



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

MONDAY, APRIL 13, 2026

~ 6:00 P.M.~

AGENDA

- 1. PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL & DETERMINATION OF A QUORUM**
- 3. APPROVAL OF THE AGENDA**
- 4. APPROVAL OF CONSENT AGENDA:** (The Board will be asked to approve by one motion the following items of recurring or routine business. The Consent Agenda is marked with an asterisk *)
 - a) ***BOT MINUTES** – Minutes of BOT, March 23, 2026
 - b) ***PURCHASE REQUISITION:** A-Mountain - Calle de Norte PH.III – \$23,159.96
 - c) ***PURCHASE REQUISITION:** CES - Mesilla Signage - \$30,858.13
 - d) ***PURCHASE REQUISITION:** CES - Public Safety Canopy - \$5,175.93
 - e) ***PURCHASE REQUISITION:** Souder, Miller & Assoc. - Colonias Emergency - \$26,695.72
 - f) ***PURCHASE REQUISITION:** Alpha Southwest – Colonias Emergency - \$79,208.29
- 5. PRESENTATION:**
 - a) **Mesilla Fire Protection Plan – Fire Chief Whited**
- 6. STAFF UPDATES & COMMENTS**
- 7. PUBLIC INPUT ON CASES – The public is invited to address the Board as allowed the chair.**
- 8. NEW BUSINESS**
 - a) **DISCUSSION:** NM 101 Project (Mesilla Only – DOT Community Meeting TBD)
 - b) **APPROVAL:** PZHAC Zoning Case #62109 – 2392 Calle de Parian
 - c) **APPROVAL:** Resolution 2026-20 TPF Participation for McDowell Road
 - d) **APPROVAL:** Resolution 2026-21 TPF Participation for Calle de Colon
 - e) **APPROVAL:** Resolution 2026-22 NMFA Local Solar Access Fund
 - f) **APPROVAL:** Resolution 2026-23 Destination Forward Grant – Fire Truck
 - g) **APPROVAL:** Resolution 2026-24 Destination Forward Grant – Visitors Center Remodel
 - h) **APPROVAL:** Roofcare Estimate – Town Hall Roof Repairs
 - i) **APPROVAL:** DAC FY 2026/2027 Vector Control Agreement
 - j) **APPROVAL:** Comcast Franchise Agreement

- k) **APPROVAL: Ripple Franchise Agreement**
 - l) **DISCUSSION: ICIP Listing & Project Funding**
 - m) **DISCUSSION: Positions & Salary Schedules**
 - n) **DISCUSSION: Budget Work Sessions**
9. **CLOSED EXECUTIVE SESSION:**
- a) **The Governing body will convene in executive closed session pursuant to Section 10-15-1(H)(2) NMSA 1978 for discussion of limited personnel matters, including the appointment, employment, evaluation, discipline, or dismissal of a public employee(s).
– Marshal Department**
 - b) **The Governing body will convene in executive closed session pursuant to Section 10-15-1(H)(7) NMSA 1978 for discussion of matters pertaining to the attorney-client privilege pertaining to threatened or pending litigation.**
10. **PUBLIC INPUT – The public is invited to address the Board as allowed by the chair.**
11. **BOARD OF TRUSTEE COMMITTEE REPORTS**
12. **BOARD OF TRUSTEE COMMENTS**

NOTICE

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

Posted **04.10.2026** online and at the following locations: Town Hall and Visitor’s Center Avenida de Mesilla, Public Safety Building 2670 Calle de Parian, Mesilla Community Center 2251 Calle de Santiago, Lucky’s Food Mart 2290 Avenida de Mesilla, Ristramn 2531 Ave de Mesilla, the U.S. Post Office 2253 Calle de Parian, and Mesilla Park Recreation Center 304 Bell Ave.

****BOT MEETINGS ARE AVAILABLE LIVE ON TOWN OF MESILLA’S YOUTUBE PAGE****



Town of Mesilla, New Mexico

REVISED

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

MONDAY, MARCH 23, 2026

~ 6:00 P.M.~

MINUTES

TRUSTEES:

Russell Hernandez, Mayor
Stephanie Johnson-Burick, Mayor Pro Tem
Biviana Cadena, Trustee
Veronica Garcia, Trustee
Gerard Nevarez, Trustee

STAFF:

Ben Azcarate, Marshal
Lorenzo Astorga, Public Works Director
Greg Whited, Fire Chief
Eddie Salazar, Econ & Com Development Director
Gloria S Maya, Town Clerk/Recorder
Liana Aguirre, Historic Preservation Specialist

PUBLIC:

Eric Walkishaw	Catharine Walkinshaw
Andrea Byran	Richard Knopp
Lori Miller	Van Bullock
Michael Langford	Karrie Porter
Martha Mulvihill	Marcy Toomey
Janice & Bill Cook	Steve & Karen Oberman
Alph Medina	Cesar Huizar
Manny Solis	Trina Witter
Beverly Estrada	Nora Barraza
Crystal Whited	Edith Wyndham
Mary H Ratje	Joe N Chrisman

1. DISCUSSION OF NON-CONFORMING CASES & VARIANCES

Mayor Hernandez opened discussion on Non-Conforming Cases & Variances.

Mr. Salazar commented

Trustee Nevarez commented

Trustee Garcia commented

Trustee Cadena commented

1
2 **2. DISCUSSION OF MESILLA HISTORIC PRESERVATION AND HISTORIC**
3 **PROPERTY DESIGNATIONS**

4 Ms. Aguirre opened discussions on Mesilla Historic Preservation and Historic Property Designations.

5
6 Trustee Cadena commented

7
8 Trustee Nevarez commented

9
10 Mr. Salazar commented

11
12 Trustee Garcia commented
13

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

17 **MONDAY, MARCH 23, 2026**

18 **~ Immediately Following Worksession ~ 7:00 p.m.**

19 **MINUTES**

20 **3. PLEDGE OF ALLEGIANCE**

21 Mayor Hernandez led the Pledge of Allegiance.
22

23 **4. ROLL CALL & DETERMINATION OF A QUORUM**

24 **Roll Call.**

25 **Present:** Mayor Hernandez, Mayor Pro Tem Johnson-Burick, Trustee Cadena, Trustee Garcia,
26 Trustee Nevarez

27
28 **5. APPROVAL OF THE AGENDA**

29 **Motion: To approve agenda, Moved by Trustee Nevarez, Seconded by Trustee Cadena.**
30

31 **Motion passed unanimously**
32

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

36 a) ***BOT MINUTES** – Minutes of BOT, March 9, 2026

37 **Motion: To approve agenda with correction, Moved by Mayor Pro Tem Johnson-Burick,**
38 **Seconded by Trustee Garcia.**

39 **Motion passed unanimously**
40

41 **7. PRESENTATION:**

42 a) **Proclamation: National Public Safety Telecommunications Week**

43 Ms. Gorham and Ms. Murphy (MRVDA) read proclamation for National Public Safety
44 Telecommunications Week.
45

1 Trustee Nevarez commented
2

3 **b) Proclamation: Celebrating 50 Years of Mesilla Elementary School at Its Current**
4 **Location**

5 Mayor Hernandez read proclamation Celebrating 50 Years of Mesilla Elementary School at Its Current
6 Location.
7

8 **8. STAFF UPDATES & COMMENTS**

9 Marshal Azcarate gave a department (Marshal) update.

10 Trustee Garcia commented

11 Trustee Cadena commented
12

13 Fire Chief Whited gave a department (Fire) update.

14 Trustee Garcia commented
15

16 Mr. Astorga gave a department (Public Works) update.

17 Trustee Nevarez commented

18 Trustee Garcia commented
19

20 Mr. Salazar gave a department (Economic Development) update.

21 Trustee Garcia commented
22

23 **9. PUBLIC INPUT ON CASES – The public is invited to address the Board as allowed the**
24 **chair.**

25 **No Public Input**
26

27 **10. NEW BUSINESS**

- 28 a) **APPROVAL: Consideration of a Motion to reconsider action taken on Agenda item**
29 **#7a from the March 9, 2026, Regular Meeting Regarding: PZHAC SIGN #062098 –**
30 **1200 W. University, submitted by Jornada Masonic Lodge. Requesting approval to**
31 **install a sign. ZONE: Single-Family Residential (R1)**

32 Mayor Hernandez reviewed Consideration of a Motion for PZHAC Sign #62098.
33

34 **Motion: To approve Consideration of a Motion to reconsider action taken on Agenda item #7a**
35 **from March 9, 2026, Regular Meeting regarding: PZHAC Sign #062098 – 1200 W University,**
36 **submitted by Jornada Masonic Lodge. Requesting approval to install a sign. ZONE: Single-**
37 **Family Residential (R1), Moved by Mayor Pro Tem Johnson-Burick, Seconded by Trustee**
38 **Garcia.**
39

40 **Roll Call Vote: Motion passed (summary: Yes-4)**

41 Mayor Pro Tem Johnson-Burick Yes

42 Trustee Cadena Yes

43 Trustee Garcia Yes

44 Trustee Nevarez Yes
45

- 46 b) **APPROVAL: Consideration of a Motion to reconsider action taken on Agenda item**
47 **#7f from the March 9, 2026, Regular Meeting Regarding: Resolution 2026-12 –**
48 **Historic Property Registry Designation: 2090 Snow Rd**

49 **Motion: To approve Consideration of a Motion to reconsider action taken on Agenda item #7f**
50 **from March 9, 2026, Regular Meeting regarding: Resolution 2026-12-Hiistoric Property Registry**
51 **Designation: 2090 Snow Road, Moved by Trustee Garcia, Seconded by Trustee Cadena.**
52

53 Mayor Pro Tem Johnson-Burick commented

1 **Roll Call Vote: Motion passed (summary: Yes-4)**

2 Mayor Pro Tem Johnson-Burick Yes

3 Trustee Cadena Yes

4 Trustee Garcia Yes

5 Trustee Nevarez Yes

6
7 **c) APPROVAL: [IF MOTION TO RECONSIDER PASSES]: Reconsideration of**
8 **Agenda item #7a from the March 9, 2026, Regular Meeting Regarding: PZHAC SIGN**
9 **#062098 – 1200 W. University, submitted by Jornada Masonic Lodge. Requesting approval**
10 **to install a sign. ZONE: Single-Family Residential (R1)**

11 Mr. Salazar reviewed reconsideration of a Motion for PZHAC Sign #62098.

12
13 **Motion: To approve reconsideration of item #7a from March 9, 2026, Regular Meeting regarding:**
14 **PZHAC Sign #062098 – 1200 W University, submitted by Jornada Masonic Lodge. Requesting**
15 **approval to install a sign. ZONE: Single-Family Residential (R1), Moved by Trustee Garcia,**
16 **Seconded by Mayor Pro Tem Johnson-Burick.**

17
18 Trustee Garcia commented

19
20 **Roll Call Vote: Motion passed (summary: Yes-4)**

21 Mayor Pro Tem Johnson-Burick Yes

22 Trustee Cadena Yes

23 Trustee Garcia Yes

24 Trustee Nevarez Yes

25
26 **d) APPROVAL: [IF MOTION TO RECONSIDER PASSES]: Reconsideration of**
27 **Agenda item #7f from the March 9, 2026, Regular Meeting Regarding: Resolution**
28 **2026-13 – Historic Property Registry Designation: 2090 Snow Rd**

29 Mr. Salazar reviewed reconsideration of motion for Resolution 2026-13.

30
31 **Motion: To approve reconsideration of agenda item #7of from the March 9, 2026, Regular**
32 **Meeting Regarding: Resolution 2026-13 – Historic Property Registry Designation: 2090 Snow**
33 **Road, Moved by Mayor Pro Tem Johnson-Burick, Seconded by Trustee Garcia.**

34
35 Ms. Aguirre commented

36
37 Trustee Garcia commented

38
39 Mayor Pro Tem Johnson-Burick commented

40
41 **Roll Call Vote: Motion passed (summary: Yes-3; No-1)**

42 Mayor Pro Tem Johnson-Burick Yes

43 Trustee Cadena Yes

44 Trustee Garcia Yes

45 Trustee Nevarez No

46
47 **e) APPROVAL: PZHAC ZONING CASE #062102 – 1705B Tierra de Mesilla,**
48 **submitted by Blanca G Huizar/El Parian de Mesilla. Requesting approval for**
49 **restaurant floor plan. ZONE: Commercial (C).**

50 **Motion: To approve PZHAC Zoning Case #062102 – 1705B Tierra de Mesilla, submitted by**
51 **Blanca G Huizar/El Parian de Mesilla. Requesting approval for restaurant floor plan. ZONE:**
52 **Commercial (C), Moved by Mayor Pro Tem Johnson-Burick, Seconded by Trustee Garcia.**

53

1 Mayor Pro Tem Johnson-Burick commented
2

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

4 Mayor Pro Tem Johnson-Burick Yes

5 Trustee Cadena Yes

6 Trustee Garcia Yes

7 Trustee Nevarez Yes
8

9 **f) APPROVAL: ZONING CASE #062105 -2670 Calle de Parian, requested by the**
10 **Town of Mesilla. Carport on the south end of the Public Safety Building. ZONE:**
11 **Historical Residential (HR).**

12 Mr. Salazar reviewed Zoning Case #062105 – 2670 Calle de Parian.
13

14 **Motion: To approve Zoning Case #062105 – 2670 Calle de Parian, requested by the Town of**
15 **Mesilla. Carport on the south end of the Public Safety Building. ZONE: Historical Residential**
16 **(HR), Moved by Mayor Pro Tem Johnson-Burick, Seconded by Trustee Garcia.**
17

18 Trustee Nevarez commented
19

20 **Roll Call Vote: Motion passed (summary: Yes-4)**

21 Mayor Pro Tem Johnson-Burick Yes

22 Trustee Cadena Yes

23 Trustee Garcia Yes

24 Trustee Nevarez Yes
25

26 **g) APPROVAL: Resolution 2026-19 Budget Adjustment 3RD Quarter**

27 **Motion: To approve Resolution 2026-19 Budget Adjustment 3rd Quarter, Moved by Mayor Pro**
28 **Tem Johnson-Burick, Seconded by Trustee Nevarez.**
29

30 **Roll Call Vote: Motion passed (summary: Yes-4)**

31 Mayor Pro Tem Johnson-Burick Yes

32 Trustee Cadena Yes

33 Trustee Garcia Yes

34 Trustee Nevarez Yes
35

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

37 Mr. Knopp commented
38

39 Mr. Bullock commented
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41 Ms. Witter commented
42

43 Ms. Mulvihill commented
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45 Ms. Estrada commented
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47 Ms. Barraza commented
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49 Ms. Toomey commented
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51 **12. BOARD OF TRUSTEE COMMITTEE REPORTS**

52 Trustee Nevarez: met with NMSU faculty member

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Trustee Garcia: MPO meeting, SCTR meeting on Wednesday
Trustee Cadena: John Paul Taylor meeting, SCRTD meeting Wednesday
Mayor Pro Tem Johnson-Burick: MPO meeting, MPO meeting April 8th
Mayor Hernandez: none

13. BOARD OF TRUSTEE COMMENTS

Trustee Garcia commented
Mayor Hernandez commented

14. ADJOURNMENT

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

MEETING ADJOURNED AT 8:17 P.M.

APPROVED THIS 13th DAY OF APRIL, 2026.

Russell Hernandez
Mayor

ATTEST:

Gloria S. Maya
Town Clerk/Treasurer

****BOT MEETINGS ARE AVAILABLE LIVE ON TOWN OF MESILLA'S YOUTUBE PAGE****

Town of Mesilla Purchase Requisition



DATE: 3.24.26

Requesting: (Please select one)

Check Purchase Order

QTY	FUND CODE	DESCRIPTION	UNIT PRICE	LINE TOTAL
		LP10057- CALLE NORTE PH.III		
	35-535-3594	EXTENSION OF WALL		\$21,456.33
		INCLUDES MOBILIZATION, EXTENDING THE WALL 2.5 FT. AND RESETTING RAILING		
	35-535-3594	NMGRT 7.94%		\$1,703.63

FUND CODE 35-535-3594	AMT from FUND \$23,159.96	FUND AMT Remaining \$0.00	SUBTOTAL	\$21,456.33
FUND CODE	AMT from FUND	FUND AMT Remaining	SALES TAX	\$1,703.63
FUND CODE	AMT from FUND	FUND AMT Remaining	TOTAL	\$23,159.96

VENDOR NAME	A-MOUNTAIN
ADDRESS	
PHONE #	
AP ONLY:	W9 COMPLETE YES <input type="checkbox"/> NO <input type="checkbox"/>

REQUESTED BY BRIANA GOMEZ	DATE 3.24.26
AUTHORIZED BY <i>Gloria Smay</i>	DATE 03.24.2026



March 20, 2026

Project Name: Mesilla Lateral Wall Extension
Project Location: Calle De Norte
Submitted to: Town of Mesilla

Proposal No. 26-024

A Mountain Construction is please to submit this proposal for the above referenced project. With respect and confidentiality, we propose to furnish all labor, material, equipment and tools necessary to complete this project. Any alteration or deviation from drawings or specifications involving extra costs will be executed only upon a written/change order from A Mountain and will become an **extra cost** over and above this proposal. All agreements contingent upon strikes, accidents or delays beyond our control will not hold A Mountain liable.

All material is guaranteed to be as specified in the specifications. The work is to be performed in applicable accordance with the drawings and specifications as well as any subsequent Addenda () submitted and shall meet all governing standards. The scope of work shall be completed in a substantial workmanlike manner.

No.	Description	UO M	QTY	Unit Price	Total Price
BASE Bid					
1	Extension of Wall: This includes Mobilization, extending the wall 2.5feet and resetting railing	LS	1	1	\$21,456.33
	NM GRT: 7.94%				\$1,703.63
<u>1Total base bid in the sum of Twenty three thousand one hundred fifty nine dollars and 98/100 cents</u>					Total: \$ 23,159.98

Exclusions:, Surveying/Engineering, SWPPP, Erosion Control, Impact & Permit Fees, Material Assurance Testing, landscape, traffic control Striping and signage.

(Herein A.M.-A Mountain Construction)

General Notes: **1)** All invoices shall be paid in full within 10 calendar days of receipt of invoice or work completed depending on the status of each project/work performed, any outstanding balance shall incur a 5% penalty for every day. **2)** One mobilization for each line item is incorporated in the set price above. **3)** \$2,500.00 shall be accessed accordingly for every mobilization resulting in the fault of other than A.M. (i.e. Owner scheduling, sub-contractor, etc.).


Prepared by: Chris Spedalieri

Approved by: Bobby Spedalieri/Owner

All proposals will be honored for a period of 30 days, any extensions approved are subject to a price increase

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. A Mountain Construction is here by authorized to do the work as specified and payments will be made as noted.

Accepted by:  Title: Mayor Date: 03/23/2026

Lic # 85717 - DOL # 01969320110727 - FEIN # 80-0121479



2504r
12/8/00d

Town of Mesilla Purchase Requisition



Requesting: (Please select one)

Check

Purchase Order

DATE: 4/02/2026

QTY	FUND CODE	DESCRIPTION	UNIT PRICE	LINE TOTAL
		Pay from PO 10-466		
	35-535-3590	PSB Canopy(permits,& general conditions)		\$3,194.90
	10-505-2230	Bond & Tax		\$1,981.03

FUND CODE 35-535-3590	AMT from FUND \$ 3,194.90	FUND AMT Remaining \$ 51,189.01	SUBTOTAL	\$3,194.90
FUND CODE 10-505-2230	AMT from FUND \$ 1,981.03	FUND AMT Remaining —	SALES TAX	\$1,981.03
FUND CODE	AMT from FUND	FUND AMT Remaining	TOTAL	\$5,175.93

VENDOR NAME	CES
ADDRESS	
PHONE #	
AP ONLY:	W9 COMPLETE YES <input type="checkbox"/> NO <input type="checkbox"/>

REQUESTED BY Briana Gomez	DATE 4/02/26
AUTHORIZED BY <i>Dora Brays</i>	DATE 04-02-2026

**TOWN OF MESILLA
"PARKING CANOPY"**

MILESTONE CONSTRUCTION LLC - APPLICATION FOR PAYMENT

APPLICATION NUMBER: ONE
 APPLICATION DATE: 3/31/2026
 PERIOD TO: 3/31/2026
 PROJECT NO: CES PO# 2026-1970
 T.O.M. PO# 10-466

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D FROM PREVIOUS APPLICATION (D+E+F)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % COMPLETE	I BALANCE TO FINISH (C-G)
1	GENERAL CONDITIONS	\$3,596.14	-	\$ 359.61	\$ -	\$ 359.61	10%	3,236.53
2	PLANS & PERMIT	\$2,835.29	-	\$ 2,835.29	\$ -	\$ 2,835.29	100%	0.00
3	CONCRETE FOOTINGS	\$10,690.85	-	\$ -	\$ -	\$ -	0%	10,690.85
4	STRUCTURAL STEEL	\$25,751.68	-	\$ -	\$ -	\$ -	0%	25,751.68
5	ROOF AND TRIM	\$8,946.76	-	\$ -	\$ -	\$ -	0%	8,946.76
6	PAINT	\$2,191.49	-	\$ -	\$ -	\$ -	0%	2,191.49
8	BOND @ 3%	\$1,620.37	-	\$ 1,620.37	\$ -	\$ 1,620.37	100%	0.00
9	TAX @ 7.49%	\$4,166.88	-	\$ 360.66	\$ -	\$ 360.66	9%	3,806.22
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE INCLUDING NMGR	FROM PREVIOUS APPLICATION (D+E+F) WORK	THIS PERIOD COMPLETE	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% COMPLETE	BALANCE TO FINISH (C-G)
	TOTAL ALL PAGES	\$59,799.46	0.00	5,175.93	0.00	5,175.93	9%	54,623.53

Amount Due to CES ----- \$5,175.93

Owner: Town of Mesilla

Contractor: Milestone Construction LLC

By: *Marcos P. Ramirez* Date: 03/31/2026

By: *B. J. Amey* Date: 4/2/2026



NMRLD

NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Clay Bailey, Director

POST IN A CONSPICUOUS PLACE

NOTICE

PERMIT NO: GENC_20263411958

**HAS BEEN ISSUED FOR THIS CONSTRUCTION BY
THE STATE OF NEW MEXICO
REGULATION AND LICENSING DEPARTMENT
CONSTRUCTION INDUSTRIES DIVISION
GENERAL CONSTRUCTION BUREAU**

JOB SITE ADDRESS 2670 Calle De Parian, Mesilla, New Mexico, USA		Issued:	04/1/2026
		Occupancy:	U
PROPERTY OWNER Town of Mesilla		Types of Construction:	IIB
		Square Footage:	3252
CONTRACTOR	MILESTONE CONSTRUCTION LLC	Valuation:	
PHONE NUMBER:	575-642-1560	Total Fees:	90.00
INSPECTOR: Tom Maese			
INSPECTOR NUMBER: 575-639-2993			
SCOPE OF WORK:			
> General Building			
DESCRIPTION OF WORK:			
Parking Canopy metal structure			

This is General Construction Permit and does not cover electrical or mechanical permit requirements for the State of New Mexico.

Notice: it is the responsibility of the permit holder to call for the required inspections in advance. Please wait for the inspector to perform the inspection.

Notice: every permit issued by cid will expire and be voided if the work authorized by such permit is not commenced Within 180 days from the date such permit was issued.

To schedule an inspection please contact our call center at 505-222-9813 or 1-877-243-0979.
CID.inspection@rld.nm.gov. If by email you must include permit number, site address, contact name and phone number. The email submission is an easy, efficient method for requesting inspections. Upon receipt of emailed inspection request, a confirmation email will be sent to the requestor

Record of Inspection:

	GENERAL BUILDING		ELECTRICAL		MECHANICAL
DATE	PURPOSE	DATE	PURPOSE	DATE	PURPOSE



O's Architects
 ARCHITECTURE + PLANNING
 5800 CHARISMA TRAIL
 LAS CRUCES, NM 88012

Phone: (575) 940-8233
 Email: osarchitects@aol.com

CONTRACTOR SHALL VERIFY EXISTING OVERALL DIMENSIONS FOR CONFORMANCE WITH PERMITS AND RECORD DRAWINGS. CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES.
 ALL EXISTING ELEMENTS AND STRUCTURE SHOWN ARE FOR ILLUSTRATION ONLY. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF EXISTING ELEMENTS AT SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.



C-3-18-2026

PROJECT TITLE

**PARKING LOT
 SHADE CANOPY**

ADDRESS
 3825 CALLE DE PARRAH
 LAS CRUCES, NM 88001

PROJECT NO. 18612-28

NO. DATE REVISION

NO.	DATE	REVISION
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SHEET TITLE

**ELEVATIONS /
 SECTION**

FILE NAME: 18612-28-SECTION

ISSUE: PERMIT

DATE: MARCH 2025

DRAWN BY: WBD

CHECKED BY: WBD

OWNER'S APPROVAL

THE ARCHITECT HAS PREPARED THESE DRAWINGS AND SPECIFICATIONS IN ACCORDANCE WITH THE PROFESSIONAL SEAL AND CODES OF ETHICS AND STANDARDS OF PRACTICE OF ARCHITECTS.

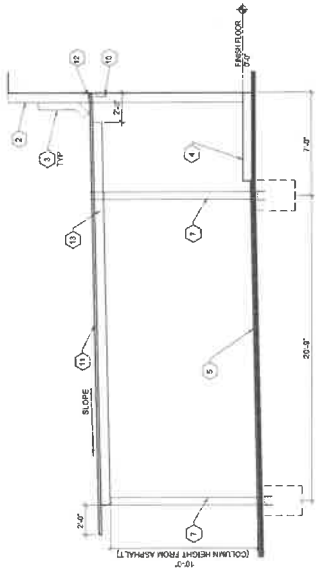
SHEET NO. **A102**

GENERAL NOTES

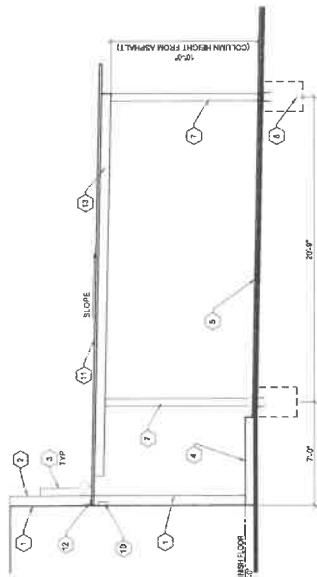
- DIMENSIONS TO EXISTING WALLS ARE TO FACE OF DIMENSIONS TO NEW WALLS ARE TO CENTER OF COLUMN BEAM.
- CONTRACTOR SHALL VERIFY EXISTING OVERALL DIMENSIONS FOR CONFORMANCE WITH PERMITS AND RECORD DRAWINGS.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING CONDITIONS PRIOR TO START OF CONSTRUCTION AND NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES.
- ALL EXISTING ELEMENTS AND STRUCTURE SHOWN ARE FOR ILLUSTRATION ONLY. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF EXISTING ELEMENTS AT SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

KEYED NOTES

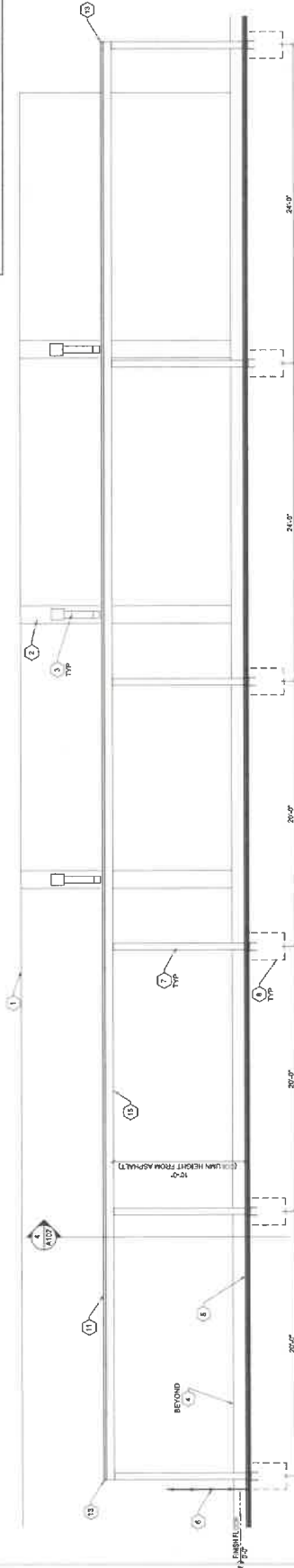
- EXISTING BUILDING WALL TO REMAIN - TYP. SEE SCHEDULE
- EXISTING STRUCTURAL PLASTER TO REMAIN - TYP. SEE SCHEDULE
- EXISTING DOWNPOUS - MODIFIED TO TOP OF NEW ROOF - SEE FLOOR PLAN ON A101
- EXISTING CONCRETE SIDEWALK - REPAIR DAMAGED AREA
- EXISTING ASPHALT PAVEMENT - PATCH AFFECTED AREA
- EXISTING CHAIN LINK FENCING TO REMAIN
- NEW STEEL COLUMN - SEE STRUCTURAL DRAWING ON SHEET S101
- NEW FOOTING - SEE STRUCTURAL DRAWING ON SHEET S101
- NOT USED
- EXISTING EXTERIOR LIGHT FIXTURE TO REMAIN
- CONCRETE METAL ROOFING - MATCH EXISTING PORCH ROOF - INSTALL PER MANUFACTURER'S SPECS
- PROVIDE METAL FLASHING AT WALL ROOFING. PROVIDE 1" MINIMUM GAP BETWEEN EXISTING WALL AND NEW ROOF
- END GAP TO MATCH EXISTING PORCH ROOF
- EXISTING METAL ROOFING TO REMAIN - MATCH EXISTING PORCH ROOF
- STEEL TO CHANNEL MEMBERS - SEE FRAMING ON SHEET S101



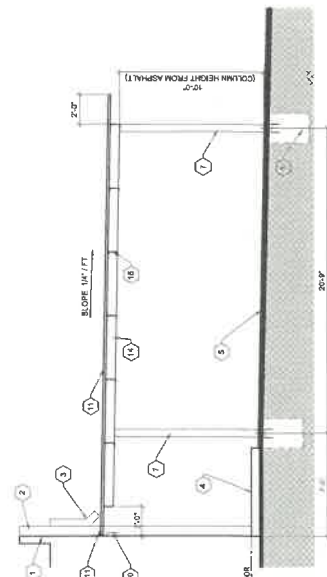
2 RIGHT SIDE ELEVATION
 SCALE: 1/4" = 1'-0"



1 LEFT SIDE ELEVATION
 SCALE: 1/4" = 1'-0"



3 FRONT ELEVATION
 SCALE: 1/4" = 1'-0"



4 SECTION
 SCALE: 1/4" = 1'-0"

REVIEWED FOR CODE COMPLIANCE
 BY: ORLANDO GARCIA
 LICENSE NO. 18612-28
 STATE OF NEW MEXICO
 CONSTRUCTION INDUSTRIES DIVISION
 GENERAL BUILDING BUREAU
www.dli.dem.gov

NOTICE!
 THE APPROVED PLANS MUST BE AT THE JOB SITE AT ALL TIMES DURING CONSTRUCTION.

OS ARCHITECTS EXPRESSLY RESERVES ITS CONSOLE LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE DRAWINGS AND SPECIFICATIONS. THESE DOCUMENTS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WITHOUT FIRST OBTAINING THE WRITTEN PERMISSION AND CONSENT OF OS ARCHITECTS.

Town of Mesilla Purchase Requisition



Requesting: (Please select one)

Check

Purchase Order

DATE: 4/08/26

QTY	FUND CODE	DESCRIPTION	UNIT PRICE	LINE TOTAL
		Create a PO		
		Souder, Miller & Associates		
	35-535-3620	Construction Observation for well rehab		\$24,732.00
	35-535-3620	NMGRT		\$1,943.71
	23-510-2253	Overage		\$20.01

FUND CODE 35-535-3620	AMT from FUND \$26,675.71	FUND AMT Remaining \$79,208.29	SUBTOTAL	\$24,732
FUND CODE	AMT from FUND	FUND AMT Remaining	SALES TAX	\$1,963.72
FUND CODE	AMT from FUND	FUND AMT Remaining	TOTAL	\$26,695.72

VENDOR NAME	Souder, Miller
ADDRESS	
PHONE #	
AP ONLY:	W9 COMPLETE YES <input type="checkbox"/> NO <input type="checkbox"/>

REQUESTED BY Briana Gomez	DATE 4/8/26
AUTHORIZED BY <i>Dora Bruma</i>	DATE 04.08.2026



TOWN OF MESILLA
 2231 AVENIDA DE MESILLA
 PO Box 10
 Mesilla, NM 88046
 (575) 524-3262

PURCHASE ORDER

PO Number: 10-480 **Date:** 04/08/2026
Request #: **Vendor #:** 01-2229
 10-500

ISSUED TO:

SOUDER, MILLER & ASSOCIATES
 3500 SEDONA HILLS PARKWAY
 LAS CRUCES, NM 88011

SHIP TO:

TOWN OF MESILLA - TOWN HALL
 2231 AVENIDA DE MESILLA
 MESILLA, NEW MEXICO 88046

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJECT	PRICE	AMOUNT
1	0.00	CONSTRUCTION OBVERSATION	35 -535-3620		0.00	24,732.00
2	0.00	NMGRT	35 -535-3620		0.00	1,943.71
3	0.00	CONSTRUCTION OVERAGE	23 -510-2253		0.00	20.01
CIF-6982 COLONIAS EMERGENCY FUNDING- CONSTRUCTION OBSERVATION FOR WELL REHAB						

Approvals:

* Taxable Item

SUBTOTAL	
TOTAL TAX	26,695.72
TOTAL	0.00
	26,695.72

Clerk / Treasurer:

Gloria Smaya

Date:

04.08.2026

- Original invoice plus one copy must be sent to:
 Town of Mesilla, Accounts Payable Dept, 2231 Avenida De Mesilla, PO Box 10, Mesilla, NM 88046.
- Purchase Order numbers must appear on all packages, packing slips and invoices.

Summary of Cost Proposal

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

Project Description: Construction Admin for Well Rehab
Project Number:
Owner: Town of Mesilla
Date of Submittal: January 5, 2026
Tax Rate on Services: 7.9400%

TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
Construction Observation	\$24,732.00	\$1,963.72	\$26,695.72
TOTALS	\$24,732.00	\$1,963.72	\$26,695.72

\$20.01 - 23-910-2253

EXHIBIT C.2 - COST PROPOSAL

**Souder, Miller, & Associates
Professional Services and Expenses Task/Hours/Fee Breakdown Related To
CONSTRUCTION PHASE - BASIC ENGINEERING SERVICES**

Project Description: Construction Admin for Well Rehab

Project Number: Town of Mealla

Owner: January 5, 2026

Date of Submittal: 7.9409%

Tax Rate on Serv/cons: Note: Figures in this table do not include tax.

Job Description	Principal Eng./Srv		Senior Eng./Srv		Staff EIT/LSIT Scl. III		Staff EIT/LSIT Scl. II		Eng/CAD Surf/Field Tech IV		Eng/CAD Surf/Field Tech VI		Eng/CAD Surf/Field Tech III		Eng/CAD Surf/Field Observer IV		Project Fin./Mgr. Asst. II		GPS		mileage		Expenses		Per Diem (Part Day)		Per Diem (Full Day)		Total SMA		Sub Contracts		Total Task					
	Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	MI	Actual	Days	Days	Days	Days	\$	\$	\$	\$	\$	\$						
Billing Rate per Unit	\$	250	\$	185	\$	145	\$	135	\$	120	\$	150	\$	105	\$	130	\$	100	\$	30	\$	0.70	\$	1	\$	60	\$	220	\$	-	\$	-	\$	-				
Task																																						
Construction Observation																																						
Number of Visits = 18																																						
Hours per Visit = 10																																						
Subtotal Cost:	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	252	\$	-	\$	1,080	\$	-	\$	24,732	\$	-	\$	24,732	\$	-	\$	24,732
Total Cost of Construction Phase Services: \$ 24,732																																						

Town of Mesilla Purchase Requisition



Requesting: (Please select one)

Check

Purchase Order

DATE: 4/08/26

QTY	FUND CODE	DESCRIPTION	UNIT PRICE	LINE TOTAL
		Create a PO		
		Alpha Southwest		
	35-535-3620	Mobilization		\$1,564.77
	35-535-3620	Remove Fill		\$8,049.07
		Brush Well		\$8,049.07
		Furnish new Equipment		\$49,924.00
		Install new Equipment		\$10,056.62
		Demobilize		\$1,564.77

FUND CODE 35-535-3620	AMT from FUND \$79,208.29	FUND AMT Remaining \$0.00	SUBTOTAL	\$79,208.29
FUND CODE	AMT from FUND	FUND AMT Remaining	SALES TAX	
FUND CODE	AMT from FUND	FUND AMT Remaining	TOTAL	\$79,208.29

VENDOR NAME	Alpha Southwest
ADDRESS	
PHONE #	
AP ONLY:	W9 COMPLETE YES <input type="checkbox"/> NO <input type="checkbox"/>

REQUESTED BY Briana Gomez	DATE 4/8/26
AUTHORIZED BY <i>Glenn Smaya</i>	DATE 04.08.2026



TOWN OF MESILLA
 2231 AVENIDA DE MESILLA
 PO Box 10
 Mesilla, NM 88046
 (575) 524-3262

PURCHASE ORDER

PO Number: 10-479 **Date:** 04/08/2026
Request # : **Vendor # :**
 10-499 01-1455

ISSUED TO:

ALPHA SOUTHWEST AN IMPEL COPAN
 11105 DYER ST
 EL PASO, TX 79934

SHIP TO:

TOWN OF MESILLA - TOWN HALL
 2231 AVENIDA DE MESILLA
 MESILLA, NEW MEXICO 88046

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJECT	PRICE	AMOUNT
1	0.00	MOBILIZATION, ECT CIF-6982 COLONIAS EMERGENCY- MOBILIZATION, REMOVE FILL, BRUSH WELL, FURNISH NEW EQUIPMENT, INSTALL NEW EQUIPMENT, AND DEMOBILIZE	35 -535-3620		0.00	79,208.29

Approvals:

Gloria Smaya

Date: 04.08.2026

* Taxable Item

SUBTOTAL	
TOTAL TAX	79,208.29
TOTAL	0.00

Clerk / Treasurer:

79,208.29

- Original invoice plus one copy must be sent to:
Town of Mesilla, Accounts Payable Dept, 2231 Avenida De Mesilla, PO Box 10, Mesilla, NM 88046.
- Purchase Order numbers must appear on all packages, packing slips and invoices.



Alpha Southwest an Impel Company
 11105 Dyer St
 El Paso, TX 79934

Customer:	Town of Mesilla
Attn:	Lorenzo Astorga
ASW Job #:	ETX2533
Customer PO #:	PENDING

Proposal

Proposal #	ETX2533-2
Proposal Date	1/7/2026
Proposed By	RH
Max Lead Time	6 WEEKS ARO

Description of work or materials provided:	Line Item	Class	Quantity	Price Ea.	Total
Mobilization	1	L	1	\$ 1,564.77	\$ 1,564.77
Remove Fill	2	L	1	\$ 8,049.07	\$ 8,049.07
Brush Well	3	L	1	\$ 8,049.07	\$ 8,049.07
Furnish New Equipment	4	M	1	\$ 49,924.00	\$ 49,924.00
6" 60 HP 475GPM 7Stage Pump Grundfos					\$ -
6" 60 HP 460V 3PH 316 SS Motor					\$ -
6" x 12" Nipple 304SS					\$ -
6" PVC Coupling SS					\$ -
2/3 Flat Jacket 1000' With Sub Cable					\$ -
Wire Splice Kit #2 AWG					\$ -
Black T&C Pipe 6" x 21' SCH40 - 588 ft					\$ -
6" Check Valve Iron w/Plug					\$ -
6" x 12" Black Nipple 1/Box					\$ -
6" Black Tee 1/Box					\$ -
6" Black Cored Black					\$ -
Install New Equipment	5	L	1	\$ 10,056.62	\$ 10,056.62
Demobilize	6	L	1	\$ 1,564.77	\$ 1,564.77
	7				\$ -
	8				\$ -
	9				\$ -
	10				\$ -
	11				\$ -
	12				\$ -
	13				\$ -
	14				\$ -
	15				\$ -
	16				\$ -
	17				\$ -
	18				\$ -
	19				\$ -
	20				\$ -
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	29				\$ -
	30				\$ -
	31				\$ -
	32				\$ -
	33				\$ -
	34				\$ -
	35				\$ -
	36				\$ -
	37				\$ -
	38				\$ -
	39				\$ -
	40				\$ -
	41				\$ -
	42				\$ -
The total price stated above is subject to change if the scope of work and/or quantities are altered or increased. Pricing is not guaranteed and is subject to change without notice due to cost increases, tariffs, or other government actions. Actual prices will be provided at time of order/delivery (invoice, etc.).					\$ 79,208.29

Signature Rogelio Hernandez
 Phone # 915-539-8074
 Email roger@alphasw.com



**Town of Mesilla
Fire Protection
Plan**

- Prepared by: Fire Chief Gregory E. Whited
- Mesilla Fire Rescue

1

Purpose of This Plan

- Overview: • - Overview of fire protection
- Identify: • - Identify capabilities and gaps
- Outline: • - Outline improvements
- Reinforce: • - Reinforce safety commitment

2

Communication and Responsibility



- - Fire protection systems are complex
- - Not all components are visible day-to-day
- - Responsibility includes clear communication
- - Commitment to improved transparency

3

Mission

- - Life safety first
- - Incident stabilization
- - Property conservation
 - Historic conservation
- - Regional support

Mission of the Mesilla Fire Department
 Deliver reliable, professional emergency services to Mesilla and our neighboring communities through readiness, prevention, rapid response, and solid support after the incident.

4



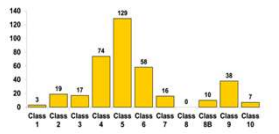
Department Response Overview

5

Department Overview

- - Combination staffing
- - Increasing call volume
- - EMS expansion
- - Regional response

Insurance Service Organization
 - Grades Fire Departments on a 1 to 10 scale
 1 is the best, 10 means no fire protection
 - ISO score affects NM State Fire Funding and your fire insurance rates
- Mesilla Fire is an ISO 4



Class	Count
Class 1	3
Class 2	19
Class 3	17
Class 4	74
Class 5	120
Class 6	58
Class 7	16
Class 8	9
Class 9	10
Class 10	7

6

Fire Response Evolution (Then vs Now)

Category	50 years ago	4 years ago	Today (Auto aid)
Staffing model	100% volunteer	Primarily volunteer	Combination
Response start	From home/work (in town)	From home/work (from mostly out of town)	On-duty + regional units + volunteers
Daytime coverage	Limited	Limited	Significantly improved
Dispatch model	Local only	Local + delayed mutual aid	Closest units
First unit arrival	Variable often delayed	Often delayed	Faster/consistent
Initial Staffing	Minimal	Limited	Multiple units on initial dispatch
Fireground support	Built slowly	Delayed	Immediate
Reliability	Dependent on availability	Inconsistent	Predictable and dependable

7

Response Model – 50 Years Ago



8

Response model prior to Auto Aid

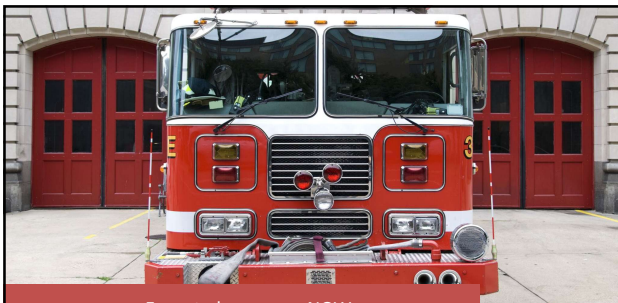
- Fires, CPR's, only Mesilla and South Valley were paged.
- Ex. A fire at a large restaurant in town, Mesilla and South Valley unavailable, and only one DAFR unit responded from NMSU

9

Automatic Aid

- Closest unit response
- Eliminates delays
- Improves safety
- Regional coordination

10

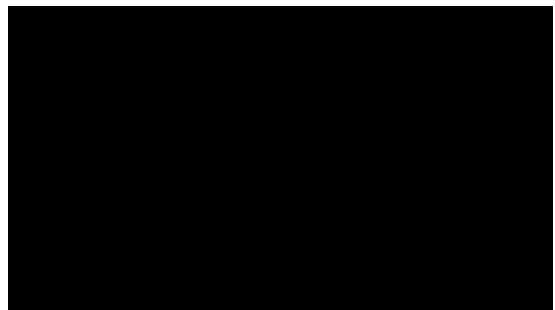


Expected response NOW

- Multiple agencies respond automatically
- 6 engines, 1 truck, 2 rescues, 3 Battalion Chiefs- minimum
- Adequate, safe, staffing on arrival

11

Why these minutes matter

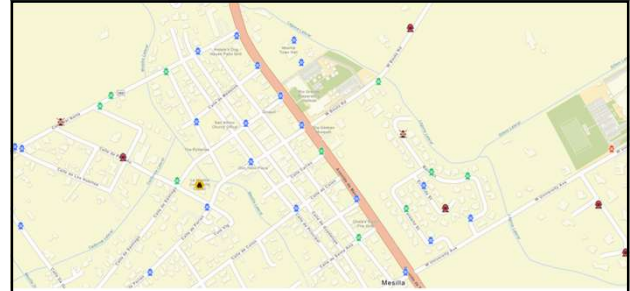


12



Water Supply

13



Mesilla Hydrant system

14

Hydrant Overview

- 171 Hydrants in Mesilla Owned by Tom
- 10 more owned by CLC
- Hydrant repairs and maintenance performed by Mesilla Public Works
- Hydrant testing and Maintenance performed by Mesilla Fire

15

Hydrant Status

- Prior to 2018 hydrants were not being tested or inspected
 - We had no idea until we used one if it would work
- 2022 there were 45 Out Of Service
 - Data from Mesilla Fire inspections and testing
- Now 13 remaining OOS
 - The black bags indicate OOS=transparency and preparedness=tracked and mapped
- Replacement project ongoing

16

Water Supply

- Onboard water of 1000 gallons- **Hydrants are supplemental**
- Now, multiple apparatus with water are responding
- Rural operations
 - Include long relay operations from other hydrants
 - Tender/shuttle operations
 - Mesilla has a drop tank now!

17



Water Supply

18



Water Supply

19



Self Contained Breathing Apparatus (SCBA)

20

SCBA Overview

- Critical life safety equipment
- Requires replacement cycles (10 years)
- Not fully state funded

21

SCBA Plan

Historically we had 17 packs total (not one per responding seat)

- 15 still in service now

We take packs off of the truck to train

- Slows response time if an incident happens during training
- 8 older style packs donated by LCFD to be placed in service once tested

22

SCBA Plan

- Goals = One airpack for every seat + training/spares = about 40 packs
- 24 new airpacks minimum (1 per seat)

23

SCBA Plan

- Phased replacement
 - We have 17 new ones on hand now (still waiting on bottles and masks)
 - Will purchase 3 or 4 every year
 - Instead of all at once
 - No expensive complete replacement
- County support
 - 8 more being donated- will put us at 25, then they can go on the trucks
- Safety prioritized

24



Firefighter Safety

25

Firefighter Safety

- - Ongoing training
 - Meeting certification requirements instead of only local training.
 - Improves operations
 - Improves safety
 - Improves ISO score
- - Equipment upgrades
 - Replacing airpacks, hose, tools, and firefighting gear to meet modern requirements

26

Firefighter Safety

- - SOPs in place
 - Updated SOP/SOGs that work with our aid partners and meet current standards
- - Risk management
 - Continued reassessment
 - Annual physicals
 - we have never had them at Mesilla before
 - Required for cancer diagnoses





27



The State of Volunteer Firefighters

28

National Context-Volunteers

-  - Decline in volunteers nationally
-  - 1984 - 898,000 volunteer firefighters in the United States. Five years ago- 677,000. 25% drop, while the population grew 40%
-  - Increasing standards
 - Training, certification standards
 - Realities of two-income families with long commutes
-  - Nationwide shift to paid/ combination staffing
 - Increasing call volume (tripled nationwide) due to All Hazards Model

29

Volunteer Reality

- Increased training (160 hrs to meet basic training just to be a firefighter)
FF=244 annual hours
- Higher time demands
 - Most certifications happen at NMFTA in Socorro
- Recruitment challenges- Distance to station
 - Volunteers move on when they get jobs
 - Small local recruitment pool as many cannot meet the standards to be a volunteer firefighter
 - People don't work in the towns they live in
 - Young people can't afford to live in Mesilla

30

Volunteer Reality- cont.


- Modern fuels = higher cancer rates
- Firefighters - **9% higher risk of cancer**
- **14% higher risk of dying from cancer**
- **NM does not cover Volunteers** for cancer diagnoses

52-3-32.1. FIREFIGHTER OCCUPATIONAL CONDITIONS.

A. As used in this section, "firefighter" means a person who is employed as a full-time non-volunteer firefighter by the state or a local government entity and who has taken the oath prescribed for firefighters.

B. If a firefighter is diagnosed with one or more of the following conditions after the period of employment indicated, and the condition was not revealed during an initial employment medical screening examination or during a subsequent medical review pursuant to the Occupational Health and Safety Act and rules promulgated pursuant to that act,

31



FF Rafael Herrera III
February 14, 2003 –
March 12, 2026
Cardiac event on duty

Higher call volume= higher stress=
increased cardiac stress

Firefighters - significantly higher rate of heart attacks, with approximately 45% of on-duty deaths attributed to cardiovascular events. This elevated risk is largely due to the intense physical demands and stress associated with firefighting.

32



33

Current Mesilla Fire Challenges

Infrastructure

- Station is poorly located/ too small
- Modern apparatus won't fit
- Slowed response
- Increased risk of accidents
- Wear on vehicles/roads

Equipment

- Purchasing equipment for volunteers who only stay a year or two until they get jobs as paid firefighters somewhere
- Fitted firefighting gear is \$3600 for coat and pants

34

Current Mesilla Fire Challenges

Staffing

- Lack of sufficient amount of people consistently on duty or available to respond

Demand

- Increasing demand for service
- Aging population
- Dependency on 911

35



36

Current Progress

- Automatic aid
 - Improves response times and resources
- Staffing improvements
 - - 1 person on duty most of the time
 - - Highest level of certified firefighters and medical providers in our history

37

Current Progress

- Continued 100% business inspection plan
- Water supply Plan
 - Hydrant repairs/replacement is an ongoing project
 - Redundant water supply plans: Auto Aid, tender operations
- SCBA plan
 - Sourced and paid through Fire Fund Budget in tiered approach
 - Won't have to source a Million Dollars in 10 years to replace them all at once

38

Future Focus

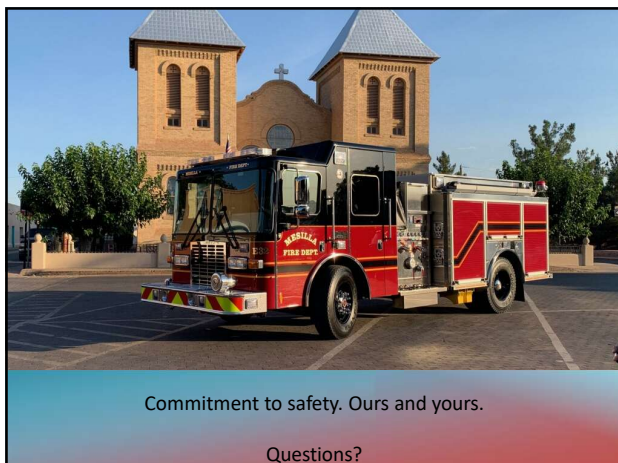
- Hydrants
 - More consistent testing and inspections
- SCBA
 - Tiered replacement plan
- Staffing
 - At least 2 personnel on duty at all times
- Training
 - Focus on certifications
- ISO
 - Improve from an ISO 4 to a 2

39

Key Takeaways

- Systematic approach
 - Measured, tracked, long range plan
- Measurable progress
 - Improvements in all categories
- Safety priority
 - Better training, equipment, standards, and procedures
- Forward movement
 - Future planning, cooperation, relationship building
 - County wide approach to emergency services

40



41

**BOARD ACTION FORM
AGENDA DATE**

PZHAC: 4/6/26

BOT: 4/13/2026

**DAC ACCOUNT # R0400225
BLDG CODE – MI
EVALUATION COST- \$1,000
FEE - \$68.50**

ITEM: PZHAC ZONING CASE#062109 – 2392 Calle de Parian, submitted by Yolanda Lucero. Requesting approval to repair/replace washroom door and install a pergola over the top of it. ZONE: Historical Residential (HR).

BACKGROUND AND ANALYSIS:

Applicant, Ms. Yolanda Lucero is requesting approval to allow a washroom door to be either repaired or replaced, depending on how bad it is. It will be the same style design and color after. She is also requesting approval to allow a pergola over the top area of the door to help protect the door from the sun and also add some curb appeal. Approximately, 16 ft x 16 ft and 10 ft high. Project will be done by applicant.

IMPACT:

- The PZHAC has jurisdiction to recommend approval of this request to the BOT.
- The applicant has the authority to make an application request to the PZHAC and BOT.
- The applicant has the authority to appeal in writing, the decision from PZHAC to BOT within 20 days.

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. Have final approval on certain cases determined by the BOT.
4. Deny the application.

DEPARTMENT COMMENTS:

- Meets all Mesilla code requirements for a Historical Residential zone
- Recommend approval

SUPPORTING INFORMATION:

- Site Plan
- Drawing
- Proof of Ownership
- Street View Pic

DETERMINATION NOTES

-Approved 4-0, no conditions



TOWN OF MESILLA

2231 AVENIDA DE MESILLA
 MESILLA, NM, 88046
 PO BOX 10
 575-524-3262

mesillacad@mesillanm.gov

2026 ZONING PERMIT APPLICATION

CASE # 062109

Review Fee \$	10.50
Permit Fee \$	58.00
Penalty Fee \$	_____
Extension Fee \$	_____
TOTAL FEE \$	68.50

Name of property owner Yolanda Carrizosa Torres Lucero		Mailing Address 2392 Calle de Perian E P.O. Box [REDACTED] Mesilla Nm 88046	
[REDACTED]		[REDACTED]	
[REDACTED] 9133		Email Yolanda.gluco@gmail.com	
Owner	Mailing Address	Phone	License #
SELF	SAME	SAME	N/A
Description of Proposed work Fix or Repair Exterior Door leading to workshop 16 x 16 Pergola to protect exterior doors. Please attachments. Rosh-sawn material			
Evaluation Cost \$	[REDACTED]	Date 3-17-26	
\$1,000			

ALONG WITH this application, proof of property ownership and signed contractor/client contract agreement is required to include evaluation cost of project. Plans are to be no larger than 11"x 17" or submitted electronically.

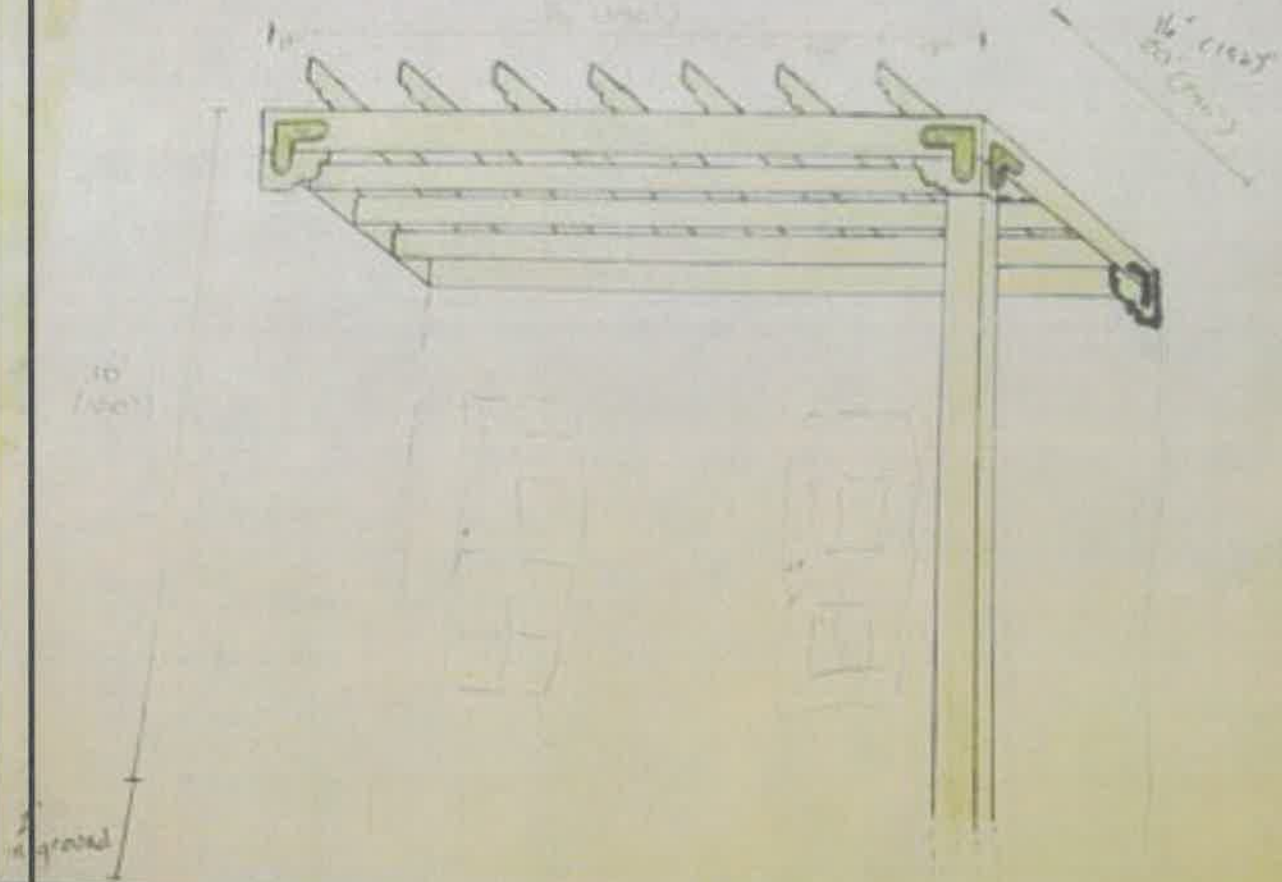
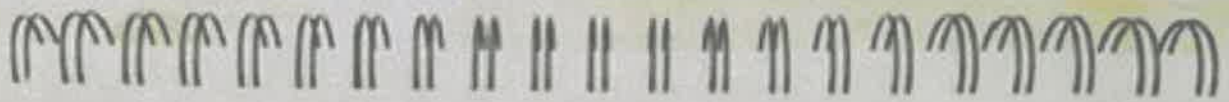
1. Site Plan with legal description to show existing structures, adjoining streets, driveway(s), improvements & setbacks. Verification shall show that the lot was LEGALLY subdivided through the Town of Mesilla or that the lot has been in existence prior to March 14, 1972.
2. Foundation Plan, new construction in full size drawings
3. Floor Plan, showing rooms, their uses and with dimensions
4. Cross section walls
5. Roof Plan and floor framing plan
6. Electrical Plans
7. Plumbing Plans
8. Elevations, details of architectural style and color scheme (checklist for Historic Zones)
9. Drainage plans (commercial)

Application is not considered to be submitted until ALL required documentation is submitted and application fee(s) are paid. Aside from administrative approvals, application process must undergo review by staff, PZHAC and/or BOT before permit is issued. All required NM CID permits must first obtain a zoning permit if work is to be performed in Mesilla. ***ALL permits must be displayed in clear view until final inspection***

OFFICE USE ONLY

Reviewed by: Public Works	Lorenzo Astorga	Mar 26, 2026
Fire Department	G Whited	Mar 26, 2026
NM CID	thomas maese	Mar 26, 2026
Community Development	Liana Aguirre	Mar 26, 2026
Date(s) Approved: _____ Administrative	Eddie Salazar	Mar 26, 2026
	PZHAC	BOT
		CID

COMMENT(S) _____



LUCERO TRACTS NO. 2

A SUMMARY SUBDIVISION BEING U.S.S. TRACTS 11A-186A, 11A-186AS AND PART OF 11A-186B
 IN SECTIONS 25 AND 36, T.25S., R.1E., N.M.P.M. OF THE U.S.S. SURVEYS
 TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO
 SCALE 1"=40' MAY 2002

ARTICLE I
 THESE TRACTS ARE BEING SUBDIVIDED INTO LOTS AND BLOCKS AS SHOWN ON THE ATTACHED MAP AND THE LOTS AND BLOCKS ARE BEING OFFERED FOR SALE SEPARATELY OR TOGETHER AT THE DISCRETION OF THE SUBDIVIDER.

ARTICLE II
 THE SUBDIVIDER WARRANTS THAT THE LOTS AND BLOCKS ARE BEING OFFERED FOR SALE FREE OF ALL ENCUMBRANCES AND LIENS EXCEPT THOSE SPECIFICALLY MENTIONED IN THIS SUMMARY SUBDIVISION.

ARTICLE III
 THE SUBDIVIDER WARRANTS THAT THE LOTS AND BLOCKS ARE BEING OFFERED FOR SALE FREE OF ALL ENCUMBRANCES AND LIENS EXCEPT THOSE SPECIFICALLY MENTIONED IN THIS SUMMARY SUBDIVISION.

ARTICLE IV
 THE SUBDIVIDER WARRANTS THAT THE LOTS AND BLOCKS ARE BEING OFFERED FOR SALE FREE OF ALL ENCUMBRANCES AND LIENS EXCEPT THOSE SPECIFICALLY MENTIONED IN THIS SUMMARY SUBDIVISION.

ARTICLE V
 THE SUBDIVIDER WARRANTS THAT THE LOTS AND BLOCKS ARE BEING OFFERED FOR SALE FREE OF ALL ENCUMBRANCES AND LIENS EXCEPT THOSE SPECIFICALLY MENTIONED IN THIS SUMMARY SUBDIVISION.



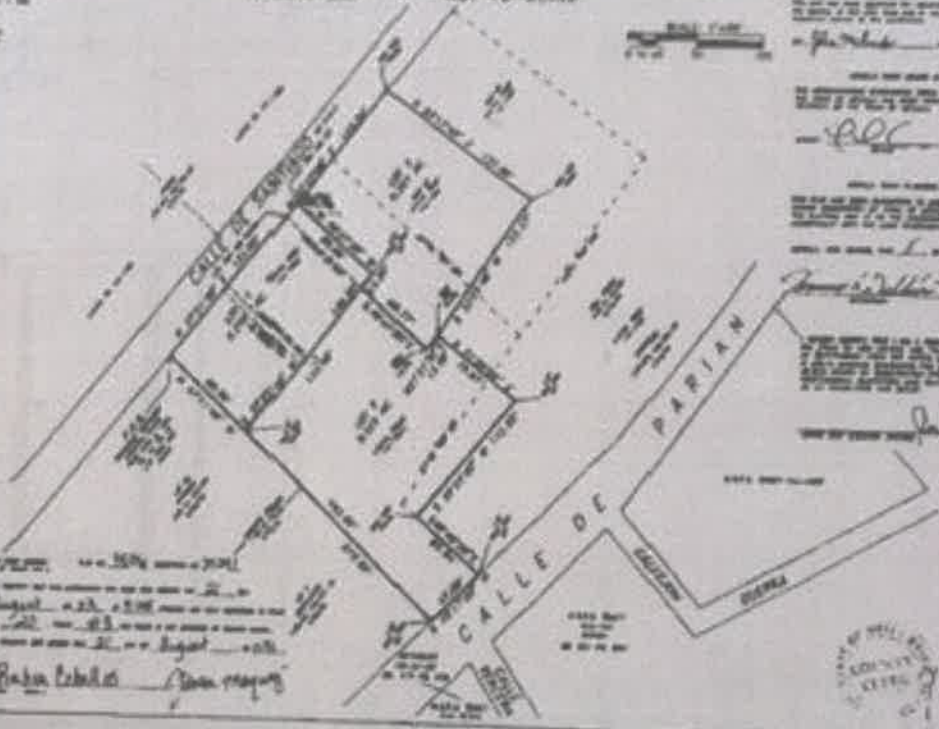
ARTICLE VI
 THE SUBDIVIDER WARRANTS THAT THE LOTS AND BLOCKS ARE BEING OFFERED FOR SALE FREE OF ALL ENCUMBRANCES AND LIENS EXCEPT THOSE SPECIFICALLY MENTIONED IN THIS SUMMARY SUBDIVISION.

ARTICLE VII
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ARTICLE VIII
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ARTICLE IX
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ARTICLE X
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ARTICLE XI
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ARTICLE XII
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ARTICLE XIII
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ARTICLE XIV
 THE SUBDIVIDER WARRANTS THAT THE LOTS AND BLOCKS ARE BEING OFFERED FOR SALE FREE OF ALL ENCUMBRANCES AND LIENS EXCEPT THOSE SPECIFICALLY MENTIONED IN THIS SUMMARY SUBDIVISION.

ARTICLE XV
 THE SUBDIVIDER WARRANTS THAT THE LOTS AND BLOCKS ARE BEING OFFERED FOR SALE FREE OF ALL ENCUMBRANCES AND LIENS EXCEPT THOSE SPECIFICALLY MENTIONED IN THIS SUMMARY SUBDIVISION.

NOTICE OF RECORDING

THIS SUMMARY SUBDIVISION WAS RECORDED IN THE PUBLIC RECORDS OF DOÑA ANA COUNTY, NEW MEXICO, ON MAY 20, 2002, AT 10:00 A.M.

BOOK 113 PAGE 413

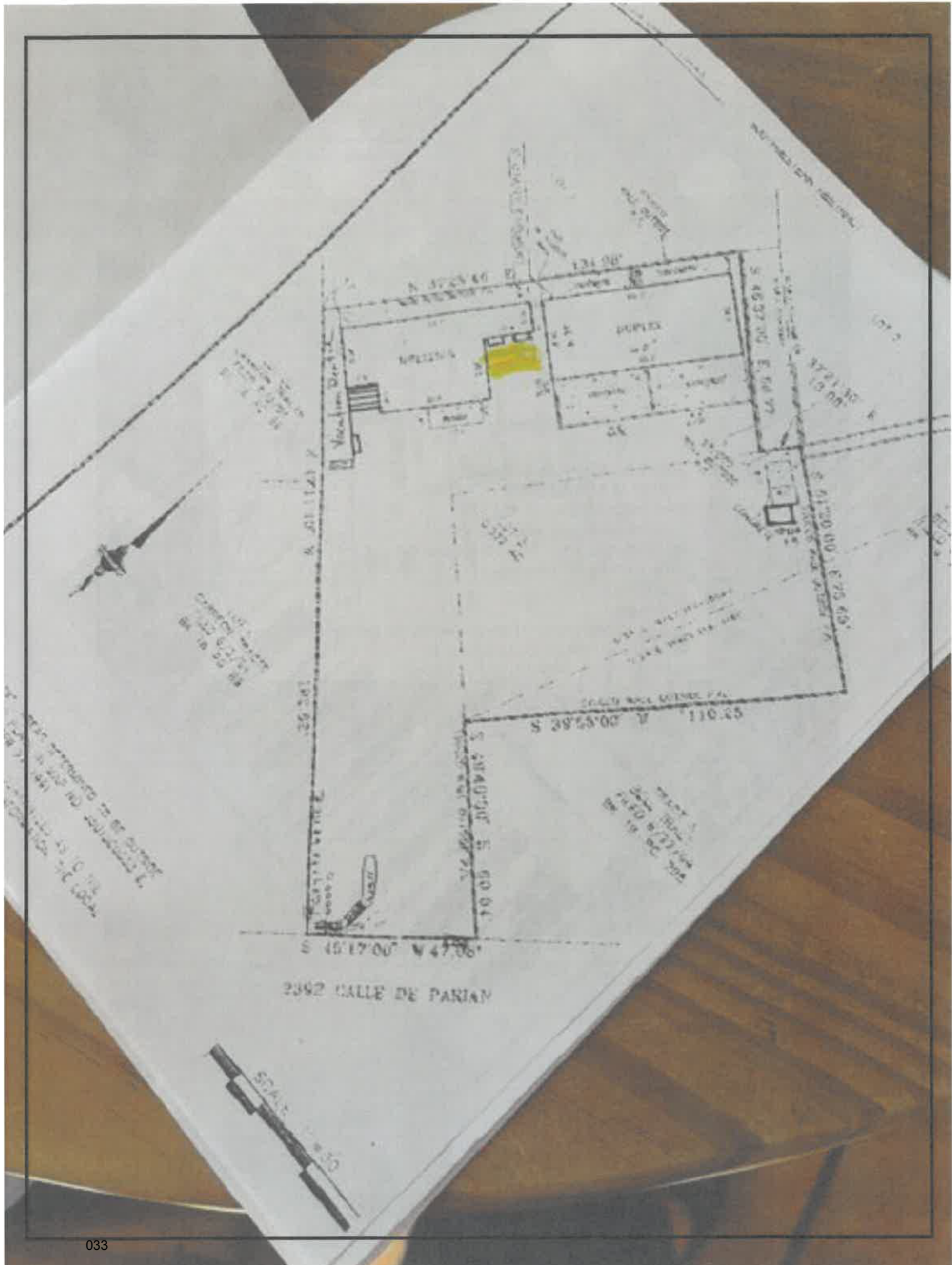
RECORDED BY: [Signature]

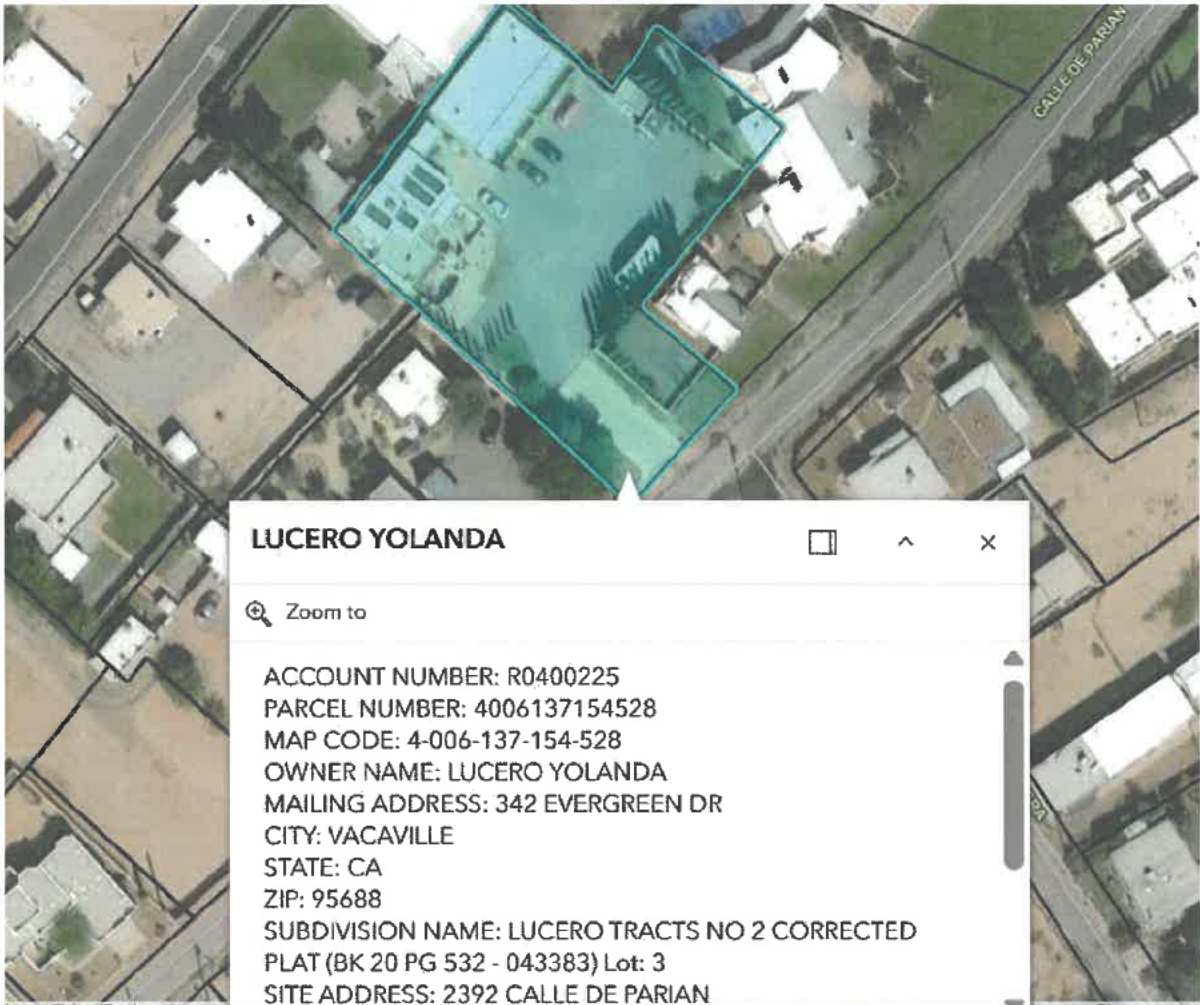
DATE: 05/21/02

BY: [Signature]

NOTARY PUBLIC

413





LUCERO YOLANDA

Zoom to

ACCOUNT NUMBER: R0400225
PARCEL NUMBER: 4006137154528
MAP CODE: 4-006-137-154-528
OWNER NAME: LUCERO YOLANDA
MAILING ADDRESS: 342 EVERGREEN DR
CITY: VACAVILLE
STATE: CA
ZIP: 95688
SUBDIVISION NAME: LUCERO TRACTS NO 2 CORRECTED
PLAT (BK 20 PG 532 - 043383) Lot: 3
SITE ADDRESS: 2392 CALLE DE PARIAN

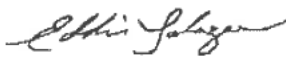


Signature: 
Lorenza Astorga (Mar 26, 2026 11:56:49 MDT)
Email: lorenzoa@mesillanm.gov

Signature: 
Email: gwhited@mesillanm.gov

Signature: 
Thomas Maese (Mar 26, 2026 16:20:35 MDT)
Email: thomas.maese@rld.nm.gov

Signature: 
Liana Aguirre (Mar 26, 2026 11:09:50 MDT)
Email: comdev@mesillanm.gov

Signature: 
Email: MESILLACED@MESILLANM.GOV



Town of Mesilla, New Mexico

RESOLUTION NO. 2026-20

**A RESOLUTION AUTHORIZING AND APPROVING PARTICIPATION IN
THE TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY
THE NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Town of Mesilla is a qualified entity to submit project proposals for the FY 2026-2027 program year, and,

WHEREAS, the Town of Mesilla has selected project that most effectively serves the needs of the public, and,

WHEREAS, the Town of Mesilla is proposing improvements to McDowell Road, and,

WHEREAS, the Letter of Intent and supporting documentation has been completed and submitted to the governing body of the Town of Mesilla and to the NMDOT District I Engineer for its consideration and review.

NOW THEREFORE, be it resolved by the Town of Mesilla to enter into a Cooperative Agreement with New Mexico Department of Transportation.

PASSED, APPROVED AND ADOPTED this 13th day of April 2026.

Russell Hernandez
Mayor

ATTEST:

Gloria S. Maya
Town Clerk/Treasurer



Town of Mesilla, New Mexico

RESOLUTION NO. 2026-21

**A RESOLUTION AUTHORIZING AND APPROVING PARTICIPATION IN
THE TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY
THE NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Town of Mesilla is a qualified entity to submit project proposals for the FY 2026-2027 program year, and,

WHEREAS, the Town of Mesilla has selected project that most effectively serves the needs of the public, and,

WHEREAS, the Town of Mesilla is proposing improvements to Calle de Colon, and,

WHEREAS, the Letter of Intent and supporting documentation has been completed and submitted to the governing body of the Town of Mesilla and to the NMDOT District I Engineer for its consideration and review.

NOW THEREFORE, be it resolved by the Town of Mesilla to enter into a Cooperative Agreement with New Mexico Department of Transportation.

PASSED, APPROVED AND ADOPTED this 13th day of April 2026.

**Russell Hernandez
Mayor**

ATTEST:

**Gloria S. Maya
Town Clerk/Treasurer**



RESOLUTION NO. 2026-22

AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY

WHEREAS, the Town of Mesilla is a duly organized Municipality created and formed pursuant to New Mexico Statutes (NMSA 1978, Chapter 3) and is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978; and

WHEREAS, the New Mexico Finance Authority is authorized pursuant to the Act, particularly Section 6-21-6.4 of the Act, to make grants from the Local Solar Access Fund to qualified entities to perform project feasibility assessments or to plan, design, construct, purchase, install, and equip solar energy systems; and

WHEREAS, pursuant to the Act the Finance Authority has developed an application procedure whereby the Governing Body may submit an application to the Finance Authority for either technical assistance or project grant financial assistance from the Fund; and

WHEREAS, the Board of Trustees of the Governmental Unit desires to submit an Application for technical assistance from the Fund to perform a feasibility assessment (Planning Document) for the benefit of the Governmental Unit; and

WHEREAS, upon Finance Authority funding award the Governing Body intends to prepare the Planning Document to evaluate and estimate the costs of implementing feasible alternatives for developing a net metered solar photovoltaic system at the Town's municipal drinking water supply Well No. 2 (2345 Well Road, Mesilla, NM 88005) for the purpose of reducing electricity utility costs for the benefit of the Governmental Unit and its citizens; and

WHEREAS, the application prescribed by the Finance Authority to finance the Planning Document [in whole/in part] with financial assistance from the Fund has been completed, submitted to, and reviewed by the Governing Body, and this Resolution approving submission of the completed Application to the Finance Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY:

Section 1. That all lawful actions previously taken by the Governing Body and the Governmental Unit and their respective officers and employees in connection with the Application and the Project are hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body is hereby approved and confirmed.

Section 3. That the officers and employees of the Governmental Unit are hereby directed and requested to submit the completed Application to the Finance Authority, and are further authorized to take such other action as may be requested by the Finance Authority in connection with the Application and to proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this Resolution are hereby rescinded, annulled and repealed.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 13th day of April 2026.

**Russell Hernandez
Mayor**

ATTEST:

**Gloria S. Maya
Town Clerk/Treasurer**



Town of Mesilla, New Mexico

RESOLUTION NO. 2026-23

A RESOLUTION OF SPONSORSHIP AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE DESTINATION FORWARD PROGRAM FOR THE RESTORATION OF THE MESILLA 1941 DODGE FIRE TRUCK

WHEREAS, the Town of Mesilla is a historic community whose cultural assets and heritage resources are vital to its identity, economy, and tourism-based destination appeal; and

WHEREAS, the Town owns a historic 1941 Dodge Fire Truck that represents a significant artifact of Mesilla's public safety history and community legacy; and

WHEREAS, the 1941 Dodge Fire Truck requires restoration to preserve its historical integrity and ensure its continued use as a cultural, educational, and tourism-enhancing asset; and

WHEREAS, the Destination Forward Grant Program provides funding to support projects that enhance tourism, preserve cultural resources, and strengthen destination-based experiences throughout New Mexico; and

WHEREAS, the restoration of the 1941 Dodge Fire Truck will contribute to heritage tourism, expand interpretive and educational opportunities, and enhance the visitor experience within the Town of Mesilla; and

WHEREAS, the total estimated project cost is Eighty-Eight Thousand Eight Hundred Ninety-One Dollars (\$88,891); and

WHEREAS, the Town of Mesilla serves as the project sponsor and desires to submit an application to the Destination Forward Grant Program for funding assistance; and

WHEREAS, the Town of Mesilla commits to providing a five percent (5%) match toward the total project cost, subject to budget availability and grant requirements; and

WHEREAS, the Town intends to request a hardship match waiver through the Destination Forward Grant Program to reduce or eliminate the local match requirement, based on eligibility criteria and funding considerations; and

WHEREAS, the Town of Mesilla is committed to the long-term maintenance and public accessibility of the restored asset.

—

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF MESILLA:

1. Sponsorship and Application Authorization. The Town of Mesilla hereby acts as the official project sponsor and authorizes submission of a grant application to the Destination Forward Grant Program in the amount of \$88,891 for the restoration of the 1941 Dodge Fire Truck.

2. Match Commitment. The Town commits to providing a five percent (5%) match toward the total project cost, contingent upon grant award and budget availability, and in accordance with program requirements.



Town of Mesilla, New Mexico

3. Project Implementation. The Town agrees to carry out the project in compliance with all applicable federal, state, and program requirements, including procurement, reporting, and project completion timelines.
4. Authorization of Signatory. The Mayor of the Town of Mesilla is hereby authorized to execute all documents, agreements, certifications, and requests necessary to apply for, receive, and administer the grant.
5. Maintenance and Public Benefit. The Town agrees to maintain the restored fire truck as a public asset for heritage preservation, community engagement, and tourism-related use.
6. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 13th day of April, 2026.

TOWN OF MESILLA

RUSSELL HERNANDEZ
MAYOR

ATTEST BY:

GLORIA MAYA
CLERK/TREASURER



Town of Mesilla, New Mexico

RESOLUTION NO. 2026-24

A RESOLUTION OF SPONSORSHIP AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE DESTINATION FORWARD PROGRAM FOR THE REMODEL OF THE MESILLA VISITOR CENTER

WHEREAS, the Town of Mesilla is a historic and culturally significant destination that relies on heritage tourism and visitor engagement as key components of its local economy; and

WHEREAS, the Mesilla Visitor Center serves as a primary point of contact for visitors, providing information, interpretation, and orientation to the Town's historic assets, cultural experiences, and local businesses; and

WHEREAS, the existing Visitor Center requires remodeling and upgrades to improve functionality, accessibility, and the overall visitor experience, and to better reflect the Town's cultural identity and historic character; and

WHEREAS, the Destination Forward Grant Program supports projects that enhance tourism infrastructure, strengthen destination appeal, and promote cultural preservation throughout New Mexico; and

WHEREAS, the proposed remodel of the Mesilla Visitor Center will enhance visitor services, support increased tourism activity, improve interpretive opportunities, and contribute to the long-term economic vitality of the community; and

WHEREAS, the project aligns with the State's tourism priorities and the New Mexico True brand by delivering authentic, culturally rich visitor experiences that highlight Mesilla's heritage, architecture, and traditions, while strengthening its role as a regional destination within Doña Ana County and Southern New Mexico; and

WHEREAS, the project is expected to generate measurable outcomes including increased visitor counts, longer visitor stays, enhanced engagement with local businesses and historic sites, and expanded opportunities for cultural programming and community events, all of which support sustainable tourism and economic growth; and

WHEREAS, the total estimated project cost for the remodel is Two Hundred Ninety-Five Thousand Dollars (\$295,000); and

WHEREAS, the Town of Mesilla will serve as the project sponsor and desires to submit an application to the Destination Forward Grant Program for funding assistance; and

WHEREAS, the Town of Mesilla commits to providing a five percent (5%) match toward the total project cost, in accordance with grant requirements and subject to budget availability; and

WHEREAS, the Town intends to submit a request for a hardship match waiver as part of the application process, seeking consideration for reduction or elimination of the local match requirement based on eligibility and financial capacity; and

WHEREAS, the Town of Mesilla is committed to maintaining the improved Visitor Center as a public asset that supports tourism, community engagement, and cultural preservation.



Town of Mesilla, New Mexico

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF MESILLA:

1. Sponsorship and Application Authorization. The Town of Mesilla hereby acts as the official project sponsor and authorizes submission of a grant application to the Destination Forward Grant Program in the amount of \$295,000 for the remodel of the Mesilla Visitor Center.
2. Match Commitment. The Town commits to providing a five percent (5%) match toward the total project cost, contingent upon grant award and budget availability, and in compliance with program requirements.
3. Hardship Waiver Request. The Town authorizes the inclusion of a request for a hardship match waiver, acknowledging that the Town will seek consideration for reduction or elimination of the required match as part of the application.
4. Project Implementation. The Town agrees to complete the project in accordance with all applicable federal, state, and program requirements, including procurement standards, reporting, and timelines.
5. Authorization of Signatory. The Mayor of the Town of Mesilla is hereby authorized to execute all documents, agreements, certifications, and requests necessary to apply for, receive, and administer the grant, including submission of any hardship waiver documentation.
6. Maintenance and Public Benefit. The Town agrees to maintain the improved Visitor Center as a public facility that enhances tourism, supports local businesses, and provides cultural and educational value to residents and visitors.
7. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 13th day of April, 2026.

TOWN OF MESILLA

RUSSELL HERNANDEZ
MAYOR

ATTEST BY:

GLORIA MAYA
CLERK/TREASURER



Partnered with **BlueThread Services** 

Evaluation and Proposal

Town Hall – Maintenance and Repairs

April 9, 2026



Proposal prepared for:

Lorenzo Astorga

Phone: 575-993-2322

Jesse Sanchez

Branch Manager

406 Roundtree Pl, STE 310

Las Cruces, NM 88005

c » 505-460-7696

o » 505-246-6990

jesse@roofcare.us

Project Information

Customer:

Town of Mesilla
2231 Avenida de Mesilla
Mesilla, NM 88046
Phone: 575-524-3262

Project Address:

Mesilla Town Hall
2231 Avenida de Mesilla
Mesilla, NM 88046
Email: lorenzoa@mesillanm.gov, mayor@mesillanm.gov

Address Shown:



Evaluation

Per your request, an inspection was performed at the above-mentioned property to determine the conditions of the existing roof and to develop a scope of work that will address your current needs. For the purpose of clarification photos have been included. Our findings are as follows:

A. Existing Roof Conditions and Comments

Roof Type: EPDM

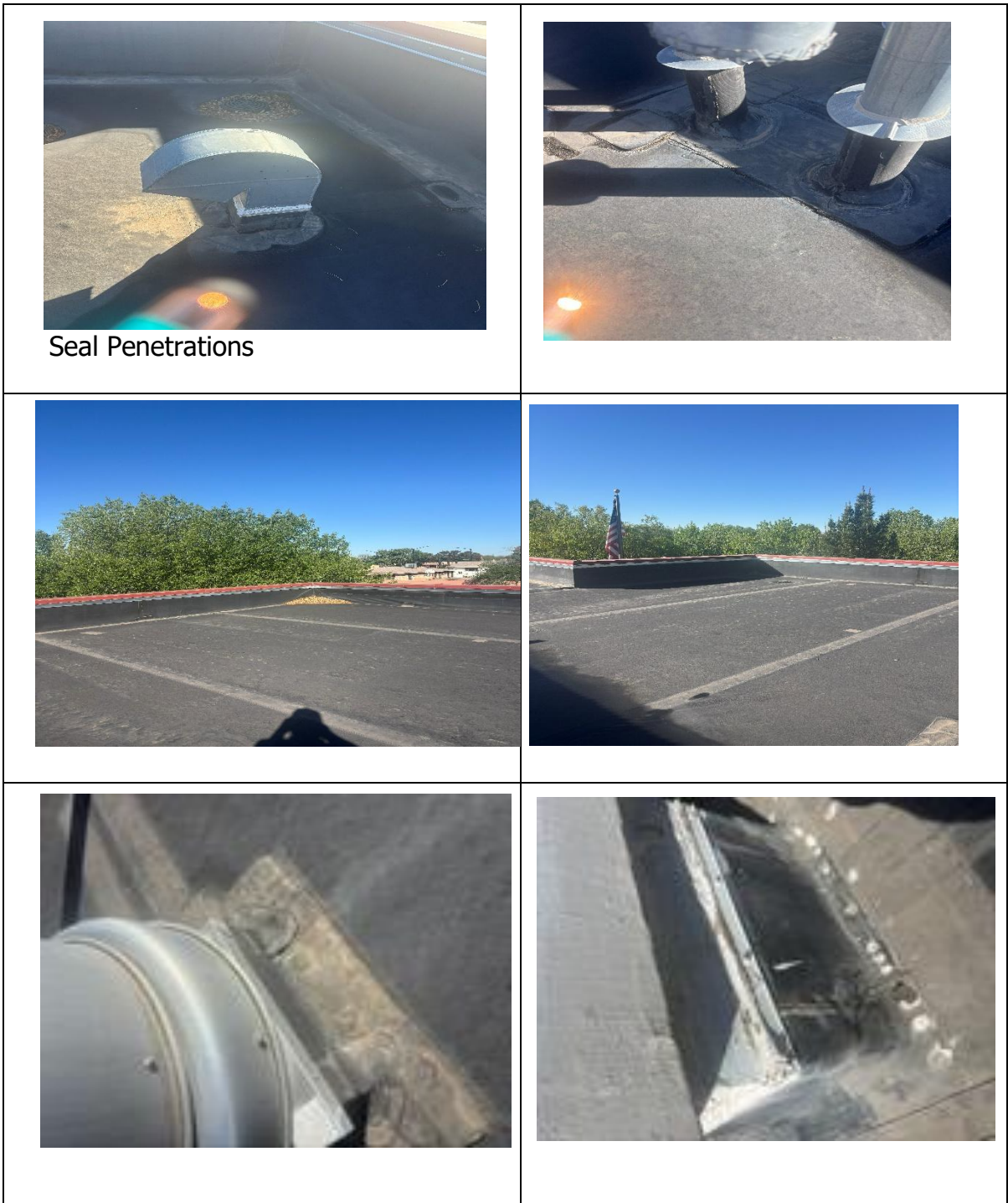
Roof Age: 25 years

Overall Condition: Poor

Active Leaks Present: Yes(2)

B. Photo Documentation





Seal Penetrations

C. Observations and Findings

- Caulking around roof penetrations and flashing has deteriorated.
- Roof drains are obstructed with debris, causing improper drainage.
- Tenting of the EPDM membrane observed area in red above, indicating membrane movement or trapped moisture beneath.
- Curbs need to be sealed

D. Recommendation

- **Immediate Maintenance and Repairs:** The following items should be addressed promptly to mitigate current active leaks and prevent further damage.
- **Repair section in red above**

E. Scope of Work

1. Implement all necessary safety measures as the first step to ensure compliance with OSHA and site-specific safety requirements.
2. Thoroughly clean roof, removing any debris prior to application of EPDM Rinse.
3. 3-course penetration detail (see Metacrylics® Penetration Detail Instructions).
4. Apply Metacrylics® Clear Acrylic Base @ 2 gallon/SQ to the marked section in red on roof and embed Polyester Fabric with a brush or broom while coating is wet. Immediately apply Metacrylics® Acrylic Clear Base over fabric at the rate of 2 gallons/SQ in order to saturate and encapsulate the fabric. Allow 24-48 hours to cure.
5. Apply Metacrylics® Acrylic White @ 4 gallons/SQ over the Clear Acrylic Base in two applications at the rate of 2 gallons/SQ per coat. Allow at least 24 hours to cure between applications.
6. Clean the work area thoroughly upon completion of the project, ensuring no debris or materials are left behind.

Investment : Maintenance and Repairs

Cost	\$ 5,779.25
2.5% bond fee	\$ n/a
NMGRT @ 7.9400% (updated June-July.2026 NMGRT rates)	\$ 458.87
<u>TOTAL</u>	<u>\$ 6,238.12</u>
Warranty: 1 -year Contractor Workmanship Guarantee	

Standard Exclusions:

1. Any items not specifically included in the scope(s) of work above are excluded from this proposal.
2. Permits are excluded from this proposal. If a permit is required for this project the cost for the permit will be added to the contract amount by a change order.
3. If, after the time of bidding, or during the performance of the contract, the price of the material significantly increases, through no fault of the contractor, the price shall be equitably adjusted by an amount reasonably necessary to cover any

4

such significant price increases.

4. Standing water on the existing roof. Standing water on the existing roof may not be corrected by installing the above roof system. Some standing water may occur on the roof area after installation of this roof system
5. Any/All damage to Any/All HVAC equipment is excluded.
6. Any/All cost to raise, disconnect, re-connect any roof top located equipment is excluded
7. Any/All damage to any electrical conduit running across the roof or mounted to the walls is excluded.
8. Any/All cost to raise, disconnect, re-connect any electrical conduit is excluded.
9. All removal or re-alignment of any satellite dishes located on top of the roof is excluded.
10. We were not permitted to perform any destructive testing to accurately determine the makeup of the current roofing system(s). All pricing included in this proposal are of a "rough estimate" nature and not a firm price quote. We must be given the opportunity to determine the exact makeup of the existing roofing system(s) before a firm price for any roof repairs can be given.

A. Payment Schedule:

Payment Terms:

- **40 %** due upon approval and mobilization, remainder due upon completion.
- Pricing valid for **90 days**.

Client Approval – <i>Print</i>	<i>Date</i>
Client Approval – <i>Signature</i>	<i>Option Selected</i>

Thank you for choosing RoofCare Services for your roofing solutions. If you have any questions regarding this proposal, or would like to schedule the project, please contact me at your convenience.

Sincerely,

Jesse Sanchez

Date: 04/09/2026

Branch Manager RoofCare Services NM

FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between Town of Mesilla (hereinafter, “City/Town/County”) and Comcast of New Mexico/Pennsylvania, LLC (hereinafter, “Grantee”).

The Town, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the “Cable Act”).

1.1. “Effective Date” means the date on which all persons necessary to sign this Agreement in order for it to be binding on both parties have executed this Agreement as indicated on the signature page(s), unless a specific date is otherwise provided in the “Term” section herein.

1.2. “Franchise Area” means the present legal boundaries of the (City/Town/County) as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.3. “Gross Revenue” means the Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles (“GAAP”). Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

SECTION 2 - Grant of Authority

2.1. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables,

conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Franchising Authority, or (C) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways.

SECTION 3 – Construction and Maintenance of the Cable System

3.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the Franchising Authority (which shall not be less than ten (10) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall notify Grantee of such funding and make available such funds to the Grantee.

3.2. Relocation at request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

3.3. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from

public or private funds raised for the project and made available to other users of the Public Way.

**SECTION 4 - Customer Service Standards; Customer Bills;
and Privacy Protection**

4.1. Customer Service Standards. The Franchising Authority hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended.

4.2. Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 5 - Oversight and Regulation by Franchising Authority

5.1. Franchise Fees. The Grantee shall pay to the Franchising Authority a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other video service provider providing service in the Franchise Area. The payment of franchise fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period.

SECTION 6 – Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

SECTION 7 - Enforcement and Termination of Franchise

7.1. Notice of Violation or Default. In the event the Franchising Authority believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

7.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the Franchising Authority's written notice: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that the cure will be completed.

7.3. Public Hearings. In the event the Grantee fails to respond to the Franchising Authority's notice or in the event that the alleged default is not remedied within forty-five (45) days or the date projected by the Grantee, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority that is scheduled at a time that is no less than ten (10) business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

SECTION 8 – Competitive Equity

8.1. New Video Service Provider.

8.1.1. Notwithstanding any other provision of this Agreement or any other provision of law, if any Video Service Provider ("VSP") (i) enters into any agreement with the Franchising Authority to provide video services to subscribers in the City, or (ii) otherwise begins to provide video services to subscribers in the City (with or without entering into an agreement with the Franchising Authority), the Franchising Authority, upon written request of the Grantee, shall permit the Grantee to construct and operate its Cable System and to provide video services to subscribers in the City under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Grantee and the Franchising Authority shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Grantee submits a written request to the Franchising Authority.

8.1.2. If there is no written agreement or other authorization between the new VSP and the Franchising Authority, the Grantee and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that

will ensure competitive equity between the Grantee and other VSPs, taking into account the terms and conditions under which other VSPs are allowed to provide video services to subscribers in the City.

8.2 The term “Video Service Provider” or “VSP” shall mean any entity using the public rights-of-way to provide multiple video programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multichannel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

SECTION 9 - Miscellaneous Provisions

9.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee’s ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee’s cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

9.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchising Authority:

To the Grantee:

Comcast
Attn: Government Affairs
4611 Montbel Pl NE

Albuquerque, NM 87107

with a copy to:

Comcast Cable
Attn.: Government Affairs Department
1701 JFK Blvd, 49th Floor
Philadelphia, PA 19103

9.3. Entire Agreement. This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the Franchising Authority and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

9.5. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

9.6. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

9.7. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For Franchising Authority:

By: _____

Name: _____

Title: _____

Date: _____

For Comcast of New Mexico/Pennsylvania, LLC:

By: _____

Name: _____

Title: _____

Date: _____

TELECOMMUNICATIONS FRANCHISE AGREEMENT

This Telecommunications Franchise Agreement (hereinafter the “Franchise Agreement” or “Franchise”) is made between the Town of Mesilla (hereinafter “Mesilla” or “Grantor”) and Ripple Fiber New Mexico LLC (hereinafter “Grantee”) this ___ day of September, 2025.

WHEREAS, Mesilla has a legitimate and necessary regulatory role in ensuring the availability of telecommunications service and reliability of telecommunications systems in its jurisdiction; and

WHEREAS, Mesilla is authorized by applicable law to grant one or more nonexclusive franchises to construct, operate and maintain telecommunications systems within the boundaries of Mesilla, pursuant to N.M. S.A. 1978 Section 3-42-1; and

WHEREAS, the Grantee desires to install, operate, and maintain a state-of-the art fiber-optic network to provide broadband internet service to residents, business, and institutions in Mesilla; and

WHEREAS, Mesilla desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Telecommunications System on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises made herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Mesilla and Grantee do hereby agree as follows:

SECTION 1 - Definitions

When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined herein shall be given their common and ordinary meaning. The word “shall” is always mandatory and not merely directory.

- A. “Affiliate”, when used in connection with Grantee, means any person who owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.
- B. “Applicable Law” means any federal law, state law, local law, statute, ordinance, resolution, judicial decision or other regulation having the force and effect of law.
- C. “Board of Trustees” means the Town of Mesilla Board of Trustees, or its successors, the governing body of Mesilla, New Mexico.
- D. “Customer” means a person or user of the Telecommunications System who lawfully receives Telecommunications Service therefrom with the Grantee’s express permission.

E. “FCC” means the Federal Communications Commission or successor governmental entity thereto.

F. “Franchise Area” means the present legal boundaries of the Mesilla as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

G. “Person” means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company or other legally recognized entity, whether for-profit or not-for profit, but shall not mean Mesilla.

H. “Right-of-Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses. Right-of-Way shall also mean any easement now or hereafter held by Mesilla within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Grantee to the use thereof for the purposes of installing, operating, and maintaining Grantee’s Telecommunications System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, attachments, and other property as may be ordinarily necessary and appurtenant to the Telecommunications System.

I. “State” means the State of New Mexico.

J. “Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. Section 153(50)).

K. “Telecommunications Service” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. Section 153(53)).

L. “Telecommunications System” means all infrastructure related to the optical fiber network and associated electronics, poles, ducts, conduits, vaults, installed, operated, or maintained by Grantee under this Franchise Agreement.

SECTION 2 - Grant of Authority

A. Subject to the terms and conditions set forth in this Franchise Agreement, Mesilla hereby grants to Grantee a nonexclusive authorization to construct, maintain, operate, upgrade, adjust, protect, support, raise, lower, disconnect, remove and relocate its cables, poles, wires, conduits, conductors, pipes and related appurtenances for its system in, under, along, over and across the Right-of-Way, for the purpose of providing telecommunications and related services. This Franchise Agreement shall constitute both a right and an obligation to provide the system required by, and to fulfill the requirements set forth in, the provisions of this Franchise Agreement.

B. Nothing in this Franchise shall be deemed to waive the provisions of any generally applicable Mesilla ordinance existing as of the effective date of this Franchise Agreement.

C. This Franchise Agreement shall not be interpreted to prevent Mesilla from imposing additional lawful conditions, including additional compensation conditions for use of the Right-of-Way, should Grantee provide services other than telecommunications service (for example, a cable system for purposes of providing a cable service).

D. This Franchise is intended to convey limited rights and interests in the Right-of-Way. It is not a warranty of title or interest in any Right-of-Way; it does not provide Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

E. No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise Agreement shall not include or be a substitute for:

1. Any other permit or authorization required for the privilege of transacting and carrying on a business within Mesilla that may be required by the ordinances and laws of Mesilla and the State of New Mexico;

2. Any permit, agreement, or authorization required by Mesilla for Right-of-Way users in connection with operations on or in the Right-of-Way or public property including, by way of example and not limitation, street cut permits; or

3. Any permits or agreements for occupying any other property of the Mesilla or private entities to which access is not specifically granted by this Franchise Agreement including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.


SECTION 3 - Police Powers

Grantee's rights hereunder are subject to the police powers of Mesilla to adopt and enforce laws and ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability, statutes and regulations enacted, or hereafter enacted, by Mesilla or any other legally constituted governmental unit or agency having lawful jurisdiction over the subject matter hereof.

SECTION 4 - Term

A. The term of the Franchise Agreement granted hereunder shall be ten (10) years, commencing upon the effective date of the Franchise Agreement, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement. This Franchise Agreement shall automatically renew on a year-to-year basis until one party provides the other party written notice of non-renewal at least ninety (90) days before the end of the initial term or any renewal term. If notice of non-renewal is given, the parties shall negotiate in good faith in an

attempt to reach a new franchise agreement. If the Franchise Agreement is extended for any renewal term, the Franchise Fee percentage contained in Section 7 (A) of this Franchise Agreement shall automatically adjust to match the franchise fee percentage paid by any other telecommunications company to Mesilla for use of the Mesilla Right-of-Way at that time. In the event of an adjustment, Mesilla will provide written notice of the new percentage rate at least ninety (90) days before the adjustment takes effect.

B. Except for a year-to-year renewal, an agreement to renew or extend the Franchise Agreement will be subject to a performance review 

SECTION 5 - Construction and Installation of Grantee's Facilities

A. All facilities under authority of this Franchise shall be used, constructed, installed and maintained in accordance with applicable law, codes and regulations, including but not limited to the National Electrical Safety Code (NESC), National Electrical Code (NEC), applicable FCC regulations, Occupational Safety and Health Administration (OSHA) requirements, and Mesilla specifications and engineering standards.

B. Grantee shall, prior to commencing construction work in the Right-of-Way or other public places, apply for a permit at its expense from Mesilla. Grantee will abide by all applicable ordinances, rules, regulations and requirements of Mesilla. Mesilla may inspect the manner of such work and require remedies as may be necessary to assure compliance. Grantee shall obtain excavation permits for streets and alleys, regardless of surfacing types, and traffic control permits for all streets, and shall not obstruct the use of the Right-of-Way. All lines, cables, fibers and conduits laid or installed under this Franchise Agreement shall be so located and placed as not to obstruct or interfere with any water pipes, drains, sewers or other structures already installed, and all such facilities shall be installed subject to approval of the Mayor or his/her designee. Notwithstanding the foregoing, Grantee shall not be obligated to obtain a permit to perform emergency repairs but shall acquire one at its expense as soon as practicable thereafter.

C. To the extent practical and consistent with any permit issued by Mesilla, all facilities shall be located so as to cause minimum interference with the Right-of-Way and shall be constructed, installed, maintained, renovated or replaced in accordance with applicable rules, ordinances and regulations of Mesilla, as they may be amended from time to time.

D. Grantee, at its own expense, and in a manner satisfactory to the Mayor or his/her designee, shall replace any disturbed paving or surface in accordance with Mesilla's standard specifications for street construction.

E. Paved streets shall be bored or drilled when crossed under the ground by Grantee's facilities so that Mesilla's paved Right-of-Way will not be unnecessarily damaged. The Mayor or his/her designee, in his sole discretion, may allow other construction methods when it is found that drilling or boring is unreasonable and will not provide a sufficient public benefit for the cost.

F. If, during the course of work on its facilities, Grantee causes damage to or alters the Right-of-Way or other public property, Grantee shall replace and restore such Right-of-Way

or public property at Grantee's expense to a condition equal to or better than the condition that existed immediately prior to such damage or alteration.

G. Upon request, Grantee agrees to provide GIS mapping layers and As-Built and strand maps or similar records kept in its usual course of business to Mesilla or an unaffiliated person engaged by Mesilla if such person signs Grantee's nondisclosure agreement. Grantor and Grantee agree that the purpose of Grantee's providing GIS mapping layers, As-Built and strand maps is to help prevent accidents when Mesilla or others are digging in the Right-of-Way and assist Mesilla in maintaining an accurate database of underground equipment and facilities in the Right-of-Way.

H. Nothing in this Franchise Agreement shall be construed to prevent Mesilla from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, or other public property. However, before commencing any work within a Right-of-Way that may affect Grantee's facilities, Mesilla shall give written notice to Grantee, and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of Grantee's facilities.

I. Grantee shall not attach to, or otherwise use or commit to use, any pole owned by Mesilla until a separate pole attachment agreement has been executed by the parties.

J. This Franchise Agreement does not establish priority for use of the Right-of-Way over holders of other permits or franchises; and it grants no vested interest in occupying any particular position in the Right-of-Way. Mesilla shall control distribution of space in the Right-of-Way, but may not exercise that authority unreasonably. No location of any of the facilities shall give rise to a vested interest in public property.

K. The Franchise Agreement along with the Town of Mesilla Municipal Code and Mesilla policies and regulations (including, but not limited to, permit, inspection and review fees), set forth all requirements for future construction of Grantee's infrastructure in the Mesilla Right-of-Way.

L. The Grantee agrees to the following build out obligations: provide service availability to at least 50 percent of occupied residential addresses within the Grantee's build plan within thirty-six (36) months of the effective date; and provide service availability to 100 percent of occupied residential addresses, and all business zoned for commercial use, in every case within Grantee's build plan, within forty-eight (48) months.

M. The Grantee shall submit to Mesilla semi-annual maps (GIS shapefile) depicting plant constructed, addresses passed, services activated, and authorized make-ready work completed.

SECTION 6 - Relocation of Facilities and Discontinuing Use/Abandonment

A. Relocation for Mesilla.

1. Grantee shall disconnect, relocate, or remove any of Grantee's facilities, property or equipment located in a Right-of-Way when required by Mesilla consistent with its police powers (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by Mesilla for public purposes). Such work shall be performed at Grantee's expense. Except during an emergency, Mesilla shall provide reasonable notice to Grantee of its need to relocate that is commensurate with the complexity of the project, but in all events never less than sixty (60) days and allow Grantee an opportunity to perform such action. Following notice by Mesilla, Grantee shall relocate, remove, replace, modify or disconnect any of its Facilities or equipment within any Right-of-Way, or on any other property of Mesilla. If Mesilla requires Grantee to relocate its facilities located within the Right-of-Way, Mesilla shall provide Grantee an alternative location within the Right-of-Way.

2. Excluding circumstances or events outside of its reasonable control, if Grantee fails to complete this work within the time prescribed to Mesilla's satisfaction, Mesilla may cause such work to be done at Grantee's cost; and provided further that Mesilla shall not be liable for any damage to any portion of the system except to the extent caused by the negligence of Mesilla or its contractor. Within thirty (30) days of receipt of an itemized list of those costs, Grantee shall pay Mesilla.

B. Temporary Changes for Other Permittees. At the request of any person or entity holding a valid permit, upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its Facilities, property or equipment as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance.

C. Alternatives to Relocation. Grantee may, after receipt of written notice requesting a relocation of its facilities, submit to Mesilla written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Right-of-Way. Mesilla shall promptly evaluate such alternatives and advise Grantee in writing if one or more of the alternatives is suitable. If requested by Mesilla, Grantee shall promptly submit additional information to assist Mesilla in making such evaluation. Mesilla shall give each alternative proposed by Grantee full and fair consideration. In the event Mesilla ultimately determines that there is no other reasonable alternative, Grantee shall relocate the components of the system as otherwise provided herein.

D. Discontinuing Use/Abandonment of System Facilities. Whenever Grantee intends to discontinue using any facility in the Right-of-Way, Grantee shall submit for Mesilla's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that Mesilla allow it to remain in place and to convey same to Mesilla through a letter of abandonment or bill of sale. Mesilla may require Grantee to perform a combination of abandonment, modification or removal of the facility upon a

reasonable schedule set by Mesilla. Until such time as Grantee abandons, removes or modifies the facilities, as directed by Mesilla, Grantee shall be responsible for all necessary repairs and relocations of the facility, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility during such time. If Grantee abandons its facilities, Mesilla may provide Grantee with written notice of Mesilla's desire to utilize such abandoned facilities, and Grantee shall then have one hundred eighty (180) days in which to respond with either assent to transfer such facilities to Mesilla, or an affirmation that such facilities are not abandoned, in which case the facilities shall remain with Grantee. Upon assent by Grantee to the transfer of such facilities, the parties shall execute appropriate documentation to memorialize the transfer.

SECTION 7 - Franchise Fees

A. Payments and Reports.

1. **Quarterly Payments.** From and after the date of Grantee's acceptance of this Franchise Agreement, Grantee will pay Mesilla two percent (5%) of Grantee's Gross Revenues derived from the operation of its services in Mesilla, until adjusted under Section 4. Grantee's Franchise fee payments to Mesilla shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than thirty (30) days after those dates and be accompanied by a detailed report showing Grantee's Gross Revenues for the quarter upon which the Franchise fees are based. Telecommunications Services provided by Grantee to Mesilla, Las Cruces Public Schools, the County and State shall be exempt from the Franchise Fee.

2. In addition to the monetary franchise fee, the Grantee shall provide, at no cost to Mesilla or offset to cash payments, the following community benefits: a free 1 Gbps symmetrical Internet service to each Mesilla Facility identified in Exhibit A within ninety (90) days of serviceability, provided that such locations can be reasonably accommodated in the Grantee's build plan; a public Wi-Fi Hotspots at Mesilla Plaza, La Llorona Park, the Community Center, and any future Mesilla park or gathering space, with a minimum delivered speed of 100 Mbps downstream/20 Mbps upstream, provided that connectivity to such hotspots can be reasonably accommodated in the Grantee's build plan; an Annual Technology & Digital Inclusion Fund Contribution of \$10,000 (adjusted annually by the U.S. CPI-U) to support digital literacy training, device subsidies for low-income households, and related initiatives as determined by Mesilla, unless otherwise prohibited by applicable law.

3. **Institutional Network & Smart-Town Collaboration.** Upon written request, the Grantee shall provide, at no recurring cost, one (1) dark fiber pair between any two Mesilla facilities for public safety, traffic control, or other governmental purposes, subject to reasonable capacity constraints. The parties agree to explore pilot projects leveraging the Grantee's network

for smart-lighting, environmental sensors, emergency alert systems, and other civic technology uses.

4. No Accord and Satisfaction. No acceptance of any payment shall be construed as an accord and satisfaction by Mesilla that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim Mesilla may have for additional sums payable or for the performance of any other obligation of Grantee.

B. Franchise Termination. If this Franchise terminates for any reason, Grantee shall file with Mesilla within ninety (90) calendar days of the date of termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by Grantee since the end of the previous fiscal year.

C. Late Payments. If any Franchise fee payment is not received within thirty (30) days from the end of the calendar quarter, Grantee shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date that payment was originally due until the date Mesilla receives the payment.

D. Other Unpaid Amounts. Other unpaid amounts due from Grantee to Grantor shall accumulate interest at the rate of one percent (1%) above the prime rate of interest as quoted in The Wall Street Journal as of the time the original payment was due.

E. Annual Franchise Fee Reports. Grantee shall, within sixty (60) days after the end of each year, furnish to Mesilla a statement showing the total amount of Gross Revenues for the prior year and all payments and computations for the period.

F. Tax Liability and Other Fees. The Franchise fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of Mesilla, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise fees under this Franchise shall not exempt Grantee from the payment of any permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by Mesilla.

G. Financial Records. Grantee agrees to meet with a representative of Mesilla upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise fee obligations and other procedures, the understanding of which Mesilla deems necessary for reviewing reports and records.

H. Franchise Fees Subject to Audit.

1. Upon reasonable prior written notice and no more than once annually, during normal business hours, Mesilla shall have the right to inspect Grantee's financial records used to calculate Mesilla's Franchise fees; provided, however, that any such inspection shall take place within three (3) years from the date Mesilla receives such payment, after which period any such payment shall be considered final.

2. Upon completion of any such audit by Mesilla, Mesilla shall provide to the Grantee a final report setting forth the Mesilla's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide Mesilla with a written response agreeing to or refuting the results of the audit. Based on these reports and responses, the parties shall agree upon a finally settled amount. For purposes of this Section, the term finally settled amount(s)" shall mean the agreed upon underpayment, if any, to Mesilla by the Grantee as a result of any such audit. If the parties cannot agree on a final settlement amount, the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of competent jurisdiction.

3. If the audit shows that Franchise fee payments have been underpaid by five percent (5%) or more (or such other contract underpayment threshold as set forth in a generally applicable and enforceable regulation or policy of Mesilla related to audits), Grantee shall pay the total cost of the audit, such cost not to exceed seven thousand five hundred dollars (\$7,500) for each year of the audit period. If the audit shows the Franchise fee payments have been overpaid by five percent (5%) or more, Mesilla shall refund the over-collected amounts to be credited by Grantee on the customers' bills.

4. Any finally settled amount due to Mesilla as a result of such audit shall be paid to Mesilla by the Grantee within thirty (30) days from the date the parties agree upon the finally settled amount. Once the parties agree upon a finally settled amount and such amount is paid by the Grantee, Mesilla shall have no further rights to audit or challenge the payment for that period. In the event of an overpayment, the Grantee may withhold the finally settled amount from subsequent payments until the overpayment has been exhausted.



SECTION 8 - Insurance and Indemnification

A. Insurance.

1. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain:

a. Comprehensive General Liability Insurance in the minimum amount of Three Million Dollars (\$3,000,000) for bodily injury or death to any one person, and Three Million Dollars (\$3,000,000) for bodily injury or death of any two or more persons resulting from one occurrence, and Three Million Dollars (\$3,000,000) for property damage resulting from any one accident.

b. Workers' Compensation coverage in accordance with applicable law.

c. Commercial Automobile Liability insurance with minimum combined single limits of Three Million Dollars (\$3,000,000) each occurrence with respect to each of Grantee's owned, hired and non-owned vehicles assigned to or used in the operation of the Telecommunications System in Mesilla. The policy shall contain a severability of interests provision.

d. Employers Liability Insurance in the amount of One Million Dollars (\$1,000,000).

2. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and in the case of Commercial General Liability, for at least one (1) year after expiration of this Franchise Agreement.

3. The insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without thirty (30) days' written notice first provided to Mesilla. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall provide a replacement policy.

4. Deductibles. Any deductible of the policies shall not in any way limit Grantee's liability to Mesilla.

5. Endorsements. All policies shall contain, or shall be endorsed so that:

a. Mesilla, its officers, officials, the Town of Mesilla Board of Trustees, boards, employees and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of acts performed by, or on behalf of, Grantee under this Franchise or any omissions thereof;

b. Grantee's insurance coverage shall be primary insurance with respect to Mesilla, its officers, officials, the Town of Mesilla Board of Trustees, boards, employees and agents. Any insurance or self-insurance maintained by Mesilla, its officers, officials, the Town of Mesilla Board of Trustees, boards, employees and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and

c. Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

6. Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A VII."

7. Verification of Coverage. The Grantee shall furnish Mesilla with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

B. Indemnification. The Grantee shall indemnify, defend and hold harmless Mesilla, its officers, officials, employees, and agents from and against any liability, action or claims resulting in damage, loss, cost or expense, or bodily injury that arise out of the Grantee's construction, excavation, operation, maintenance, reconstruction, upgrade, repair, relocation or removal of the Telecommunications System, or arising from any injury to Person or property, including, without limitation, copyright infringement, defamation or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee including, but not limited to, court and appeal costs, reasonable attorneys' fees and expenses. Mesilla shall give the Grantee written notice of its obligation to indemnify, defend and hold harmless Mesilla within ten (10) business days of receipt of a claim or action pursuant to this subsection. Failure of Mesilla to timely give such notice to Grantee shall not relieve Grantee of its indemnifications obligations hereunder unless the Grantee can demonstrate actual prejudice.

1. Settlement. Grantee may not agree to any settlement of claims affecting Mesilla without Mesilla's prior written approval.

2. Non-avoidance. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

3. Expenses. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between Mesilla and the counsel selected by Grantee to represent Mesilla, Grantee shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by Mesilla in defending itself with regard to any action, suit or proceeding indemnified by Grantee. Provided, however, that in the event that such separate representation is or becomes necessary, and Mesilla desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then Mesilla shall be required to obtain Grantee's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. Mesilla's expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by legal counsel or any employees of Mesilla or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided to Mesilla by Grantee.

SECTION 9 - Generally Applicable Bonds

Grantee shall be required to obtain bonds, such as generally applicable construction bonds, as deemed necessary by Mesilla. The bonds cover the full cost of labor, materials and all other items associated with the construction of Grantee's Telecommunications System in Mesilla.

SECTION 10 - Enforcement and Termination of Franchise

A. Notice of Violation or Default. In the event Mesilla believes that the Grantee has not complied with a material term of the Franchise Agreement, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

B. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of Mesilla's written notice: (i) to respond to Mesilla, contesting the assertion of noncompliance or default; or (ii) to cure such default; or (iii) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify Mesilla of the steps being taken and the projected date that the cure will be completed.

C. Public Hearing. In the event the Grantee fails to respond to Mesilla's notice or in the event that the alleged default is not remedied within thirty (30) days or the date projected by the Grantee, the Town of Mesilla Board of Trustee shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Town of Mesilla Board of Trustees, which is scheduled at a time that is no less than ten (10) business days therefrom. Mesilla shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

D. Enforcement. Subject to applicable federal and state law, in the event Mesilla, after such public hearing, determines that the Grantee is in default of any material provision of the Franchise, Mesilla may:

1. seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or

2. in the case of a default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

a. Mesilla shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of noncompliance with a material provision of the Franchise. The notice shall set forth specifically with the exact nature of the noncompliance. The Grantee shall have thirty (30) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event Mesilla has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy, it may then seek termination of the Franchise at a public hearing. The Mesilla shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

b. At the designated hearing, Mesilla shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be terminated. The public

hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of Mesilla shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of Mesilla “de novo” and to modify or reverse such decision as justice may require.

E. Technical Violation. Mesilla agrees that it is not its intention to subject the Grantee to fines, forfeitures or revocation of the Franchise for so-called “technical” breaches or violations of the Franchise Agreement.

SECTION 11 - Customer Service and Consumer Protection

A. Standards. The Grantee shall comply with the customer service standards set forth in New Mexico Public Regulation Commission rules, and the service quality metrics in Exhibit B.

B. Local Presence. The Grantee shall maintain a toll-free customer service number answered by a live representative twenty-four (24) hours per day and shall operate a payment and equipment exchange location within Doña Ana County or provide at-door equipment pickup at no cost to Subscribers.

C. Service Credits. Outages exceeding four (4) continuous hours in a 24-hour period shall result in prorated credits to affected Subscribers automatically applied.

SECTION 12 - Miscellaneous Provisions

A. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged default occurred or were caused by pandemic, strike, riot, war, earthquake or other catastrophic act of nature, labor disputes or failure of electric service necessary to operate the Telecommunications System or other event that is reasonably beyond the Grantee’s ability to anticipate or control.

B. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested or by reputable overnight courier service and addressed as follows:

To Mesilla:

Town of Mesilla
Attn: Town Clerk
Attn: Mayor
P.O. Box 10
Mesilla, New Mexico 88001
clerk@mesillanm.gov

mayor@mesillanm.gov

To the Grantee:

Ripple Fiber New Mexico LLC
Attn: Chief Legal Officer
6000 Fairview Rd., Suite 300
Charlotte, NC 28210
josh@ripplefiber.com

C. Entire Agreement. This Franchise and Release dated September ___, 2025, represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof.

D. Assignment. The Grantee shall not transfer the Telecommunications System or this Franchise without the prior written consent of Mesilla, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer by mortgage, hypothecation, or by assignment of any right, title, or interest of the Grantee in the Franchise Agreement or in the Telecommunications System in order to secure indebtedness, or (ii) a transfer to an affiliate of Grantee.

E. Severability. If any section, subsection, sentence, clause or phrase of this Franchise Agreement is for any reason declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such declaration shall not affect the validity of the remaining portions hereof, all of which shall remain in full force and effect.

F. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by Mesilla and Grantee.

G. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public or person to enforce the terms of this Franchise Agreement.

H. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Mesilla may have under Federal or State law. Without limitation, Mesilla specifically reserves all of its governmental immunities under Federal, State and local law.

I. Governing Laws. This Franchise shall be governed, construed and enforced in accordance with the laws of the State of New Mexico, any applicable rules, regulations, standards and orders of the FCC, and any other applicable local, state and federal laws, rules, regulations, legislation or orders (as such now exist, are later amended or subsequently adopted).

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date first above written.

TOWN OF MESILLA, NEW MEXICO

By: _____

Name: _____

Title: _____

RIPPLE FIBER, LLC

By: _____

Name: _____

Title: _____