## THE PLANNING, ZONING AND HISTORICAL APPROPRIATENESS COMMISSION (PZHAC) WILL HOLD A REGULAR MEETING AT THE MESILLA TOWN HALL, 2231 AVENIDA DE MESILLA. MONDAY- APRIL 3, 2023, AT 6:00 PM

#### AGENDA

- 1. PLEDGE OF ALLEGIANCE
- 2. ROLL CALL AND DETERMINATION OF A QUORUM
- 3. CHANGES / APPROVAL OF AGENDA

### 5. PUBLIC INPUT

Town

The public is invited to address the commission regarding items listed on the agenda as allowed by the chair. You can also email your comments to clerktreasurer@mesillanm.gov at least twenty-four (24) hours prior to the meeting.

### 6. APPROVAL OF CONSENT AGENDA

\*Note: Items on the Consent Agenda, indicated by an asterisk (\*), will be voted on with one motion unless a commissioner requests that a specific item be removed for discussion.

a. PZHAC MINUTES: March 6, 2023, meeting minutes

## 7. NEW BUSINESS

a. <u>PZHAC Case #061553</u> – 1930 Calle de Pacana, submitted by Margarita Fraga, to request a building permit to install solar panels on her property. Zone: Historical Residential (HR)

#### **OLD BUSINESS**

- a <u>PZHAC Case #061470</u> 2691 Calle Principal submitted by Joseph W Foster, requesting approval to build an addition to his primary residence. ZONED: Historical Residential (HR)
- **PZHAC Case #061549** 2488 Calle de Guadalupe, submitted by Juan Albert, to request building permit to install commercial equipment in his business. ZONED: Historical Commercial (HC)
- c. PZHAC Case #061535 2590 Calle de Color, submitted by Daniel Bustamantes to build a 15 x 30 feet pool on property. Zone: Historical Residential (HR)

## 7. COMMISSIONERS / STAFF COMMENTS

## 8. 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 48 hours prior to the meeting.

Posted on 3/30/2023 at the following locations: Town Hall - 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; Ristramnn - 2531 Avenida de Mesilla, and the U.S. Post Office - 2253 Calle de Parian.

# **BOARD ACTION FORM**

## AGENDA DATE

PZHAC: April 3, 2023

## BOT:

**ITEM:** <u>**PZHAC CASE #061553**</u> – 1930 Calle de Pacana, submitted by to request a building permit to install solar panels on her property. Zone: **Historical Commercial (HC)** 

**BACKGROUND AND ANALYSIS:** Applicant is looking for approval to install solar panels on the roof not visible from the street.

## **IMPACT:**

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

Specific findings of fact:

• N/A

## **ALTERNATIVES:**

The Planning, Zoning and Historical Appropriateness Commission (PZHAC) may:

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

## **DEPARTMENT COMMENTS:**

- Staff reviewed all documents and everything is in order.
- Panels are no taller than 13" will not be visible from the street

## SUPPORTING INFORMATION:

- Application
- Residential Building Agreement (contract)
- Photo IDs
- Dona Ana County Assessor's Ownership Record
- Solar Panel Specs
- Engineering Certification
- Street/aerial view of residence

#### DocuSign Envelope ID: 5E142DCE-C72F-4CFB-BEE5-384664E59A77



O. 2022237



Organ Mountain Solar & Electric 400 S Compress Rd, Suite D, Las Cruces, NM 88005 (575) 288-1792 License #: 394801

## RESIDENTIAL BUILDING IMPROVEMENT AGREEMENT (Solution D)

Contract Date: Nov 2, 2022

**PARTIES** This Residential Building Improvement Agreement ("Contract") is by and between the parties listed below. Contractor and Customer are occasionally referred to herein individually as a "*Party*" and collectively as the "*Parties*."

CUSTOMER (Owner on Title/Deed):	<b>CONTRACTOR (Seller):</b>	SALES CONSULTANT:
	Organ Mountain Solar & Electric	Troy Guglielmina
	400 S Compress Rd Suite D	(575) 644-4051
	Las Cruces, NM 88005	troy@omsande.com
	(575) 288-1792	
	pmlc@omsande.com	
20 II.	License: 394801	

**EFFECTIVE DATE. Contract** is effective as of the latest date referenced on the signature lines below ("*Effective Date*"). This contract may be cancelled by the Customer for any reason and free of charge up to three business days from the Effective Date.

**WORK SITE.** The following is a legal description of the location (the"*Premises*") where the work by Contractor to be performed as described herein will occur:

#### 1930 Calle Pacana, Mesilla, NM 88046

#### ATTACHMENTS:

- 1. ATTACHMENT A: WARRANTY
- 2. ATTACHMENT B: DISTRIBUTED GENERATION DISCLOSURE STATEMENT
- 3. UTILITY INTERCONNECTION APPLICATION & DATA USAGE AUTHORIZATION



The parties to this Contract agree as follows:

**1.** Scope of Work. Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed:

1. Residential Roof Mount PV System

Contractor will provide materials and labor to supply and interconnect a roof mounted, grid-tied solar electric

(PV) system at your premises. The "*Solar PV System*" has a rated capacity of **11.480 DC kW (STC)** and includes the following major items:

- PV Modules: (28) Panasonic EVPV410H
   410 W, 120 half-cut cell monocrystalline HJT module, white backsheet, black frame, 1000V max system Vdc
- Microinverters grid-tie: (28) Enphase Energy IQ8A-72-2-US [240V]

The Contractor shall furnish all the necessary design documents, permitting and utility interconnection agreements, and all materials, equipment, and labor to complete the defined scope of work. Commissioning & testing of the equipment will occur after the installation to ensure proper system functionality.

**2. Time of Completion.** The work to be performed under this contract is dependent on a variety of variables, including, but not limited to, completion of design site survey, customer design approval, financing, jurisdiction and utility permitting approval, project-related activities outside the above defined scope of work for by Contractor (e.g. roof work, additional electrical work, etc.)

**3. Price and Payment Schedule.** The Customer shall pay the Contractor for the work to be performed under this agreement in accordance with the following:

#### CONTRACT PRICE: \$41,693.18

Payment Method: unsecured loan Down Payment: \$0.00 Amount Financed: \$41693.18 Finance Program: Nusenda 15 Yr 4.69%

Customer will complete a separate loan agreement with the finance company. Finance company will pay Organ Mountain Solar & Electric for the Scope of Work and Customer will make payments to finance company per Customer's separate agreement with them. If Customer is unable to succesfully complete the loan agreement with finance company within a reasonable time, contractor may cancel this agreement with Customer.

Estimated Monthly Payments \$323.00/mo for first 18 months | \$188.00/mo for 162 months (assumes Tax Credit Payment is made by end of promotional term)

Monthly payment is estimated, and depends on third party financing approval. Organ Mountain Solar & Electric is not a finance company, and merely conveys financing programs to the best of our knowledge. Organ Mountain Solar & Electric does not make any claims, guarantees, or profits regarding any financing. Rates, fees, payments, and programs are administered by a third party. All program details must be confirmed by Customer directly with any finance company Customer selects.

SCHEDULE OF PROGRESS PAYMENTS. Total Price will be paid according to the schedule defined below:

#	Event	Description	Portion	Amount
1 N	usenda funding	Funding requested 15 - 30 days prior to installation	Balance	\$41,693.18
Contr	act Cost		MRF DRF	\$41,693.18

Engineering payment (if any) is due at time of contract signing. Payment to Contractor may be made by cash, check or wire transfer. Credit / Debit cards can be accepted with prior approval. Please note that there will be a non-refundable 3% service fee added to each credit / debit card transaction.

#### NOTES:

- The pricing in this Contract is valid for a period of 10 days after the date that the Contractor first presents it to the Customer for review and execution. If you do not sign and return this Contract to Contractor within this 10-day period, the Contractor reserves the right to revise this Contract to better reflect current pricing at that time.
- The Contract Price is inclusive of any and all taxes and/or standard fees due as a result of the Work, which shall
  in all cases be the sole responsibility of the Contractor to pay to the appropriate project-related third-party
  entities.

**4. Final Invoice.** The Customer shall pay the remainder of the Contract Price within 15 business days after receiving the final system activation invoice (system activation invoice is defined by the payment schedule in section 3).

#### 5. Customer's Warranties & Responsibilities.

**a.** Customer warrants and represents that he/she is not only the owner of the location where the System will be installed, including on-site work performed, but also assumes responsibility, and is thus responsible for any future potential conflicts of property lines, restrictive covenants, and rights of easement owner(s).

**b.** The Customer will provide the Contractor with any and all required surveys, legal descriptions, etc. that may be necessary for designing and permitting the Work.

6. General Provisions and Change Orders. Any alterations or deviation to the above specifications, including, but not limited to, any such alteration or deviation involving changes in materials and/or labor costs, will be executed only upon a written order for same, signed by the Customer and the Contractor. If there is any change in price for such alteration or deviation, initiated by either the Customer or Contractor, a change order will be issued, for which the change in price must be mutually agreed upon in writing, signed by both parties, and added to, or subtracted from, the contract price of this contract.

7. Work Quality. All work shall be completed in compliance with all building and electrical codes, all other applicable laws, and all applicable utility requirements, including appropriate utility interconnection obligations.

8. Project Approval. The Contractor shall furnish to the Customer the following documents for approval, which will require a dated signature by the Customer prior to procurement of materials.

a. Site Map 1 Top-down overview of the project site illustrating proposed module layout and equipment placement.

**b.** Site Map 2 Overview of the Balance of System (BOS) equipment illustrating layout and placement. (BOS is defined in this context to mean the solar meter, combiner enclosure, and required electrical switch gear.)

**9.** Licensing. To the extent required by the law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

**10.** Subcontractors. Contractor may at its discretion engage subcontractors to perform work herein, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.

**11. Insurance.** Contractor warrants that it has and will maintain insurance coverage adequate for the work being performed, including general liability insurance and Workers Compensation insurance as required by law.

12. Permits. Contractor shall obtain all permits necessary for the work to be performed.

**13. Site Maintenance.** Contractor agrees to remove all debris and leave premises in the same condition as when work commenced.

**14.** Warranty. Contractor warrants all work and workmanship for a period of (120) one-hundred and twenty months following completion.

**15. Data Monitoring.** Real-time monitoring requires access to the Customer's internet connection, which must be provided by the Customer.

**a.** Failure of data monitoring system due to a failure of communications equipment may result in a service call fee upon Customer request.

**16.** Conflict of Interest. Contractor represents that it has no conflicts of interest that may interfere with its performance under this Contract. Contractor further represents that it will immediately inform the Customer of any conflicts which arise or may arise during the term of this Contract by written notice to the Customer. The Customer and Contractor shall immediately address any such conflicts or potential conflicts as they may arise. If Contractor presently has any obligations or affiliations from which such a conflict might in the future arise, Contractor will provide written notice to this effect to the Customer on or before execution of this contract.

**17. Termination of Contract.** Termination by Customer: **The Customer shall retain their right to fully cancel this contract for any reason and at any time prior to midnight of the third business day from the date of the Customer's signature upon this agreement**. This Contract may be terminated by either party due to conditions or occurrences that increase the cost of the Work by more than 5%. In the instance of any Customer initiated cancellation, the Customer hereby agrees to pay the Contractor for all Work preformed up to the point of cancellation as well as the amount equal to all non-refundable deposits and payments made by the Contractor prior to the date of Customer initiated termination, including incurred travel expenses and materials provided. Additionally, the Customer agrees to pay the Contractor an amount equal to Contractor's substantiated, reasonable direct costs necessarily incurred by the Contractor (a) in procuring materials and equipment, (b) in preparation for the parts of the Work not yet performed and (c) in demobilizing and stopping work hereunder, provided that the total sum payable to Contractor upon termination shall not exceed the unpaid balance of the Contract Price. Contractor shall be entitled to its overhead & profit in the proportion that its costs to be reimbursed bear to the Contract Sum. Contractor shall not be entitled to any other costs or damages whatsoever arising out of Contractor's performance of the Work.

**18. Billable Work.** Billable work begins on the fourth business day from the date of the Customer's signature upon this agreement. Any Customer initiated cancellation thereafter will result in the Customer being billed for all time and material costs accrued on and after that date. The billable amount will be deducted from any refund due.

**19. Indemnification and Limitation of Liability.** Each Party will indemnify and defend the other Party and its directors, officers, employees, agents, representatives, and affiliates and hold them harmless from and against any and all losses, liabilities, damages, claims, suits, actions, judgments, assessments, costs and expenses, including without limitation, interest, penalties, attorney fees, any and all expenses incurred in investigating, preparing, or defending against any

litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, imposed on, or incurred or suffered by any of them, directly or indirectly, as a result of or arising from any negligent or wrongful acts or omissions of the other Party, from any breach of this Agreement by the other Party, or from any finding, judgment or other determination or settlement whereby the Customer is deemed or considered to be the employer of Contractor or of Contractor's personnel.

**20.** Arbitration. Any disputes which may arise under this Agreement and which cannot be resolved by the Parties through good faith negotiation will be submitted to arbitration. In the event of a dispute that cannot be resolved among the parties, either party may: for disputes valued at or below \$25,000, submit the dispute to binding mediation; or for disputes valued above \$25,000, submit the dispute to binding arbitration. During the pendency of the dispute resolution, all Work shall cease unless the parties agree otherwise.

**21. Legal Fees.** In the event legal action is instituted by either party hereto, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred in prosecuting or defending such action.

**22.** Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, the Contractor will not be deemed liable or deemed to be in default for any delay or failure in performance under this Agreement deemed to result, directly or indirectly, from any third-part related project delays, third-party policy or procedural changes, existing Customer owned code related infractions, existing Customer owned infrastructure deficiencies, acts of God, acts of civil or military authority, acts of public enemy, war, or any like cause beyond its reasonable control unless such delay or failure in performance is expressly addressed elsewhere in this Agreement.

**23.** Governing Law and Venue. This Agreement will be interpreted and enforced according to the laws of the state of New Mexico. Any proceeding to compel arbitration or to enforce an arbitration award is to be brought against any of the Parties in Dona Ana County Circuit Court of the State of New Mexico and each of the Parties consents to the jurisdiction of such court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to such venue.

#### 24. Financials.

**a.** The Contractor highly recommends working with a tax professional to determine how the federal tax credit applies to the Customer's specific tax situation. Some income and tax situations are ineligible for the currently available tax credits.

**b.** The Customer and their financial advisor are solely responsible for determining your actual ROI. Utility rates, utility REC rates (if offered by utility), and tax credits may change, which are outside of our control and liability.

c. The federal tax credit is currently at the 30% level and is scheduled to change to 26% in 2033.

**25. Entire Agreement** This agreement, with exhibits, is the entire agreement between the Parties and supersedes any and all previous agreements that existed or may have existed between the Parties. No term sheet, feasibility report, spreadsheet, pamphlet, or any other document is an agreement between the Parties or a part of this agreement. This agreement may be modified only in writing signed by both Parties.

Signatures: The individuals signing below hereby represent that they are authorized to enter into this Agreement on behalf of the Party for whom they sign.

	Cu	stomer(s)	
Signature	error DocuSion of for	Signature	
Printed		Printed	
Date	11/9/2022	Date	11/9/2022

	Contractor: Organ Mountain Solar & Electric, Lie
Signature	Troy Guglillmina
Printed	Troy Guglielmina
Date	11/9/2022

# c: 394801



Organ Mountain Solar & Electric 400 S Compress RdSuite D, Las Cruces, NM 88005 (575) 288-1792 394801

## ATTACHMENT A

Organ Mountain Solar & Electric, LLC 10 Year WORKMANSHIP LIMITED WARRANTY

1(a). LIMITED WARRANTY. Subject to the limitations and exclusions set forth in Section 1(e) below, Organ Mountain Solar & Electric, hereinafter referred to as the "Company" warrants to Client for a period of ten (10) years following the Substantial Completion Date (the "Warranty Period") that the System: (A) was installed (i) in compliance with all applicable codes and regulations in effect at the time of installation; (ii) in accordance with the reasonable industry practices at the time of installation and installed in accordance with the specifications of the Original Equipment Manufacturers ("OEM") specifications of the instruction manuals of the components of the System (each such manufacturer an OEM); and (iii) in a good and workmanlike manner; and (B) will be free from material defects in assembly and installation techniques that would result in the System failing to perform in accordance with the specifications.

1(b). TELEPHONE SUPPORT. Client will be entitled to reasonable telephone assistance from the Company.

**1(c). CLAIMS.** Client shall make all warranty claims in writing to the Company prior to the expiration of the Warranty Period. If the Client has a valid warranty claim, subject to the limitations and exclusions set forth in Section 1(e) below, the Company, at its sole discretion, will either: (A) repair, correct or otherwise cure, or subcontract or otherwise arrange for a third party to repair, correct or otherwise cure, the defect in assembly or installation; or (B) pay to Client the reasonable cost of repairing, correcting or curing the defect in assembly or installation; or (C) Pay Client prorated portion of the system that is not performing.

1(d). WARRANTY EXCLUSIONS. Notwithstanding anything to the contrary set forth herein, the Company specifically excludes from the limited warranty set forth in Section 1(a) above any defects caused by or resulting from any of the following: (A) If the System is installed on the ground, defects caused by soil movement or erosion; (B) defects for which compensation is provided by State or Federal statutes or mandate or is covered by other insurance; (C) Defects caused or made worse by: (i) materials, equipment or work supplied by any third party, including any OEM; (ii) misuse, abuse, negligence, accident, vandalism, theft, terrorism or unauthorized tampering with the System by any party other than the Company; (iii) negligence, improper maintenance or improper operation of the System by anyone other than the Company; or (iv) normal wear and tear or deterioration. (D) Loss or damage to the System that results from acts of God or acts of force majeure, including without limitation, fire, explosion, smoke, water escape, changes which are not reasonably foreseeable in the level of underground water table, wind, hail, lightning, falling trees, animals, vehicles, flood, earthquake and climate change. (E) Damage to structure of any building or any personal property located on the Site caused by snow runoff over the panels. (F) Damage to the System resulting from animals. (G) Damage to structure of any building or any personal property located on the Site caused by roof leaks. Client hereby acknowledges and agrees that installation of the System may involve penetration of the roof and the Company specifically disclaims any liability related thereto unless the same results directly and completely from the Company's defective installation of the System within 1 year of the penetration. (H) Failure of data monitoring system due to the failure of communications equipment connected to the client's internet. It is the client's responsibility to monitor their output and notify the Company in writing about output losses that might give rise to a warranty claim. Production estimates are estimates only and may vary due to weather, excessive snow or soiling, increased shading from foliage, etc. Initial (Year 1) production will be accurate to within 10% of the estimated production, except where weather, excessive shading or other natural phenomena outside of Company's control impacts the production.

# 1(e). THIS WARRANTY IS A LIMITED WARRANTY AND IS GIVEN IN LIEU OF AND INCLUDES ANY

AND ALL EXPRESS AND IMPLIED WARRANTIES THAT MAY APPLY TO THE INSTALLATION OF THE SYSTEM. THE COMPANY MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING ANY ASPECT OF INSTALLATION OR OTHERWISE COVERING THE SYSTEM OR ANY COMPONENT OR ELEMENT THEREOF, INCLUDING WITHOUT LIMITATION, THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE OR RESULTS TO BE DERIVED FROM THE USE OF THE SAME, AND THE COMPANY SPECIFICALLY DISCLAIMS ALL SUCH IMPLIED WARRANTIES.

**2 THIRD PARTY WARRANTIES.** (A) the Company hereby assigns to Client all warranties made by third parties, including any applicable OEM and/or subcontractor, with respect to all System Components, module mounting systems and subcontractor services, if any, (collectively, the "Third Party Warranties"). Client acknowledges that: (i) the Company will have no liability or responsibility for honoring any such Third Party Warranties; and (ii) Client will be solely responsible for knowing the terms and conditions of any such Third Party Warranties and enforcing the same. (B) Upon Client's reasonable request, the Company will use commercially reasonable efforts to assist Client in connection with enforcing all Third-Party Warranties. (C) In some cases, OEM warranty may not include labor or travel and the client would be responsible for those costs.



Organ Mountain Solar & Electric 400 S Compress Rd Suite D, Las Cruces, NM 88005 (575) 288-1792 License # 394801

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# ATTACHMENT B: Distributed Generation Disclosure Statement

I.	<b>Party Information</b>				
Nan Add Mes	ress: 1930 Calle Paca illa, NM 88046 ephone: (	na A Lu Tr E L O	eller, Installer and Main ame: Organ Mountain So ddress: 400 S Compress F as Cruces, NM 88005 elephone: (575) 288-1792 mail: pmlc@omsande.cor icense No: 394801 rgan Mountain Solar & E ectrical contractor.	lar & Electric Rd Suite D 2 m	
IJ	l. Purchase Price, Fi	nancing and Payments	1. 动动动 化十年 包括中心	n a sitt of and a	
_	l as follows:	ice of the Distributed Energy System Descripti		Portion	Amount
#	Event Nusenda funding	Funding requested 15 - 30 days pr		Balance	\$41,693.18
	ontract Cost	Funding requested 15 - 50 days pr	lor to instantation		\$41,693.18
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#### Distributed Generation Disclosure Statement

This Distributed Generation Disclosure Statement is supplied to the consumer pursuant to direction of the State of New Mexico Distributed Generation Disclosure Act (2017). It references certain provisions of the proposed or mutually executed "RESIDENTAL DESIGN AND INSTALLATION CONTRACT", between consumer and Organ Mountain Solar & Electric, Inc.

III. Fees					
111. Fees					
	Late Fees. Late payments will accrue 5% annual interest.				
В.	System Removal Fees. Should you desire to have your system removed from your roof, Organ				
	Mountain Solar & Electric will provide a quotation.				
С.	Uniform Commercial Code Notice Removal and Refiling Fees. NONE.				
D.	Maintenance Fees. Should your system require maintenance that is not covered under our				
	workmanship warranties or equipment warranties, service work will be charged at time and				
	materials rates effective at the time of service. Internet Connection Fees: None if Owner provided				
	internet available.				
E.	Automated Clearing House Fees. NONE.				
	(List one-time or recurring fees). NONE.				
Cons	Consult with your tax professional to determine the value to you of incentives and cost to you of any tax obligations.				
The distri	edits, Rebates and incentives and Renewable Energy Certificates. buted energy system is eligible for the tax benefits and incentives listed below. Values are estimates. h your tax professional.				
	Federal Investment Tax Credit is owned by the system purchaser (estimated): \$12,507.95 Solar arrays installed on commercial properties are eligible for MACRS Depreciation. This tax				

- incentive is owned by the system purchaser. The exact value of this incentive depends upon your tax rate.
- C. Renewable Energy Certificates (RECs). The system purchaser owns any proceeds from the sale of RECs, if any, from this solar system.

Distributed Generation Disclosure Statement

#### V. Tax Obligations - You are required to pay the the following tax obligations.

- A. Business Personal Property Taxes. \$0.00
- B. Gross Receipts Taxes. None.
- C. In the case of a commercial installation, the system purchaser is responsible to pay any change in assessed property taxes. Estimated cost is \$0.00

## VI. Transferability of Lease or PPA and the Selling or Refinancing your Home.

A. In the event of the transfer of the real property to which the distributed energy generation system is affixed, the Customer has the following options:

Once the system is purchased from the solar company, the solar company has no constraints on the transfer of ownership of the solar system. Any constraints associated with third-party financing are according to terms of that agreement between the solar system owner and the third-party financing company.

B. Transfer of Warranty: <u>All warranty rights are transferred to the owner. Manufacturers may have</u> conditions on ownership transfers.

#### VII. Design Assumptions.

- A. System Size: 11.480 DC kW (STC)
- B. Estimated first-year production: 21,805 kWh
- C. Maximum degradation rate: Refer to system module manufacturer's warranty for specific details
- D. Degradation over 25 Years: Refer to system module manufacturer's warranty for specific details

## VIII. Financial and Energy Savings Assumptions, Calculations and Comparative

- A. Residential Distributed Generation (1)
- B. Utility Rate Class: Residential Distributed Generation (1)
- C. Utility Rate Escalation: 4.0 % per year
- D. Payment for excess generation: \$0.01 per kWh

#### **IX. Rates Disclosure**

Actual utility rates may increase or decrease and actual savings may vary. For further information regarding rates, you may contact the local utility or the Public Regulation Commission. Tax and other state and federal incentives are subject to change.

#### Distributed Generation Disclosure Statement

#### X. Interconnection Disclosure

Interconnection requirements, including timelines, are established by rules of the Public Regulation Commission and may be obtained from either the Public Regulation Commission or the local utility.

#### XI. Permits and Inspections

Within thirty days of completion of installation or modification, the seller or marketer shall provide the Customer with proof that:

1. all required permits for the installation or any modification of the system were obtained prior to installation; and

2. the system received was approved by an authorized inspector.

#### XII. Security Filings

Seller or Marketer WILL  $\square$  WILL NOT  $\boxtimes$  place a lien on your home. The contract referenced herein is not a lease or PPA.

Seller or Marketer WILL  $\square$  WILL NOT  $\boxtimes$  file a fixture filing or UCC-I Financing Statement with the County Clerk in your home's Real Property Records.

If the Seller or Marketer filed a fixture filing or UCC-I Financing Statement pursuant to the Uniform Commercial Code they must provide you a copy of the filed financing statement within thirty calendar days of the filing.

You have the right to cancel your solar contract for a period of <u>3</u> days after the agreement is signed.

Date: 11/9/2022 11/9/2022	This Document was prepared by:
Development by:	Salesperson Name: Troy Guglielmina Company: Organ Mountain Solar & Electric Address: 400 S Compress Rd Suite D, Las Cruces, NM, 88005
(Customer)	Telephone: (575) 644-4051
	Email: troy@omsande.com
Printed Name: Margarita Rodriguez & David Fraga Address: 1930 Calle Pacana, Mesilla, NM, 88046 Telephone: (575) 640-3101 Email: margarod@nmsu.edu	Tray Gudiulmina scoreadosi codos



## ATTACHMENT C: UTILITY INTERCONNECTION APPLICATION & DATA USAGE AUTHORIZATION

I/We authorize Organ Mountain Solar & Electric to submit the online interconnection application for my/our customerowned generating facility on my/our behalf.

I/We authorize Organ Mountain Solar & Electric to work with my utility company to collect usage and rate plan information for my property in order to pursue a solar electric proposal.

## **CUSTOMER SIGNATURE(S)**

Signed:	BC4ED90A3A894E8	Signed:	David K. Fraga
Name:		Name:	David R. Fraga
Date:	11/9/2022	Date:	11/9/2022
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	Location	ō	Owner Information Assessm
CANA		Owner Name Owner Address M 88047 MESILLA PARK, NM 88047	Actual (2022) Primary Taxable Tax Area: 2DIN R
308 ER GROVE SUI	BDIVISION (BK 22 P(		Type Actual A Residential \$50,000
311 - MESILLA	SILLA		Residential \$241,806 Improvement
		Iransfers	And a start of the
1 Book	Sale Date	Grantor	Grantee
2 2 -	12/13/2016	LILLEY, MARC A ETUX LILLEY, LISA M ETVIR LOGOS DEVELOPMENT KATFRINA INC	LILLEY, FRANK A ETUX LILLEY, JOLENE L ETVIR LILLEY, MARC A ETUX LILLEY, LISA M ETVIR LOGOS DEVELOPMENT
	03/05/2007 PIRTLE 03/29/1996 BOX.TI	03/05/2007 <u>TRUST ETAL</u> <u>TRUST ETAL</u> 03/29/1996 <u>BOX.THADIS W-TRSTE-ETAL BOX.VIRGINIA-TRSTE-ETAL BOX FAMILY TRUST</u> FTAL	
	01/16/1996	BOX, THADIS W ETUX	BOX FAMILY TRUST ETAL BOX THADIS W-TRSTE-ETAL BOX VIRGINIA-TRSTE ETAL
	12/30/1993 01/03/1991	NM STATE HWY & TRANS BOLDT ALVAREZ TRUST	BOX THADIS ETUX BOX THADIS W ETUX
	01/03/1991 08/11/1989 10/10/1095	BOLDT ALVAREZ TRUST ALVAREZ BENJAMIN B ALVADEZ CDLIZ	BOX.THAUIS WELLUX BOLDT/ALVAREZ TRUST ALVAREZ BENJAMIN B
	05/16/1984	ALVAREZ FANNIE B	ALVAREZ.CRUZ R
			Images
Tax Year	Year	Taxes Photo Sketch GIS	
	2021	52,408.20 22,408.20	

Permit Cover Letter

2/3/2023

JURISDICTION:

#### CID

Alex Cardone

11.48 kW DC

Tilt Up - Roof Array 492 Sq. Ft.

See One Line Diagram

240 VAC

Ballasted

40.6 A

PROJECT NAME: NUMBER OF STORIES: ORGAN MOUNTAIN CONTACT PERSON:

#### PHOTOVOLTAIC SYSTEM DESCRIPTION:

DC RATING IN kW: INVERTER OUTPUT VOLTAGE: INVERTER OUTPUT CURRENT:

ARRAY MOUNTING LOCATION: TOTAL ARRAY SURFACE AREA: ARRAY STRING CONFIGURATION: ARRAY INSTALL TYPE:

DESIGN WIND SPEED: DESIGN WIND EXPOSURE CATEGORY:

#### ELECTRICAL SERVICE DESCRIPTION: SERVICE VOLTAGE:

SERVICE AMPERAGE: SERVICE TYPE: 125 mph C

240 Vac 200 A Underground

#### DOCUMENT LIST:

DESCRIPTION:	DOCUMENT NUMBER:	COMMENTS:
DESCRIPTION.	NOWIDER.	COMMENTS.
Site Map 1	PV-1.0	
Site Map 2	PV-1.2	
Circuit Diagram	PV-1.3	
One-Line Diagram Array Loading Calculations	PV-3.0	
Array Loading Calculations	-	
Engineering Approval Letter/s	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	

System Component List Document Number PV-3.2

Tilt Up - Roof Array

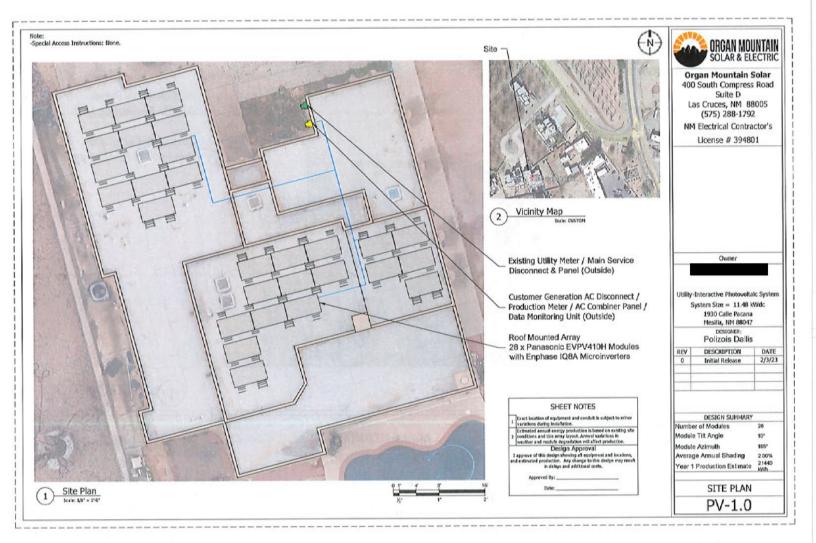
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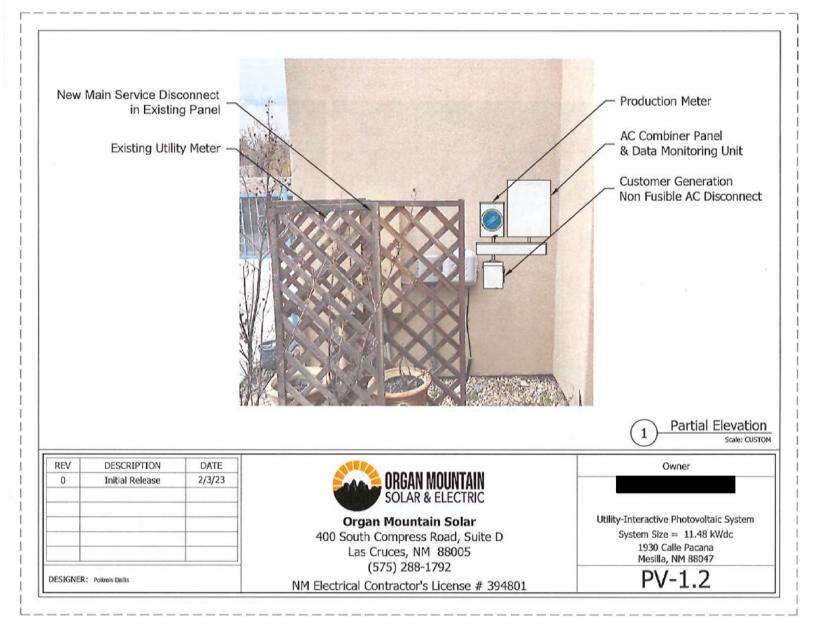
System Component	Make/Model	
Array -	28x Panasonic EverVolt EVPV410H	
Inverters	28x Enphase IQ8A-72-2-US	
DC Combiner Box -	N/A	
Inverter Combiner Panel -	Enphase IQ Combiner	
Customer Generation AC Disconnect -	SquareD DU222RB - 60A Rated	
Production Meter Base -	Milbank U5934-XL Meter Socket 100A Rated 1ph 4-Terminal	
Racking System -	Flatroof - Unirac RM	

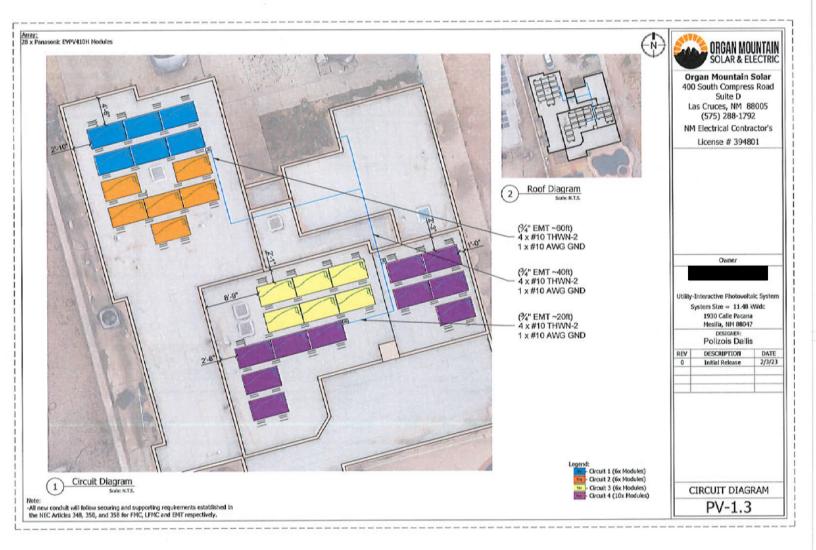
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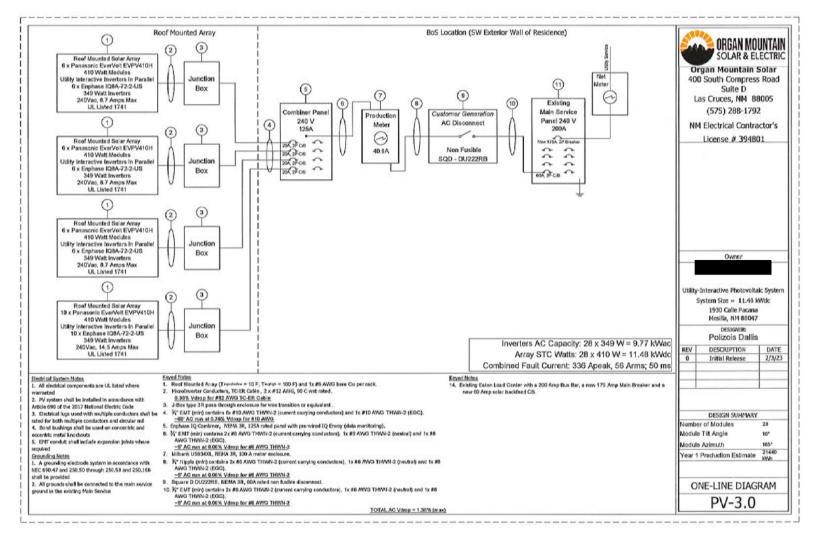
1











#### **U-BUILDER PROJECT REPORT**



CREATED

U	NI	R/	AC

## project title ROOFMOUNT RM10 EVO

PROJECT ID 8EA4C342

Feb. 3, 2023, 12:03 p.m.

NAME		Designed by pdallis@78
		RM10 EVO
ADDRESS	1930 Calle Pacana, Mesilla	Panasonic
CITY, STATE	Las Cruces, NM	28 - EVPV410H
MODULE	Panasonic EVPV410H	557.67 ft <sup>2</sup>
		11.48 KW

NOTE: Installation of the project is intended to happen within the year of project designed in UBuilder. If it's past one year please rerun the design or contact Unirac Engineering Services.

# **BILL OF MATERIALS**

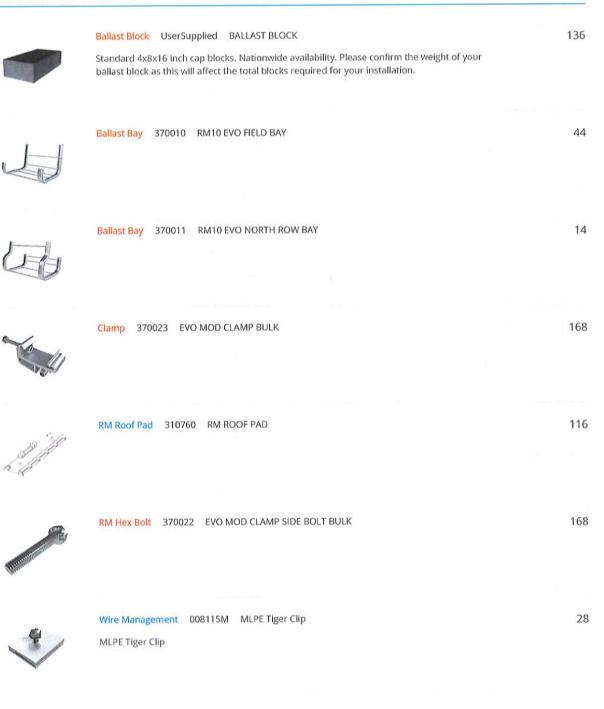
LEGEND: 📕 Base System Part 📕 Accessory

PART NUMBER	PART TYPE	DESCRIPTIC	)N	QUANTITY	SUGGESTED QUANTITY	UNIT PRICE (USD)	TOTAL LIST PRICE (USD)
User Supplied	Ballast Block	BALLAST BL	оск	136	136	0.00	0.00
370010	Ballast Bay	RM10 EVO F	IELD BAY	44	44	44.76	1969.44
370011	Ballast Bay	RM10 EVO N	IORTH ROW BAY	14	14	44.76	626.64
370023	Clamp	EVO MOD C	LAMP BULK	168	168	2.93	492.24
310760	RM Roof Pad	RM ROOF PA	AD	116	116	2.35	272.60
370022	RM Hex Bolt	EVO MOD C	LAMP SIDE BOLT BULK	168	168	1.31	220.08
008115M	Wire Management	MLPE Tiger	Clip	28	28	2.73	76.44
BASI	SYSTEM PRICE	\$3308.40	ACCESSORIES PRICI	\$34	9.04 тотя	L PRICE	\$3657.44
	\$0.2	88 PER WATT		\$0.030 PER \	WATT	\$0	.319 PER WATT

This design is to be evaluated to the product appropriate Unirac Code Compliant Installation Manual which references International

Building Code 2009, 2012, 2015, 2018 and ASCE 7-05, ASCE 7-10, ASCE 7-16 and California Building Code 2010, 2016. The installation of products related to this design is subject to requirements in the above mentioned installation manual.

# **DETAILED PARTS DESCRIPTION**



NOTE: Installation of the project is intended to happen within the year of project designed in UBuilder. If it's past one year please rerun the design or contact Unirac Engineering Services.

QTY

## ENGINEERING REPORT

## Plan review

AVERAGE PSF	7.21 psf
TOTAL NUMBER OF MODULES	28
TOTAL KW	11.48 KW
TOTAL MODULE AREA	~798 ft <sup>2</sup>
TOTAL WEIGHT ON ROOF	5754 lbs
RACKING WEIGHT	142 lbs
MODULE WEIGHT	1260 lbs
BALLAST WEIGHT	4352 lbs
MAX BAY LOAD (DEAD)	175 lbs
TOTAL BALLAST BLOCK COUNT	136

## Loads Used for Design

BUILDING CODE	ASCE 7-10
BASIC WIND SPEED	115.00 mph
GROUND SNOW LOAD	20.00 psf
SEISMIC (Ss)	0.287
ELEVATION	4055.00 ft
WIND EXPOSURE	С
MRI	25
RISK CATEGORY	11
VELOCITY PRESSURE, QZ	18.69 psf

## Inspection

3

3

PRODUCT	RM10 EVO
MODULE MANUFACTURER	Panasonic
MODEL	EVPV410H
MODULE WATTS	410 watts
MODULE LENGTH	71.70"
MODULE WIDTH	40.00"
MODULE THICKNESS	1.20"
MODULE WEIGHT	45.00 lbs
HALF BLOCK ALLOWED	No
ADD CENTRAL SUPPORT	No
BALLAST BLOCK (CMU) WEIGHT	32.0 lbs
MAX BLOCKS PER NORTH BAY	4
MAX BLOCKS PER NON NORTH BAY	3
BUILDING HEIGHT	15.00 ft
LONGEST BUILDING LENGTH	75.00 ft
ROOF TYPE	MINERAL_CAP
LONGEST BUILDING LENGTH	75.00 ft
SHORTEST BUILDING LENGTH	59.00 ft
PARAPET HEIGHT	36.00"
DEAD LOAD FACTOR	1.000
RISK CATEGORY	Ш

# Roof Area 1 - Array 1

AVERAGE PSF	6.12 psf	
TOTAL NUMBER OF MODULES:	12	
TOTAL KW:	4.92 KW	
TOTAL AREA:	343 ft <sup>2</sup>	
TOTAL WEIGHT ON ROOF:	2098 lbs	
RACKING WEIGHT:	54 lbs	
MODULE WEIGHT:	540 lbs	
MODIFIED DEAD LOAD FACTOR	1.0	
BALLAST WEIGHT:	1504 lbs	
MID SUPPORT KIT WEIGHT:	0 lbs	

MINIMUM SEISMIC SEPARATION (UNATTACHED ARRAYS) \*

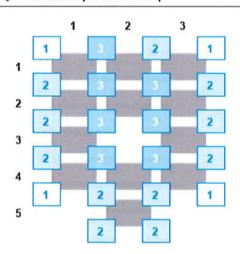
ARRAY TO ARRAY:	3.0"
TO FIXED OBJECT ON ROOF:	6,0"
TO ROOF EDGE WITH QUALIFYING PARAPET:	6.0"
TO ROOF EDGE WITHOUT QUALIFYING PARAPET:	9.0"
MAX ARRAY (SEISMIC) (FOR UNATTACHED ARRAYS) *	
MAX NUMBER OF NORTH-SOUTH ROWS:	20
MAX NUMBER OF EAST-WEST COLUMNS:	33

\*In jurisdictions that follow SEAOC PV-1 methodology.

#### BOM

PART	QTY
RM10 EVO FIELD BAY	18
RM10 EVO NORTH ROW BAY	4
EVO MOD CLAMP SIDE BOLT BULK	66
EVO MOD CLAMP BULK	66
BALLAST BLOCK	47

Roof Area 1 - Array 1 - Modified Uplift Ballast Map



1

#### LEGEND



Standard corner bay with CMU block count

Supplemental bay with CMU block count

#### NOTE

Blocks above with values greater than 4 require extra ballast bays, except north-most bays which require extra bays for values greater than 6. The proper number of bays are provided in the Bill of Materials. The installer must install these extra bays as near to the indicated location as possible.

Install roof pads to every bay.

Module

## Roof Area 1 - Array 2

AV	ER.	AG	ΕP	SF
----	-----	----	----	----

6.41 psf

11
4.51 KW
310 ft <sup>2</sup>
1986 lbs
51 lbs
495 lbs
1.0
1440 lbs
0 lbs

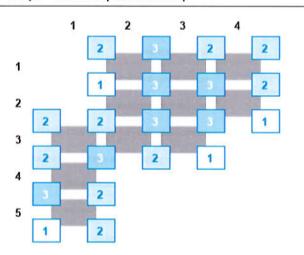
MINIMUM SEISMIC SEPARATION (UNATTACHED ARRAYS) \*

ARRAY TO ARRAY:	3.0"
TO FIXED OBJECT ON ROOF:	6.0"
TO ROOF EDGE WITH QUALIFYING PARAPET:	6.0"
TO ROOF EDGE WITHOUT QUALIFYING PARAPET:	9.0"
MAX ARRAY (SEISMIC) (FOR UNATTACHED ARRAYS) *	
MAX NUMBER OF NORTH-SOUTH ROWS:	20
MAX NUMBER OF EAST-WEST COLUMNS:	32
*In jurisdictions that follow SEAOC PV-1 methodo	logy.

BOM

PART	QTY
RM10 EVO FIELD BAY	16
RM10 EVO NORTH ROW BAY	5
EVO MOD CLAMP SIDE BOLT BULK	61
EVO MOD CLAMP BULK	61
BALLAST BLOCK	45

## Roof Area 1 - Array 2 - Modified Uplift Ballast Map



#### LEGEND



Standard corner bay with CMU block count

4

Supplemental bay with CMU block count

#### NOTE

Blocks above with values greater than 4 require extra ballast bays, except north-most bays which require extra bays for values greater than 6. The proper number of bays are provided in the Bill of Materials. The installer must install these extra bays as near to the indicated location as possible.

Install roof pads to every bay.

Module

## Roof Area 1 - Array 3

AVERAGE PSF

11.51 psf

TOTAL NUMBER OF MODULES:	5
TOTAL KW:	2.05 KW
TOTAL AREA:	145 ft <sup>2</sup>
TOTAL WEIGHT ON ROOF:	1670 lbs
RACKING WEIGHT:	37 lbs
MODULE WEIGHT:	225 lbs
MODIFIED DEAD LOAD FACTOR	0.6
BALLAST WEIGHT:	1408 lbs
MID SUPPORT KIT WEIGHT:	0 lbs

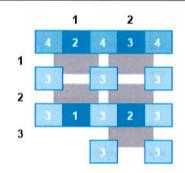
MINIMUM SEISMIC SEPARATION (UNATTACHED ARRAYS) \*

ARRAY TO ARRAY:	3.0"
TO FIXED OBJECT ON ROOF:	6.0"
TO ROOF EDGE WITH QUALIFYING PARAPET:	6.0"
TO ROOF EDGE WITHOUT QUALIFYING PARAPET:	9.0"
MAX ARRAY (SEISMIC) (FOR UNATTACHED ARRAYS) *	
MAX NUMBER OF NORTH-SOUTH ROWS:	16
MAX NUMBER OF EAST-WEST COLUMNS:	27
*In jurisdictions that follow SEAOC PV-1 methodo	logy.

BOM

PART	QTY
RM10 EVO FIELD BAY	10
RM10 EVO NORTH ROW BAY	5
EVO MOD CLAMP SIDE BOLT BULK	41
EVO MOD CLAMP BULK	41
BALLAST BLOCK	44

# Roof Area 1 - Array 3 - Modified Uplift Ballast Map



#### LEGEND

# TAN.

Standard corner bay with CMU block count



Supplemental bay with CMU block count

#### NOTE

Blocks above with values greater than 4 require extra ballast bays, except north-most bays which require extra bays for values greater than 6. The proper number of bays are provided in the Bill of Materials. The installer must install these extra bays as near to the indicated location as possible.

Install roof pads to every bay.

# **ROOF PAD DETAILS**

Minimum ratios by main roof types for application where friction coefficients must be met:

EPDM	1:1	Pads on each primary bay
τρο	1:4	Pads on 1 of every 4 primray bays
PVC	1:4	Pads on 1 of every 4 primary bays
Mineral cap	N/A	No pads required

#### NOTE

- 1. It is always an option to apply roof pads to all bays in an array even when not required
- 2. Roof pads are always applied 2 per bay (one on each ski to avoid unbalancing chasis).
- 3. When installing minimum roof pads for friction (at 1:4 ratio), apply 2 roof pads to every 4<sup>th</sup> primray bay staggering the offset between the rows:
  - 1. Alternativey, install 2 roof pads to every other bay in a row of bays, then skip a row, and do it again
  - 2. Skip any bays that have mechanical roof attachments(i.e., Anchor products, FlashLoc RM or OMG attachments).

# WIND DESIGN DETAIL

Terrain Category	С	
Basic Wind Speed	115.00 mph	
Elevation	4055.00 ft	
Exposure	С	Section 26.7 (ASCE 7-10)
Risk Category	11	Table 1.5-1 (ASCE 7-10)
Mean Roof Height	15.00 ft	
Numerical coefficient	0.002265	Section 26.10.1 (ASCE 7-10)
Topographic Factor, K <sub>zt</sub>	1.00	Section 26.8.2 (ASCE 7-10)
Wind Directionality Factor, K <sub>d</sub>	0.85	Section 26.6-1 (ASCE 7-10)
Ground Elevation Factor, K <sub>e</sub>	1.00	
Velocity Pressure Exposure Coefficient, $K_{z}$	0.85	Section 30.3-1 (ASCE 7-10)
Design Life Factor <sup>2</sup> , fc <sup>2</sup>	0.8649	Equation 26.5-2 (ASCE 7-10)
Velocity Pressure at Height, $q_z$	21.61 psf	Section 30.3.1 (ASCE 7-10)
Design Life Velocity Pressure, $q_z x f_c^2$	18.69 psf	Equation C26.5-4 (ASCE 7-10)

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# SEISMIC DESIGN PER SEAOC PV1-2012 (UNATTACHED SYSTEM)

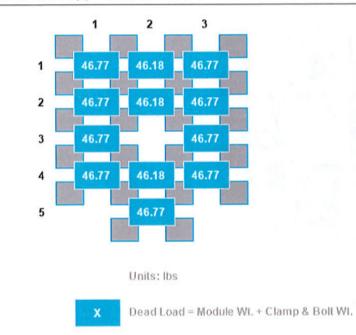
Site Classification	D	
Ss	0.287 g	Section 11.4.1 (ASCE 7-10)
Risk Category	П	
Site Coefficient, F <sub>a</sub>	1.5704	Table 11.4-1 (ASCE 7-10)
S <sub>MS</sub>	0.451 g	Section 11.4.3 (ASCE 7-10)
S <sub>DS</sub>	0.300 g	Section 11.4.4 (ASCE 7-10)
Module Weight	45.00 lbs	
Racking and Ballast Weight to One Module	130.45 lbs	
Capacity of Connections to One Module (N/S)	227.00 lbs	
Capacity of Connections to One Module (E/W)	377.00 lbs	
W1 (Module, Racking, and Ballast Weight to One Module)	175.45 lbs	
Maximum of 0.133 S <sub>DS</sub> W1 or 0.1 W1	17.54 lbs	
Maximum Number of Modules per Row (N-S)	16	
Maximum Number of Modules per Column (E-W)	27	
Building Importance Factor, I <sub>e</sub>	1.00	Table 1.5-2 (ASCE 7-10)
Importance Factor of Array, I <sub>p</sub>	1.00	Table 13.6-1 (ASCE 7-10)
Design for Seismic Separation $\delta_{mpv}$ =[(S_Ds-0.4)^2 x 60 in] or 6 in	6.00 in	SEAOC PV1-6
Setback Between Arrays (0.5 x l <sub>p</sub> x δ <sub>mpv</sub> )	3.00 in	SEAOC PV1-6
Setback Between Array and Objects (Ip x $\delta_{mpv}$ )	6.00 in	SEAOC PV1-6
Setback Between Array and Edge of Parapet (I $_{e}x\delta_{mpv}$ )	6.00 in	SEAOC PV1-6
Setback Between Array and Roof Edge without Parapet (1.5 x $I_{e}$ x $\delta_{mpv})$	9.00 in	SEAOC PV1-6

# SNOW DESIGN

Risk Category	11	Table 1.5-1 (ASCE 7-10)
Importance Factor, I <sub>S</sub>	1.00	Table 1.5-2 (ASCE 7-10)
Exposure Category	С	Section 26.7 (ASCE 7-10)
Exposure Factor, C <sub>e</sub>	1.00	Table 7.2 (ASCE 7-10)
Thermal Factor, C <sub>t</sub>	1.00	Section C7.8 (ASCE 7-10)
Ground Snow, pg	20.00 psf	
Tilt Angle	10°	
Flat Roof Snow Load, $p_f = 0.7 \times C_e \times C_t \times I_s \times p_g$	14.00 psf	Equation 7.3-1 (ASCE 7-10)
Flat Roof Snow Load, p <sub>f</sub> = 0.7 x C <sub>e</sub> x C <sub>t</sub> x I <sub>s</sub> x p <sub>g</sub> Minimum Snow Load, p <sub>m</sub>	14.00 psf	Equation 7.3-1 (ASCE 7-10)
	14.00 psf 20.00 psf	Equation 7.3-1 (ASCE 7-10) Section 7.3.4 (ASCE 7-10)
Minimum Snow Load, p <sub>m</sub>		
Minímum Snow Load, p <sub>m</sub> For p <sub>g</sub> ≤ 20 psf	20.00 psf	Section 7.3.4 (ASCE 7-10)
Minímum Snow Load, p <sub>m</sub> For p <sub>g</sub> ≤ 20 psf	20.00 psf	Section 7.3.4 (ASCE 7-10)

\*Section C7.8 states "collectors should be designed to sustain a load calculated by using the "unobstructed slippery surfaces" curve in Fig. 7-2a." This indicates that Ct  $\leq$  1.0. Per Figure 7-2a for a roof slope of 5° with the unobstructed slippery surfaces graph, Cs = 1.0.

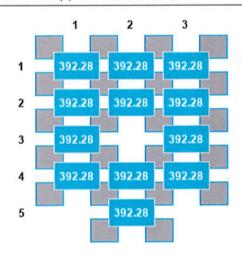
# DEAD LOAD PER MODULE(D) - Roof Area 1 - Array 1



#### LEGEND

Module

# SNOW LOAD PER MODULE(S) - Roof Area 1 - Array 1



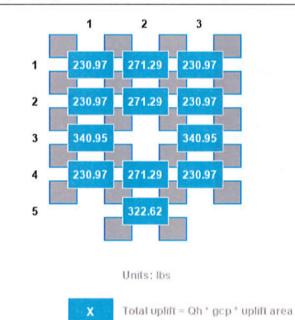
Units: Ibs

## LEGEND



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# WIND LOAD (UPWARD) PER MODULE - Roof Area 1 - Array 1

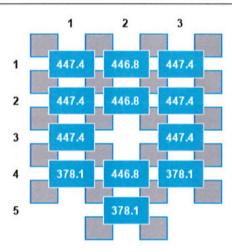


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## LEGEND

Module

# FINAL DOWNLOAD PER MODULE MAP - Roof Area 1 - Array 1



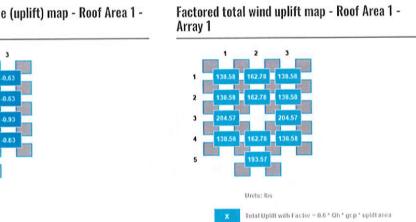
Units: Ibs

## LEGEND



## **UPLIFT CALCULATIONS**

Gcp factor per module (uplift) map - Roof Area 1 -Array 1



#### LEGEND

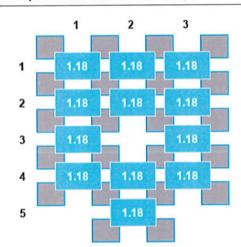
1 2

3 4 5

Module

## **DRAG CALCULATIONS**

# Drag Gcp factor per module - Roof Area 1 - Array 1

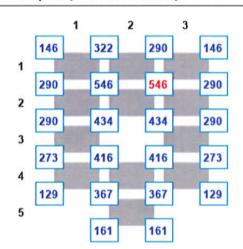


## LEGEND

# TOTAL DOWNLOAD CALCULATIONS

\*

# Total downpoint load per bay - Roof Area 1 - Array 1



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#### LEGEND

Module	2
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Bay - Downpoint load

Bay - Maximum downpoint load

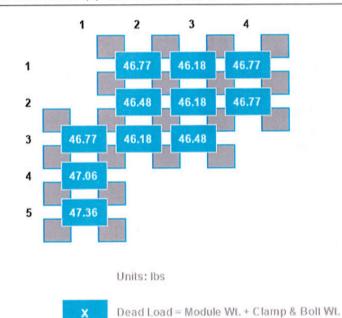
#### NOTE

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For exact values please check DXF file.

# DEAD LOAD PER MODULE(D) - Roof Area 1 - Array 2

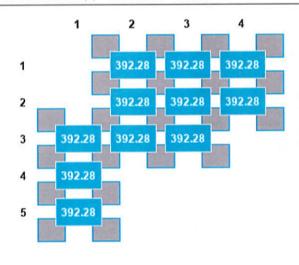


LEGEND

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Module

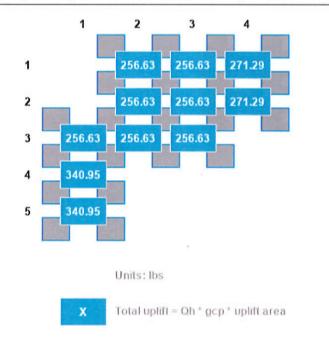
# SNOW LOAD PER MODULE(S) - Roof Area 1 - Array 2



Units: lbs

#### LEGEND

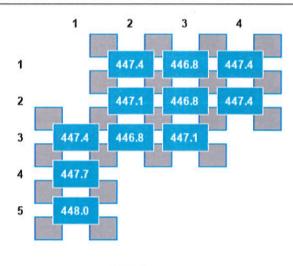
# WIND LOAD (UPWARD) PER MODULE - Roof Area 1 - Array 2



## LEGEND

Module

# FINAL DOWNLOAD PER MODULE MAP - Roof Area 1 - Array 2



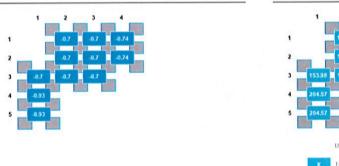


## LEGEND

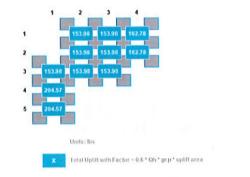
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# **UPLIFT CALCULATIONS**

Gcp factor per module (uplift) map - Roof Area 1 -Array 2



Factored total wind uplift map - Roof Area 1 -Array 2

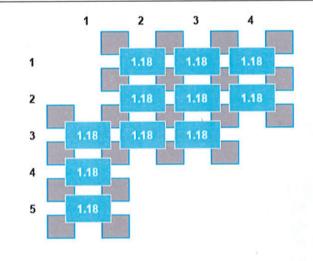


## LEGEND



# **DRAG CALCULATIONS**

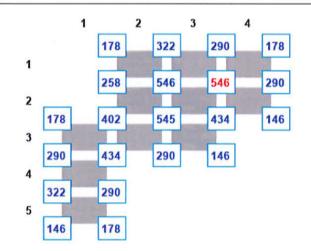
# Drag Gcp factor per module - Roof Area 1 - Array 2



LEGEND

## TOTAL DOWNLOAD CALCULATIONS

# Total downpoint load per bay - Roof Area 1 - Array 2



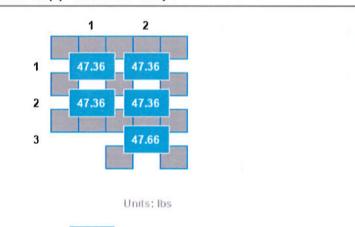
#### LEGEND

	Module
×	Bay - Downpoint load
×	Bay - Maximum downpoint load

#### NOTE

For exact values please check DXF file.

# DEAD LOAD PER MODULE(D) - Roof Area 1 - Array 3



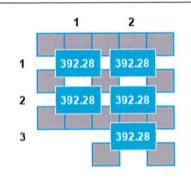


Dead Load = Module Wt. + Clamp & Bolt Wt.

## LEGEND



# SNOW LOAD PER MODULE(S) - Roof Area 1 - Array 3

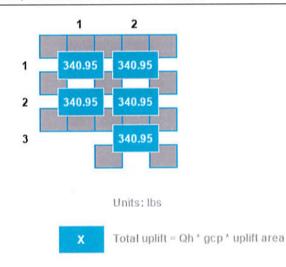


Units: Ibs

## LEGEND

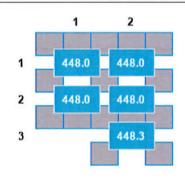


# WIND LOAD (UPWARD) PER MODULE - Roof Area 1 - Array 3



LEGEND

# FINAL DOWNLOAD PER MODULE MAP - Roof Area 1 - Array 3



#### Units: lbs

3

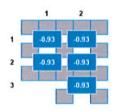
1

#### LEGEND

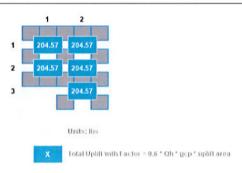


# **UPLIFT CALCULATIONS**

Gcp factor per module (uplift) map - Roof Area 1 -Array 3

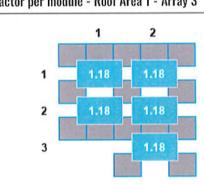


Factored total wind uplift map - Roof Area 1 - Array 3



L	E	G	E	Ν	D	

#### **DRAG CALCULATIONS**

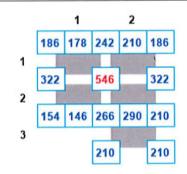


#### LEGEND



# TOTAL DOWNLOAD CALCULATIONS

Total downpoint load per bay - Roof Area 1 - Array 3



#### LEGEND

Module Bay - Downpoint load

Bay - Maximum downpoint load

## NOTE

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For exact values please check DXF file.

#### NOTE

- 1. Unirac testing was performed as per AISI S100-2007 standards
- Terrapin testing report roof mount ballast support coefficient of friction testing RM 2.0 family (July 13, 2016) (Static, Kinetic, Wet and Dry testing performed)

# Drag Gcp factor per module - Roof Area 1 - Array 3

### **RM10 EVO U-BUILDER PRODUCT ASSUMPTIONS**

#### RM10 EVO- Ballasted Flat Roof Systems

Limitations of Responsibility: It is the user's responsibility to ensure that inputs are correct for your specific project. Unirac is not the solar, electrical, or building engineer of record and is not responsible for the solar, electrical, or building design for this project.

#### **Building Assumptions**

- 1. Minimum allowed setback distance is 1 ft
- 2. Building Height  $\leq$  50 ft
- 3. Building Height > 50 ft; only where (longest length of building x building height) $^{0.5} \le 100$  ft
- Roof Slope ≥ 0° (0:12) and ≤ 3° (5/8:12) for Seismic Design Category C, D, E and F. For low seismic regions Seismic Design Category A and B (provided Array Importance factor = 1.0), Roof Slope ≥ 0° (0:12) and ≤ 7° (1 1/2:12).
- 5. Roofing Material Types: EDPM, PVC, TPO, or Mineral Cap
- 6. Surrounding Building Grade: Level
- 7. Building Height > 60 ft requires attachments

#### **Ballast Blocks**

The installer is responsible for procuring the ballast blocks (Concrete Masonry Units – CMU) and verifying the required minimum weight needed for this design. CMU should comply with ASM standard specification for concrete roof pavers designation (C1491 or C90 with an integral water repellent suitable for the climate it is placed. It is recommended that the blocks are inspected periodically for any signs of degradation. If degradation of the block is observed, the block should immediately be replaced.

The CMU ballast block should have nominal dimensions of 4"x8"x16". The actual block dimensions are 3/8" less than the nominal dimensions. Ballast blocks should have a weight as specified for the project in the "Inspection" section of this report.

#### **Design Parameters**

- 1. Risk Category I to III
- 2. Wind Design
  - a. Basic Wind Speed:110-150 mph (ASCE 7-10)/90-180 mph (ASCE 7-16)
  - b. Exposure: B, C or D (ASCE 7-10/ASCE 7-16)
  - c. 25 year or 50 year Design Life for ASCE 7-10 /50 year Design Life for ASCE 7-16
  - d. Elevation: Insertion of the project at grade elevation can result in a reduction of wind pressure. If your project is in a special case study region or in an area where wind studies have been performed, please verify with your jurisdiction to ensure that elevation effects have not already been factored into the wind speed. If elevation effects have been included in your wind speed, please select 0 ft as the project site elevation.
  - e. Wind Tunnel Testing: Wind tunnel testing coefficients have been utilized for design of the system.
- 3. Snow Design
  - a. Ground Snow Load: 0-100 psf (ASCE 7-10/ASCE 7-16)
  - b. Roof Snow Load: Calculation per Section 7.3 (ASCE 7-10/ASCE 7-16)
  - c. Unbalanced/Drifting/Sliding: Results are based on the uniform snow loading and do not consider unbalanced, drifting, and sliding conditions
- 4. Seismic Design
  - Report SEAOC PV1-2012/ASCE 7-16 SECTION 13.6.12 Structural Seismic Requirements and Commentary for Rooftop Solar Photovoltaic Arrays

#### Properties

- 1. Bay Weight: ~2.45 lbs
- 2. Module Gaps (E/W) = 0.25 in
- 3. Module Gaps (N/S) = 13.5 in

#### Testing

- 1. Coefficient of Friction
- 2. Wind Tunnel
- 3. UL 2703
- 4. Component Testing (Bay and Clamp)

#### Setbacks

For the wind tunnel recommendations in U-Builder to apply, the following setbacks should be observed/followed for U-Builder wind design:

- 1. Modules should be placed a minimum of 3 feet from the edge of the building in any direction.
- 2. If the array is located near an obstruction that is 3.5 feet wide and 3.5 feet high or larger, the nearest module of the array must be located a distance from the obstruction that is greater than or equal to the height of the obstruction. Exception: When using ASCE 7-16 Building Code and using the obstruction feature in the module editor to accurately model the size and location of obstruction.
- 3. Installations within the setbacks listed above require site specific engineering  $^2$
- 4. The setbacks above are for wind and seismic. Fire access isles, mechanical equipment etc., may require larger setbacks than listed above.

#### Site Specific Engineering

Conditions listed below are beyond the current capabilities of U-Builder. Site specific engineering is required.

- 1. Wind designs for a project design life exceeding 25 years 1/ASCE 7-16
- 2. Building assumptions and design parameters outside of U-Builder assumptions<sup>2</sup>
- 3. Attachments<sup>2</sup>
- 4. Risk Category III or IV projects (U-Builder can be adjusted for the correct wind, but not the seismic or snow design)<sup>2</sup>
- 5. Wind tunnel testing reduction factors are not permitted by the Authority Having Jurisdiction  ${\rm (AHJ)}^3$
- 6. Seismic designs that fall outside SEAOC PV1-2012/ASCE 7-16 SECTION 13.6.12 recommendations (>3% roof slope, or AHJ's that require shake table testing or non-linear site-specific response history analysis)<sup>3</sup>
- 7. Signed and sealed site-specific calculations, layouts, and drawings<sup>3</sup>
- 8. Building that is not enclosed and categorized as open structures, carport or others

#### Notes:

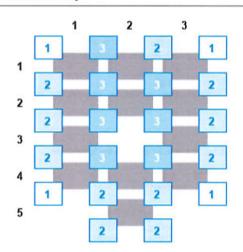
- <sup>1</sup>Please contact info@unirac.com.
- <sup>2</sup> Please contact EngineeringServices@unirac.com for more information.

NOTE: Installation of the project is intended to happen within the year of project designed in UBuilder. If it's past one year please rerun the design or contact Unirac Engineering Services.

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# INSTALLATION AND DESIGN PLAN

# Roof Area 1 / Roof Area 1 - Array 1



#### NOTE

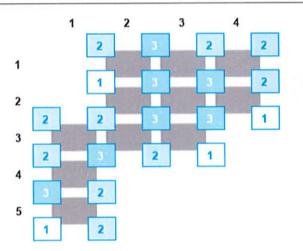
Install roof pads to every bay.

# Layout Dimensions

NS DIMENSION	~ 24.00 ft			
EW DIMENSION	~ 17.93 ft			
ROW	MODULES	BAYS	BALLAST BLOCKS (CMU)	BALLAST WEIGHT (LBS)
1	3	4	7	224
2	3	4	10	320
3	2	4	10	320
4	3	4	10	320
5	1	4	6	192

6	0	2	4	128

# Roof Area 1 / Roof Area 1 - Array 2



## NOTE

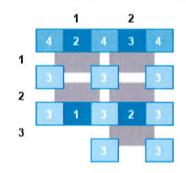
Install roof pads to every bay.

# Layout Dimensions

NS DIMENSION	~ 24.00 ft	
EW DIMENSION	~ 23.90 ft	

ROW	MODULES	BAYS	BALLAST BLOCKS (CMU)	BALLAST WEIGHT (LBS)
1	3	4	9	288
2	3	4	9	288
3	3	5	11	352
4	1	4	8	256
5	1	2	5	160
6	0	2	3	96

# Roof Area 1 / Roof Area 1 - Array 3



.

1

# NOTE

Install roof pads to every bay.

# Layout Dimensions

NS DIMENSION	~ 15.18 ft ~ 11.95 ft			
ROW	MODULES	BAYS	BALLAST BLOCKS (CMU)	BALLAST WEIGHT (LBS)
1	2	5	17	544
2	2	3	9	288
3	1	5	12	384
4	0	2	6	192

# **RM**RUOF



**THE POWER OF SIMPLICITY** 

**ROOF MOUNT** introduces the Power of Simplicity to the ballasted flat roof solar industry. The system consists of only two major components, minimizing preparation work and installation time. Seamlessly design around roof obstacles, support most framed modules and bond the system with just the turn of a wrench.

# **PROJECT CHARACTERISTICS**

Allowable Roof Slope: Unevenness: Max Building Height: Wind Speed: Wind Exposure: PSF on Roof: Surfaces:

Min. Local Contact Area: Module Orientation: Nominal Module Tilt Angle: Row Spacing:

5 Degrees	
+/- 3.5 Degrees	
100 ft 1	
Jp to 120 mph <sup>2</sup>	
Categories B and C. (D Upon Request)	
As low as 3.5 PSF 3	
EPDM, PVC & TPO Membranes,	
Bitumen & Concrete	
38 in <sup>2</sup> per Module (57 in <sup>2</sup> with Roof Pad)	
_andscape	
10 Degrees (Nominal) <sup>4</sup>	
19 in (Nominal) 4	

# **COMPONENTS MATERIALS**

Aluminum 6063-T5		
Aluminum 6005A-T61		
Stainless Steel 300 Series		
TPE 70 Shore A		
	Aluminum 6005A-T61 Stainless Steel 300 Series	

# **BALLAST BAY GEOMETRY**

Width:	21 in		
Length:	17 in		
Height:	13 in		
Weight:	3.5 lbs		
Roof Pad:	3 in x 10 in		

# MODULE COMPATIBILITY

Standard 60 and 72 Cell Framed Modules

Module Clamp w/ Integrated Bonding to UL2703 Cable Management

Compatible w/ Strut Accessories

# **WARRANTY & CERTIFICATIONS**

20 Year Manufacturing

**UL 2703** Certification



www.unirac.com

Copyright © 2013-2014 / Unirac Inc. All rights reserved Pub140425

#### 1 Self configurable up to 60', Greater than 60' upon request.

2 ASCE 7-05 Wind Maps

3 Criteria used: ASCE 7-10 wind (110 mph), Snow=0, Building height= 30 ft., Exposure Category B

4 Varies by module

# SPECIFICATIONS

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January 8, 2020

Unirac 1411 Broadway Boulevard NE Albuquerque, New Mexico 87102-1545 TEL: (505) 242- 6411 FAX: (505) 242-6512

Attn.: Engineering Department,

Re: Engineering Certification for the Unirac RM Roof Mounted Ballasted Photovoltaic Panel Support System.

The Unirac RM Roof Mounted Ballasted Photovoltaic Panel Support System is a proprietary framed ballasted assembly which supports Photovoltaic panels. The ballast frames hold the PV panels and are ballasted with concrete blocks as required for the wind loads. The wind uplift loads are resisted directly by the ballast. Lateral forces, both wind and seismic, are resisted by friction between the ballast and the roof surface. For wind forces, the system is designed for no lateral or vertical displacement of the array. For seismic forces, the system is designed per SEAOC PV1-2012 requirements for lateral movement/displacement.

The ballasting requirements are determined using the Unirac online "U-Builder" Design Assistant tool. The Design Assistant covers a wide range of system configurations and loading and allows the user to customize the input to match the specific project conditions.

We have reviewed the Unirac RM Roof Mounted Ballasted Photovoltaic Panel Support System, the RDWI wind tunnel test results and the Unirac ballasted system design methodology and have determined that the Unirac RM ballasted system design methodology is a rational approach and is in compliance with the structural requirements of the following Reference Documents:

Codes: ASCE/SEI 7-05 and ASCE/SEI 7-10 Minimum Design Loads for Buildings and other Structures International Building Code, 2009, 2012 & 2015 Editions

Other: Aluminum Design Manual, 2010 & 2015 Edition RWDI Wind Pressure Study Report #1300856 SEAOC PV1-2012 Report – Structural Seismic Requirements and Commentary for Rooftop Solar PV Arrays SEAOC PV2-2012 Report - Wind Design for Low-Profile Solar Photovoltaic Arrays on Flat Roofs Terrapin Testing #TT513010-ASTM G115 Coefficient of Friction Testing Report

This letter certifies that the Unirac RM Roof Mounted Ballasted Photovoltaic Panel Support System and the Unirac online "U-Builder" Design Assistant tool are in compliance with the above Reference Documents.

If you have any questions on the above, do not hesitate to call.

Prepared By: PZSE, Inc. - Structural Engineers Roseville, CA



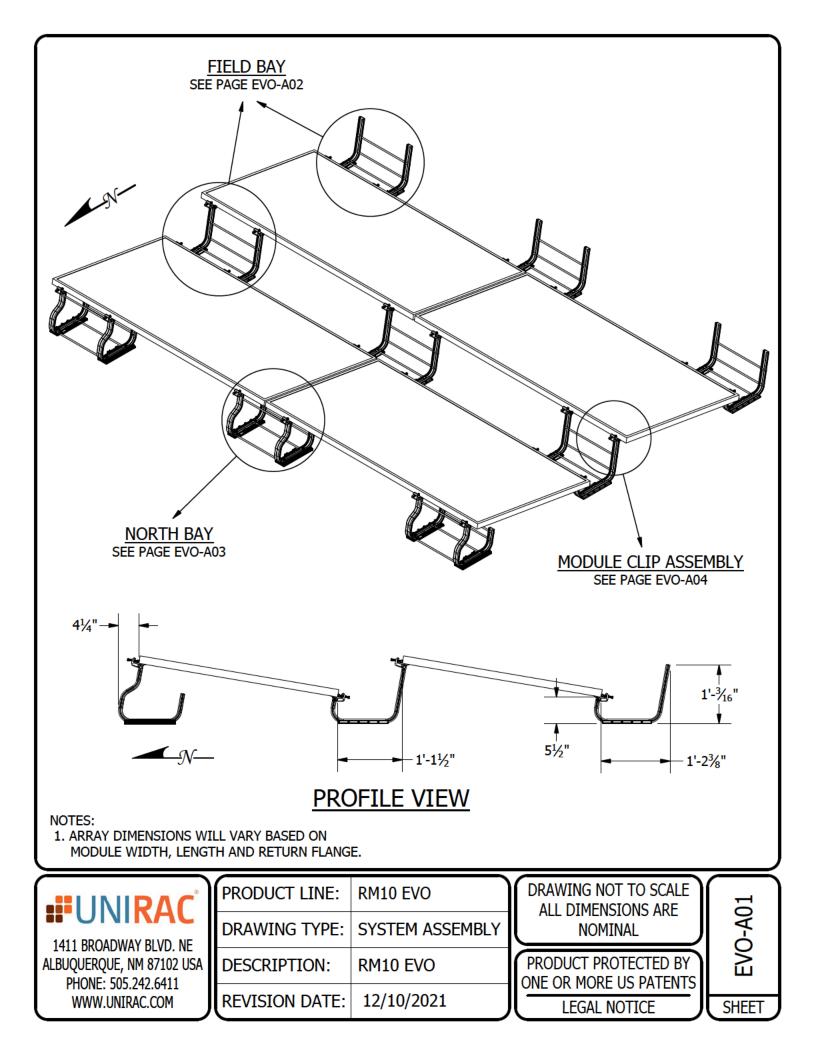
1478 Stone Point Drive, Suite 190, Roseville, CA 95661 T 916.961.3960 F 916.961.3965 W www.pzse.com Experience | Integrity | Empowerment

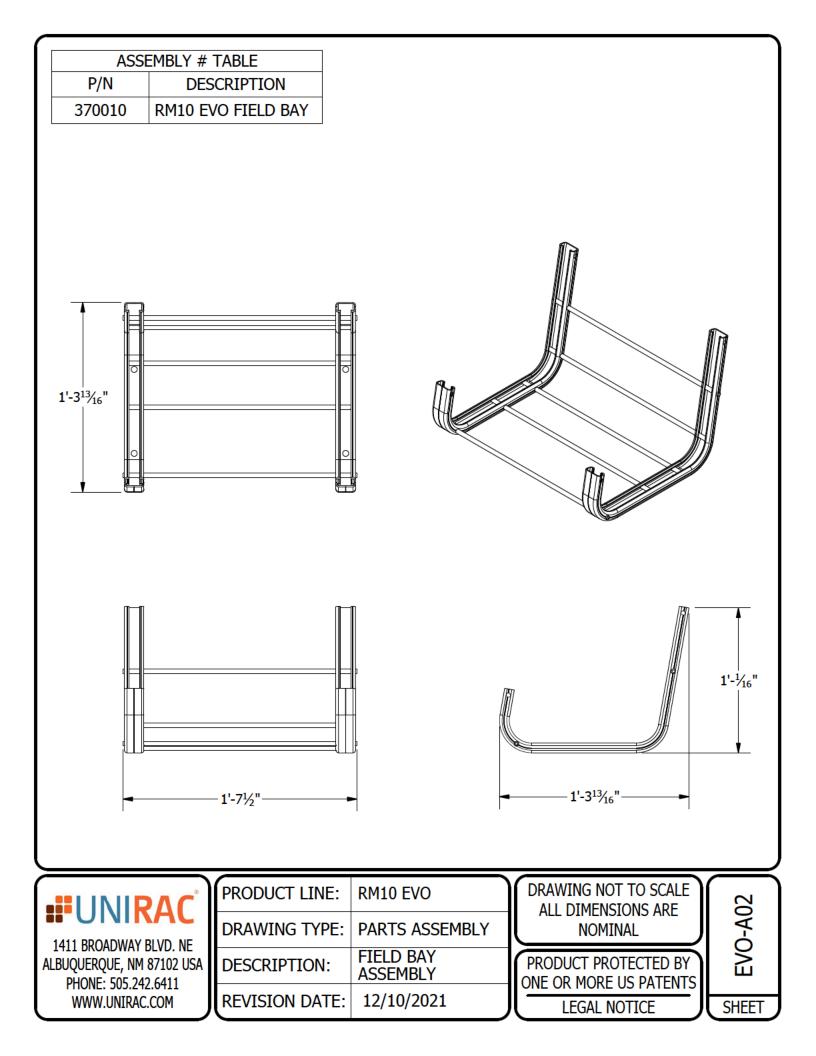
# 1930 Calle Pacana

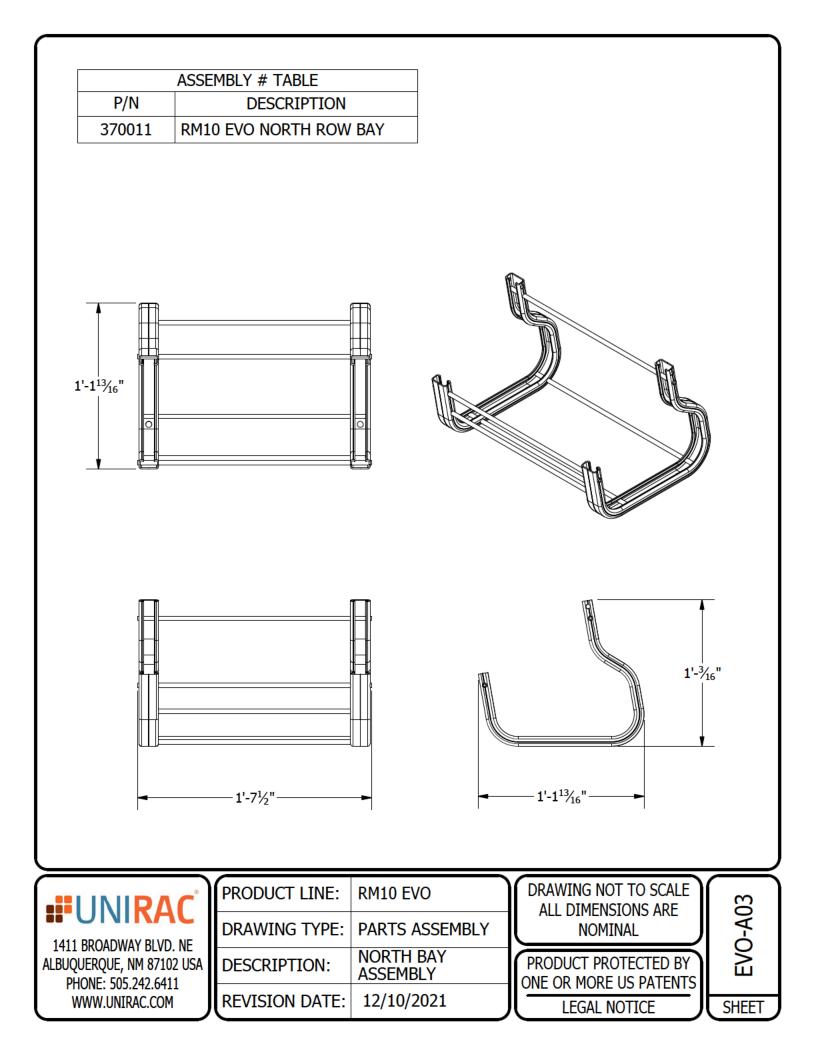


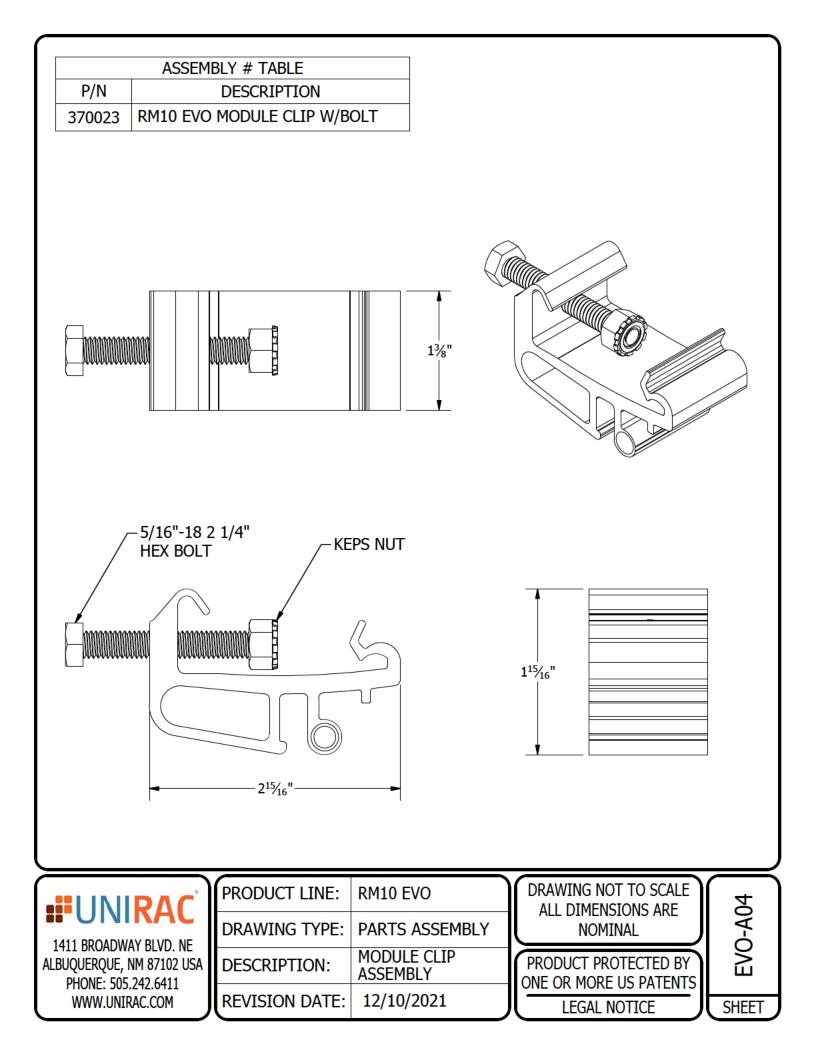




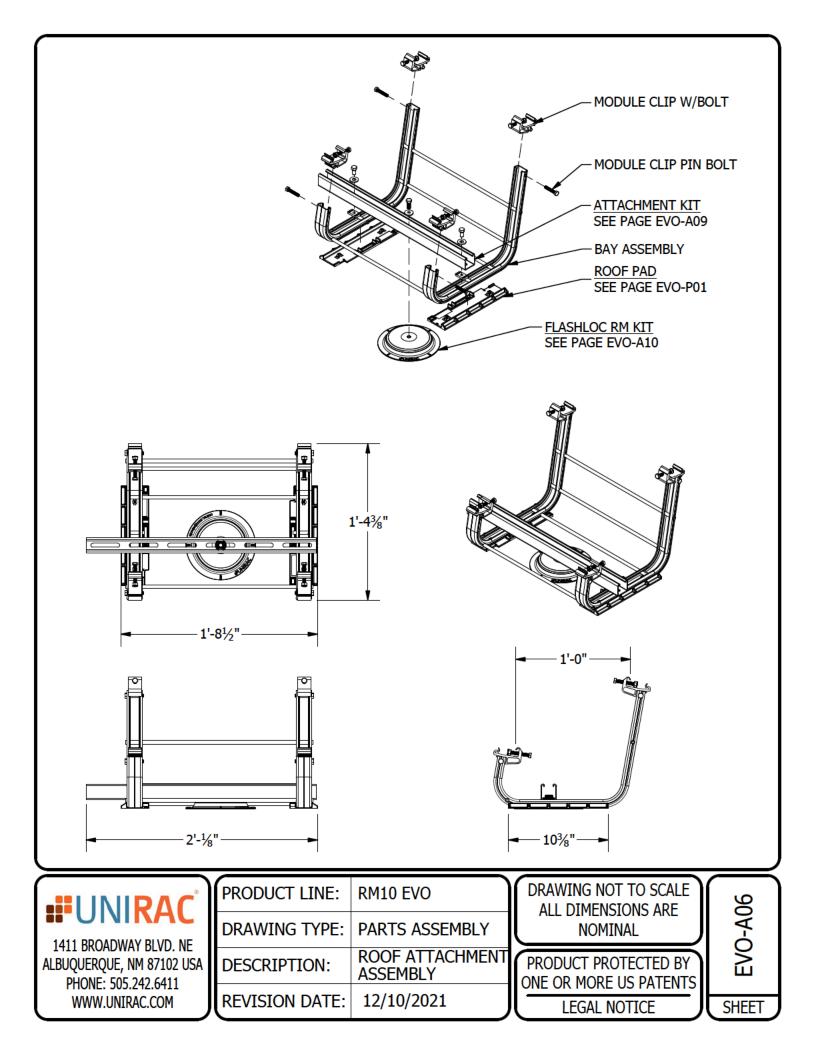


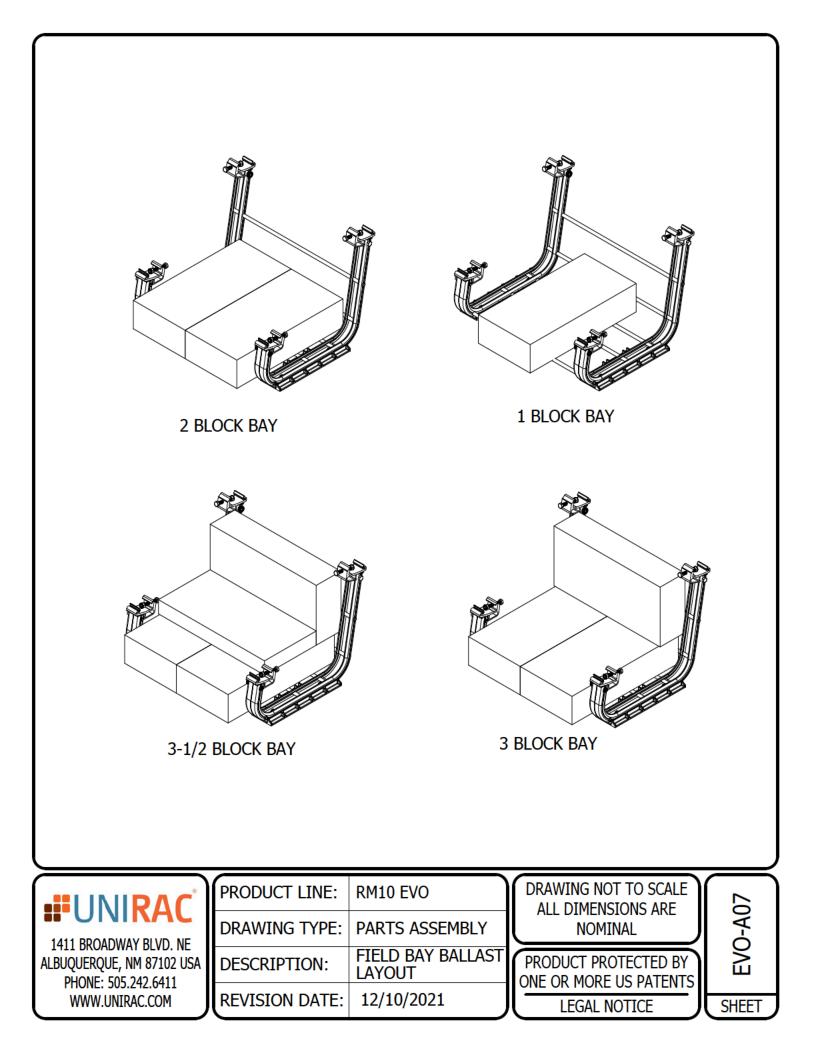


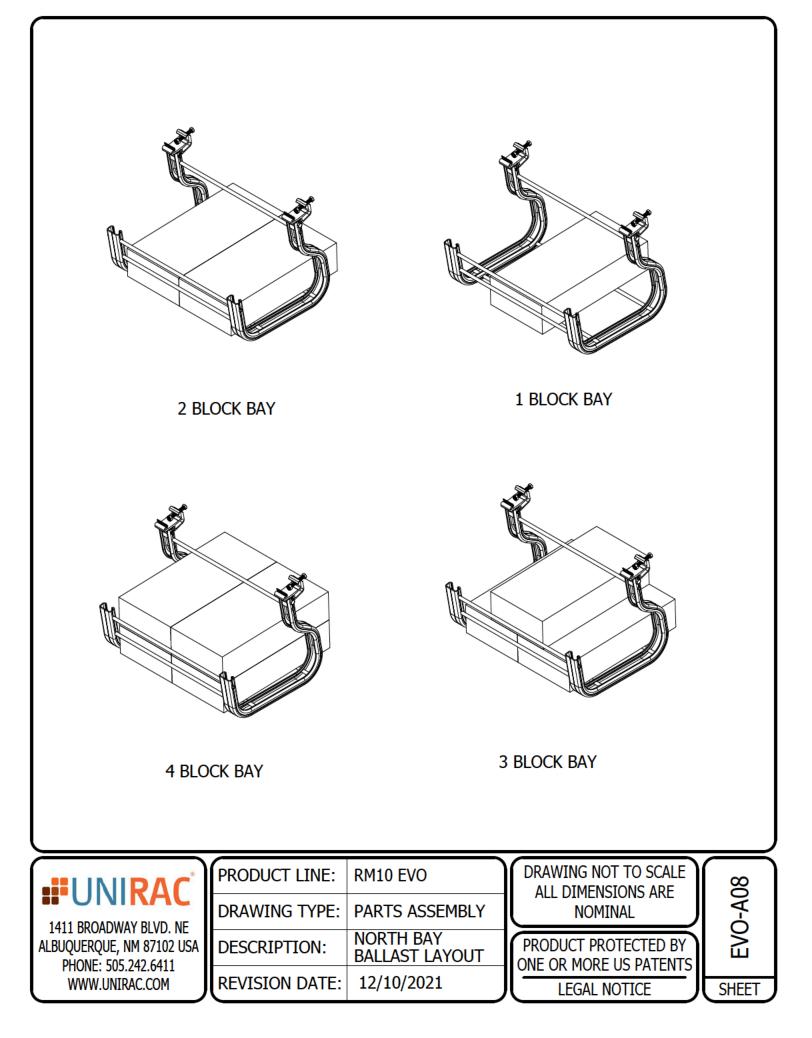


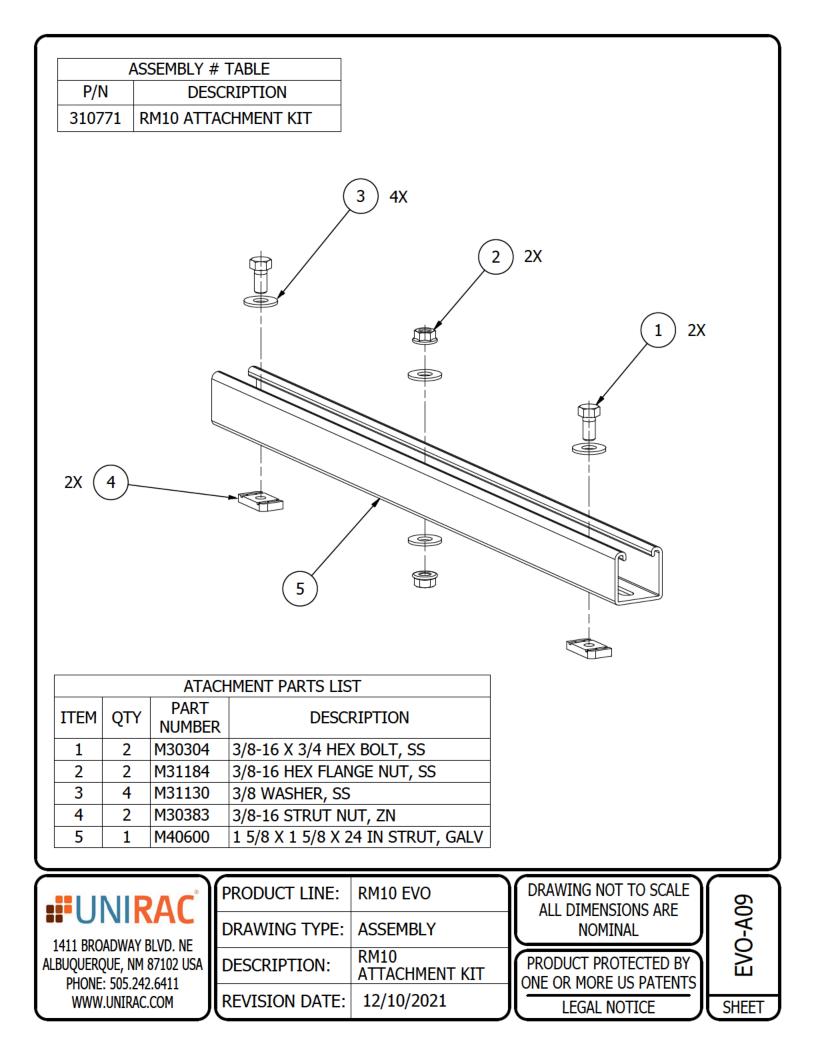


P/N 370022		IBLY # TABLE DESCRIPTION MODULE CLIP PIN	BOLT		
		-5/16"-18 1-3/4" HEX BOLT	RM10 EVO		
1411 BROADWA	Y BLVD. NE	DRAWING TYPE:		ALL DIMENSIONS ARE NOMINAL	EVO-A05
ALBUQUERQUE, N PHONE: 505. WWW.UNIR	242.6411	DESCRIPTION: REVISION DATE:	BOLT 12/10/2021	PRODUCT PROTECTED BY ONE OR MORE US PATENTS LEGAL NOTICE	SHEET



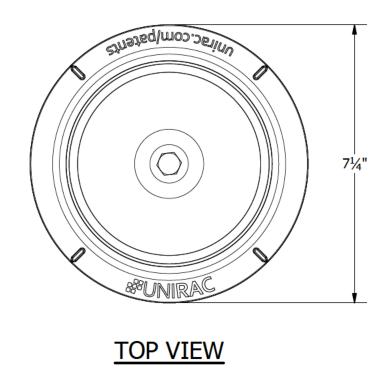


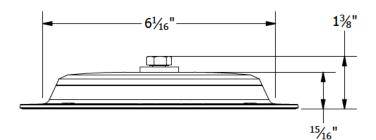




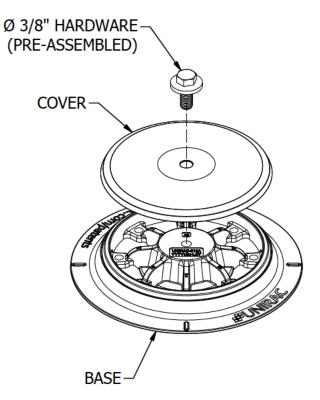
### NOTES:

- 1. ATTACHMENT CAN ACCOMMODATE ROOFING SCREW SIZES #12 #15. FASTENER SIZE, LENGTH, AND QUANTITY TO BE SELECTED BY STRUCTURAL ENGINEER OF RECORD WHEN DESIGNING FOR THE SPECIFIC PROJECT CONSTRUCTION AND CAPACITY.
- 2. REFER TO THE UNIRAC INSTALLATION GUIDE FOR PROPER USE OF CHEM LINK M1 AND ONE-PART SEALANTS FOR WATER TIGHT INSTALLATION.





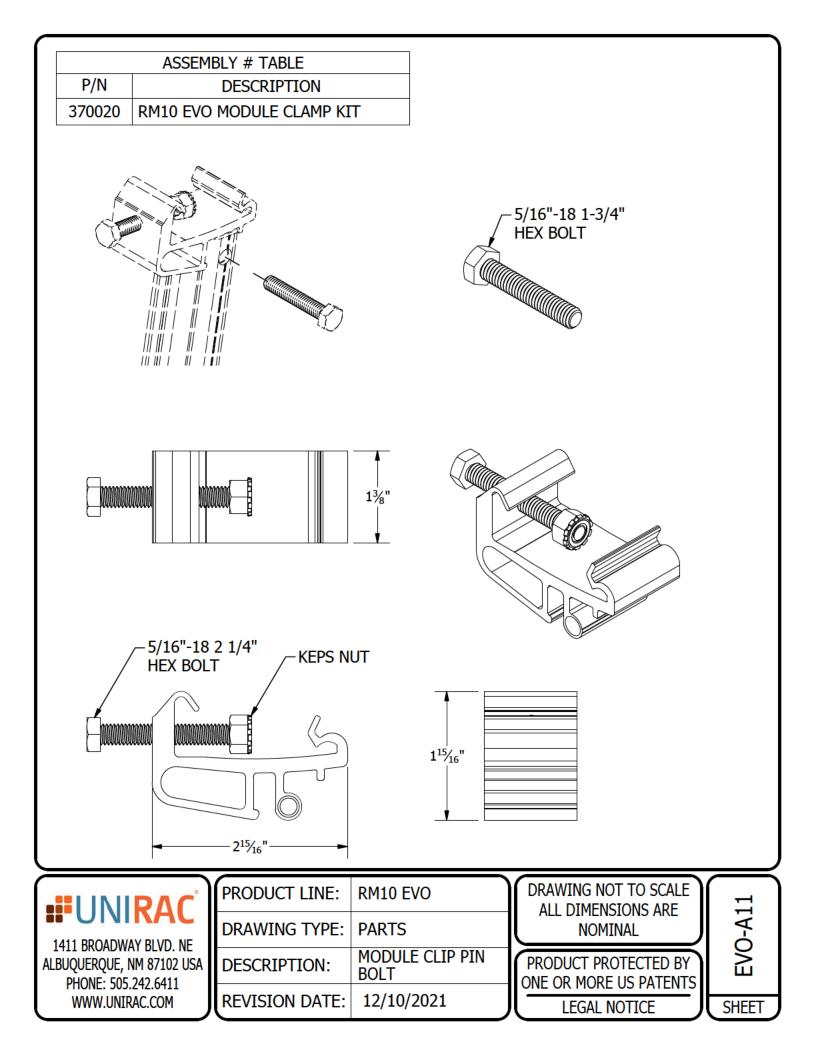
PART # TABLE		
P/N	DESCRIPTION	
310999	FLASHLOC RM KIT	

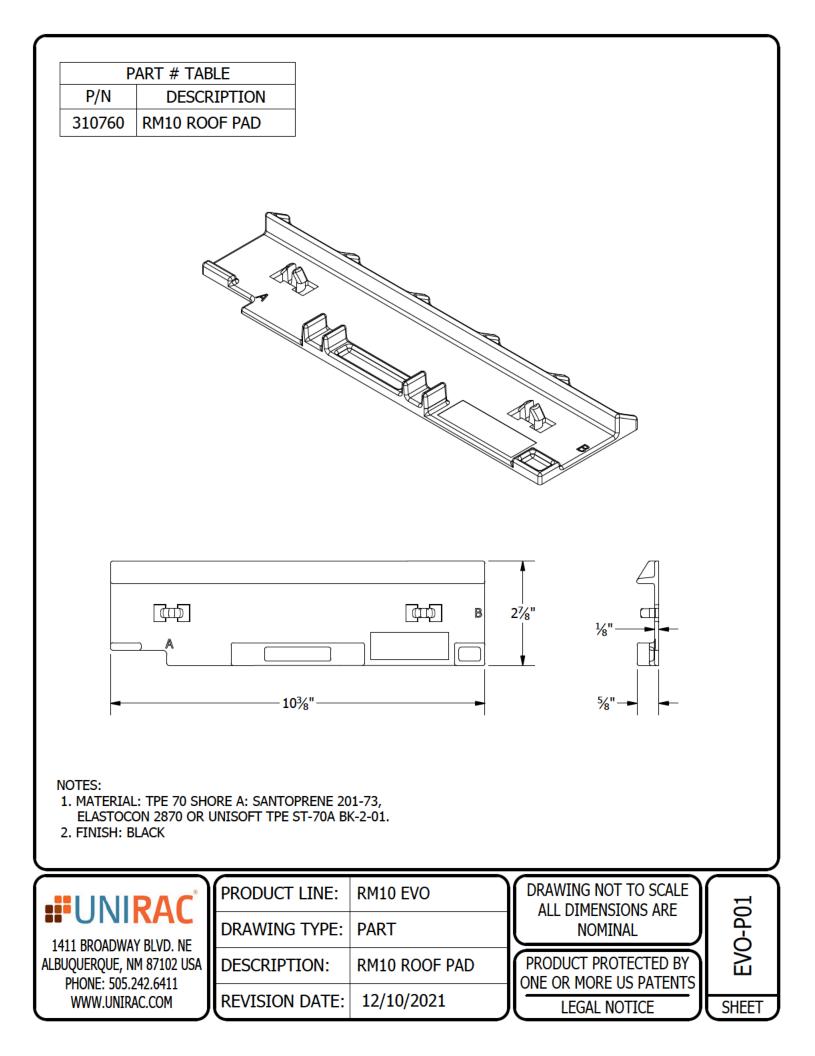


ULTIMATE TEST LOAD (WITH 8 ROOF FASTENERS)

UPLIFT ULTIMATE CAPACITY	6,670 lbs.
SHEAR ULTIMATE CAPACITY	5,760 lbs.

	PRODUCT LINE:	RM10 EVO	DRAWING NOT TO SCALE ALL DIMENSIONS ARE	10
1411 BROADWAY BLVD. NE	DRAWING TYPE:	ASSEMBLY DETAIL	NOMINAL	A-C
ALBUQUERQUE, NM 87102 USA PHONE: 505.242.6411	DESCRIPTION:	FLASHLOC RM KIT	PRODUCT PROTECTED BY ONE OR MORE US PATENTS	EVC
WWW.UNIRAC.COM	REVISION DATE:	12/10/2021		SHEET





### Scott Burns

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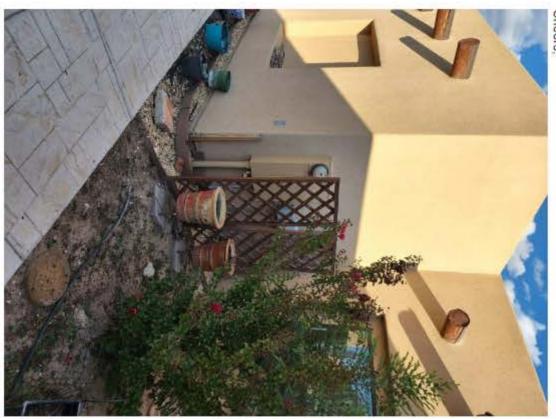
to me, Permits 💌

10:38 AM (41 minutes ago)

Hello Eddie,

Thanks again for calling today. Attached is the racking information that we will use and a drone photo to show the parapet heights. Our racking does not go above 13" from the roof and will not be visible from the street.

Cheers,



Scott Burns | PMP | NABCEP Board Certified

### **BOARD ACTION FORM**

AGENDA DATE PZHAC: April 3, 2023

BOT:

requesting approval to

ITEM: <u>PZHAC CASE #061470 –</u> 2691 Calle Principal, submitted by build an addition to his primary residence. Zone: Historical Residential (HR)

**BACKGROUND AND ANALYSIS:** has previously submitted application to PZHAC but was advised to break down project into 3 or more phases. This application is phase 2 of 3.

### **IMPACT:**

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

Specific findings of fact:

• Previously submitted, commission requested digital/enlarged plans for better visibility. Plans are in 11 x 17 as requested on the zoning application.

### ALTERNATIVES:

The Planning, Zoning and Historical Appropriateness Commission (PZHAC) may:

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

### **DEPARTMENT COMMENTS:**

- Meet Historical Development Standards; 18.35.060
- After reviewing Town Code, 18.33.170, Architectural Styles and Standards, I determined the residence was between a Pueblo and Territorial style. According to the checklist in that section, it was common f or structures to be on property line, zero setback. Also states, setbacks varies according to development zone. Historically they were build on or close to the property line.
- Prepaid all permit/review fees; 15.15.040
- FEMA Non-flood zone; 15.05 Flood Damage Prevention

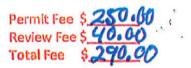
### SUPPORTING INFORMATION:

- Application
- Site Plan
- FEMA floor record/map
- Site Plan
- Example pics to show experience
- Property Tract Description
- Plat of Survey
- Aerial/Street Pics with proposed digital outline work



### TOWN OF MESILLA

### APPLICATION FOR BUILDING PERMIT



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2231 Avenida de Mes	silla, P.O. Box 10, M	Iesilla, NM 88046 (5	75) 524-3262 01 104 511//12 0
CASE NO. 001470 ZONE:	CODE:	APPL	ICATION DATEL OF 19-19-19-19-19
Name of Property Owner 2691 Calle Principal, #626, M	Iesilla, NM 88046	Property Owner's Te	lephone Number
Property Owner's Mailling Address	City	State	Zip Code
 Property Owner's E-mail Address			
Self		•	
Contractor's Name & Address (If none, ind	cate Self)		
Contractor's Telephone Number	Contractor's Ta		Contractor's License Number
Address of Proposed Work:2691 Ca	lle de Principal ,	Mesilla, NM 8804	46
Description of Proposed Work:		5. X	
Addition of approximately	v 200 square feet	of enclosed living	space to the residence.
PHASE 2			
THIS APPLICATION SHALL INCLUDE A	LL OF THE FOLLOWIN	G Plan sheets are to be	e no larger than 11 x 17 inches or
shall be submitted electronically.	to show existing struc	tures, adjoining streets,	, driveway(s), Improvements & setbacks.
Verification shall show that the	lot was LEGALLY su	odivided through the To	wn of Mesilla or that the lot has been in
2. X Site Plan with dimensions and det			¥
3. X Foundation plan with details.			
4. X Floor plan showing rooms, their us	ses, and dimensions.		
<ol> <li>X Cross section of walls.</li> <li>X Roof and floor framing plan.</li> </ol>			
7. X Proof of legal access to the prope	rty.		
<ol> <li>X Drainage plan.</li> <li>X Details of architectural style and o</li> </ol>	olor scheme (checklist i	cluded for Historical zon	es) – diagrams and elevations.
<ol> <li><u>NA</u> Proof of sewer service or a cop Utility providing water services).</li> </ol>	by of septic tank permit;	proof of water service (	well permit or statement from the Public
11. X Proof of legal access to the prope 12. Other information as necessary of	rty.	ode or Community Devel	opment Department
11.54	11	Sub of Oblining Dave	12 September 2022
00000	la		Date
Estimated Cost Signature of App	and the second se		
Application Fee is due at time of submitte from staff, PZHAC and/or BOT before issue	al. Apart from administr ance of a building perm	ative approvals, all perm it. All Bullding permits of	it requests must undergo a review process expire after one year from date issued.
	or lot of the lot of t	LUSE ONLY	
PZHAC □ Administrative Ap □ Approved Date:		BOT	Approved Date:     Disapproved Date:
			Approved with Conditions
Disapproved Dat			
Approved with co	onditions		Y YES NO
		SEE CONDITIONS	
CONDITIONS:	7		
PERMISSION ISSUED / DENIED BY			SSUE DATE:



PHYSICAL	MAILING
985 Calle De Colon	P.O. BOX 1570
Mesilla NM, 88046	Mesilla NM, 88046

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

AUGUST 22, 2022 DESCRIPTION OF A 0.069 ACRE TRACT

### Tract 1

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

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

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

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

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

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

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

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

Job #22-0543 am



## 2691 Calle Principa

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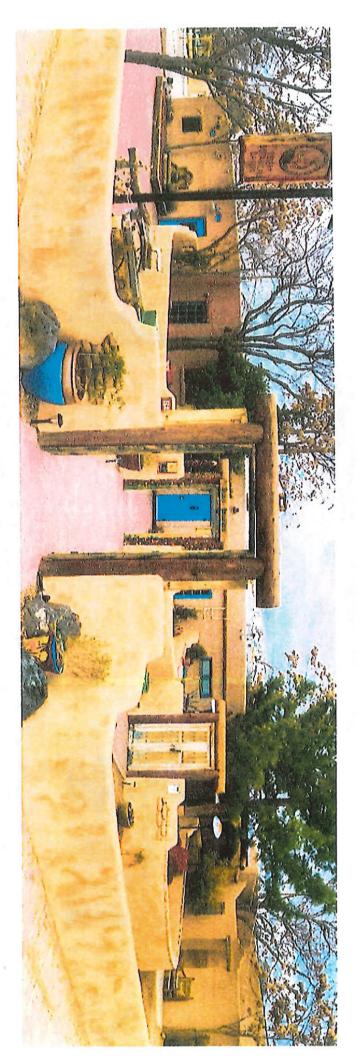
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### Experience

- 40 years of construction experience
- This is our fourth new construction/old construction project here in the Las Cruces/Mesilla area
- Complete interior build out of casita at 10090 Black Hills Road
- Complete restoration inside and out of 2488 Calle de Guadalupe
- Currently responsible for building casita for Holy Cross Retreat Center
- This new project at 2691 Principal will be our primary residence

# Projects to be completed

- Add approx. 200 sq ft of living area
- Straighten roofline from past multiple (poor) additions and add parapets to improve "Old Mesilla" atheistic



# 2488 Calle de Guadalupe

# 10090 Black Hills Road Casita



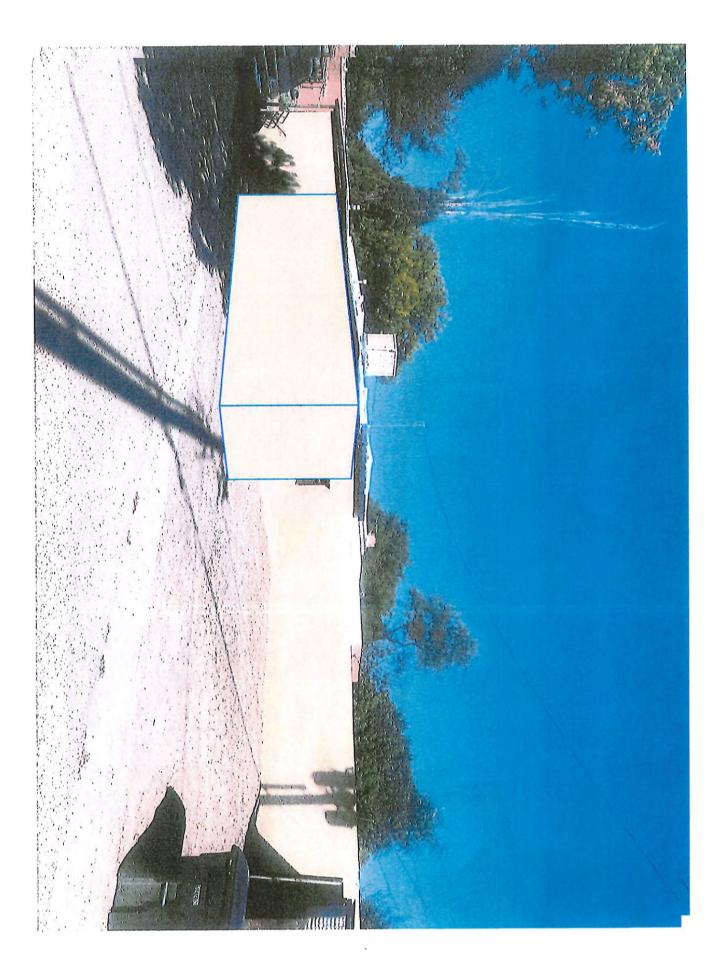


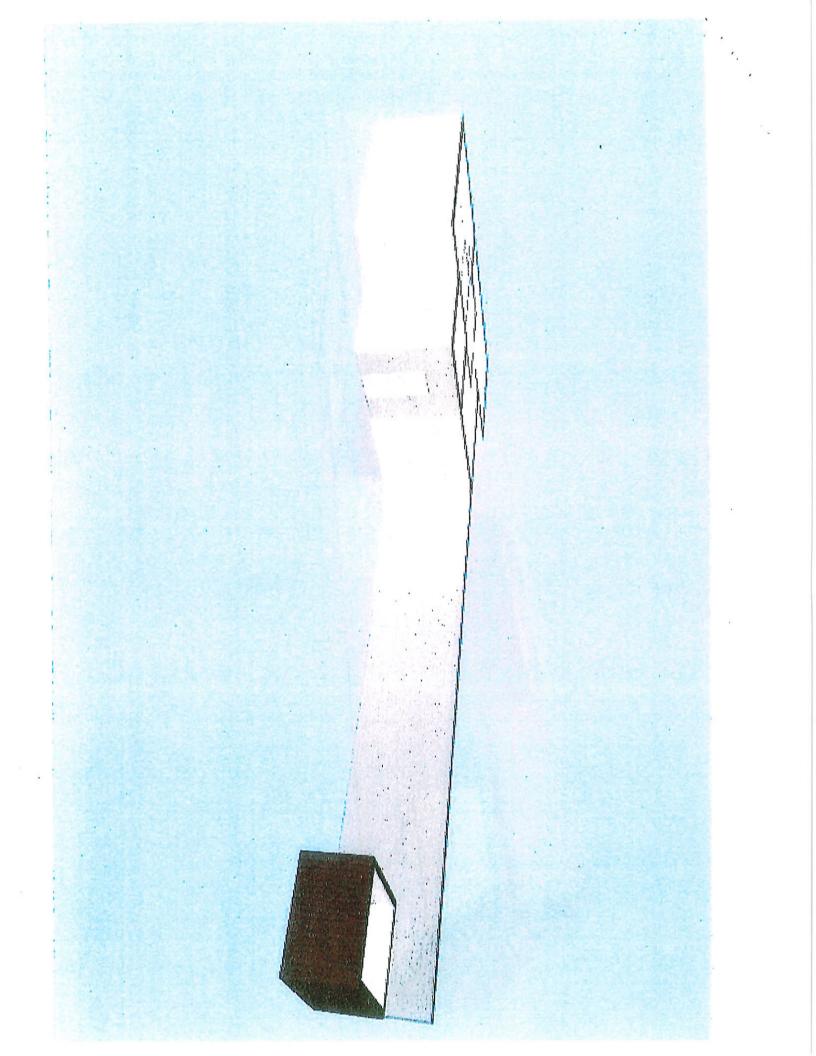


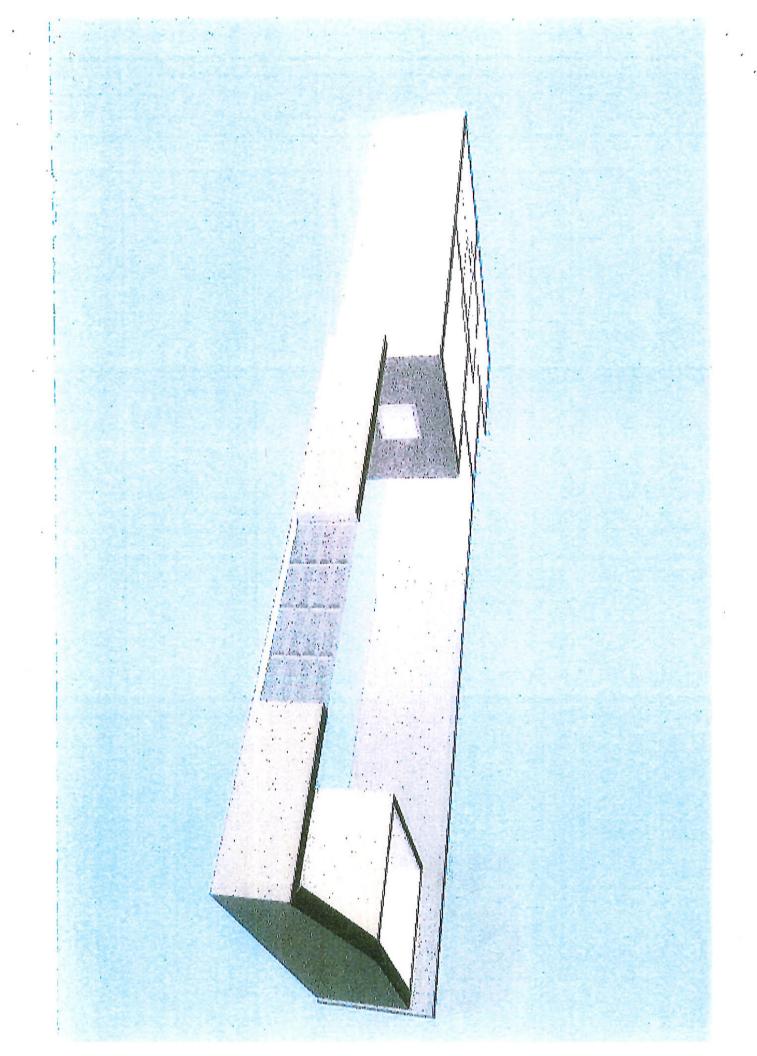






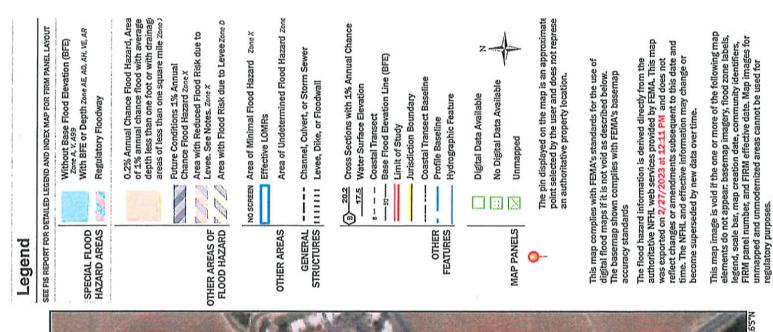




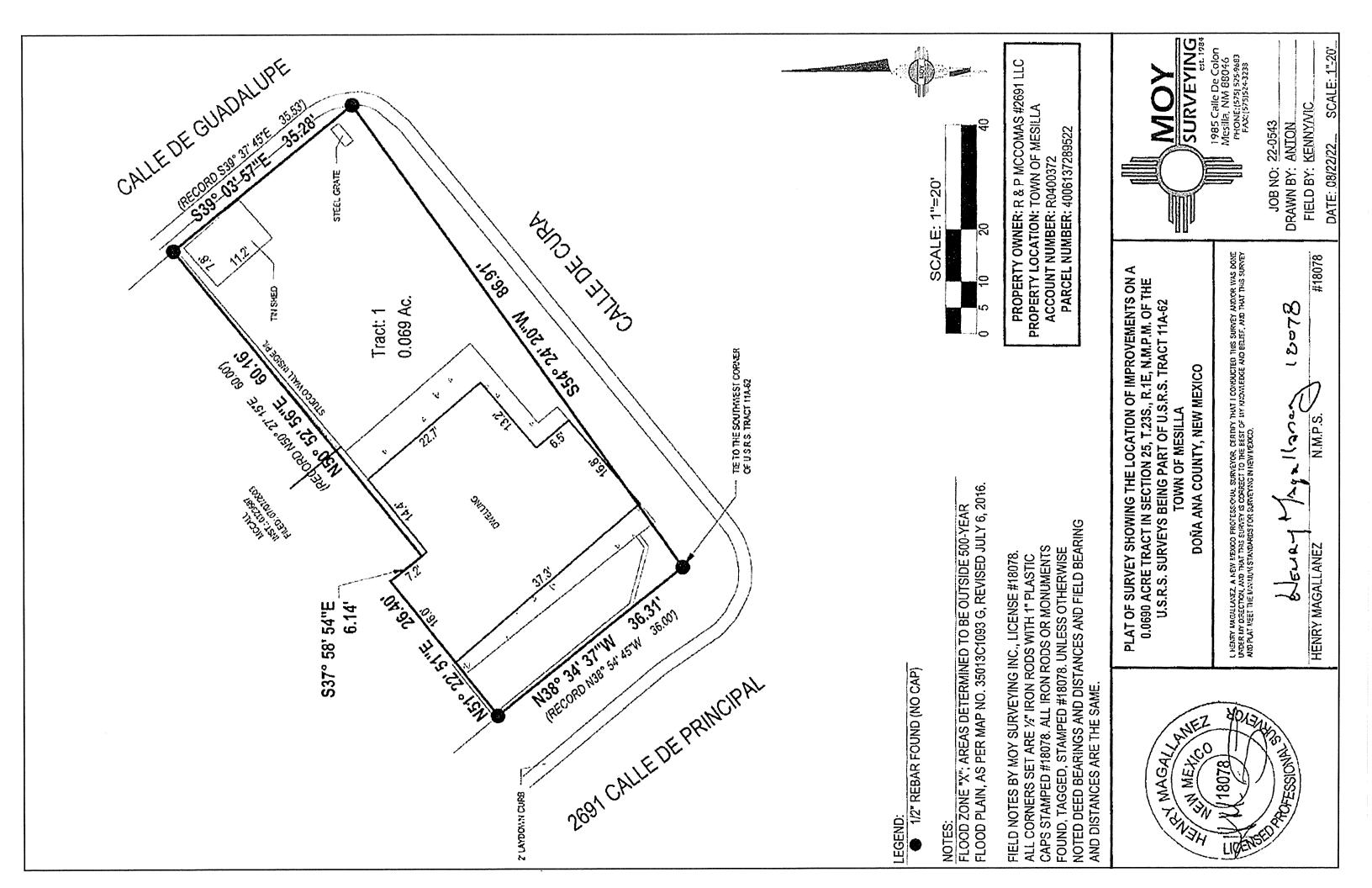


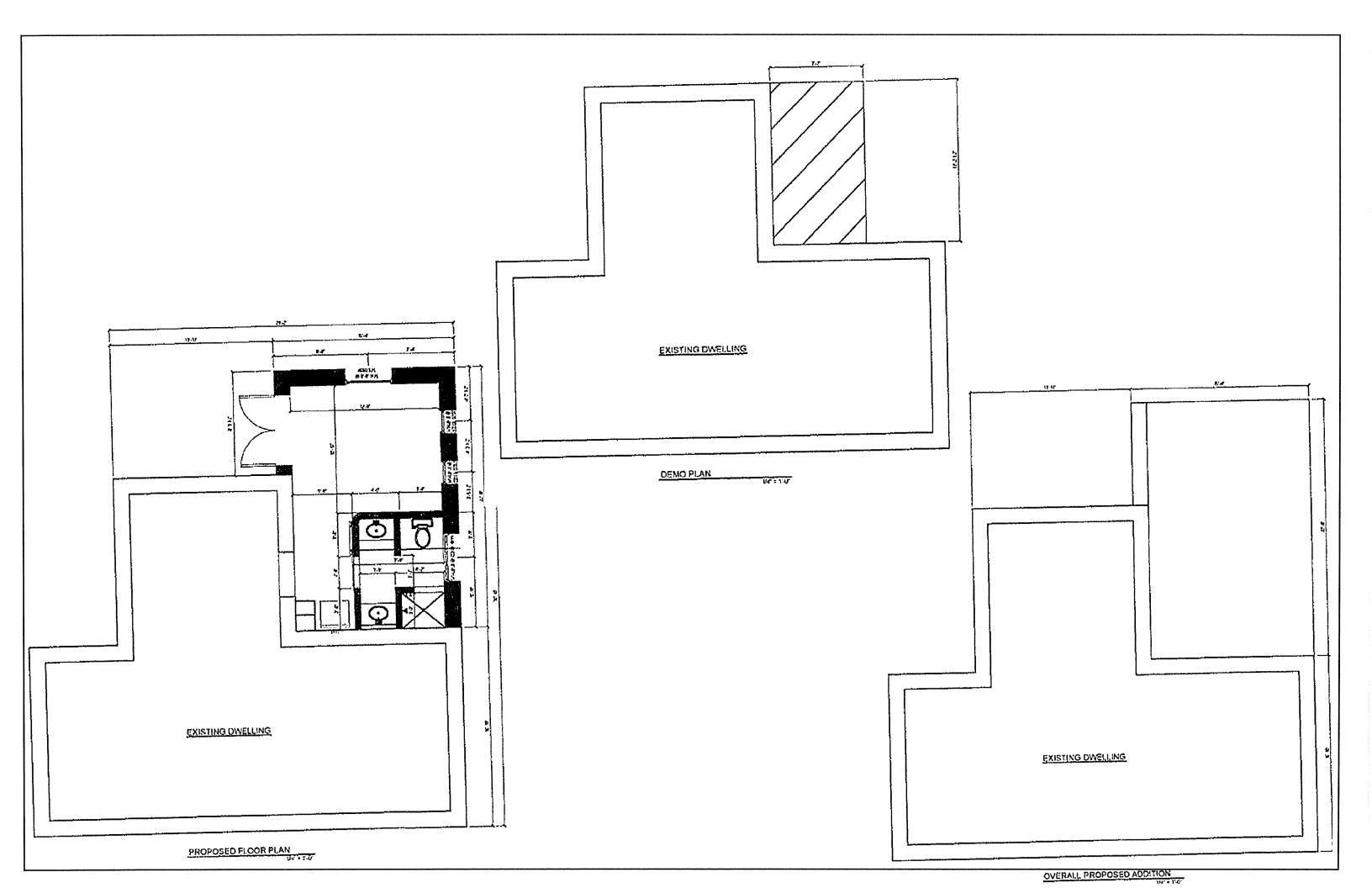
## Vational Flood Hazard Layer FIRMette

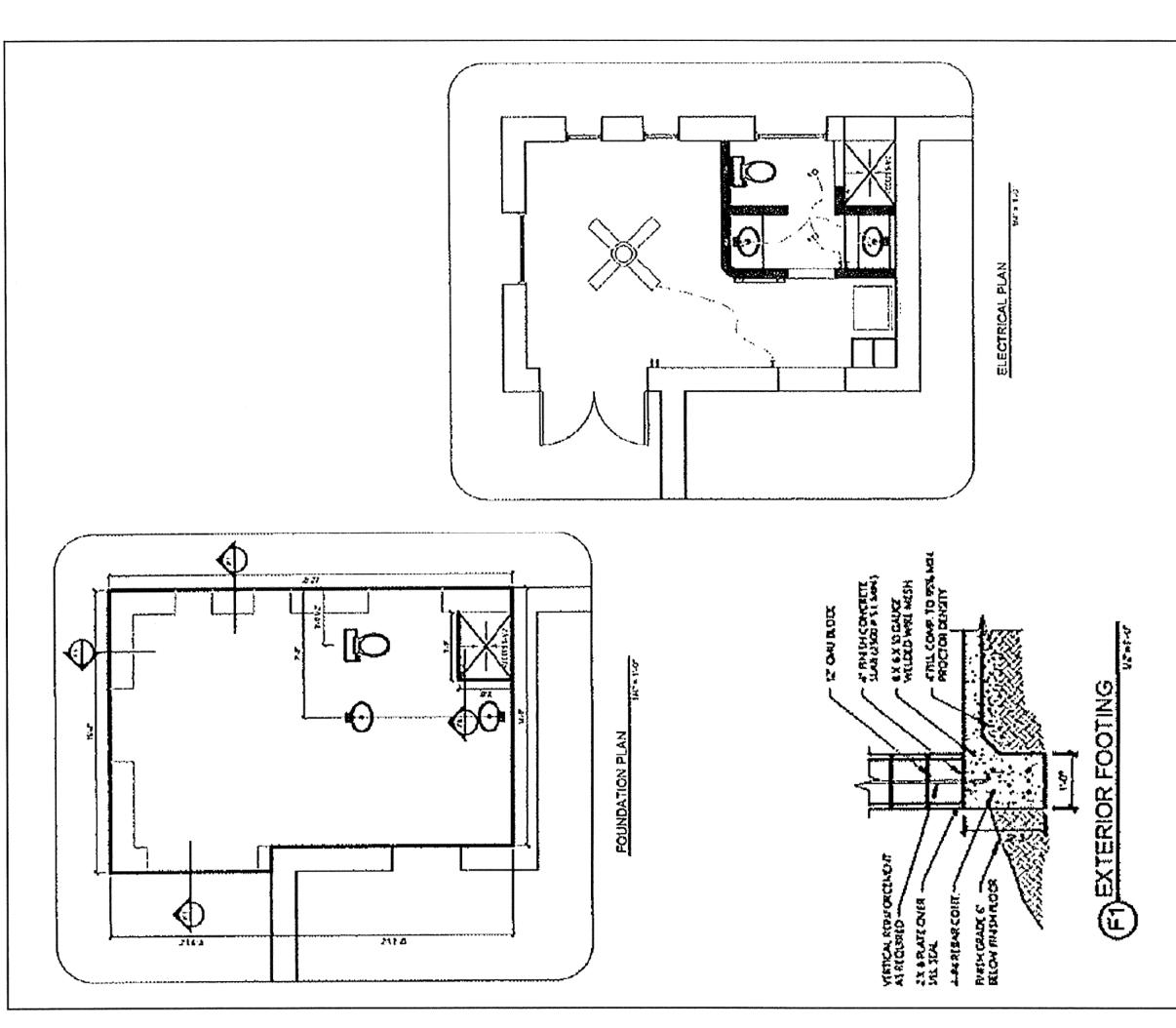


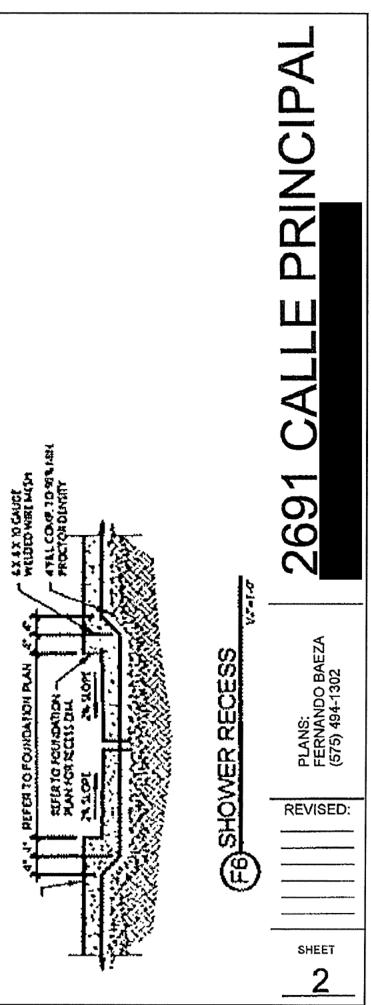


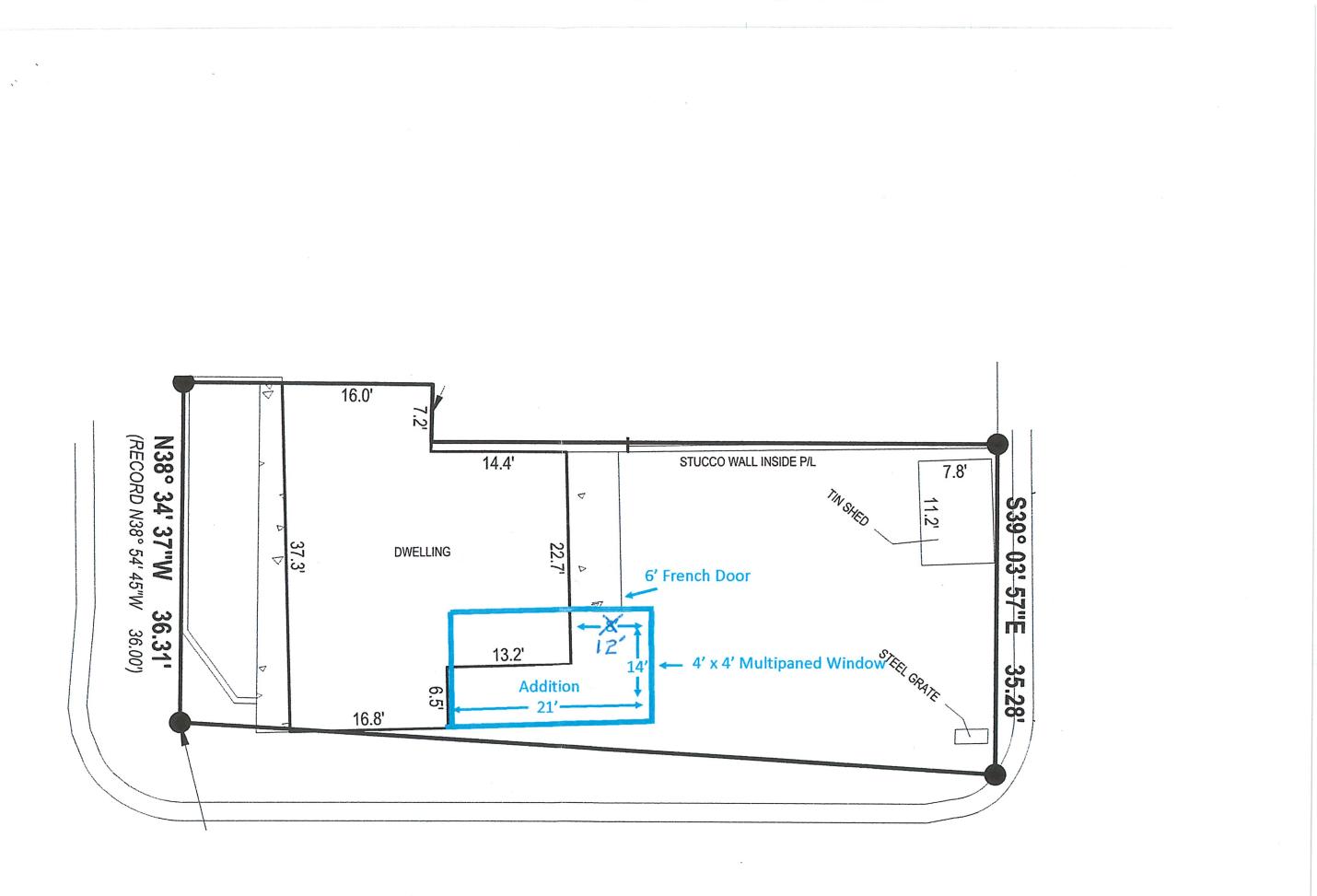












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### **BOARD ACTION FORM**

AGENDA DATE PZHAC: April 3, 2023

### BOT:

**ITEM:** <u>PZHAC CASE #061549</u> – 2488 Calle de Guadalupe, submitted by , Rincon de Mesilla to request a building permit. Zone: **Historical Commercial (HC)** 

**BACKGROUND AND ANALYSIS:** Applicant is looking for approval to install commercial equipment in kitchen, to include;

- Commercial kitchen hood with fire suppression.
- Commercial stove-NSF
- Required grease trap
- Rewire A/C in kitchen

New breaker will be installed on breaker box outside the structure to accommodate changes.

### **IMPACT:**

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

Specific findings of fact:

- Plans were not sealed and signed
- Fire Chief to inspect plans for kitchen hood suppression
- Was tabled on 3/3/2023

### **ALTERNATIVES:**

The Planning, Zoning and Historical Appropriateness Commission (PZHAC) may:

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

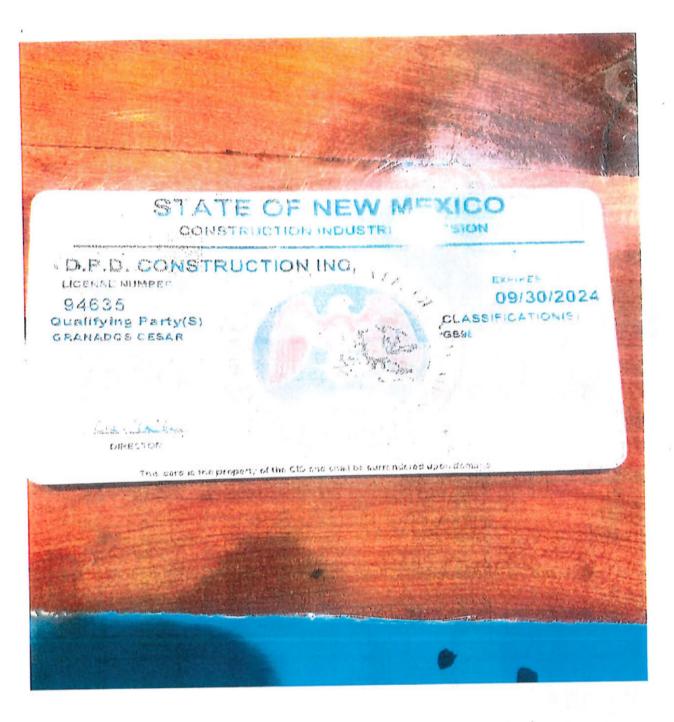
### **DEPARTMENT COMMENTS:**

- Applicant has acquired D.P.D. Construction to make all modifications
- Kitchen Hood suppression plans, plumbing and electrical plans in order
- Fire Chief advised inspection will be done once kitchen hood suppression is installed
- Plans were electronically signed, does Mesilla PZHAC recognize?

### SUPPORTING INFORMATION:

- Application
- Plans submitted; Floor, Plumbing, Electrical, and Kitchen Hood Suppression
- Tenant/Landlord Lease Agreement
- Pictures of affected areas

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### **RINCON DE MESILLA**

### 2488 Calle de Guadalupe

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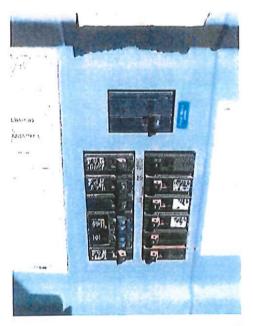
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### Air conditioning rewiring in the kitchen



Work on the outside breaker add an additional breaker

### LEASE FOR BUSINESS PREMISES

THIS LEASE is made and executed in duplicate by and between least hereinafter as "LESSOR" and least the second sec

1. **DESCRIPTION OF PREMISES.** Lessor leases to Lessee, and Lessee leases from Lessor, as herein provided, the premises located at 2488 Calle de Guadalupe, Mesilla, NM 88046, consisting of approximately 1500 sqft of interior space and exterior courtyard enclosed by adobe/cinderblock walls and gate.

2. **LEASE TERM.** The initial term of this Lease is three years commencing on 1 May 2021 and ending on 30 April 2024. If Lessee remains in possession of the leased premises with the written consent of the Lessor after the expiration date stated above, this Lease will be converted to a month-to-month Lease and each party shall have the right to terminate the lease by giving at least one months' prior written notice to the other party.

### 3. USE OF PREMISES.

(a) The premises are to be used by Lessee, in its business, the sale of retail products provided Lessee does not offer the same products and services as existing Tenants.

(b) Lessee shall not do or permit anything to be done in or about the Property nor bring or keep anything therein which is not within the permitted use of the Premises; nor shall Lessee maintain or permit any nuisance in, on, or about the Premises. Lessee shall not commit or allow to be committed any waste in or upon the Property. Lessee shall observe and comply with all laws, codes and ordinances.

4. <u>COMPLIANCE WITH LAWS AND REGULATIONS.</u> Lessee shall comply with all Federal, State, County, and City laws, statutes, ordinances, rules, and regulations affecting or respecting the use or occupancy of the Leased Premises by the Lessee, or the business at any time thereon transacted by the Lessee, and Lessee shall comply with all rules which may be hereafter adopted by Lessor for the protection, welfare and orderly management of the building and its tenants.

5. <u>CLEANLINESS OF PREMISES.</u> Lessee will keep the interior and exterior of the Leased Premises clean and will not store any refuse, trash or hazardous materials in the Leased Premises or in or around the Leased Premises, other than in the refuse containers. Lessee will be responsible for excess trash and litter in the rear or front of the building at Lessee's sole cost. In the event Lessor is required to clean up the Premises due to Lessee's trash or other breach of this Lease, Lessee will immediately pay the invoice when presented by Lessor for the cost of clean up. Lessee shall also be responsible for interior an exterior pest control of the Leased Premises, and exterior landscaping maintenance and upkeep.

### 6. <u>RENT.</u>

(a) The Lessee shall pay, or cause to be paid to the Lessor as rental for the Premises Rent as set forth below in advance on the first day of each month during the Term hereof beginning on 1 May 2021 and continuing on the first day of each month thereafter:

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Lessee to pay Rent for the term of the lease period. Rent payments received by the Lessor after the fifth day of the month will be late and carry an additional late charge penalty of 20% of the Rent. If any monthly payment of rent is not paid 15 days from the due date, the Lease shall be in default for nonpayment of Rent. In addition to the monthly rent payment, Lessee shall be responsible for paying for electric utilities and maintenance of exterior. Since the utility service and public area are shared, these costs will be split 50/50 with tenant in the southern portion of the building. Usage history shows an average of \$250/mth for electric bills. Lessee will thus pay \$125/mth for electric. If the total electric charges exceed \$300/mth over a period of several months due to the lessees use of additional energy (i.e., appliances for café) then the charges will be adjusted accordingly. Current landscape maintenance/mosquito spraying costs also total \$250/mth. These costs will be split 50/50 with tenant in the southern portion of the southern portion of the building. Lessee will be split 50/50 with tenant in the southern portion of the southern portion of the paying costs also total \$250/mth. These costs will be split 50/50 with tenant in the southern portion of the building. Lessee will thus pay \$125/mth for landscape maintenance/mosquito spraying costs also total \$250/mth. These costs will be split 50/50 with tenant in the southern portion of the building. Lessee will thus pay \$125/mth for landscape maintenance/mosquito spraying costs also total \$250/mth. These costs will be split 50/50 with tenant in the southern portion of the building. Lessee will thus pay \$125/mth for landscape maintenance/mosquito spraying. Lessor will be responsible for paying water, sewer, and garbage pickup as well as property taxes.

(b) COVID Clause: If, due to an outbreak of the COVID virus, the Governor orders the closure of retail businesses that include the Lessees retail business (not food services), the Lessee may choose to pay 50% of the rent during the period of the ordered closure. Upon termination of the closure order by the governor, the Lessee shall pay the amount in arears over the period of the following year in 12 equal payments. In addition, the Lessee will not be required to pay for their 50% share of the electric (assuming no electric is being consumed) or for the landscape maintenance during the period of ordered closure.

(c) In consideration of the mutual benefits arising from the Lease, Lessee hereby grants to Lessor a lien and security interest on all Premises of Lessee now or hereafter placed in or upon the premises, and such property shall be and remain subject to such lien and security interest of Lessor for payment of all rent, additional rent and other sums agreed to be paid by Lessee according to the terms of this Lease. The lien provided in this section shall not be exclusive of any lien rights that exist under the laws of the State of New Mexico.

(d) All taxes, charges, costs, and expenses payable by Lessee hereunder, together with all interests and penalties that may accrue thereon in the event Lessee fails to pay those items, and all other damages, costs, expenses and sums that Lessor may suffer or incur, or that may become due, by reason of any default of Lessee or failure by Lessee to comply with the terms and conditions of this Lease shall be deemed to be additional rent. Lessee shall pay to Lessor, as additional rental for each month of each year of the Lease term. Lessor shall have the same remedies for Lessee's failure to pay the additional rent as for non-payment of Rent. Lessor, at its election, shall have the right, but not the obligation, to pay or do any act which requires the expenditure of any sums of money by reason of the failure or neglect of Lessee to perform any of the provisions of this Lease, and in the event Lessor shall, at its election, pay such sums or do such acts requiring the expenditure of monies, Lessee agrees to pay the Lessor upon demand, all such sums, and the sums so paid by Lessor, which shall be deemed to be additional rent and be payable as such may be collected or enforced as provided by law with respect to payment of rent.

### 7. <u>LIENS.</u>

(a) Lessee agrees that Lessee will pay all liens of contractors, subcontractors, mechanics, laborers, material men, and other liens of like character, and will indemnify Lessor against all legal costs and charges, bond premiums for release of liens, including reasonable attorney fees reasonably incurred (whether litigation's is necessary or not) in discharging the said premises or any part thereof from any liens, judgments, or encumbrance caused or suffered by Lessee. In the event a lien is recorded, Lessee shall have such lien removed through payment or bonding within fifteen (15) days of recording and if Lessee fails to remove the lien from the Lease Premises within that time Lessor may cause it to be removed at Lessee's

sole cost and expense and all such amounts incurred to remove the lien, including all costs, expenses and attorney fee shall be deemed additional rent hereunder.

(b) Lessee herein shall not have any authority to create any liens for labor or material on the Lessor's interest in the land and Building, and all persons contracting with the Lessee for the erection, installation, construction, alteration, or repair of improvements on or to the above described premises, and all material men, contractors, mechanics, and laborers are hereby charged with notice that they must look to the Lessee and to the Lessee's interest only in the above described property to secure the payment of any bill for work done or material furnished during the rental period created by this Lease.

(c) Lessee agrees to provide Lessor, upon Lessor's request, documentation of work orders and corresponding executed notarized waivers and releases of mechanics liens evidencing payment in full to any and all contractors, subcontractors, mechanics, laborers, material men, and the like.

8. **LESSEE'S DEFAULT.** The occurrence of any one or more of the following events shall additionally constitute a default and breach of this Lease by Lessee:

(a) the vacating or abandonment of the Premises by Lessee; or if Lessee shall sublet the Premises or assign this Lease in violation of the requirements set forth in this Lease; or

(b) the failure by Lessee to make any payment of rent, additional rent or any other payment required to be made by Lessee hereunder, as and when due and Lessee fails to cure such default within ten (10) days of written notice of default by Lessor; or

(c) the failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Lessee, other than described in Section B above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Lessor to Lessee, provided, however, that if the nature of Lessee's obligation is such that more than thirty (30) days is necessary for complete performance, then Lessee shall not be in default if Lessee commences performance within such thirty (30) day period and, thereafter, diligently prosecutes the same to completion;

(d) if Lessee shall make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt by any court and such adjudication shall not be vacated within thirty (30) days, or Lessee takes the benefit of any insolvency act, or Lessee be dissolved voluntarily or involuntarily or have a receiver or custodian of Lessee's Property appointed in any proceedings other than bankruptcy proceedings;

(e) if a trustee, receiver, or liquidator of Lessee or any substantial part of its business or assets shall be appointed with the consent or acquiescence of Lessee, or if such appointment, if not consented to or acquiesced in, shall remain unvacated or unstayed for an aggregate of thirty (30) days;

(f) if the interest of Lessee herein shall be sold under execution or other legal process; and

(g) in any event whereby this Lease or the estate hereby granted, or the unexpired balance of the Term hereof would by operation of law or otherwise devolve upon or pass to any person, firm or corporation other than Lessee, except as permitted in this Lease.

### 9. INSURANCE ON LEASED PREMISES.

(a) The Lessee shall procure and keep in force at all times during the term of the Lease, at its expense, public liability insurance in an amount of not less than One Million Dollars (\$1,000,000) for

personal injuries arising out of any one accident with no per person limit and Two Hundred Thousand Dollars (\$200,000) for property damage. The Lessor shall be named as an additional insured, and when requested by the Lessor, the Lessee shall furnish the Lessor with certificate or certificates evidencing such insurance.

(b) The Lessor shall procure and keep in force at all times during the term of the Lease insurance against the loss or damage by fire or other casualty and by extended coverage hazards for full replacement value all improvements to the Leased Premises, including without limitation, all buildings and structures, leasehold improvements, and appurtenances thereto situated on the Leased Premises which are now or hereafter a part of the Leased Premises.

(c) The Lessee shall not create any avoidable hazards to the improvements on the Leased Premises which would cause an increase in the existing rate of fire or extended coverage insurance thereon.

(d) Lessee shall obtain and maintain any other insurance that Lessee desires on the demised premised or on the personal property thereon at the expense of Lessee and any additional insurance desired by Lessee, may be written by any carrier selected by Lessee.

(e) It is expressly understood by and between the parties that Lessee shall have the sole responsibility to obtain sufficient insurance to insure its personal property and furnishings from any losses with a property damage liability insurance policy. Insurance coverage purchased by Lessee shall be in an amount reasonably acceptable to Lessor and shall be purchased from insurance companies authorized to do business in the State of New.

(f) All policies purchased by Lessee shall contain a provision for notice to the Lessor not less than thirty (30) days in advance of any cancellation or material changes in such policy. In case of failure of Lessee to make premium payments when due, the Lessor may pay the amount of any such premiums, which amount with interest thereon from the date of payment by Lessor shall be added to and become part of the next installment of rent. Copies of renewal policies for any insurance required under this Section shall be deposited by Lessee with Lessor at least ten (10) days prior to the expiration of existing policies and upon failure so to do, Lessor may immediately purchase, for the account of Lessee, the necessary insurance from any reputable insurance company without notice to Lessee, and Lessee shall reimburse Lessor for costs thereof within ten (10) days after demand.

10. <u>MAINTAINING PREMISES.</u> Lessee at its own expense, agrees to maintain the leased premised and appurtenances thereto in good repair and maintain the same in clean, sightly and sanitary order. Lessee shall, at its expense, keep in good order and maintain, repair, the following: ceiling, floors, plumbing, equipment, the exterior doors, windows, landscaping, wiring, HVAC. Lessee shall maintain the HVAC on a monthly maintenance program including changing the air filters and cleaning the coils. All repairs and maintenance expenses will be at the expense of the Lessee. Lessee will keep the premises occupied and used in a clean and sanitary condition. Lessor is responsible for maintaining and replacement of the roof and structure of the premises.

11. <u>WARRANTY OF QUIET ENJOYMENT.</u> Lessee, upon paying the rents and other amounts due under this Lease and keeping and performing the covenants of this Lease to be performed by Lessee, shall peacefully and quietly hold, occupy, and enjoy said premises during said term or any renewal thereof without any let, hindrance or molestation by Lessor or any persons lawfully claiming under Lessor.

12. <u>ASSIGNMENT AND SUBLETTING.</u> Lessee shall not assign this Lease nor sublet all or any part of the Leased Premises without first securing Lessor's written consent which may be withheld for any reason. If Lessor does consent to an assignment or subletting, the assignee and/or sublessee shall first

be obliged in writing to likewise assume all of the obligations of Lessee under this Lease and Lessee shall, for the full term of this Lease, continue to be jointly and severally liable with such assignee or sublessee for the payment of rents and the performance of all obligations required of Lessee under this Lease. The Lessor shall not unreasonably withhold its aforesaid consent; however, the Lessee hereby acknowledges that the use to which the Leased Premises are put and the compatibility of any occupant of the Leased Premises with other Lessees on the contiguous property, and the ability to pay rent when due are of prime importance and significance to the Lessor. Any approved sublease or assignment shall not constitute a consent to any additional assignment or sublease and as a condition precedent to any obligation of Lessor to approve or consent to an assignment or sublease, Lessee must provide to Lessor a copy of the proposed sublease or assignment plus financial documents requested by Lesseor relating to the proposed subtenant or assignee and any profit with regard to any assignment or sublease shall be the property of Lessor.

13. **INTERRUPTION OF SERVICE.** Lessor does not warrant that any services to be provided by Lessor will be free from interruption due to causes beyond Lessor's control. In the event of temporary interruption of services or unavoidable delay in the making of repairs, the same shall not be deemed an eviction or disturbance of Lessee's use and possession of the Leased Premises nor render Lessor liable, except if caused by the negligence of the Landlord, its agents or employees, to Lessee for damage by abatement of rent or otherwise, nor shall the same relieve Lessee from performance of Lessee's obligations under this Lease.

### 14. ALTERATIONS AND ADDITIONS.

Lessee shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof, without the prior written consent of the Lessor which shall not be unreasonably withheld. All improvements made by Lessee shall at once become a part of the realty and belong to the Lessor and shall be surrendered with the Property. The Lessee shall return the Premises to the Lessor at the end of the lease term in its state existing on the Commencement Date of this Lease, normal wear and tear excepted. Notwithstanding the foregoing, Lessee shall have the right to make interior, non-structural alterations, additions or improvements to the Property without first obtaining Lessor's consent.

Lessor shall have the right and privilege to make and build additions to the buildings of which the Premises are a part (if applicable) and make such alterations and repairs to the Premises as it may deem advisable. Lessor shall not be liable to Lessee, and Lessee hereby waives any claims for, lost profits or consequential damages relating to any alterations or repairs to the Premises or adjacent building made by Lessor or at Lessor's direction.

15. <u>ACCEPTANCE OF PROPERTY</u>. By entry hereunder, Lessee shall be deemed to have accepted the Property as being in good, sanitary order, condition and repair.

16. **WAIVER OF CLAIM.** Except if caused by negligence of the Landlord, its agents or employees, Lessee waives and releases all claims against Lessor, its agents, employees, and servants, in respect of, and sustained by Lessee, or any other person, occurring in or about the building or the leased premises resulting directly or indirectly, from any existing or future condition, defect, matter or thing in the Leased Premises, or the Building or any part of it, or from equipment or appurtenance therein, or from accident, or from any occurrence, act, or from negligence or omission of occupant of the Building, or of any other person; but nothing in this paragraph shall be deemed to relieve Lessor from liability for damage or injuries to person or property caused by or resulting from the negligence of Lessor, its agents, servants or employees. This paragraph shall apply especially, but not exclusively, to damage caused as aforesaid or by flooding, sprinkling devices, air conditioning apparatus, water, steam, excessive heat, falling plaster, broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or from any thing or circumstance above mentioned, or any other thing or circumstance, whether of a like or wholly different

nature. All property in the Leased Premises belonging to Lessee, its agents, employees, or invitees, or to any occupant of the Leased Premises, shall be there at the risk of Lessee or other person only and Lessor shall not be liable for damage thereto or theft, misappropriation, or loss thereof. Lessee agrees to hold harmless and to indemnify Lessor against claims and liability for injuries to all persons and for the damage to, or due to act or omission of Lessee, its agents, employees, guests, customers, clients, and invitees.

17. <u>SIGNS</u>. Upon approval of sign design by Lessor, Lessee at its expense, may install signage identifying the name of Lessee's business on the Leased Premises in accordance with the town of Mesilla codes. Lessee agrees to such standards and will keep its sign in good repair and condition.

18. <u>EMINENT DOMAIN.</u> If the whole of the Leased Premises shall be taken by any public authority under the power of eminent domain, or if so much of the building or grounds shall be taken by any such authority under the power of eminent domain so that the Lessee cannot continue to operate its business in the Leased Premises, then the term of this Lease shall cease as of the day possession shall be taken by such public authority and the rent shall be paid up to that day with proportionate refund by Lessor of any such rent as may have been paid in advance or deposited as security. The amount awarded for any taking under the power of eminent domain shall belong to and be the property of the Lessor whether such amount be awarded as compensation for diminution in value to the leasehold or to the fee of the premises or as damage to the residue.

19. **HOLDING OVER.** At the expiration or earlier termination of this Lease, Lessee will remove Lessec's Property and will deliver possession of the Premises to Lessor, together with any Improvements made, in the same condition they were on the Commencement Date, except for reasonable wear and tear. If Lessee remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Lessor, such holding over shall be deemed a tenancy at sufferance and Lessee shall pay to Lessor a rental rate double in the amount of the monthly rent, plus all other charges payable hereunder, paid during the last month prior to termination of the Lease, and upon all the same terms set forth herein.

20. **ENTRY BY LESSOR.** Lessor reserves, and shall have the right during normal business hours upon reasonable notice (which may be verbal rather than written) to enter the Premises to inspect the same, to show said Premises to prospective purchasers or lessees, to post reasonable notices for non-responsibility, to repair the Premises, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always provided that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Lessee shall not be interfered with unreasonably. Lessee hereby waives any claim for damages or for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Lessor shall have the right to use any and all means which Lessor may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Lessee and any entry to the Premises obtained by Lessor by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a retainer of, the Premises, or an eviction of Lessee from the Premises or any portion thereof.

21. <u>NOTICES.</u> Any notice, request, demand, consent, approval or other communication required or permitted under this Contract (collectively a "Notice") shall be (a) in writing (or telefax) and (b) addressed by the sender to the other party at address or number and in the manner set forth below:

If to the Lessor:

If to Lessee:

Mesilla, NM 88046

Except as otherwise provided in this Agreement, each notice shall be effective and shall be deemed delivered on the earlier of: (i) its actual receipt, if delivered personally, by facsimile (on the condition that the sending party has confirmation of a transmission receipt of the notice), courier service, or, (ii) on the third (3rd) day after the notice is postmarked for mailing by first-class, postage prepaid, certified, United States mail, with return receipt requested (whether or not the return receipt is subsequently received by the sender).

#### 22. ESTOPPEL CERTIFICATE.

(a) <u>Execution of Estoppel Certificate</u>. At any time, and from time to time, upon the written request of Lessor or any mortgagee, Lessee within twenty (20) days of the date of such written request agrees to execute and deliver to Lessor and/or such mortgagee, without charge and in a form reasonably satisfactory to the Lessor and/or such mortgagee, a written statement: (a) ratifying this Lease; (b) confirming the commencement and expiration date of the term of this Lease; (c) certifying that Lessee is in occupancy of the Property, and that the Lease is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated; (d) certifying that all conditions and agreements under this Lease to be satisfied or performed by Lessor have been satisfied and performed except as shall be stated; (e) certifying that Lessor is not in default under the Lease and there are no defenses or offsets against the enforcement of this Lease by Lessor or stating the date to which such rent has been paid; (g) reciting the amount of security deposited with Lessor, if any; and (h) any other information which Lessor or the mortgagee shall require.

(b) <u>Failure to Execute Estoppel Certificate</u>. The failure of Lessee to execute, acknowledge and deliver to Lessor and/or any mortgagee a statement in accordance with the provisions of Section 31(a) above within the said twenty (20) day period shall constitute acknowledgment by Lessee which may be relied upon by any person holding or intending to acquire any interest whatsoever in the Premises that this Lease had not been assigned, amended, changed, or modified, is in full force and effect and that the Rent and additional rent have been duly and fully paid not beyond the respective due dates immediately preceding the date of the request for such statement and shall constitute as to any persons entitled to rely on such statements a waiver of any defaults by Lessor or defenses or offsets against the enforcement of this Lease by Lessor which may exist prior to the date of the written request, and Lessor at its option, may treat such failure as an event of default.

23. <u>LIMITATION OF LESSOR'S PERSONAL LIABILITY</u>. Lessee specifically agrees to look solely to Lessor's interest in the Premises for the recovery of any judgment against Lessor, it being agreed that Lessor (and its partners and/or shareholders) shall not be personally liable for any such judgment. Further under no circumstances shall Lessor be liable for incidental, consequential or special damages.

24. **DESTRUCTION OF PREMISES.** Should the Premises be destroyed by a fire or other casualty, or damaged to such an extent that the repair would not be permitted under any law, rule, order or ordinance of any state or county authority, then this Lease shall be canceled unless the Lessor determines to rebuild the building and the Lessor elects not to terminate the lease, provided the building can be reconstructed within a period of 90 days from the date of destruction. In the event the building is damaged by fire or any other cause whatsoever and such damage can be reasonably repaired, this Lease shall not be terminated.

INDEMNIFICATION. Lessee shall defend, indemnify and hold harmless Lessor, its 25. agents, representatives, general partners, shareholders, owners, officers, directors, employees, assigns or successors, against and from any and all claims, costs, losses, damages, liabilities, causes of action, awards, judgments, expenses and attorney fees of whatever kind or nature incurred by Lessor arising from or in any way connected to Lessee's use of the Property or from the conduct of its business or from any activity permitted or suffered by the Lessee or its employees, guests or invitees in or about the Property; Lessee's failure to comply with any law, rule, regulation or order of any governmental authority; from any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to Property or injury to persons in, upon or about the Property, from any cause other than Lessor's gross negligence or willful misconduct; this indemnification and hold harmless agreement shall apply to all claims against Lessor including claims attributable in whole or part to Lessor's negligent acts or omissions; and Lessee hereby waives all claims in respect thereof against Lessor. Lessee shall give prompt notice to Lessor in case of casualty or accidents to Lessor. If Lessor is made a party to any litigation commenced against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Lessor in connection with such litigation and any appeal thereof.

26. **WAIVER OF JURY TRIAL**. The parties hereto, knowingly, voluntarily and intentionally waive the right any of them may have to a trial by jury in respect to any litigation arising out of, under, or in connection with this Agreement, and any other agreements executed or contemplated to be executed in connection herewith, or any course of conduct, course of dealings, statements (whether verbal or written) or actions of any party (including, without limitation, any action to rescind or cancel this Agreement and any claims or defenses asserting that this Agreement was fraudulently induced or is otherwise void or voidable); this waiver being a material inducement for Lessor to enter into this Agreement with Lessee.

27. **PRIOR AGREEMENTS/AMENDMENTS.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose and all such provisions are merged herein. No provision of this Lease may be amended, modified, or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

28. <u>CHOICE OF LAW/VENUE</u>. This Lease shall be governed by the laws of the State of New Mexico and the exclusive venue for its enforcement and any action or proceeding based upon or arising from this Lease shall be in Dona Ana County, NM.

29. <u>ATTORNEYS' FEES</u>. In any action or proceeding brought by either party under this Lease, the prevailing party shall be entitled to recover from the unsuccessful party its attorney's fees and costs, in such amount as the court may adjudge reasonable.

30. <u>ACT OF GOD OR FORCE MAJEURE</u>. Except for Lessee's continuing obligation to pay the rent identified herein, either party shall not be required to perform any covenant or obligation under this Lease, or be liable for damages to the other, so long as the performance or nonperformance of the covenant or obligation is delayed, caused or provided by an act of God or force majeure. For purposes of this Lease, an "act of God" or "force majeure" is defined as strikes, lockouts, sitdowns, material or labor restrictions by an governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds, hurricanes, tornados or inclement weather which prevents construction), acts of public enemy, wars, insurrections, and/or any other cause not reasonably within the control of such party or which by the exercise of due diligence such party is unable wholly or in part, to prevent or overcome.

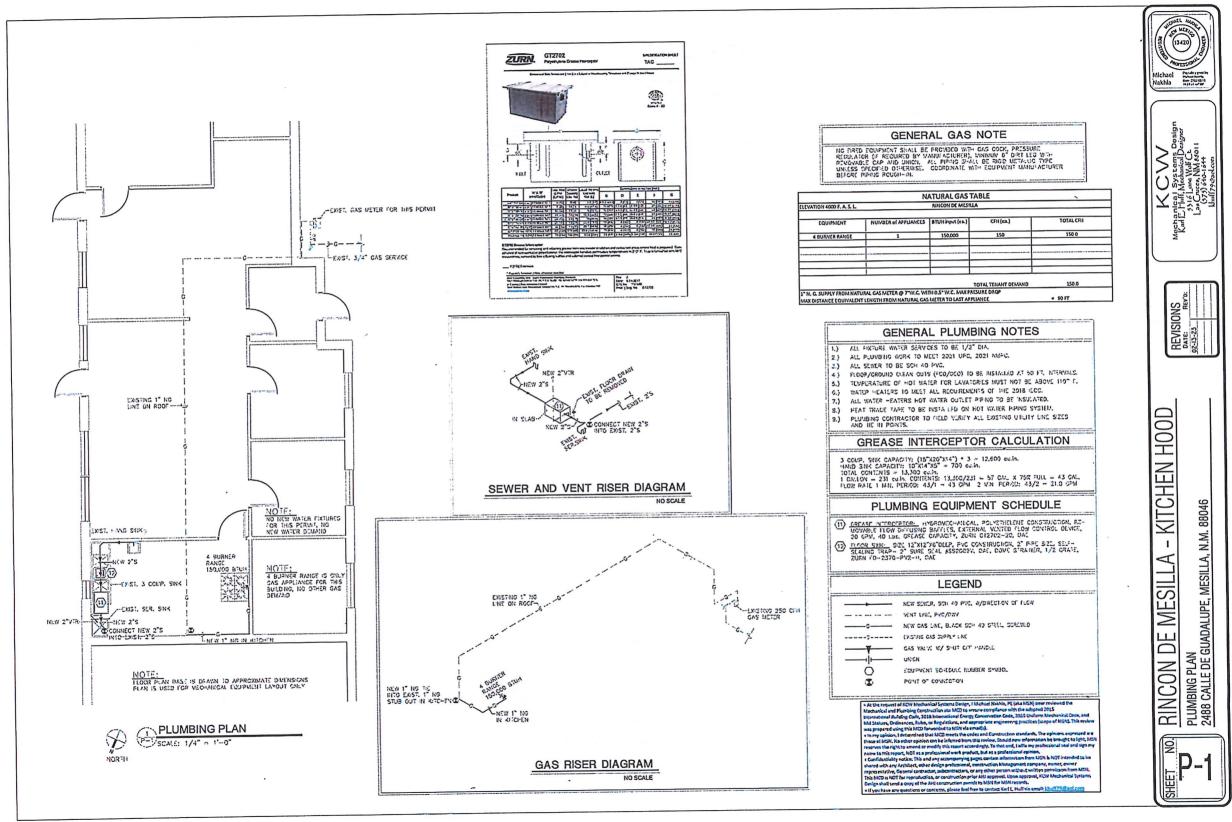
all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Lessor under this Lease.

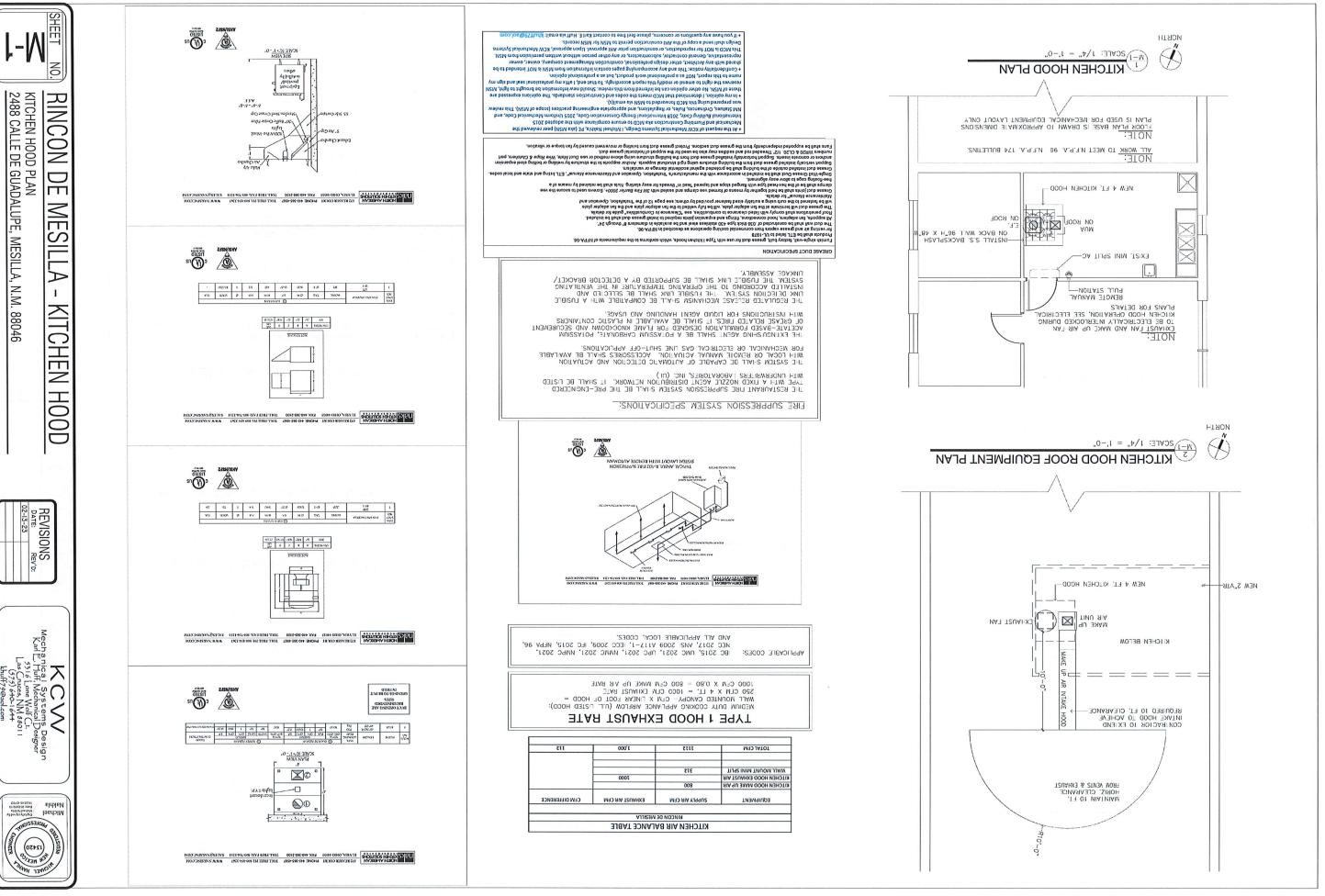
32. **AUTHORITY.** The undersigned individuals executing this Lease on behalf of the Lessee and Lessor if such party is a corporation, partnership, trust or other entity, hereby individually represents and warrants to the other party that such individual has full power and authority to bind such entity to the terms and provisions of this Lease and has obtained all necessary approvals and consents to sign this Lease on behalf of such entity.

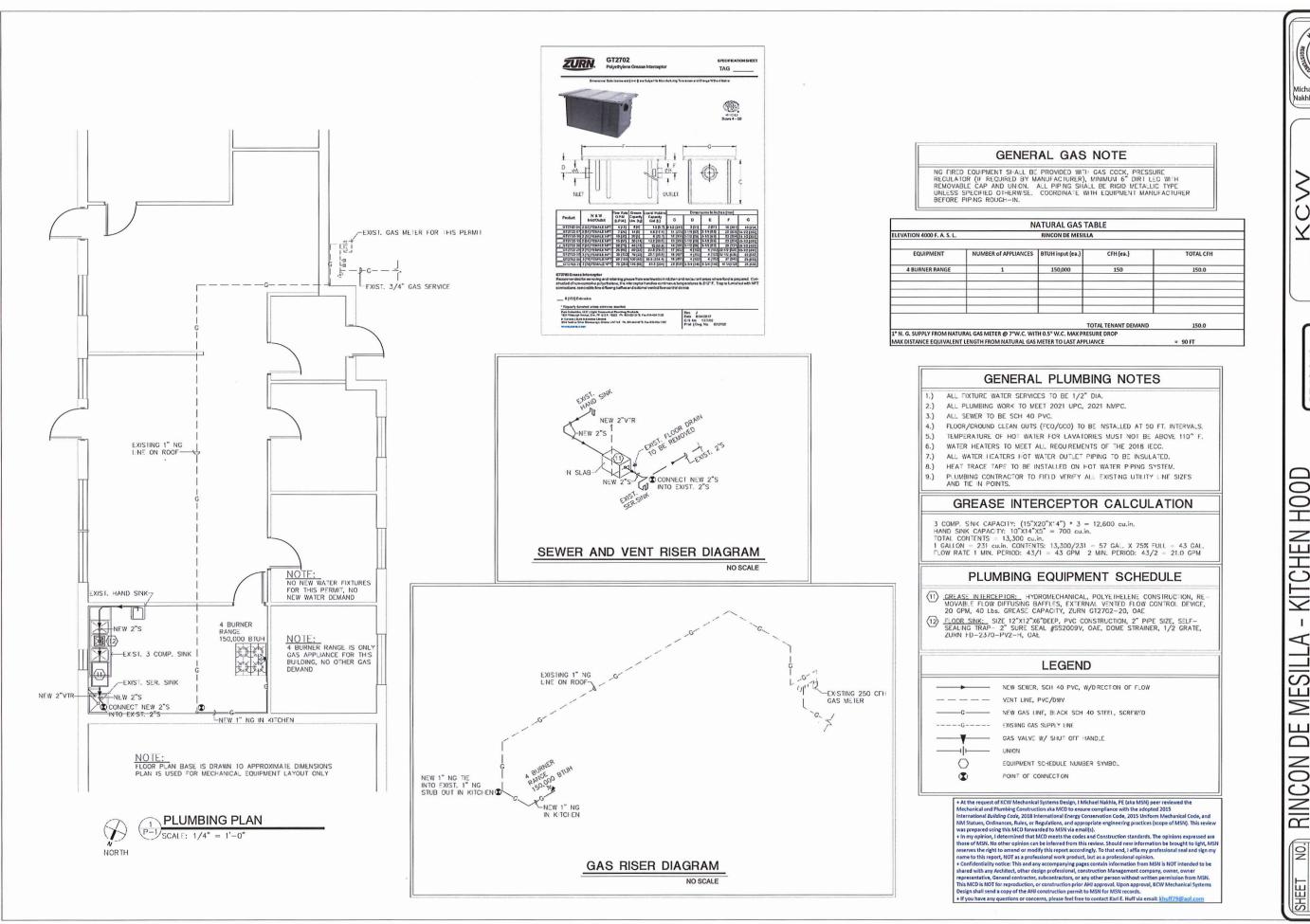
IN WITNESS WHEREOF, the Lessor and Lessee have caused this lease to be executed and sealed, this  $\frac{15^{77}}{24}$  day of  $\frac{282}{24}$ 

LESSOR:	
	,
LESSEE:	









CHEN 88046  $\checkmark$ N.M. 1 MESILLA,  $\triangleleft$  $\overline{\mathcal{S}}$ PLUMBING PLAN 2488 CALLE DE GUADALUPE, Ш  $\geq$ ш NO 0 RIN

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13420 Digitally signed Michael Nathla Date: 2023.02.13 14.29:01-07.07 Michael Nakhla

Mechanica I Systems Design Karl E. Huff, Mechanical Designer 5316 Lone Wolf Ct. Las Cruces, NM 88011

REVISIONS DATE: REV 02-13-23

3

#### GENERAL ELECTRICAL NOTES

- THESE PLANS ARE SCHEMATIC AND DO NOT SNOW THE EXACT LOCATIONS OF EQUIPMENT, CONDUCT ROUTING, ETC. THE CONTRACTOR MUST REFER TO ARCHITECTURAL AND MECHANICAL PLANS AND DETAILS TO OBTAIN COMPLETE INFORMATION.
- ALL CONSTRUCTION SHALL COMPLY WITH THE2017 NEW NEXICO ELECTRICAL AND LOCAL AMENDMENTS.
- WRING WILL COMPLY WITH CONNERCIAL CONSTRUCTION REQUIREMENTS. LE. PVC CONDUIT, ENT, OR CASLE N CONDUIT.
- 4. THE CONTRACTOR MAY INSTALL UP TO 6 CURRENT CARRYING CONDUCTORS IN A CONDUCT. LOADINGS ARE BASED ON THEM INSULATION AND DE--RATINGS FOR TEMPERATURE AND UP TO 6 CONDUCTORS IN A CONDUIT.
- SWITCH, DUTLET, AND CONTROL LOCATIONS SHALL COMPLY WITH THE STATE OF NEW MEXICO REQURRENENTS FOR ACCESSIBILITY. SPECIFICALLY, BOTTOM OF BOXES SHALL BE INSTALLED NO LOWER THAN 15" ADDVE FINISHED FLOOR AND TOP OF BOXES SHALL BE NO HISHER THAN 48" ADOVE FINISHED FLOOR UNLESS NOTED OTHERWISE.
- ALL WRE SIZES ARE GIVEN IN COPPER. CONTRACTOR MAY SUBSTITUTE ALUMINUM OF EQUIVALENT SIZE AND CONDUCT SIZE ACCORDINGLY.
- ALL CIRCUITS CONSIST OF 2# 12 AND # 12 GROUND UNLESS OTHERWISE MOTED.
- CFCI RECEPTACLES SHALL BE READLY ACCESSIBLE IN ORDER TO RESET THEM AFTER THEY ARE TRIPPED, IF THEY CANNOT BE MADE READLY ACCESSIBLE, FEED FROM CFCI EREAKER IN THE PAHELBOARD.
- CONTRACTOR SHALL VERIFY CURRENT REQUIREMENTS FOR ALL COULDWENT LOADS AND ADJUST CONDUCTOR AND BEAKER SIZE IF NECESSARY.
- 10. CONTRACTOR SHALL PROMDE AS-BUILT ELECTRICAL DRAWINGS.
- CONTRACTOR SHALL PROVIDE TYPED PANEL, SCHEDULES THAT ACCURATELY REFLECT AS-BULT CONFIGURATION.

#### SCOPE OF WORK

BASIC SCOPE OF WORK IS TO AOD A RANGE EXHAUST HOOD, LACK OF ADEQUATE BREAKER SPACES CAUSES OTHER ELECTRICAL WORK TO BE REQUIRED. THE EXISTING 100 AMP SERVICE HAS ADEQUATE AMPACITY, BUT THERE ARE NO AVAILABLE BREAKER SPACES. DETAILED LIST OF TASKS IS AS FOLLOWS:

- INSTALL A NEW 60 AMP IMMEDIATELY TO THE RIGHT OF THE EXISTING 100 AMP PANEL.
- RELOCATE THE BRANCH CIRCUIT CONDUITS PRESENTLY OCCUPYING THOSE SPACES INTO THE NEW 60 AMP PANEL
- INSTALL A 2-POLE 60 ANP BREAKER IN THE VACATED BREAKER POSITIONS IN THE 100 AMP PANEL AS A SOURCE FOR THE NEW 60 AMP PANEL
   INSTALL NEW ELECTRICAL LOADS IN THE VACATED
- INSTALL NEW ELECTRICAL LOADS IN THE VACATED SPACES IN THE 100 AMP PANEL OR IN THE NEW 60 AMP PANEL.
- CONNECT THE 1/3 HP EXHAUST FAN AND THE 1/3 HP SUPPLY TO A NEW 20 AMP CIRCUIT TO EITHER THE EXISTING OR NEW PANEL.
- THE WIN SPLIT AR CONDITIONER IN THE RITCHEN IS SUPPLIED FROM THE SUITE TO THE NORTH. RELOCATE THAT CIRCUIT TO ONE OF THE PANELS AT THE RESTAURANT.
- THE CROUT WITH THE WATER HEATER AND OTHER APPLIANCES OCCASIONALLY TRIPS, ADD A DEDICATED CIRCUIT FROM ONE OF THE RESTAURANT PANELS TO THE WATER HEATER.

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PARTIAL FLOOR PLAN

 $SCALE: 1/8^* = 1^*$ 

**C** 1

FAULT CURRENT CALCULATION SOURCE IS 75 KVA TRANSFORMER 250° DISTANCE, EXTENDED BY 4/0 ACSR. FAULT CURRENT AT THE METER THUL BE LESS THAN 10 KA.

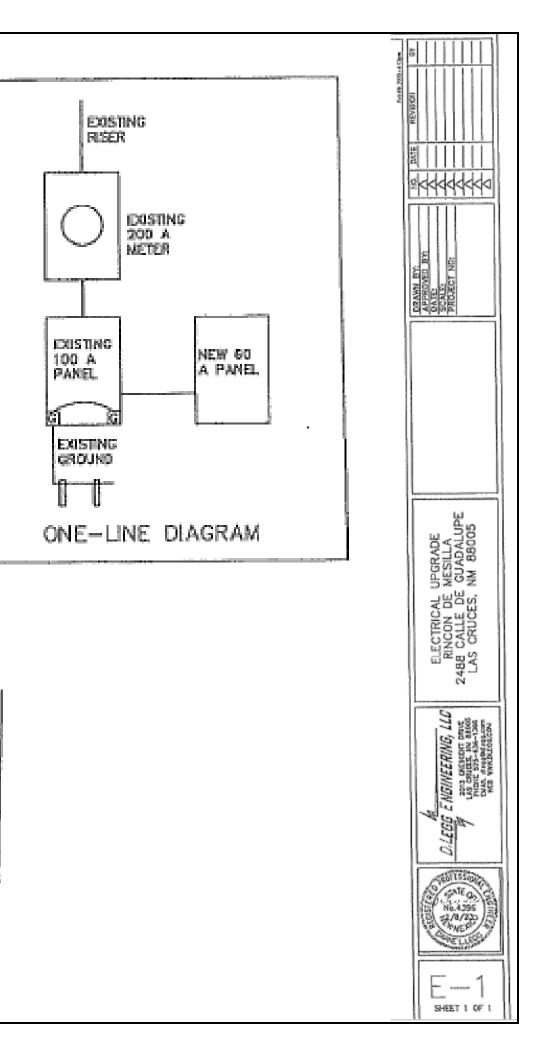
OFFICE LOAD CALCULATION	2N	
830 SF OFFICE © 4.5 VA/SF	3735	
MICROWAVE	1000	YA.
REFRIGERATOR	650	
AIR CONDITIONING	3000	1.11.11.11.1
TOTAL OFFICE CONNECTED LOAD	8385	WA.
TOTAL OFFICE CONNECTED LOAD	35	- A.

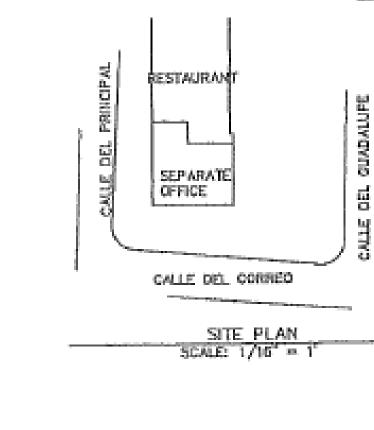
### RESTAURANT LOAD CALCULATION

1500 SF @ 3 VA/SF	ADUU AA
INSTANY WATER HEATER	2000 VA
REFRIGERATOR	650 YA
FREEZER	1000 VA
TOASTER	1500 VA
2. MINI-SPUT	3000 VA
EXHAUST FAN	300 VA
SUPPLY FAN	300 VA
MICROWAVE	12,00 VA
COFFEE MAKER	1500 VA
TOTAL REST. CON. LOAD	15950 VA
65% DEMAND FACTOR	10367 DL
DEMAND LOAD @ 240 V	43 A
GRAND TOTAL CON. LOAD	24335 VA
CRAND TOTAL CON. CON. LOAD	101 A

79 A.

TOTAL DEMAND LOAD





#### **BOARD ACTION FORM**

AGENDA DATE PZHAC: April 3, 2023

BOT:

**ITEM:** <u>PZHAC CASE #061535</u> – 2590 Calle de Colon, submitted by **EXEMPTER 15** to build a 15 x 30-foot pool on property. Zone: **Historical Residential (HR)** 

**BACKGROUND AND ANALYSIS:** Applicant is looking for approval to build a pool at his residence. He has hired DWP construction company to do all the work. Applicant has also gotten letter of approval from El Paso Electric.

#### **IMPACT:**

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

Specific findings of fact:

• Applicant second attempt for approval. Has submitted pool plans as requested

#### **ALTERNATIVES:**

The Planning, Zoning and Historical Appropriateness Commission (PZHAC) may:

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

#### **DEPARTMENT COMMENTS:**

- Engineer drawings of pool and spa, to include plumbing and electrical plans, stamped and signed
- Detail drawings of perimeter barrier around pool to include measurements and gate/latch specs
- If using motorized cover, drawings as well

#### SUPPORTING INFORMATION:

- Application
- El Paso Electric Approval Letter
- FEMA floor record/map
- Site Plan of pool location in backyard
- Supplemental docs on water pump and submergible light specs
- Construction License and NM ID

	PERMISSION TO CONDUCT WORK	0
Ŋ	OR OBTAIN A COMMERCIAL/RESIDENTIAL BUILDING PERMIT FROM CID	-
	2231 Avenida de Mesilla, P.D. Mox 10, Mesilla, MM 88046 (575) 524-3262 ext. 104	5.
CASE NO	0.06 322 ZONE: CODE: APPLICATION DATE:	
Name of Prop		
259	O CALLE DE COLON er's Mailing Address City State Zip Code	
Property Own	ter s maning Address City State Zip Code	
MA	er's E-mail Address	
	EL DAVID PADILLA Name & Address (If none, Indicate Self)	
	303-2415 408950	
	Felephone Number Contractor's Tax ID Number Contractor's License Number	
	roposed Work: 2590 CALLE DE COLON	,
Description of	Proposed Work: INSTALL 15 X30 CUNCRET POOL	9
.650	no transfer 11 0/11/23	
Estimated Co	Dist Signature of Applicant Date Date	
Signature of p		
		and/o ally.
With the exce before issuan	eption of administrative approvals, all permit requests must undergo a review process from staff, PZHAC ice of a zoning permit. Plan sheets are to be no larger than 11 x 17 inches or shall be submitted electronic	
With the exce before issuan	nce of a zoning permit. Plan sheets are to be no larger than 11 x 17 inches or shall be submitted electronic	
With the exce before issuan	Ice of a zoning permit. Plan sheets are to be no larger than 11 x 17 inches or shall be submitted electronic FOR OFFICIAL USE ONLY	
before issuan	Ice of a zoning permit. Plan sheets are to be no larger than 11 x 17 inches or shall be submitted electronic FOR OFFICIAL USE ONLY	
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PZHAC	FOR OFFICIAL USE ONLY      Administrative Approval     Approved Date:     Disapproved Date:     Approved Date:     Approved With conditions	
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- Cross section of walls
- 6.\_\_\_\_ Roof and floor framing plan
- 8. Proof of legal access to the property.
- 9.\_\_\_\_ Drainage plan.

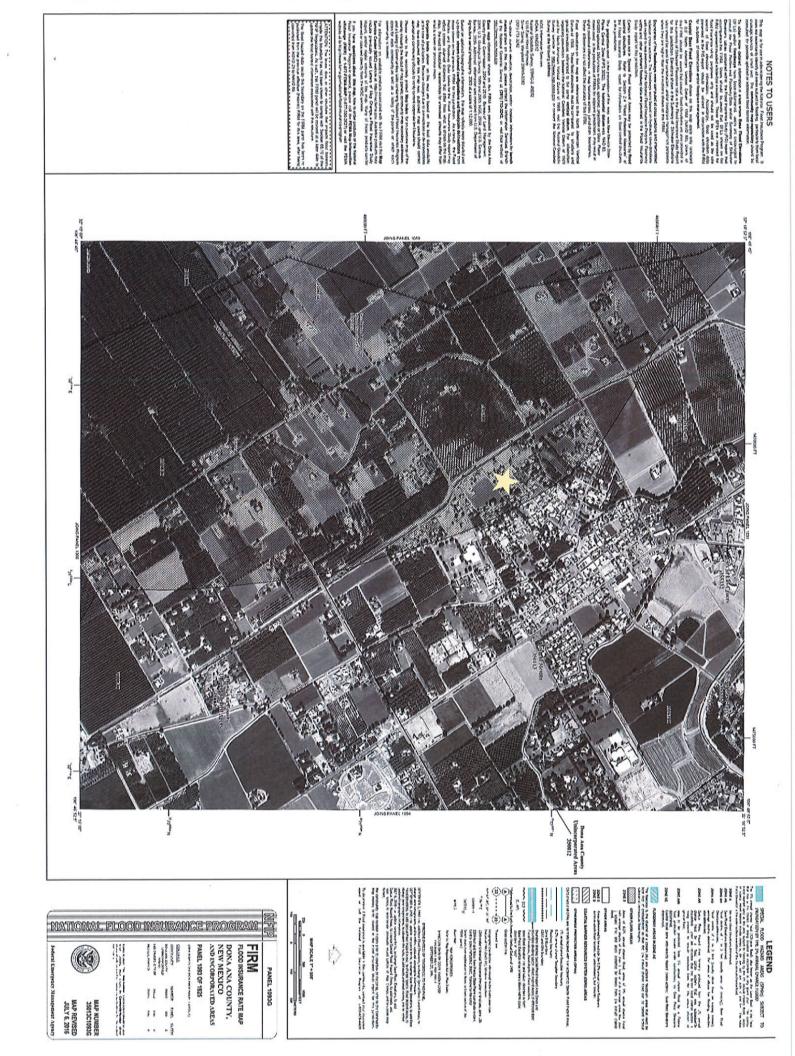
13.

10.\_\_\_\_ Details of architectural style and color scheme (checklist included for Historical zones) - diagrams and elevations.

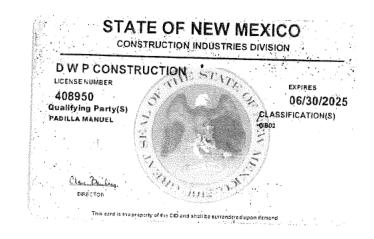
11.\_\_\_\_ Proof of sewer service or a copy of septic tank permit; proof of water service (well permit or statement from the Public Utility providing water services).

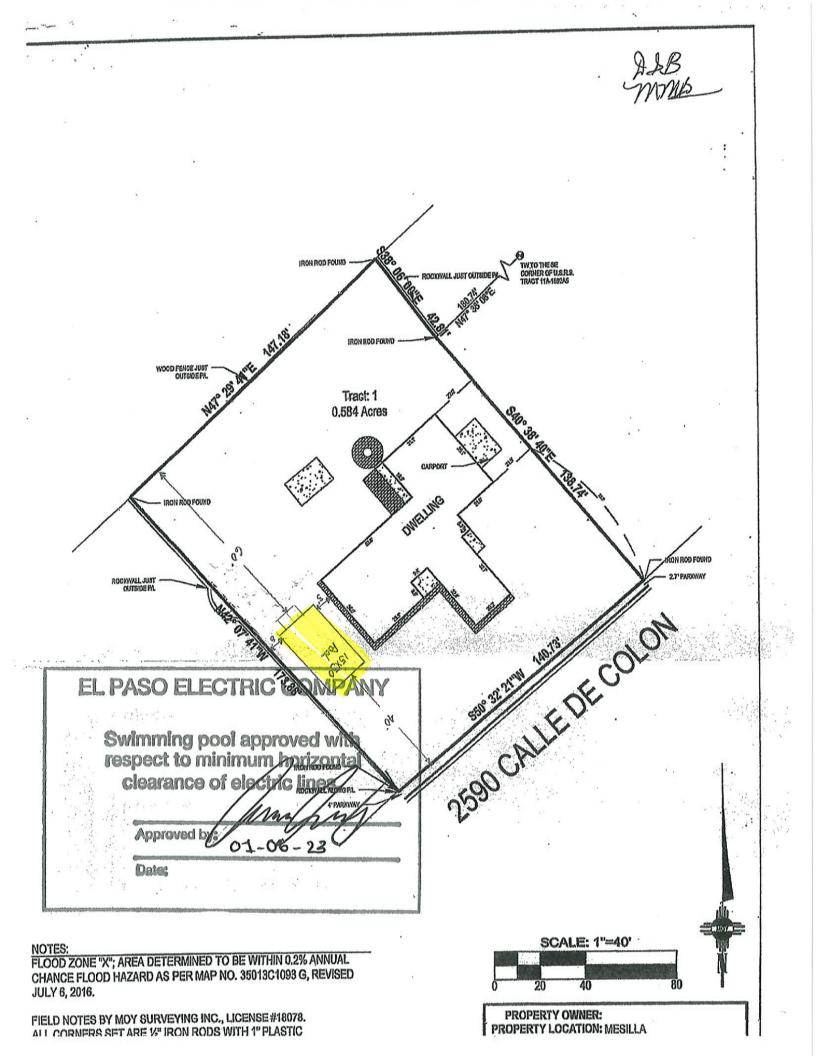
12. X Proof of legal access to the property.

X Other information as necessary or required by the City Code or Community Development Department (See other side.)





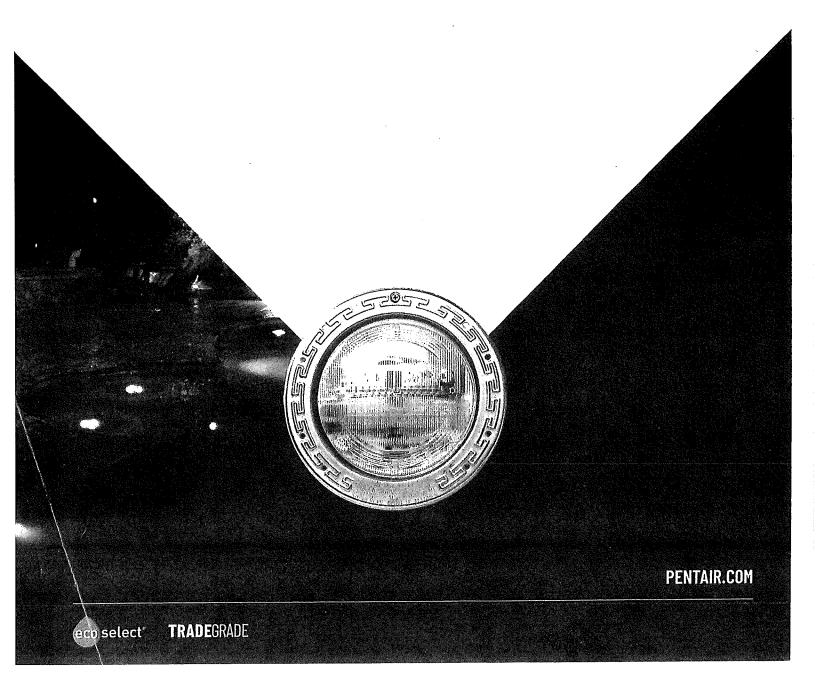






# INTELLIBRITE® 5G UNDERWATER LED LIGHTS

The most efficient underwater LED lighting available.



#### Standard light shows



SAm Mode: Cycles through the color spectrum of the SAm Light



Party Mode: Rapid color changing builds energy and excitement



Romance Mode: Slow transition for a mesmerizing and calming routine



California Sunset Mode: Dramatic transitions of orange, red and magenta tones



American Mode: Patriotic red, white and blue transition



Caribbean Mode: Transitions between a variety of blues and greens



Royal Mode: Cycle that selects only rich, deep tones of color

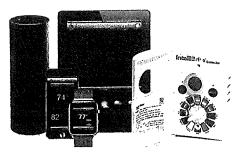
#### **BETTER LIGHT DISPERSION.**

The innovative lens geometry and reflector design of the IntelliBrite 5g Lights provide a choice in positioning based on a pool's shape and layout. The default wide mode is used for lights in the side of pools, while the narrow mode is used for lighting under diving boards and can illuminate the length of the pool. Plus, the IntelliBrite 5g's light beam distribution eliminates "hot spots" and glare.

(2) LED lights

(1) Reflector

(3) Light beam distribution



#### SYNCHRONIZES SEAMLESSLY WITH CONTROL SYSTEMS.

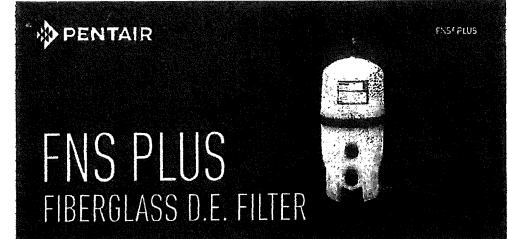
(4) Superior lens

geometry

IntelliBrite 5g Lights easily pair with Pentair Control Systems for superior pool, spa and poolscape equipment automation. In addition, the IntelliBrite Controller offers pool and spa owners without an automation system fast and easy switching to their favorite color modes.



access gates to pool will be self closing & lockable



#### THE FILTER THAT DELIVERS CRYSTAL CLARIFY

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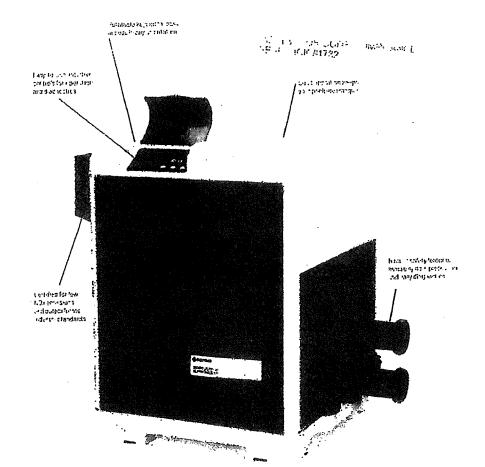
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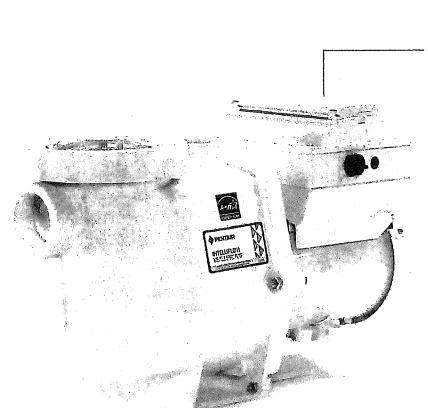
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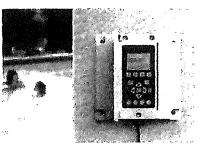




## INTELLIFLO® PUMPS ARE INSTALLED IN MORE POOLS WORLDWIDE THAN ANY OTHER VARIABLE SPEED PUMP.

Reliability and savings, that's why pool builders, retailers and service professionals count on Pentair.





The keypad is rotatable for easy access and has an optional wall mount kit (356904Z) that's sold separately.

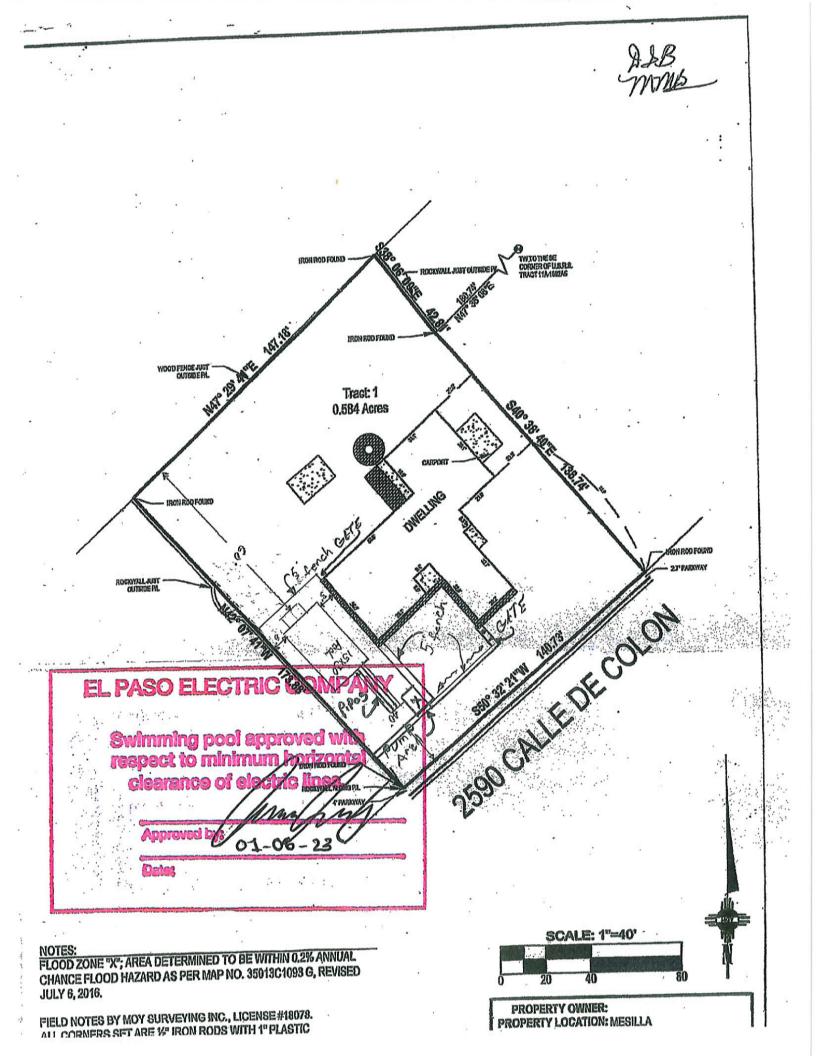
#### THE WORLD'S MOST POPULAR VARIABLE SPEED PUMP IS ALSO MORE VERSATILE.

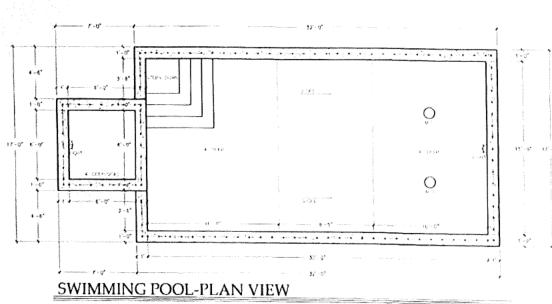
If your pool is in an area that restricts the rate of flow on replacement pumps, the IntelliFlo i1 Pump may be your ideal choice. Its hydraulic design reduces flow rates while providing the significant energy savings you'd expect from a Pentair variable speed pump. The i1 pump also has a maximum rating of 7 amps, which helps make retrofits easier in applications that are limited by existing wire gauge size. Plus, it's just as quiet and reliable as ever.

## i2

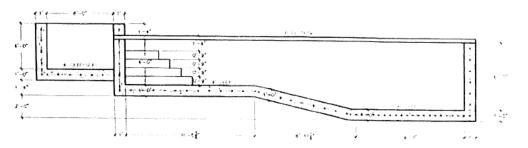
## THE PUMP GIVES YOU ALL THE FEATURES YOU WANT AND THE SMARTER CHOICES YOU NEED.

The IntelliFlo i2 pump provides all the great features that have made our flagship IntelliFlo pumps the best-selling industry standard. But, the IntelliFlo i2 pump is hydraulically engineered to provide maximum performance on a 15-amp breaker. It has a maximum rating of 11.8 amps, which makes retrofits easier in applications that are limited by existing wire gauge size. Energy efficient, automation ready and technologically advanced—now that's a smart choice.

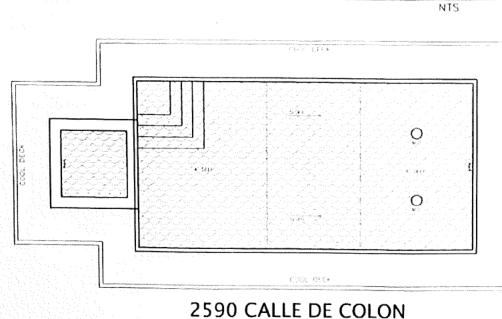




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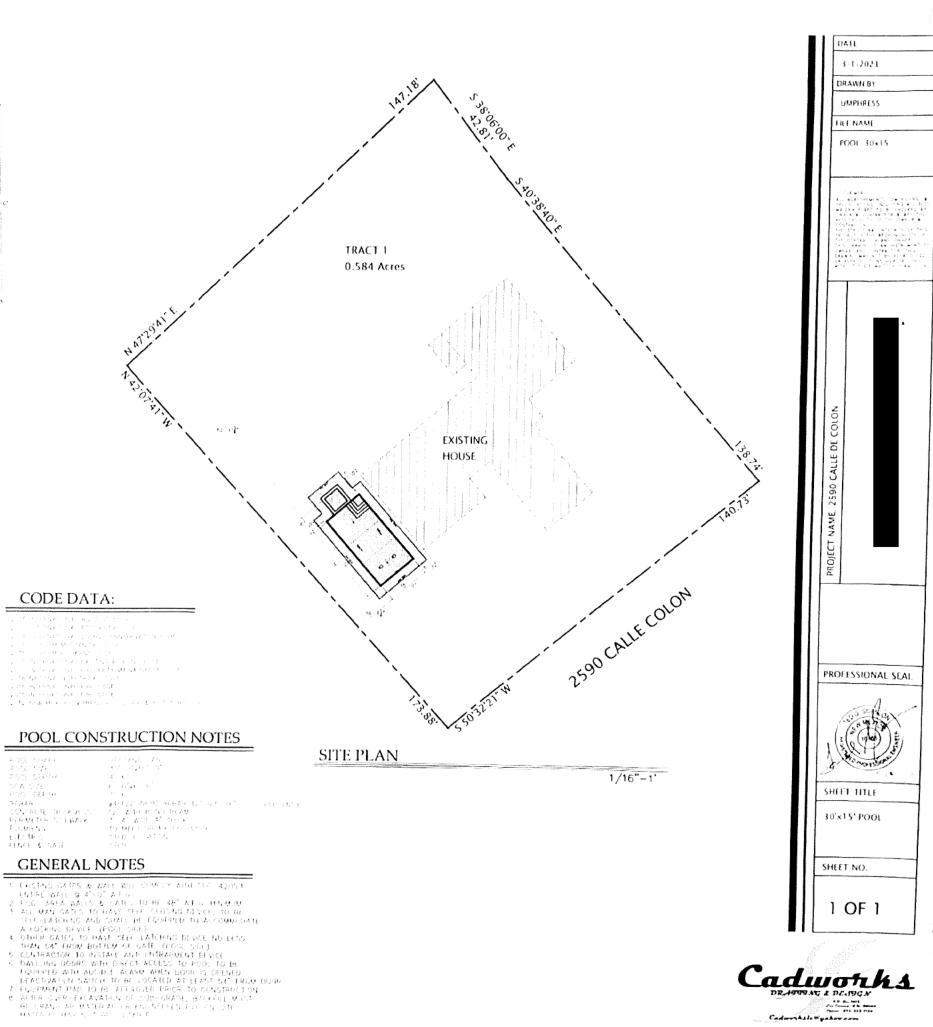


#### SWIMMING POOL-SECTION



MESILLA, NM 88046

**DWP** Construction, LLC Contact: Manuel Padilla Phone: 505-303-2415 Lic# 408950



#### POOL CONSTRUCTION NOTES

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#### GENERAL NOTES

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