



Town of Mesilla, New Mexico

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

MONDAY, FEBRUARY 13, 2023 – 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 Regular Meeting, January 23, 2023
6. EXECUTIVE SESSION
 - a) Discussion of limited personnel matters pursuant to NMSA 1978, Section 10-15-1(H)(2) – Finance and Public Works Departments
7. STAFF REPORTS
 - a) Colonias Infrastructure Loan/Grant Agreement – Rod McGillivray
 - b) 2023 TPF-LP10037 Calle de Santiago Match Waiver Program - Rod McGillivray
8. NEW BUSINESS
 - a) **PZHAC Case #061518** – 2285 Avenida de Mesilla, submitted by Pedro Jurado to add an antenna per sector (total of 3), and 3/50 AMP breakers for AIR 6449 B77D ground equipment as per plans for an existing carrier on an existing wireless communication facility. **Zoned: Commercial (C)**
 - b) **Approval:** Appointment of Town Clerk/Treasurer
 - c) **Approval:** Hire of Administrative File Clerk
 - d) **Approval:** Hire of Maintenance Grounds/Facility Worker
9. Old Business
 - a) **Discussion: PZHAC Commissioners Appointments**
10. BOARD OF TRUSTEE COMMITTEE REPORTS
11. BOARD OF TRUSTEE/STAFF COMMENTS
(Written staff reports included in packet)
12. 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.

locations: Town Posted 01.10.2023 online and at the following 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.

To Mayor Braraza & Board of Trustees
Please include the following in the official record.
BOT Meeting 1/26, 6:00 pm

Attached are some additional petitions. They include 41 more individuals who do not want to see a mono pine cell tower in Town Hall Park.

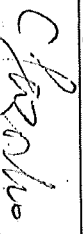

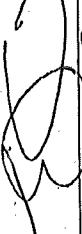
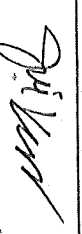
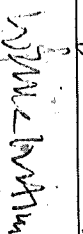

For the record. There are many more individuals who do not want it in the park, but for various reason they don't want to sign their name.

Thank you,
Andrea Bryan

STOP THE VERIZON CELL TOWER IN HISTORIC MESILLA!

We, the undersigned 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 and to research an alternate location. Studies have shown that cell towers will negatively affect property values up to 20% within 1500ft. Property within the line of site of a cell tower has a greater depreciation. Apart from this, safety concerns such as fall risk, lightning strikes, health risks such as cancer and neurological disorders, aesthetics, noise levels make this an unacceptable move for our thriving, healthy community.

Our town of Mesilla, that prides itself on its historic heritage and has become a successful tourist destination, should not be considering the addition of such on out of scale structure in the historic district.

Signature	Full Name	Email Address	Mailing Address	Telephone
	Catherine Lazorko	catalazorko@gmail.com	P.O. Box 1056 Mesilla, NM 88046	919-265-7516
	Nick Brewer	nicholasbrewer@gmail.com	Po Box 1056 Mesilla, NM 88046	919-360-8576
	David Brewer	dbrewer2@gmail.com	Po Box 1056 Mesilla, NM	919-259-2758
	Jill Kern	jillsherenkern@gmail.com	Po Box 1220 Mesilla	919-360-3033
	WILLIAM MELVILLE	WilliamMelville@gmail.com	Po Box 30 Mesilla	310 990 9896
	STEPHAN MELVILLE	spmelville@gmail.com	Po Box 360 Mesilla	310 614 5531

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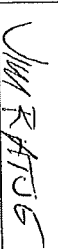

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Signature	Full Name	Email Address	Mailing Address	Telephone
	Gary Hammond		P.O. Box 5169 Mesilla	(575) 644-0572
	Susan Emery		2025 Ureata Ct Los Lunas 88005	575-202-1002
	Roberta Kolp		P.O. Box 414 Mesilla, NM 88066	575-635-4504
	Paul W. Katz		P.O. Box 474 Mesilla, NM 88066	575-635-7504
	Janet Hampton		P.O. Box 1749 Mesilla, NM 88046	(202) 494-2174
	Connor Dattie		P.O. Box 707 Mesilla, NM 88046	(575) 694-0414
	Victor R. Sakaris		5624 REED WOLF LAS CRUCES, NM 88007	508-596-6271
	Gail S. Taylor		2341 Calle do Arroyo	505-670-5648
	Edwint. Luscher		637 N. Armijo Las Cruces, NM 88005	575-5716956
	Eric S. Luscher		637 N. Armijo Las Cruces, NM 88005	571-7476

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Signature	Full Name	Email Address	Mailing Address	Telephone
	Lisa Perea	lisaperea.mn@gmail.com	P.O. Box 1042 - Mesilla NM 88046	575-496-5042
	Elizabeth A. Bohrer	abohrer@aol.com	PO Box 146 Mesilla 88046	575-635-1801
	JIM RATUS	JIMRATUS@CARRCAST.NG	PO Box 227 Mesilla 88046	505-694-4601
	Sarah Lusk	Sarah.Lusk@mesilla.org	637 Armijo St. Mesilla NM	575-571-6193

1. *[Signature]* 1.03.22
 2. *[Signature]* 1.03.22
STOP THE VERIZON CELL TOWER IN HISTORIC MESILLA!

Las Cruces and surrounding communities value historic Mesilla as a well known tourist attraction and a destination point want their voices to be heard.

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Signature	Full Name	Email Address	Mailing Address	Telephone
<i>[Signature]</i>	Heather Segovia	heathersegovia@gmail.com	—	575-635-0798
<i>[Signature]</i>	DARRI ANN RUSHE	2880 Calle de Arroyo	PO BOX 506 Mesilla, NM	575-524-1261
<i>[Signature]</i>	Isolina Viscil	—	—	—
<i>[Signature]</i>	Barbara Staffer	2337 Calle de los Hombres	PO Box 844 Mesilla, NM	575-524-1261
<i>[Signature]</i>	Jean Paul Leind	polo:the clown@gmail.com	—	575-524-1261
Jane Pith	Jane Pith	ladysjaneinca@gmail.com	4421 Trees Yucca	760-697-5545
B. Morrison	Bob Morrison	Moe Farm at NM State	W/4	N/A
<i>[Signature]</i>	Christy Atkins	christyatkins@gmail.com	PO Box 433 Mesilla, NM	485-161003
<i>[Signature]</i>	Maxwell	maxwellfor24@gmail.com	W/4	N/A
Christine Vargara	Christine Vargara	christinevargara@gmail.com	PO Box 208 Mesilla, NM	575-210-5782

① Brandon Vergara *[Signature]* vergarabrandon@gmail.com PO Box 208 Mesilla, NM 88046 720-605-9189

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Signature	Full Name	Email Address	Mailing Address	Telephone
	Sandra Wigan	Salujan70@gmail.com	PO Box 937 Mesilla NM 88046	575-621-0039
	Milce Mizelle	mmizelle53@gmail.com	2200 W. Vinton St Las Cruces, NM 88005	510.206.7622
	ERL		11	480 438 73
	Sarah E.F. Smith		Box 387 Mesilla, NH	—
	Brian Nickerson	brennickerson@gmail.com	PO Box 1146	—
	Brian Nickerson	witch50nafe@yahoo.com	1625 Spruce St. Spillville IA, 52301	575-312-8339
	Elma Nelson			575-697-9781
	John L. Nelson	nelson50@verizon.net		975 644 5421
	Dr. William Nelson		2450 W. Vinton Ave	503 349 7614
	Feliza Miraz	omera20.comcast.net	PO Box 313 Mesilla, NM 88046	575-496-8058

Good Day,

My name is Kathy Telgard. I live at 2310 Calle Del Oeste in Mesilla. I am writing concerning PZHAC case #61452 and the request by Mark Lara to place a temporary conex storage box next door to my home at 2261 Calle Del Oeste.

Mr. Lara has already had this container on the property since I arrived for the winter on 10/14/ 2021. He apparently started the permission process in September of 2022 and I feel the members of the P&Z Board need to clarify exactly how long that container has already been there. FIFTEEN MONTHS that I know of.. While we want to get along with our neighbors and have always done so with the Gallegos, Mr. Lara does not live there. No one lives there. The shipping container is used to store Mr. Laras ATV and now the yard has another smaller shipping container and a collection of 5 trailers. Are folks allowed that many?

I am afraid that giving Mr. Lara permission for this container will open floodgates for others to plop containers in their yards in the Historic District. I would like this letter to be submitted into the minutes and shared by all P&Z Board members as I will be unable to attend the next meeting.

Thank you,

Respectfully,

Kathy Telgard

William B. McIlvaine MD, CM
PO Box 360
2687 Calle de Parian
Mesilla NM 88046
320-990-9896

26 JAN 2023

Board of Trustees
Town of Mesilla NM
Regular Meeting
26 JAN 2023

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

Please include this letter in the minutes of this meeting (26 JAN 2023) of the Board of Trustees of the Town of Mesilla.

RE: Proposed cell tower for Town of Mesilla

Dear Madame Mayor & Trustees of Mesilla

I rise to ask questions and submit comments on the proposed cell tower.

What is the anticipated monthly revenue to the Town of Mesilla from the proposed cell tower lease?

What percentage of the annual income of the Town does this anticipated revenue represent?

Is this lease only for access to the Town's land or does the lease provide increased revenue to the Town from the tower and the companies using the tower?

Is there a limit to the number of transceivers on the tower and a limit to the associated radio frequency energy emitted?

Can the Town sell the lease to another agency or company?

What is the anticipated square footage of the site?

Does this include the building which will house the base band unit, equipment for the distribution of power and data signals to the transceivers, necessary fiberoptic cables and HVAC equipment ?

Will the fiberoptic cable be placed underground? If so, along what route?

Will this cable bring fiberoptic internet to the residents of the village?

What will be the source of the backup power for the tower - diesel generator or solar panels?

If diesel, how often will the generator be powered through a test cycle spreading noise and air pollution through the area?

If solar power, where will the panels be located and where will the batteries be placed?

Does the agreement include funding to return the park to its current configuration by removing the tower, its foundation and associated equipment at the anticipated end of life for the tower?

Is the primary issue driving this project determined by the anticipated revenue to the Town?

If the primary issue is public safety, what alternative technologies to a cell tower have been explored?

We all know that cell technology is rapidly changing. Alternatives to tall towers are operating today. In fact, LinkNYC already provides free, high speed, secure public Wi-Fi to millions of New Yorkers. I suggest the Board of Trustees review the system as described at the NYC Office of Technology LinkNYC web pages.

As this is a dying technology, it seems clear that this decision does not future proof our Village. We currently have free Wi-Fi from Comcast Xfinity available through out the plaza from broadband routers located in homes and businesses in Mesilla. Please review the Wi-Fi coverage map at Xfinity.com.

Can this system be spread at much lower cost to the entire town, thereby improving public safety?

It is not the citizens responsibility to find alternatives to a cell tower.

It is the responsibility of the Board of Trustees to do their required due diligence and to present the alternatives to the voters as the most responsible choice for our Town, its residents and its future needs.

Thank you. 
William McLvaine

Comments to The Board of Trustees
Mesilla, New Mexico
26 JAN23
Stephan McIlvaine
Page 1

When I was at university in the '90's we studied a famous case of an ill-fated urban renewal program of the 1970's which created a pedestrian mall in what was once the historic center of Las Cruces, NM. This case is notorious and was recently highlighted at The Branigan Library in Las Cruces. Facts surrounding this program are easily accessible on line. Granted, creating a pedestrian mall is not under consideration here but erecting a cell tower in the center of Old Mesilla would degrade the historic ambiance here. To quote one article: "The people of Las Cruces have come together to restore much of what was lost in the 1970's." Let us take note of this fiasco in Las Cruces so long ago and take action to make sure it doesn't happen here.

I have been informed that concern for human health resulting from emissions from cell towers cannot be used as a basis for arguments against installation of a proposed cell tower adjacent to the Mesilla Police Department in Old Mesilla.

However, those who will make the final decision for the emplacement of this tower should be aware that facts regarding the deleterious effects of cell tower emissions on human health are legion and that:

"AT&T has dismissed concerns of resulting effects from the operation of [cell towers] based on its conclusion that the radio frequency emission will be much lower than the current standards of the Federal Communications Commission (FCC).

"Those standards, which have not been reviewed for many years, are grossly inadequate for protection of human health..."

The FCC admits that it has no health expertise, and it has been described by Harvard scientists as 'a captured agency' because its members all come from the telecommunication industry." Excerpt from a letter from Dr. David O. Carpenter, a public health physician, to The Greenfield Recorder newspaper. recorder.com ret'd 26JAN23

"A number of adverse health effects have been documented at levels below the FCC guidelines, which include altered white blood cells in children; childhood leukemia; impaired motor function, reaction time, and memory; headaches, dizziness, fatigue, weakness, and insomnia etc." Report: Environmental & Biological Effects of Cell Tower Radiation" by Gauran H. Tandon, Assistant Professor of Civil and Environmental Engineering; pdf printout available.

Consider please the negative aesthetic impact of cell towers in a residential neighborhood and the danger of potential tower crashes in the event of storms and gusty winds. In addition, please consider the deleterious effects of EMF emissions on Mesilla's farm crops and stock animals:

BEES:

—"In the US, an abrupt disappearance of bees was observed several years back and was associated with the rising electromagnetic pollution. **This is known as Colony Collapse Disorder (CCD) where bees cannot find their way back to the hive as a result of consistent electromagnetic back ground (sic) noise that seems to disrupt intercellular communication within individual bees.** (emphasis in the original) CCD has since spread to

Comments to The Board of Trustees
Mesilla, New Mexico
26 JAN23

Germany, Switzerland, Spain, Portugal, Italy, Greece, Scotland, Wales and north-west England. In England, the bee population fell by 54% between 1985 and 2005 compared to an average of 20 per cent across Europe."

"Bees are estimated to pollinate 90 commercial crops worldwide. The current dying/vanishing of honey bees can have serious consequences for human health. Scientists warn that the steady decline in bees and other pollinators could trigger crises bigger and more immediate than global warming."

BIRDS

—"When birds are exposed to weak electromagnetic fields, they disorient and begin to fly in all directions, which explain(s) migratory birds undermining navigational abilities." p89

—"Several million birds of 230 species die each year from collisions with telecommunications masts in the United States during migration." p89

—Electromagnetic radiation from Cell (sic) phone and cell tower affects the birds, animals, plant and environment....The reason is the surface area of a bird is relatively larger than their weight in comparison to human body, so they absorb more radiation (power = power density X area) Since fluid content is small due to less weight, it gets heated up very fast and also the magnetic field disturbs their navigational skills."

MAMMALS AND AMPHIBIANS

—"The study in Germany showed that cows grazing near cell towers are more likely to experience still births, spontaneous abortions, birth deformities, behavioral problems and general declines in overall health. Moving cattle herds away from such towers has reportedly led to immediate health improvements. p93

—"Exposing dairy cows to magnetic fields can also result in reduction in milk yield, changed milk composition and fertility problems." p93

—"...impaired immune system in sheep, reproductive and developmental problems in dogs and cats, anxiety and alarm in rabbits, frequent death of domestic animals such as, hamsters, and guinea pigs living near base stations or mobile telecommunication towers has been observed." p95

—"Bat activity is significantly reduced in habitats exposed to electromagnetic field(s)." p95

PLANTS

—"Studies show definitive clues that cell phone EMF can choke seeds, inhibit germination and root growth, thereby affecting the overall growth of agricultural crops. A reduction in wheat and corn yield in the fields near high EMF lines has also been reported." p97

Comments to The Board of Trustees
Mesilla, New Mexico
26 JAN23
Stephan McIlvaine
Page 3

—Progressive deterioration of trees near phone masts has also been observed. Trees located inside the main lobe (beam), look sad and feeble, have dried tops, show slow growth and high susceptibility to illness and plagues.” p99

Report: Environmental & Biological Effects of Cell Tower Radiation” by Gauran H. Tandon, Assistant Professor of Civil and Environmental Engineering; pdf printout available. Please note that Dr. Tandon’s first language is not English.

From: Teresa Tudury tet@sonic.net
Subject: Teresa Tudury Mesilla resident who does not want a
cell tower in historic Mesilla
Date: Jan 26, 2023 at 4:02:33 PM
To: Andrea Bryan andrea97212@yahoo.com

Madam Mayor,

I have riddled myself with this question...how does someone justify in their mind imposing an unwanted, behemoth, arguably toxic 60 ft. Cell tower on their neighbors and friends...which inevitably diminishes those friends property values, their health and the beauty of their neighborhood? I have struggled with this thought. I've wondered at what kind of a person you are. I saw you at the Christmas gathering in the plaza. You spoke movingly of the friends and family that had gone on in life and asked us to remember them in love and gratitude. I thought then, ah, " the woman does have a heart, she has love and she loves..." which makes this conflict with your neighbors and constituents so much more baffling. We have gathered a couple of hundred signatures. Of the many, many people I have spoken to, only one was in favor of the tower because she thought her Wi-Fi speed would improve. When I asked if she would be in favor of the tower being across the street from her home she demurred and signed the petition. If this tower were to go across the street from you, Madam Mayor, would you be happy about it? Would you be glad to see your property value plummet, your health challenged, your peace day and night interrupted by endless buzzing and fear during every lightning storm.? Yet, you ask us to be happy with a decision that is so unnecessary when other locations away from our historic town have been offered. If it is the financial gain you anticipate from a deal with Verizon, it will be completely offset by the losses we will experience on the down side. I'd like to continue to get to know the lovely person I saw at the plaza and wish that woman would represent the historic Mesilla we all love and wish to preserve.



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BOARD OF TRUSTEES (BOT)
TOWN OF MESILLA
REGULAR MEETING
THURSDAY, JANUARY 26, 2023 – 6:00 PM
MINUTES

TRUSTEES: Nora Barraza, Mayor
Stephanie Johnson-Burick, Mayor Pro Tem
Biviana Cadena, Trustee
Veronica Garcia, Trustee (left at 7:33 p.m.)
Adrianna Merrick, Trustee

STAFF: Rod McGillivray, Public Works Director
Enrique Salas, Marshal
Gloria Maya, Recorder
Ben Azcarate, Lieutenant

PUBLIC: Jacquie Porter Andrea Bryan
Greg Lester William McIlvaine
Stephan McIlvaine Teresa Tudury
Becky King Catherine Walkinshaw
Trina Witter Andrew Embury
Cecilia Quintana Pat Taylor
Crystal Davis-Whited Greg Whited
Mary H. Ratje Jasha Zapien

1. PLEDGE OF ALLEGIANCE

Mayor Barraza led the Pledge of Allegiance.

2. ROLL CALL & DETERMINATION OF A QUORUM

Roll Call.

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

3. CHANGES TO THE AGENDA & APPROVAL

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

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

Mayor Pro Tem Johnson-Burick Yes

Trustee Cadena Yes

1 Trustee Garcia Yes
2 Trustee Merrick Yes
3

4 **4. PUBLIC INPUT – The public is invited to address the Board as allowed by the chair.**

5 Trustee Garcia stated she keeps the time for the mayor.

6
7 Ms. Bryan see attached correspondence

8
9 Ms. Witter requested a written copy of the PZHAC and BOT application process and requirements. Earth
10 Builders was touring Mesilla looking at the buildings. Mr. Taylor is an amazing resource encourages the town
11 to use him.

12
13 Ms. Walkinshaw see attached correspondence from Ms. Telgard

14
15 Mr. McIlvaine see attached correspondence

16
17 Ms. McIlvaine see attached correspondence

18
19 Ms. Tudury see attached correspondence

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

24 a) ***BOT MINUTES** - Minutes of Regular Meeting, January 9, 2023 *Approved by consent*
25 *agenda*

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

28
29 Trustee Garcia asked if voting can be done individually on the PZHAC appointments.

30
31 Mayor Barraza responded it is not listed that way on the agenda; will leave as is.
32

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

34 Mayor Pro Tem Johnson-Burick Yes

35 Trustee Cadena Yes

36 Trustee Garcia Yes

37 Trustee Merrick Yes

38

39 **6. STAFF REPORTS**

40 a) Update Current Fire Code – Greg Whited
41 Mr. Whited gave an update on the current Fire Code. See attached correspondence
42

43 b) Bid Awards for the SCADA System and Calle de Cura Reconstruction projects – Rod
44 McGillivray
45 Mr. McGillivray stated the SCADA System was awarded to Alterman, Inc. and Calle de Cura
46 Reconstruction was awarded to A-Mountain Construction. Project came in \$12,000 over budget which
47 will be absorbed by his budget.

1
2 Mayor Barraza stated PZHAC cases in the Historical Residential (HR), Historical Commercial (HC) and
3 Commercial are the only cases that come to the Board of Trustees for approval.
4

5 **NEW BUSINESS**

6 c) **Business Registration STR#1062** – 2214 Calle de Guadalupe Main House “A” submitted by
7 Pat & Wendy Taylor – Short Term Rental. **Zoned: Historical Commercial (HC)**
8 Mayor Barraza stated Mr. Taylor will come for his license in March.
9

10 **Motion: To approve Business Registration STR#1062 – 2214 Calle de Guadalupe Main House “A”**
11 **submitted by Pat & Wendy Taylor – Short Term Rental. Zoned: Historical Commercial (HC), Moved**
12 **by Trustee Garcia, Seconded by Mayor Pro Tem Johnson-Burick.**

13
14 **Roll Call Vote:** Motion passed (summary: Yes =4).
15 Mayor Pro Tem Johnson-Burick Yes
16 Trustee Cadena Yes
17 Trustee Garcia Yes
18 Trustee Merrick Yes
19

20 d) **PZHAC Case #061479** – 2600 Avenida de Mesilla, submitted by Gilbert Chavez for a sign
21 permit. **Zoned: Historical Commercial (HC)**

22 **Motion: To approve PZHAC Case #061479 – 2600 Avenida de Mesilla, submitted by Gilbert Chavez for**
23 **a sign permit. Zoned: Historical Commercial (HC), Moved by Trustee Garcia, Seconded by Trustee**
24 **Merrick.**

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 e) **PZHAC Case #061501** – 2600 Avenida de Mesilla, submitted by Gilbert Chavez to apply
33 elastomeric coating to entire building. **Zoned: Historical Commercial (HC)**

34 **Motion: To approve PZHAC Case #061501 – 2600 Avenida de Mesilla, submitted by Gilbert Chavez to**
35 **apply elastomeric coating to entire building. Zoned: Historical Commercial (HC), Moved by Trustee**
36 **Garcia, Seconded by Trustee Merrick.**

37
38 **Roll Call Vote:** Motion passed (summary: Yes =4).
39 Mayor Pro Tem Johnson-Burick Yes
40 Trustee Cadena Yes
41 Trustee Garcia Yes
42 Trustee Merrick Yes
43

44 f) **PZHAC Case #061502** – 2116 & 2118 Calle De San Albino, submitted by Jade Bossert
45 Trustee, to install a 6’ tall dog ear cedar fence and two 4’ wide dog ear cedar gates. **Zoned:**
46 **Historical Residential (HR)**

47 Mayor Barraza stated the backyard extension is not part of Case #061502.
48

49 **Motion: To approve PZHAC Case #061502 – 2116 & 2118 Calle de San Albino, submitted by Jade**
50 **Bossert Trustee, to install a 6’ tall dog ear cedar fence and two 4’ wide dog ear cedar gates; *front gate***
51 ***and fence only.* Zoned: Historical Residential (HR), Moved by Trustee Garcia, Seconded by Trustee**

1 **Merrick.**

2
3 Trustee Garcia stated the Contractor number needs to be provided.

4
5 Mayor Barraza responded the permit will not be issued until that information is provided.

6
7 Mayor Pro Tem Johnson-Burick stated the divider between the two properties has already been added.

8
9 Mayor Barraza responded she will send Codes to follow up.

10
11 **Roll Call Vote:** Motion passed (**summary:** Yes =4).

12 Mayor Pro Tem Johnson-Burick Yes

13 Trustee Cadena Yes

14 Trustee Garcia Yes

15 Trustee Merrick Yes

16
17 g) **PZHAC Case #061505** – 2840 Teresita, submitted by Jacquie Porter, to repair stucco, add
18 color coat, trim paint, replace windows on back porch, and rain gutters under canals. **Zoned:**
19 **Historical Residential (HR)**

20 **Motion: To approve PZHAC Case #061505 – 2840 Teresita, submitted by Jacquie Porter, to repair**
21 **stucco, add color coat, trim paint, replace windows on back porch, and rain gutters under canals.**

22 **Zoned: Historical Residential (HR), Moved by Trustee Garcia, Seconded by Trustee Merrick.**

23
24 Trustee Garcia asked if the rain gutters will direct the water on to their property.

25
26 Mayor Barraza responded that is correct.

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

29 Mayor Pro Tem Johnson-Burick Yes

30 Trustee Cadena Yes

31 Trustee Garcia Yes

32 Trustee Merrick Yes

33
34 h) **PZHAC Case #061509** – 2293 Calle de Santa Ana, submitted by Adam/Josephine Perez to
35 reroof house. **Zoned: Historical Residential (HR)**

36 **Motion: To approve PZHAC Case #061509 – 2293 Calle de Santa Ana, submitted by Adam/Josephine**
37 **Perez to reroof house. Zoned: Historical Residential (HR), Moved by Mayor Pro Tem Johnson-Burick,**
38 **Seconded by Trustee Garcia.**

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

41 Mayor Pro Tem Johnson-Burick Yes

42 Trustee Cadena Yes

43 Trustee Garcia Yes

44 Trustee Merrick Yes

45
46 i) **PZHAC Case #061510** – 2184 Calle de Arroyo, submitted by Cheryll Blevins to repair and
47 repaint soffit and fascia on house. **Zoned: Historical Residential (HR)**

48 **Motion: To approve PZHAC Case #061510 – 2184 Calle de Arroyo, submitted by Cheryll Blevins to**
49 **repair and repaint soffit and fascia on house. Zoned: Historical Residential (HR), Moved by Mayor Pro**
50 **Tem Johnson-Burick, Seconded by Trustee Merrick.**

51
52 **Roll Call Vote:** Motion passed (**summary:** Yes =4).

53 Mayor Pro Tem Johnson-Burick Yes

1 Trustee Cadena Yes
2 Trustee Garcia Yes
3 Trustee Merrick Yes
4

5 j) **PZHAC Case #061511** – 2649 Calle Primera, submitted by Paul & Cheryll Blevins to repair
6 and replace fascia and repaint trim and windows. **Zoned: Historical Residential (HR)**
7 **Motion: To approve PZHAC Case #061511 – 2649 Calle Primera, submitted by Paul & Cheryll Blevins**
8 **to repair and replace fascia and repaint trim and windows. Zoned: Historical Residential (HR), Moved**
9 **by Trustee Merrick, Seconded by Trustee Garcia.**

10
11 Trustee Garcia asked if the color would remain the same.

12
13 Mayor Barraza responded they will be matching the same color.

14
15 **Roll Call Vote:** Motion passed (summary: Yes =4).

16 Mayor Pro Tem Johnson-Burick Yes
17 Trustee Cadena Yes
18 Trustee Garcia Yes
19 Trustee Merrick Yes
20

21 k) **PZHAC Case #061512** – 2483 Calle de San Albino, submitted by Alicia Diaz to remove
22 exterior concrete collar and cement plaster, replace damaged adobe, lime plaster and lower
23 brick sidewalk. **Zoned: Historical Commercial (HC)**
24 **Motion: To approve PZHAC Case #061512 – 2483 Calle de San Albino, submitted by Alicia Diaz to**
25 **remove exterior concrete collar and cement plaster, replace damaged adobe, lime plaster and lower brick**
26 **sidewalk. Zoned: Historical Commercial (HC), Moved by Trustee Merrick, Seconded by Trustee Garcia.**

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

29 Mayor Pro Tem Johnson-Burick Yes
30 Trustee Cadena Yes
31 Trustee Garcia Yes
32 Trustee Merrick Yes
33

34 l) **PZHAC Case #061513** – 2261 Calle de Santiago, submitted by Dorothy Barclay to patch roof
35 parapet and touch up paint. **Zoned: Historical Residential (HR)**
36 **Motion: To approve PZHAC Case #061513 – 2261 Calle de Santiago, submitted by Dorothy Barclay to**
37 **patch roof parapet and touch up paint. Zoned: Historical Residential (HR), Moved by Mayor Pro Tem**
38 **Johnson-Burick, Seconded by Trustee Merrick.**

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

41 Mayor Pro Tem Johnson-Burick Yes
42 Trustee Cadena Yes
43 Trustee Garcia Yes
44 Trustee Merrick Yes
45

46 m) **PZHAC Case #061514** – 2865 Teresita, submitted by Shirley Hitson to paint exterior walls of
47 the house. **Zoned: Historical Residential (HR)**
48 **Motion: To approve PZHAC Case #061514 – 2865 Teresita, submitted by Shirley Hitson to paint**
49 **exterior walls of the house. Zoned: Historical Residential (HR), Moved by Trustee Merrick, Seconded**
50 **by Trustee Garcia.**

51

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

7 n) **PZHAC Case #061515** – 2316 Calle de Colon, submitted by Steve Martinez to enclose garage,
8 install doors, construct no-load bearing wall/stucco. **Zoned: Historical Residential (HR)**
9 **Motion: To approve PZHAC Case #061515 – 2316 Calle de Colon, submitted by Steve Martinez to**
10 **enclose garage, install doors, construct no-load bearing wall/stucco. Zoned: Historical Residential**
11 **(HR), Moved by Trustee Merrick, Seconded by Trustee Garcia.**
12

13 **Roll Call Vote:** Motion passed (**summary:** Yes =4).
14 Mayor Pro Tem Johnson-Burick Yes
15 Trustee Cadena Yes
16 Trustee Garcia Yes
17 Trustee Merrick Yes
18

19 o) **For Approval:** Mayor Pro-Tem Election
20 Trustee Garcia nominated Trustee Merrick as Mayor Pro Tem.
21

22 **Motion: To approve nomination of Trustee Merrick for Mayor Pro Tem, Moved by Trustee Garcia,**
23 **Seconded by Mayor Pro Tem Johnson-Burick.**
24

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

31 p) **For Approval:** PZHAC Commissioners Appointment

32 Mayor Barraza stated she received seven letters of interest. The terms were extended one month so to avoid
33 holding up cases. Mayor Barraza and Mayor Pro Tem Merrick recommended Ms. Yolanda Lucero, Mr.
34 David Rockstraw and Mr. Davie Salas to the PZHAC.
35

36 **Motion: To approve PZHAC Commissioners Appointment, Moved by Mayor Pro Tem Merrick,**
37 **Seconded by Mayor Pro Tem Johnson-Burick.**
38

39 Mayor Pro Tem Merrick stated applications were reviewed and discussed. Recommended the other
40 applicants be considered for other committees.
41

42 Trustee Johnson-Burick stated she believed Commissioner Lucero was not wanting to serve.
43

44 Mayor Barraza responded Commissioner Lucero received some encouraging phone calls, so she decided to
45 apply.
46

47 Trustee Garcia asked if both, Mayor Barraza and Mayor Pro Tem Merrick, agreed to the appointments.
48

49 Mayor Barraza responded yes.
50

51 Trustee Garcia stated Ms. Lucero is the mayor's sister. The trustees support their recommendation.
52

1 Mayor Barraza stated Ms. Lucero is her sister; this is a non-paid position and is not considered nepotism.
2
3 Trustee Cadena stated she is surprised Ms. Lucero decided to apply as she also heard she was tired. The way
4 to get new blood is to give people a chance. She asked how long Mr. Salas has been on the commission.
5
6 Mayor Barraza responded this will be his third term.
7
8 Trustee Cadena stated it is important that there be transparency. She is happy to hear that all the applicants
9 were interviewed.
10
11 Mayor Barraza stated she would like to include the ones that were not appointed to other committees.
12
13 **Roll Call Vote:** Motion passed (**summary:** Yes =4).
14 Mayor Pro Tem Johnson-Burick Yes
15 Trustee Cadena Yes
16 Trustee Garcia Yes
17 Trustee Merrick Yes
18
19 **q) For Approval:** Resolution 2023-03 Adoption of the 2021 International Fire Code
20 **Motion: To approve Resolution 2023-03 Adoption of the 2021 International Fire Code, Moved by**
21 **Trustee Garcia, Seconded by Mayor Pro Tem Merrick.**
22
23 Mayor Barraza asked if there are deadlines to comply with if Resolution 2023-03 is approved.
24
25 Fire Marshal Whited responded the deadlines would be up to him. He will work with the businesses.
26
27 Mayor Barraza asked if Short-Term Rentals need to follow the same fire codes.
28
29 Fire Marshal responded yes as they are considered a business. All dwellings should have alarms and carbon
30 monoxide systems. Bars and restaurants will be required to have sprinkler systems.
31
32 Trustee Garcia asked how businesses will be notified.
33
34 Fire Marshal responded he will send out notifications as well as visiting the business.
35
36 Trustee Garcia recommended meeting with the Experience Mesilla committee. Now she understands why he
37 was pushing for sprinklers.
38
39 Fire Marshal Whited stated this will be coming forth by the state. We have \$1,000 left in the grant for smoke
40 alarms. Residents can call the station requesting a smoke alarm.
41
42 Mayor Barraza recommended posting the information at the normal places. Information can also be added to
43 the business renewal application. Numbers are available for the residents to post their house addresses on their
44 dwelling.
45
46 Trustee Johnson-Burick stated historical buildings that may not have vigas will have an issue adding sprinkler
47 systems.
48
49 Fire Marshal Whited gave example of what is needed if a dwelling does not have a sprinkler system. This is
50 our way of preserving the town.
51
52 Trustee Cadena stated she feels it is an advantage to the town if he takes control of the situation before the
53 state. Asked what happens if we do not adopt a timeline.
54

1 Fire Marshal Whited responded we have control on fire safety in the Town of Mesilla. If not adopted the ISO
2 will go up. CID will ask about sprinkler systems when submitting a permit. He is available to answer
3 questions.

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 **r) For Approval:** SCADA System Project Award - Alterman, Inc.

12 **Motion: To approve SCADA System Project Award – Alterman, Inc, Moved by Trustee Johnson-**
13 **Burick, Seconded by Mayor Pro Tem Merrick.**

14 Trustee Cadena asked what is causing the shortage.

15
16 Mr. McGillivray responded the original request was \$140,000; and received \$100,000. Project needed to be
17 scaled back without additional funding.

18
19 Mayor Barraza stated this is for \$72,900.

20
21 Mr. McGillivray stated \$72,900 plus \$13,500 for engineering, \$13,600 for construction and administration; not
22 including GRT. This will allow us to monitor the tank from here.

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
31 **s) For Approval:** Calle de Cura Reconstruction Project Award - A-Mountain

32 **Motion: To approve Calle de Cura Reconstruction Project Award – A-Mountain, Moved by Trustee**
33 **Johnson-Burick, Seconded by Mayor Pro Tem Merrick.**

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

36 Mayor Pro Tem Johnson-Burick Yes

37 Trustee Cadena Yes

38 Trustee Garcia Yes

39 Trustee Merrick Yes

40 41 **7. EXECUTIVE SESSION**

42 **a)** Discussion concerning attorney/client privilege matters pertaining to threatened or pending
43 litigation in which the public body is or may become a participant pursuant to NMSA 1978, Section
44 10-15-1(H)(7)

45 **Motion: To approve entering Executive Session – discussion concerning attorney/client privilege matters**
46 **pertaining to threatened or pending litigation in which the public body is or may become a participant**
47 **pursuant to NMSA 1978, Section 10-15-1(H)(7), Moved by Trustee Johnson-Burick, Seconded by Mayor**
48 **Pro Tem Merrick.**

49
50 **Roll Call Vote:** Motion passed (**summary:** Yes =4).

51 Mayor Pro Tem Johnson-Burick Yes

52 Trustee Cadena Yes

53 Trustee Garcia Yes

1 Trustee Merrick Yes

2

3 Entered Executive Session at 7:11 p.m.

4

5 **Motion: To approve enter Regular Meeting after limited discussion concerning attorney/client privilege**
6 **matters pertaining to threatened or pending litigation in which the public body is or may become a**
7 **participant pursuant to NMSA 1978, Section 10-15-1(H)(7) – no action taken, Moved by Trustee**
8 **Johnson-Burick, Seconded by Mayor Pro Tem Merrick.**

9

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

11 Mayor Pro Tem Johnson-Burick Yes

12 Trustee Cadena Yes

13 Trustee Garcia Yes

14 Trustee Merrick Yes

15

16 Entered Regular Meeting at 7:33 p.m.

17

18 **8. BOARD OF TRUSTEE COMMITTEE REPORTS**

19 Trustee Johnson-Burick: MPO meeting January 11th; next meeting Wednesday, February 8th

20

21 Mayor Pro Tem Merrick: MPO meeting January 11th; next meeting Wednesday, February 8th

22

23 Mayor Barraza: MPO meeting, STRD meeting. Thanked Acting Fire Chief Evans, Fire Marshal Whited, Ms.
24 Davis-Whited, Mr. Embry and Mr. Klebansky for all they are doing to keep the department running smoothly.

25

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

27 Trustee Cadena stated she always welcome the Public Input.

28

29 Mayor Pro Tem Merrick stated we are looking at PZHAC Administrative Approvals. Thanked the Department
30 Heads for their input on the ICIP. Thanked Mr. Taylor for his expertise. Her door is always open if anyone
31 has questions.

32

33 Trustee Johnson-Burick thanked everyone for their thoughts on the loss of her loved one.

34

35 Mayor Barraza thanked Trustee Johnson-Burick for serving as Mayor Pro Tem. We will look into the Earth
36 Builders Built. We have the resources in the Town of Mesilla, i.e., Mr. Taylor, Mr. Limon and Mr. Leifeld.

37 We received the correspondence from Ms. Telgard. This case cannot be discussed at this time since it is going
38 through the PZHAC process. Ordinance is clear on the roles of the town staff and PZHAC of what can be by
39 Administrative Approval. She met with NMDOT regarding the University Ave. project which will begin in
40 2023-2024. This project, when first brought forward was at \$4 million, it is now at \$20 million. Ms. Bush is
41 working on the weekends finishing up certain projects. Fire Chief, Town Clerk/Treasurer, Public Works
42 Maintenance and Administrative Clerk are the positions that are open. Interviewing for the Administrative
43 Clerk next Friday. Staff, trustees, and she will be in Santa Fe from Monday through Wednesday speaking to
44 legislators looking at getting some of our projects funded and on February 17th which is Municipal Day.
45 Interviews will be set up for the Fire Chief and Town Clerk positions. The Codes Enforcement Officer is
46 addressing the sign situation. Read ordinance We will be looking at modifying the Sandwich Signs as well
47 as other ordinances. Thanked everyone for all their hard work.

48

49 **10. ADJOURNMENT**

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

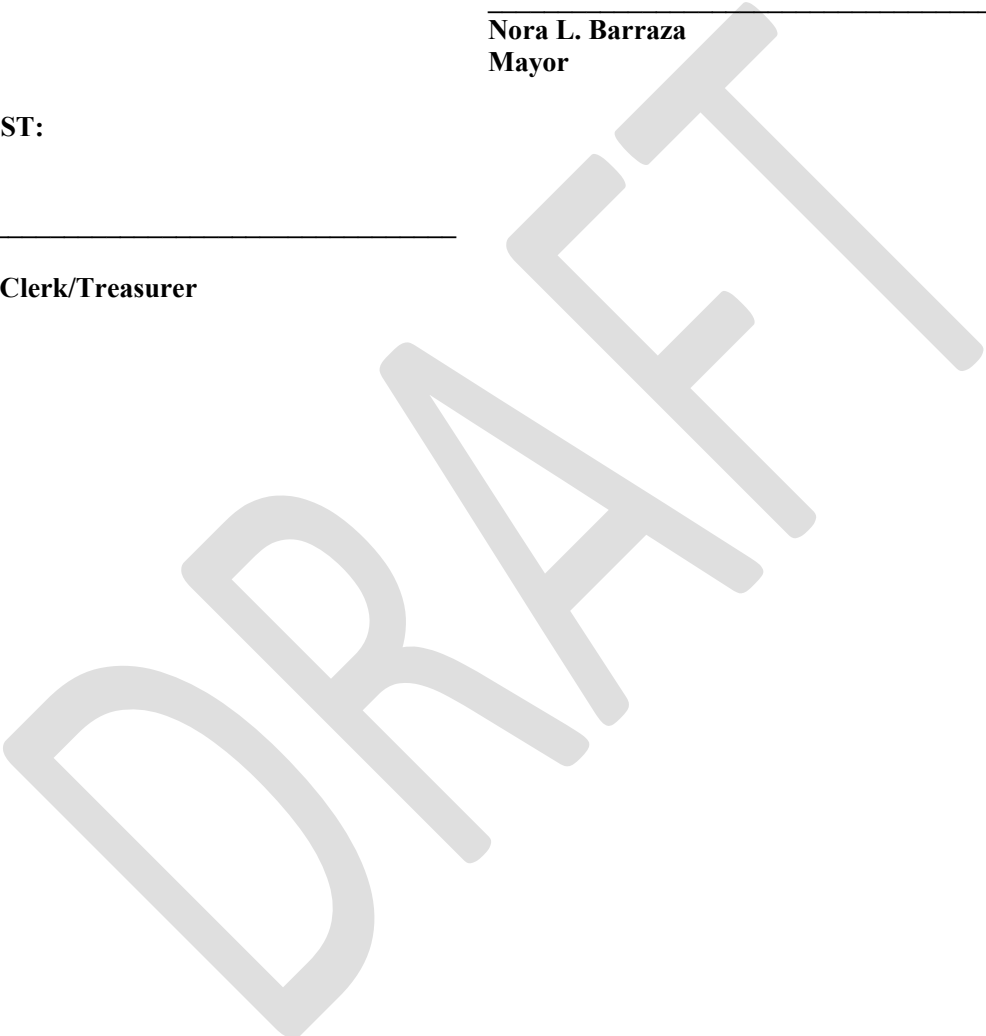
MEETING ADJOURNED AT 8:03 P.M.

APPROVED THIS 27th DAY OF FEBRUARY, 2023.

Nora L. Barraza
Mayor

ATTEST:

Town Clerk/Treasurer



BOARD ACTION FORM

ITEM:

Colonias Infrastructure Project Fund Loan/Grant Agreement

BACKGROUND:

2022 Colonias Infrastructure Funding Application for the Replacement of the University Ave. Waterlines.

SUPPORTING INFORMATION:

Town of Mesilla, Loan/Grant No. CIF-5786

BOT OPTIONS:

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

\$675,034

**COLONIAS INFRASTRUCTURE PROJECT FUND
LOAN/GRANT AGREEMENT**

Dated

March 24, 2023

By and Between the

NEW MEXICO FINANCE AUTHORITY,

and the

**TOWN OF MESILLA,
Doña Ana County, New Mexico,
as Borrower/Grantee.**

**COLONIAS INFRASTRUCTURE PROJECT FUND
LOAN/GRANT AGREEMENT**

THIS LOAN/GRANT AGREEMENT (the “Agreement”) dated March 24, 2023, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the “Finance Authority”), and the **TOWN OF MESILLA** in Doña Ana County, New Mexico, (the “Borrower/Grantee”).

W I T N E S S E T H:

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State of New Mexico (the “State”), constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended (the “Finance Authority Act”); and

WHEREAS, the Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended (the “Colonias Infrastructure Act” or the “Act”) creates the Colonias Infrastructure Project Fund (the “Fund”) in the Finance Authority, to be administered by the Finance Authority to originate grants or loans to Qualified Entities for Qualified Projects recommended by the Colonias Infrastructure Board (the “CIB”); and

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing municipality under the general laws of the State and more specifically, §§ 3-1-1 through 3-66-11, NMSA 1978, as amended; and

WHEREAS, the Borrower/Grantee is a community that is a Colonia within the meaning of the Act; and

WHEREAS, pursuant to the Act, Board Rules and the Policies, the CIB authorizes the Finance Authority to make loans/grants to Qualified Entities from the Fund for recommended Qualified Projects; and

WHEREAS, the Borrower/Grantee submitted an application dated February 14, 2022, for the Project; and

WHEREAS, the CIB has determined that the Project is a Qualified Project and that the Borrower/Grantee is a Qualified Entity under the Board Rules; and

WHEREAS, the CIB on May 24, 2022, recommended to the Finance Authority that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, and the CIB has recommended that the Finance Authority enter into and administer this Agreement; and

WHEREAS, the Finance Authority approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on June 23, 2022; and

WHEREAS, pursuant to the Board Rules and the Policies, the Borrower/Grantee will receive ten percent (10%) of its funding as a loan, in order to ensure the long-term solvency of the Fund by providing annual streams of revenue available to fund additional Qualified Projects; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan and grant a lien to the Finance Authority on the Pledged Revenues subordinate to all other liens thereon present and future, except that any present and future loans from the Finance Authority to the Borrower/Grantee pursuant to the Act or the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, as amended, shall be on a parity with this Loan/Grant; and

WHEREAS, the obligation of the Borrower/Grantee under this Agreement shall constitute a special, limited obligation of the Borrower/Grantee, limited to the Pledged Revenues, and shall not constitute a general obligation or other indebtedness of the Borrower/Grantee or a charge upon the general credit or ad valorem taxing power of the Borrower/Grantee, or the State; and

WHEREAS, the execution, performance, and delivery of this Agreement have been authorized, approved, and directed by the Governing Body pursuant to the Resolution; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved, and directed by all necessary and appropriate action of the CIB and the Finance Authority and their respective officers.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement including the foregoing recitals, unless the context clearly requires otherwise.

“Agreement Term” means the term of this Agreement as provided under Article III of this Agreement.

“Application” means the Colonias Infrastructure Project Fund Application for Funding dated February 14, 2022, of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

“Authorized Officers” means, with respect to the Borrower/Grantee, any one or more of the Mayor, Mayor Pro Tem and Town Clerk-Treasurer thereof; and with respect to the Finance Authority, the Chair, Vice-Chair and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

“Board Rules” means Review and Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

“Closing Date” means the date of execution of this Agreement by the Borrower/Grantee and the Finance Authority.

“Colonia” or “Colonias” means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly the Colonia of Mesilla, New Mexico.

“Conditions” means (1) all readiness to proceed requirements established for the Loan/Grant by the Finance Authority and the CIB; (2) all requirements set forth in the Term Sheet; (3) all requirements outlined in Section 2.1(p) and Section 5.1; (4) a determination that the disbursement applied for does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies; (5) the plans and specifications for the Project have been approved by all entities required by the CIB or the Finance Authority in their sole discretion to approve such plans and specifications.

“Department of Finance and Administration” or “DFA” means the department of finance and administration of the State.

“Eligible Architectural, Engineering and Construction Management Fees” means the fees and costs associated with the architectural, engineering and construction project management costs for services rendered to the Borrower/Grantee for the transaction of the Project and those directly associated with the Project in an amount up to twelve percent (12%) of the Loan/Grant Amount.

“Eligible Fees for Other Professional Services” means the fees and costs incurred for other professional services necessary to the completion of the Project including, but not limited to, services provided by accounting and auditing firms, hydrologists and surveyors. Such fees may not exceed five percent (5%) of the Loan/Grant Amount.

“Eligible Fiscal Agent Fees” means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by this Agreement in an amount not exceeding five percent (5%) of the Loan/Grant Amount.

“Eligible Items” means eligible Project costs for which loans/grants may be made pursuant to Title 2, Chapter 91, Part 2 NMAC, the Board Rules and applicable Policies, and includes costs of acquiring and constructing the Project, and, without limitation, Eligible Legal Costs, Eligible Fiscal Agent Fees, Eligible Architectural, Engineering and Construction Management Fees, and Eligible Fees for Other Professional Services.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project and those directly associated with the Qualified Project in an amount not exceeding ten percent (10%) of the Loan/Grant Amount, but does not include adjudication services.

“Event of Default” means one or more events of default as defined in Section 9.1 of this Agreement.

“Final Debt Service Schedule” means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

“Final Requisition” means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 4.4 of this Agreement.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Borrower/Grantee as its fiscal year.

“Force Majeure” means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Finance Authority establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the Board of Trustees of the Borrower/Grantee, or any future successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall equal 90% of the amount disbursed during the Interim Period not to exceed \$607,531.

“Gross Revenues” means all income and revenues directly or indirectly derived by the Borrower/Grantee from the operation and use of the System for any particular Fiscal Year or period to which term is applicable. In the event there is a conflicting description of Gross Revenues in any Ordinance or Resolution of the Borrower/Grantee, the language of such Ordinance or Resolution shall control.

“Hardship Waiver” means a determination by the Finance Authority pursuant to Section 4.1(a)(ii) herein that the annual principal payment by the Borrower/Grantee should be forgiven

because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Agreement and not solely to the particular section or paragraph of this Loan/Grant Agreement in which such word is used.

“Interest Component” means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit “C” hereto.

“Interim Debt Service Schedule” means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty-four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit “C”.

“Interim Period” means the period no greater than twenty-four (24) months, unless a longer period is approved by the Finance Authority as provided in Section 4.4 of this Agreement, beginning on the Closing Date, during which the Finance Authority will disburse moneys to the Borrower/Grantee to pay costs of the Project.

“Loan” or “Loan Amount” means 10% of the amount disbursed to the Borrower/Grantee as during the Interim Period for the purpose of funding the Project and shall not equal more than \$67,503.

“Loan/Grant” or “Loan/Grant Amount” means the combined amount distributed to the Borrower/Grantee during the Interim Period partially as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$675,034.

“Loan Payments” means, collectively, the Principal Component and interest, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit “C” hereto.

“Local Match” means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is \$67,587.

“Net System Revenues” means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs, required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the System.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System. In the event there is a conflicting description of Operation and Maintenance Expenses in any Ordinance or Resolution of the Borrower/Grantee, the language of such Ordinance or Resolution shall control.

“Parity Obligations” means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with this Agreement, as shown on the Term Sheet.

“Pledged Revenues” means the Net System Revenues of the Borrower/Grantee pledged to the payment of the Loan Payments pursuant to the Resolution and this Agreement and described in the Term Sheet.

“Policies” means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

“Political Subdivision of the State” means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, § 3-29-1 through § 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

“Principal Component” means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit “C” attached hereto.

“Project” means the project(s) described on the Term Sheet.

“Project Account” means the book account, if any, established by the Finance Authority in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, which shall be kept separate and apart from all other accounts of the Finance Authority.

“Qualified Entity” means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

“Qualified Project” means a capital outlay project recommended by the CIB to the Finance Authority for financial assistance that is primarily intended to develop Colonias infrastructure. A Qualified Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

“Resolution” means the Borrower/Grantee Resolution No. R2023-02 adopted by the Governing Body on February 13, 2023, authorizing the acceptance of the Loan/Grant, approving

this Agreement and pledging the Pledged Revenues to the payment of the Loan Payments as shown on the Term Sheet.

“Senior Obligations” means the NMFA Loan No. PPRF-4711, maturing in 2023, and any other obligations hereafter issued with a superior lien on the Pledged Revenues as defined in the Term Sheet, and meeting the requirements of this Agreement applicable to the issuance of Senior Obligations.

“State” means the State of New Mexico.

“System” means the water utility system of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part.

“Term Sheet” means Exhibit “A” attached to this Agreement.

“Useful Life” means the period during which the Project is expected to be usable for the purpose for which it was acquired and constructed, which is thirty (30) years.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE BORROWER/GRANTEE

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the Finance Authority as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

(b) Authorization of Agreement. The Borrower/Grantee is a Qualified Entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the constituent public the Borrower/Grantee serves.

(d) Useful Life. The Agreement Term is not greater than the Useful Life of the Project, and in any event shall not exceed thirty (30) years.

(e) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the proceeds of the Loan/Grant Amount shall be distributed pro rata as the Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Local Match and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(f) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(g) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Payments as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 4.1(a)(ii) of this Agreement. The Loan Payments shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(h) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and Conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound, or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(i) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for payment of this Agreement, including the Resolution, shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest that has been repaid, or provision made for payment thereof, shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee

shall not impair the rights of the Finance Authority or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(j) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction.

(k) Agency Approval. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(l) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement or the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(m) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated Operation and Maintenance Expenses or other expense of the Borrower/Grantee.

(n) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another Political Subdivision of the State, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the CIB and Finance Authority.

(o) Budgeting of Pledged Revenues. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(p) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project or System for the benefit of the Borrower/Grantee and the public it serves. The Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise dispose of or transfer the Project or System, or any part of the Project or System so long as this Agreement is outstanding; provided, however, that if the Project is a joint project of the Borrower/Grantee and other Qualified Entities (as defined by the Act), the Borrower/Grantee and the other Qualified Entities may, with the express written approval of the Finance Authority and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project or System during the term of the Agreement. Any such agreement shall provide that the Finance Authority shall have the power to enforce the terms of this Agreement, without qualification, as to each and every Qualified Entity (as defined by the

Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project or System, so that it will function properly over its Useful Life.

(q) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal Year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(r) Right to Inspect. The Finance Authority shall have the right to inspect at all reasonable times all records, accounts and data relating to the System and to inspect the System and all properties comprising the System, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the Finance Authority, within thirty (30) days of receipt of such request, written or oral.

(s) Records and Reporting. The Borrower/Grantee shall maintain financial records in accordance with Generally Accepted Accounting Principles throughout the Agreement Term, and in the event that the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14 does not apply, conduct an audit of the Project's financial records if requested by the CIB or the Finance Authority and provide any and all other information and access to the Project as requested by the CIB or the Finance Authority.

(t) Acquisition and Completion. The Borrower/Grantee shall proceed expeditiously to complete the Project and shall commence the Project in a commercially reasonable timeframe following the Closing Date. Further, the Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently in accord with all applicable laws, ordinances, resolutions and regulations relating to the acquisition, operation, maintenance and completion of the Project and use of the Loan/Grant proceeds. The Project shall be constructed, installed and completed substantially in accordance with the approved plans and specifications, and shall fully incorporate the available technologies and operational design for water use efficiency described in the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(u) Use of Grant Proceeds for Construction; Other Qualified Entities. The Borrower/Grantee shall operate and maintain the Project in good operating condition and repair at all times during the Useful Life of the Project, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, installed, located, completed or extended on real property owned by a Qualified Entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other Qualified Entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, installed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Finance Authority and shall include

an express statement by such other Qualified Entity that the Finance Authority is a third party beneficiary of such written agreement.

(v) Local Match. The Local Match is legally available for the Project, has been applied or set aside by the Borrower/Grantee solely for the purposes of the Project and sufficient evidence of the Local Match has been provided and will be continued to be provided as part of the Borrower/Grantee's quarterly reporting as outlined in Section 7.1 and as otherwise requested by the Finance Authority.

(w) Rate Covenant. The Borrower/Grantee covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal Year, plus one hundred percent (100%) of the maximum annual principal and interest payments due on all outstanding obligations payable from the Pledged Revenues.

(x) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended, and upon request, provide the Finance Authority with a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(y) Executive Order 2013-006 Requirements. The Borrower/Grantee has and will meet the requirements of Executive Order 2013-006 prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the Finance Authority and the CIB.

(z) Additional Debt. Prior to entering into additional indebtedness secured by a lien on the Pledged Revenues that is senior to or on parity with this Agreement, the Borrower/Grantee will seek the written consent of the Finance Authority, which consent will not be unreasonably withheld. Prior to entering into additional indebtedness secured by a lien on the Pledged Revenue subordinate to this Agreement or a lien on any revenues of the Borrower/Grantee other than the Pledged Revenues, the Borrower/Grantee will notify the Finance Authority in writing of such indebtedness.

(aa) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the System or the revenues derived from the operation of the same.

ARTICLE III AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate upon the earliest of the following events: (a) submission and acceptance of a completed Form of Certificate of Completion, Exhibit "D", and repayment of the Loan Amount and Interest or (b) the exercise

by the Finance Authority to terminate the Agreement pursuant to an Event of Default as outlined in Section IX of this Agreement.

ARTICLE IV

LOAN/GRANT TO THE BORROWER/GRANTEE; INVESTMENT OF MONEYS

Section 4.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Finance Authority hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Finance Authority, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "C" of this Agreement. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

(i) Subordinate Nature of Loan Amount Obligation. The obligation of the Borrower/Grantee to make the Loan Payments shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Finance Authority pursuant to the Act or the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, as amended.

(ii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, if a Borrower/Grantee has encountered an unforeseeable hardship, the Borrower/Grantee may apply in writing on or before April 1st to the Finance Authority for forgiveness of the annual Loan Payment coming due on June 1 of the same year. The Borrower/Grantee shall submit its application to the Finance Authority for a determination by the Finance Authority, in cooperation with DFA, and shall submit sufficient documentation of the existence of the unforeseeable hardship as is reasonably required by the Finance Authority, in cooperation with DFA, to make a determination. The Borrower/Grantee shall promptly respond to additional requests for information from the Finance Authority or DFA. Such application for a Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. The Finance Authority shall communicate the decision to the Borrower/Grantee in writing. In the event of a determination of unforeseeable hardship, the Loan Payment otherwise due on June 1 of that year shall be forgiven. If no unforeseeable hardship is found to exist, the Loan Payment shall remain outstanding and due and payable in accordance with the terms of this Agreement.

(iii) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the CIB, the Finance Authority, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

(b) Grant to the Borrower/Grantee. The CIB has granted to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Finance Authority and the CIB an amount equal to the Grant Amount subject to the terms of this Agreement.

(c) Project Account. The Finance Authority may establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the Finance Authority.

Section 4.2 Investment of Borrower/Grantee's Accounts. Money on deposit in the Borrower/Grantee's accounts created hereunder and held by the Finance Authority may be invested by the Finance Authority for the credit of the Fund.

Section 4.3 Loan/Grant Amount Does Not Exceed Total Cost. The sum of the Grant Amount, the Loan Amount, and the Local Match (and as set forth on the Term Sheet) does not exceed the cost of the Project, which, along with other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project.

Section 4.4 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the Finance Authority, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the Finance Authority, that unanticipated circumstances resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

ARTICLE V LOAN/GRANT AMOUNT DISBURSEMENT CONDITIONS

Section 5.1 Conditions Precedent to Disbursement of Loan/Grant Amount. Prior to the payment of any requisition of the Loan/Grant Amount or any portion thereof by the Finance Authority from the Fund, the following conditions shall be satisfied:

(a) The Finance Authority shall have determined that the Borrower/Grantee has met the Conditions established for the Loan/Grant; and

(b) Prior to disbursement of any portion of the Loan/Grant Amount for planning and design, the Borrower/Grantee shall have provided written assurance addressed to the Finance Authority and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the planning and design phase is to be conducted, or if acquisition and completion of the Project does not require physical or visual access to existing lands or facilities, the Borrower/Grantee shall have provided written assurance addressed to the Finance Authority and signed by an attorney certifying that no title to, easements, rights of way, or permits are necessary to acquire and complete the Project; and

(c) Prior to disbursement of any portion of the Loan/Grant Amount for installation or construction, the plans and specifications for the Project shall have been approved by all entities required by the CIB or the Finance Authority in their sole discretion to approve such plans and specifications and the Borrower/Grantee shall have provided written assurance addressed to the Finance Authority and signed by an attorney (or shall have provided a title

insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project is to be installed, constructed, located, completed or extended; and

(d) If any portion of the Project will be installed, constructed, located, completed or extended on real property owned by a Qualified Entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the Finance Authority and signed by an attorney (or shall have provided a title insurance policy) that such other Qualified Entity has proper title to such real property; and

(e) The Borrower/Grantee shall be in compliance with the provisions of this Agreement; and

(f) No Event of Default has occurred; and

(g) The Borrower/Grantee shall have provided any other information requested by the Finance Authority in its absolute discretion including documentation sufficient to make a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

Section 5.2 Accounting for Amounts Credited to the Project Account. So long as Section 5.1 has been complied with and all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of all plans and specifications), upon receipt by the Finance Authority of a requisition substantially in the form of Exhibit "B" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, installation, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the Finance Authority shall seek funds sufficient to satisfy the request and, upon receipt of those funds disburse from the Fund, amounts which together are sufficient to pay the requisition in full or that portion approved by the Finance Authority in its sole discretion. The certification provided pursuant to this Section 5.2 in support of the requisition must be acceptable in form and substance to the Finance Authority. The Borrower/Grantee shall provide such records or access to the Project as the Finance Authority, and, at its request, the CIB, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 5.3 Acknowledgment and Non-liability for Funding Interruption. The Borrower/Grantee hereby acknowledges that the Finance Authority and the CIB may be required to seek or request funds to satisfy the request outlined in Section 5.2 from an agency, instrumentality or other Political Subdivision of the State and that the Finance Authority and the CIB may have no control or authority over those entities. The Borrower/Grantee hereby agrees to waive on behalf of itself and indemnify and hold the Finance Authority and the CIB harmless from any and all third party claims, liability or damage that may or could be caused as a result of a delay or denial of funds related to or arising from the procedure described above or any other mechanism necessary or required to request, secure or process funds.

Section 5.4 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Fund, of the Loan/Grant Amount, or any portion thereof, without the approval of the Finance Authority to reimburse any expenditure made prior to the approval date of the award by the Finance Authority Board.

Section 5.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the Finance Authority, substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, that the Project has been completed. No portion of the Loan/Grant Amount shall be disbursed after the expiration of the Interim Period.

Section 5.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Amount; Termination of Pledge. Upon the first to occur of either (a) completion of the disbursement of the Loan/Grant Amount as signified by delivery of the completion certificate contemplated in Section 5.5 hereof; or (b) the earlier expiration of the time allowed for disbursements of Loan/Grant funds as provided in Section 5.5 hereof, the Finance Authority shall transfer the amounts remaining on deposit in the Project Account, if any, to such other fund permitted by law. Upon such entry, the pledge of the Project Account, if any, established in this Agreement shall terminate.

ARTICLE VI LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the Finance Authority an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Borrower/Grantee does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Finance Authority pursuant to the Act or the Water Project Finance Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments at the time and in the manner contemplated by this Agreement, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursement of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "C". Within thirty (30) days after the Final Requisition is made, the Finance Authority shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Governmental Unit pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "C".

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the Finance Authority acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Colonias Infrastructure Project Fund. All Loan Payments made by the Borrower/Grantee to the Finance Authority to repay the Loan Amount and interest thereon, if any, shall be deposited into the Colonias Infrastructure Project Fund.

Section 6.3 Manner of Payment. The Loan Amount shall be payable by the Borrower/Grantee to the Finance Authority in annual installments of principal payable on June 1 after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the Finance Authority at the address designated in Section 10.1 of this Agreement. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the Finance Authority, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available

funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 Finance Authority's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee, the Finance Authority agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Finance Authority no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII ADMINISTRATION

Section 7.1 Borrower/Grantee Reporting to the Finance Authority. The Borrower/Grantee shall provide the Finance Authority with a quarterly written report substantially in the form of Exhibit "D" attached hereto, or other report format as designated by the Finance Authority, and signed by an Authorized Officer of the Borrower/Grantee. The first quarterly report shall be due on June 30, 2023, and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, and (c) a description of the percentage of completion of the Project.

Section 7.2 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds. Upon the completion of the Project as signified by delivery of the completion certificate required by Section 5.5 hereof, the Finance Authority shall determine, by reference to the Project Account, if any, whether any portion of the authorized Loan/Grant Amount remains unexpended. If any of the Loan/Grant Amount remains unexpended, the funds shall be transferred by the Finance Authority to the appropriate account or fund in accordance with applicable law and the Borrower/Grantee shall have no right to access the funds.

Section 7.3 Further Assurances and Corrective Instruments. The Finance Authority and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and carrying out the intention hereof.

Section 7.4 Representatives of the Finance Authority or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Finance Authority or the Borrower/Grantee is required, or the Borrower/Grantee, or the Finance Authority is required to take some action at the request of any of them, such approval or such request shall be given for the Finance Authority or for the Borrower/Grantee, by an Authorized Officer of the Finance Authority

or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 7.5 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 7.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin;

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended; and

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 7.7 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the "Little Miller Act") is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the "Little Miller Act". If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

ARTICLE VIII INSURANCE; NON-LIABILITY OF THE FINANCE AUTHORITY

Section 8.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Finance Authority as additional insureds with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a Qualified Entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other Qualified Entity to perform

these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other Qualified Entity that the Finance Authority is a third party beneficiary of such written agreement.

Section 8.2 Non-Liability of the Finance Authority and the CIB.

(a) The Finance Authority and the CIB shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) The Finance Authority and the CIB shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the Finance Authority for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) To the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the Finance Authority and the CIB harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the Finance Authority and the CIB harmless, from and to the extent of the available Pledged Revenues, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority or the CIB, shall defend the Finance Authority or the CIB, as applicable, in any such action or proceeding.

**ARTICLE IX
EVENTS OF DEFAULT AND REMEDIES**

Section 9.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable; or

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Finance Authority, unless the Finance Authority shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental

to the rights of the Finance Authority but cannot be cured within the applicable thirty (30) day period, the Finance Authority will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of Force Majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 9.1(b) during the continuance of such inability (but Force Majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is determined to be false or misleading in any material respect in the sole discretion of the Finance Authority; or

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests; or

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debt as they become due or is generally not paying its debt as such debt become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests; or

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the Finance Authority.

Section 9.2 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid only from available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 9.3 Remedies on Default. Whenever any Event of Default has occurred and is continuing, and subject to Section 9.4 hereof, the Finance Authority may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Agreement;

(c) Cease disbursing any further amounts from the Project Account;

(d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority;

(f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues;

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues; or

(h) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Agreement or to enforce any other of their rights hereunder.

The Borrower/Grantee shall be responsible for reimbursing the Finance Authority for any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 9.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Finance Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Borrower/Grantee or the Finance Authority to exercise any remedy reserved in this Article IX, it shall not be necessary to give any notice, other than such notice as may be required in this Article IX.

Section 9.5 Waivers of Events of Default. The Finance Authority may, in its discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Finance Authority in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the Finance Authority. In case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority shall be restored to its former position and rights hereunder, but no such

waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 9.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof, and the Finance Authority shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the Finance Authority the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE X MISCELLANEOUS

Section 10.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

Town of Mesilla, New Mexico
Attn.: Town Clerk/Treasurer
2231 Avenida de Mesilla
Mesilla, New Mexico 88046

If to the Finance Authority, to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
207 Shelby Street
Santa Fe, New Mexico 87501

The Borrower/Grantee or the Finance Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices; certificates or other communications shall be sent.

Section 10.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Finance Authority and the Borrower/Grantee and their respective successors and assigns, if any.

Section 10.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Finance Authority and the Borrower/Grantee on the Effective Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Effective Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 10.4 Amendments. This Agreement may be amended only with the written consent of all of the parties to this Agreement. The consent of the Finance Authority for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the Finance Authority. The execution of any such consent by an Authorized Officer of the Finance Authority shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 10.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority or the CIB, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee, the CIB or of the Finance Authority is hereby expressly waived and released by the Borrower/Grantee, the CIB and the Finance Authority as a condition of and in consideration for the execution of this Agreement.

Section 10.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. Pursuant to NMSA 1978, § 6-21-26, as amended, the venue for any proceedings or any other action or procedure against the Finance Authority shall be in Santa Fe County.

Section 10.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 10.10 Application of Act and Board Rules. The Finance Authority and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable

provisions and requirements of the Act and the Board Rules are incorporated into this Agreement by reference.

Section 10.11 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO SECTION 6-21-26, NMSA.

[Remainder of page intentionally left blank.]

[Signature pages follow.]

IN WITNESS WHEREOF, the Finance Authority, has executed this Agreement, which was approved by the CIB on May 24, 2022, and by the Finance Authority's Board of Directors on June 23, 2022, in its corporate name by its duly Authorized Officer; and the Borrower/Grantee has caused this Agreement to be executed and attested by duly Authorized Officers thereof. All of the above are effective as of the date first above written.

FINANCE AUTHORITY:

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

Prepared for Execution by Officers of the
New Mexico Finance Authority:

SUTIN, THAYER & BROWNE
A PROFESSIONAL CORPORATION

By _____
Suzanne Wood Bruckner

Approved for Execution by Officers of the
New Mexico Finance Authority:

By _____
Daniel C. Opperman, Chief Legal Officer

BORROWER/GRANTEE:

TOWN OF MESILLA, DOÑA ANA COUNTY,
NEW MEXICO

By _____
Nora L. Barraza, Mayor

ATTEST:

By _____
Rani Bush, Town Clerk-Treasurer

6536129

EXHIBIT "A"

TERM SHEET

**\$675,034 COLONIAS INFRASTRUCTURE PROJECT LOAN/GRANT TO THE
TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO**

Project Description:	The Project is infrastructure development in accordance with the Act consisting of improvements to a water system, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies and is more specifically described as construction of University Avenue waterline replacement and shall include such other related work and revisions necessary to complete the Project.
Grant Amount:	\$607,531
Loan Amount:	\$67,503
Interest Component:	0%
Pledged Revenues:	Net System Revenues
Outstanding Senior Obligations for Pledged Revenues:	NMFA Loan No. PPRF-4711, maturing 2023
Outstanding Parity Obligations:	NMFA Loan No. WPF-722, maturing 2028; NMFA Loan No. WPF-759, maturing 2030; NMFA Loan No. WPF-3558, maturing 2038
Authorizing Legislation:	Borrower/Grantee Resolution No. R2023-02, adopted February 13, 2023
Local Match:	\$67,587 as calculated pursuant to Section 2.3 of the Policies
Closing Date:	March 24, 2023
Project Account Deposit:	\$675,034

Conditions to be satisfied prior to first disbursement of the Loan/Grant Amount:

Delivery to Finance Authority of (i) a copy of the agenda of the meeting of the Governing Body at which the Resolution was adopted and at which this Agreement, the Resolution and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the Town Clerk-Treasurer of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the Town Clerk-Treasurer of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant:

All Conditions defined in the Agreement.

EXHIBIT "B"

**FORM OF REQUISITION
(Colonias Infrastructure Project Fund)**

RE: \$675,034 Loan/Grant Agreement by and between the New Mexico Finance Authority and the Town of Mesilla, New Mexico, as Borrower/Grantee (the "Agreement").

Loan/Grant No. CIF-5786

Closing Date: March 24, 2023

TO: NEW MEXICO FINANCE AUTHORITY, colonias@nmfa.net

You are hereby authorized to disburse from the Project Account – Town of Mesilla, New Mexico with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: \$ _____

PAYEE'S NAME: _____

PAYEE'S ADDRESS: _____

II. REQUISITION INFORMATION (complete for all payments)

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

III. WIRING INFORMATION:

BANK NAME:	
ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: \$ _____
Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: \$ _____

TOTAL REQUIRED MATCH: \$67,587

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Finance Authority pursuant to the Colonias Infrastructure Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Project Account – Town of Mesilla, New Mexico. All representations contained in the Agreement, the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, water rights, easements or rights of way; (7) eligible legal costs and eligible fiscal agent fees associated with development of Qualified Projects, within limits set by the Colonias Infrastructure Board (“CIB”).

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved by all entities required by the CIB and the New Mexico Finance Authority in their sole discretion to approve such plans and specifications, has or will be acquired in compliance with applicable procurement laws and regulations and has or will be inspected and approved in accordance with applicable laws and regulations.

Capitalized terms used herein, are used as defined or used in the Loan/Grant Agreement.

DATE: _____

AUTHORIZED OFFICER

(As Provided in the Loan/Grant Agreement)

Print Name: _____

Print Title: _____

EXHIBIT "C"

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount shall be payable by the Borrower/Grantee to the Finance Authority in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2025 and ending June 1, 2044. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty.

EXHIBIT "D"

**COLONIAS INFRASTRUCTURE PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY**

Fund Recipient: Town of Mesilla, New Mexico Contact Name: Title: Email Address:	Project Number: CIF-5786 Project Name: University Ave. waterline replacement Project Type: Construction
Reporting Period: From _____ To _____ <input type="checkbox"/> Quarterly Project Report: <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> Final Project Report <input type="checkbox"/> Other _____	
CIF Funding Expiration: _____ Total CIF Award: \$ _____ Current Balance: \$ _____ Loan 10% Grant 90% Match \$67,587 Expected CIF Award Expenditure Next Quarter: \$ _____ Local Match Expenditure: To Date \$ _____ Next Quarter \$ _____	
Project Phase: <input type="checkbox"/> Planning <input type="checkbox"/> Design <input type="checkbox"/> Construction	
PROJECT COMPLETION: Original Date _____ Current Date _____ _____ % Complete Days Remaining to Complete _____ On Schedule? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Briefly Describe Project Progress During This Reporting Period: 	
Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved: 	
Goals/Milestones, With Timeline or Dates, For The Next Reporting Period: 	
Authorized Officer PRINT NAME: _____ PRINT TITLE: _____	
SIGNATURE: _____	Date: _____

**All fields must be completed*

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: \$675,034 Agreement by and between the Finance Authority and the Town of Mesilla, New Mexico, as Borrower/Grantee (the "Agreement")

Loan/Grant No. CIF-5786

Closing Date: March 24, 2023

TO: NEW MEXICO FINANCE AUTHORITY, colonias@nmfa.net

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20__.

2. The total cost of the Project was \$ _____.

3. Cost of the Project paid from the Loan/Grant Amount was \$ _____.

4. The portion of the Loan/Grant Amount unexpended for the Project is \$ _____.

5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

TOWN OF MESILLA, DOÑA ANA COUNTY,
NEW MEXICO

By _____

Its _____

EXHIBIT "F"

DOCUMENTS

1. Open Meetings Act Resolution No. 2022-08 adopted by the Borrower/Grantee on July 11, 2022;
2. Resolution No. R2023-02 adopted on February 13, 2023, Agenda, and Affidavits of Publication of Notice of Adoption of Resolution in the *Las Cruces Sun News*;
3. Loan/Grant Agreement;
4. General and No Litigation Certificate of the Borrower/Grantee;
5. Delivery, Deposit and Cross-Receipt Certificate;
6. Right of Way Certificate (to be executed prior to construction funding);
7. Borrower's Counsel Opinion;
8. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan/Grant Counsel to the Finance Authority;
9. Finance Authority Application and Project Approval (informational only); and
10. Written consent of existing lenders to Colonias loan, if required.

**TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO
COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT
NO. CIF-5786**

STATE OF NEW MEXICO)
COUNTY OF DOÑA ANA) ss. DELIVERY, DEPOSIT AND
) CROSS-RECEIPT CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor and Town Clerk/Treasurer of the Town of Mesilla, Doña Ana County, New Mexico (the "Borrower/Grantee"):

1. On the date of this Certificate, the Borrower/Grantee executed and delivered, or caused to be executed and delivered, a Loan/Grant Agreement between the Borrower/Grantee and the New Mexico Finance Authority (the "Finance Authority"), in the aggregate principal amount of \$675,034 (the "Loan/Grant Agreement"), as authorized by Borrower/Grantee Resolution No. R2023-02 (the "Resolution") adopted on February 13, 2023, relating to the execution and delivery of the Loan/Grant Agreement. The Grant Amount equals \$607,531 and the Loan Amount equals \$67,503, as such terms are defined in the Loan/Grant Agreement.

2. The undersigned acknowledge that the Loan/Grant Amount, as defined in the Loan/Grant Agreement, is available for disbursement to the Borrower/Grantee pursuant to the terms of Section 5.2 of the Loan/Grant Agreement upon transmission of payment requisitions to the Finance Authority in substantially the form attached as Exhibit "B" to the Loan/Grant Agreement, with supporting documentation as provided in the Loan/Grant Agreement, and will be used as set forth in the Resolution and the Loan/Grant Agreement.

WITNESS our hands this March 24, 2023.

TOWN OF MESILLA, DOÑA ANA COUNTY,
NEW MEXICO

By _____
Nora L. Barraza, Mayor

By _____
Rani Bush, Town Clerk/Treasurer

[SEAL]

STATE OF NEW MEXICO)
) ss
COUNTY OF SANTA FE)

It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, the undersigned has, on the date of this Certificate, received from the Town of Mesilla, New Mexico the Loan/Grant Agreement for Project No. CIF-5786.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

6538386

[COUNSEL LETTERHEAD]

FINAL OPINION OF COUNSEL

To: New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

Re: Town of Mesilla, Doña Ana County, New Mexico
\$675,034 Loan/Grant No. CIF-5786

Ladies and Gentlemen:

I am an attorney representing the Town of Mesilla, New Mexico (the "Borrower/Grantee") in connection with the above-referenced Loan/Grant. I am licensed to practice law and in good standing in the State of New Mexico. I provide this opinion in my role as counsel to the Borrower/Grantee, understanding that the New Mexico Finance Authority ("Lender/Grantor") and the New Mexico Colonias Infrastructure Board ("CIB") are relying on this opinion letter and but for this opinion letter, the Loan/Grant would not be approved.

Capitalized terms used in this Opinion have the same meaning as defined in Resolution No. R2023-02 adopted by the Governing Body of the Borrower/Grantee on February 13, 2023 (the "Resolution") unless otherwise defined in this Opinion or the context requires otherwise.

I hereby certify that I have examined:

- (1) The Town of Mesilla Colonias Infrastructure Project Fund Application dated February 14, 2022, and the New Mexico Colonias Infrastructure Board Approval dated May 24, 2022, and the New Mexico Finance Authority Approval dated June 23, 2022, for Loan/Grant No. CIF-5786 (the "Application" and the "Approval," respectively), relating to the Project.
- (2) The statutes creating or authorizing the creation of the Borrower/Grantee and documents creating the Borrower/Grantee.
- (3) The Annual Open Meetings Act Resolution or resolutions of the Borrower/Grantee in effect on February 13, 2023, and on March 24, 2023.
- (4) The proceedings of the Governing Body (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan/Grant application, the Project development, the budget for the Project, and the contracts with the various Project professionals including but not limited to architects, engineers, planners and contractors.

- (5) Proceedings of the Borrower/Grantee from the date of the Application to the date of this Opinion, including, without limiting the generality of the foregoing, the action of the Borrower/Grantee relating to (a) the selection of its Mayor, Board of Trustees, and Town Clerk/Treasurer; (b) the adoption of the Borrower/Grantee's Annual Open Meetings Act Resolution or resolutions; (c) the adoption of ordinances or resolutions governing the operation of the Project; (d) the plans and specifications for the Project; (e) cost estimates for the Project; (f) the adoption of ordinances, resolutions and regulations for the furnishing of service to customers; (g) the proposed operating budget for services to be provided, in whole or in part, by means of the Project; (h) the proposal to finance the Project, in whole or in part, with a Loan/Grant made by the CIB, acting through the Finance Authority; (i) the Resolution authorizing the Mayor to execute necessary documents to obtain the Loan/Grant for the Project; (j) all necessary approvals for the Project from federal, State or local authorities; and (k) the execution and delivery of the Loan/Grant Agreement evidencing such Loan/Grant.
- (6) The Resolution and the Loan/Grant Agreement providing that the Lender/Grantor on behalf of the Borrower/Grantee shall maintain a book Project Account on behalf of the Borrower/Grantee and shall cause the disbursement of the Loan/Grant Amount as provided in Article IV of the Loan/Grant Agreement.
- (7) The records and files of all offices in which there might be recorded, filed, or indexed, any liens of any nature whatsoever, affecting the title to any real property to be acquired with the Loan/Grant proceeds, or on which will be located any Project property to be acquired with the Loan/Grant proceeds.

Based upon my examination of the foregoing, it is my opinion that:

- A. The Borrower/Grantee is a duly organized and existing municipality under the laws of the State of New Mexico.
- B. The Borrower/Grantee is a community that is a Colonia within the meaning of the Colonias Infrastructure Act.
- C. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.
- D. The Authorized Officers of the Borrower/Grantee were duly and validly elected or appointed and are empowered to act for the Borrower/Grantee.
- E. The Borrower/Grantee has corporate power:
 - (1) to acquire, construct, install and complete the Project;
 - (2) to execute and deliver Loan/Grant documents including those identified above;

- (3) to perform all acts required by such Loan/Grant documents to be done by it; and
 - (4) to own, operate and maintain the Project during its Useful Life.
- F. All proceedings of the Borrower/Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.
- G. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Borrower/Grantee to carry out and enforce the provisions of the Loan/Grant Agreement.
- H. The Resolution is a valid and binding special limited obligation of the Borrower/Grantee enforceable in accordance with its terms and creates the pledge of the Net System Revenues of the Borrower/Grantee, as described in the Loan/Grant Agreement (the "Pledged Revenues") which it purports to create.
- I. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.
- J. No event will result from the execution and delivery of the Loan/Grant Agreement that constitutes a default or an event of default under either the Loan/Grant Agreement or the Resolution, and no event of default and no default under the Loan/Grant Agreement or the Resolution has occurred and is continuing on the date of this Opinion.
- K. The Borrower/Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all Conditions, which are required by the Loan/Grant Agreement to have been authorized, approved, performed or consummated by the Borrower/Grantee at or prior to the date of this Opinion. The Borrower/Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Loan/Grant Agreement.
- L. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan/Grant Agreement or any of the actions required to be taken by the Resolution or the Loan/Grant Agreement to the date of this Opinion have been obtained and are in full force and effect.
- M. Neither the Borrower/Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan/Grant Agreement does or will conflict with, or constitutes a breach by the Borrower/Grantee of, or default by the Borrower/Grantee under any law, court decree or order, governmental regulation, rule or order, ordinance, resolution, agreement, indenture, mortgage or other instrument to which the Borrower/Grantee is subject or by which it is bound.

- N. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to my knowledge, is there any basis therefore, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain costs of the Finance Authority and the CIB associated with the administration of the Colonias Infrastructure Project Fund, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee with respect to the Resolution or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, (e) the authority of the Borrower/Grantee to repay the Loan Amount, or (f) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.
- O. There are no recorded liens of any nature whatsoever affecting the title to any real property upon which the Project [to be designed with the proceeds of the Loan/Grant] will be located.
- P. No legal proceedings have been instituted or are pending, and to my knowledge none are threatened, whether or not the Borrower/Grantee is named as a party in such proceedings, which would affect the Borrower/Grantee's interest in the real property upon which the Project will be located, and there are no judgments against the Borrower/Grantee or liens against any property of the Borrower/Grantee that would impair the Borrower/Grantee's ability to complete the Project.
- Q. The Borrower/Grantee has acquired all of the necessary land rights, easements and rights-of-way for the Project and the Borrower/Grantee now has sufficient, adequate and continuous rights-of-way to permit the construction, installation, operation and maintenance of the Project.
- R. The Borrower/Grantee has complied with all of the requirements of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, applicable to the Project on or prior to the date of this opinion letter.

Dated this 24th day of March, 2023.

Joseph Cervantes, Esq.
Attorney for Borrower/Grantee
901 E. University Ave., Suite 965L
Las Cruces, New Mexico 88001

6540711

\$675,034
TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO
COLONIAS INFRASTRUCTURE LOAN/GRANT
NO. CIF-5786

Closing Date: March 24, 2023

TRANSCRIPT OF PROCEEDINGS
INDEX

1. Open Meeting Act Resolution No. 2022-08 adopted July 11, 2022
2. Resolution No. R2023-02, adopted February 13, 2023, Agenda, and the Affidavit of Publication of the Notice of Adoption of Resolution in the *Las Cruces Sun News*
3. Loan/Grant Agreement
4. General and No Litigation Certificate
5. Delivery, Deposit and Cross-Receipt Certificate
6. Right of Way Certificate
7. Borrower's Counsel Opinion
8. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan/Grant Counsel to the Finance Authority
9. Finance Authority Application and Project Approval (informational only)

TRANSCRIPT DISTRIBUTION LIST

Town of Mesilla, New Mexico
New Mexico Finance Authority
Sutin, Thayer & Browne A Professional Corporation

March 24, 2023

New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

Re: \$675,034 Colonias Infrastructure Project Fund Loan/Grant to Town of Mesilla, Doña Ana
County, New Mexico, CIF-5786

Ladies and Gentlemen:

We have acted as Loan/Grant Counsel to the New Mexico Finance Authority in connection with the \$675,034 Colonias Infrastructure Project Fund Loan/Grant Agreement dated March 24, 2023 (the "Loan/Grant Agreement") by and between the Town of Mesilla, Doña Ana County, New Mexico (the "Borrower/Grantee") and the New Mexico Finance Authority (the "Lender/Grantor"). The Loan/Grant Agreement is executed and delivered by the Borrower/Grantee pursuant to Sections 6-30-1 through 6-30-8 and Section 3-31-1 through 3-31-12, NMSA 1978, as amended, and the Borrower/Grantee's Resolution No. R2023-02, adopted on February 13, 2023 (the "Resolution"). The Loan/Grant Agreement has been executed and delivered to provide funds for construction of University Avenue waterline replacement, as described in the Loan/Grant Agreement.

We have examined the Resolution and such other law and certified proceedings and other documents as we deem necessary to deliver this opinion. As to questions of fact material to the opinions set forth herein, we have relied upon representations of the Borrower/Grantee contained in the Resolution and certified proceedings and other documents furnished to us, without undertaking to verify the same by independent investigation. In addition, we have relied upon statements of law made by the Borrower/Grantee's legal counsel in the certified proceedings.

Based on our examination, we are of the opinion that, under existing laws, regulations, rulings and judicial decisions as of the date hereof, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity and the assumptions, qualifications and limitations contained in this opinion:

1. The Resolution is a valid and binding special limited obligation of the Borrower/Grantee enforceable in accordance with its terms and creates the pledge of the Net System Revenues of the Borrower/Grantee, as described in the Loan/Grant Agreement (the "Pledged Revenues") which it purports to create.

2. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.

March 24, 2023

Page 2

3. The Loan/Grant Agreement is payable solely from and such payment is secured by a valid and binding lien on the Pledged Revenues as set forth in the Loan/Grant Agreement. The Lender/Grantor has no right to have taxes levied by the Borrower/Grantee for the payment of principal of or interest on the Loan/Grant Agreement and the Loan/Grant Agreement does not represent or constitute a debt or a pledge of, or a charge against, the general credit of the Borrower/Grantee.

4. The Loan/Grant Agreement is a valid and binding obligation of the Lender/Grantor and is enforceable in accordance with its terms and provisions.

We express no opinion with respect to the provisions of the Loan/Grant Agreement and the Resolution with respect to indemnification provisions requiring that amendments be in writing or payment of attorneys' fees. This opinion letter is limited to matters expressly stated in this opinion letter and no opinion is inferred or may be implied beyond the matters expressly stated in this opinion letter.

We express no opinion as to, or the effect or applicability of, any laws other than the laws of the State of New Mexico. The opinions expressed herein are based only on the laws in effect as of the date hereof, and in all respects are subject to and may be limited by future legislation, as well as developing case law. We undertake no obligation to update or modify this opinion for any future events or occurrences, including, but not limited to, determining or confirming continuing compliance by the Lender/Grantor and the Borrower/Grantee with the terms of the Loan/Grant Agreement.

The foregoing opinion represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

We understand that this opinion is being relied upon by the addressees hereof, and we consent to such reliance, but this opinion may not be delivered to or relied upon by any other person or entity without our written consent.

Very truly yours,

SUTIN, THAYER & BROWNE
A Professional Corporation

\$675,034
TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO
COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT
NO. CIF-5786

STATE OF NEW MEXICO)
) ss. GENERAL AND NO LITIGATION
COUNTY OF DOÑA ANA) CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor and Town Clerk/Treasurer for the Town of Mesilla (the “Borrower/Grantee”) in the State of New Mexico (the “State”):

Capitalized terms used in this Certificate have the same meaning as defined in Resolution No. R2023-02 adopted by the Governing Body of the Borrower/Grantee on February 13, 2023 (the “Resolution”) unless otherwise defined in this Certificate or the context requires otherwise.

1. The Borrower/Grantee is a duly organized and existing municipality under the laws of the State of New Mexico.

2. The Borrower/Grantee is a community that is a Colonia within the meaning of the Colonias Infrastructure Act.

3. From at least June 23, 2022, to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Borrower/Grantee:

Mayor:	Nora L. Barraza
Board of Trustees:	Stephanie Johnson-Burick Adrianna Merrick Biviana Cadena Veronica S. Garcia
Town Clerk/Treasurer	Rani Bush

4. The population of Borrower/Grantee is at least 75% English speaking.

5. Notice of adoption of the Resolution was published in English in the *Las Cruces Sun News*, a newspaper qualified to publish legal notices that is of general circulation of the Borrower/Grantee.

6. There is no reason within our knowledge and belief after due investigation, why the Borrower/Grantee may not enter into the Loan/Grant Agreement with the New Mexico Finance Authority, as authorized by the Resolution.

7. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial

condition, results of operations, prospects, or properties of the Borrower/Grantee since the date of the Resolution.

8. To the best of our knowledge and belief after due investigation, none of the events of default referred to in Article IX of the Loan/Grant Agreement has occurred.

9. There is no threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to our knowledge is there any basis therefor, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of the Pledged Revenues to pay the principal, interest or administrative fees on the Loan/Grant Agreement, or in any way materially adversely affecting or questioning (a) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain expenses as described therein, (b) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee taken with respect to the Resolution or the Loan/Grant Agreement, (c) the execution and delivery of the Loan/Grant Agreement, or (d) the power of the Borrower/Grantee to carry out the transactions contemplated by, the Resolution and the Loan/Grant Agreement.

10. The Borrower/Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Borrower/Grantee contained in the Loan/Grant Agreement and in the Resolution are true and correct as of the date hereof.

11. The Borrower/Grantee is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

12. To our knowledge and belief after due investigation, neither the Mayor, the Town Clerk/Treasurer, any member of the Governing Body of the Borrower/Grantee, nor any other officer, employee or other agent of the Borrower/Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

13. Regular meetings of the Borrower/Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at the Mesilla Town Hall 2231 Avenida de Mesilla, Mesilla, New Mexico 88046, the principal meeting place of the Borrower/Grantee.

14. The Borrower/Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Borrower/Grantee's Governing Body in connection with the Loan/Grant Agreement. The Open Meetings Act Resolution adopted and approved by the Governing Body on July 11, 2022, establishes notice standards for meetings of the Governing Body. The Open Meetings Act Resolution or repealed. All action of the Governing Body with respect to the Resolution and the Loan/Grant Agreement was taken at meetings held in compliance with the Open Meetings Act Resolution No. 2022-08 which resolution was effective on July 11, 2022, and has not been amended, repealed or rescinded.

15. The Borrower/Grantee is in compliance with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended.

16. The Mayor and the Town Clerk/Treasurer, on the date of the signing of the Loan/Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Borrower/Grantee authorized to execute the Loan/Grant Agreement.

17. This Certificate is for the benefit of the Finance Authority and the Colonias Infrastructure Board.

18. This Certificate may be executed in counterparts.

[Signature page follows.]

WITNESS our signatures and the seal of the Borrower/Grantee this 24th day of March 2023.

TOWN OF MESILLA, DOÑA ANA COUNTY,
NEW MEXICO

(SEAL)

By _____
Nora L. Barraza, Mayor

By _____
Rani Bush, Town Clerk/Treasurer

6538726

**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
RESOLUTION NO. R2023-02 OF THE BOARD OF TRUSTEES
OF THE TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO
FEBRUARY 13, 2023**

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

The Board of Trustees (the “Governing Body”) of the Town of Mesilla, New Mexico (the “Borrower/Grantee”) met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at Mesilla Town Hall 2231 Avenida de Mesilla, Mesilla, New Mexico 88046, being the meeting place of the Governing Body for the meeting held on the 13th day of February, 2023, at the hour of 6:00 p.m. Upon roll call, the following members were found to be present:

Present:

Mayor:

Board of Trustees:

Absent:

Also Present:

Thereupon, there were officially filed with the Town Clerk-Treasurer copies of a proposed Resolution and Colonias Infrastructure Project Fund Loan/Grant Agreement in final form, the proposed Resolution being as hereinafter set forth:

[Remainder of page intentionally left blank.]

**TOWN OF MESILLA, NEW MEXICO
RESOLUTION NO. R2023-02**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“FINANCE AUTHORITY,” OR THE “LENDER/GRANTOR”) AND THE TOWN OF MESILLA, NEW MEXICO (THE “BORROWER/GRANTEE”), IN THE TOTAL AMOUNT OF \$675,034, EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF UNIVERSITY AVENUE WATERLINE REPLACEMENT, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT OF \$67,503 SOLELY FROM NET SYSTEM REVENUES AND ACCEPTANCE OF A GRANT AMOUNT OF \$607,531; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Resolution unless the context requires otherwise.

WHEREAS, the CIB is a public body duly organized and created under and pursuant to the laws of the State of New Mexico (the “State”), particularly the Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended, (the “Colonias Infrastructure Act” or the “Act”); and

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1, through 6-21-31, as amended (the “Finance Authority Act”); and

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing municipality under the general laws of the State and more specifically, §§ 3-1-1 through 3-66-11, NMSA 1978, as amended; and

WHEREAS, the Act creates the Colonias Infrastructure Project Fund (the “Fund”) in the Finance Authority, to be administered by the Finance Authority to originate grants or loans to Qualified Entities for Qualified Projects recommended by the CIB; and

WHEREAS, the Borrower/Grantee is a community that is a Colonia within the meaning of Act; and

WHEREAS, the Borrower/Grantee submitted an application dated February 14, 2022, for the Project; and

WHEREAS, the CIB has determined that the Project is a Qualified Project and that the Borrower/Grantee is a Qualified Entity under the Board Rules; and

WHEREAS, the CIB on May 24, 2022, recommended to the Finance Authority that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, and the CIB has recommended that the Finance Authority enter into and administer the Loan/Grant Agreement; and

WHEREAS, the Finance Authority approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on June 23, 2022; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee that the Borrower/Grantee enter into an Agreement with the Lender/Grantor to borrow \$67,503 from the Lender/Grantor and to accept a grant in the amount of \$607,531 from the Lender/Grantor to finance the costs of construction of University Avenue waterline replacement, this project being more particularly described in the Term Sheet; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Local Match and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public they serve that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the CIB or the Finance Authority or a debt or pledge of the full faith and credit of the Borrower/Grantee, the CIB, the Finance Authority or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the Town Clerk-Treasurer this Resolution and the form of the Loan/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Local Match is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF MESILLA, DOÑA ANA COUNTY NEW MEXICO:

Section 1. Definitions. Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Resolution unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Resolution including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms not defined herein shall have the meaning given them by the Loan/Grant Agreement.

“Agreement” or “Loan/Grant Agreement” means the Loan/Grant Agreement and any amendments or supplements thereto, including the Exhibits attached thereto.

“Authorized Officers” means, any one or more of the Mayor, Mayor Pro Tem, and Town Clerk-Treasurer of the Borrower/Grantee.

“Borrower/Grantee” means the Town of Mesilla in Doña Ana County, New Mexico.

“CIB” means the Colonias Infrastructure Board created by the Act.

“Closing Date” means the date of execution of the Loan/Grant Agreement by the Borrower/Grantee and the Finance Authority.

“Colonia” or “Colonias” means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly Mesilla, New Mexico.

“Colonias Infrastructure Project Fund” or “Fund” means the fund of the same name created pursuant to the Act and held and administered by the Finance Authority.

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

“Completion Date” means the date of final payment of the cost of the Project.

“Eligible Architectural, Engineering and Construction Management Fees” means the fees and costs associated with the architectural, engineering and construction project management costs for services rendered to the Borrower/Grantee for the transaction of the Project and those directly associated with the Project, in an amount up to twelve percent (12%) of the Loan/Grant Amount.

“Eligible Fees for Other Professional Services” means the fees and costs incurred for other professional services necessary to the completion of the Project including, but not limited to,

services provided by accounting and auditing firms, hydrologists and surveyors. Such fees may not exceed five percent (5%) of the Loan/Grant Amount.

“Eligible Fiscal Agent Fees” means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by the Loan/Grant Agreement, in an amount not exceeding five percent (5%) of the Loan/Grant Amount.

“Eligible Items” means eligible Project costs for which loans/grants may be made pursuant to Title 2, Chapter 91, Part 2 NMAC, the Board Rules and applicable Policies, and includes costs of acquiring and constructing the Project, and, without limitation, Eligible Legal Costs and Eligible Fiscal Agent Fees.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project and those directly associated with the qualified project, in an amount not exceeding ten percent (10%) of the Loan/Grant Amount, but does not include adjudication services.

“Finance Authority” means the New Mexico Finance Authority.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Borrower/Grantee as its fiscal year.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Finance Authority establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the Board of Trustees of the Borrower/Grantee, or any future successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall equal 90% of the amount disbursed not to exceed \$607,531.

“Gross Revenues” has the meaning given to that term in the Loan/Grant Agreement..

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

“Lender/Grantor” means the Finance Authority.

“Loan” or “Loan Amount” means 10% of the amount disbursed to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$67,503.

“Loan/Grant” or “Loan/Grant Amount” means the amount provided to the Borrower/Grantee as the Grant Amount and borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project. The value of the Loan/Grant shall not equal more than \$675,034.

“Local Match” means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is \$67,587.

“Loan Payments” means, collectively, the Principal Component (defined in the Loan/Grant Agreement) and interest, if any, to be paid by the Borrower/Grantee as payment of the Loan/Grant Agreement as shown on Exhibit “C” to the Loan/Grant Agreement.

“Net System Revenues” means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs, required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the System.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” has the meaning given to that term in the Loan/Grant Agreement.

“Pledged Revenues” means the Net System Revenues of the Borrower/Grantee pledged to the payment of the Loan Payments pursuant to this Resolution and the Loan/Grant Agreement and described in the Term Sheet.

“Policies” means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

“Political Subdivision of the State” means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, § 3-29-1 through § 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

“Project” means the project described in the Term Sheet.

“Project Account” means the book account, if any, established by the Finance Authority in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount

by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the Finance Authority.

“Qualified Entity” means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

“Qualified Project” means a capital outlay project recommended by the CIB to the Finance Authority for financial assistance that is primarily intended to develop Colonias infrastructure. A Qualified Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

“Resolution” means this Resolution as it may be supplemented or amended from time to time.

“Rules” means Review and Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

“State” means the State of New Mexico.

“System” means the water utility system of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part.

“Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement.

“Useful Life” means the period during which the Project is expected to be usable for the purpose for which it was acquired and constructed, which is thirty (30) years.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Borrower/Grantee and the public it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Local Match and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Local Match is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The Lender/Grantor shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has title to or easements or rights of way on the real property upon which the Project is being constructed or located.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of \$607,531 and borrowing the Loan Amount of \$67,503 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of \$607,531 and the Loan shall be in the amount of \$67,503. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement, as presented at the meeting of the Governing Body, at which this Resolution was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the Town Clerk-Treasurer is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds; Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the Finance Authority and further approves of the deposit or crediting of a portion of the Loan/Grant Amount to pay expenses. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Colonias Infrastructure Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. CIB and Finance Authority Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article V of the Loan/Grant Agreement. Neither the CIB nor the Finance Authority shall in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the Finance Authority for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount directly from the Pledged Revenues to the Finance Authority as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount, the priority of which is consistent with that shown on the Term Sheet.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Resolution Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and Town Clerk-Treasurer of the Borrower/Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

[Remainder of page intentionally left blank.]

[Form of Notice of Adoption of Resolution for Publication]

Town of Mesilla, New Mexico
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. R2023-02, duly adopted and approved by the Board of Trustees of the Town of Mesilla, New Mexico on February 13, 2023. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the Town Clerk-Treasurer at 2231 Avenida de Mesilla, Mesilla, New Mexico 88046.

The title of the Resolution is:

**TOWN OF MESILLA, NEW MEXICO
RESOLUTION NO. R2023-02**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY," OR THE "LENDER/GRANTOR") AND THE TOWN OF MESILLA, NEW MEXICO (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF \$675,034, EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF UNIVERSITY AVENUE WATERLINE REPLACEMENT, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT OF \$67,503 SOLELY FROM NET SYSTEM REVENUES AND ACCEPTANCE OF A GRANT AMOUNT OF \$607,531; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[End of Form of Notice of Adoption for Publication]

PASSED, APPROVED AND ADOPTED THIS 13TH DAY OF FEBRUARY, 2023.

TOWN OF MESILLA, DOÑA ANA COUNTY,
NEW MEXICO

By _____
Nora L. Barraza, Mayor

ATTEST:

By _____
Rani Bush, Town Clerk-Treasurer

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

The motion to adopt the Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye:

Those Voting Nay:

Those Absent:

_____ () Members of the Governing Body having voted in favor of the motion, the Mayor declared the motion carried and the Resolution adopted, whereupon the Mayor and Town Clerk-Treasurer signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting upon motion duly made, seconded and carried, was adjourned.

TOWN OF MESILLA, DOÑA ANA COUNTY,
NEW MEXICO

By _____
Nora L. Barraza, Mayor

ATTEST:

By _____
Rani Bush, Town Clerk-Treasurer

[Remainder of page intentionally left blank.]

EXHIBIT "A"

Notice of Meeting, Meeting Agenda

\$675,034
TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO
COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT
NO. CIF-5786

RIGHT-OF-WAY CERTIFICATE

The undersigned on behalf of the Town of Mesilla (the "Borrower/Grantee"), a municipality in the County of Doña Ana and the State of New Mexico, hereby certifies except as noted in item 4 below:

1. That the Borrower/Grantee is the owner in fee simple of the lands needed for the construction, operation, and maintenance of the facilities to be constructed, installed, repaired, or enlarged with the proceeds of the above-referenced Loan/Grant made by the New Mexico Finance Authority (the "Project"), or that the Borrower/Grantee has acquired and presently holds continuous and adequate rights-of-way on lands owned by others that are needed for the Project, whether public or private, and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the Project.
2. That the Borrower/Grantee has acquired all necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation, and maintenance of the facilities upon, along or across streets, roads, highways, and utility corridors.
3. That the attached map the location of all lands and rights-of-way needed for the Project, which lands and rights-of-way the Borrower/Grantee has acquired and now holds by purchase or dedication, by right of use or adverse possession, or by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.
4. Exceptions: [NONE]

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the Town of Mesilla, New Mexico as of this 24th day of March, 2023.

Joseph Cervantes, Esq.
Attorney for Borrower/Grantee
901 E. University Ave., Suite 965L
Las Cruces, New Mexico 88001

6538835

BOND DEBT SERVICE

Town of Mesilla
 University Ave Waterline Replacement, CIF-5786

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
06/01/2025	3,376		3,376	3,376
06/01/2026	3,376		3,376	3,376
06/01/2027	3,375		3,375	3,375
06/01/2028	3,375		3,375	3,375
06/01/2029	3,375		3,375	3,375
06/01/2030	3,375		3,375	3,375
06/01/2031	3,375		3,375	3,375
06/01/2032	3,375		3,375	3,375
06/01/2033	3,375		3,375	3,375
06/01/2034	3,375		3,375	3,375
06/01/2035	3,375		3,375	3,375
06/01/2036	3,375		3,375	3,375
06/01/2037	3,375		3,375	3,375
06/01/2038	3,375		3,375	3,375
06/01/2039	3,375		3,375	3,375
06/01/2040	3,375		3,375	3,375
06/01/2041	3,375		3,375	3,375
06/01/2042	3,375		3,375	3,375
06/01/2043	3,375		3,375	3,375
06/01/2044	3,376		3,376	3,376
	67,503	0	67,503	67,503



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

January 26, 2023

Rod McGillivray, Public Works Director
Town of Mesilla
P.O. Box 10
Mesilla, New Mexico 88046

Project No: LP10037

Dear Public Works Director McGillivray:

We regret to inform you that your application for the Transportation Project Fund Match Waiver Program for the 2023 fiscal year for project was not approved. Attached is the financial analysis provided to us by the Local Government Division of DFA.

If you have any questions or comments, please contact me at (505) 699-9946 or Clarissa.martinez@dot.nm.gov.

Sincerely,

Clarissa Martinez
State Grants Manager
Project Oversight Division

C: District 1 Engineer
District 1 LGRF Coordinator

**Michelle Lujan
Grisham**
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Town of Mesilla, New Mexico

RESOLUTION NO. 2022-15

PARTICIPATION IN THE FY23 TRANSPORTATION PROJECT FUND HARDSHIP MATCH WAIVER PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the Town of Mesilla and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be \$468,656.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or **\$445,223.20**
and
- b. Town of Mesilla's proportional matching share shall be 5% or **\$23,432.80**

TOTAL PROJECT COST IS \$468,656.00

Town of Mesilla shall pay all costs, which exceed the total amount of **\$468,656.00**

WHEREAS, NMAC 27.3.8 allows Public Entities who are experiencing financial hardship to apply for a Match Waiver of all or part of the above mentioned Public Entity match.

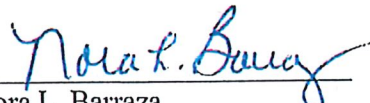
WHEREAS, Town of Mesilla qualifies for the Match Waiver because the Town of Mesilla has a limited tax base, which limits the proportional matching share.

NOW THEREFORE, BE IT RESOLVED in official session that Town of Mesilla determines, resolves, and orders as follows:

That Town of Mesilla requests a Match Waiver In the amount of \$23,432.80 for FY23 TPF Program for the 'Planning, engineering, survey, design, construction and construction administration for the removal and replacement of the Calle de Santiago bridge including the headwalls and abutment, removal and replacement of concrete and


brick sidewalks, construction of new sidewalks and replacement of minor pavement section including curb and gutter.

PASSED, APPROVED AND ADOPTED by the Board of Trustees at its regular meeting of **September 12, 2022**.



Nora L. Barraza
Mayor

ATTEST:



Rani Bush
Town Clerk-Treasurer





PAID

TOWN OF MESILLA
APPLICATION FOR BUILDING PERMIT

Permit Fee \$370.00
Review Fee \$55.00
Total Fee \$425.00

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

CASE NO. 061514 ZONE: B3 CODE: ACC APPLICATION DATE: 1.17.2023

JURADO, PEDRO D New Cingular Wireless PCS, LLC by Crown Castle USA Inc. 602.598.7252
Name of Property Owner Property Owner's Telephone Number

300 S MOTEL BLVD LAS CRUCES NM 88007
Property Owner's Mailing Address City State Zip Code

franita.stapleton@crowncastle.com
Property Owner's E-mail Address

Velex (Nexius) 4455 E. Nunneley Rd. Gilbert, AZ 85296
Contractor's Name & Address (if none, indicate Self)

945 213-2559 Contractor's Telephone Number Contractor's Tax ID Number ROC # 328391 Contractor's License Number

Address of Proposed Work: 3385 AVENIDA DE MESILLA (HIGHWAY 28)

Description of Proposed Work: Add an antenna per sector (total of 3), and 3 50 AMP breakers for AIR 6449 B77D ground equipment as per plans for an existing carrier on an existing wireless communication facility.

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. X 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. X 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. X Proof of legal access to the property.
12. Other information as necessary or required by the Town Code or Community Development Department.

\$30,000.00 Estimated Cost Signature of Applicant: Fran Nita Stapleton Date: 1.17.2023

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: [] 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:



2055 S Stearman Dr
Chandler, AZ 85286

Phone: (602) 598-7252
www.crowncastle.com

Project Data Sheet

Business Unit (BU)	858163
Application/Order Number	624467
Crown Castle Site Name	ZOD_ALLTEL_NMLC_ELP_PICACHO
Customer Site Number	WTEN005668
Site Address	3385 AVENIDA DE MESILLA (HIGHWAY 28)
Site City, State, Zip	LAS CRUCES, NM 88005
Parcel Tax ID	04-00872
Applicant / Agent	New Cingular Wireless PCS, LLC by Crown Castle USA Inc.
Agent Address	2055 S Stearman Dr
Agent phone number	(602) 598-7252
Carrier	AT&T Mobility
Scope of work	Add or replace antennas, ancillary equipment and ground equipment as per plans for an existing carrier on an existing wireless communication facility.
Property Owner	JURADO, PEDRO D
Property Owner Address	300 S MOTEL BLVD, LAS CRUCES, NM 88007
Structure Type	MONOPOLE
Structure Height	63.5 FT
Antenna Equipment Height	65
Size of Compound Sq. Ft.	836 sq ft
Latitude	32° 15' 58.7"
Longitude	-106° 47' 7.2"
Zoning Jurisdiction	COUNTY OF DONA ANA, NM
Zoning Jurisdiction Address	845 N. MOTEL BLVD., LAS CRUCES, NM 88007
Permitting Jurisdiction	COUNTY OF DONA ANA, NM
Permitting Jurisdiction Address	845 N. MOTEL BLVD., LAS CRUCES, NM 88007



2055 S Stearman Dr
Chandler, AZ 85286

Phone: (602) 598-7252
www.crowncastle.com

January 17, 2023

COUNTY OF DONA ANA, NM
Community Development/Building Services
845 N. MOTEL BLVD.
LAS CRUCES, NM 88007

Via Electronic Delivery

*****NOTICE OF ELIGIBLE FACILITIES REQUEST*****

RE: Request for Minor Modification to Existing Wireless Facility – Section 6409
Site Address: 3385 AVENIDA DE MESILLA (HIGHWAY 28), LAS CRUCES, NM 88005
Crown Site Number: 858163 / Crown Site Name: ZOD_ALLTEL_NMLC_ELP_PICACHO
Customer Site Number: WTEN005668 / Application Number: 624467

Attention Community Development/Building Services:

On behalf of New Cingular Wireless PCS, LLC (“AT&T Mobility” or “Applicant”), Crown Castle USA Inc. (“Crown Castle”) is pleased to submit this request to modify the existing wireless facility noted above through the collocation, replacement and/or removal of the Applicant’s equipment as an eligible facilities request for a minor modification under Section 6409¹ and the rules of the Federal Communications Commission (“FCC”).²

Section 6409 mandates that state and local governments must approve any eligible facilities request for the modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station. Under Section 6409, to toll the review period, if the reviewing authority determines that the application is incomplete, it must provide written notice to the applicant within 30 days, which clearly and specifically delineates all missing documents or information reasonably related to whether the request meets the federal requirements.³ Additionally, if a state or local government, fails to issue any approvals required for this request within 60 days, these approvals are deemed granted. The FCC has clarified that the 30-day and 60-day deadlines begins when an applicant: (1) takes the first step required under state or local law; and (2) submits information sufficient to inform the jurisdiction that this modification qualifies under the federal law⁴. Please note that with the submission of this letter and enclosed items, the thirty and sixty-day review periods have started. Based on this filing, the deadline for written notice of incomplete application is February 16, 2023, and the deadline for issuance of approval is March 18, 2023.

¹ Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, § 6409 (2012) (codified at 47 U.S.C. § 1455).

² *Acceleration of Broadband Deployment by Improving Wireless Facility Siting Policies*, 29 FCC Rcd. 12865 (2014) (codified at 47 CFR § 1.6100); and *Implementation of State & Local Governments’ Obligation to Approve Certain Wireless Facility Modification Requests Under Section 6409(a) of the Spectrum Act of 2012*, WT Docket No. 19-250 (June 10, 2020).

³ See 47 CFR § 1.6100 (c)(3). ⁴ See 2020 Upgrade Order at paragraph 16.

The Foundation for a Wireless World

CrownCastle.com



2055 S Stearman Dr
Chandler, AZ 85286

Phone: (602) 598-7252
www.crowncastle.com

The proposed scope of work for this project includes:

Add or replace antennas, ancillary equipment and ground equipment as per plans for an existing carrier on an existing wireless communication facility.

At the end of this letter is a checklist of the applicable substantial change criteria under Section 6409. Additionally, please find enclosed the following information in support of this request:

- (1) Building Permit;
- (2) Construction Drawings;
- (3) Structural Analysis; and
- (4) Section 6409 Substantial Change Checklist.

As these documents indicate, (i) the modification involves the collocation, removal or replacement of transmission equipment; and (ii) such modification will not substantially change the physical dimensions of such tower or base station. As such, it is an "eligible facilities request" as defined in the FCC's rules to which the 60-day deadline for approval applies. Accordingly, Applicant requests all authorization necessary for this proposed minor modification under Section 6409.

Deployment of AT&T upgraded technologies in the subject area will improve public safety by putting advanced wireless technologies into the hands of public safety agencies and first responders.

Due to the public safety benefits associated with this EFR, AT&T respectfully requests that the requisite approvals and building permit be issued within 15 days but no later than 60 days from the date of this letter, so that AT&T can proceed with this important modification expeditiously thereafter. If you have any questions regarding this application, please contact me.

Our goal is to work with you to obtain approvals earlier than the deadline. We will respond promptly to any request for related information you may have in connection with this request. Please let us know how we can work with you to expedite the approval process. We look forward to working with you on this important project, which will improve wireless telecommunication services in your community using collocation on existing infrastructure. If you have any questions, please do not hesitate to contact me.

Regards,

FraNita Stapleton

FraNita Stapleton
Site Acquisition Specialist
Crown Castle, Agent for Applicant
(602) 598-7252
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Chandler, AZ 85286

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**Section 6409 Substantial Change Checklist
Towers Outside of the Public Right of Way**

The Federal Communications Commission has determined that a modification substantially changes the physical dimension of a wireless tower or base station under 47 U.S.C. § 1455(a) if it meets one of six enumerated criteria under 47 C.F.R. § 1.6100.

Criteria for Towers Outside the Public Rights of Way

YES/NO NO	Does the modification increase the height of the tower by more than the greater of: (a) 10% (b) or, the height of an additional antenna array plus separation of up to 20 feet from the top of the nearest existing antenna?
YES/NO NO	Does the modification add an appurtenance to the body of the tower that would protrude from the edge of the tower more than 20 feet or more than the width of the tower structure at the level of the appurtenance, whichever is greater?
YES/NO NO	Does the modification involve the installation of more than the standard number of new equipment cabinets for the technology involved or add more than four new equipment cabinets?
YES/NO NO	Does the modification entail any excavation or deployment outside the current site by more than 30 feet in any direction, not including any access or utility easements?
YES/NO NO	Does the modification defeat the concealment elements of the eligible support structure?
YES/NO NO	Does the modification violate conditions associated with the siting approval with the prior approval the tower or base station other than as specified in 47 C.F.R. § 1.6100(c)(7)(i) – (iv)?

If all questions in the above section are answered "NO," then the modification does not constitute a substantial change to the existing tower under 47 C.F.R. § 1.6100.

Date: **October 11, 2022**



Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
(724) 416-2000

Subject: **Structural Analysis Report**

Carrier Designation: **AT&T Mobility Co-Locate**
Site Number: WTEN005668
Site Name: NMLC ELP PICACHO
FA Number: 10139214

Crown Castle Designation: **BU Number:** 858163
Site Name: ZOD_ALLTEL_NMLC_ELP_PICACHO
JDE Job Number: 723925
Work Order Number: 2163798
Order Number: 624467 Rev. 0

Engineering Firm Designation: **Crown Castle Project Number:** 2163798

Site Data: **3385 AVENIDA DE MESILLA (HIGHWAY 28)**
LAS CRUCES, DONA ANA County, NM
Latitude 32° 15' 58.7", Longitude -106° 47' 7.2"
63.5 Foot - Monopole Tower

Crown Castle is pleased to submit this "**Structural Analysis Report**" to determine the structural integrity of the above-mentioned tower.

The purpose of the analysis is to determine acceptability of the tower stress level. Based on our analysis we have determined the tower stress level for the structure and foundation, under the following load case, to be:

LC5: Proposed Equipment Configuration **Sufficient Capacity**

This analysis utilizes an ultimate 3-second gust wind speed of 115 mph as required by the 2015 International Building Code. Applicable Standard references and design criteria are listed in Section 2 - "Analysis Criteria".

Structural analysis prepared by: Nicholas Cvetic

Respectfully submitted by:

Maribel Dentinger
Maribel Dentinger, P.E.
Senior Project Engineer

Maribel
Dentinger

Digitally signed by
Maribel Dentinger
Date: 2022.10.11
17:56:31 -04'00'



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1) INTRODUCTION

This tower is a 63.5 ft monopole tower designed by Engineered Endeavors, Inc.

2) ANALYSIS CRITERIA

TIA-222 Revision: TIA-222-H
 Risk Category: II
 Wind Speed: 115 mph
 Exposure Category: C
 Topographic Factor: 1
 Service Wind Speed: 60 mph

Table 1 - Proposed Equipment Configuration

Mounting Level (ft)	Center Line Elevation (ft)	Number of Antennas	Antenna Manufacturer	Antenna Model	Number of Feed Lines	Feed Line Size (in)
62.0	65.0	3	andrew	SBNHH-1D65B w/ Mount Pipe	3 4 3	7/8 13/16 3/8
		6	commscope	NNHH-65B-R4_CCIV2 w/ Mount Pipe		
		3	ericsson	AIR 6449 B77D_CCIV3 w/ Mount Pipe		
		3	ericsson	RRUS 32 B66A		
		3	ericsson	RRUS 4449 B5/B12		
		3	ericsson	RRUS 4478 B14_CCIV2		
		1	raycap	DC6-48-60-18-8F		
		1	raycap	DC6-48-60-18-8F_CCIV2		
	62.0	1	site pro 1	RMQP-40126-HK		

3) ANALYSIS PROCEDURE

Table 2 - Documents Provided

Document	Reference	Source
4-GEOTECHNICAL REPORTS	4575413	CCISITES
4-TOWER FOUNDATION DRAWINGS/DESIGN/SPECS	6702257	CCISITES
4-TOWER MANUFACTURER DRAWINGS	6702238	CCISITES

3.1) Analysis Method

tnxTower (version 8.1.1.0), a commercially available analysis software package, was used to create a three-dimensional model of the tower and calculate member stresses for various loading cases. Selected output from the analysis is included in Appendix A. When applicable, Crown Castle has calculated and provided the effective area for panel antennas using approved methods following the intent of the TIA-222 standard.

3.2) Assumptions

- 1) Tower and structures were maintained in accordance with the TIA-222 Standard.
- 2) The configuration of antennas, transmission cables, mounts and other appurtenances are as specified in Table 1 and the referenced drawings.

This analysis may be affected if any assumptions are not valid or have been made in error. Crown Castle should be notified to determine the effect on the structural integrity of the tower.

4) ANALYSIS RESULTS

Table 3 - Section Capacity (Summary)

Section No.	Elevation (ft)	Component Type	Size	Critical Element	P (K)	SF*P_allow (K)	% Capacity	Pass / Fail
L1	63.5 - 37.83	Pole	TP25.52x22.69x0.1875	1	-5.7580	913.1871	19.6	Pass
L2	37.83 - 0	Pole	TP32.61x24.7933x0.25	2	-10.1069	1577.2469	28.4	Pass
							Summary	
						Pole (L2)	28.4	Pass
						Rating =	28.4	Pass

Table 4 - Tower Component Stresses vs. Capacity - LC5

Notes	Component	Elevation (ft)	% Capacity	Pass / Fail
1	Anchor Rods	0	24.4	Pass
1	Base Plate	0	20.6	Pass
1	Base Foundation (Structure)	0	19.7	Pass
1	Base Foundation (Soil Interaction)	0	33.2	Pass

Structure Rating (max from all components) =	33.2%
---	--------------

Notes:

- 1) See additional documentation in "Appendix C - Additional Calculations" for calculations supporting the % capacity consumed.

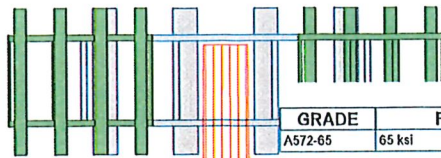
4.1) Recommendations

The tower and its foundation have sufficient capacity to carry the proposed load configuration. No modifications are required at this time.

APPENDIX A
TNXTOWER OUTPUT

Section	1	2	3.2	4.4
Length (ft)	25.6700	41.0200		
Number of Sides	18	18		
Thickness (in)	0.1875	0.2500		
Socket Length (ft)	3.1900	24.7933		
Top Dia (in)	22.6900	32.6100		
Bot Dia (in)	25.5200			
Grade	A-572-65			
Weight (K)	1.2	3.2		4.4

63.5 ft
37.8 ft
0.0 ft



MATERIAL STRENGTH

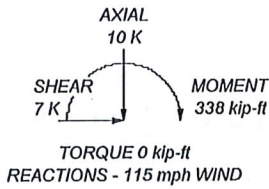
GRADE	Fy	Fu	GRADE	Fy	Fu
A572-65	65 ksi	80 ksi			

TOWER DESIGN NOTES

1. Tower is located in Dona Ana County, New Mexico.
2. Tower designed for Exposure C to the TIA-222-H Standard.
3. Tower designed for a 115 mph basic wind in accordance with the TIA-222-H Standard.
4. Deflections are based upon a 60 mph wind.
5. Tower Risk Category II.
6. Topographic Category 1 with Crest Height of 0.0000 ft
7. TOWER RATING: 28.4%



ALL REACTIONS
ARE FACTORED



<p>CROWN CASTLE The Pathway to Possible</p>	<p>Crown Castle 2000 Corporate Drive Canonsburg, PA 15317 Phone: (724) 416-2000 FAX:</p>		<p>Job: BU# 858163</p>	
	<p>Project: Crown Castle</p>		<p>Drawn by: NCvetic</p>	<p>App'd:</p>
	<p>Code: TIA-222-H</p>		<p>Date: 10/11/22</p>	<p>Scale: NTS</p>
	<p>Path:</p>		<p>Dwg No. E-1</p>	
	<p><small>T:\App\Prof of Structural Work Area\850000\859999\851163\WD 2163783 - SA\Prof\353163.dwg</small></p>			

Tower Input Data

The tower is a monopole.
 This tower is designed using the TIA-222-H standard.
 The following design criteria apply:

- Tower is located in Dona Ana County, New Mexico.
- Tower base elevation above sea level: 3882.0000 ft.
- Basic wind speed of 115 mph.
- Risk Category II.
- Exposure Category C.
- Simplified Topographic Factor Procedure for wind speed-up calculations is used.
- Topographic Category: 1.
- Crest Height: 0.0000 ft.
- Deflections calculated using a wind speed of 60 mph.
- A non-linear (P-delta) analysis was used.
- Pressures are calculated at each section.
- Stress ratio used in pole design is 1.
- Tower analysis based on target reliabilities in accordance with Annex S.
- Load Modification Factors used: $K_{es}(F_w) = 0.95$.
- Maximum demand-capacity ratio is: 1.05.
- Local bending stresses due to climbing loads, feed line supports, and appurtenance mounts are not considered.

Options

Consider Moments - Legs Consider Moments - Horizontals Consider Moments - Diagonals Use Moment Magnification ✓ Use Code Stress Ratios ✓ Use Code Safety Factors - Guys Escalate Ice Always Use Max Kz Use Special Wind Profile	Distribute Leg Loads As Uniform Assume Legs Pinned ✓ Assume Rigid Index Plate ✓ Use Clear Spans For Wind Area Use Clear Spans For KL/r Retension Guys To Initial Tension ✓ Bypass Mast Stability Checks ✓ Use Azimuth Dish Coefficients ✓ Project Wind Area of Appurt.	Use ASCE 10 X-Brace Ly Rules Calculate Redundant Bracing Forces Ignore Redundant Members in FEA SR Leg Bolts Resist Compression All Leg Panels Have Same Allowable Offset Girt At Foundation ✓ Consider Feed Line Torque Include Angle Block Shear Check Use TIA-222-H Bracing Resist. Exemption Use TIA-222-H Tension Splice Exemption Poles ✓ Include Shear-Torsion Interaction Always Use Sub-Critical Flow Use Top Mounted Sockets ✓ Pole Without Linear Attachments Pole With Shroud Or No Appurtenances Outside and Inside Corner Radii Are Known
Include Bolts In Member Capacity Leg Bolts Are At Top Of Section Secondary Horizontal Braces Leg Use Diamond Inner Bracing (4 Sided) SR Members Have Cut Ends SR Members Are Concentric	Autocalc Torque Arm Areas Add IBC .6D+W Combination ✓ Sort Capacity Reports By Component Triangulate Diamond Inner Bracing Treat Feed Line Bundles As Cylinder Ignore KL/ry For 60 Deg. Angle Legs	

Tapered Pole Section Geometry

Section	Elevation ft	Section Length ft	Splice Length ft	Number of Sides	Top Diameter in	Bottom Diameter in	Wall Thickness in	Bend Radius in	Pole Grade
L1	63.5000- 37.8300	25.6700	3.1900	18	22.6900	25.5200	0.1875	0.7500	A572-65 (65 ksi)
L2	37.8300- 0.0000	41.0200		18	24.7933	32.6100	0.2500	1.0000	A572-65 (65 ksi)

Tapered Pole Properties

Section	Tip Dia. in	Area in ²	I in ⁴	r in	C in	I/C in ³	J in ⁴	I/Q in ²	w in	w/t
L1	23.0111	13.3918	856.7181	7.9884	11.5265	74.3258	1714.5635	6.6972	3.6634	19.538
	25.8848	15.0760	1222.3056	8.9930	12.9642	94.2834	2446.2195	7.5394	4.1615	22.195
L2	25.7545	19.4751	1482.1227	8.7129	12.5950	117.6754	2966.1956	9.7394	3.9236	15.694
	33.0745	25.6777	3397.1124	11.4878	16.5659	205.0668	6798.6949	12.8413	5.2994	21.197

Tower Elevation	Gusset Area (per face)	Gusset Thickness	Gusset Grade	Adjust. Factor A _r	Adjust. Factor A _r	Weight Mult.	Double Angle Stitch Bolt Spacing Diagonals	Double Angle Stitch Bolt Spacing Horizontals	Double Angle Stitch Bolt Spacing Redundants
ft	ft ²	in					in	in	in
L1 63.5000-37.8300				1	1	1			
L2 37.8300-0.0000				1	1	1			

Feed Line/Linear Appurtenances - Entered As Round Or Flat

Description	Face or Leg	Allow Shield	Exclude From Torque Calculation	Component Type	Placement	Total Number	Number Per Row	Clear Spacing	Width or Diameter	Perimeter	Weight
					ft			in	r in	r in	plf
**											

Feed Line/Linear Appurtenances - Entered As Area

Description	Face or Leg	Allow Shield	Exclude From Torque Calculation	Component Type	Placement	Total Number	C _A A _A	Weight
					ft		ft ² /ft	plf
Safety Line 3/8	C	No	No	CaAa (Out Of Face)	63.5000 - 0.0000	1	No Ice	0.2200
5/8 rod/step	C	No	No	CaAa (Out Of Face)	63.5000 - 0.0000	1	No Ice	0.2740
**								
PWRT-606-S(7/8)	C	No	No	Inside Pole	62.0000 - 0.0000	3	No Ice	0.8900
PWRT-608-S(13/16)	C	No	No	Inside Pole	62.0000 - 0.0000	2	No Ice	0.6200
RFFT-36SM-001-XXM(3/8)	C	No	No	Inside Pole	62.0000 - 0.0000	2	No Ice	0.0910
PWRT-608-S(13/16)	C	No	No	Inside Pole	62.0000 - 0.0000	2	No Ice	0.6200
RFFT-48SM-001-XXX(3/8)	C	No	No	Inside Pole	62.0000 - 0.0000	1	No Ice	0.0600
**								

Feed Line/Linear Appurtenances Section Areas

Tower Section	Tower Elevation	Face	A _R	A _F	C _A A _A In Face	C _A A _A Out Face	Weight
	ft		ft ²	ft ²	ft ²	ft ²	K
L1	63.5000-37.8300	A	0.000	0.000	0.000	0.000	0.0000

Tower Section	Tower Elevation ft	Face	A _R ft ²	A _F ft ²	C _A A _A In Face ft ²	C _A A _A Out Face ft ²	Weight K
L2	37.8300-0.0000	B	0.000	0.000	0.000	0.000	0.0000
		C	0.000	0.000	0.000	1.476	0.1430
		A	0.000	0.000	0.000	0.000	0.0000
		B	0.000	0.000	0.000	0.000	0.0000
		C	0.000	0.000	0.000	2.175	0.2227

Feed Line Center of Pressure

Section	Elevation ft	CP _x in	CP _z in	CP _x Ice in	CP _z Ice in
L1	63.5000-37.8300	-0.4476	0.2584	-0.2611	0.1508
L2	37.8300-0.0000	-0.4509	0.2603	-0.2622	0.1514

Note: For pole sections, center of pressure calculations do not consider feed line shielding.

Discrete Tower Loads

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert ft ft ft	Azimuth Adjustment °	Placement ft
AIR 6449 B77D_CCIV3 w/ Mount Pipe	A	From Leg	4.0000 0.0000 3.0000	0.0000	62.0000
AIR 6449 B77D_CCIV3 w/ Mount Pipe	B	From Leg	4.0000 0.0000 3.0000	0.0000	62.0000
AIR 6449 B77D_CCIV3 w/ Mount Pipe	C	From Leg	4.0000 0.0000 3.0000	0.0000	62.0000
DC9-48-60-24-8C-EV_CCIV2	A	From Leg	4.0000 0.0000 3.0000	0.0000	62.0000
SBNHH-1D65B w/ Mount Pipe	A	From Leg	4.0000 0.0000 3.0000	0.0000	62.0000
SBNHH-1D65B w/ Mount Pipe	B	From Leg	4.0000 0.0000 3.0000	0.0000	62.0000
SBNHH-1D65B w/ Mount Pipe	C	From Leg	4.0000 0.0000 3.0000	0.0000	62.0000
(2) NNHH-65B-R4_CCIV2 w/ Mount Pipe	A	From Leg	4.0000 0.0000 3.0000	0.0000	62.0000
(2) NNHH-65B-R4_CCIV2 w/ Mount Pipe	B	From Leg	4.0000 0.0000 3.0000	0.0000	62.0000
(2) NNHH-65B-R4_CCIV2 w/ Mount Pipe	C	From Leg	4.0000 0.0000 3.0000	0.0000	62.0000
RRUS 32 B66A	A	From Leg	4.0000 0.0000 3.0000	0.0000	62.0000
RRUS 32 B66A	B	From Leg	4.0000 0.0000	0.0000	62.0000

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert ft ft ft	Azimuth Adjustment	Placement ft
RRUS 32 B66A	C	From Leg	3.0000 4.0000 0.0000 3.0000	0.0000	62.0000
RRUS 4449 B5/B12	A	From Leg	4.0000 0.0000 3.0000	0.0000	62.0000
RRUS 4449 B5/B12	B	From Leg	4.0000 0.0000 3.0000	0.0000	62.0000
RRUS 4449 B5/B12	C	From Leg	4.0000 0.0000 3.0000	0.0000	62.0000
RRUS 4478 B14_CCIV2	A	From Leg	4.0000 0.0000 3.0000	0.0000	62.0000
RRUS 4478 B14_CCIV2	B	From Leg	4.0000 0.0000 3.0000	0.0000	62.0000
RRUS 4478 B14_CCIV2	C	From Leg	4.0000 0.0000 3.0000	0.0000	62.0000
DC6-48-60-18-8F	A	From Leg	4.0000 0.0000 3.0000	0.0000	62.0000
DC6-48-60-18-8F_CCIV2	B	From Leg	4.0000 0.0000 3.0000	0.0000	62.0000
Platform Mount [LP 301-1_KCKR] **	C	None		0.0000	62.0000

Load Combinations

Comb. No.	Description
1	Dead Only
2	1.2 Dead+1.0 Wind 0 deg - No Ice
3	0.9 Dead+1.0 Wind 0 deg - No Ice
4	1.2 Dead+1.0 Wind 30 deg - No Ice
5	0.9 Dead+1.0 Wind 30 deg - No Ice
6	1.2 Dead+1.0 Wind 60 deg - No Ice
7	0.9 Dead+1.0 Wind 60 deg - No Ice
8	1.2 Dead+1.0 Wind 90 deg - No Ice
9	0.9 Dead+1.0 Wind 90 deg - No Ice
10	1.2 Dead+1.0 Wind 120 deg - No Ice
11	0.9 Dead+1.0 Wind 120 deg - No Ice
12	1.2 Dead+1.0 Wind 150 deg - No Ice
13	0.9 Dead+1.0 Wind 150 deg - No Ice
14	1.2 Dead+1.0 Wind 180 deg - No Ice
15	0.9 Dead+1.0 Wind 180 deg - No Ice
16	1.2 Dead+1.0 Wind 210 deg - No Ice
17	0.9 Dead+1.0 Wind 210 deg - No Ice
18	1.2 Dead+1.0 Wind 240 deg - No Ice
19	0.9 Dead+1.0 Wind 240 deg - No Ice
20	1.2 Dead+1.0 Wind 270 deg - No Ice
21	0.9 Dead+1.0 Wind 270 deg - No Ice
22	1.2 Dead+1.0 Wind 300 deg - No Ice
23	0.9 Dead+1.0 Wind 300 deg - No Ice
24	1.2 Dead+1.0 Wind 330 deg - No Ice

Comb. No.	Description
25	0.9 Dead+1.0 Wind 330 deg - No Ice
26	Dead+Wind 0 deg - Service
27	Dead+Wind 30 deg - Service
28	Dead+Wind 60 deg - Service
29	Dead+Wind 90 deg - Service
30	Dead+Wind 120 deg - Service
31	Dead+Wind 150 deg - Service
32	Dead+Wind 180 deg - Service
33	Dead+Wind 210 deg - Service
34	Dead+Wind 240 deg - Service
35	Dead+Wind 270 deg - Service
36	Dead+Wind 300 deg - Service
37	Dead+Wind 330 deg - Service

Maximum Member Forces

Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Axial K	Major Axis Moment kip-ft	Minor Axis Moment kip-ft
L1	63.5 - 37.83	Pole	Max Tension	8	0.0000	0.0000	-0.0000
			Max. Compression	16	-5.7582	50.7360	-87.8720
			Max. Mx	8	-5.7581	-101.7302	0.1508
			Max. My	2	-5.7580	-0.0840	101.7966
			Max. Vy	8	4.9124	-101.7302	0.1508
			Max. Vx	2	-4.9124	-0.0840	101.7966
			Max. Torque	13			0.5374
L2	37.83 - 0	Pole	Max Tension	1	0.0000	0.0000	0.0000
			Max. Compression	16	-10.1069	168.6768	-292.1246
			Max. Mx	8	-10.1069	-337.5410	0.1402
			Max. My	2	-10.1069	-0.0623	337.6189
			Max. Vy	8	6.5606	-337.5410	0.1402
			Max. Vx	2	-6.5606	-0.0623	337.6189
			Max. Torque	13			0.4941

Maximum Reactions

Location	Condition	Gov. Load Comb.	Vertical K	Horizontal, X K	Horizontal, Z K
Pole	Max. Vert	2	10.1101	0.0000	6.5556
	Max. H _x	21	7.5826	6.5556	0.0000
	Max. H _z	2	10.1101	0.0000	6.5556
	Max. M _x	2	337.6189	0.0000	6.5556
	Max. M _z	8	337.5410	-6.5556	0.0000
	Max. Torsion	13	0.4244	-3.2778	-5.6773
	Min. Vert	17	7.5826	3.2778	-5.6773
	Min. H _x	8	10.1101	-6.5556	0.0000
	Min. H _z	14	10.1101	0.0000	-6.5556
	Min. M _x	14	-337.3382	0.0000	-6.5556
	Min. M _z	20	-337.4160	6.5556	0.0000
	Min. Torsion	25	-0.4244	3.2778	5.6773

Tower Mast Reaction Summary

Load Combination	Vertical K	Shear _x K	Shear _z K	Overturning Moment, M _x kip-ft	Overturning Moment, M _z kip-ft	Torque kip-ft
Dead Only	8.4251	0.0000	0.0000	-0.1138	-0.0505	0.0000
1.2 Dead+1.0 Wind 0 deg -	10.1101	0.0000	-6.5556	-337.6189	-0.0623	0.3180

Load Combination	Vertical K	Shear _x K	Shear _z K	Overturning Moment, M _x kip-ft	Overturning Moment, M _z kip-ft	Torque kip-ft
No Ice						
0.9 Dead+1.0 Wind 0 deg - No Ice	7.5826	0.0000	-6.5556	-336.2842	-0.0463	0.3181
1.2 Dead+1.0 Wind 30 deg - No Ice	10.1101	3.2778	-5.6773	-292.4054	-168.8017	0.1266
0.9 Dead+1.0 Wind 30 deg - No Ice	7.5826	3.2778	-5.6773	-291.2447	-168.1363	0.1266
1.2 Dead+1.0 Wind 60 deg - No Ice	10.1101	5.6773	-3.2778	-168.8796	-292.3275	-0.0987
0.9 Dead+1.0 Wind 60 deg - No Ice	7.5826	5.6773	-3.2778	-168.1944	-291.1867	-0.0988
1.2 Dead+1.0 Wind 90 deg - No Ice	10.1101	6.5556	0.0000	-0.1401	-337.5410	-0.2976
0.9 Dead+1.0 Wind 90 deg - No Ice	7.5826	6.5556	0.0000	-0.1044	-336.2262	-0.2978
1.2 Dead+1.0 Wind 120 deg - No Ice	10.1101	5.6773	3.2778	168.5992	-292.3273	-0.4168
0.9 Dead+1.0 Wind 120 deg - No Ice	7.5826	5.6773	3.2778	167.9855	-291.1866	-0.4169
1.2 Dead+1.0 Wind 150 deg - No Ice	10.1101	3.2778	5.6773	292.1248	-168.8015	-0.4242
0.9 Dead+1.0 Wind 150 deg - No Ice	7.5826	3.2778	5.6773	291.0358	-168.1362	-0.4244
1.2 Dead+1.0 Wind 180 deg - No Ice	10.1101	0.0000	6.5556	337.3382	-0.0623	-0.3180
0.9 Dead+1.0 Wind 180 deg - No Ice	7.5826	0.0000	6.5556	336.0752	-0.0463	-0.3181
1.2 Dead+1.0 Wind 210 deg - No Ice	10.1101	-3.2778	5.6773	292.1246	168.6769	-0.1266
0.9 Dead+1.0 Wind 210 deg - No Ice	7.5826	-3.2778	5.6773	291.0356	168.0434	-0.1266
1.2 Dead+1.0 Wind 240 deg - No Ice	10.1101	-5.6773	3.2778	168.5989	292.2024	0.0987
0.9 Dead+1.0 Wind 240 deg - No Ice	7.5826	-5.6773	3.2778	167.9854	291.0937	0.0988
1.2 Dead+1.0 Wind 270 deg - No Ice	10.1101	-6.5556	0.0000	-0.1402	337.4160	0.2976
0.9 Dead+1.0 Wind 270 deg - No Ice	7.5826	-6.5556	0.0000	-0.1044	336.1332	0.2978
1.2 Dead+1.0 Wind 300 deg - No Ice	10.1101	-5.6773	-3.2778	-168.8793	292.2026	0.4168
0.9 Dead+1.0 Wind 300 deg - No Ice	7.5826	-5.6773	-3.2778	-168.1942	291.0938	0.4169
1.2 Dead+1.0 Wind 330 deg - No Ice	10.1101	-3.2778	-5.6773	-292.4051	168.6770	0.4242
0.9 Dead+1.0 Wind 330 deg - No Ice	7.5826	-3.2778	-5.6773	-291.2446	168.0436	0.4244
Dead+Wind 0 deg - Service	8.4251	0.0000	-1.6821	-86.5152	-0.0518	0.0816
Dead+Wind 30 deg - Service	8.4251	0.8410	-1.4567	-74.9399	-43.2512	0.0291
Dead+Wind 60 deg - Service	8.4251	1.4567	-0.8410	-43.3158	-74.8753	-0.0313
Dead+Wind 90 deg - Service	8.4251	1.6821	0.0000	-0.1165	-86.4505	-0.0832
Dead+Wind 120 deg - Service	8.4251	1.4567	0.8410	43.0829	-74.8753	-0.1129
Dead+Wind 150 deg - Service	8.4251	0.8410	1.4567	74.7070	-43.2512	-0.1123
Dead+Wind 180 deg - Service	8.4251	0.0000	1.6821	86.2822	-0.0518	-0.0816
Dead+Wind 210 deg - Service	8.4251	-0.8410	1.4567	74.7069	43.1475	-0.0291
Dead+Wind 240 deg - Service	8.4251	-1.4567	0.8410	43.0828	74.7716	0.0313
Dead+Wind 270 deg - Service	8.4251	-1.6821	0.0000	-0.1165	86.3468	0.0832
Dead+Wind 300 deg - Service	8.4251	-1.4567	-0.8410	-43.3158	74.7716	0.1129
Dead+Wind 330 deg - Service	8.4251	-0.8410	-1.4567	-74.9399	43.1475	0.1123

Solution Summary

Load Comb.	Sum of Applied Forces			Sum of Reactions			% Error
	PX K	PY K	PZ K	PX K	PY K	PZ K	
1	0.0000	-8.4251	0.0000	0.0000	8.4251	0.0000	0.000%
2	0.0000	-10.1101	-6.5556	0.0000	10.1101	6.5556	0.000%
3	0.0000	-7.5826	-6.5556	0.0000	7.5826	6.5556	0.000%
4	3.2778	-10.1101	-5.6773	-3.2778	10.1101	5.6773	0.000%
5	3.2778	-7.5826	-5.6773	-3.2778	7.5826	5.6773	0.000%
6	5.6773	-10.1101	-3.2778	-5.6773	10.1101	3.2778	0.000%
7	5.6773	-7.5826	-3.2778	-5.6773	7.5826	3.2778	0.000%
8	6.5556	-10.1101	0.0000	-6.5556	10.1101	0.0000	0.000%
9	6.5556	-7.5826	0.0000	-6.5556	7.5826	0.0000	0.000%
10	5.6773	-10.1101	3.2778	-5.6773	10.1101	-3.2778	0.000%
11	5.6773	-7.5826	3.2778	-5.6773	7.5826	-3.2778	0.000%
12	3.2778	-10.1101	5.6773	-3.2778	10.1101	-5.6773	0.000%
13	3.2778	-7.5826	5.6773	-3.2778	7.5826	-5.6773	0.000%
14	0.0000	-10.1101	6.5556	0.0000	10.1101	-6.5556	0.000%
15	0.0000	-7.5826	6.5556	0.0000	7.5826	-6.5556	0.000%
16	-3.2778	-10.1101	5.6773	3.2778	10.1101	-5.6773	0.000%
17	-3.2778	-7.5826	5.6773	3.2778	7.5826	-5.6773	0.000%
18	-5.6773	-10.1101	3.2778	5.6773	10.1101	-3.2778	0.000%
19	-5.6773	-7.5826	3.2778	5.6773	7.5826	-3.2778	0.000%
20	-6.5556	-10.1101	0.0000	6.5556	10.1101	0.0000	0.000%
21	-6.5556	-7.5826	0.0000	6.5556	7.5826	0.0000	0.000%
22	-5.6773	-10.1101	-3.2778	5.6773	10.1101	3.2778	0.000%
23	-5.6773	-7.5826	-3.2778	5.6773	7.5826	3.2778	0.000%
24	-3.2778	-10.1101	-5.6773	3.2778	10.1101	5.6773	0.000%
25	-3.2778	-7.5826	-5.6773	3.2778	7.5826	5.6773	0.000%
26	0.0000	-8.4251	-1.6821	0.0000	8.4251	1.6821	0.000%
27	0.8410	-8.4251	-1.4567	-0.8410	8.4251	1.4567	0.000%
28	1.4567	-8.4251	-0.8410	-1.4567	8.4251	0.8410	0.000%
29	1.6821	-8.4251	0.0000	-1.6821	8.4251	0.0000	0.000%
30	1.4567	-8.4251	0.8410	-1.4567	8.4251	-0.8410	0.000%
31	0.8410	-8.4251	1.4567	-0.8410	8.4251	-1.4567	0.000%
32	0.0000	-8.4251	1.6821	0.0000	8.4251	-1.6821	0.000%
33	-0.8410	-8.4251	1.4567	0.8410	8.4251	-1.4567	0.000%
34	-1.4567	-8.4251	0.8410	1.4567	8.4251	-0.8410	0.000%
35	-1.6821	-8.4251	0.0000	1.6821	8.4251	0.0000	0.000%
36	-1.4567	-8.4251	-0.8410	1.4567	8.4251	0.8410	0.000%
37	-0.8410	-8.4251	-1.4567	0.8410	8.4251	1.4567	0.000%

Non-Linear Convergence Results

Load Combination	Converged?	Number of Cycles	Displacement Tolerance	Force Tolerance
1	Yes	4	0.00000001	0.00000001
2	Yes	4	0.00000001	0.00007612
3	Yes	4	0.00000001	0.00005024
4	Yes	4	0.00000001	0.00023806
5	Yes	4	0.00000001	0.00015453
6	Yes	4	0.00000001	0.00023132
7	Yes	4	0.00000001	0.00015000
8	Yes	4	0.00000001	0.00006767
9	Yes	4	0.00000001	0.00004460
10	Yes	4	0.00000001	0.00019346
11	Yes	4	0.00000001	0.00012505
12	Yes	4	0.00000001	0.00028154
13	Yes	4	0.00000001	0.00018398
14	Yes	4	0.00000001	0.00007600
15	Yes	4	0.00000001	0.00005018
16	Yes	4	0.00000001	0.00020620
17	Yes	4	0.00000001	0.00013339
18	Yes	4	0.00000001	0.00021064

19	Yes	4	0.00000001	0.00013636
20	Yes	4	0.00000001	0.00006762
21	Yes	4	0.00000001	0.00004457
22	Yes	4	0.00000001	0.00027962
23	Yes	4	0.00000001	0.00018261
24	Yes	4	0.00000001	0.00019375
25	Yes	4	0.00000001	0.00012519
26	Yes	4	0.00000001	0.00000001
27	Yes	4	0.00000001	0.00000001
28	Yes	4	0.00000001	0.00000001
29	Yes	4	0.00000001	0.00000001
30	Yes	4	0.00000001	0.00000001
31	Yes	4	0.00000001	0.00000001
32	Yes	4	0.00000001	0.00000001
33	Yes	4	0.00000001	0.00000001
34	Yes	4	0.00000001	0.00000001
35	Yes	4	0.00000001	0.00000001
36	Yes	4	0.00000001	0.00000001
37	Yes	4	0.00000001	0.00000001

Maximum Tower Deflections - Service Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
L1	63.5 - 37.83	2.6643	27	0.3372	0.0018
L2	41.02 - 0	1.2049	27	0.2593	0.0008

Critical Deflections and Radius of Curvature - Service Wind

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
62.0000	AIR 6449 B77D_CCIV3 w/ Mount Pipe	27	2.5576	0.3327	0.0018	32126

Maximum Tower Deflections - Design Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
L1	63.5 - 37.83	10.3900	4	1.3136	0.0070
L2	41.02 - 0	4.7012	4	1.0115	0.0030

Critical Deflections and Radius of Curvature - Design Wind

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
62.0000	AIR 6449 B77D_CCIV3 w/ Mount Pipe	4	9.9738	1.2964	0.0067	8254

Compression Checks

Pole Design Data

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in ²	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
L1	63.5 - 37.83 (1)	TP25.52x22.69x0.1875	25.670 0	0.0000	0.0	14.866 7	-5.7580	869.7020	0.007
L2	37.83 - 0 (2)	TP32.61x24.7933x0.25	41.020 0	0.0000	0.0	25.677 7	-10.1069	1502.1400	0.007

Pole Bending Design Data

Section No.	Elevation ft	Size	M_{ux} kip-ft	ϕM_{nx} kip-ft	Ratio $\frac{M_{ux}}{\phi M_{nx}}$	M_{uy} kip-ft	ϕM_{ny} kip-ft	Ratio $\frac{M_{uy}}{\phi M_{ny}}$
L1	63.5 - 37.83 (1)	TP25.52x22.69x0.1875	101.8192	513.2542	0.198	0.0000	513.2542	0.000
L2	37.83 - 0 (2)	TP32.61x24.7933x0.25	337.6317	1160.1750	0.291	0.0000	1160.1750	0.000

Pole Shear Design Data

Section No.	Elevation ft	Size	Actual V_u K	ϕV_n K	Ratio $\frac{V_u}{\phi V_n}$	Actual T_u kip-ft	ϕT_n kip-ft	Ratio $\frac{T_u}{\phi T_n}$
L1	63.5 - 37.83 (1)	TP25.52x22.69x0.1875	4.9125	260.9110	0.019	0.1657	570.7933	0.000
L2	37.83 - 0 (2)	TP32.61x24.7933x0.25	6.5606	450.6430	0.015	0.1285	1277.0917	0.000

Pole Interaction Design Data

Section No.	Elevation ft	Ratio $\frac{P_u}{\phi P_n}$	Ratio $\frac{M_{ux}}{\phi M_{nx}}$	Ratio $\frac{M_{uy}}{\phi M_{ny}}$	Ratio $\frac{V_u}{\phi V_n}$	Ratio $\frac{T_u}{\phi T_n}$	Comb. Stress Ratio	Allow. Stress Ratio	Criteria
L1	63.5 - 37.83 (1)	0.007	0.198	0.000	0.019	0.000	0.205	1.050	4,8,2
L2	37.83 - 0 (2)	0.007	0.291	0.000	0.015	0.000	0.298	1.050	4,8,2

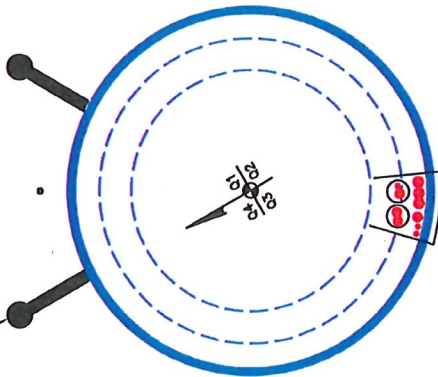
Section Capacity Table

Section No.	Elevation ft	Component Type	Size	Critical Element	P K	ϕP_{allow} K	% Capacity	Pass Fail
L1	63.5 - 37.83	Pole	TP25.52x22.69x0.1875	1	-5.7580	913.1871	19.6	Pass
L2	37.83 - 0	Pole	TP32.61x24.7933x0.25	2	-10.1069	1577.2469	28.4	Pass
Summary								
Pole (L2)							28.4	Pass
RATING =							28.4	Pass

APPENDIX B
BASE LEVEL DRAWING



CLIMBING PEGS
W/ SAFETY CLIMB



- (PROPOSED)
- (1) 3/8" TO 62 FT LEVEL
 - (2) 13/16" TO 62 FT LEVEL
 - (2) 3/8" TO 62 FT LEVEL
 - (1) 13/16" TO 62 FT LEVEL
 - (3) 7/8" TO 62 FT LEVEL

APPENDIX C
ADDITIONAL CALCULATIONS

Monopole Base Plate Connection

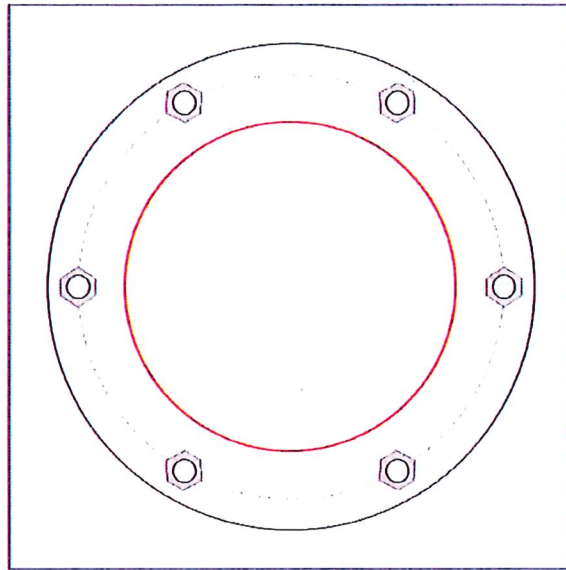


Site Info	
BU #	858163
Site Name	ALLTEL_NMLC_ELP_PIC
Order #	624467 Rev. 0

Analysis Considerations	
TIA-222 Revision	H
Grout Considered:	No
l_{ar} (in)	0.25

Applied Loads	
Moment (kip-ft)	337.63
Axial Force (kips)	10.11
Shear Force (kips)	6.56

*TIA-222-H Section 15.5 Applied



Connection Properties	Analysis Results
-----------------------	------------------

Anchor Rod Data	
(6) 2-1/4" ϕ bolts (A615-75 N; Fy=75 ksi, Fu=100 ksi) on 42" BC	
Base Plate Data	
48" OD x 2" Plate (A572-60; Fy=60 ksi, Fu=75 ksi)	
Stiffener Data	
N/A	
Pole Data	
32.61" x 0.25" 18-sided pole (A572-65; Fy=65 ksi, Fu=80 ksi)	

Anchor Rod Summary		(units of kips, kip-in)
$P_{u,t} = 62.55$	$\phi P_{n,t} = 243.75$	Stress Rating
$V_u = 1.09$	$\phi V_n = 149.1$	24.4%
$M_u = n/a$	$\phi M_n = n/a$	Pass
Base Plate Summary		
Max Stress (ksi):	11.69	(Flexural)
Allowable Stress (ksi):	54	
Stress Rating:	20.6%	Pass

Drilled Pier Foundation

BU # : 858163
Site Name: ZOD_ALLTEL_NMLC_ELP
Order Number: 624467 Rev. 0
TIA-222 Revision: H
Tower Type: Monopole



Check Limitation	
Apply TIA-222-H Section 15.5:	<input checked="" type="checkbox"/>
N/A	<input type="checkbox"/>
Additional Longitudinal Rebar	
Input Effective Depths (else Actual):	<input checked="" type="checkbox"/>
Shear Design Options	
Check Shear along Depth of Pier:	<input checked="" type="checkbox"/>
Utilize Shear-Friction Methodology:	<input type="checkbox"/>
Override Critical Depth:	<input type="checkbox"/>

[Go to Soil Calculations](#)

Analysis Results		
Soil Lateral Check	Compression	Uplift
D _{req} (ft from TOC)	4.39	-
Soil Safety Factor	3.81	-
Max Moment (kip-ft)	363.04	-
Rating*	33.2%	-
Soil Vertical Check		
Skin Friction (kips)	52.28	-
End Bearing (kips)	333.84	-
Weight of Concrete (kips)	81.29	-
Total Capacity (kips)	386.12	-
Axial (kips)	91.40	-
Rating*	22.5%	-
Reinforced Concrete Flexure		
Critical Depth (ft from TOC)	4.24	-
Critical Moment (kip-ft)	363.00	-
Critical Moment Capacity	1750.71	-
Rating*	19.7%	-
Reinforced Concrete Shear		
Critical Depth (ft from TOC)	13.70	-
Critical Shear (kip)	39.02	-
Critical Shear Capacity	234.59	-
Rating*	15.6%	-

Structural Foundation Rating*	19.7%
Soil Interaction Rating*	33.2%

*Rating per TIA-222-H Section 15.5

Rebar & Pier Options

Embedded Pole Inputs

Belled Pier Inputs

Pier Design Data	
Depth	22.67 ft
Ext. Above Grade	0.33 ft
Pier Section 1	
From 0.33' above grade to 22.67' below grade	
Pier Diameter	5 ft
Rebar Quantity	20
Rebar Size	8
Clear Cover to Ties	4 in
Tie Size	3
Tie Spacing	in

Applied Loads		
Comp.	Uplift	
Moment (kip-ft)	337.63	
Axial Force (kips)	10.11	
Shear Force (kips)	6.56	

Material Properties	
Concrete Strength, f _c :	3 ksi
Rebar Strength, F _y :	60 ksi
Tie Yield Strength, F _y :	ksi

Groundwater Depth	None	Soil Profile	
		# of Layers	2

Layer	Top (ft)	Bottom (ft)	Thickness (ft)	Y _{soil} (pcf)	Y _{concrete} (pcf)	Cohesion (ksf)	Angle of Friction (degrees)	Calculated Ultimate Skin Friction Comp (ksf)	Calculated Ultimate Skin Friction Uplift (ksf)	Ultimate Skin Friction Comp Override (ksf)	Ultimate Skin Friction Uplift Override (ksf)	Ult. Gross Bearing Capacity (ksf)	SPT Blow Count	Soil Type
1	0	2.5	2.5	110	150	0	0	0.000	0.000	0.000	0.000	22.67		Cohesionless
2	2.5	22.67	20.17	110	150	0.4	0	0.220	0.220	0.220	0.220			Cohesive

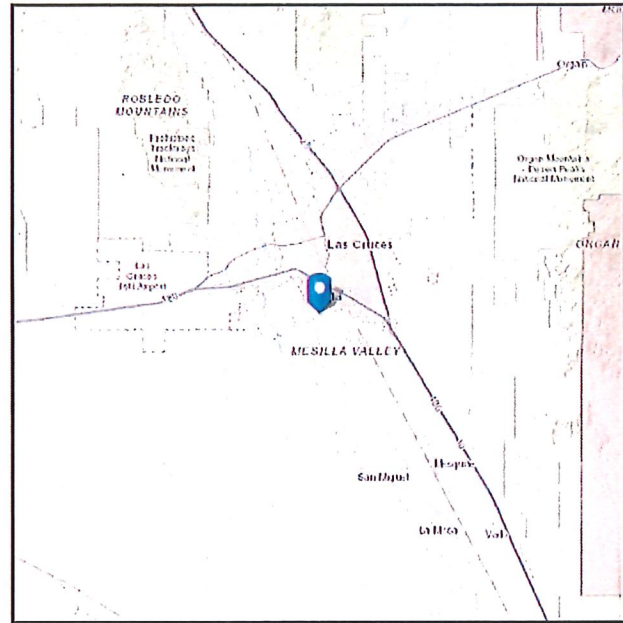
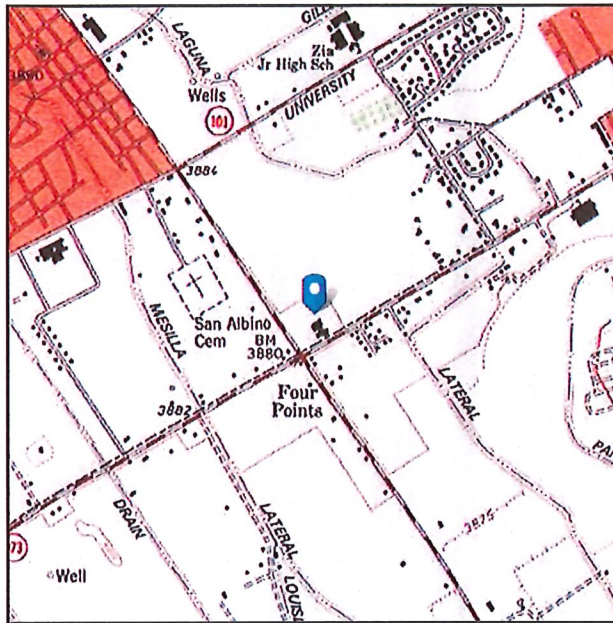


ASCE 7 Hazards Report

Address:
No Address at This
Location

Standard: ASCE/SEI 7-10
Risk Category: II
Soil Class: D - Stiff Soil

Elevation: 3881.76 ft (NAVD 88)
Latitude: 32.266306
Longitude: -106.785333



Wind

Results:

Wind Speed:	115 Vmph
10-year MRI	76 Vmph
25-year MRI	84 Vmph
50-year MRI	90 Vmph
100-year MRI	96 Vmph

Data Source: ASCE/SEI 7-10, Fig. 26.5-1A and Figs. CC-1–CC-4, incorporating errata of March 12, 2014

Date Accessed: Mon Aug 10 2020

Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-10 Standard. Wind speeds correspond to approximately a 7% probability of exceedance in 50 years (annual exceedance probability = 0.00143, MRI = 700 years).

Site is not in a hurricane-prone region as defined in ASCE/SEI 7-10 Section 26.2.

Mountainous terrain, gorges, ocean promontories, and special wind regions should be examined for unusual wind conditions.

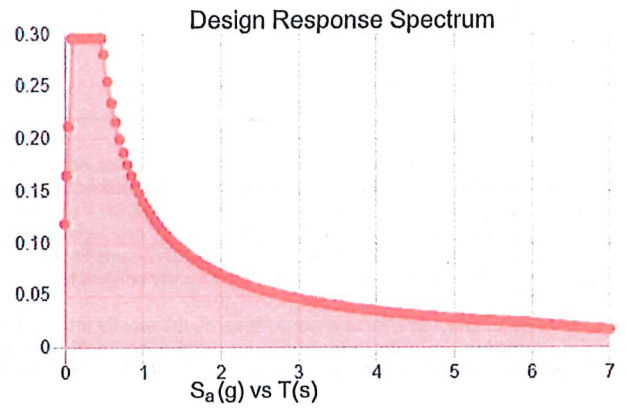
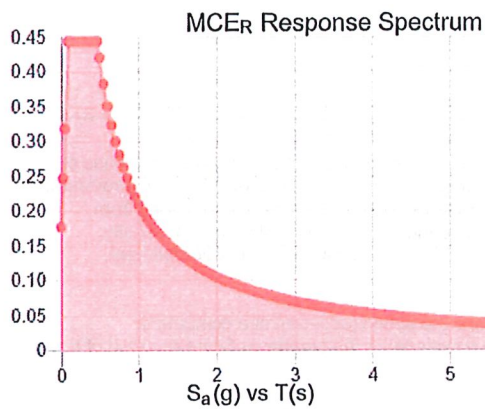
Seismic

Site Soil Class: D - Stiff Soil

Results:

S_s :	0.282	S_{DS} :	0.296
S_1 :	0.088	S_{D1} :	0.14
F_a :	1.574	T_L :	6
F_v :	2.4	PGA :	0.118
S_{MS} :	0.444	PGA _M :	0.185
S_{M1} :	0.21	F_{PGA} :	1.564
		I_a :	1

Seismic Design Category C



Data Accessed:

Mon Aug 10 2020

Date Source:

USGS Seismic Design Maps based on ASCE/SEI 7-10, incorporating Supplement 1 and errata of March 31, 2013, and ASCE/SEI 7-10 Table 1.5-2. Additional data for site-specific ground motion procedures in accordance with ASCE/SEI 7-10 Ch. 21 are available from USGS.



Ice

Results:

Ice Thickness: 0.00 in.
Concurrent Temperature: 25 F
Gust Speed: 30 mph

Data Source: Standard ASCE/SEI 7-10, Figs. 10-2 through 10-8

Date Accessed: Mon Aug 10 2020

Ice thicknesses on structures in exposed locations at elevations higher than the surrounding terrain and in valleys and gorges may exceed the mapped values.

Values provided are equivalent radial ice thicknesses due to freezing rain with concurrent 3-second gust speeds, for a 50-year mean recurrence interval, and temperatures concurrent with ice thicknesses due to freezing rain. Thicknesses for ice accretions caused by other sources shall be obtained from local meteorological studies. Ice thicknesses in exposed locations at elevations higher than the surrounding terrain and in valleys and gorges may exceed the mapped values.

The ASCE 7 Hazard Tool is provided for your convenience, for informational purposes only, and is provided "as is" and without warranties of any kind. The location data included herein has been obtained from information developed, produced, and maintained by third party providers; or has been extrapolated from maps incorporated in the ASCE 7 standard. While ASCE has made every effort to use data obtained from reliable sources or methodologies, ASCE does not make any representations or warranties as to the accuracy, completeness, reliability, currency, or quality of any data provided herein. Any third-party links provided by this Tool should not be construed as an endorsement, affiliation, relationship, or sponsorship of such third-party content by or from ASCE.

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at&t

AT&T SITE NUMBER:
AT&T SITE NAME:
AT&T FA CODE:
AT&T PACE NUMBER:
SITE TYPE:

WTEN005668
NMLC ELP PICACHO
10139214
MRNTX083279
MONOPOLE

PROJECT: AT&T PRIORITY

BUSINESS UNIT #: 858163
SITE ADDRESS:
COUNTY:
TOWER HEIGHT: 63'-6"



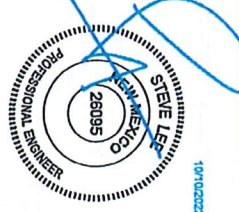
1. MASSMILL & ASSOCIATES
4801 WESTHEIMER ROAD
HOUSTON, TX 77056
OFFICE: 713-577-0964

AT&T SITE NUMBER:
WTEN005668

BU #: 858163
ZOD_ALTEL_NMLC_ELP
PICACHO

3385 AVENIDA DE MESSILLA
(HIGHWAY 29)
LAS CRUCES, NM 88005
EXISTING 63'-6" MONOPOLE

NO.	DATE	ISSUED FOR	BY	REVISION
1				
2				
3				
4				
5				



10/10/2022

22CA6M-257

SHEET NUMBER: T-1 REVISION: 0

SITE INFORMATION

CROWN CASTLE USA INC
SITE ADDRESS: 3385 AVENIDA DE MESSILLA (HIGHWAY 29)
LAS CRUCES, NM 88005
COUNTY: DONA ANA
AREA OF CONSTRUCTION: 32' x 15' 8 3/4"
LATITUDE: 32° 15' 58.29"
LONGITUDE: -106° 47' 7.29"
GROUND ELEVATION: 3,883 FT
CURRENT ZONING: COUNTY OF DONA ANA, NM
JURISDICTION: U
OCCUPANCY CLASSIFICATION: III
TYPE OF CONSTRUCTION: UTILITY UNMANAGED AND NOT FOR A.D.A. COMPLIANCE
PROPERTY OWNER: JUANADO ANTONIO & MARIA R BAY TL 300 S HOTEL BLVD LAS CRUCES NM 88001
TOWER OWNER: CROWN CASTLE USA, INC
CARRIER/APPLICANT: 1201 ALPINE ST 7987 HOUSTON, TX 77061
ELECTRIC PROVIDER: 1801 VALLEY VIEW LANE FARMERS BRANCH, TX 75244
TELCO PROVIDER: EL PASO ELECTRIC (800) 392-1434

DRAWING INDEX

SHEET #	TITLE & SHEET	SHEET DESCRIPTION
T-1	GENERAL NOTES	
C-1	STEEL PLAN	
C-1.1	STEEL PLAN	
C-2	FOUNDATION & ANTERNA PLANS	
C-3	FOUNDATION DESCRIPTION TABLE	
C-4	DETAILS	
C-5	EQUIPMENT SPECS	
G-1	GROUNDING SCHEMATIC	
G-2	GROUNDING DETAILS	

ALL DRAWINGS CONTAINED HEREIN ARE DEVELOPED BY, DESIGNED BY, CHECKED BY, AND DRAWN BY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK ON THIS PROJECT.

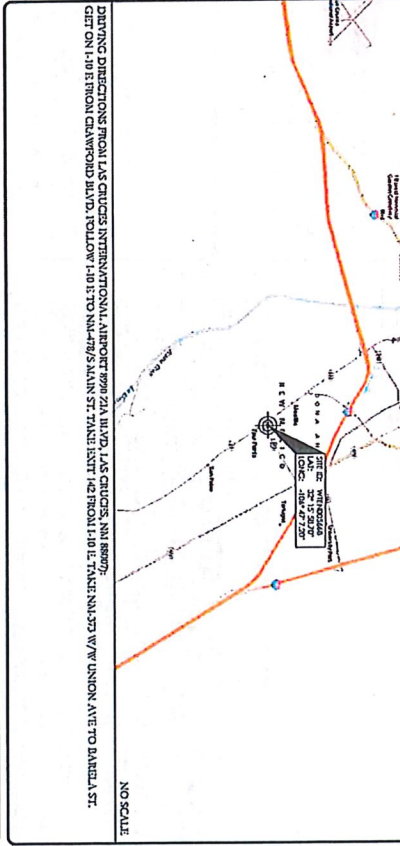
PROJECT DESCRIPTION

THE PURPOSE OF THIS PROJECT IS TO PROVIDE AN ANTENNA FOR THE PROPOSED MONOPOLE. THE ANTENNA WILL BE INSTALLED ON AN EXISTING TOWER. THE PROJECT WILL BE IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:
(1) ANTENNA
(2) FOUNDATION
(3) GROUNDING
(4) EQUIPMENT SPECS
(5) STEEL PLAN
(6) FOUNDATION & ANTERNA PLANS
(7) FOUNDATION DESCRIPTION TABLE
(8) DETAILS
(9) EQUIPMENT SPECS
(10) GROUNDING SCHEMATIC
(11) GROUNDING DETAILS

APPLICABLE CODES

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES UNLESS OTHERWISE NOTED:
STRUCTURAL ANALYSIS: BY OTHERS
DATE: BY OTHERS
MOUNT ANALYSIS: BY OTHERS
DATE: BY OTHERS
CODE TYPE: CODE
MECHANICAL: 2015 IBC
ELECTRICAL: 2017 NEC

LOCATION MAP



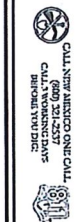
DEPARTING DIRECTIONS FROM LAS CRUCES INTERNATIONAL AIRPORT 7999 ZIA BLVD, LAS CRUCES, NM 88007:
GET ON I-10 E FROM CLAYBROOK BLVD. FOLLOW I-10 E TO NM-49/S MAIN ST. TAKE RIGHT 1/4 MILE FROM I-10 E. TAKE NM-573 W/V UNION AVE TO BARBELL ST.

PROJECT TEAM

ASB: FRANK
CROWN CASTLE USA INC
2900 CONROCK DRIVE
HOUSTON, TX 77061
CROWNCASTLE@CROWNCASTLE.COM
CROWNCASTLE
USA INC DISTRICT
1220 AUGUSTA DRIVE, SUITE 300
HOUSTON, TX 77057
ARCHIVAL PREPARED: PROJECT MANAGER
BRIAN HILLINGTON - CONSTRUCTION MANAGER
BRIAN.HILLINGTON@CROWNCASTLE.COM

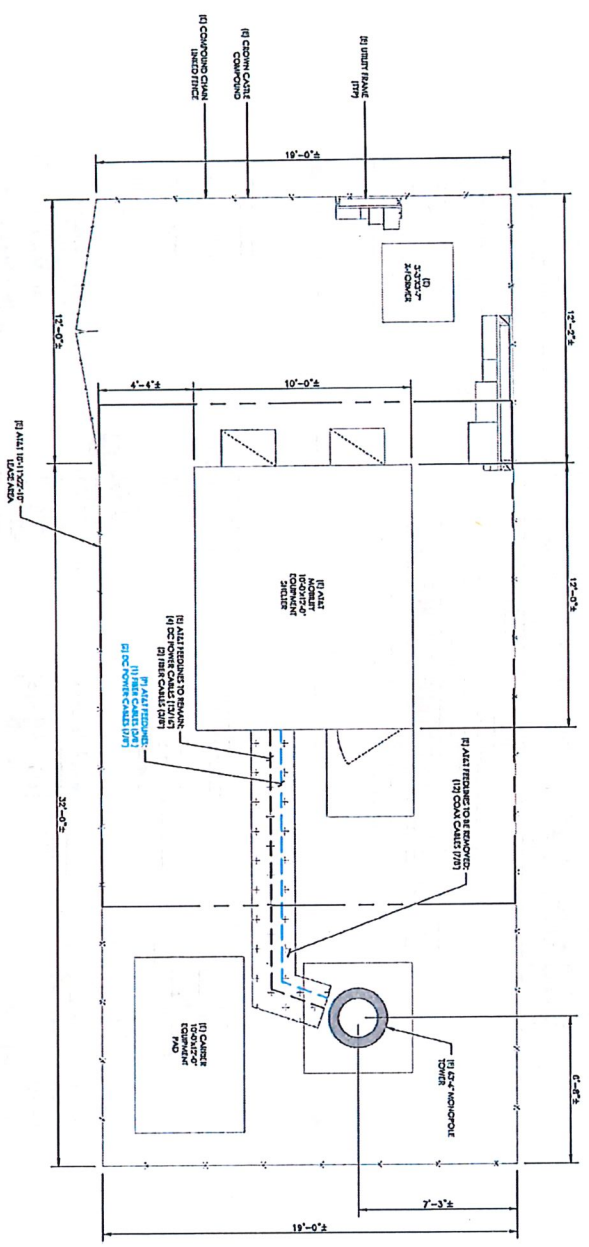
DESIGN PACKAGE BASED ON THE IBCS
REVISION: 1
DATE: 07/14/2022
DESIGN PACKAGE BASED ON THE APPLICATION
REVISION: 0

NOTE:
PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE
CROWN COC AT (800) 786-9011 & CROWN CONSTRUCTION MANAGER



CALL NEW MEXICO ONE CALL
(800) 331-2537
CROWN CONSTRUCTION
HOUSTON, TX 77061

THIS DOCUMENT IS THE PROPERTY OF AT&T. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF AT&T INTELLECTUAL PROPERTY. FOR MORE INFORMATION, CONTACT AT&T INTELLECTUAL PROPERTY.



1 SITE PLAN
 SCALE: 3/8" = 1'-0" (1/4" = 1'-0")



1801 VALLER VERDE LANE
 FARMERS BRANCH, TX 75234

CROWN CASTLE
 5945 LITTON ROAD, SUITE 405
 INDIANAPOLIS, IN 46240

PM&A
 P. HASSALL & ASSOCIATES
 6801 PORTWORTH DR., STE. 100
 HOUSTON, TX 77064
 OFFICE: 713-677-0964

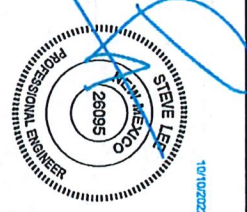
AT&T SITE NUMBER:
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BU #: 858163
 ZOD: ALITEL, NMLC, ELP
 PICACHO

3385 AVENIDA DE MESSILLA
 (HIGHWAY 29)
 LAS CRUCES, NM 88005

EXISTING 63'-6" MONOPOLE

ISSUED FOR:			
REV	DATE	BY	DESCRIPTION
0	REVISION	WS	FINAL



THIS A TESTIMONY OF MY FAITH THAT I AM THE AUTHOR, UNDER THE SIGNATURE, OF THE DESIGN OR CALCULATION OR SPECIFICATION OR OF ANY PART THEREOF, AND THAT I AM A duly Licensed Professional Engineer in the State of New Mexico.

22CA6M-257

SHEET NUMBER: **C-1** REVISION: **0**

ANTENNA ELEVATION	ANTENNA NUMBER	TOWER OR EQUIPMENT IDENT. (TNAI)	REVISION/COMPARISON	QTY.	
45'	32'	GAWWA	ANTENNA IJ1 COMACORP / INNH424-R1.COR2	1	
			ANTENNA IJ2 EPCORP / A61449 3770	1	
			ANTENNA IJ3 ANDREW / 28881D124	1	
			ANTENNA IJ4 COMACORP / INNH424-R1.COR2	1	
			ANTENNA IJ5 -	-	
			FEED	-	
			TOWER BRACES	-	
			TNAI	-	
			FEED	REVISION 04/18/2012, REVISION 01/11/2012	3
			FEED	COMACORP / INNH424-R1.COR2	1
45'	120'	BETA	ANTENNA IJ1 EPCORP / A61449 3770	1	
			ANTENNA IJ2 ANDREW / 28881D124	1	
			ANTENNA IJ3 COMACORP / INNH424-R1.COR2	1	
			ANTENNA IJ4 -	-	
			FEED	-	
			TOWER BRACES	-	
			TNAI	-	
			FEED	REVISION 04/18/2012, REVISION 01/11/2012	3
			FEED	COMACORP / INNH424-R1.COR2	1
			45'	32'	ALPHA
ANTENNA IJ2 EPCORP / A61449 3770	1				
ANTENNA IJ3 ANDREW / 28881D124	1				
ANTENNA IJ4 COMACORP / INNH424-R1.COR2	1				
ANTENNA IJ5 -	-				
FEED	-				
TOWER BRACES	-				
TNAI	-				
FEED	REVISION 04/18/2012, REVISION 01/11/2012	3			
FEED	COMACORP / INNH424-R1.COR2	1			
CONCRETE	7'6" DC POWER	CONCRETE	CONCRETE	1	
			CONCRETE	1	
			CONCRETE	1	
			CONCRETE	1	
MISCELLANEOUS	-	-	CONCRETE	1	
			CONCRETE	1	

1 EQUIPMENT DESCRIPTION TABLE
SCALE: NOT TO SCALE



1801 VALLEY VIEW LANE
FARMERS BRANCH TX 75244



PLUS RIVER ROAD, SUITE 425
INDIANAPOLIS, IN 46240



P. MARSHALL & ASSOCIATES
6801 FORTWEST DR, STE 100,
HOUSTON, TX 77024
OFFICE: 713.871.4244

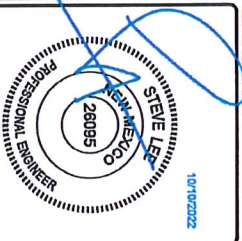
AT&T SITE NUMBER:
WTEN005668

DU #: 858163
ZOD_ALTIETL_NIML_C_ELP
PICACHO

3385 AVENIDA DE NIESILLA
(HIGHWAY 28)
LAS CRUCES, NM 88005
EXISTING 63'-6" MONOPOLE

ISSUED FOR:

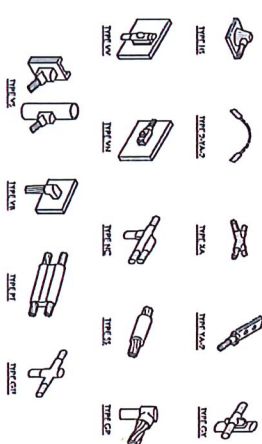
REV.	DATE	BY	DISCUSSION	PREPARED BY
1	10/10/2012	NS	NS	NS



I, STEVEN LOPEZ, ENGINEER, STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT I AM THE DESIGNER OF THE ABOVE PROJECT AND I AM A LICENSED PROFESSIONAL ENGINEER.

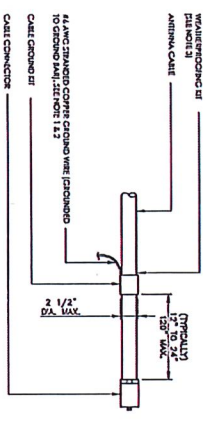
22CAGM-257

SHEET NUMBER: C-3
REVISION: 0

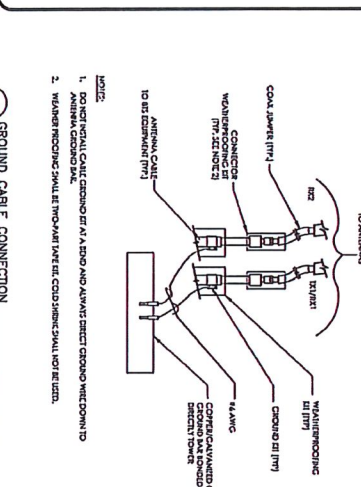


NOTE:
 1. REFER TO DRAWING "WELD TYPES" FOR WELDING AND WELDING CONTACT WITH CONNECTIONS. MAKE SURE TO REFER TO THE LIST FOR THE PROJECT.
 2. WELD TYPE GOVT TO BE USED BEFORE OTHER CONNECTIONS TO BE USED TO GROUND BUS.

1 CADWELD GROUNDING CONNECTIONS
 SCALE: NOT TO SCALE

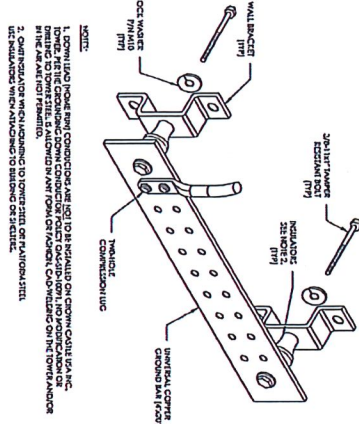


NOTE:
 1. DO NOT INSTALL CABLE GROUNDING AT A BOND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BUS.
 2. GROUNDING AT SPALLS, CRACKS AND PART NUMBER 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



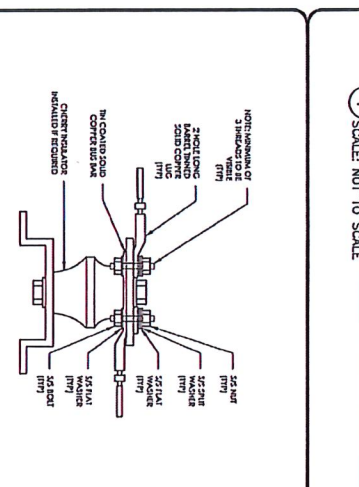
NOTE:
 1. DO NOT INSTALL CABLE GROUNDING AT A BOND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BUS.
 2. WELDING CONNECTIONS SHALL BE WELDED TO THE GROUND BUS.

4 GROUND CABLE CONNECTION
 SCALE: NOT TO SCALE



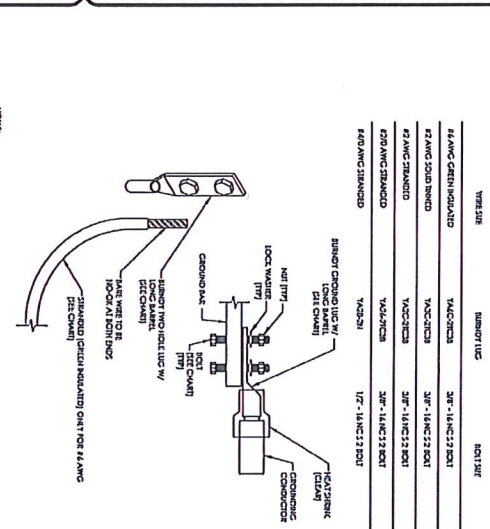
NOTE:
 1. DOWNWARD POINTING CONNECTIONS ARE NOT TO BE INSTALLED ON GROUND CABLES. ALL CONNECTIONS SHALL BE WELDED TO THE GROUND BUS.
 2. WELDING CONNECTIONS SHALL BE WELDED TO THE GROUND BUS.

6 GROUND BAR DETAIL
 SCALE: NOT TO SCALE



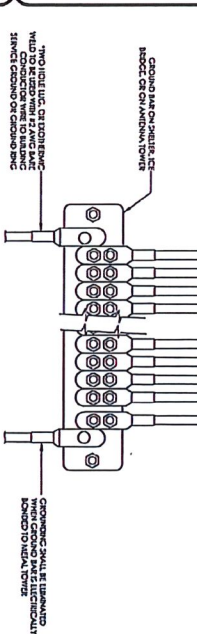
NOTE:
 1. DOWNWARD POINTING CONNECTIONS ARE NOT TO BE INSTALLED ON GROUND CABLES. ALL CONNECTIONS SHALL BE WELDED TO THE GROUND BUS.
 2. WELDING CONNECTIONS SHALL BE WELDED TO THE GROUND BUS.

7 LUG DETAIL
 SCALE: NOT TO SCALE



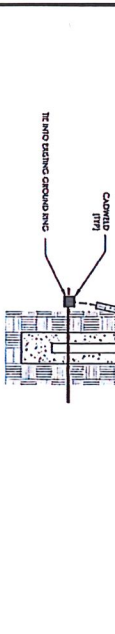
NOTE:
 1. ALL CONNECTIONS SHALL BE WELDED TO THE GROUND BUS.
 2. WELDING CONNECTIONS SHALL BE WELDED TO THE GROUND BUS.

2 MECHANICAL LUG CONNECTION
 SCALE: NOT TO SCALE



NOTE:
 1. DOWNWARD POINTING CONNECTIONS ARE NOT TO BE INSTALLED ON GROUND CABLES. ALL CONNECTIONS SHALL BE WELDED TO THE GROUND BUS.
 2. WELDING CONNECTIONS SHALL BE WELDED TO THE GROUND BUS.

5 GROUND WIRE INSTALLATION
 SCALE: NOT TO SCALE



NOTE:
 1. DOWNWARD POINTING CONNECTIONS ARE NOT TO BE INSTALLED ON GROUND CABLES. ALL CONNECTIONS SHALL BE WELDED TO THE GROUND BUS.
 2. WELDING CONNECTIONS SHALL BE WELDED TO THE GROUND BUS.

8 TRANSITIONING GROUND DETAIL
 SCALE: NOT TO SCALE

at&t
 1001 WALL STREET, SUITE 1400
 HOUSTON, TEXAS 77002

CROWN CASTLE
 5905 BAYVIEW BOULEVARD, SUITE 405
 HOUSTON, TEXAS 77058

PMO&A
 6601 ROBERTSON DRIVE, SUITE 100
 HOUSTON, TEXAS 77056
 OFFICE: 713-477-0564

AT&T SITE NUMBER:
 WTEBN005668

BU #: 888163
 ZOD: ALTEL, NMLC, ELP
 PICACHO

3385 AVENIDA DE MEXICOLA
 (HIGHWAY 28)
 LAS CRUCES, NM 88005

EXISTING 63'-6" MONOPOLE

ISSUED FOR:			
REV	DATE	BY	DESCRIPTION
0	10/20/22	VS	TRIALS
1			
2			
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8			
9			

PROFESSIONAL ENGINEER
 STATE OF TEXAS
 28095
 10/10/2022

22CA041-257

SHEET NUMBER: **G-2** REVISION: **0**



TOWN OF MESILLA

Public Works Department

P.O. Box 10, Mesilla, New Mexico 88046


Office: (575) 524-3262

Fax: (575) 541-6327

MEMORANDUM

Date: February 1, 2023

TO: Mayor Barraza and Board of Trustees

FROM: Rodney J. McGillivray, Public Works Director 

RE: **Public Works Department Activity Report – January 2022**

On-going maintenance, custodial and operations:

Monitoring of lift stations and review of reporting
New water services and water shut-offs (ownership change/nonpayment)
On-call/standby for emergency repairs or assistance
Monthly water sampling and reporting is up-to-date
Monitoring of water tank, wells, and pumps
Meter reading continues
Custodial responsibilities on-going
Utility location services
Trail Maintenance on-going
Grounds maintenance on-going
Valve exercise program continues
Vehicle maintenance on-going

Miscellaneous items/work orders/accomplishments:

Calle del Norte Trail maintenance
Began fabrications for emergency trailer
Filter change-out all buildings
Community center toilet and urinal repairs
Repaired PWD yard fence
Added electrical and lighting at PWD yard
Pothole repairs Snow and Union
Tree trimming Avenida de Mesilla
Signage repair and replacement

Project update:

LGTPF Calle del Norte Trail Phase II – The section of the trail at the river levee is considered 30% complete. Project completion is scheduled for April 2023.

Calle de Picacho Drainage/Roadway (FY22 TPF) - Survey is complete. Preliminary design is underway. Environmental study, drainage study and project certification are underway.

Calle de Picacho Utility Replacement – Design is underway.

2022-2023 LGRF – Project notice to proceed issued. A-Mountain furnishing bonds and required submittals. Project anticipated to begin in March 2023.

SCADA – Contract awarded. Project awaiting notice to proceed and pre-construction meeting.

Mesilla Water System Booster Replacement – Contract awarded. DAC permit underway. Project awaiting notice to proceed and pre-construction meeting.

Mesilla Streetlight Improvements – Project is considered complete.

Plaza Sidewalk Refurbishment – Project SHPO and clearances complete. Project bidding underway.

Colonias - University Waterline Improvements – Project pending Colonias financing approval.

Calle de Santiago Bridge Replacement (FY23 TPF) – Project design is underway.



MESILLA MARSHAL DEPARTMENT

P.O. BOX 10 MESILLA, NM 88046 PHONE 575-526-4138 FAX 575-652-3776

To: Honorable Mayor and Mesilla Board of Trustees

This is the Monthly Report for January 2023, for the Mesilla Marshal's Department:

911 hang ups	9	Information report	13
Agency assist	16	Lost property	1
ACO calls	8	Motor Vehicle Crashes	10
Assaults	2	Overdose	1
Auto theft	3	Phone call	3
Building Check	2	Prisoner Transport	1
Burglary	2	Prowler	1
Burglary alarm	8	Public assist	2
Civil	2	Reckless driver	3
CPR	1	Shots fired	3
Codes	38	Supplement	11
Death	1	Suspicious activity	17
DWI	1	Theft/larceny	4
Disturbances	13	Threats	1
Foot patrol	4	Traffic stops	100
Found property	2	Vandalism	4
Frequent patrol	65	<u>Welfare check</u>	<u>9</u>
Illegally parked vehicle	1		
Incorrigible child	1	Total # of calls for service	362

Thank you,
Enrique Salas,
Marshal



TOWN OF MESILLA FIRE DEPARTMENT

MONTHLY BOT REPORT

January 2023

MAJOR ADDITONS TO INVENTORY: None

MAINTENANCE OF EQUIPMENT: Engine 31 wet inspection performed

COMMENTS: Chief Evans with Mayor & Dept heads went to Santa Fe to visit with legislators to help Mesilla get funds to fund some of its major projects. Chief Evans met with State Fire Marshall while in Santa Fe to discuss new squad purchase. Mesilla fire has two firefighters out on light duty due to injury occurred outside of the fire department. Mesilla Fire filed an insurance claim for equipment stolen out of FM31 while Chief Whited was attending Fire Officer II in Albq. Chief Evans continues to fill the roll of Interim Fire Chief.

Mesilla Fire has discontinued temperature checks upon arriving at station. All members were advised if they are sick or feel sick to stay home. This will be monitored and if needed put back into practice if we see a rise in COVID cases among the department / Public Safety Bldg.

COVID 19 is still an issue in our area. We continue to monitor our personnel and practice preventative measures. This round of the virus is much more contagious than previous versions as evidence by the climbing rates of infection in our area and the state. Let us remain vigilant.

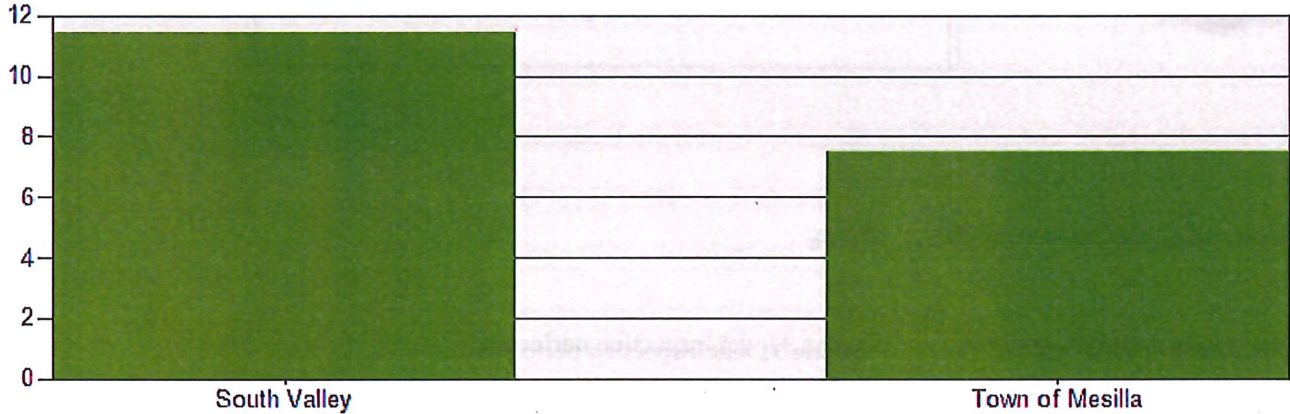
Mesilla Fire Department



Mesilla, NM

This report was generated on 2/7/2023 2:23:31 PM

Response Mode: Lights and Sirens | Start Date: 01/01/2023 | End Date: 01/31/2023



Zone	AVERAGE RESPONSE TIME (in minutes)
South Valley	11.45
Town of Mesilla	7.49

Mesilla Fire Department

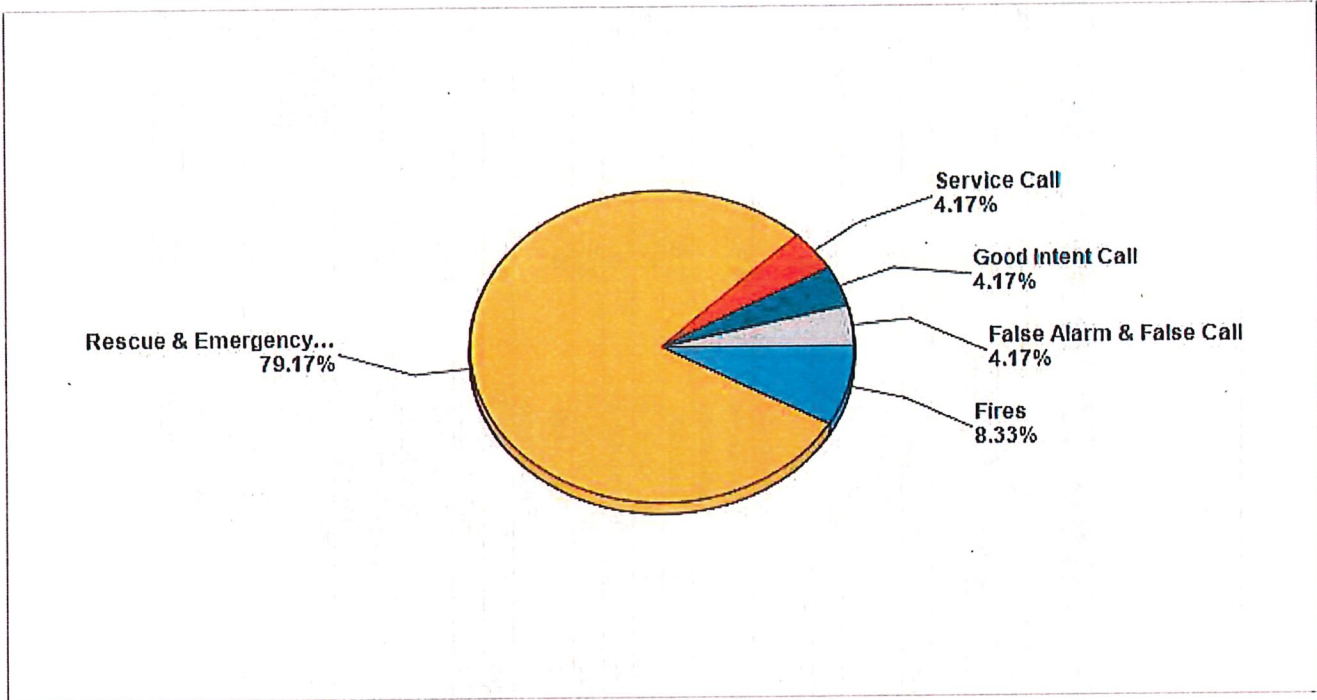
Mesilla, NM

This report was generated on 2/7/2023 2:34:04 PM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2023 | End Date: 01/31/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	2	8.33%
Rescue & Emergency Medical Service	19	79.17%
Service Call	1	4.17%
Good Intent Call	1	4.17%
False Alarm & False Call	1	4.17%
TOTAL	24	100%

Mesilla Fire Department

Mesilla, NM

This report was generated on 2/7/2023 2:30:34 PM



Events per Event Type for Date Range (Landscape)

Start Date: 01/01/2023 | End Date: 01/31/2023

EVENT	DATE	EVENT NAME	CATEGORY	LOCATION	HOURS	PARTICIPANTS
Holiday Event	01/01/2023	New Year's Day shift	Holiday Event	Station 31	4	Tyler Brown, Crystal Davis-Whited,
Total Hours for Holiday Event:						4
Administration Shift						
	01/02/2023	Administrative Shift	Administrative	Fire House 31	7.25	Harry Evans
	01/03/2023	Administrative Shift - Tele Work	Administrative	Tele-Work Residence	2.5	Harry Evans
	01/06/2023	Administrative Shift	Administrative	Fire House 31	9.5	Harry Evans
	01/07/2023	Administrative Shift - Tele Work	Administrative	Tele-Work Residence	2	Harry Evans
	01/08/2023	Administrative Shift - Tele Work	Administrative	Tele-Work Residence	4.5	Harry Evans
	01/10/2023	Administrative Shift	Administrative	Telework	1.5	Crystal Davis-Whited
	01/11/2023	Administrative Shift -	Administrative	fire house 31	3	Harry Evans
	01/12/2023	Administrative Shift -	Administrative	fire house 31	3	Harry Evans
	01/13/2023	Administrative Shift -	Administrative	fire house 31	2.5	Harry Evans
	01/15/2023	Administrative Shift - Tele-work	Administrative	Tele-work Residence	4	Harry Evans
	01/16/2023	Administrative Shift	Administrative	Fire House 31	7.5	Harry Evans
	01/20/2023	Administrative Shift	Administrative	Fire House 31	10	Harry Evans
	01/22/2023	Administrative Shift - Tele Work	Administrative	Tele-Work Residence	3.75	Harry Evans
	01/25/2023	Squad Design / Cost Meeting	Administrative	Chala's restaurant / Fire House 31	3	Harry Evans, George Klebansky, Gregory Whited
	01/26/2023	Board of Trustees Meeting	Administrative	Town of Mesilla Town Hall	3	Crystal Davis-Whited, Andy Embury, Harry Evans, George
	01/28/2023	Administrative Shift	Administrative	Telework	2	Crystal Davis-Whited
	01/28/2023	Administrative Shift - Tele Work	Administrative	Tele-Work Residence	3	Harry Evans
	01/28/2023	Administrative Shift	Administrative	Fire House 31	3.25	Harry Evans

01/29/2023	Administrative Shift - Tele Work	Administrative	Tele-Work Residence	5	Harry Evans
01/30/2023	Santa Fe with Department heads	Administrative	Santa Fe	7	Harry Evans
01/31/2023	Legislator Day	Administrative	Capital Building Santa Fe	8	Harry Evans
01/31/2023	State Fire Marshal / Legislator Meetings	Administrative	Santa Fe	7	Harry Evans

Total Hours for Administration Shift: 102.25

Daily Operations Shift					
01/03/2023	B-Shift	Shifts	Station 31	18	Humberto Manriquez, Sergio
01/04/2023	C shift	Shifts	FireHouse 31	13	Alexander Aguilar, Patrick Dorr,
01/06/2023	B-shift	Shifts	station 31	3	Delilah Chavez
01/15/2023	B-shift	Training	Station 31	1	Delilah Chavez
01/23/2023	A-Shift	Shifts	Station 31	12	Humberto Manriquez, Sergio
01/24/2023	B Shift	Shifts	mesilla fire department	13	Patrick Dorr, Gabriel Franco, Joseph Torres
01/25/2023	C-Shift	Shifts	Station 31	12	Mateo Martinez
01/25/2023	A Shift	Shifts	Station 31	13	Cole Morris, Mark Reyna
01/26/2023	A Shift	Shifts	FireHouse 31	4	Tyler Brown, Gabriel Franco,
01/31/2023	b shift	Shifts	mesilla fire department	13	Patrick Dorr, Gabriel Franco, Joseph Torres

Total Hours for Daily Operations Shift: 102

Prevention Event					
01/04/2023	New Mexico Fire Marshals Association meetings	Prevention Event	Online meetings	3	Gregory Whited
01/13/2023	NM-IAAI Board meeting	Prevention Event	Virtual meeting	1	Gregory Whited
01/24/2023	Building plans review	Prevention Event	NM CID offices	2.5	Gregory Whited
01/24/2023	IAAI Student Liaison Committee meeting	Prevention Event	Telework	2	Crystal Davis-Whited, Gregory Whited
01/26/2023	IAAI Student Liaison Committee meeting	Prevention Event	Telework	1	Crystal Davis-Whited, Gregory Whited

Total Hours for Prevention Event: 9.5

EMS Division Shift					
01/05/2023	A-Shift	Shifts	Fire station 31	8	Ines Thunhorst
01/06/2023	Administrative Shift Tele work	Administrative	Residence	6	Ines Thunhorst
01/13/2023	c-shift	Shifts	Fire station 31	4	Ines Thunhorst
01/20/2023	B-Shift	Shifts	Fire station 31	5.5	Ines Thunhorst
01/27/2023	c-shift	Shifts	Fire station 31	7.5	Gabriel Cordova, Ines Thunhorst

Total Hours for EMS Division Shift: 31

Meetings					
----------	--	--	--	--	--

01/09/2023	BOT Meeting	Officer Meeting	Mesilla Town Hall	2	Delilah Chavez, Crystal Davis-
Total Hours for Meetings:					2

Special Assignment					
01/14/2023	Certificate of appreciation from SAR	Special Assignment	Hacienda de Mesilla	2.5	Crystal Davis-Whited, George Klebansky, William Martinez,
01/31/2023	E31 PM	Work Session	Station 31	7	George Klebansky, Gregory
Total Hours for Special Assignment:					9.5

Mesilla Fire Department

Mesilla, NM

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Incident Statistics

Zone(s): All Zones | Start Date: 01/01/2023 | End Date: 01/31/2023

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		19	
FIRE		5	
TOTAL		24	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
Bat32	0	0	2
E31	0	0	1
FM31	0	0	9
SQ32	1	1	5
TOTAL	1	1	17
PRE-INCIDENT VALUE		LOSSES	
\$0.00		\$0.00	
CO CHECKS			
TOTAL			
MUTUAL AID			
Aid Type		Total	
Aid Given		2	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
2		8.33	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Mesilla Fire Main Station 31	0:05:34	0:10:52	
AVERAGE FOR ALL CALLS		0:07:05	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Mesilla Fire Main Station 31	0:01:43	0:03:14	
AVERAGE FOR ALL CALLS		0:02:09	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Mesilla Fire Department		24:18	

Only Reviewed Incidents included. EMS for Incident counts includes only 300 to 399 Incident Types. All other incident types are counted as FIRE. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.



emergencyreporting.com
Doc Id: 1645
Page # 1 of 1

Mesilla Fire Department

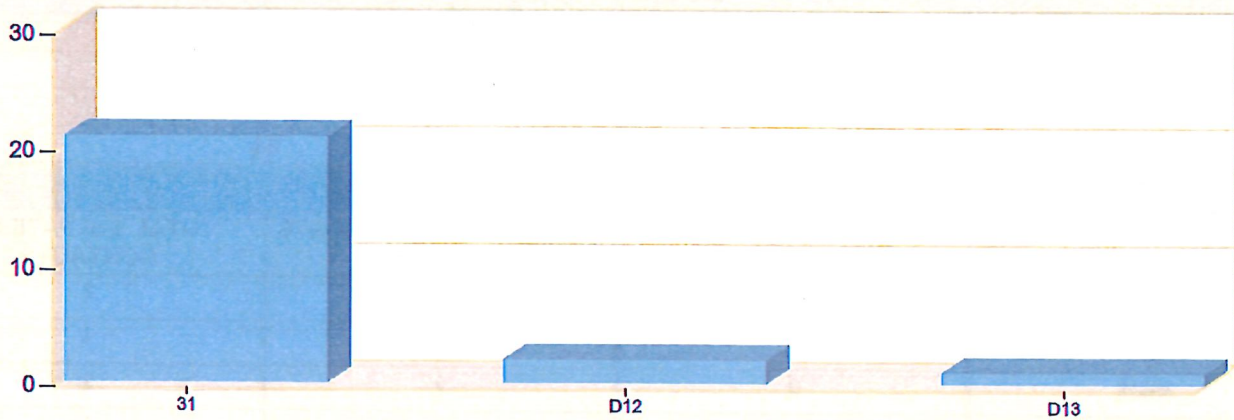
Mesilla, NM

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Incident Type Count per Zone for Date Range

Start Date: 01/01/2023 | End Date: 01/31/2023



ZONES	INCIDENT TYPE	COUNT
31 - Town of Mesilla		
	143 - Grass fire	1
	321 - EMS call, excluding vehicle accident with injury	15
	322 - Motor vehicle accident with injuries	1
	324 - Motor vehicle accident with no injuries.	1
	554 - Assist invalid	1
	611 - Dispatched & cancelled en route	1
	745 - Alarm system activation, no fire - unintentional	1
	<i>Total Incidents for 31 - Town of Mesilla:</i>	<i>21</i>
D12 - Fairacres		
	143 - Grass fire	1
	321 - EMS call, excluding vehicle accident with injury	1
	<i>Total Incidents for D12 - Fairacres:</i>	<i>2</i>
D13 - South Valley		
	311 - Medical assist, assist EMS crew	1
	<i>Total Incidents for D13 - South Valley:</i>	<i>1</i>
	<i>Total Count for all Zone:</i>	<i>24</i>

Zone information is defined on the Basic Info 3 screen of an incident.
Only REVIEWED incidents included.



Mesilla Fire Department

Mesilla, NM

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Response Activity Report

Start Date: 01/01/2023 | End Date: 01/31/2023

INCIDENT #	DATE	APPARATUS ID	ALARM TIME	ARRIVE TIME	RESPONSE TIME	ADDRESS
143 - Grass fire						
2023-00004	01/06/2023	Bat31	13:56:10	14:01:16	00:05:06	2900 BOWMAN ST
2023-00004	01/06/2023	BR34	13:56:10	14:09:50	00:13:40	2900 BOWMAN ST
2023-00004	01/06/2023	E32	13:56:10	14:16:51	00:20:41	2900 BOWMAN ST
2023-00023	01/30/2023	Bat32	11:39:59	11:56:25	00:16:26	933 WEINRICH RD
Subtotal Count: 4		143 - Grass fire Average Response Time: 00:13:58				
311 - Medical assist, assist EMS crew						
2023-00002	01/03/2023	SQ32	14:13:02	14:32:31	00:19:29	2112 SALIDA DEL SOL
Subtotal Count: 1		311 - Medical assist, assist EMS crew Average Response Time: 00:19:29				
321 - EMS call, excluding vehicle accident with injury						
2023-00001	01/01/2023	Bat32	06:02:55	06:10:55	00:08:00	2720 BOLDT ST
2023-00001	01/01/2023	SQ32	06:02:55	06:11:52	00:08:57	2720 BOLDT ST
2023-00003	01/05/2023	SQ32	14:01:07	14:15:42	00:14:35	2491 CALLE DE NORTE
2023-00005	01/09/2023	Bat31	22:01:23	22:11:06	00:09:43	2910 ESTRADA DR
2023-00005	01/09/2023	SQ32	22:01:23	22:11:06	00:09:43	2910 ESTRADA DR
2023-00006	01/11/2023	SQ32	06:11:00	06:18:00	00:07:00	2965 CALLE DE GUADALUPE
2023-00008	01/12/2023	Bat32	15:45:06	15:53:49	00:08:43	2290 CAMINO BODEGAS
2023-00009	01/13/2023	Bat31	18:27:27	18:36:39	00:09:12	2491 CALLE DEL NORTE
2023-00009	01/13/2023	Bat32	18:27:27	18:34:24	00:06:57	2491 CALLE DEL NORTE
2023-00009	01/13/2023	FM31	18:27:27	18:36:39	00:09:12	2491 CALLE DEL NORTE
2023-00010	01/15/2023	Bat31	14:28:58	14:34:30	00:05:32	2815 BOLT ST
2023-00010	01/15/2023	Bat32	14:28:58	14:34:30	00:05:32	2815 BOLT ST
2023-00010	01/15/2023	FM31	14:28:58	14:34:30	00:05:32	2815 BOLT ST
2023-00013	01/16/2023	Bat31	15:27:35	15:33:41	00:06:06	2410 CALLE DE SAN ALBINO
2023-00013	01/16/2023	Bat32	15:27:35	15:33:41	00:06:06	2410 CALLE DE SAN ALBINO
2023-00013	01/16/2023	E32	15:27:35	15:33:41	00:06:06	2410 CALLE DE SAN ALBINO
2023-00014	01/19/2023	Bat32	09:43:25	09:48:16	00:04:51	1300 W University AVE
2023-00014	01/19/2023	FM31	09:43:25	09:46:50	00:03:25	1300 W University AVE
2023-00015	01/23/2023	Bat32	07:52:13	08:03:06	00:10:53	2118 CALLE DE SAN ALBINO
2023-00015	01/23/2023	FM31	07:52:13	08:01:59	00:09:46	2118 CALLE DE SAN ALBINO
2023-00015	01/23/2023	SQ32	07:52:13	08:10:58	00:18:45	2118 CALLE DE SAN ALBINO
2023-00016	01/24/2023	Bat32	21:03:00	21:07:43	00:04:43	1950 Calle del Norte
2023-00016	01/24/2023	E31	21:03:00	21:06:58	00:03:58	1950 Calle del Norte
2023-00017	01/25/2023	FM31	17:54:23	18:00:10	00:05:47	2171 CALLE DE PARIAN
2023-00018	01/26/2023	Bat32	01:00:11	01:08:49	00:08:38	2510 CALLE DEL OESTE
2023-00018	01/26/2023	FM31	01:00:11	01:05:22	00:05:11	2510 CALLE DEL OESTE
2023-00018	01/26/2023	SQ32	01:00:11	01:04:54	00:04:43	2510 CALLE DEL OESTE
2023-00020	01/27/2023	Bat32	10:23:22	10:30:43	00:07:21	212 CAPRI ARC
2023-00020	01/27/2023	FM31	10:23:22	10:30:43	00:07:21	212 CAPRI ARC

Calls by Incident Type. Does not include calls where there was no response.

2023-00020	01/27/2023	SQ32	10:23:22	10:30:43	00:07:21	212 CAPRI ARC
2023-00021	01/29/2023	Bat32	19:16:38	19:22:44	00:06:06	2410 CALLE DE SAN ALBINO
2023-00021	01/29/2023	FM31	19:16:38	19:23:38	00:07:00	2410 CALLE DE SAN ALBINO
2023-00024	01/31/2023	Bat32	06:21:23	06:44:39	00:23:16	1810 VISTA SIERRA CT
2023-00024	01/31/2023	FM31	06:21:23	06:44:36	00:23:13	1810 VISTA SIERRA CT
Subtotal Count: 34 321 - EMS call, excluding vehicle accident with injury Average Response Time: 00:08:30						
322 - Motor vehicle accident with injuries						
2023-00022	01/30/2023	Bat32	07:57:26	08:01:26	00:04:00	2920 AVENIDA DE MESILLA
2023-00022	01/30/2023	FM31	07:57:26	08:02:33	00:05:07	2920 AVENIDA DE MESILLA
Subtotal Count: 2 322 - Motor vehicle accident with injuries Average Response Time: 00:04:33						
324 - Motor vehicle accident with no injuries.						
2023-00011	01/16/2023	Bat31	13:10:45	13:17:07	00:06:22	CALLE DE CORREO
2023-00011	01/16/2023	E31	13:10:27	13:17:07	00:06:40	CALLE DE CORREO
Subtotal Count: 2 324 - Motor vehicle accident with no injuries. Average Response Time: 00:06:31						
554 - Assist invalid						
2023-00012	01/16/2023	Bat31	15:16:36	15:22:03	00:05:27	2950 BOWAN ST
2023-00012	01/16/2023	Bat32	15:16:36	15:22:03	00:05:27	2950 BOWAN ST
Subtotal Count: 2 554 - Assist invalid Average Response Time: 00:05:27						
745 - Alarm system activation, no fire - unintentional						
2023-00019	01/27/2023	Bat32	03:51:35	04:05:36	00:14:01	2937 ESTRADA DR
2023-00019	01/27/2023	E32	03:51:13	04:05:36	00:14:23	2937 ESTRADA DR
Subtotal Count: 2 745 - Alarm system activation, no fire - unintentional Average Response Time: 00:14:12						
Grand Total: 47			Average Response Time for All Incident Types: 00:09:03			

Calls by Incident Type. Does not include calls where there was no response.

Mesilla Fire Department

Mesilla, NM

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Total Hours by Personnel for Date Range for Pay Grade

Pay Grades: All Pay Grades | Start Date: 01/01/2023 | End Date: 01/31/2023

PERSONNEL	INCIDENT TIME	TRAINING TIME	EVENT TIME	TOTAL TIME
Aguilar, Alexander J	0:45	8:00	14:00	22:45
Azcarate, Ben	0:30	0:00	0:00	0:30
Brown, Tyler S	0:00	9:00	9:00	18:00
Chavez, Delilah M	0:45	6:00	6:00	12:45
Cordova, Gabriel Lee	0:45	0:00	7:30	8:15
Davis-Whited, Crystal L	7:15	19:00	18:00	44:15
Dorr, Patrick E	1:15	5:00	44:00	50:15
Embury, Andy G	8:00	9:00	5:00	22:00
Evans, Harry A	5:45	7:30	98:45	112:00
Fernandez III, Humberto	1:00	8:00	18:00	27:00
Fernandez, Sergio A	0:00	12:00	0:00	12:00
Franco, Gabriel Z	0:30	2:00	43:00	45:30
Garcia, Danny	2:00	0:00	0:00	2:00
Garcia, Gilbert M	0:30	0:00	0:00	0:30
Hernandez, Lourdes A	2:45	1:00	0:00	3:45
Klebansky, George A	15:42	6:30	17:30	39:42
Madson, Ed	0:30	1:00	0:00	1:30
Manriquez, Humberto	0:29	5:00	30:00	35:29
Martinez, Mateo L	0:45	7:00	12:00	19:45
Martinez, William A	1:48	6:00	2:30	10:18
McBurney, Samuel O	0:45	0:00	0:00	0:45
Mendez, Sergio M	0:00	2:00	17:00	19:00
Morris, Cole M	2:15	0:00	13:00	15:15
Nanez, Ryan	0:00	1:00	0:00	1:00
Reyna, Mark A	1:09	10:00	34:00	45:09
Rossmann, Tabitha A	0:00	4:00	0:00	4:00
Salas, Enrique	0:48	1:00	0:00	1:48
Sanchez, Xavier	0:24	3:00	4:00	7:24
Thunhorst, Ines C	1:30	3:00	32:00	36:30
Torres, Joseph F	4:48	14:00	51:30	70:18
Whited, Gregory E	14:30	56:00	29:00	99:30
Zaplen, Jasha C	12:48	18:00	30:30	61:18

Personnel Total Hours by Time spent on Incidents and Time spent on Training Times for Date Range for Pay Grade. Time Cards are NOT included. Time is displayed in hh:mm format. This report only includes Reviewed Incidents, Locked Events and Locked Training classes. Payroll must be enabled.



Community Projects Report

Project	Description
Current Contact information	Dorothy Sellers Email: DorothyS@mesillanm.gov Work: 575-524-3262 Cell:575-571-3890
Promote Mesilla and area businesses	Have begun attending Experience Mesilla meetings in order to help bridge gaps and work together to better Mesilla. Hosting meeting at Town Hall in January.
Visitors Guide	Work has begun on the 2023 Visitors Guide. Planned distribution is April 2023. We are adjust the guide to make it more cost effective for the town without losing quality.
Social Media and website	Meeting with Tu media to update and modernize the town's website. A streamlined website will be going live soon.
Mercado	Mercado continues to be successful. Have back up applicants ready to fill positions. Looking to add alternate vendors to fill empty spaces. Background checks will be done on all existing and incoming vendors. Orientations are being scheduled in Feb and early March to ensure vendors have several opportunities to attend. Orientation must be attended to renew. Looking for a volunteer who can assist with 2 Spanish meetings.
Clean & Beautiful Grant	Graffiti Remover has been purchased. Items for community clean up days and also promotional items are to be purchased this month for activities in March. New Application opens in March.
NM Tourism Grant	Mesilla was granted a 2:1 match offer. FY23 will focus on building the asset library currently in Mesilla's possession and promotion through Social media and printed ads. Photos were truly beautiful and have selected and added 30 new assets to the Towns official photo library.
Lodgers Tax Committee	Still seeking volunteers to sit on the Lodgers tax advisory committee. If you know anyone interested, please send them my way

Newsletter	I would really like to include a work from each trustee if possible. Please send me a snippet of a few words you would like to send to the residents of Mesilla at your earliest convenience.
For the love of art	Not much interest in setting up but event will still occur.
Cinco de Mayo	Entertainment search has begun for Cinco de Mayo. Vendor application to go out soon
Summer Recreation	Submitting application to El Paso Electric for the 2023 Gloria Garza Summer Rec Program

MESILLA MUNICIPAL COURT
Monthly Activity Report
January 2023

	Last Month	This Month	Change	Last YTD	This YTD	Change
Citations						
CRIMINAL	3	1	-2	4	1	-3
DWI	0	0	0	1	0	-1
MISCELLANEOUS	0	0	0	0	0	0
TRAFFIC	47	49	2	43	49	6
WARNING	0	0	0	0	0	0
Totals:	50	50	0	48	50	2

Non-Citation Offense						
CONTEMPT	0	0	0	6	0	-6
CRIMINAL	4	2	-2	4	2	-2
DWI	0	0	0	0	0	0
MISCELLANEOUS	0	0	0	0	0	0
TRAFFIC	0	0	0	0	0	0
Totals:	4	2	-2	10	2	-8

Financial						
Cash Bond	0.00	0.00	0.00	0.00	0.00	0.00
CORRECTION FEE	680.00	900.00	220.00	773.79	900.00	126.21
COURT AUTOMATION FEE/STATE	204.00	270.00	66.00	232.14	270.00	37.86
FINE	5735.00	6856.00	1121.00	3774.00	6856.00	3082.00
JUDICIAL EDUCATION FEE	102.00	135.00	33.00	116.07	135.00	18.93
Totals:	6721.00	8161.00	1440.00	4896.00	8161.00	3265.00