



Town of Mesilla, New Mexico

THE BOARD OF TRUSTEES (BOT) OF THE TOWN OF MESILLA WILL HOLD A REGULAR MEETING AT THE MESILLA TOWN HALL, 2231 AVENIDA DE MESILLA.

MONDAY, SEPTEMBER 26, 2022 – 6:00 PM

AGENDA

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL & DETERMINATION OF A QUORUM
3. CHANGES TO THE AGENDA & APPROVAL
4. PRESENTATION
 - a) Animal Companions of Las Cruces
5. PUBLIC INPUT – The public is invited to address the Board for up to 3 minutes.
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 Regular Meeting, September 12, 2022
7. STAFF REPORTS
 - a) Transportation Project Fund Agreements and Colonias Matching Funds - Rod McGillivray
8. NEW BUSINESS
 - a) For Approval: **BL #1005** – 2060 Calle de Parian submitted by Bader Jouda of Cannabis Tropic LLC for Cannabis license, **Zoned: Historical Commercial (HC)**.
 - b) For Approval: **BL #1006** – 2060 Calle de Parian submitted by Bader Juda of Cannabis Tropic LLC for business license, **Zoned: Historical Commercial (HC)**.
 - c) For Approval: **Sign Permit #0611433** – 2060 Calle de Parian submitted by Bader Jouda of Cannabis Tropical LLC to put up temporary “Coming Soon” sign in the window, **Zoned: Historical Commercial (HC)**.
 - d) For Approval: **PZHAC Case #061442** – 2755 Calle de San Albino submitted by ETMSS 2, LLC to replace fence, **Zoned: Historical Residential (HR)**.
 - e) For Approval: **BL #1018** – 626 N. Alameda Blvd, Las Cruces submitted by Melissa Clark of Desert Sky Realty & Investments, LLC for a business license, **Zoned: Historical Residential (HR)**.
 - f) For Approval: **STR #1019** – 1717 W Boutz Rd. #3 submitted by Desert Sky Realty & Investments, LLC for a Short-Term Rental (STR) registration, **Zoned: Historical Residential (HR)**.

- g) **For Approval: STR #1020** – 1717 W Boutz Rd. #4 submitted by Desert Sky Realty & Investments, LLC for a Short-Term Rental (STR) registration, **Zoned: Historical Residential (HR)**.
- h) **For Approval: STR #1021** – 2188 Calle de Norte submitted by Desert Sky Realty & Investment, LLC for a Short-Term Rental (STR) registration, **Zoned: Historical Residential (HR)**.
- i) **For Approval: PZHAC Case #061446** – 2415 Calle de Parian submitted by Robert Reynolds to install HVAC system, **Zoned: Historical Residential (HR)**.
- j) **For Approval: PZHAC Case #061447** – 2525 Calle de Parian submitted by Camila Rodriguez to install roof mounted solar system, **Zoned: Historical Residential (HR)**.
- k) **For Approval: Sign Permit #061448** – 2309 Calle de San Albino #3 submitted by Marshall McGinley to put up temporary sign in door and side window, **Zoned: Historical Commercial (HC)**.
- l) **For Approval: Sign Permit #061449** - 2309 Calle de San Albino #3 submitted by Marshall McGinley of to put up exterior double-sided sign, **Zoned: Historical Commercial (HC)**.
- m) **For Approval: PZHAC Case #061451** – 1901 Calle de Correo submitted by Brittany Bloch to build phase two of Black Rat Tattoo, **Zoned: Historical Commercial (HC)**.
- n) **For Approval: BL #1015**– 1745 Avenida de Mercado submitted by Saul D Burciaga-Molinar MD of Las Cruces Primary Care for a business license, **Zoned: Commercial (C)**.
- o) **For Approval: BL #1017** – 1745 Avenida de Mercado submitted by Danna Lara of Healthy Start Pediatrics LLC for a business license, **Zoned: Commercial (C)**.
- p) **For Approval: PZHAC Case #061440** – 2242 Calle de Sur submitted by Henry Lucero to put up field fence on property, **Zoned: Historical Residential (HR)**.
- q) **For Approval: BL #1027** – SW Mesilla Dam Trail 5 Mile submitted by Dina Marre for a business license for house cleaning, **Zoned: Commercial (C)**.
- r) **For Approval: PZHAC Case#061454** – 2128 Calle de los Huertos submitted by Helen Williamson Revocable Trust to relocate well water circuit, **Zoned: Historical Residential (HR)**.
- s) **For Approval:** Third Amendment to the Transportation Project Fund (FY19 LGTPF Calle del Norte Multi Use Path Phase II) for shortfall funding in the amount of \$65,400.
- t) **For Approval:** Second Amendment to the Transportation Project Fund (FY22 TPF Calle del Picacho Roadway Improvements) for shortfall funding in the amount of \$234,624.07.
- u) **For Approval:** Resolution 2022-14 Grant Agreement with NMDOT FY23 Transportation Project Fund for the redevelopment of Calle de Santiago Bridge for \$468,656.
- v) **For Approval:** Resolution 2022-16 Colonias Matching Funds

9. BOARD OF TRUSTEE COMMITTEE REPORTS

10. BOARD OF TRUSTEE/STAFF COMMENTS

11. ADJOURNMENT

NOTICE

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

Posted 9.22.2022 online and at the following locations: Town Clerk's Office 2231 Avenida de Mesilla, Public Safety Building 2670 Calle de Parian, Mesilla Community Center 2251 Calle de Santiago, Shorty's Food Mart 2290 Avenida de Mesilla, Ristramn Chile Co., 2531 Avenida de Mesilla and the U.S. Post Office 2253 Calle de Parian.

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4 **Town of Mesilla, New Mexico**
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9 **BOARD OF TRUSTEES (BOT)**

10 **TOWN OF MESILLA**

11 **REGULAR MEETING**

12 **MONDAY, SEPTEMBER 12, 2022 – 6:00 PM**

13 **MINUTES**
14
15

16 **TRUSTEES:** Nora Barraza, Mayor
17 Stephanie Johnson-Burick, Mayor Pro Tem
18 Biviana Cadena, Trustee
19 Veronica Garcia, Trustee
20 Adrianna Merrick, Trustee
21

22 **STAFF:** Rani Bush, Town Clerk/Treasurer
23 Ben Azcarate, Lieutenant
24 Kevin Hoban, Fire Chief
25 Rod McGillivray, Public Works Director
26 Enrique Salas, Marshal
27 Dorothy Sellers, Community Events Coordinator
28 Gloria Maya, Recorder
29

30 **PUBLIC:** Ron Scott Pat Taylor
31 Ashley Curry Crystal Davis-Whited
32 Andy Embury Terry & Shannon Noe
33 Bader Juda Kimberly Juda
34 Russel Hernandez Yolanda Lucero
35
36

37 **1. PLEDGE OF ALLEGIANCE**

38 Mayor Barraza led the Pledge of Allegiance.
39

40 Mayor Barraza held a Moment of Silence.
41

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

43 **Roll Call.**

44 **Present:** Mayor Barraza, Mayor Pro-Tem Johnson-Burick, Trustee Cadena, Trustee Garcia, Trustee Merrick.
45

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

2 **Motion: To approve agenda, Moved by Mayor Pro Tem Johnson-Burick, Seconded by Trustee Merrick.**

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

5 Mayor Pro Tem Johnson-Burick Yes

6 Trustee Cadena Yes

7 Trustee Garcia Yes

8 Trustee Merrick Yes

9
10 **4. PRESENTATION**

11 a) Walk to School Day Proclamation – September 21, 2022

12 Ms. Curry read the Walk to School Day Proclamation – September 21, 2022. Invited everyone to join the
13 students on their walk to school.

14
15 Mayor Barraza asked for a Moment of Silence

16
17 **5. PUBLIC INPUT – The public is invited to address the Board for up to 3 minutes.**

18 No Public Input

19
20 **6. APPROVAL OF CONSENT AGENDA:** (The Board will be asked to approve by one motion the
21 following items of recurring or routine business. The Consent Agenda is marked with an asterisk *)

22 Mayor Barraza asked if item Case #0614516 is going to be a Short-Term Rental or an expansion of the Black
23 Rat Tattoo.

24
25 Mr. Padilla responded phase two will be residential which will be connected to the Black Rat Tattoo.

26
27 Mayor Pro Tem Johnson-Burick asked to removed items 6b thru 6n due to lack of information provided. She
28 would like to see the position of the commissioners in each case. The Board Action form does not have
29 adequate information.

30
31 Mayor Barraza responded that information can be provided. Staff gave the trustees pertinent information due
32 to the size of the packet. PZHAC minutes cannot be included in the BOT packets until approved by
33 commissioners.

34
35 Mayor Pro Tem Johnson-Burick stated she is not comfortable making decisions on cases when there is not
36 sufficient information provided.

37
38 Mayor Barraza stated she received her email last night which was not enough time to provide the requested
39 information. Trustees need to contact staff, when they get their packets, with any questions or concerns so
40 they can provide the information.

41
42 Ms. Bush stated she will work on the Board Action Form and asked what information is being requested.

1 Mayor Pro Tem Johnson-Burick stated she is not ready to vote on these cases due to lack of information.

2

3 Mayor Barraza reiterated that trustees give staff adequate time to provide information needed.

4

5 Trustee Cadena stated we need to understand that if the applicant meets the ordinance the trustees need to vote.
6 Recommends that PZHAC attend the BOT meetings or that we know exactly what is being proposed and taken
7 into consideration.

8

9 Mayor Barraza reviewed the application process followed by staff.

10

11 Trustee Garcia stated the trustees do work with staff and are patient. We never complained when packets were
12 sent out on Fridays at 4:00 p.m. or 5:00 p.m. We do ask that the staff works with them as we never ask for
13 very much. She did ask about the PZHAC vote.

14

15 Mayor Barraza responded she agrees more information needs to be provided to the trustees, i.e., vote count.

16

17 Trustee Merrick stated she believes there have been some hasty decisions I the past. She believes everyone
18 should have a fair shot and that is why they are asking for more clarification. As she has stated before, ask
19 legal to be present at the meetings.

20

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

23

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

25 Mayor Pro Tem Johnson-Burick Yes

26 Trustee Cadena Yes

27 Trustee Garcia Yes

28 Trustee Merrick Yes

29

30 **Motion: To approve consent agenda, Moved by Mayor Pro Tem Johnson-Burick, Seconded by Trustee**
31 **Garcia.**

32

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

34 Mayor Pro Tem Johnson-Burick Yes

35 Trustee Cadena Yes

36 Trustee Garcia Yes

37 Trustee Merrick Yes

38

39 a) ***BOT MINUTES** - Minutes of Regular Meeting, August 22, 2022. *Approved by consent agenda*

40 b) ***BL #1005** – 2060 Calle de Parian submitted by Bader Jouda of Cannabis Tropic LLC for
41 Cannabis license, **Zoned: Historical Commercial (HC).** *Postponed*

42 c) ***BL #1006** – 2060 Calle de Parian submitted by Bader Jouda of Cannabis Tropic LLC for business
43 license, **Zoned: Historical Commercial (HC).** *Postponed*

44 d) ***Sign Permit #0611433** – 2060 Calle de Parian submitted by Bader Jouda of Cannabis Tropical
45 LLC to put up temporary “Coming Soon” sign in the window, **Zoned: Historical Commercial**
46 **(HC).** *Postponed*

- e) ***PZHAC Case #061442** – 2755 Calle de San Albino submitted by ETMSS 2, LLC to replace fence, **Zoned: Historical Residential (HR). Postponed**
- f) ***BL #1018** – 626 N. Alameda Blvd, Las Cruces submitted by Melissa Clark of Desert Sky Realty & Investments, LLC for a business license, **Zoned: Historical Residential (HR). Postponed**
- g) ***STR #1019** – 1717 W Boutz Rd. #3 submitted by Desert Sky Realty & Investments, LLC for a Short-Term Rental (STR) registration, **Zoned: Historical Residential (HR). Postponed**
- h) ***STR #1020** – 1717 W Boutz Rd. #4 submitted by Desert Sky Realty & Investments, LLC for a Short-Term Rental (STR) registration, **Zoned: Historical Residential (HR). Postponed**
- i) ***STR #1021** – 2188 Calle de Norte submitted by Desert Sky Realty & Investment, LLC for a Short-Term Rental (STR) registration, **Zoned: Historical Residential (HR). Postponed**
- j) ***PZHAC Case #061446** – 2415 Calle de Parian submitted by Robert Reynolds to install HVAC system, **Zoned: Historical Residential (HR). Postponed**
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- m) ***Sign Permit #061449** - 2309 Calle de San Albino #3 submitted by Marshall McGinley of to put up exterior double-sided sign, **Zoned: Historical Commercial (HC). Postponed**
- n) ***PZHAC Case #061451** – 1901 Calle de Correo submitted by Brittany Bloch to build phase two of Black Rat Tattoo, **Zoned: Historical Commercial (HC). Postponed**

7. EXECUTIVE SESSION

Motion: To close Regular Meeting: discussion concerning purchase, acquisition, or disposal of real property or water rights pursuant to NMSA 1978, Section 10-15-1(H)(8) and concerning the Marshal and Public Works Departments pursuant to NMSA 1978 10- Moved by Mayor Pro Tem Johnson-Burick, Seconded by Trustee Garcia.

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

Mayor Pro Tem Johnson-Burick Yes
 Trustee Cadena Yes
 Trustee Garcia Yes
 Trustee Merrick Yes

Entered Executive Session at 6:33 p.m.

- a) Discussion concerning purchase, acquisition, or disposal of real property or water rights pursuant to NMSA 1978, Section 10-15-1(H)(8)
- b) Discussion concerning Marshal and Public Works Departments pursuant to NMSA 1978 Chapter 10-15-1(H)(2)

Motion: To enter Regular Meeting: limited discussion concerning purchase, acquisition, or disposal of real property or water rights pursuant to NMSA 1978, Section 10-15-1(H)(8) and concerning the Marshal and Public Works Departments – no action taken, Moved by Trustee Garcia, Seconded by Trustee Merrick.

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

Mayor Pro Tem Johnson-Burick Yes
 Trustee Cadena Yes
 Trustee Garcia Yes
 Trustee Merrick Yes

1 Entered Regular Meeting at 7:16 p.m.
2
3

4 **8. STAFF REPORTS**

- 5 a) Calle de Picacho Utility Replacement Project Loan and FY23 Transportation Project Fund
6 Hardship Match Waiver – Rod McGillivray

7 Mayor Barraza reviewed the Calle de Picacho Utility Replacement Project Loan.
8

9 Ms. Bush reviewed the process.
10

11 **9. NEW BUSINESS**

- 12 a) **For Approval:** Calle de Picacho Utility Replacement Project Loan

13 **Motion: To approve Calle de Picacho Utility Replacement Project Loan, Moved by Trustee Garcia,**
14 **Seconded by Mayor Pro Tem Johnson-Burick.**
15

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

17 Mayor Pro Tem Johnson-Burick Yes

18 Trustee Cadena Yes

19 Trustee Garcia Yes

20 Trustee Merrick Yes
21

- 22 b) **For Approval:** Resolution 2022-15 FY23 Transportation Project Fund Hardship Match Waiver

23 Mayor Barraza stated a letter will be submitted to Department of Transportation (DOT) requesting a hardship
24 match waiver of \$23,432.80.

25 **Motion: To approve Resolution 2022-15 FY23 Transportation Project Fund Hardship Match Waiver,**
26 **Moved by Trustee Garcia, Seconded by Mayor Pro Tem Johnson-Burick.**
27

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

29 Mayor Pro Tem Johnson-Burick Yes

30 Trustee Cadena Yes

31 Trustee Garcia Yes

32 Trustee Merrick Yes
33

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

35 Trustee Garcia: NMML Conference last week, Architectural Style Committee Tuesday
36

37 Trustee Merrick: MPO meeting Wednesday
38

39 Mayor Pro Tem Johnson-Burick: Meeting on Transitional Process on Tuesday, MPO meeting Wednesday at
40 1:00 p.m.
41

42 Mayor Barraza: NMML Conference last week, MPO meeting Wednesday, NM Planning and Zoning Training,
43 Mayor Summit USA/Mexico in San Diego October 11 thru 13, 2022.
44

1 **11. BOARD OF TRUSTEE/STAFF COMMENTS**

2 *(Written staff reports included in packet)*

3 Fire Chief Hoban stated the NMML was a good conference. They will be receiving the new brush truck. We
4 received approval of a grant to purchase equipment. We received the devices that were purchased through
5 AARA. Fire Prevention Proclamation will be presented at the next meeting. He is planning to retire in
6 November or December.

7
8 Mayor Barraza stated they will be starting the interview process.

9
10 Trustee Merrick stated the NMML was a good conference. She understands the frustration the applicants that
11 had their cases postponed. We need to ensure that we are making correct decisions. Thanked Fire Chief
12 Hoban for his service.

13
14 Mayor Pro Tem Johnson-Burick thanked the Fire Chief for his dedicated service. We need to be well informed
15 to make decisions she is comfortable with.

16
17 Trustee Garcia stated agrees the trustees need to be well informed before making decisions. She is available to
18 help with anything for the fiesta this weekend. Policewomen National Day; thanked Deputy Hernandez for her
19 service to the town.

20
21 Trustee Cadena stated she apologized to the applicants. We need to build trust and ensure applications meet
22 ordinances. Our goal is to do right for our town.

23
24 Mayor Barraza asked the trustee if they would be participating in the parade so she can get a vehicle and to be
25 at the parade site by 9:40 a.m. She asked the trustee to be present at the opening ceremonies at 12:00 noon
26 both Saturday and Sunday. Mr. Padilla will be attending the NMLPZ conference. Walk to School Day will be
27 on Wednesday, RTD meeting on Wednesday, September 28th. They will be working on the Board Action
28 Form to be more informative. The cadet graduation was great. She asked if the cadets could be present at the
29 next BOT meeting. She thanked the firefighters for all their work. Fire Chief Hoban used the siren in
30 reflection of 9/11.

31
32 Fire Chief Hoban stated the fire department was established in 1960 and there was a siren that had a phone
33 which was purchased by the residents that would go off until someone got to the station.

34
35 **12. ADJOURNMENT**

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

37
38 **MEETING ADJOURNED AT 7:48 P.M.**

39
40
41 **APPROVED THIS 25th DAY OF SEPTEMBER, 2022.**

42
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44
45 _____
46 **Nora L. Barraza**
47 **Mayor**

48 **ATTEST:**
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Rani Bush
Town Clerk/Treasurer

[Faint, illegible text, possibly bleed-through from the reverse side of the page]

BOARD ACTION FORM

AGENDA DATE

PZHAC: September 6, 2022

BOT: September 26, 2022

ITEM: BL #1005 –2060 Calle de Parian submitted by Bader Juda of Cannabis Tropic LLC for a Cannabis license, **Zoned: Historical Commercial (HC)**

BACKGROUND AND ANALYSIS: The applicant proposes to open a business for retail of legal cannabis at the following location. This application and all supporting documents were reviewed and approved by Architectural Styles Committee and PZHAC. It is determined that the proposed application is acceptable and meets all applicable Town codes, the application should continue based on finding stated below.

MUNICIPAL TOWN CODE:

This application falls under the new ordinance just passed by the Board of Trustees on December 30, 2021 and went into effect on January 4, 2022 (MTC Chapter 18.100).

SUPPORTING INFORMATION:

- Town of Mesilla Cannabis License Application
- Certificate of Organization from the Secretary of State of New Mexico
- Copy of Cannabis Retailer License from the State of New Mexico Regulation & Licensing Department Cannabis Control Division
- Site Plans
- Commercial Lease Agreement

PZHAC ACTION:

Applicant has met all request asked by the PZHAC to move this application forward. The vote of the PZHAC was 3-2.

BOT OPTIONS:

The Board of Trustees 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.

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State of New Mexico

**Regulation & Licensing Department
Cannabis Control Division**

HEREBY CERTIFIES THAT

The Cannabis Tropical, LLC

HAVING GIVEN SATISFACTORY EVIDENCE OF THE LICENSING REQUIREMENTS
PRESCRIBED BY LAW IS GRANTED A LICENSE TO OPERATE IN THE STATE
OF NEW MEXICO AS A

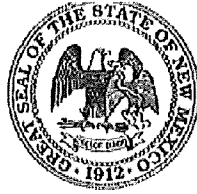
Cannabis Retailer

License No. CCD-2022-0681-001

Issued 08/01/2022

Expires 08/01/2023

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW



STATE OF NEW MEXICO
MAGGIE TOULOUSE OLIVER
 SECRETARY OF STATE

Limited Liability Company
ONLINE ARTICLES OF ORGANIZATION

The undersigned, acting as organizer(s) of a Limited Liability Company pursuant to the New Mexico Limited Liability Company Act, adopt the following Articles of Organization:

ARTICLE ONE: The name of the Limited Liability Company is:

The Cannabis Tropical, LLC

ARTICLE TWO: The period of duration is: Perpetual

ARTICLE THREE:

(1) The name of the initial registered agent at the address is:

First Name	Last Name
Bader	Jouda

(2) The New Mexico street address of the company's Initial registered agent is:

Type	Address	City	State	Zip	Country
Physical Address	8214 Second St. NW Suite A	Albuquerque	NM	87114	USA

(Post Office Box is not acceptable. Provide a description of the geographical location if a street address does not exist.)

(3) The street address of the company's principal place of business, if different from its registered agent's address is:

Address	City	State	Zip	Country
12356 Desert Palms Ave	El Paso	TX	79938	USA

(4) The mailing address of the Limited Liability Company is:

Address	City	State	Zip	Country
12356 Desert Palms Ave	El Paso	TX	79938	USA

Email Address: bader.jouda724@gmail.com

Phone: NONE

ARTICLE FOUR: (Check only if applicable):

YES Management of the business and affairs of the company is vested in a manager(s).

Manager Name and address:

Name	Physical Address	Mailing Address
Bader Jouda	12356 Desert Palms Ave, El Paso, TX 79938	12356 Desert Palms Ave, El Paso, TX 79938

ARTICLE FIVE: (Check only if applicable):

YES The Limited Liability Company is a single member Limited Liability Company.

Member Name and address:

Name	Physical Address	Mailing Address
Bader Jouda	12356 Desert Palms Ave, El Paso, TX 79938	12356 Desert Palms Ave, El Paso, TX 79938

ARTICLE SIX: If these Articles of Organization are not to be effective upon filing with the Secretary of State's Office, the effective date is *(If an effective date is specified here, it cannot be a date prior to the date the articles are received by the Secretary of State's Office.)*

Effective Date

06/15/2022

Purpose: To conduct any lawful activity under the Cannabis Regulation Act 26-2C-1 to 26-2C-42 NMSA 1978

NAICS Code:

NAICS Sub Code:

Organizer(s) Printed Name(s):

(Typing the First and Last Name of the Organizer(s), is the equivalent of an electronic signature.)

First Name	Last Name
Bader	Jouda

Limited Liability Company

**ONLINE STATEMENT OF ACCEPTANCE OF APPOINTMENT
BY DESIGNATED INITIAL REGISTERED AGENT**

I,

Bader	Jouda
-------	-------

hereby acknowledge that the undersigned individual accepts the appointment as Initial Registered Agent of **The Cannabis Tropical, LLC** the Limited Liability Company which is named in the annexed Articles of Organization.

(Typing the First and Last Name of Initial Registered Agent, is the equivalent of an electronic signature.)



[Home\(/bcd/s/\)](#) [License](#) ▾ [Search License\(/bcd/s/public-search-license-division\)](#)

License Information

▾ Basic Information

License not issued

▾ Contact Information

Licensed Business Name

The Cannabis Tropical, LLC

Address Street

2060 Calle de Parian

Address City

Mesilla

Address State

NM

Address Mailing Postal Code

88046

▾ Regulatory Authorization Information

Issuing Division

Cannabis Control Division

License Type

Cannabis Retailer



[Home\(/bcd/s/\)](#) [License](#) ▼ [Search License\(/bcd/s/public-search-license-division\)](#)

All New Application

Status



Search

Clear

Application ID	Applied Date	License Type	Status	Action	Issuance
PAR-0000031048	7/21/2022	Cannabis Retailer	Submitted	View	

Displaying page 1 / 1

Business Owners

Name

Bader Jouda



Premises Details & Documents

2060 Calle de Parian, Mesilla, NM, 88046

Premises License

License not issued

[Back to Search](#)

Google Maps

2030 Calle De Parian

2060 Calle de Parian

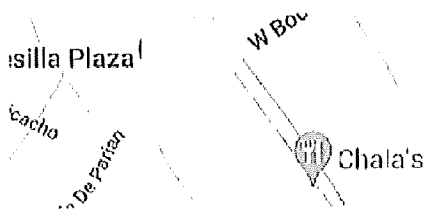


Image capture: Jul 2021 © 2022 Google

Las Cruces, New Mexico

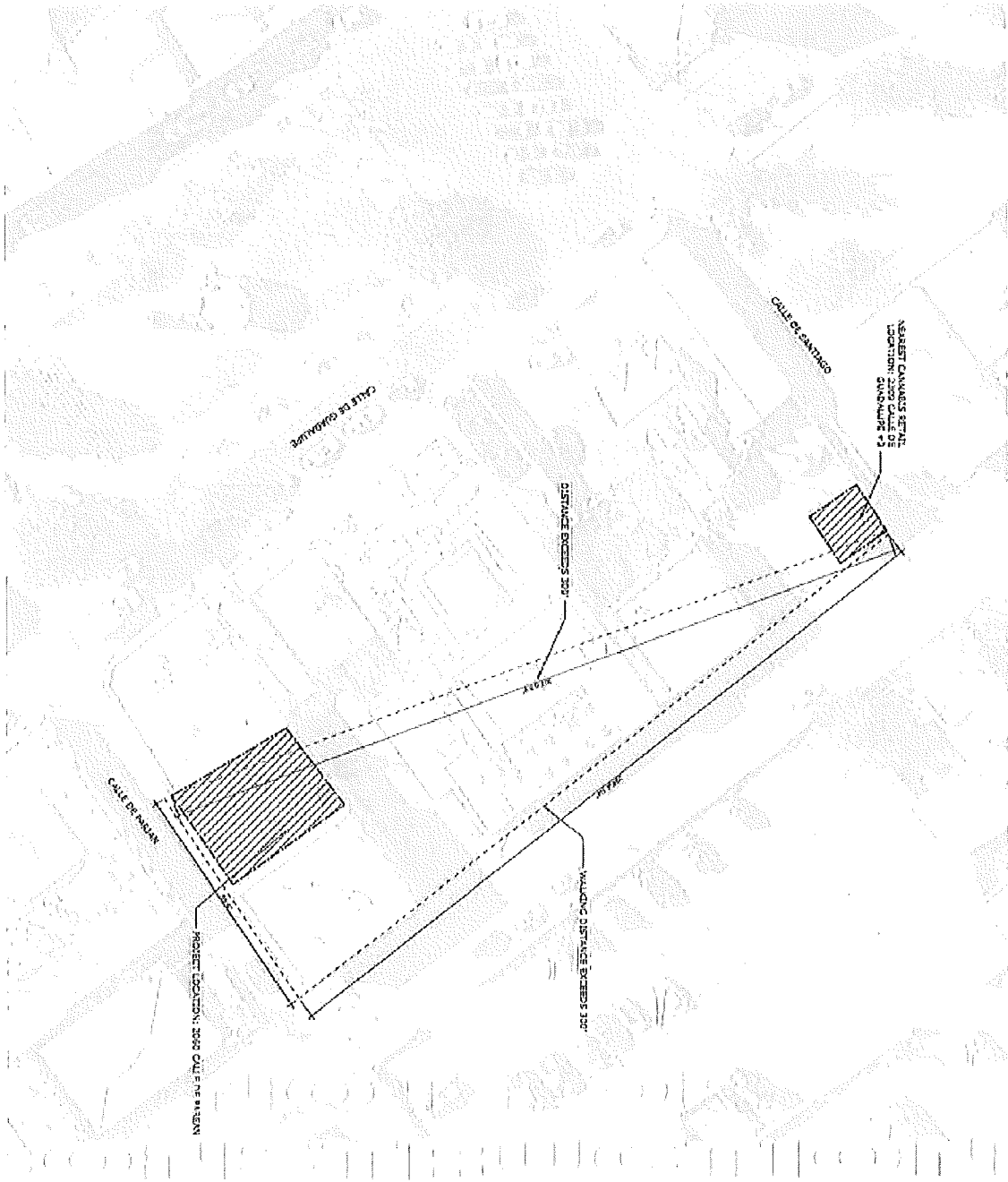
Google

Street View - Jul 2021



APPLICABLE CODE

OFFICIAL FROM CODE PROVIDED. ALTHOUGH IS SUBJECT TO THE LATEST REVISIONS, THE APPLICABLE CODE IS THE ONE IN EFFECT AT THE TIME OF THE ORIGINAL DESIGN. THE APPLICABLE CODE IS THE ONE IN EFFECT AT THE TIME OF THE ORIGINAL DESIGN. THE APPLICABLE CODE IS THE ONE IN EFFECT AT THE TIME OF THE ORIGINAL DESIGN.



A102 SITE DIAGRAM
1" = 20'-0"

A102

SHEET NO.
PROJECT NO.
CITY OF MESILLA



DESERT PEAK ARCHITECTS



NO.	DATE	DESCRIPTION

CANNABIS RETAIL TENANT IMPROVEMENT
2060 CALLE DE PARIAN
MESILLA, NM 88005

Property Management & Investments of New Mexico, LLC

205 W. Boutz Road Bldg. 6 Ste. B
Las Cruces, NM 88005
575-652-4043

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into as of July 1, 2022,
between The Cannabis Tropical, LLC (Bader Jouda),
(hereinafter termed "Landlord"), and Julienne and OD Hadfield c/o PMI of New Mexico, a
Cannabis Retail Store, (hereinafter termed "Tenant").

1. **LEASED PREMISES:** In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Landlord does hereby demise and lease to Tenant, and Tenant does hereby lease from Landlord, the hereinafter described property, together with the buildings or portion of any said buildings, and all improvements thereon, said property being situated in Las Cruces, Dona Ana County, New Mexico, and being described as follows, to-wit:

A Commercial Retail Space consisting of approximately 2000
square feet at 2060 Calle De Parian, Mesilla, NM 88046 and hereinafter
termed "Leased Premises".

Legal Description: _____

2. **TERM:** The Lease term shall be for a period of 1 year beginning on July 1, 2022
and ending on June 30, 2023. Tenant is granted immediate possession of the premises upon payment of the
amounts identified below. A 30 day prior written notice is necessary to terminate this Lease Agreement and shall not be terminated
prior to lease end.

3. **RENT:** (a) **Initial Term:** Tenant agrees to pay to Landlord as Base Rent ("Base Rent") for the "Leased
Premises" without any prior demand therefor, and the following monthly and annual sums for each year of the "Initial Term",
payable monthly in advance on the 1st day of each and every calendar month of this Lease, to-wit:

Base Rent will escalate at n/a % per annum or at \$ n/a per annum.

<u>Term</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
Year <u>1</u>	\$ <u>3,000.00</u>	\$ <u>36,000.00</u>
Year _____	\$ _____	\$ _____
Year _____	\$ _____	\$ _____
Year _____	\$ _____	\$ _____
Year _____	\$ _____	\$ _____

This rent "Base Rent", and any other "Additional Rent" shall be paid or mailed to: Property Management & Investments of New Mexico, LLC. 205 W. Boutz Road Bldg. 6 Ste. B, Las Cruces, NM 88005.

The first month's "Base Rent" of \$ 3,000.00, CAM fee of \$ 0.00 insurance of \$ 0.00 and taxes of \$ 0.00
(for a total of \$ 3,000.00), shall be due by Tenant to Landlord upon completion of the remodel and issuance of an occupancy
permit by the City of Las Cruces. Tenant shall sign a written acknowledgement of the date it receives possession of the "Leased
Premises". "Base Rent" for any fractional month shall be pro rated for that month and not be applicable to any other month.
Notwithstanding anything to the contrary contained in this Lease, in order to cover the expense involved in handling delinquent
payments, Tenant shall pay a late charge of 10% when any installment of rent is received at the address of Landlord or Landlords
representative more than five (5) days after the due date thereof. This late charge shall commence on the sixth day after the due
date. It is hereby understood that the late charge computed hereunder is not additional rent, is not interest, and is not a penalty; it is
merely for the purpose of defraying Landlord's expenses incident to the processing of overdue payments. An additional sum of
\$50.00 will be due by Tenant for any returned check.

(b) Said rental shall be paid to Landlord at such place or places as Landlord, in writing or verbally, may from time to time reasonably direct.

(c) All past-due rentals, additional rentals, and/or other sums due to Landlord under the terms of this Lease shall bear interest at the rate of 10%, from the due date thereof until paid by Tenant. All rentals in this Lease shall be paid or mailed to: **Property Management & Investments of New Mexico, LLC, 205 W. Boutz Road Bldg. 6 Ste. B, Las Cruces, NM 88005** or to such other payee or address as Landlord may designate in writing to Tenant.

(d) In addition to "Base Rent", Tenant agrees to pay to Landlord additional rent ("Additional Rent") which includes, Taxes and Assessments as provided in Paragraph 7 below, Insurance as provided in Paragraph 8 below, and Utilities/Janitorial Services as provided in Paragraph 9 below. Each such monthly installment being due and payable simultaneously with Tenant's payment of monthly "Base Rent" due hereunder, also without any prior demand therefore, and without any deduction or setoff whatsoever and without any grace period.

4. **SECURITY DEPOSIT:** Concurrently with the execution of this Lease, Tenant shall deposit with the Landlord the sum of \$ 2,500.00 which shall be held by Landlord, without obligation for interest or segregation, as security for the performance of Tenant's covenants and obligations under this Lease. It is expressly understood and agreed that such deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Upon the occurrence of any event of default by Tenant, Landlord may, without prejudice to any other available remedy, use such fund to make good any rent arrearage or any other damage, injury, expense (including attorneys fee expense) or liability caused by such event of default; and Tenant shall pay to Landlord, on demand, the amount so applied in order to restore the security deposit to its original amount. If Tenant is not then in default hereunder, any remaining balance of such deposit shall be returned by Landlord to Tenant upon the termination of this Lease.

5. **COMMON AREA MAINTENANCE (CAM) CHARGES:** For the purposes of this lease the common area is defined as all the area being leased by this tenant. The Common Area Maintenance Charges shall be defined as the Landlord's actual costs and expenses incurred as a result of Landlord's maintenance of the driveways, loading areas, walkways, parking area and other areas common to the "Leased Premises". As used herein, maintenance includes work, labor, and services performed, and materials furnished for the upkeep of the Common Area and includes without limitation the cost of cleaning, repairing, servicing, lighting, landscaping, paving, fencing, policing and supervising such area, signage, parking lot sweeping, power-washing, sanitary control, pigeon control, removal of garbage, ice or other impediments, security, policing and supervising the "Leased Premises" and the cost of personnel to implement such services and other services required to maintain the "Leased Premises". In addition, Common Area Maintenance Charges shall include Landlord's actual costs and expenses incurred in securing and maintaining fire and extended coverage insurance upon the "Leased Premises", in accordance with Paragraph 8 below.

Tenant shall timely pay to Landlord as "Additional Rent", all Common Area Maintenance (CAM) Charges for the "Leased Premises". This "Additional Rent" shall be computed on an annual basis commencing and ending on such dates as may be designated by Landlord and shall be paid by Tenant promptly upon receipt of bills from Landlord, without any deduction or setoff whatsoever. For the purpose of adjusting the rental hereunder, the base year shall be the first full Lease year after the commencement of the Lease term hereunder.

Landlord shall estimate the Common Area Maintenance (CAM) Charges annually, shall notify Tenant of such estimate, and Tenant shall pay all of such estimate in twelve (12) equal monthly installments commencing on the first day monthly installments of "Base Rent" are due following such notification. Within a reasonable time following the end of each Lease Year, Landlord shall notify Tenant in writing of the actual Common Area Maintenance (CAM) Charges for the preceding year. In the event that Tenant has paid more than the actual costs of Common Area Maintenance (CAM) Charges during the preceding year, such excess shall be credited by Landlord against Tenant's obligation to pay Common Area Maintenance (CAM) Charges in the following year. In the event that Tenant has paid less than the actual costs of the Common Area Maintenance (CAM) Charges, Tenant shall pay such deficiency to Landlord within fifteen (15) days of receipt of the statement for such deficiency.

Notwithstanding anything in this Lease to the contrary, Common Area Maintenance (CAM) Charges shall not include any costs or expenses incurred by Landlord in bringing the premises or the property into compliance with the requirements of the Americans With Disabilities Act (ADA), either voluntarily or in response to a notice of noncompliance.

Given that this property is a single tenant user, Common Area Maintenance (CAM) will not be charged as long as tenant keeps the property well maintained. If the tenant does not maintain the property following 30 days written notice from Landlord, Landlord shall perform the necessary maintenance and bill the Tenant which payment will be due in 30 days. Taxes, assessments and insurance are not considered part of the Common Area Maintenance (CAM) and will be billed separately.

6. **TAXES AND ASSESSMENTS:** (a) Tenant shall pay to Landlord before delinquency all taxes and assessments of any nature which may be levied against the "Leased Premises" and all rentals, parking tax, and all other taxes and assessments attributable to the existence, use and occupancy of the "Leased Premises", including but not limited to, all Dona Ana County Ad Valorem Taxes. Tenant's responsibility for the payment of any and all taxes and assessments on the "Leased Premises" are included as a part of Tenant's "Additional Rent" obligation described in Paragraph 4 (f) above. Any and all of said taxes and assessments which may be levied against the "Leased Premises" shall be pro rated on a monthly basis for any fractional year of this Lease, except December 2001 and only otherwise as may be agreed in writing by Landlord.

Landlord shall estimate the taxes and assessments due annually on the "Leased Premises" and shall notify the Tenant of such estimate and the Tenant shall pay all of such estimate in twelve (12) equal monthly installments, as provided for in Paragraph 7(c) below. The Landlord's estimate of Ad Valorem taxes shall be based upon Ad Valorem taxes for the previous year or in the alternative, Landlord's good faith estimate. However, in the event of increase in the Ad Valorem taxes or other taxes and assessments due hereunder, Tenant shall be responsible for such increases as provided for in Paragraph 7(d) below.

(b) Tenant shall also pay all lawful sales tax, gross proceeds tax, and all lawful personal property taxes assessed against all equipment and personal property on the "Leased Premises" or placed by Tenant on the "Leased Premises" during any term hereof. Tenant shall have the right to contest the validity of any tax which it has paid or is required to pay hereunder and for that purpose shall have the right, at its sole cost, after payment of the taxes allegedly due, to institute such proceeding or proceedings in the name of Tenant only. Landlord shall cooperate with Tenant, execute such documents and perform such acts to the extent reasonably required by the Tenant to effectively contest the validity of such tax, all at Tenant's sole cost.

(c) In order to facilitate the collection of taxes due by Tenant hereunder, Tenant shall deposit with Landlord on the day monthly installments of "Base Rent" are due an amount equal to one-twelfth (1/12th) of all annual taxes and levies due from Tenant to Landlord hereunder. Tenant's obligation to pay taxes, levies and assessments shall be based upon the previous year's experience or good faith estimates made by Landlord of projected taxes due for the subject year. Any difference between such estimated taxes, levies and assessments and the actual taxes, levies and assessments due shall be disclosed to Tenant by Landlord, at such times as Landlord is reasonably able, following notice to Landlord of such actual taxes, levies and assessments. The necessary refund by Landlord or additional payment by Tenant shall be made within fifteen (15) days following notice to Tenant of the amount due; provided, however, no refund shall be paid to Tenant should Tenant be in default in any of Tenant's obligations provided in this Lease.

(d) Other Taxes and Assessments Provisions: At the time the Landlord will pay for any Taxes and Assessments relating to the property.

(e) **Tax Changes:** If because of any change in the taxation of real estate or in the event any other tax or assessment (including, without limitation, any occupancy, gross receipts or rental tax) is imposed upon Landlord or the owner of the land and/or building for the occupancy, rents or income therefrom, in lieu of, or in substitution for, or in addition to, any of the foregoing taxes, such other tax or assessment shall be deemed part of the taxes due by Tenant to Landlord as "Additional Rent" hereunder.

7. **INSURANCE:** (a) **Landlord's Insurance.** During the "Initial Term" and any "Renewal Term" of this Lease, Landlord shall secure and maintain fire and extended coverage insurance upon the "Leased Premises". Such policy or policies of insurance shall be in an amount determined solely in the discretion of the Landlord, shall be written by an insurance company or association chosen by the Landlord and authorized to issue such policies under the laws of the State of New Mexico, and shall name Landlord as the only insured. Such insurance, by its terms or by endorsement, shall waive any right of subrogation of the issuer against Landlord, its agents and employees, for any loss or damage resulting from fire or extended coverage perils. All payments from the insurance company relative to any damage to the "Leased Premises", including the "Leased Premises" shall be payable solely to Landlord. Landlord shall be entitled to retain all of said insurance proceeds, without any offset in favor of Tenant. Landlord shall have the right but not the obligation to repair the "Leased Premises".

Tenant shall, in accordance with Paragraph 6 above, on demand, pay or reimburse to Landlord the cost(s) of the fire and extended coverage insurance policy maintained by Landlord on the "Leased Premises". Tenant's obligation to pay to Landlord the total cost(s) of insurance on the "Leased Premises" shall be "Additional Rent" due hereunder.

(b) **Tenant's Property Insurance.** Tenant, at Tenant's sole expense, shall keep all personal property of Landlord or Tenant including goods, furniture, fixtures, equipment, machinery, inventory, commodities and other material stored by Tenant in or about the "Leased Premises" fully insured against any loss or damage in an amount equal to not less than the full replacement value of such personal property, without off-set or depreciation.

The policy or policies shall in all respects and amounts be acceptable to Landlord and, without limiting the foregoing general requirements, shall provide coverage for vandalism and malicious mischief.

Tenant shall not commit or permit any acts in or about the "Leased Premises" which may in any way impair or invalidate such policy or policies. The full replacement value of such improvements shall be determined from time to time but not less than once a year by Landlord.

Tenant shall give Landlord immediate written notice of any casualty and shall fully cooperate with Landlord in filing all necessary proofs of claims with insurance companies. The proceeds of such insurance applicable to the "Leased Premises" shall be delivered to Landlord and be the property of Landlord.

(c) **Damage and Destruction of "Leased Premises".** If the "Leased Premises" are hereafter damaged or destroyed or rendered partially untenantable for their permitted use by fire or other casualty insured under the coverage which Landlord is obligated to carry pursuant to this Paragraph 8, Landlord shall promptly repair the same to substantially the condition which they were in immediately prior to the happening of such insured casualty (excluding stock in trade, fixtures, furniture, furnishings, carpeting, floor covering, wall covering, drapes, equipment, and personal property of Tenant), and from the date of such casualty until the "Leased Premises" are so repaired and restored, only the "Base Rent" payable hereunder shall abate in such proportion as the part of said "Leased Premises" thus destroyed or rendered untenantable bears to the total "Leased Premises"; PROVIDED, HOWEVER, that Landlord shall not be obligated to repair and restore if such casualty is not covered by the insurance which Landlord is obligated to carry pursuant to this Paragraph 8 or is caused directly or indirectly, in whole or in part, by the negligence of Tenant, its agents, employees, representatives, invitees and/or licensees, and in either of such events, no portion of the "Base Rent" or other payments payable hereunder shall abate, and PROVIDED, FURTHER, that Landlord shall not be obligated to expend for any repair or restoration an amount in excess of the insurance proceeds received by Landlord therefor, and PROVIDED, FURTHER, that if the "Leased Premises be damaged, destroyed, or rendered untenantable for their accustomed uses by fire or other casualty to the extent of more than fifty percent (50%) of the cost to replace the "Leased Premises" during the last three (3) years of the "Initial Term", then Landlord shall have the right to terminate this Lease effective as of the date of such casualty by giving to the Tenant, within sixty (60) days after the happening of such casualty, written notice of such termination. If such notice be given, this Lease shall terminate and Landlord shall promptly repay to Tenant any rent theretofore paid in advance which was not earned as of the date of such casualty. Any time that Landlord repairs or restores the "Leased Premises" after damage or destruction, then Tenant shall promptly repair or replace its stock in trade, fixtures, furnishings, furniture, carpeting, wall covering, floor covering, drapes, equipment and personal property and the "Leased Premises to the same condition as they were immediately prior to the casualty, and if Tenant has closed its business Tenant shall promptly reopen for business upon the completion or upon the substantial completion of such repairs.

Notwithstanding anything to the contrary set forth herein, in the event all or any portion of the "Leased Premises" shall be damaged or destroyed by fire or other cause (notwithstanding that the "Leased Premises" may be unaffected thereby), to the extent the cost of restoration thereof would exceed fifty percent (50%) of the amount it would have cost to replace the "Leased Premises" in its entirety at the time such damage or destruction occurred, then Landlord may terminate this Lease by giving Tenant thirty (30) days prior notice of Landlord's election to do so, which notice shall be given, if at all, within ninety (90) days following the date of such occurrence. In the event of the termination of this Lease as aforesaid, this Lease shall cease thirty (30) days after such notice is given, and the rent and other charges hereunder shall be adjusted as of that date.

In the event the "Leased Premises" be destroyed or damaged in whole or in part, at no fault of Landlord, at any time hereafter by any uninsured casualty, Tenant shall, at Tenant's expense, promptly make the necessary repairs.

Tenant shall be fully responsible and liable to the Landlord for any and all damage or destruction of the "Leased Premises" and/or the "Leased Premises", caused directly or indirectly, in whole or in part, by the negligence of Tenant, its agents, employees,

representatives, invitees and/or licensees, and Tenant hereby agrees to at all times hereafter, fully indemnify, defend, and hold Landlord harmless from any and all damages, losses, and costs (including reasonable attorneys fees, CPA fees and expert fees) suffered by Landlord as a result of any such negligence of the Tenant, its agents, employees, representatives, invitees and/or licensees, which indemnity shall be fully applicable regardless of any negligence or alleged negligence of the Landlord or its agents, employees, representatives, invitees, and/or licensees.

(d) **Tenant's Liability Insurance.** During the "Initial Term" of this Lease and the "First Renewal Term" and "Second Renewal Term", Tenant shall, at Tenant's sole expense, secure and maintain comprehensive general liability insurance including contractual liability against claims for injury, wrongful death, or property damage occurring upon, in, or about the "Leased Premises", with companies and in a form acceptable to Landlord, with minimum limits of ONE Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, and property damage insurance with minimum limits of no less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence. The policy or policies of insurance shall name Landlord as an additional insured. Such insurance, by its terms or endorsement, shall waive any right of subrogation of the insurer against Landlord, its agents and employees, from any loss or damage resulting from claims for injury, wrongful death or property damage occurring upon, in or about the "Leased Premises".

* Tenant must also maintain general liability cannabis insurance naming Landlord and PMI of New Mexico as additional insured.

(e) **Insurance Certificates.** Promptly after the commencement of the "Initial Term" and any "Renewal Term" of this Lease, Tenant shall deliver to Landlord certificates of its insurers evidencing all the insurance required to be maintained by Tenant herein, and, within thirty (30) days prior to the expiration of any such insurance, other certificates evidencing the renewal of such insurance, together with receipts showing payment of the premiums therefore. Each such certificate shall contain a clause requiring thirty (30) days notice to Landlord before any such policy can be canceled or non-renewed.

If Tenant at any time fails or refuses to maintain such insurance, Landlord may in its sole discretion cancel this Lease or may, but shall not be obligated to, obtain such insurance and Tenant shall pay Landlord on demand, as additional rent, the premiums therefor, together with interest thereon from the date of payment thereof at the rate of eighteen percent (18%) per annum.

8. **UTILITIES/JANITORIAL SERVICES:** (a) Tenant shall pay or cause to be paid when due all charges for utilities, including but not limited to gas, electricity, water, telephone, sewage and all other utilities used in or upon the entire "Leased Premises" during any term of this Lease. Tenant shall provide at its own cost all janitorial services with respect to the "Leased Premises". Tenant's obligation to pay for utilities and janitorial services shall be considered "Additional Rent".

(b) Landlord shall not be liable for any interruption or failure whatsoever in utility services.

9. **USE AND CARE OF PREMISES:** (a) **Permitted Use:** Tenant may use the premises to operate and conduct the sale of cannabis. No growing of cannabis will be permitted on the property.

Any other use of the "Leased Premises" shall only be permitted with the prior written consent of the Landlord. Tenant shall not use the "Leased Premises" in any unlawful manner and shall in all respects comply with all local, state and federal laws relative to Tenant's use and occupancy of the "Leased Premises". Tenant's acceptance of occupancy from Landlord shall constitute acknowledgment by Tenant that Tenant has inspected the "Leased Premises" and that same are suitable for Tenant's intended use thereof as stated in this Section. Tenant recognizes and agrees that Landlord is making no warranties, expressed or implied, as to the suitability of the "Leased Premises" for any particular use.

(b) **Use and Care:** The "Leased Premises" shall not be used or permitted to be used in whole or in part for any purpose or use in violation of the laws, ordinances, regulations or rules of any public authority or of Landlord at any time applicable thereto.

(c) **Hazards:** Tenant shall not, without Landlord's prior written consent, place anything within the "Leased Premises" for any purpose whatsoever which increases the premium cost or invalidates any insurance policy carried on the "Leased Premises" or the "Leased Premises". All property kept, store or maintained within the premises by Tenant shall be at Tenant's sole risk.

(d) **Environmental Issues:** Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities pertaining to Tenant's use of the "Leased Premises" and with any recorded covenants, conditions and restrictions, regardless of when they become effective, including, without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, Hazardous Materials (as hereinafter defined), waste disposal, air emissions and other environmental, zoning and land use matters, and with any directive or order of any public officer or officers, pursuant to law, which shall impose any duty upon Landlord or Tenant with

respect to the use or occupation of the "Leased Premises". Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the "Leased Premises" by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord.

(e) **Hazardous Material:** As used herein, the term "Hazardous Material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Safe Drinking Water Act, as amended, the Federal Water Pollution Control Act, as amended, the New Mexico Ground Water Protection Act, as amended, the New Mexico Environmental Improvement Act, as amended, the New Mexico Hazardous Chemicals Information Act, as amended, or any other federal, state or local environmental law, regulation, ordinance, rule, or bylaw, whether existing as of the date hereof, previously enforced or subsequently enacted.

(f) **Permits:** Tenant shall procure, at its sole expense, any permits and licenses required for the transaction of business in the "Leased Premises".

10. MAINTENANCE AND REPAIR OF PREMISES: (a) Commencing on the date of Tenant's occupancy of the "Leased Premises", Tenant shall have the sole and exclusive responsibility, at Tenant's expense, to maintain, repair and operate the "Leased Premises". Tenant shall at all times during the term of the Lease keep the interior and exterior of the "Leased Premises", including glass, doors, overhead doors, lighting, windows, window glass, plate glass, plumbing, including underground or otherwise concealed plumbing and interior plumbing, electrical and appliances, painting, equipment and fixtures, in good order, condition and repair, in a clean, sanitary and safe condition and in accordance with all applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction thereof. Tenant waives all rights to make any repairs at the expense of Landlord and Tenant agrees to return the same to Landlord at any termination hereof in as good condition and state of repair as the same are in as of the commencement of the term hereof, except for loss or damage occasioned by reasonable wear and tear. Tenant shall not cause any trash to accumulate on the "Leased Premises". Tenant shall keep the sidewalks in front of the "Leased Premises" free from ice and snow, litter, debris, dirt and obstruction. Tenant is also responsible for all items included under Common Area Maintenance Section 6.

(b) Landlord shall, at its expense, maintain and repair structural elements of the Leased Premises". The term structural elements as used in this clause is limited to the foundation, bearing walls, roof system, floors (not including floor covering), and column supports. The term roof system includes, but is not limited to, the roof covering, flashing and insulation. The Landlord shall otherwise have no responsibility or liability for the maintenance or repair of the "Leased Premises" or any improvement thereon. Tenant must hire a licensed professional to maintain all heating and cooling units. Tenant, under no circumstance is authorized to perform work on any heating or cooling unit. Maintenance records must be kept by tenant.

(c) Landlord makes no representations regarding the condition of any improvements and/or personal property on the "Leased Premises" and hereby disclaims any warranties express or implied as to the condition of the "Leased Premises" and of all personal property on the "Leased Premises". Tenant is leasing the "Leased Premises" "AS IS", without reliance upon any representations of the Landlord and based solely upon Tenant's own judgment and inspection of the "Leased Premises".

(d) Tenant agrees that Landlord shall have no liability for (i) any damages or injury arising out of any condition or occurrence upon the "Leased Premises, or (ii) any damages or injury arising out of any condition or occurrence causing a need for maintenance or repairs within the "Leased Premises" or the "Leased Premises", unless such damages or injury arise out of a failure in the structural integrity of the "Leased Premises" which failure was not caused by any contribution or negligence by the Tenant, its employees, subtenants, agents, representatives, invitees and/or licensees.

10.1 **Repairs:** The term repairs shall include but not be limited to replacement and/or removal, when necessary, and all such repairs shall be at least equal in quality and kind to the original work.

10.2 **Landlord's Right to Repair:** If any repairs required to be made by Tenant hereunder are not made within ten (10) days after written notice delivered to Tenant by Landlord, Landlord, may, at its option, make such repairs without liability to Tenant for any loss or damage which may result to its business by reason of such repairs, and Tenant shall pay to Landlord immediately upon demand as Additional Rent hereunder the costs of such repairs plus interest on the cost of such repairs at the rate of eighteen percent (18%) per annum, and failure to do so shall constitute an event of default hereunder.

11. ALTERATIONS AND IMPROVEMENTS: (a) Tenant shall not make any alterations, additions, or

improvements to the "Leased Premises" without first obtaining Landlord's written approval of the proposed plans and specifications, and further provided that any alterations or improvements shall be done expeditiously and in a good and workmanlike manner and further provided that the alterations or improvements shall be made at Tenant's sole cost and expense. Without exception, all such alterations and improvements shall become the property of Landlord and remain on the "Leased Premises" at the expiration of or sooner termination of this Lease without Landlord being required to compensate Tenant for such alterations or improvements, subject to Tenant's right to use same during the term hereof.

(b) All fixtures and improvements of a detachable or temporary nature, including, but not limited to, lighting fixtures, placed upon the "Leased Premises" by Tenant, shall become the property of Landlord. Tenant shall not unreasonably interfere with Landlord's right of access to the "Leased Premises" for the purpose of preparing the same for new Tenants, sale or otherwise.

(c) All alterations, additions or improvements must be accomplished in compliance with all applicable laws, ordinances or regulations. All such alterations, additions or improvements shall become the property of Landlord upon the termination of this Lease. Tenant shall repair any damage occasioned by its use of same, normal wear and tear excepted.

(d) In the event that during the term hereof any alteration, addition or other change to the "Leased Premises", or any portion thereof, is required to be made by the enactment, amendment or repeal of any statute, ordinance, rule or regulation, or by the rendering of any judicial or administrative decision, then and in that event:

(i) if such alteration, addition or change is required solely by reason of the manner or mode or character of Tenant's use of the "Leased Premises", or any other reason not due to a structural defect, then said alteration, addition and change shall be promptly made and paid for solely by Tenant;

(ii) if said alteration, addition or change is required as the result of a structural defect in any building which is a part of the "Leased Premises", or other structural condition relating to the "Leased Premises", which was in existence as of the date hereof, then said alteration, addition and change shall be made and paid for solely by Landlord.

(e) Upon termination of this Lease, Tenant agrees to surrender such premises in the same condition as when received from Landlord, reasonable wear and tear alone expected. All broken glass from any cause shall be replaced by the Tenant. Upon termination of this Lease, Tenant will not damage or remove any portion of the "Leased Premises", any fixtures and/or any personal property in or upon the "Leased Premises" except as approved in writing by Landlord.

(f) Tenant shall permit no liens or encumbrances to be filed against, or to attach, to the "Leased Premises" in connection with work or materials furnished on behalf of Tenant. If any of such liens do attach, or in the event any affidavit of lien is filed in the official public records of the county in which the "Leased Premises" is located, with respect to all or any part of the "Leased Premises", then Landlord may, but shall have no obligation therefor, to pay or otherwise satisfy the same and add the cost plus interest thereon at the rate of eighteen percent (18%) per annum and Landlord's reasonable attorneys fees incurred to the next installment of rent, which such cost shall constitute additional rent hereunder. Tenant's failure to pay said costs (additional rent) with the next due rental installment shall constitute an event of default hereunder.

12. **INDEMNITY:** Tenant shall at all times hereafter indemnify, defend and hold Landlord and its representatives or managers harmless from and against all liabilities, obligations, losses, costs, property damages, injury to or death of any person, penalties, claims, actions, suits, any and all costs, charges and expenses of any nature whatsoever, including but not limited to reasonable attorney's fees, which may be imposed upon or incurred by or asserted against Landlord arising from:

- (i) the condition of the "Leased Premises" or any appurtenances thereof being allegedly improperly constructed, or being or becoming out of repair;
- (ii) the use and occupancy and/or any other condition of the "Leased Premises" by or attributable to Tenant or Tenant's employees, agents, representatives, invitees, licensees, and guests, and/or any other third parties or persons;
- (iii) any occurrence on or about the "Leased Premises";
- (iv) any crime committed on or about the "Leased Premises";

- (v) any claim or suit against the Landlord based upon issues relating to Tenant's business and/or use of the "Leased Premises";
- (vi) any claim or suit against Landlord based upon alleged damages to any third party individuals and/or entities allegedly caused by Tenant herein; and
- (vii) any contamination of the "Leased Premises" in violation of any local, state and/or federal laws.

This indemnity shall be fully applicable regardless of the negligence or the alleged negligence of Landlord. In the event that any action or proceeding shall be brought against Landlord by reason of any claim above referred to, Tenant, upon written notice from Landlord, shall at Tenant's sole cost and expense defend the same or at Landlord's sole discretion, pay any legal and other expenses incurred by Landlord in defending same. Landlord shall not be liable for any damage to or theft of any personal property, goods, commodities, or materials in or about the "Leased Premises", whether such personal property, goods, commodities, or materials are those of Tenant or of others.

13. WAIVER: LANDLORD, ITS AGENTS, REPRESENTATIVES AND EMPLOYEES, SHALL NOT BE LIABLE FOR, AND TENANT WAIVES ALL CLAIMS FOR DAMAGE (EXCEPT CLAIMS CAUSED BY OR RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES), INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES, TO PERSON, PROPERTY OR OTHERWISE, SUSTAINED BY TENANT OR ANY PERSON CLAIMING THROUGH TENANT RESULTING FROM ANY ACCIDENT OR OCCURRENCE IN OR UPON ANY PART OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR DAMAGES RESULTING FROM: (A) ANY EQUIPMENT OR APPURTENANCES BECOMING OUT OF REPAIR; (B) INJURY DONE OR CAUSED BY WIND, WATER, OR OTHER NATURAL ELEMENTS; (C) ANY DEFECT IN OR FAILURE OF PLUMBING, HEATING, OR AIR-CONDITIONING EQUIPMENT, ELECTRICAL WIRING OR INSTALLATION THEREOF, GAS, WATER, AND STEAM PIPES, STAIRS, PORCHES, RAILINGS OR WALKS; (D) BROKEN GLASS; (E) THE BACKING UP OF ANY SEWER PIPE OR DOWNSPOUT; (F) THE BURSTING, LEAKING OR RUNNING OF ANY TANK, TUB, WASHSTAND, WATER, SNOW OR ICE UPON THE PREMISES; (G) THE FALLING OF ANY FIXTURE, PLASTER OR STUCCO; (H) DAMAGE TO OR LOSS BY THEFT OR OTHERWISE OF PROPERTY OF TENANT OR OTHERS; (I) ACTS OR OMISSIONS OF OTHER PERSONS IN THE PREMISES, OCCUPANTS OF NEARBY PROPERTIES, OR ANY OTHER PERSONS; AND (J) ANY ACT OR OMISSION OF OWNERS OF ADJACENT OR CONTIGUOUS PROPERTY. ALL PROPERTY OF TENANT KEPT IN THE PREMISES SHALL BE SO KEPT AT TENANT'S RISK ONLY AND TENANT SHALL INDEMNIFY, DEFEND AND SAVE, LANDLORD HARMLESS FROM CLAIMS ARISING OUT OF DAMAGE TO THE SAME, INCLUDING SUBROGATION CLAIMS BY TENANT'S INSURANCE CARRIER.

14. LIENS: (a) Tenant covenants and agrees to promptly pay when due all claims for work and materials furnished to the "Leased Premises" in connection with any improvements thereto, and shall not permit or suffer any liens, or encumbrances to attach to the "Leased Premises", and shall indemnify, defend and hold harmless, Landlord against loss therefrom, including but not limited to Landlord's reasonable attorneys fees and all sums necessary in Landlord's sole discretion to protect the "Leased Premises" from any such claims, regardless of the negligence or alleged negligence of the Landlord.

(b) If the "Leased Premises" or Tenant's leasehold interest therein shall at any time during the term of the Lease become subject to any mechanic's, laborer's or materialmen's lien based upon the furnishing of material or labor to Tenant on the "Leased Premises", Tenant shall immediately notify Landlord of such liens and proceedings thereon and shall cause such liens, at Tenant's sole expense, to be discharged within thirty (30) days after notice to Tenant thereof. Tenant shall, in all circumstances, provide Landlord with a performance bond or other satisfactory security to indemnify, defend and hold harmless Landlord from and against any such liens, damages, and/or expenses and attorney's fees.

15. DEFAULT AND REMEDIES: (a) All the provisions of this Lease are conditions precedent to be faithfully and fully performed and observed by Tenant to entitle Tenant to continue its possession of the "Leased Premises".

(b) Tenant does hereby grant to Landlord a contractual lien on all fixtures, chattels and all other property of Tenant now or hereafter placed in or upon the "Leased Premises", which lien shall secure this Lease and any and all obligations of Tenant hereunder. Such property is hereby subjected to a lien in favor of Landlord and shall be and remain, subject to such lien for payment of all rents and other sums agreed to be paid by Tenant hereunder including Landlord's attorney's fees, said lien to be in

addition to and cumulative of the Landlord's lien, statutory, constitutional or otherwise, in accordance with New Mexico law.

Tenant hereby grants to Landlord a security interest in and to all of Tenant's machinery, equipment, furniture, fixtures, inventory and all other personal property of any kind whatsoever, now or hereafter placed in or upon the "Leased Premises", as collateral for all obligations of Tenant to Landlord pursuant to the terms of this Lease and/or as allowed by applicable law, including but not limited to all rent and other charges due hereunder, taxes, insurance, utilities, all Common Area Maintenance Charges, interest on all sums due hereunder, holdover rent, Landlord's reasonable attorney's fees incurred in the enforcement of this Lease and any and all costs and expenses incurred by Landlord of any nature whatsoever if incurred as a result of a default by Tenant in any term or condition of this Lease. It is further understood and agreed that this security interest shall secure, in addition to the terms of this Lease, any and all other debts and obligations owed by Tenant to Landlord created or incurred by whatever means, including contractual, tortious and/or operation of law. Tenant agrees, simultaneously with the execution of this Lease, to execute a UCC-1 Financing Statement to be filed in the county where the "Leased Premises" is situated and with the New Mexico Secretary of State, to perfect Landlord's security interest as described above.

Landlord shall have all of the rights provided to a secured party in the Uniform (New Mexico) Commercial Code, 55-2 and 55-2A NMSA 1978 (1991 Repl.), with respect to the above security interest, including but not limited to the right to self-help repossession and the foreclosure and sale of the personal property collateral which is the subject of the above security interest, without the necessity of a judicial foreclosure. At Landlord's sole option, it may give appropriate written notice to Tenant that the above personal property collateral which is the subject of this security interest may be sold at a public sale or at a private sale to the highest bidder for cash following ten (10) days notice to Tenant, or upon notice as may otherwise be required by the Uniform (New Mexico) Commercial Code.

Without waiving or modifying the foregoing, in the event of breach of this Lease by Tenant, Landlord shall have the right to remove and store any and all of the personal property in or about the "Leased Premises" which is subject to the Landlord's lien and the above security interest. Tenant shall be liable for all storage fees assessed or incurred by Landlord. Landlord may dispose of this property once it has been stored, if Tenant does not claim the property within sixty (60) days after the date the property is stored, or within such other time as may be appropriate pursuant to New Mexico statutes. In all events, Tenant must pay to Landlord all sums due hereunder in order to receive return of said property.

Landlord shall have all other rights and remedies as allowed by the Uniform (New Mexico) Commercial Code and/or other applicable New Mexico statutory and/or common law in the event of default by Tenant.

(c) If Tenant shall fail to pay any installment of rent or other sum when it becomes due and payable as provided herein, or shall fail in the performance of any of the covenants, agreements, terms or conditions of this Lease, or if Tenant shall desert, abandon or vacate the "Leased Premises", or if by reason of Tenant's occupancy of the "Leased Premises", Landlord shall be unable to procure or keep insurance on the "Leased Premises" or the improvements thereon, as provided herein, then in any such event, without a grace period or notice to Tenant to make good such default or condition, Tenant shall be deemed to be in default; and, without further notice of any kind, Landlord may at its option:

- (1) Reenter and take possession of the "Leased Premises" by legal eviction proceedings or otherwise without terminating this Lease, by force if necessary, and relet the "Leased Premises" in whole or in part for the account of Landlord at such rental and upon such covenants and conditions to such tenant or tenants as Landlord may deem proper and for a longer or shorter period than the balance of the term of this Lease. Landlord shall receive all proceeds and rents accruing from such reletting and shall apply such proceeds first to the payment of all reasonable costs and expenses incurred by Landlord in obtaining possession of and in reletting the "Leased Premises", including without limitation reasonable attorneys fees and collection fees, then to the reasonable cost of alterations, repairs or remodeling necessary in Landlord's opinion to enable Landlord to relet the "Leased Premises", and then to the payment of all such amounts as may be due or may become due under the provisions of this Lease and finally to any other amounts due to Landlord by Tenant. If the proceeds or rentals so received by Landlord under the provisions of this paragraph are insufficient to pay all such expenses and all amounts due and become due hereunder and as described above, Tenant shall pay to Landlord upon demand by Landlord, such deficiency, and Landlord need not wait until the termination of this Lease to recover such deficiency by legal or other action.
- (2) Terminate this Lease at once, including any interest of Tenant hereunder, and immediately reenter and take possession of the "Leased Premises" by legal proceedings or otherwise and by force if necessary.

- (3) In the event of any reentry, Landlord may remove all persons from the "Leased Premises, and Landlord may remove all property located in or about the "Leased Premises". At Landlord's option, it may either place such property in a public or private warehouse at the cost and risk of Tenant and/or sell such property in whole or in part in accordance with the applicable terms of the Uniform (New Mexico) Commercial Code, or by the filing of an appropriate foreclosure lawsuit and in the manner and after giving the notices, if any, required by the laws of the State of New Mexico, to the highest bidder for cash, with or without such property being present at the sale. The proceeds shall be applied first to the payment of all reasonable costs and expenses incurred by Landlord in taking and removing such property, including without limitation reasonable attorney's fees, then to the payment of any rent and/or other amounts owing to Landlord, and finally the balance remaining, if any, shall be paid to Tenant.
- (4) No reentry or reletting of the "Leased Premises" shall be construed as an election by Landlord to terminate this Lease unless a written notice of such intention is given by Landlord to Tenant; and notwithstanding any such reletting without terminating this Lease, Landlord may at any time thereafter elect to terminate this Lease in the event that Tenant remains in default hereunder.
- (5) Tenant waives all claims or demands for damages that may be caused by Landlord in reentering and taking possession of the "Leased Premises" as hereinabove provided and all claims or demands for damages resulting from the destruction, interruption or injury to the Tenant's business and/or the "Leased Premises" and all claims or demands for damages or loss of property belonging to Tenant or any other person that may be in or about the "Leased Premises" at the time of such reentry.
- (6) In addition to all rights of Landlord specified herein, Landlord shall be entitled to all other rights provided in law or equity. The various rights, options and remedies of Landlord contained in this Lease shall be cumulative, and no one of them shall be construed as exclusive of any of the others.
- (7) Neither the acceptance of rental hereunder nor lapse of time nor any other act or omission on the part of Landlord, its agents or employees, shall constitute a waiver of any breach by Tenant of the covenants or conditions of this Lease; so long as any such breach continues, Landlord shall have the right to declare the Tenant to be in default and to enforce the remedies provided herein. The waiver by Landlord, its agents or employees, of any breach in the performance by Tenant of any covenant contained herein shall not be construed to be a waiver of any preceding or subsequent breach of any covenant contained herein. The subsequent acceptance of rent or other sums hereunder by Landlord shall not be deemed a waiver of any preceding breach other than the failure of Tenant to pay the particular rental or other sum so accepted, regardless of Landlord's knowledge of such preceding default at the time of acceptance of such rent or other sums.
- (8) If Landlord retains an attorney to enforce any of its rights hereunder, or becomes involved in any suit connected with this Lease or the "Leased Premises", Tenant shall pay Landlord's reasonable court costs and reasonable attorney's fees.

16. DEFAULT BY LANDLORD: Landlord shall in no event be charged with default in any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such default) after written notice to Landlord by Tenant, specifically describing such failure. All obligations of Landlord hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate this Lease for breach of Landlord's obligations hereunder. All obligations of Landlord under this Lease will be deemed binding upon Landlord only during the period of its ownership of the "Leased Premises" and not thereafter. The term "Landlord" in this Lease shall mean only the owner, for the time being of the "Leased Premises", and in the event of the transfer by such owner of its interest in the "Leased Premises", such owner shall thereupon be released and discharged from all obligations of Landlord thereafter accruing, but such obligations shall be binding during the Lease Term upon each new owner for the duration of such owner's ownership. Any liability of Landlord under this Lease shall be limited solely to its interest in the "Leased Premises", and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property of assets of Landlord.

17. ACCORD AND SATISFACTION: No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest rent then due, nor shall any endorsement or

statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for herein or under any applicable law.

18. **TENANT'S INSOLVENCY OR BANKRUPTCY:** (a) It is agreed by Tenant that upon the filing of any petition by or against Tenant under any chapter of the federal or state bankruptcy laws, or upon the adjudication of Tenant as a bankrupt or insolvent, or upon the appointment of a receiver or trustee to take possession of all or substantially all of the assets of Tenant, or upon the making of a general assignment by Tenant for the benefit of creditors, or upon the taking of any other action by Tenant under any state or federal insolvency or bankruptcy act or other similar law, and upon the continuance of any of the foregoing events for ten (10) days, Landlord may, at its election, declare this Lease in default immediately without notice to Tenant; and, in such an event, Landlord may exercise all rights and remedies herein provided to it upon default and/or as provided by applicable contract or law without necessity of notice to Tenant.

(b) Neither this Lease, nor any interest herein, nor any estate created hereby, shall pass by operation of law under any state or federal insolvency or bankruptcy act or similar law to any trustee, receiver, assignee for the benefit of creditors, or any other person whatsoever without the prior written consent of Landlord. Any purported or attempted transfer in violation of the provisions of this paragraph shall constitute a default under this Lease, and Landlord, at its option by written notice to Tenant or appropriate party, may exercise all rights and remedies herein provided for upon such a default, including the termination of this Lease without the necessity of notice.

19. **LANDLORD MAY PAY TENANT'S OBLIGATIONS:** In the event that Tenant does not pay before delinquency any rental payments, insurance, assessments, or other charges to be paid hereunder by Tenant, Landlord shall have the right, but not the obligation, without notice to Tenant, to make such payment and to charge Tenant therefor, together with interest thereon from the date of such payment to the date of repayment by Tenant to Landlord at the rate of eighteen percent (18%) per annum.

20. **SIGNAGE:** Tenant will not place or cause to be placed or maintained on any exterior door, wall or window of the "Leased Premises" any advertising matter or other thing of any kind and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or opening, without Landlord's prior written approval. In the event such approval shall not be given, any such sign may be removed by Landlord or Landlord's representative without notice and without the same constituting a breach of this Lease or entitling Tenant to claim damages on account thereof. No symbol, design, name, mark or insignia adopted by the Landlord shall be used without the prior written consent of Landlord. Any illuminated signs located in the interior of the "Leased Premises" shall be in good taste so as not to detract from the general appearance of the "Leased Premises". Tenant further agrees to maintain any such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times.

In the event Landlord maintains a freestanding sign location, at Landlord's option and sole discretion, Tenant shall be entitled to place Tenant's sign at that location, provided Tenant's sign is consistent with the decor and size requirements of the location and provided that Landlord reviews the proposed sign and consents in writing. Any sign to be placed by Tenant at any location, whether with or without Landlord's consent, shall comply with all state, local, and federal laws, rules, and regulations. No signs will be painted directly on the interior or exterior walls of the "Leased Premises".

21. **RULES AND REGULATIONS:** Tenant agrees that in managing the "Leased Premises" the Landlord shall have the right from time to time to declare or publish separate rules and regulations applicable to the "Leased Premises". Landlord agrees that in carrying out its rules and regulations applicable to the "Leased Premises" that Tenant shall not be discriminated against. Tenant covenants and agrees that it will comply with all reasonable rules and regulations proclaimed or published by the Landlord from time to time, including but not limited to restrictions on signs, parking, garbage, radio and television aerials, special sales, pest control, etc.

Landlord shall, for the enforcement of all rules, regulations, covenants, conditions and agreements now or hereafter made a part of this Article, to be referred to as "Rules and Regulations", have all remedies in this Lease provided for breach of the provisions hereof.

22. **RELATIONSHIP OF THE PARTIES:** Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or a joint venture between the

parties hereto, it being understood and agreed that neither the method of computation of rent or any other provision contained herein, or any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship between Landlord and Tenant.

23. **HOLDING OVER:** If Tenant holds over or occupies the "Leased Premises" beyond the "Initial Term" without exercising the "First Renewal Option", or beyond the "First Renewal Option" period without exercising the "Second Renewal Option", or the "Second Renewal Option" (it being agreed that there shall be no such holding over or occupancy without the Landlord's prior written consent), Tenant shall pay to Landlord for each day of such holding over a sum equal to one hundred fifty percent (150%) of the "Base Rent" and "Additional Rent" prorated for the number of days of such holding over. If Tenant holds over with or without Landlord's prior written consent, Tenant shall, at Landlord's option, occupy the "Leased Premises" on a tenancy for month to month and all other terms and provisions of this Lease shall be applicable to such hold over period. If Tenant holds over without Landlord's prior written consent, such shall constitute a default under the terms of this Lease and Landlord shall have all rights and remedies as provided in this Lease.

24. **ENTRY RESERVED BY LANDLORD:** Landlord may, during the term of this Lease, at reasonable times, and with prior notice, enter upon the "Leased Premises" for the purpose of inspecting same or to do anything required or permitted by this Lease, or for such other purposes as Landlord may deem appropriate in its sole discretion.

25. **SURRENDER:** Upon the expiration of the term of this Lease, or upon an earlier termination of this Lease, Lessee shall surrender up peaceable possession of the "Leased Premises" in the same condition as the "Leased Premises" are in at the commencement of this Lease, reasonable wear and tear alone excepted.

26. **SUCCESSORS AND ASSIGNS:** All rights and liabilities herein given or imposed upon the respective parties hereto shall bind and inure to the several respective heirs, successors, administrators, executors and assigns of the parties and if Tenant is more than one person, they shall be bound jointly and severally by this Lease. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment is approved by Landlord as required herein.

27. **NOTICES:** Any notice or other communication required or permitted to be given or served by either party to this Lease shall be in writing and shall be deemed to have been given or served when deposited in the United States mail, postage prepaid, addressed to Tenant at the address of the "Leased Premises" and Landlord or Landlord's representative at Property Management & Investments of New Mexico, LLC, 205 W. Boutz Road Bldg. 6 Stc. B, Las Cruces, NM 88005.

28. **BROKER'S COMMISSION:** Landlord and Tenant represent to the other that there are no broker's commissions in connection with this Lease, except as may be the responsibility of Landlord. In this regard, Landlord hereby discloses to Tenant that Landlord may pay a brokerage commission to Property Management & Investments of New Mexico, LLC.

Tenant and the Guarantors of this Lease hereinafter named, shall at all times hereafter, indemnify, defend and hold Landlord and its Members, Managers, officer, employees, agents, representatives and attorneys harmless from any broker's commission which may be alleged as due and owing as a result of the conduct of Tenant or Tenant's agents and representatives. Likewise, Landlord shall, at all times hereafter indemnify, defend and hold Tenant harmless from any broker's commission due or to be paid to Property Management & Investments of New Mexico, LLC or any other broker alleging the right to a commission by virtue of the conduct of the Landlord.

29. **COMPLIANCE WITH LAWS:** Tenant agrees, at its sole cost and expense, to comply with all the regulations and requirements of all municipal, county, state and federal authorities now in force or which may hereafter be in force pertaining to the "Leased Premises" and shall faithfully observe in the use of the "Leased Premises" all municipal ordinances and county, state and federal statutes now in force or which may hereafter be in force. Tenant further agrees that it will pay for any alterations or changes in the "Leased Premises" which may be required during the term of this Lease to comply with any regulations and requirements of municipal, county, state or federal authorities. Tenant shall indemnify and hold harmless the Landlord from any penalties, damages or charges imposed or incurred for any violation of such regulations, requirements, ordinances or laws, whether or not occasioned by the negligence of the Tenant or any agent, tenant or contractor then upon or using the "Leased Premises", and regardless of the negligence or alleged negligence of the Landlord.

30. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and

effect and shall in no way be affected, impaired or invalidated thereby.

31. **EFFECT OF WAIVER:** Any waiver by Landlord or Tenant of any breach of this Lease, or of any right of either party, shall not constitute a waiver of any other breach or of any other right.

32. **ENTIRE AGREEMENT:** This Lease contains the entire agreement between the parties hereto, supersedes and prior or contemporaneous alleged agreements, verbal and written, and no term or provision hereof may be changed, waived, discharged or terminated unless the same be in writing executed by Landlord and Tenant.

33. **LAW:** The laws of the State of New Mexico shall govern the construction, performance and enforcement of this Lease.

34. **TIME:** Time shall be of the essence in the performance of every term, covenant and condition of this Lease.

35. **INSPECTION AND CONDITION OF PREMISES:** Tenant acknowledges that it has inspected the entire premises including improvements, personal property, equipment, and all locks and latches of each and every door of the "Leased Premises", and all windows and exterior openings. Tenant accepts said premises including all locks and latches in their present condition and in all respects "AS IS". It is agreed that Landlord has the right, but not the obligation to furnish alarms of any kind, security guards, or additional locks or latches for the "Leased Premises". Tenant, by its entry into the "Leased Premises", expressly acknowledges the fact and represents that it shall have duly examined or caused to be examined the "Leased Premises" prior to the entry thereof, knows or will know the condition thereof, and agrees that no representation or warranty as to the condition or repair of said premises has been made by Landlord or its agents.

36. **GENDER AND INTERPRETATION OF TERMS AND PROVISIONS:** As used in this Lease and whenever required by the context thereof, each number, both singular or plural, shall include all numbers, and each gender shall include all genders. Landlord and Tenant as used in this Lease or in any other instrument referred to in, or made a part of this Lease shall likewise include both the singular, and the plural, a corporation, co-partnership, individual or person acting in any fiduciary capacity as executor, administrator, trustee, or in any other representative capacity. All covenants herein contained on the part of Tenant shall be joint and several.

37. **GOVERNMENTAL REGULATIONS:** Tenant shall, at its expense, comply with all applicable state, federal and/or local laws, ordinances and regulations in its use of the "Leased Premises".

38. **AMENDMENT:** No amendment, modification or alteration of the terms hereof shall be binding unless the same be made in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

39. **SUBORDINATION AND ATTORNMENT:** (a) This Lease shall be inferior at all times to the lien of any first mortgage or mortgages which now or hereafter are a lien upon any part of the "Leased Premises". Upon Landlord's request, Tenant will subordinate its rights hereunder to the liens of any mortgages or any lien resulting from any method of financing (hereinafter collectively referred to as "mortgage") now or hereafter existing against all or a part of the "Leased Premises", and to all renewals, modifications, replacements, consolidations and extensions thereof, and Tenant shall execute and deliver all documents requested by a mortgagee or security holder to effect such subordination, provided the mortgagee or security holder agrees in writing that if Landlord defaults under the mortgage, said mortgagee or security holder shall not disturb Tenant's possession while Tenant is not in default hereunder. If Tenant fails to execute and deliver any such document requested by a mortgagee or security holder to effect such subordination, Landlord is hereby authorized to execute such documents and take such other steps as are necessary to effect such subordination on behalf of Tenant as Tenant's duly authorized irrevocable agent and attorney-in-fact.

(b) Tenant's failure to execute instruments or certificates provided for in this Lease within fifteen (15) days after the mailing by Landlord of a written request shall be a default under this Lease.

40. **ASSIGNMENT, SUBLETTING AND OWNERSHIP:** (a) Tenant shall not transfer, assign, sublet, enter into license or concession agreements, change ownership or hypothecate this Lease or Tenant's interest in and to the "Leased Premises" without first procuring the written consent of Landlord, which Landlord may grant or refuse to grant at its sole discretion. Any attempt at transfer, assignment, subletting, license or concession agreement, change or ownership or hypothecation without Landlord's written consent shall be void and confer no rights upon any third person. The prohibitions of this Article shall be

construed to refer to any acts or events which occur by operation of law, legal process, receivership, bankruptcy or otherwise.

(b) Each transfer, assignment, subletting, license or concession agreement and hypothecation to which there has been consent shall be by instrument in writing, in form satisfactory to Landlord, and shall be executed by the transferor, assignor, sublessor, licensor, concessionaire, hypothecator or mortgagor and the transferee, assignee, sublessee, licensee, concessionaire or mortgagee shall agree in writing for the benefit of Landlord to assume, to be bound by, and to perform the terms, covenants and conditions of the Lease to be done, kept and performed by Tenant. One executed copy of such written instrument shall be delivered to Landlord. Failure to first obtain in writing Landlord's consent or failure to comply with the provisions of this Article shall operate to prevent any such transfer, assignment, subletting, license, concession agreement or hypothecation from becoming effective.

41. EMINENT DOMAIN: (a) In the event the entire "Leased Premises" shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and both Landlord and Tenant shall thereupon be released from any liability thereafter accruing hereunder. In the event more than twenty-five percent (25%) of the square footage of floor area of the "Leased Premises" is taken under the power of eminent domain by any public or quasi-public authority, or if by reason of any appropriation or taking, regardless of the amount so taken, the remainder of the "Leased Premises" is not usable for the purposes for which the "Leased Premises" were leased, then either Landlord or Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate a portion of the "Leased Premises" so taken, upon giving notice to the other in writing of such election within sixty (60) days after the date of such taking. In the event of such termination, both Landlord and Tenant shall thereupon be released from any liability thereafter accruing hereunder. In the event a portion of the "Leased Premises" shall be taken, condemned or transferred as aforesaid and as a result thereof, Landlord, in its sole discretion, elects to discontinue the operation of Landlord's parcel, Landlord may cancel this Lease by giving Tenant notice of its election and this Lease shall terminate and become null and void ninety (90) days after said notice, and the provisions with respect to the awards shall be as set forth in Paragraph (b) of this Article.

(b) Whether or not this Lease is terminated, Landlord shall be entitled to the entire award or compensation in such proceedings, but nothing herein shall be deemed to affect Tenant's right to receive compensation or damages for its fixtures and personal property. If this Lease is terminated as hereinabove provided, all items of rent, additional rent and other charges for the last month of Tenant's occupancy shall be pro-rated and Landlord agrees to refund to Tenant any rent, additional rent or other charges paid in advance.

(c) Except as otherwise provided in the final sentence in Paragraph (a) of this Article, if both Landlord and Tenant elect not to so terminate this Lease, Tenant shall remain in that portion of the "Leased Premises" which shall not have been appropriated or taken as herein provided, and Landlord agrees, at Landlord's cost and expense, to, as soon as reasonably possible, restore the remaining portion of the "Leased Premises" to a complete unit of like quality and character as existed prior to such appropriation or taking; and thereafter, the Minimum Annual Rental provided for herein shall be adjusted on an equitable basis, taking into account the relative value of the portion taken as compared to the portion remaining. For the purpose of this paragraph, a voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation, shall be deemed an appropriation or taking under the power of eminent domain.

42. ATTORNEY'S FEES AND WAIVER OF A JURY TRIAL: In the event that at any time during the term of this Lease, the Landlord shall institute any demand, claim, action or proceeding against the Tenant and/or "Guarantors" relating to the provisions of this Lease, or any default hereunder, then, and in that event, the Landlord shall be entitled to collect from the Tenant all of Landlord's reasonable attorney's fees and other disbursements incurred therein. **Landlord and tenant acknowledge the delay, expense and uncertainty associated with a jury trial involving a complex commercial lease of this nature, and in recognition of these inherent problems hereby waive their rights to a jury trial and agree that any litigation regarding this Lease, including, without limitation, a cause of action for eviction of Tenant, will be tried without a jury. In the event of a bankruptcy action filed by or against Tenant, Tenant will be responsible for and will pay any and all attorneys fees and court costs and expenses incurred by Landlord in relation to the bankruptcy, as additional rent.**

43. CONFIDENTIALITY: Tenant acknowledges that the terms and conditions of this Lease are to remain confidential for the Landlord's benefit, and may not be disclosed by Tenant to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent. The consent by the Landlord to any disclosures shall not be deemed to be a waiver on the part of the Landlord of any prohibition against any future disclosure.

44. **SALE OF THE "LEASED PREMISES" BY LANDLORD:** In the event that any sale of the "Leased Premises" or any portion thereof by the Landlord and a resulting assignment by the Landlord of this Lease, it is expressly understood and agreed that the Landlord shall be, and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the "Leased Premises" or this Lease occurring after the consummation of such sale, exchange and assignment.

45. **FINANCIAL STATEMENTS:** Tenant shall, within ten (10) days of request of Landlord, Landlord's representative, or Landlord's lender, furnish Tenant's financial statements in reasonable detail and certified as complete and correct by an authorized officer or a principal Tenant.

46. **OTHER PROVISIONS:**

1. Tenant is responsible for gas and electric services. For El Paso Electric purposes meter #105379149. Water, wastewater and trash are included.
2. Signage must be in compliance with the Town of Mesilla regulations and submitted for approval.
3. Tenant will comply with all applicable state, federal and/or local laws, ordinances and regulations regarding the sale of cannabis.
4. No smoking of any substances is permitted inside the lease premises in the rear common area.
5. Rear entrance is to only be used as a pass through. No loitering is permitted in the area.

47. **EXHIBITS ATTACHED:** The following Exhibits are attached to this Lease and are incorporated herein by reference.

TENANT(S)

Bader Jouda

Tenant Name

Bader Jouda
Bader Jouda (Jul 1, 2022 11:52 AM)

Jul 1, 2022

Tenant Signature

Date

Tenant Signature

Date

12356 desert palms ave

El paso

07/01/2022

79938

Tenant Address

City

State

Zip Code

9158005842

9158005842

Bader.jouda724@gmail.com

Tenant Phone

Cell Phone

Email

OWNER/LANDLORD

Property Management & Investments of New Mexico, LLC

(PMI of New Mexico)

Owner/Landlord Name

Nicole Gutierrez

By (Print)

Nicole Gutierrez

6/30/2022

Owner/Landlord Signature

Date

205 W. Boutz Road Bldg. 6 Ste. B

Las Cruces

NM

88005

Owner/Landlord Address

City

State

Zip Code

(575) 652-4043

amanda@pmiofnewmexico.com or marvid@pmiofnewmexico.com

Owner/Landlord Phone

Email

TENANT'S BROKER

Property Management & Investments of New Mexico, LLC

(PMI of New Mexico)

Owner/Landlord Name

Amanda Ortega-Charlson

or

Marvid Charlson

or Nicole Gutierrez

By (Print)

Nicole Gutierrez

6/30/2022

Owner/Landlord Signature

Date

205 W. Boutz Road Bldg. 6 Ste. B

Las Cruces

NM

88005

Owner/Landlord Address

City

State

Zip Code

(575) 652-4043

amanda@pmiofnewmexico.com or marvid@pmiofnewmexico.com

Owner/Landlord Phone

Email






2060 Calle De Parian - Lease Agreement

Final Audit Report

2022-07-01

Created:	2022-06-30
By:	Nicole Gutierrez (nicole@pmiofnewmexico.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_TtD3p5tnPpODOHWxOXeIWq_q7mBZwny

"2060 Calle De Parian - Lease Agreement" History

-  Document created by Nicole Gutierrez (nicole@pmiofnewmexico.com)
2022-06-30 - 10:50:28 PM GMT- IP address: 76.113.54.228
-  Document emailed to bader.jouda724@gmail.com for signature
2022-06-30 - 10:51:05 PM GMT
-  Email viewed by bader.jouda724@gmail.com
2022-06-30 - 11:28:42 PM GMT- IP address: 66.249.80.17
-  Document e-signed by Bader Jouda (bader.jouda724@gmail.com)
Signature Date: 2022-07-01 - 5:52:10 PM GMT - Time Source: server- IP address: 208.184.162.172
-  Agreement completed.
2022-07-01 - 5:52:10 PM GMT

TOWN OF MESILLA
575-524-3262

REC#: 00183193 7/26/2022 9:33 AM
OPER: UTCLK TERM: 001
REF#: BRC

TRAN: 112.0000 BUSINESS LICENSE
1005-06/30/23 THE CANNABIS TROPICAL L
CANNABIS LICENSE 250.00CR

TRAN: 112.0000 BUSINESS LICENSE
1006-03/15/23 THE CANNABIS TROPICAL L
BUS LIC 35.00CR

TRAN: 112.0000 BUSINESS LICENSE
1008-03/15/23 THE TROPICAL SMOKE SHOP
BUS LIC 35.00CR

TENDERED: 320.00 CASH
APPLIED: 320.00-

CHANGE: 0.00

Pay Online: www.mesillanm.gov

BOARD ACTION FORM

AGENDA DATE

PZHAC: September 6, 2022

BOT: September 26, 2022

ITEM: PZHAC **BL #1006** –2060 Calle de Parian submitted by Bader Juda of Cannabis Tropic LLC for a Cannabis license, **Zoned: Historical Commercial (HC)**

BACKGROUND AND ANALYSIS: The applicant proposes to open a business for retail of legal cannabis at the following location. This application and all supporting documents were reviewed and approved by Architectural Styles Committee and PZHAC. It is determined that the proposed business registration application is acceptable and meets all applicable Town codes, the application should continue based on finding stated below.

MUNICIPAL TOWN CODE:

This application falls under the ordinance MTC Chapter 05.05.030 and 18.100.040

SUPPORTING INFORMATION:

- Application
- New Mexico Business Tax Identification Number

PZHAC ACTION:

Applicant has met all request asked by the PZHAC to move this application forward. The vote of the PZHAC was 3-2.

BOT OPTIONS:

The Board of Trustees 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.



2231 Avenida de Mesilla
P.O. Box 10
Mesilla, NM 88046

No.: 1006

Phone: (575) 524-3262 Fax: (575) 541-6327

Business Registration Application

Please fill out all the information on this form by typing or using blue or black ink. Return update form to the Community Development's Office in person, by email, fax or mail. Please contact us at (575) 524-3262 with any questions. **Note:** A separate business registration application form should be completed for each business location.

Please check one: Business Registration Application Is: New Renewal

Name of Business: The cannabis Tropical LLC.

Name of Applicant: Bader & Jouda

Business Location: 2060 Calle de parian Mesilla NM 88046

Mailing Address (Street # or P.O. Box): _____

E-Mail Address: Bader.Jouda724@gmail.com

City: 12356 Desert palmas State: TX Zip Code: 79938

Phone # of Business: (915) 800-5842

Location of Business: Street 2060 Calle de parian

City: Mesilla State: NM Zip Code: 88046

PROPERTY INFORMATION

Is property: owned leased

Property Owner: Property Management and Investments of New Mexico

Property Owner Address: 205 W Boutz Rd Bldg ste B
Las Cruces NM 88005
F = (575) 652-4766

Property Owner Phone #: (575) 652-4043

Additional Information

Square Footage of Business: 2000 sq

Number of Employees: 4-8

Number of Parking Spaces: street parking

Zoning Code: HC

Continue to next page>>>>

State or Federal Licensing Information:

If your business requires one of the following Licenses/Permits, you **MUST** submit a copy with your application.

- | | |
|--|--|
| <input type="checkbox"/> NM Environment Department Food Permit | <input type="checkbox"/> NM Real Estate/Broker License |
| <input type="checkbox"/> Federal Environmental Protection Agency Permit(s) | <input type="checkbox"/> Well Drillers |
| <input type="checkbox"/> NM Contractor's License | <input type="checkbox"/> NM Veterinary Medicine |
| <input type="checkbox"/> NM Medical/Pharmaceutical License(s) | <input type="checkbox"/> Federal Firearms License |
| <input type="checkbox"/> NM Cosmetology/ Barbers License | <input type="checkbox"/> Any other License(s) |

License # _____ Expiration Date _____

Type of business (Please describe product(s) and/or service(s) IF they have changed):

Products for health (cannabis)

Business Owner Is: Sole Proprietorship Partnership _____ Corporation _____ Other _____

You **MUST** submit a copy of your New Mexico BTIN with your application.

Current New Mexico BTIN #: 6827782

(The location code for reporting earnings received in the Town of Mesilla is 07-303.)

EMERGENCY CONTACT INFORMATION

Responsible party to be called in case of emergency. Enter name in order of contact (please print):

24 HOUR EMERGENCY PHONE #: 915 800 5842

- | Name | Telephone # |
|--------------------------|---------------------|
| 1. <u>Bader F. Jayda</u> | |
| 2. <u>Edgar Bautista</u> | <u>915 803 4744</u> |
| 3. _____ | |

Do you have an alarm system? Yes _____ No

What Type? _____

Which Company, if any, Responds to Alarms? _____

By signing this form, I attest that the information I have provided herein is true and accurate to the best of my knowledge. I certify that I am authorized to sign the same as an agent on behalf of the above stated business. I agree to pay all associated fees including: the annual business registration fee and other permit fees as required by the Town of Mesilla. I understand that I must file any changes to my business status, operations, and/or contact information with the Community Development office in a timely manner.

Bader Jayda
Printed Name: _____

[Signature]
Signature: _____

2-25-22

Date: _____

Owner
Title: _____

Fire Department Inspection Verification

Schedule fire and building inspections AFTER Town staff provides approved application back to you in the following order: 1) Mesilla Fire Marshall's Office (FMO) 575-523-1311. Please retain the Yellow Fire Inspection Report issued by FMO.

A legible copy of the YELLOW Fire Inspection Report issued by FMO, must be returned by the applicant to the Community Development office.

Fire Department Representative Verification: _____

Fire Inspection Date: _____

Approved: Yes _____ No _____

NM CERTIFICATE SERVICE
223 N GUADALUPE STREET #259
SANTA FE, NM 87501

2022 CERTIFICATE OF STATUS REQUEST FORM

FOR QUESTIONS CALL:

1 (855) 245-5115




MON-FRI 9am - 5pm EST



86*****SNGLP 335***1-1

THE CANNABIS TROPICAL, LLC
12356 Desert Palms Ave
El Paso, TX 79938-2293

IMPORTANT! FOLLOW INSTRUCTIONS EXACTLY WHEN COMPLETING THIS FORM. PLEASE PRINT CLEARLY.

Document Number: 6867782	Notice Date: 6/21/2022	Please Respond By: 7/1/2022
Business Address: THE CANNABIS TROPICAL, LLC 12356 Desert Palms Ave El Paso, TX 79938-2293		

Congratulations on registering your business with the State of New Mexico. Your Articles have been filed with the secretary of state and are complete. You have one step left in order to attain your elective New Mexico Certificate of Status. Below is a form for your registered business. Please confirm the accuracy of the information below for your New Mexico Certificate of Status request.

A New Mexico Certificate of Status is issued by the Secretary of State and may be required for loans, to renew business licenses, or for tax or other business purposes. A certificate of Status certifies that your New Mexico business is in existence, is authorized to transact business in the state and complies with all state requirements. The Certificate of Status shows the official evidence of an entity's existence and provides a statement of an entity's status, current legal name and date of formation. The Certificate of Status bears the official seal of the New Mexico Secretary of State.

Business Information

Business Name: **THE CANNABIS TROPICAL, LLC**
Document Number: **6867782**
Certificate of Status Fee: **\$87.25**

This is not a government agency

Step 1 BUSINESS INFORMATION Confirm Business Name & Document Number are Correct Above

Check or Money Order Enclosed

Make check or money order payable to:
NM CERTIFICATE SERVICE

Notice Send Date: **6/21/2022**

Document #: 6867782

Email Address: _____

Phone Number: _____

THE CANNABIS TROPICAL, LLC

Amount enclosed: \$87.25



Step 2. Please print and sign your name for authorization.

Print Name

Signature

Step 3. Return this completed form with payment in return envelope provided.

TOWN OF MESILLA
575-524-3262

REC#: 00183193 7/26/2022 9:33 AM
OPER: UTCLK TERM: 001
REF#: BRC

TRAN: 112.0000 BUSINESS LICENSE
1005-06/30/23 THE CANNABIS TROPICAL L
CANNABIS LICENSE 250.00CR

TRAN: 112.0000 BUSINESS LICENSE
1006-03/15/23 THE CANNABIS TROPICAL L
BUS LIC 35.00CR

TRAN: 112.0000 BUSINESS LICENSE
1008-03/15/23 THE TROPICAL SMOKE SHOP
BUS LIC 35.00CR

TENDERED: 320.00 CASH
APPLIED: 320.00-

CHANGE: 0.00

Pay Online: www.mesillanm.gov

BOARD ACTION FORM

AGENDA DATE

PZHAC: September 6, 2022

BOT: September 26, 2022

ITEM: Sign Permit #061433 –2060 Calle de Parian submitted by Bader Juda of Cannabis Tropic LLC for a Cannabis license, **Zoned: Historical Commercial (HC)**

BACKGROUND AND ANALYSIS: The applicant proposes to put up temporary sign for retail of legal cannabis at the following location on window. This application and all supporting documents were reviewed and approved by Architectural Styles Committee and PZHAC.

It is determined that the proposed sign application is acceptable and meets all applicable Town codes, the application should continue based on finding stated below.

MUNICIPAL TOWN CODE:

This application falls under the ordinance MTC Chapter 18.65 Signs

SUPPORTING INFORMATION:

- Application
- Temporary sign design and color

PZHAC ACTION:

Applicant has met all request asked by the PZHAC to move this application forward. The vote of the PZHAC was 3-2.

BOT OPTIONS:

The Board of Trustees 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.



Town of Mesilla
P.O. BOX 10
MESILLA, NM 88046
PHONE: (575) 524-3262 FAX (575) 541-6327

SIGN PERMIT

Application Date: 7/22/2022

Tropical Dispensary
Name of Business

Bader Jouda / Jerry Noe
Name of Applicant

2060 Calle de Parian
Address of Business

1905 West Picacho
Address of Applicant

Mesilla NM 88046
City State Zip

Las Cruces NM 88005
City State Zip

915-800-5842
Telephone Number

575-527-0660 / 575-639-0334
Alternate Telephone Number

Location and description of Sign:
(include dimensions, lettering, shape, material, texture, colors, and/or finish to be used. Attach a drawing of the location of the sign, including any other advertising structures on the building or lot.)

INSIDE WALL OF SIGNS
24" = WHITE CONTRAST
12" = GREEN TEXT

TROPICAL
DISPENSARY
COMING SOON

For Office Use Only

Administrative Approval: _____
PZHAC Approval: _____
BOT Approval: _____

Permit Fee: \$4.00
Date of Payment: _____
CASE NUMBER: 061433

TROPICAL

DISPENSARY

COMING SOON

BOARD ACTION FORM

AGENDA DATE

PZHAC: September 6, 2022

BOT: September 26, 2022

ITEM: PZHAC Case #061442 –2755 Calle de San Albino submitted by ETMSS 2, LLC to replace chicken wire fence with wood dogeared picket fence on property. **Zoned: Historical Residential (HR).**

BACKGROUND AND ANALYSIS: Proposed work involves replacing and constructing wood fence. As per site plan in the packet. This application and all supporting documents were reviewed and approved by Architectural Styles Committee and PZHAC.

It is determined that the proposed application is acceptable and meets all applicable Town codes, the application should continue based on finding stated below.

MUNICIPAL TOWN CODE:

This application falls under the ordinance MTC Chapter(s) 18.33.100, 18.35.060, & 18.60.340

SUPPORTING INFORMATION:

- Application
- Site Plan & Design
- Right of Entry Agreements
- Materials to be used with price quote

PZHAC ACTION:

Applicant has met all request asked by the PZHAC to move this application forward. The vote of the PZHAC was 5-0

BOT OPTIONS:

The Board of Trustees 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.

**TOWN OF MESILLA
APPLICATION FOR BUILDING PERMIT**

Permit Fee \$ 90.00
 Review Fee \$ 16.00
 Total Fee \$ 106.00

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

CASE NO. 061442 ZONE: HR CODE: AC APPLICATION DATE: _____

Name of Property Owner ETMSS 2, LLC Property Owner's Telephone Number 915-313-1473 OR 575-649-6716

Property Owner's Mailing Address PO Box 358 Mesilla Park, NM 88047 City State Zip Code

Property Owner's E-mail Address bandmanagementllc@gmail.com

Contractor's Name & Address (if none, include Self) Stefina Landscape + Design

Contractor's Telephone Number 602-377-0136 Contractor's Tax ID Number 82-3352262 Contractor's License Number 393505

Address of Proposed Work: 2755 Calle de San Albino

Description of Proposed Work: Replace chicken wire fence around back yard with 6' tall wood picket fence with posts secured in ground with concrete.

THIS APPLICATION SHALL INCLUDE ALL OF THE FOLLOWING Plan sheets are to be no larger than 11 x 17 inches or shall be submitted electronically.

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.
7. Proof of legal access to the property.
8. Drainage plan.
9. Details of architectural style and color scheme (checklist included for Historical zones) - diagrams and elevations.
10. 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).
11. Proof of legal access to the property.
12. Other information as necessary or required by the Town Code or Community Development Department.

Estimated Cost \$4000.00 Signature of Applicant [Signature] Date 8-18-2022

Application Fee is due at time of submittal. Apart from administrative approvals, all permit requests must undergo a review process from staff, PZHAC and/or BOT before issuance of a building permit. All Building permits expire after one year from date issued.

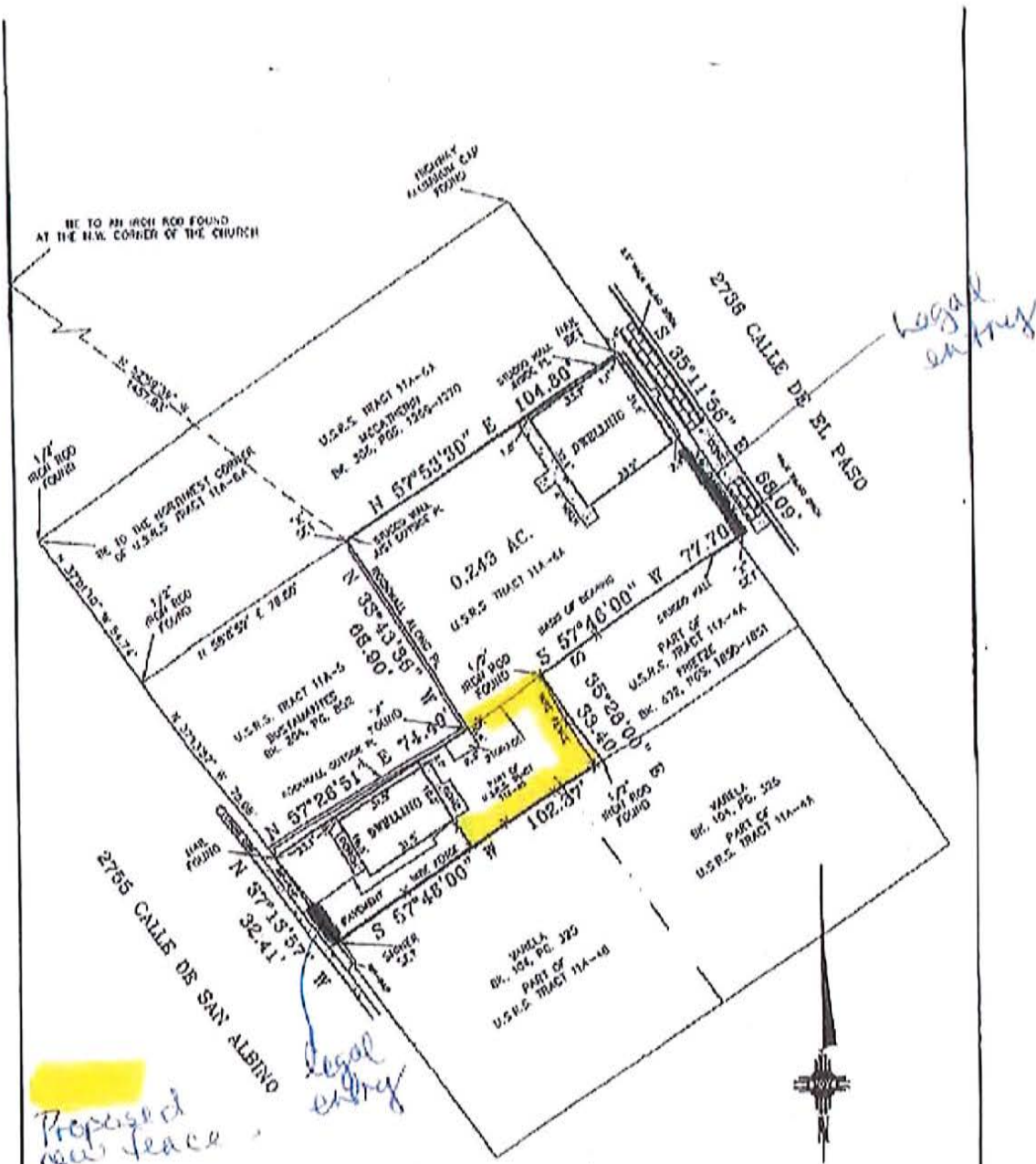
FOR OFFICIAL USE ONLY

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

PZHAC APPROVAL REQUIRED: ___YES___ ___NO___ DOT APPROVAL REQUIRED: ___YES___ ___NO___
 CID PERMIT/INSPECTION REQUIRED: ___YES___ ___NO___ SEE CONDITIONS

CONDITIONS: _____

PERMISSION ISSUED / DENIED BY: _____ ISSUE DATE: _____



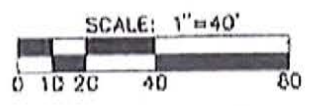
Proposed new fence

Legal entry

NOTES:

FLOOD ZONE "X": AREAS DETERMINED TO BE OUTSIDE 600-YEAR FLOOD PLAIN, IN MAP NO 35013C0633 E, EFFECTIVE SEPTEMBER 27, 1991.
 THIS SURVEY MAKES NO GUARANTEES AS TO THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.N.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.

INFORMATION IN THE PREPARATION OF THIS PLAT DERIVES FROM WARRANTY DEED FILED DECEMBER 11, 2000, IN BOOK 218, PAGES 346-353, DONA ANA COUNTY RECORDS.



"INDEXING INFORMATION FOR COUNTY CLERK"
 COUNTY PARCEL ID. 424-00392
 PROPERTY OWNER: SAINTEZ
 PROPERTY LOCATION: TOWN OF MESILLA



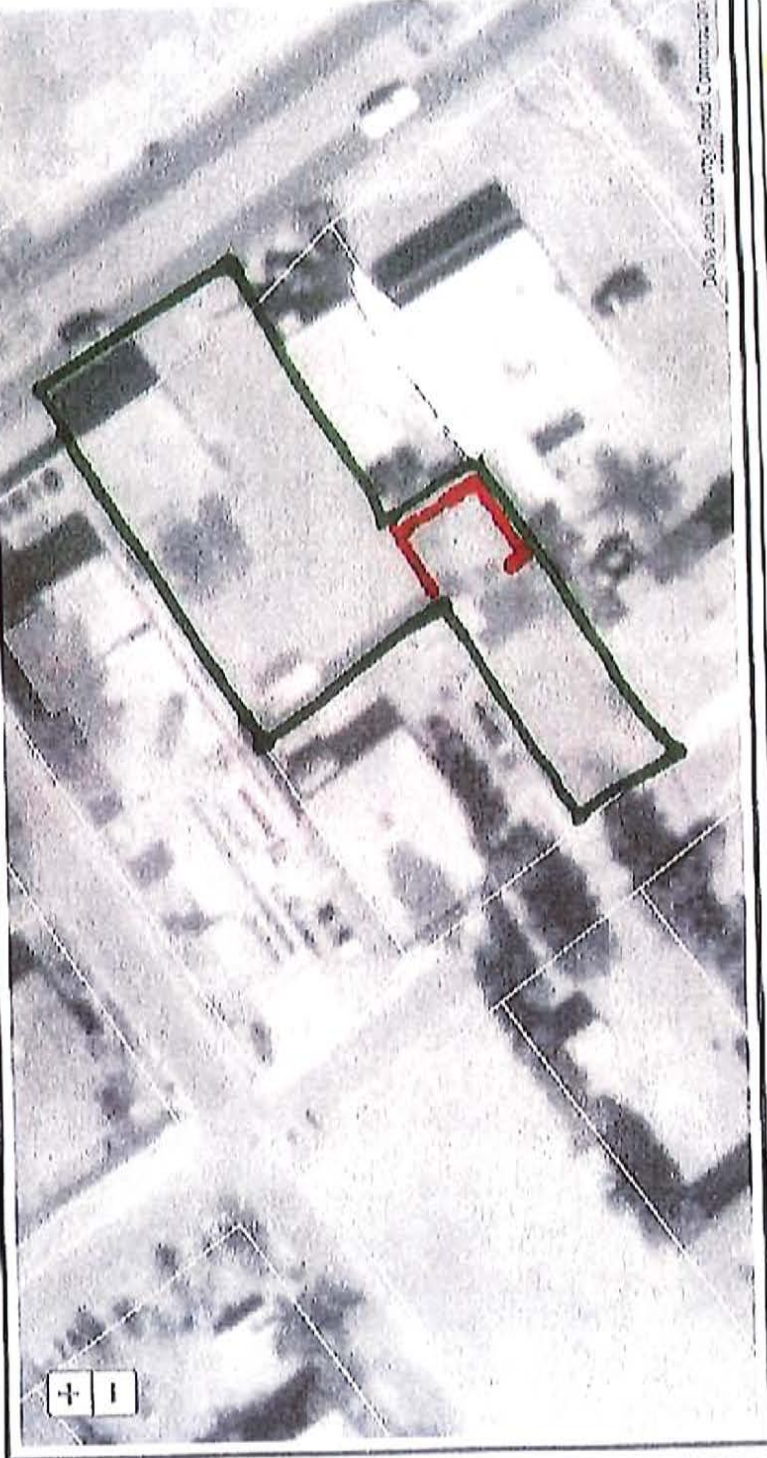
PLAT OF SURVEY
 SHOWING THE LOCATION OF IMPROVEMENTS
 ON A 0.243 ACRE TRACT
 IN SECTION 26, T.23S., R.1E., N.M.P.M.
 OF THE U.S.R.S. TRACTS BEING PART OF
 U.S.R.S. TRACTS 11A-4B & 11A-0A
 TOWN OF MESILLA
 DONA ANA COUNTY, NEW MEXICO

I, HENRY MAGALLANES, A NEW MEXICO PROFESSIONAL SURVEYOR CERTIFY THAT I CONDUCTED THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

Henry Magallanes
 HENRY MAGALLANES
 18078

MOY SURVEYING INC.
 114 N. BUNIFONTI MALL
 100 CRUCES, NEW MEXICO
 88001
 PHONE: (576) 526-9683
 FAX: (576) 524-3238

JOB NO. 13-013BJ
 DRAWN BY JUAN GARCIA
 FIELD BY KENNY/PEIG
 DATE 4/1/13 SCALE: 1"=40'



Doña Ana County Flood Commission

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

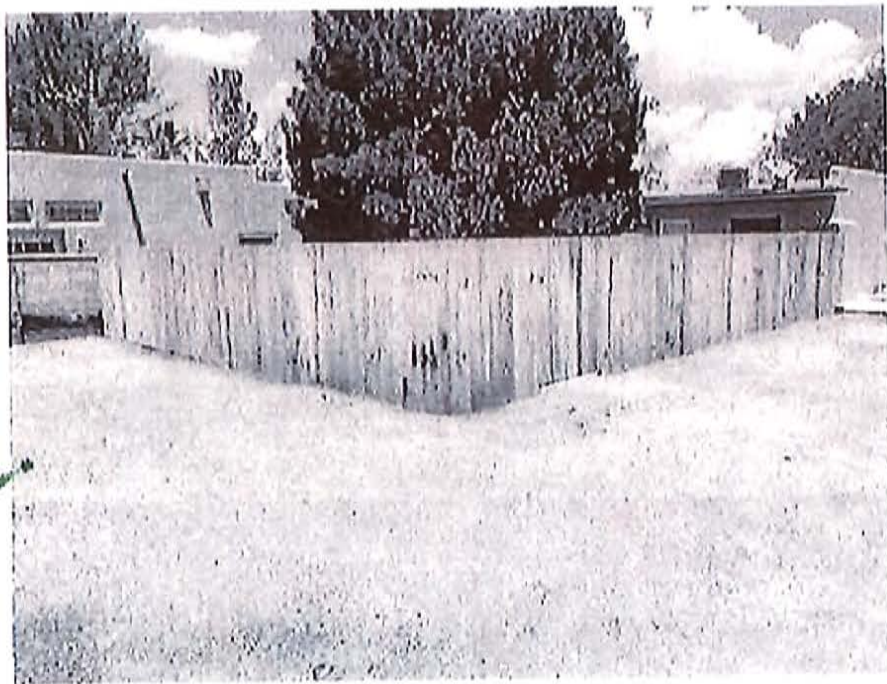
Select Search Type:
 Account Number or

Enter Value:
 R0400383

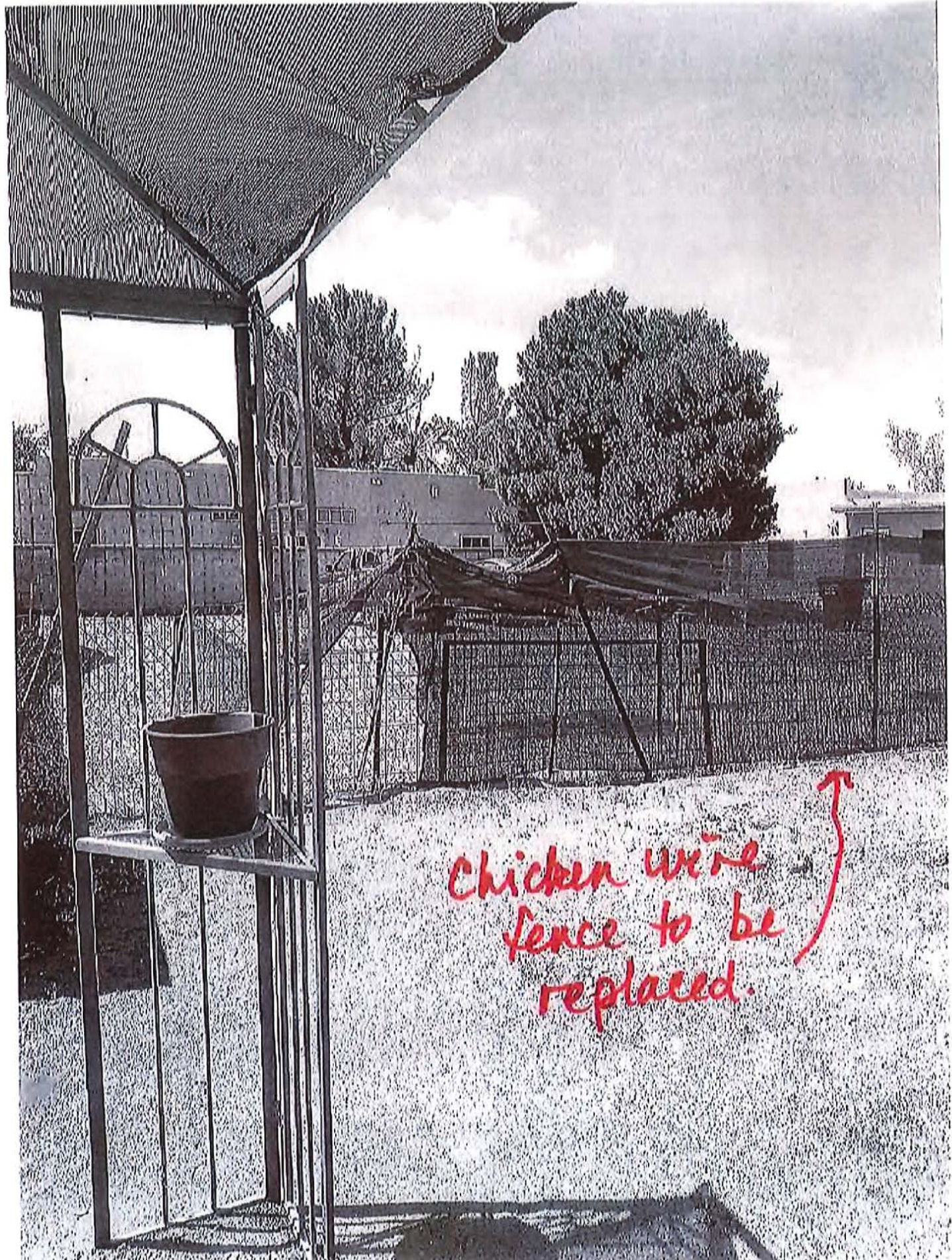
Search

Account Number	Parcel Number	Owner	Mail Address	Subdivision	Property Address
R0400383	40841734921	ETWIS LLC	PO BOX 335		3794 CALLE DE SAN ALONSO

Proposed new 6' wood picket fence.



Fence will match fence recently
approved & installed at
2738 Highway 28.
5" wide pickets - posts in ground
with concrete.



Chicken wire
fence to be
replaced.

Town of Mesilla, New Mexico

Phone (575) 524-3262

P.O. Box 10

2231 Avenida de Mesilla, Mesilla, NM 88046



RIGHT OF ENTRY AGREEMENT

Applicant Name(s): ETMSSZ, LLC
Property Address: 2755 Calle de San Albino, Mesilla
Adjacent property address: 2770 Avenida de Mesilla, Mesilla
Adjacent property owner(s): Guadalupe Moreno

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

[Signature] _____ 7/13/2022
Applicant/Owner (original signature) Date

[Signature] _____ 7-6-22
Adjacent Owner (original signature) Date

Town of Mesilla, New Mexico

Phone (575) 524-3262

P.O. Box 10

2231 Avenida de Mesilla, Mesilla, NM 88046



RIGHT OF ENTRY AGREEMENT

Applicant Name(s): ETMSSZ, LLC
Property Address: 2755 Calle de San Albino, Mesilla
Adjacent property address: 2790 Avenida de Mesilla + 1980 Calle de Santa Ana
Adjacent property owner(s): Henrietta Salazar

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

Gerardo J. Sanchez
Applicant/Owner (original signature)

7/13/2022
Date

Bertha V. Lopez
H. Salazar
Martha V. Gutierrez
Adjacent Owner (original signature)

8/9/2022
Date

Stefina Landscape & Design LLC

Quote

Las Cruces, NM
 tomystefina@yahoo.com
 Phone: 602 377 0136

Date August 15, 2022
 Quote # 142

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

Prepared by: Thomas Stolina
 License # 383805
 Insured & Bonded

JOB ADDRESS: 2755 Calle de San Albino

Description	AMOUNT
Removal of chicken wire fence	\$ 260.00
Install 80 linear foot picket fence and seal: Includes, delivery of panels; installing up to 11 4x4 posts with concrete and installing 10 pre fab panels and sealing both sides with 1 coat of Thompsons water seal and installing 1 gate made to match fence. *not including price of lumber (other material and labor included)	\$ 2,250.00
10 prefab wood picket panels pressure treated cedar with 5 1/2" wide pickets. Panels to be 8 foot long and 6 foot high. 11 4x4 posts of pressure treated wood that will be 8 foot long. Adjust-a-Gate frame kit for wood picket panel gate. This price may increase if lumber costs go up before project begins.	\$ 1,200.00
Tax 8.1075%	\$ 302.93
TOTAL	\$4,002.93

Comments or special instructions: Price may vary depending on unforeseen obstacles or changing in material prices from quote date to job completion.

If you have any questions concerning this quote, please contact Thomas Stolina @ 602 377 0136

Tax is not included in quote but will be added to final bill.

THANK YOU FOR YOUR BUSINESS!

* Estimate is good for 2 weeks.

BOARD ACTION FORM

AGENDA DATE

PZHAC: September 6, 2022

BOT: September 26, 2022

ITEM: BL #1018 – submitted by Melissa Clark of Desert Sky Realty & Investments, LLC Located at 626 N Alameda Blvd for a business license. Zoned: **Historical Residential (HR)**

BACKGROUND AND ANALYSIS: The applicant proposes to do business in Mesilla as property manager on Short Term Rentals (STR). This application and all supporting documents were reviewed and approved by Architectural Styles Committee and PZHAC.

It is determined that the proposed business registration application is acceptable and meets all applicable Town codes, the application should continue based on finding stated below.

MUNICIPAL TOWN CODE:

This application falls under the ordinance MTC Chapter(s) 3.05 and 5.05

SUPPORTING INFORMATION:

- Application

PZHAC ACTION:

Applicant has met all request asked by the PZHAC to move this application forward. The vote of the PZHAC was 5-0

BOT OPTIONS:

The Board of Trustees 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.



RECEIVED
8-15-22

2231 Avenida de Mesilla
P.O. Box 10
Mesilla, NM 88046

No.: 1018

Phone: (575) 524-3262 Fax: (575) 541-6327

Business Registration Application

Please fill out all the information on this form by typing or using blue or black ink. Return update form to the Community Development's Office in person, by email, fax or mail. Please contact us at (575) 524-3262 with any questions. **Note:** A separate business registration application form should be completed for each business location.

Please check one: Business Registration Application Is: New Renewal

Name of Business: Desert Sky Realty & Investments LLC

Name of Applicant: Melissa Clark

Business Location: 636 N. Alameda Blvd. Las Cruces NM 88005
~~1717 W. Bourke Rd Mesilla NM 88046~~

Mailing Address (Street # or P.O. Box): PO Box 14114 Las Cruces NM 88013

E-Mail Address: melissaclarknm@gmail.com

City: _____ State: _____ Zip Code: _____

Phone # of Business: 575-339-6060

Location of Business: Street 1717 W. Bourke Rd.

City: Mesilla State: NM Zip Code: 88046

PROPERTY INFORMATION

Is property: owned leased

Property Owner: John Wright Revocable Trust

Property Owner Address: PO Box 506
Mesilla NM 88046

Property Owner Phone #: 575-644-8202

Additional Information

Square Footage of Business: 3240 SF

Number of Employees: 0

Number of Parking Spaces: 10

Zoning Code: OSD Residential Improvement

Continue to next page>>>>

State or Federal Licensing Information:

If your business requires one of the following Licenses/Permits, you **MUST** submit a copy with your application.

- NM Environment Department Food Permit
- Federal Environmental Protection Agency Permit(s)
- NM Contractor's License
- NM Medical/Pharmaceutical License(s)
- NM Cosmetology/ Barbers License
- NM Real Estate/Broker License
- Well Drillers
- NM Veterinary Medicine
- Federal Firearms License
- Any other License(s)

License # REC-2022-0275 Expiration Date 7/31/2023

Type of business (Please describe product(s) and/or service(s) IF they have changed):
Short term Rental

Business Owner Is: Sole Proprietorship Partnership ___ Corporation ___ Other ___

You **MUST** submit a copy of your New Mexico BTIN with your application.
Current New Mexico BTIN #: 03-570406-00-8
(The location code for reporting earnings received in the Town of Mesilla is 07-303.)

EMERGENCY CONTACT INFORMATION

Responsible party to be called in case of emergency. Enter name in order of contact (please print):

24 HOUR EMERGENCY PHONE #: 575-649-3907

Name	Telephone #
1. <u>Melissa Clark</u>	<u>575-649-3907</u>
2. <u>"</u>	<u>575-239-6000</u>
3. <u>Angel Wilson</u>	<u>575-494-1023</u>

Do you have an alarm system? Yes ___ No
What Type? _____
Which Company, if any, Responds to Alarms? _____

By signing this form, I attest that the information I have provided herein is true and accurate to the best of my knowledge. I certify that I am authorized to sign the same as an agent on behalf of the above stated business. I agree to pay all associated fees including: the annual business registration fee and other permit fees as required by the Town of Mesilla. I understand that I must file any changes to my business status, operations, and/or contact information with the Community Development office in a timely manner.

Printed Name: Melissa Clark Date: 8/15/22
Signature: Melissa Clark Title: Property Manager/owner

Fire Department Inspection Verification

Schedule fire and building inspections AFTER Town staff provides approved application back to you in the following order: 1) Mesilla Fire Marshall's Office (FMO) 575-523-1311. Please retain the Yellow Fire Inspection Report issued by FMO.

A legible copy of the YELLOW Fire Inspection Report issued by FMO, must be returned by the applicant to the Community Development office.

Fire Department Representative Verification: _____

Fire Inspection Date: _____

Approved: Yes _____ **No** _____

BOARD ACTION FORM

AGENDA DATE

PZHAC: September 6, 2022

BOT: September 26, 2022

ITEM: Short Term Rental #1019 – 1717 W Boutz Rd. #3 submitted by Melissa Clark of Desert Sky Realty & Investments, LLC for a Short Term Rental (STR) registration, Zoned: **Historical Residential (HR)**

BACKGROUND AND ANALYSIS: The applicant proposes a Short Term Rentals (STR) at above address. This application was reviewed and approved by Architectural Styles Committee and PZHAC.

It is determined that the proposed Short Term Rental registration application is acceptable and meets all applicable Town codes, the application should continue based on finding stated below.

MUNICIPAL TOWN CODE:

This application falls under the ordinance MTC Chapter(s) 3.05 and 3.20

SUPPORTING INFORMATION:

- Application
- Site Plan with parking

PZHAC ACTION:

Applicant has met all request asked by the PZHAC to move this application forward. The vote of the PZHAC was 5-0

BOT OPTIONS:

The Board of Trustees 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.



RECEIVED
Date: 8-15-22

2231 Avenida de Mesilla
P.O. Box 10
Mesilla, NM 88046
Phone: (575) 524-3262 Fax: (575) 541-6327

Reg. No.: 1019

SHORT TERM RENTAL (STR) REGISTRATION

Note: Any changes to property owner information; additions or alterations to rental units; changes in number or type of rental units; parking; or any other changes to information listed on this form will require a change to the information on file with the Town.

New Renewal

PLEASE PRINT

RENTAL INFORMATION

Name of Rental: Los Arcos
Street Address of Unit: 1717 W. Bantz Rd. Mesilla NM 88046 #3
Zone: QAS DAC Parcel #: 04- DAC Parcel #: 4-0016-137-342-407
Square Footage of Rental Unit: 570 No. of Bedrooms: 1 No. of Bathrooms: 1
Number of Off-street Parking Spaces: 7

Current New Mexico Revenue Division ID #: 03-580406-00-8
(The location code for reporting earnings received in the Town of Mesilla is 07-303.)

All Short-Term-Rentals in Mesilla are also subject to Mesilla Lodger's Tax payable monthly directly to the Town.

PROPERTY OWNER INFORMATION

Name of Owner/Applicant: John Wright Revocable Trust
Mailing Address: PO Box 516
City: Mesilla State: NM Zip Code: 88046
E-Mail Address: john@icorobrewing.com
Phone #1: 575-644-2502 Phone #2: _____
Emergency Phone #: 575-649-3907

Property Owner's Physical Address:

Street: 2782 Calle de San Albino
City: Mesilla State: NM Zip Code: 88046

PROPERTY MANAGEMENT/AUTHORIZED RENTAL AGENT

Authorized Rental Agent: Desert Sky Realty Investments/Melissa Clark
Contact/Phone #: 575-649-3907 E-mail: melissacklarknm@gmail.com

(Please complete other side.)

EMERGENCY CONTACT INFORMATION

Responsible party to be called in case of emergency. Enter name in order of contact (please print):

24 HOUR EMERGENCY PHONE #: 575-644-3907

Name	Address	Telephone #
1. <u>Melissa Clark</u>		<u>575-644-3907</u>
2. <u>John Wright</u>		<u>575-644-8202</u>
3. <u>Angel Wilson</u>		<u>575-496-6923</u>

Do you have an alarm system? Yes No

What Type? _____

Which Company, if any, Responds to Alarms? _____

Compliance with Fire Codes and Occupancy Requirements: All residential short-term rentals are subject to the applicable fire codes, and occupancy must be reviewed and approved for compliance with the Codes by the Town Fire Chief. An on-site inspection may be required.

APPLICANT HEREBY STATES UNDER OATH THAT ALL STATEMENTS AND REPRESENTATIONS MADE IN THIS APPLICATION ARE TRUE AND VALID.

Melissa Clark
Signature of Rental Owner

8/15/2022
Date

Melissa Clark
Name (Printed)

Office Use
FOR NEW OR MODIFIED RENTALS

PERMISSION ISSUED/DENIED BY: _____ ISSUE DATE: _____

NOTES/ISSUES:

CONDITIONS:

Reg. Number: _____
Renewal Date: _____

Zone: _____
Date of Payment: _____



6000 S MAIN ST X Q

Show search results for 6000 S ...



(1 of 3)

Parcel: JOHN WRIGHT REVOCABLE TRUST DATED MARCH 21, 2017

ACCOUNT NUMBER: R0400981
 OWNER NAME: JOHN WRIGHT REVOCABLE TRUST DATED MARCH 21, 2017
 MAILING ADDRESS: PO BOX 566
 CITY: MESILLA
 STATE: NM
 ZIP: 88046
 SUBDIVISION NAME: PLAT OF SURVEY TOWN OF MESILLA (BK 24 PG 275 - 1729072)
 SITE ADDRESS: 1717 W BOUTZ RD
 ACREAGE: 0.25
 SQUARE FOOTAGE: 11,416.04
 TOTAL VALUATION (LAND & BUILDING): 198,797

[ASSESSOR PARCEL INFORMATION DETAIL LINK](#)

[Zoom to](#)

BOARD ACTION FORM

AGENDA DATE

PZHAC: September 6, 2022

BOT: September 26, 2022

ITEM: Short Term Rental #1020 – 1717 W Boutz Rd. #4 submitted by Melissa Clark of Desert Sky Realty & Investments, LLC for a Short Term Rental (STR) registration, Zoned: **Historical Residential (HR)**

BACKGROUND AND ANALYSIS: The applicant proposes a Short Term Rentals (STR) at above address. This application was reviewed and approved by Architectural Styles Committee and PZHAC.

It is determined that the proposed Short Term Rental registration application is acceptable and meets all applicable Town codes, the application should continue based on finding stated below.

MUNICIPAL TOWN CODE:

This application falls under the ordinance MTC Chapter(s) 3.05 and 3.20

SUPPORTING INFORMATION:

- Application

PZHAC ACTION:

Applicant has met all request asked by the PZHAC to move this application forward. The vote of the PZHAC was 5-0

BOT OPTIONS:

The Board of Trustees 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.



RECEIVED
Date: 6-15-22

2231 Avenida de Mesilla
P.O. Box 10
Mesilla, NM 88046
Phone: (575) 524-3262 Fax: (575) 541-6327

Reg. No.: 1020

SHORT TERM RENTAL (STR) REGISTRATION

Note: Any changes to property owner information; additions or alterations to rental units; changes in number or type of rental units; parking; or any other changes to information listed on this form will require a change to the information on file with the Town.

New Renewal

PLEASE PRINT

RENTAL INFORMATION

Name of Rental: Los Arcos
Street Address of Unit: 1717 W. Boutz Rd. Mesilla NM 88045, #4
Zone: Res DAC Parcel #: 04- DAC Parcel #: 4-0010-137-342-407
Square Footage of Rental Unit: ~~1100~~ No. of Bedrooms: 2 No. of Bathrooms: 2
Number of Off-street Parking Spaces: 1

Current New Mexico Revenue Division ID #: 03-580406-00-8
(The location code for reporting earnings received in the Town of Mesilla is 07-303.)

All Short-Term-Rentals in Mesilla are also subject to Mesilla Lodger's Tax payable monthly directly to the Town.

PROPERTY OWNER INFORMATION

Name of Owner/Applicant: John Wright Bourcable Trust
Mailing Address: PO Box 5106
City: Mesilla State: NM Zip Code: 88046
E-Mail Address: john@iceboxbrewing.com
Phone #1: 575-644-8202 Phone #2:
Emergency Phone #: 575-644-3907
Property Owner's Physical Address:
Street: 2782 Calle de San Albino
City: Mesilla State: NM Zip Code: 88046

PROPERTY MANAGEMENT/AUTHORIZED RENTAL AGENT

Authorized Rental Agent: Desert Sky Realty & Investments LLC Melissa Clark
Contact/Phone #: 575-644-3907 E-mail: melissac@ksn.com
(Please complete other side.)

EMERGENCY CONTACT INFORMATION

Responsible party to be called in case of emergency. Enter name in order of contact (please print):

24 HOUR EMERGENCY PHONE #: 575-1049-3907

Name	Address	Telephone #
1. <u>Melissa Clark</u>		<u>575-1049-3907</u>
2. <u>John Wright</u>		<u>575-1044-8202</u>
3. <u>Angel Wilson</u>		<u>575-4411-10023</u>

Do you have an alarm system? Yes No

What Type? _____

Which Company, if any, Responds to Alarms? _____

Compliance with Fire Codes and Occupancy Requirements: All residential short-term rentals are subject to the applicable fire codes, and occupancy must be reviewed and approved for compliance with the Codes by the Town Fire Chief. An on-site inspection may be required.

APPLICANT HEREBY STATES UNDER OATH THAT ALL STATEMENTS AND REPRESENTATIONS MADE IN THIS APPLICATION ARE TRUE AND VALID.

Melissa Clark
Signature of Rental Owner

8/15/2022
Date

Melissa Clark
Name (Printed)

Office Use
FOR NEW OR MODIFIED RENTALS

PERMISSION ISSUED/DENIED BY: _____ ISSUE DATE: _____

NOTES/ISSUES:

CONDITIONS:

Reg. Number: _____
Renewal Date: _____

Zone: _____
Date of Payment: _____

BOARD ACTION FORM

AGENDA DATE

PZHAC: September 6, 2022

BOT: September 26, 2022

ITEM: Short Term Rental #1021 – 2188 Calle de Norte submitted by Melissa Clark of Desert Sky Realty & Investments, LLC for a Short Term Rental (STR) registration, Zoned: **Historical Residential (HR)**

BACKGROUND AND ANALYSIS: The applicant proposes a Short Term Rentals (STR) at above address. This application was reviewed and approved by Architectural Styles Committee and PZHAC.

It is determined that the proposed Short Term Rental registration application is acceptable and meets all applicable Town codes, the application should continue based on finding stated below.

MUNICIPAL TOWN CODE:

This application falls under the ordinance MTC Chapter(s) 3.05 and 3.20

SUPPORTING INFORMATION:

- Application

PZHAC ACTION:

Applicant has met all request asked by the PZHAC to move this application forward. The vote of the PZHAC was 5-0

BOT OPTIONS:

The Board of Trustees 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.



RECEIVED
Date: 8.15.22

2231 Avenida de Mesilla
P.O. Box 10
Mesilla, NM 88046
Phone: (575) 524-3262 Fax: (575) 541-6327

Reg. No.: 1021

SHORT TERM RENTAL (STR) REGISTRATION

Note: Any changes to property owner information; additions or alterations to rental units; changes in number or type of rental units; parking; or any other changes to information listed on this form will require a change to the information on file with the Town.

New Renewal

PLEASE PRINT

RENTAL INFORMATION

Name of Rental: _____
Street Address of Unit: 2188 Calle Del Norte Mesilla, NM 88046
Zone: R45 DAC Parcel #: 04-006-137-147-379 DAC Parcel #: 4-006-137-147-379
Square Footage of Rental Unit: 957 No. of Bedrooms: 1 No. of Bathrooms: 1
Number of Off-street Parking Spaces: 2

Current New Mexico Revenue Division ID #: 03-580466-00-8
(The location code for reporting earnings received in the Town of Mesilla is 07-303.)

All Short-Term-Rentals in Mesilla are also subject to Mesilla Lodger's Tax payable monthly directly to the Town.

PROPERTY OWNER INFORMATION

Name of Owner/Applicant: John Wright Revocable Trust
Mailing Address: PO Box 546
City: Mesilla State: NM Zip Code: 88046
E-Mail Address: john@iceboxbrewing.com
Phone #1: 575-144-8902 Phone #2: _____
Emergency Phone #: 575-144-3907

Property Owner's Physical Address:
Street 2782 Calle de San Albino
City: Mesilla State: NM Zip Code: 88046

PROPERTY MANAGEMENT/AUTHORIZED RENTAL AGENT

Authorized Rental Agent: Desert Sky Realty & Investments, LLC / Melissa Clark
Contact/Phone #: 575-144-3907 E-mail: melissac@ksrnm.com

(Please complete other side.)

EMERGENCY CONTACT INFORMATION

Responsible party to be called in case of emergency. Enter name in order of contact (please print):

24 HOUR EMERGENCY PHONE #: 575-144-3907

Name	Address	Telephone #
1. <u>Melissa Clark</u>		<u>575-144-3907</u>
2. <u>John Wright</u>		<u>575-144-8202</u>
3. <u>Angel Wilson</u>		<u>575-496-1423</u>

Do you have an alarm system? Yes _____ No X

What Type? _____

Which Company, if any, Responds to Alarms? _____

Compliance with Fire Codes and Occupancy Requirements: All residential short-term rentals are subject to the applicable fire codes, and occupancy must be reviewed and approved for compliance with the Codes by the Town Fire Chief. An on-site inspection may be required.

APPLICANT HEREBY STATES UNDER OATH THAT ALL STATEMENTS AND REPRESENTATIONS MADE IN THIS APPLICATION ARE TRUE AND VALID.

Melissa Clark
Signature of Rental Owner

8/15/2022
Date

Melissa Clark
Name (Printed)

**Office Use
FOR NEW OR MODIFIED RENTALS**

PERMISSION ISSUED/DENIED BY: _____ ISSUE DATE: _____

NOTES/ISSUES:

CONDITIONS:

Reg. Number: _____

Zone: _____

Renewal Date: _____

Date of Payment: _____

BOARD ACTION FORM

AGENDA DATE

PZHAC: September 6, 2022

BOT: September 26, 2022

ITEM: PZHAC Case #061446 –2415 Calle de Parian, submitted by Robert Reynolds to install a HVAC System. **Zoned: Historical Residential (HR).**

BACKGROUND AND ANALYSIS: Proposed work involves installing a 2.3 Ton 15 Seer HVAC system on dwelling by Mesilla Park Services LLC. as per site plan in the packet. This application and all supporting documents were reviewed and approved by Architectural Styles Committee and PZHAC.

It is determined that the proposed application is acceptable and meets all applicable Town codes, the application should continue based on finding stated below.

MUNICIPAL TOWN CODE:

This application falls under the ordinance MTC Chapter(s) 18.33, 18.35, & 18.60

SUPPORTING INFORMATION:

- Application
- Site Plan & Design

PZHAC ACTION:

Applicant has met all request asked by the PZHAC to move this application forward. The vote of the PZHAC was 5-0

BOT OPTIONS:

The Board of Trustees 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.

**TOWN OF MESILLA
ZONING APPROVAL**

OFFICIAL USE ONLY:

Case # 061446

Fee \$ 152.00

*Est. 130.00
Remit 22.00*

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

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

CASE NO. 061446 ZONE: HR CODE: AC APPLICATION DATE: 7/29/2022

ROBERT REYNOLDS 575-644-0829
Name of Property Owner Property Owner's Telephone Number
2415 CALLE DE PARIAN LAS CRUCES NM 88005
Property Owner's Mailing Address City State Zip Code

Property Owner's E-mail Address

MESILLA PARK SERVICES LLC
Contractor's Name & Address (if none, indicate Self)

575-523-8089 NM-406933
Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number

Address of Proposed Work: 2415 CALLE DE PARIAN LAS CRUCES NM 88005

Description of Proposed Work: HVAC 2.5 TON 15 SEER PACKAGE SYSTEM

\$ 7,168.64 Emeralda Villagas 7/29/2022
Estimated Cost Signature of Applicant Date

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 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.
 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:

BOARD ACTION FORM

AGENDA DATE

PZHAC: September 6, 2022

BOT: September 26, 2022

ITEM: PZHAC Case #061447 –2525 Calle de Parian submitted by Camila Rodriguez to install a solar panel System. **Zoned: Historical Residential (HR)**

BACKGROUND AND ANALYSIS: Proposed work by Solcius LLC proposes to install roof mounted Solar System with eleven (11) panels, six (6) inverters for a 4.07kw of power as per site plan in the packet.

This application and all supporting documents were reviewed and approved by Architectural Styles Committee and PZHAC.

It is determined that the proposed application is acceptable and meets all applicable Town codes, the application should continue based on finding stated below.

MUNICIPAL TOWN CODE:

This application falls under the ordinance MTC Chapter(s) 18.33 and 18.35

SUPPORTING INFORMATION:

- Application
- Site Plan & Design
- Structural Analysis Report

PZHAC ACTION:

Applicant has met all request asked by the PZHAC to move this application forward. The vote of the PZHAC was 5-0

BOT OPTIONS:

The Board of Trustees 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.

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

OFFICIAL USE ONLY:
Case # 061447
Fee \$ 376.00
Fee \$325.00
Review \$51.00

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

CASE NO. 061447 ZONE: HR CODE: AC APPLICATION DATE: _____

Camila Rodriguez (844) 357-2258
Name of Applicant/Owner Applicant's Telephone Number
1555 N Freedom Blvd Provo UT 84604
Applicant's/Owner's Mailing Address City State Zip Code
solarpermits@solcius.com
Applicant's/Owner's E-mail Address
Solcius, LLC (1555 N Freedom Blvd Provo, UT 84604)
Contractor's Name & Address (If none, indicate Self)
(844) 357-2258 396621
Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number
Address of Proposed Work: 2525 Calle De Parian Las Cruces, NM 88005
Description of Proposed Work: Installation of Roof Mounted Solar PV System (11 panels, 6 inverters, 4.07 kW)

\$ 26567 Camila Rodriguez 7/15/2022
Estimated Cost Signature of Applicant Date

Signature of property owner if applicant is not the property owner: _____

With the exception of administrative approvals, all permit requests must undergo a review process from staff, PZHAC and BOT before issuance of a building permit. Recorded proof of ownership with legal description of property (deed or current tax bill) along with verification of legally subdivided status of the property are required. Plan sheets are to be no larger than 11 x 17 inches.

FOR OFFICIAL USE ONLY

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

FIRE INSPECTION/APPROVAL REQUIRED: YES NO ___ SEE CONDITIONS

CID PERMIT/INSPECTION REQUIRED: YES ___ NO ___ SEE CONDITIONS

CONDITIONS: _____

PERMISSION ISSUED/DENIED BY: _____ ISSUE DATE: _____

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

SOLCIUS

Solcius, LLC
 1530 Goodyear Dr,
 Ste G El Paso, TX
 79936
 (844) 357-2258

STREET VIEW GE VIEW



Latitude: Longitude:
 32.270777 -106.298838

CONSTRUCTION NOTES

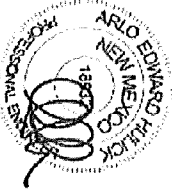
- A. ALL GROUNDING ELECTRODES AS DESCRIBED IN NEC 250.52(A)(1) (A)(7) THAT ARE PRESENT AT EACH BUILDING OR STRUCTURE SERVED SHALL BE BONDED TOGETHER TO FORM THE GROUNDING ELECTRODE SYSTEM. WHERE NONE OF THESE GROUNDING ELECTRODES EXIST, ONE OR MORE OF THE GROUNDING ELECTRODES SPECIFIED IN NEC 250.52(A)(4)-(A)(8) SHALL BE INSTALLED PER NEC 250.50. ADDITIONAL GROUNDING ELECTRODES SHALL BE INSTALLED PER NEC 250.53. THE GROUNDING OR BONDING CONDUCTOR SHALL BE CONNECTED TO THE GROUNDING ELECTRODE BY LISTED CLAMPS PER NEC 250.70.
- B. ROOFTOP MOUNTED PHOTOVOLTAIC SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. ROOF PENETRATIONS SHALL BE FLASHED AND SEALED IN ACCORDANCE WITH IRC R909.3
- C. ACCESS AND WORKING SPACE SHALL BE PROVIDED AND MAINTAINED ABOUT ALL ELECTRICAL EQUIPMENT TO PERMIT READY AND SAFE OPERATION AND MAINTENANCE OF SUCH EQUIPMENT PER NEC 110.26.
- D. ALL PLAQUES AND SIGNS WILL BE INSTALLED AS REQUIRED BY NEC.
- E. CONDUIT WILL BE INSTALLED IN COMPLIANCE WITH NEC 358.
- F. GROUNDING ELECTRODE CONDUCTOR SHALL BE PROTECTED PER NEC 250.64(B) AND SHALL BE CONTINUOUS PER NEC 250.64(C).
- G. ROOF COVERINGS SHALL COMPLY WITH IRC 1506.2, 1507 & IRC R904.3.
- H. CIRCUIT BREAKERS, IF BACKFEED, SHALL BE SUITABLE FOR SUCH OPERATION PER NEC 705.12(B)(4) AND WILL BE INSTALLED PER NEC 408.36(F)(D).
- I. INVERTERS UL LISTED 1741 PER IRC R324.3.
- J. ROOFTOP MOUNTED PHOTOVOLTAIC PANEL SYSTEM SHALL BE TESTED, LISTED AND IDENTIFIED WITH A FIRE CLASSIFICATION IN ACCORDANCE WITH UL 1703.
- K. NON-CURRENT-CARRYING METAL PARTS OF EQUIPMENT, RACEWAYS, AND OTHER ENCLOSURES, IF GROUNDED, SHALL BE CONNECTED TO AN EQUIPMENT GROUNDING CONDUCTOR BY ONE OF THE METHODS SPECIFIED IN NEC 250.134(A) OR (B).
- L. THE DISCONNECTING MEANS FOR UNGROUNDED CONDUCTORS SHALL CONSIST OF A MANUALLY OPERABLE SWITCHES OR CIRCUIT BREAKERS COMPLYING WITH NEC 690.15(D)(1).
- M. THE INSTALLATION OF EQUIPMENT AND ALL ASSOCIATED WIRING AND INTERCONNECTIONS SHALL BE PERFORMED ONLY BY QUALIFIED PERSONS PER NEC 690.4(C).
- N. IT IS THE DUTY OF THE PERSON REQUESTING ANY INSPECTIONS REQUIRED BY THE IRC TO PROVIDE ACCESS TO AND MEANS FOR INSPECTION OF SUCH WORK PER IRC R109.3.
- O. SMOKE ALARMS & CARBON MONOXIDE ALARMS MUST BE INSTALLED PER IRC R314.2.2 AND R315.2.2.
- P. SOLAR PV MODULES CANNOT BE INSTALLED OVER OR BLOCK ANY ATTIC VENTS, PLUMBING VENTS, FURNACE OR WATER HEATER VENTS, ETC.

SCOPE OF WORK

Installation of Solar PV System	
# OF PANELS:	11
# OF INVERTERS:	6
DC SYSTEM SIZE:	4.07 KW-DC
AC SYSTEM SIZE:	3 KW-AC
SPECIFICATION SHEETS	

APPLICABLE CODES

2017 NATIONAL ELECTRIC CODE (NEC)
 2015 INTERNATIONAL RESIDENTIAL CODE
 2015 INTERNATIONAL BUILDING CODE



Digitally signed by Arlo Eduardo H. Beck
 Date: 2022.07.14 10:29:29

DESIGNER:	Bryan Allen
DATE:	7/14/2022
PROJECT #:	P-245129-22
FINANCER:	Customer
JURISDICTION:	Mesilla
SYSTEM SIZE:	4.07 KW-DC 3 KW-AC
SHEET TITLE:	TITLE SHEET
VERSION:	3.3.2
SHEET #:	PV01

UTILITY:
 El Paso Electric Co (NEM)

Pernee L Beltran
 2525 Calle De
 Parian Las Cruces
 NM 88005 (575)
 635-6683

SOLCIUS

Solcius, LLC
 1530 Goodyear Dr,
 Ste G El Paso, TX
 79936
 (844) 357-2258

Renee L Boltran
 2525 Calle De
 Parian Las Cruces
 NM 88005 (575)
 635-6683

UTILITY:
 El Paso Electric Co
 (NEM)

DESIGNER:
 Brayden Allred

DATE:
 7/14/2022

PROJECT #:
 P-245128-22

Financier:
 Customer

JURISDICTION:
 Mesilla

SYSTEM SIZE:
 4.07 KW-DC
 3 KW-AC

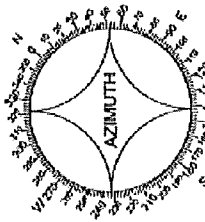
SHEET TITLE:
 SITE PLAN

VERSION:
 3.3.2

SHEET #:
 PV02

AZIMUTH AND TILT TABLE			
ROOF AZIMUTH	TILT ANGLE OF PANEL	MODULE COUNT	SOLAR ACCESS
A 143	13	11	93%
B			
C			
D			
E			
F			
G			
H			
I			

ZNSHINE ZXM6-NH120-370/M TOTAL: 11
 NEP BDM: 300X2



2525 Calle De Parian

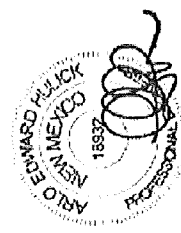
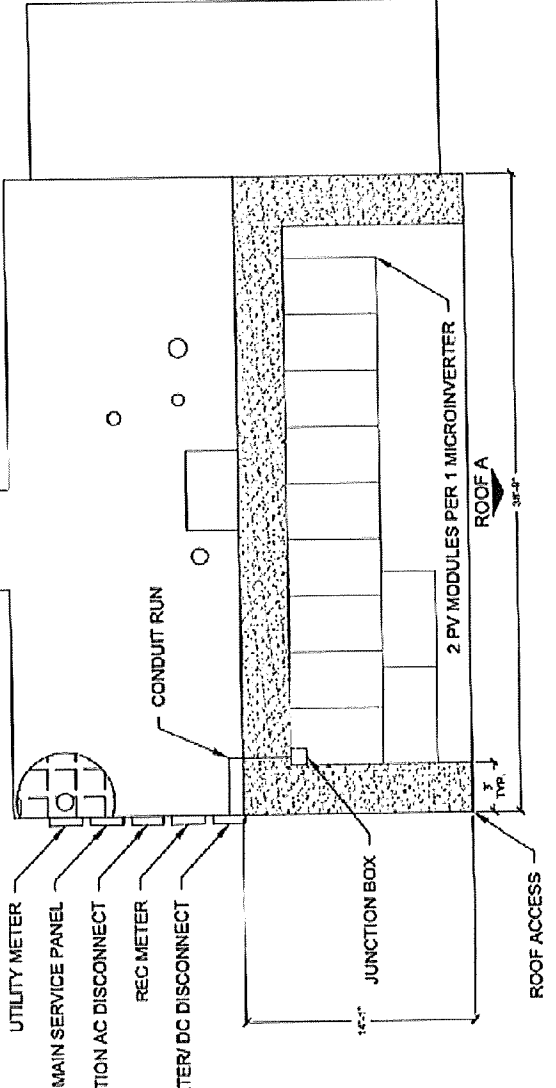
3" VENTILATION LOCATION ON THE RIDGE SHALL NOT BE REQUIRED TO BE FREE OF OBSTACLES.

STC CALCULATION BOX

NEW INVERTERS: 6 NEP BDM: 300X2 = 3 KW-AC

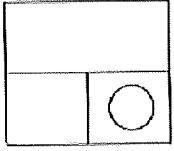
NEW PANELS: 11 ZNSHINE ZXM6-NH120-370/M X 370W = 4.07 KW-DC

TOTAL ROOF AREA:	1375
PROPOSED SOLAR AREA:	215.69 sqft
PROPOSED SOLAR WEIGHT:	625.51 lb
PROPOSED % COVERAGE:	15%



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 Rolo Edward Huick
 License No. 18937

Main Service Panel



FOR ILLUSTRATION ONLY
(NOT ACTUAL MSP)

SOLAR PV SYSTEM EQUIPPED WITH RAPID SHUTDOWN

When working on this system, you must follow the instructions in the manual to ensure that the system is properly shutdown.

WARNING DUAL POWER SOURCE

SECOND SOURCE IS PHOTOVOLTAIC SYSTEM

WARNING

POWER SOURCE OUTPUT CONNECTIONS DO NOT RELOCATE THIS OVERCURRENT DEVICE

AC Disconnect

(If Used)



FOR ILLUSTRATION ONLY
(NOT ACTUAL DISCONNECT)

PHOTOVOLTAIC AC DISCONNECT

RATED AC OUTPUT CURRENT: 11

NOMINAL OPERATING AC VOLTAGES: 240

WARNING

ELECTRICAL SHOCK HAZARD

TERMINALS ON BOTH LINE AND LOAD SIDE MUST BE SECURED BY THE OPERATOR

WARNING: PHOTOVOLTAIC POWER SOURCE

LOCATION: EVERY 10' ALONG ANY CONDUITS OR MC CABLE THAT CONTAIN DC CIRCUITS AT EVERY ENCLOSURE AND AT EACH SIDE OF WHERE THE CONDUIT OR CABLE PASSES THROUGH A WALL, FLOOR, OR ANY OTHER PARTITION.

NOTES: DC CONDUIT MUST BE A REFLECTIVE STICKER

NOTES:

PRODUCTION METER (If Used)

REC METER

FOR ILLUSTRATION ONLY
(NOT ACTUAL METER)



ALL SIGNAGE MUST BE PERMANENTLY ATTACHED AND BE ABLE TO WITHSTAND THE ENVIRONMENT THEY ARE INSTALLED. SIGNAGE ALSO CANNOT BE HAND WRITTEN. NEC 110.21(B)

SOLCIUS

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1530 Goodyear Dr,
Ste G El Paso, TX
79936
(844) 357-7258

Renee L. Beltran
2525 Calle De
Parian Las Cruces
NM 88005 (575)
635-6683

UTILITY:

El Paso Electric Co
(NMI)

DESIGNER:

Brayden Allred

DATE:
7/14/2022

PROJECT #:
P-245126-72

Financier
Customer

JURISDICTION:
Mesilla

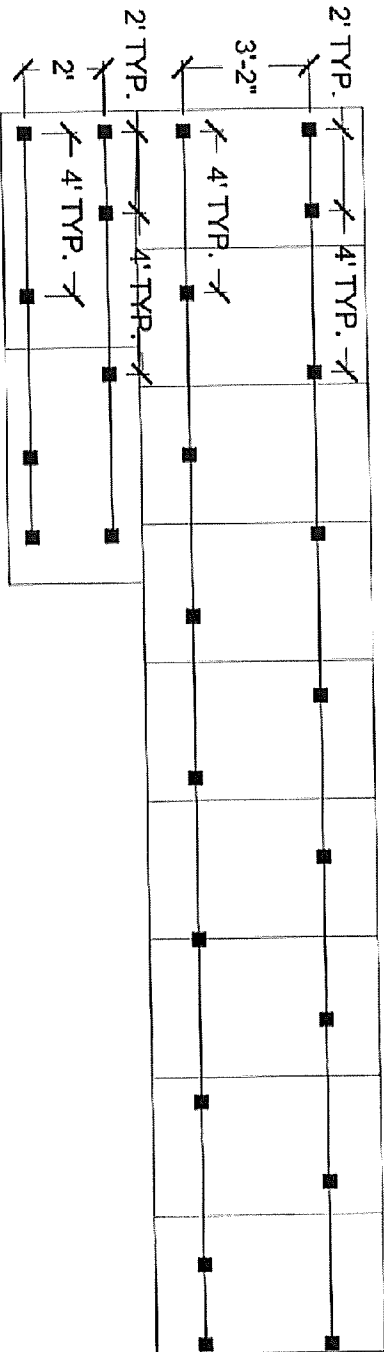
SYSTEM SIZE:
4.07 kW-DC
3 kW-AC

SHEET TITLE:
EQUIPMENT
LABELS

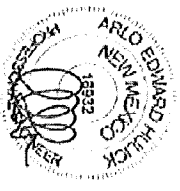
VERSION:
3.3.2

SHEET #:
PV04

LABEL	ROOF TYPE	MOUNTING TYPE	AREA OF ARRAY	GROSS WEIGHT	DEAD LOAD RATING	EXISTING STRUCTURAL FRAMING	MAX RAIL SPAN	RAIL SPAN OFFSET
ROOF A	ASPHALT SHINGLE	GF-1	215.7 SQ. FT.	473 LBS.	2.19 LBS./SQ.FT.	2X4 @24" O.C.	4'	2'



ROOF A



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Arlio Huilich P.E. No. 18932
07/17/2022

SOLCIUS
Solcius, LLC
1530 Goodyear Dr,
Socorro, NM 87801
79936
(505) 357-2258

Renee L Beltran
2525 Calle De
Patron Las Cruces
NM 88905 (575)
635-5583

UTILITY:

El Paso Electric Co
(NMI)

DESIGNER:

Brayden Allred

DATE:

7/14/2022

PROJECT #:

P-245128-22

FINANCER:

Customer

JURISDICTION:

Mesilla

SYSTEM SIZE:

4.07 KW-DC

3 KW-AC

SHEET TITLE:

ATTACHMENT

VERSION:

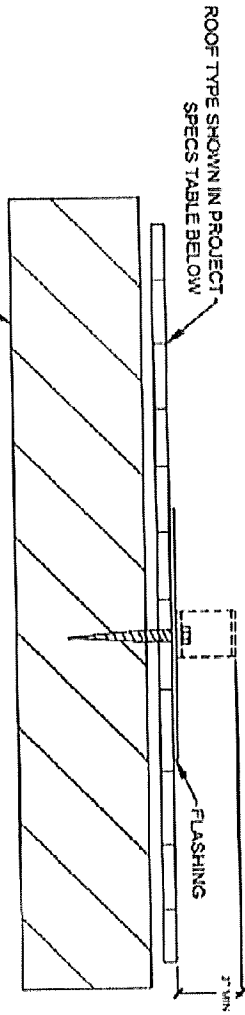
3.3.2

SHEET #:

PV05

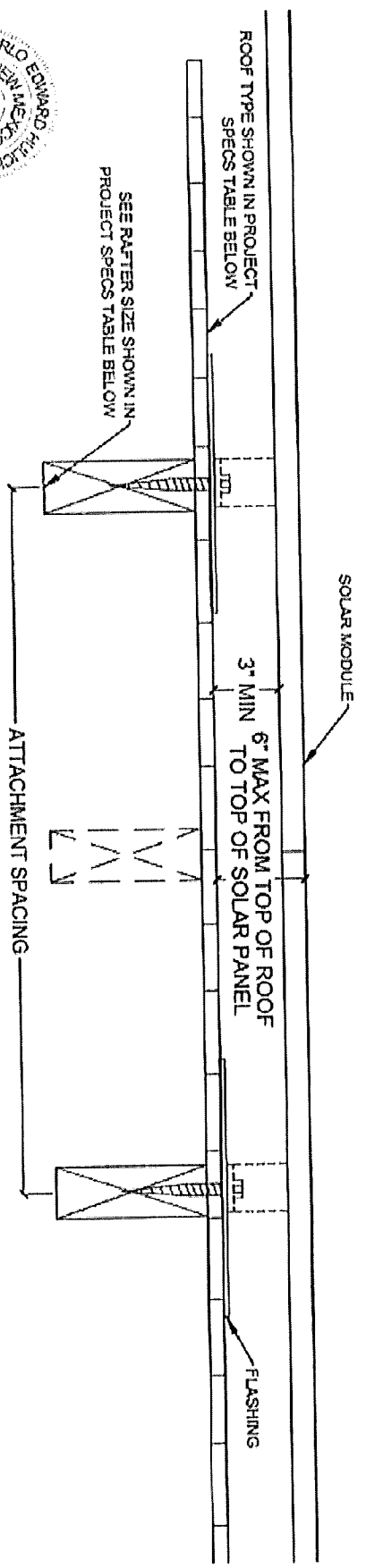
ATTACHMENT DETAIL

SOLAR PANELS WILL NOT EXCEED 26" FROM THE GROUND



SEE RAFTER SIZE SHOWN IN PROJECT SPECS TABLE BELOW

ELEVATION VIEW



ROOF TYPE SHOWN IN PROJECT SPECS TABLE BELOW

SEE RAFTER SIZE SHOWN IN PROJECT SPECS TABLE BELOW

3" MIN 6" MAX FROM TOP OF ROOF TO TOP OF SOLAR PANEL

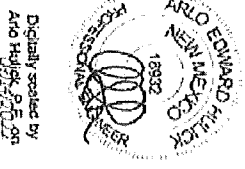
SOLAR MODULE

FLASHING

ATTACHMENT SPACING

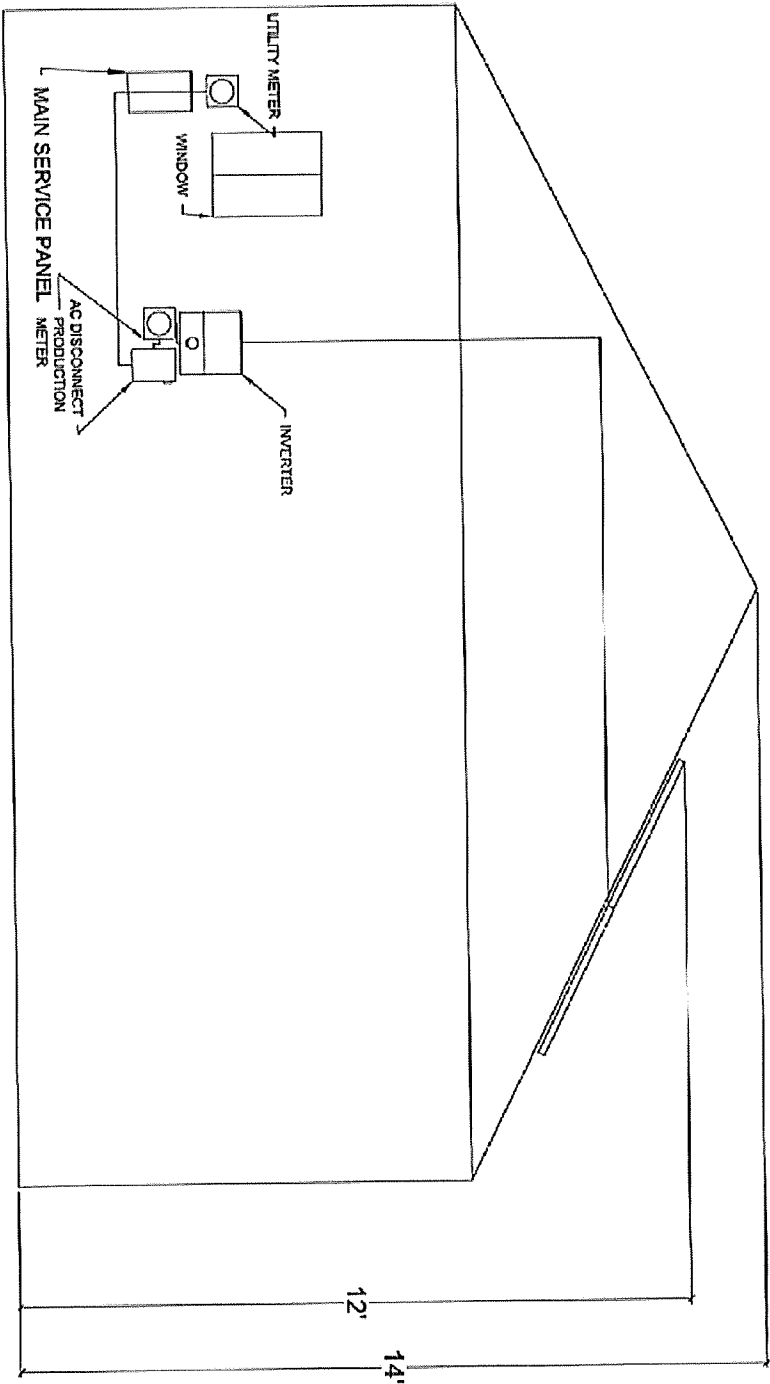
PROJECT SPECS	
RAFTER SIZE:	2x4"
RAFTER SPACING:	24" O.C.
ROOF TYPE:	Asphalt/Single
ATTACHMENT SPACING:	Max 4'
RAILS / RACKING:	ECOFASTEN CLICKIT
MOUNTING:	GF-1

UTILITY:	El Paso Electric Co (NEM)
DESIGNER:	Bayden Allied
DATE:	7/14/2022
PROJECT #:	P-245128-22
Manufacturer:	Customer
JURISDICTION:	Mosilla
SYSTEM SIZE:	4.07 kW-DC
	3 kW-AC
SHEET TITLE:	RACK & RAIL
VERSION:	3.3.2
SHEET #:	P006



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Arlo Huijck, P.E. 08/20/19

SOLAR PANELS WILL NOT EXCEED 26" FROM THE GROUND



SOLCIUS

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 Ste G El Paso, TX
 79936
 (844) 357-2258

Renee L Beltran
 2525 Calle De
 Parian Las Cruces
 NM 88005 (575)
 535-6683

UTILITY:

El Paso Electric Co
 (NM)

DESIGNER:

Brayden Alfred

DATE:

7/14/2022

PROJECT #:

P-245128-22

Financier:

Customer

JURISDICTION:

Mesilla

SYSTEM SIZE:

4.07 KW-DC

3 KW-AC

SHEET TITLE:

ELEVATION

VERSION:

3.3.2

SHEET #:

PV07

ZXM6-NH120 Series



Zshinesolar 988 HALF-CELL Black
Monocrystalline PERC PV Module

360W | 365W | 370W | 375W | 380W



Excellent Cell Efficiency
988 technology decreases the distance between busbar and finger grid line which is benefit to power increase.



Better Weak Illumination Response
More power output in weak light condition, such as haze, cloudy, and early morning



Anti PID
Ensured PID resistance through the quality control of cell manufacturing process and raw materials.



Adapt To Harsh Outdoor Environment
Resistant to harsh environments such as salt, ammonia, sand, high temperature and high humidity environment.



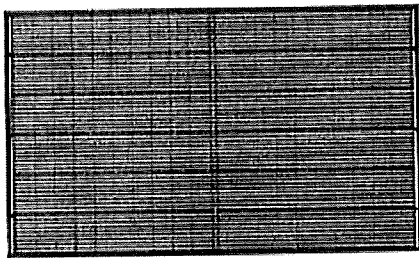
TIER 1
Global Tier 1 Bankable brand, with independently certified state-of-the-art automated manufacturing.



Excellent Quality Management System
Warranted reliability and stringent quality assurances well beyond certified requirements.



Improved Aesthetics
Compared to conventional modules, the full back modules have a more uniform appearance and superior aesthetics.



12 years product guarantee
25 years output guarantee
0.5% annual degradation
after the first year



Founded in 1988, Zshinesolar is a world-leading manufacturer of solar modules. With the state-of-the-art production lines, the company boasts multiple factories of 50M+ square meters. With 15000 employees, Zshinesolar has established a global Tier 1 PV module manufacturer. Today, Zshinesolar has 40 production sites in 20+ major solar PV countries around the globe.

100% Quality Management System
100% Solar Governmental Recognition
100% ISO 9001:2015, ISO 14001:2015, ISO 45001:2018
100% TIER 1 Quality Management System
100% TIER 1 PV Module Manufacturer

ZXM6-NH120 Series | Zshinesolar 988 HALF-CELL Black Monocrystalline PERC PV Module



ELECTRICAL CHARACTERISTICS (STC)

Parameter	360	365	370	375	380
Rated Power (W)	360	365	370	375	380
Power Output (Theoretical Peak)(W)	360	365	370	375	380
Maximum Power Voltage (V _{MPPT})	44.50	44.50	44.50	44.50	44.50
Maximum Power Current (A)	8.09	8.20	8.31	8.42	8.53
Open Circuit Voltage (V _{OC})	49.50	49.50	49.50	49.50	49.50
Short Circuit Current (A)	11.35	11.35	11.35	11.35	11.35
Module Efficiency (%)	19.75	20.04	20.31	20.59	20.85

TEMPERATURE CORRECTED (NOCT)

Parameter	268.50	272.10	275.50	279.00	282.50
Maximum Power (W)	31.00	31.60	32.20	32.80	33.40
Maximum Power Voltage (V _{MPPT})	44.50	44.50	44.50	44.50	44.50
Maximum Power Current (A)	6.95	7.10	7.24	7.38	7.52
Open Circuit Voltage (V _{OC})	49.50	49.50	49.50	49.50	49.50
Short Circuit Current (A)	9.08	9.15	9.22	9.29	9.37

Mechanical Data

Cell type	mono PERC
Cell dimension	120 (6x20)
Module dimension	1750x1030x45 mm (With Frame)
Weight	22.2 kg
Dimensions	3.2mm, High Transmission, All Covered Temperature class
Junction box	IP 68, 3 Series
Cables	4mm ² 350 mm
Connector	MCA-compatible

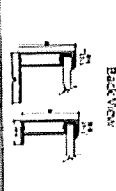
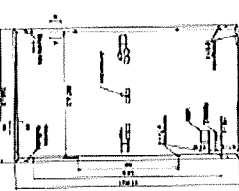
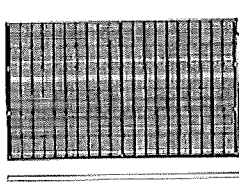
TEMPERATURE RATINGS

Parameter	Working Conditions
NOCT	45°C ±2°C
Temperature coefficient of Power	-0.38%/°C
Temperature coefficient of Voc	-0.29%/°C
Temperature coefficient of Isc	0.55%/°C
Max. System Voltage	1500 VDC
Max. System Current	15 A
Max. System Power	5400 VA / 2600 PA

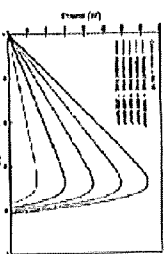
PACKAGING INFORMATION

Package Size	31
Weight (kg)	9.95
Volume (m ³)	0.37

DIMENSIONS (mm)



PERFORMANCE OF PV MODULES (STC)



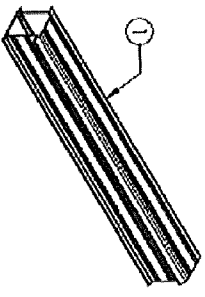
Address: Zshinesolar Zone, Jinhua, Zhejiang, 321225, P.R. China
Tel: +86 571 89219810-3933
Fax: +86 571 89219810-3934
E-mail: sales@zshinesolar.com
www.zshinesolar.com

PRODUCT CUT SHEET



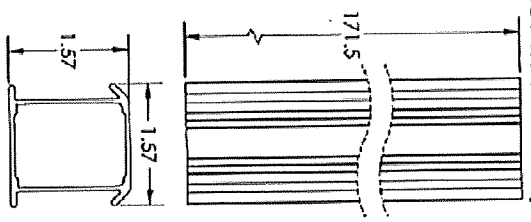
CF STD RAIL AL MILL 171.5"

PART NUMBER	DESCRIPTION
2012025	CF STD RAIL AL MILL 171.5"



ITEM NO.	DESCRIPTION
1	CF STD RAIL MILL AL RAIL EXTRUSION PROFILE [4356.1MM] LONG

1) CF STD RAIL MILL AL RAIL EXTRUSION PROFILE [4356.1MM] LONG



Material	Aluminum
Finish	Mill

REV. - CS1

CLICKFIT

INSTALLATION GUIDE



RATINGS

Fire Rating*	Class A System Fire Rating
Max System Voltage	1500 VDC
Max Fuse Rating	40A
Certification	Conforms to UL 310 2703
Warranty	25 Year Material and Workmanship
UL 2703 Markings	Product listing label is located on the rail end caps
Roof Pitch	2:12 - 12:12
UL 2703 Allowable Design Load Rating	10 psf downward, 5 psf upward, and 5 psf lateral
Max Module Size	25.5 sqft
Module Orientation	Portrait or Landscape
Multiple use Rated Components (Position Independent)	Mid Clamp, Frame MULE Mount and MULE Mount

*Class A System fire rating with 1/2" x 2" modules. Any module-on-roof gap is permitted, with no steel required. This rating is applicable with any roof attachment.

UL 2703 MARKING EXAMPLE:



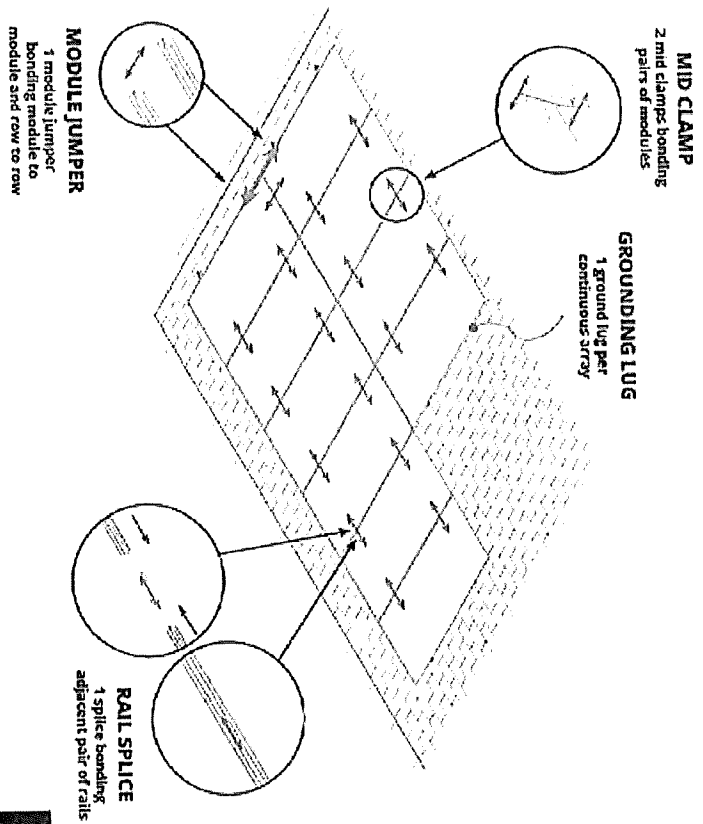
TORQUE SPECIFICATIONS

Component	Torque (ft-lb)	Notes
Lag Screw	N/A	Fully Seat. Use visual indicator of the black EPDM ring around the bonded weather for torquing.
Mid-Clamp	144	
End-Clamp	96	
Rail Clicker Leveling Bolt	142	
Hook Height Bolt	N/A	Pre-tension upon delivery. Applies to the hook and 1st row of clicker.
Ground Lug	N/A	Lightly clamp hook to flush with top of metal rail row.
MULE Clip	144	Refer to specific drawing for manufacturer installation manual.
MULE Mount	144	

BONDING AND GROUNDING

BONDING PATHS

Bonding paths are carried throughout the array in a variety of ways. They are carried module-to-module and module-to-rail through mid clamps, carried at rail-to-rail connections through the bonding jumpers, and carried row-to-row using bonding jumpers either module-to-module on the module frame or rail-to-rail on the ends of the rails.



LIST OF UL 2703 APPROVED MODULES

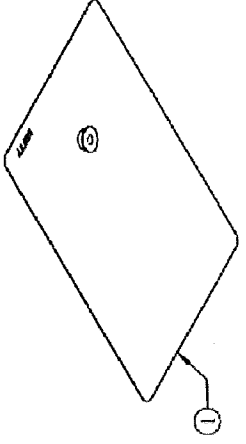
MANUFACTURER	LIST OF UL 2703 APPROVED MODULES
VSUN	VSUN modules with 30, 35 and 40 mm frames VSUNbox-Yr-aa Where "Yr" can be 50, 72, 108, 120, or 144; "Z" can be M, P, MH, PH, or BMH; and "aa" can be blank, B8 or BW
Waaree	Waaree modules with 40mm frames W5y-xxx Where "yy" can be blank or M
Winaico	Winaico modules with 35 and 40 mm frames W5y-xxxZa Where "y" can be either P or T; "Z" can be either M, P, or LXX; and "a" can be blank or 6
Yingli	Yingli modules with 35 and 40 mm frames Y1000Z-yy Where "Z" can be D or P; "yy" can be 29b, 30b, 34d, 35b, 35b or 40d
ZN Shine	ZN Shine modules with 35mm frames ZXNY-AAA-xxx/M Where "r" can be 6 or 7; "AAAT" can be 72, NH120, NH144 or NH18144

PRODUCT CUT SHEET



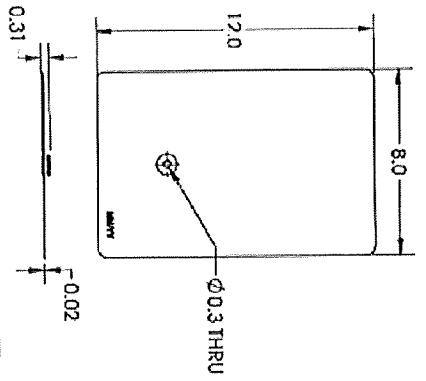
GF-1 FLASHING GLV BLK 8X12"

PART NUMBER	DESCRIPTION
3012010	GF-1 FLASHING GLV BLK 8X12"



ITEM NO.	DESCRIPTION
1	GF-GAL-BLK-812

1) GF1-GAL-BLK-812



Material	Corrosion Resistant Steel
Finish	Black

REV. - CS1





1555 Freedom Blvd
Provo, UT 84604
Phone: 844.357.2258
Email: solarpermits@solcius.com

Structural Analysis Report

Solar Panel Addition for: Beltran Residence 2525 Calle De Parian Las Cruces, NM

I have examined the existing Stick / Conventional framing with 2 x 6 rafters @ 24 inches on center spanning 13 feet that support the roof of this structure. I have performed structural calculations finding the framing to be adequate for gravity and uplift loads applied to the roof by the solar panels, including snow loads applied as point loads to the roof framing, where applicable. The attachments and railing are also adequate without reinforcement for the loads imposed when installed with the attachment spacing shown in the drawings. We recommend the attachments be staggered as shown in the drawings to avoid overloading the rafters.



Solcius Job # P-245128-22
Prepared by Arlo Hulick
July 13, 2022

Digitally sealed by
Arlo Hulick, P.E.
07/14/2022

License Expires 12.31.22



Job # P-245128-22
Beltran Residence
July 13, 2022

Table of Contents

General Notes	3
Project Data	4
Dead Loads	5
Live Loads	6
Gravity Load Increase	6
Lateral Force Increase	6
Solar Panel Support Frame	7
Wind uplift on Mounting System	7
Lateral Forces Analysis	N/A
Roof Framing Analysis	8
Snow Load Calculations	11
References	
Attachment Pull-out Capacity	R- 1

The following reference sheets are attached and inserted behind construction plans.

- Solar Panel Characteristics
- Mounting System Specifications
- Rail Specifications

Drawings

Roof Plan	PV- 02
Attachment Spacing	PV- 05
Racking Elevation	PV- 08



Job # P-245128-22

Beltran Residence

July 13, 2022

General Notes

1) These structural calculations are not intended to be applicable for non-structural items including, but not limited to, electrical, waterproofing, or drainage.

2) All construction methods and materials shall comply with the building code listed in the design criteria.



Job # P-245128-22

Beltran Residence

July 13, 2022

Project Data

Project Location Las Cruces, NM

Design Criteria:

Building code: 2015 NMRBC & 2015 NMEBC

Design Specifications: ASCE 7-10, NDS 2015, AISC 2010

Roof snow load on solar panel	5.0	psf	See snow load calcs supplement
Roof snow without solar panel	5.0	psf	
Risk category	II		
Basic wind speed V	115	mph	
Wind exposure	C		

Roof angle θ	13.0	deg.
Roof zone	2	
Interior component GC _{pl}	+/- 0.18	

Seismic design criteria

Lateral analysis is based on percentage of weight added to main force resisting system and is independent of seismic force parameters. Per IEBC §1103.3 existing design does not require retrofitting if added weight is less than 10% of original weight.

Existing residence

Roof area	1374.7	sf	Eave to ridge distance	15	ft
Roof rise	2.8	:12	Ridge height	15.5	ft
Eave height	12	ft	Mean roof height h _r	13.7	ft

Roof structure: Stick / Conventional
Roof material: Asphalt Shingle

Proposed PV system

Solar panels: ZNShine ZXM6-NH120-370/M
Solar panel rail system: EcoFasten ClickFit
Mounting System: EcoFasten GF-1 Flashing w/L-Foot
Attachment screws: (1) 4" x 5/16" lag screw



Job # P-245128-22
 Beltran Residence
 July 13, 2022

Dead Loads

PV System

Panel wt	45.2 lbs
Panel frame wt	5.2 lbs
Conductor wt	3.0 lbs
Total weight	53.4 lbs
Width	40.87 in.
Length	69.09 in.
Panel area	19.6 sf
Panel dead load	<u>2.72 psf</u>

Roof	Type	wt
Covering	Asphalt Shingle	5.4 psf
Sheathing	7/16" OSB (See Note)	1.8 psf
Roof framing		1.0 psf
Roof load		8.2 psf
Ceiling Joists		0.0 psf
Mechanical, Insulation		0.0 psf
Ceiling	5/8" gypsum	2.8 psf
Ceiling load		<u>2.8 psf</u>
Total roof and ceiling load		<u>11.0 psf</u>

assumes weight of heavier plywood for purposes of checking the framing

Floor	Type	wt
Covering	Carpet & pad	2.0 psf
Underlayment	3/4" Plywood	2.5 psf
Framing		10.0 psf
Mechanical / Electrical		2.0 psf
Ceiling	5/8" gypsum	2.8 psf
Other		0.7 psf
Floor dead load		<u>20.0 psf</u>

Walls	Type	wt
Covering	Stucco	10.0 psf
Sheathing	3/8" plywood	3.0 psf
Insulation		1.0 psf
Framing	per 1' of rafter	1.4 psf
Interior surface	5/8" gypsum	3.0 psf
Wall dead load		<u>18.4 psf</u>



Job # P-245128-22

Beltran Residence

July 13, 2022

Live Loads

Unbalanced roof snow load S	5.0 psf	See snow load calculations
Roof live load L_r	20.0 psf	$C_d = 1.25$
Governing load	20.0 psf	Live load governs, based on max (load/Cd)
Snow load on panel	5.0 psf	See snow load calculations

Gravity Load Increase

Rafters

Rafter length	15 ft.	
Rafter spacing	24 in. on center	
Roof area trib to rafter	30.0 sf	
Original roof load	246 lbs	Dead load only
Panel trib width to rafter	24 in.	
# Panels on rafter (portrait)	1	
# Panels on rafter (landscape)	1	
Panel area trib to rafter	18.3 sf	
Added weight	50 lbs	
% Load increase	20.3%	

FURTHER ANALYSIS REQUIRED (see page 8)	IEBC §1103.2
---	--------------

Lateral Force Increase

Roof trib area to MFRS	687 sf	Interior wall trib to MFRS	0 sf
Floor trib area to MFRS	0 sf	Interior wall weight	8 psf
Wall trib area to MFRS	206 sf	Interior wall wt to MFRS	0.0 kips
Roof wt tributary to MFRS	7.6 kips		
Floor wt tributary to MFRS	0.0 kips		
Wall wt tributary to MFRS	3.8 kips		
Original wt to MFRS	<u>11.3 kips</u>		
# PV panels trib to MFRS	11.00 panels		
PV system weight	0.6 kips		
% weight increase	5.2%		

Lateral force increase <10%, existing MFRS is O.K.	IEBC §1103.3
--	--------------



Solar Panel Support Frame

Maximum span length	62 in	EcoFasten, Exp. C, 115 mph, zone 2, ECO5 psf
Rail span	48 in	snow, see allowable rail span chart.

Attachment spacing is O.K.

The mounting system is adequate for the proposed fastener spacing.

Wind uplift on Mounting System

Governing Load Case:	0.6D + 0.6W (ASD Load Case 7, ASCE 7-10 §2.4.1)	
Attachment spacing S_{attach}	48 in.	
Attachment spacing S_{perp}	33 in.	
Mounting point trib area A_{trib}	11.0 sf	$A_{trib} = S_{attach} S_{perp}$
Pressure at $h=30'$ (Pnet30)	-2.9 psf	ASCE 7-10, Figure 30.5-1
Array edge factor γ_E	1.0	N/A, used only in ASCE 7-16
Pressure equal. factor γ_a	1.0	N/A, used only in ASCE 7-16
Velocity Pressure Coeff. (q_h)	1.0	N/A, used only in ASCE 7-16
Array trib area	191.6 sf	= module area * # modules in array
Mean roof height h_r	13.7 ft	
Bldg ht adjust factor λ	1.21	ASCE 7-10, Figure 30.5-1
Topographic factor K_{zt}	1.0	ASCE 7-10, Figure 26.8-1
Adjusted pressure (Pnet)	-16.0 psf	ASCE 7-10, Eqn. 30.5-1
Dead load	2.7 psf	
Wind load	-16.0 psf	
Net Uplift (0.6D + 0.6W)	8.0 psf (upward)	
Uplift on attachment P_{uplift}	88 lbs	$P_{uplift} = \text{Net Uplift } A_{trib}$

Attachment screws used: **Use (1) 4" x 5/16" lag screw**

Min. embedment depth	3.25 inches	
Pull-out capacity per inch	582 lbs	Pull-out capacity per manufacturer, see page R-1
Tensile capacity	1890 lbs	

Attachment is O.K.

Existing Rafter Analysis

Beam properties, size, spacing and span

Douglas fir-larch #1 & BTR assumed

Rafter span L	13.00	feet
Rafter spacing	24	inches
Rafter size	2 x 6	
Section modulus	7.56	in ³
Allowable stress F_b	1200	psi
Size factor C_F	1.30	
Repetitive use factor C_r	1.15	

C_d shown for individual load cases below

All other adjustment factors = 1

Loads on roof and solar panels

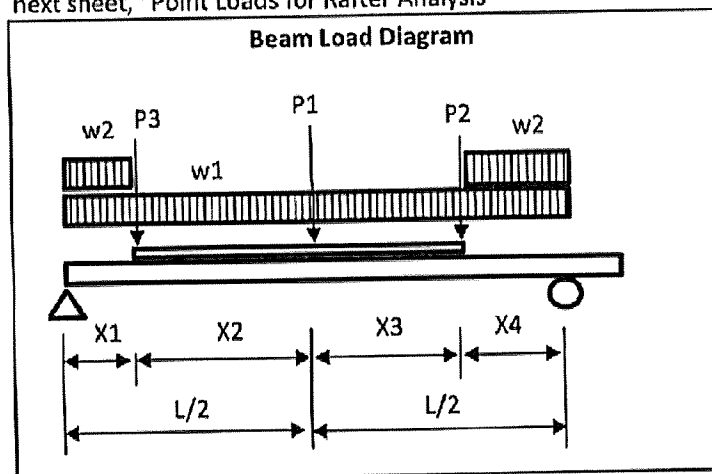
Roof dead load	8.2	psf
Panel dead load	2.72	psf
Roof live load	20.0	psf
Wind uplift	-42.6	psf
Wind downforce	16.6	psf
Snow load on panels	5.0	psf
Snow load on roof, no panels	5.0	psf

Loads prior to installation:	w (plf)	C_d	w/C_d	Point loads from solar not applied prior to install
D + Lr	56.4	1.25	45.1	
0.6 D + 0.6 W up	-41.3	1.60	-25.8	
D + 0.6 W dn	36.3	1.60	22.7	
D + S	26.4	1.15	23.0	
D + Lr	56.4	1.25	45.1	Governing load case is determined by max w/C_d
Total load before install:	733	lbs	=wL	
Rafter end conditions	Simple beam			
Moment at center span	1191	ft lbs	= $wL^2 / 8$	

Check member for adequacy prior to install:

Stress $(= (M/S) * 12"/ft)$:	1890	psi	O.K.
Adjusted allowable stress $F'b$	2243	psi	= $F_b * \text{adjustment factors given above}$

Additional point loads may be considered - see next sheet, "Point Loads for Rafter Analysis"



Assumes slippery panels

Assumes non-slippery roof (except metal roofs)

Loads after Install

Point loads applied from solar panels - where the point load is outside the span, load = 0



Job # P-245128-22

Beltran Residence

July 13, 2022

Points listed as "staggered" are on a different rafter, and therefore have no load applied

Point load	load location		0.6 D + 0.6				Moment (ft lbs)
	on rafter span (ft)	trib (sf)	D + Lr	W up	D + 0.6 V	D + S	
1	6.5	11.0	29.9	-263.1	139.4	84.9	-1710.4
Staggered	9.7	0.0	0.0	0.0	0.0	0.0	0.0
3	2.8	6.3	17.2	-151.5	80.2	48.9	-416.6
Staggered	4.8	0.0	0.0	0.0	0.0	0.0	0.0
5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Staggered	0.0	0.0	0.0	0.0	0.0	0.0	0.0
7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Staggered	0.0	0.0	0.0	0.0	0.0	0.0	0.0
9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Staggered	0.0	0.0	0.0	0.0	0.0	0.0	0.0
11	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Staggered	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Staggered	0.0	0.0	0.0	0.0	0.0	0.0	0.0
15	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Staggered	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Distributed loads on rafter span where not covered by solar panels							
w1	1.1	4.3	122.2	-89.4	78.6	57.2	-96.9
w2	11.9	4.3	122.2	-89.4	78.6	57.2	-1065.6
Roof dead load	6.5	0.0	0.0	0.0	0.0	0.0	0.0
Governing load case	0.6 D + 0.6 W up						
Total load (lbs)	-593		292	-593	377	248	-3289
Cd	1.60		1.25	1.60	1.60	1.15	
Load/Cd	371		233	371	236	216	
Reaction on right	-253	lbs	= moment / rafter span				
Reaction on left	-340	lbs	= total load - reaction on right				
			= reaction on left * span/2 - sum (moments from point loads left of center)				
Max moment	-1160	ft lbs	Applies reduction in moment due to continuity.				
Reduced moment	-1160	ft lbs					
Stress (=M/S/12"/ft):	1841	psi	O.K.				
Adjusted allowable stress F' _b	2870	psi	=F _b * adjustment factors above.				



Roof Snow Load Calculations

Ground Snow Load P_g	5.0 psf
Thermal factor C_t	1.1
Flat Roof Snow Load $P_f = 0.7 P_g C_e C_t I_s$	3.9 psf
$P_s = C_s P_f$	

Solar panels are assumed cold and slippery:

C_s (slippery) =	0.95	ASCE 7-10 fig. 7.2b
P_s (solar panels, slippery) =	3.7 psf	$P_s = C_s P_f$

Non-metal roof without solar panels is assumed NOT slippery:

C_s (not slippery) =	1.00	ASCE 7-10 fig. 7.2b
P_s (roof, not slippery) =	3.9 psf	$P_s = C_s P_f$

Unbalanced snow load

Pitch:	3:12	
Is pitch < 1/2:12 or > 7:12?	No	
W (horizontal projection of eave to ridge)	14.6 ft	
Is rafter simply supported?	Yes	
Snow density γ	14.7 pcf	ASCE 7-10, Eqn. 7.7-1
Unbal. drift ht h_d	0.8 ft	ASCE 7-10 fig. 7-9
Unbalanced drift surcharge	0.0 psf	ASCE 7-10 7.6.1
Length of drift surcharge	4.4 ft	ASCE 7-10 7.6.1
Solar array distance from ridge	3.0 ft	
Unbalanced snow load on rafters	5.0 psf	$I * P_g * C_s$ applied as unbalanced snow on leeward slope
Unbalanced snow load on solar panels	5.0 psf	$I * P_g * C_s$ applied as unbalanced snow on leeward slope

Drifting/sliding snow on low roof

Balanced snow height h_b	0.3 ft	= balanced snow load / density
Clear ht from bal. snow to high roof h_c	0.0 ft	
Upper roof length l_u		
Lower roof width w_{lower}		
Lower roof drift height h_d	0.0 ft	
Lower roof drift max surcharge p_d	0.0 psf	
Lower roof drift length	0.0 ft	
Solar array distance from upper roof	0.0 ft	
Lower roof drift surcharge $P_{low\ drift}$	0.0 psf	not combined with sliding or rain surcharges
Sliding snow surcharge $P_{sliding}$	0.0 psf	combined with balanced snow only (ASCE 7-10 7.9)
Rain on snow surcharge P_{rain}	0.0 psf	combined with balanced snow only (ASCE 7-10 7.10)

Snow loads used for design, considering unbalanced and/or drifting/sliding snow as needed:

P_s design (solar panels)	5.0 psf
P_s design (roof without solar panels)	5.0 psf



Job # P-245128-22
 Beltran Residence
 7/13/2022



U.S. Headquarters | 4541 W. Van Buren St., Ste. 2 | Elmhurst, IL 60120
 15 Bruner | 6760 Bracey Ave., Ste. 100 | Atlanta, GA 30318

Table 1 EcoFasten ClickFit 1 Foot Allowable Capacities⁽¹⁾

Load Direction	Test Quantity	Average Peak Failure Load (lbs)	Deviation of Test Results ⁽⁵⁾	Critical Failure Mode	Safety Factor ⁽⁶⁾	Allowable Capacity (lbs) ⁽⁷⁾
Uplift ⁽²⁾	5	1745	8.68%	Aluminum Rupture	1.95	895
Compression ⁽³⁾	5	1783	3.55%	Aluminum Rupture	1.95	914
Lateral Parallel to Rafter ⁽⁴⁾	5	615	4.45%	Aluminum Rupture	1.95	315
Lateral Perpendicular to Rafter ⁽⁴⁾	5	571	2.33%	Aluminum Rupture	1.95	293

Table 1 Footnotes:
 (1) Capacities apply to a minimum rafter size of 2x6, a deck thickness of 7/16" or greater and lag bolt secured within the center 1/3 of the rafter width with a minimum 2.5" edge distance. Rafters should be in a sound structural condition with no sign of rot, decay or pre-existing damages.
 (2) The uplift direction is upward perpendicular to the roof surface. The uplift capacity shall be used when the direct supporting rafter has a specific gravity 0.43 or greater.
 (3) The compression direction is downward perpendicular to the roof surface.
 (4) The allowable lateral capacity is applicable when the vertical face of the 1 bracket is normal or parallel to the rafter.
 (5) Deviation reflects the variance of the highest or the lowest test value from the group mean for the respective loading direction.
 (6) Safety Factor is associated with respective failure mode recorded and determined per ASTM-2015, NDS-2018 and ASTM-7147.
 (7) The Allowable Capacity is equal to the Average Peak Failure Load divided by its safety factor.

Sincerely,

Matthew S Kuzila, PE
 Structural Engineer



Gang Xuan, SE
 Senior Structural Engineer

Gang Xuan

Date:
 2021.04.01
 18:49:35 -07'00'

EcoFasten® 1 Foot Capacity™ | 877-859-3547
 www.ecofastenedge.com | info@ecofastenedge.com

Span	Maximum Rail Spans (Inches)	Track		Road		Clearance		Grade		Slope		Curve		Wind		Temperature		Humidity		Pressure		Altitude		Latitude		Longitude								
		Center	Edge	Center	Edge	Center	Edge	Center	Edge	Center	Edge	Center	Edge	Center	Edge	Center	Edge	Center	Edge	Center	Edge	Center	Edge	Center	Edge	Center	Edge							
1	1	0101	0102	0103	0104	0105	0106	0107	0108	0109	0110	0111	0112	0113	0114	0115	0116	0117	0118	0119	0120	0121	0122	0123	0124	0125	0126	0127	0128	0129	0130			
		0131	0132	0133	0134	0135	0136	0137	0138	0139	0140	0141	0142	0143	0144	0145	0146	0147	0148	0149	0150	0151	0152	0153	0154	0155	0156	0157	0158	0159	0160			
		0161	0162	0163	0164	0165	0166	0167	0168	0169	0170	0171	0172	0173	0174	0175	0176	0177	0178	0179	0180	0181	0182	0183	0184	0185	0186	0187	0188	0189	0190	0191	0192	
		0193	0194	0195	0196	0197	0198	0199	0200	0201	0202	0203	0204	0205	0206	0207	0208	0209	0210	0211	0212	0213	0214	0215	0216	0217	0218	0219	0220	0221	0222	0223	0224	
		0225	0226	0227	0228	0229	0230	0231	0232	0233	0234	0235	0236	0237	0238	0239	0240	0241	0242	0243	0244	0245	0246	0247	0248	0249	0250	0251	0252	0253	0254	0255	0256	
		0257	0258	0259	0260	0261	0262	0263	0264	0265	0266	0267	0268	0269	0270	0271	0272	0273	0274	0275	0276	0277	0278	0279	0280	0281	0282	0283	0284	0285	0286	0287	0288	
		0289	0290	0291	0292	0293	0294	0295	0296	0297	0298	0299	0300	0301	0302	0303	0304	0305	0306	0307	0308	0309	0310	0311	0312	0313	0314	0315	0316	0317	0318	0319	0320	
		0321	0322	0323	0324	0325	0326	0327	0328	0329	0330	0331	0332	0333	0334	0335	0336	0337	0338	0339	0340	0341	0342	0343	0344	0345	0346	0347	0348	0349	0350	0351	0352	
		0353	0354	0355	0356	0357	0358	0359	0360	0361	0362	0363	0364	0365	0366	0367	0368	0369	0370	0371	0372	0373	0374	0375	0376	0377	0378	0379	0380	0381	0382	0383	0384	
		0385	0386	0387	0388	0389	0390	0391	0392	0393	0394	0395	0396	0397	0398	0399	0400	0401	0402	0403	0404	0405	0406	0407	0408	0409	0410	0411	0412	0413	0414	0415	0416	
2	2	0417	0418	0419	0420	0421	0422	0423	0424	0425	0426	0427	0428	0429	0430	0431	0432	0433	0434	0435	0436	0437	0438	0439	0440	0441	0442	0443	0444	0445	0446	0447		
		0448	0449	0450	0451	0452	0453	0454	0455	0456	0457	0458	0459	0460	0461	0462	0463	0464	0465	0466	0467	0468	0469	0470	0471	0472	0473	0474	0475	0476	0477	0478	0479	
		0481	0482	0483	0484	0485	0486	0487	0488	0489	0490	0491	0492	0493	0494	0495	0496	0497	0498	0499	0500	0501	0502	0503	0504	0505	0506	0507	0508	0509	0510	0511	0512	
		0513	0514	0515	0516	0517	0518	0519	0520	0521	0522	0523	0524	0525	0526	0527	0528	0529	0530	0531	0532	0533	0534	0535	0536	0537	0538	0539	0540	0541	0542	0543	0544	
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		0611	0612	0613	0614	0615	0616	0617	0618	0619	0620	0621	0622	0623	0624	0625	0626	0627	0628	0629	0630	0631	0632	0633	0634	0635	0636	0637	0638	0639	0640	0641	0642	
		0643	0644	0645	0646	0647	0648	0649	0650	0651	0652	0653	0654	0655	0656	0657	0658	0659	0660	0661	0662	0663	0664	0665	0666	0667	0668	0669	0670	0671	0672	0673	0674	0675
		0677	0678	0679	0680	0681	0682	0683	0684	0685	0686	0687	0688	0689	0690	0691	0692	0693	0694	0695	0696	0697	0698	0699	0700	0701	0702	0703	0704	0705	0706	0707	0708	0709
		0711	0712	0713	0714	0715	0716	0717	0718	0719	0720	0721	0722	0723	0724	0725	0726	0727	0728	0729	0730	0731	0732	0733	0734	0735	0736	0737	0738	0739	0740	0741	0742	0743
3	3	0744	0745	0746	0747	0748	0749	0750	0751	0752	0753	0754	0755	0756	0757	0758	0759	0760	0761	0762	0763	0764	0765	0766	0767	0768	0769	0770	0771	0772	0773	0774		
		0775	0776	0777	0778	0779	0780	0781	0782	0783	0784	0785	0786	0787	0788	0789	0790	0791	0792	0793	0794	0795	0796	0797	0798	0799	0800	0801	0802	0803	0804	0805	0806	
		0807	0808	0809	0810	0811	0812	0813	0814	0815	0816	0817	0818	0819	0820	0821	0822	0823	0824	0825	0826	0827	0828	0829	0830	0831	0832	0833	0834	0835	0836	0837	0838	
		0839	0840	0841	0842	0843	0844	0845	0846	0847	0848	0849	0850	0851	0852	0853	0854	0855	0856	0857	0858	0859	0860	0861	0862	0863	0864	0865	0866	0867	0868	0869	0870	0871
		0873	0874	0875	0876	0877	0878	0879	0880	0881	0882	0883	0884	0885	0886	0887	0888	0889	0890	0891	0892	0893	0894	0895	0896	0897	0898	0899	0900	0901	0902	0903	0904	0905
		0907	0908	0909	0910	0911	0912	0913	0914	0915	0916	0917	0918	0919	0920	0921	0922	0923	0924	0925	0926	0927	0928	0929	0930	0931	0932	0933	0934	0935	0936	0937	0938	0939
		0941	0942	0943	0944	0945	0946	0947	0948	0949	0950	0951	0952	0953	0954	0955	0956	0957	0958	0959	0960	0961	0962	0963	0964	0965	0966	0967	0968	0969	0970	0971	0972	0973
		0975	0976	0977	0978	0979	0980	0981	0982	0983	0984	0985	0986	0987	0988	0989	0990	0991	0992	0993	0994	0995	0996	0997	0998	0999	1000	1001	1002	1003	1004	1005	1006	1007
		1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041
		1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075

BOARD ACTION FORM

AGENDA DATE

PZHAC: September 6, 2022

BOT: September 26, 2022

ITEM: Sign Permit #061448 – 2309 Calle de San Albino #3 submitted by Marshall McGinley to put up temporary coming soon sign in the window, **Zoned: Historical Commercial (HC)**

BACKGROUND AND ANALYSIS: The applicant proposes to put up temporary sign for window at this location that reads NM Cowboy Cannabis as per illustration in your packet.

This application and all supporting documents were reviewed and approved by Architectural Styles Committee and PZHAC.

It is determined that the proposed sign application is acceptable and meets all applicable Town codes, the application should continue based on finding stated below.

MUNICIPAL TOWN CODE:

This application falls under the ordinance MTC Chapter 18.65 Signs

SUPPORTING INFORMATION:

- Application
- Temporary sign design and color

PZHAC ACTION:

Applicant has met all request asked by the PZHAC to move this application forward. The vote of the PZHAC was 5-0

BOT OPTIONS:

The Board of Trustees 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.

#061448



Town of Mesilla
P.O. BOX 10
MESILLA, NM 88046
PHONE: (575) 524-3262 FAX (575) 541-6327

SIGN PERMIT

Application Date: August 8, 2022

NM Cannabis Cowboy
Name of Business

Marshall McGinley
Name of Applicant

2309 Calle de San Albino #3
Address of Business

PO Box 782
Address of Applicant

Mesilla nm 88046
City State Zip

Mesilla nm 88046
City State Zip

575-523-9333 business
Telephone Number

575-993-0336 cell
Alternate Telephone Number

Location and description of Sign:
(include dimensions, lettering, shape, material, texture, colors, and/or finish to be used. Attach a drawing of the location of the sign, including any other advertising structures on the building or lot.)

24" x 36" posters located inside the front door & side window. See logo for sign attached.

For Office Use Only

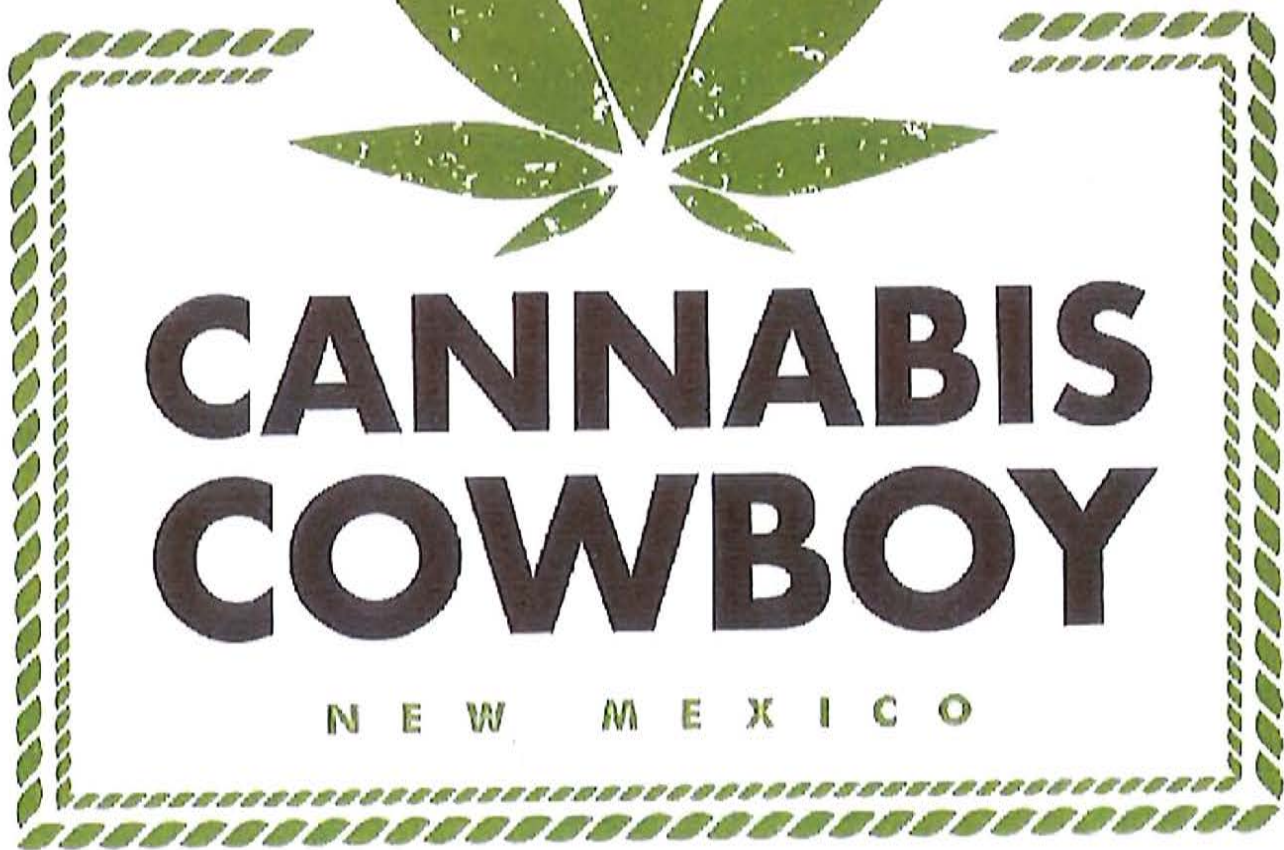
Administrative Approval: _____
PZHAC Approval: _____
BOT Approval: _____

Permit Fee: NONE PER. 10.65.100
Date of Payment: _____
CASE NUMBER: 061448



CANNABIS COWBOY

N E W M E X I C O



BOARD ACTION FORM

AGENDA DATE

PZHAC: September 6, 2022

BOT: September 26, 2022

ITEM: Sign Permit #061449 – 2309 Calle de San Albino #3 submitted by Marshall McGinley to put up sign mounted above sidewalk, **Zoned: Historical Commercial (HC)**

BACKGROUND AND ANALYSIS: The applicant proposes to put up sign at this location that reads NM Cowboy Cannabis as per illustration in your packet.

This application and all supporting documents were reviewed and approved by Architectural Styles Committee and PZHAC.

It is determined that the proposed sign application is acceptable and meets all applicable Town codes, the application should continue based on finding stated below.

MUNICIPAL TOWN CODE:

This application falls under the ordinance MTC Chapter 18.65 Signs

SUPPORTING INFORMATION:

- Application
- sign design and color

PZHAC ACTION:

Applicant has met all request asked by the PZHAC to move this application forward. The vote of the PZHAC was 5-0

BOT OPTIONS:

The Board of Trustees 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.

#061449



Town of Mesilla
P.O. BOX 10
MESILLA, NM 88046
PHONE: (575) 524-3262 FAX (575) 541-6327

SIGN PERMIT

Application Date: August 18, 2022

NM Cannabis Cowboy
Name of Business

Marshall McGinley
Name of Applicant

2309 Calle de San Albino #3
Address of Business

PO Box 782
Address of Applicant

Mesilla NM 88046
City State Zip

Mesilla NM 88046
City State Zip

575-523-9333 business
Telephone Number

575-993-0336 applicant
Alternate Telephone Number

Location and description of Sign:

(include dimensions, lettering, shape, material, texture, colors, and/or finish to be used. Attach a drawing of the location of the sign, including any other advertising structures on the building or lot.)

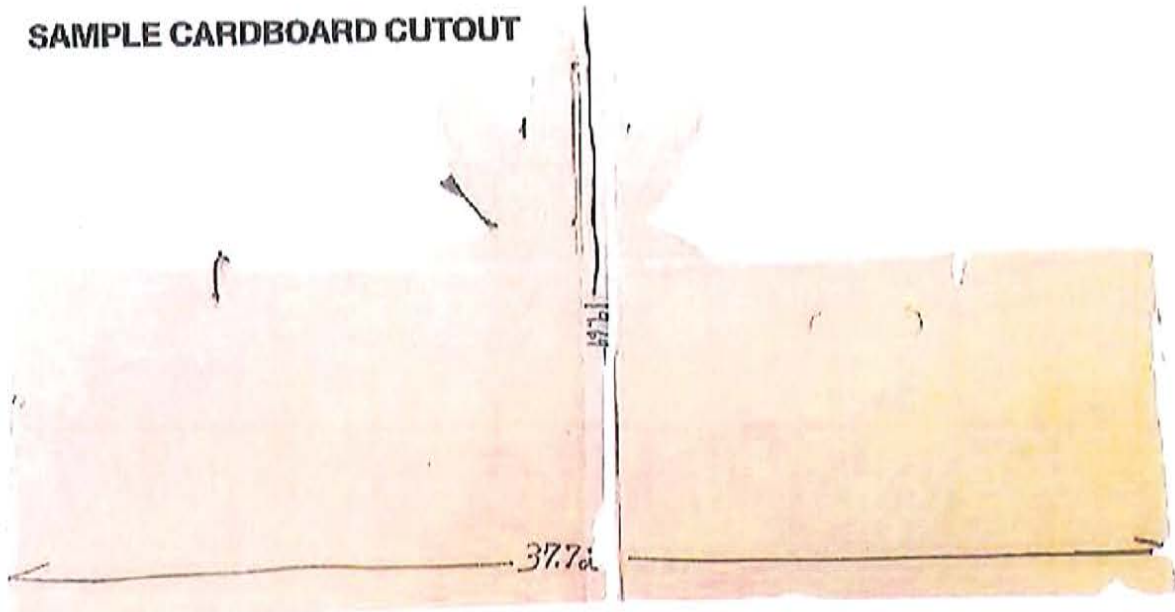
Proposing a two-sided "projecting sign" as defined by Ordinance 10.05.150 in the Municipal Codes that will hang from an existing metal structure used by prior tenants. Total measurements are: 10.60" max height by 37.72" max width; however, there are cutouts on the top left and right of the sign thus reducing the overall sign "mass" to be less than 5'. Also see attached images showing the sign meets/exceeds the 7' clearance requirement from the sidewalk.
Materials: Hand-carved ash wood with black paint used for "Cannabis Cowboy." The leaf, rope edge around all 4 sides, and "New Mexico" to be painted "cilantro green" (swatched included) whereas the remainder of the sign will show the hand-carved wood in its natural state, sealed with a clear varnish for weather protection. Please see all attachments.

For Office Use Only

Administrative Approval: _____
PZHAC Approval: _____
BOT Approval: _____

Permit Fee: \$9.76
Date of Payment: _____
CASE NUMBER: 061449

SAMPLE CARDBOARD CUTOUT



ACTUAL WOODEN CARVED SIGN



COLORS USED WHERE NATUAL WOOD ISN'T EXPOSED- BLACK AND GREEN ONLY - NO WHITE USED.

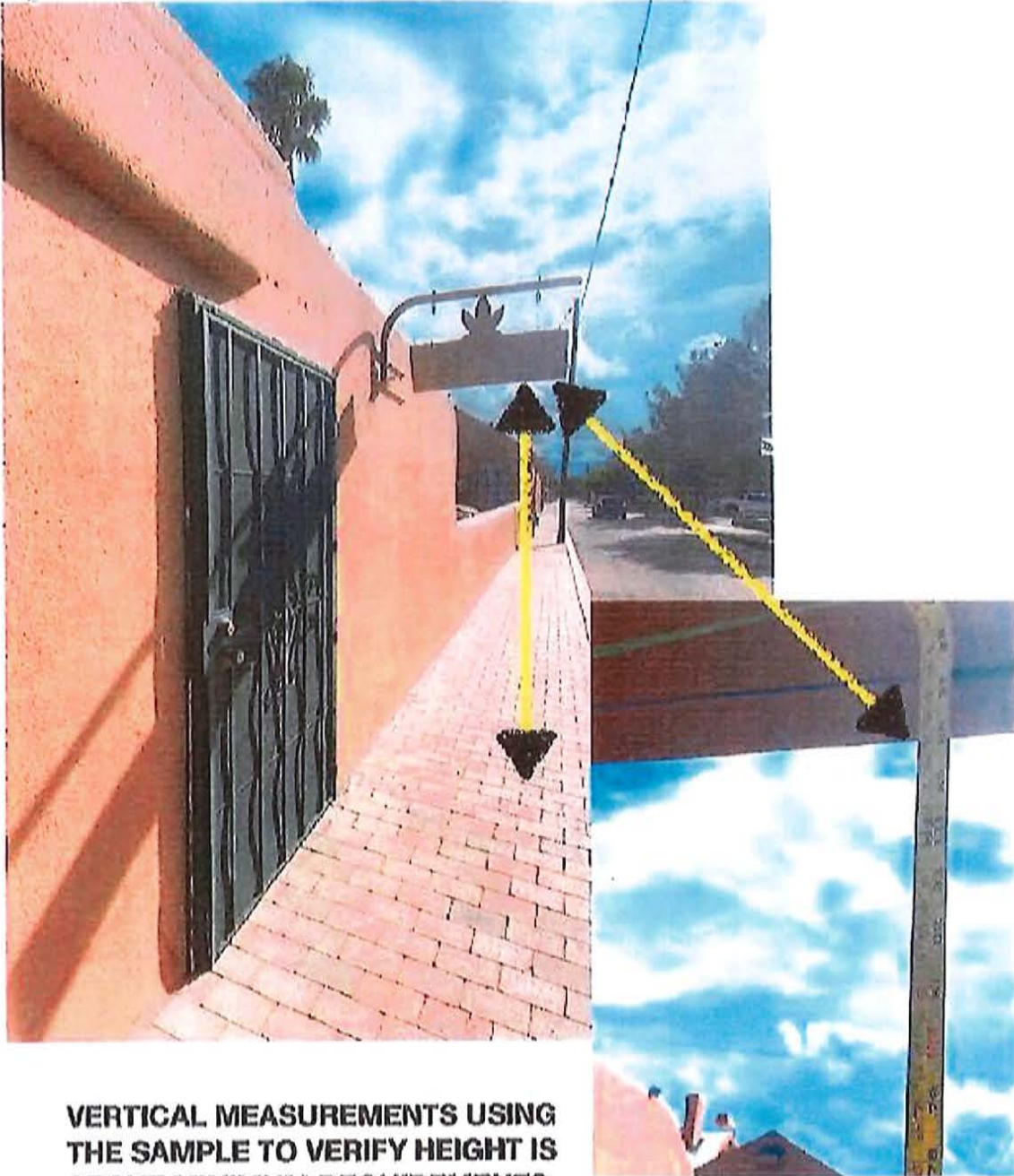


SW 6458

Cilantro

Interior / Exterior

Location Number: 158-C6



**VERTICAL MEASUREMENTS USING
THE SAMPLE TO VERIFY HEIGHT IS
ABOVE MINIMUM REQUIREMENTS**

7 FEET 2 INCHES OF CLEARANCE

BOARD ACTION FORM

AGENDA DATE

PZHAC: September 6, 2022

BOT: September 26, 2022

ITEM: PZHAC Case #061451 –1901 submitted by Brittany Bloch to build/add new dwelling at this address, Zoned: **Historical Commercial (HC)**

BACKGROUND AND ANALYSIS: The applicant proposes to build new dwelling a at this location as per site plan design.

This application and all supporting documents were reviewed and approved by Architectural Styles Committee and PZHAC.

It is determined that the proposed application is acceptable and meets all applicable Town codes, the application should continue based on finding stated below.

MUNICIPAL TOWN CODE:

This application falls under the ordinance MTC Chapter(s) 13.10, 15.15 and 18.60

SUPPORTING INFORMATION:

- Application
- Architect Stamped Site Plan & Design

PZHAC ACTION:

Applicant has met all request asked by the PZHAC to move this application forward. The vote of the PZHAC was 4-1 abstain

BOT OPTIONS:

The Board of Trustees 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.

TOWN OF MESILLA
APPLICATION FOR BUILDING PERMIT

Permit Fee \$ 2569.00
 Review Fee \$ 274.00
 Total Fee \$ 2843.00

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

CASE NO. 061451 ZONE: HC CODE: AD APPLICATION DATE: 8-18-22

Brihany Bloch _____
 Name of Property Owner _____ Property Owner's Telephone Number 575-526-1590

439 LINDA VISTA RD LAS CRUCES NM 88005
 Property Owner's Mailing Address _____ City _____ State _____ Zip Code _____

FREYSA2012@2040.com
 Property Owner's E-mail Address _____

Noble Builders Inc. Johnny Talley
 Contractor's Name & Address (If none, indicate Self) _____

575-312-3593 82-0716715 391387
 Contractor's Telephone Number _____ Contractor's Tax ID Number _____ Contractor's License Number _____

Address of Proposed Work: 1901 CALLE DE CORREO

Description of Proposed Work: Complete phase 2 of the Black Rat Tattoo Project that was previously approved

THIS APPLICATION SHALL INCLUDE ALL OF THE FOLLOWING Plan sheets are to be no larger than 11 x 17 inches or shall be submitted electronically.

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.
7. Proof of legal access to the property.
8. Drainage plan.
9. Details of architectural style and color scheme (checklist included for Historical zones) – diagrams and elevations.
10. 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).
11. Proof of legal access to the property.
12. Other information as necessary or required by the Town Code or Community Development Department.

\$175,858.00 _____ 17 Aug 2022
 Estimated Cost _____ Signature of Applicant _____ Date _____

Application Fee is due at time of submitlta. Apart from administrative approvals, all permit requests must undergo a review process from staff, PZHAC and/or BOT before issuance of a building permit. All Building permits expire after one year from date issued.

FOR OFFICIAL USE ONLY

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

BLACK RAT TATTOO
 1901 CALE DE CORREO,
 MESILLA, NM 88046

CONTRACT NO. 1901

DATE: 10/15/01

DESIGNED BY: J. F. HIGHTOWER



PROJECT NO. 1901
 SHEET TITLE
 DEMOLITION SITE PLAN

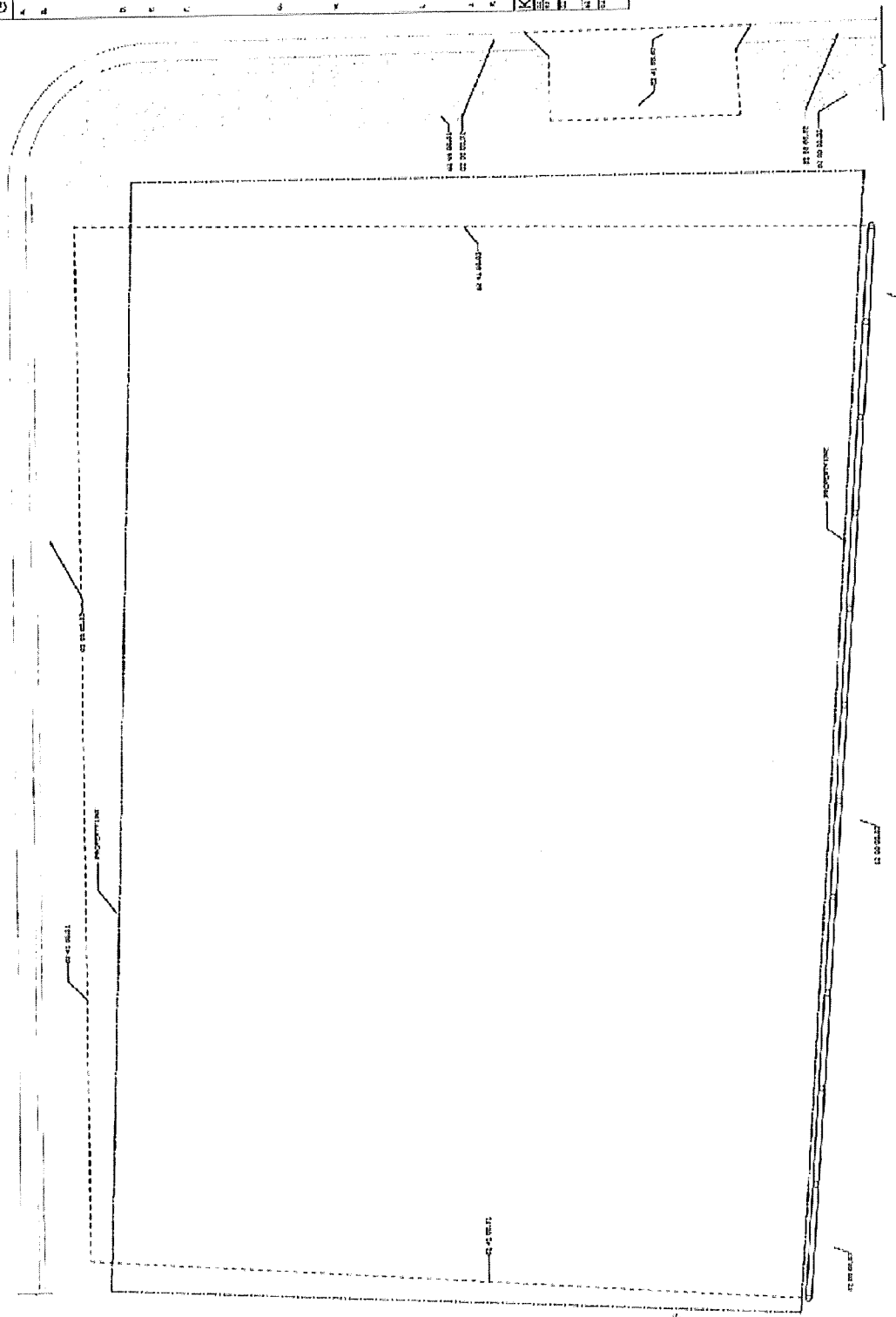
SHEET NO. D100

GENERAL NOTES

1. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
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9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.

KEYNOTE LEGEND

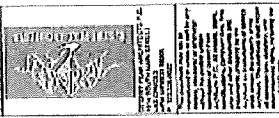
KEYNOTE	DESCRIPTION
1	EXISTING CONCRETE FOUNDATION
2	EXISTING CONCRETE WALL
3	EXISTING CONCRETE SLAB
4	EXISTING CONCRETE COLUMN
5	EXISTING CONCRETE BEAM
6	EXISTING CONCRETE GIRDER
7	EXISTING CONCRETE JOIST
8	EXISTING CONCRETE TRUSS
9	EXISTING CONCRETE ROOF
10	EXISTING CONCRETE FLOOR
11	EXISTING CONCRETE CEILING
12	EXISTING CONCRETE PARTITION
13	EXISTING CONCRETE CURB AND GUTTER
14	EXISTING CONCRETE DRIVEWAY
15	EXISTING CONCRETE PAVEMENT
16	EXISTING CONCRETE SIDEWALK
17	EXISTING CONCRETE CURB
18	EXISTING CONCRETE GUTTER
19	EXISTING CONCRETE DRAINAGE
20	EXISTING CONCRETE UTILITY



ALL DEMOLITION SITE PLAN
 D100 1/4" = 1'-0"
 THE PROJECT
 NORTH - NORTH

BLACK RAT TATTOO
 1001 CALLE DE CORREO,
 MESILLA, NM 88048

NO.	DATE	DESCRIPTION

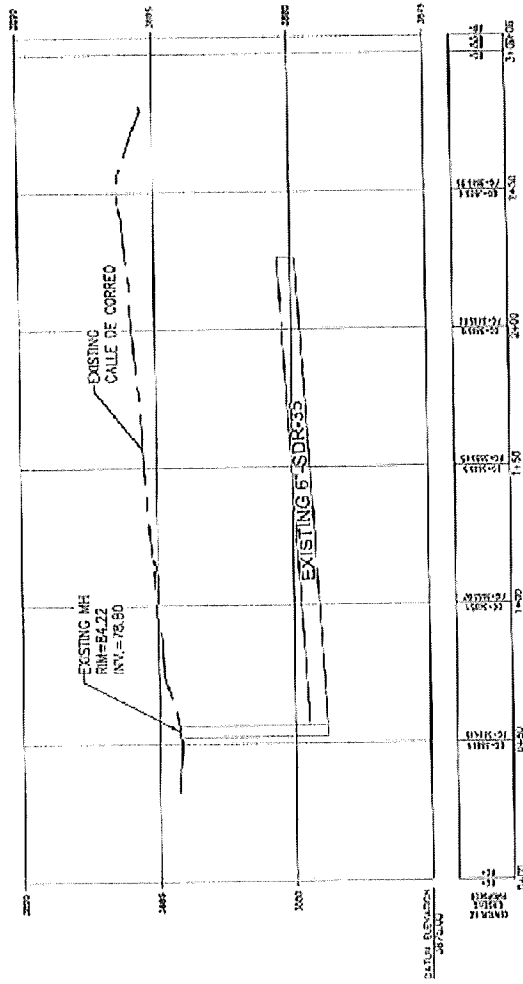
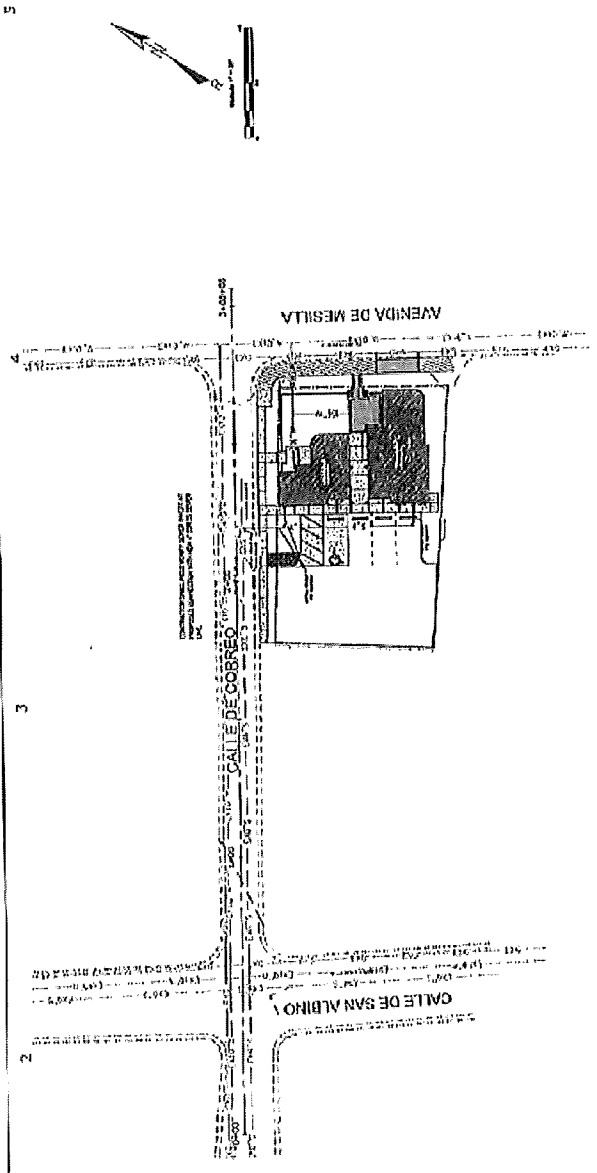


PROJECT NO.
 482071
 SHEET NO.
 1/4

PROJECT NO.
 482071
 SHEET NO.
 1/4

Pillar
Engineering, LLC
 235 E. Avenida de los
 Rios, Suite 100, Mesilla Park, NM 88048
 Phone: (505) 541-8337
 pillar@pillar.com

C101



WOOD FRAMING AND LUMBER

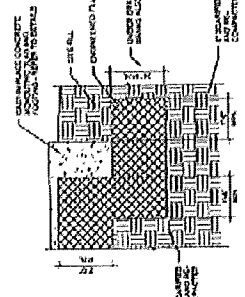
1. THE DESIGNER PRESUMES LUMBER SPECIFICATIONS ON THE DRAWING AND INDICATES THE MINIMUM SPECIFICATION REQUIRED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LUMBER FROM A REPUTABLE SOURCE AND FOR VERIFYING THAT THE LUMBER IS IN ACCORDANCE WITH THE SPECIFICATIONS AND THE CONTRACT REQUIREMENTS.
2. ALL LUMBER SHALL BE KILN DRIED TO A MAXIMUM MOISTURE CONTENT OF 19%.
3. ALL LUMBER SHALL BE CUT TO THE DIMENSIONS SHOWN ON THE DRAWING.
4. ALL JOINTS SHALL BE MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL LUMBER SPECIFICATIONS.
5. ALL JOINTS SHALL BE MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL LUMBER SPECIFICATIONS.
6. ALL JOINTS SHALL BE MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL LUMBER SPECIFICATIONS.
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10. ALL JOINTS SHALL BE MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL LUMBER SPECIFICATIONS.

OPEN-WEB WOOD TRUSSES

1. ALL WOOD TRUSSES SHALL BE FABRICATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL WOOD TRUSS MANUFACTURERS ASSOCIATION (NWTA) DESIGN GUIDE.
2. ALL WOOD TRUSSES SHALL BE FABRICATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL WOOD TRUSS MANUFACTURERS ASSOCIATION (NWTA) DESIGN GUIDE.
3. ALL WOOD TRUSSES SHALL BE FABRICATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL WOOD TRUSS MANUFACTURERS ASSOCIATION (NWTA) DESIGN GUIDE.
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CA CONTROL JOINT DETAIL
1/2" = 1'-0"



CB SUBSURFACE PREP DETAIL
1/2" = 1'-0"

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL MATERIALS AND LABORERS NECESSARY FOR THE PROVISION OF THE WORK.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL MATERIALS AND LABORERS NECESSARY FOR THE PROVISION OF THE WORK.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL MATERIALS AND LABORERS NECESSARY FOR THE PROVISION OF THE WORK.
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9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL MATERIALS AND LABORERS NECESSARY FOR THE PROVISION OF THE WORK.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL MATERIALS AND LABORERS NECESSARY FOR THE PROVISION OF THE WORK.

EXCAVATION/BACKFILLING NOTES

1. EXCAVATION SHALL BE MADE TO THE DEPTH AND WIDTH SHOWN ON THE DRAWING.
2. EXCAVATION SHALL BE MADE TO THE DEPTH AND WIDTH SHOWN ON THE DRAWING.
3. EXCAVATION SHALL BE MADE TO THE DEPTH AND WIDTH SHOWN ON THE DRAWING.
4. EXCAVATION SHALL BE MADE TO THE DEPTH AND WIDTH SHOWN ON THE DRAWING.
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9. EXCAVATION SHALL BE MADE TO THE DEPTH AND WIDTH SHOWN ON THE DRAWING.
10. EXCAVATION SHALL BE MADE TO THE DEPTH AND WIDTH SHOWN ON THE DRAWING.

CONCRETE FORM MATERIALS/WORK NOTES

1. CONCRETE FORM MATERIALS SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONCRETE FORMWORK ASSOCIATION (CFAA) DESIGN GUIDE.
2. CONCRETE FORM MATERIALS SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONCRETE FORMWORK ASSOCIATION (CFAA) DESIGN GUIDE.
3. CONCRETE FORM MATERIALS SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONCRETE FORMWORK ASSOCIATION (CFAA) DESIGN GUIDE.
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10. CONCRETE FORM MATERIALS SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONCRETE FORMWORK ASSOCIATION (CFAA) DESIGN GUIDE.

CAST-IN-PLACE CONCRETE NOTES

1. CONCRETE SHALL BE CAST IN PLACE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONCRETE MANUAL.
2. CONCRETE SHALL BE CAST IN PLACE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONCRETE MANUAL.
3. CONCRETE SHALL BE CAST IN PLACE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONCRETE MANUAL.
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8. CONCRETE SHALL BE CAST IN PLACE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONCRETE MANUAL.
9. CONCRETE SHALL BE CAST IN PLACE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONCRETE MANUAL.
10. CONCRETE SHALL BE CAST IN PLACE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONCRETE MANUAL.

BLACK RAT TATTOO
1001 CALE DE CORREO,
MEXICALTLA, NM 80040

REV	DATE	DESCRIPTION
1	08/15/20	ISSUED FOR PERMIT
2	08/15/20	ISSUED FOR PERMIT
3	08/15/20	ISSUED FOR PERMIT
4	08/15/20	ISSUED FOR PERMIT
5	08/15/20	ISSUED FOR PERMIT
6	08/15/20	ISSUED FOR PERMIT
7	08/15/20	ISSUED FOR PERMIT
8	08/15/20	ISSUED FOR PERMIT
9	08/15/20	ISSUED FOR PERMIT
10	08/15/20	ISSUED FOR PERMIT

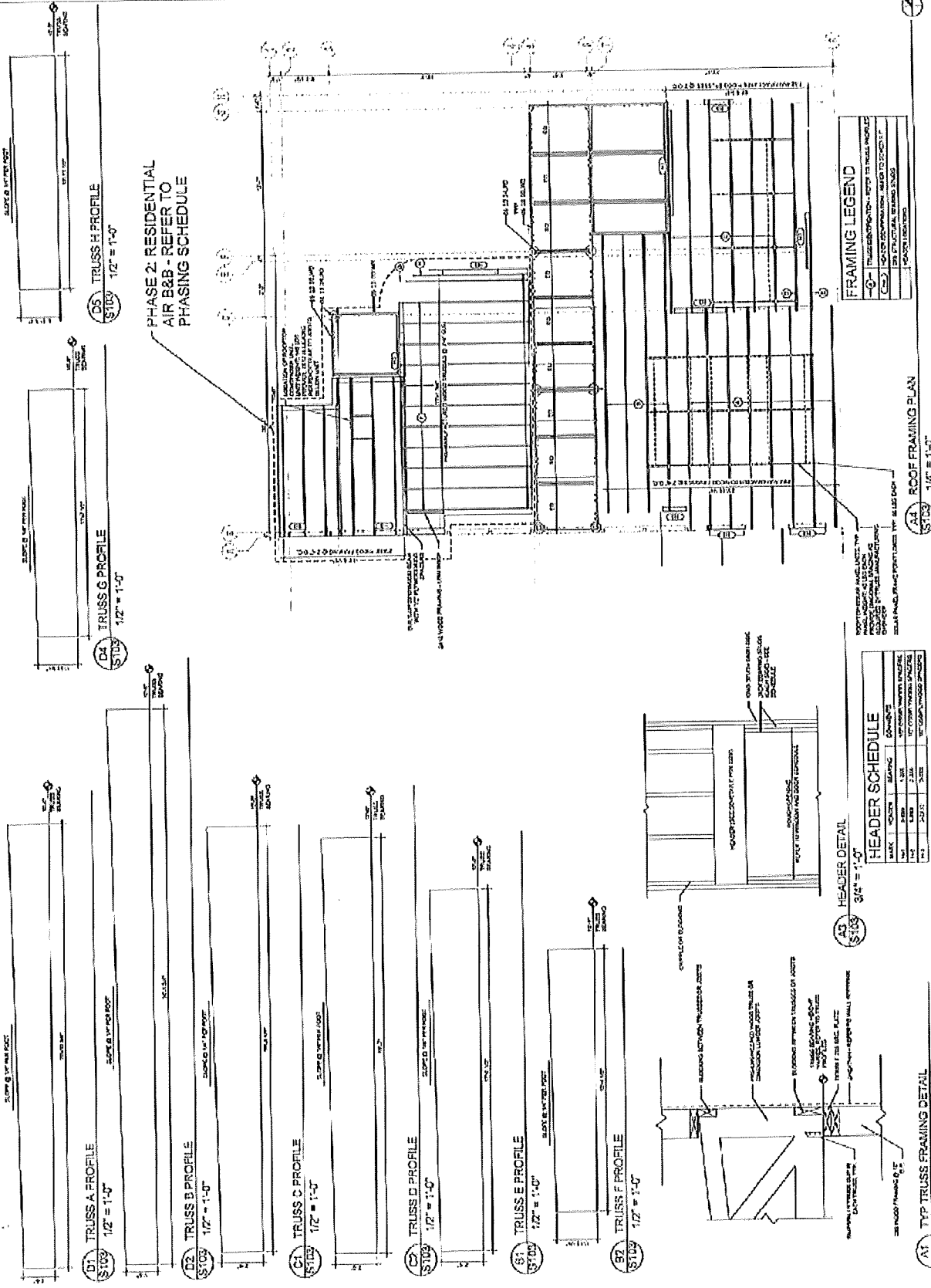


DESIGN TEAM ARCH TECHS
1001 CALE DE CORREO,
MEXICALTLA, NM 80040



PROJECT NO.
SHEET NO.
STATUTORY NOTES

SHEET NO.
S101



01 TRUSS A PROFILE
1/2" = 1'-0"

02 TRUSS B PROFILE
1/2" = 1'-0"

03 TRUSS C PROFILE
1/2" = 1'-0"

04 TRUSS D PROFILE
1/2" = 1'-0"

05 TRUSS E PROFILE
1/2" = 1'-0"

06 TRUSS F PROFILE
1/2" = 1'-0"

07 TRUSS G PROFILE
1/2" = 1'-0"

08 TRUSS H PROFILE
1/2" = 1'-0"

PHASE 2: RESIDENTIAL
AIR B&B - REFER TO
PHASING SCHEDULE

FRAMING LEGEND

- ① - TRUSS/RAFTER - REFER TO TRUSS/RAFTER SCHEDULE
- ② - JOIST/CEILING - REFER TO JOIST/CEILING SCHEDULE
- ③ - FLOORING

HEADER SCHEDULE

NO.	SPAN	MARKING	COMMENTS
1	2'-0"	1-1	1" X 4" OVER WINDOW
2	2'-0"	2-1	1" X 4" OVER WINDOW
3	2'-0"	3-1	1" X 4" OVER WINDOW
4	2'-0"	4-1	1" X 4" OVER WINDOW

09 HEADER DETAIL
3/4" = 1'-0"

10 TYP TRUSS FRAMING DETAIL
1/2" = 1'-0"

11 ROOF FRAMING PLAN
1/4" = 1'-0"

BLACK RAT TATTOO
1931 CALE DE CORREO,
MESILLA NM 89046

DESIGNER: P&C ARCHITECTS
PROJECT NO. 40007
DATE: 10/15/2014



S103

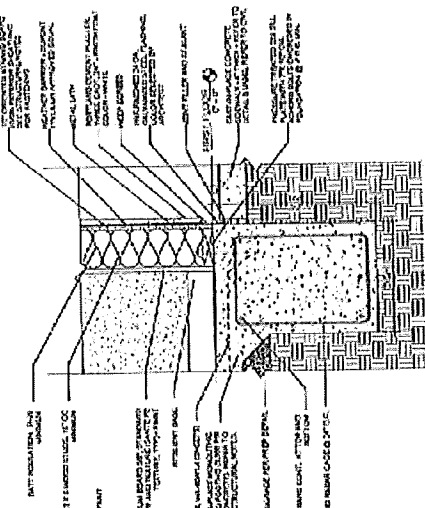
BLACK RAT TATTOO
 1001 CALE DE CORREO,
 MESILLA, NM 88049

DESIGNER	DATE	PROJECT
ARCHITECT	REVISED	NO.
CONTRACTOR	NO.	NO.

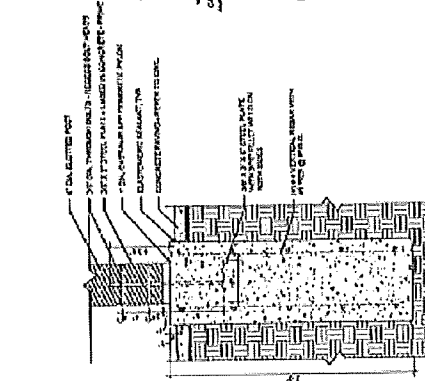


PROJECT NO.
 SHEET NO.
 STRUCTURAL
 DIVISION

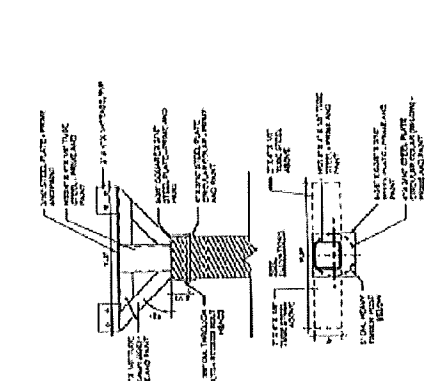
S104



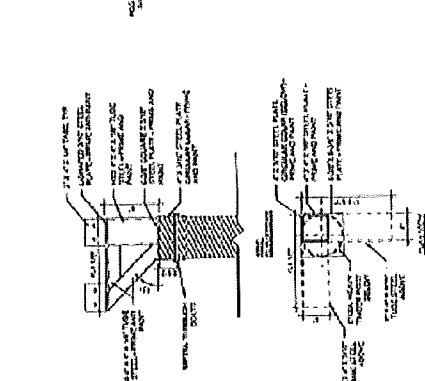
C1 STEEL CORBEL DETAIL @ CORNER
 S104 1 1/2" = 1'-0"



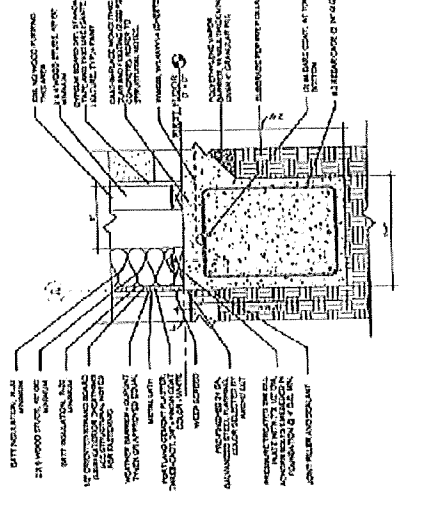
A1 FOUNDATION DETAIL - CANTIED WALL
 S104 1 1/2" = 1'-0"



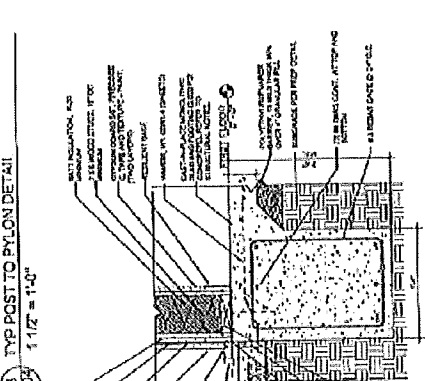
A2 FOUNDATION DETAIL - FIRE WALL
 S104 1 1/2" = 1'-0"



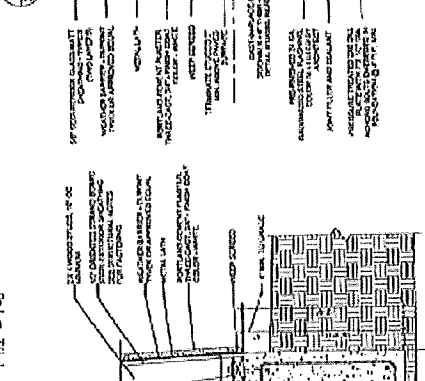
A3 FOUNDATION DETAIL - PYLON DETAIL
 S104 1 1/2" = 1'-0"



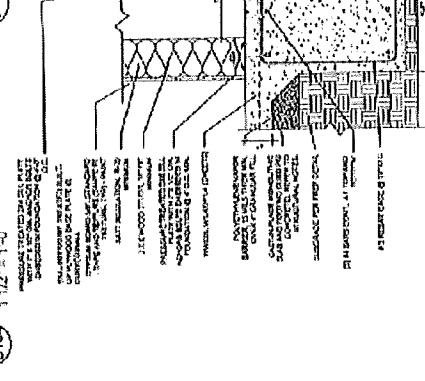
C2 STEEL CORBEL DETAIL @ CORNER
 S104 1 1/2" = 1'-0"



A4 FOUNDATION DETAIL - CANTIED WALL
 S104 1 1/2" = 1'-0"



A5 FOUNDATION DETAIL - FIRE WALL
 S104 1 1/2" = 1'-0"



A6 FOUNDATION DETAIL - PYLON DETAIL
 S104 1 1/2" = 1'-0"

CALLE DE CORREO

PHASE 2

NO PARKING

NO PARKING

BUILDING FOOTPRINT PHASE 2

BUILDING FOOTPRINT PHASE 1

PHASE 2

AVENIDA DE MESILLA

BLACK RAT TATTOO
1001 CALLE DE CORREO,
MESILLA, NM 88045

NO. 1	DATE	REVISIONS

DESIGN PEAK ARCHITECTS

1001 CALLE DE CORREO, MESILLA, NM 88045

TEL: 505.833.1111

WWW.DESIGNPEAKARCHITECTS.COM



PROJECT NO. 09-01

ARCHITECTURAL SITE PLAN

SHEET NO. A100

GENERAL NOTES

1. REFER TO GENERAL NOTES ON PHASE 1 AND 2 DRAWINGS ALL INFORMATION WITH THIS PLAN

AT SITE PLAN

A100

PROJECT TITLE

NORTH NORTH

1/4" = 1'-0"

KEYNOTE LEGEND

1	EXISTING CONCRETE
2	EXISTING MASONRY
3	EXISTING METAL
4	EXISTING WOOD
5	EXISTING GLASS
6	EXISTING ROOFING
7	EXISTING PAINT
8	EXISTING FINISHES
9	EXISTING UTILITIES
10	EXISTING LANDSCAPE
11	EXISTING SITEWORK
12	EXISTING STRUCTURE
13	EXISTING FOUNDATION
14	EXISTING CONCRETE
15	EXISTING MASONRY
16	EXISTING METAL
17	EXISTING WOOD
18	EXISTING GLASS
19	EXISTING ROOFING
20	EXISTING PAINT
21	EXISTING FINISHES
22	EXISTING UTILITIES
23	EXISTING LANDSCAPE
24	EXISTING SITEWORK
25	EXISTING STRUCTURE
26	EXISTING FOUNDATION
27	EXISTING CONCRETE
28	EXISTING MASONRY
29	EXISTING METAL
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32	EXISTING ROOFING
33	EXISTING PAINT
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97	EXISTING ROOFING
98	EXISTING PAINT
99	EXISTING FINISHES
100	EXISTING UTILITIES

BLACK RAT TATTOO
1001 CALLE DE CORREO,
MEXILLA, NM 80340

CONTRACT NO. 2008-0001

DATE	12/15/08
BY	BR/MS
PROJECT	BLACK RAT TATTOO

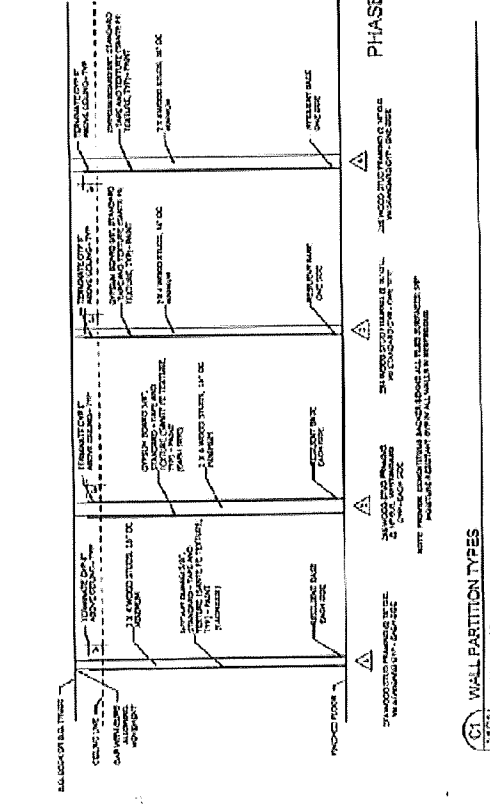
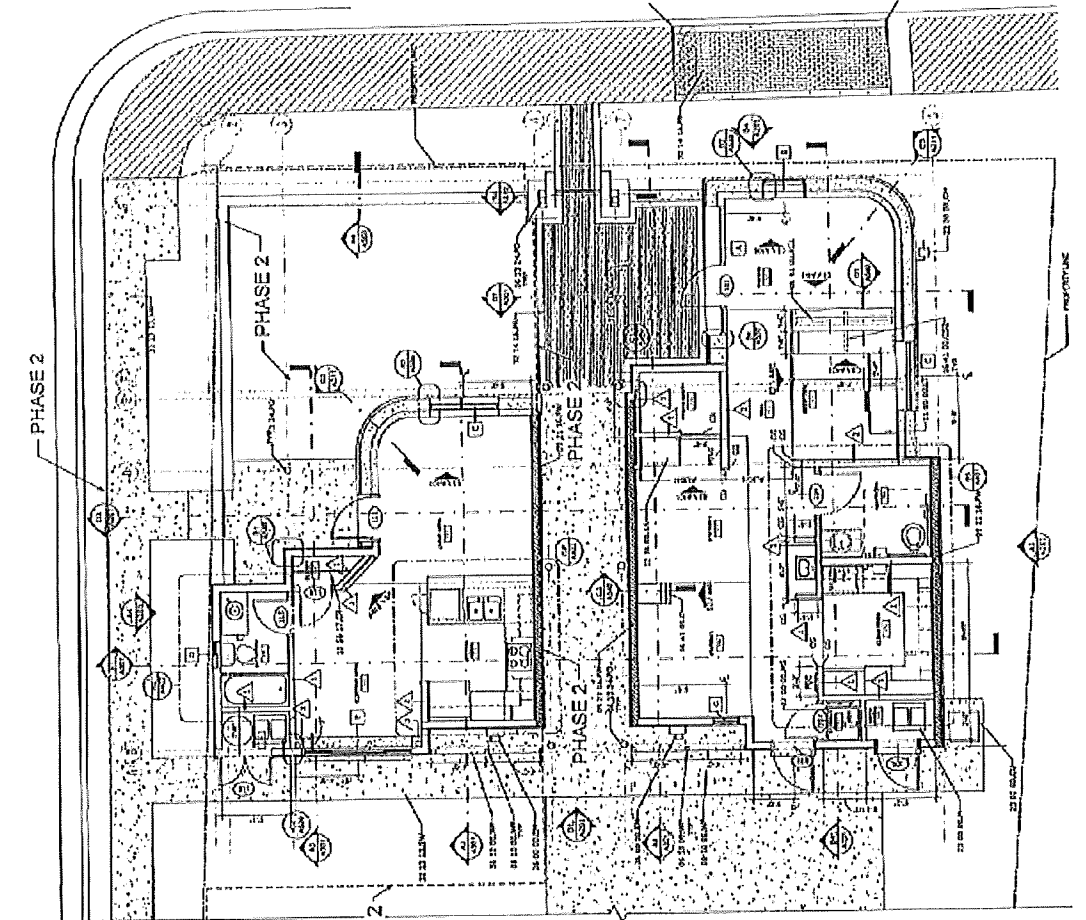


ESTUDIO PAX ARCHITECTOS
1001 CALLE DE CORREO,
MEXILLA, NM 80340
TEL: 505.325.1234
WWW.PAXARCHITECTOS.COM



PROJECT NO. A101
SHEET NO. FIRST FLOOR PLAN

A101



GENERAL NOTES

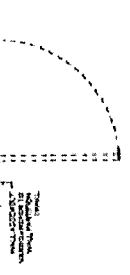
1. PROVIDE THE APPROPRIATE SCHEDULE BETWEEN STUDY, ALL WALLS.
2. REFER TO ARCHITECTURE AND STRUCTURE DRAWINGS FOR MATERIALS, FINISHES, AND SCHEDULES.
3. PROVIDE THE APPROPRIATE SCHEDULE FOR ALL WALLS.
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KEYNOTE LEGEND

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20	20\"/>

WALL PARTITION TYPES

NO.	DESCRIPTION	FINISHES
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18	18\"/>	
19	19\"/>	
20	20\"/>	



A101 FIRST FLOOR PLAN
1/4\"/>



A101 TYP DOOR PLACEMENT DETAIL
3/4\"/>

GENERAL NOTES

1. THE CLIENT HAS OBTAINED A PRELIMINARY PERMIT FROM THE CITY OF MESILLA FOR THE CONSTRUCTION OF THIS PROJECT. THE CLIENT HAS OBTAINED A PRELIMINARY PERMIT FROM THE CITY OF MESILLA FOR THE CONSTRUCTION OF THIS PROJECT. THE CLIENT HAS OBTAINED A PRELIMINARY PERMIT FROM THE CITY OF MESILLA FOR THE CONSTRUCTION OF THIS PROJECT.
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CALLE DE CORREO

AVENIDA DE MESSILLA

BLACK RAT TATTOO
1001 CALLE DE CORREO,
MESILLA, NM 88049

NO.	DATE	REVISIONS
1	05/20/18	ISSUE FOR PERMITTING

DESIGN BY: [Signature]
ARCHITECT: [Signature]



PROJECT NO.: 18001
DATE: 05/20/18
SCALE: AS SHOWN

PROJECT NO.: 18001

A103

POINT OF CONNECTION TO
EXISTING WATER MAIN

EXISTING 12" WATER MAIN

PROPERTY LINE

EXISTING CURB

EXISTING SIDEWALK

EXISTING WATER MAIN

NEW 12" WATER MAIN

NEW 12" WATER MAIN

NEW 12" WATER MAIN

NEW 12" WATER MAIN

NEW 12" WATER MAIN

NEW 12" WATER MAIN

NEW 12" WATER MAIN

NEW 12" WATER MAIN

NEW 12" WATER MAIN

NEW 12" WATER MAIN

NEW 12" WATER MAIN

NEW 12" WATER MAIN

BUILDING FOOTPRINT

BUILDING FOOTPRINT

UNDERGROUND WATER MAIN

UNDERGROUND WATER MAIN

UNDERGROUND WATER MAIN

UNDERGROUND WATER MAIN

POINT OF CONNECTION TO
EXISTING WATER MAIN

UNDERGROUND WATER MAIN

ARCHITECTURAL SITE UTILITY DIAGRAM
1/2" = 1'-0"



PROJECT NO.: 18001

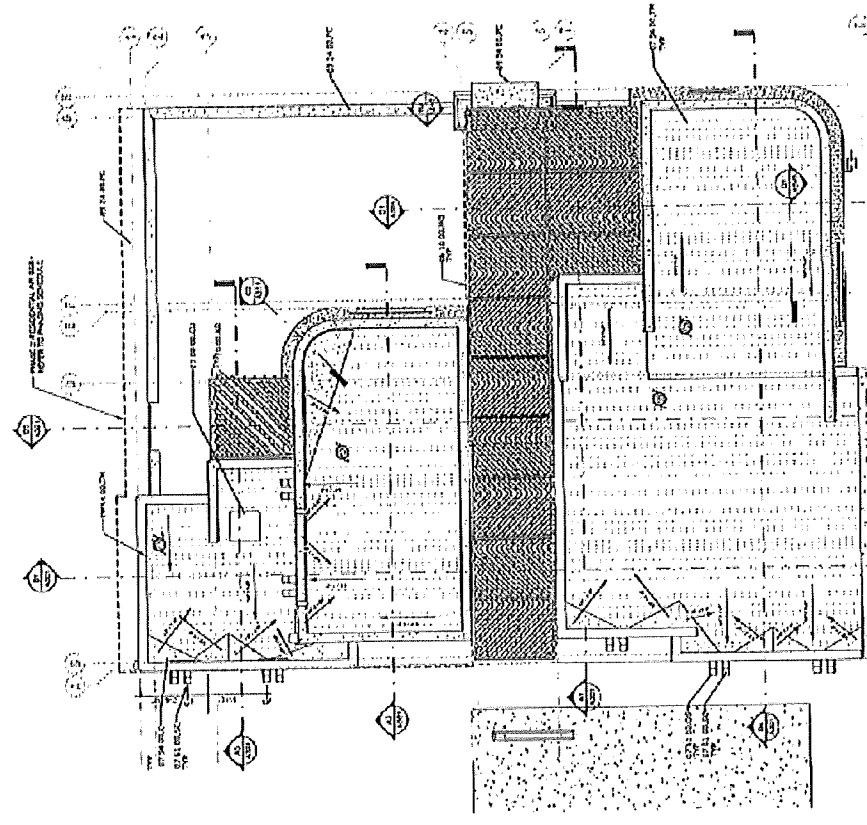
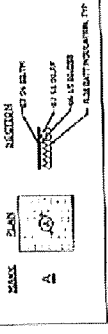
GENERAL NOTES ROOF PLAN



1. THE ROOF OF THIS BUILDING IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL BUILDING CODE OF PHILIPPINES, AS AMENDED, AND THE NATIONAL ELECTRICAL CODE OF PHILIPPINES, AS AMENDED.
2. THE ROOF SHALL BE CONSTRUCTED WITH A MINIMUM SLOPE OF 1/4" PER FOOT TO THE DRAINAGE POINTS.
3. THE ROOF SHALL BE FINISHED WITH A 2" THICK CONCRETE SLAB ON TOP OF THE STRUCTURAL STEEL MEMBERS.
4. THE ROOF SHALL BE FINISHED WITH A 2" THICK CONCRETE SLAB ON TOP OF THE STRUCTURAL STEEL MEMBERS.
5. THE ROOF SHALL BE FINISHED WITH A 2" THICK CONCRETE SLAB ON TOP OF THE STRUCTURAL STEEL MEMBERS.
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9. THE ROOF SHALL BE FINISHED WITH A 2" THICK CONCRETE SLAB ON TOP OF THE STRUCTURAL STEEL MEMBERS.
10. THE ROOF SHALL BE FINISHED WITH A 2" THICK CONCRETE SLAB ON TOP OF THE STRUCTURAL STEEL MEMBERS.

KEYNOTE LEGEND

- 1. 1/2" RIBBED STEEL DECKING
- 2. 2" THICK CONCRETE SLAB
- 3. 1" THICK POLYURETHANE INSULATION
- 4. 1" THICK ASPHALT/FLY ASH MEMBRANE
- 5. 1" THICK GYP-SOLAR BOARD
- 6. 1" THICK GYP BOARD
- 7. 1" THICK GYP BOARD
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- 20. 1" THICK GYP BOARD

ROOF TYP LEGEND




 PROJECT TITLE
 NORTH

 PROJECT NO. A131
 ROOF PLAN
 SCALE 1/4" = 1'-0"

BLACK RAT TATTOO
 1801 CALLE DE CORREO,
 MESILLA, NM 88049

NO.	REVISION	DATE	BY	CHKD.



PROJECT NO. A131
 SHEET NO. ROOF PLAN

A131

GENERAL NOTES

1. REFER TO ARCHITECT'S SPECIFICATIONS FOR MATERIALS AND FINISHES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.
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KEYNOTE LEGEND

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| 1 | 1/2" x 4" x 8" PLANK |
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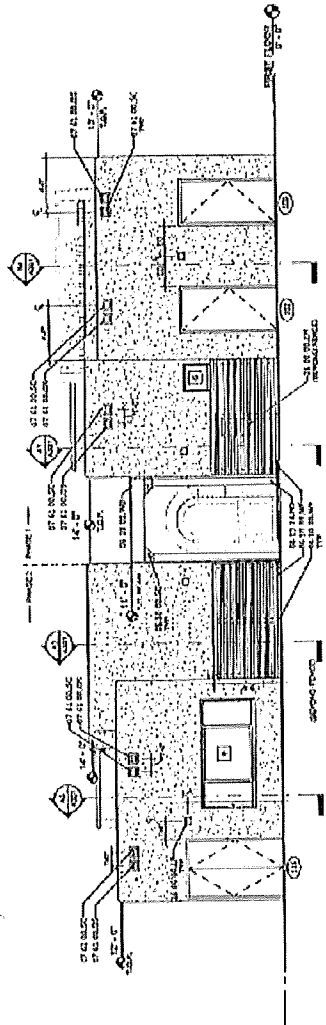
BLACK RAT TATTOO
 1031 CALLE DE CORREO,
 MESILLA NM 88040

DESERT PEAK ARCHITECTS
 1031 CALLE DE CORREO, MESILLA, NM 88040
 PHONE: (505) 833-1111
 FAX: (505) 833-1112
 WWW.DESERTPEAKARCHITECTS.COM

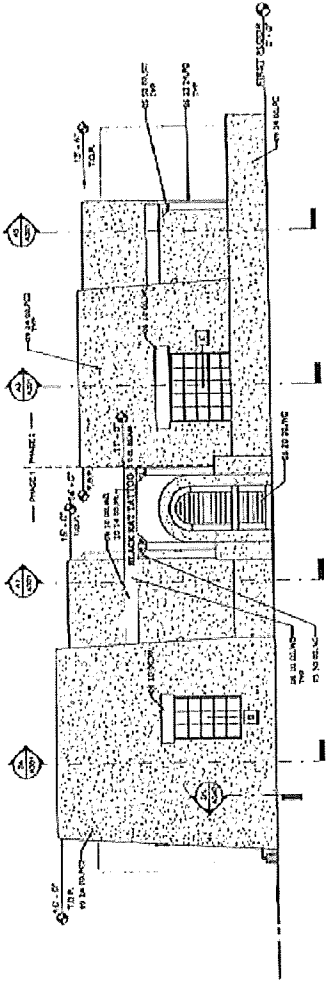
STATE OF NEW MEXICO
 PROFESSIONAL ARCHITECT
 LICENSE NO. 10311

PROJECT NO. 48001
 SHEET NO. A201

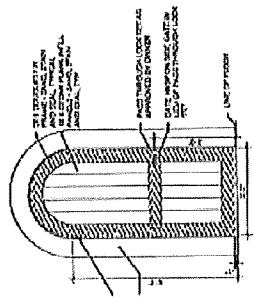
A201



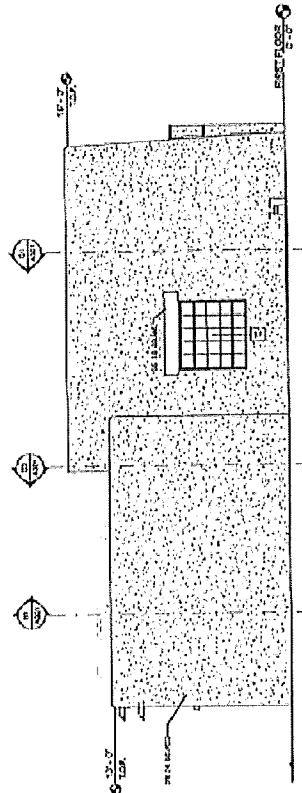
B1 WEST ELEVATION
 1/4" = 1'-0"



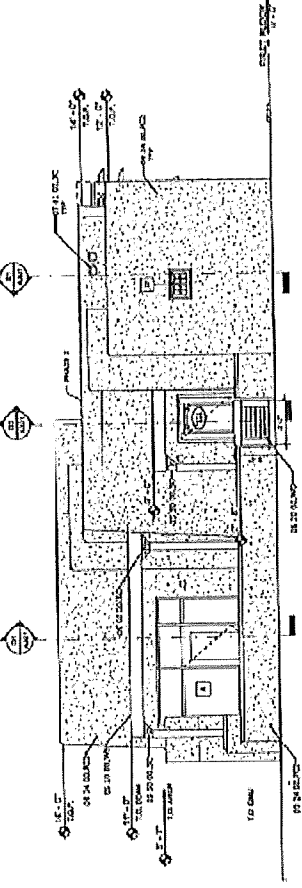
B4 EAST ELEVATION
 1/4" = 1'-0"



B2 WOOD GATE DETAIL
 1/2" = 1'-0"



A1 SOUTH ELEVATION
 1/4" = 1'-0"



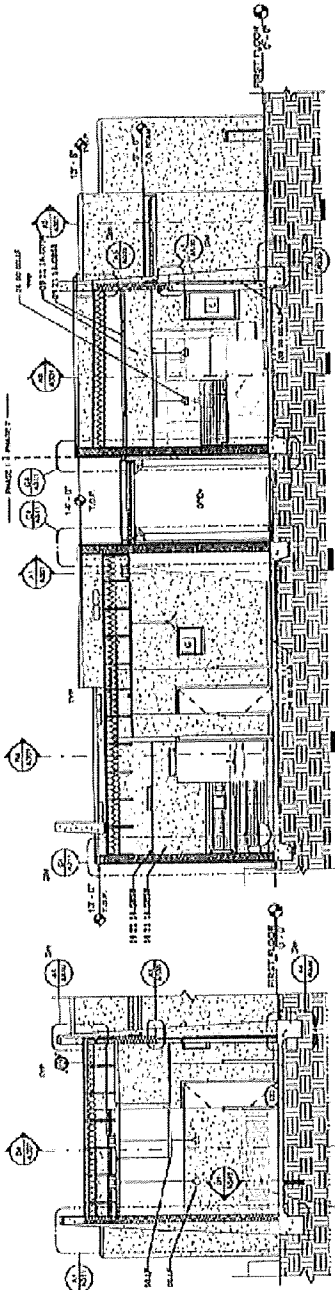
A4 NORTH ELEVATION
 1/4" = 1'-0"

GENERAL NOTES

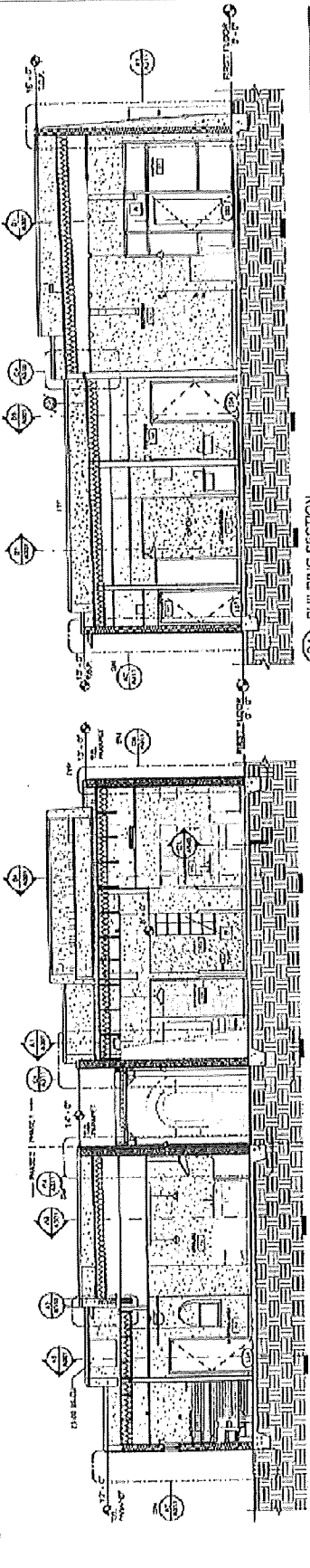
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL WALLS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
3. ALL FLOORS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
4. ALL CEILING ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
5. ALL ROOF ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
6. ALL DOORS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
7. ALL WINDOWS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
8. ALL STAIRS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
9. ALL ELEVATIONS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
10. ALL FINISHES ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
11. ALL MATERIALS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
12. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
13. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BUILDING CODES AND SPECIFICATIONS.
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KEYNOTE LEGEND

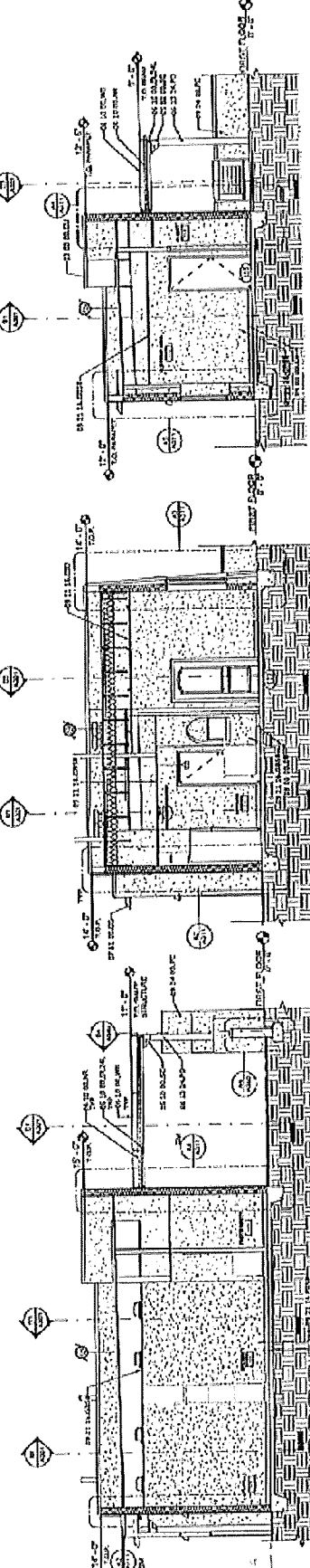
KEYNOTE	DESCRIPTION
1	CONCRETE
2	BRICK
3	GLASS
4	WOOD
5	STEEL
6	INSULATION
7	ROOFING
8	MECHANICAL
9	ELECTRICAL
10	PLUMBING
11	PAINT
12	FINISH
13	LANDSCAPE
14	EXTERIOR
15	INTERIOR
16	MECHANICAL
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19	PAINT
20	FINISH
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23	INTERIOR
24	MECHANICAL
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84	FINISH
85	LANDSCAPE
86	EXTERIOR
87	INTERIOR
88	MECHANICAL
89	ELECTRICAL
90	PLUMBING
91	PAINT
92	FINISH
93	LANDSCAPE
94	EXTERIOR
95	INTERIOR
96	MECHANICAL
97	ELECTRICAL
98	PLUMBING
99	PAINT
100	FINISH



A1 BUILDING SECTION 1/4" = 1'-0"
 A2 BUILDING SECTION 1/4" = 1'-0"
 A3 BUILDING SECTION 1/4" = 1'-0"



B1 BUILDING SECTION 1/4" = 1'-0"
 B2 BUILDING SECTION 1/4" = 1'-0"
 B3 BUILDING SECTION 1/4" = 1'-0"



C1 BUILDING SECTION (PHASE 2) 1/4" = 1'-0"
 C2 BUILDING SECTION (PHASE 2) 1/4" = 1'-0"
 C3 BUILDING SECTION (PHASE 2) 1/4" = 1'-0"

1801 CALLE DE CORREO,
 MESILLA, NM 88046

BLACK RAT TATTOO

PROJECT NO. 2021-01
 SHEET NO. 02 OF 02

DATE: 01/15/2021
 DRAWN BY: [Signature]

PROJECT NO. 2021-01
 SHEET NO. 02 OF 02

DATE: 01/15/2021
 DRAWN BY: [Signature]

PROJECT NO. 2021-01
 SHEET NO. 02 OF 02

DATE: 01/15/2021
 DRAWN BY: [Signature]

PROJECT NO. 2021-01
 SHEET NO. 02 OF 02

DATE: 01/15/2021
 DRAWN BY: [Signature]

PROJECT NO. 2021-01
 SHEET NO. 02 OF 02

DATE: 01/15/2021
 DRAWN BY: [Signature]

PROJECT NO. 2021-01
 SHEET NO. 02 OF 02

A301

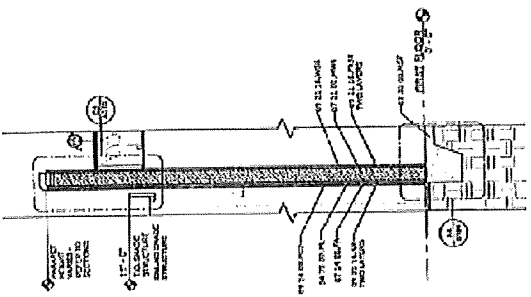


GENERAL NOTES

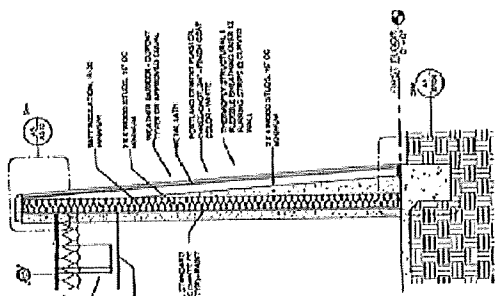
1. REFER TO DRAWING TO DETERMINE WALL TYPE AND FINISHES.
2. ALL WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL FIRE CODE (IFC).
3. ALL WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL FIRE CODE (IFC).
4. ALL WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL FIRE CODE (IFC).
5. ALL WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL FIRE CODE (IFC).
6. ALL WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL FIRE CODE (IFC).
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8. ALL WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL FIRE CODE (IFC).
9. ALL WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL FIRE CODE (IFC).
10. ALL WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL FIRE CODE (IFC).

KEYNOTE LEGEND

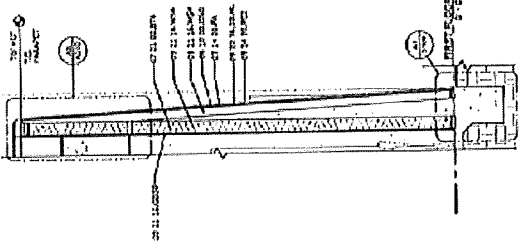
KEYNOTE	DESCRIPTION
1	1/2" SANDSTRAKE, 1" OC
2	1/2" SANDSTRAKE, 1" OC
3	1/2" SANDSTRAKE, 1" OC
4	1/2" SANDSTRAKE, 1" OC
5	1/2" SANDSTRAKE, 1" OC
6	1/2" SANDSTRAKE, 1" OC
7	1/2" SANDSTRAKE, 1" OC
8	1/2" SANDSTRAKE, 1" OC
9	1/2" SANDSTRAKE, 1" OC
10	1/2" SANDSTRAKE, 1" OC
11	1/2" SANDSTRAKE, 1" OC
12	1/2" SANDSTRAKE, 1" OC
13	1/2" SANDSTRAKE, 1" OC
14	1/2" SANDSTRAKE, 1" OC
15	1/2" SANDSTRAKE, 1" OC
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26	1/2" SANDSTRAKE, 1" OC
27	1/2" SANDSTRAKE, 1" OC
28	1/2" SANDSTRAKE, 1" OC
29	1/2" SANDSTRAKE, 1" OC
30	1/2" SANDSTRAKE, 1" OC
31	1/2" SANDSTRAKE, 1" OC
32	1/2" SANDSTRAKE, 1" OC
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36	1/2" SANDSTRAKE, 1" OC
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92	1/2" SANDSTRAKE, 1" OC
93	1/2" SANDSTRAKE, 1" OC
94	1/2" SANDSTRAKE, 1" OC
95	1/2" SANDSTRAKE, 1" OC
96	1/2" SANDSTRAKE, 1" OC
97	1/2" SANDSTRAKE, 1" OC
98	1/2" SANDSTRAKE, 1" OC
99	1/2" SANDSTRAKE, 1" OC
100	1/2" SANDSTRAKE, 1" OC



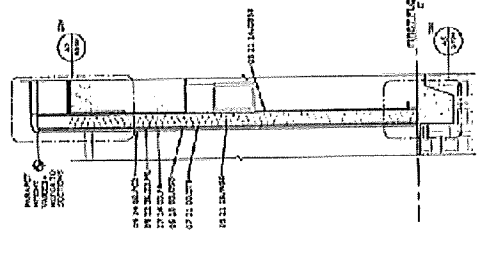
CA WALL SECTION - 2 HOUR FIRE WALL
1/2" = 1'-0"



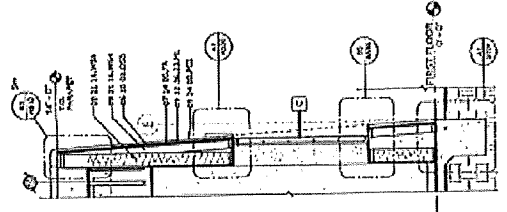
CB WALL SECTION - CANTED WALL
1/2" = 1'-0"



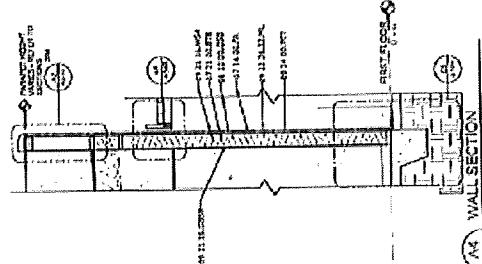
CA WALL SECTION - CANTED WALL
1/2" = 1'-0"



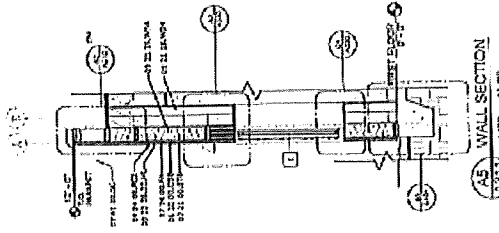
CB WALL SECTION
1/2" = 1'-0"



CA WALL SECTION
1/2" = 1'-0"



CA WALL SECTION
1/2" = 1'-0"



CA WALL SECTION
1/2" = 1'-0"

BLACK RAT TATTOO
1001 CALE DE CORREO,
MESILLA, NM 80048

NO.	DATE	DESCRIPTION
1	10/15/10	PROJECT PRELIMINARY
2	11/15/10	PROJECT PRELIMINARY
3	12/15/10	PROJECT PRELIMINARY
4	01/15/11	PROJECT PRELIMINARY
5	02/15/11	PROJECT PRELIMINARY
6	03/15/11	PROJECT PRELIMINARY
7	04/15/11	PROJECT PRELIMINARY
8	05/15/11	PROJECT PRELIMINARY
9	06/15/11	PROJECT PRELIMINARY
10	07/15/11	PROJECT PRELIMINARY
11	08/15/11	PROJECT PRELIMINARY
12	09/15/11	PROJECT PRELIMINARY
13	10/15/11	PROJECT PRELIMINARY
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15	12/15/11	PROJECT PRELIMINARY
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26	11/15/12	PROJECT PRELIMINARY
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95	08/15/18	PROJECT PRELIMINARY
96	09/15/18	PROJECT PRELIMINARY
97	10/15/18	PROJECT PRELIMINARY
98	11/15/18	PROJECT PRELIMINARY
99	12/15/18	PROJECT PRELIMINARY
100	01/15/19	PROJECT PRELIMINARY



DEBENT PEAK ARCHITECTS
1001 CALE DE CORREO, MESILLA, NM 80048
TEL: 505.833.1111
WWW.DPBARCHITECTS.COM



PROJECT NO. 10000
SHEET NO. 10000
WALL SECTIONS

A311

KEYNOTE LEGEND

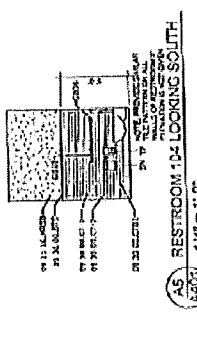
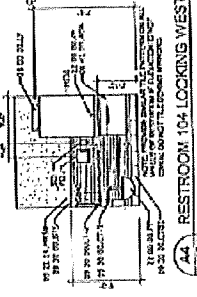
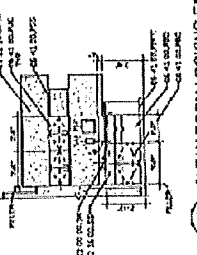
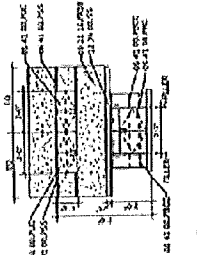
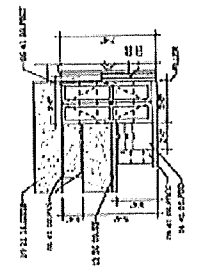
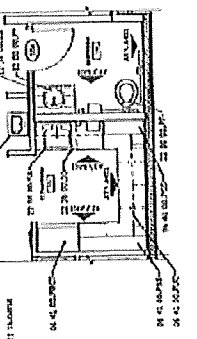
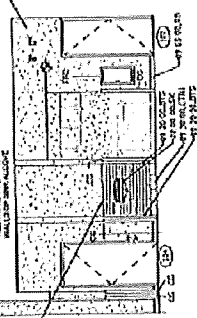
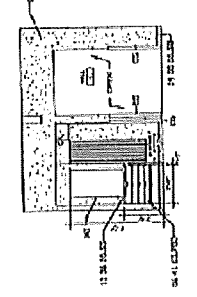
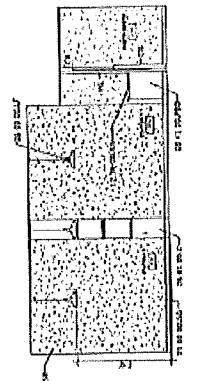
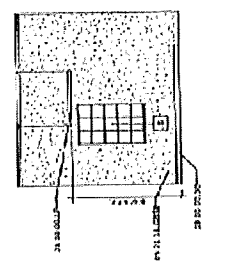
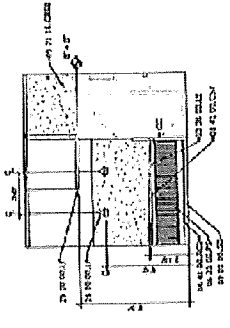
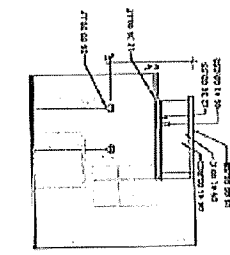
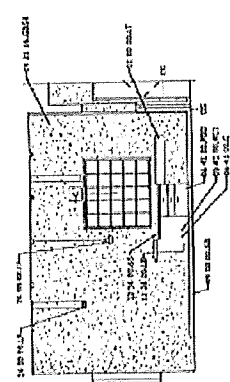
SYMBOL	DESCRIPTION	COMMENTS
1	RECEPTION	
2	WAITING	
3	RESTROOM	
4	HALL	
5	STATION	
6	CLEAN ROOM	
7	ENLARGED FLOOR PLAN	

SYMBOL	DESCRIPTION	COMMENTS
1	RECEPTION	
2	WAITING	
3	RESTROOM	
4	HALL	
5	STATION	
6	CLEAN ROOM	
7	ENLARGED FLOOR PLAN	

GENERAL NOTES

- ALL ROOMS AND AREAS SHOWN ARE BASED ON AS-BUILT CONDITIONS AND FIELD SURVEY DATA.
- ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- ALL WALLS ARE 1/2" THICK UNLESS OTHERWISE NOTED.
- ALL FLOORS ARE 4" CONCRETE ON 2" GYPSUM BOARD UNLESS OTHERWISE NOTED.
- ALL CEILING ARE 8" CONCRETE UNLESS OTHERWISE NOTED.
- ALL DOORS ARE 36" WIDE UNLESS OTHERWISE NOTED.
- ALL WINDOWS ARE 24" WIDE UNLESS OTHERWISE NOTED.
- ALL STAIRS ARE 36" WIDE UNLESS OTHERWISE NOTED.
- ALL ELEVATIONS ARE TO FINISH UNLESS OTHERWISE NOTED.
- ALL ROOMS ARE TO BE FINISHED WITH 1/2" GYPSUM BOARD UNLESS OTHERWISE NOTED.
- ALL ROOMS ARE TO BE FINISHED WITH 1/2" GYPSUM BOARD UNLESS OTHERWISE NOTED.
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BLACK RAT TATTOO
 1901 CALE DE CORREO,
 MEXICO, D.F. 06040



PROJECT NO.
 4001
 SHEET NO.
 1 OF 1
 DATE
 10/1/78

A401



DESIGN FIRM
 ARCHITECTS
 1901 CALE DE CORREO,
 MEXICO, D.F. 06040

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
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16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
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19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

KEYNOTE LEGEND

- | | | | | | | | | | | | | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 |
| 121 | 122 | 123 | 124 | 125 | 126 | 127 | 128 | 129 | 130 | 131 | 132 | 133 | 134 | 135 | 136 | 137 | 138 | 139 | 140 |
| 141 | 142 | 143 | 144 | 145 | 146 | 147 | 148 | 149 | 150 | 151 | 152 | 153 | 154 | 155 | 156 | 157 | 158 | 159 | 160 |

NO.	DESCRIPTION	QUANTITY	UNIT
1	CEMENT CONCRETE		
2	REINFORCING BARS		
3	BRICK		
4	ROOFING MATERIAL		
5	PAINT		
6	GLASS		
7	DOOR		
8	WINDOW		
9	PLASTER		
10	CEILING		
11	FLOORING		
12	MECHANICAL		
13	ELECTRICAL		
14	PLUMBING		
15	FINISHES		
16	LANDSCAPE		
17	UTILITIES		
18	FOUNDATION		
19	STRUCTURE		
20	ROOF		

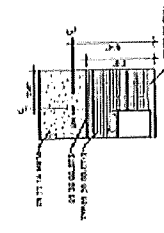
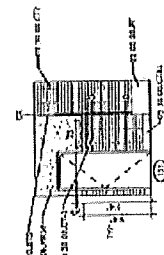
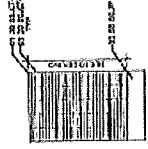
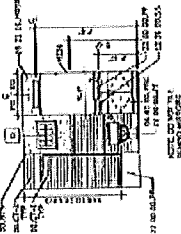
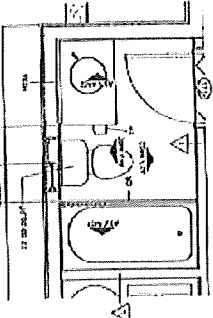
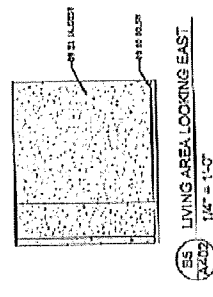
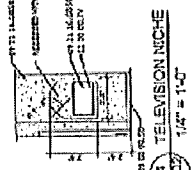
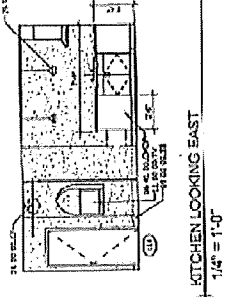
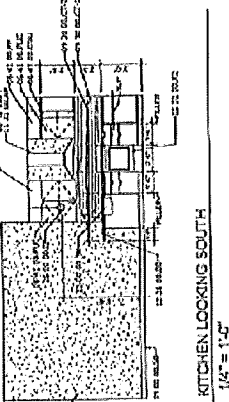
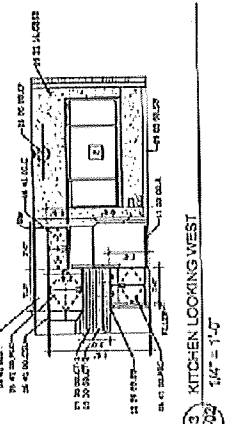
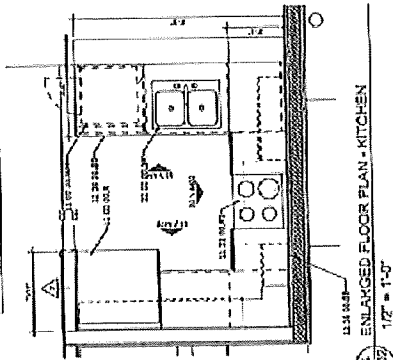
BLACK RAT TATTOO
1801 CALLE DE CORREO
MESELA, NM 85416

DESIGN: PERK APPL. ARCH.
DATE: 10/15/2010
PROJECT NO. 4302-01



PROJECT NO. 4302-01
DATE: 10/15/2010
DRAWN BY: [Name]

A402



- A1 RESTROOM 115 LOOKING EAST 1/4" = 1'-0"
- A2 BATHROOM 115 LOOKING SOUTH 1/4" = 1'-0"
- A3 BATHROOM 115 LOOKING WEST 1/4" = 1'-0"
- A4 BATHROOM 115 LOOKING NORTH 1/4" = 1'-0"
- A5 ENLARGED FLOOR PLAN - BATHROOM 115 1/2" = 1'-0"

BLACK RAT TATTOO
 1901 CALLE DE CORREO,
 MEXICALI, NM 89006

DATE	BY	DESCRIPTION
10/12/00
...

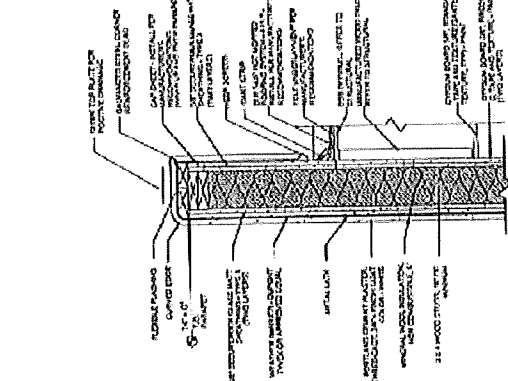


PROJECT NO. 89001
 ROOF DETAILS
 SHEET NO. A510

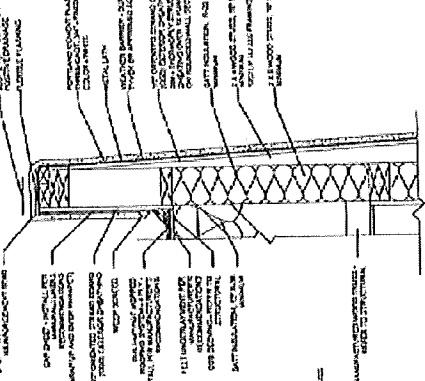


PROJECT NO. 89001
 ROOF DETAILS
 SHEET NO. A510

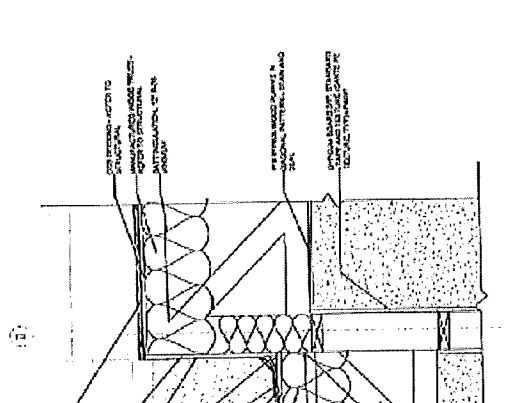
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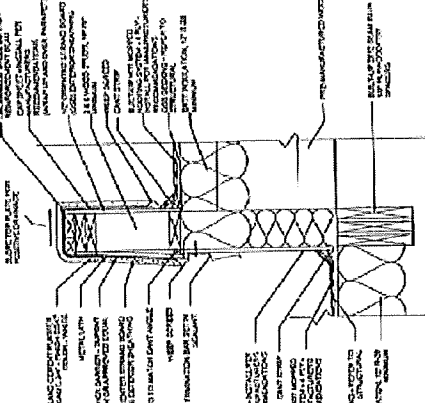
CS 07 PARAPET DETAIL - FIRE WALL
 AS10 1 1/2" = 1'-0"



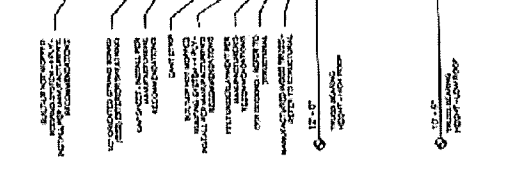
AS PARAPET DETAIL - CANTED WALL
 AS10 1 1/2" = 1'-0"



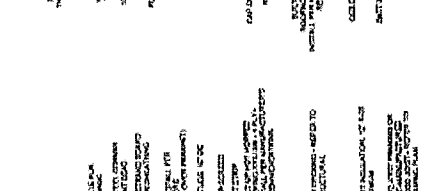
CA ROOF TRANSITION DETAIL
 AS10 1 1/2" = 1'-0"



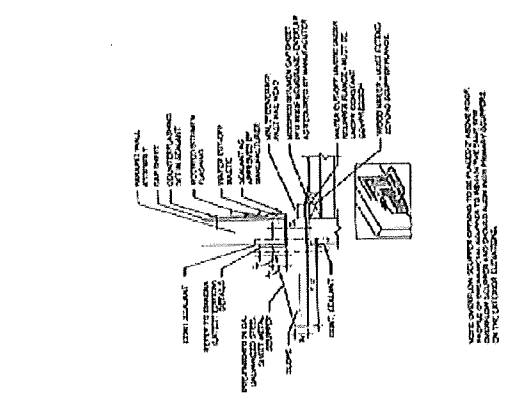
AS ROOF TRANSITION DETAIL
 AS10 1 1/2" = 1'-0"



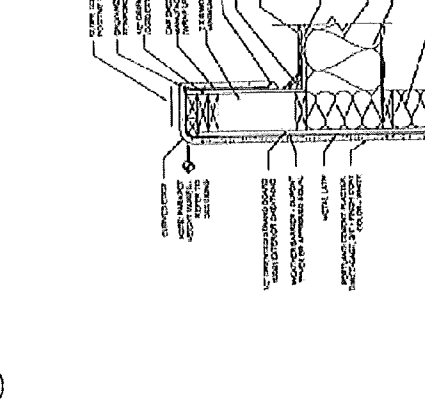
CS SCUPPER DETAIL
 AS10 1 1/2" = 1'-0"



AS TYPICAL EAVE PARAPET DETAIL
 AS10 1 1/2" = 1'-0"




CA ROOF TRANSITION DETAIL
 AS10 1 1/2" = 1'-0"



AS ROOF TRANSITION DETAIL
 AS10 1 1/2" = 1'-0"

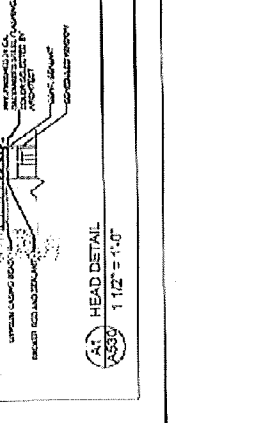
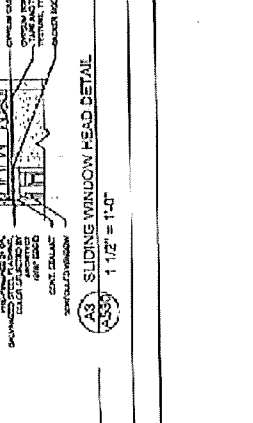
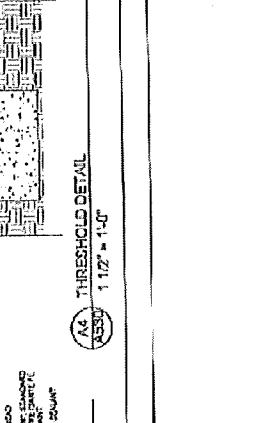
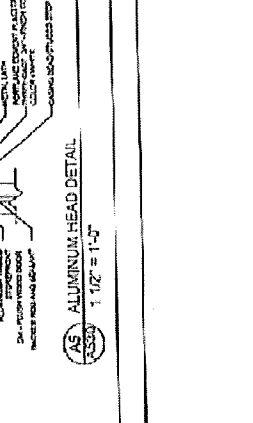
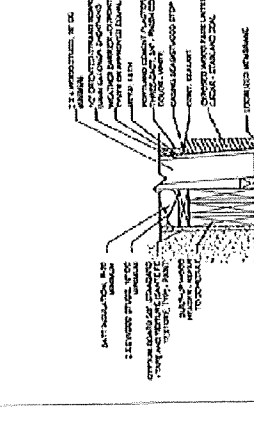
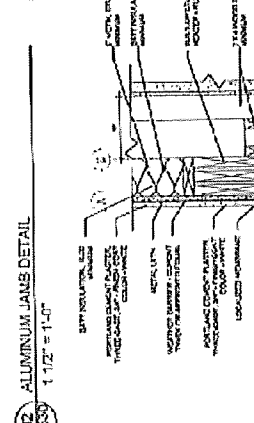
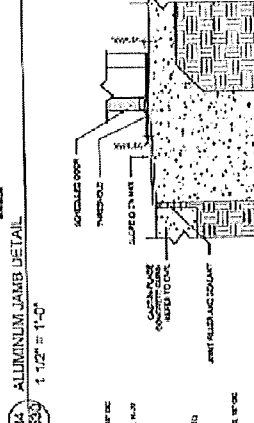
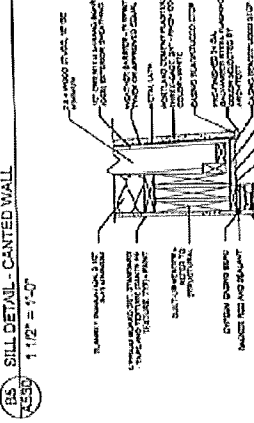
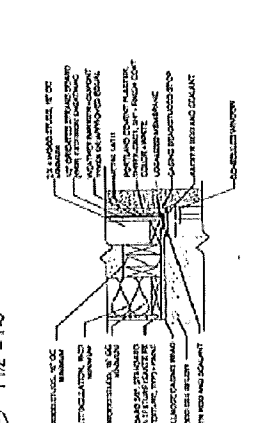
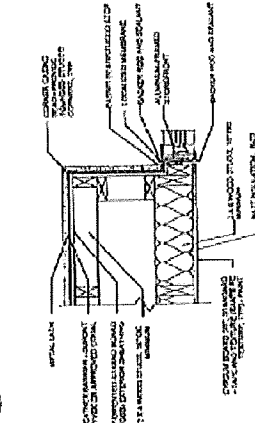
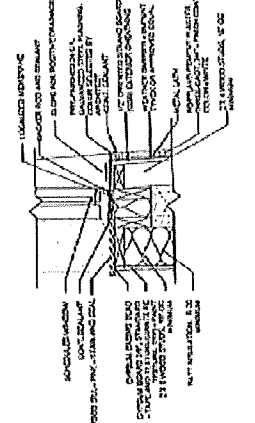
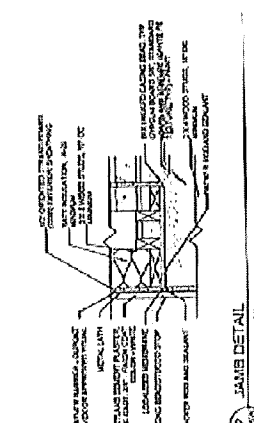
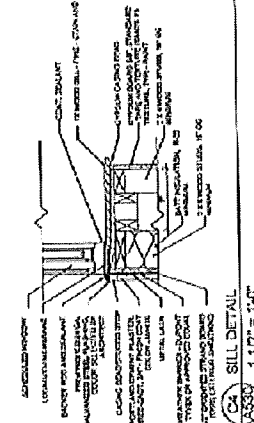
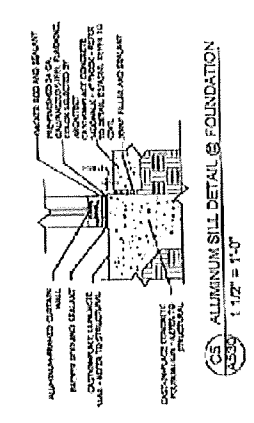
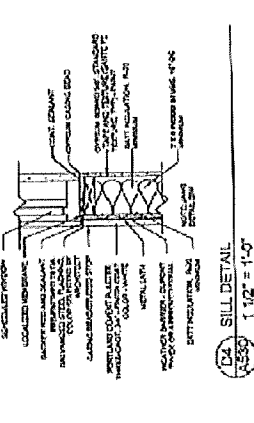
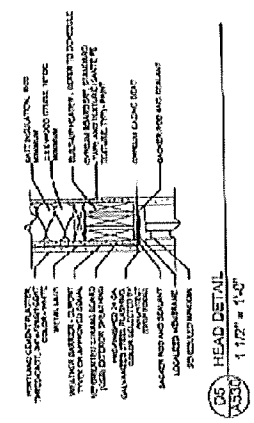
BLACK RAT TATTOO
1901 CAJALE DE COCHIREO,
MESILLA, NM 80040

PROJECT	BLACK RAT TATTOO
DATE	11/12/11
SCALE	AS SHOWN
DESIGNER	ARCHITECTS
CLIENT	ARCHITECTS



PROJECT NO. 430 01
PART 01
WINDOW DETAILS
SHEET 102

A530



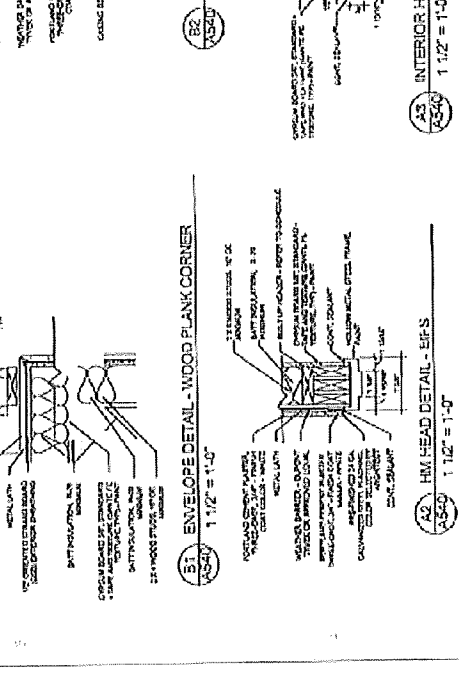
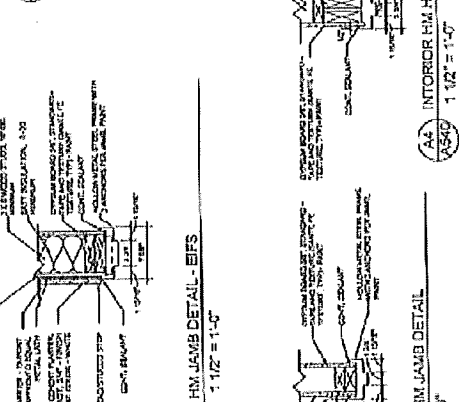
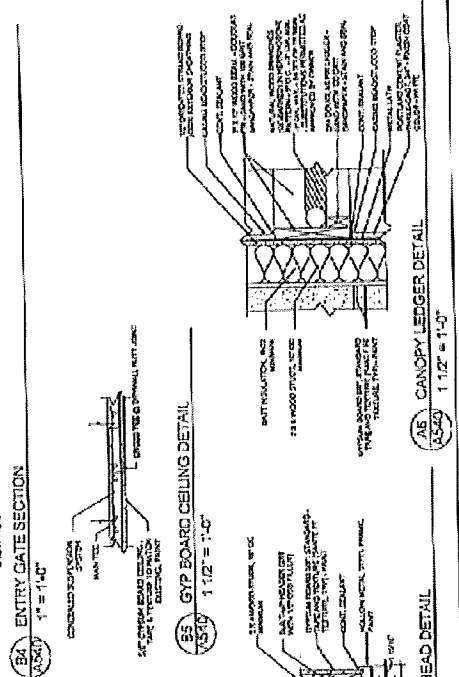
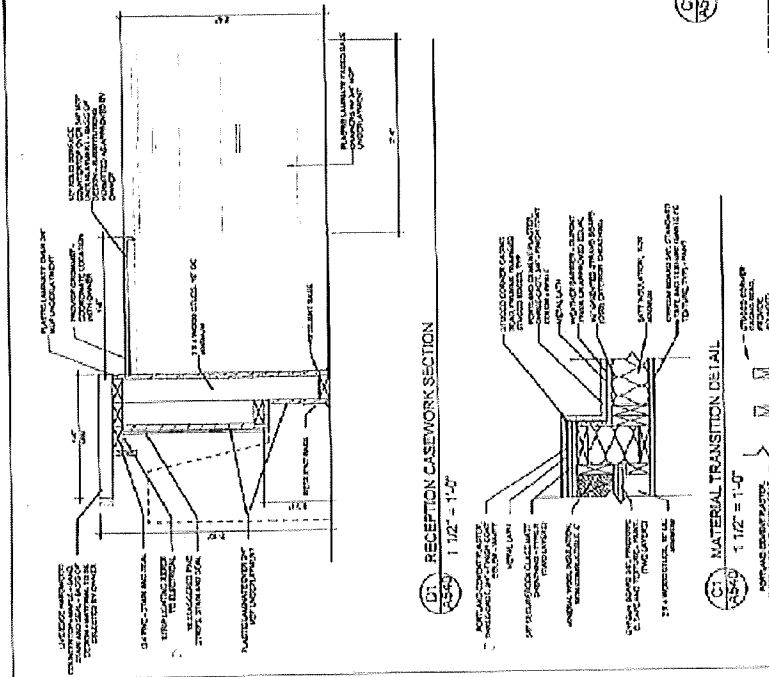
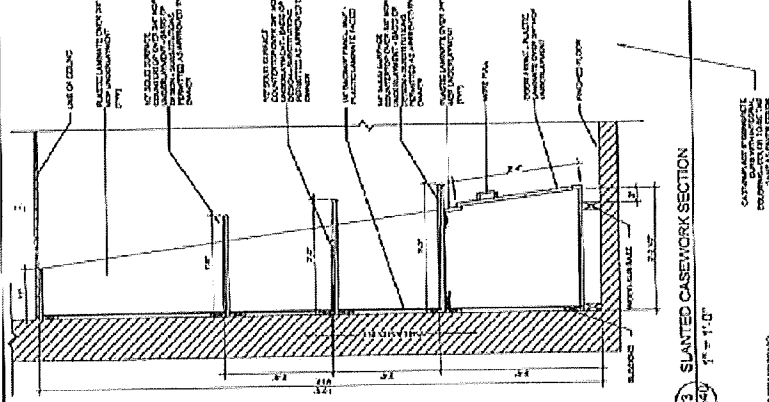
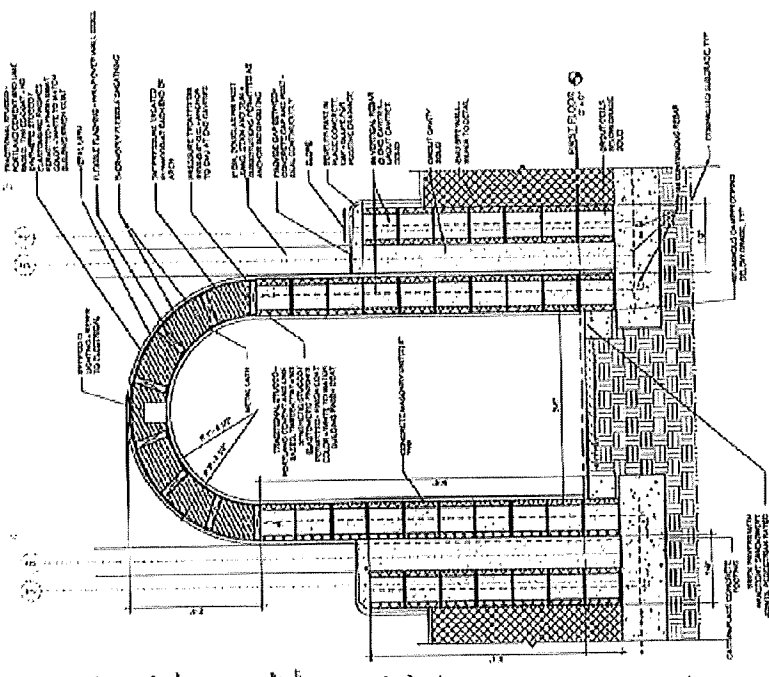
BLACK RAT TATTOO
 1951 GALE DE CORREO,
 MEXICO, NM 88019

DESIGN PERMITS ARCHITECTS



PROJECT NO.
 450401
 SHEET NO.
 01/01

A540



GENERAL NOTE

- 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

TOTAL OUTDOOR LIGHTING COMPLIANCE CALCULATION

TYPE	MANUFACTURER	MODEL	QUANTITY	AREA (SQ. FT.)	ILLUMINANCE (FOOT-CANDLES)	COMPLIANCE
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OUTDOOR LUMEN CALCULATION

TYPE	MANUFACTURER	MODEL	QUANTITY	AREA (SQ. FT.)	ILLUMINANCE (FOOT-CANDLES)	COMPLIANCE
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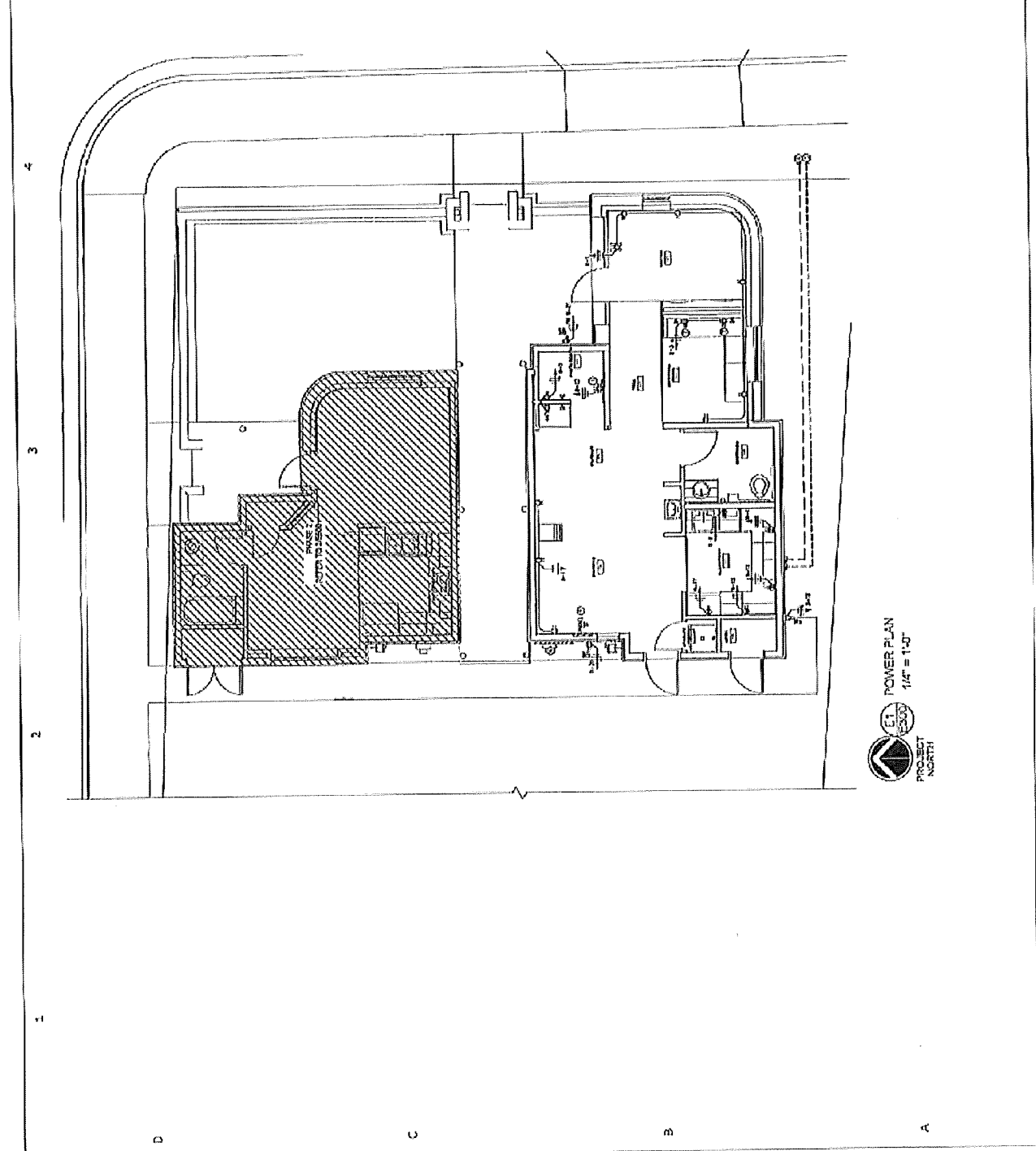
INDOOR LIGHTING COMPLIANCE CALCULATION

TYPE	MANUFACTURER	MODEL	QUANTITY	AREA (SQ. FT.)	ILLUMINANCE (FOOT-CANDLES)	COMPLIANCE
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PROJECT NO. 1001
 SHEET NO. E300
 POWER PLAN

POWER PLAN KEYED NOTES

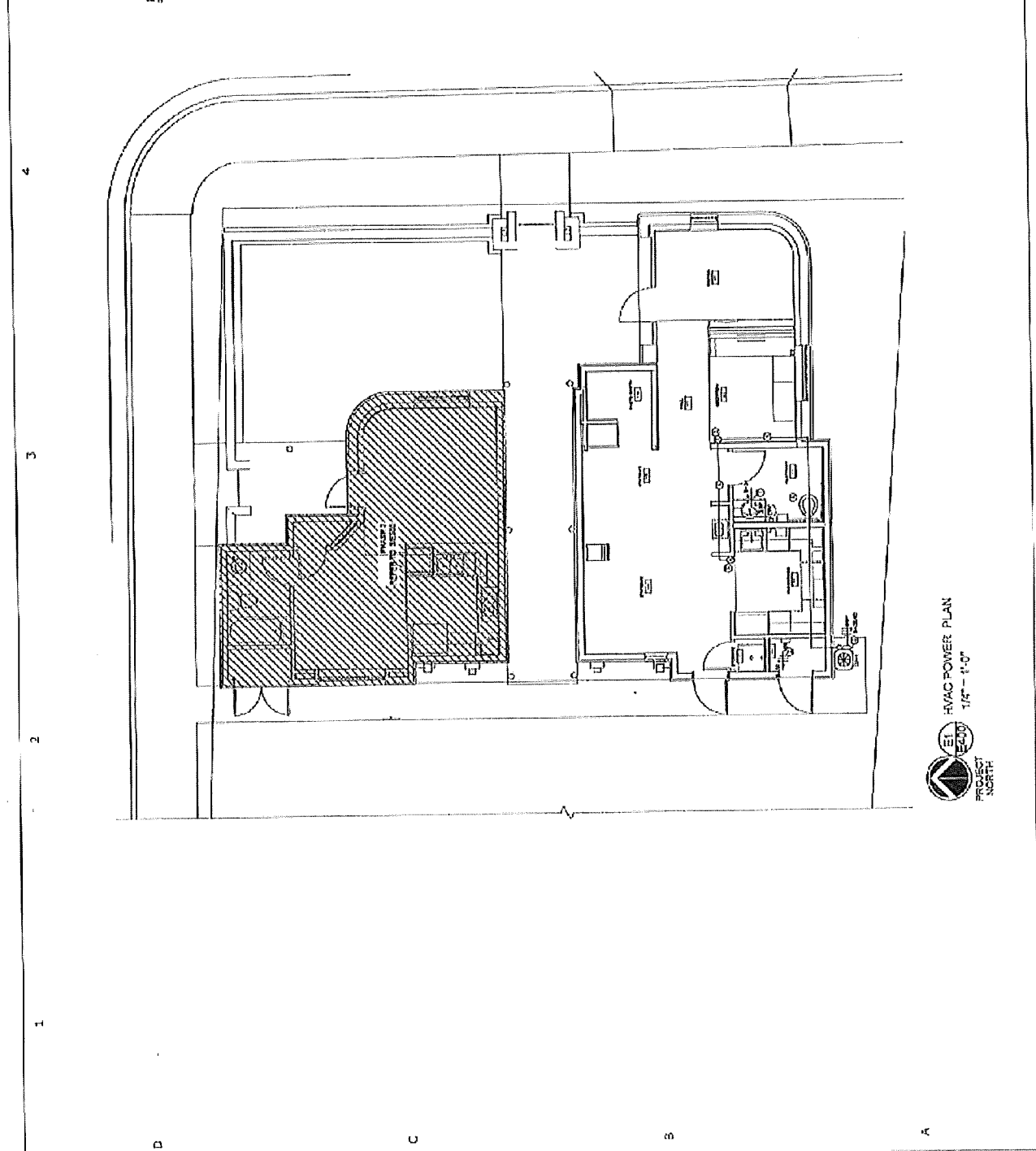
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL BUREAU OF STANDARDS (NBS) REQUIREMENTS FOR THE ELECTRICAL CODE.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL BUREAU OF STANDARDS (NBS) REQUIREMENTS FOR THE ELECTRICAL CODE.
5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL BUREAU OF STANDARDS (NBS) REQUIREMENTS FOR THE ELECTRICAL CODE.
6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL BUREAU OF STANDARDS (NBS) REQUIREMENTS FOR THE ELECTRICAL CODE.
7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL BUREAU OF STANDARDS (NBS) REQUIREMENTS FOR THE ELECTRICAL CODE.
8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL BUREAU OF STANDARDS (NBS) REQUIREMENTS FOR THE ELECTRICAL CODE.
9. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL BUREAU OF STANDARDS (NBS) REQUIREMENTS FOR THE ELECTRICAL CODE.
10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL BUREAU OF STANDARDS (NBS) REQUIREMENTS FOR THE ELECTRICAL CODE.



BLACK RAT TATTOO
 1901 Calle De Correo,
 Mosha NM 87610

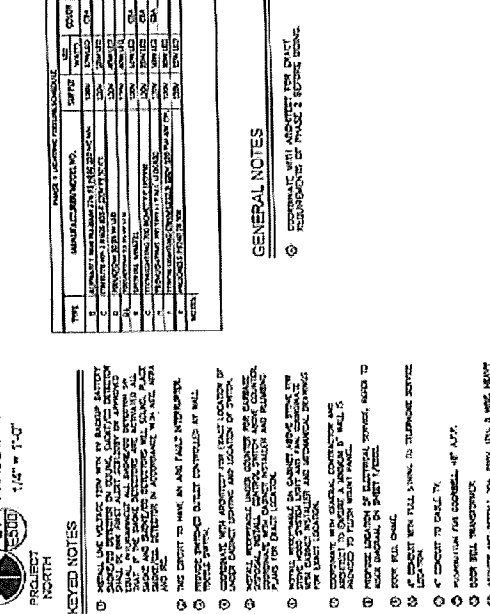
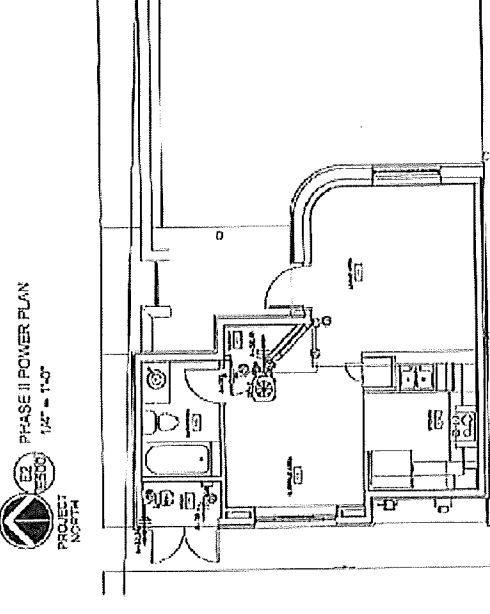
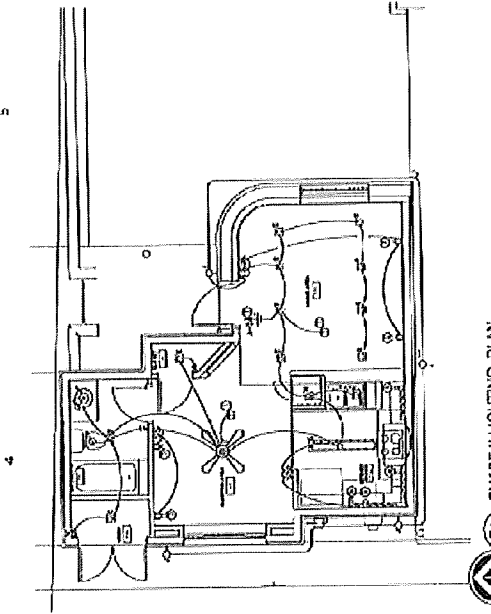
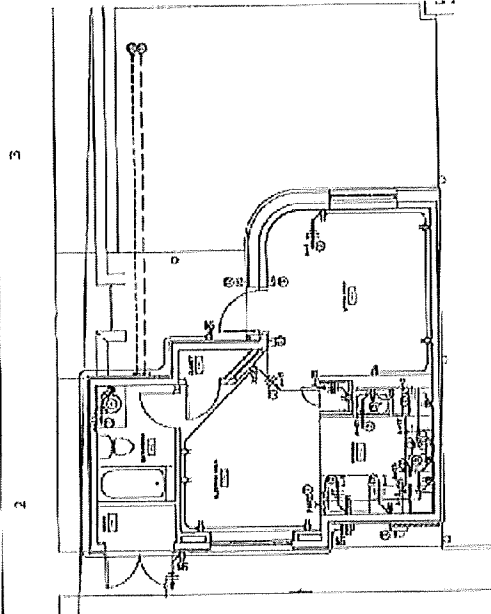
KEYED NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 NM MECHANICAL CODE.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 NM ELECTRICAL CODE.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 NM PLUMBING AND MECHANICAL CODE.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 NM MECHANICAL CODE.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 NM ELECTRICAL CODE.
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 NM PLUMBING AND MECHANICAL CODE.
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 NM MECHANICAL CODE.
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 NM ELECTRICAL CODE.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 NM PLUMBING AND MECHANICAL CODE.
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 NM MECHANICAL CODE.
11. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 NM ELECTRICAL CODE.
12. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 NM PLUMBING AND MECHANICAL CODE.
13. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 NM MECHANICAL CODE.
14. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 NM ELECTRICAL CODE.
15. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 NM PLUMBING AND MECHANICAL CODE.
16. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 NM MECHANICAL CODE.
17. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 NM ELECTRICAL CODE.
18. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 NM PLUMBING AND MECHANICAL CODE.
19. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 NM MECHANICAL CODE.
20. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 NM ELECTRICAL CODE.



GENERAL ELECTRICAL NOTES FOR APARTMENT ONLY

1. PROVIDE ALL ELECTRICAL WORK IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
2. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
3. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
4. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
5. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
6. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
7. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
8. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
9. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
10. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
11. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
12. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
13. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
14. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
15. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
16. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
17. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
18. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
19. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
20. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).



PHASE II LIGHTING PLAN

TYPE	MANUFACTURER/NO.	DIFFER.	NO.	CONTR.	MARKING
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2	2	2	2	2	2
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44	44	44	44	44	44
45	45	45	45	45	45
46	46	46	46	46	46
47	47	47	47	47	47
48	48	48	48	48	48
49	49	49	49	49	49
50	50	50	50	50	50

GENERAL NOTES

- 1. REFER TO ALL APPLICABLE CODES AND REGULATIONS.
- 2. REFER TO ALL APPLICABLE CODES AND REGULATIONS.
- 3. REFER TO ALL APPLICABLE CODES AND REGULATIONS.
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- 50. REFER TO ALL APPLICABLE CODES AND REGULATIONS.



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GENERAL NOTES

- 1. REFER TO ALL DRAWINGS FOR MECHANICAL EQUIPMENT SCHEDULES FOR PHASE II WORK BEING.

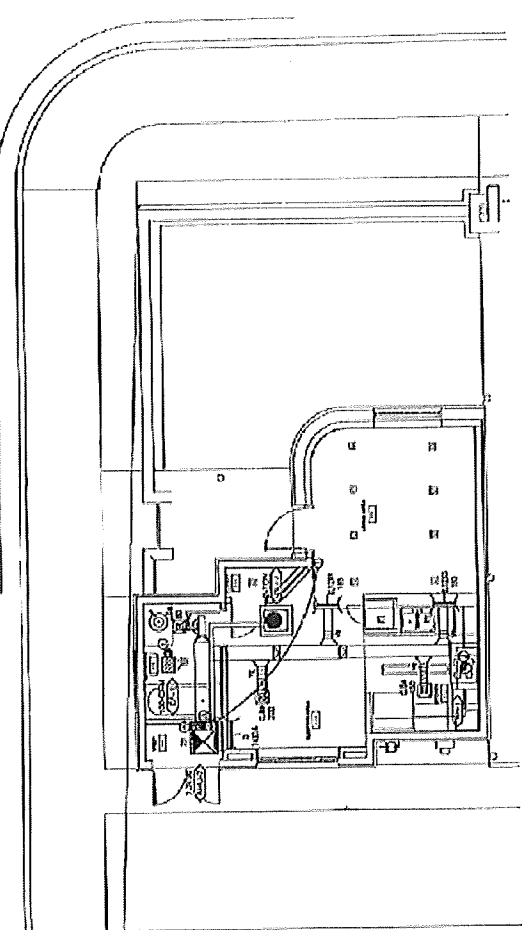
KEYED NOTES

- 1. SEE NOTES ABOUT THIS SHOP TO CONDUIT FROM EXHAUST FAN.
- 2. THIS ROOM SHALL BE PLAN TO ROOF VENT CAP FROM HOOD EXHAUST FAN.
- 3. THE EXHAUST FAN SHALL BE PLAN TO ROOF VENT CAP.
- 4. THE EXHAUST FAN SHALL BE PLAN TO ROOF VENT CAP.

BLACK RAT TATTOO
1901 Calle De Correa,
Marilla MA 02045

REV	DATE	DESCRIPTION
1	08/24/20	ISSUE FOR PERMIT

PROJECT NO. 1901
CLIENT BLACK RAT TATTOO
PHASE II MECHANICAL PLAN



PHASE II MECHANICAL PLAN
1/4" = 1'-0"

FUME HOOD SCHEDULE

NO.	DESCRIPTION	TYPE	SIZE	LOCATION
1

DIFFUSER AND GRILLE SCHEDULE

NO.	DESCRIPTION	TYPE	SIZE	LOCATION
1

EXHAUST FAN SCHEDULE

NO.	DESCRIPTION	TYPE	SIZE	LOCATION
1

OUTDOOR CONDENSER SCHEDULE

NO.	DESCRIPTION	TYPE	SIZE	LOCATION
1

GAS DORMER & VENT SCHEDULE

NO.	DESCRIPTION	TYPE	SIZE	LOCATION
1

MECHANICAL EQUIPMENT SCHEDULE

NO.	DESCRIPTION	TYPE	SIZE	LOCATION
1

1. THE MECHANICAL EQUIPMENT SHALL BE PLAN TO ROOF VENT CAP.

2. THE MECHANICAL EQUIPMENT SHALL BE PLAN TO ROOF VENT CAP.

3. THE MECHANICAL EQUIPMENT SHALL BE PLAN TO ROOF VENT CAP.

4. THE MECHANICAL EQUIPMENT SHALL BE PLAN TO ROOF VENT CAP.

GENERAL PIPING SYMBOLS

SYMBOL	DESCRIPTION
	1/2" PIPE
	3/4" PIPE
	1" PIPE
	1 1/2" PIPE
	2" PIPE
	2 1/2" PIPE
	3" PIPE
	4" PIPE
	6" PIPE
	8" PIPE
	10" PIPE
	12" PIPE
	14" PIPE
	16" PIPE
	18" PIPE
	20" PIPE
	24" PIPE
	30" PIPE
	36" PIPE
	42" PIPE
	48" PIPE
	54" PIPE
	60" PIPE
	72" PIPE
	84" PIPE
	96" PIPE
	108" PIPE
	120" PIPE
	144" PIPE
	168" PIPE
	192" PIPE
	216" PIPE
	240" PIPE
	264" PIPE
	288" PIPE
	312" PIPE
	336" PIPE
	360" PIPE
	384" PIPE
	408" PIPE
	432" PIPE
	456" PIPE
	480" PIPE
	504" PIPE
	528" PIPE
	552" PIPE
	576" PIPE
	600" PIPE
	624" PIPE
	648" PIPE
	672" PIPE
	696" PIPE
	720" PIPE
	744" PIPE
	768" PIPE
	792" PIPE
	816" PIPE
	840" PIPE
	864" PIPE
	888" PIPE
	912" PIPE
	936" PIPE
	960" PIPE
	984" PIPE
	1008" PIPE
	1032" PIPE
	1056" PIPE
	1080" PIPE
	1104" PIPE
	1128" PIPE
	1152" PIPE
	1176" PIPE
	1200" PIPE
	1224" PIPE
	1248" PIPE
	1272" PIPE
	1296" PIPE
	1320" PIPE
	1344" PIPE
	1368" PIPE
	1392" PIPE
	1416" PIPE
	1440" PIPE
	1464" PIPE
	1488" PIPE
	1512" PIPE
	1536" PIPE
	1560" PIPE
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	1896" PIPE
	1920" PIPE
	1944" PIPE
	1968" PIPE
	1992" PIPE
	2016" PIPE
	2040" PIPE
	2064" PIPE
	2088" PIPE
	2112" PIPE
	2136" PIPE
	2160" PIPE
	2184" PIPE
	2208" PIPE
	2232" PIPE
	2256" PIPE
	2280" PIPE
	2304" PIPE
	2328" PIPE
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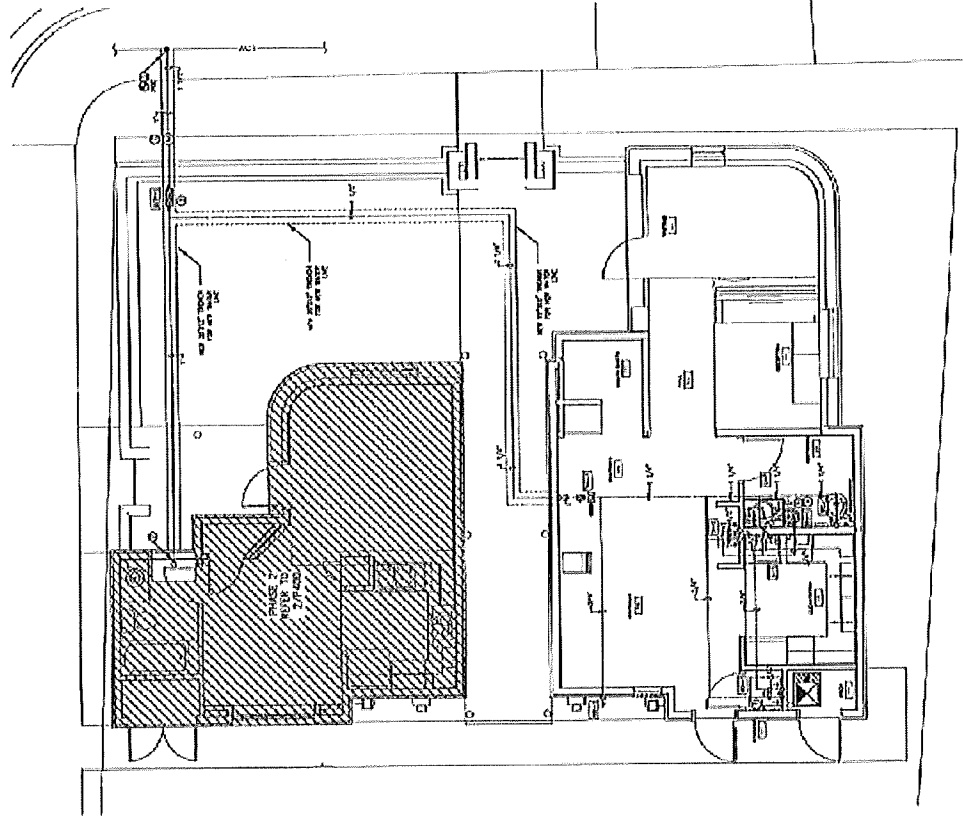
PLUMBING FIXTURE SCHEDULE

MARK	DESCRIPTION	AMOUNT (QUANTITY)	TYPICAL DIMENSIONS		REMARKS
			SIZE	TYPE	
W-1	WASH SINK	1	14" x 14"	30" H	1/2" PIPING, 1/2" VENT, 1/2" TRAP. 1/2" PIPING TO CHASE TO WATER TO 2" TRAP.
H-1	HAND WASH SINK	1	14" x 14"	30" H	1/2" PIPING, 1/2" VENT, 1/2" TRAP. 1/2" PIPING TO CHASE TO WATER TO 2" TRAP.
S-1	SHOWER	1	36" x 60"	80" H	1/2" PIPING, 1/2" VENT, 1/2" TRAP. 1/2" PIPING TO CHASE TO WATER TO 2" TRAP.
T-1	TUB	1	60" x 30"	60" H	1/2" PIPING, 1/2" VENT, 1/2" TRAP. 1/2" PIPING TO CHASE TO WATER TO 2" TRAP.
W-2	WASH SINK	1	14" x 14"	30" H	1/2" PIPING, 1/2" VENT, 1/2" TRAP. 1/2" PIPING TO CHASE TO WATER TO 2" TRAP.
H-2	HAND WASH SINK	1	14" x 14"	30" H	1/2" PIPING, 1/2" VENT, 1/2" TRAP. 1/2" PIPING TO CHASE TO WATER TO 2" TRAP.
S-2	SHOWER	1	36" x 60"	80" H	1/2" PIPING, 1/2" VENT, 1/2" TRAP. 1/2" PIPING TO CHASE TO WATER TO 2" TRAP.
T-2	TUB	1	60" x 30"	60" H	1/2" PIPING, 1/2" VENT, 1/2" TRAP. 1/2" PIPING TO CHASE TO WATER TO 2" TRAP.
W-3	WASH SINK	1	14" x 14"	30" H	1/2" PIPING, 1/2" VENT, 1/2" TRAP. 1/2" PIPING TO CHASE TO WATER TO 2" TRAP.
H-3	HAND WASH SINK	1	14" x 14"	30" H	1/2" PIPING, 1/2" VENT, 1/2" TRAP. 1/2" PIPING TO CHASE TO WATER TO 2" TRAP.
S-3	SHOWER	1	36" x 60"	80" H	1/2" PIPING, 1/2" VENT, 1/2" TRAP. 1/2" PIPING TO CHASE TO WATER TO 2" TRAP.
T-3	TUB	1	60" x 30"	60" H	1/2" PIPING, 1/2" VENT, 1/2" TRAP. 1/2" PIPING TO CHASE TO WATER TO 2" TRAP.

TOTAL SHOP WATER SUPPLY FIXTURE UNITS TABLE

MARK	DESCRIPTION	TYPE OR SERVICE CONNECTION	NUMBER OF FIXTURES	FIXTURE UNITS
W-1	WASH SINK	1/2" PIPING	1	1.0
H-1	HAND WASH SINK	1/2" PIPING	1	1.0
S-1	SHOWER	1/2" PIPING	1	1.5
T-1	TUB	1/2" PIPING	1	1.5
W-2	WASH SINK	1/2" PIPING	1	1.0
H-2	HAND WASH SINK	1/2" PIPING	1	1.0
S-2	SHOWER	1/2" PIPING	1	1.5
T-2	TUB	1/2" PIPING	1	1.5
W-3	WASH SINK	1/2" PIPING	1	1.0
H-3	HAND WASH SINK	1/2" PIPING	1	1.0
S-3	SHOWER	1/2" PIPING	1	1.5
T-3	TUB	1/2" PIPING	1	1.5
TOTAL			13	19.5

- #### KEYED NOTES
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES PLUMBING CODE.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CALIFORNIA PLUMBING CODE.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE INTERNATIONAL PLUMBING CODE.
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL PLUMBING CODE.
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE AMERICAN PLUMBING CODE.
 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE PLUMBING CODE OF THE STATE OF CALIFORNIA.
 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE PLUMBING CODE OF THE CITY OF LOS ANGELES.
 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE PLUMBING CODE OF THE COUNTY OF LOS ANGELES.
 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE PLUMBING CODE OF THE STATE OF CALIFORNIA AND THE CITY OF LOS ANGELES.
 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE PLUMBING CODE OF THE STATE OF CALIFORNIA AND THE COUNTY OF LOS ANGELES.



DOMESTIC WATER PLUMBING PLAN
1/4" = 1'-0"



BLACK RAT TATTOO
1901 Calle De Corea,
Madrillia NM 85014

DATE	DESCRIPTION
1987	ISSUED FOR PERMITS
1987	ISSUED FOR PERMITS
1987	ISSUED FOR PERMITS
1987	ISSUED FOR PERMITS

PROJECT NO. 65021
DOMESTIC WATER PLUMBING PLAN

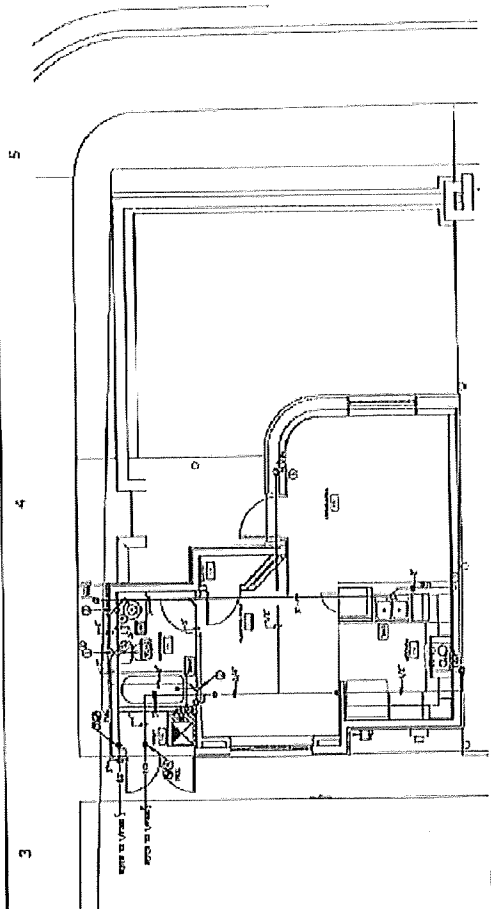
PROJECT NO. 65021
DOMESTIC WATER PLUMBING PLAN

GENERAL NOTES

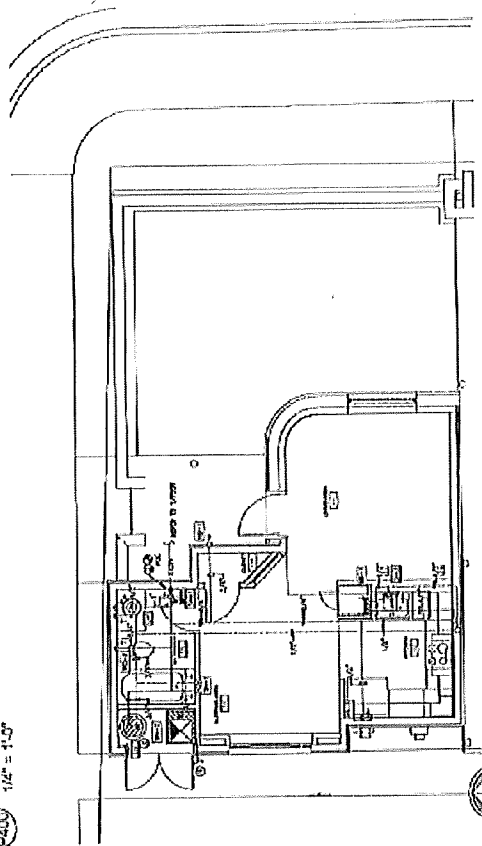
- 1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING AND PROPOSED PLUMBING AND ELECTRICAL WORK.

KEYED NOTES

- 1. 2" UP UP TO 10' FROM FLOOR.
- 2. PROVIDE FULL SIZE WALL FLANGES.
- 3. POINT OF CONNECTION - PLUMBING CONTRACTOR TO VERIFY EXISTING WORK AND LOCATIONS OF EXISTING WORK. CONTRACTOR SHALL MARK THE POINT OF CONNECTION PRIOR TO COMMENCING WORK.
- 4. POINT OF CONNECTION - PLUMBING CONTRACTOR TO VERIFY EXISTING WORK AND LOCATIONS OF EXISTING WORK. CONTRACTOR SHALL MARK THE POINT OF CONNECTION PRIOR TO COMMENCING WORK.
- 5. POINT OF CONNECTION - PLUMBING CONTRACTOR TO VERIFY EXISTING WORK AND LOCATIONS OF EXISTING WORK. CONTRACTOR SHALL MARK THE POINT OF CONNECTION PRIOR TO COMMENCING WORK.
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- 7. POINT OF CONNECTION - PLUMBING CONTRACTOR TO VERIFY EXISTING WORK AND LOCATIONS OF EXISTING WORK. CONTRACTOR SHALL MARK THE POINT OF CONNECTION PRIOR TO COMMENCING WORK.
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- 9. POINT OF CONNECTION - PLUMBING CONTRACTOR TO VERIFY EXISTING WORK AND LOCATIONS OF EXISTING WORK. CONTRACTOR SHALL MARK THE POINT OF CONNECTION PRIOR TO COMMENCING WORK.
- 10. POINT OF CONNECTION - PLUMBING CONTRACTOR TO VERIFY EXISTING WORK AND LOCATIONS OF EXISTING WORK. CONTRACTOR SHALL MARK THE POINT OF CONNECTION PRIOR TO COMMENCING WORK.



PHASE II SEWER AND VENT PLUMBING PLAN
1/4" = 1'-0"



PHASE II DOMESTIC WATER PLUMBING PLAN
1/4" = 1'-0"

PHASE II PLUMBING FIXTURE SCHEDULE

MARK	DESCRIPTION	MANUFACTURER	MANUFACTURER MODEL NO.	QUANTITY	UNIT	CALL OUT	NOTES
WC1	WALL MOUNTED TOILET	AMERICAN STANDARD	4000	2	3'-0"	3'-0"	2. WALL MOUNTED TOILET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET.
LS	LAVATORY	AMERICAN STANDARD	4000	2	3'-0"	3'-0"	2. WALL MOUNTED TOILET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET.
SH	SHOWER	AMERICAN STANDARD	4000	2	3'-0"	3'-0"	2. WALL MOUNTED TOILET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET.
SK	SINK	AMERICAN STANDARD	4000	2	3'-0"	3'-0"	2. WALL MOUNTED TOILET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET.
VE	VENT	AMERICAN STANDARD	4000	2	3'-0"	3'-0"	2. WALL MOUNTED TOILET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET.
WH1	WATER HEATER	AMERICAN STANDARD	4000	2	3'-0"	3'-0"	2. WALL MOUNTED TOILET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET.
SH1	SHOWER	AMERICAN STANDARD	4000	2	3'-0"	3'-0"	2. WALL MOUNTED TOILET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET.
SK1	SINK	AMERICAN STANDARD	4000	2	3'-0"	3'-0"	2. WALL MOUNTED TOILET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET.
VE1	VENT	AMERICAN STANDARD	4000	2	3'-0"	3'-0"	2. WALL MOUNTED TOILET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET.
WH2	WATER HEATER	AMERICAN STANDARD	4000	2	3'-0"	3'-0"	2. WALL MOUNTED TOILET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET.
SH2	SHOWER	AMERICAN STANDARD	4000	2	3'-0"	3'-0"	2. WALL MOUNTED TOILET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET.
SK2	SINK	AMERICAN STANDARD	4000	2	3'-0"	3'-0"	2. WALL MOUNTED TOILET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET.
VE2	VENT	AMERICAN STANDARD	4000	2	3'-0"	3'-0"	2. WALL MOUNTED TOILET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET. 1.8" HANGING BRACKET SHALL BE INSTALLED WITH 18" HANGING BRACKET.

BLACK RAT TATTOO
1001 Cuba Dr
Canton, MS 39003



PROJECT NO. 1001 CUBA DR
CANTON, MS 39003

BOARD ACTION FORM

AGENDA DATE

PZHAC: September 6, 2022

BOT: September 26, 2022

ITEM: BL #1015 – 1745 Avenida de Mesilla submitted by Saul D Burciaga-Molinar of Las Cruces Primary Care for a business license.

BACKGROUND AND ANALYSIS: The applicant proposes opening a Medical Practice Office in Mesilla.

This application and all supporting documents were reviewed and approved by Architectural Styles Committee and PZHAC.

It is determined that the proposed business registration application is acceptable and meets all applicable Town codes, the application should continue based on finding stated below.

MUNICIPAL TOWN CODE:

This application falls under the ordinance MTC Chapter(s) 3.05 and 5.05

SUPPORTING INFORMATION:

- Application

PZHAC ACTION:

Applicant has met all request asked by the PZHAC to move this application forward. The vote of the PZHAC was 5-0

BOT OPTIONS:

The Board of Trustees 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.



RECEIVED
8-9-22

2231 Avenida de Mesilla
P.O. Box 10
Mesilla, NM 88046

No.: 1015

Phone: (575) 524-3262 Fax: (575) 541-6327

Business Registration Application

Please fill out all the information on this form by typing or using blue or black ink. Return update form to the Community Development's Office in person, by email, fax or mail. Please contact us at (575) 524-3262 with any questions. **Note:** A separate business registration application form should be completed for each business location.

Please check one: Business Registration Application Is: New Renewal

Name of Business: Las Cruces Primary Care

Name of Applicant: Saul D. Burciaga-Molinar MD

Business Location: 1745 Avenida de Mercado, Las Cruces NM 88005

Mailing Address (Street # or P.O. Box): 3570 Cloister Ct, Las Cruces NM 88005

E-Mail Address: drb@lcprimary.net

City: Las Cruces State: NM Zip Code: 88005

Phone # of Business: (575)852-3563

Location of Business: Street 1745 Avenida de Mercado

City: Las Cruces State: NM Zip Code: 88005

PROPERTY INFORMATION

Is property: owned leased

Property Owner: Saul D. Burciaga-Molinar

Property Owner Address: 3570 Cloister Ct
Las Cruces NM
88005

Property Owner Phone #: (575) 880-5745

Additional Information

Square Footage of Business: _____

Number of Employees: 6

Number of Parking Spaces: _____

Zoning Code: _____

Continue to next page>>>>

State or Federal Licensing Information:

If your business requires one of the following Licenses/Permits, you **MUST** submit a copy with your application.

- | | |
|--|--|
| <input type="checkbox"/> NM Environment Department Food Permit | <input type="checkbox"/> NM Real Estate/Broker License |
| <input type="checkbox"/> Federal Environmental Protection Agency Permit(s) | <input type="checkbox"/> Well Drillers |
| <input type="checkbox"/> NM Contractor's License | <input type="checkbox"/> NM Veterinary Medicine |
| <input type="checkbox"/> NM Medical/Pharmaceutical License(s) | <input type="checkbox"/> Federal Firearms License |
| <input type="checkbox"/> NM Cosmetology/ Barbers License | <input type="checkbox"/> Any other License(s) |

MD2010-0225

7/1/2024

License #

Expiration Date

Type of business (Please describe product(s) and/or service(s) IF they have changed):

Family Practice Medical office.

Business Owner Is: Sole Proprietorship ___ Partnership ___ Corporation Other ___

You **MUST** submit a copy of your New Mexico BTIN with your application.

Current New Mexico BTIN #: _____

(The location code for reporting earnings received in the Town of Mesilla is 07-303.)

EMERGENCY CONTACT INFORMATION

Responsible party to be called in case of emergency. Enter name in order of contact (please print):

24 HOUR EMERGENCY PHONE #: _____

Name	Telephone #
1. _____	_____
2. _____	_____
3. _____	_____

Do you have an alarm system? Yes ___ No ___

What Type? _____

Which Company, if any, Responds to Alarms? _____

By signing this form, I attest that the information I have provided herein is true and accurate to the best of my knowledge. I certify that I am authorized to sign the same as an agent on behalf of the above stated business. I agree to pay all associated fees including: the annual business registration fee and other permit fees as required by the Town of Mesilla. I understand that I must file any changes to my business status, operations, and/or contact information with the Community Development office in a timely manner.

Dr. Saul D. Burciaga-Mollnar MD

08/08/2022

Printed Name:

Date:

Owner

Signature:

Title:

Fire Department Inspection Verification

Schedule fire and building inspections AFTER Town staff provides approved application back to you in the following order: 1) Mesilla Fire Marshall's Office (FMO) 575-523-1311. Please retain the Yellow Fire Inspection Report issued by FMO.

A legible copy of the YELLOW Fire Inspection Report issued by FMO, must be returned by the applicant to the Community Development office.

Fire Department Representative Verification: _____

Fire Inspection Date: _____

Approved: Yes _____ **No** _____



Mesilla Utilities <utilities@mesillanm.gov>

Business Registration Application

1 message

Sonya Marquez <smarquez@lcprimary.net>
To: utilities@mesillanm.gov


Mon, Aug 8, 2022 at 3:18 PM

Sonya Marquez
Las Cruces Primary Care LLC
1180 Mall Drive Ste. B
Las Cruces, NM 88011
Phone Number: (575) 652-3563
Fax Number: (575) 993-5015

3 attachments



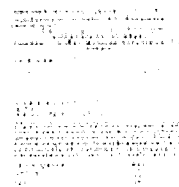
Business Registration Application_002.jpg
271K



Business Registration Application_000.jpg
510K



Business Registration Application_001.jpg
579K



BOARD ACTION FORM

AGENDA DATE

PZHAC: September 6, 2022

BOT: September 26, 2022

ITEM: BL #1017 – 1745 Avenida de Mesilla submitted by Danna Lara of Healthy Start Pediatrics for a business license.

BACKGROUND AND ANALYSIS: The applicant proposes opening a Pediatric Medical Practice Office in Mesilla.

This application and all supporting documents were reviewed and approved by Architectural Styles Committee and PZHAC.

It is determined that the proposed business registration application is acceptable and meets all applicable Town codes, the application should continue based on finding stated below.

MUNICIPAL TOWN CODE:

This application falls under the ordinance MTC Chapter(s) 3.05 and 5.05

SUPPORTING INFORMATION:

- Application
- New Mexico Business Tax Identification Number

PZHAC ACTION:

Applicant has met all request asked by the PZHAC to move this application forward. The vote of the PZHAC was 5-0

BOT OPTIONS:

The Board of Trustees 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.



RECEIVED
8-15-22

2231 Avenida de Mesilla
P.O. Box 10
Mesilla, NM 88046

No.: 1017

Phone: (575) 524-3262 Fax: (575) 541-6327

Business Registration Application

Please fill out all the information on this form by typing or using blue or black ink. Return update form to the Community Development's Office in person, by email, fax or mail. Please contact us at (575) 524-3262 with any questions. **Note:** A separate business registration application form should be completed for each business location.

Please check one: Business Registration Application Is: New Renewal

Name of Business: Healthy Start Pediatrics LLC

Name of Applicant: Danna Lara

Business Location: 1745 Avenida de Mercado Las Cruces, NM 88005

Mailing Address (Street # or P.O. Box): 1745 Avenida de Mercado
Las Cruces, NM 88005

E-Mail Address: dannalara@p@gmail.com

City: Las Cruces State: NM Zip Code: 88005

Phone # of Business: 940-594-6415

Location of Business: Street 1745 Avenida de Mercado

City: Las Cruces State: NM Zip Code: 88005

PROPERTY INFORMATION

Is property: owned leased

Property Owner: Sa Las Cruces Primary Care

Property Owner Address: 1745 Avenida de Mercado
Las Cruces, NM 88005

Property Owner Phone #: (575) 652-3563

Additional Information

Square Footage of Business: 1126⁷⁵ sqft

Number of Employees: 3

Number of Parking Spaces: 10

Zoning Code: Commercial

Continue to next page>>>>

Fire Department Inspection Verification

Schedule fire and building inspections AFTER Town staff provides approved application back to you in the following order: 1) Mesilla Fire Marshall's Office (FMO) 575-523-1311. Please retain the Yellow Fire Inspection Report issued by FMO.

A legible copy of the YELLOW Fire Inspection Report issued by FMO, must be returned by the applicant to the Community Development office.

Fire Department Representative Verification: Pending Final inspection
Fire Inspection Date: To be determined
Approved: Yes No Pending inspection



Audit & Compliance Division
Albuquerque District

Michelle Lujan Grisham
Governor

Stephanie Schardin Clarke
Cabinet Secretary

DANNA LARA
HEALTHY START PEDIATRICS LLC
1745 AVENIDA DE MERCADO
LAS CRUCES, NM 88005-4057

August 15, 2022
NM Business Tax ID:
03-596467-00-7
Letter ID: L0055316592

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 01-Sep-2022	IDENTIFICATION NUMBER 03596467007-GRT	Business Start Date 01-Sep-2022
Business Location 1745 AVENIDA DE MERCADO	Business End Date	
City and State LAS CRUCES, NM	Zip Code 88005-4057	
Taxpayer Name HEALTHY START PEDIATRICS LLC	Taxpayer Type LLC	
Firm Name HEALTHY START PEDIATRICS LLC	Filing Frequency Monthly	
Mailing Address 1745 AVENIDA DE MERCADO		
City and State LAS CRUCES, NM	Zip Code 88005-4057	

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, and Municipal Gross Receipts Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 01-Sep-2022	IDENTIFICATION NUMBER 03596467007-GRT	Business Start Date 01-Sep-2022
Business Location 1745 AVENIDA DE MERCADO	Business End Date	
City and State LAS CRUCES, NM	Zip Code 88005-4057	
Taxpayer Name HEALTHY START PEDIATRICS LLC	Taxpayer Type LLC	
Firm Name HEALTHY START PEDIATRICS LLC	Filing Frequency Monthly	
Mailing Address 1745 AVENIDA DE MERCADO		
City and State LAS CRUCES, NM	Zip Code 88005-4057	

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, and Municipal Gross Receipts Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

BOARD ACTION FORM

AGENDA DATE

PZHAC: September 6, 2022

BOT: September 26, 2022

ITEM: PZHAC Case #061440 –2242 Calle de Sur submitted by Henry Lucero to put up field fence on property, **Zoned: Historical Residential (HR).**

BACKGROUND AND ANALYSIS: Proposed work involves adding gaucho fence on property as per site plan.

This application and all supporting documents were reviewed and approved by Architectural Styles Committee and PZHAC.

It is determined that the proposed application is acceptable and meets all applicable Town codes, the application should continue based on finding stated below.

MUNICIPAL TOWN CODE:

This application falls under the ordinance MTC Chapter(s) 18.33.100, 18.35.060, 18.60.340

SUPPORTING INFORMATION:

- Application
- Site Plan & Design
- Materials to be used

PZHAC ACTION:

Applicant has met all request asked by the PZHAC to move this application forward. The vote of the PZHAC was 3-0

BOT OPTIONS:

The Board of Trustees 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.

TOWN OF MESILLA
APPLICATION FOR BUILDING PERMIT

Permit Fee \$ 58.00
 Review Fee \$ 10.00
 Total Fee \$ 68.00

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

CASE NO. 061440 ZONE: HR CODE: AC APPLICATION DATE: 8-15-22



Name of Property Owner: Henry R. Lucero Property Owner's Telephone Number: 626-483-1821

Property Owner's Mailing Address: 70 N Main St City: Arma State: AZ Zip Code: 85543

Property Owner's E-mail Address: hankj2lucero@yahoo.com

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

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

Address of Proposed Work: 2242 Calle del Sur Mesilla 88046

Description of Proposed Work: tonne Fencing Gaucho High Tensile Field Fence

THIS APPLICATION SHALL INCLUDE ALL OF THE FOLLOWING **Plan sheets are to be no larger than 11 x 17 inches or shall be submitted electronically.**

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.
7. Proof of legal access to the property.
8. Drainage plan.
9. Details of architectural style and color scheme (checklist included for Historical zones) – diagrams and elevations.
10. 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).
11. Proof of legal access to the property.
12. Other information as necessary or required by the Town Code or Community Development Department.

Estimated Cost: \$ 1,000.00 Signature of Applicant: Henry R Lucero / Julie Lino Date: 8-10-2022

Application Fee is due at time of submittal. Apart from administrative approvals, all permit requests must undergo a review process from staff, PZHAC and/or BOT before issuance of a building permit. **All Building permits expire after one year from date issued.**

FOR OFFICIAL USE ONLY

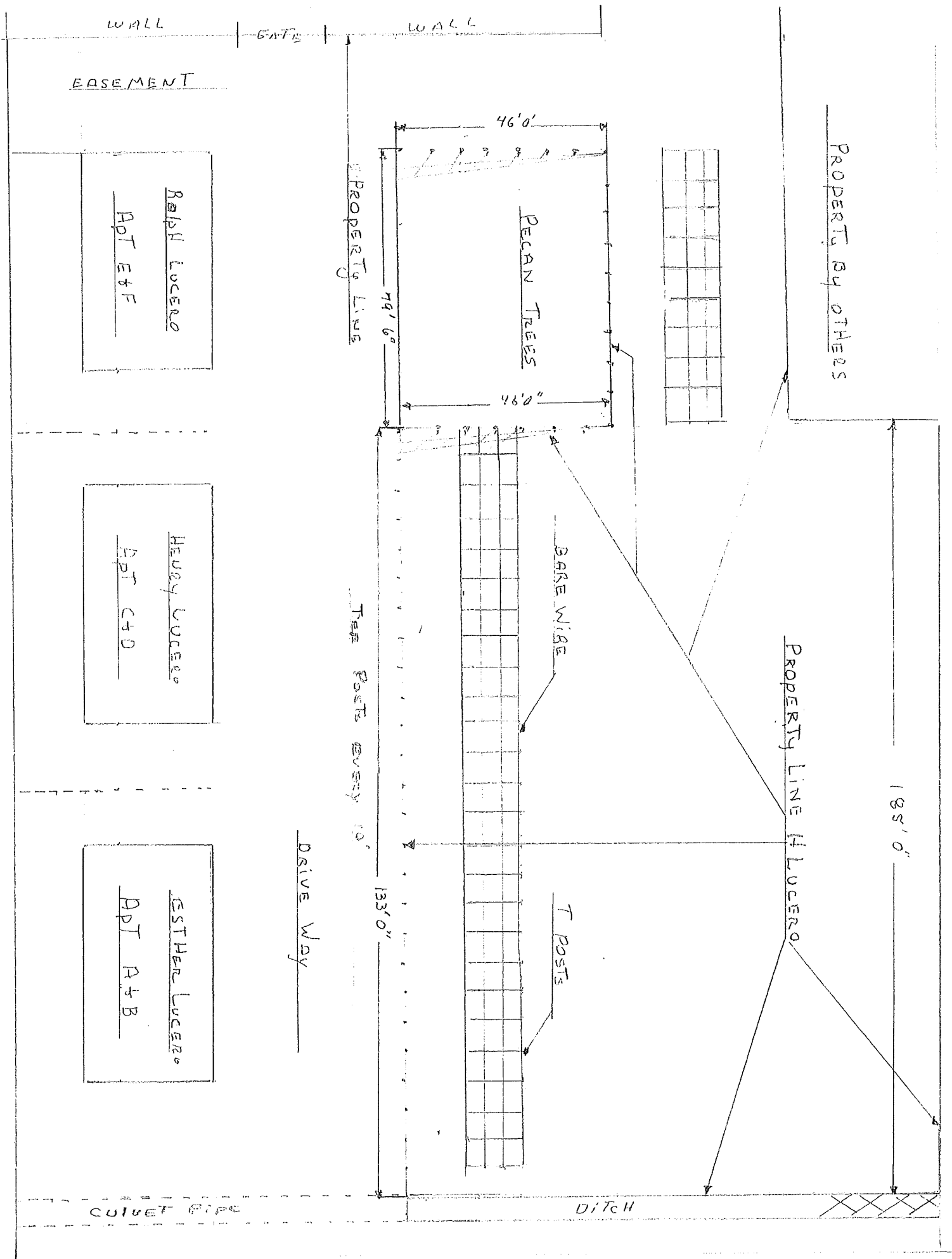
- | | |
|--|--|
| PZHAC <input type="checkbox"/> Administrative Approval
<input type="checkbox"/> Approved Date: _____
<input type="checkbox"/> Disapproved Date: _____
<input type="checkbox"/> Approved with conditions | BOT <input type="checkbox"/> Approved Date: _____
<input type="checkbox"/> Disapproved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



WALL

GATE

WALL

EASEMENT

PROPERTY BY OTHERS

RALPH LUCERO
APT E & F

RECAN TREES

PROPERTY LINE

46'0"

79'6"

46'0"

TREE POSTS EVERY 10'

BARE WIRE

PROPERTY LINE H LUCERO

HENRY LUCERO
APT C & D

185'0"

DRIVE WAY

ESTHER LUCERO
APT A & B

133'0"

T POSTS

CULVERT PIPE

DITCH

Parque de Los Leones



Calle De Santa Ana

Iron Works Unlimited
Temporarily closed

2242 Calle Del Sur,
Mesilla, NM 88046

Calle Segunda

Calle Del Sur

New Mexico State Rd 101

Mesilla Lateral



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Pro

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Delivering to 88046

Search: fence t post

Wishlist | Cart

You're shopping
Las Cruces
OPEN until 10 pm

Delivering to
88046

Home / Outdoors / Garden Center / Garden Fencing

Internet #205960892 Model #901176EB UPC Code #099713049062 Store SKU #37

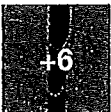
Best Seller

Everbilt

1-3/4 in. x 3-1/2 in. x 6 ft. Green Steel Fence T-Post

★★★★☆ (648) Questions & Answers (62)

Live Chat
Feedback



Hover Image to Zoom



MALTY TO BE
USED 45 T POST
APP'X 20 EA.
TOTAL COST \$315.00

BULK PRICE \$6.97 Buy 75 or more \$6.27

Las Cruces Store

✓ 849 in stock Aisle 24, Bay 006 Text to Me



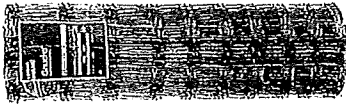
Shop My TSC Store: Thatcher AZ Order Status

What can we help you find?

Home / Farm & Ranch / Fencing & Gates / Fence Wire & Netting / Horse & Field Fencing / Bekaert Gaucho High Tensile Field Fence, 118155

Bekaert Gaucho High Tensile Field Fence, 118155

4.5 (764) SKU: 360687199 Reviews Questions & Answers Product Details Specifications



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Oversize items shipped to store may incur freight charge.
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Standard Delivery

Notice: This item will ship within 2 days.
This product may require up to 2 additional days for order processing prior to shipping.
Oversize Delivery - Additional fees may apply.

Same Day Delivery

Item is currently not available for Same Day Delivery.
Check other [delivery options](#).

[Click on image for larger fullscreen view.](#)

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- 1 +

[Contactless Curbside / Pickup and Delivery.](#)

BOARD ACTION FORM

AGENDA DATE

PZHAC: September 19, 2022

BOT: September 26, 2022

ITEM: BL #1027 – submitted by Dina Marre Ramirez of SW Mesilla Dam Trl 5 Mile for a home cleaning business license.

BACKGROUND AND ANALYSIS: The applicant proposes to do house cleaning in Mesilla.

This application and all supporting documents were reviewed and approved by Architectural Styles Committee and PZHAC.

It is determined that the proposed business registration application is acceptable and meets all applicable Town codes, the application should continue based on finding stated below.

MUNICIPAL TOWN CODE:

This application falls under the ordinance MTC Chapter(s) 3.05 and 5.05

SUPPORTING INFORMATION:

- Application
- New Mexico Business Tax Identification Number

PZHAC ACTION:

Applicant has met all request asked by the PZHAC to move this application forward. The vote of the PZHAC was 5-0

BOT OPTIONS:

The Board of Trustees 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.



2231 Avenida de Mesilla
P.O. Box 10
Mesilla, NM 88046

No.: 1027

Phone: (575) 524-3262 Fax: (575) 541-6327

Business Registration Application

Please fill out all the information on this form by typing or using blue or black ink. Return update form to the Community Development's Office in person, by email, fax or mail. Please contact us at (575) 524-3262 with any questions. **Note:** A separate business registration application form should be completed for each business location.

Please check one: Business Registration Application Is: New Renewal

Name of Business: LORENZO - DIMARI

Name of Applicant: DINA - MARRE (MARRE)

Business Location: SW MESILLA DAM + RL 5 MILE Los Cuesos NM

Mailing Address (Street # or P.O. Box): MESILLA PARK - P.O. BOX 222
88047

E-Mail Address: DINA.MARRE1@Cloud.com

City: Los Cuesos State: NM Zip Code: 88047

Phone # of Business: 575-449-5223

Location of Business: Street SW MESILLA DAM + RL - 5 MILE 4217 County Rd. LCNM 88005

City: Los Cuesos State: NM Zip Code: 88005

PROPERTY INFORMATION

Is property: owned leased

Property Owner: _____

Property Owner Address: SW MESILLA DAM + RL 5 MILE
Los Cuesos NM

Property Owner Phone #: 575-449-5223

Additional Information

Square Footage of Business: _____

Number of Employees: _____

Number of Parking Spaces: _____

Zoning Code: _____

Continue to next page>>>>

Fire Department Inspection Verification

Schedule fire and building inspections AFTER Town staff provides approved application back to you in the following order: 1) Mesilla Fire Marshall's Office (FMO) 575-523-1311. Please retain the Yellow Fire Inspection Report issued by FMO.

A legible copy of the YELLOW Fire Inspection Report issued by FMO, must be returned by the applicant to the Community Development office.

Fire Department Representative Verification: _____

Fire Inspection Date: _____

Approved: Yes _____ **No** _____



Audit & Compliance Division
Albuquerque District

Michelle Lujan Grisham
Governor

Stephanie Schardin Clarke
Cabinet Secretary

LORENZO-DIMARI
PO BOX 222
MESILLA PARK, NM 88047-0222

August 4, 2022
NM Business Tax ID:
03-595343-00-8
Letter ID: L0830824560

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 06-Aug-2022	IDENTIFICATION NUMBER 03595343008-GRT	Business Start Date 06-Aug-2022
Business Location SW MESILLA DAM TRL 5 MILE		Business End Date
City and State LAS CRUCES, NM		Zip Code 88005-0000
Taxpayer Name DINA E MARRE RAMIREZ		Taxpayer Type PROPRIETOR
Firm Name LORENZO-DIMARI		Filing Frequency Semiannual
Mailing Address PO BOX 222		
City and State MESILLA PARK, NM		Zip Code 88047-0222

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, and Municipal Gross Receipts Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By 

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 06-Aug-2022	IDENTIFICATION NUMBER 03595343008-GRT	Business Start Date 06-Aug-2022
Business Location SW MESILLA DAM TRL 5 MILE		Business End Date
City and State LAS CRUCES, NM		Zip Code 88005-0000
Taxpayer Name DINA E MARRE RAMIREZ		Taxpayer Type PROPRIETOR
Firm Name LORENZO-DIMARI		Filing Frequency Semiannual
Mailing Address PO BOX 222		
City and State MESILLA PARK, NM		Zip Code 88047-0222

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, and Municipal Gross Receipts Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By 

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

BOARD ACTION FORM

AGENDA DATE

PZHAC: September 19, 2022

BOT: September 26, 2022

ITEM: PZHAC Case #061454 –2128 Calle de los Huertos submitted by Helen Williamson Revocable Trust to relocate well water circuit, **Zoned: Historical Residential (HR).**

BACKGROUND AND ANALYSIS: Proposed work involves relocating water well circuit.

This application and all supporting documents were reviewed and approved by Architectural Styles Committee and PZHAC.

It is determined that the proposed application is acceptable and meets all applicable Town codes, the application should continue based on finding stated below.

MUNICIPAL TOWN CODE:

This application falls under the ordinance MTC Chapter(s) 18.35 and 18.35.060

SUPPORTING INFORMATION:

- Application
- Site Plan & Design
- Scope of work and price quote

PZHAC ACTION:

Applicant has met all request asked by the PZHAC to move this application forward. The vote of the PZHAC was 3-0

BOT OPTIONS:

The Board of Trustees 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.

**TOWN OF MESILLA
APPLICATION FOR BUILDING PERMIT**

Permit Fee \$ 80.00
Review Fee \$ 15.00
Total Fee \$ 95.00

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



CASE NO. 061454 ZONE: HA CODE: MF APPLICATION DATE: 9-6-22

Helen Williamson Revocable Living Trust 575-202-1057
Name of Property Owner Property Owner's Telephone Number

PO Box 613 Mesilla N Mex 88046
Property Owner's Mailing Address City State Zip Code

PO Box 613 Les.williamson@yahoo.com
Property Owner's E-mail Address

Mesilla Park Services 6000 S. Main St. Ste. A Mesilla Park, NM 88047
Contractor's Name & Address (If none, indicate Sell)

(575) 915-5365 873425000 406933
Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number

Address of Proposed Work: 2128 Calle de los Huertos

Description of Proposed Work: Re locate Water Well circuit from 2532 Calle Del Norte electric panel to a panel on 2128 Calle de los Huertos. Dig a 70' trench 20" deep, 12" wide to run conduit underground from the well house to the duplex on 2128 Calle de los Huertos.

THIS APPLICATION SHALL INCLUDE ALL OF THE FOLLOWING Plan sheets are to be no larger than 11 x 17 inches or shall be submitted electronically.

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.
7. Proof of legal access to the property.
8. Drainage plan.
9. Details of architectural style and color scheme (checklist included for Historical zones) - diagrams and elevations.
10. 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).
11. Proof of legal access to the property.
12. Other information as necessary or required by the Town Code or Community Development Department.

\$2,539 Les Williamson 9/2/22
Estimated Cost Signature of Applicant Date

Application Fee is due at time of submittal. Apart from administrative approvals, all permit requests must undergo a review process from staff, PZHAC and/or BOT before issuance of a building permit. All Building permits expire after one year from date issued.

FOR OFFICIAL USE ONLY

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

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

CID PERMIT/INSPECTION REQUIRED: YES NO SEE CONDITIONS

CONDITIONS: _____

PERMISSION ISSUED / DENIED BY: _____ ISSUE DATE: _____

Residential Optional Calculation

9/25/1997

2128 calle de Los Huertos., Les Williamson

Version 2011 L

STEP 1 Article 220.82 (B) (1),(2)

sq ft	2367	General Lighting load	7,101 VA
	2	Small Appliance	3,000 VA
	1	Laundry circuit	1,500 VA
		Gen.Lgt, Sm App.& Laun. Load	11,601 VA

Yellow Bird Services LLC

351 N 17th Street
Las Cruces NM 88005
575-523-8089

8/22/2022 16:57

380200

STEP 2 Article 220.82 (C)

A/C Condenser & Fixed Electric Space Heating

A/C #	VA	AHU	Select	VA	Qty
3 ton	2,550 VA	AHU 1	Select	VA	Qty
A/C #2	VA	AHU 2	Select	VA	Qty
A/C #3	VA	AHU 3	Select	VA	Qty
A/C #4	VA	AHU 4	Select	VA	Qty
A/C #5	VA	AHU 5	Select	VA	Qty

General lighting, Sm. Appl. & Laundry

11,601 VA

Total 0

Heating Load	VA
CU Load	VA

Electric Space Heat @ 65% <4, 40% >3, vs. A/C @ 100% VA

STEP 3 Article 220.82 (B) (3)

<input type="checkbox"/> 4,500 VA	1	Water Heater	4,500 VA
<input type="checkbox"/> 1,600 VA	1	Refrigerator	1,600 VA
<input type="checkbox"/> 600 VA	1	Freezer	600 VA
<input type="checkbox"/> 1,100 VA	1	Dishwasher	1,100 VA
<input type="checkbox"/> 828 VA	1	Disposal	828 VA
<input type="checkbox"/> 540 VA	1	R / Hood	540 VA
<input type="checkbox"/> 1,630 VA	1	Microwave	1,630 VA
<input type="checkbox"/> 4,000 VA		Microwave	VA
<input type="checkbox"/> 170 VA		Mini Refrig	VA
<input type="checkbox"/> 400 VA		Wine Clr	VA
<input type="checkbox"/> 5,000 VA		Insta Hot	VA
<input type="checkbox"/> 1,500 VA		Ironing Center	VA
<input type="checkbox"/> 1/6 hp		Jacuzzi Tub	506 VA
<input type="checkbox"/> select		Sprinkler Pump	VA
<input checked="" type="checkbox"/> 1/2 hp		Well Pump	1,127 VA
<input type="checkbox"/> select		Fountain Pump	VA
<input type="checkbox"/> select		Elevator	VA
<input type="checkbox"/>		Pool Equip. Panel	VA Apply Demand
<input type="checkbox"/>		GATES	VA No Demand
<input type="checkbox"/>		Other load	VA No Demand

Appliance Demand Load 12,431 VA

Dryer Demand Load 5,000 VA

Range Demand Load VA

Service Demand 17,613 VA

Demand Load 73 A

Neutral Demand 86 A

Min.Service Req. 100 A

Min. Feeder size 4

Min. Neutral size 3

Eq. Grding Cond. 8

Copper

Total Appliance Load 12,431 VA

STEP 4 Article 220.82 (B) (3)

Electric Clothes Dryers 5,000 VA

STEP 5 Article 220.82 (B) (3)

Electric Ranges 8,000 W Col C demand 8000

or Number of appliances 0

Check Box for Gas Range

Cooktop	Col B demand
Cooktop	Col B demand
Oven(s)	Col B demand
Oven(s)	Col B demand

Number of appliances 0 Dem. Factor

Cooktop & Oven Demand Load

imp1lds@comcast.net

Pool Panel Feeder Calculation

(See Note)

	A	B	N
Continuous Motors	0	0	0
Non-continuous	0	0	0
Spa heater 11 kVA	0	0	0
Pool heater 3.5 ton	0	0	0
Pool heater 5 ton	0	0	0
Pool Light	0	0	0
Blower	0	0	0
other load	0	0	0
other load	0	0	0
<input type="checkbox"/> Min. Copper Pool Feeder	AWG	A	A
Minimum Panel Rating	A	Phase Amperes	Neut. load

Continuous Motors

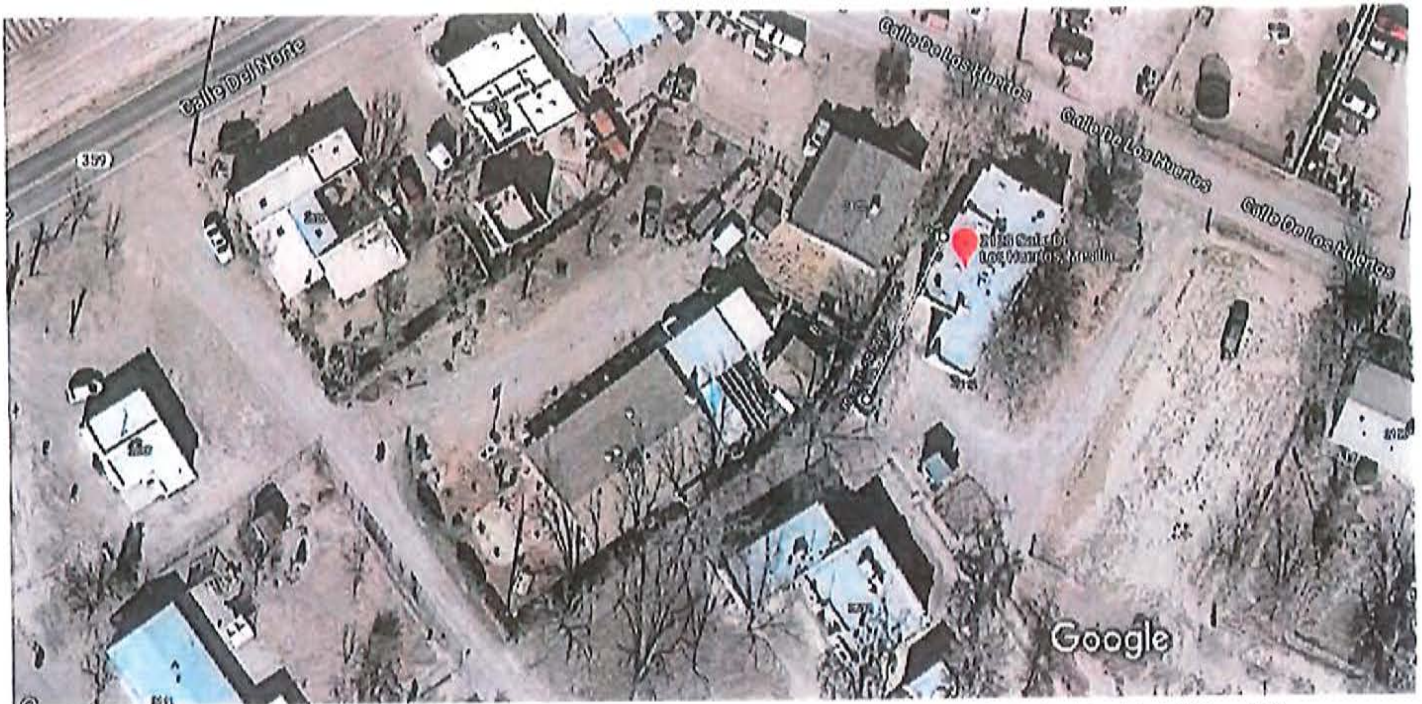
select	<input type="checkbox"/> 240v
select	<input type="checkbox"/> 240v
select	<input type="checkbox"/> 240v
select	<input type="checkbox"/> 240v
select	<input type="checkbox"/> 240v

Non-continuous Motors

select	<input type="checkbox"/> 240v
select	<input type="checkbox"/> 240v
select	<input type="checkbox"/> 240v
select	<input type="checkbox"/> 240v
select	<input type="checkbox"/> 240v

0.0 Motor Neutral Load

Max.Unbalanced Neutral Load



Imagery ©2022 Maxar Technologies, Map data ©2022 20 ft



2128 Calle De Los Huertos

Mesilla, NM 88046

Building



Directions



Save



Nearby



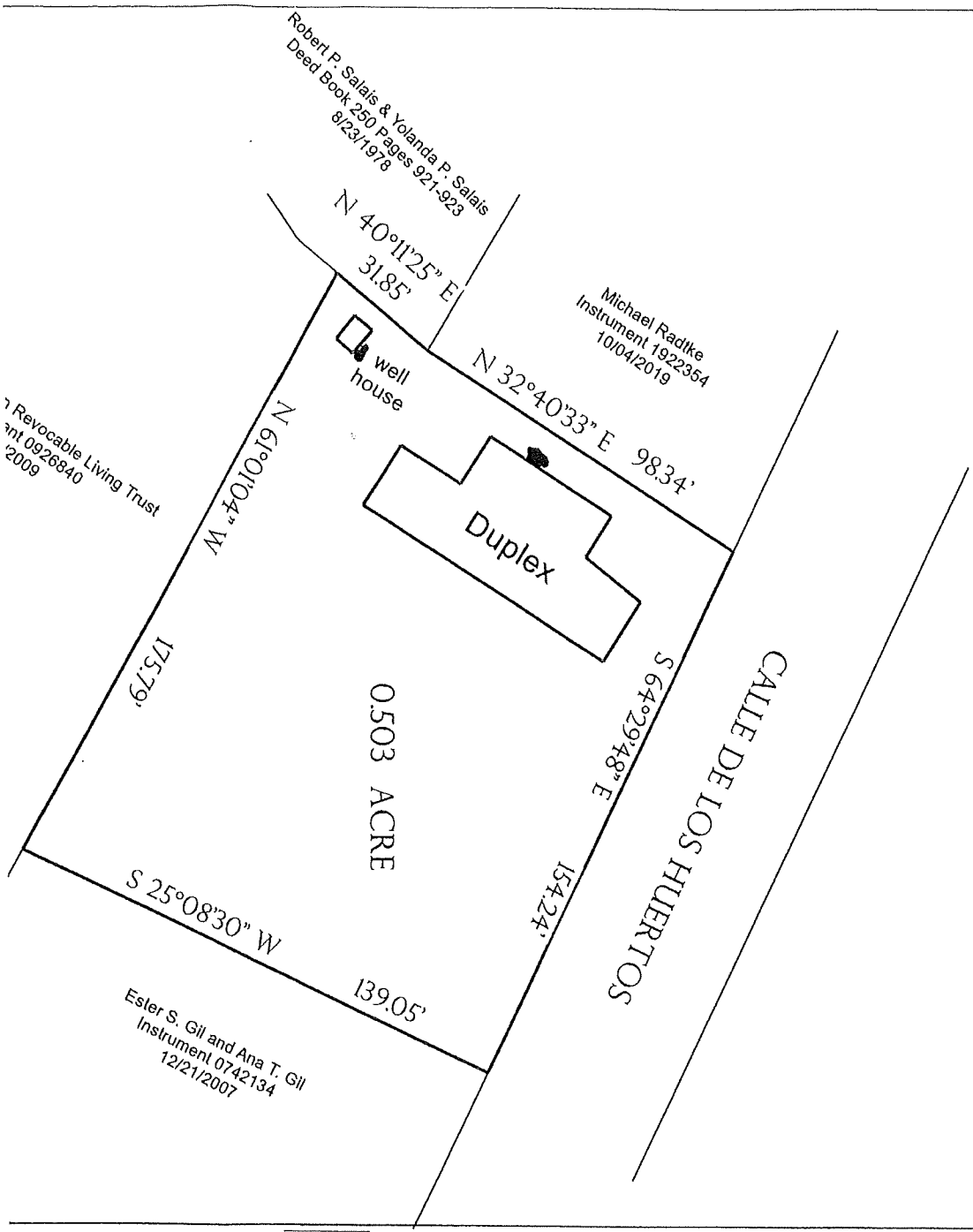
Send to
phone



Share

Photos

PLAT OF SURVEY SHOWING LOCATION OF IMPROVEMENTS ON
0.503 ACRE TRACT
IN SECTION 25, T.23S, R.1E, N.M.P.M., USRS. SURVEYS
DESIGNATED AS PART OF USRS. TRACT IIA-199
IN THE TOWN OF MESILLA,
DONA ANA COUNTY, NEW MEXICO



Robert P. Salais & Yolanda P. Salais
Deed Book 250 Pages 921-923
8/23/1978

Michael Radtke
Instrument 192354
10/04/2019

Revocable Living Trust
Instrument 0926840
2009

Esther S. Gil and Ana T. Gil
Instrument 0742134
12/21/2007

BOARD ACTION FORM

ITEM:

- Staff recommends approval of the Third Amendment to the Transportation Project Fund (FY19 LGTPF Calle del Norte Multi Use Path Phase II). Amendment to the original agreement pursuant to the FY23 TPF project shortfall funding in the amount of \$65,400.00

BACKGROUND:

- The Town of Mesilla has \$844,000.00 grant funding for the Calle del Norte Phase II project which is currently under construction. Project shortfall assistance in the amount of \$65,400.00 was requested and approved.

SUPPORTING INFORMATION:

- NMDOT - Control Number HW2LP10004

BOT OPTIONS:

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

Contract No. D18400/3
Vendor No. 0000046323
Control No. HW2LP10004

**THIRD AMENDMENT TO
TRANSPORTATION PROJECT FUND**

This **Third Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the Town of Mesilla (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. D18400 , on 11/7/2019 and,

Whereas, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Public Entity want to provide additional funding for projects experiencing shortfalls due to rising inflation; and,

Whereas, the State Transportation Commission approved the Project changes on August 18, 2022 ; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

1. Section 2a and 2b, Project Funding, is deleted and replaced by the following:

2. Project Funding.

a. The estimated total cost for the Project is Nine Hundred Nine Thousand Four Hundred Dollars and No Cents (**\$909,400.00**) to be funded in proportional share by the parties as follows:

- | | |
|--|---------------------|
| 1. FY22 TPF Funds | |
| TPF State Fund 95% | \$801,800.00 |
| Match Waiver Program 5% | \$42,200.00 |
| Calle del Norte Multi-Use Path Phase II: Design, right-of-way acquisition, full construction, drainage improvements, construction management and | |

miscellaneous improvements-Calle del Norte Multi-Use Path Phase II: Design, right-of-way acquisition, full construction, drainage improvements, construction management and miscellaneous improvements

2. The Public Entity's required proportional matching of 5% is Waived

3. **Total Project FY22 Funding** **\$844,000.00**

4. FY23 TPF Shortfall Assistance
Department Share shall be 100% **\$65,400.00**

5. **Total Project Funding** **\$909,400.00**

b. The Public Entity shall pay all Project costs, which exceed the total amount of Nine Hundred Nine Thousand Four Hundred Dollars and No Cents (**\$909,400.00**).

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Third Amendment.

The remainder of this page is intentionally left blank.

In Witness Whereof, each party is signing this Agreement on the date stated opposite that party's signature.

New Mexico Department of Transportation

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Town of Mesilla

By: _____

Date: _____

Name: _____

Title: _____

ATTEST:

By: _____
Town of Mesilla Clerk

Date: _____

BOARD ACTION FORM

ITEM:

- Staff recommends approval of the Second Amendment to the Transportation Project Fund (FY22 TPF Calle del Picacho Roadway Improvements). Amendment to the original agreement pursuant to the FY23 TPF project shortfall funding in the amount of \$234,624.07

BACKGROUND:

- The Town of Mesilla has received \$368,918.14 grant funding for the Calle de Picacho project which is currently under design. Project shortfall assistance in the amount of \$234,624.07 was requested and approved.

SUPPORTING INFORMATION:

- NMDOT - Control Number HW2LP10014

BOT OPTIONS:

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

Contract No.	<u>D19182/2</u>
Vendor No.	<u>0000046323</u>
Control No.	<u>HW2LP10014</u>

**SECOND AMENDMENT TO
TRANSPORTATION PROJECT FUND**

This **Second Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the Town of Mesilla (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. D19182 , on 10/28/2021 and,

Whereas, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Public Entity want to provide additional funding for projects experiencing shortfalls due to rising inflation; and,

Whereas, the State Transportation Commission approved the Project changes on August 18, 2022 ; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

1. Section 2a and 2b, Project Funding, is deleted and replaced by the following:

2. Project Funding.

a. The estimated total cost for the Project is Six Hundred Three Thousand Five Hundred Forty Two Dollars and Twenty Cents (**\$603,542.21**) to be funded in proportional share by the parties as follows:

1. FY22 TPF Funds	
TPF State Fund 95%	\$350,472.23
Match Waiver Program 5%	\$18,445.91

redevelopment of Calle de Picacho beginning at Calle del Norte (NM359) and extending south to Calle de Parian.-redevelopment of Calle de Picacho beginning at Calle del Norte (NM359) and extending south to Calle de Parian.

2. The Public Entity's required proportional matching of 5% is Waived

3. **Total Project FY22 Funding** **\$368,918.14**

4. FY23 TPF Shortfall Assistance
Department Share shall be 100% **\$234,624.07**

5. **Total Project Funding** **\$603,542.21**

b. The Public Entity shall pay all Project costs, which exceed the total amount of Six Hundred Three Thousand Five Hundred Forty Two Dollars and Twenty Cents (**\$603,542.21**).

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Second Amendment.

The remainder of this page is intentionally left blank.

In Witness Whereof, each party is signing this Agreement on the date stated opposite that party's signature.

New Mexico Department of Transportation

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Town of Mesilla

By: _____

Date: _____

Name: _____

Title: _____

ATTEST:

By: _____
Town of Mesilla Clerk

Date: _____

BOARD ACTION FORM

ITEM:

- Staff recommends approval of grant agreement between the Town of Mesilla and NMDOT for FY23 Transportation Project Fund \$468,656.00

BACKGROUND:

- The Town of Mesilla has received grant funding for the redevelopment of Calle de Santiago Bridge Improvements and Active Transportation Corridor. Grant funding in the amount of \$468,656.00 with a 5% match of \$23,432.80 (Match waiver approved by BOT on 9/12/2022 submitted).

SUPPORTING INFORMATION:

- NMDOT (Project or CN LP10037).

BOT OPTIONS:

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

Town of Mesilla, New Mexico

RESOLUTION NO. 2022-14

A RESOLUTION AUTHORIZING PARTICIPATION IN THE TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **Town of Mesilla** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be \$468,656.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 95% or \$445,223.20

and

b. **Town of Mesilla's** proportional matching share shall be 5% or \$23,432.80

TOTAL PROJECT COST IS \$468,656.00

The **Town of Mesilla** shall pay all costs, which exceed the total amount of \$468,656.00

NOW THEREFORE, be it resolved in open session that **Town of Mesilla** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2025 and the **Town of Mesilla** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW THEREFORE, be it resolved by the **Town of Mesilla** to enter into Cooperative Agreement for Project Control Number **LP10037** with the New Mexico Department of Transportation for TPF Program for year 2023 for Calle de Santiago Bridge Improvements and Active Transportation Corridor-Planning, engineering, survey, design, construction and construction administration for the removal and replacement of the Calle de Santiago bridge including the headwalls and abutment, removal

and replacement of concrete and brick sidewalks, construction of new sidewalks and replacement of minor pavement section including curb and gutter- within the control of the **Town of Mesilla** in New Mexico.

PASSED AND APPROVED this 26th day of September 2022.

Nora L. Barraza
Mayor

ATTEST:

Rani Bush
Town Clerk-Treasurer

Contract No. _____
Vendor No. 0000046323
Control No. HW2LP10037

**TRANSPORTATION PROJECT FUND
GRANT AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Town of Mesilla** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **Calle de Santiago Bridge Improvements and Active Transportation Corridor-Planning, engineering, survey, design, construction and construction administration for the removal and replacement of the Calle de Santiago bridge including the headwalls and abutment, removal and replacement of concrete and brick sidewalks, construction of new sidewalks and replacement of minor pavement section including curb and gutter** (Project or CN LP10037). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is Four Hundred Sixty Eight Thousand Six Hundred Fifty Six Dollars and No Cents (**\$468,656.00**) to be funded in proportional share by the parties as follows:

1. Department's share shall be 95%	\$445,223.20
Calle de Santiago Bridge Improvements and Active Transportation Corridor-Planning, engineering, survey, design, construction and construction administration for the removal and replacement of the Calle de Santiago bridge including the headwalls and abutment, removal and replacement of concrete and brick sidewalks, construction of new sidewalks and replacement of minor pavement section including curb and gutter	
2. The Public Entity's required proportional matching Share shall be 5%	\$23,432.80
For purpose stated above	
3. Total Project Cost	\$468,656.00

- b. The Public Entity is responsible for all costs that exceed Project funding.
c. All allocated funds must be spent by **June 30, 2025**.

- d. The Public Entity represents that no federal funds will be used to finance the Project.
- e. The Public Entity must repay Project funding to the Department if:
 - 1. The Project is cancelled or partially performed.
 - 2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

- a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
 - 1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
 - 2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
 - 3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.
- b. Will not:
 - 1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
 - 2. Have any involvement in the construction phase;
 - 3. Be involved in permit preparation or the review or coordination with regulatory agencies.
 - 4. Conduct periodic assurance inspections or comparison material testing.
 - 5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.
- c. May perform Project monitoring that might consist of the following:
 - 1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
 - 2. Request written Project status reports.
 - 3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.
- d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.
- e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.
- d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.

- e. Have sole responsibility and control of all project phases and resulting quality of the completed work.
- f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:
 - 1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and
 - 2. Design and construct the Project in accordance with standards established by the Department.
- g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Exhibit B.
- h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
- j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
- k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
- l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
- m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
- n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
- o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- c. Pursuant to NMSA 1978, Section 67-3-78, Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- d. The requirements of 18.27.6 NMAC are incorporated by reference.
- e. The inability to properly complete and administer the Project may result in the Public

Entity being denied future grant funding.

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of Completion or (b) **June 30, 2025**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.

If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, 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 the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity and the Legislature this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted

accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Town of Mesilla

By: _____

Date: _____

Title: _____

Attest: _____

Title: _____

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP10037

I, _____, in my capacity as _____ of _____ certify in regard to Control No. **LP10037**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of _____, with New Mexico Department of Transportation 95% share of _____ and the Public Entity share of _____ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _____ of _____, 20_____

In Witness Whereof, _____ in his/her capacity as _____ of _____ certify that the matters stated above are true to his/her knowledge and belief.

Town of Mesilla

By: _____ Date: _____
Title: _____ Date: _____

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

BOARD ACTION FORM

ITEM:

Resolution authorizing and approving Matching Funds in the amount of \$67,587.00 to be assigned to the submission of the completed Colonias application.

BACKGROUND:

Verification of matching funds is required as part of the submission of readiness to proceed items (item No. 2).

SUPPORTING INFORMATION:

Colonias Infrastructure Project No. 5786-CIF; Water Infrastructure; University Ave. waterline replacement. Submission of readiness to proceed items letter dated June 28, 2022

BOT OPTIONS:

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

Town of Mesilla, New Mexico

RESOLUTION NO. 2022-16

AUTHORIZING AND APPROVING MATCHING FUNDS FOR THE COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY FOR THE COLONIAS INFRASTRUCTURE FUND

WHEREAS, the Town of Mesilla is a qualified entity under the New Mexico Finance Authority Colonias Infrastructure Act, Sections 6-30-1 through 6-30-8, NMSA 1978 (“Act”), and the Town of Mesilla is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Town, and

WHEREAS, the New Mexico Finance Authority (“Authority”) has instituted a program for financing of projects from the Colonias Infrastructure fund created under the Act and has developed an application procedure whereby the Governing Body may submit applications for financial assistance from the Authority for public projects, and

WHEREAS, the Town of Mesilla intends to undertake design, construction and improvements of the University Waterline Replacement Project (“Project”) for the benefit of the Town of Mesilla citizens; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving Matching Funds be assigned to the completed Application to the Authority for its consideration and review is required as part of the Application;

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

Section 1. That all actions (not inconsistent with the provision herein) heretofore taken by the Governing body, and the officers and employees thereof directed toward the Matching Funds for this Application and the Project, be and the same is hereby ratified, approved and confirmed.

Section 2. That Matching Funds for the application be assigned for the submission of the application requesting funding from the Colonias Infrastructure Fund, be and the same is hereby approved and confirmed,

Section 3. That the officers and employees of the Governing Body are hereby directed and requested to assign Matching Funds to the Authority for its review and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the application and to further proceed with arrangements for financing the projects.

PASSED, APPROVED AND ADOPTED by the Board of Trustees at its regular meeting on this 26th of September 26, 2022.

Nora L. Barraza
Mayor

ATTEST:

Rani Bush
Town Clerk-Treasurer



NEW MEXICO
FINANCE AUTHORITY

June 28, 2022

Via First Class Mail and Email

Town of Mesilla
Attn: Mayor Nora L. Barraza
P.O. Box 10
Mesilla, NM 88046
mayor@mesillanm.gov

RE: Colonias Infrastructure Project No. 5786-CIF; Water Infrastructure; University Ave. waterline replacement

Dear Mayor Barraza:

The Board of Directors of the New Mexico Finance Authority ("NMFA") met on June 23, 2022, to approve the final terms, structure and conditions of Colonias Infrastructure Funding in the amount of \$675,034 to the Town of Mesilla ("Town") for its Water Infrastructure Project. This action is a result of the Colonias Infrastructure Board recommendations approved on May 24, 2022.

The approved funding structure consists of a 10% loan in the amount of \$67,503, and a 90% grant in the amount of \$607,531. The loan component is a 20-year term at interest rate of 0%. The loan and grant are to be used by the Town for the construction and replacement of existing asbestos concrete waterline in University Avenue.

To secure the funding agreement for the award, the Town must submit the following Readiness to Proceed items **no later than October 31, 2022** by email only to Colonias@nmfa.net.

SUBMISSION OF READINESS TO PROCEED ITEMS

This funding is conditional and the Town must submit the following Readiness to Proceed ("RTP") items, as applicable, before the loan/grant agreement can be scheduled to close:

1. A monthly draw-down schedule of project expenditures, including Month and Year;
2. Verification of match in the amount of \$67,587;
3. Approval of plans/specification by NMED-Construction Programs Bureau;
4. Verification that right-of-way and permits are secured;
5. Updated Open Meetings Act resolution;
6. All contingencies must be satisfied **no later than October 31, 2022**; and
7. Any additional information requested by the NMFA Board or Colonias Infrastructure Board.

Compliance with the RTP process is required to secure the funding for this project. To prevent any delays in securing the funding, please begin preparing the RTP information upon receipt of this notice. When all of the RTP criteria have been submitted, outside counsel for NMFA will draft the funding agreement and will contact the Town directly for closing arrangements.

As part of the technical oversight of Colonias Infrastructure Funds, all project documentation (design and construction plans, contracts, bids, etc.), must be reviewed and approved by the New Mexico Environment Department, Construction Programs Bureau. Please contact Steven Deal, Project Manager, (505) 670-2926, steven.deal@state.nm.us, to confirm technical requirements for this project.

Please contact me at Colonias@nmfa.net or (505) 992-9648 if you have any questions regarding the RTP information.

Sincerely,



Angela Quintana
Senior Program Administrator

cc: Rob McGillivray, Town of Mesilla, rodm@mesillanm.gov
Rani Bush, Town of Mesilla, ranib@mesillanm.gov
Steven Deal, NMED-CPB, steven.deal@state.nm.us
Andrea Telmo, NMED-CPB, andrea.telmo@state.nm.us