



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, NOVEMBER 28, 2022 – 6:00 PM

AGENDA

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL & DETERMINATION OF A QUORUM
3. CHANGES TO THE AGENDA & APPROVAL
4. PUBLIC INPUT – The public is invited to address the Board as allowed by the chair.
5. APPROVAL OF CONSENT AGENDA: (The Board will be asked to approve by one motion the following items of recurring or routine business. The Consent Agenda is marked with an asterisk *)
 - a) *BOT MINUTES - Minutes of Joint Work Session and Regular Meeting, November 14, 2022
6. EXECUTIVE SESSION
 - a) Discussion concerning attorney/client privilege matters pertaining to threatened or pending litigation in which the public body is or may become a participant pursuant to NMSA 1978, Section 10-15-1(H)(7)
7. STAFF REPORTS
 - a) Molzen Corbin Design Services and Capitol Appropriations project agreements – Rod McGillivray
8. NEW BUSINESS
 - a) **PZHAC Case #061469** – 2691 Calle de Principal submitted by Joseph Foster to rebuild/replace rotting windows and door, build parapets to mask uneven roof line and roof equipment, construction of pergola and a front entrance gate in existing wall (Phase 1). **ZONED: Historical Residential (HR)**
 - b) **PZHAC Case #061473** – 2630 Calle Segunda submitted by Jane/Paul Germani to install storage shed. **Zoned Historical Residential (HR)**
 - c) **PZHAC Case #061478**– 2600 Avenida de Mesilla submitted by Palacio Bar to install a sidewalk on north side of the building. **Zoned: Historical Commercial (HC)**
 - d) **PZHAC Case #061483** – 2060 Calle de Parian submitted by Jerry Noe for Bader Jouda of Tropical Dispensary LLC for a projecting 3 sq. ft. sign permit. **Zoned: Historical Commercial (HC)**
 - e) **PZHAC Case #061486 w/conditions** – 2687 Calle de Parian submitted by William McIlvaine to install a privacy fence along property boundary. **Zoned Historical Residential (HR)**
 - f) **PZHAC Case #061487 w/conditions** – 2685 Calle de Parian submitted by William McIlvaine to install a privacy fence along property boundary. **Zoned Historical Residential (HR)**

- g) **PZHAC Case #061489** - 2380 Calle Principal/2210 Calle de Parian (Thunderbird) to replace 4 rolled windows and 2 rotted doors on the backside of the building. Windows will match existing windows and doors will match existing metal doors. **Zoned: Historical Commercial (HC)**
- h) **For Approval:** Molzen Corbin Agreement - Design Services for Calle de Picacho Utility Improvements Engineering (\$26,250)
- i) **For Approval:** Capital Appropriations Project Agreement G2846 - \$300,000 to plan, design, construct, renovate and equip the Public Safety Building
- j) **For Approval:** Capital Appropriations Project Agreement G2845 - \$40,000 for Administration Department vehicles

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 11.22.2022 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.



**BOARD OF TRUSTEES AND THE PLANNING, ZONING, AND HISTORICAL
APPROPRIATENESS COMMISSION**

JOINT WORK SESSION

MONDAY, NOVEMBER 14, 2022 – 4:30 PM

MINUTES

TRUSTEES: Nora Barraza, Mayor
Stephanie Johnson-Burick, Mayor Pro Tem
Biviana Cadena, Trustee
Veronica Garcia, Trustee
Adrianna Merrick, Trustee

PZHAC: Yolanda Lucero, Chairperson
Danny Jones, Commissioner
Jerry Nevarez, Commissioner
Davie Salas, Commissioner (Absent)
Eric Walkinshaw, Commissioner

STAFF: Rani Bush, Town Clerk/Treasurer
Rod McGillivray, Public Works Director
Gloria Maya, Recorder

PUBLIC:

1. Discussion on PZHAC Rules of Procedure and Mesilla Town Code (MTC) Chapter 18 Zoning –

Board of Trustees & Planning, Zoning and Historical Appropriateness Commission

Mayor Barraza stated the PZHAC had requested a joint worksession to discuss the roles of the commission.

Commissioner Walkinshaw stated his concern on why cases approved by the PZHAC were tabled by the Board of Trustees. The reason given was the request for more information. He is not sure how much information is included in the minutes. He approves a case if it meets the ordinance or code.

Mayor Barraza stated we do not have the technology to do verbatim. The Community Development Coordinator is responsible for recording the minutes. The NMML has always said to keep the minutes brief. Roll call votes are recorded into the minutes. She understands that their vote is based on them doing their homework. The cases were tabled due to the trustees needing more information. She does not know why all the cases were tabled. She asked that the coordinator prepare a more detail Board Action Form.

1 Commissioner Nevarez stated he approaches the cases using the training received at the NMML. Packets
2 should be complete when presented to the PZHAC. He understood the rationale why cases were tabled due to
3 lack of information. You cannot make decisions you cannot defend. Concerned with liability issues.

4
5 Chairperson Lucero stated we take our cases seriously. When the board tabled all the cases, we felt that our
6 work was not valued. Things are done with good faith. The Architectural Style Committee looks carefully
7 through all the paperwork submitted. If they do not trust our work, then the Board of Trustees should take that
8 on. We are here to work as a team.

9
10 Commissioner Jones stated he agrees with the commissioners. He was frustrated with the regulations
11 regarding Cannabis and the distances.

12
13 Mayor Barraza stated we listen to PZHAC and how we can do better. There is a need to incorporate the state
14 regulations into our ordinances.

15
16 Chairperson Lucero stated we were made to feel incompetent, and our work is not valued.

17
18 Mayor Barraza stated the board appreciates hearing from the commissioners. In the past, the board was given
19 a detailed Board Action Form.

20
21 Chairperson Lucero stated commissioners are called by name and announce their reason and vote; she does not
22 know what is done on the administrative side.

23
24 Commissioner Nevarez stated we could improve on efficiency. Recommended making a fillable online form.
25 Packets should be complete before moving forward which often causes the case to be delayed. Recommended
26 a checklist which would make it easier for the applicant.

27
28 Mayor Barraza agreed that staff needs to ensure that packets are complete before being presented to the
29 commission. When there is not a quorum, applicants are asking if there can be a proxy or an alternate so that
30 the cases move forward. She has not heard of that happening. It is important that commissioners become
31 familiar with the ordinances so decisions can be based on that. Mr. Maese has provided direction and answers.

32
33 Chairperson Lucero stated we do not discuss anything among ourselves, we make our own decisions.

34
35 Mr. Maese stated there are some changes needed to be done to the ordinances, i.e., change in verbiage. The
36 Cannabis ordinances change daily. He looks at Mesilla cases as an outside person, not as a commissioner.
37 There are applications brought to the Architectural Style Committee which are incomplete. There is a need to
38 review the packets before they are pushed through. Also, some cases should be reviewed for Administrative
39 Approvals to move them forward. The concern with electronic submission is that it could cause delays in
40 processing the application. Staff should have the opportunity to review the packet with the applicant when
41 they turn it in to point out what is missing and ask questions. The Architectural Style Committee was designed
42 to streamline the application process.

43
44 Mayor Barraza stated Mr. Maese's participation and knowledge is appreciated.

45
46 Trustee Merrick stated PZHAC, the Architectural Style Committee and the Town Clerk are important to the
47 process. It was not that we did not trust the PZHAC when the cases were tabled but we were trying to figure
48 out the process and get clarification. They are concerned when cases are brought to the Board of Trustees with
49 no documentation regarding conditions placed by the PZHAC. She apologized to the applicants for holding
50 them up. We are trying to fix things while we are making decision which causes confusion all around. We
51 need to pay attention to the issue of a liability. A lot of work went into the Cannabis ordinance, and it will
52 continue to be revisited as we move forward. Regarding technology, Zoom is now part of the process. Agrees
53 there should be a checklist to help things move forward. She looks at continuing our history while still taking
54 care of business.

1
2 Commissioner Walkinshaw asked what the process is to discuss ordinance changes.
3
4 Mayor Barraza responded the process is in the book.
5
6 Trustee Merrick stated there are three PZHAC seats that need to be reappointed.
7
8 Mayor Pro Tem Johnson-Burick read correspondence.
9
10 Chairperson Lucero stated she understood the tabling of the case with a 3-2 vote, but the other cases were a 5-0
11 vote.
12
13 Mayor Pro Tem Johnson-Burick stated some of the approved cases had conditions but were not on the Board
14 Action Form.
15
16 Chairperson Lucero stated it is not the fault of the applicant if information is left out by staff.
17
18 Mayor Pro Tem Johnson-Burick responded that could be a liability.
19
20 Chairperson Lucero stated then maybe PZHAC should not place conditions.
21
22 Mayor Barraza stated those conditions should be on the Board Action Form.
23
24 Commissioner Walkinshaw stated sometimes we receive a window change application and we do not even
25 know what the window change is going to be.
26
27 Mayor Barraza explained the process and Mr. Maese's roll when an application has been approved.
28
29 Mr. Maese stated CID looks for conditions on the approved application from Mesilla. Problems arise when
30 those conditions are not listed. Board Action Forms need to be included in the paperwork submitted to CID.
31
32 Trustee Garcia stated she did not receive Commissioner Walkinshaw's email. The Architectural Style
33 Committee discusses conditions so when cases come forth from PZHAC she looks for those conditions. The
34 board appreciates everything the PZHAC does. Cannabis is a learning process.
35
36 Chairperson Lucero stated it was not right to have tabled all the cases because you say that what you do for one
37 you do for all.
38
39 Trustee Garcia stated we were not given enough information.
40
41 Mayor Barraza stated when she asked the board why the cases were tabled, and she was told it was due to lack
42 of information.
43
44 Trustee Garcia stated staff fixed the problem.
45
46 Trustee Cadena stated ordinances are hard and need to be tweaked as time go on. The town needs to be kept
47 historic. Everything was on the consent agenda; approval with one vote. Cannabis cases need to be
48 researched. The town needs to present a fair, transparent process. We do not want to do things that make it
49 difficult for people to live in Mesilla. She hears residents want to be treated fairly. Applicants that meet the
50 ordinances should be approved. The problem is some are based on interpretation. The ordinances must be
51 followed. Read section regarding PZHAC duties and powers. If we fill there needs to be change then it should
52 be done. She would appreciate specific information being on the Board Action Form. Residents expect us to
53 do right by them.
54

1 Chairperson Lucero stated she has been a commissioner for six years and will serve as long as she needs to.
2 She has asked around to see who wants to serve on the commission with no avail. Her question is what our
3 vision for the Town of Mesilla is. Items can be pulled from the consent agenda to be discussed at any time.
4

5 Commission Walkinshaw stated properties are being bought for Short-Term Rentals and there is nothing in the
6 ordinance or codes regarding Short-Term Rentals.
7

8 Mayor Barraza stated Short-Term Rentals are allowed only in the Historic Residential and Historic
9 Commercial Zone.
10

11 Trustee Merrick stated they are not allowed in the RF or RA Zone.
12

13 Commissioner Walkinshaw stated a Bed and Breakfast stay is up to 14 days.
14

15 Mayor Barraza stated we will schedule another worksession. Consent Agenda items can be removed for
16 further discussion. Thanked the PZHAC for their commitment. The Architectural Style Committee reviews
17 the applications; it is up to the PZHAC to accept their recommendations. We cannot make everyone happy.
18 Residents will not attend meetings if they are content with the way things are going in Mesilla. Recommended
19 coming up with a Town of Mesilla mission statement. Let her know what they need from staff. People get
20 upset when they do not get what they want.
21

22 Chairperson Lucero stated we need to work together as we are in it for the same cause.
23

24 **Closed Worksession at 6:02 p.m.**
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BOARD OF TRUSTEES (BOT)
REGULAR MEETING
MONDAY, NOVEMBER 14, 2022 – 6:00 PM
MINUTES

TRUSTEES: Nora Barraza, Mayor
Stephanie Johnson-Burick, Mayor Pro Tem
Biviana Cadena, Trustee
Veronica Garcia, Trustee
Adrianna Merrick, Trustee

STAFF: Rani Bush, Town Clerk/Treasurer
Ben Azcarate, Lieutenant
Kevin Hoban, Fire Chief
Rod McGillivray, Public Works Director
Enrique Salas, Marshal
Gloria Maya, Recorder

PUBLIC: Eric Walkinshaw Yolanda Lucero
Trina Witter Janice Cook
Bill Cook Catherine Walkinshaw
Mary H. Ratje Guillermo Acosta
Andy Embury Cole Morris
Jackie Kiefer Elva Ostermeed
Harry Evans Vivian Fietze
D Gantz Oscar Fietze
Greg Lester Cecilia Quintana
Nancy D Renee Beltran
Andrea Began Paul Germani
Jane Germani Norm Fristoe
John Clayshulte Kathy Clayshulte
Pamela Hunt David Klahr
Carol McCall Greg Whited
Crystal Whited Jasha Zapien

1. PLEDGE OF ALLEGIANCE

Mayor Barraza led the Pledge of Allegiance.

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

2 **Roll Call.**

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

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

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

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

9 Mayor Pro Tem Johnson-Burick Yes

10 Trustee Cadena Yes

11 Trustee Garcia Yes

12 Trustee Merrick Yes

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

15 Mayor Barraza changed the time limit to 2 minutes to give everyone the opportunity to speak.

17 Mr. Lester see attached correspondence

19 Ms. Bryan see attached correspondence

21 Ms. Walkinshaw see attached correspondence

22 Mr. Germani stated the location of the proposed tower will not impact him. He feels it will make a
23 mockery of the historic district and therefore opposes the tower.

24 Ms. Ratje stated she has an issue with the time limit being changed to 2 minutes. Also, in the past they
25 have been allowed to yield their time to others.

27 Mayor Barraza stated it was clarified with the attorney that she does not need to allow the yielding of
28 time.

30 Ms. Ratje stated that was a bad idea and strongly objects to the tower.

32 Mr. Cook read correspondence; asked that they reconsider the location.

34 Trustee Garcia stated the approved agenda stated a 3-minute timeframe.

36 Mayor Barraza thanked Trustee Garcia for her comments.

38 Ms. Wittern read correspondence; town needs to follow its ordinance. She asks that the board listen to its
39 residents.

40 Ms. McCall asked if Verizon has conducted an Environmental Review. She can provide references for
41 articles to address resident's concerns. She asked if there are criteria that allows the town to be exempt.

43 Ms. Beltran stated she moved to Mesilla as a safe refuge for her family. People use the park next to the
44 Public Safety Building on a regular basis. This tower will change the ambience of the town and the use of
45 the park.

47 Mr. Acosta stated however the tower is disguised it will be noticed as well as the constant hum and
48 sometimes a strobe light. We need to keep Mesilla's charm intact and not allow cell towers.

1
2 Ms. Cook stated she opposes the tower. She respects Mayor Barraza and all she has done for Mesilla.
3 During Mayor Barraza’s campaign she said she would work to preserve the history of Mesilla. She wants
4 her to do what she promised.

5
6 Mr. Embury stated he took an oath to protect the lives and property in Mesilla. As a firefighter they use
7 their cell phones for everything when it comes to saving a life. Equipment used during an emergency
8 need cell service.

9
10 Mr. Fristoe stated the tower would destroy the ambience of Mesilla. He gets good reception, and he lives
11 across the street.

12
13 Mr. Clayshulte state he would not like a tower next to him.

14
15 Ms. Goodman stated she does not want to see the cell tower for all the reason being expressed.
16 Encouraged the board to find another location that would be more suitable.
17

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

21 **Motion: To approve consent agenda, Moved by Mayor Pro Tem Johnson-Burick, Seconded by Trustee**
22 **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 **a) *BOT MINUTES - Minutes of Regular Meeting, October 24, 2022 *Approved by consent***
31 ***agenda***
32
33

34 **6. PUBLIC HEARING**

35 Mr. McGillivray stated this is to replace the utilities on Calle de Picacho and the need for an ordinance
36 required by New Mexico Environmental Department.

37 **Motion: To close Regular Meeting and enter Public Hearing, Moved by Mayor Pro Tem Johnson-**
38 **Burick, Seconded by Trustee Garcia.**

39
40 **a) Ordinance 2022-01:** \$411,633 Loan Agreement with the New Mexico Environment
41 Department for the Calle de Picacho Utility Replacement Project (RIP 00040)
42

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

44 Mayor Pro Tem Johnson-Burick Yes

45 Trustee Cadena Yes

46 Trustee Garcia Yes

47 Trustee Merrick Yes
48

49 Entered Public Hearing at 6:33 p.m.
50

51 No Public Input

1
2 **Motion: To close Public Hearing and enter Regular Meeting, Moved by Mayor Pro Tem Johnson-**
3 **Burick, Seconded by Trustee Merrick.**

4
5 **Roll Call Vote:** Motion passed (**summary:** Yes =4).
6 Mayor Pro Tem Johnson-Burick Yes
7 Trustee Cadena Yes
8 Trustee Garcia Yes
9 Trustee Merrick Yes

10
11 Entered Regular Meeting at 6:34 p.m.
12

13 **7. EXECUTIVE SESSION**

14 **Motion: To close Regular Meeting and enter Executive Session for discussion:**

- 15
16 a) Discussion concerning purchase, acquisition, or disposal of real property or water rights
17 pursuant to NMSA 1978, Section 10-15-1(H)(8)
18 b) Discussion concerning attorney/client privilege matters pertaining to threatened or pending
19 litigation in which the public body is or may become a participant pursuant to NMSA 1978,
20 Section 10-15-1(H)(7)
21 c) Discussion concerning Admin./Finance Department Job Descriptions pursuant to NMSA
22 1978 Chapter 10-15-1(H)(2)

23
24 **Moved by Mayor Pro Tem Johnson-Burick, Seconded by Trustee Garcia.**

25
26 **Roll Call Vote:** Motion passed (**summary:** Yes =4).
27 Mayor Pro Tem Johnson-Burick Yes
28 Trustee Cadena Yes
29 Trustee Garcia Yes
30 Trustee Merrick Yes

31
32 Entered Executive Session at 6:35 p.m.
33

34 **Motion: To enter Regular Meeting after limited discussion during Executive Session; no action taken:**

- 35
36 d) Discussion concerning purchase, acquisition, or disposal of real property or water rights
37 pursuant to NMSA 1978, Section 10-15-1(H)(8)
38 e) Discussion concerning attorney/client privilege matters pertaining to threatened or pending
39 litigation in which the public body is or may become a participant pursuant to NMSA 1978,
40 Section 10-15-1(H)(7)
41 f) Discussion concerning Admin./Finance Department Job Descriptions pursuant to NMSA
42 1978 Chapter 10-15-1(H)(2)

43
44 **Moved by Mayor Pro Tem Johnson-Burick, Seconded by Trustee Garcia.**

45
46 **Roll Call Vote:** Motion passed (**summary:** Yes =4).
47 Mayor Pro Tem Johnson-Burick Yes
48 Trustee Cadena Yes
49 Trustee Garcia Yes
50 Trustee Merrick Yes

1
2 Entered Regular Meeting at 8:17 p.m.
3

4 **8. STAFF REPORTS**

- 5 a) Loan Agreement with the New Mexico Environment Department for the Calle de Picacho
6 Utility Replacement Project - Rod McGillivray

7 Ms. Bush read summary of Ordinance 2022-01.
8

9 Mayor Barraza asked for clarification regarding Ms. Bush stated the loan was \$511,633 but the item reads
10 \$411,633.
11

12 Ms. Bush responded the town was give a grant of \$100,000 to help pay the loan making the payback
13 amount \$411,633.
14

15 **9. NEW BUSINESS**

- 16 a) **For Approval: Ordinance 2022-01:** \$411,633 Loan Agreement with the New Mexico
17 Environment Department for the Calle de Picacho Utility Replacement Project (RIP 00040)

18 **Motion: To approve Ordinance 2022-01: \$411,633 Loan Agreement with the New Mexico Environment**
19 **Department for the Calle de Picacho Utility Replacement Project (RIP 00040), Moved by Mayor Pro**
20 **Tem Johnson-Burick, Seconded by Trustee Garcia.**
21

22 Trustee Garcia asked if we received Capital Outlay funds.
23

24 Mr. McGillivray responded we received Capital Outlay funds for Calle de Picacho Drainage Improvement
25 Project only, funding for the road replacement is from the Project Transportation Fund.
26

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

28 Mayor Pro Tem Johnson-Burick Yes

29 Trustee Cadena Yes

30 Trustee Garcia Yes

31 Trustee Merrick Yes
32
33

- 34 b) **For Approval:** Resolution 2022-17 RIP 00040 Signatory

35 Ms. Bush stated this is to decide who will be the signatory on the loan which will be Mayor Barraza as
36 the mayor and her as the Clerk/Treasurer official and signatory authority.
37

38 **Motion: To approve Resolution 2022-17 RIP 00040 Signatory, Moved by Trustee Garcia, Seconded by**
39 **Trustee Merrick.**
40

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

42 Mayor Pro Tem Johnson-Burick Yes

43 Trustee Cadena Yes

44 Trustee Garcia Yes

45 Trustee Merrick Yes
46

- 47 c) **For Approval:** Admin./Finance Department Job Descriptions

48 **Motion: To approve Admin./Finance Department Job Descriptions, Moved by Trustee Garcia, Seconded**
49 **by Trustee Merrick.**
50

1 Trustee Garcia asked for which positions are these job descriptions. Thanked Ms. Bush and Trustee Merrick
2 for their hard work in putting these together.

3
4 Mayor Barraza responded the job descriptions are for the positions of Town Clerk, Deputy Town Clerk, File
5 Clerk, and Utility Clerk/Receptionist.

6
7 **Roll Call Vote:** Motion passed (**summary:** Yes =4).

8 Mayor Pro Tem Johnson-Burick Yes

9 Trustee Cadena Yes

10 Trustee Garcia Yes

11 Trustee Merrick Yes

12
13 **10. BOARD OF TRUSTEE COMMITTEE REPORTS**

14 Trustee Merrick: attended MPO meeting

15
16 Mayor Pro Tem Johnson-Burick: attended MPO meeting

17
18 Trustee Garcia: did not attend the Workforce Solutions meeting

19
20 Mayor Barraza: attended MPO meeting, attended Public Hearing on Verizon tower, attended Veteran's Day
21 Ceremony

22
23 **11. BOARD OF TRUSTEE/STAFF COMMENTS**

24 *(Written staff reports included in packet)*

25
26 Lieutenant Azcarate stated Officer Diaz has been promoted to Sergeant.

27
28 Mr. Evans stated we had a good turnout at Fire Chief Hoban's retirement reception.

29
30 Trustee Garcia stated donations for the Thanksgiving Baskets need to be brought to the town hall by
31 Wednesday. She would like numbers on staff increases at the next meeting since they were not provided at
32 this meeting as requested. She told the residents that the board hears the residents concerns regarding the cell
33 tower.

34
35 Trustee Cadena stated she appreciates the residents' views and opinions.

36
37 Trustee Merrick stated the Veteran's Day Ceremony was very nice, thanked Andele's for providing lunch to
38 the veterans. We are taking all the public input into consideration. Ms. Bush is doing a great job. She would
39 also like to see the pay increase numbers at the next meeting.

40
41 Mayor Pro Tem Johnson-Burick stated she received positive comments regarding the Halloween Carnival.
42 The Veteran's Day Ceremony is special to her. Thanked the residents for providing input.

43
44 Mayor Barraza stated there was a mandatory staff meeting with Dr. Zamora last Thursday. The Thanksgiving
45 Baskets will be distributed on Wednesday, Hillrise Elementary students will be touring Mesilla on Thursday.
46 There have been several positive comments regarding the Halloween Carnival. Ms. Bush did have the pay
47 increase numbers. She understood that the numbers would be provided and not an action item on the agenda.
48 Other budget items will be discussed in closed session. Offices will be closed on Thursday, November 24th
49 and Friday, November 25th. The next Board of Trustees meeting will November 28th. Thanked all the
50 residents for providing their comments and participation.

1 Board of Trustees wished everyone a Happy Thanksgiving.
2
3

4 **12. ADJOURNMENT**

5 **The Town of Mesilla Trustees unanimously agreed to adjourn the meeting. (Summary: Yes-4).**
6

7 **MEETING ADJOURNED AT 8:34 P.M.**
8

9 **APPROVED THIS 28TH TH DAY OF NOVEMBER, 2022.**
10
11
12
13

14 _____
15 **Nora L. Barraza**
16 **Mayor**

17 **ATTEST:**
18
19
20

21 _____
22 **Rani Bush**
23 **Town Clerk/Treasurer**
24
25

My name is Greg Lester, I live at 2657 Calle de Parian right across the street from Town Hall park. The proposed Verizon cell tower is located approximately 70 feet from the N.W. corner of our property. The middle of Calle de Parian next to the proposed cell tower is well within the "fall zone" of said tower.

We purchased our home 5 1/2 years ago delighted to find ourselves in a proud historical community dedicated to the aesthetic values of the town. We have added landscaping, including ever so trees, renovated, restituted always securing the necessary permits from the town of Merida to be approved to fit in with our surrounding neighbors & their properties.

Had we known the town of Merida was going to propose putting a 60' tower designed to look like a monopine (whatever that is) in front of our house we would ~~not~~^{never} have considered the location.

Today, the US Dept of Housing (HUD) considers cell towers as QUOTE "HAZARDOUS AND NUISANCES."

The national institute for science, LAND & PUBLIC POLICY WROTE A REPORT CALLED "NEIGHBORHOOD CELL TOWERS AND AUTEMIAS - DO THEY IMPACT A PROPERTY'S DESIRABILITY" IN IT THE CONCLUSION IS THAT HOME BUYERS AND REALTORS ARE MUCH LESS INTERESTED IN PROPERTIES NEAR A CELL TOWER.

94 PERCENT OF HOME BUYERS AND REALTORS SAID A NEARBY CELL TOWER WOULD NEGATIVELY IMPACT INTEREST IN A PROPERTY OR THE PRICE THEY WOULD BE WILLING TO PAY FOR IT. Document of price drops over 20% is found in multiple surveys and published articles.

These Verizon cell towers are required to have back up diesel generators installed as back up power systems in case of power outages. They are also ~~maintained~~ tested weekly (running 1 hour each test). The property is accessible 24/7 7 days a week 365 days a year. The cell phone towers require plenty of maintenance workers generally work before or after the normal time of the day.

we call upon the Mesilla Board of Trustees and
the mayor of Mesilla, to reconsider the proposed location
of the Verizon cell tower at the Town Hall Park.

I ask you to close your eyes and imagine this tower
across from your home. Please don't let that happen to any of us.

-Thank you

Hello my name is Andrea Bryan and I live at 2557 Calle de Parian across from the proposed location of the Verizon cell tower.

For those of you who do not know, this proposed 60 foot structure will be in a park. The Town Hall Park, with picnic tables and playground equipment. Families from other areas, often come to the park, especially at Easter to picnic and enjoy a day with their children and relatives. Imagine pulling up to a park you and your family have enjoyed in the past and find a 60ft cell tower adjacent to playground equipment. Would you stay? I think not.

Why? Because the science is still be studied regarding electromagnetic radiation even though companies say it is currently not harmful.... which brings me to the following.

Wireless companies are self insured. Why is that?

I will share some information from the Environmental Health Trust dated Feb 26, 2022 where Verizon warns shareholders of risk of lawsuits due to health effects.

Quote:

These warnings are contained in annual reports by other companies as well; AT&T, Vodaphone and Crowm Castle.

Why do they warn their shareholders of the risk of cell phone and cell tower radiation but do not warn people living in homes near cell towers or those residents in 'potential' cell tower location?

In the same article insurance companies rank 5G and electromagnetic radiation as a 'high risk" comparing the issue to lead and asbestos.

This is why insurance companies will not insure them.

Please leave our Town Hall Park a place where families can gather safely.

Thank you

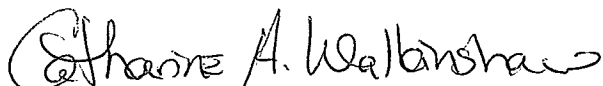
COMMENTS TO THE MESILLA BOARD OF TRUSTEES AT 11/14/22 MEETING

Approving this 5G Cell Tower sets a dangerous precedent for the Mesilla Historic District. It will be 60 feet tall, poorly disguised as an evergreen tree, with potential for cautionary lighting, a generator that will hum when running, an 8-foot perimeter wall surrounding 25 square feet around the tower, possible metal fencing and/or barbed wire. And it is proposed to be sited right inside a public park and within very close proximity to several residences.

If this is pushed through by the Mayor and the Board of Trustees, it won't be the last tower. Verizon and other cell companies will want more. The health impacts are not yet fully understood since this technology is so new. But we have heard this before from companies and the government, not to worry that there are no concerns with the radiation emitted. My grandfather lived in southern Utah and was told that about the nuclear testing in Nevada. He died of Leukemia as did several of his neighbors. In addition, as I understand it, Verizon's insurance provider refuses to cover any health impacts from their cell towers. That alone says a lot. If there is a tower placed in that public park, I would not feel safe bringing any children or any person to that park regardless if Verizon puts in new playground equipment.

Studies show that property values decrease anywhere from 7 to 20% when cell towers are placed in a residential area. I strongly feel that the health and safety of our community is not worth the money Verizon has pledged to pay the Town of Mesilla if it is sited on public lands. Surely there are other, safer locations for this tower outside the Historic District and away from densely populated areas.

Respectfully submitted,



Catharine Walkinshaw
2134 Calle de Principal
Mesilla, NM 88046
575 932 8313
catharinewalkinshaw@gmail.com

BOARD ACTION FORM

AGENDA DATE

PZHAC: November 21, 2022

BOT: November 28, 2022

ITEM: PZHAC Case #061469 – 2691 Calle de Principal submitted by Joseph Foster to rebuild/replace rotting windows and door, build parapets to mask uneven roof line and roof equipment, construction of pergola and a front entrance gate in existing wall (Phase 1). **ZONED: Historical Residential (HR)**

BACKGROUND AND ANALYSIS:

The applicants are proposing to repair/replace rotting windows and doors, build parapets to mask uneven roof line and to mask roof equipment, construct a pergola and front entrance gate in existing wall. This application and all supporting documents were reviewed and approved by Architectural Styles Committee. 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 18.40

SUPPORTING INFORMATION:

- Application
- Dwelling pictures
- Survey
- Site Plan and sample work

PZHAC ACTION:

PZHAC approved this case 3-0. No conditions.

BOT OPTIONS:

The BOT may:

1. Approve this case with findings stated above.
2. Approve this case with findings stated above and conditions.
3. Deny the application.

TOWN OF MESILLA
APPLICATION FOR BUILDING PERMIT

Permit Fee \$ 150.00
 Review Fee \$ 25.00
 Total Fee \$ 175.00

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

CASE NO. 061469 **ZONE:** HR **CODE:** AC **APPLICATION DATE:** 9-19-22

Joseph W. Foster

850-502-9237

Name of Property Owner

Property Owner's Telephone Number

2691 Calle Principal, #626, Mesilla, NM 88046

Property Owner's Mailing Address

City

State

Zip Code

foster.joseph.w@gmail.com

Property Owner's E-mail Address

Self

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

Contractor's Telephone Number

Contractor's Tax ID Number

Contractor's License Number

Address of Proposed Work: **2691 Calle de Principal, Mesilla, NM 88046**

Description of Proposed Work:

Rebuild/replace rotting windows and doors, build parapets to mask uneven roof line and to mask roof equipment, construction of pergola and a front entrance gate in existing wall. -PHASE 1

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.

\$10,000

Estimated Cost

Signature of Applicant

12 September 2022

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

Approved Date: _____

Disapproved Date: _____

Approved with conditions

BOT

Approved Date: _____

Disapproved Date: _____

Approved with Conditions

PZHAC APPROVAL REQUIRED: YES NO

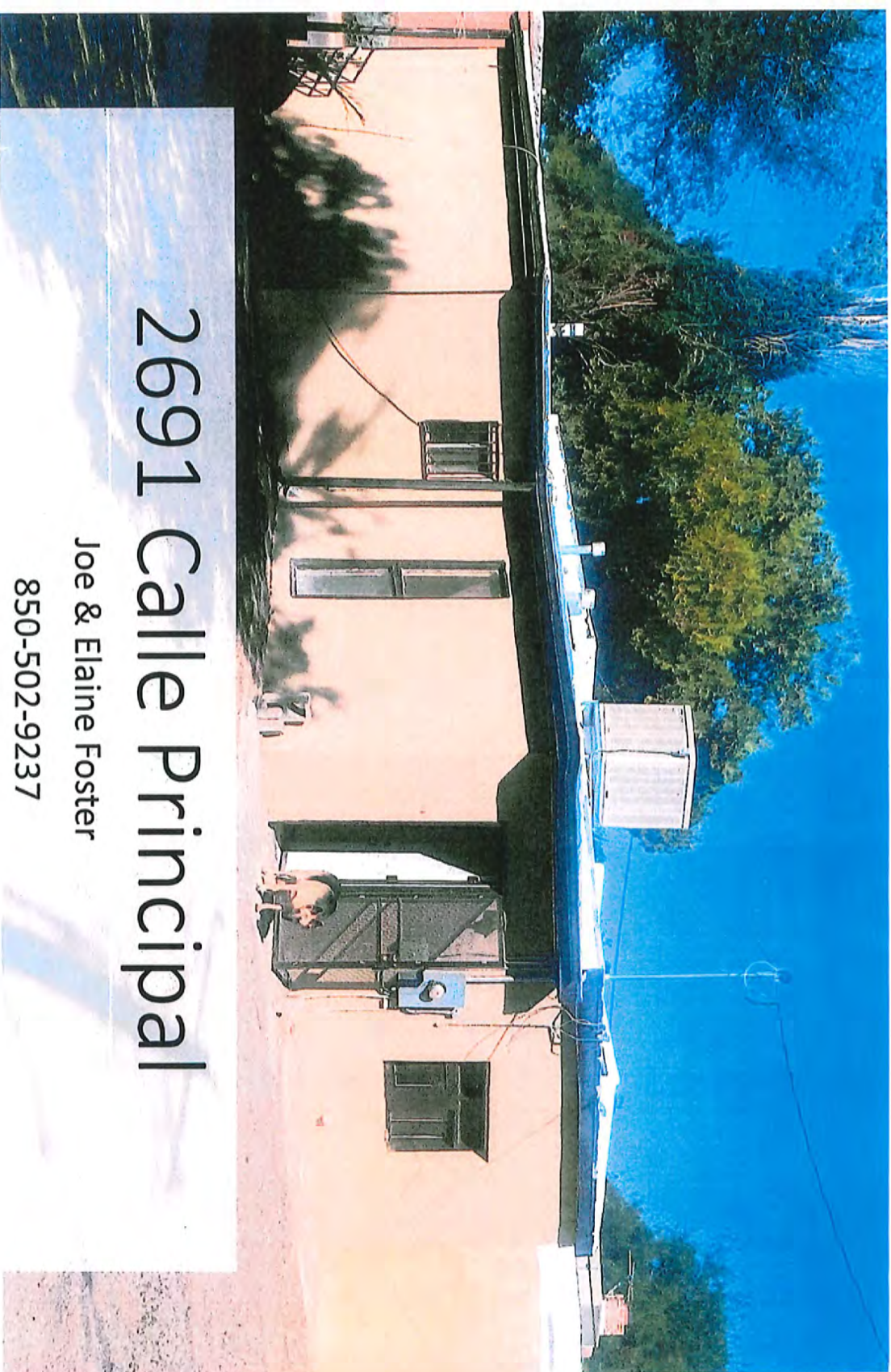
BOT APPROVAL REQUIRED: YES NO

CID PERMIT/INSPECTION REQUIRED: YES NO SEE CONDITIONS

CONDITIONS: _____

PERMISSION ISSUED / DENIED BY: _____

ISSUE DATE: _____



2691 Calle Principal

Joe & Elaine Foster

850-502-9237

Projects To Be Completed

- Add 4' wide arched front gate w/ antique wooden doors
- Replace rotting window at rear of house with French doors and build 12'd x 14'w pergola for shade
- Replace rotted/sagging painted window at front of house with similar window
- Add parapets to mask uneven roof line and roof equipment to improve "Old Mesilla" aesthetic
 - Maximum height of roof with parapets will be less than 13 feet.
 - Parapets will be constructed of 2x6 frame with OSB sheathing and stucco to match existing structure.
- All new stucco will be colored to match existing structure
- Install new pavers

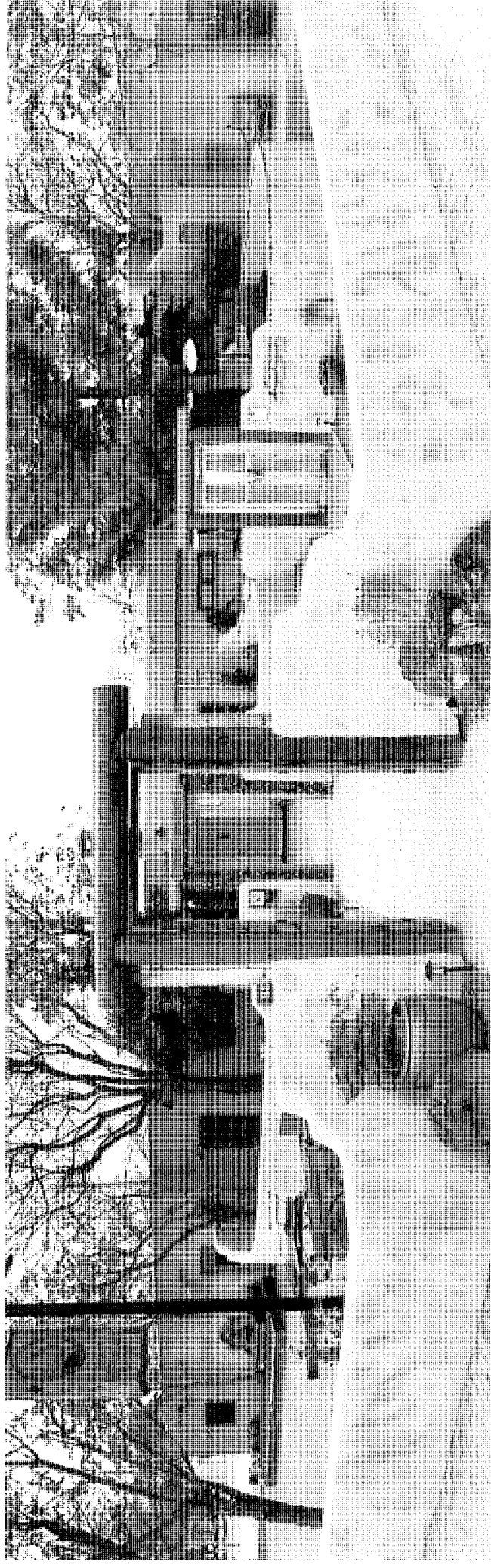
Experience

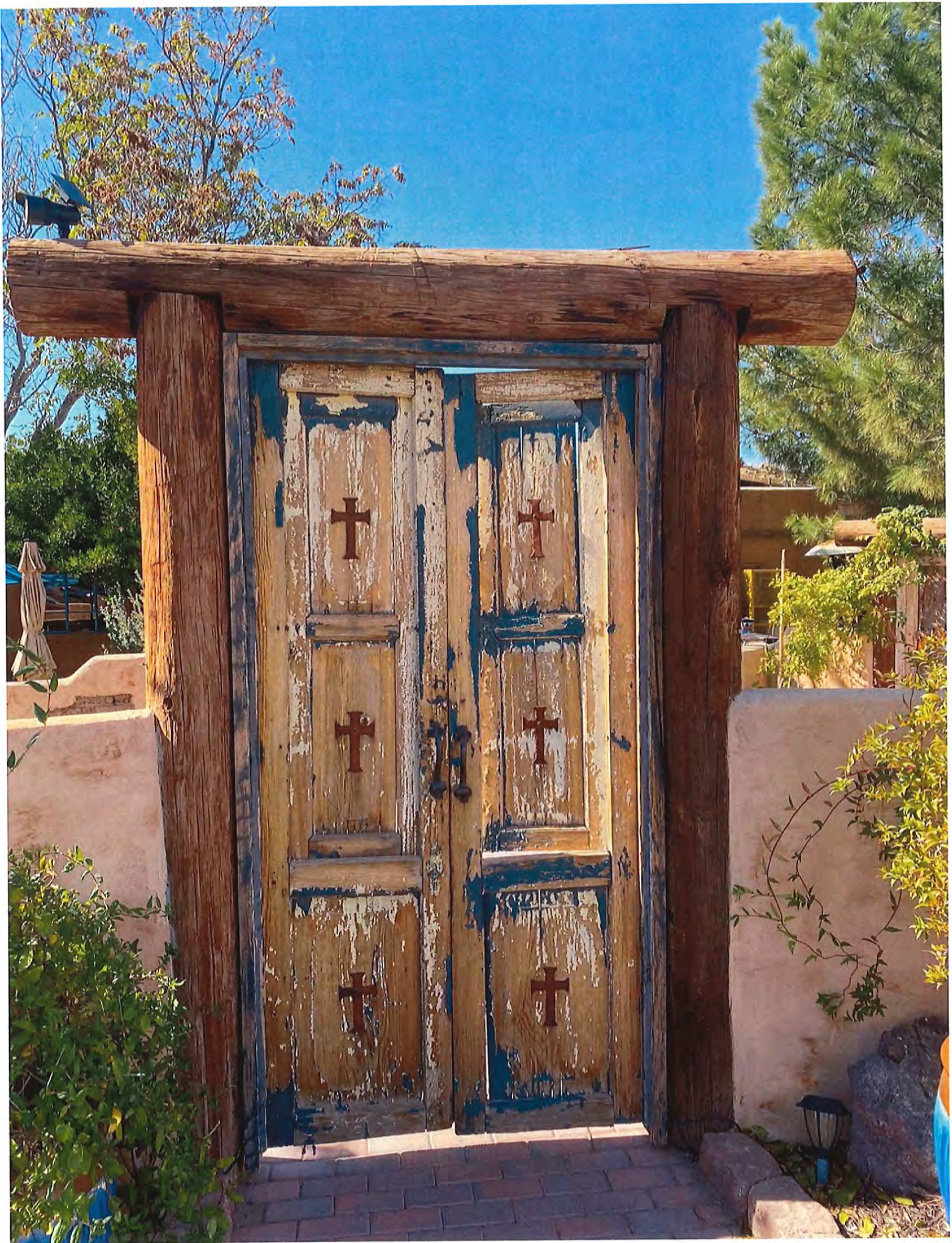
- 40 years of construction experience
- This is our fourth new construction/old construction project in the Mesilla/Las Cruces area
 - Complete interior build of 700 sqft casita at 10090 Black Hills Road
 - Complete restoration inside and out at 2488 Calle de Guadalupe
 - Currently supervising construction of casita for Holy Cross Retreat Center at 300 Holy Cross Way
- Our new restoration project on Calle Principal will be our primary residence

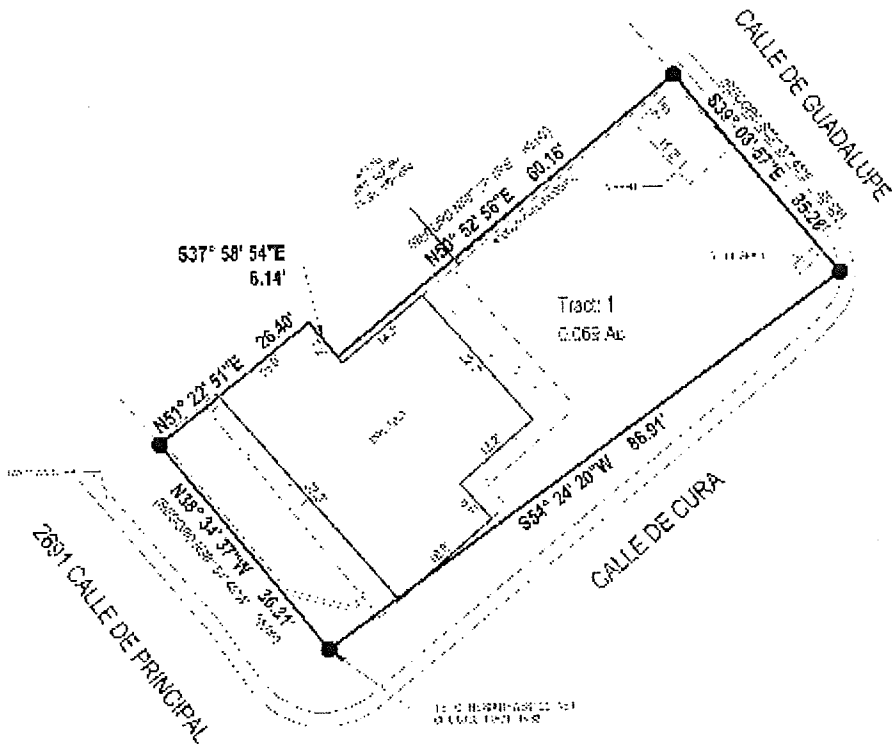
Example 1: 10090 Black Hills Road Casita



Example 2: 2488 Calle de Guadalupe



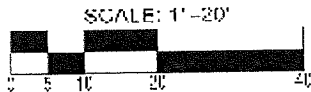




LEGEND:
 ● 1/2" REBAR FOUND (NO CAP)

NOTES:
 FLOOD ZONE 'X'; AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN, AS PER MAP NO. 3501307183 G NEW SEC. JULY 6, 2016

FIELD NOTES BY MOY SURVEYING INC. LICENSE #18078.
 ALL CORNERS SET ARE W/ IRON RODS WITH 1" PLASTIC CAPS STAMPED #18078. ALL IRON RODS OR MONUMENTS FOUND, TAGGED, STAMPED #18078. UNLESS OTHERWISE NOTED DEED BEARINGS AND DISTANCES AND FIELD BEARINGS AND DISTANCES ARE THE SAME



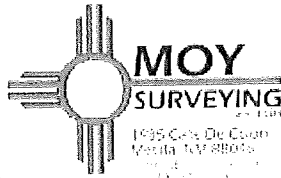
PROPERTY OWNER: R & F MCCOMAS #2891 LLC
 PROPERTY LOCATION: TOWN OF MESILLA
 ACCOUNT NUMBER: 60400372
 PARCEL NUMBER: 40061372E9522



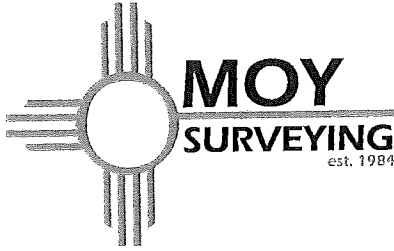
PLAT OF SURVEY SHOWING THE LOCATION OF IMPROVEMENTS ON A 0.0690 ACRE TRACT IN SECTION 25, T. 23S., R. 1E, N.M.P.M. OF THE U.S.R.S. SURVEYS BEING PART OF U.S.R.S. TRACT 11A-62 TOWN OF MESILLA DOÑA ANA COUNTY, NEW MEXICO

NEW MEXICO STATE BOARD OF PROFESSIONAL SURVEYORS
 STATE OF NEW MEXICO, DEPARTMENT OF REVENUE
 200 NORTH FIRST STREET, SUITE 100, ALBUQUERQUE, NEW MEXICO 87102

Henry Magallanez 18078
 HENRY MAGALLANEZ N.M.P.S. #18078



JOB NO: 22-0545
 DRAWN BY: AYTOM
 FIELD BY: KIRKBYVIC
 DATE: 08/22/22 SCALE: 1"=20'



PHYSICAL
1985 Calle De Colon
Mesilla NM, 88046

MAILING
P.O. BOX 1570
Mesilla NM, 88046

info@moysurveying.com
(575) 525-9683 F: (575) 524-3238
www.moysurveying.com

AUGUST 22, 2022
DESCRIPTION OF A 0.069 ACRE TRACT

Tract 1

A tract of land situate in in the Town of Mesilla, Doña Ana County, New Mexico in Section 25, T.23S., R.1E., N.M.P.M. of the U.S.R.S. Surveys. Being part of U.S.R.S. Tract 11A-62 and more particularly described as follows to wit:

Beginning at an iron rod found on the North line of Calle De Cura and on the East line of Calle De Principal for the Southwest corner of this tract herein described, being IDENTICAL to the Southwest corner of U.S.R.S. Tract 11A-62;

Thence from POINT OF BEGINNING, leaving the North line of said Calle De Cura, along the East line of said Calle De Principal, N 38° 34' 37" W for a distance of 36.31 feet to an iron rod found for the Northwest corner of this tract;

Thence leaving the East line of said Calle De Principal, N 51° 22' 51" E for a distance of 26.40 feet to an angle point on this tract;

Thence S 37° 58' 54" E for a distance of 6.14 feet to an angle point on this tract;

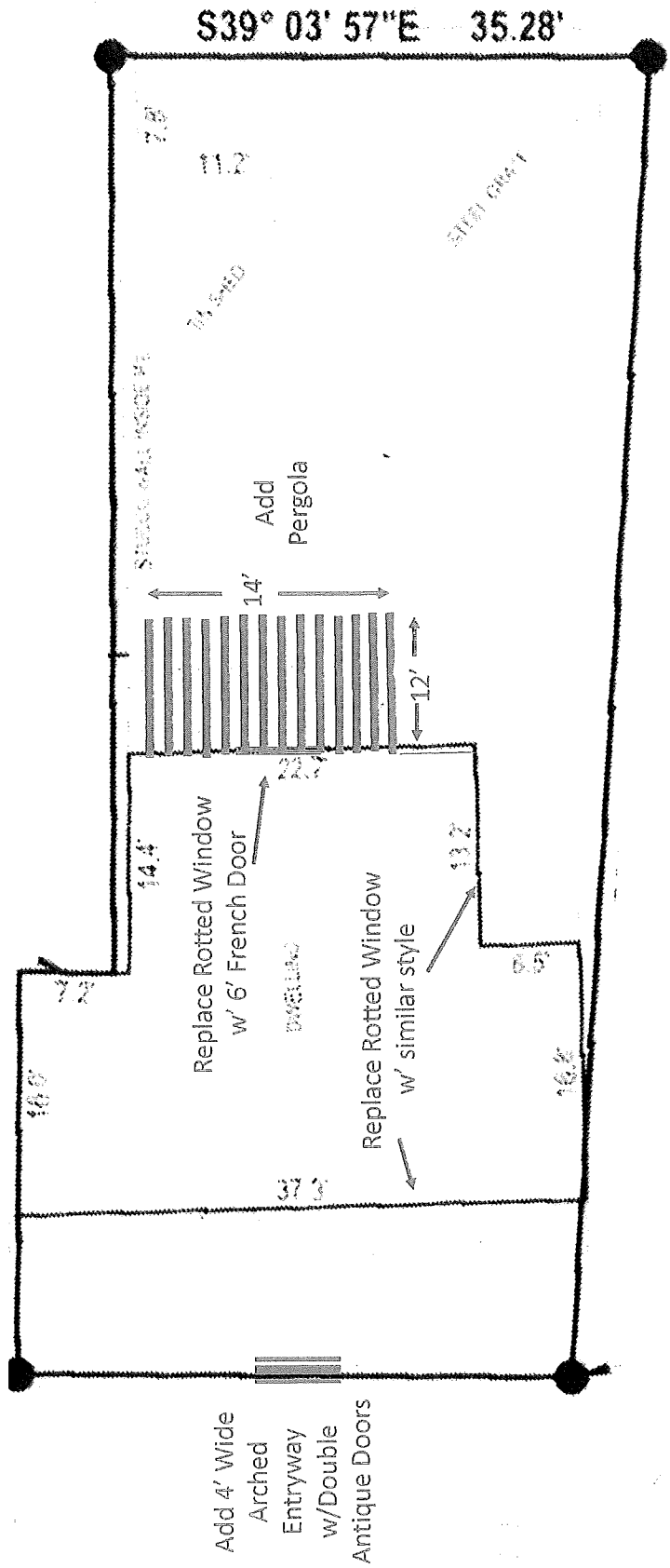
Thence N 50° 52' 56" E for a distance of 60.16 feet to an iron rod found on the West line of Calle De Guadalupe for the Northeast corner of this tract;

Thence along the West line of said Calle De Guadalupe, S 39° 03' 57" E for a distance of 35.28 feet to an iron rod found on the North line of said Calle De Cura for the Southeast corner of this tract;

Thence leaving the West line of said Calle De Guadalupe, along the North line of said Calle De Cura, S 54° 24' 20" W a distance of 86.91 feet to the POINT OF BEGINNING, containing 0.069 acres of land, more or less. Subject to any reservations, restrictions and easements of record.

Job #22-0543
am





S39° 03' 57"E 35.28'

Storage shed

Add Pergola

14'

12'

14.4'

Replace Rotted Window w' 6' French Door

Replace Rotted Window w' similar style

13.2'

14.0'

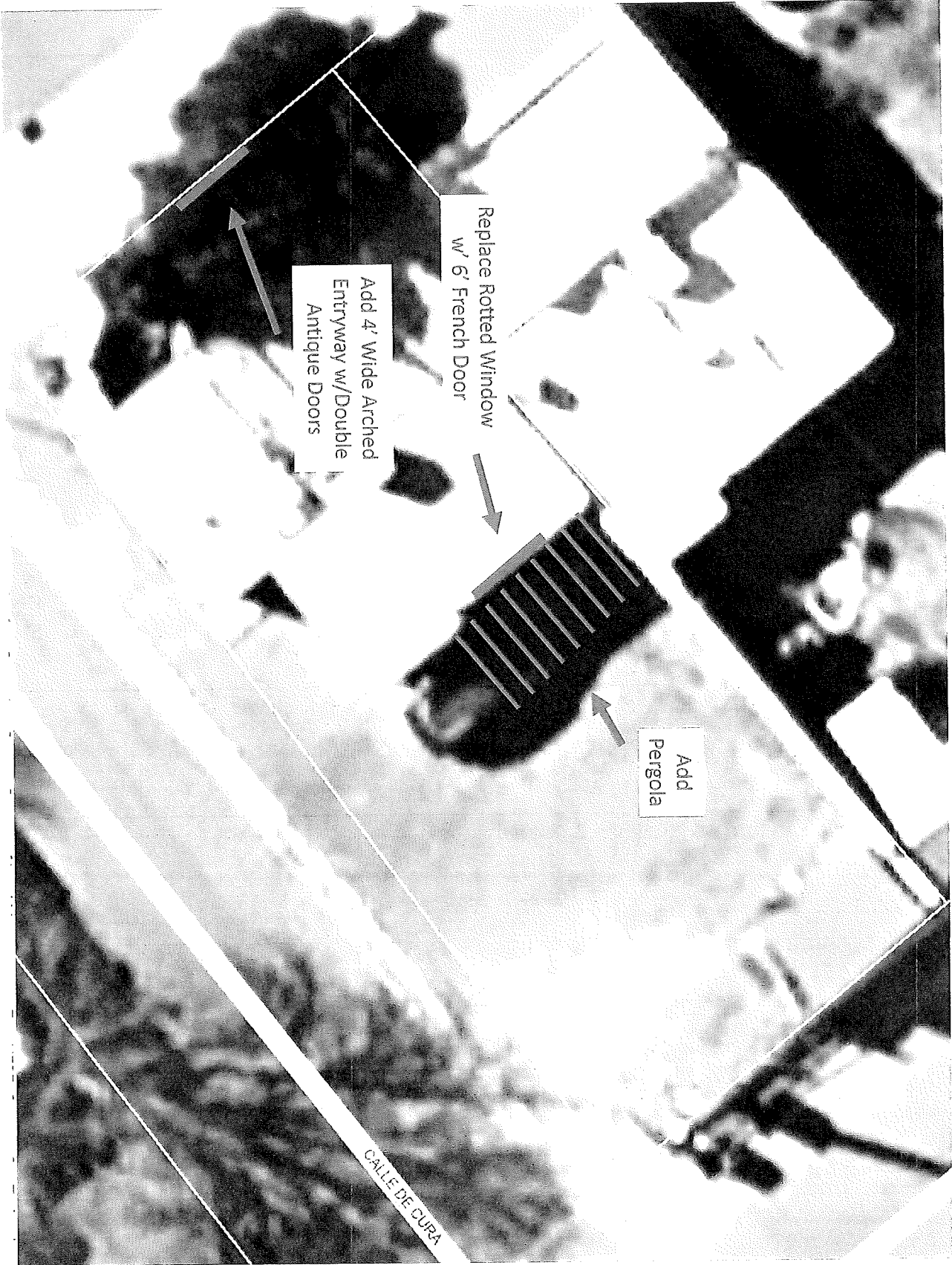
7.2'

10.0'

16.8'

Add 4' Wide Arched Entryway w/Double w/Antique Doors

2023, LITE



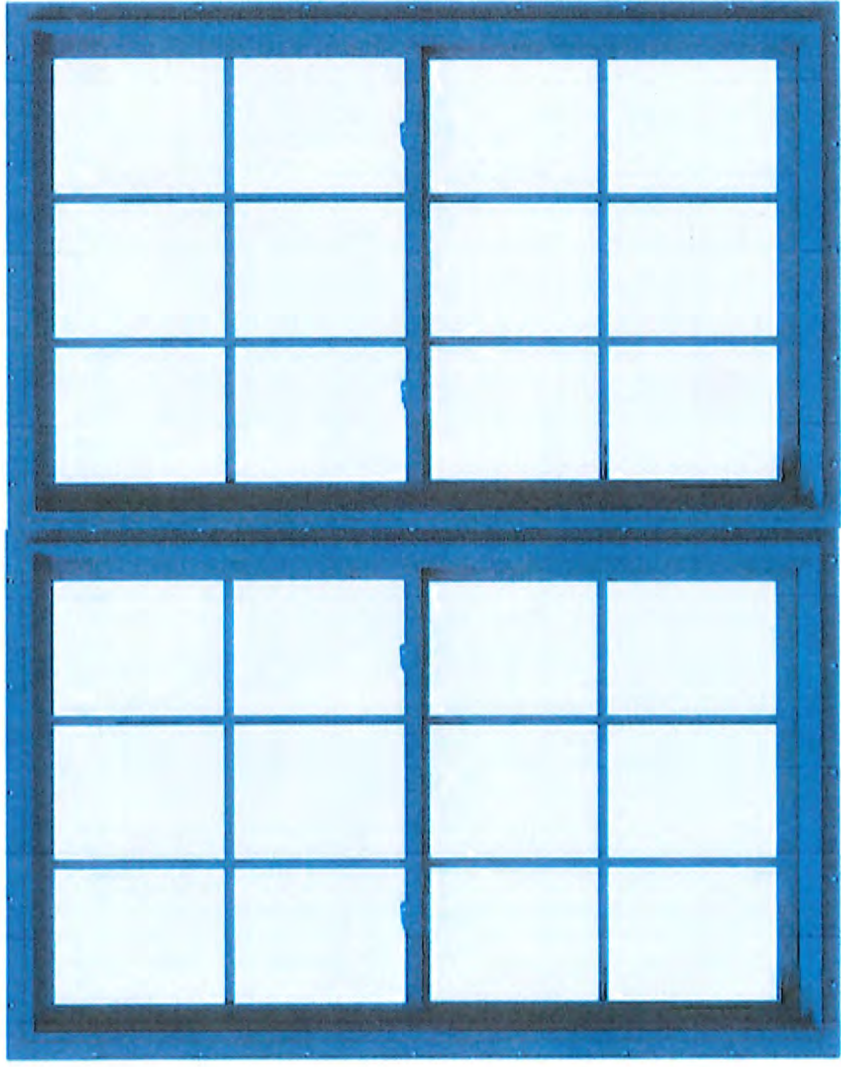
Add 4' Wide Arched
Entryway w/ Double
Antique Doors

Replace Rotted Window
w/ 6' French Door

Add
Pergola

CALLE DE CURA

Window Details



33.375 in. x 56.5 in. W-2500
Series Primed Wood Double
Hung Window w/ Natural
Interior and Low-E Glass



TABLE OF CONTENTS

Product Information

General Information.....2

Lite Cut Information.....3

Unit Sizing.....4

Handing & Operation.....5

Options

Divided Lite Options.....6

Trim & Sill Nose Options.....7

Jamb Extender and Prep for Stool Options.....8

Mullion Options.....9

Sizing Details

Operator Min-Max Sizing.....10

Section Details

Operator:

Vertical Section.....11

Horizontal Section.....12

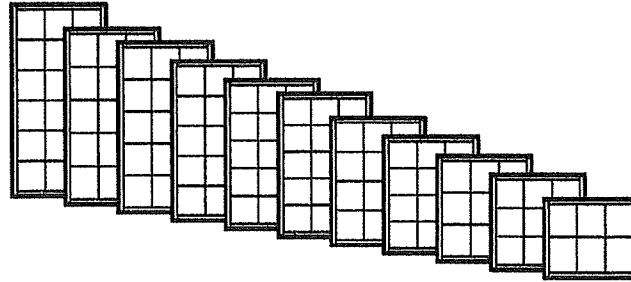
Picture:

Vertical Section.....13

Horizontal Section.....14



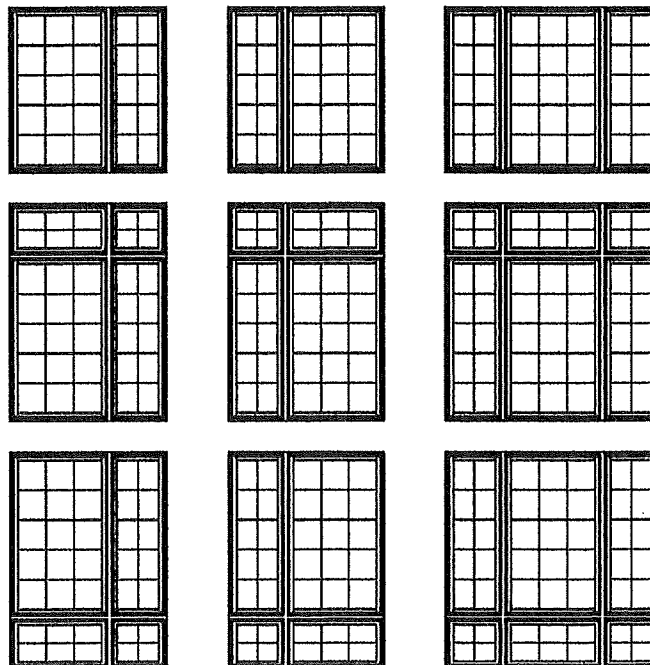
GENERAL INFORMATION



W-2500 Clad Casement windows are available with left or right hand operation, or stationary (non-venting). Operating mechanism includes corrosion resistant steel hinges and dual arm roto-type operator with hardened steel gears and operating arms. Sash locks are concealed unison type with an exposed locking lever and escutcheon plate. There are several interior hardware finish options. Refer to the Specifications for finish options. An optional traditional sash can be specified in this window. Refer to the cross sections for more details.

Multiple Assemblies

W-2500 Clad Casement windows may be mullled above, below, or beside other clad casement windows, or other clad window products. Factory assembled mulls are limited in height (100"), width (150").



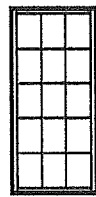


LITE CUT INFORMATION

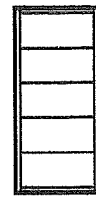
W-2500 Clad Casement windows are available with 7/8" removable grilles, 7/8" beaded SDL, 5/8" flat GBG, or 23/32" contour GBG. Standard lite cuts are rectangular.

Lite Cut Options

Special lite cut patterns can include a wide variety of straight line and radius patterns. The illustrations shown here represent just a few of the possibilities. Rectangular, horizontal, vertical and Prairie lite patterns are available in all standard size clad casement windows. Uneven, diamond, radius and Gothic lite cuts are available, subject to approval. Approvals are based on the ability to fulfill the design requirement while maintaining the construction integrity of the finished product.



Rectangular



Horizontal



Prairie



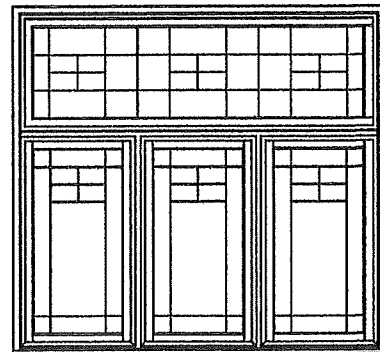
Diamond



Uneven

Bar Alignment

Alignment of divided lite muntin bars from one window to the next is often required by fine architectural design. Wood grilles, Grilles Between the Glass, grilles, and Simulated Divided Lites may be specified with muntin bars aligned.





UNIT SIZING

General Notes:

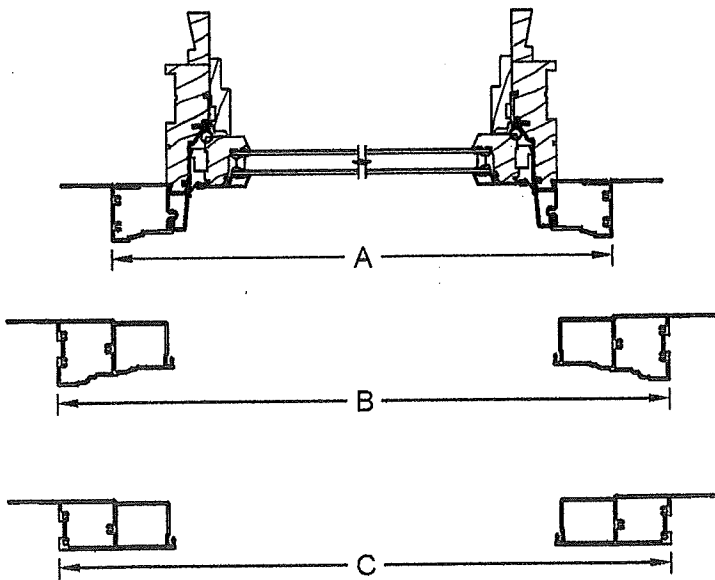
Unit size is always the maximum size of the window with or without trim and does not include nail fin.

Masonry Opening:

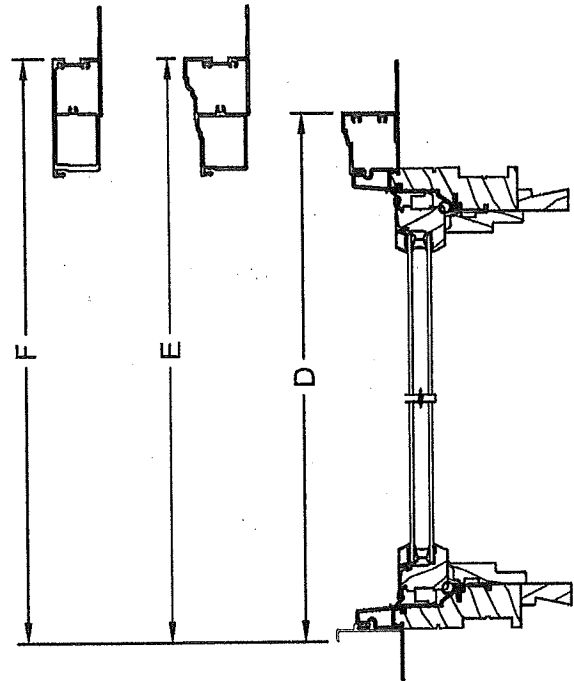
Masonry opening is always 1/2" over (height and width) the unit size or the outside of the trim of the window.

Rough Opening:

Rough opening is always 3/4" over frame size of the window.



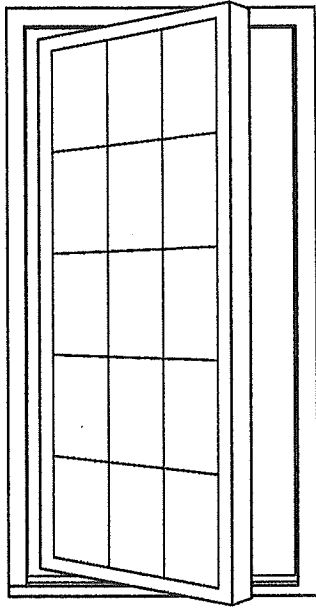
Horizontal Sections		
Trim Option	Dimension	Frame +
Brickmould	A	3"
Adams Casing	B	6"
3 1/2" Flat Casing	C	6"



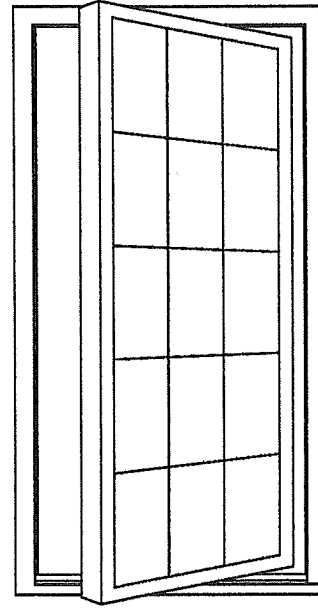
Vertical Sections (w/ Sill Nose)		
Trim Option	Dimension	Frame +
Brickmould	D	1 13/16"
Adams Casing	E	3 5/16"
3 1/2" Flat Casing	F	3 5/16"



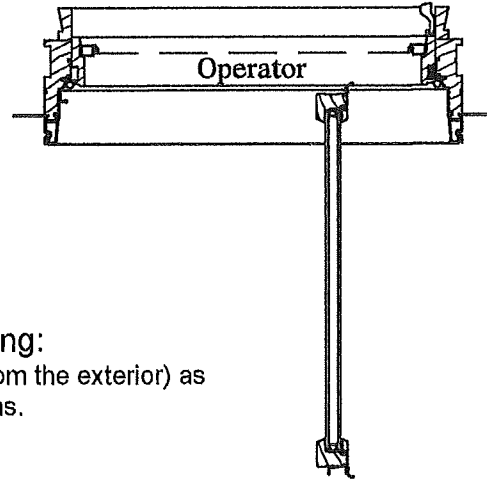
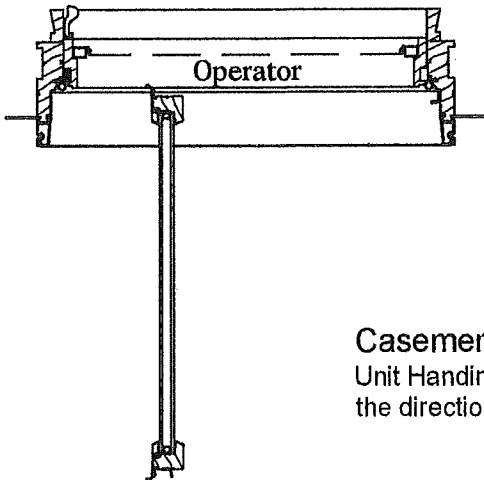
HANDING & OPERATION



Left
Hand



Right
Hand

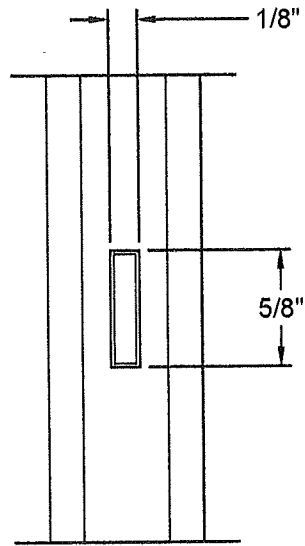


Casement Unit Handing:

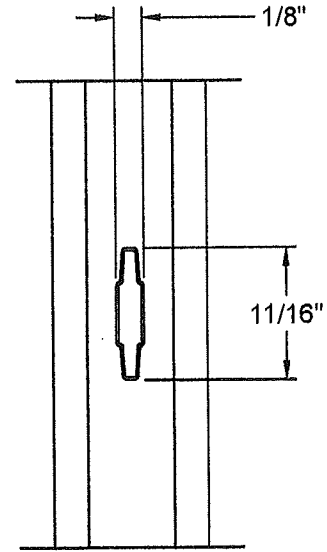
Unit Handing is defined (from the exterior) as the direction the sash opens.



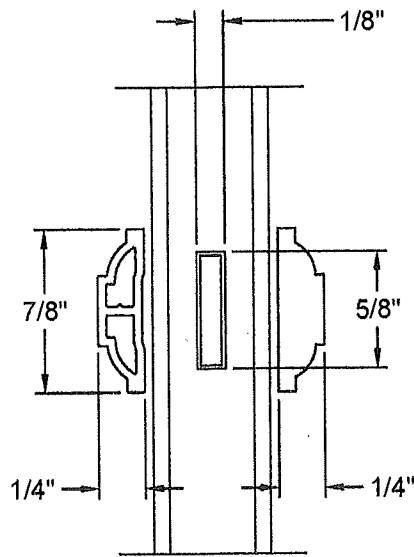
DIVIDED LITE OPTIONS



5/8" Grille



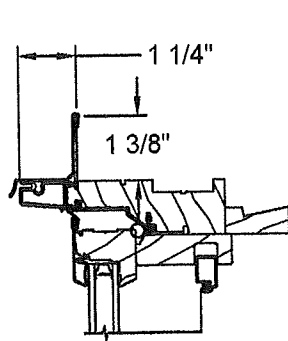
23/32" Grille



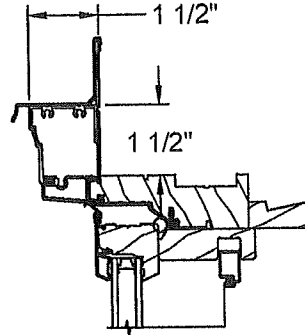
7/8" SDL



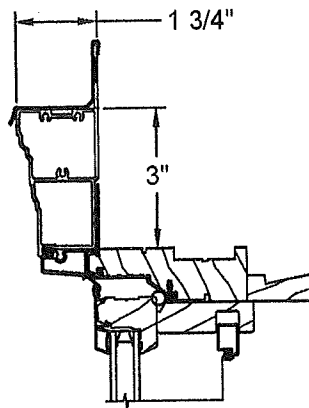
TRIM & SILL NOSE OPTIONS



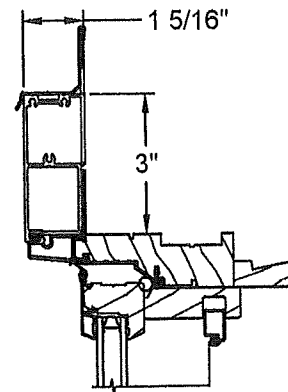
Standard



Brickmould

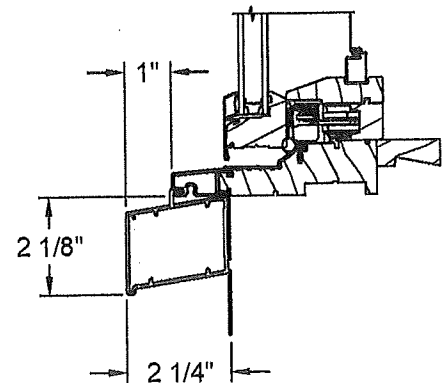
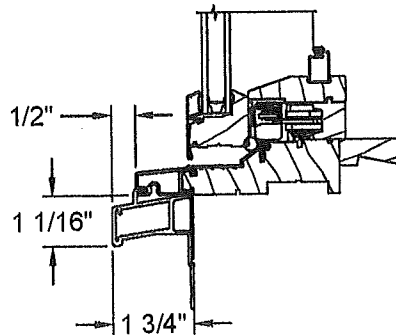
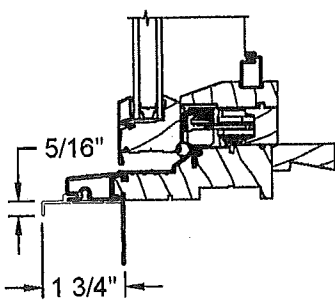


Adams
Casing



3 1/2" Flat
Casing

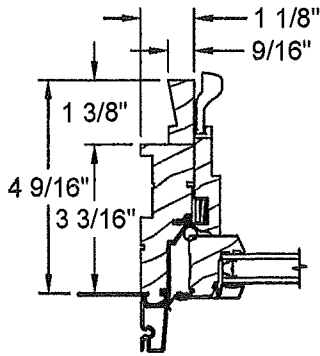
Sill Nose Options



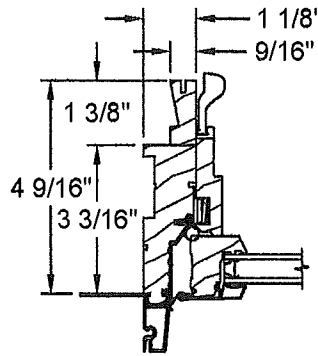


JAMB EXTENDER AND PREP FOR STOOL OPTIONS

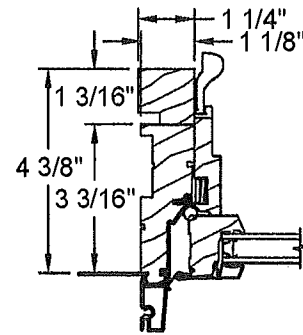
4 9/16" Wall



Standard 4/4
Jamb Extender

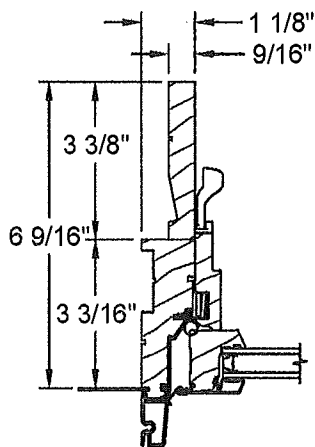


Standard 4/4
Jamb Extender
with 9/16" Kerf
Option

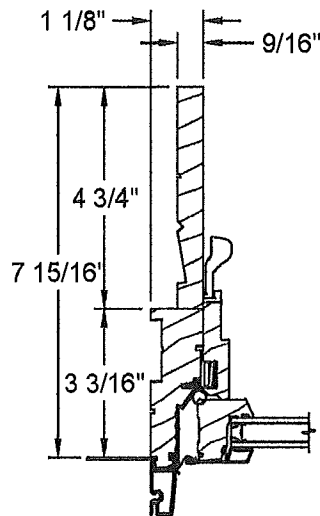


Standard
5/4 Jamb
Extender

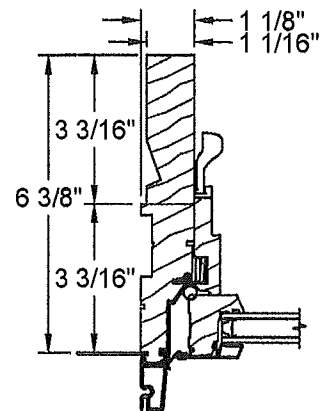
6 9/16" Wall



Standard 4/4
Jamb Extender



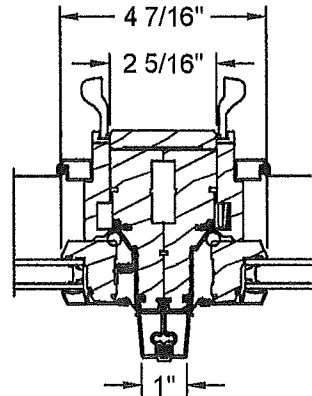
7 15/16" Wall Max 1-PC
Jamb Extender



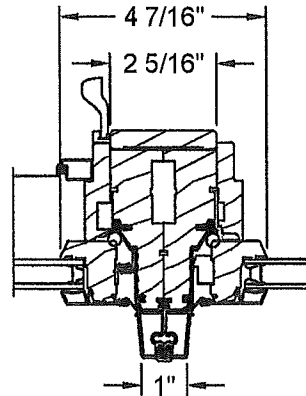
Standard 5/4
Jamb Extender



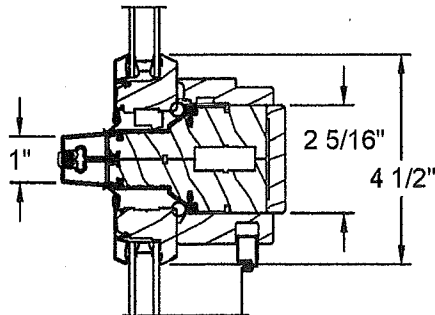
MULLION OPTIONS



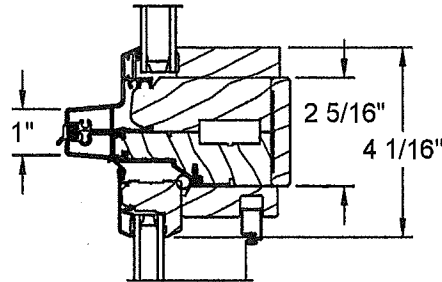
Twin Operating Casement



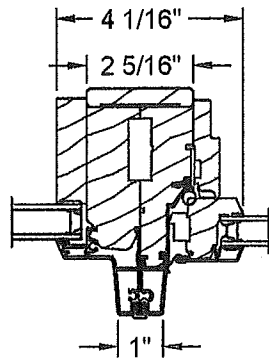
Operating Casement with Stationary Casement



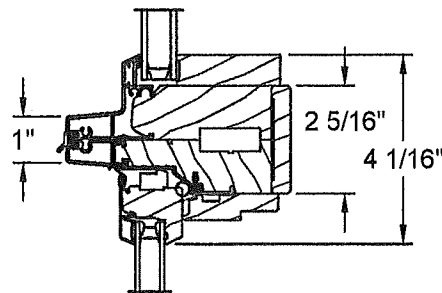
Operating Casement with Stationary Casement



Radius over Casement



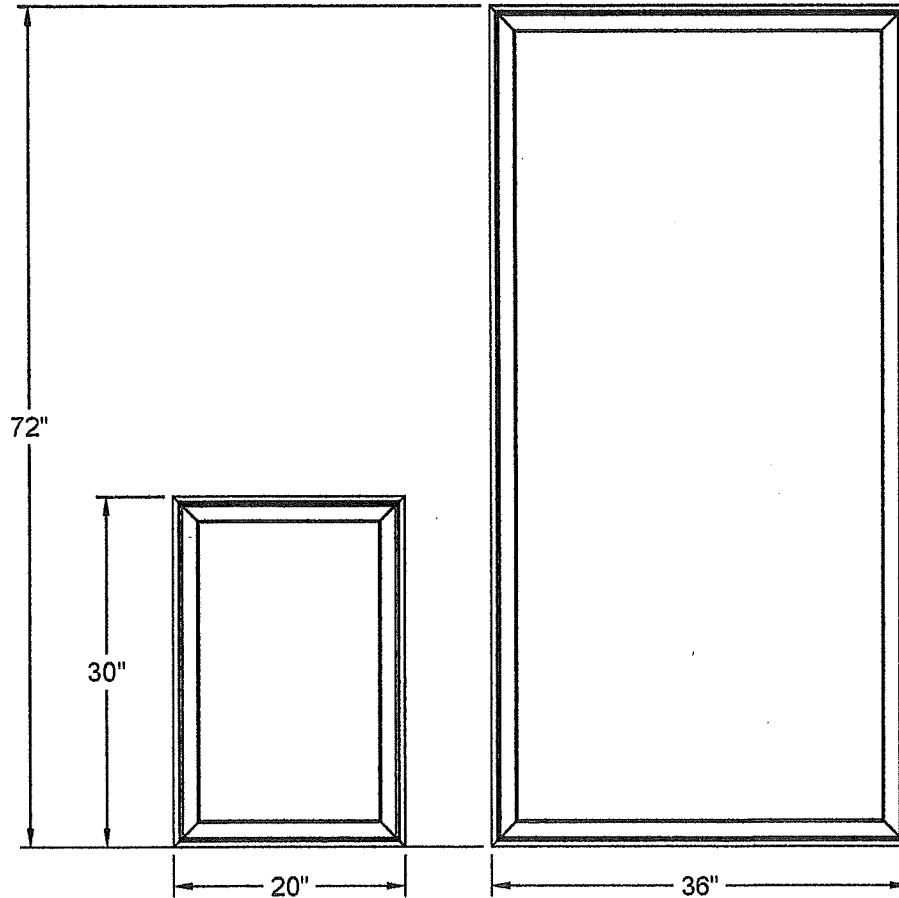
Direct Set Picture next to Casement
and/or
Direct Set Geo next to Casement



Direct Set Picture over Casement
and/or
Direct Set Geo over Casement



MIN-MAX SIZING

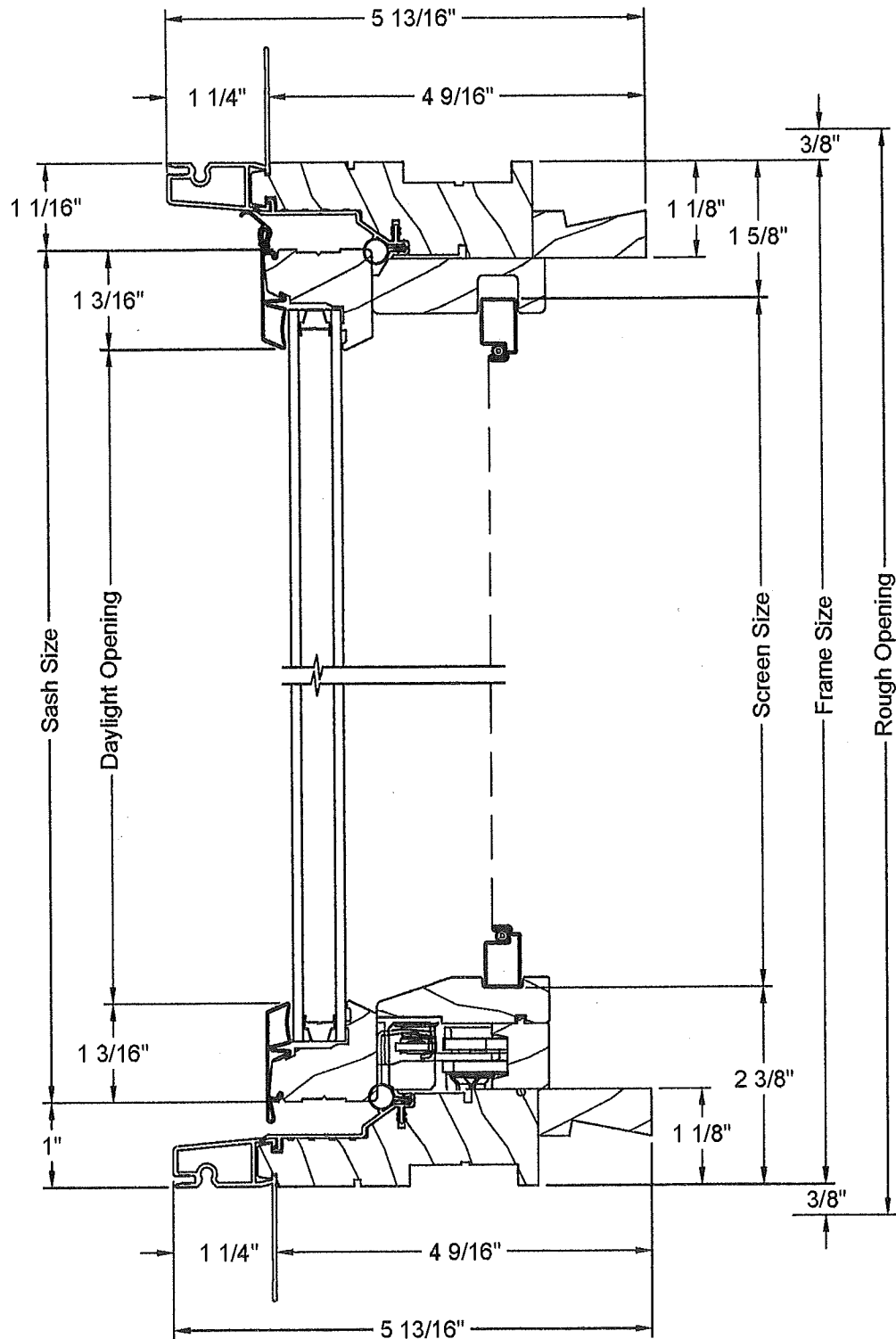


Standard widths for the W-2500 Clad Casement Window:
20", 24", 28", 30", 36".

Standard heights for the W-2500 Clad Casement Window:
30", 36", 40", 44", 48", 54", 56", 60", 64", 66", 72".

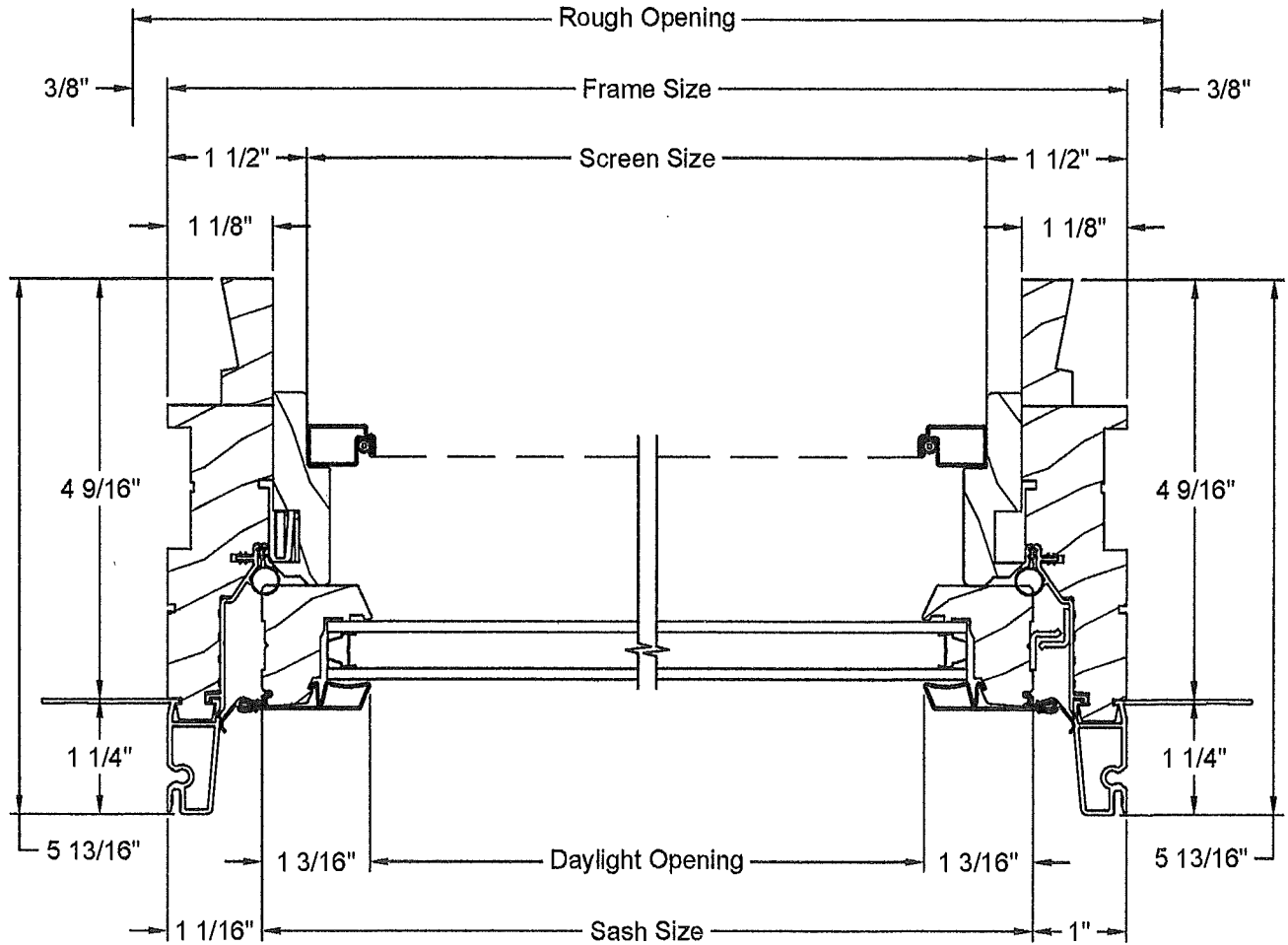


OPERATOR - VERTICAL SECTION



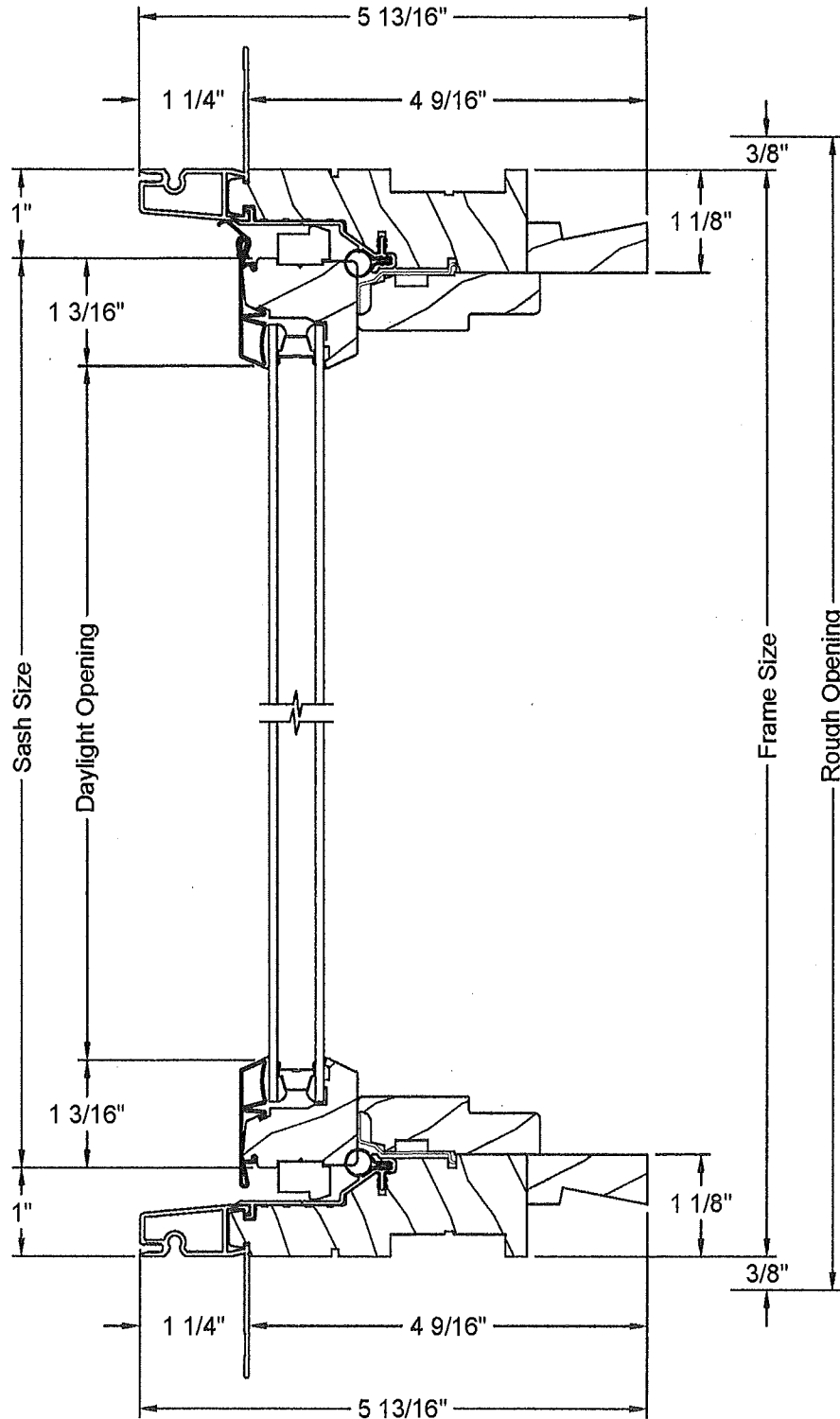


OPERATOR - HORIZONTAL SECTION



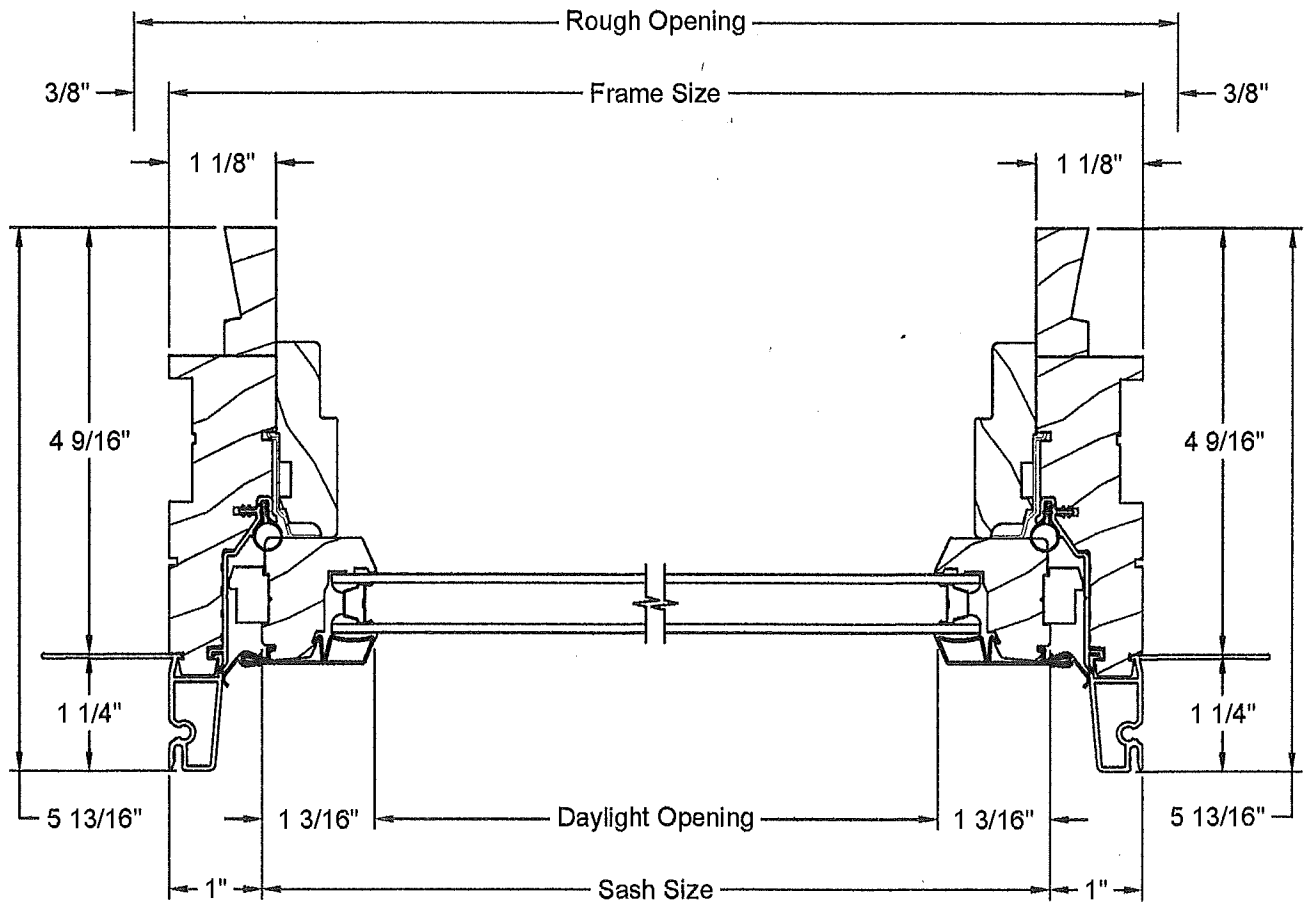


PICTURE - VERTICAL SECTION

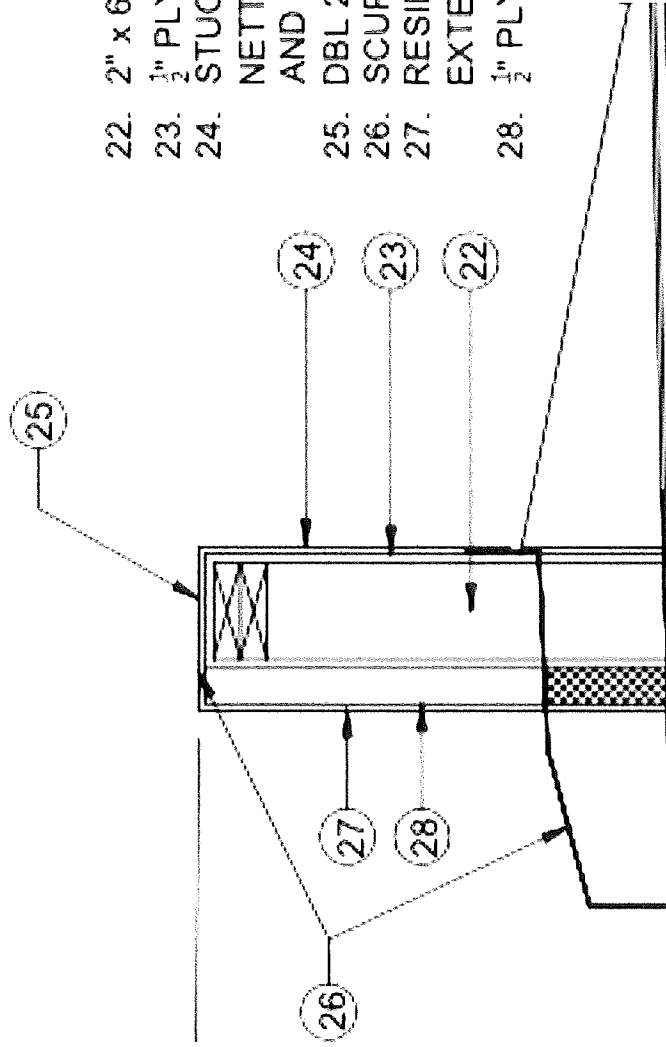




PICTURE - HORIZONTAL SECTION



Parapet Details



- 22. 2" x 6" WOOD STUDS @ 16" O.C.
- 23. 1/2" PLYWOOD SHEATHING
- 24. STUCCO OVER EXTERIOR PLASTER W/ STUCCO NETTING OVER MOISTURE BARRIER (INSIDE FACE AND TOP OF PARAPET WALL)
- 25. DBL 2" x 6" PLATE
- 26. SCUPPER AND PARAPET CAP; MATCH EXISTING
- 27. RESIDENTIAL GRADE EIFS (FINISH FLUSH WITH MAIN EXTERIOR WALL SURFACE)
- 28. 1/2" PLYWOOD SHEATHING

Pergola

- The pergola at the rear of the structure will be 14' wide x 12' deep x 8' high and will be very similar to what we built for the Vintage Wine Bar and at 10090 Black Hills Road. It will consist of post and beam construction with corbels, vigas (3' centers) and latillas on top.
- 10" posts will be set in 2' deep holes and filled with gravel. Posts, beams, corbels and vigas will be secured with 1/2" x 10" galvanized lag bolts. Pergola will be thru bolted to existing adobe walls.

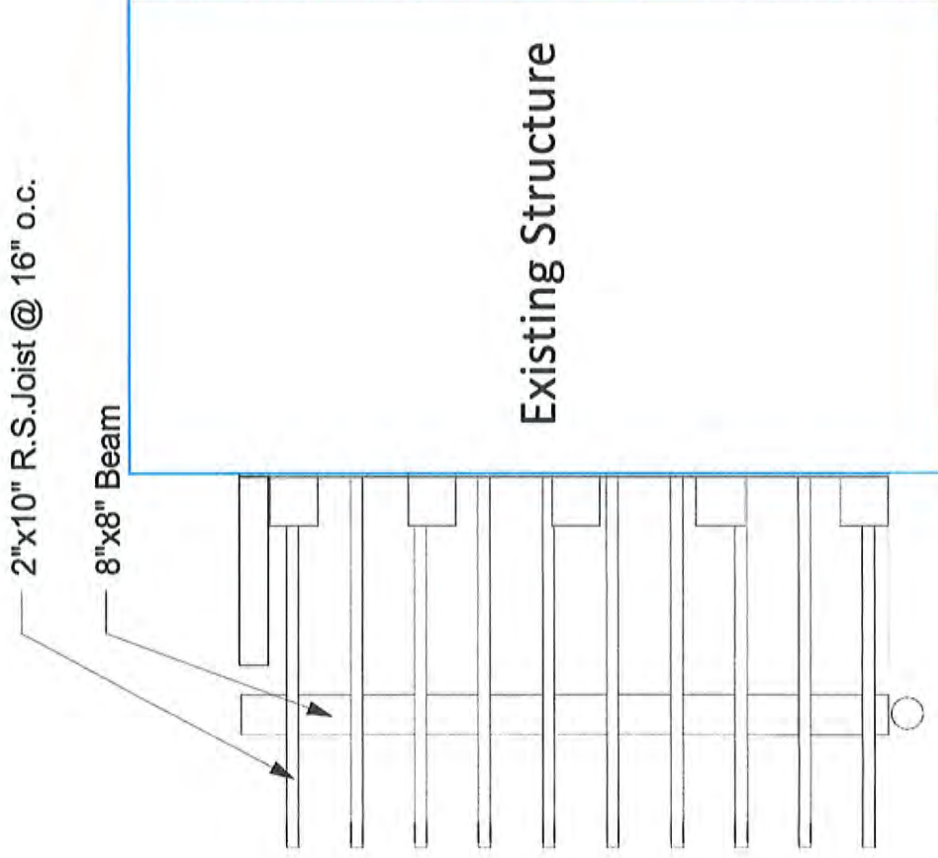


Vintage Wine Bar

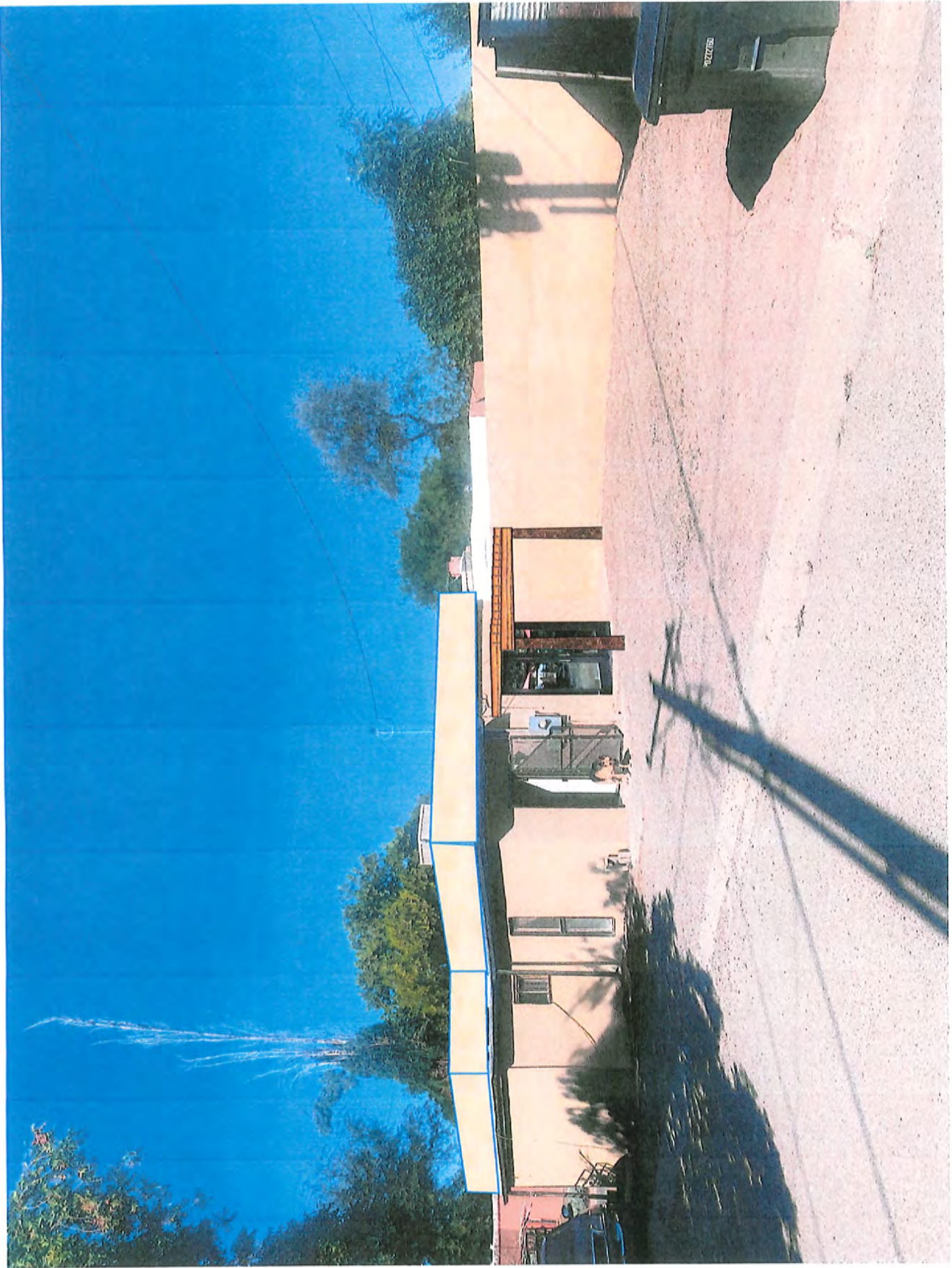


10090 Black Hills Road

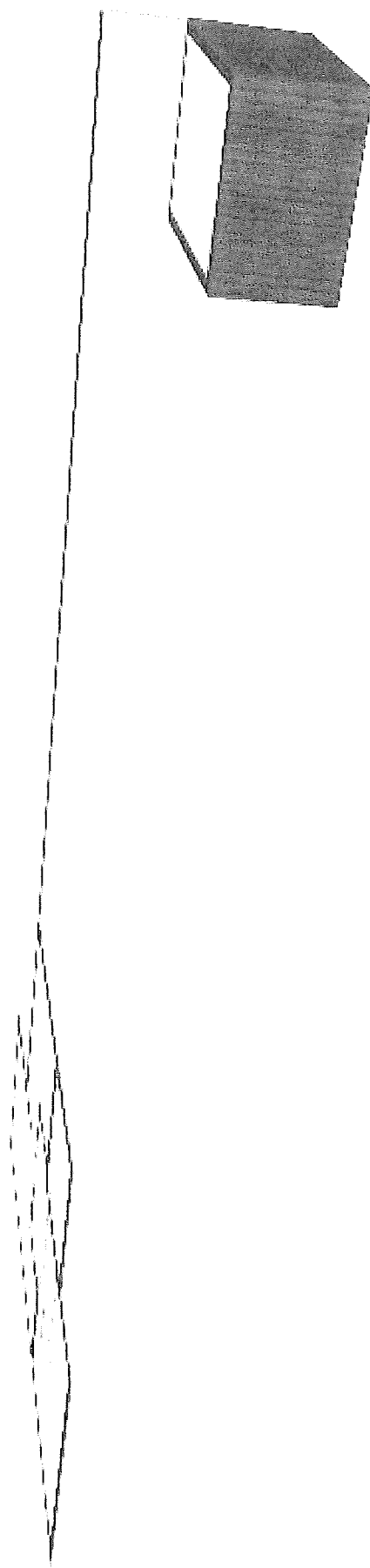
Pergola Details



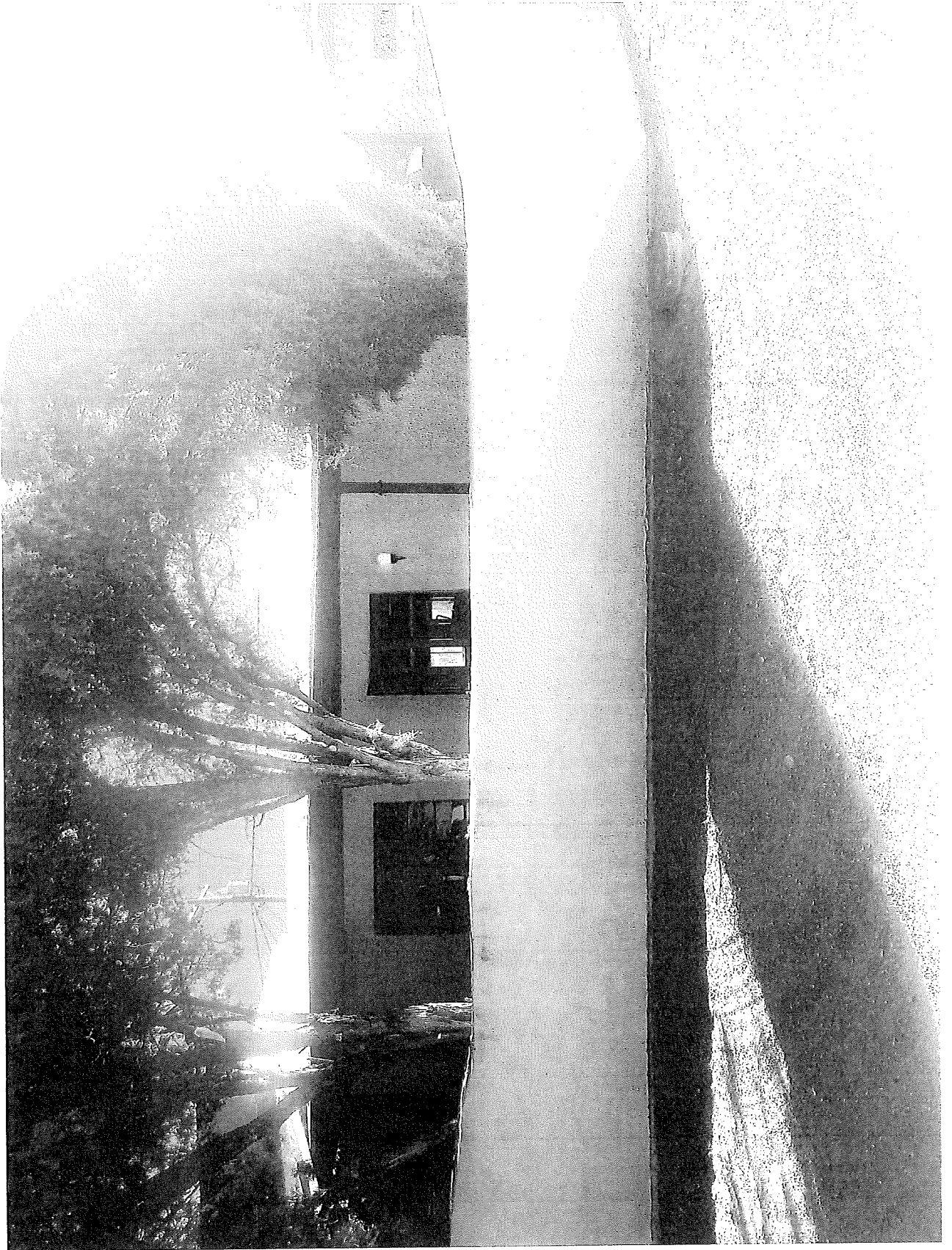
- Pergola at the rear of the house will be 14' wide x 12' deep x 8' high
- 10" posts and 8"x8" cedar beam construction with corbels and 2"x10" joists on 16" centers
- 10" diameter posts will be set in 2' deep holes and filled with gravel.
- Posts, beams, and corbels will be secured with $\frac{1}{2}$ " x 10" galvanized lag bolts.
- Pergola header will be thru bolted to existing adobe wall of structure using $\frac{1}{2}$ " x 16" galvanized bolts, nuts and washers on 32" centers.

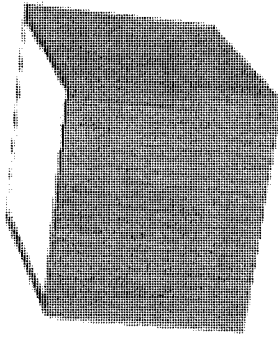












BOARD ACTION FORM

AGENDA DATE

PZHAC: November 21, 2022

BOT: November 28, 2022

ITEM: PZHAC Case #061473 – 2630 Calle Segunda submitted by Jane/Paul Germani to install storage shed. Zoned Historical Residential (HR)

BACKGROUND AND ANALYSIS: The applicants propose to install an 8' x 6' wooden storage shed behind the house. 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, 18.35.060

SUPPORTING INFORMATION:

- Application
- Plot plan
- Customer quote
- Paint sample

PZHAC ACTION:

PZHAC approved this case 3-0. No conditions.

BOT OPTIONS:

The BOT may:

1. Approve this case with findings stated above.
2. Approve this case with findings stated above and conditions.
3. Deny the application.

TOWN OF MESILLA
APPLICATION FOR BUILDING PERMIT

Permit Fee \$ 100.00
 Review Fee \$ 18.00
 Total Fee \$ 118.00

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

CASE NO. 061473 ZONE: HRC CODE: AC APPLICATION DATE: 10.23.22

JANE A. GERMANI 541-232-5363
 Name of Property Owner Property Owner's Telephone Number

P.O. Box 197 Mesilla NM 88046
 Property Owner's Mailing Address City State Zip Code

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

TUFF Shed Inc 1777 HARRISON ST #600, Denver CO 80210
 Contractor's Name & Address (If none, indicate Self)

575-520-5090 84-1108665 NM 33620
 Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number

2630 Calle Segunda, Mesilla NM
 Address of Proposed Work:

INSTALL AN 8'x6' wooden shed behind house
 Description of Proposed Work:

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. color chart

\$ 3789 Jane Germani October 24, 2022
 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.

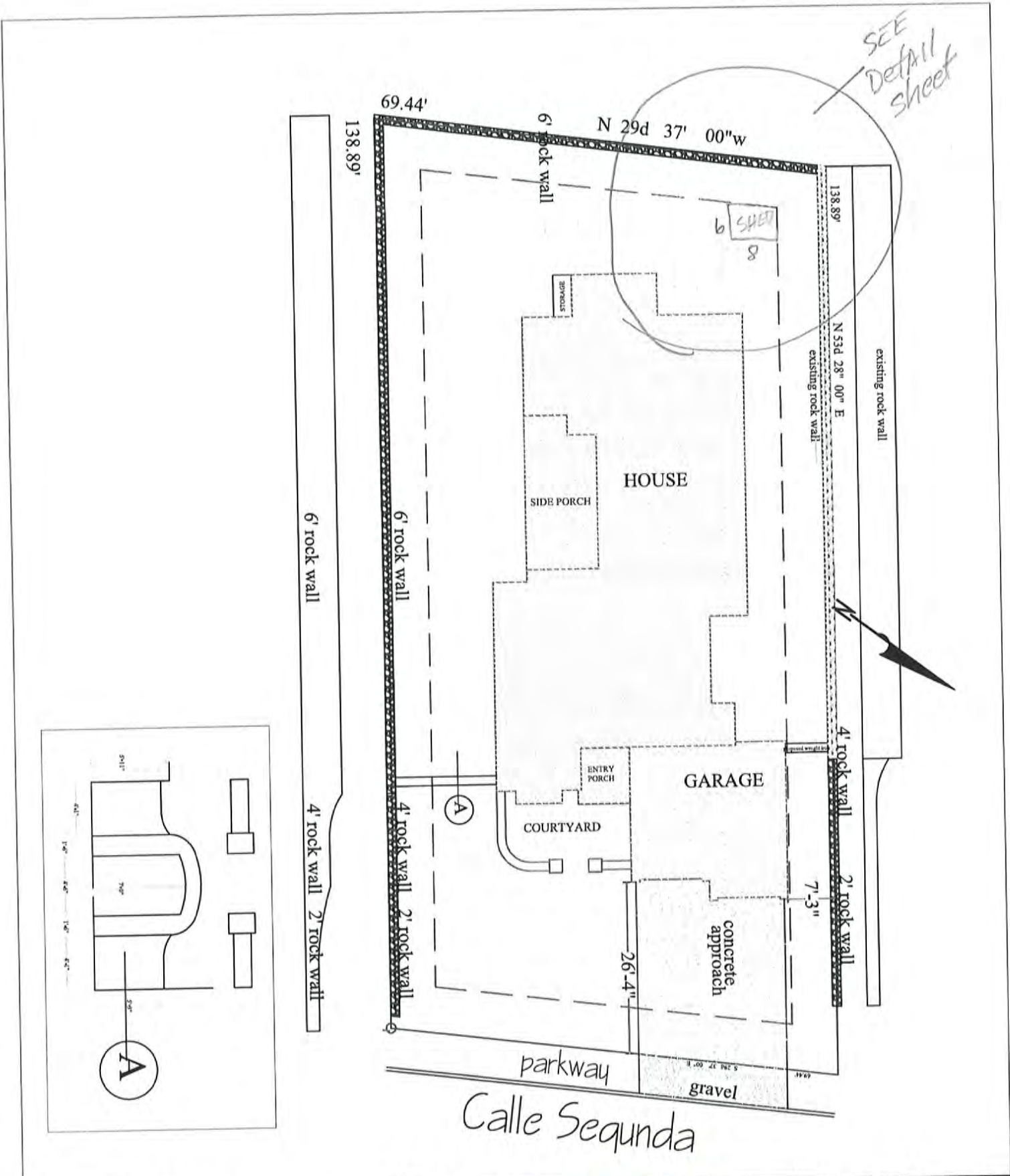
FOR OFFICIAL USE ONLY

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

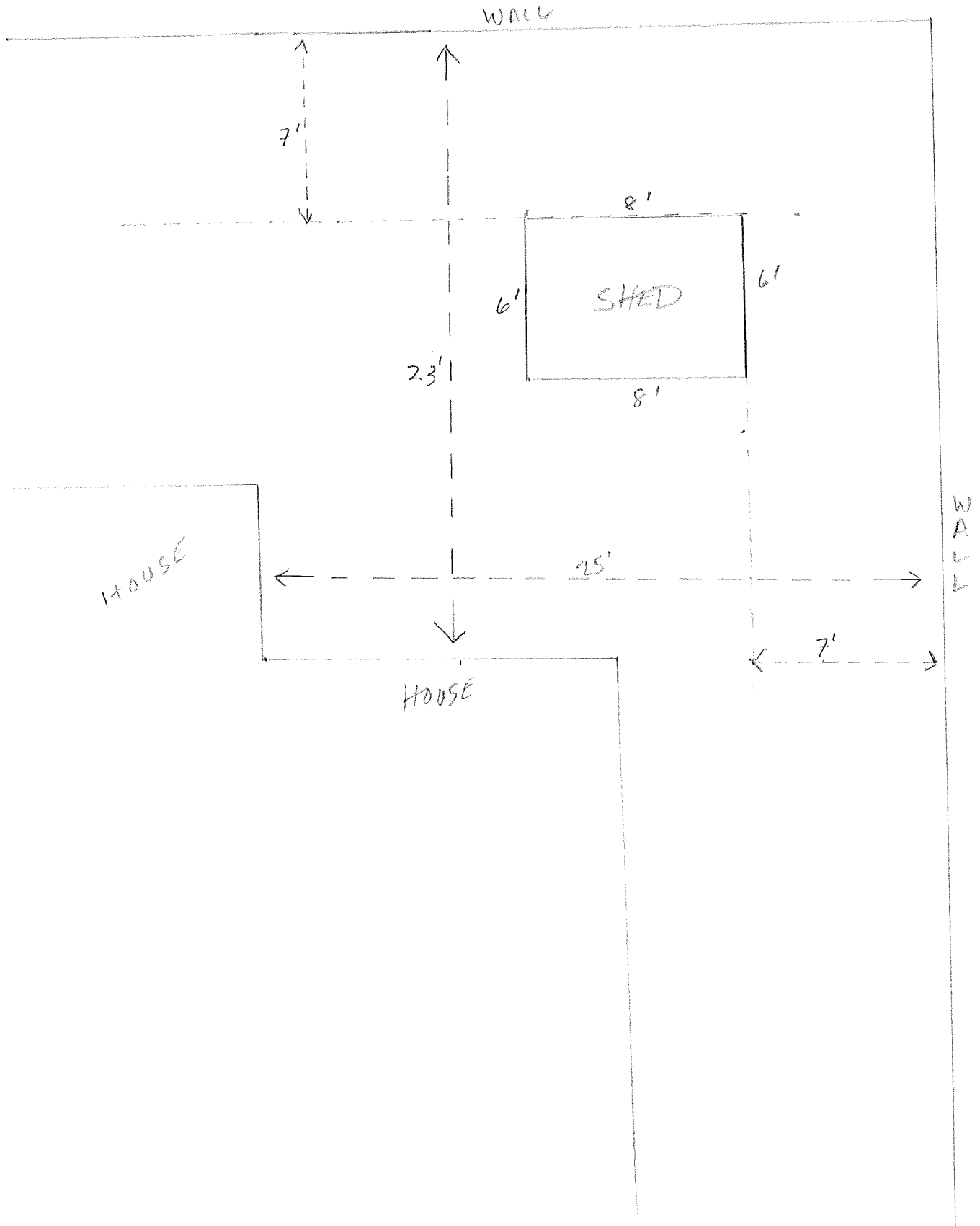
PZHAC APPROVAL REQUIRED: YES NO BOT APPROVAL REQUIRED: YES NO
 CID PERMIT/INSPECTION REQUIRED: YES NO SEE CONDITIONS

CONDITIONS: _____

PERMISSION ISSUED / DENIED BY: _____ ISSUE DATE: _____



Drawn By: Patrick Vigil	2630 Calle Fereera <i>Segunda</i>	ViCa One Inc.
Drawn for: Paul and Jane Germani	Lot 2. Blk C, SW Addition to Mesilla 201	PO Box 669
575-644-3748	Mesilla , NM 88046	Mesilla Park, NM





TUFF SHED

Quote

Location: Las Cruces | #410 | 575-647-8064

Scheduled Date:

Factory Location: El Paso | #410 | 915-598-8833

Created Date: 08/26/2022

Prepared by: Ronald Maese | (575) 449-3136 | rmaese@tuffshed.com

Customer: Paul Germani
p. 5412325363 | c. paulinsma@duck.com

Special Instructions:

JDE SO
SF Quote Q-1826006

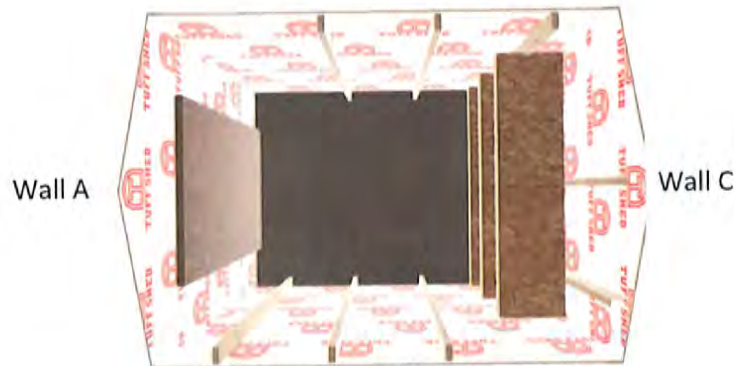
Ship to Address: 2630 Calle Segunda
PO Box 197
Mesilla, NM 88046

Line Item Description	Sales Price	Quantity	Promo	Add'l Disc	Total Price
Premier Ranch 6 x 8	\$2,647.00	1.00	(\$0.00)	\$0.00	\$2,647.00
Paint 10% of building base price	\$265.00	1.00	(\$0.00)	\$0.00	\$265.00
3'x3' Insulated Horizontal Sliding Window	\$259.00	1.00	(\$64.75)	\$0.00	\$194.25
Lifetime Shingle Upgrade	\$1.65	57.00	(\$0.41)	\$0.00	\$70.68
Shelving - 16" deep	\$5.00	18.00	(\$1.25)	\$0.00	\$67.50
House Wrap	\$0.40	194.00	(\$0.10)	\$0.00	\$58.20
Accent Paint Color	\$50.00	1.00	(\$0.00)	\$0.00	\$50.00
16"x8" Wall Vent - White	\$23.00	2.00	(\$5.75)	\$0.00	\$34.50
Fuel Surcharge	\$20.00	1.00	(\$0.00)	\$0.00	\$20.00
4' x 6'2" Single Shed Door	\$0.00	1.00	(\$0.00)	\$0.00	\$0.00
Paint - Ponytail	\$0.00	194.00	(\$0.00)	\$0.00	\$0.00
Paint - Ground Coffee	\$0.00	1.00	(\$0.00)	\$0.00	\$0.00
Paint - Hat Box Brown	\$0.00	1.00	(\$0.00)	\$0.00	\$0.00
Leveling 0"-4"	\$0.00	1.00	(\$0.00)	\$0.00	\$0.00
Golden Amber Lifetime	\$0.00	57.00	(\$0.00)	\$0.00	\$0.00
Delivery Fee	\$99.00	1.00	()	\$0.00	\$99.00

Gross Total	\$3,647.65
Discount	(\$141.52)
Net Total	\$3,506.13
Estimated Tax	\$282.68
Grand Total	\$3,788.81



Wall D



Wall B

Base Details

Building Size & Style

Premier Ranch - 6' wide by 8' long

Door

4' x 6'2" Single Shed Door, Left Hinge Placement

Paint Selection

Base: Ponytail, Trim: Hat Box Brown, Accent (Doors): Ground Coffee

Roof Selection

Golden Amber Dimensional Premium Shingle

Drip Edge

White

Is a permit required for this job?

No, If local jurisdiction requires a permit, fees will be added before installation can take place

Options Details

Windows

3'x3' Insulated Horizontal Sliding Window

Walls

194 Sq Ft House Wrap

Interior

18 Lin Ft Shelving - 16" deep

Vents

2 Ea 16"x8" Wall Vent - White

Shelving Locations

Shelving on Side C at 20", 39", 60".

Jobsite/Installer Details

Do you plan to insulate this building after Tuff Shed installs it?

Yes

Is there a power outlet within 100 feet of installation location?

Yes

The building location must be level to properly install the building. How level is the install location?

Within 4" of level

Will there be 18" of unobstructed workspace around the perimeter of all four walls?

Yes

Can the installers park their pickup truck & trailer within approximately 200' of your installation site?

Yes

Substrate Shed will be installed on?

Dirt/Gravel

Signature: _____ Date: _____



New Mexico E-Services for Contractor Licensing



[Home Page](#)

License Number	Company Name	Principal Place of Business Address	City, Zip	Expiry Date	Status
• 33620	<u>TUFF SHED, INC.</u>	1777 S. HARRISON ST, #600	DENVER, 80210	12/31/2023	Active

[Back to search page](#)



[< Back](#)

Pony Tail

PPG1086-4



Pony Tail is a midtone, shaded, clay beige with a khaki undertone. It is a perfect paint color for a soft traditional kitchen. Pair it with white trim to accentuate this color.

R: 210 G: 188 B: 155 LRV: 50

ORDER FREE SWATCH

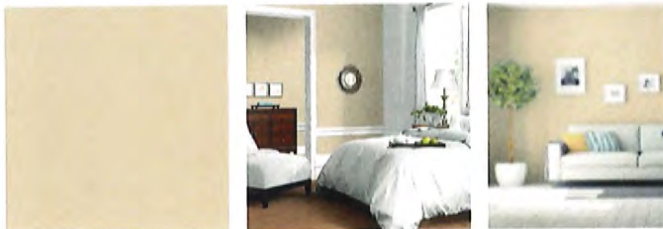
BUY 9"X14.75" PEEL & STICK SWATCH

BUY ONLINE

FIND IN STORE



Hire a quality local painter
for your paint project needs.



SHADES



ACCENT



TRIM & CEILING



BOARD ACTION FORM

AGENDA DATE

PZHAC: November 21, 2022

BOT: November 28, 2022

ITEM: PZHAC Case #061478 – 2600 Avenida de Mesilla submitted by Palacio Bar to install a sidewalk on north side of the building. **Zoned: Historical Commercial (HC)**

BACKGROUND AND ANALYSIS: The applicants propose to install sidewalk on northside of building for the purpose of water drainage to keep water off the adobe wall. This application and all supporting documents were reviewed and approved by Architectural Styles Committee. 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) 12 & 18.

SUPPORTING INFORMATION:

- Application
- Picture
- Rendering Plans

PZHAC ACTION:

PZHAC approved this case 3-0. No conditions.

BOT OPTIONS:

The BOT may:

1. Approve this case with findings stated above.
2. Approve this case with findings stated above and conditions.
3. Deny the application.

TOWN OF MESILLA
APPLICATION FOR BUILDING PERMIT

Permit Fee \$ 45.00
 Review Fee \$ 9.00
 Total Fee \$ 54.00

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

CASE NO. 061478 ZONE: HC CODE: MIC APPLICATION DATE: _____

PALACIO BAR, LLC. 575 649-7605
 Name of Property Owner Property Owner's Telephone Number

2600 AVENIDA DE MESILLA, LAS CRUCES, NM 88005
 Property Owner's Mailing Address City State Zip Code

GILCANYZ @ Q. COM
 Property Owner's E-mail Address

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

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

Address of Proposed Work: 2600 AVENIDA DE MESILLA

Description of Proposed Work: 3' x 70' SIDEWALK

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.

\$ 400.00 Estimated Cost
GILBERT CANO Signature of Applicant CO OWNER
10/13/2022 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: _____

SCALE: 1"=30'



REVISED: OCTOBER 28, 1992
JOB #92-21

Journal

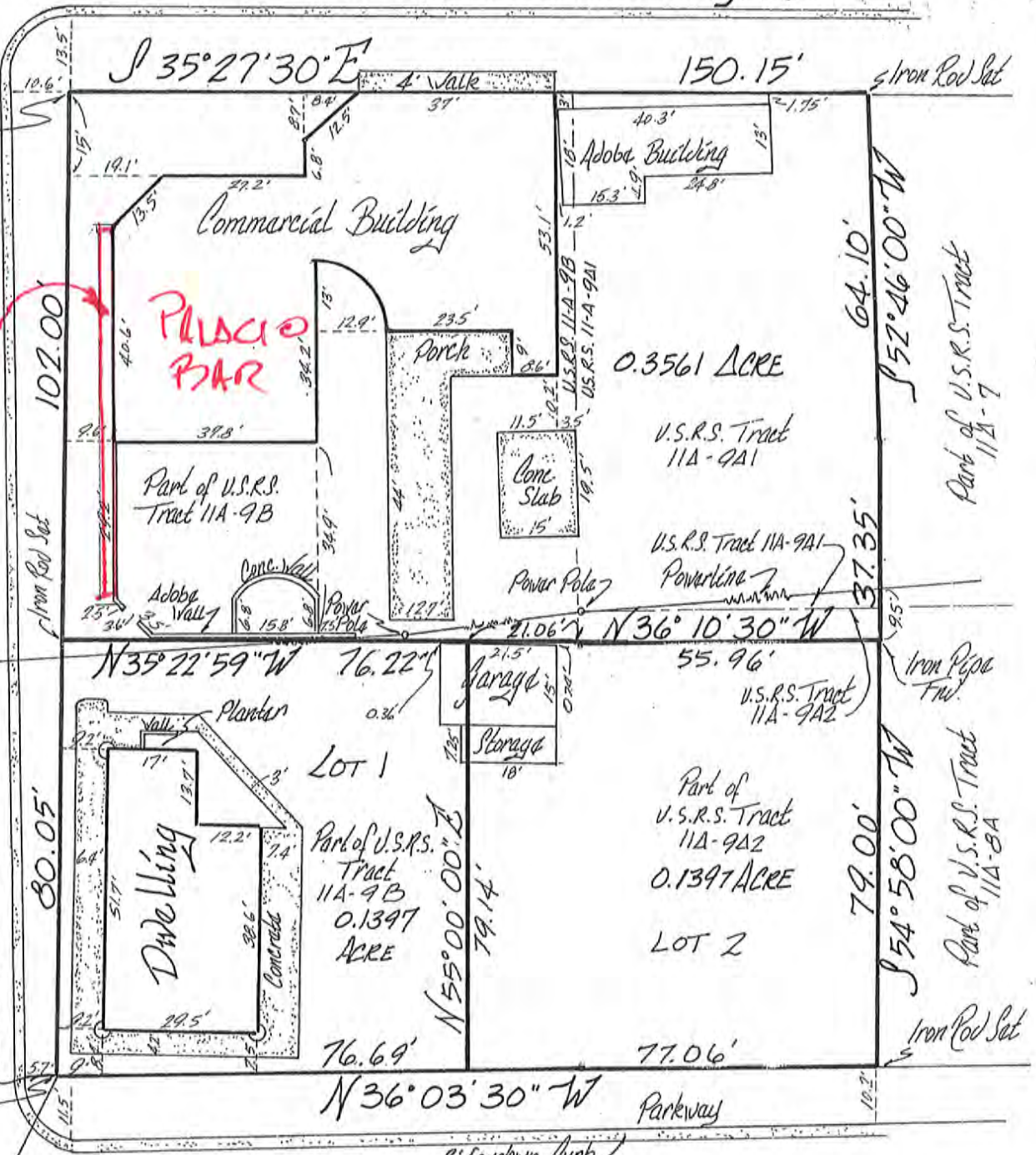
Calle De El Paso (New Mexico State Hwy. 28)

Calle De Colon

N 55° 19' 30" E

80.05'

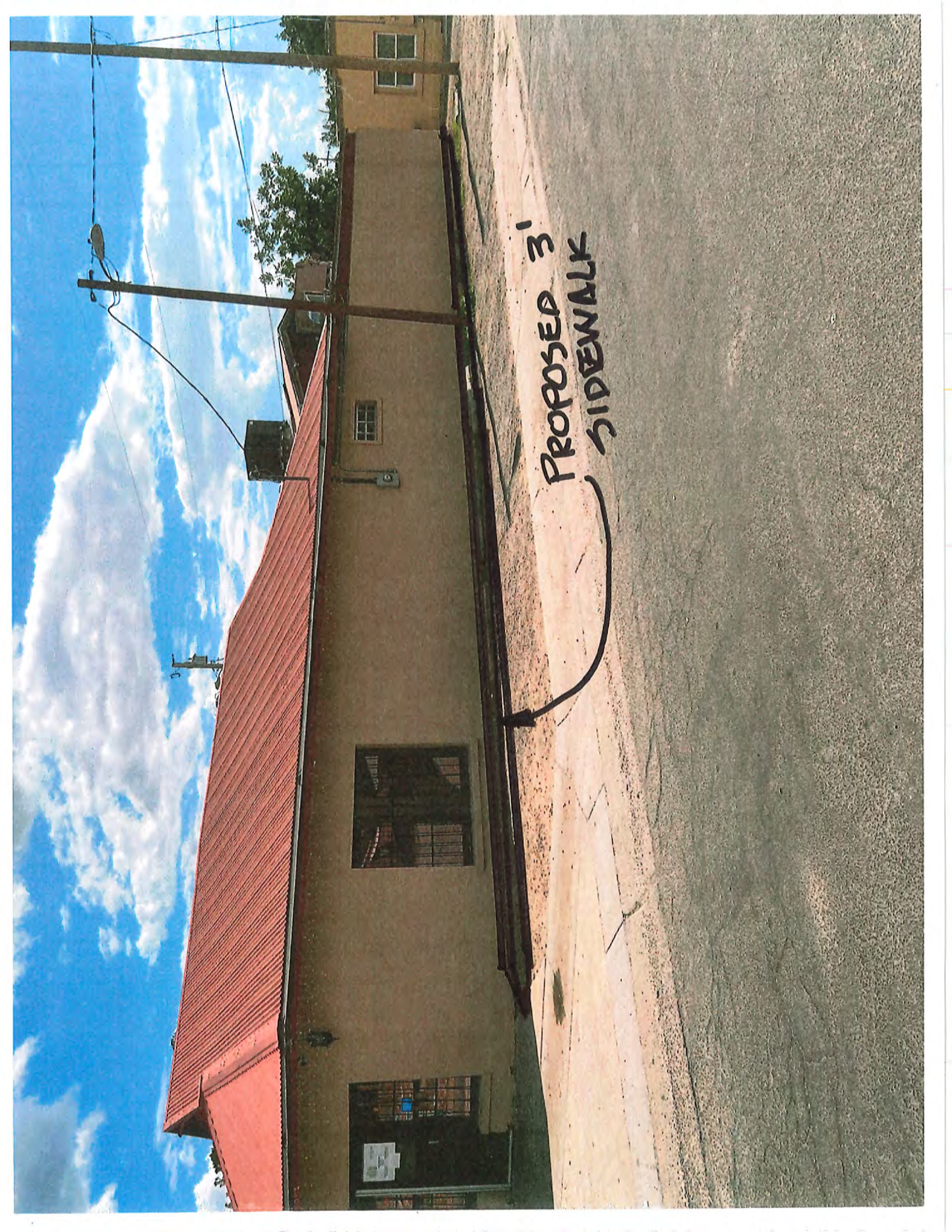
S 82° 44' 31" W
3024.01' N



Calle De San Albino

Tie to the Southwest Corner of
Sec. 25, T. 23 S., R. 1 E., N.M.P.M., U.S.R.S. Surveys

PROPOSED 3'
SIDEWALK



BOARD ACTION FORM

AGENDA DATE

PZHAC: November 21, 2022

BOT: November 28, 2022

ITEM: PZHAC Case #061483 – 2060 Calle de Parian submitted by Jerry Noe for Bader Jouda of Cannabis Tropic LLC for a projecting sign permit. **Zoned: Historical Commercial (HC)**

BACKGROUND AND ANALYSIS: The applicants propose to install business sign outside over doorways 28’’x18’’in size double sided black with green text with gold outline. This application and all supporting documents were reviewed and approved by Architectural Styles Committee. It is determined that the proposed application is acceptable ad 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) 18.65.150

SUPPORTING INFORMATION:

- Application
- Plans
- Color Rendering

PZHAC ACTION:

PZHAC approved this case 3-0. No conditions.

BOT OPTIONS:

The BOT may:

1. Approve this case with findings stated above.
2. Approve 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: 11/1/2022

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

575-639-0334
 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.)

*ATTACHMENT - (2) PAGES
 SIGN LOCATION PHOTOS & MEASUREMENTS*

For Office Use Only

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

Permit Fee: 7.00
 Date of Payment: _____
 CASE NUMBER: 061483

Tropical Dispensary Sign Permit Application

(2) Small Wood Hanging Signs -- 28 IN Width x 18 IN Height =

Sign Location – Above Each Entrance Door

Same Historic Hanging Sign Mount Attached to Exterior Wall

Each Sign Double Side

Word Text – Green W / White or Gold Text Outline

Wood Sign Finish – Dark Satin Wood Stain

Measurements:

8 FT Side Walk to Bottom of Sign

Side Walk Width 48 IN / Sign Width 28 IN

(2) Pictures Attached

(No subject)

Zianet <jnoe@zianet.com>

Mon 10/10/2022 4:07 PM

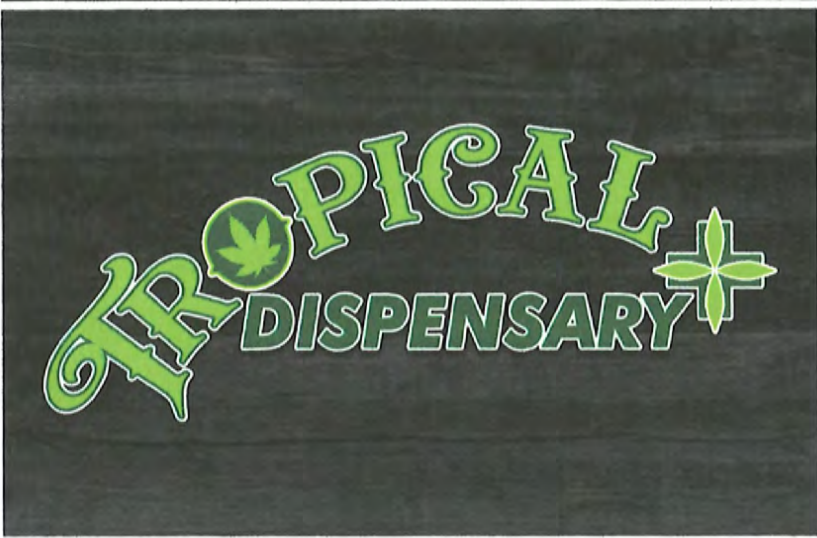
To: jerry eeisigns.com <jerry@eeisigns.com>



Sent from my iPhone

28"

18"



MOCKUP:



BOARD ACTION FORM

AGENDA DATE

PZHAC: November 21, 2022

BOT: November 28, 2022

ITEM: PZHAC Case #061486 w/conditions – 2687 Calle de Parian submitted by William McIlvaine to install a privacy fence along property boundary. **Zoned Historical Residential (HR)**

BACKGROUND AND ANALYSIS:

The applicant is proposing to install a privacy fence along the southern property boundary. This application and all supporting documents were reviewed and approved by Architectural Styles Committee. 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
- Plans
- Picture of Fence
- Site Plans

PZHAC ACTION:

PZHAC approved this case 3-0 with the conditions of removal of the existing chain link fence once the new fence is complete and obtain right of entry from adjacent neighbor, MTC 18.35.060(D).

BOT OPTIONS:

The BOT may:

1. Approve this case with findings stated above.
2. Approve this case with findings stated above and conditions.
3. Deny the application.

**TOWN OF MESILLA
APPLICATION FOR BUILDING PERMIT**

Permit Fee \$ 110.00
Review Fee \$ 19.00
Total Fee \$ 129.00

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



CASE NO. 061486 **ZONE:** HR **CODE:** AC **APPLICATION DATE:** 10-20-22

WILLIAM MCLIVANE 310 990 9896
Name of Property Owner Property Owner's Telephone Number

PO Box 360 MESILLA NM 88046
Property Owner's Mailing Address City State Zip Code

WBMCLIVANE@MAC.COM
Property Owner's E-mail Address

GONZALES LANDSCAPING
Contractor's Name & Address (if none, indicate Self)

575 680 0447 367631
Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number

2687 CALLE DE PARIAN
Address of Proposed Work:

INSTALL PRIVACY FENCE ALONG SOUTHERN PROPERTY BOUNDARY. SEE ATTACHED LETTER FOR DETAILS
Description of Proposed Work:

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.

\$ 5500 W. McIvane 20 Oct 2022
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: _____

William & Stephan McIlvaine

2687 Calle de Parian
Mesilla New Mexico 88046
United States
(310) 990-9896
wbmcilvaine@mac.com

October 20, 2022

Application for Building Permit

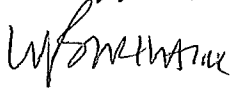
2687 Calle de Parian

Gonzales Landscaping will install a privacy fence along the southern border of our property interior to the existing chain link fence. The fence will be 124' long and made of 6' x 8' wood panels supported by 2 x 6 x 10 foot rails on 4 x 4 foot posts secured in concrete.

The panels will be stained with Behr Premium waterproofing stain and sealer in Cordovan Brown to match the existing uprights, fascia and soffits on the building.

The estimated cost of the project including labor is \$5500.00

Sincerely yours,



William B. McIlvaine



PLAT OF SURVEY

A 0.910 ACRE TRACT OF LAND SITUATE WITHIN SECTION 36, T.23S, R.1E., N.M.P.M. OF THE U.S.S. SURVEYS, BEING U.S.R.S. TRACTS 11A-208A, 11A-208A2 AND 11A-209 TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO

LEGEND

- FOUND MONUMENT - AS NOTED
- ⊙ SET 1/2" IRON ROD WITH CAP NO. 22648

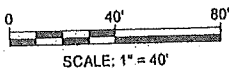
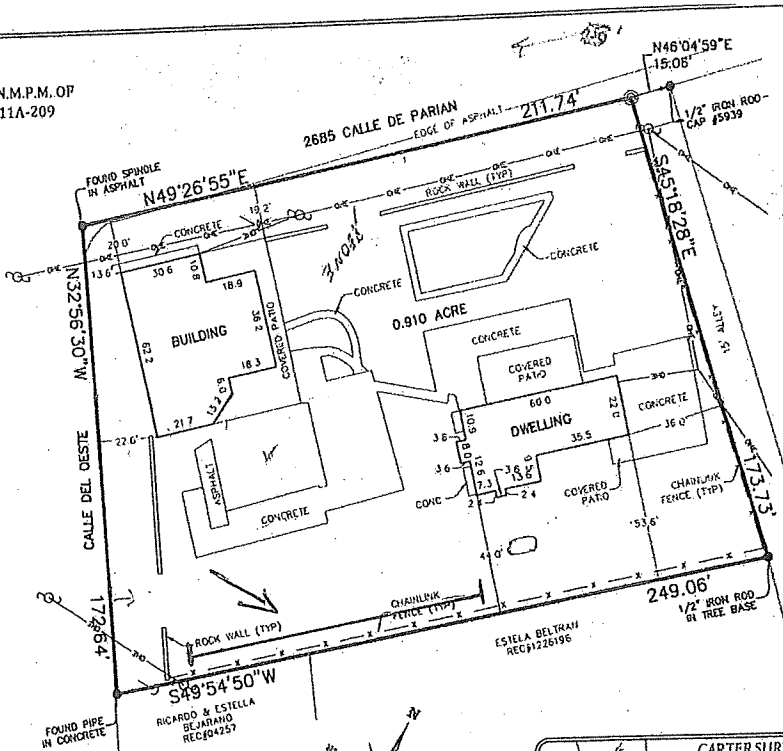
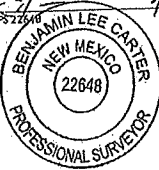
NOTES:

1. BASIS OF BEARING IS BETWEEN MONUMENTS FOUND ALONG THE WEST LINE OF THIS TRACT AS SHOWN (N32°56'30"W).
2. MEASURED BEARINGS AND DISTANCES MATCH RECORD INFORMATION.
3. THIS PARCEL(S) OF LAND IS IN FLOOD ZONE "X" OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS (FIRM 35013C1093) DATED 7/6/2016.

SURVEYOR'S CERTIFICATION

I, BENJAMIN L. CARTER, A NEW MEXICO PROFESSIONAL SURVEYOR, CERTIFY THAT THIS SURVEY PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR 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. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED BY THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

B. L. Carter
 BENJAMIN L. CARTER, PS 22648 3/13/18



	CARTER SURVEYING AND MAPPING	
	3267 Vitor Drive Las Cruces, New Mexico 88011	
	Phone (505) 719-2658	
	Carter.Surveying@qnet.net	
PROJECT NAME:		
USRS TRACTS 11A-208A, 11A-208A2 & 11A-209		
2685 CALLE DE PARIAN		
DATE: 3/13/2018	PROJECT NUMBER: 18133	SHEET 1 OF 1

OLD MESILLA FARMS
 A 0.910 ACRE REPLAT OF U.S.R.S. TRACTS 11A-209A, 11A-209B AND 11A-209
 LOCATED IN WITHIN SECTION 36, T.23S., R.1E., N.M.P.M. OF THE U.S.R.S. SURVEYS
 TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO
 JUNE 2, 2021

DEDICATION
 THE STATE OF NEW MEXICO HEREBY RECEIVES AS THE PUBLIC TRUST AND FOR THE USE OF THE PEOPLE THE LANDS DESCRIBED IN THIS DEED.

THE STATE OF NEW MEXICO HEREBY RECEIVES AS THE PUBLIC TRUST AND FOR THE USE OF THE PEOPLE THE LANDS DESCRIBED IN THIS DEED.

A REDEVELOPMENT PLAN WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO, ON MARCH 15, 2021, AS SET FORTH IN THE ATTACHED RESOLUTIONS AND ORDINANCES.

THE STATE OF NEW MEXICO HEREBY RECEIVES AS THE PUBLIC TRUST AND FOR THE USE OF THE PEOPLE THE LANDS DESCRIBED IN THIS DEED.

THE STATE OF NEW MEXICO HEREBY RECEIVES AS THE PUBLIC TRUST AND FOR THE USE OF THE PEOPLE THE LANDS DESCRIBED IN THIS DEED.

BY: B. J. Gil COUNTY CLERK
 My Commission Expires: 4/29/23

OFFICIAL SEAL
 PRESIDENT OF THE COUNTY COMMISSIONERS
 DOÑA ANA COUNTY, NEW MEXICO
 My Commission Expires: 4/29/23

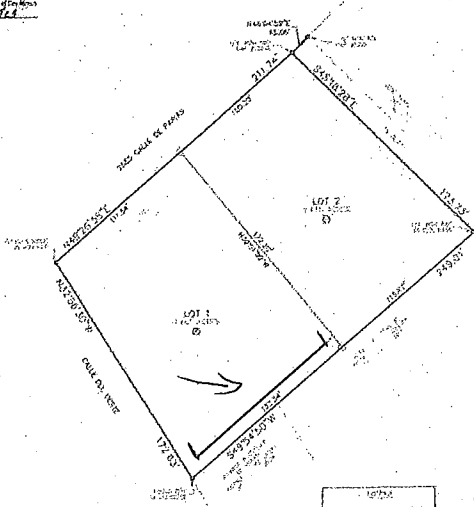
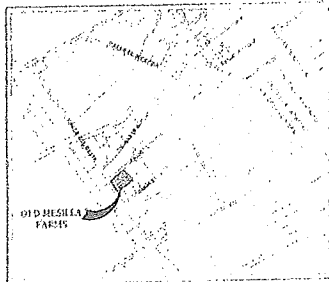
BY: 5839 REGISTRAR 2130660
 My Commission Expires: 7/25/21

BY: Elba COUNTY CLERK
 My Commission Expires: 7/25/21

DOÑA ANA COUNTY CLERK
 My Commission Expires: 7/25/21

BY: B. J. Gil COUNTY CLERK
 My Commission Expires: 4/29/23

DOÑA ANA COUNTY CLERK
 My Commission Expires: 7/25/21



BY: ... COUNTY CLERK
 My Commission Expires: 9/16/21

BY: ... COUNTY CLERK
 My Commission Expires: 9/16/21

BY: ... COUNTY CLERK
 My Commission Expires: 9/16/21

BY: ... COUNTY CLERK
 My Commission Expires: 9/16/21

CARTER SURVEYING AND MAPPING
 2111 1/2 North 3rd Street, Suite 101
 Mesilla Park, NM 88048
 Phone: 505.833.1111
 Fax: 505.833.1112
 www.cartersurveying.com

BOARD ACTION FORM

AGENDA DATE

PZHAC: November 21, 2022

BOT: November 28, 2022

ITEM: PZHAC Case #061487 w/conditions – 2685 Calle de Parian submitted by William McIlvaine to install a privacy fence along the property boundary. **Zoned Historical Residential (HR)**

BACKGROUND AND ANALYSIS:

The applicant is proposing to install a privacy fence along the property boundary. This application and all supporting documents were reviewed and approved by Architectural Styles Committee. 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
- Plans
- Picture of Fence
- Site Plans

PZHAC ACTION:

PZHAC approved this case 3-0 with the conditions of removal of the existing chain link fence once the new fence is complete and obtain right of entry from adjacent neighbor, MTC 18.35.060(D).

BOT OPTIONS:

The BOT may:

1. Approve this case with findings stated above.
2. Approve this case with findings stated above and conditions.
3. Deny the application.

**TOWN OF MESILLA
APPLICATION FOR BUILDING PERMIT**

Permit Fee \$ 110.00
 Review Fee \$ 19.00
 Total Fee \$ 129.00

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

CASE NO. 061487 ZONE: HR CODE: AC APPLICATION DATE: 10-20-22

WILLIAM MCILVAINE 310 990 9896
 Name of Property Owner Property Owner's Telephone Number
PO Box 360 MESILLA NM 88046
 Property Owner's Mailing Address City State Zip Code
WBMCILVAINE@MAC.COM
 Property Owner's E-mail Address
GONZALES LANDSCAPING
 Contractor's Name & Address (If none, indicate Self)
575 680 0447 367631
 Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number

Address of Proposed Work: 2685 CALLE DE PARLAN
 Description of Proposed Work: INSTALL PRIVACY FENCE ALONG PROPERTY BOUNDARY - SEE ATTACHED LETTER

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.

\$5000.00 Wm McIlvaine 20 OCT 2022
 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: _____

William & Stephan McIlvaine

2685 Calle de Parian
Mesilla, NM 88046
(310) 990-9896
wbmcilvaine@mac.com

October 20, 2022

Application for Building Permit

2685 Calle de Parian

Gonzales Landscaping will install a privacy fence along the southern border of our property interior to the existing chain link fence. The fence will be 115' long and made of 6' x 8' wood panels supported by 2 x 6 x 10 foot rails on 4 x 4 foot posts secured in concrete.

The panels will be stained with Behr Premium waterproofing stain and sealer in Cordovan Brown to match the existing uprights, fascia and soffits on the building.

The estimated cost of the project including labor is \$5000.00

Sincerely yours,

William B. McIlvaine



PLAT OF SURVEY

A 0.910 ACRE TRACT OF LAND SITUATE WITHIN SECTION 36, T.23S, R.1E., N.M.P.M. OF THE U.S.S. SURVEYS, BEING U.S.R.S. TRACTS 11A-208A, 11A-208A2 AND 11A-209 TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO

LEGEND	
○	FOUND MONUMENT - AS NOTED
⊙	SET 1/2" IRON ROD WITH CAP NO. 22648

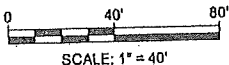
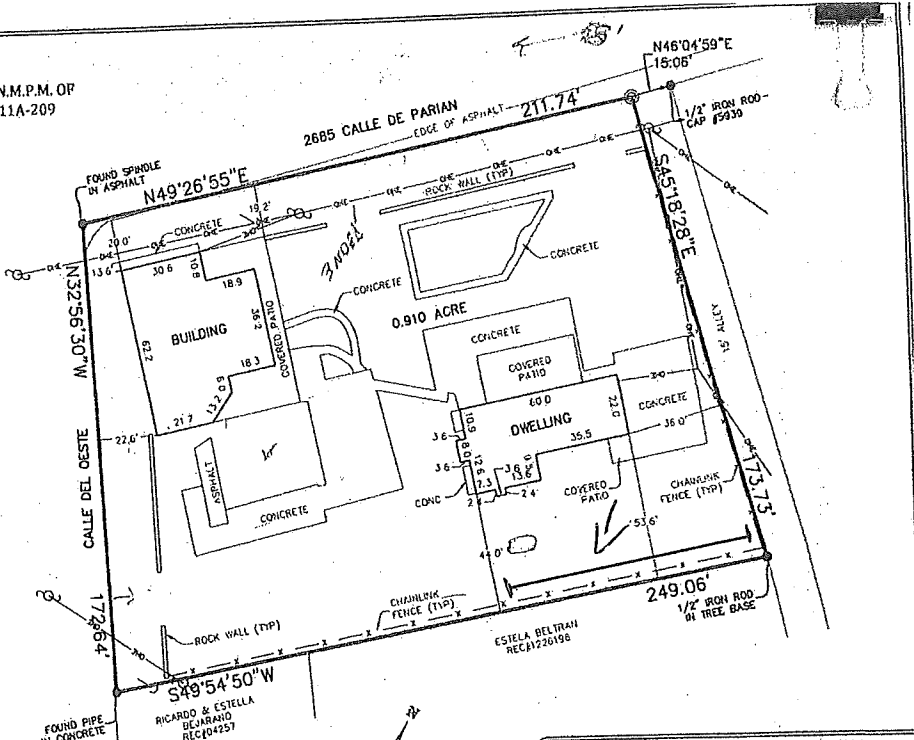
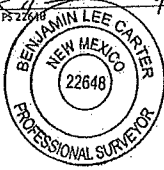
NOTES:

1. BASIS OF BEARING IS BETWEEN MONUMENTS FOUND ALONG THE WEST LINE OF THIS TRACT AS SHOWN (N32°56'30"W).
2. MEASURED BEARINGS AND DISTANCES MATCH RECORD INFORMATION.
3. THIS PARCEL(S) OF LAND IS IN FLOOD ZONE "X" OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS (FIRM 35013C1093) DATED 7/6/2016.

SURVEYOR'S CERTIFICATION

I, BENJAMIN L. CARTER, A NEW MEXICO PROFESSIONAL SURVEYOR, CERTIFY THAT THIS SURVEY PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR 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. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED BY THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

B. L. Carter
 BENJAMIN L. CARTER, PS 22648
 3/13/18



		CARTER SURVEYING AND MAPPING	
		3207 View Drive Las Cruces, New Mexico 88911 Phone (575) 313-2638 Carter.Surveying@earthlink.net	
DATE: 3/12/2018		PROJECT NUMBER: 18133	
PROJECT NAME: USRS TRACTS 11A-208A, 11A-208A2 & 11A-209 2685 CALLE DE PARIAN		SHEET 1 OF 1	

OLD MESILLA FARMS

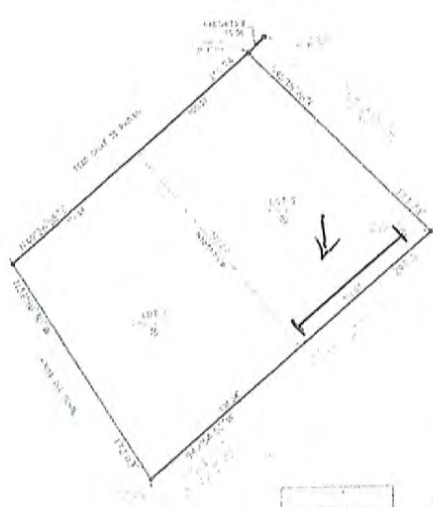
A 0.916 ACRE REPLAT OF U.S.B.S. TRACTS 11A 209A, 11A 209B AND 11A 209
 LOCATED IN WITHIN SECTION 36, T 25, R 1E, N MP34 OF THE U.S.B.S. SURVEYS
 TOWN OF MESILLA, DORA ANA COUNTY, NEW MEXICO
 JUNE 2, 2021

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS
 DORA ANA COUNTY, NEW MEXICO
 I, COUNTY CLERK, DO HEREBY CERTIFY THAT THE FORGECOME AND THE SIGNATURES OF THE APPLICANT ARE TRUE AND CORRECT.
 My Commission Expires: 9/30/21
 E. J. [Signature]
 COUNTY CLERK
 DORA ANA COUNTY, NEW MEXICO

5839 230680

23 Sept. 24 9:23 715
 El Ba

E. J. [Signature] 8/24/21



8/30/21
 9/20/21
 9/20/21
 9/20/21
 9/20/21
 9/20/21
 9/20/21
 9/20/21



BOARD ACTION FORM

AGENDA DATE

PZHAC: November 21, 2022

BOT: November 28, 2022

PZHAC Case #061489 - 2380 Calle Principal/2210 Calle de Parian (Thunderbird) to replace 4 rolled windows and 2 rotted doors on the backside of the building. Windows will match existing windows and doors will match existing metal doors. **Zoned: Historical Commercial (HC)**

BACKGROUND AND ANALYSIS: The Mayor met with the applicants, and it is determined that the proposed application is acceptable and meets all applicable Town codes, the application should continue based on findings stated below.

MUNICIPAL TOWN CODE:

This application falls under the ordinance MTC Chapter(s) 18.40.030.

SUPPORTING INFORMATION:

- Application
- Plot plan
- Assessment Information
- Pictures
- Customer Quote
- Window and Door Specs

PZHAC ACTION:

PZHAC approved this case 3-0. No conditions.

BOT OPTIONS:

The BOT may:

1. Approve this case with findings stated above.
2. Approve this case with findings stated above and conditions.
3. Deny the application.

TOWN OF MESILLA
APPLICATION FOR BUILDING PERMIT

Permit Fee \$ 180⁰⁰
 Review Fee \$ 30⁰⁰
 Total Fee \$ 210⁰⁰

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

CASE NO. 061489 ZONE: HC CODE: _____ APPLICATION DATE: _____

TIBURCIO R. FRIETZE, LLC 575-649-6916 OR 915-313-1973
 Name of Property Owner Property Owner's Telephone Number
PO BOX 358 MESILLA PARK, NM 88047
 Property Owner's Mailing Address City State Zip Code
eardtmanagementllc@gmail.com OR dnkinvest@comcast.net
 Property Owner's E-mail Address
Building Pros, PO Box 493, Fairacres, NM 88033-0493
 Contractor's Name & Address (If none, indicate Self)
575-642-5231 85-0476799 82681
 Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number
 Address of Proposed Work: 2380 Calle Principal/2210 Calle de Brian (Thunderbird)
 Description of Proposed Work: Replace 4 rotted windows and 2 rotted doors on the backside of the building. Windows will match existing windows + doors will match existing metal doors.

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. n/a Foundation plan with details.
4. n/a Floor plan showing rooms, their uses, and dimensions.
5. n/a Cross section of walls.
6. n/a Roof and floor framing plan.
7. Proof of legal access to the property.
8. n/a Drainage plan.
9. Details of architectural style and color scheme (checklist included for Historical zones) – diagrams and elevations.
10. n/a 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.

\$12,200 Dereasa-U-A Sanchez 10/31/22
 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

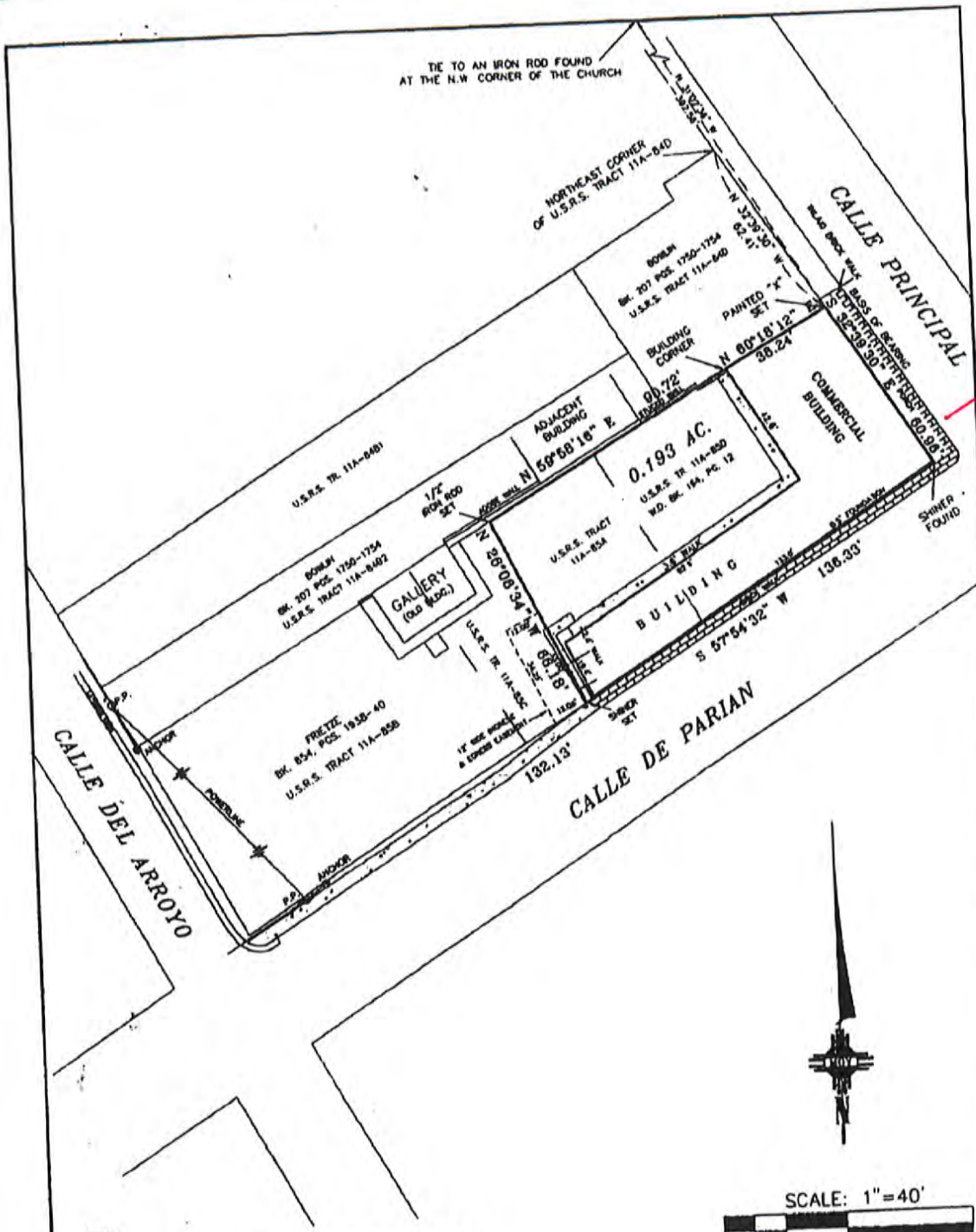
PZHAC Administrative Approval Approved Date: _____
 Approved Date: _____ Disapproved Date: _____
 Disapproved Date: _____ Approved with Conditions
 Approved with conditions

BOT Approved Date: _____
 Disapproved Date: _____
 Approved with Conditions

PZHAC APPROVAL REQUIRED: ___ YES ___ NO BOT APPROVAL REQUIRED: ___ YES ___ NO
 CID PERMIT/INSPECTION REQUIRED: ___ YES ___ NO ___ SEE CONDITIONS

CONDITIONS: _____

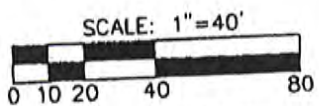
PERMISSION ISSUED / DENIED BY: _____ ISSUE DATE: _____



Legal access to property

NOTES:

FLOOD ZONE "X": AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN, IN MAP NO. 35013C0033 E, EFFECTIVE SEPTEMBER 27, 1991. THIS SURVEY MAKES NO GUARANTEES AS TO THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.
 INFORMATION IN THE PREPARATION OF THIS PLAT DERIVES FROM WARRANTY DEED FILED AUGUST 13, 2002, IN BOOK 854, PAGES 1738-1740 DONA ANA COUNTY RECORDS.



"INDEXING INFORMATION FOR COUNTY CLERK"
 PROPERTY OWNER: SANCHEZ
 PROPERTY LOCATION: TOWN OF MESILLA
 COUNTY PARCEL ID #04-01188



PLAT OF SURVEY
SHOWING THE LOCATION OF IMPROVEMENTS
ON A 0.193 ACRE TRACT
IN SECTION 25, T.23S., R.1E., N.M.P.M.
OF THE U.S.R.S. SURVEYS
BEING U.S.R.S. TRACT 11A-85D,
AND PART OF U.S.R.S. TRACT 11A-85D
TOWN OF MESILLA
DONA ANA COUNTY, NEW MEXICO

I, HENRY MAGALLANEZ, A NEW MEXICO PROFESSIONAL SURVEYOR CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR 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 Magallanez
 HENRY MAGALLANEZ SURVEYOR 18078

MOY SURVEYING INC.
 414 N. DOWNTOWN MALL
 LAS CRUCES, NEW MEXICO
 88001
 PHONE: (575) 525-9683
 FAX: (575) 524-3238

JOB NO. 13-0138U
 DRAWN BY JUAN GARCIA
 FIELD BY KENNY/PETE/VICTOR
 DATE 4/25/13 SCALE: 1"=40'

- [Account Search](#)
- [View Created Report\(s\)](#)
- [Help?](#)
- [Logout Public](#)

Account: R0401188 *Mill Levy does not include Special District Rates such as: Lower Rio Grande Flood Levy, Hueco Levy, Mclead Watershed Levy, Caballo Soil and Water Conservation Levy, and La Union Watershed Levy.

<-Prev 36 of 46 Results Next->

Location

Situs Address CALLE DE PARIAN
 CALLE DE PRINCIPAL
 Deed Holder
 Tax Area 2DIN_NR - 2DIN_NR
 Parcel Number 4-006-137-224-464
 Legal Summary Subd: FRIETZE TRACTS
 (BK 19 PG 123 - 9815662) Lot: PC B S: 25 T:
 23S R: 1E
Neighborhood S11 - MESILLA

Owner Information

Owner Name TIBURCIO R FRIETZE LLC
 Owner Address PO BOX 358
 MESILLA PARK, NM 88047

Assessment History

Actual (2022) \$238,913
 Primary Taxable \$79,638
 Tax Area: 2DIN_NR Mill Levy:
 27.759000
Type Actual Assessed SQFT
 Non-Residential Land \$57,900 \$19,300 8276.000
 Non-Residential Improvement \$181,013 \$60,338 4013.000

Transfers

Record Sequence	Reception Number	Book Page	Sale Date	Grantor	Grantee	Doc Type	Parcel Number
6	1730027		12/12/2017	SANCHEZ, ERIC L	TIBURCIO R FRIETZE LLC	A3	4006137224464
5	1720530		08/25/2017	SANCHEZ, TERESA V	SANCHEZ, ERIC L	A3	4006137224464
4	9818464		07/01/1998	FRIETZE, TIBURCIO	SANCHEZ, TERESA V ETAL SANCHEZ, ERIC L ETAL	A1	4006137224464
3	9827712		10/28/1998	FRIETZE, TIBURCIO R	FRIETZE, TIBURCIO R-TRSTE-ETAL TIBURCIO R FRIETZE TRUST ETAL	A1	4006137021459
2	BK 164 PG 12					Conversion	4006137224464
1	BK 146 PG 122					Conversion	4006137224464

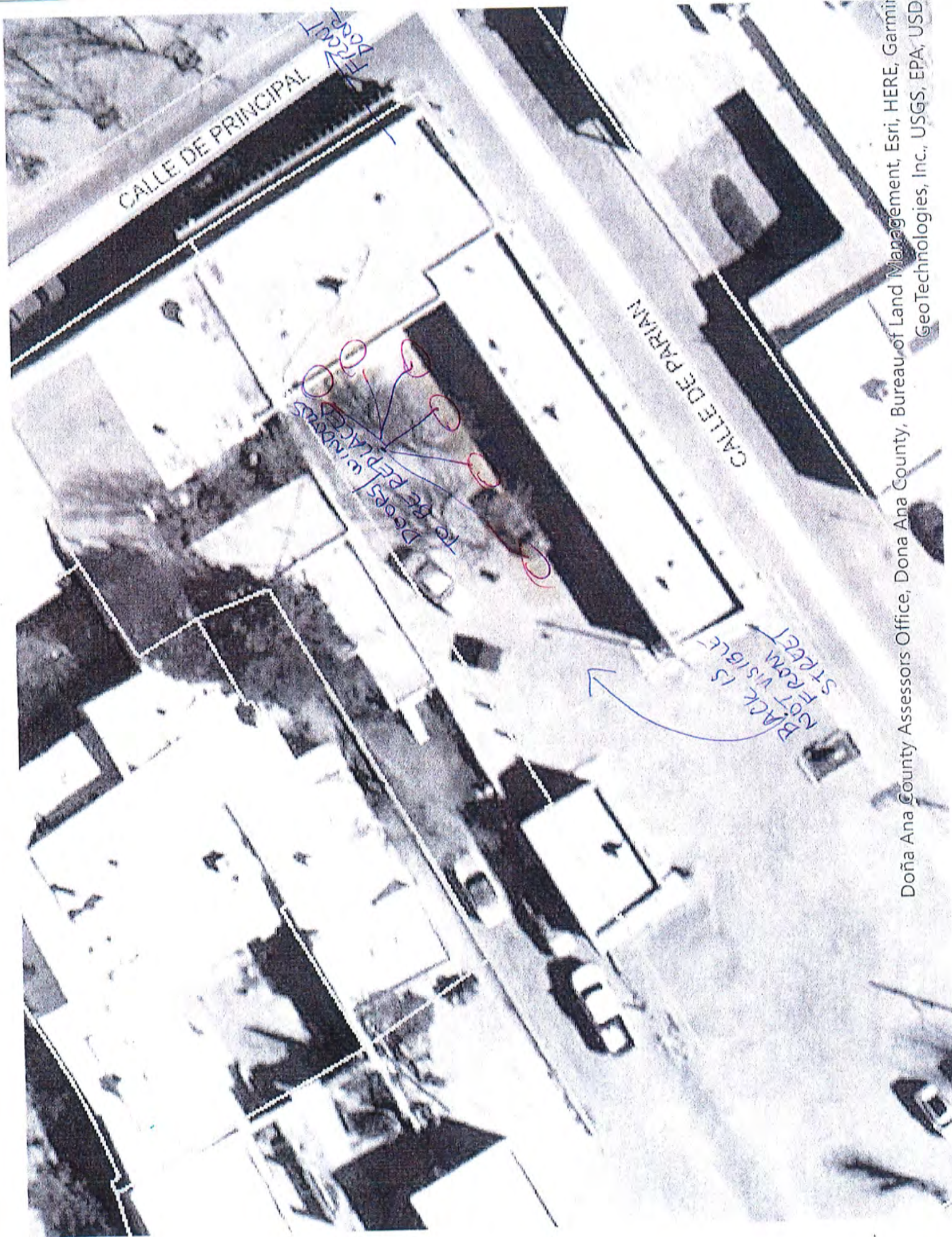
Images

Tax Year

Taxes

2022 \$2,313.40
 2021 \$2,312.00

- [Photo](#)
- [Sketch](#)
- [GIS](#)

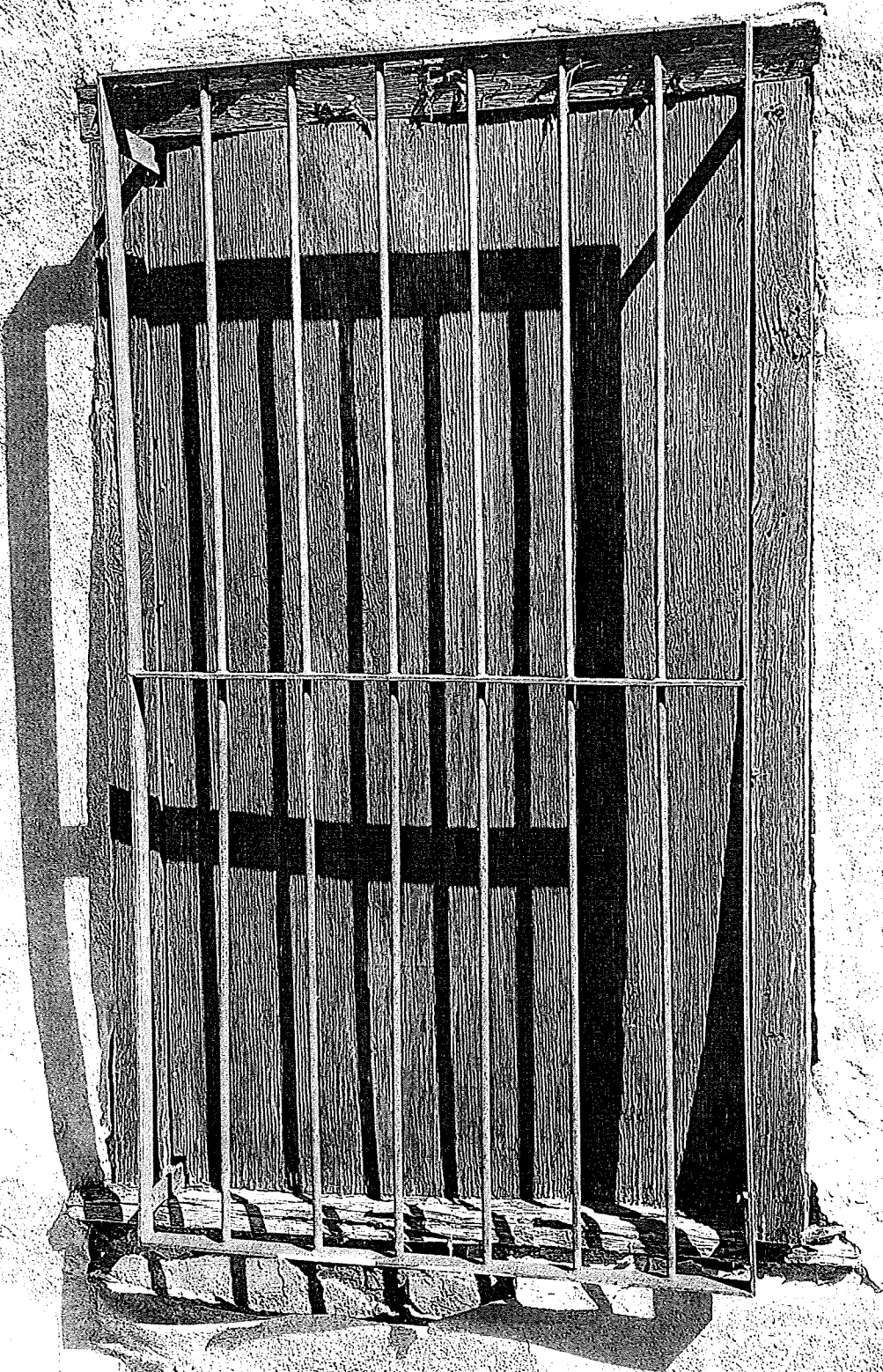


Doña Ana County Assessors Office, Dona Ana County, Bureau of Land Management, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, USD,



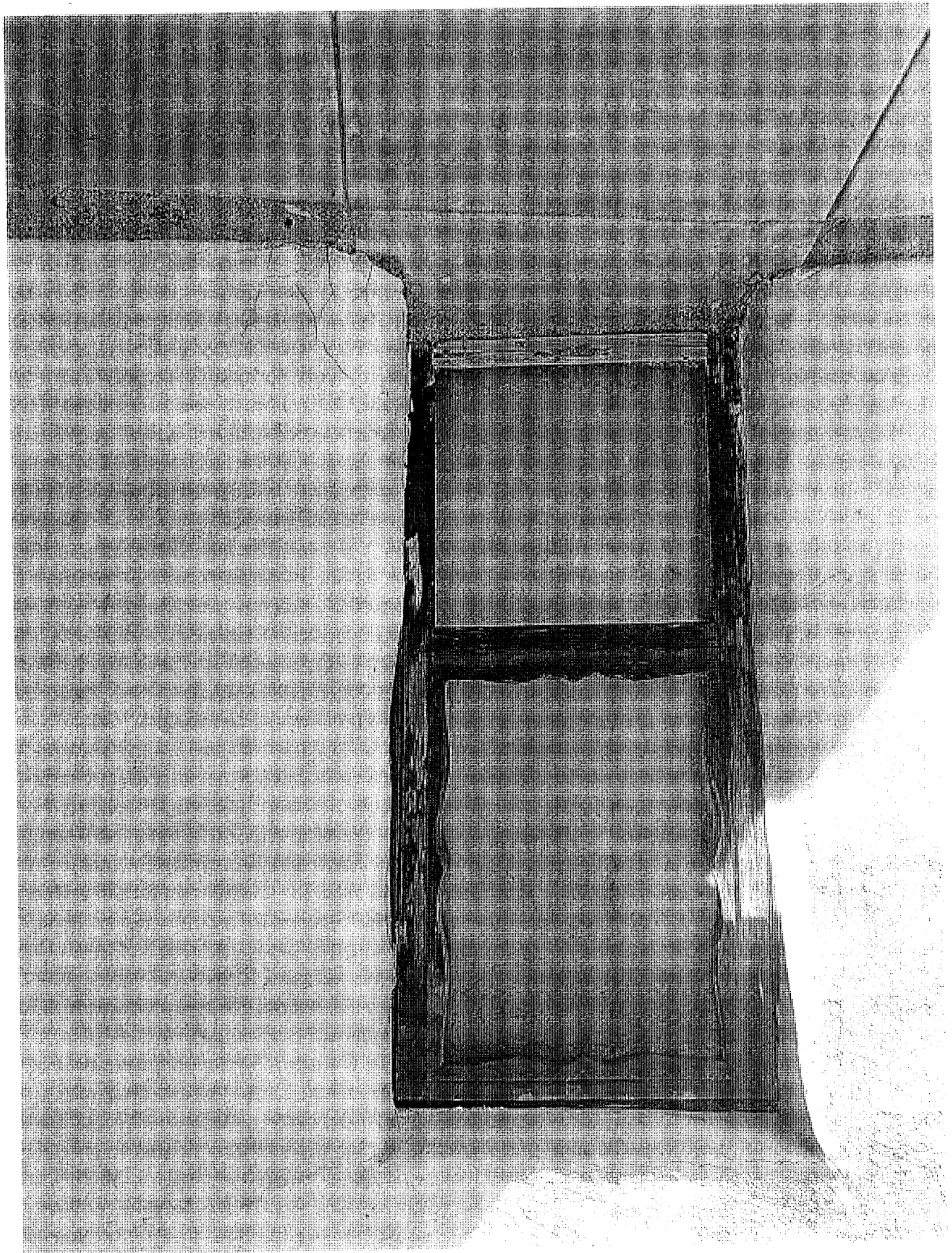


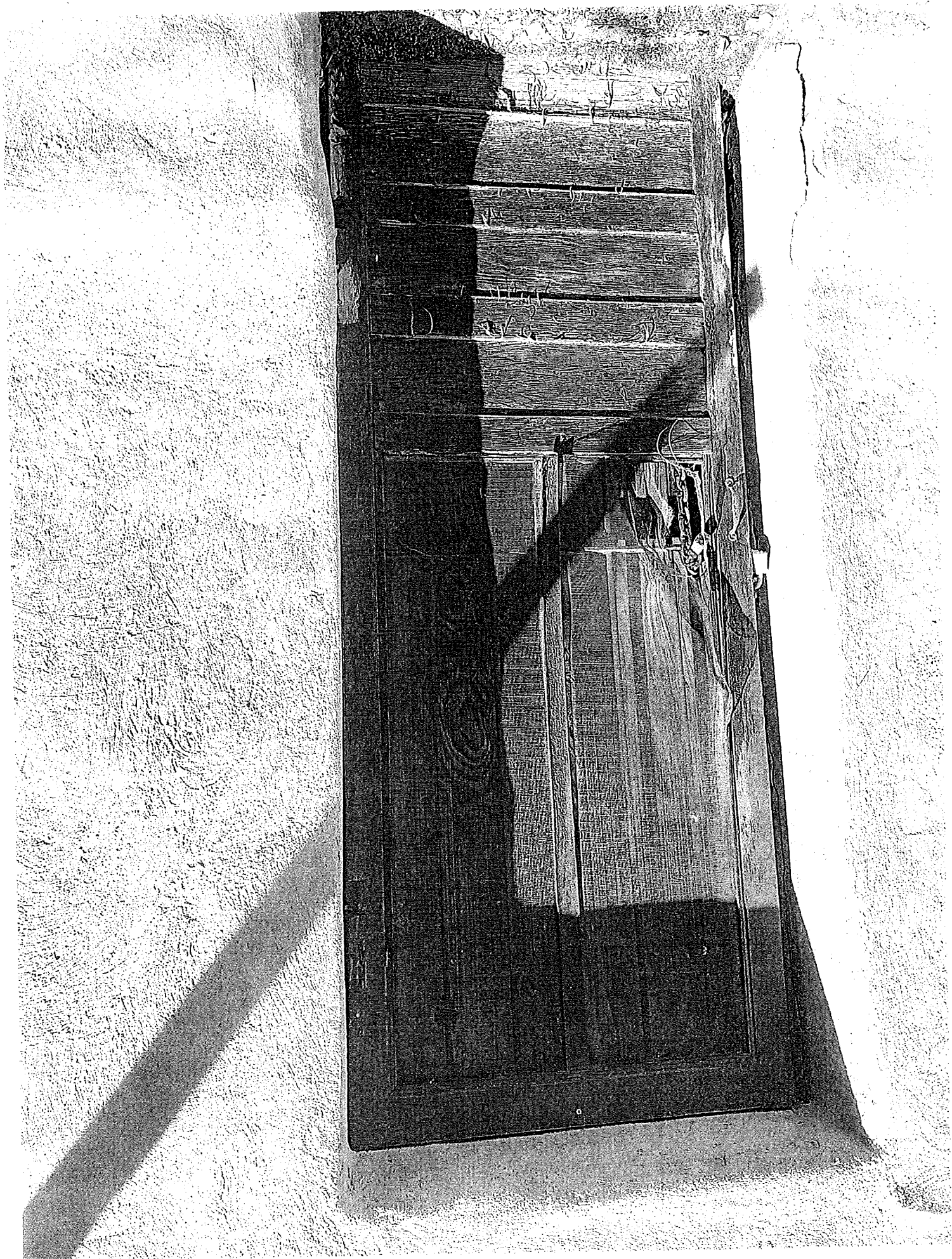






New
Doors will
match this
existing door.





BUILDING PROS
 PO BOX 493
 FAIRACRES, NM 88033-0493
 PHONE: 575-642-5231

Estimate

DATE	ESTIMATE #
10/16/2022	118

BILL TO
E & T Management LLC. P.O. Box 358 Mesilla Park, NM 88047

P.O. NUMBER
N/A

The Thunderbird:

ITEM	DESCRIPTION	AMOUNT
Windows	(4) Windows	3,600.00T
Materials	Wood, nails, screws, caulk and foam.	1,200.00T
Labor Only	Labor	4,000.00T
Doors	Remove and install 2 new metal screen doors.	800.00T
Labor Only	Labor	1,350.00T
Trash Hall	Trash hall	250.00T

Thank you for your business!

Subtotal	11,200.00
8.315% Tax	931.28
Total	12,131.28
Balance Due	12,131.28



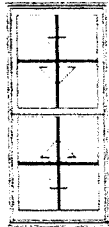
Ruben Duran
 2355 Nevada Ave 575-528-1870
 Las Cruces NM
 88001

QUOTE BY : Ruben Duran QUOTE # : JW220800Q7M - Version 0
 SOLD TO : BUILDING PRO'S SHIP TO :
 RAWSON BUILDERS SUPPLY
 NM
 PO# : PROJECT NAME: BUILDING PRO'S
 Ship Via : Ground REFERENCE : MANNY QUINTANA 575-642-5321

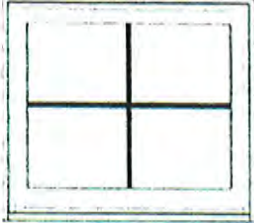

U-Factor Weighted Average: 0.32

SHGC Weighted Average: 0.19

LINE	LOCATION SIZE INFO	BOOK CODE DESCRIPTION	NET UNIT PRICE	QTY	EXTENDED PRICE
Line 1	Rough Opening : 28 3/4 X 60 3/4	Frame Size : 28 X 60 Sitrine <u>Clad Double Hung. Auralast Pine.</u> <u>Chestnut Bronze Exterior.</u> <u>Natural Interior.</u> No Drip Cap No Nail Fin. <u>4 9/16 Jamb.</u> Standard Double Hung. Tan Jambliner. Concealed Jambliner Chestnut Bronze Hardware. US National-WDMA/ASTM. PG 35. Insulated SunResist Annealed Glass. Protective Film. Black Spacer. High Altitude. Traditional Glz Bd. <u>5.8" Flat GBG Chestnut Bronze Grid. Colonial All Lite(s) 2 Wide 2 High</u> Top. 2 Wide 2 High Btm. BetterVue Mesh Chestnut Bronze Screen. Half Screen. *Custom-Width*. IGThick=0.698(3/32 / 3/32). (Note: Color Tone Of Grille May Vary As A Result Of Glass Option).(To Calculate True Window or Patio Door Depth Add 1-1 4" To Specified Jamb Width). Clear Opening:24.2w. 26.4h. 4.4 sf U-Factor: 0.33. SHGC: 0.18. VLT: 0.42. Energy Rating: 8.00. CR: 57.00. CPD: JEL-N-880-03851-00001 PEV 2022.2.0.3871 PDV 6.642 (06 13/22)NW Add for screen	535.66	2	\$71.32
			S963.86		\$1,927.72



Viewed from Exterior. Scale: 1 2" = 1'

LINE	LOCATION SIZE INFO	BOOK CODE DESCRIPTION	NET UNIT PRICE	QTY	EXTENDED PRICE
Line 2	Rough Opening : 32 3/4 X 28 3/4	Frame Size : 32 X 28 Sitrine Double Hung Product. Sash Back (Picture) Clad Fixed Auralast Pine, <u>Chestnut Bronze Exterior,</u> <u>Natural Interior,</u> No Drip Cap No Nail Fin, 4 9/16 Jamb, US National-WDMA ASTM. PG 35. Insulated SunResist Annealed Glass, Protective Film, Black Spacer. High Altitude. Traditional Glz Bd. 5/8" Flat GBG Chestnut Bronze Grid, Colonial 2 Wide 2 High *Custom-Width*. *Custom-Height*. IGThick=0.698(3/32 / 3/32). (Note: Color Tone Of Grille May Vary As A Result Of Glass Option).(To Calculate True Window or Patio Door Depth Add 1-1/4" To Specified Jamb Width). U-Factor: 0.30. SHGC: 0.19. VLT: 0.44. Energy Rating: 13.00. CR: 60.00. CPD: JEL-N-883-05755-00001 PEV 2022.2.0.3871 PDV 6.642 (06/13/22)NW	\$819.17	1	\$819.17
	 Viewed from Exterior. Scale: 1/2" = 1'				
Line 3	Rough Opening : 21 3/4 X 46 3/4	Frame Size : 21 X 46 Sitrine Double Hung Product. Sash Back (Picture) Clad Fixed Auralast Pine, <u>Chestnut Bronze Exterior,</u> <u>Natural Interior.</u> No Drip Cap/No Nail Fin. 4 9/16 Jamb. US National-WDMA ASTM. PG 35. Insulated SunResist Annealed Glass. Protective Film. Black Spacer. High Altitude. Traditional Glz Bd. *Custom-Width*. *Custom-Height*. IGThick=0.698(3/32 / 3/32).(To Calculate True Window or Patio Door Depth Add 1-1/4" To Specified Jamb Width). U-Factor: 0.30. SHGC: 0.21. VLT: 0.49. Energy Rating: 15.00. CR: 60.00. CPD: JEL-N-883-05740-00001 PEV 2022.2.0.3871 PDV 6.642 (06/13/22)NW	\$776.92	1	\$776.92
	 Viewed from Exterior. Scale: 1/2" = 1'				
			Total:		\$3,595.13
			Total Units:	4	

Auralast: Protect yourself when you choose JELD-WEN AuraLast pine products backed by a limited lifetime warranty against wood rot and termite damage.

16-20
week lead time

Tax Not Included

Best Seller

4.3k

Unique Home Designs

36 in. x 80 in. Su Casa Black Surface Mount Outswing Steel Security Door with Expanded Metal Screen



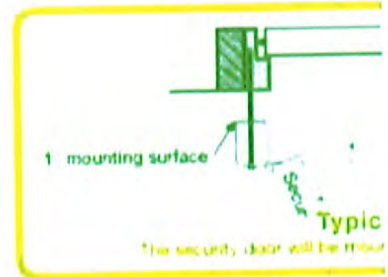
★ ★ (979) ✓



UNIQUE DOOR MOUNT

The security door will require a minimum 1" of the entry door mounting

SURFACE



\$156⁰⁰

BOARD ACTION FORM

ITEM:

PWD requests permission to enter into an agreement with Molzen Corbin for the Design Services for Calle de Picacho Utility Improvements.

BACKGROUND:

Engineering fee proposal in the amount of \$26,250.00 (excluding GRT's) for utility engineering and construction administration services for Calle de Picacho Utility Improvements.

SUPPORTING INFORMATION:

Calle de Picacho Utility Loan Agreement / Resolution approved by BOT November 14, 2022

BOT OPTIONS:

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

MOLZENCORBIN

November 8, 2022

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

**Re: Professional Engineering Services Proposal for Design Phase Services for Utility Improvements– Calle de Picacho Utilitties
Funding: CWSRF**

Dear Mr. McGillivray:

Molzen Corbin is pleased to provide this proposal for the design of the above referenced project. This Professional Design Service is in accordance with our *Agreement for Professional Engineering and Architectural Services* dated June 12, 2020, and all terms and conditions of that contract shall apply.

SCOPE

This project consists of designing the water and sewer utility reconstruction of Calle de Picacho beginning at Calle del Norte and extending to Calle de Parian. (approx. 1,575 lf). Geotechnical will be utilized for depth of subsurface material for design. Other scope elements are as follows:

- Plan & profile sheets indicating grades, details, and general sheets.
- Applicable design elements for water and sewer connections to main line.
- Verification of depth of subsurface drainage is intended for this project.
- Coordination with Town as needed.
- Project clearances letters as needed.
- Applicable design elements for residential connections.

SCHEDULE & BUDGET

Molzen Corbin will provide the Town of Mesilla progress review drawings as shown in the project schedule below.

TIME FRAME		
Geotechnical Services	30 days	From Notice to Proceed
60% Preliminary Design	45 days	From Receipt of Geotechnical
100% Final Design (Stamped)	35 days	From receipt of review comments from the preliminary design
Construction Phase	180 days	Based on entire project
Total days	290 days	Approximate Calendar Days

Molzen Corbin will provide the Town with; engineer's opinion of probable construction cost with each progress review, plan sets will be 24x36. Molzen Corbin will provide copies of bidding documents for bid distribution (5 sets); these costs are included in the proposal.

Molzen Corbin Proposes a fee of \$26,250.00 (excluding NMGRT) for scope of services indicated herein. A summarized fee schedule is provided below.

BASIC AND ADDITIONAL SERVICES	
Design, Bidding/Award, Construction phase, and close-out	\$ 23,690
Geotechnical, Sub-consultant (w/10% markup)	\$ 2,310
Miscellaneous expenses (mileage, copies, meals, etc.)	\$ 250
Total (excluding NMGRT)	\$ 26,250

All fees are exclusive of applicable NMGRT which will be added to all billings. Environmental services are not included in this proposal. If you have any questions regarding this proposal, please call me.

Sincerely,
MOLZEN CORBIN



Wyatt Kartchner, P.E.
Vice President
Principal Engineer – Southern Region

Accepted & Notice to Proceed – Town of Mesilla

Rod McGillivray, Public Works Director

Date

CONTRACT AMOUNT
Calle de Picacho Utilities
Town of Mesilla

MOLZENCORBIN

John T. Montoya

COST **CALCULATED**
CONTRACT AMOUNT

BASIC FEE (Labor)				
SUBTOTAL LABOR				\$23,690.00
OTHER DIRECT SUBCONSULTANTS		Sub Type	Phase	
COZ Engineering - Geotechnical	Geotechnical		\$2,100.00	
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$2,100.00
Reimbursable Markup (if any)			10%	\$210.00
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$2,310.00
OTHER DIRECT EXPENSES (ODE'S)			Quantity	
In-House Copies		\$0.11	200.00	\$22.00
In-House Color Copies (8 1/2 x 11)		\$1.00		\$0.00
In-House Color Copies (11 x 17)		\$2.00		\$0.00
In-House Large Format Plots		\$3.00	20.00	\$60.00
Commercial Copies		\$0.06		\$0.00
Commercial Prints		\$1.02	35.00	\$35.70
Commercial Color Copies		\$1.50		\$0.00
In-House or Commercial Mylars		\$10.50		\$0.00
Mileage		\$0.575	200.00	\$115.00
Commercial Travel				
Lodging-Per Diem (Verify With Accounting)		\$94.00		\$0.00
Meals - Per Diem (per person /day) (Verify With Accounting)		\$55.00		\$0.00
Photo				
Postage				
Supplies				\$17.30
SUBTOTAL OTHER DIRECT EXPENSES				\$250.00
TOTAL BASIC FEE				\$26,250.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES				\$26,250.00

CIVIL MANHOUR ESTIMATE
Calle de Picacho Utilities
Town of Mesilla
John T. Montoya

MOLZENCORBIN

No.	Project Task	CIVIL					ADMN.		Grand Totals
		Principal Engineer	Senior Engineer	Engineering Intern I	Design Technician	Departmental Totals	ADMIN - Support	ADMIN. Totals	
I. Pre-Design/Study/Programming									
1	Coordination with Subs		1.00	1.00		2.00		0.00	2.00
2	Coordination with design Team & Notify Utilities		1.00	1.00		2.00		0.00	2.00
3						0.00		0.00	0.00
8	CADD Management					0.00		0.00	0.00
9	Project Management					0.00		0.00	0.00
10	Quality Assurance		1.00			1.00		0.00	1.00
Subtotal Hours Pre-Design/Study/Programming		0.00	3.00	2.00	0.00	5.00	0.00	0.00	5.00
Subtotal Fees Pre-Design/Study/Programming		\$0.00	\$660.00	\$240.00	\$0.00	\$900.00	\$0.00	\$0.00	\$900.00
III. Design Development (60%)									
1	Front end sheets, cover, Index, location, notes,			0.50	0.50	1.00		0.00	1.00
2	Water line Design		1.00	8.00	2.00	11.00		0.00	11.00
3	Water Connections		1.00	3.00	2.00	6.00		0.00	6.00
4	Sewer Line Design		1.00	8.00	2.00	11.00		0.00	11.00
5	Utility Plan and Profile		1.00	3.00	8.00	12.00		0.00	12.00
6	Sewer Connections			3.00	2.00	5.00		0.00	5.00
7	Phasing considerations		1.00	2.00	2.00	5.00		0.00	5.00
8	Incorporation of Environmental requirements			1.00	1.00	2.00		0.00	2.00
9	Specifications		1.00	1.00		2.00	1.00	1.00	3.00
10	Engineer's Opinion of Probable Construction Cost		1.00	1.00	1.00	3.00		0.00	3.00
11	Environmental coordination		1.00	1.00		2.00		0.00	2.00
12	Field Sewer line depths & data reductions		2.50	2.50		5.00		0.00	5.00
13						0.00		0.00	0.00
22	CADD Management					0.00		0.00	0.00
23	Project Management					0.00		0.00	0.00
24	Quality Assurance					0.00		0.00	0.00
Subtotal Hours Design Development (60%)		0.00	10.50	34.00	20.50	65.00	1.00	1.00	66.00
Subtotal Fees Design Development (60%)		\$0.00	\$2,310.00	\$4,080.00	\$2,255.00	\$8,645.00	\$100.00	\$100.00	\$8,745.00
V. Final Design (100%)									
1	Front end sheets, cover, Index, location, notes,			0.50	0.50	1.00		0.00	1.00
2	Water line Design		1.00	4.00	2.00	7.00		0.00	7.00
3	Water Connections		1.00	3.00	2.00	6.00		0.00	6.00
4	Sewer Line Design		1.00	4.00	2.00	7.00		0.00	7.00
5	Utility Plan and Profile		1.00	3.00	6.00	10.00		0.00	10.00
6	Sewer Connections			3.00	2.00	5.00		0.00	5.00
7	Phasing considerations		1.00	2.00	2.00	5.00		0.00	5.00
8	Incorporation of Environmental requirements			1.00	1.00	2.00		0.00	2.00

CIVIL MANHOUR ESTIMATE
Calle de Picacho Utilities
Town of Mesilla
John T. Montoya

MOLZENCORBIN

No.	Project Task	CIVIL				ADMN.			Grand Totals
		Principal Engineer	Senior Engineer	Engineering Intern I	Design Technician	Departmental Totals	ADMIN - Support	ADMIN. Totals	
9	Specifications & Bidding Documents		4.00	1.00		5.00		0.00	5.00
10	Engineer's Opinion of Probable Construction Cost		1.00	1.00	1.00	3.00		0.00	3.00
11	Environmental coordination		1.00	1.00		2.00		0.00	2.00
12						0.00		0.00	0.00
22	CADD Management					0.00		0.00	0.00
23	Project Management	2.00				2.00		0.00	2.00
24	Quality Assurance	1.00				1.00		0.00	1.00
Subtotal Hours Final Design (100%)		3.00	11.00	23.50	18.50	56.00	0.00	0.00	56.00
Subtotal Fees Final Design (100%)		\$720.00	\$2,420.00	\$2,820.00	\$2,035.00	\$7,995.00	\$0.00	\$0.00	\$7,995.00
VI. Bidding/Award									
1	Advertisement & coordination of plan distribution					0.00	1.00	1.00	1.00
2	Pre-bid meeting, attend, prepare agenda & conduct meeting		1.00			1.00		0.00	1.00
3	Questions and addenda		1.00		2.00	3.00		0.00	3.00
4	Bid opening, attend & preparation		2.00			2.00		0.00	2.00
5	Bid analysis, bid tab & recommendation to award		2.00			2.00		0.00	2.00
6	Project Management					0.00		0.00	0.00
7	Quality Assurance					0.00		0.00	0.00
Subtotal Hours Bidding/Award		0.00	6.00	0.00	2.00	8.00	1.00	1.00	9.00
Subtotal Fees Bidding/Award		\$0.00	\$1,320.00	\$0.00	\$220.00	\$1,540.00	\$100.00	\$100.00	\$1,640.00
VII. Construction Admin. Services									
1	Prepare Executed Contract Documents and Prepare Funding Disbursement Request, NTP, NOA & Correspondence		1.00	1.00		2.00		0.00	2.00
2	Pre-Construction meeting, attend, prepare agenda & conduct meeting		0.50	0.50		1.00		0.00	1.00
3	Submittal Review		3.00			3.00		0.00	3.00
4	Clarifications, RFI's and Field orders		3.00			3.00		0.00	3.00
5	Two (2) Site Visits During Construction		2.50	2.50		5.00		0.00	5.00
6	Coordinate a final inspection. Prepare Punchlist and substantial completion		0.50	0.50		1.00		0.00	1.00
7						0.00		0.00	0.00
8						0.00		0.00	0.00
9	Project Management		2.00			2.00		0.00	2.00
10	Quality Assurance					0.00		0.00	0.00
Subtotal Hours Construction Admin. Services		0.00	12.50	4.50	0.00	17.00	0.00	0.00	17.00
Subtotal Fees Construction Admin. Services		\$0.00	\$2,750.00	\$540.00	\$0.00	\$3,290.00	\$0.00	\$0.00	\$3,290.00
VIII. Closeout									

CIVIL MANHOUR ESTIMATE
Calle de Picacho Utilities
Town of Mesilla
John T. Montoya

MOLZENCORBIN

No.	Project Task	CIVIL				ADMN.		ADMIN. Totals	Grand Totals
		Principal Engineer	Senior Engineer	Engineering Intern I	Design Technician	Departmental Totals	ADMIN - Support		
1	Punchlist Verification		1.00			1.00		0.00	1.00
2	Prepare Final quantities and Costs, CO, per agreement		1.00	2.00		3.00		0.00	3.00
3	Project Management		2.00			2.00		0.00	2.00
4	Quality Assurance					0.00		0.00	0.00
Subtotal Hours Closeout		0.00	4.00	2.00	0.00	6.00	0.00	0.00	6.00
Subtotal Fees Closeout		\$0.00	\$880.00	\$240.00	\$0.00	\$1,120.00	\$0.00	\$0.00	\$1,120.00
Total Labor Hours		3.00	47.00	66.00	41.00	157.00	2.00	2.00	159.00
Standard Billing Rate or Fee		\$240.00	\$220.00	\$120.00	\$110.00		\$100.00		
Fee Dollars		\$720.00	\$10,340.00	\$7,920.00	\$4,510.00	\$23,490.00	\$200.00	\$200.00	\$23,690.00

BOARD ACTION FORM

ITEM:

Grant appropriation for Town of Mesilla Administration Vehicles

BACKGROUND:

The Town of Mesilla has been awarded \$40,000.00 for the purchase of new vehicles for for administration department.

SUPPORTING INFORMATION:

22-G2845 Capital Appropriations Project

BOT OPTIONS:

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

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered by the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501 hereinafter called the “Department” or abbreviation such as “DFA/LGD”, and **Town of Mesilla**, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2022, Chapter 53, Section 30, Paragraph 233, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

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

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

22-G2845 \$40,000.00 APPROPRIATION REVERSION DATE: June 30, 2024
Laws of 2022, Chapter 52, Section 30, Paragraph 233, Forty Thousand Dollars and Zero Cents (\$40,000.00), to purchase and equip vehicles for the administrative department in Mesilla in Dona Ana county;

The Grantee's total reimbursements shall not exceed Forty Thousand Dollars and Zero Cents (**\$40,000.00**) to (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")³⁷, if applicable, Zero Dollars and Zero Cents (**\$0.00**), which equals Forty Thousand Dollars and Zero Cents (**\$40,000.00**) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse³⁸ Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or

³⁷ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

³⁸ "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

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

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: Town of Mesilla
Name: Rani Bush
Title: Town Clerk/ Treasurer
Address: 2231 Avenida de Mesilla, Mesilla, NM, 88046
Email: clerktreasurer@mesillanm.gov
Telephone: 575-542-3262

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

Grantee: Town of Mesilla
Name: Rani Bush
Title: Town Clerk/ Treasurer
Address: 2231 Avenida de Mesilla, Mesilla, NM, 88046
Email: clerktreasurer@mesillanm.gov
Telephone: 575-542-3262

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

Department: DFA/Local Government Division
Name: Ariana Vigil
Title: Program Manager
Address: Bataan Memorial Bldg. Room 202, Santa Fe, NM 87501
Email: Arianam.Vigil@dfa.nm.gov
Telephone: 505-470-7041

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

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

B. Requests for Additional Information/Project Inspection

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

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

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

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

C. Deadlines

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

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

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department’s failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the

SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By:

Its: Division Director

Date

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

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
 B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
 C. Contact Name/Phone #: _____
 D. Grant No: _____
 E. Project Title: _____
 F. Grant Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
 B. Grant Amount: _____
 C. AIPP Amount (If Applicable): \$ 0.00
 D. Funds Requested to Date: \$ 0.00
 E. Amount Requested this Payment: _____
 F. Reversion Amount (If Applicable): \$ 0.00
 G. Grant Balance: \$ 0.00
 H. GF GOB STB (attach wire if first draw)
 I. Final Request for Payment (if Applicable)

III. Fiscal Year : 2023 (July 1, 2022-June 30, 2023)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
 or **Fiscal Agent** (if applicable)

Grantee Representative

 Printed Name

 Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

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

 Division Fiscal Officer Date

 Division Project Manager Date

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

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

The Total Amount of all Notices of Obligation to Date: \$ 0.00

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

Department Rep. Approver: _____

Title: Project Manager

Signature: _____

Date: _____

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

BOARD ACTION FORM

ITEM:

Grant appropriation for the Town of Mesilla Public Safety Building

BACKGROUND:

The Town of Mesilla has been awarded \$300,000.00 to plan, design, construct, renovate and equip the Public Safety Building.

SUPPORTING INFORMATION:

22-G2846 Capital Appropriations Project

BOT OPTIONS:

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

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered by the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501 hereinafter called the “Department” or abbreviation such as “DFA/LGD”, and **Town of Mesilla**, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2022, Chapter 53, Section 30, Paragraph 234, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

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

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

22-G2846 \$300,000.00 APPROPRIATION REVERSION DATE: June 30, 2026
Laws of 2022, Chapter 52, Section 30, Paragraph 234, Three Hundred Thousand Dollars and Zero Cents (\$300,000.00), to plan, design, construct, renovate and equip a public safety building in Mesilla in Dona Ana county;

The Grantee's total reimbursements shall not exceed Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) to (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")³⁹, if applicable, Three Thousand Dollars and Zero Cents (\$3,000.00), which equals Two Hundred Ninety Seven Thousand Dollars and Zero Cents (\$297,000.00) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse⁴⁰ Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or

³⁹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

⁴⁰ "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

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

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: Town of Mesilla
Name: Rani Bush
Title: Town Clerk/ Treasurer
Address: 2231 Avenida de Mesilla, Mesilla, NM, 88046
Email: clerktreasurer@mesillanm.gov
Telephone: 575-542-3262

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

Grantee: Town of Mesilla
Name: Rani Bush
Title: Town Clerk/ Treasurer
Address: 2231 Avenida de Mesilla, Mesilla, NM, 88046
Email: clerktreasurer@mesillanm.gov
Telephone: 575-542-3262

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

Department: DFA/Local Government Division
Name: Ariana Vigil
Title: Program Manager
Address: Bataan Memorial Bldg. Room 202, Santa Fe, NM 87501
Email: Arianam.Vigil@dfa.nm.gov
Telephone: 505-470-7041

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026**, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

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

B. Requests for Additional Information/Project Inspection

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

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

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

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

C. Deadlines

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

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

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department’s failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the

SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By:

Its: Division Director

Date

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

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
 B. Address: _____
 (Complete Mailing, including Suite, if applicable)

 City, State, Zip
 C. Contact Name/Phone #: _____
 D. Grant No: _____
 E. Project Title: _____
 F. Grant Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
 B. Grant Amount: _____
 C. AIPP Amount (If Applicable): \$ 0.00
 D. Funds Requested to Date: \$ 0.00
 E. Amount Requested this Payment: _____
 F. Reversion Amount (If Applicable): \$ 0.00
 G. Grant Balance: \$ 0.00
 H. GF GOB STB (attach wire if first draw)
 I. Final Request for Payment (if Applicable)

III. Fiscal Year : 2023 (July 1, 2022-June 30, 2023)
 (The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
 or **Fiscal Agent** (if applicable)

Grantee Representative

 Printed Name

 Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

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

 Division Fiscal Officer Date

 Division Project Manager Date

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

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

The Total Amount of all Notices of Obligation to Date: \$ 0.00

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

Department Rep. Approver: _____

Title: Project Manager

Signature: _____

Date: _____

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