

Final



THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA WILL HOLD A WORK SESSION ON MONDAY, OCTOBER 28, 2019 AT 5:00 P.M. IN THE BOARD ROOM OF THE MESILLA TOWNHALL, 2231 AVENIDA DE MESILLA.

1. **Discussion:** Revisions to the Town of Mesilla Personnel Rules and Regulations Handbook. – *Cynthia Stoechner-Hernandez, Clerk/Treasurer.*

THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA WILL HOLD A REGULAR MEETING ON MONDAY, OCTOBER 28, 2019 AT 6:00 P.M. IN THE BOARD ROOM OF THE MESILLA TOWNHALL, 2231 AVENIDA DE MESILLA.

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL & DETERMINATION OF A QUORUM**
3. **CHANGES TO THE AGENDA & APPROVAL**
4. **PUBLIC INPUT** – The public is invited to address the Board for up to 3 minutes.
5. ***APPROVAL OF CONSENT AGENDA – (The Board will be asked to approve by one motion the following items of recurring or routine business. The Consent Agenda is marked with an asterisk *):**
 - a) ***BOT Minutes** – Minutes of a Regular Meeting on October 15th, 2019.
 - b) ***PZHAC Case 060964**– 2655 Calle de Parian, William and Stephan McIlvaine; a request for a zoning permit to remove and replace fifteen windows on the main dwelling at this address. Zoned: Historic Residential (HR)
 - c) ***PZHAC Case 060965**– 2655 Calle de Parian, submitted by William and Stephan McIlvaine; a request for a zoning permit to replace a metal roof on the main dwelling at this address with a tile roof. Zoned: Historic Residential (HR).
 - d) ***PZHAC Case 060966**– 2655 Calle de Parian, submitted by William and Stephan McIlvaine; a request for a zoning permit to restucco the main dwelling at this address. Zoned: Historic Residential (HR).
 - e) ***PZHAC Case 060967** – 2363 Calle de Santiago, submitted by Mary Lucero; a request for a zoning permit to install photo-voltaic cells on a dwelling at this address. Zoned: Historical Residential (HR).
 - f) ***PZHAC Case 060973** – Immediately adjacent to the east side of 2138 Calle del Sur (address to be assigned) submitted by Davie and Kelly Salas; a request for a zoning permit to allow the construction of two rental units on a property at this address. Zoned: Historical Residential (HR).
6. **OLD BUSINESS:**
 - a) **PZHAC Case 060957** – 2782 Calle de San Albino, submitted by John Wright; a request for a zoning permit to remodel and build an addition to a dwelling at. Zoned: Historical Residential (HR).
 - b) **PZHAC Case 060968** – SW corner of Calle de Colon and Calle de Tercera; submitted by

Samuel Kane; a request for a zoning permit to allow the construction of four rental units on a property at this address. Zoned: Historical Residential (HR).

7. NEW BUSINESS:

- a) **For Approval:** an engineering agreement for MES2019-03 for the design for Calle de Oeste, Santiago and Principal Reconstruction in the amount of \$13,319.50, plus NMGRT funded through Capital Outlay. – *Rod McGillivray, Public Works Director.*
- b) **For Approval:** an engineering agreement for MES2019-12 for the design for Calle de Parian Reconstruction project in the amount of \$16,059.50, plus NMGRT funded through the Local Government Road Fund (NMDOT). – *Rod McGillivray, Public Works Director.*
- c) **Resolution 2019-21:** Authorizing the execution and delivery of a loan agreement and intercept between the Town of Mesilla and the New Mexico Finance Authority in the principal amount of \$95,718 for the purpose of acquiring two new police interceptor vehicles with equipment to be repaid from the Law Enforcement Protection Fund. – *Cynthia Stoehner-Hernandez, Clerk/Treasurer.*
- d) **Resolution 2019-22:** Authorizing the Town’s Participation in the Local Government Transportation Project Fund Program administered by the New Mexico Department of Transportation in the amount of \$844,000 to be used for the Calle del Norte Multi-Use Path Phase II project. – *Rod McGillivray, Public Works Director.*

8. BOARD OF TRUSTEE COMMITTEE REPORTS

9. BOARD OF TRUSTEE/STAFF COMMENTS

10. ADJOURNMENT

NOTICE:

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

Posted 10/25/19 at the following locations: Town Clerk’s Office 2231 Avenida de Mesilla, Public Safety Building 2670 Calle de Parian, Mesilla Community Center 2251 Calle de Santiago, Shorty’s Food Mart 2290 Avenida de Mesilla, Ristramn Chile Co., 2531 Avenida de Mesilla and the U.S. Post Office 2253 Calle de Parian.



**BOARD OF TRUSTEES
TOWN OF MESILLA
REGULAR MEETING
TUESDAY, OCTOBER 15, 2019
6:00 P.M.**

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- TRUSTEES:** Nora L. Barraza, Mayor
Stephanie Johnson-Burick, Mayor Pro Tem (absent)
Carlos Arzabal, Trustee
Jesus Caro, Trustee
Veronica Garcia, Trustee
- STAFF:** Cynthia Stoechner-Hernandez, Town Clerk/Treasurer
Kevin Hoban, Fire Chief
Rod McGillivray, Public Works Director
Enrique Salas, Lieutenant
Gloria Maya, Recorder
- PUBLIC:** Mary Helen Ratje Diana Davidson
Victor Sakalys Julie Phillips
Ralph Geck Cecilia Vigil
Becky King Alyssa Myrick
Vanessa Lara Susan Krueger
Sam McBurney Krista Wahlen
Marisol Diaz Michael Milam

1. PLEDGE OF ALLEGIANCE

Mayor Barraza led the Pledge of Allegiance.

2. ROLL CALL & DETERMINATION OF A QUORUM

Roll Call.

Present: Mayor Nora L. Barraza, Trustee Carlos Arzabal, Trustee Jesus Caro, Trustee Veronica S. Garcia.

3. CHANGES TO THE AGENDA & APPROVAL

Mayor Barraza requested removing Case #06098 and Case #060957 from the agenda.

1 **Motion: To approve agenda as amended, Moved by Trustee Arzabal, Seconded by Trustee Garcia.**

2

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

4 **Trustee Carlos Arzabal Yes**

5 **Trustee Jesus Caro Yes**

6 **Trustee Veronica S. Garcia Yes**

7

8 **4. PRESENTATION:**

9 1. A presentation regarding developing and possibly adopting a Social Host Ordinance (SHO).
10 – **Chief Vanessa Lara, City of Anthony Police.**

11 Ms. Myrick and Police Chief Lara gave a presentation regarding developing and possibly adopting a
12 Social Host Ordinance. They addressed the liabilities to property owners. They recommended being
13 thoughtful and careful (i.e. verbiage) when putting the ordinance together in order to give the whole
14 picture.

15

16 Ms. Myrick stated it is important to take steps to protect our community for a healthy future.

17

18 Mayor Barraza stated years past parties were held in vacant homes in Mesilla. SHO discussion has taken
19 place; it will be placed on the agenda for the next meeting.

20

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

22 Ms. Ratje stated she petitioned the trustees to reconsider the fee they will be charged for the use of the
23 auditorium. The Pilates instructor is a volunteer and only the lights on the stage are on during the class.
24 Ms. Parra, who we scheduled the class with and who was in charge, would let us know if there was an
25 event; we were very flexible. It is a Community Center and we need to do things for the community to
26 avoid being in risk with the population. We do try to give the instructor a donation. We have been told
27 that we will have to pay \$50 an hour; \$100 a week. She is asking that the cost be reconsidered.

28

29 Ms. Vigil stated she echoed what Ms. Ratje has said.

30

31 Ms. King stated Ms. Sellers walked into the Pilates class and asked for the keys. She came to speak to
32 Ms. Sellers who told her about the fees. She was not given the courtesy of a phone call prior to walking
33 into her class. She was told that the class which takes place after her class does not pay a fee. We serve
34 the community.

35

36 Ms. Krueger commented on Case #262957 – 8 ft. wall; Case #060968 – northern New Mexico style; and
37 street scape. Recommended looking carefully at maintaining our historic character.

38

39 Mr. Geck stated Case #060968 was voted on a blink of an eye. He counted seven (7) apartments within
40 yards of his house. He objects to apartments being built in Mesilla as a whole. The Kane family could
41 bring a proposal for a modest home that goes with our neighborhood. He hopes the board is listening and
42 carefully considers this request.

1 Ms. Phillips stated she feels it is a good thing for Mesilla to have Pilates.

2

3 Ms. Davidson stated the class was very beneficial for Mesilla.

4

5 Ms. Diaz stated on October 26th Mesilla will hold the Prescription Take Back Program at the Town Hall
6 beginning at 2:00 p.m. in collaboration with DEA. Thanked Mesilla for their partnership. There are drop
7 boxes in Hatch, Walmart, CVS, Walgreens and Dona Ana County Sheriff's office.

8

9 Ms. Myrick stated the Town of Mesilla's Marshal Department will man the site this year.

10

11 **6. CLOSED SESSION** - pursuant to NMSA 1978 Chapter 10-15-1(H)(2): discussion of limited
12 personnel matters relating to the Marshal's Department. – *Nora L. Barraza, Mayor*

13 **Motion: To enter Closed Session pursuant to NMSA 1978 Chapter 10.15.1(H)(2): discussion of**
14 **limited personnel matters relating to the Marshal's Department, Moved by Trustee Arzabal,**
15 **Seconded by Trustee Garcia.**

16

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

18 **Trustee Carlos Arzabal Yes**

19 **Trustee Jesus Caro Yes**

20 **Trustee Veronica S. Garcia Yes**

21

22 **Entered Closed Session at 6:47 p.m.**

23

24 **Motion: To enter Regular Meeting after limited discussion limited to personnel matters relating to**
25 **the Marshal's Department - pursuant to NMSA 1978 Chapter 10.15.1(H)(2); no action taken,**
26 **Moved by Trustee Caro, Seconded by Trustee Garcia.**

27

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

29 **Trustee Carlos Arzabal Yes**

30 **Trustee Jesus Caro Yes**

31 **Trustee Veronica S. Garcia Yes**

32

33 **Entered Regular Meeting at 7:11 p.m.**

34

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

38 Trustee Arzabal requested placing New Business item 9b on the consent agenda.

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40 **Motion: To approve consent agenda as amended, Moved by Trustee Arzabal, Seconded by Trustee**
41 **Garcia.**

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

Trustee Carlos Arzabal Yes

Trustee Jesus Caro Yes

Trustee Veronica S. Garcia Yes

- a) ***BOT Minutes** – Minutes of a Regular Meeting & Work Session on September 23, 2019. *Approved by consent agenda*
- b) ***PZHAC Case 060968** – SW corner of Calle de Colon and Calle de Tercera; submitted by Samuel Kane; a request for a zoning permit to allow the construction of four rental units on a property at this address. Zoned: Historical Residential (HR). *Removed from agenda*

8. OLD BUSINESS:

- a) **PZHAC Case 060957** – 2782 Calle de San Albino, submitted by John Wright; a request for a zoning permit to remodel and build an addition to a dwelling at. Zoned: Historical Residential (HR). *Removed from agenda*

9. NEW BUSINESS:

- a) **For Approval:** action on limited personnel matters following closed session relating to the Marshal’s Department. – *Nora L. Barraza, Mayor.*

Mayor Barraza recommended termination of Marshal Presha.

Motion: To approve termination of Marshal Presha, Moved by Trustee Caro, Seconded by Trustee Garcia.

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

Trustee Carlos Arzabal Yes

Trustee Jesus Caro Yes

Trustee Veronica S. Garcia Yes

- b) **For Approval:** An agreement between the Department of Finance and Administration and the Town of Mesilla in the amount of \$132,130 in Capital Outlay Funding for La Llorona Trail. – *Rod McGillivray, Public Works Director. Approved by consent agenda*

10. *STAFF REPORTS:

- Community Development
- Community Programs
- Finance Department
- Fire Department
- Marshal’s Department
- Public Works Department

11. BOARD OF TRUSTEE COMMITTEE REPORTS

1 Trustee Arzabal stated Chief Elected Official meeting will be held on December 13th in Hatch.
2 Mayor Barraza stated the MPO was cancelled. She attended Blue Ribbon Ceremony for the National
3 Guard units that are being deployed to Egypt; NMML Board of Directors meeting; Taylor/Reynolds
4 Museum Board meeting; Walk to School Day; Dona Ana County Clean and Beautiful meeting; SCCOG
5 meeting. We will be looking at starting a recycle program. She will be attending the RTD meeting on
6 October 25th. NMML Infrastructure Conference will be held at the Convention Center on 23rd through the
7 25th. The Jazz Happening and the Los Leones Car Show took place. Ms. Sellers has been working
8 diligently on the Halloween Carnival which will take place on October 26th. The entrance charge will be
9 one can good.

10

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

12 Trustee Garcia stated she will not be in attendance for the October 28th Board Meeting.

13 Trustee Arzabal asked if the board will be working on the Sign Ordinance.

14 Mayor Barraza responded there will be two (2) different ordinances.

15 Trustee Caro stated he understands the Pilates groups concern. We may want to look at lower fees. This
16 is good for the community; believes we need to work with them.

17 Lieutenant Salas stated the Prescription Take Back Program is a good opportunity to dispose stale,
18 outdated drugs. This will take place October 26th from 10:00 a.m. to 2:00 p.m.

19 Mayor Barraza stated the town did not know the classes were still being held; they were not on the
20 schedule. The key was originally issued to Ms. King's daughter who filled out the form. Ms. Sellers
21 asked Ms. King to come into the office which she did on Tuesday. She became upset and walked out
22 when she was told there would be a charge. Due to the anti-donation clause we cannot allow anyone to
23 use the center for free; even staff is charged a fee. The non-profit fee is \$50 a day. Centers around the
24 community charge a fee. Since Ms. Ratje is a resident that is the fee that was offered. We cannot do it
25 for one without doing it for all and everyone that is currently using the center is paying a rental fee.

26 Trustee Garcia asked her to reach out to the group.

27 Mayor Barraza responded she would be happy to meet with them. She did reach out to Ms. Ratje to
28 discuss the fees prior to this meeting.

29

30 **13. ADJOURNMENT**

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

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33 **MEETING ADJOURNED AT 6:42 P.M.**

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35 **APPROVED THIS 28th DAY OF OCTOBER, 2019.**

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Nora L. Barraza
Mayor

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ATTEST:

Cynthia Stoechner-Hernandez
Town Clerk/Treasurer

Draft

**BOT ACTION FORM
ZONING PERMIT 060957
[PZHAC REVIEW – 9/17/19]
STAFF ANALYSIS**

(PZHAC decision was based on information provided during the Work Session – Item 3)

This case was originally scheduled to be heard by the BOT at their regularly scheduled meeting on October 14, 2019 but was postponed in order to allow staff to provide additional information about the property to the BOT. That information, which was part of the write-up to the PZHAC, is included here as part of the PZHAC Work Session write-up. The applicant will also be available at the meeting to answer any questions that might arise.

Case 060957 – 2782 Calle de San Albino, submitted by John Wright; a request for a zoning permit to remodel and build an addition to a dwelling at. Zoned: Historical Residential (HR)

Staff Analysis:

The proposed work was discussed in the PZHAC Work Session held prior to this meeting. (Please refer to the information provided in the write-up for this item in the Work Session.)

If it is determined that the proposed addition is acceptable to the Town as proposed, or if an alternate solution is arrived at, then the request can proceed on the assumption that all requirements of the Code will be satisfied. The PZHAC should continue on to approve the request based on the Findings stated below.

If, on the other hand, it is determined that the proposed addition is not be acceptable to the Town, and no other solution can be reached, then the PZHAC should either postpone the request further until the applicant can return with a proposal that meets the standards set forth by the PZHAC; or the PZHAC should deny the request based on the request not meeting any or all of the Findings as listed.

Estimated Cost: @ \$67,000.00

Consistency with the Code:

The PZHAC will need to determine that the proposed addition be consistent with the requirements of the HR zoning district. Additionally, the PZHAC will need to determine that the request meets all other development and application requirements of the Code.

The PZHAC will also need to determine that the request, as submitted, is consistent with the all other sections of the **Building and Zoning Codes** that may be applied to this project.

Findings:

- The PZHAC has jurisdiction to review and approve this request.
- The proposed work consists of constructing an addition to dwelling on a residential property at this address.
- The PZHAC has determined that the proposed addition meets all applicable Code requirements.

PZHAC OPTIONS:

1. Recommend approval of the requested zoning permit to the BOT.
2. Recommend approval of the requested zoning permit to the BOT with conditions.
3. Reject the permit.

PZHAC ACTION:

The PZHAC determined that the addition to the existing dwelling would not negatively change the character of the existing structure, and would not be out of character with the of the other dwellings nearby, and voted 3 – 0 to recommend APPROVAL of this request to the BOT.

BOT OPTIONS:

1. Approve the application as recommended by the PZHAC.
2. Approve the application with conditions.
3. Reject the application.

BOT ACTION:

**PZHAC WORK SESSION
SEPTEMBER 16, 2019
ITEM 3**

Submitted by John Wright; a request to discuss plans to remodel and build an addition to a dwelling at 2782 Calle de San Albino. (Case 060957) Zoned: Historical Residential (HR)

Mr Wright would like to discuss his plans to remodel and add additions to the dwelling at this address. He has been before the PZHAC in 2016 (Case 060455) for permission to construct alterations to a dwelling and a build a garage at this address. Issues that resulted from the work approved at that time included the height of the resulting structure not being compatible with other structures in the area, and drainage onto the neighboring property to the north. To address the height issue, the applicant lowered the finished height of the garage by about 1.5 feet during construction of the garage. To address the drainage issue, the applicant came before the PZHAC in October of 2018 for a permit (Case 06774) to build an adobe wall along the north property line to hold back and redirect run-off from the property. In October of 2018 the PZHAC decided to postpone a decision on a permit request to allow further renovations and additions to the dwelling (Case 060779) in order to allow the applicant to complete the adobe wall to address the drainage issue. Now that the adobe wall is complete, the applicant would like to continue with the renovations and addition to the dwelling that had originally been proposed.

The purpose of this permit request is to allow further alterations and additions to the existing structure. Mr. Wright is aware that he will need to ensure that any changes to the structure, along with any new construction on the property, will need to match and maintain the architectural style and character of the existing structure as set forth in the Historic Preservation section of the Code. He is also aware that the overall height of the structure with respect to other structures in the development zone will be a concern.

The property is a 0.36 acre residential parcel that is bordered by Calle de San Albino, Calle de Santa ana, and Calle de Guadalupe. The property currently contains a single family dwelling and a large garage and workshop. The single family dwelling has a yard that is currently surrounded by an 8 foot high wall that connect with the walls of the dwelling. The applicant would like to enclose part of the open area with the existing walls of the structure (see site plan) to form an addition to the existing dwelling. The proposed addition will use part of this wall as an exterior wall for the addition and the wall will be increased in height to about 14.5 feet (see attached plans). Several windows will be added to the existing walls. Since the addition will be entirely within the existing walls of the structure and there will be no increase to the footprint of the walled structure other than connecting the exterior wall with the garage that had been added to the structure.

Attached is the worksheet and description for the property from the Historic Register for the Town showing that the original dwelling contributes to the architectural character of the surrounding area. The Registry indicates that the dwelling was a small structure that was built about 1915. There have been substantial additions and changes to the structure since that time. Records of previous work that was done on the property are for repairs to a soffit and a repainting in 2006, as well as the addition of the garage in 2016. There are no records of other work or additions in the file.

The County Assessor's office indicates the dwelling was built in 1940, and lists the style of the house as "conventional". The worksheet for the Historical Register for Mesilla states that the house was built in 1915, has a flat roof and parapet, and lists the architectural style as "adobe vernacular". When compared to the Yguado Plan, the house appears to have a "Territorial" style.

In addition to plans for the renovations and addition, photos that show the existing structure as well as structures on surrounding properties are also attached.

Estimated Cost: @ 67,000.00

Consistency with the Code:

The PZHAC will need to determine that the proposed alterations and additions will be compatible with the surrounding properties, especially the development zone for the property, and that the proposed alterations will not change the style of the dwelling or have a negative effect on neighboring properties.

The applicant will be present at the work session to provide further details about the proposed construction, and to answer any questions that may arise.

Doña Ana County, NM

General Reference Maps

2014 Aerial | Addresses | County Address Points

Maps

Legend

Map Themes

Parcels

UDC Zoning

Roads and Transportation

NM House Districts

NM Senate Districts

County Commission Districts

City Council Districts

Median Household Income

General Land Ownership

Account Number: [80400652](#)

Parcel Number: 4006138315007

Owner: WRIGHT JOHN

Mail Address: PO BOX 566

Subdivision:

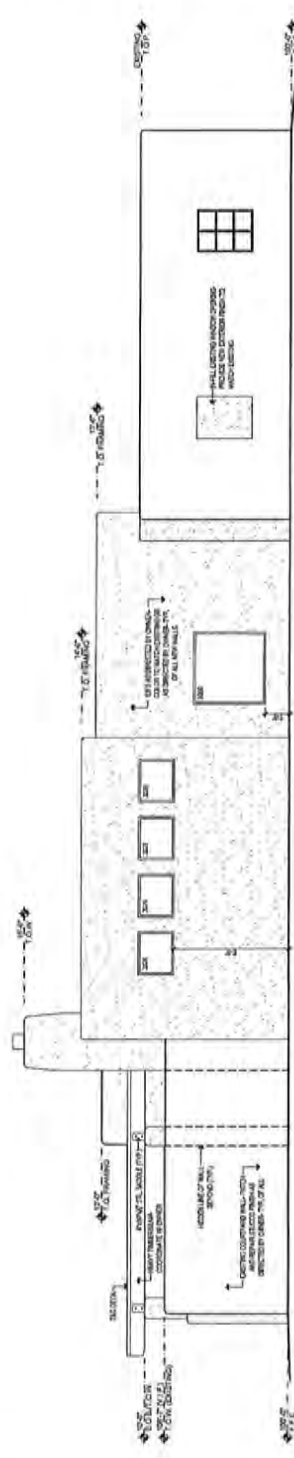
Property Address: 2782 CALLE DE SAN ALBINO

Acres: 0

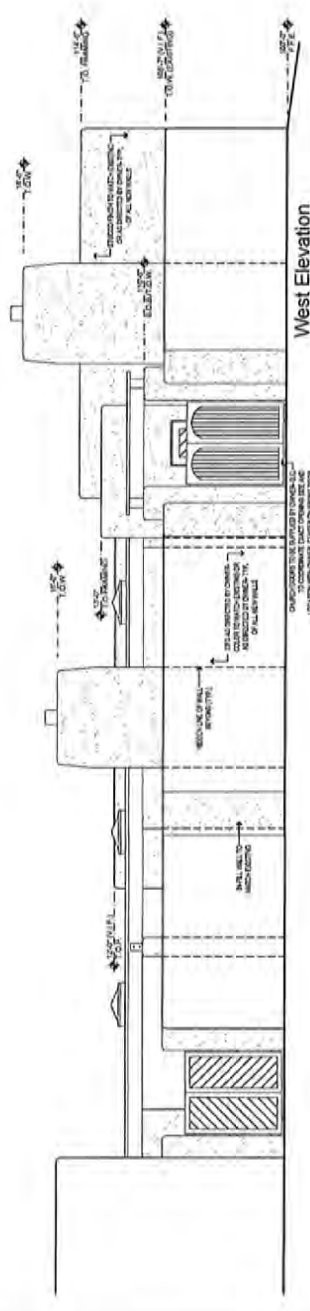


GENERAL NOTES

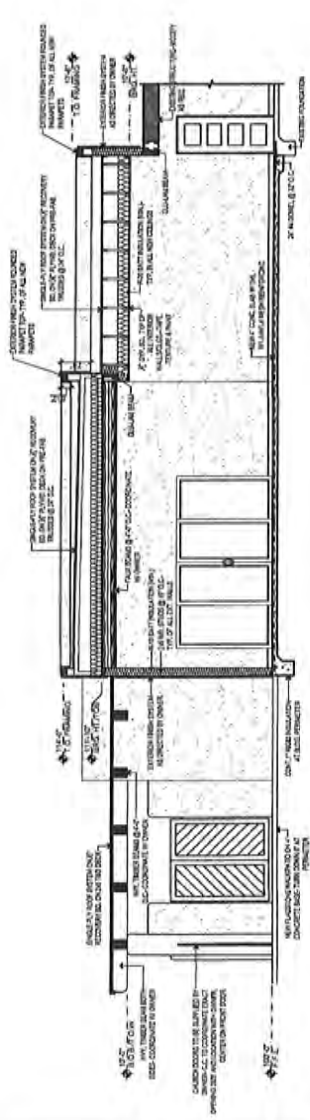
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODES AND ALL APPLICABLE LOCAL ORDINANCES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL CODES AND ALL APPLICABLE LOCAL ORDINANCES.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ELECTRICAL CODES AND ALL APPLICABLE LOCAL ORDINANCES.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES AND ALL APPLICABLE LOCAL ORDINANCES.
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL FIRE AND SAFETY CODES AND ALL APPLICABLE LOCAL ORDINANCES.
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ENERGY EFFICIENCY CODES AND ALL APPLICABLE LOCAL ORDINANCES.
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ENVIRONMENTAL DESIGN AND CONSTRUCTION CODES AND ALL APPLICABLE LOCAL ORDINANCES.
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15. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL TRADE ASSOCIATION STANDARDS AND ALL APPLICABLE LOCAL ORDINANCES.
16. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PROFESSIONAL STANDARDS AND ALL APPLICABLE LOCAL ORDINANCES.
17. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ETHICAL STANDARDS AND ALL APPLICABLE LOCAL ORDINANCES.
18. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL LEGAL STANDARDS AND ALL APPLICABLE LOCAL ORDINANCES.
19. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL REGULATORY STANDARDS AND ALL APPLICABLE LOCAL ORDINANCES.
20. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL COMPLIANCE STANDARDS AND ALL APPLICABLE LOCAL ORDINANCES.



South Elevation
scale 1/4" = 1'-0"



West Elevation
scale 1/4" = 1'-0"

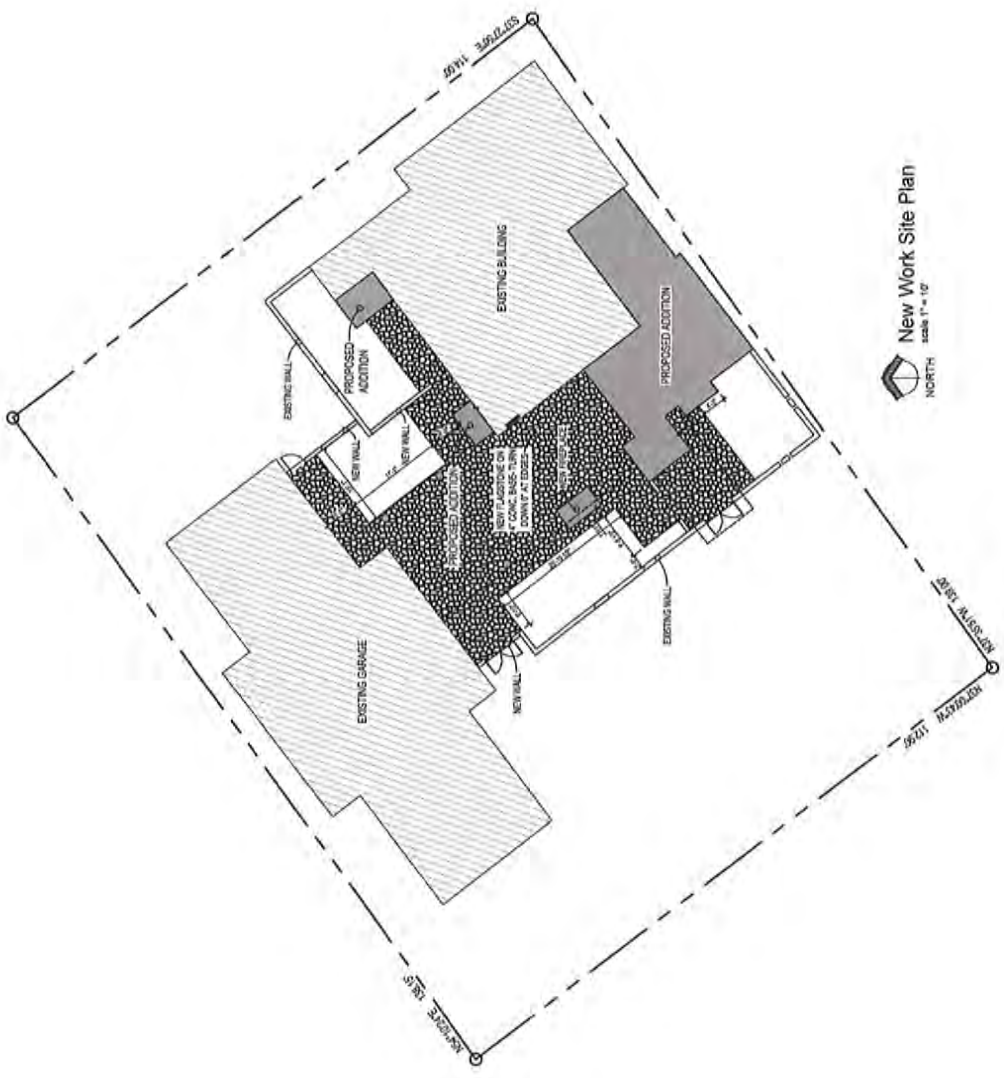


Building Section
scale 1/4" = 1'-0"

WRIGHT RESIDENCE REMODEL
2782 Calle de San Albino
Mesilla, NM
August 5, 2019

GENERAL NOTES

- A. CONSTRUCTION RESPONSIBILITY FOR WORK UNDERGROUND IS THE CONTRACTOR'S RESPONSIBILITY.
- B. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC).
- C. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL CODE (IMC) AND THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODE (IPMC).
- D. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.
- E. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ELECTRICAL CODE (IEC) AND THE LATEST EDITIONS OF THE INTERNATIONAL FIRE AND ALARM CODE (IFAC).
- F. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC) AND THE LATEST EDITIONS OF THE INTERNATIONAL GREEN BUILDING CONSTRUCTION CODE (IGBC).
- G. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SCHEDULING CODE (ISC) AND THE LATEST EDITIONS OF THE INTERNATIONAL CONSTRUCTION SCHEDULE CODE (ICSC).
- H. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SAFETY AND HEALTH CODE (ISHC) AND THE LATEST EDITIONS OF THE INTERNATIONAL OCCUPATIONAL SAFETY AND HEALTH CODE (IOSHC).
- I. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ENVIRONMENTAL CODE (IEC) AND THE LATEST EDITIONS OF THE INTERNATIONAL ENVIRONMENTAL CONSTRUCTION CODE (IECC).
- J. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ACCESSIBILITY CODE (IAC) AND THE LATEST EDITIONS OF THE INTERNATIONAL ACCESSIBILITY CONSTRUCTION CODE (IACC).
- K. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL TRANSPORTATION CODE (ITC) AND THE LATEST EDITIONS OF THE INTERNATIONAL TRANSPORTATION CONSTRUCTION CODE (ITCC).
- L. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MARINE CODE (IMC) AND THE LATEST EDITIONS OF THE INTERNATIONAL MARINE CONSTRUCTION CODE (IMCC).
- M. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL AIRCRAFT CODE (IAC) AND THE LATEST EDITIONS OF THE INTERNATIONAL AIRCRAFT CONSTRUCTION CODE (IACC).
- N. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SPACE CODE (ISC) AND THE LATEST EDITIONS OF THE INTERNATIONAL SPACE CONSTRUCTION CODE (ISCC).
- O. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL TELECOMMUNICATIONS CODE (ITC) AND THE LATEST EDITIONS OF THE INTERNATIONAL TELECOMMUNICATIONS CONSTRUCTION CODE (ITCC).
- P. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BROADCASTING CODE (IBC) AND THE LATEST EDITIONS OF THE INTERNATIONAL BROADCASTING CONSTRUCTION CODE (IBCC).
- Q. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SOUND AND VIBRATION CODE (ISVC) AND THE LATEST EDITIONS OF THE INTERNATIONAL SOUND AND VIBRATION CONSTRUCTION CODE (ISVCC).
- R. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL LIGHTING CODE (ILC) AND THE LATEST EDITIONS OF THE INTERNATIONAL LIGHTING CONSTRUCTION CODE (ILCC).
- S. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SOUND RECORDING AND REPRODUCTION CODE (ISRR) AND THE LATEST EDITIONS OF THE INTERNATIONAL SOUND RECORDING AND REPRODUCTION CONSTRUCTION CODE (ISRRCC).
- T. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL TELEVISION AND SOUND RECORDING AND REPRODUCTION CODE (ITSR) AND THE LATEST EDITIONS OF THE INTERNATIONAL TELEVISION AND SOUND RECORDING AND REPRODUCTION CONSTRUCTION CODE (ITSRCC).
- U. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RADIO AND TELEVISION BROADCASTING CODE (ITR) AND THE LATEST EDITIONS OF THE INTERNATIONAL RADIO AND TELEVISION BROADCASTING CONSTRUCTION CODE (ITRCC).
- V. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL TELECOMMUNICATIONS AND BROADCASTING CODE (ITBC) AND THE LATEST EDITIONS OF THE INTERNATIONAL TELECOMMUNICATIONS AND BROADCASTING CONSTRUCTION CODE (ITBCCC).
- W. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL TELECOMMUNICATIONS AND BROADCASTING CONSTRUCTION CODE (ITBCCC).
- X. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL TELECOMMUNICATIONS AND BROADCASTING CONSTRUCTION CODE (ITBCCC).
- Y. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL TELECOMMUNICATIONS AND BROADCASTING CONSTRUCTION CODE (ITBCCC).
- Z. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL TELECOMMUNICATIONS AND BROADCASTING CONSTRUCTION CODE (ITBCCC).



REVISION	DATE
OWNER DIRECTED CHANGES	7/28/19

WRIGHT RESIDENCE REMODEL
2782 Calle de San Albino
Mesilla, NM
August 5, 2019

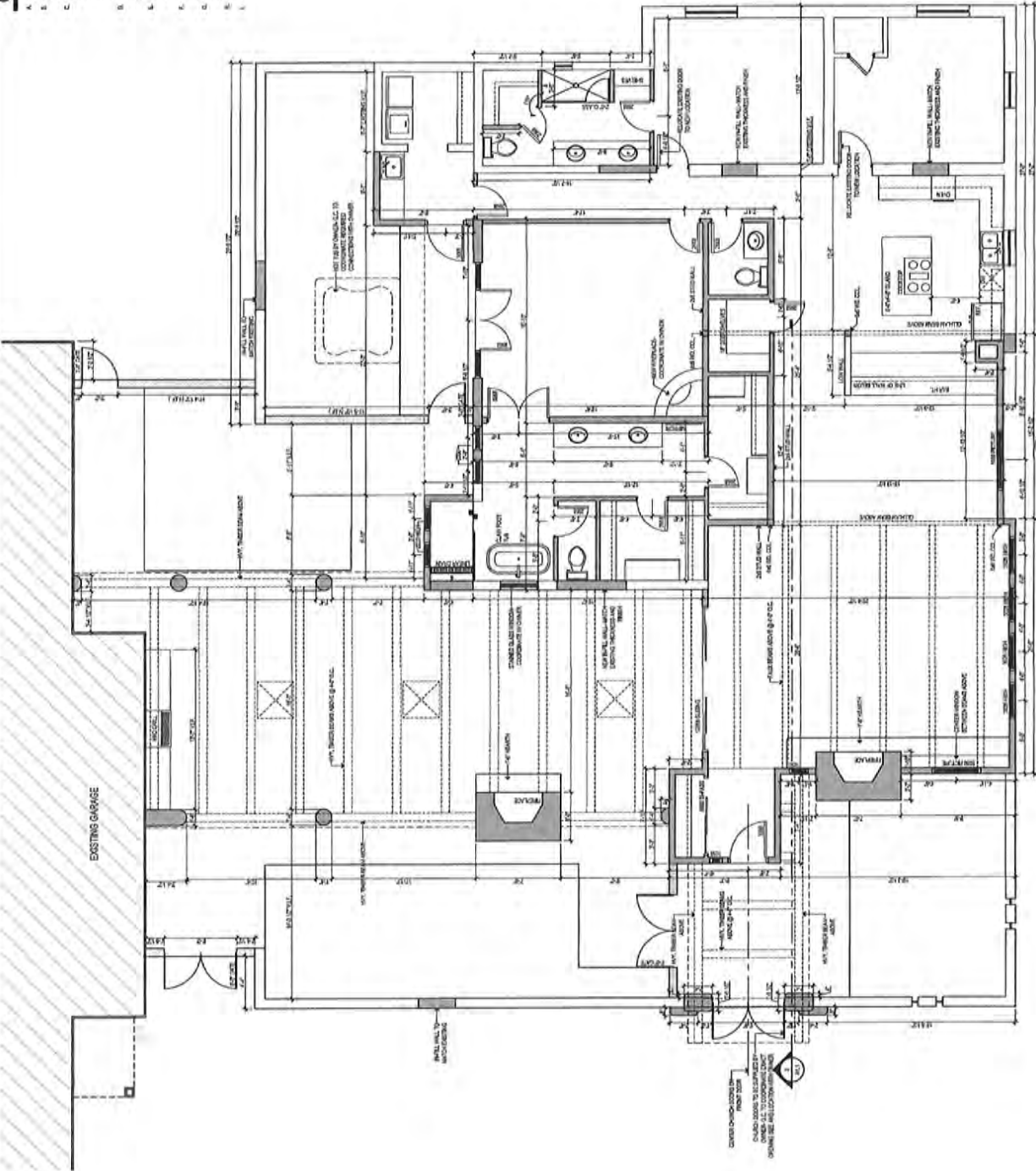
sheet no.

A1.0
New Work
Floor Plan

AREA CALCULATION	
EXISTING FLOOR	1,077.12
NEW WORK FLOOR	1,088.12
TOTAL AREA	2,165.24

GENERAL NOTES

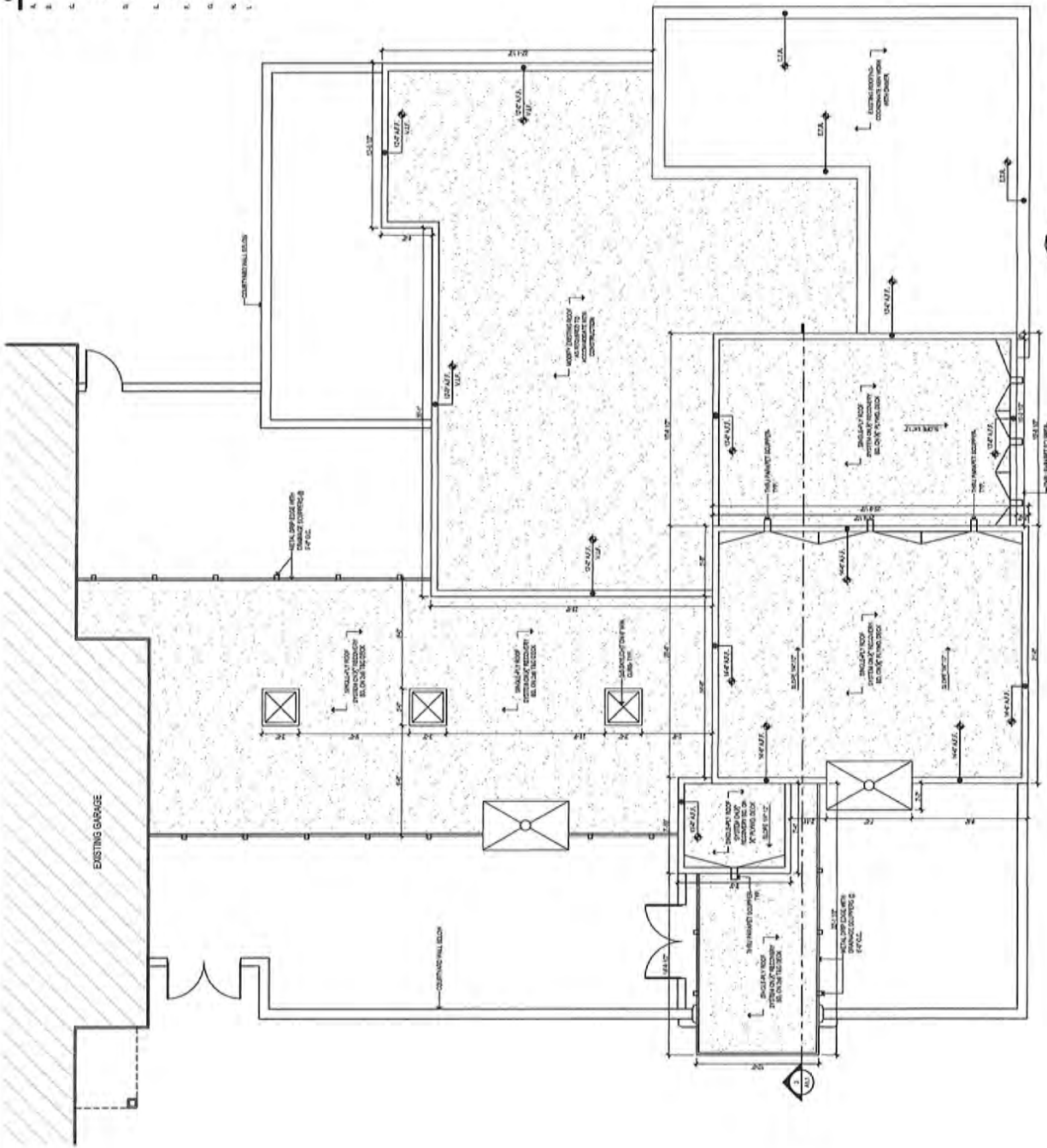
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL RESIDENTIAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.
- CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT IMMEDIATELY UPON DISCOVERY.
- ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND SHALL BE SUBJECT TO THE ARCHITECT'S SCHEDULE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.
- CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
- ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL JURISDICTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.
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- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.



New Work Floor Plan
Scale: 1/4" = 1'-0"
NORTH

GENERAL NOTES

1. VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING ROOFING WITH CONTRACTOR.
2. VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING ROOFING WITH CONTRACTOR.
3. VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING ROOFING WITH CONTRACTOR.
4. VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING ROOFING WITH CONTRACTOR.
5. VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING ROOFING WITH CONTRACTOR.
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12. VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING ROOFING WITH CONTRACTOR.
13. VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING ROOFING WITH CONTRACTOR.
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15. VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING ROOFING WITH CONTRACTOR.
16. VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING ROOFING WITH CONTRACTOR.
17. VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING ROOFING WITH CONTRACTOR.
18. VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING ROOFING WITH CONTRACTOR.
19. VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING ROOFING WITH CONTRACTOR.
20. VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING ROOFING WITH CONTRACTOR.

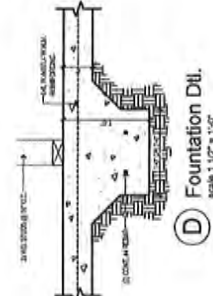
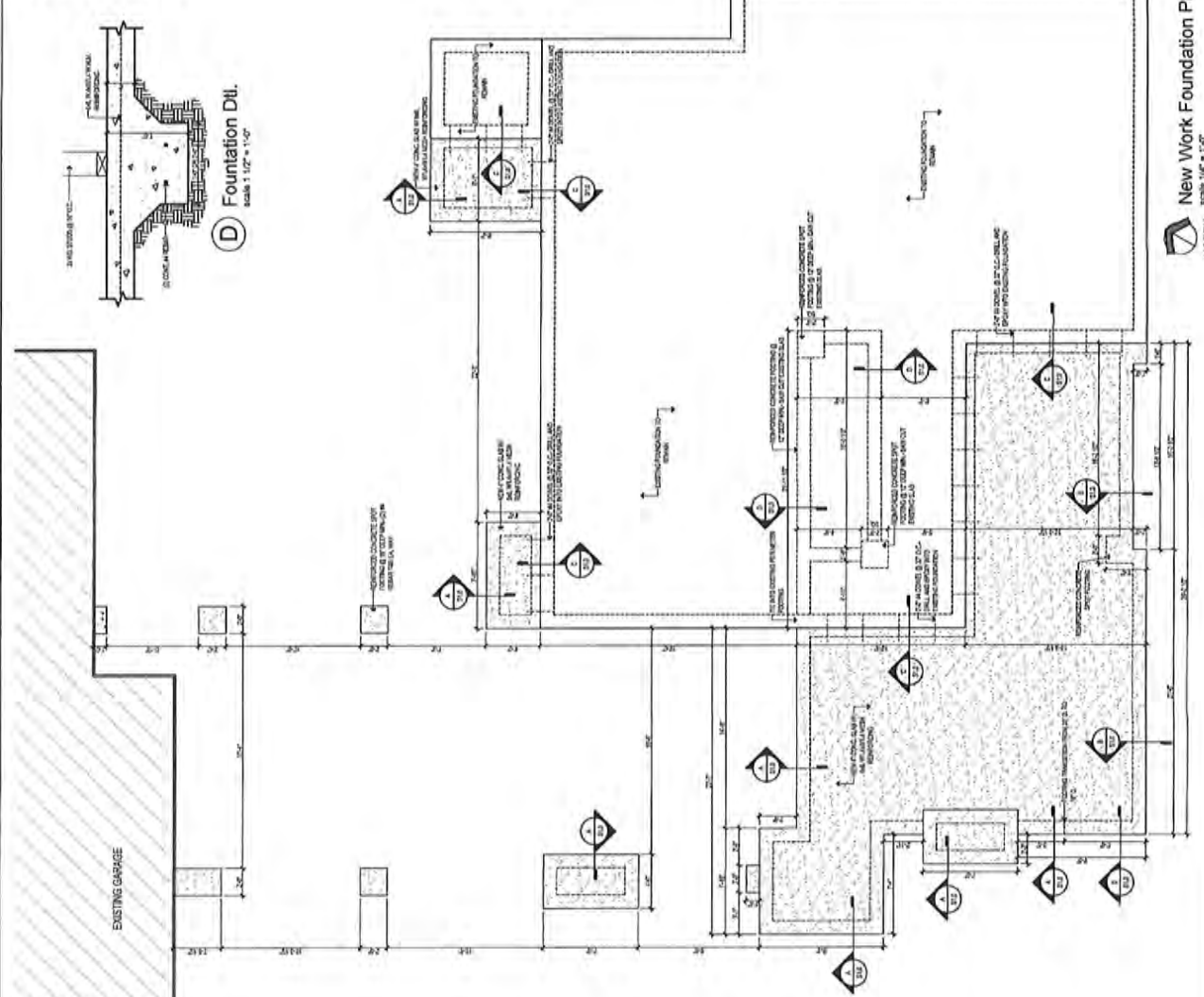


New Work Roof Plan
Scale 1/8" = 1'-0"
NORTH

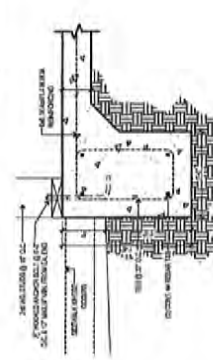
REVISION	DATE
OWNER DIRECTED CHANGES	7/28/19

WRIGHT RESIDENCE REMODEL
2782 Calle de San Albino
Mesilla, NM
August 5, 2019

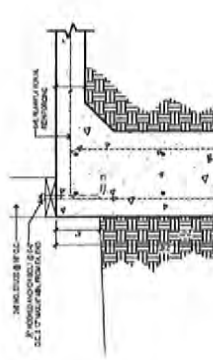
- GENERAL NOTES**
- ALL FOUNDATION WORK SHALL BE CONFORMANT TO THE 2015 INTERNATIONAL RESIDENTIAL CODE AND THE 2015 INTERNATIONAL FOUNDATION CODE.
 - CONCRETE SHALL BE CAST IN PLACE AND SHALL BE FINISHED TO THE FINISH SURFACE.
 - ALL CONCRETE SHALL BE CAST ON A 4" MINIMUM THICKNESS OF COMPACTED GRANULAR FILL OR ON A 4" MINIMUM THICKNESS OF POLYSTYRENE INSULATION BOARD.
 - ALL CONCRETE SHALL BE CAST ON A 4" MINIMUM THICKNESS OF COMPACTED GRANULAR FILL OR ON A 4" MINIMUM THICKNESS OF POLYSTYRENE INSULATION BOARD.
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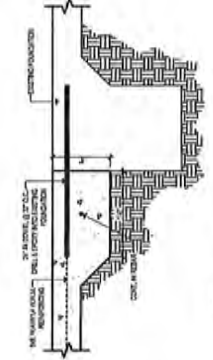
D Foundation Dtl.
scale 1/2" = 1'-0"



A Typ. Perimeter Ftg. Dtl.
scale 1/2" = 1'-0"



B Footing Dtl.
scale 1/2" = 1'-0"



C Foundation Dtl.
scale 1/2" = 1'-0"

1. ALERT SHEET? <input type="checkbox"/> YES <input type="checkbox"/> NO		NEW MEXICO HISTORIC BUILDING INVENTORY FORM 1: BUILDINGS & STRUCTURES 6-6-79 <i>pic 66</i>																	
2. SURVEY DATE <i>2-9-80 JM</i>	3. BY <i>JM</i>	4. CHECK DATE	5. BY	6. COMPUTER DATE	7. BY	8. FILE DATE	9. BY	10. REVISION DATE	11. BY										
COUNTY <i>Dona Ana</i>		13. FIELD MAP		14. NUMBER		15. UTM REFERENCE NUMBER <table border="1"> <tr> <td>13</td> <td>32</td> <td>300</td> <td>357</td> <td>1700</td> </tr> <tr> <td colspan="3">ZONE EASTING</td> <td colspan="2">NORTHING</td> </tr> </table>				13	32	300	357	1700	ZONE EASTING			NORTHING	
13	32	300	357	1700															
ZONE EASTING			NORTHING																
16. SPECIFIC LOCATION <i>first house on the N.W. corner of intersection block west of Calle de Santa Ana & Old Camarero Road Alhambra</i>						17. CITY/TOWN <i>Mesilla</i>		18. ZIP											
20. LEGAL DESCRIPTION: TOWNSHIP NS RANGE EW SECTION $\frac{1}{4}$ $\frac{1}{4}$ $\frac{1}{4}$						19. LAND GRANT OR RESERVATION <i>Mesilla civil colony</i>		20. I.D. # <i>183205062</i>											
25. ARCHITECTURAL STYLE <i>Adobe Vernacular</i>						26. NUMBER OF STORIES <i>one</i>													
27. FOUNDATION MATERIAL(S) <i>Concrete</i>						22. ROLL # <i>48</i>													
28. EXTERIOR WALL SURFACE(S) <i>Exposed Adobe</i>						23. NEG # <i>20</i>													
29. FENESTRATION (TYPE, DIVISIONS, SURROUNDS, SILLS, ARRANGEMENTS) <i>Single metal casement, small lit windows w/no surrounds exposed wood lintel</i>						24. LOCATION OF NEG.													
30. DOOR/ENTRANCE (TYPE/SURROUNDS) <i>Standard wood door, narrow surrounds</i>						25. ARCHITECTURAL STYLE													
31. ROOF(S) (NUMBER/SHAPE/MATERIAL DETAILS) <i>flat roof, w/ flat parapet</i>						26. NUMBER OF STORIES													
32. CHIMNEY(S) (NUMBER, EXTERIOR-INTERIOR/MATERIALS) <i>none</i>						27. FOUNDATION MATERIAL(S)													
33. EXTERIOR DETAILS <i>canales, exposed wood lintel</i>						28. EXTERIOR WALL SURFACE(S)													
34. COMMENTS						29. FENESTRATION (TYPE, DIVISIONS, SURROUNDS, SILLS, ARRANGEMENTS)													
35. DATE OF CONSTRUCTION ESTIMATED <i>1915</i>			36. ACTUAL			45. IMMEDIATE SURROUNDINGS <i>Residential</i>													
37. SOURCE OF DATE			38. ARCHITECT/ENGINEER/BUILDER			46. RELATION TO SURROUNDINGS <input checked="" type="checkbox"/> SIMILAR <input type="checkbox"/> NOT SIMILAR													
39. SOURCE OF INFORMATION			40. NAME			47. ARCHITECTURAL CONTRIBUTION TO SURROUNDINGS <input checked="" type="checkbox"/> PLUS <input type="checkbox"/> NEUTRAL <input type="checkbox"/> MINUS													
41. PRESENT USE <i>Residential</i>			42. HISTORIC USE <i>"</i>			48. OVERALL SIGNIFICANCE <input type="checkbox"/> NATIONAL <input type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL <input type="checkbox"/> NONE													
43. CONDITION <input type="checkbox"/> EXCELLENT <input type="checkbox"/> GOOD <input checked="" type="checkbox"/> FAIR <input type="checkbox"/> DETERIORATED			44. DEGREE OF REMODELING <input checked="" type="checkbox"/> MINOR <input type="checkbox"/> MODERATE <input type="checkbox"/> MAJOR			49. ASSOCIATED BUILDINGS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO													
						50. WHAT TYPE?													
						51. IF INVENTORIED, LIST I.D. #'S													
						52. SEE BACK? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO													

- 53 This is a stuccoed adobe house with an asphalt shingle hip roof and aluminum frame windows. est. 1930. (C)
- 54 A rectangular plan gabled adobe with metal casement and aluminum frame windows, this building fronts the street. est. 1930. (C)
- 55 This stuccoed flat roof adobe has a rectangular plan. The house has tandem wood frame windows and rounded buttresses the height of the building on many of its corners. est. 1910. (C)
- 56 This is a stuccoed residence with metal frame windows and an asphalt shingled multi-hip roof. est. 1955. (N)
- 57 This Ranch Style house has exposed concrete block exterior wall surfaces and aluminum frame windows and is covered by an asphalt shingled hip roof. est. 1960. (I)
- 58 This stuccoed adobe residence has an asphalt shingled hip roof, aluminum windows, and a square floor plan. est. 1935. (N)
- 59 This small rectangular plan stuccoed house has a gabled roof, a gabled open front porch and aluminum frame windows. est. 1940. (N)
- 60 This stuccoed, flat roofed adobe house has metal casement windows and aluminum frame windows. est. 1920. (C)
- 61 This low gabled, stuccoed adobe residence has wood frame windows. est. 1910. (C)
- 62 This small adobe house, recently stuccoed, has metal casement windows and a flat roof with flat parapet. est. 1915. (C)
- 63 This Ranch Style house is of brick and has aluminum frame windows. est. 1965. (I)
- 64 This small stuccoed adobe house has wood frame windows and a square floor plan. est. 1930. (C)
- 65 A recently built duplex with an open shed roof front porch, this stuccoed frame structure has a flat roof and aluminum sash 6/6 double hung windows. est. 1978. (N)
- 66 This stuccoed adobe residence has a flat roof and flat parapet with tin canales on the facade. It has wood frame windows and is of a rectangular floor plan. est. 1910. (C)
- 67 This stuccoed, flat roofed residence with aluminum sash windows has an addition on the S.E. section with a low gable roof. A porch supported by squared beams fronts the house. est. 1935. (N)

**PHOTOS OF DWELLING
FROM WEST SHOWING NEIGHBORING DWELLING TO THE NORTH**



FROM INTERSECTION OF CALLE DE SANTA ANA AND CALLE DE GUADALUPE



**PHOTOS OF DWELLING LOOKING NORTH FROM CALLE DE SANTA ANA
SHOWING PART OF WALL TO BE AFFECTED BY ADDITION**



FROM INTERSECTION OF CALLE DE SAN ALBINO AND CALLE DE SANTA ANA



**PHOTOS OF DWELLING
LOOKING SOUTHWEST FROM CALLE DE SAN ALBINO**



LOOKING SOUTHWEST FROM CALLE DE SAN ALBINO AND CALLE DE CURA



PHOTOS OF DWELLINGS IN THE SURROUNDING AREA



PHOTOS OF DWELLINGS IN THE SURROUNDING AREA



PHOTOS OF DWELLINGS IN THE SURROUNDING AREA



PHOTOS OF DWELLINGS IN THE SURROUNDING AREA



PHOTOS OF DWELLINGS IN THE A SURROUNDING REA



BOT ACTION FORM
BUILDING PERMITS 060968
[PZHAC REVIEW – 10/7/2018]
STAFF ANALYSIS

(Decision to be based on information presented during the Work Session – Item 3)

This case was originally scheduled to be heard by the BOT at their regularly scheduled meeting on October 14, 2019 but was postponed in order to allow staff to provide additional information about the property to the BOT. That information, which was part of the write-up to the PZHAC, is included here as part of the PZHAC Work Session write-up. The applicant will also be available at the meeting to answer any questions that might arise.

Items:

Case 060968 – SW corner of Calle de Colon and Calle de Tercera; submitted by Samuel Kane; a request for a zoning permit to allow the construction of four rental units on a property at this address. Zoned: Historical Residential (HR)

Staff Analysis:

The proposed work was discussed in the PZHAC Work Session held prior to this meeting. (Please refer to the information provided in the write-up for this item in the Work Session.)

If it is determined that the proposed rental units will be acceptable for the zoning of the property, or if an alternate solution is arrived at, then the request can proceed on the assumption that all requirements of the Code will be satisfied. The PZHAC should continue on to approve the request based on the Findings stated below.

If, on the other hand, it is determined that the proposed rental units will not be acceptable to the zoning of the property, and no other solution can be reached, then the PZHAC should either postpone the request further until the applicant can return with a proposal that meets the standards set forth by the PZHAC; or the PZHAC should deny the request based on the request not meeting any or all of the Findings as listed.

Estimated Cost: @ \$410,000.00

Consistency with the Code:

The PZHAC will need to determine that the proposed work, when finished, will be consistent with the zoning requirements for this property. Additionally, the PZHAC will also need to determine that the request, as submitted, is consistent with the all other sections of the **Building and Zoning Codes** that may be applied to this project.

Findings that need to be made:

- The PZHAC has jurisdiction to review and recommend approval of this request to the BOT.
- The proposed work consists of constructing four rental units on a vacant property at this address.
- The PZHAC has determined that the proposed work meets all applicable Code requirements.

PZHAC ACTION:

*The PZHAC determined that the proposed dwellings would not be out of character with the nature or the mixture of styles of the other dwellings in the area and voted 2 – 1 to recommend **APPROVAL of this request to the BOT.** (Commissioner Nevarez voted against the proposal because he felt that “... four dwellings on one property would be too many.”)*

NOTE:

18.06.070 PZHAC Meetings – Place – Quorum – Voting.

C. A majority of the members of the planning, zoning and historical appropriateness commission shall constitute a quorum for the transaction of business. (A quorum of the PZHAC was present.)

D. A motion shall carry upon the affirmative vote of the majority of the members of the planning, zoning and historical appropriateness commission present at a meeting. [Ord. 2009-05 § 2] (The proposal was approved by a majority of the PZHAC members present.)

BOT OPTIONS:

1. Approve the application as recommended by the PZHAC.
2. Approve the application with conditions.
3. Reject the application.

BOT ACTION:

**PZHAC WORK SESSION
OCTOBER 7, 2019
ITEM 3**

Submitted by Samuel Kane, a request to discuss plans to construct four rental units on the southwest corner of Calle de Colon and Calle de Tercera (Case 060968) Zoned: Historic Residential (HR)

The applicant originally intended to use this property for his own residence and approached the PZHAC earlier this year with plans for a residence that was about 7000 square feet in size, including garage space and storage areas. While the proposed dwelling would have been impressive, the PZHAC determined that it would have been out of character with the surrounding properties according to Chapter 18.33 of the Code and did not approve the plans. The applicant is now considering a more appropriate property for this residence and would like to use the property on Calle de Colon as a rental property containing four units that are smaller and are more similar to in size and style to the dwellings that exist on neighboring properties.

The property, which is 0.42 acres (18,295 square feet) in size, is a vacant lot surrounded by developed lots that are typically about 0.25 or less acres in size or smaller. There are several larger lots further away, but these lots are either landlocked or are used for agriculture and are not developed. The developed properties are mostly occupied by one or two-family single-story dwellings that are typically less than 1500 square feet per dwelling. There are four two-story dwellings in the immediate area, but two of these (2360 Calle de Colon) are smaller than 1300 square feet, one (2670 Calle Segunda) is about 2600 square feet, and one (2631 Calle Tercera) is about 4000 square feet. The dwelling at 2631 Calle Tercera was built in the 1940's, according to the Historic Register, and is not architecturally compatible with the area (see attached description from the Historical Register). The structures on the other two properties do not appear in the Historical Register and appear to have been built after the inventory of historical structures was conducted. There are no construction records on file for them. A similar two-story dwelling is located on Calle del Oeste, but this is at the edge of the zoning district and was built in a different development zone and is not in the development zone for this property.

The applicant has hired an architect, Harold Denton, that is familiar with building dwellings in the area. Mr. Denton is the architect that designed the four dwellings that are on a similar sized property at 2217 and 2219 Calle de Parian (one block away). The layout of the property and the dwellings will be similar to the dwellings on Calle de Parian (see attached site plan and elevations). The dwellings will be one-story and about 1200 square feet in size each, which is similar to other dwellings in the area.

Estimated Cost: @ 410,000.00

Consistency with the Code:

The PZHAC will need to determine that the proposed dwellings will be compatible with the surrounding properties, especially the development zone for the property, and that the proposed dwellings will be compatible with the Zoning Code for the area.

The applicant will be present at the work session to provide further details about the proposed construction, and to answer any questions that may arise.

Doña Ana County, NM

General Reference Maps

2014 Aerial | Addresses | County Address Points

Select S

Maps | Legend

Map Themes

Parcels
UDC Zoning
Roads and Transportation
NM House Districts
NM Senate Districts
County Commission Districts
City Council Districts
Median Household Income
General Land Ownership

Account Number: [R0400538](#)
Parcel Number: 4006138182056
Owner: KANE SAMUEL I
Mail Address: PO BOX 849
Subdivision: SOUTHWEST ADDITION
TO MESILLA 201
Property Address: CALLE TERCERA
Acres: 0



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

OFFICIAL USE ONLY:

Case # 060968

Fee \$ 629.50

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

CASE NO. 060968 ZONE: HR CODE: NR APPLICATION DATE: 9/29/19

Samuel Kane 575-496-6044

Name of Applicant/Owner Applicant's Telephone Number

1018 E Amador Ave Las Cruces NM 88001

Applicant's/Owner's Mailing Address City State Zip Code

Sam_kane@yahoo.com

Applicant's/Owner's E-mail Address

Tim Gladem 5086 Lost Padre Mine Las Cruces, NM

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

575-644-2398 -6923 388744

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

Address of Proposed Work:

Description of Proposed Work: To Build a 4-plex.

\$ 410,000 [Signature] 9/29/19

Estimated Cost Signature of Applicant Date

Signature of property owner if applicant is not the property owner: Samuel L. Kane

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

FOR OFFICIAL USE ONLY

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

FIRE INSPECTION/APPROVAL REQUIRED: ___ YES NO ___ SEE CONDITIONS

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

CONDITIONS: PZHAC REVIEW + BOT APPROVAL REQ'D.
CID PERMIT REQUIRED

PERMISSION ISSUED/DENIED BY: _____ ISSUE DATE: _____

This Application will include the following, if checked:

1. ___ Plot plan with legal description to show existing structures, adjoining streets, driveway(s), improvements & setbacks. Verification shall show that the lot was legally subdivided through the Town of Mesilla or that the lot has been in existence prior to February 1972.
2. ___ Site Plan with dimensions and details.
3. ___ Proof of legal access to the property.
4. ___ Drainage plan.
5. ___ Architectural style and color scheme – diagrams or elevations (Historical and commercial zones only).
6. ___ Proof of sewer service or a copy of septic tank permit; proof of water service (well permit or statement from the Public Utility providing water services).
7. ___ Other information as necessary or required by the City Code or Community Development:



1824452

OCT 12, 2018 01:17:01 PM

PAGES: 2

WARRANTY DEED

Deputy: Brandi Delgado

Amanda López Askin, County Clerk, Dona Ana, NM



Return to Dona Ana Title Company
File No. 2358261-DA07 SRG

WARRANTY DEED (Joint Tenants)

Richard C. White and Toby P. White, Co-Trustees of The Richard C. White and Toby P. White Revocable Living Trust U/A dated December 22, 2005, for consideration paid, grant(s) to Samuel C. Kane and Jessica Kane, husband and wife whose address is P.O. Box 849, Mesilla, NM 88046 as joint tenants the following described real estate in Dona Ana County New Mexico:

Tract 1:

A tract of land situate within the limits of the Town of Mesilla, Dona Ana County, New Mexico being part of Lot 1, Block "D" Southwest Addition to the Town of Mesilla filed February 4, 1943, in Book 9, Page 76, Dona Ana County records and being part of U.S.R.S. Tract 11A-170B and more particularly described as follows to wit:

BEGINNING at an iron rod set at the Southwest Intersection of Calle De Colon and Calle Tercera for the Northeast corner of this tract, said corner being identical to the Northeast corner of U.S.R.S. Tract 11A-170B;

THENCE from the point of beginning and along the West line of Calle Tercera, S 29 deg 29'00" E, 65.25 feet to an iron rod set for the Southeast corner of this tract;

THENCE leaving Calle Tercera S 55 deg 39'46" W., 139.11 feet to an iron rod set for the Southwest corner of this tract;

THENCE N 29 deg 29'00" W, 66.68 feet to an iron rod set at the South line of Calle De Colon for the Northwest corner of this tract;

THENCE along the South line of Calle De Colon, N 56 deg 15'00" E, 139.00 feet to the point of beginning containing. Subject to a 5.00 foot irrigation ditch easement parallel and adjacent to the North and East boundaries. Also subject to any easements and restrictions of record.

Tract 2:

A tract of land situate within the Limits of the Town of Mesilla, Dona Ana County, New Mexico, being part of Lots 1 and 2, Block "D" Southwest Addition to the Town of Mesilla filed February 4, 1943 in Book 9, Page 76, Dona Ana County records and being part of U.S.R.S. Tract 11A-170B and more particularly described as follows to wit:

BEGINNING at an iron rod set at the West line of Calle Tercera for the Southeast corner of the tract herein described, said corner being identical to the Southeast corner of U.S.R.S. Tract 11A-170B; Whence the Southeast corner of U.S.R.S. Tract bears S 29 deg 29'00" E., a distance of 130.50 feet;

THENCE from the point of beginning, leaving Calle Tercera and along a line established in the field in agreement by adjacent owners, S 55 deg 04'50" W, 139.24 feet to an iron rod set for the Southwest corner of the tract herein described;

THENCE partially along a pipe fence N 29 deg 29'00" W, 66.67 feet to an iron rod set for the Northwest corner of this tract;

THENCE N 55 deg 39'46" E., 139.11 feet to an iron rod set at the West line of Calle Tercera for the Northeast corner of this tract;

THENCE along the West line of Calle Tercera, S 29 deg 29'00" E, 65.25 feet to the point of beginning containing. Subject to a 5.00 foot wide irrigation ditch easement parallel and adjacent to the East boundary. Also subject to any easements and restrictions of record.

Subject to patent reservations, restrictions, and easements of record and taxes for the year 2018 and subsequent years.

with warranty covenants.

WITNESS my/our hand(s) and seal(s) this 10th day of October, 2018.

Richard C. White and Toby P. White Revocable Living Trust under agreement dated 22nd day of

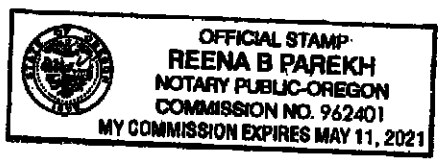
December 2005
Richard C. White
 Richard C. White, Co-Trustee
Toby P. White
 Toby P. White, Co-Trustee

Individual Capacity

State of OREGON)
 County of MULTNOMAH)s

This instrument was acknowledged before me on the 10th day of October, 2018,
 by Richard C. White and Toby P. White, Co-Trustees of The Richard C. White and Toby P. White
 Revocable Living Trust U/A dated December 22, 2005.

My commission expires: MAY 11, 2021 *Reena Parekh*
 Notary Public



NORTHERN NEW MEXICO

Design standards with compliance checklist for the Northern New Mexico architectural style. When completing a checklist, applicants shall circle all the components within items that apply to their application and annotate their responses as needed. If a component is not required and does not apply to the application, it should be marked "n/a."

A "1" in parentheses after a component indicates that staff will figure an appropriate range for proportion or size, location or number, etc., based on the development zone of the structure. Drawings and photographs to further illustrate components are available in the community development office.

COMPLIANCE

YES NO

Design Components

Building Height: Usually one story; however, each case will be determined individually by the development zone. X

The use of two stories would require the use of the angled roof as an attic or otherwise part of the second story. _____ NA _____

Setback: There is no typical setback distance used, therefore the setback of the development zone would prevail. X _____

The application of this style is generally in a rural setting. Certain buildings in the commercial area of Mesilla exhibit this style of building set on the property frontage. X _____

Proportion: There is a marked division between the roof and exterior walls. The proportion of the exterior walls, usually of adobe construction, is long and low but verticality is achieved by the added angled roof (1). Roof angles are sharp but rarely reaching an angle of 45 percent off the horizontal (1). X _____

Pattern and Rhythm

The facades of these buildings are simple with few window openings of small overall size (1). X _____

Doorways are numerous predicated on the pattern of construction and additions to the basic construction (1). X _____

	Number	Proportion	Size
Doors	3		3'x8', 3'x7'
Windows	9		(3) 2'x2' (4) 5'x5' (2) 3'x3'
Gates	1		3'x5'
Walls	2 ?		4' ϕ varies

COMPLIANCE

YES NO

Roof Type

The most significant style element is the angled roof of corrugated metal. It is used in either the hipped or pitched configuration. The hipped roof is angled from four sides with a ridge line shorter than the length of the building. The pitched roof is angled from two sides. The use of the pitched roof makes necessary a filler for the triangular area at the ends of the building created by the addition of the pitched roof. X _____

COMPLIANCE

YES NO

NORTHERN NEW MEXICO (CON'T.)

Surface Texture

Surface texture is of adobe or simulated adobe construction with or without mud or hard plaster. (stucco)

X _____

Color

White or earth color. (See color chart).

X _____

Site Utilization

These buildings in the commercial area utilize most of the available site space.

NA _____

In the more open, rural parts of Mesilla, these buildings are sited in varying ways depending on overall site usage and the development zone.

X _____

Projections and Cavities

Portales or covered porches are roofed with the same basic roofing materials.

X _____

Portales are sometimes beneath extensions of the overall roof. In this case the angle of the basic roof is continued or broken slightly as required.

X _____

Portales are sometimes enclosed with screens.

_____ X _____

Roof overhangs are generally minimal.

X _____

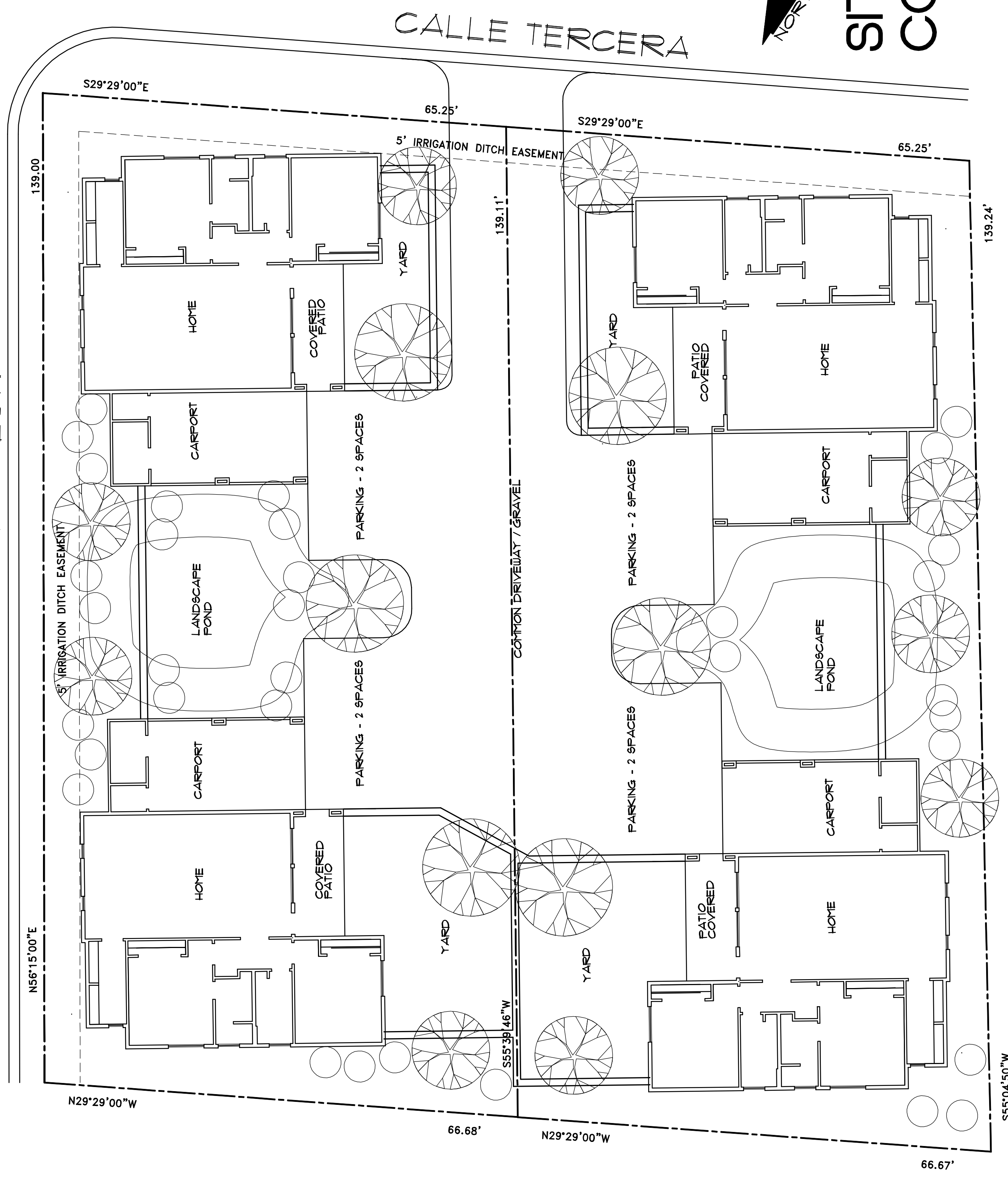
Architectural Details

Windows, doors, columns, chimneys and buttresses are similar to those found in other adobe based buildings.

X _____

(The rest of this page is left blank intentionally)

CALLE DE COLON



CALLE TERCERA



**SITE PLAN
CONCEPT 1**
SCALE: 1" = 10'-0"

**KANE
TOWNHOMES**
PREPARED FOR
SAM & JESSICA KANE
MESILLA
NEW MEXICO

DATE	PHASE
9/11/19	CONCEPT

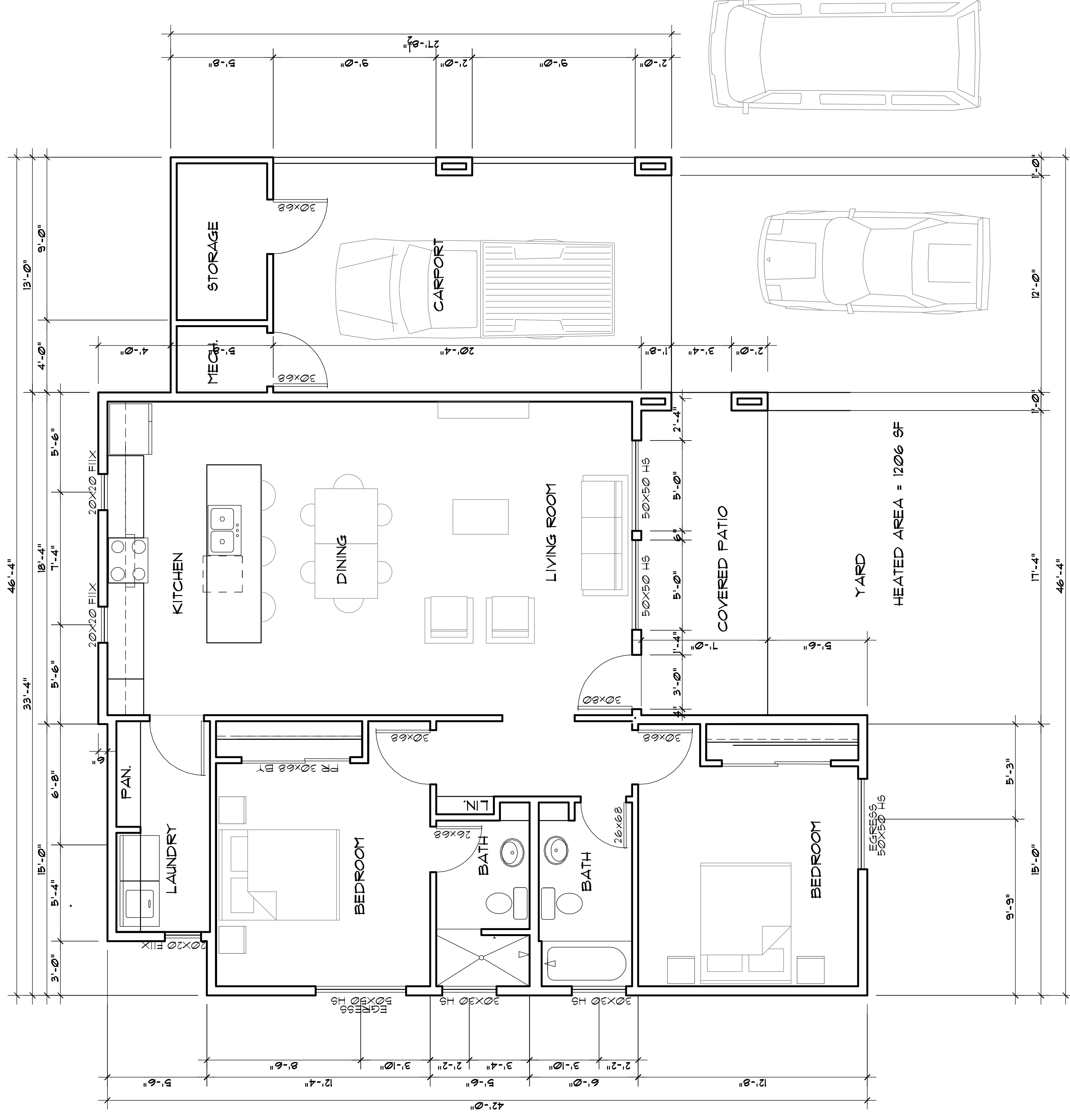
denton ventures, inc.
architect • planning
13555 Camino Real, Suite 100
Los Alamos, NM 88007
office 575.525.0241
mobile 575.525.0242
email barp@dvt-ventures.com

SHEET
1
D149191TE

THE USE OF THESE PLANS & SPECS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED & PUBLISHED. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF ACCURACY, TITLE & RIGHTS TO THE PLANS & SPECS REMAIN WITH DENTON VENTURES, INC. ALL RIGHTS RESERVED. ANY STATUTORY COPYRIGHTS IN ANY CONTRACT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THESE PLANS AND RESTRICTIONS. ©

GENERAL NOTES

- EXTERIOR WALLS 2x6'S AT 16" O.C. INTERIOR WALLS ARE 2x4'S AT 24" EXCEPT WHERE SHOWN OR OTHERWISE NOTED.
- USE TREATED WOOD STUDS FOR ALL EXTERIOR WALL SILLS.
- ALL INTERIOR WALLS AND CEILINGS ARE 1/2" GYPSUM BOARD WITH TEXTURE AND PAINT.
- CARPET CEILING AND WALL ADJACENT TO HOUSE ARE TO HAVE 5/8" TYPE "X" GYPSUM BOARD TAPE, BEDDED AND TEXTURED PAINTED.
- DIMENSIONS SHOWN ARE TO FACE OF STUDS, NOT FINISH SURFACES.
- INTERIOR FINISH AS DIRECTED BY OWNER.
- VERIFY LOCATION OF ALL UTILITIES ON SITE.
- BUILDING DESIGNED IN ACCORDANCE WITH INTERNATIONAL RESIDENTIAL CODE AND TOWN OF MESSILLA REQUIREMENTS. ALL WORK TO MEET APPLICABLE STANDARDS.
- PLANS ARE PROVIDED FOR THE PURPOSE OF NEGOTIATED CONSTRUCTION WITH A SELECTED GENERAL CONTRACTOR AND MAY CONTAIN OMISSIONS AND INCONSISTENCIES. THE CONTRACTOR IS RESPONSIBLE FOR FINDING AND CORRECTING PROBLEMS.



TYPICAL UNIT FLOOR PLAN
SCALE: 1/4" = 1'-0"

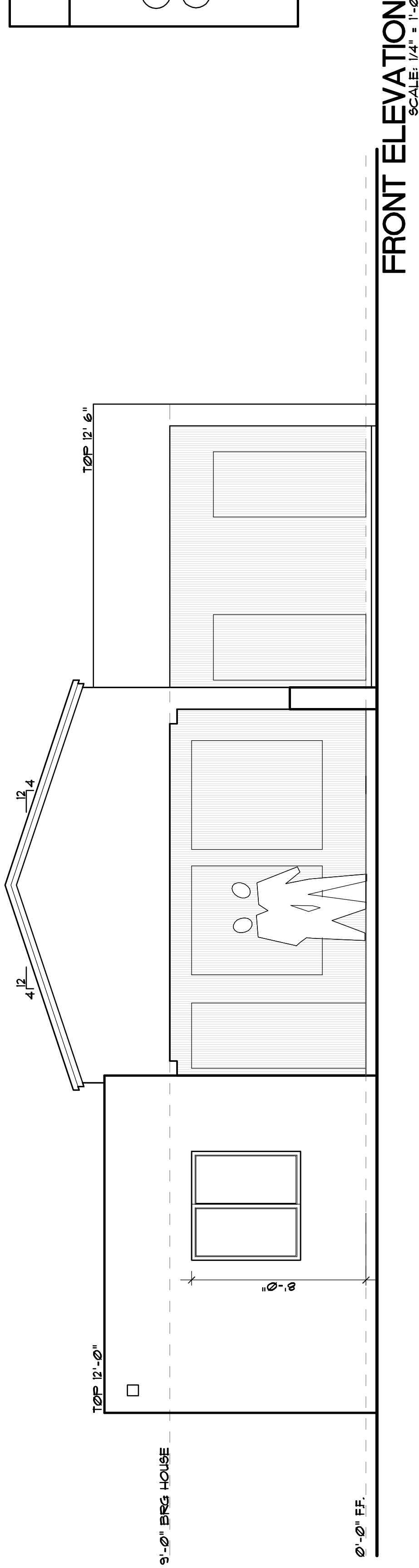
**KANE
TOWNHOMES**
PREPARED FOR
SAM & JESSICA KANE
MESSILLA
NEW MEXICO

DATE	PHASE
5/2/19	CONCEPT

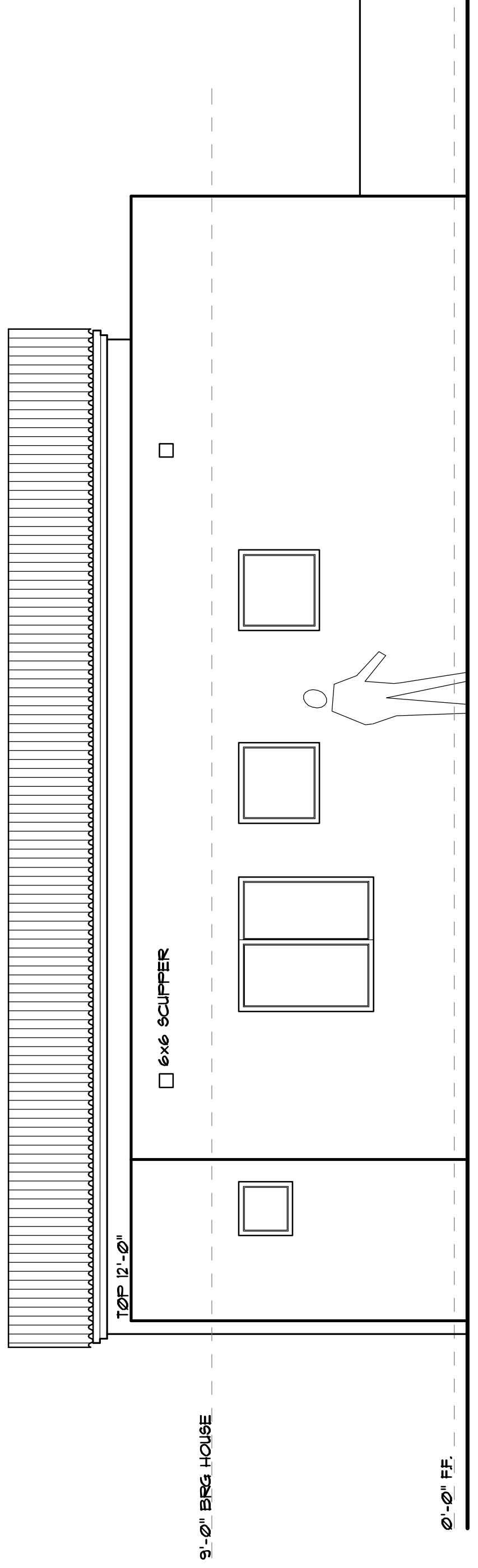
denton ventures, inc.
architect • planning
13555 North Central Avenue, Suite 100
Las Cruces, NM 88007
office 575.525.0241
cell 575.525.0241
email barp@dvt-ventures.com

SHEET
2
D149FLR

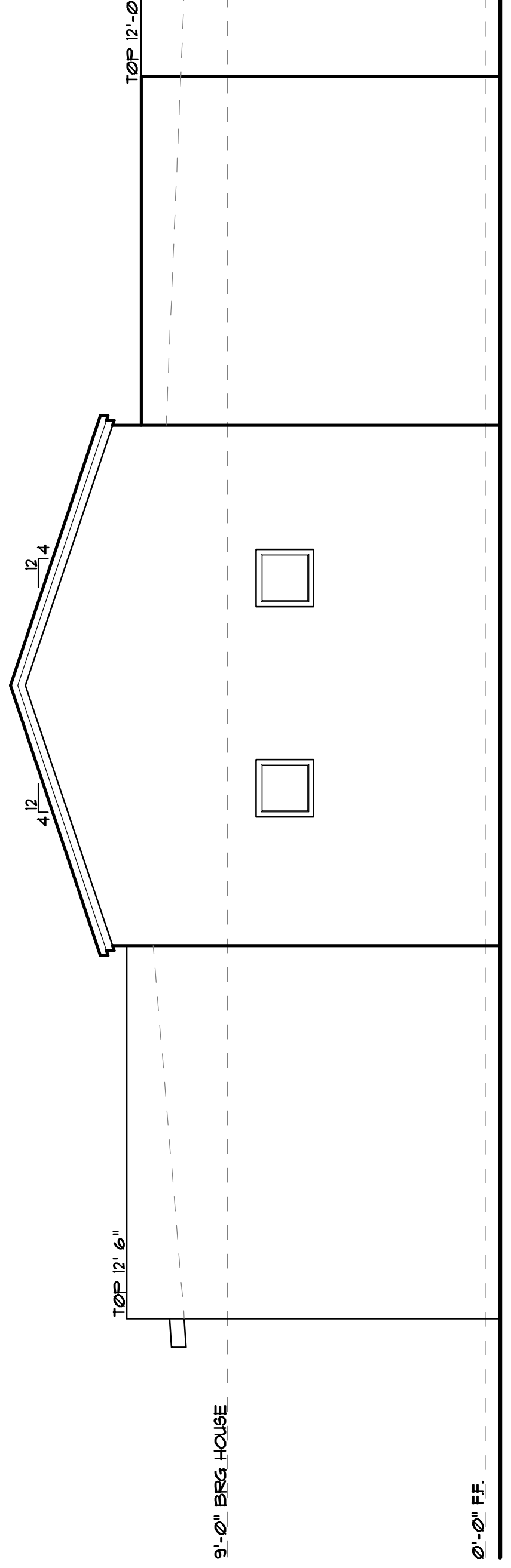
COLORS	
COLORS SHOWN HERE ARE STO FLEX FINISH 1.0	
①	STO - #465 SAN ANTONIO
②	STO - #20601 TERRA COTA



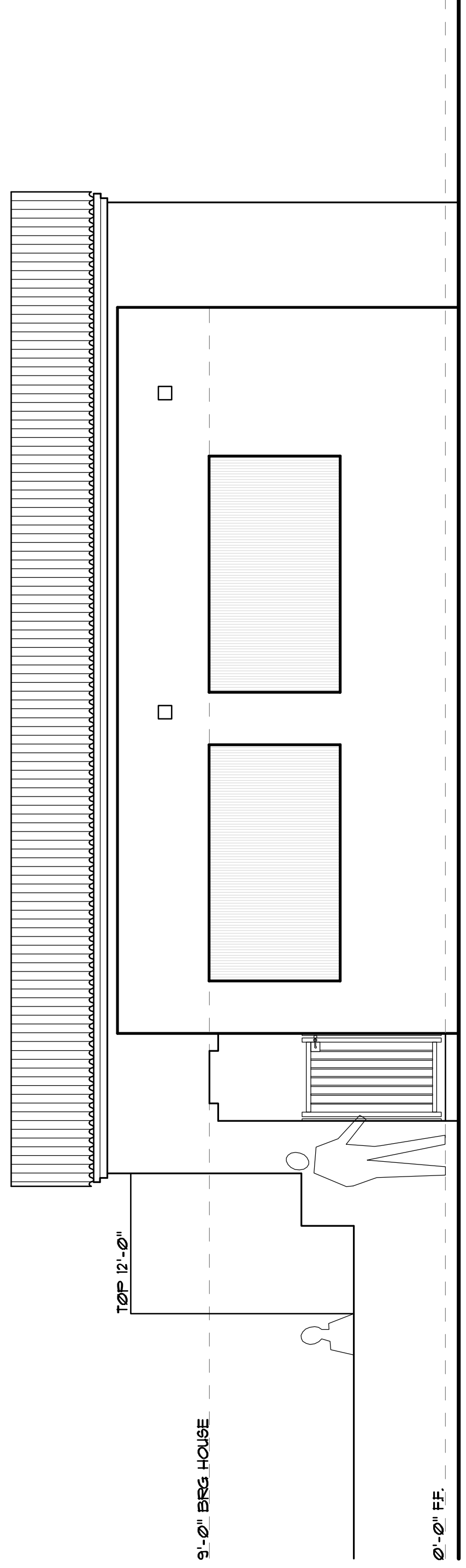
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



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



REAR ELEVATION
SCALE: 1/4" = 1'-0"



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

KANE TOWNHOMES

PREPARED FOR
SAM & JESSICA KANE
MESILLA
NEW MEXICO

DATE	PHASE
5/2/19	CONCEPT

denton ventures, inc.
architect • planning
12000 North Central Expressway
Los Alamos, NM 88007
office 575.525.0241
cell 505.251.1111
email barb@dvt-associates.com

SHEET
3
D149IELY

KANE PROJECT

Corner of Calle de Colon & Calle Tercera

SALAS
HOMES

Calle De Colon & Calle Tercera

KANE
PROPERTY



PHOTOS OF OTHER DWELLINGS IN THE AREA



PHOTOS OF OTHER DWELLINGS IN THE AREA



PHOTOS OF OTHER DWELLINGS IN THE AREA



PHOTOS OF DWELLINGS AT 2217, 2219 CALLE DE PARIAN



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

OFFICIAL USE ONLY:
Case # 060957
Fee \$ 111.00

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

CASE NO. 060957 ZONE: HR CODE: AD APPLICATION DATE: 8/21/19

JOHN WRIGHT Name of Applicant/Owner
575-644-8202 Applicant's Telephone Number

Box 566 Applicant's/Owner's Mailing Address
Mesilla City
NM State
88046 Zip Code

JOHN @ ICE BOX BREWING.COM Applicant's/Owner's E-mail Address

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

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

Address of Proposed Work: 2782 CALLE DE SAN ALBINO

Description of Proposed Work: REMODEL AND ADDITION

\$ 67,000 Estimated Cost
[Signature] Signature of Applicant
8-21-19 Date

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

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

FOR OFFICIAL USE ONLY

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

FIRE INSPECTION/APPROVAL REQUIRED: ___ YES NO ___ SEE CONDITIONS

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

CONDITIONS: PZHAC REVIEW & BOT FINAL APPROVAL REQ'D
CID PERMIT REQ'D
[Signature]

PERMISSION ISSUED/DENIED BY: _____ ISSUE DATE: _____

- This Application will include the following, if checked:
1. ___ Plot plan with legal description to show existing structures, adjoining streets, driveway(s), improvements & setbacks. Verification shall show that the lot was **legally** subdivided through the Town of Mesilla or that the lot has been in existence prior to February 1972.
 2. ___ Site Plan with dimensions and details.
 3. ___ Proof of legal access to the property.
 4. ___ Drainage plan.
 5. ___ Architectural style and color scheme – diagrams or elevations (Historical and commercial zones only).
 6. ___ Proof of sewer service or a copy of septic tank permit; proof of water service (well permit or statement from the Public Utility providing water services).
 7. ___ Other information as necessary or required by the City Code or Community Development:

BOT ACTION FORM
BUILDING PERMITS 060964
[PZHAC REVIEW –10/21/2019]
STAFF ANALYSIS

(Decision to be based on information presented during the Work Session – Part of Item 1)

Items:

Case 060964– 2655 Calle de Parian, William and Stephan McIlvaine; a request for a zoning permit to remove and replace fifteen windows on the main dwelling at this address. Zoned: Historic Residential (HR)

Staff Analysis:

The proposed work was discussed in the PZHAC Work Session held prior to this meeting. (Please refer to the information provided in the write-up for this item in the Work Session.)

If it is determined that the proposed windows will be acceptable for the zoning of the property, or if an alternate solution is arrived at, then the request can proceed on the assumption that all requirements of the Code will be satisfied. The PZHAC should continue on to approve the request based on the Findings stated below.

If, on the other hand, it is determined that the proposed windows will not be acceptable to the zoning of the property, and no other solution can be reached, then the PZHAC should either postpone the request further until the applicant can return with a proposal that meets the standards set forth by the PZHAC; or the PZHAC should deny the request based on the request not meeting any or all of the Findings as listed.

Estimated Cost: @ \$19,643.80

Consistency with the Code:

The PZHAC will need to determine that the proposed work, when finished, will be consistent with the zoning requirements for this property. Additionally, the PZHAC will also need to determine that the request, as submitted, is consistent with the all other sections of the **Building and Zoning Codes** that may be applied to this project.

Findings that need to be made:

- The PZHAC has jurisdiction to review and recommend approval of this request to the BOT.
- The proposed work consists of replacing fifteen windows on a dwelling at this address.
- The PZHAC has determined that the proposed work meets all applicable Code requirements.

PZHAC ACTION:

The PZHAC determined that the proposed windows would not be out of character with the nature of other structures in the area and voted 3 – 0 to recommend APPROVAL of this request to the BOT.

BOT OPTIONS:

1. Approve the application as recommended by the PZHAC.
2. Approve the application with conditions.
3. Reject the application.

BOT ACTION:

BOT ACTION FORM
BUILDING PERMIT 060965
[PZHAC REVIEW – 10/21/2019]
STAFF ANALYSIS

(Decision to be based on information presented during the Work Session – Part of Item 1)

Item:

Case 060965– 2655 Calle de Parian, submitted by William and Stephan McIlvaine; a request for a zoning permit to replace a metal roof on the main dwelling at this address with a tile roof. Zoned: Historic Residential (HR)

Staff Analysis:

The proposed work was discussed in the PZHAC Work Session held prior to this meeting. (Please refer to the information provided in the write-up for this item in the Work Session.)

If it is determined that the proposed roof will be acceptable for the zoning of the property, or if an alternate solution is arrived at, then the request can proceed on the assumption that all requirements of the Code will be satisfied. The PZHAC should continue on to approve the request based on the Findings stated below.

If, on the other hand, it is determined that the proposed roof will not be acceptable to the zoning of the property, and no other solution can be reached, then the PZHAC should either postpone the request further until the applicant can return with a proposal that meets the standards set forth by the PZHAC; or the PZHAC should deny the request based on the request not meeting any or all of the Findings as listed.

Estimated Cost: @ \$30,000.00

Consistency with the Code:

The PZHAC will need to determine that the proposed work, when finished, will be consistent with the zoning requirements for this property. Additionally, the PZHAC will also need to determine that the request, as submitted, is consistent with the all other sections of the **Building and Zoning Codes** that may be applied to this project.

Findings:

- The PZHAC has jurisdiction to review and approve this request.
- The proposed work consists of replacing a roof on a dwelling at this address.
- The PZHAC has determined that the proposed wall meets all applicable Code requirements.

PZHAC ACTION:

The PZHAC determined that the proposed roof would not be out of character with the nature of other structures in the area and voted 3 – 0 to recommend APPROVAL of this request to the BOT.

BOT OPTIONS:

1. Approve the application as recommended by the PZHAC.
2. Approve the application with conditions.
3. Reject the application.

BOT ACTION:

BOT ACTION FORM
BUILDING PERMIT 060966
[PZHAC REVIEW –10/21/2019]
STAFF ANALYSIS

(Decision to be based on information presented during the Work Session – part of Item 1)

Item:

Case 060966– 2655 Calle de Parian, submitted by William and Stephan McIlvaine; a request for a zoning permit to restucco the main dwelling at this address. Zoned: Historic Residential (HR)

Staff Analysis:

The proposed work was discussed in the PZHAC Work Session held prior to this meeting. (Please refer to the information provided in the write-up for this item in the Work Session.)

If it is determined that the style of the proposed stucco will be architecturally appropriate or acceptable for the property, or if an alternate solution is arrived at, then the request can be approved on the assumption that all requirements of the Code will be satisfied. The PZHAC should continue on to approve the request based on the Findings stated below.

If, on the other hand, it is determined that the proposed stucco will not be architecturally appropriate or acceptable to the property, and no other solution can be reached, then the PZHAC should either postpone the request further until the applicant can return with a proposal that meets the standards set forth by the PZHAC; or the PZHAC should deny the request based on the request not meeting any or all of the Findings as listed.

Estimated Cost: @ \$16081.15

Consistency with the Code:

The PZHAC will need to determine that the proposed stucco will be consistent with the historical and architectural character of the property and the area. Additionally, the PZHAC will need to determine that the request is consistent with the all other sections of the **Building and Zoning Codes** that may be applied to this project.

Findings:

- The PZHAC has jurisdiction to review and recommend approval of this request to the BOT.
- The proposed work consists of stuccoing an existing dwelling at this address.
- The PZHAC has determined that the proposed work meets all applicable Code requirements.

PZHAC ACTION:

The PZHAC determined that the proposed windows would not be out of character with the nature of other structures in the area and voted 3 – 0 to recommend APPROVAL of this request to the BOT.

BOT OPTIONS:

1. Approve the application as recommended by the PZHAC.
2. Approve the application with conditions.
3. Reject the application.

BOT ACTION:

**PZHAC WORK SESSION
OCTOBER 21, 2018
ITEM 1**

Submitted by Willian and Stephan McIlvaine; a request to discuss plans for the renovation of the main dwelling on a residential property at 2655 Calle de Parian, including the replacement of windows (Case 060964), replacing the roof (Case 060965), and restuccoing the dwelling (Case 060966). Zoned: Historic Residential (HR)

This request was originally scheduled to be heard by the PZHAC at their October 7, 2019 Work Session and Regular Meeting but was postponed to this meeting due to the fact that neither the applicants nor their representative were present to discuss the request.

DESCRIPTION OF REQUEST:

According to the Historic Register for the Town (see attached), the subject dwelling on the property appears to have been built in 1935 out of adobe. When the inventory of structures was completed in 1979, the dwelling had a flat roof with tin canales. It appears that a number of changes were done to the dwelling since the inventory was taken. (There are no records in the files indicating what was done or when the changes to the dwelling took place.)

The applicant would like to renovate the dwelling and bring the appearance of the structure more in line with the character of the Town. This includes changing the roof covering to a darker color, changing the style of windows, and using a different stucco color (see attached).

The applicant has submitted several zoning permit requests for the proposed work. Photos of the structure along with diagrams of the proposed windows and roof material are attached to illustrate what currently exists and what will be done. Excerpts from the Historical Register are also included for reference. The permits are as follows:

1. **Case 060964** ... a request for a zoning permit to remove and replace fifteen windows on the main dwelling at this address.
2. **Case 060965** ... a request for a zoning permit to replace a metal roof on the main dwelling at this address with a tile roof.
3. **Case 060966** ...; a request for a zoning permit to restucco the main dwelling at this address.

CONSISTENCY WITH THE CODE:

The PZHAC will need to determine that the proposed work will not result in any changes to the structure that will affect its Historical character, and that the work will be consistent with the following sections of the Code:

Chapter 18.33 – Historic Preservation

18.33.040 Declaration of purpose and statement of public policy.

A. The board of trustees declares that the historical heritage of Mesilla and its historic buildings and its historic districts are among its most valued and important assets. The board finds that some buildings having historical, architectural, aesthetic and cultural value have been neglected, altered or destroyed notwithstanding the feasibility of preserving and continuing the use of such buildings and without adequate consideration of the irreplaceable loss to the public and the town. The board finds that the historic character of Mesilla is of vital importance in maintaining the economy of the town and that its historic landmarks and the buildings in its historic district can be preserved, rehabilitated and used. The board finds that this chapter benefits all the residents of Mesilla and all the owners of property.

B. The board of trustees declares as a matter of public policy that the preservation, protection and use of historic landmarks and buildings in the historic districts are a public necessity because they have a special character or a special historic, architectural, aesthetic or cultural value and thus serve as visible reminders of the history and heritage of this town, state and nation. The board declares as a matter of public policy that this chapter is required in the interest of the health, safety, welfare and economic well-being of the public. The board declares as a matter of public policy that the identification and designation of historic landmarks and historic districts and the approval or disapproval of exterior changes to designated property or their demolition or relocation or new construction on the site are stated to be a public purpose. [Ord. 2011-03]

The applicant will be present at the work session to provide further details about the proposed renovations and will be available to answer any questions that may arise.

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

OFFICIAL USE ONLY:

Case # 060964

Fee \$ 40.50

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

CASE NO. 060964 ZONE: HR CODE: ACM APPLICATION DATE: 9/13/19

WILLIAM & STEPHAN MCELVAINE 310 990 9896

Name of Applicant/Owner Applicant's Telephone Number

PO BOX 360 MESILLA NM 88046-0360

Applicant's/Owner's Mailing Address City State Zip Code

WBMCELVAINE@MAC.COM

Applicant's/Owner's E-mail Address

WBMCELVAINE@MAC.COM

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

575 312 2194 NM 362903

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

Address of Proposed Work: 2685 CALLE DE PARIAN, MESILLA NM (MAIN HOUSE)

Description of Proposed Work: single REMOVE + REPLACE WINDOWS. (15 TOTAL)

NEW DOUBLE HUNG, DIVIDED LIGHTS UPPER + LOWER. EXTERIOR

COLOR IS FERRATONE (SEE ATTACHE COLOR SHEET)

DARK BRONZE

\$ _____

Estimated Cost Signature of Applicant Date

W. McElvaine 13 Sept 2019

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

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

FOR OFFICIAL USE ONLY

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

FIRE INSPECTION/APPROVAL REQUIRED: ___ YES NO ___ SEE CONDITIONS

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

CONDITIONS: PZHAC REVIEW & BOT APPROVAL REQ'D.
CID PERMIT REQ'D
TC

PERMISSION ISSUED/DENIED BY: _____ ISSUE DATE: _____

- This Application will include the following, if checked:
1. ___ Plot plan with legal description to show existing structures, adjoining streets, driveway(s), improvements & setbacks. Verification shall show that the lot was legally subdivided through the Town of Mesilla or that the lot has been in existence prior to February 1972.
 2. ___ Site Plan with dimensions and details.
 3. ___ Proof of legal access to the property.
 4. ___ Drainage plan.
 5. ___ Architectural style and color scheme – diagrams or elevations (Historical and commercial zones only).
 6. ___ Proof of sewer service or a copy of septic tank permit; proof of water service (well permit or statement from the Public Utility providing water services).
 7. ___ Other information as necessary or required by the City Code or Community Development:

Doña Ana County, NM

General Reference Maps

2014 Aerial | Addresses | County Address Points

Select S

Maps

Legend

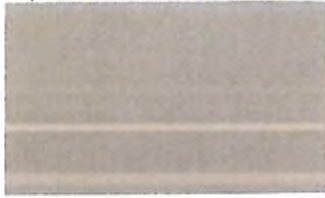
Map Themes

Parcels
UDC Zoning
Roads and Transportation
NM House Districts
NM Senate Districts
County Commission Districts
City Council Districts
Median Household Income
General Land Ownership

Account Number: [R0400441](#)
Parcel Number: 4006138096083
Owner: MCILVAINE WILLIAM
Mail Address: 7101 NORTH MESA
#370
Subdivision:
Property Address: 2685 CALLE DE
PARIAN #2
Acres: 0.93000001



▼ Sandtone



▼ Terratone



▼ Dark Bronze



▼ Cocoa Bean



▼ Red Rock



▼ Prairie Grass



▼ Dove Gray



▼ Forest Green



▼ Black



SEE BACK FOR
COLOR AVAILABILITY
BY SERIES ►

Printing limitations prevent exact finish replication. Actual color chips can be ordered online at andersenhomedepot.com.



D30-9270-22



Andersen Windows - Abbreviated Quote Report
Project Name: William McKvanne

Quote #: 98 Print Date: 09/13/2019 Quote Date: 09/03/2019 iQ Version: 17.2

Dealer: _____

Sales Rep: Administrator - DO NOT REMOVE

Created By: _____

Customer: _____

Billing Address: _____

Phone: _____

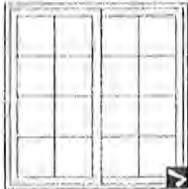
Contact: _____

Trade ID: _____

Promotion Code: _____

Fax: _____

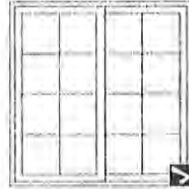
Item	Qty	Item Size (Operation)	Location	Unit Price	Ext. Price
0001	1	100SHS3' 10" x 3' 9 3/4" (F/A)	Living Room East	\$ 1440.50	\$ 1440.50
RO Size = 3' 10 1/2" W x 3' 10 1/4" H Unit Size = 3' 10" W x 3' 9 3/4" H 100 Series Unit, No Flange, Dark Bronze/Dark Bronze, Low E SmartSun Glass, Divided Light without Spacer, Colonial, 4W2H, Dark Bronze/Dark Bronze, 3/4" (Each Sash), Half Insect Screen, Dark Bronze, Andersen 100 Series Hardware, Dark Bronze Labor Adjustment COMMENT: -- Labor					



Viewed from Exterior

Zone: South-Central
 U-Factor: 0.29, SHGC: 0.19, ENERGY STAR® Certified: Yes

0002	1	100SHS3' 10" x 3' 9 3/4" (F/A)	Living Room South	\$ 1440.50	\$ 1440.50
RO Size = 3' 10 1/2" W x 3' 10 1/4" H Unit Size = 3' 10" W x 3' 9 3/4" H 100 Series Unit, No Flange, Dark Bronze/Dark Bronze, Low E SmartSun Glass, Divided Light without Spacer, Colonial, 4W2H, Dark Bronze/Dark Bronze, 3/4" (Each Sash), Half Insect Screen, Dark Bronze, Andersen 100 Series Hardware, Dark Bronze Labor Adjustment COMMENT: -- Labor					



Viewed from Exterior

Zone: South-Central
 U-Factor: 0.29, SHGC: 0.19, ENERGY STAR® Certified: Yes

Item Qty Item Size (Operation) Location Unit Price Ext. Price



0003 2 100SHS2' 11" x 4' 10 1/2" (F/A) By Fireplace \$ 1330.10 \$ 2660.20
 RO Size = 2' 11 1/2" W x 4' 11" H Unit Size = 2' 11" W x 4' 10 1/2" H
 100 Series
 Unit, No Flange, Dark Bronze/Dark Bronze, Low E SmartSun Glass, Divided Light without Spacer, Colonial, 3W2H, Dark Bronze/Dark Bronze, 3/4" (Each Sash), Half Insect Screen, Dark Bronze, Andersen 100 Series Hardware, Dark Bronze
 Labor Adjustment
 COMMENT: -- Labor

Viewed from Exterior

Zone: South-Central
 U-Factor: 0.29, SHGC: 0.19, ENERGY STAR® Certified: Yes



0004 1 100SHS2' 6 1/2" x 4' 3" (F/A) Office North \$ 1302.80 \$ 1302.80
 RO Size = 2' 7" W x 4' 3 1/2" H Unit Size = 2' 6 1/2" W x 4' 3" H
 100 Series
 Unit, No Flange, Dark Bronze/Dark Bronze, Low E SmartSun Glass, Divided Light without Spacer, Colonial, 3W2H, Dark Bronze/Dark Bronze, 3/4" (Each Sash), Half Insect Screen, Dark Bronze, Andersen 100 Series Hardware, Dark Bronze
 Labor Adjustment
 COMMENT: -- Labor

Viewed from Exterior

Zone: South-Central
 U-Factor: 0.29, SHGC: 0.19, ENERGY STAR® Certified: Yes

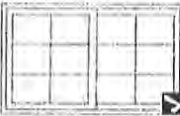


0005 1 100SHS3040 (F/A) Office East \$ 1275.40 \$ 1275.40
 RO Size = 3' 0" W x 4' 0" H Unit Size = 2' 11 1/2" W x 3' 11 1/2" H
 100 Series
 Unit, No Flange, Dark Bronze/Dark Bronze, Low E SmartSun Glass, Divided Light without Spacer, Colonial, 3W2H, Dark Bronze/Dark Bronze, 3/4" (Each Sash), Half Insect Screen, Dark Bronze, Andersen 100 Series Hardware, Dark Bronze
 Labor Adjustment
 COMMENT: -- Labor

Viewed from Exterior


Zone: South-Central
 U-Factor: 0.29, SHGC: 0.19, ENERGY STAR® Certified: Yes

Item	Qty	Item Size (Operation)	Location	Unit Price	Ext. Price
------	-----	-----------------------	----------	------------	------------

	0006	2	100SHS2' 6 1/2" x 4' 3" (F/A)	Gecco Room	\$ 1302.80	\$ 2605.60
	RO Size = 2' 7" W x 4' 3 1/2" H Unit Size = 2' 6 1/2" W x 4' 3" H 100 Series Unit, No Flange, Dark Bronze/Dark Bronze, Low E SmartSun Glass, Divided Light without Spacer, Colonial, 3W2H, Dark Bronze/Dark Bronze, 3/4" (Each Sash), Half Insect Screen, Dark Bronze, Andersen 100 Series Hardware, Dark Bronze Labor Adjustment COMMENT: -- Labor					

Zone: South-Central
 U-Factor: 0.29, SHGC: 0.19, ENERGY STAR® Certified: Yes

Viewed from Exterior

	0007	1	100SHS2' 7" x 4' 3" (F/A)	Flower Room	\$ 1302.80	\$ 1302.80
	RO Size = 2' 7 1/2" W x 4' 3 1/2" H Unit Size = 2' 7" W x 4' 3" H 100 Series Unit, No Flange, Dark Bronze/Dark Bronze, Low E SmartSun Glass, Divided Light without Spacer, Colonial, 3W2H, Dark Bronze/Dark Bronze, 3/4" (Each Sash), Half Insect Screen, Dark Bronze, Andersen 100 Series Hardware, Dark Bronze Labor Adjustment COMMENT: -- Labor					

Zone: South-Central
 U-Factor: 0.29, SHGC: 0.19, ENERGY STAR® Certified: Yes

Viewed from Exterior

Item Qty Item Size (Operation) Location Unit Price Ext. Price



0008 1 100SHS2' 7 1/2" x 4' 3 1/4" (F/A) T.V. Room \$ 1302.80 \$ 1302.80
 RO Size = 2' 8" W x 4' 3 3/4" H Unit Size = 2' 7 1/2" W x 4' 3 1/4" H
 100 Series
 Unit, No Flange, Dark Bronze/Dark Bronze, Low E SmartSun Glass, Divided Light without Spacer, Colonial, 3W2H, Dark Bronze/Dark Bronze, 3/4" (Each Sash), Half Insect Screen, Dark Bronze, Andersen 100 Series Hardware, Dark Bronze
 Labor Adjustment
 COMMENT: -- Labor

Viewed from Exterior

Zone: South-Central
 U-Factor: 0.29, SHGC: 0.19, ENERGY STAR® Certified: Yes



0009 1 100AS2' 6 3/4" x 1' 10" (V) Bathroom \$ 1323.00 \$ 1323.00
 RO Size = 2' 7 1/4" W x 1' 10 1/2" H Unit Size = 2' 6 3/4" W x 1' 10" H
 100 Series
 Unit, No Flange, Dark Bronze/Dark Bronze, V Handing, Low E SmartSun Tempered Obscure Glass, Divided Light without Spacer, Colonial, 3W2H, Dark Bronze/Dark Bronze, 3/4", Insect Screen, Dark Bronze, Dark Bronze Lock Hardware
 Labor Adjustment
 COMMENT: -- Labor

Viewed from Exterior

Zone: South-Central
 U-Factor: 0.27, SHGC: 0.17, ENERGY STAR® Certified: Yes



0010 2 100SHS1' 10 3/4" x 4' 10 1/2" (F/A) Master Bed \$ 1165.00 \$ 2330.00
 RO Size = 1' 11 1/4" W x 4' 11" H Unit Size = 1' 10 3/4" W x 4' 10 1/2" H
 100 Series
 Unit, No Flange, Dark Bronze/Dark Bronze, Low E SmartSun Glass, Divided Light without Spacer, Colonial, 2W2H, Dark Bronze/Dark Bronze, 3/4" (Each Sash), Half Insect Screen, Dark Bronze, Andersen 100 Series Hardware, Dark Bronze
 Labor Adjustment
 COMMENT: -- Labor

Viewed from Exterior

Zone: South-Central
 U-Factor: 0.29, SHGC: 0.19, ENERGY STAR® Certified: Yes

Item Qty Item Size (Operation) Location Unit Price Ext. Price

0011 2 100SHS2' 10 3/4" x 4' 10 1/4" (F/A) Master Bed \$ 1330.10 \$ 2660.20
 RO Size = 2' 11 1/4" W x 4' 10 3/4" H Unit Size = 2' 10 3/4" W x 4' 10 1/4" H



100 Series
 Unit, No Flange, Dark Bronze/Dark Bronze, Low E SmartSun Glass, Divided Light without Spacer, Colonial, 3W2H, Dark Bronze/Dark Bronze, 3/4" (Each Sash), Half Insect Screen, Dark Bronze, Andersen 100 Series Hardware, Dark Bronze
 Labor Adjustment
 COMMENT: -- Labor

Zone: South-Central
 U-Factor: 0.29, SHGC: 0.19, ENERGY STAR® Certified: Yes

Viewed from Exterior

Total Load Factor
 1.992

Subtotal \$ 19,643.80
 Tax (0.000%) \$ 0.00
 Grand Total \$ 19,643.80

Customer Signature

Dealer Signature

** All graphics viewed from the exterior

** Rough opening dimensions are minimums and may need to be increased to allow for use of building wraps or flashings or sill panning or brackets or fasteners or other items.

Item Qty Item Size (Operation) Location Unit Price Ext. Price

Ask to see if all of the products you purchase can be upgraded to be ENERGY STAR® certified.



This image indicates that the product selected is certified in the US ENERGY STAR® climate zone that you have selected. Data is current as of May 2017. This data may change over time due to ongoing product changes or updated test results or requirements. Ratings for all sizes are specified by NFRC for testing and certification. Ratings may vary depending on the use of tempered glass or different grille options or glass for high altitudes etc.

Nexia is a registered trademark of Ingersoll Rand Inc.

Project Comments:

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

OFFICIAL USE ONLY:
Case # 060965
Fee \$ 55.50

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

CASE NO. 060965 ZONE: HR CODE: RR APPLICATION DATE: 9/13/19

WILLIAM + STEPHAN McILVAINE 310 990 9896

Name of Applicant/Owner PO BOX 360 MESILLA Applicant's Telephone Number NM 88046-0360

Applicant's/Owner's Mailing Address WBMILVAINE@MAZ.COM City MESILLA State NM Zip Code 88046-0360

Applicant's/Owner's E-mail Address WBMILVAINE@MAZ.COM

DJ WALKER CONSTRUCTION 518 N 17TH ST. LAS CRUCES NM 88505

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

575 644 3180 27-0098517 360618

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

Address of Proposed Work: 2685^A CALLE DE PARIAN, MESILLA NM

Description of Proposed Work: REMOVE RED METAL ROOF ON MAIN HOUSE. REPLACE WITH BRAVA ROOF TILE - BLACK / BROWN. SEE ATTACHED COLOR SHEET

\$ 30,000.00 WBMILVAINE 13 Sept 2019

Estimated Cost Signature of Applicant Date

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

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

FOR OFFICIAL USE ONLY

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

FIRE INSPECTION/APPROVAL REQUIRED: ___ YES NO ___ SEE CONDITIONS

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

CONDITIONS: PZHAC REVIEW & BOT FINAL APPROVAL REQ'D
CID PERMIT REQ'D

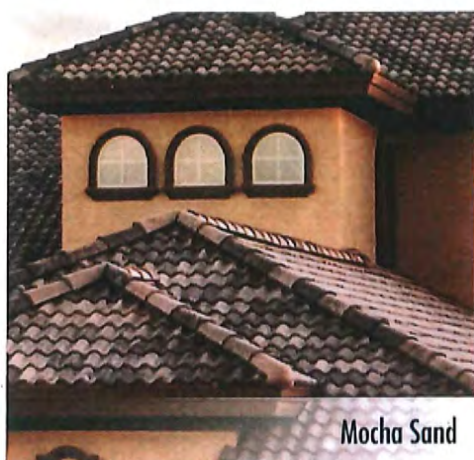
PERMISSION ISSUED/DENIED BY: _____ **ISSUE DATE:** _____

- This Application will include the following, if checked:
1. ___ Plot plan with legal description to show existing structures, adjoining streets, driveway(s), improvements & setbacks. Verification shall show that the lot was legally subdivided through the Town of Mesilla or that the lot has been in existence prior to February 1972.
 2. ___ Site Plan with dimensions and details.
 3. ___ Proof of legal access to the property.
 4. ___ Drainage plan.
 5. ___ Architectural style and color scheme – diagrams or elevations (Historical and commercial zones only).
 6. ___ Proof of sewer service or a copy of septic tank permit; proof of water service (well permit or statement from the Public Utility providing water services).
 7. ___ Other information as necessary or required by the City Code or Community Development:



Antigua

SPANISH TILE

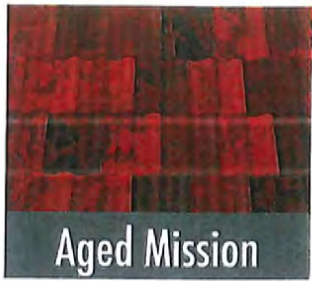


Mocha Sand

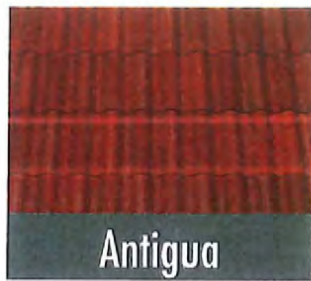


Green

- Authentic Spanish Tile Look
- Unrivaled Performance
 - Class 4 Impact
 - Class A or C Fire Rating
 - Miami Dade County Approved
 - UV Protective Formulation
- Maintenance Free
- 50 Year Limited Warranty
- Limitless Color Options
- Eco-Friendly



Aged Mission



Antigua



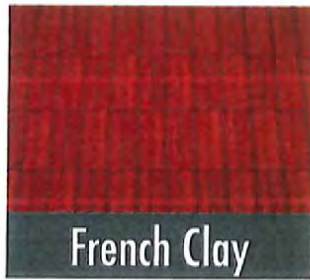
Autumn



Black Brown



Brown



French Clay



Gray



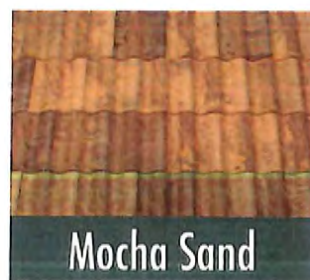
Green



Mediterranean



Mocha



Mocha Sand



New Aged Terra Cotta



Onyx



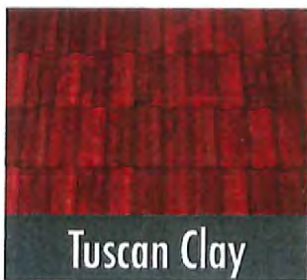
Sand



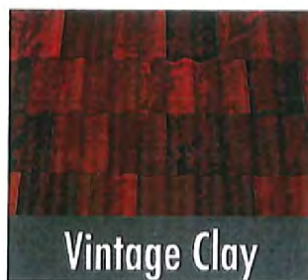
Terra Cotta Brown



Terra Cotta



Tuscan Clay



Vintage Clay



White



CONTACT US FOR CUSTOM COLORS

bravarooftile.com / (844) 280-4186 / info@bravarooftile.com



PO Box 484
Washington, IA 52353

QUOTE

Job Name/Address:

SOLD TO:

Company Name: DJ Walker Construction
Contact Name: Darrell Walker
Street Address: 2685 Calle De Parian
Street Address:
City/State: Mesilla, NM
Zip: 88046
Phone: 575-644-3180
Fax:
email: djwalkerconstruction@gmail.com

SHIP TO:

Company Name: Construction
Contact Name: Darrell Walker
Street Address: 2685 Calle De Pariar
Street Address:
City/State: Mesilla, NM
Zip: 88046
Phone: 575-644-3180
Fax:
PO No:

Profile	Product	Pieces per Square	Cost per Piece	Cost per Square***	Qty. (Square)	Qty. (Lin. ft.)	Qty. (Pieces)****	Total Amount
Brava	Field Tile	90	\$3.44	\$310.00	40.0		3600	\$12,400.00
Barrel Tile	Eave Starter		\$2.25			130	133	\$299.25
Spanish	Ridge Closure		\$2.25			130	266	\$598.50
	Bull Nose/Hip Starter		\$11.95				0	\$0.00
	Hip Caps		\$6.50			0	0	\$0.00
	Top Ridge		\$7.25			65	58	\$420.50
	Rake Edge		\$5.50			130	116	\$638.00
				From: 52353	To: 88046			\$14,356.25
Carrier:		<input type="checkbox"/> loading dock @ facility	<input checked="" type="checkbox"/> residential delivery	weight (lb.): 11,408	# pallets: 8	<input checked="" type="checkbox"/> liftgate required	Freight	\$2,350.00
Total Quote								\$16,706.25
Deposit required								\$8,353.13

* Quote for material cost is valid for 30 days from day of quote.
 ** Pricing is good for orders 15 squares or larger.
 *** Material is invoiced at cost per piece. Cost per square is an approximate figure only.
 **** Quantity of pieces is rounded up to the nearest bundle to reflect how product is packaged.

By signing below, Customer has accepted and agreed to this quote and all terms laid out herein.

Submitted by: Mark Pettit 8/28/2019
 Sales Rep Date Customer Date

Comments: **Color:** Stock Color
Color Disclaimer: Customer acknowledges that the tile colors vary and that tile variance is not grounds for rejecting tiles, returning tiles or for failing to pay seller's invoices.
 Brava Spanish Tile to be installed at 13.5" maximum exposure, 90 pcs. per square; 257 lbs./sq.
 Class C fire rated; Class 4 hail rated; 50 year limited warranty
 Brava Tile shipping by LTL, buyer responsible to unload truck. Tile and trim are on pallets. Freight quotes subject to change for any undisclosed requirements.
 Terms are 50% down to activate order, balance due prior to shipping
 Quantities based on measurements provided by buyer
 Please sign and date this contract and return by fax to Brava Tile: Fax # (319) 343-1038
ALL SALES ARE FINAL - NO RETURNS. Brava Tile is not responsible for any losses or damages for incorrect material supplied. It is the responsibility of the contractor to ensure proper material has been received before installing.
Installer Disclaimer: Brava Tile has no liability for issues or damages arising from an incorrect installation by the contractor.
 Contact your sales rep with any questions at: (319) 338-5706
 Thank you for the opportunity to quote this job. Restocking Fees are 25% of Total Quote.

Proposal

D.J. Walker Construction LLC License # 360618
 Phone 575 644-0049 Office 575-644-3180
 518 N 17th Street Las Cruces NM 88005

Date: 8/29/2019
 W.O. #: 1019142
 Estimator: Darrell Walker
 Phone: 575-644-0049

Customer: Will & Stephan Mcilvaine
 2685 Calle de Parian
 Mesilla, NM
 Owner Contact William 310-990-9896 Stephan 310-614-5531



Scope of Work	Re-Roof Single Family Dwelling (remove metal panels install Brava Roof Tile)		
Product	Detailed Description	Quantity	Line Total
1.00	Roof	40.00 SQ	
Permit	Mesilla State CID inspections		
Preparation	Remove all existing Metal	4-8 TON	
Decking	Inspect decking and replace any water damaged decking replacement billed at \$1.50 SF	TBD	
Penetrations	Seal all JV and Stack vents (through the roof)		
	Install flashing plumbing pipe jacks		
Eave	Install Eave Starter	130 LF	
Rake	Install Rake Starter	130 LF	
Ridge	Install Ridge Closure	130 LF	
Ridge Cap	Install Top Ridge	65 LF	
Field	Install Brava Field Tile stock color		
Trash	Debris removal haul off	4-8 Ton	
A/C	HVAC by others (contracted by owners)		
Skylights	Remove unwanted skylights and deck over openings		
		Materials	14,356.25
	Labor cost includes Synthetic Underlayment for Tile Installation	Labor	11,000.00
		Freight	2,350.00
Warranty	5 Year labor along with all manufacturers implied warranties		
		sub total	27,706.25
		tax	2,303.08
		total	30,009.33
		deposit/credit	
		balance	

Customer Signature X _____
 Company Representative X _____

ARBITRATION: All disputes between the parties arising out of or related to any agreement term, or any breach or alleged breach of this contract will be decided by arbitration. No arbitration proceeding under this provision shall include any person or entity not a party to this agreement except by prior written consent. This written consent must specifically refer to this agreement's arbitration provision, describe the matter to be arbitrated, and be signed by the Builder and/or Contractor. An arbitration proceeding involving an additional person or entity is limited to the parties and matter described in the consent.

Phone 575-644-0049 email djwalkerconstruction@gmail.com
www.aplusexteriorsandroofing.com

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

OFFICIAL USE ONLY:
Case # 060966
Fee \$ 36.00

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

CASE NO. 060966 ZONE: UR CODE: ACM APPLICATION DATE: 9/13/19

WILLIAM & STEPHAN MCILVAINE 310 990 9896
Name of Applicant/Owner Applicant's Telephone Number
PO BOX 360 MESILLA NM 88046
Applicant's/Owner's Mailing Address City State Zip Code
WBMILVAINE@MAC.COM
Applicant's/Owner's E-mail Address

DJ WALKER CONSTRUCTION 518 N 17th ST LAS CRUCES NM 88005
Contractor's Name & Address (If none, indicate Self)
575 644 3180 27-0098517 360618
Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number

Address of Proposed Work: 2685 A CALLE DE PARIAN MESILLA NM
Description of Proposed Work: COMPLETE STUCCO RENOVATION OF MAIN HOUSE
FINISH -> LIMESTONE. COLOR PER ATTACHED BROCHURE - #'s 6050, 21614
OR 20824

\$ 16081.15 W. McIlvaine 13 Sept 2019
Estimated Cost Signature of Applicant Date

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

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

FOR OFFICIAL USE ONLY

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

FIRE INSPECTION/APPROVAL REQUIRED: ___ YES NO ___ SEE CONDITIONS

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

CONDITIONS: PZHAC REVIEW & BOT APPROVAL REQ'D
CID APPROVAL REQ'D

PERMISSION ISSUED/DENIED BY: _____ **ISSUE DATE:** _____

This Application will include the following, if checked:

1. ___ Plot plan with legal description to show existing structures, adjoining streets, driveway(s), improvements & setbacks. Verification shall show that the lot was legally subdivided through the Town of Mesilla or that the lot has been in existence prior to February 1972.
2. ___ Site Plan with dimensions and details.
3. ___ Proof of legal access to the property.
4. ___ Drainage plan.
5. ___ Architectural style and color scheme – diagrams or elevations (Historical and commercial zones only).
6. ___ Proof of sewer service or a copy of septic tank permit; proof of water service (well permit or statement from the Public Utility providing water services).
7. ___ Other information as necessary or required by the City Code or Community Development:

Proposal

D.J. Walker Construction LLC License #360618
 DBA A PLUS EXTERIORS (575-644-0049)
 518 N 17th Street Las Cruces NM 88005
 Customer:

Date: 9/10/2019
 W.O. #: 1019153
 Estimator Darrell Walker
 Phone 575-644-0049

Will & Stephan Mcilvaine
 2685 Calle De Parion
 Mesilla, NM



Scope of Work	Detailed Description	Quantity	Line Total
1.00	Stucco Renovation Trench perimeter to expose all stucco	3036 SF	14,167.00
Preparation	Power wash to remove all dirt/debris Tape, paper and plastic to windows and doors		
Windows	Note that new Anderson windows are being installed by others Remove all delaminated stucco		
Repairs	Inspect and replace weather barrier and lath as needed STO # 727 premix with embedded fiber mesh over all existing stucco		
Finish	STO 1.0 Synthetic over all existing stucco		
Calking	Siliconized caulking at all window and doors		
Color	TBD (two colors to front elevations)		
2.00	Lath	540 SF	
Lath	Install moisture barrier wire and lath at gables on either end of home		
3.00	Electrical		
Lights	Electrical to move Light boxes and other miscellaneous conduit estimated hours and materials. <i>This is subject to change depending on time and material.</i>	TBD	680.00
		sub total	14,847.00
<i>Customer Signature X</i> _____		tax	1,234.15
<i>Company Representative X</i> _____		total	16,081.15
		deposit	
		balance	

ARBITRATION: All disputes between the parties arising out of or related to any agreement term, or any breach or alleged breach of this contract will be decided by arbitration. No arbitration proceeding under this provision shall include any person or entity not a party to this agreement except by prior written consent. This written consent must specifically refer to this agreement's arbitration provision, describe the matter to be arbitrated, and be signed by the Builder and/or Contractor. An arbitration proceeding involving an additional person or entity is limited to the parties and matter described in the consent.

Phone 575-644-3180 email djwalkerconstruction@gmail.com
www.aplusexteriorsandroofing.com

Sto's Classic Color Collection

This is a selected group of colors from the StoColor System. The Classic Color Collection represents traditional favorites for North America. For additional color, refer to our Designer Color Collection (Item No. S630), or our entire StoColor System with 800 standard colors. Explore your creative freedom with the varied textures in which all Sto colors are available. To learn more about the solutions Sto can provide for you, contact us by calling 1-800-221-2397 or log on at www.stocorp.com.

StoColor System

- Quick and easy to understand thanks to a clear, logical system construction
- Offers a harmonic, finely tailored selection of color for interior and exterior use
- Is ergonomic and perception oriented for all phases of color selection and implementation

Guide to symbols

Explicación de los símbolos

31437 73 *

Color no.

Color code/order no.

Numero del tono de color

Código color/numero de pedido

*Please note that certain dark and/or saturated colors may incur increased costs due to high tint charges.

**Tenga presente que ciertos colores oscuros y/o saturados pueden incurrir en mayores costos debido a los elevados costos de los colorantes.

Light Reflectance Value

Value for the quantity of light reflected from the surface.

Measured in percent

100 % = white, 0 % = black

Valor Reflejante de Luz

Valor, en por ciento, que mide la cantidad de luz reflejada por la superficie.

100% = Blanco, 0% = Negro

La Colección Clásica de Color de Sto Corp.

Este es un surtido selecto de colores del sistema StoColor. Esta Colección Clásica representa colores preferidos en Norte America. Para colores adicionales, refiérase a Colección de Color de diseñador [S630], o a la colección completa StoColor System de 800 colores. Pruebe su creatividad con las variedades de texturas en las cuales todos los colores Sto son disponibles. Para aprender mas sobre las soluciones que Sto puede proporcionar, comuníquese al 1-800-221-2397 o por el Intranet en www.stocorp.com.

Sistema StoColor

- Fácil de comprender, debido a su presentación clara y lógica
- Ofrece una selección armónica y a la medida, de colores para interiores y exteriores
- Es ergonómico y orientado hacia toda fase para la selección e implementación de colores

Most Popular Textures; Las texturas más populares



1.5 / Medium



1.0 / Fine



R1.5 / Swirl



Freeform (Note: Custom Texture)
(Nota: Textura según especificaciones del cliente)



Limestone (Note: Requires two layers of finish material.)
(Nota: Requiere dos capas de material de acabado)

Freeform (Note: Custom Texture)
(Nota: Textura según especificaciones del cliente)

1.5 / Medium

Stolit® Lotusan® 1.5

Stolit® 1.5

Sto Medium Sand

StoPowerwall® Medium

StoPowerflex® Medium

StoPowerflex® Silco Medium

R1.5 / Swirl

Stolit® R1.5

Sto Swirl

StoPowerwall® Swirl

StoPowerflex® Swirl

StoPowerflex® Silco Swirl

Limestone

Sto Limestone

Note: Limestone requires two layers of finish and will incur additional costs.
Nota: El Limestone requiere dos capas de acabado e incurra en costos adicionales.

Please note

The colors presented on this chart are representations. Actual color of manufactured product may vary slightly from the chart. Color perception is affected by degree of gloss, texture, and lighting conditions. For best results always request a product sample, select color under natural lighting conditions, and construct full scale job site mock ups for final color approval.

Minor shade variations may occur from batch to batch (refer to batch no. on pail). Avoid installing separate batches side-by-side and avoid application in direct sunlight. Avoid installing new finish adjacent to weathered or aged finish. Sto Corp. will not be responsible for shade or color variation from batch to batch, variation caused by application or substrate deficiencies, or fading resulting from natural causes such as weather. See Sto Tech Hotline Nos. 0894-C, 0893-EC and 1202-CF for helpful tips on prevention of color problems.

For Exterior Insulation and Finish Systems (EIFS) select colors with light reflectance value of 20% or greater.

Por Favor Nota

Los colores que aparecen en este muestrario son representaciones. El color real del producto puede variar ligeramente con el del muestrario. El color percibido es afectado por el grado de brillantez, la textura y las condiciones de luz. Para la obtención de los mejores resultados, deberá siempre solicitar una muestra del producto, seleccionar el color bajo condiciones de luz natural, y elaborar aprobacion final del color. Pueden presentarse pequeñas variaciones en el tono, de remesa a remesa (favor de referirse al numero de remesa en la cubeta). Evite aplicar adjuntas remesas diferentes, así como a la luz solar directa. Igualmente, evite aplicar el acabado nuevo adjunto a acabados viejos o intemperizados. Sto Corp. no se responsabiliza por la variación en color o tono de remesa a remesa, al método de aplicación, deficiencias en la base, o por decoloración debido a causas naturales como el clima. Favor de consultar a los Nos. 0694-C, 0893-EC y 1202-CF de Sto Tech Hotline para recibir indicaciones para prevenir problemas.

Para Sistemas de Aislamiento Exterior y Acabado (EIFS), selección colores con un valor reflejante de luz del 20% o mayor.



33137 ■ 71

Gray Dawn



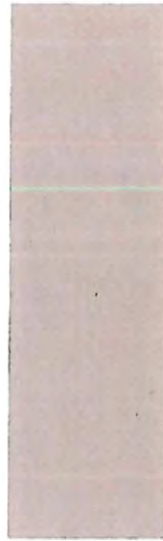
11505 ■ 65

London Fog



36235 ■ 58

Notre Dame



93860 ■ 52

Sandstone



93440 ■ 36

Moondust



35237 ■ 75

Cloud



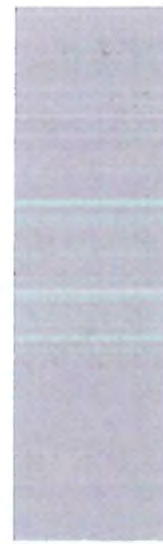
33237 ■ 68

Mineral



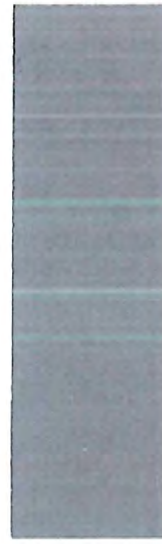
93240 ■ 60

Smoked Putty



11504 ■ 50

Gray Flannel



11403 ■ 32

Burnt Ash



11406 ■ 71

Pearl Gray



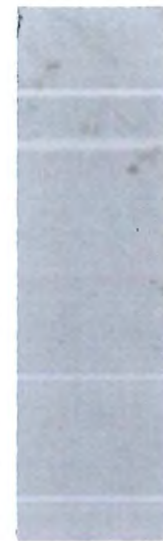
36236 ■ 67

Frost



21612 ■ 58

Oyster



11404 ■ 47

Brushed Pewter



11503 ■ 35

Twilight

Accent Colors; Colores De Acento (Please note: Higher tint costs may be associated with accent colors.) (Por Favor Nota: Tenga presente que ciertos colores acento pueden incurrir en mayores costos debido a los elevados costos de los colorantes.)



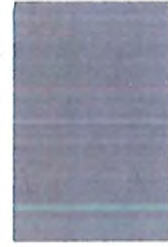
31410 ■ 45 Hemp Gold



32321 ■ 41 Terra



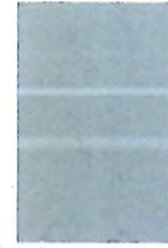
33120 ■ 25 Coral



34133 ■ 28 * Violet Night



35333 ■ 35 * Cadet



36233 ■ 38 * Manchester



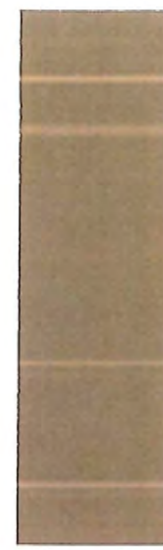
32234 ■ 45

Natural



1015 ■ 35

Mocha Cream



32132 ■ 23

Spectral



20822 ■ 56

Diamond Dust



10612 ■ 55

Autumn Wheat



20905 ■ 55

Oatmeal



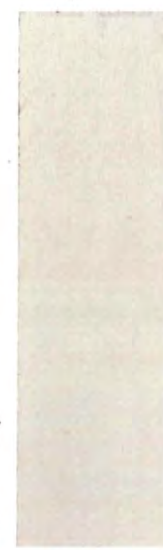
10611 ■ 64

Moonlit Sand



10622 ■ 60

Indiana Limestone



10522 ■ 61

Ivory Key



93330 ■ 69

Champagne



10511 ■ 66

Pacific Sand



20506 ■ 70

Desert Sun



10308 ■ 86

Pearl



10609 ■ 79

French Vanilla



10606 ■ 71

Plateau

Whites; Blancos



9433 ■ 80 Sto White



20001 ■ 82 ITS White



32138 ■ 78 Cotton

21614 ■ 79 Silver Lining

20824 ■ 73 Winter White

6050 ■ 73 White Linen

PHOTOS OF THE DWELLING FROM CALLE DEL OESTE



PHOTO OF THE DWELLING SHOWING THE EXISTING ROOF



PHOTOS OF OTHER ROOF AND DWELLING STYLES IN THE AREA



PHOTOS OF OTHER ROOF AND DWELLING STYLES IN THE AREA



PHOTOS OF OTHER ROOF AND DWELLING STYLES IN THE AREA



BOT ACTION FORM
BUILDING PERMITS 060967
[PZHAC REVIEW – 10/21/2018]
STAFF ANALYSIS

(Decision to be based on information presented during the Work Session – Item 2)

Items:

Case 060967 – 2363 Calle de Santiago, submitted by Mary Lucero; a request for a zoning permit to install photo-voltaic cells on a dwelling at this address. Zoned: Historical Residential (HR)

Staff Analysis:

The proposed work was discussed in the PZHAC Work Session held prior to this meeting. (Please refer to the information provided in the write-up for this item in the Work Session.)

If it is determined that the proposed photo-voltaic panels are architecturally appropriate or acceptable for the zoning of the area as proposed, or if an alternate solution is arrived at, then the request can proceed on the assumption that all requirements of the Code will be satisfied. The PZHAC should continue on to approve the request based on the Findings stated below.

If, on the other hand, it is determined that the proposed photo-voltaic panels would not be architecturally appropriate or acceptable to the zoning of the area, and no other solution can be reached, then the PZHAC should either postpone the request further until the applicant can return with a proposal that meets the standards set forth by the PZHAC; or the PZHAC should deny the request based on the request not meeting any or all of the Findings as listed.

Estimated Cost: @ \$20,000.00

Consistency with the Code:

The PZHAC will need to determine that the proposed photo-voltaic panels, when finished, will be consistent with other development in the Historic Residential zoning district. Additionally, the PZHAC will also need to determine that the request, as submitted, is consistent with the all other sections of the **Building and Zoning Codes** that may be applied to this project.

Findings that need to be made:

- The PZHAC has jurisdiction to review and recommend approval of this request to the BOT.
- The proposed work consists of adding photo-voltaic panels to an existing dwelling at this address.
- The PZHAC has determined that the proposed renovations meet all applicable Code requirements.

PZHAC ACTION:

The PZHAC determined that the proposed panels would be out of character with the nature of other structures in the area if the panels were seen from the street and voted 3 – 0 to recommend APPROVAL of this request to the BOT with the following CONDITION:

- *The panels shall be mounted on the southern pitched roof exposure so that they will not be seen from Calle de Santiago.*

BOT OPTIONS:

1. Approve the application as recommended by the PZHAC.
2. Approve the application with conditions.
3. Reject the application.

BOT ACTION:

**PZHAC WORK SESSION
OCTOBER 21, 2019
ITEM 2**

Submitted by Mary Lucero; a request to discuss plans to install photo-voltaic cells on a dwelling at 2363 Calle de Santiago (Case 060967) Zoned: Historical Residential (HR)

This request was originally scheduled to be heard by the PZHAC at their October 7, 2019 Work Session and Regular Meeting but was postponed to this meeting due to the fact that neither the applicant nor her representative were present to discuss the request.

The installation of photo-voltaic cells on dwellings has generally been allowed to be approved administratively through Mesilla when they are located on flat roofs with parapets and generally cannot be seen from the street. However, in cases where they can be seen from the street in the Historic Zoning District, the PZHAC has required that the case be brought before the PZHAC for review, with final approval by the "Board of Trustees (BOT)". That is the case with this application.

The applicant would like to install a number of solar panels on the roof of the dwelling at this address, but the dwelling has a pitched roof with shingle covering and the roof portion the panels will be located on (west side) is visible from Calle de Santiago. Due to the angle of the sun during the day, this portion of the roof is the best location for the panels. The panels could be located at the rear of the dwelling, which is also pitched, but this would not be as efficient.

Estimated Cost: @ 20,000.00

CONSISTENCY WITH THE CODE:

There is nothing in the Code that directly addresses the screening of utilities in the Historic Districts. The PZHA has usually addressed this issue through the Historic Preservation section of the Code (Chapter 18.33) quoted below.

The PZHAC will need to determine that the proposed work will not result in any changes to the structure that will affect its Historical character, and that the work will be consistent with the following sections of the Code:

Chapter 18.33 – Historic Preservation

18.33.040 Declaration of purpose and statement of public policy.

A. The board of trustees declares that the historical heritage of Mesilla and its historic buildings and its historic districts are among its most valued and important assets. The board finds that some buildings having historical, architectural, aesthetic and cultural value have been neglected, altered or destroyed notwithstanding the feasibility of preserving and continuing the use of such buildings and without adequate consideration of the irreplaceable loss to the public and the town. The board finds that the historic character of Mesilla is of vital importance in maintaining the economy of the town and that its historic landmarks and the buildings in its historic district can be preserved, rehabilitated and used. The board finds that this chapter benefits all the residents of Mesilla and all the owners of property.

B. The board of trustees declares as a matter of public policy that the preservation, protection and use of historic landmarks and buildings in the historic districts are a public necessity because they have a special character or a special historic, architectural, aesthetic or cultural value and thus serve as visible reminders of the history and heritage of this town, state and nation. The board declares as a matter of public policy that this chapter is required in the interest of the health, safety, welfare and economic well-being of the public. The board declares as a matter of public policy that the identification and designation of historic landmarks and historic districts and the approval or disapproval of exterior changes to designated property or their demolition or relocation or new construction on the site are stated to be a public purpose. [Ord. 2011-03]

The applicant will be present at the work session to provide further details about the proposed renovations and will be available to answer any questions that may arise.

PHOTO OF DWELLING FROM CALLE DE SANTIAGO, FACING SOUTHWEST



PHOTO OF DWELLING FROM CALLE DE SANTIAGO, FACING EAST



Doña Ana County, NM

General Reference Maps

2014 Aerial | Addresses | County Address Points

Select S

Maps

Legend

Map Themes

Parcels
UDC Zoning
Roads and Transportation
NM House Districts
NM Senate Districts
County Commission Districts
City Council Districts
Median Household Income
General Land Ownership

Account Number: [R0400230](#)
Parcel Number: 4006137156513
Owner: LUCERO MARY FRANCES
Mail Address: PO BOX 134
Subdivision: LUCERO TRACTS NO 2
CORRECTED PLAT (BK 20 PG 532 -
043383)
Property Address: 2363 CALLE DE
SANTIAGO
Acres: 0





**TOWN OF MESILLA
ZONING APPROVAL**
PERMISSION TO CONDUCT WORK
OR

OFFICIAL USE ONLY:
Case # 060967
Fee \$ 40.50

OBTAIN A COMMERCIAL/RESIDENTIAL BUILDING PERMIT

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

CASE NO. 060967 ZONE: HR CODE: MI APPLICATION DATE: 9/18/19

MARY LUCERO 575/636-4138
Name of Applicant/Owner Applicant's Telephone Number

2303 CALLE DE SANTIAGO, MESILLA, NM, 88046
Applicant's/Owner's Mailing Address City State Zip Code

valejandroz18@gmail.com
Applicant's/Owner's E-mail Address

ERUS BUILDERS LLC, 1155 LARRY MAHAN DR. EPTX 79925
Contractor's Name & Address (If none, indicate Self)

844/272-8336 NM:GB02#3822117
Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number

2303 CALLE DE SANTIAGO, MESILLA NM, 88046
Address of Proposed Work:

SOLAR PANEL INSTALLATION
Description of Proposed Work:

\$20,000 Mary Lucero 9-18-19
Estimated Cost Signature of Applicant Date

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

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

FOR OFFICIAL USE ONLY

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

FIRE INSPECTION/APPROVAL REQUIRED: ___ YES NO ___ SEE CONDITIONS

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

CONDITIONS: PZHAC REVIEW & BOT APPROVAL REQ'D
CID PERMIT REQUIRED
YL

PERMISSION ISSUED/DENIED BY: _____ ISSUE DATE: _____

This Application will include the following, if checked:

1. _____ Plot plan with legal description to show existing structures, adjoining streets, driveway(s), improvements & setbacks. Verification shall show that the lot was legally subdivided through the Town of Mesilla or that the lot has been in existence prior to February 1972.
2. _____ Site Plan with dimensions and details.
3. _____ Proof of legal access to the property.
4. _____ Drainage plan.
5. _____ Architectural style and color scheme – diagrams or elevations (Historical and commercial zones only).
6. _____ Proof of sewer service or a copy of septic tank permit; proof of water service (well permit or statement from the Public Utility providing water services).
7. _____ Other information as necessary or required by the City Code or Community Development:

BOT ACTION FORM
BUILDING PERMITS 060973
[PZHAC REVIEW – 10/21/2019]
STAFF ANALYSIS

(Decision to be based on information presented during the Work Session – Item 3)

Items:

Case 060973 – Immediately adjacent to the east side of 2138 Calle del Sur (address to be assigned) submitted by Davie and Kelly Salas; a request for a zoning permit to allow the construction of two rental units on a property at this address. Zoned: Historical Residential (HR)

Staff Analysis:

The proposed work was discussed in the PZHAC Work Session held prior to this meeting. (Please refer to the information provided in the write-up for this item in the Work Session.)

If it is determined that the proposed dwellings will be acceptable for the zoning of the property, or if an alternate solution is arrived at, then the request can proceed on the assumption that all requirements of the Code will be satisfied. The PZHAC should continue on to approve the request based on the Findings stated below.

If, on the other hand, it is determined that the proposed dwellings will not be acceptable to the zoning of the property, and no other solution can be reached, then the PZHAC should either postpone the request further until the applicant can return with a proposal that meets the standards set forth by the PZHAC; or the PZHAC should deny the request based on the request not meeting any or all of the Findings as listed.

Estimated Cost: @ \$235,000.00

Consistency with the Code:

The PZHAC will need to determine that the proposed work, when finished, will be consistent with the zoning requirements for this property. Additionally, the PZHAC will also need to determine that the request, as submitted, is consistent with the all other sections of the **Building and Zoning Codes** that may be applied to this project.

Findings that need to be made:

- The PZHAC has jurisdiction to review and recommend approval of this request to the BOT.
- The proposed work consists of constructing two dwellings on a vacant half acre property at this address.
- The PZHAC has determined that the proposed work meets all applicable Code requirements.

PZHAC ACTION:

The PZHAC determined that the proposed dwellings would not be out of character with the nature of other structures in the area and voted 3 – 0 to recommend APPROVAL of this request to the BOT.

BOT OPTIONS:

1. Approve the application as recommended by the PZHAC.
2. Approve the application with conditions.
3. Reject the application.

BOT ACTION:

**PZHAC WORK SESSION
OCTOBER 21, 2019
ITEM 3**

Submitted by Davie and Kelly Salas, a request to discuss plans to construct two rental units on a lot immediately adjacent to the east side of 2138 Calle del Sur (Case 060973) Zoned: Historic Residential (HR)

This property was created by a Summary Subdivision (Case 060473) submitted by Antonio Fierro that was approved by the PZHAC January 3, 2017 and the BOT on October 16, 2017; and filed with Dona Ana County in February, 2018.

The subject lot was originally part of a 0.99 acre lot existing lot that was divided in half with the dividing line between the two proposed lots running north-south through the middle of the property along the west edge of a pecan grove which has since been removed. The subject property is the eastern property that contained the pecan grove. The property has 80 feet of frontage on Calle del Sur and has access to the road and all required utilities.

In addition to the subject property, the applicant owns two 0.25 acre properties at 2217 and 2219 Calle de Parian. Each of these two properties contains two dwellings that are similar to the dwellings proposed for the subject lot on Calle del Sur. The style of the proposed dwellings will “Northern New Mexico” (see attached Yguado checklist), and will be similar to the development of the 0.25 acre property at 2219 Calle de Parian (see attached site plan, elevations and floor plans). The dwellings, which will be located along the east edge of the property, will each be one-story and about 1200 square feet in size each with a portion of the roof being a metal covered shallow-pitched roof with a maximum height of about 14.5 feet at the ridgeline. This will be similar to other dwellings in the area and along Calle del Sur (see attached photos). Each dwelling will have four off-street parking spaces (two in carports and two outside of the carports, as shown in the attached site plan). Access will be by a 20 foot wide driveway to that will run through the center of the property and will meet the standards for access roads set forth in Appendix D (Fire Apparatus Access Roads) of the International Fire Code adopted by MTC Chapter 15.20.

Estimated Cost: @ \$235,000.00

Consistency with the Code:

The PZHAC will need to determine that the proposed dwellings will be compatible with the surrounding properties, especially the development zone for the property, and that the proposed dwellings will be compatible with the Zoning Code for the area.

The lot size of 0.49 acres (@ 2100 square feet) is well above the minimum lot size of 8000 square feet required for new lots containing two dwellings in the HR zone. (MTC Section 18.35 – HR Zone allows more than one dwelling on a property in the HR zone provided that the lot contains a minimum of 4000 square feet per dwelling unit.)

The applicant will be present at the work session to provide further details about the proposed construction, and to answer any questions that may arise.

PHOTOS OF SUBJECT PROPERTY



Doña Ana County, NM

General Reference Maps

2014 Aerial | Addresses | County Address Points

Select Search Type: Account Number Enter \

Maps

Legend

Map Themes

Parcels
UDC Zoning
Roads and Transportation
NM House Districts
NM Senate Districts
County Commission Districts
City Council Districts
Median Household Income
General Land Ownership

Account Number: [R1902694](#)
Parcel Number: 4006138316054
Owner: PARKEY ASHLEY RYAN
Mail Address: 1090 CROSSLEY LANE
Subdivision: EL JALITO SUBDIVISION
(BK 24 PG 386 - 1825205)
Property Address: CALLE DEL SUR
Acres: 0.56999999



**CALLE DEL SUR
HOMES**

PREPARED FOR
DAVID & KELLY SALAS
NEW YORK, MEXICO

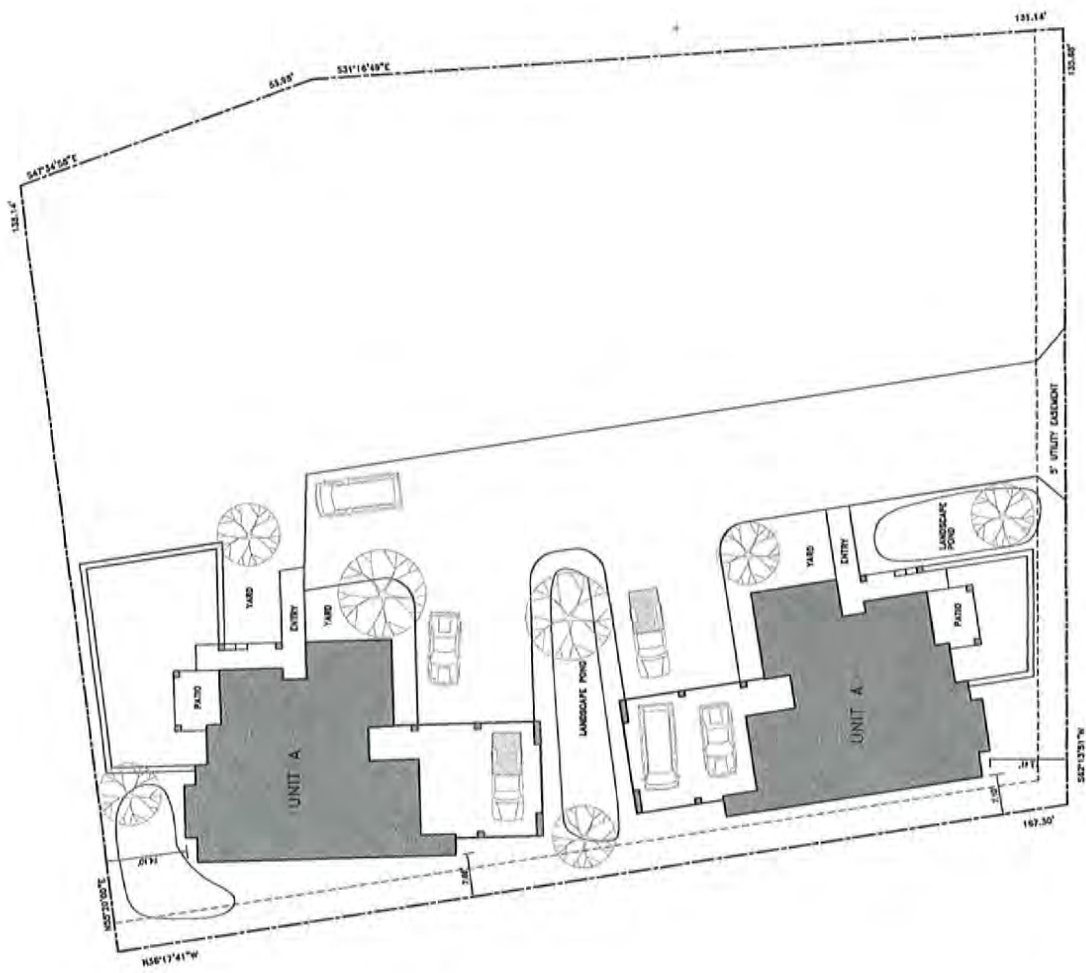
DATE	PHASE
2015	CONCEPT



Orion Ventures, Inc.
13240 Wilshire Blvd.
Suite 200
Beverly Hills, CA 90210
Tel: 310.277.1234
Fax: 310.277.1235
www.orionventures.com

ASSET **1** DRAWING

**SITE PLAN
CONCEPT 1**
SCALE: 1" = 30'



CALLE DEL SUR EL JALITO SUBDIVISION
0.566 AC.



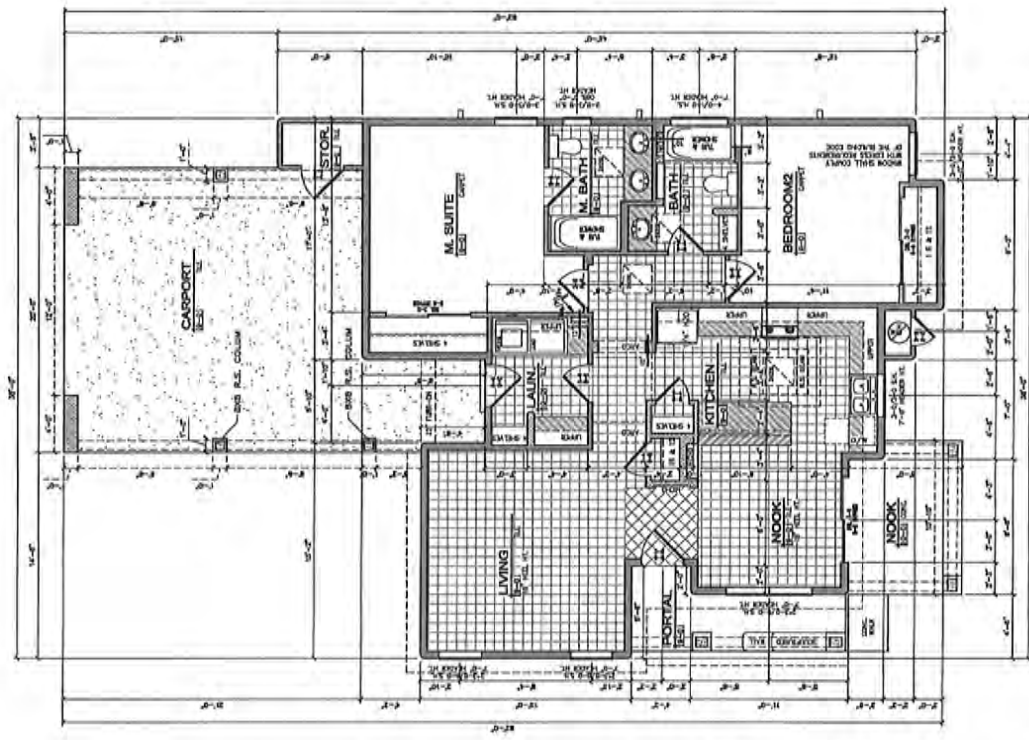
Vertical text at the bottom of the page, likely containing project details or a disclaimer.

VISION ARCHITECTURE
 Group, LLC
 PO BOX 194, CHARLESTON, NM 88027
 703.936.1443
 EMAIL: v.a@visionarch.com

SCALE AS NOTED
 DATE: 2-28-15
 REVISIONS:
 1. 2/28/15
 2. 2/28/15
 3. 2/28/15
 4. 2/28/15
 5. 2/28/15
 6. 2/28/15
 7. 2/28/15
 8. 2/28/15
 9. 2/28/15
 10. 2/28/15
 11. 2/28/15
 12. 2/28/15
 13. 2/28/15
 14. 2/28/15
 15. 2/28/15

SALAS HOMES
 FLOOR PLAN & ELEVATIONS
 MISSILA, NEW MEXICO

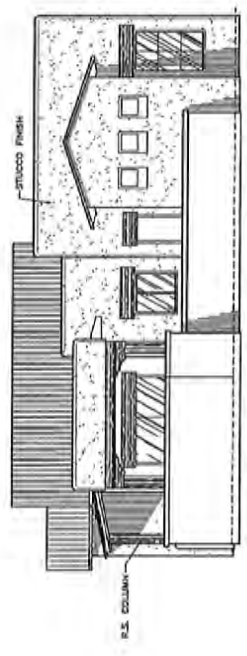
UNIT 'A'
 UNIT 'A'



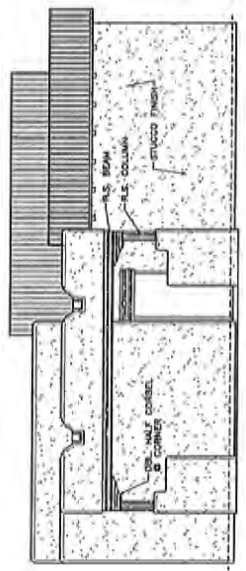
FLOOR PLAN
 1/4" = 1'-0" & ALL DIMENSIONS UNLESS OTHERWISE NOTED

WALL SCHEDULE
 1. 1/2" GYPSUM BOARD ON 2x4 STUDS WITH 1/2" SHEETROCK OVER
 2. 1/2" GYPSUM BOARD ON 2x4 STUDS WITH 1/2" SHEETROCK OVER
 3. 1/2" GYPSUM BOARD ON 2x4 STUDS WITH 1/2" SHEETROCK OVER
 4. 1/2" GYPSUM BOARD ON 2x4 STUDS WITH 1/2" SHEETROCK OVER
 5. 1/2" GYPSUM BOARD ON 2x4 STUDS WITH 1/2" SHEETROCK OVER
 6. 1/2" GYPSUM BOARD ON 2x4 STUDS WITH 1/2" SHEETROCK OVER
 7. 1/2" GYPSUM BOARD ON 2x4 STUDS WITH 1/2" SHEETROCK OVER
 8. 1/2" GYPSUM BOARD ON 2x4 STUDS WITH 1/2" SHEETROCK OVER
 9. 1/2" GYPSUM BOARD ON 2x4 STUDS WITH 1/2" SHEETROCK OVER
 10. 1/2" GYPSUM BOARD ON 2x4 STUDS WITH 1/2" SHEETROCK OVER
 11. 1/2" GYPSUM BOARD ON 2x4 STUDS WITH 1/2" SHEETROCK OVER
 12. 1/2" GYPSUM BOARD ON 2x4 STUDS WITH 1/2" SHEETROCK OVER
 13. 1/2" GYPSUM BOARD ON 2x4 STUDS WITH 1/2" SHEETROCK OVER
 14. 1/2" GYPSUM BOARD ON 2x4 STUDS WITH 1/2" SHEETROCK OVER
 15. 1/2" GYPSUM BOARD ON 2x4 STUDS WITH 1/2" SHEETROCK OVER

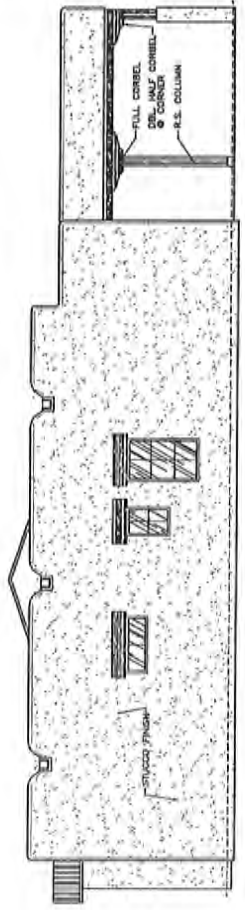
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Heated	1,220
Carport	475
Portales	155
Total	1,850



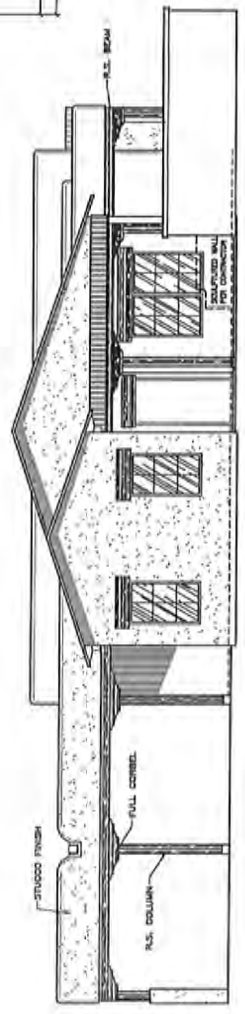
FRONT ELEVATION
 1/4" = 1'-0" & ALL DIMENSIONS UNLESS OTHERWISE NOTED



BACK ELEVATION
 1/4" = 1'-0" & ALL DIMENSIONS UNLESS OTHERWISE NOTED



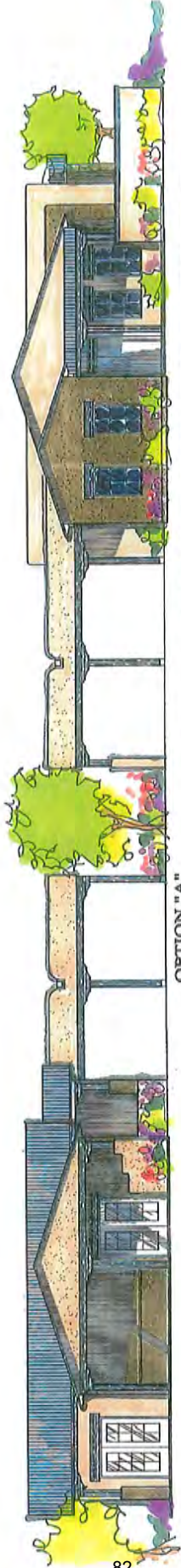
RIGHT ELEVATION
 1/4" = 1'-0" & ALL DIMENSIONS UNLESS OTHERWISE NOTED



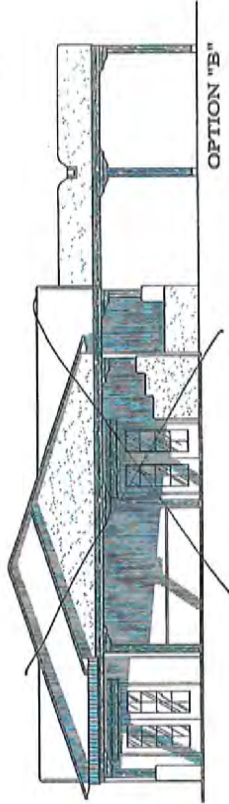
LEFT ELEVATION
 1/4" = 1'-0" & ALL DIMENSIONS UNLESS OTHERWISE NOTED



ELEVATION "F" FRONT ELEVATION
1/8"



ELEVATION "D" DRIVEWAY ELEVATION FACING EAST
1/8"

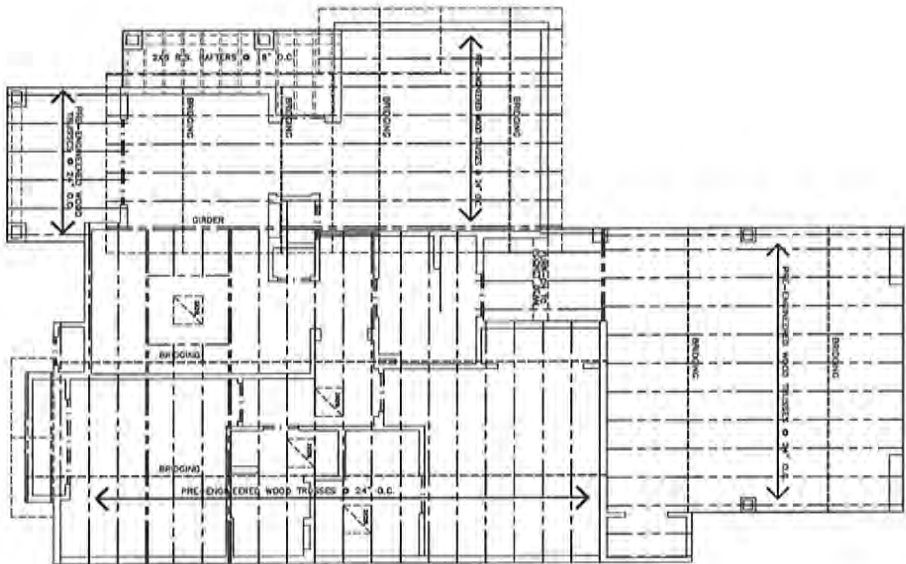
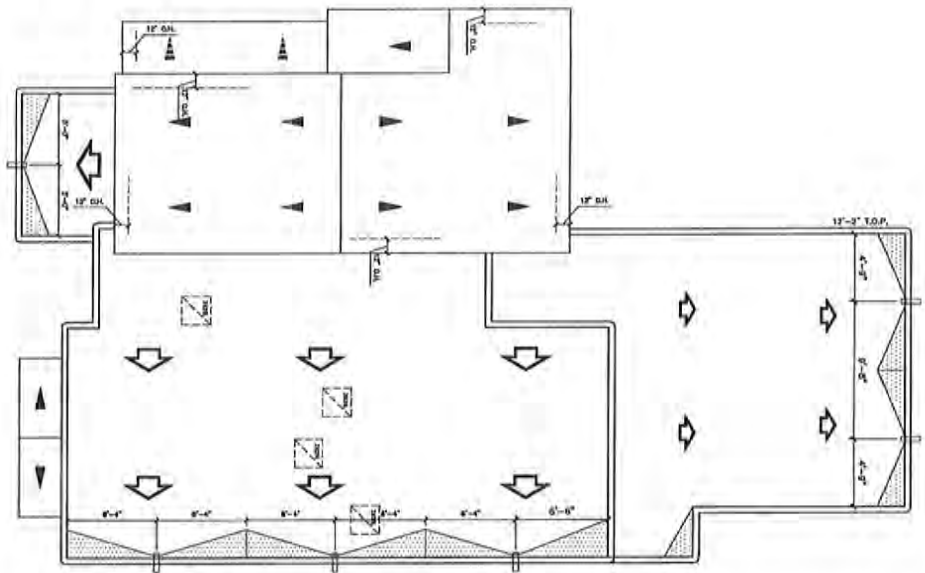


OPTION "B"



EXTERIOR ELEVATIONS

VISION ARCHITECTURE GROUP, LLC
 PO BOX 136, CHAMBERLINO, NM 88027
 TELEPHONE: 505.680.1842
 EMAIL: visionarch@juno.com



STRUCTURAL LEGEND

- ROOFING SHALL BE FINISHED AT ALL CORNERS AND AT ALL LOCATIONS OF THE FLOOR AND CONCRETE CONSTRUCTION. ROOFING SHALL BE FINISHED AT ALL CORNERS AND AT ALL LOCATIONS OF THE FLOOR AND CONCRETE CONSTRUCTION. ROOFING SHALL BE FINISHED AT ALL CORNERS AND AT ALL LOCATIONS OF THE FLOOR AND CONCRETE CONSTRUCTION.
- STRUCTURAL LEGEND:**
- 1" = 1/4" (SEE NOTES FOR DETAILS)
 - PRE-ENGINEERED WOOD TRUSSES - 24" O.C.
 - BEDDING
 - PARCHING
 - 1" W/ 1/4" (SEE NOTES FOR DETAILS)
 - 1" W/ 1/4" (SEE NOTES FOR DETAILS)

GENERAL STRUCTURAL NOTES

1. ALL ROOFING SHALL BE FINISHED AT ALL CORNERS AND AT ALL LOCATIONS OF THE FLOOR AND CONCRETE CONSTRUCTION.
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NORTHERN NEW MEXICO

Design standards with compliance checklist for the Northern New Mexico architectural style. When completing a checklist, applicants shall circle all the components within items that apply to their application and annotate their responses as needed. If a component is not required and does not apply to the application, it should be marked "n/a."

A "1" in parentheses after a component indicates that staff will figure an appropriate range for proportion or size, location or number, etc., based on the development zone of the structure. Drawings and photographs to further illustrate components are available in the community development office.

COMPLIANCE
YES NO

Design Components

Building Height: Usually one story; however, each case will be determined individually by the development zone.

The use of two stories would require the use of the angled roof as an attic or otherwise part of the second story.

_____ N/A _____

Setback: There is no typical setback distance used, therefore the setback of the development zone would prevail.

_____ _____

The application of this style is generally in a rural setting. Certain buildings in the commercial area of Mesilla exhibit this style of building set on the property frontage.

_____ _____

Proportion: There is a marked division between the roof and exterior walls. The proportion of the exterior walls, usually of adobe construction, is long and low but verticality is achieved by the added angled roof (1). Roof angles are sharp but rarely reaching an angle of 45 percent off the horizontal (1).

_____ _____

Pattern and Rhythm

The facades of these buildings are simple with few window openings of small overall size (1).

_____ _____

Doorways are numerous predicated on the pattern of construction and additions to the basic construction (1).

_____ _____

	Number	Proportion	Size
--	--------	------------	------

Doors _____

Windows _____

Gates _____

Walls _____

COMPLIANCE
YES NO

Roof Type

The most significant style element is the angled roof of corrugated metal. It is used in either the hipped or pitched configuration. The hipped roof is angled from four sides with a ridge line shorter than the length of the building. The pitched roof is angled from two sides. The use of the pitched roof makes necessary a filler for the triangular area at the ends of the building created by the addition of the pitched roof.

_____ _____

COMPLIANCE

YES NO

NORTHERN NEW MEXICO (CON'T.)

Surface Texture

Surface texture is of adobe or simulated adobe construction with or without mud or hard plaster.

✓ _____

Color

White or earth color. (See color chart).

✓ _____

Site Utilization

These buildings in the commercial area utilize most of the available site space.

N/A _____

In the more open, rural parts of Mesilla, these buildings are sited in varying ways depending on overall site usage and the development zone.

✓ _____

Projections and Cavities

Portales or covered porches are roofed with the same basic roofing materials.

✓ _____

Portales are sometimes beneath extensions of the overall roof. In this case the angle of the basic roof is continued or broken slightly as required.

✓ _____

Portales are sometimes enclosed with screens.

N/A _____

Roof overhangs are generally minimal.

✓ _____

Architectural Details

Windows, doors, columns, chimneys and buttresses are similar to those found in other adobe based buildings.

✓ _____

(The rest of this page is left blank intentionally)

PHOTO OF THE DWELLING TO THE NORTH



PHOTO OF THE DWELLING TO THE WEST



PHOTO OF THE DWELLING TO THE EAST



PHOTO OF APARTMENTS TO THE SOUTH



PHOTOS OF OTHER DWELLINGS ALONG CALLE DEL SUR



PHOTOS OF OTHER DWELLINGS ALONG CALLE DEL SUR



PHOTO OF DWELLING TO THE NORTH



PHOTOS OF OTHER DWELLINGS TO THE NORTH



PHOTOS OF APPLICANT'S DWELLINGS AT 2217, 2219 CALLE DE PARIAN



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

OFFICIAL USE ONLY:
Case # 060973
Fee \$ 363.00

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

CASE NO. 060973 ZONE: HR CODE: NR APPLICATION DATE: 10/15/19

Davie & Kelly Salas Name of Applicant/Owner 575-650-3362 / 575-650-0283 Applicant's Telephone Number

P.O. Box 615 Applicant's/Owner's Mailing Address Mesilla City NM State 88046 Zip Code

daviesalasa@comcast.net / dkstsalas@comcast.net Applicant's/Owner's E-mail Address

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

575-650-3362 Contractor's Telephone Number N/A Contractor's Tax ID Number 375362 Contractor's License Number

Address of Proposed Work: Calle de Sun

Description of Proposed Work: Construction of Two Dwelling Units

\$225,000.00 Estimated Cost Davie Salas Signature of Applicant 10/2/2019 Date

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

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

FOR OFFICIAL USE ONLY

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

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

FIRE INSPECTION/APPROVAL REQUIRED: ___ YES NO ___ SEE CONDITIONS

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

CONDITIONS: PZHAC REVIEW ; BOT FINAL APPROVAL REQUIRED
CID PERMIT REQUIRED

PERMISSION ISSUED/DENIED BY: _____ ISSUE DATE: _____

- This Application will include the following, if checked:
1. ___ Plot plan with legal description to show existing structures, adjoining streets, driveway(s), improvements & setbacks. Verification shall show that the lot was legally subdivided through the Town of Mesilla or that the lot has been in existence prior to February 1972.
 2. ___ Site Plan with dimensions and details.
 3. ___ Proof of legal access to the property.
 4. ___ Drainage plan.
 5. ___ Architectural style and color scheme – diagrams or elevations (Historical and commercial zones only).
 6. ___ Proof of sewer service or a copy of septic tank permit; proof of water service (well permit or statement from the Public Utility providing water services).
 7. ___ Other information as necessary or required by the City Code or Community Development:

**GENERAL PROVISIONS FOR
PROFESSIONAL SERVICES**

CONTRACT NAME: Design for Calle de Parian Reconstruction – CN C1193343

OWNER: Town of Mesilla

LUMP SUM FEE: \$ 16,059.50, plus NMGRT

CONTRACT TIME: 300 days

ARTICLE 1. DEFINITIONS

Molzen Corbin & Associates, Inc. (MC) is a professional engineering company operating as a Prime Consultant to the Town of Mesilla as the Client. The client shall refer to the project scoping letter dated: October 16, 2019, and attached hereto as the basis of the project work expected from MC by signing this contract.

ARTICLE 2. INVOICES AND PAYMENT PROVISIONS

The client will be invoiced each month for work, which has been accomplished to the date shown on the invoice. Invoices are due and payable upon receipt. Questionable charges or errors on an invoice shall be brought to the attention of MC within fourteen (14) days of the invoice date, or it is agreed that the charges are correct as invoiced. Disputed charges will be reconciled in a timely fashion and a revised invoice will be issued, if necessary. The revised invoice will be due and payable upon receipt. Invoices or portions of invoices unpaid in excess of thirty (30) days from the invoice date shall accrue interest at a rate of 1% per month until paid in full. The client hereby agrees to pay all costs and expenses incurred by MC including but not limited to reasonable attorney fees in pursuing collection of any sums not paid to MC pursuant to the terms of this contract. MC may terminate this contract if payment on any invoice not in dispute is not paid in full within sixty (60) days from the date of the invoice. Fees invoiced are due whether or not the project is constructed. Portions of the fee that may be billed on a time and materials basis will be billed in accordance with the Fee Schedule in effect at the time the contract is executed, except as provided for in Article 3. Applicable Gross Receipts Tax will be added to all charges. Applicable fees for processing, permits, or review shall be paid by the client. Additional provisions are as follows:

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- D. Lien Provisions: The client acknowledges that it has secured legal rights to the property upon which the project will be built or that such right will be secured within sixty (60) days after signing the contract. The client further acknowledges that non-payment of fees owed under this contract may result in a mechanic's lien being placed on the property upon which the project is/will be located, whether or not the design plans or development data has been used in actual construction. This contract constitutes proper notice to the owner and/or original contractor of Molzen Corbin & Associates, Inc.'s right to claim a lien in the event of non-payment in compliance with 48-2-2.1 of the New Mexico Statutes Annotated.
- E. Fee for Print: All prints of project documents not covered as a part of the contract fee will be billed to the client at a rate of \$5.00 per sheet.
- F. Stamp or Release of Documents or Plans Only after Payment: MC will not stamp drawings with its professional seal for any phase of this project under the terms of this contract until all invoices billed up to that point in the project have been paid in full. MC will, if necessary, withhold release of documents or plans until all invoices billed up to that point have been paid in full.

ARTICLE 3. CONTRACT RENEGOTIATION

MC reserves the right to renegotiate fee schedule rates annually for open-end hourly rate and time and materials contracts, which continue for longer than one year.

ARTICLE 4. LIABILITY

It is understood that any and all professional liabilities incurred by MC, throughout the course of rendering professional services under this contract, shall be limited to a maximum of the fee received by MC for all services rendered on the project (not including reimbursable expenses and subconsultants).

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The owner/client acknowledges that MC is a corporation and agrees that any claim made by the owner/client arising out of any act or omission of any director, officer, or employee of MC in the execution or performance of this contract shall be made against MC and not against such director, officer, or employee.

ARTICLE 6. PROPRIETARY INFORMATION

The use of any plans or specifications prepared by MC shall be restricted to the original site for which they were prepared. Reproduction, reuse, or alteration by any method, in whole or in part, is prohibited unless authorized in writing by MC. Any such reproduction reused or alteration of documents relieves MC of any responsibilities or liabilities whatsoever, and in addition MC may pursue damages of the value of the reuse plans which is hereby agreed to be the final invoice amount on the original site together with costs and reasonable attorney's fees.

MC has the right to photograph any phase of this project, under the terms of this contract, and to use the photos in the promotion of the professional practice through advertising, public relations, brochures, or other marketing materials. Drawings and specifications as instruments of service are and shall remain the property of MC whether the project for which they are made is constructed or not. These drawings are not to be used by the client on other projects, or extensions to this project, except by contract in writing and with appropriate compensation to MC.

ARTICLE 7. FORCE MAJEURE

Should the services provided as a result of this contract result in construction of facilities, MC in

no way warrants or guarantees the performance of general or subcontractors. MC assumes no responsibility for the contractor's or subcontractor's safety program (i.e....means, methods, techniques, sequences, schedules, or compliance with laws, rules, regulations, ordinances, codes, permits, or others). MC will not be responsible for delays or defaults in the performance of design services, which are beyond its control. It is recognized that neither MC nor the client has control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions. Accordingly, MC cannot and does not guarantee construction cost, nor has any, fixed limit of construction cost been established as a condition of this contract.

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- A. Engineer's Responsibility: MC hereby represents and warrants to the client that the engineer is licensed by the State of New Mexico to perform the work.
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- D. Title Search Requirement: The client shall provide a full title search prior to beginning work on any plat or Certificate of Survey documents associated with the project.
- E. Opinion of Probable Construction Costs: MC's opinions of probable Construction Cost provided for herein are to be made on the basis of MC's experience and qualifications and represent MC's best judgment as an experienced and qualified professional generally familiar with the industry. However, since MC has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, MC cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by MC. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator. MC assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 9. SUCCESSORS AND ASSIGNS

The client and MC each binds itself, its successors, assigns, and legal representatives to the other party of this contract, and to the successors, assigns, and legal representative of such other party with respect to all provisions of this contract. Neither the client nor MC shall assign, set over, or transfer his interest, in whole or in part, in this contract without the prior written consent of the other, and any act in derogation hereof, shall, at the option of the non-assigning party, render the written contract terminated.

ARTICLE 10. DISPUTES

MC and the client shall have claims, disputes, and other matters in question between the parties to this contract arising out of or relating to the contract or breach thereof to be decided by litigation if the matter cannot be resolved between the parties by mediation. Any lawsuit filed

shall be filed in state court in the County of Bernalillo or federal court in the District Court of New Mexico.

ARTICLE 11. TERMINATION OF AGREEMENT

This contract may be terminated by the client upon fourteen (14) days written notice to MC in the event of such termination, MC shall be paid compensation for services performed to the termination date. Upon payment thereof, any and all obligations and liabilities of the parties hereto shall terminate. This Agreement and any modification thereof may be terminated by MC at its absolute discretion with or without cause upon ten (10) day notice.

ARTICLE 12. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials may exist where there is no reason to believe they could or should be present. MC and the client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. MC and the client also agree that the discovery of unanticipated hazardous materials may make it necessary for MC to take immediate measures to protect human health and safety and/or the environment. MC agrees to notify the client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The client encourages MC to take any and all measures that in MC's professional opinion are justified to preserve and protect the health and safety of MC's personnel and public and/or the environment, and the client agrees to compensate MC for the additional cost of such work. In addition, the client waives any claim against MC and agrees to indemnify, defend, and hold harmless MC from any claim or liability for injury or loss arising from MC's encountering unanticipated hazardous materials or suspected hazardous materials. The client also agrees to compensate MC for any time spent and expenses incurred by MC in defense of any such claim, with such compensation to be based upon MC's prevailing Fee Schedule and Expense Reimbursement Policy.

ARTICLE 13. JOBSITE SAFETY

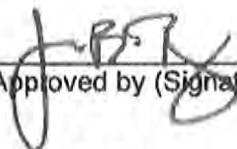
Insofar as jobsite safety is concerned, MC is responsible solely for his or her own and his or her employees' activities on the jobsite, but this shall not be construed to relieve the owner or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of MC, nor the presence of MC or his or her employees and subcontractors, shall be construed to imply MC has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on, or about the jobsite. The client agrees that the general contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the owner's agreement with the general contractor. The client also warrants that MC shall be made an additional insured under the general contractor's general liability insurance policy.

ARTICLE 14. SPECIAL PROVISIONS

Special provisions, conditions, modifications, and/or schedules, which may be required, are contained in attachments or exhibits to this contract.

ACCEPTED:

MOLZEN CORBIN & Assoc., Inc.



Approved by (Signature)

Jerry B. Paz

Approved by (Print Name)

Executive Vice President

Title

10/17/2019

Date:

Town of Mesilla

Client

Approved by (Signature)

Nora L. Barraza

Approved by (Print Name)

Mayor

Title

Date:

**GENERAL PROVISIONS FOR
PROFESSIONAL SERVICES**

CONTRACT NAME: Design for Calle de Oeste, Santiago and Principal Reconstruction
- CN HW2L100415

OWNER: Town of Mesilla

LUMP SUM FEE: \$ 13,319.50, plus NMGRT

CONTRACT TIME: 300 days

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ARTICLE 10. DISPUTES

MC and the client shall have claims, disputes, and other matters in question between the parties to this contract arising out of or relating to the contract or breach thereof to be decided by

litigation if the matter cannot be resolved between the parties by mediation. Any lawsuit filed shall be filed in state court in the County of Bernalillo or federal court in the District Court of New Mexico.

ARTICLE 11. TERMINATION OF AGREEMENT

This contract may be terminated by the client upon fourteen (14) days written notice to MC in the event of such termination, MC shall be paid compensation for services performed to the termination date. Upon payment thereof, any and all obligations and liabilities of the parties hereto shall terminate. This Agreement and any modification thereof may be terminated by MC at its absolute discretion with or without cause upon ten (10) day notice.

ARTICLE 12. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials may exist where there is no reason to believe they could or should be present. MC and the client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. MC and the client also agree that the discovery of unanticipated hazardous materials may make it necessary for MC to take immediate measures to protect human health and safety and/or the environment. MC agrees to notify the client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The client encourages MC to take any and all measures that in MC's professional opinion are justified to preserve and protect the health and safety of MC's personnel and public and/or the environment, and the client agrees to compensate MC for the additional cost of such work. In addition, the client waives any claim against MC and agrees to indemnify, defend, and hold harmless MC from any claim or liability for injury or loss arising from MC's encountering unanticipated hazardous materials or suspected hazardous materials. The client also agrees to compensate MC for any time spent and expenses incurred by MC in defense of any such claim, with such compensation to be based upon MC's prevailing Fee Schedule and Expense Reimbursement Policy.

ARTICLE 13. JOBSITE SAFETY

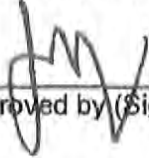
Insofar as jobsite safety is concerned, MC is responsible solely for his or her own and his or her employees' activities on the jobsite, but this shall not be construed to relieve the owner or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of MC, nor the presence of MC or his or her employees and subcontractors, shall be construed to imply MC has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on, or about the jobsite. The client agrees that the general contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the owner's agreement with the general contractor. The client also warrants that MC shall be made an additional insured under the general contractor's general liability insurance policy.

ARTICLE 14. SPECIAL PROVISIONS

Special provisions, conditions, modifications, and/or schedules, which may be required, are contained in attachments or exhibits to this contract.

ACCEPTED:

MOLZEN CORBIN & Assoc., Inc.



Approved by (Signature)

Jerry B. Paz
Approved by (Print Name)

Executive Vice President
Title

10/17/2019
Date:

Town of Mesilla
Client

Approved by (Signature)

Nora L. Barraza
Approved by (Print Name)

Mayor
Title

Date:

STATE OF NEW MEXICO
TOWN OF MESILLA
DOÑA ANA COUNTY

The Board of Trustees (the “Governing Body”) of the Town of Mesilla, New Mexico, met in regular session in full conformity with law and the rules and regulations of the Governing Body at Town Hall, 2231 Avenida de Mesilla, Mesilla, New Mexico 88005, being the meeting place of the Governing Body for the regular meeting held on October 28, 2019 at the hour of 6:00 p.m. Upon roll call, the following members were found to be present:

Present: _____

Absent: _____

Also Present: _____

Thereupon, there was officially filed with the Town Clerk/Treasurer a copy of a proposed resolution in final form.

TOWN OF MESILLA, NEW MEXICO
RESOLUTION NO. 2019-21

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BETWEEN THE TOWN OF MESILLA, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$95,718, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF ACQUIRING TWO NEW POLICE INTERCEPTOR UTILITY VEHICLES WITH RELATED EQUIPMENT FOR THE GOVERNMENTAL UNIT AND PAYING A LOAN PROCESSING FEE; PROVIDING FOR THE PLEDGE AND PAYMENT OF PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM STATE LAW ENFORCEMENT PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 29-13-6, NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF STATE LAW ENFORCEMENT PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of this Resolution unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing municipality under the general laws of the State of New Mexico; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the acquisition of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governmental Unit may use the Pledged Revenues to finance the Project; and

WHEREAS, the Governing Body has determined that pursuant to the Act it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in Exhibit “A” to the Loan Agreement, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the full faith and credit of the Governmental Unit or the State; and

WHEREAS, the Loan Agreement shall be executed and delivered pursuant to Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, and with a first lien but not an exclusive lien, on the Pledged Revenues; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues be redirected to the Finance Authority or its assigns pursuant to an Intercept Agreement between the Governmental Unit and the Finance Authority (the “Intercept Agreement”) for the payment of amounts due under the Loan Agreement; and

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

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a “private activity bond” as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Governing Body intends by this Resolution to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of the amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. As used in this Resolution, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Act” means the general laws of the State, Sections 3-31-1 through 3-31-12 and Sections 29-13-1 through 29-13-9, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this Resolution.

“Aggregate Annual Debt Service Requirement” means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means, in the case of the Governmental Unit, the Mayor, Mayor Pro Tem, and the Town Clerk/Treasurer.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority and specifically related to the Loan Agreement and the Loan Agreement Payments.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

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

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

“Expenses” means the cost of issuance of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority in administering the Loan Agreement, including legal fees.

“Finance Authority” means the New Mexico Finance Authority.

“Finance Authority Debt Service Account” means the debt service account in the name of the Governmental Unit and held by the Finance Authority to pay principal and interest, on the Loan Agreement as the same become due.

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

“Governing Body” means the Board of Trustees of the Governmental Unit, or any future successor governing body of the Governmental Unit.

“Governmental Unit” means the Town of Mesilla, New Mexico.

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

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, or the Subordinated General Indenture of Trust dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Intercept Agreement” means the Intercept Agreement, dated the Closing Date, between the Governmental Unit and Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of Pledged Revenues in amounts sufficient to pay principal and interest due on the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority and/or the Trustee and any amendments or supplements thereto, and including the exhibits attached to the Loan Agreement.

“Loan Agreement Principal Amount” means the original principal amount of the Loan Agreement as shown on Exhibit “A” to the Loan Agreement.

“NMSA” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

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

“Pledged Revenues” means the State Law Enforcement Protection Fund revenues enacted pursuant to Sections 29-13-6 through 29-13-9, NMSA 1978, as amended, distributed to the Governmental Unit, which is utilizing the Project and benefiting from the Loan Agreement, which distribution is made annually by the State Treasurer pursuant to Section 29-13-6, NMSA 1978, as amended.

“Processing Fee” means the processing fee to be paid on the Closing Date by the Governmental Unit to the Finance Authority for the costs of originating and servicing the loan, as shown on the Term Sheet.

“Program Account” means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of the Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

“Project” means the project described in Exhibit “A” to the Loan Agreement.

“Resolution” means this Resolution No. 2019-21 adopted by the Governing Body on October 28, 2019, approving the Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement as shown on the Term Sheet, as supplemented and amended from time to time.

“State” means the State of New Mexico.

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

“Trustee” means the BOKF, NA, Albuquerque, New Mexico, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Governing Body and officers of the Governmental Unit directed toward the acquisition of the Project and the execution and delivery of the Loan Agreement and the Intercept Agreement, be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Loan Agreement and the Intercept Agreement. The acquisition of the Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

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

A. The Project is needed to meet the needs of the Governmental Unit and its residents, and the issuance and delivery of the Loan Agreement is necessary and advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of acquiring the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will acquire the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in Exhibit "A" to the Loan Agreement, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues, which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.

H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$95,718, plus interest thereon, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the acquisition of the Project, (ii) pay the Processing Fee and (iii) to make a deposit to the Finance Authority Debt Service Account. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Resolution is adopted. The Loan shall be in an original aggregate principal amount of \$95,718, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on November 1 and May 1 of each year, beginning on November 1, 2018, at the rates designated in Exhibit "B" to the Loan Agreement.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement, as presented at the meeting of the Governing Body at which this Resolution was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement, with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the Town Clerk/Treasurer is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The

execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Resolution and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Resolution or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Resolution, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefore to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds: Completion of Acquisition of the Project.

A. Program Account and Finance Authority Debt Service Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held and maintained by the Finance Authority and to the Program Account to be held and maintained by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves: (i) the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and (ii) the payment of the Processing Fee to the Finance Authority, all as set forth in Exhibit "A" to the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Program Account and the Finance Authority Debt Service Account, and the Processing Fee shall be paid to the Finance Authority, all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of acquiring the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will acquire the Project with all due diligence.

B. Completion of Acquisition of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that acquisition of and payment for the Project has been completed. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Loan Agreement.

C. Finance Authority and Trustee Not Responsible. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pursuant to the Intercept Agreement, Pledged Revenues shall be paid directly by the Distributing State Agency to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay principal, interest, premium, if any, and other amounts due under the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amount in the Finance Authority Debt Service Account totals a sum at least equal to the entire aggregate amount to become due as to principal and interest on, and any other amounts due under, the Loan Agreement in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Loan Agreement, subject to the uses hereof permitted by and the priorities set forth in this Resolution. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan Agreement and the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution, the Loan Agreement and the Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the Intercept Agreement and the publication of the summary of this Resolution set out in Section 17 of this Resolution (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Resolution. Prior to the date of the initial delivery of the Loan Agreement to the Finance Authority, the provisions of this Resolution may be supplemented or amended by resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Resolution. This Resolution may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

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

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

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

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and the Town Clerk/Treasurer of the Governmental Unit, and the title and general summary of the subject matter contained in this Resolution (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Resolution shall be in full force and effect thereafter, in accordance with law.

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

(Form of Summary of Resolution for Publication)

The Town of Mesilla, New Mexico
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 2019-21, duly adopted and approved by the Board of Trustees of the Town of Mesilla, New Mexico, on October 28, 2019. A complete copy of the Resolution is available for public inspection during the normal and regular business hours of the Town Clerk/Treasurer, 2231 Avenida de Mesilla, Mesilla, New Mexico 88005.

The title of the Resolution is:

TOWN OF MESILLA, NEW MEXICO
RESOLUTION NO. 2019-21

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BETWEEN THE TOWN OF MESILLA, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$95,718, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF ACQUIRING TWO NEW POLICE INTERCEPTOR UTILITY VEHICLES WITH RELATED EQUIPMENT FOR THE GOVERNMENTAL UNIT AND PAYING A LOAN PROCESSING FEE; PROVIDING FOR THE PLEDGE AND PAYMENT OF PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM STATE LAW ENFORCEMENT PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 29-13-6, NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF STATE LAW ENFORCEMENT PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

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

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED THIS 28TH DAY OF OCTOBER, 2019.

TOWN OF MESILLA, NEW MEXICO

By _____
Nora L. Barraza, Mayor

[SEAL]

ATTEST:

By _____
Cynthia Stohner-Hernandez, Town Clerk/Treasurer

Trustee _____ then moved adoption of the foregoing Resolution, duly seconded by Trustee _____.

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

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

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

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

TOWN OF MESILLA, NEW MEXICO

By _____
Nora L. Barraza, Mayor

[SEAL]

ATTEST:

By _____
Cynthia Stoechner-Hernandez, Town Clerk/Treasurer

EXHIBIT “A”

Meeting Agenda
of the October 28, 2019
Board of Trustees Meeting

(See attached)

STATE OF NEW MEXICO
TOWN OF MESILLA
DOÑA ANA COUNTY

I, Cynthia Stoechner-Hernandez, the duly qualified Town Clerk/Treasurer of the Town of Mesilla, New Mexico (the "Governmental Unit"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of Trustees, of the Town of Mesilla, New Mexico (the "Governing Body"), constituting the governing body of the Governmental Unit had and taken at a duly called regular meeting held at Town Hall, 2231 Avenida de Mesilla, Mesilla, New Mexico 88005, on October 28, 2019, at the hour of 6:00 p.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement and Intercept Agreement, a copy of each of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the Governmental Unit's open meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of October, 2019.

TOWN OF MESILLA, NEW MEXICO

By _____
Cynthia Stoechner-Hernandez , Town Clerk/Treasurer

[SEAL]

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\$95,718
TOWN OF MESILLA, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO)
DOÑA ANA COUNTY) ss. ARBITRAGE AND TAX
) CERTIFICATE

On behalf of the Town of Mesilla, New Mexico (the “Governmental Unit”), and in connection with the Loan Agreement dated December 6, 2019 (the “Loan Agreement”), relating to the financing the cost of purchasing two new police interceptor utility vehicles and related equipment for use by the Governmental Unit and paying the Processing Fee (the “Project”) as described in the Loan Agreement, and evidencing the Governmental Unit’s obligation in the aggregate principal amount of \$95,718, the Governmental Unit hereby certifies as follows:

Capitalized terms used in this Certificate have the same meanings as defined in Resolution No. 2019-21 adopted on October 28, 2019, unless otherwise defined in this Certificate or the context requires otherwise.

1. The Project. The Governmental Unit is entering into the Loan Agreement simultaneously with delivery of this Certificate. The Loan Agreement evidences the loan (the “Loan”) made by the New Mexico Finance Authority (the “Finance Authority”) to provide funds to pay the costs of acquiring the Project described in Exhibit “A” attached to the Loan Agreement and to pay certain costs incurred in connection with the execution and delivery of the Loan Agreement.

2. Security for the Loan Agreement. Debt service on the Loan Agreement will be secured by the pledged revenues described in Exhibit “A” attached to the Loan Agreement (the “Pledged Revenues”) sufficient to pay debt service due in connection with the Loan, which Pledged Revenues have been pledged to the Finance Authority pursuant to the Loan Agreement.

3. Finance Authority Public Project Revolving Fund Program. The Governmental Unit acknowledges that the Finance Authority may assign and transfer the Loan Agreement to the BOKF, NA, as successor trustee (the “Trustee”) pursuant to the Indenture, as defined in the Loan Agreement, and all Supplemental Indentures thereto, between the Finance Authority and the Trustee (collectively, the “Indenture”). Pursuant to the Indenture, the Loan Agreement may be pledged as an Additional Pledged Loan to the Trustee as additional security for the payment of amounts due on the Finance Authority’s Public Project Revolving Fund Revenue Bonds outstanding at the time of such pledge.

4. Sources and Uses of Loan Funds. The Governmental Unit has received Loan proceeds from the public project revolving fund, as defined in the New Mexico Finance Authority Act, Sections 6-21-1, *et seq.*, NMSA 1978, as amended and supplemented, in the amount of \$95,718 from the Finance Authority (the “Proceeds”). The Proceeds do not exceed the amount reasonably necessary for the purposes for which the Loan Agreement was entered into.

5. Expenditure Expectations. The Governmental Unit expects to incur a substantial binding obligation within six (6) months of the date hereof with regard to the Project, which obligation involves the expenditure of no less than five percent (5%) of the Proceeds. The Governmental Unit reasonably expects that the \$95,000 of Proceeds deposited into the Governmental Unit's Program Account in the Program Fund together with other legally available funds and anticipated earnings from the investment of such Proceeds until they are spent, are expected to be expended within three (3) years of the date hereof.

The estimated total costs of the Project will not be less than \$95,000 plus investment earnings thereon during the acquisition period.

Proceeds in the amount of \$717.89 will be deducted from the Proceeds and paid directly to the Finance Authority as the Processing Fee for the costs of originating and servicing the Loan.

Proceeds in the amount of \$0.11 will be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 of the Loan Agreement.

6. Investment of Proceeds. Except for the investment of the Proceeds (i) in the Program Account established under the Indenture with respect to the Loan Agreement pending the payment of the costs of the Project, and (ii) in the Finance Authority Debt Service Account established and administered by the Finance Authority pending the payment of debt service on the Loan Agreement, there will be no investment of the Proceeds.

7. Bona Fide Debt Service Fund. Debt service payments on the Loan Agreement will be paid from the Pledged Revenues of the Governmental Unit deposited to the Finance Authority Debt Service Account created with respect to the Loan Agreement. Because the Pledged Revenues of the Governmental Unit for any year will exceed debt service on the Loan Agreement, it is assumed that current debt service paid by the Governmental Unit for deposit in the Finance Authority Debt Service Account will be derived entirely from the current Pledged Revenues. The Finance Authority Debt Service Account will be depleted at least once a year except for an amount not to exceed the greater of the earnings on the Finance Authority Debt Service Account for the immediately preceding bond year or one-twelfth (1/12th) of debt service on the Loan for the immediately preceding bond year. The Governmental Unit has not created or established, nor does it expect to create or establish, any debt service fund, redemption fund, replacement fund, sinking fund or other similar fund which is reasonably expected to be used to pay principal or interest on the Loan Agreement or pledged therefor, except for the Finance Authority Debt Service Account.

8. No Disposition of Project. The undersigned reasonably expect that no part of the Project acquired with the Proceeds will be sold or otherwise disposed of, in whole or in part, during the term of the Loan Agreement.

9. General Tax Covenant. The Governmental Unit has covenanted in the Loan Agreement that no use will be made of the Proceeds, or any funds or accounts of the Governmental Unit which may be deemed to be Gross Proceeds (as defined in Treasury Regulation Section 1.148(b)) of the Loan Agreement, which use, if it had been reasonably expected on the date hereof, would have caused the Loan Agreement to be classified as an "arbitrage bond" within

the meaning of Section 148 of the Code. The Governmental Unit has further obligated itself in the Loan Agreement to comply throughout the term of the Loan Agreement with the requirements of Sections 103 and 141 through 150 of the Code and regulations proposed or promulgated with respect thereto. Pursuant to the Loan Agreement, the Governmental Unit shall be liable for any rebatable arbitrage payable pursuant to Section 103 and 141 through 150 of the Code and regulations proposed or promulgated with respect thereto.

10. Private Business Use Limitations. None of the Proceeds will be used by a private business or any entity other than a governmental unit or secured by payments from or property of a private business or any entity other than a governmental unit except pursuant to a management contract which conforms with Revenue Procedure 2017-13 of the United States Treasury. For purposes of the preceding sentence a governmental unit does not include the United States Government or any agency or instrumentality thereof.

11. No Common Plan of Financing. There are no other obligations which are being issued or sold at substantially the same time as the Loan Agreement pursuant to a common plan of financing with the Loan Agreement and that will be paid out of the Pledged Revenues or will have substantially the same claim to be paid out of the Pledged Revenues as the Loan Agreement.

12. No Federal Guarantees. The Loan is not federally guaranteed within the meaning of Section 149(b) of the Code.

13. Information Filing. Loan Counsel for the Finance Authority, on behalf of the Governmental Unit, will timely file the Form 8038-GC with respect to the Loan Agreement attached hereto as Exhibit "A" with the Internal Revenue Service. The Finance Authority has verified certain information necessary to complete the Form 8038-GC as shown on the Finance Authority Certificate attached hereto as Exhibit "B".

14. Hedge Bonds. The Loan is not a hedge bond as defined in Section 149 of the Code.

15. No Reimbursement. None of the Proceeds will be used to reimburse the Governmental Unit for costs paid for the Project more than sixty (60) days prior to the date hereof.

16. No Refunding. Proceeds of the Loan are not being used to refund any other obligation of the Governmental Unit.

17. Economic Life of Project. The weighted average maturity of 4.898 years of the Loan Agreement does not exceed 120% of the reasonably expected economic life of the Project, which is at least five (5) years.

18. Qualified Tax-Exempt Obligations. The Loan Agreement is a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. The Governmental Unit represents that the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the Governmental Unit during the current calendar year does not exceed \$10,000,000 and the Governmental Unit will not designate more than \$10,000,000 of "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. For purposes of this Section, "aggregated issuer" means any entity which: (i) issues obligations on behalf of the Governmental Unit; (ii) derives its issuing authority from the Governmental Unit; or (iii) is controlled directly or

indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e).

19. Rebate Exception. The Governmental Unit is a governmental unit with general taxing powers, no part of the Loan Agreement is a private activity bond, ninety-five percent (95%) or more of the proceeds are to be used for local governmental activities of the Governmental Unit and, the aggregate face amount of all tax-exempt obligations issued by the Governmental Unit during the current calendar year is not reasonably expected to exceed \$5,000,000. There are no subordinate entities of the Governmental Unit which are authorized to issue tax-exempt obligations. If the Governmental Unit fails to satisfy all of the provisions of this paragraph 19 for any reason, as provided in the Loan Agreement and consistent with the covenants of the Governmental Unit contained therein, any rebate owed to the United States Treasury will be paid in the amounts and at the times provided in Section 148 of the Code.

20. Record Retention. The Governmental Unit will manage and retain records related to the Loan as follows:

A. Records will be retained for the life of the Loan, including any refunding loans related thereto, plus three (3) years. Records may be in the form of documents or electronic copies of documents, appropriately indexed to the Loan and compliance functions;

B. Basic records relating to the Loan transaction, including transcript documents executed in connection with the issuance of the Loan (i.e., the authorizing documents, Form 8038-GC, the tax certificate, and any elections made with respect to the Loan, if applicable), any amendments, and copies of rebate calculations and records of payments, including Forms 8038-T;

C. Records pertaining to the use of Loan-financed facilities by public and private sources including copies of management agreements and research agreements;

D. Records pertaining to expenditures of Loan proceeds including requisitions, appraisal and property purchase contracts, account statements, invoices, payment vouchers, and the final allocation of proceeds to expenditures;

E. Records pertaining to all sources of payment or security for the Loan; and

F. Records pertaining to investments including guaranteed investment contract documents under the Treasury Regulations, records of purchase and sale of other investments, and records of investment activity sufficient to permit calculation of arbitrage rebate or demonstration that no rebate is due.

[Signature page follows]

This certificate is being executed and delivered to establish the reasonable expectations of the Governmental Unit for purposes of Sections 103 and 141 through 148 of the Code, and the undersigned officers of the Governmental Unit are the officers of the Governmental Unit charged with the responsibility of entering into the Loan Agreement. The foregoing is based upon the reasonable expectations of the undersigned on the date hereof, and to the best of our knowledge, information and belief, the above expectations are reasonable.

Dated: December 6, 2019.

TOWN OF MESILLA, NEW MEXICO

[SEAL]

By _____
Nora L. Barraza, Mayor

By _____
Cynthia Stoechner-Hernandez, Town
Clerk/Treasurer

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EXHIBIT “B”

NEW MEXICO FINANCE AUTHORITY TAX REPRESENTATIONS CERTIFICATE

The undersigned hereby certifies as follows with respect to the \$95,718 Loan Agreement dated December 6, 2019 (the “Loan”) from the New Mexico Finance Authority (the “Finance Authority”) to Town of Mesilla, New Mexico (the “Governmental Unit”);

1. The Finance Authority is making the Loan for its own account (and not on behalf of another) in the principal amount of \$95,718, without accrued interest. The Finance Authority is not acting as an Underwriter with respect to the Loan. The Finance Authority has no present intention to sell, reoffer, or otherwise dispose of the Loan (or any portion of the Loan or any interest in the Loan). The Finance Authority has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Loan and the Finance Authority has not agreed with the Governmental Unit pursuant to a written agreement to sell the Loan to persons other than the Finance Authority, therefore the “issue price” of the Loan is \$95,718.

2. The Arbitrage Yield on the Loan, calculated in accordance with the applicable U.S. Treasury Regulations from interest to be paid on the Loan, is 1.876166%.

3. The Weighted Average Maturity of the Loan, calculated in accordance with the applicable U.S. Treasury Regulations, is 4.898 years.

4. The undersigned understands that the statements made herein will be relied upon by the Governmental Unit in its effort to complete the Information Return for Small Tax-Exempt Governmental Obligations (Form 8038-GC), required to be filed for the Loan pursuant to the Internal Revenue Code of 1986, as amended, and with regard to establishing facts and circumstances relied on by the Governmental Unit and bond counsel in connection with the execution and delivery of the Loan and the exclusion of interest on the Loan from gross income for federal income tax purposes. Such reliance is hereby authorized and approved.

Dated this December 6, 2019.

NEW MEXICO FINANCE AUTHORITY

By: _____
John Gasparich, Interim Chief Executive Officer

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WITNESS our hands this December 6, 2019.

TOWN OF MESILLA, NEW MEXICO

[SEAL]

By _____
Nora L. Barraza, Mayor

By _____
Cynthia Stoechner-Hernandez, Town
Clerk/Treasurer

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It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, the undersigned has, on the date of this Certificate, received from the Town of Mesilla, New Mexico the Loan Agreement and the Intercept Agreement.

NEW MEXICO FINANCE AUTHORITY

By _____
John Gasparich, Interim Chief Executive Officer

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\$95,718
TOWN OF MESILLA, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY LOAN

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

IT IS HEREBY CERTIFIED by the undersigned, the duly elected and chosen, Mayor, Town Clerk/Treasurer and Attorney for the Town of Mesilla, New Mexico (the “Governmental Unit”) in Doña Ana County, and the State of New Mexico (the “State”) (provided, that the Attorney for the Governmental Unit is certifying only as to Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 20, 21, 22, 24 and 25 hereof):

Capitalized terms used in this Certificate have the same meaning as defined in Governmental Unit Resolution No. 2019-21 adopted on October 28, 2019 (the “Resolution”) unless otherwise defined in this Certificate or the context requires otherwise.

1. The Governmental Unit is a political subdivision of the State and is duly organized and validly existing under and pursuant to the laws of the State, its full name being “Town of Mesilla.”

2. The Governmental Unit was incorporated in the year 1958.

3. From at least August 27, 2019 (except as otherwise noted), to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Governmental Unit:

Mayor:	Nora L. Barraza
Mayor Pro-Tem:	Stephanie Johnson-Burick
Trustees:	Jesus Caro Veronica Garcia Carlos Arzabal
Attorney:	Joseph Cervantes, Esq.
Clerk/Treasurer:	Cynthia Stoechner-Hernandez

4. The population of the Governmental Unit’s jurisdictional and service area is not less than seventy-five percent (75%) English speaking and is less than twenty-five percent (25%) Spanish speaking.

5. There is no reason within our knowledge, after due inquiry with respect thereto, why the Governmental Unit may not enter into the Loan Agreement and the Intercept Agreement with the New Mexico Finance Authority (the "Finance Authority"), as authorized by the Resolution.

6. The Governmental Unit has duly authorized the execution, delivery and performance of its obligations under the Loan Agreement and the Intercept Agreement. The Loan Agreement and the Intercept Agreement have been duly authorized, executed and delivered by the Governmental Unit.

7. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the Loan Agreement and Intercept Agreement. No referendum petition has been filed with respect to the Resolution under the provisions of the laws, bylaws or regulations or charter of the Governmental Unit and the laws of the Governmental Unit or the State.

8. No event will result from the execution and delivery of the Loan Agreement or the Intercept Agreement that constitutes a default or an event of default under either the Loan Agreement, the Intercept Agreement or the Resolution, and no event of default and no default under the Loan Agreement, the Intercept Agreement or the Resolution has occurred and is continuing on the date of this Certificate.

9. The Governmental Unit has duly authorized and approved the consummation by it of all transactions and has complied with all requirements and satisfied all conditions, which are required by the Loan Agreement and the Intercept Agreement to have been authorized, approved, performed or consummated by the Governmental Unit at or prior to the date of this Certificate. The Governmental Unit has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution, the Loan Agreement and the Intercept Agreement.

10. A. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan Agreement or the Intercept Agreement or to any of the actions required to be taken by the Resolution, the Loan Agreement or the Intercept Agreement on or prior to the date of this Certificate have been obtained and are in full force and effect; and

B. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the financing of the Project have been obtained and are in full force and effect.

11. None of the following does or will conflict with, or constitute a breach by the Governmental Unit of, or default by the Governmental Unit under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound:

A. The Governmental Unit's adoption of the Resolution; or

B. Any action contemplated by or pursuant to the Resolution, the Loan Agreement, or the Intercept Agreement.

12. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Governmental Unit or the Pledged Revenues since the date of the Resolution.

13. To the best of our knowledge and belief, after due inquiry with respect thereto, none of the events of default referred to in Article X of the Loan Agreement has occurred.

14. Subsequent to the adoption of the Resolution, the Governmental Unit has not pledged or otherwise encumbered the Pledged Revenues. On the date of this Certificate there are no other outstanding obligations with a lien or encumbrance against the Pledged Revenues senior to or on a parity with the lien of the Loan Agreement except as set forth in the Term Sheet attached as Exhibit "A" to the Loan Agreement.

15. The Loan Agreement prohibits the Governmental Unit from issuing any bonds or other obligations with a lien on Pledged Revenues senior to the lien thereon of the Loan Agreement on the Pledged Revenues. The Loan Agreement permits the Governmental Unit to issue additional bonds or other obligations with a lien on the Pledged Revenues on a parity with or subordinate to the lien of the Loan Agreement on the Pledged Revenues upon satisfaction of the conditions set forth in the Loan Agreement.

16. There is no threatened action, suit, proceeding, inquiry or investigation against the Governmental Unit, at law or in equity, by or before any court, public board or body, nor to the Governmental Unit's knowledge is there any basis therefor, affecting the existence of the Governmental Unit or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of revenues or assets of the Governmental Unit pledged or to be pledged to pay the principal, premium, if any, and interest on the Loan Agreement, or in any way materially adversely affecting or questioning: (a) the territorial jurisdiction of the Governmental Unit; (b) the use of the proceeds of the Loan Agreement for the Project and to pay certain costs of the Finance Authority associated with the administration of its public projects revolving fund loan program; (c) the validity or enforceability of the Loan Agreement, the Intercept Agreement or any proceedings of the Governmental Unit taken with respect to the Loan Agreement, the Intercept Agreement or the Resolution; (d) the execution and delivery of the Loan Agreement or the Intercept Agreement; or (e) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement, the Intercept Agreement or the Resolution.

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

18. The Governmental Unit is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed

or guaranteed as to payment of principal, premium, if any, or interest except that no representation is made with respect to industrial revenue bonds or conduit bonds payable solely from installment sale or lease payments, loan repayments or other amounts received by the Governmental Unit from private entities.

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

20. Regular meetings of the Governing Body have been held in the Town Hall, 2231 Avenida de Mesilla, Mesilla, New Mexico 88005, the principal meeting place of the Governing Body.

21. The Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Governing Body in connection with the Loan Agreement. Open Meetings Act Resolution No. 2019-02, as adopted and approved by the Governing Body on March 11, 2019, establishes notice standards as required by Sections 10-15-1 through 10-15-4, NMSA 1978. Open Meetings Act Resolution No. 2019-02 has not been amended or repealed. All action of the Governing Body with respect to the Loan Agreement, the Intercept Agreement and the Resolution was taken at meetings held in compliance with Open Meetings Act Resolution No. 2019-02.

22. The *Las Cruces Sun News* is a legal newspaper which maintains an office and is of general circulation in the Governmental Unit's jurisdictional and service area.

23. The Pledged Revenues from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded, and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed one hundred twenty-five percent (125%) of the maximum Aggregate Annual Debt Service Requirement.

24. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

25. The Mayor and Town Clerk/Treasurer, on the date of the signing of the Loan Agreement and the Intercept Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Governmental Unit authorized to execute such agreements.

26. The Governmental Unit understands that Sutin, Thayer & Browne A Professional Corporation represents the Finance Authority in this Loan and the Governmental Unit has had the opportunity to consult other counsel in connection with the Loan.

27. This Certificate is for the benefit of the Finance Authority.

28. This Certificate may be executed in counterparts.

[Signature page follows]

WITNESS our hands and the seal of the Governmental Unit this 6th day of December, 2019.

TOWN OF MESILLA, NEW MEXICO

By _____
Nora L. Barraza, Mayor

By _____
Cynthia Stoeher-Hernandez, Town
Clerk/Treasurer

[SEAL]

APPROVED:

Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 20, 21, 22, 24 and 25 are approved and confirmed.

Joseph Cervantes, Attorney for the
Town of Mesilla, New Mexico

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INTERCEPT AGREEMENT

This INTERCEPT AGREEMENT is made and entered into December 6, 2019, by and between the NEW MEXICO FINANCE AUTHORITY (the “Finance Authority”), a public body politic and corporate constituting a governmental instrumentality separate and apart from the State of New Mexico (the “State”) under the laws of the State and the TOWN OF MESILLA, NEW MEXICO, a political subdivision duly organized and existing under the laws of the State (the “Governmental Unit”).

W I T N E S S E T H:

WHEREAS, Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, authorized the creation of the Finance Authority within the State to assist in financing the cost of public projects of participating qualified entities, including the Governmental Unit, such as the acquisition of two new police interceptor utility vehicles and related equipment for use by the Governmental Unit; and

WHEREAS, pursuant to Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, and Sections 3-31-1 through 3-31-12, NMSA 1978, as amended (collectively, the “Act”), the Finance Authority and the Governmental Unit are authorized to enter into agreements to facilitate the financing of the Project as described in the Loan Agreement by and between the Finance Authority and the Governmental Unit of even date herewith (the “Loan Agreement”); and

WHEREAS, the Governmental Unit desires to acquire the Project and such acquisition is permitted under the Act; and

WHEREAS, the Finance Authority has established its Loan Program (the “Program”) funded by its public project revolving fund (as defined in the Act) for the financing of infrastructure and equipment projects upon the execution of the Loan Agreement and the assignment of loan agreements to a trustee (the “Trustee”); and

WHEREAS, the Governmental Unit desires to borrow \$95,718 from the Program for the purpose of financing the acquisition of the Project, which Loan is to be governed by this Intercept Agreement and by the Loan Agreement; and

WHEREAS, the Act confers upon the Finance Authority the authority to loan funds to the Governmental Unit to finance the Project, and Section 29-13-6, NMSA 1978, as amended, authorizes the Governmental Unit to direct that its distribution of State Law Enforcement Protections funds (the “Pledged Revenues”) from the State Treasurer (the “Distributing State Agency”) be paid to the Finance Authority or its assignee, to secure payments under the Loan Agreement;

NOW THEREFORE, the parties hereto agree:

Unless otherwise defined in this Intercept Agreement and except where the context by clear implication otherwise requires, capitalized terms used in this Intercept Agreement shall have for all purposes of this Intercept Agreement the meanings assigned thereto in the Loan Agreement and the Indenture, as defined in the Loan Agreement.

Section 1. Authorization to the Finance Authority. The Governmental Unit hereby recognizes that the Finance Authority has made a Loan to the Governmental Unit in the amount of \$95,718 to finance the acquisition of the Project. Pursuant to the Loan Agreement and this Intercept Agreement, the Loan and all Loan Agreement Payments on the Loan made by or on behalf of the Governmental Unit shall be collected by the Finance Authority and remitted to the Trustee. All payments due on the Loan from the Pledged Revenues shall be paid by the Distributing State Agency to the Finance Authority or its designee, on behalf of the Governmental Unit, from scheduled distributions of the Pledged Revenues in accordance with the Intercept Schedule attached hereto as Exhibit "A" (the "Intercept Schedule"), or shall be made from special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues).

This Intercept Agreement shall be deemed a written certification, authorization and request by the Governmental Unit to the Distributing State Agency to pay to the Finance Authority, on behalf of the Governmental Unit, sums shown on the Intercept Schedule from periodic distributions of the Pledged Revenues pursuant to Section State Law Enforcement Protections funds or from special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues) to insure compliance with the Loan Agreement and repayment of the Loan. Upon written notice to the Distributing State Agency from the Finance Authority, the amount of the Pledged Revenues to be paid to the Finance Authority shall be increased from the amounts shown on Exhibit "A" to defray any delinquencies in the Finance Authority Debt Service Account or Loan Agreement Reserve Account, if any, established for the Governmental Unit. Any accumulation of the Pledged Revenues in an amount in excess of the next Loan Agreement Payment and the Loan Agreement Reserve Requirement, if any, shall be redirected by the Finance Authority to the benefit of the Governmental Unit on a timely basis as provided in Section 5.2 of the Loan Agreement.

To the extent applicable and to the extent that the Pledged Revenues are insufficient to meet the debt service requirements due on the Loan and other Parity Obligations (as defined in the Loan Agreement) now or hereafter issued or incurred, the amounts intercepted under this Intercept Agreement shall be applied to allow partial payment on a pro-rata basis of the debt service due and owing on the Loan Agreement and other Parity Obligations.

Section 2. Term; Amendments. This Intercept Agreement will remain in full force and effect from its effective date as herein provided until such time as the Loan made pursuant to the Loan Agreement and this Intercept Agreement have been paid in full. Nothing herein shall be deemed in any way to limit or restrict the Governmental Unit from

issuing its own obligations, providing its own program or participating in any other program for the financing of public projects which the Governmental Unit may choose to finance. This Intercept Agreement may be amended only by written instrument signed by the parties hereto.

Section 3. Authorization. The execution and performance of the terms of this Intercept Agreement have been authorized and approved by Resolution No. 2019-21, passed and adopted on October 28, 2019, by the Governing Body of the Governmental Unit, which Resolution is in full force and effect on the date hereof.

Section 4. Severability of Invalid Provisions. If any one or more of the provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be deemed separable from the remaining provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 5. Counterparts. This Intercept Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6. Further Authorization. The Governmental Unit agrees that the Finance Authority shall do all things necessary or convenient to the implementation of the Program to facilitate the Loan to the Governmental Unit.

Section 7. Effective Date. This Intercept Agreement shall take effect on the Closing Date of the Loan.

Section 8. Initial Intercept Date. As indicated on the Intercept Schedule, the periodic distribution of the Pledged Revenues that is to be intercepted by the Distributing State Agency under the terms of this Intercept Agreement consist of Pledged Revenues due to the Governmental Unit distributed in the Fiscal Year ending June 30, 2021.

Section 9. Final Intercept Date. Once the Loan has been fully paid off and satisfied, Finance Authority shall provide written notice to the Distributing State Agency to discontinue the interception of the Governmental Unit's Pledged Revenues.

[Remainder of page left intentionally blank]

[Signature page follows]

IN WITNESS WHEREOF, the parties to this Intercept Agreement have caused their names to be affixed hereto by the proper officers thereof as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
John Gasparich, Interim Chief Executive Officer

TOWN OF MESILLA, NEW MEXICO

By _____
Nora L. Barraza, Mayor

(SEAL)

Attest:

By _____
Cynthia Stoechner-Hernandez, Town Clerk/Treasurer

Acknowledged:

By _____
State Treasurer, Tim Eichenberg

By _____
State Fire Marshal, Don Shainin

Date _____

Date _____

EXHIBIT "A"

INTERCEPT SCHEDULE
TOWN OF MESILLA, NEW MEXICO

Fiscal Year Ending June 30	Pledged Revenues	Annual Amount
2021 2022 2023 2024 2025 2026 2027	The distribution of State Law Enforcement Protection Revenues to the Town of Mesilla, New Mexico, pursuant to Section 29-13-6, NMSA 1978, as amended, which distributions are made periodically by the State Treasurer	\$_____

\$95,718

LOAN AGREEMENT

dated

December 6, 2019

by and between

NEW MEXICO FINANCE AUTHORITY

and

TOWN OF MESILLA, NEW MEXICO

Certain interests of the New Mexico Finance Authority under this Loan Agreement may be assigned to BOKF, NA as trustee under the Indenture, as defined in Article I of this Loan Agreement.

LOAN AGREEMENT

This LOAN AGREEMENT dated December 6, 2019, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the “Finance Authority”), and the TOWN OF MESILLA, NEW MEXICO (the “Governmental Unit”), a political subdivision duly organized and existing under the laws of the State of New Mexico (the “State”).

WITNESSETH:

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

WHEREAS, one of the purposes of the Finance Authority Act is to implement a program to permit qualified entities, such as the Governmental Unit, to enter into agreements with the Finance Authority to facilitate financing of public projects; and

WHEREAS, the Governmental Unit is a political subdivision duly organized and existing under and pursuant to the laws of the State and is a qualified entity under the Finance Authority Act; and

WHEREAS, the Governing Body of the Governmental Unit has determined that it is in the best interests of the Governmental Unit and its residents that the Governmental Unit enter into this Loan Agreement with the Finance Authority and accept a loan from the Finance Authority to finance the costs of purchasing two new police interceptor utility vehicles and related equipment, as described more fully on the Term Sheet attached hereto as Exhibit “A”; and

WHEREAS, the Act authorizes the Governmental Unit to use the Pledged Revenues to finance this Project and to enter into this Loan Agreement; and

WHEREAS, the Finance Authority has determined that the Project is important to the overall capital needs of the residents of the State and that the Project will directly enhance the health and safety of the residents of the Governmental Unit; and

WHEREAS, the Governmental Unit has entered into the Intercept Agreement by and between the Finance Authority and the Governmental Unit whereby the Pledged Revenues due to the Governmental Unit from the Distributing State Agency are intercepted by the Finance Authority, or the Trustee, as its assignee, to make payments due under this Loan Agreement; and

WHEREAS, the Finance Authority may assign and transfer this Loan Agreement to the Trustee pursuant to the Indenture; and

WHEREAS, except as described on the Term Sheet, the Pledged Revenues have not been pledged or hypothecated in any manner or for any purpose at the time of the execution and delivery of this Loan Agreement, and the Governmental Unit desires to pledge the Pledged Revenues toward the payment of this Loan Agreement; and

WHEREAS, the obligation of the Governmental Unit hereunder shall constitute a special, limited obligation of the Governmental Unit, limited to the Pledged Revenues, and shall not constitute a general obligation or other indebtedness of the Governmental Unit or a charge against the general credit or ad valorem taxing power of the Governmental Unit or the State; and

WHEREAS, the execution, performance and delivery of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Governing Body pursuant to the Resolution; and

WHEREAS, the execution and performance of this Loan Agreement and Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Finance Authority.

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

ARTICLE I DEFINITIONS

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

“Act” means the general laws of the State, including Sections 3-31-1 through 3-31-12 and Sections 29-13-1 through 29-13-9, NMSA 1978, as amended, and enactments of the Governing Body relating to this Loan Agreement and the Intercept Agreement, including the Resolution.

“Additional Payment Obligations” means payments in addition to Loan Agreement Payments required by this Loan Agreement, including, without limitation, payments required pursuant to the provisions of Articles IX and X hereof.

“Aggregate Annual Debt Service Requirement” means the total principal, interest and premium payments, if any, due and payable pursuant to this Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means in the case of the Governmental Unit, Mayor, Mayor Pro Tem, and Town Clerk/Treasurer, and in the case of the Finance Authority, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

“Blended Interest Rate” means the rate of interest on this Loan Agreement as shown on the Term Sheet.

“Bond Counsel” means nationally recognized bond counsel experienced in matters of municipal law, satisfactory to the Trustee and listed in the list of municipal bond attorneys, as

published semi-annually by The Bond Buyer's Municipal Marketplace, or any successor publication, acting as Loan Counsel to the Finance Authority.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse this Loan Agreement.

“Closing Date” means the date of execution and delivery of this Loan Agreement as shown on the Term Sheet.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues to or on behalf of the Governmental Unit.

“Event of Default” means one or more events of default as defined in Section 10.1 of this Loan Agreement.

“Expenses” means the costs of issuance of this Loan Agreement and the Bonds, if any, and periodic and regular fees and expenses incurred by the Finance Authority in administering this Loan Agreement, including legal fees.

“Finance Authority Debt Service Account” means the debt service account established in the name of the Governmental Unit within the Debt Service Fund, as defined in the Indenture, held and administered by the Finance Authority to pay principal and interest, if any, on this Loan Agreement as the same become due.

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

“Governing Body” means the duly organized Board of Trustees of the Governmental Unit and any successor governing body of the Governmental Unit.

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Independent Accountant” means: (i) an accountant employed by the State and under the supervision of the State Auditor; or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who: (a) is, in fact, independent and not under the domination of the Governmental Unit; (b) does not have any substantial interest, direct or indirect, with the Governmental Unit; and (c) is not connected with the Governmental Unit as an officer or employee

of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

“Intercept Agreement” means the Intercept Agreement dated December 6, 2019, between the Governmental Unit and the Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of the Pledged Revenues in amounts sufficient to pay Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

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

“Loan” means the funds in the Loan Agreement Principal Amount to be loaned to the Governmental Unit by the Finance Authority pursuant to this Loan Agreement.

“Loan Agreement” means this loan agreement and any amendments or supplements hereto, including the exhibits attached to this loan agreement.

“Loan Agreement Balance” means, as of any date of calculation, the Loan Agreement Principal Amount less the aggregate principal amount paid or prepaid pursuant to the provisions of this Loan Agreement.

“Loan Agreement Payment” means, collectively, the Principal Component and the Interest Component to be paid by the Governmental Unit as payment of this Loan Agreement as shown on Exhibit “B” hereto.

“Loan Agreement Payment Date” means each date a payment is due on this Loan Agreement as shown on Exhibit “B” hereto.

“Loan Agreement Principal Amount” means the original principal amount of this Loan Agreement as shown on the Term Sheet.

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

“NMSA” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

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

“Permitted Investments” means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal

farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody's Investors Service, Inc., or S&P Global Ratings; and (iv) the State Treasurer's short-term investment fund created pursuant to Section 6-10-10.1 NMSA 1978, and operated, maintained and invested by the office of the State Treasurer.

"Pledged Revenues" means Law Enforcement Protection Fund revenues to the Governmental Unit made periodically by the State Treasurer pursuant to Section 29-13-6, NMSA 1978 and pledged to payment of the Loan Agreement Payments pursuant to the Resolution and described on the Term Sheet.

"Principal Component" means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement as shown on Exhibit "B" hereto.

"Processing Fee" means the processing fee to be paid on the Closing Date by the Governmental Unit to the Finance Authority for the costs of originating and servicing the Loan, as shown on the Term Sheet attached to this Loan Agreement as Exhibit "A".

"Program Account" means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of this Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

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

"Resolution" means the Resolution No. 2019-21 adopted by the Governing Body on October 28, 2019, approving this Loan Agreement and the Intercept Agreement, and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet.

"Term Sheet" means Exhibit "A" attached hereto.

"Trustee" means the BOKF, NA, Albuquerque, New Mexico, or any successor trust company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

"Unassigned Rights" means the rights of the Finance Authority to receive payment of the Processing Fee, administrative expenses, reports and indemnity against claims pursuant to the provisions of this Loan Agreement which are withheld in the granting clauses of the Indenture from the pledge, assignment and transfer of this Loan Agreement to the Trustee.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Governmental Unit. The Governmental Unit represents, covenants and warrants:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Resolution shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Loan Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Governmental Unit or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer, agent or employee of the Governmental Unit executing this Loan Agreement shall be liable personally on this Loan Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Loan Agreement and Intercept Agreement. The Governmental Unit is a political subdivision of the State and is duly organized and existing under the statutes and laws of the State. Pursuant to the Act, as amended and supplemented from time to time, the Governmental Unit is authorized to enter into the transactions contemplated by this Loan Agreement and the Intercept Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement, the Intercept Agreement, and the other documents related to the transaction.

(d) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the proceeds of this Loan Agreement to the acquisition of the Project.

(e) Payment of Loan Agreement. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in Exhibit "B" hereto, according to the true intent and meaning of this Loan Agreement. Loan Agreement Payments are payable solely from (i) the Pledged Revenues, (ii) special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues), or (iii) the proceeds of refunding bonds or other refunding obligations which the Governmental Unit may hereafter issue in its sole discretion and which are payable from the Pledged Revenues; and nothing in this Loan Agreement shall be construed as obligating the Governmental Unit to pay Loan Agreement Payments from any general or other fund of the Governmental Unit other than such special funds. Nothing contained in this Loan Agreement, however, shall be construed as prohibiting the Governmental Unit in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(f) Acquisition and Completion of Project. The Project will consist of acquiring two new police interceptor utility vehicles and related equipment. The Project will be

acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the Project and to the use of the Pledged Revenues. The Project complies with Section 29-13-7, NMSA 1978, as amended.

(g) Necessity of Project. The acquisition of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interest of the Governmental Unit and its residents.

(h) Legal, Valid and Binding Special Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement and the Intercept Agreement, and this Loan Agreement and the Intercept Agreement constitute the legal, valid and binding special obligations of the Governmental Unit enforceable in accordance with their terms.

(i) Loan Agreement Term. The weighted average maturity of 4.898 years of the Loan Agreement does not exceed 120% of the reasonably expected life of the Project which is at least five (5) years.

(j) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit as a whole.

(k) No Private Activity. The Governmental Unit is a “governmental unit” within the meaning of Sections 103 and 141(b)(6) of the Code. In addition, no amounts disbursed from the Program Account and used to finance the Project shall be used in the trade or business of a person who is not a “governmental unit” within the meaning of Sections 103 and 141(b)(6) of the Code.

(l) No Excess Loan Agreement Proceeds. The amount loaned to the Governmental Unit under this Loan Agreement as set forth on the Term Sheet does not exceed the sum of: (i) the cost of the Project; and (ii) an amount necessary to pay the Processing Fee and the costs related to issuance of the Bonds, if any.

(m) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement and the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement and the Intercept Agreement, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Governmental Unit is a party or by which the Governmental Unit is bound or any laws, resolutions, governmental rules or regulations or court or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.

(n) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement, including the Resolution shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and

shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

(o) Outstanding Debt. Except for the Parity Obligations, if any, described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a parity lien on the Pledged Revenues. No additional indebtedness, bonds or notes of the Governmental Unit payable on a priority ahead of the indebtedness herein authorized out of the Pledged Revenues shall be created or incurred while this Loan Agreement remains outstanding.

(p) No Litigation. To the knowledge of the Governmental Unit, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement or the Intercept Agreement or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Governmental Unit, nor compliance by the Governmental Unit with the obligations under such agreements, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(q) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement and the Intercept Agreement, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement or the Intercept Agreement.

(r) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(s) Expected Coverage Ratio. The Pledged Revenues (giving credit for any increase in Pledged Revenues which has received final approval of the Governing Body and become effective) from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed, one hundred twenty-five percent (125%) of the maximum Aggregate Annual Debt Service Requirement.

(t) No Extension of Interest Payments. The Governmental Unit will not extend or be a party to the extension of the time for paying any interest on this Loan Agreement.

(u) Governmental Unit's Existence. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the Governmental Unit without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(v) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited, to annual audits, operational data required to update information

in any disclosure documents used to assign or securitize the Loan Agreement Payments by issuance of Bonds by the Finance Authority pursuant to the Indenture, and notification of any event deemed material by the Finance Authority.

(w) Tax Covenants. The Governmental Unit covenants that it shall restrict the use of the proceeds of this Loan Agreement in such manner and to such extent, if any, as may be necessary so that this Loan Agreement will not constitute an arbitrage bond under Section 148 of the Code and that it shall pay any applicable rebate to the Internal Revenue Service. Authorized Officers of the Governmental Unit are hereby authorized and directed to execute an Arbitrage and Tax Certificate as may be required by the Finance Authority and such additional certificates as shall be necessary to establish that this Loan Agreement is not an “arbitrage bond” within the meaning of Section 148 of the Code and the Treasury Regulations promulgated or proposed with respect thereto, including Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149 and 1.150 as the same currently exist, or may from time to time hereafter be amended, supplemented or revised. The Governmental Unit covenants to comply with the provisions of any such Arbitrage and Tax Certificate and the provisions thereof will be incorporated herein by reference to the same extent as if set forth herein. The Governmental Unit covenants that no use will be made of the proceeds of this Loan Agreement, or any funds or accounts of the Governmental Unit which may be deemed to be Gross Proceeds (as defined in Treasury Regulation Section 1.148-1(b)) of this Loan Agreement, which use, if it had been reasonably expected on the Closing Date, would have caused this Loan Agreement to be classified as an “arbitrage bond” within the meaning of Section 148 of the Code. Pursuant to this covenant, the Governmental Unit obligates itself to comply throughout the Loan Agreement Term with the requirements of Sections 103 and 141 through 150 of the Code and the regulations proposed or promulgated with respect thereto. The Governmental Unit further represents and covenants that no bonds or other evidence of indebtedness of the Governmental Unit payable from substantially the same source as this Loan Agreement have been or will be issued, sold or delivered within fifteen (15) days prior to or subsequent to the Closing Date. The Governmental Unit hereby further represents and covenants to comply with the provisions of Section 7.6 hereof, which designates this Loan Agreement as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code.

(x) Use of Law Enforcement Protection Fund Revenues. The Governmental Unit will take no action with respect to the Project that would constitute a violation of the terms of Sections 29-13-7 and 29-13-9, NMSA 1978, as the same may be amended or recompiled from time to time.

Section 2.2 Representations, Covenants and Warranties of the Finance Authority. The Finance Authority represents, covenants and warrants for the benefit of the Governmental Unit as follows:

(a) Authorization of Loan Agreement and Intercept Agreement. The Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and the Intercept Agreement and, by proper action, has duly authorized the execution and delivery of this Loan Agreement and the Intercept Agreement.

(b) Assignment of Rights. The Finance Authority may not pledge or assign the Pledged Revenues, the Loan Agreement Payments or any of its other rights under this Loan Agreement and the Intercept Agreement except to the Trustee pursuant to the Indenture.

(c) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement or the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement or the Intercept Agreement, nor the consummation of the transactions contemplated in this Loan Agreement or the Intercept Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Finance Authority is a party or by which the Finance Authority is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or resolution of any court, government or governmental authority having jurisdiction over the Finance Authority or its property and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.

(d) No Litigation. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person affecting the right of the Finance Authority to execute or deliver this Loan Agreement or the Intercept Agreement or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Loan Agreement and the Intercept Agreement requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(e) Legal, Valid and Binding Obligation. This Loan Agreement and the Intercept Agreement constitute the legal, valid and binding obligation of the Finance Authority enforceable in accordance with their terms.

(f) Tax-Exempt Reimbursement of Amount Loaned. The Finance Authority intends to reimburse the public project revolving fund (as defined in the Finance Authority Act) for the amount of the Loan from the proceeds of tax-exempt bonds which the Finance Authority expects to issue within eighteen (18) months of the Closing Date.

ARTICLE III LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until this Loan Agreement has been paid in full or provision for the payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV LOAN; APPLICATION OF MONEYS

On the Closing Date, the Finance Authority shall transfer the Loan Agreement Principal Amount as follows:

(a) To the Trustee, the amount shown on the Term Sheet as the Program Account Deposit shall be deposited into the Governmental Unit's Program Account to be maintained by the Trustee pursuant to the Indenture and disbursed pursuant to Section 6.2 hereof at the direction of the Governmental Unit as needed by the Governmental Unit for the Project; and

(b) To the Finance Authority, the amount shown on the Term Sheet as the Finance Authority Debt Service Account deposit shall be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 hereof; and

(c) To the Finance Authority, payment in the amount shown on the Term Sheet as the Processing Fee.

ARTICLE V
LOAN TO THE GOVERNMENTAL UNIT;
PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount equal to the Loan Agreement Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein or special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues), the Loan Agreement Payments as herein provided. The Governmental Unit does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to: (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on parity with the Parity Obligations; (ii) the Finance Authority Debt Service Account, such account being held by the Finance Authority; (iii) the Program Account, such accounts being held by the Trustee; and (iv) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments and Additional Payment Obligations; provided, however, that if the Governmental Unit, its successors or assigns, shall well and truly pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, according to the true intent and meaning hereof, or shall provide, as permitted by Article VIII of this Loan Agreement for the payment thereof and shall pay all other amounts due or to become due under this Loan Agreement in accordance with its terms and provisions then, upon such final payment or provision for payment by the Governmental Unit, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Principal Component and Interest Component when due, the payment schedule of which is attached hereto as Exhibit "B".

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the Finance Authority acknowledge and agree that

the Loan Agreement Payments of the Governmental Unit hereunder are limited to Pledged Revenues; and that this Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law.

Section 5.2 Payment Obligations of Governmental Unit. As provided in the Intercept Agreement, the Distributing State Agency shall cause to be transferred from the Pledged Revenues or special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues), the amounts provided in subsections (a)(i) and (ii) of this Section 5.2 for deposit into the Finance Authority Debt Service Account. The Finance Authority Debt Service Account shall be established and held by the Finance Authority on behalf of the Governmental Unit. All Pledged Revenues received by the Finance Authority pursuant to this Section 5.2 shall be accounted for and maintained on an ongoing basis by the Finance Authority in the Finance Authority Debt Service Account or used for repayment of Loan Agreement Payments paid by the special reserve funds of the Finance Authority, and all Loan Agreement Payments shall be remitted to the Trustee. The amounts on deposit in the Finance Authority Debt Service Account shall be expended and used by the Finance Authority or the Trustee, as the case may be, only in the manner and order of priority specified below:

(a) As a first charge and lien, but not an exclusive first charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations), the Governmental Unit shall remit to the Finance Authority and the Finance Authority shall transfer and deposit into the Finance Authority Debt Service Account the following from the Pledged Revenues received pursuant to the Intercept Agreement from the Governmental Unit, which the Finance Authority shall transfer to the Trustee in accordance with the Indenture:

(i) Interest Components. Amounts necessary to pay the Interest Components coming due on this Loan Agreement on May 1 and November 1 of each Fiscal Year beginning with the Fiscal Year ending June 30, 2021, as described in Exhibit "B";

(ii) Principal Payments. Amounts necessary to pay the Principal Components coming due on this Loan Agreement on May 1 of each Fiscal Year beginning with the Fiscal Year ending June 30, 2021, as described in Exhibit "B".

(b) Each Loan Agreement Payment shall be transferred by the Finance Authority from the Finance Authority Debt Service Account to the Trustee.

(c) Subject to the foregoing deposits, the Finance Authority or the Trustee shall annually use the balance of the Pledged Revenues received, if any, at the request of the Governmental Unit: (i) to credit against upcoming Loan Agreement Payments; or (ii) to distribute

to the Governmental Unit's account in the law enforcement fund maintained by the State Treasurer for any purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the Finance Authority at the address designated in Section 11.1 herein for remittance to the Trustee. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the Finance Authority, the Trustee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4 Disposition of Payments by the Trustee. The Trustee shall deposit all moneys received by the Finance Authority under this Loan Agreement in accordance with the Indenture.

Section 5.5 Additional Parity Obligations. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund subordinate obligations as provided in Section 5.6 hereof), it must be determined that:

(a) The Governmental Unit is then current in all of the accumulations required to be made into the Finance Authority Debt Service Account as provided herein.

(b) No default shall exist in connection with any of the covenants or requirements of the Resolution or this Loan Agreement.

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred twenty-five percent (125%) of the combined maximum Aggregate Annual Debt Service Requirement coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the Governmental Unit's Treasurer or chief finance officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in

determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

(e) No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.6 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior and superior to this Loan Agreement.

Section 5.6 Refunding Obligations. The provisions of Section 5.5 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (e) of Section 5.5 hereof and in subparagraphs (b) and (c) of this Section.

(b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:

(i) The outstanding obligations so refunded are Parity Obligations and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof.

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of the same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations and by the outstanding obligations not refunded on and prior to the last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof; or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by resolution or ordinance, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

Section 5.7 Investment of Governmental Unit Funds. Money on deposit in the Finance Authority Debt Service Account established by the Finance Authority for the Governmental Unit may be invested by the Finance Authority in Permitted Investments at the discretion of the Finance Authority. Money on deposit in the Program Account held by the Trustee and created hereunder may be invested by the Trustee in Permitted Investments at the written direction of the Finance Authority or at the discretion of the Trustee. Any earnings on any of said accounts shall be held and administered in each respective account and utilized in the same manner as the other moneys on deposit therein.

Section 5.8 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI THE PROJECT

Section 6.1 Agreement To Acquire the Project. The Governmental Unit hereby agrees that to effectuate the purposes of this Loan Agreement and to effectuate the acquisition and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general, do all things which may be requisite or proper to acquire the Project. The Governmental Unit agrees to acquire and complete the Project through the application of moneys to be disbursed from the Program Account pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements From the Program Account. So long as no Event of Default shall occur, the Trustee shall disburse moneys from the Program Account in accordance with

Section 6.2 of the Indenture upon receipt by the Trustee of a requisition substantially in the form of Exhibit “C” attached hereto signed by an Authorized Officer of the Governmental Unit.

No disbursement shall be made from the Program Account without the approval of Bond Counsel: (i) to reimburse the Governmental Unit’s own funds for expenditures made prior to the Closing Date; (ii) to refund or advance refund any tax-exempt obligations issued by or on behalf of the Governmental Unit; (iii) to be used, directly or indirectly, to finance a project used or to be used in the trade or business of a person who is not a “governmental unit,” within the meaning of Section 141(b)(6) of the Code; or (iv) to expend funds after the date that is three (3) years after the execution and delivery of this Loan Agreement.

Section 6.3 Completion of the Project. Upon completion of the Project, an Authorized Officer of the Governmental Unit shall deliver a certificate to the Finance Authority and the Trustee substantially in the form of Exhibit “D” attached hereto stating that, to the best of his or her knowledge, the Project has been completed and accepted by the Governmental Unit, and all costs have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 Application of Loan Agreement Proceeds Subsequent to Completion of the Project. Upon completion of the Project as signified by delivery of the completion certificate contemplated in Section 6.3 hereof or in the event that the Finance Authority and the Trustee shall not have received a certificate of completion as required by Section 6.3 hereof by the date three (3) years from the Closing Date (or such later date as is approved in writing by Bond Counsel), the Trustee shall transfer the amounts remaining in the Program Account (except amounts necessary for payment of amounts not then due and payable) to the Finance Authority Debt Service Account and such amounts shall be used for the payment of Loan Agreement Payments.

ARTICLE VII
COMPLIANCE WITH LAWS
AND RULES; OTHER COVENANTS

Section 7.1 Further Assurances and Corrective Instruments. The Finance Authority and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 7.2 Finance Authority and Governmental Unit Representatives. Whenever under the provisions hereof the approval of the Finance Authority or the Governmental Unit is required, or the Governmental Unit or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Governmental Unit by an Authorized Officer of the Finance Authority or the Governmental Unit, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 7.3 Requirements of Law. During the Loan Agreement Term, the Governmental Unit and the Finance Authority shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 First Lien; Equality of Liens. The Loan Agreement Payments constitute an irrevocable first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a first lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.5 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

Section 7.6 Bank Designation of Loan Agreement. For purposes of and in accordance with Section 265 of the Code, the Governmental Unit hereby designates this Loan Agreement as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Governmental Unit reasonably anticipates that the total amount of tax exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Governmental Unit and by any aggregated issuer during the current calendar year will not exceed \$10,000,000. For purposes of this Section 7.6, “aggregated issuer” means any entity which: (i) issues obligations on behalf of the Governmental Unit; (ii) derives its issuing authority from the Governmental Unit; or (iii) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e). The Governmental Unit hereby represents that: (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code; and (b) the total amount of obligations so designated by the Governmental Unit, and all aggregated issuers for the current calendar year does not exceed \$10,000,000.

Section 7.7 Arbitrage Rebate Exemption. The Governmental Unit hereby certifies and warrants, for the purpose of qualifying for the exception to the requirement to rebate arbitrage earnings from investments of the proceeds of this Loan Agreement (the “Rebate Exemption”) contained in Section 148(f)(4)(D) of the Code, that: (i) this Loan Agreement is issued by the Governmental Unit, which has general taxing powers; (ii) neither this Loan Agreement nor any portion thereof is a private activity bond as defined in Section 141 of the Code (“Private Activity Bond”); (iii) all of the net proceeds of this Loan Agreement are to be used for local government activities of the Governmental Unit (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Governmental Unit); and (iv) neither the Governmental Unit nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt bonds other than (A) Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) and (B) refunding bonds issued to refund (other than to advance refund (as used in the Code) any bond to

the extent the amount of the refunding bond does not exceed the outstanding amount of the refunded bond, during the current calendar year, which would in the aggregate amount exceed \$5,000,000. For purposes of this paragraph, “aggregated issuer” means any entity which: (a) issues obligations on behalf of the Governmental Unit; (b) derives its issuing authority from the Governmental Unit; or (c) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e). The Governmental Unit hereby represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D) of the Code.

Accordingly, with respect to the Loan Agreement, the Governmental Unit will qualify for the rebate exemption granted under Section 148(f)(4)(D) of the Code, and the Governmental Unit shall be treated as meeting the requirements of paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States.

The Governmental Unit hereby further represents and covenants that if it is determined that rebatable arbitrage, as that term is defined under Section 148 of the Code and related regulations, is required to be paid to the United States, that it will pay such rebatable arbitrage.

ARTICLE VIII PREPAYMENT OF LOAN AGREEMENT PAYMENTS

Section 8.1 Prepayment. The Governmental Unit is hereby granted the option to prepay any of the Principal Components of this Loan Agreement in whole or in part on any day following the Closing Date without penalty or prepayment premium. The Governmental Unit may designate the due dates of any Principal Components being prepaid in the event of a partial prepayment. Notice of intent to make such prepayment shall be provided to the Finance Authority and the Trustee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Trustee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

Section 8.2 Defeasance. Should the Governmental Unit pay or make provision for payment of the Loan such that all amounts due pursuant to this Loan Agreement shall be deemed to have been paid and defeased, then the Loan Agreement Payments hereunder shall also be deemed to have been paid, the Governmental Unit’s payment obligations hereunder shall be terminated, this Loan Agreement and all obligations contained herein shall be discharged and the pledge hereof released. Such payment shall be deemed made when the Governmental Unit has deposited with an escrow agent, in trust, (i) moneys sufficient to make such payment, and/or (ii) noncallable Government Obligations maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and when all necessary and proper expenses of the Finance Authority have been paid or provided for. In the event the Governmental Unit makes provisions for defeasance of this Loan Agreement, the Governmental Unit shall cause to be delivered (1) a report of an independent nationally recognized certified public accountant verifying the sufficiency of the escrow established to pay this Loan Agreement in full when due or upon an irrevocably designated prepayment date, and (2) an opinion of Bond Counsel to the effect that this Loan Agreement is no longer outstanding, each of which shall be addressed and delivered to the Finance Authority. Governmental Obligations within the

meaning of this Section 8.2, unless otherwise approved by the Finance Authority, shall include only (1) cash, (2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – “SLGs”), and (3) obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

ARTICLE IX INDEMNIFICATION

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

ARTICLE X EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an Event of Default under this Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable;

(b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Governmental Unit by the Finance Authority or the Trustee unless the Finance Authority and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority or the Trustee but cannot be cured within the applicable thirty (30) day period, the Finance Authority and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default);

(c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect;

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

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

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

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Finance Authority or the Trustee may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement or the Intercept Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the Finance Authority and the Trustee under this Loan Agreement and the Intercept Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or

(b) By suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority or the Trustee; or

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

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues; or

(e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or to enforce any other of its rights thereunder; or

(f) Apply any amounts in the Program Account toward satisfaction of any of the obligations of the Governmental Unit under this Loan Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 hereof, no remedy herein conferred upon or reserved to the Finance Authority or the Trustee is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority or the Trustee to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Finance Authority or the Trustee may in its discretion waive by written waiver any Event of Default hereunder and the consequences of such an Event of Default provided, however, that there shall not be waived: (i) any Event of Default in the payment of the principal of this Loan Agreement at the date when due as specified herein; or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payments of principal and all expenses of the Finance Authority or the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority or the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority and the Trustee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Governmental Unit shall default under any of the provisions hereof and the Finance Authority or the Trustee shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit herein contained, the Governmental Unit agrees that it shall on demand therefor pay to the Finance Authority or the Trustee, as applicable, the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses

may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE XI MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows: if to the Governmental Unit, 2231 Avenida de Mesilla, Mesilla, New Mexico 88005, Attention: Town Clerk/Treasurer; if to the Finance Authority, New Mexico Finance Authority, 207 Shelby Street, Santa Fe, New Mexico 87501, Attention: Chief Executive Officer; and if to the Trustee, BOKF, NA, 100 Sun Avenue NE, Suite 500, Albuquerque, New Mexico 87109, Attn: Trust Division. The Governmental Unit, the Finance Authority, and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Amendments. The Governmental Unit agrees that this Loan Agreement will not be amended without the prior written consent of the Finance Authority, and, if the Loan has been pledged under the Indenture (as defined herein), without the prior written consent of the Trustee (as defined herein), the Finance Authority and the Governmental Unit, pursuant to the Indenture.

Section 11.4 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, either directly or through the Finance Authority, or against any officer, employee, director, trustee or member of the Governing Body, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director, trustee or member of the Governing Body or of the Finance Authority is hereby expressly waived and released by the Governmental Unit and by the Finance Authority as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.5 Severability. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.6 Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Assignment by the Finance Authority. Pursuant to the Indenture, this Loan Agreement and the Intercept Agreement may be assigned and transferred by the Finance Authority to the Trustee, which assignment and transfer are hereby acknowledged and approved by the Governmental Unit.

Section 11.8 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.9 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.10 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

[Signature pages follow]

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as authorized by the Board of Directors of the Finance Authority on September 26, 2019, has executed this Loan Agreement in its corporate name by its duly authorized officer; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
John Gasparich, Interim Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS
OF THE NEW MEXICO FINANCE AUTHORITY:
Sutin, Thayer & Browne A Professional Corporation
As Loan Counsel

By _____
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF
THE NEW MEXICO FINANCE AUTHORITY:

By _____
Daniel C. Opperman, General Counsel

TOWN OF MESILLA, NEW MEXICO

By _____
Nora L. Barraza, Mayor

[SEAL]

Attest:

By _____
Cynthia Stohner-Hernandez, Town Clerk/Treasurer

EXHIBIT "A"

TERM SHEET

New Mexico Finance Authority Loan No. PPRF-5037

Governmental Unit:	Town of Mesilla, New Mexico
Project Description:	Purchase two new police interceptor utility vehicles and related equipment
Loan Agreement Principal Amount:	\$95,718
Pledged Revenues:	The distribution of Law Enforcement Protection Fund revenues to the Governmental Unit made periodically by the State Treasurer pursuant to Section 29-13-6, NMSA 1978.
Coverage Ratio:	125%
Distributing State Agency:	State Treasurer
Currently Outstanding Parity Obligations:	NMFA Loan No. PPRF-3413, maturing 2021
Additional Parity Bonds Test:	125%
Authorizing Legislation:	Resolution No. 2019-21 adopted on October 28, 2019
Closing Date:	December 6, 2019
Blended Interest Rate:	1.878385%
Program Account Deposit:	\$95,000
Finance Authority Debt Service Account Deposit:	\$0.11
Processing Fee:	\$717.89
First Interest Payment Date:	November 1, 2020
First Principal Payment Date:	May 1, 2021
Final Payment Date:	May 1, 2027

A-1

PROGRAM ACCOUNT DEPOSITS MUST BE USED WITHIN THREE YEARS UNLESS A
THE FINANCE AUTHORITY APPROVES A LONGER PERIOD IN WRITING

EXHIBIT “B”

DEBT SERVICE SCHEDULE FOR LOAN REPAYMENT

[SEE ATTACHED]

EXHIBIT "C"

FORM OF REQUISITION

RE: \$95,718 Loan Agreement by and between the Town of Mesilla, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement")

TO: BOKF, NA
c/o New Mexico Finance Authority
207 Shelby Street
Santa Fe, NM 87501
Attention: Accounting

You are hereby authorized to disburse from the Program Account – Town of Mesilla, New Mexico (2019 Law Enforcement Equipment Loan), with regard to the above-referenced Loan Agreement the following:

LOAN NO. PPRF-5037

CLOSING DATE: December 6, 2019

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

AMOUNT OF PAYMENT: \$ _____

PURPOSE OF PAYMENT: _____

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Program Account – the Town of Mesilla, New Mexico (2019 Law Enforcement Equipment Loan).

All representations contained in the Loan Agreement and the related closing documents remain true and correct and the Town of Mesilla, New Mexico is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, the Town of Mesilla, New Mexico shall, and understands its obligation to, complete the Project from other legally available funds.

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

DATED: _____ By _____
Authorized Officer
Title _____
(Print Name and Title)

EXHIBIT "D"

CERTIFICATE OF COMPLETION

RE: \$95,718 Loan Agreement by and between the Town of Mesilla, New Mexico and the New Mexico Finance Authority (the "Loan Agreement").

TO: New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501
Attn: Accounting

Susan Ellis
Assistant Vice President, Corporate Trust
BOKF, NA
100 Sun Avenue NE, Suite 500
Albuquerque, New Mexico 87109

LOAN NO.: PPRF-5037

CLOSING DATE: December 6, 2019

In accordance with Section 6.3 of the Loan Agreement, the undersigned states, to the best of his or her knowledge, that the acquisition of the Project has been completed and accepted by the Governmental Unit, and all costs have been paid as of the date of this Certificate. Notwithstanding the foregoing, this certification is given without prejudice to any rights against third parties which exist at the date of this Certificate or which may subsequently come into being.

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

DATED: _____

By _____

Authorized Officer of Governmental Unit

Title _____

Print Name and Title

D-1

subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the Governmental Unit's Treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

(e) No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.6 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior and superior to this Loan Agreement.”

WHEREAS, the principal and interest on the outstanding 2015 Loan Agreement coming due in each Fiscal Year to its last principal payment date is as follows:

2015 Loan Agreement Debt Service Requirements

Fiscal Year Ending	Principal	Interest	Total Payment
2021	\$16,216.00	\$275.68	\$16,491.68

WHEREAS, the principal and interest on the 2019 Loan Agreement coming due in each Fiscal Year to its last principal date is as follows:

2019 Loan Agreement Debt Service Requirements

Fiscal Year Ending	Principal	Interest	Total Payment
2021			
2022			
2023			
2024			
2025			
2026			
2027			

NOW THEREFORE, the undersigned do hereby certify as follows:

1. We are familiar with the provisions of the 2015 Resolution authorizing the execution and delivery of the 2015 Loan Agreement and the 2019 Resolution authorizing the

execution and delivery of the 2019 Loan Agreement and with the provisions of the 2015 Loan Agreement and the 2019 Loan Agreement.

2. We are familiar with the books, accounts and funds of the Governmental Unit pertaining to the Pledged Revenues.

3. Except as stated in the preambles to this Certificate, the Pledged Revenues have not been pledged or hypothecated to the payment of any outstanding parity lien obligations and no other outstanding obligations are payable from the Pledged Revenues.

4. The Governmental Unit is not, and has not been in default as to making any payments on the 2015 Loan Agreement, nor under any of the covenants or requirements of the 2015 Loan Agreement.

5. The 2019 Loan Agreement is payable from the Pledged Revenues and will constitute a lien upon the Pledged Revenues on a parity with the lien of the outstanding 2015 Loan Agreement.

6. The fiscal year immediately preceding the date of the 2019 Loan Agreement is the period commencing on July 1, 2018 and ending in June 30, 2019.

7. The Pledged Revenues for the fiscal year ended 2018 are fairly stated at \$24,800.

8. The combined maximum Aggregate Annual Debt Service Requirements on the 2015 Loan Agreement and the 2019 Loan Agreement for the parity bond test set out in the preambles of this Certificate occurs in Fiscal Year 20__ and is \$_____. One hundred twenty-five percent (125%) of such amount is \$_____.

9. The Pledged Revenues of \$_____ (i.e., paragraph 7 above) for the fiscal year immediately preceding the date of the execution and delivery of the 2019 Loan Agreement were sufficient to pay an amount representing ___% of the combined maximum Aggregate Annual Debt Service Requirements of \$_____ on the 2015 Loan Agreement and the 2019 Loan Agreement.

10. This certificate is for the benefit of each holder from time to time of the 2019 Loan Agreement and for the benefit of bond counsel in rendering opinions to the effect that the 2019 Loan Agreement is secured by a lien pledge on the Pledged Revenues on a parity with the 2015 Loan Agreement.

(Signature Page Follows)

WITNESS our hands this 6th day of December, 2019.

TOWN OF MESILLA, NEW MEXICO

[SEAL]

By _____
Nora L. Barraza, Mayor

By _____
Cynthia Stohner-Hernandez, Town
Clerk/Treasurer

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SUTIN THAYER  BROWNE
A PROFESSIONAL CORPORATION
LAWYERS

IRWIN S. MOISE (1906-1984)
LEWIS R. SUTIN (1908-1992)
FRANKLIN JONES (1919-1994)
RAYMOND W. SCHOWERS (1948-1995)
GRAHAM BROWNE (1935-2003)
NORMAN S. THAYER (1933-2018)
STEPHEN CHARNAS (1934-2018)

ROBERT G. HEYMAN (Of Counsel)

NOE ASTORGA-CORRAL
ANDREW J. BARANOWSKI
LILIANA BENITEZ DE LUNA

ANNE P. BROWNE
SUZANNE WOOD BRUCKNER
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EDUARDO A. DUFFY
TINA MUSCARELLA GOOCH
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SUSAN M. HAPKA
WADE L. JACKSON
DAVID H. JOHNSON
ROBERT J. JOHNSTON
JACQUELINE K. KAFKA
CHRISTINA M. LOONEY

STEVAN DOUGLAS LOONEY
DEBORAH E. MANN
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WWW.SUTINFIRM.COM

December 6, 2019

New Mexico Finance Authority
207 Shelby St.
Santa Fe, NM 87501

Town of Mesilla
2231 Avenida de Mesilla
Mesilla, New Mexico 88005

\$95,718 New Mexico Finance Authority
Loan to Town of Mesilla, New Mexico
(PPRF-5037)

Ladies and Gentlemen:

We have acted as Loan Counsel to the New Mexico Finance Authority (the “Finance Authority”) in connection with the \$95,718 Loan Agreement (the “Loan Agreement”) between the Town of Mesilla, New Mexico (the “Governmental Unit”) and the Finance Authority. The Loan Agreement is executed and delivered by the Governmental Unit pursuant to Sections 3-31-1 through 3-31-12 and Sections 29-13-1 through 29-13-9, NMSA 1978, as amended, and the Governmental Unit’s Resolution No. 2019-21, adopted on October 28, 2019 (the “Resolution”). The Loan Agreement has been executed and delivered to provide funds for the costs of purchasing two new police interceptor vehicles and related equipment and to pay the Processing Fee, as described in the Loan Agreement.

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

Based on our examination, we are of the opinion that, under existing laws, regulations, rulings and judicial decisions as of the date hereof, subject to the provisions of federal bankruptcy law and other laws affecting creditors’ rights and further subject to the exercise of judicial

December 6, 2019

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discretion in accordance with general principles of equity and the assumptions, qualifications and limitations contained in this opinion:

1. The Resolution creates a valid and binding special limited obligation of the Governmental Unit enforceable in accordance with its terms and creates the pledge of the State Law Enforcement Protection funds (the “Pledged Revenues”) which it purports to create.

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

3. The Loan Agreement is a valid and binding special limited obligation of the Finance Authority, enforceable against the Finance Authority in accordance with its terms and provisions.

4. The Loan Agreement is payable solely from, and such payment is secured by a valid and binding first lien (but not an exclusive first lien) on the Pledged Revenues and on a parity with the lien thereon of other outstanding obligations secured by a first lien on the Pledged Revenues as set forth in the Loan Agreement. The Finance Authority has no right to have taxes levied by the Governmental Unit for the payment of principal of or interest on the Loan Agreement and the Loan Agreement does not represent or constitute a debt or a pledge of, or a charge against, the general credit of the Governmental Unit.

5. Assuming continuing compliance by the Finance Authority and the Governmental Unit with the requirements of the Internal Revenue Code of 1986, as amended (the “Code”), with the covenants of the Governmental Unit regarding the use, expenditure and investment of Loan Agreement proceeds and assuming the accuracy of certain representations of the Finance Authority and the Governmental Unit, interest on the Loan Agreement is excludable from gross income of the owners of the Loan Agreement for purposes of federal income taxation. Failure of the Governmental Unit to comply with its covenants and with the requirements of the Code may cause interest on the Loan Agreement to become includable in gross income for federal income tax purposes retroactive to the date of the Loan Agreement.

6. Interest on the Loan Agreement is excluded from net income of the owners thereof for State of New Mexico income tax purposes.

7. The Loan Agreement may be pledged as an “Additional Pledged Loan” or as a “Loan” under the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and BOKF, NA, as successor trustee (the “Trustee”), or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as determined by the Finance Authority pursuant to a pledge notification or supplemental indenture.

December 6, 2019

Page 3

We express no opinion with respect to the provisions of the Loan Agreement and the Resolution with respect to indemnification, provisions requiring that amendments be in writing or payment of attorneys' fees. Other than as described in this opinion, we have not addressed nor are we opining on the tax consequences to any person of the investment in, or the receipt of interest on, the Loan Agreement.

This opinion letter is limited to matters expressly stated in this opinion letter and no opinion is inferred or may be implied beyond the matters expressly stated in this opinion letter.

We express no opinion as to, or the effect or applicability of, any laws other than the laws of the State of New Mexico and the federal laws of the United States of America. The opinions expressed herein are based only on the laws in effect as of the date hereof, and in all respects are subject to and may be limited by future legislation, as well as developing case law. We undertake no obligation to update or modify this opinion for any future events or occurrences, including, but not limited to, determining or confirming continuing compliance by the Finance Authority and the Governmental Unit with the requirements of the Code.

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

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

Very truly yours,

SUTIN, THAYER & BROWNE
A Professional Corporation

\$95,718
TOWN OF MESILLA, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY
PUBLIC PROJECT REVOLVING FUND LOAN
Loan No. PPRF-5037

Closing Date: December 6, 2019

TRANSCRIPT OF PROCEEDINGS
INDEX

1. Open Meeting Act Resolution No. 2019-02 adopted March 11, 2019
2. Loan Resolution No. 2019-21, adopted October 28, 2019, Agenda, and the Affidavit of Publication of the Notice of Adoption of Resolution in the *Las Cruces Sun News*
3. Loan Agreement
4. Intercept Agreement
5. General and No Litigation Certificate
6. Arbitrage and Tax Certificate with Form 8038-GC and evidence of filing and Finance Authority Tax Representations Certificate
7. Delivery, Deposit and Cross-Receipt Certificate
8. Pledged Revenue Certificate
9. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan Counsel to the Finance Authority
10. Finance Authority Application and Project Approval (informational only)

TRANSCRIPT DISTRIBUTION LIST

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



Town of Mesilla, New Mexico

RESOLUTION NO. 2019-22

A RESOLUTION AUTHORIZING PARTICIPATION IN THE LOCAL GOVERNMENT TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the Town of Mesilla and the New Mexico Department of Transportation have entered into a grant agreement under the Local Government Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be \$844,000 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation’s share shall be 95% or \$801,800 and
- b. Town of Mesilla’s proportional matching share shall be 5% or \$42,200

TOTAL PROJECT COST IS \$844,000

The Town of Mesilla shall pay all costs, which exceed the total amount of \$844,000

NOW THEREFORE, be it resolved in open session that Town of Mesilla determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2022 and the Town of Mesilla incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW THEREFORE, be it resolved by the Town of Mesilla to enter into Cooperative Agreement for Project Control Number LP10004 with the New Mexico Department of Transportation for LGTPF Program for year 2019 for **Calle del Norte Multi-Use Path Phase II – Design, right-of-way acquisition, full construction, drainage improvements, construction management and miscellaneous improvements** within the control of the Town of Mesilla in New Mexico.

PASSED AND APPROVED this 28th day of October 2019.

Nora Barraza, Mayor

ATTESTED:

Cynthia Stoechner-Hernandez
Town Clerk/Treasurer

Contract No. _____
 Vendor No. 0000046323
 Control No. LP10004

**LOCAL GOVERNMENT TRANSPORTATION PROJECT FUND
 GRANT AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Town of Mesilla** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Transportation Project Funds (LGTPF) to the Public Entity for the following project scope **Calle del Norte Multi-Use Path Phase II - Design, right-of-way acquisition, full construction, drainage improvements, construction management and miscellaneous improvements** (Project or CN LP10004). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is Eight Hundred Forty Four Thousand Dollars and No Cents (**\$844,000**) to be funded in proportional share by the parties as follows:
 - 1. Department's share shall be 95% **\$801,800.00**
 Calle del Norte Multi-Use Path Phase II - Design, right-of-way acquisition, full construction, drainage improvements, construction management and miscellaneous improvements
 - 2. The Public Entity's required proportional matching Share shall be 5% **\$42,200.00**
 For purpose stated above
 - 3. Total Project Cost **\$844,000.00**
- b. The Public Entity is responsible for all costs that exceed Project funding.
- c. All allocated funds must be spent by **June 30, 2022**.
- d. The Public Entity represents that no federal funds will be used to finance the Project.
- e. The Public Entity must repay Project funding to the Department if:
 - 1. The Project is cancelled or partially performed.
 - 2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

- a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
 - 1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
 - 2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
 - 3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.
- b. Will not:
 - 1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
 - 2. Have any involvement in the construction phase;
 - 3. Be involved in permit preparation or the review or coordination with regulatory agencies.
 - 4. Conduct periodic assurance inspections or comparison material testing.
 - 5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.
- c. May perform Project monitoring that might consist of the following:
 - 1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
 - 2. Request written Project status reports.
 - 3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.
- d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.
- e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.
- d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.
- e. Have sole responsibility and control of all project phases and resulting quality of the completed work.
- f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:
 - 1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and
 - 2. Design and construct the Project in accordance with standards established by the Department.

- g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Exhibit B.
- h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
- j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
- k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
- l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
- m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
- n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
- o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- c. Pursuant to NMSA 1978, Section 67-3-78, Local Government Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- d. The requirements of 18.27.6 NMAC are incorporated by reference.
- e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of Completion or (b) **June 30, 2022**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60)

days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.

If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform

with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity and the Legislature this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its

choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: *Cynthia A. Christ*
Assistant General Counsel

Date: 9-26-19

Town of Mesilla

By: _____

Date: _____

Title: _____

Attest: _____

Title: _____

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP10004

I, _____, in my capacity as _____ of _____ certify in regard to Control No. **LP10004**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of _____, with New Mexico Department of Transportation 95% share of _____ and the Public Entity share of _____ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _____ of _____, 20_____

In Witness Whereof, _____ in his/her capacity as _____ of _____ certify that the matters stated above are true to his/her knowledge and belief.

Town of Mesilla

By: _____ Date: _____

Title: _____ Date: _____

ATTEST:

By: _____ Date: _____

Public Entity Clerk

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.