



THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA WILL HOLD A WORK SESSION ON MONDAY, AUGUST 27, 2018 AT 5:30 P.M. IN THE BOARD ROOM OF THE MESILLA TOWN HALL.

- A presentation on projects on the 2020-2024 Local Government Infrastructure Capital Improvements Plan (ICIP) to be submitted to the State. – **Debbie Lujan, Public Works Director.**

THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA WILL HOLD A REGULAR BOARD MEETING ON MONDAY, AUGUST 27, 2018 AT 6:00 P.M. IN THE BOARD ROOM OF THE MESILLA TOWNHALL.

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL & DETERMINATION OF A QUORUM
3. PRESENTATIONS:
  - A. A Presentation of life saving awards. – **Nora L. Barraza, Mayor.**
  - B. A Presentation to Planet Fireworks/Nevarez Family for their contributions to the Town of Mesilla throughout the years. – **Nora L. Barraza, Mayor.**
4. **CLOSED SESSION** – pursuant to NMSA 1978 Chapter 10-15-1(H)(2): discussion limited to personnel matters in the Public Works Department. – **Nora L. Barraza, Mayor.**
5. **PUBLIC INPUT** – The public is invited to address the Board for up to 3 minutes.
6. **CHANGES TO THE AGENDA & APPROVAL**
7. **\*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** – Regular meeting of August 13, 2018.
  - B. **\*PZHAC Case 060774** – 2782 Calle de San Albino, submitted by John Wright; a request for a building permit to allow the construction of an adobe wall along the north property line of a residential property at this address. Zoned: Historic Residential (HR).
  - C. **\*PZHAC Case 060775** – 2612 Calle Cuarta, submitted by Oscar and Cleo Fietze; a request for a building permit to enable a 6 ft x 10 ft wooden shed to be constructed behind a carport on a residential property at this address. Zoned: Historical Residential (HR).
8. **NEW BUSINESS:**
  - A. **Resolution 2018-16:** A Resolution declaring surplus property to be nonessential for Government Functions to be sold pursuant to NMSA §3-54-2. – **Cynthia Stoechner-Hernandez, Clerk/Treasurer.**
  - B. **Resolution 2018-17:** A Resolution approving a job description for a Community Services Officer position. – **K.C. Alberg, Marshal.**
  - C. **Resolution 2018-18:** A resolution adopting an Infrastructure Capital Improvements Plan (ICIP) for 2020-2024. – **Debbie Lujan, Public Works Director.**
  - D. **Resolution 2018-19:** A resolution authorizing the participation of the Town of Mesilla in the Capital Outlay Program administered by the New Mexico Department of Transportation. – **Debbie Lujan, Public Works Director.**

- E. **For approval/discussion:** an agreement with Souder, Miller and Associates (SMA) for employment augmentation. – **Nora L. Barraza, Mayor.**

**9. BOARD OF TRUSTEE COMMITTEE REPORTS**

**10. BOARD OF TRUSTEE/STAFF COMMENTS**

**11. ADJOURNMENT**

**NOTICE**

If you need an accommodation for a disability to enable you to fully participate in the hearing or meeting, please contact us at 524-3262 at least 48 hours 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](http://www.mesillanm.gov). You may request to be added to the Mesilla Agenda E-Mailing list by calling or e-mailing Cynthia Stoechner-Hernandez, Clerk/Treasurer, at 524-3262 or [cynthias-h@mesillanm.gov](mailto:cynthias-h@mesillanm.gov).

Posted 8/24/18 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  
BOARD MEETING  
MONDAY, AUGUST 13, 2018  
6:00 P.M.**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

**TRUSTEES:** Nora L. Barraza, Mayor  
Jesus Caro, Mayor Pro Tem  
Carlos Arzabal, Trustee  
Veronica Garcia, Trustee  
Stephanie Johnson-Burick, Trustee

**STAFF:** Cynthia Stoenner-Hernandez, Town Clerk/Treasurer  
Debbie Lujan, Public Works Director  
Enrique Salas, Lieutenant  
Gloria Maya, Recorder

**PUBLIC:** Gafford, Scott  
Armijo, Lupe  
Merrick, Adrianna  
Father Christopher  
Krueger, Susan  
Biad, Anna  
Merrick, Steven  
McCatherin, John  
Ogas, Natalie

**1. PLEDGE OF ALLEGIANCE**  
Mayor Barraza led the Pledge of Allegiance.

**2. ROLL CALL & DETERMINATION OF A QUORUM**  
**Roll Call.**

**Present: Mayor Barraza, Mayor Pro Tem Caro, Trustee Arzabal, Trustee Garcia, Trustee Johnson-Burick.**

**3. PRESENTATIONS:**  
Presentation of life saving awards. – **Nora L. Barraza, Mayor. *Removed from agenda***

**4. CLOSED SESSION** – pursuant to NMSA 1978 Chapter 10-15-1(H)(2): discussion limited to personnel matters in the Marshal’s Department – **Nora L. Barraza, Mayor. *Remove from***

1 *agenda*

2  
3 **5. PUBLIC INPUT** – The public is invited to address the Board for up to 3 minutes.  
4 No public input

5  
6 **6. CHANGES TO THE AGENDA & APPROVAL**  
7 Trustee Johnson-Burick asked if items (New Business) c, d, and e will be removed.  
8  
9 Mayor Barraza recommended postponing item (New Business) e.

10  
11 **Motion: To approve agenda as amended, Moved by** Trustee Arzabal, **Seconded by** Trustee Johnson-  
12 Burick.

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

19  
20 **7. \*APPROVAL OF CONSENT AGENDA** – The Board will be asked to approve by one  
21 motion the following items of recurring or routine business. The Consent Agenda is  
22 marked with an asterisk \*:  
23 Trustee Arzabal requested placing items (New Business) b, c, f, g and h on the consent agenda.

24  
25 **Motion: To approve Consent Agenda as amended, Moved by** Trustee Arzabal, **Seconded by** Trustee  
26 Johnson-Burick.

27  
28 **Roll Call Vote: Motion passed (summary: Yes = 4).**  
29 **Mayor Pro Tem Caro Yes**  
30 **Trustee Arzabal Yes**  
31 **Trustee Garcia Yes**  
32 **Trustee Johnson-Burick Yes**

33  
34 **A. \*BOT Minutes** – Regular meeting and work session of July 23, 2018. *Approved by*  
35 *consent agenda*

36 **B. \*PZHAC Case 060736/CONDITION** – 2472 Calle de Cura, submitted by Maria Rios; a  
37 request for a building permit to allow a freestanding carport to be constructed on a  
38 residential property at this address. Zoned: Historical Residential (HR) *Approved by*  
39 *consent agenda*

40 **C. \*PZHAC Case 060748** – 2729 Calle de San Albino, submitted by Natalie B. Ogaz, a  
41 request for a building permit to construct a new residence at this address. Zoned: Historic  
42 Residential (HR). *Approved by consent agenda*

43 **D. \*PZAHAC Case 060752/CONDITION** – 2270 Calle Principal, submitted by R. Builders  
44 Inc. for the Las Cruces Diocese; a request for a building permit to allow the installation of  
45 an exterior door on the religious store at this address, across from the church. Zoned:  
46 Historical Commercial (HC). *Approved by consent agenda*

47 **E. \*PZHAC Case 060747** – 2631 Calle de Santa Ana, submitted by Christina R. Zamarripa; a  
48 request for a building permit to allow a wooden fence to be installed on a residential  
49 property at this address. Zoned: Historical Residential (HR). *Approved by consent agenda*

- 1           **F. \*PZHAC Case 060763** – 2557 Calle de Parian, submitted by Andrea Bryan; a request for a  
2 building permit to allow the construction of a wall across part of the front yard of a  
3 residential property at this address. Zoned: Historical Residential (HR) **Approved by**  
4 **consent agenda**
- 5           **G. \*PZHAC Case 060764/CONDITION** – 2355 Calle de Guadalupe, submitted by Tenniel  
6 and Heather Salopek; a request for a building permit to allow the replacement of a front  
7 door and repainting of window trim on a commercial shop at this address. Zoned: Historical  
8 Commercial (HC) **Approved by consent agenda**
- 9           **H. \*PZHAC Case 060769**– 2557 Calle de Parian, submitted by Andrea Bryan; a request for a  
10 building permit to allow the replacement of a window with a door and a small portico over  
11 the door on a dwelling at this address. Zoned: Historical Residential (HR) **Approved by**  
12 **consent agenda**
- 13           **I. \*PZHAC SUP18-002** – Submitted by Anna Biad, a request for a Special Use Permit to  
14 allow a for-profit private school to expand into a building on an adjacent property at 1750  
15 Avenida de Mercado, formerly occupied by a proposed day care center (“Round Table  
16 Academy”). Zoned: General Commercial (C). **Approved by consent agenda**

17  
18           **8. NEW BUSINESS:**

19                           **\*\*A public hearing must be held prior to approval of item A\*\***

20 **Motion: To close Regular Meeting and open Public Hearing, Moved by Trustee Arzabal, Seconded**  
21 **by Trustee Garcia.**

22  
23 **Roll Call Vote: Motion passed (summary: Yes = 4).**

24 **Mayor Pro Tem Caro   Yes**  
25 **Trustee Arzabal       Yes**  
26 **Trustee Garcia        Yes**  
27 **Trustee Johnson-Burick   Yes**  
28

29 Ms. Susan Krueger stated there needs to be a description of the barrier to be used. In the past glasses or  
30 cups of beers were passed to an individual standing on the sidewalk through the lattice. The barrier being  
31 used should go before Planning and Zoning.

32  
33 **Motion: To close Public Hearing and open Regular Meeting, Moved by Trustee Arzabal, Seconded**  
34 **by Trustee Garcia.**

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

37 **Mayor Pro Tem Caro   Yes**  
38 **Trustee Arzabal       Yes**  
39 **Trustee Garcia        Yes**  
40 **Trustee Johnson-Burick   Yes**  
41

- 42           **A.** For approval: a restaurant Beer and Wine Liquor license with on premises consumption  
43 only with patio service for Don Felix Café, 2410 Calle de Principal, Ste. D. – **Cynthia**  
44 **Stoehner-Hernandez, Clerk/Treasurer.**

45 Mayor Barraza stated the applicant will need to insure all required documents are submitted to the state.  
46

1 **Motion: To approve a restaurant Beer and Wine Liquor license with on premises consumption only**  
2 **with patio service for Don Felix Café, 2410 Calle de Principal, Ste. D, Moved by Trustee Arzabal,**  
3 **Seconded by Trustee Johnson-Burick.**

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

6 **Mayor Pro Tem Caro Yes**

7 **Trustee Arzabal Yes**

8 **Trustee Garcia Yes**

9 **Trustee Johnson-Burick Yes**

10  
11 **B.** For Approval: an agreement between the Department of Game and Fish and the Town of  
12 Mesilla for the housing of a Mesilla Fire Truck at the former Mesilla Valley Bosque State  
13 Park. – **Kevin Hoban, Fire Chief/Cynthia Stoechner-Hernandez, Clerk/Treasurer.**  
14 ***Approved by consent agenda***

15  
16 **C.** For Approval: an agreement between the Las Cruces Public Schools and the Town of  
17 Mesilla for one School Resource Officer and one Community Services Officer in the  
18 amount of \$86,027.30. – **K.C. Alberg, Marshal. *Approved by consent agenda***

19  
20 **D.** For Approval: a job description for a Community Services Officer. – **K.C. Alberg,**  
21 **Marshal.**

22 Mayor Barraza stated the Las Cruces Public Schools is staffing and funding at each high and middle  
23 school with SRO officers and Community Services Officers.

24  
25 Mayor Barraza stated the position will be posted internally and process will be followed.

26  
27 She requested a job description to present to the board for approval.

28  
29 **Motion: To approve a job description for a Community Services Officer, as amended, Moved by**  
30 **Trustee Arzabal, Seconded by Mayor Pro Tem Caro.**

31  
32 Trustee Johnson-Burick reviewed her concerns with the agreement between Town of Mesilla and the Las  
33 Cruces Public Schools. She also reviewed her concerns with the job description.

34  
35 Mayor Barraza responded Marshal Alberg included the wrong job description. She cannot ask the board  
36 to approve it at this time.

37  
38 **Roll Call Vote On Original Motion As Amended: Motion passed (summary: Yes = 4).**

39 **Mayor Pro Tem Caro Yes**

40 **Trustee Arzabal Yes**

41 **Trustee Garcia Yes**

42 **Trustee Johnson-Burick Yes**

43  
44 **Motion: To amend original motion and to postpone until next Board of Trustee's meeting, Moved**

1 by Mayor Pro Tem Caro, **Seconded by** Trustee Garcia.

2  
3 **Roll Call Vote: Motion passed (summary: Yes = 4).**

4 **Mayor Pro Tem Caro Yes**

5 **Trustee Arzabal Yes**

6 **Trustee Garcia Yes**

7 **Trustee Johnson-Burick Yes**

8  
9 **E. For Approval: the hiring of a Community Services Officer as part of the agreement with**  
10 **the Las Cruces Public Schools. – K.C. Alberg, Marshal *Postponed***

11  
12 **F. Resolution 2018-13: A resolution in support of Reauthorization of and Full Funding for**  
13 **the Land and Water Conservation Fund. – Nora L. Barraza, Mayor. *Approved by***  
14 ***consent agenda***

15  
16 **G. Resolution 2018-14: A resolution to Oppose the transport of high level nuclear wastes**  
17 **and the Construction and Operation of Nuclear Waste Storage Facilities in New Mexico. –**  
18 **Mayor Pro-Tem Caro. *Approved by consent agenda***

19  
20 **H. Resolution 2018-15: A resolution by the Board of Trustees for Budget Adjustments. –**  
21 **Cynthia Stoechner-Hernandez, Clerk/Treasurer. *Approved by consent agenda***

22  
23 **9. \*STAFF REPORTS:**

24 Community Development

25 Finance Department

26 Marshal's Department

Community Programs

Fire Department

Public Works Department

27  
28 **10. BOARD OF TRUSTEE COMMITTEE REPORTS**

29 Trustee Johnson-Burick attended an MPO meeting.

30  
31 Mayor Barraza stated she also attended the MPO meeting. She asked for the status on the University  
32 Ave. project. NMDOT has requested funding for Phases B, C, and D. It is a collaborative project among  
33 Town of Mesilla, EBID, Las Cruces Public Schools and NMDOT.

34  
35 **11. BOARD OF TRUSTEE/STAFF COMMENTS**

36 Trustee Johnson-Burick stated she would like an email reminder regarding the ICIP meeting.

37  
38 Ms. Lujan stated she will provide a worksheet to the board.

39  
40 Mayor Barraza stated there will be a worksession on the ICIP prior to approval.

41  
42 Trustee Arzabal stated the schools are focusing on safety. Staff attended Active Shooter Training. He  
43 thanked the board for approving agreement for School Resource Officer.

1  
2 Trustee Garcia stated she saw the [ICIP] meeting posting on Friday morning. She asked for staff to email  
3 the board instead of seeing it at the Post Office.

4 Mayor Barraza stated staff needs to email the trustees regarding meetings.

5  
6 Mayor Barraza continued the MPO meeting is being moved up a week. The New Mexico Municipal  
7 League Conference will be held in Roswell August 28th through 31<sup>st</sup>; contact Ms. Stoechner-Hernandez if  
8 they are planning to attend. This week we will be meeting with County Clerk Krahlring regarding  
9 changing the election process. Mandatory Training will be held on Friday, August 17<sup>th</sup>; offices will be  
10 closed 10:00 a.m. to 2:00 p.m. Next Board of Trustee meeting will be held August 27<sup>th</sup>; worksession on  
11 ICIP prior to the regular meeting.

12  
13 **12. ADJOURNMENT**

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

15  
16 **MEETING ADJOURNED AT 6:33 P.M.**

17  
18 **APPROVED THIS 27<sup>th</sup> DAY OF AUGUST, 2018.**

19  
20  
21 \_\_\_\_\_  
22 Nora L. Barraza  
23 Mayor  
24  
25

26 **ATTEST:**

27  
28  
29 \_\_\_\_\_  
30 Cynthia Stoechner-Hernandez  
31 Town Clerk/Treasurer

32 **Roll Call Vote:**

33 **Mayor Barraza** \_\_\_\_\_

34 **Mayor Pro-Tem Caro** \_\_\_\_\_

35 **Trustee Garcia** \_\_\_\_\_

36 **Trustee Arzabal** \_\_\_\_\_

37 **Trustee Johnson-Burick** \_\_\_\_\_



## **AUGUST 20, 2018 PZHAC CASES TO THE BOT**

### **Building Permits**

1. **Case 060774** – 2782 Calle de San Albino, submitted by John Wright; a request for a building permit to allow the construction of an adobe wall along the north property line of a residential property at this address. Zoned: Historic Residential (HR)
2. **Case 060775** – 2612 Calle Cuarta, submitted by Oscar and Cleo Frieze; a request for a building permit to enable a 6ft x 10ft wooden shed to be constructed behind a carport on a residential property at this address. Zoned: Historical Residential (HR) (**Discussed during Work Session – Item 4**)

**PZHAC ACTION FORM**  
**BUILDING PERMIT REQUEST CASE 060774**  
**[PZHAC REVIEW – 8/20/18]**

**Item:**

**Case 060774** – 2782 Calle de San Albino, submitted by John Wright; a request for a building permit to allow the construction of an adobe wall along the north property line of a residential property at this address. Zoned: Historic Residential (HR)

**Staff Analysis:**

The applicant would like to construct an adobe wall along the north property line. The wall, which will be between 4 to 5 ½ feet tall, will extend 138 feet along the north property line (inside the tree line) to the east and west property lines, where it will extend on these property lines from six to nine feet (see attached site diagram and photos). In addition to delineating the property line, the main purpose of the wall will be to retain water run-off resulting from recent new construction on the property. According to the applicant, the finish and appearance of the wall will be similar to a wall that was recently completed on the corner of Calle de San Albino and Calle de Colon (see attached photos).

The wall will need to meet clear-sight-triangle requirements at the ends near the applicant’s driveways.

**Estimated Cost: @ \$4000.00**

**Consistency with the Code:**

**Chapter 18.35 Historic Residential Zone**

**18.35.040 New structures.**

New structures may be built in this zone providing the exterior appearance of the structure is approved by the commission. [Ord. 94-06 § 1; prior code § 11-2-11.4.D]

The proposed wall appears to be compliant with all other applicable Codes concerning residential construction in the Historic Residential (HR) zone.

**Findings:**

- The PZHAC has jurisdiction to review and recommend approval of this request to the BOT.
- The proposed work consists of construction 4 to 5½ foot high by 138 foot long adobe wall that will run along the north property line.
- The proposed wall will retain run-off created by new construction on the property.
- The proposed wall appears to meet all applicable sections of the Code with respect to construction of new dwellings in the HR zoning district.

**PZHAC ACTION:**

*The PZHAC voted 3 – 0 to recommend APPROVAL of the permit as requested to the BOT.*

**BOT OPTIONS:**

1. Approve the proposed changes as approved by the PZHAC.
2. Approve the proposed changes with conditions.
3. Reject the application.

**BOT ACTION:**

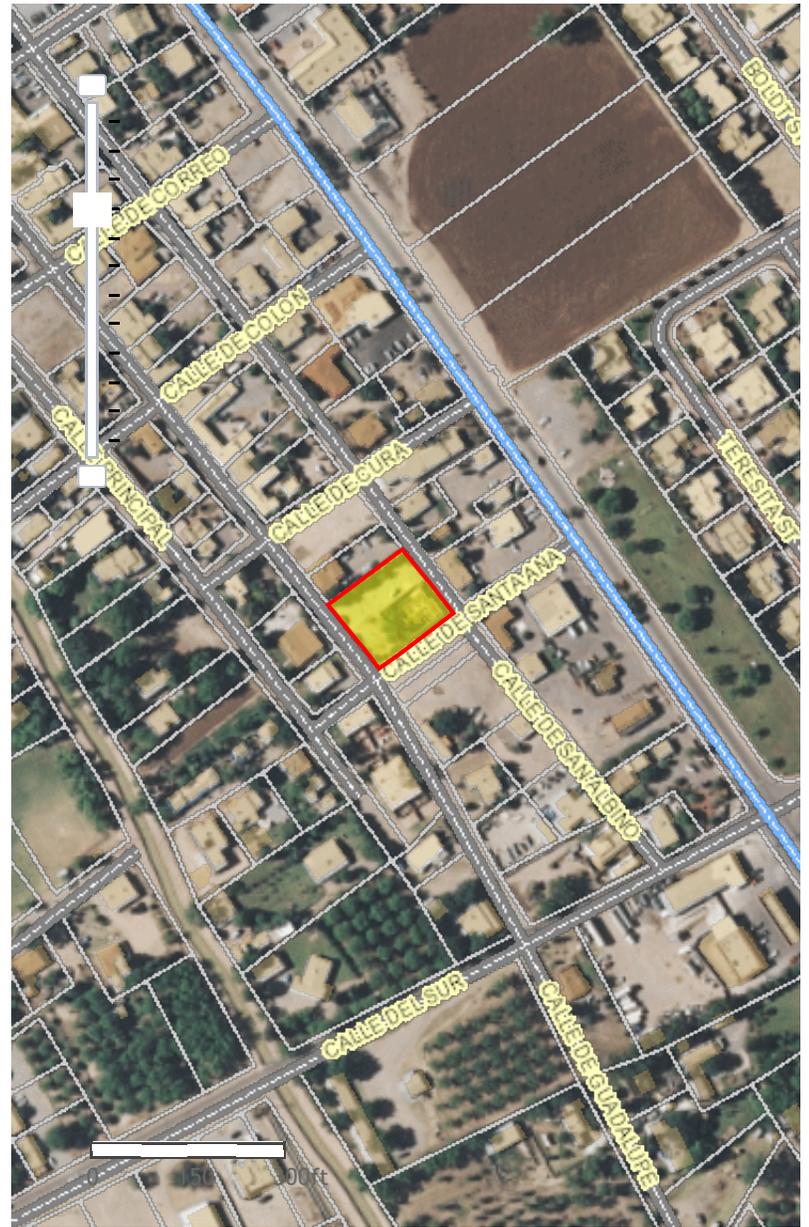
# Do?a Ana County Zoning Map




## Layer Visibility:

- Roads
- Buildings
- City Limits

Parcel ID: [04-00652](#)  
 Map Code: [4-006-138-315-007](#)  
 NAME: WRIGHT JOHN  
 NAME2:  
 Mail Address: PO BOX 566  
 CITY: MESILLA  
 STATE: NM  
 ZIP: 88046-0566  
 LOT:  
 BLOCK:  
 Subdivision:  
 Condo Name:  
 Condo Unit:  
 Mobile Homes: 0  
 Clerk Record: 1527046  
 RTS: 1E 23S 36  
 Property Address: 2782 CALLE DE SAN ALBINO  
 Acres: 0.36



Parcel ID	Map Code	Owner 1	Owner 2	Address	City	State
-----------	----------	---------	---------	---------	------	-------

--	--	--	--	--	--	--

**PHOTOS OF THE NEW STRUCTURE AND THE PROPOSED LOCATION OF THE WALL  
(FROM CALLE DE SAN ALBINO)**



**PHOTOS OF THE NEW STRUCTURE AND THE PROPOSED LOCATION OF THE WALL  
(FROM CALLE DE GUADALUPE)**

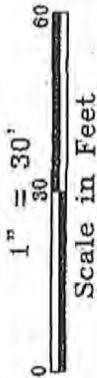






# PLAT OF SURVEY

OF A 0.3607 ACRE TRACT  
 LOCATED IN SECTIONS 25 & 36, T.23S., R.1E.  
 N.M.P.M. OF THE U.S.R.S. SURVEYS  
 TOWN OF MESILLA  
 DONA ANA COUNTY  
 NEW MEXICO



N89°05'11"W  
 3085.86'

INSTRUMENT OF RECORD:  
 FILED  
 Instrument #04-28042  
 OF THE DONA ANA COUNTY RECORDS

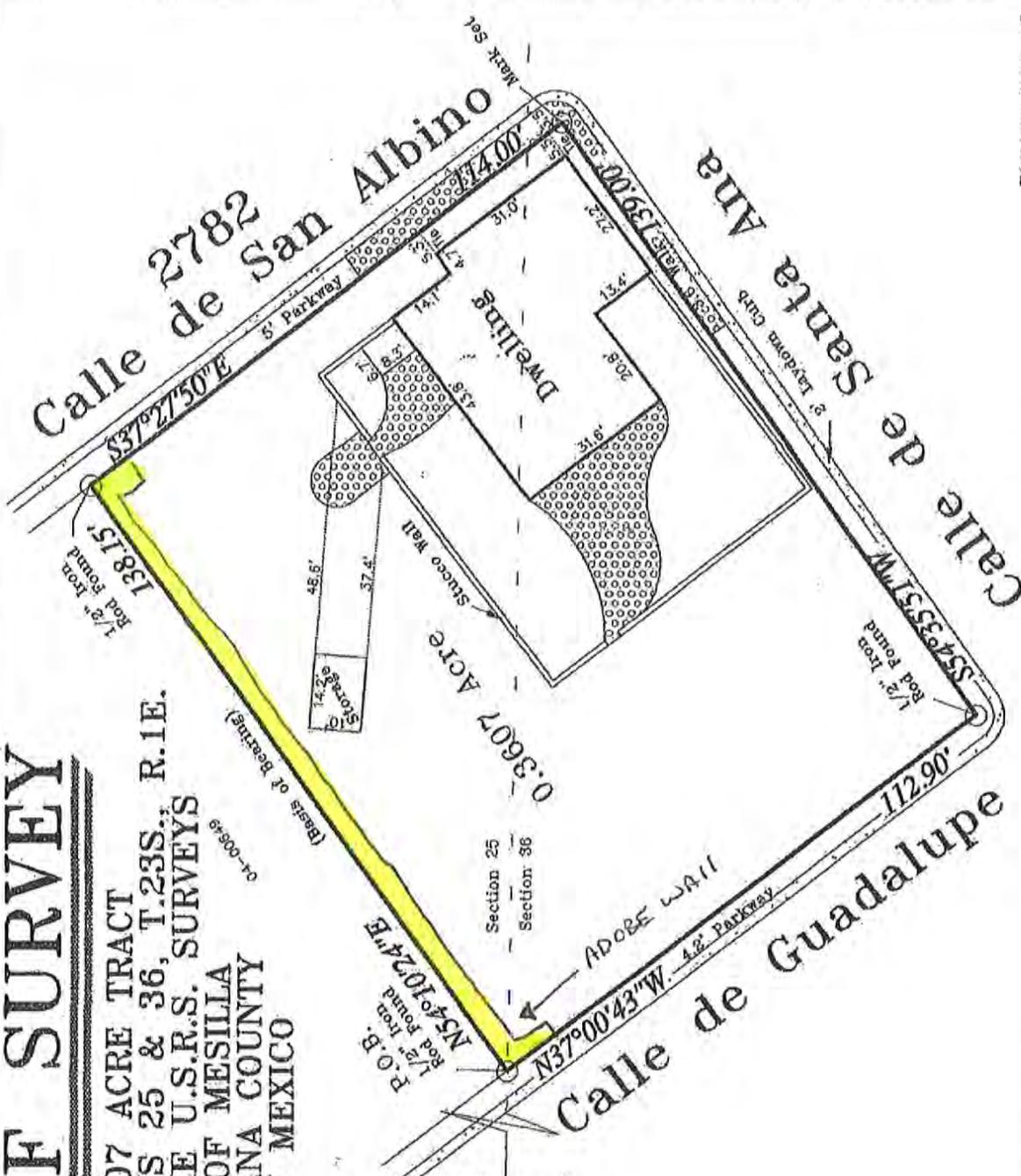
DRAWN BY:	S. Peale
FIELD BY:	E.R., C.S.
ASB NO.:	15-12-0405
DATE:	December 11, 2015



SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AND THAT IT IS TRUE AND CORRECT, MEETING THE STANDARDS AND CRITERIA OF THE STANDARDS FOR LAND SURVEYS IN NEW MEXICO AS ORDERED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

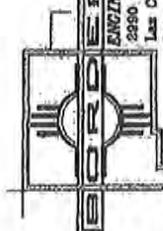
December 11, 2015  
 DATE OF SURVEY  
 TERRY G. SCANLON - P.S. NO. 9433  
 2990 N. Main Street, LAS CRUCES, NEW MEXICO 88001



NOTES:  
 THE BASIS OF BEARING IS THE EAST BOUNDARY.  
 ALL EASMENTS SHOWN HEREON ARE PER THE FILED INSTRUMENT OF RECORD, AS NOTED HEREON.  
 BEARINGS AND DISTANCES MATCH THAT OF RECORD, UNLESS OTHERWISE NOTED.  
 1/2" IRON RODS WITH YELLOW PLASTIC CAP LABELED NIPPS 9433 SET AT PROPERTY CORNERS OR AS NOTED HEREON.

PROPERTY IS IN AN "X" DESIGNATED ZONE,  
 AS SHOWN ON THE FLOOD INSURANCE RATE MAP  
 COMMUNITY PANEL NO. 35013C0663 5,  
 EFFECTIVE SEPTEMBER 27, 1991.

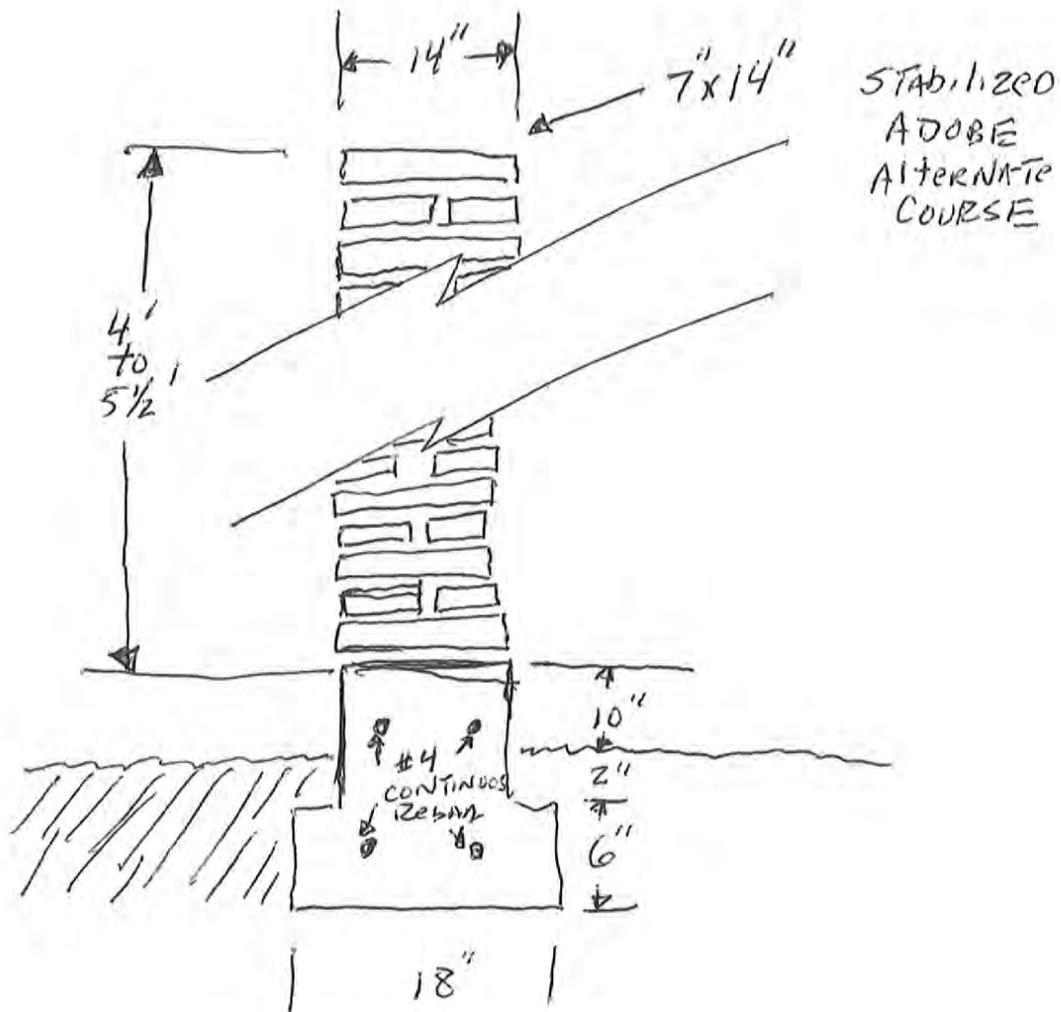
THIS IS A BOUNDARY SURVEY PLAT  
 OF AN EXISTING TRACT OF TRACTS  
 OF LAND, IT IS NOT A LAND  
 SURVEY AS DEFINED IN THE NEW MEXICO  
 SUBDIVISION ACT.



BERLAND  
 ENGINEERS AND SURVEYORS LLC  
 2990 N. MAIN STREET, STE. 3C  
 LAS CRUCES, NEW MEXICO 88001  
 PHONE: (575) 522-1443  
 FAX: (575) 522-9958



2782 CALLE DE SAN ALBINO



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

OBTAIN A COMMERCIAL/RESIDENTIAL BUILDING PERMIT

OFFICIAL USE ONLY:

Case # 060774

Fee \$ 16.50

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

CASE NO. 060774 ZONE: HR CODE: M1 APPLICATION DATE: 8/3/18

John Wright  
 Name of Applicant/Owner  
575-644-8202  
 Applicant's Telephone Number  
Box 566 Mesilla NM 8046  
 Applicant's/Owner's Mailing Address City State Zip Code  
John@ICEBoxBrewing.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: Build Adobe wall on N side of Property  
to retain water run off wall will have concrete footing  
f be 4' to 6 1/2' tall

\$ 4,000 Estimated Cost  
[Signature] Signature of Applicant  
7-18-18 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: REVIEW BY PZHAC & FINAL APPROVAL BY BOT REQUIRED  
INSP. BY CID MAY BE 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:

**BOT ACTION FORM**  
**BUILDING PERMITS 060775**  
**[PZHAC REVIEW – 8/20/2018]**  
**STAFF ANALYSIS**

**(Decision to be based on information presented during the Work Session – Item 4)**

**Items:**

**Case 060775** – 2612 Calle Cuarta, submitted by Oscar and Cleo Fietze; a request for a building permit to enable a 6ft x 10ft wooden shed to be constructed behind a carport on a residential 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 shed is 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 shed 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: @ \$5,000.00**

**Consistency with the Code:**

The PZHAC will need to determine that the proposed shed will be consistent with the development of land in the HR 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:**

- The PZHAC has jurisdiction to review and approve this request.
- The proposed work consists of constructing a small storage shed on a residential property at this address.
- The PZHAC has determined that the proposed alterations meet all applicable Code requirements.

**PZHAC ACTION:**

*The PZHAC voted 3 – 0 to recommend APPROVAL of the permit as requested to the BOT.*

**BOT OPTIONS:**

1. Approve the proposed changes as approved by the PZHAC.
2. Approve the proposed changes with conditions.
3. Reject the application.

**BOT ACTION:**

**PZHAC WORK SESSION**  
**AUGUST 20, 2018**  
**ITEM 4**

Submitted by Oscar and Cleo Frieze; a request to discuss plans to construct a 6ft x 10ft wooden shed behind a carport a residential property at 2612 Calle Cuarta this address (**Case 060775**). Zoned: Historical Residential (HR)

**Staff Analysis:**

The property currently contains a dwelling occupied by the applicants. The proposed shed is a 6 foot by 10 foot by 7 foot height wooden shed (see attached brochure) that is manufactured by a company called “Tuff Shed” and sold as a kit. The kit is delivered to the property by “Tuff Shed” and assembled on the property. The applicant would like to install the shed immediately behind the carport that is attached to the dwelling (see attached photos). The shed color will be similar to the existing dwelling.

The applicant would like to place the shed behind the carport to keep it as unobtrusive as possible, and to protect it from some of the elements. Also, the shed will be located behind the carport to use it as part of the house and carport.

It should be recommended that the shed be painted to match the color of the dwelling on the property.

**Estimated Cost: \$2000.00**

**Consistency with the Code:**

If the PZHAC determines that the shed will be compatible with the subject property and the surrounding properties, then the proposed dwelling will be consistent with the following sections of the Code:

**Chapter 18.35 HR – Historical Residential Zone**

The storage building should be compatible with the HR zoning of the property provided that it is painted to match the dwelling it is subordinate to.

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, especially with respect to proximity to the carport.

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 Search Type: Account Nu

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: [R0400503](#)

Parcel Number: 4006138157077

Owner: FRIETZE OSCAR C

Mail Address: PO BOX 454

Subdivision:

Property Address: 2612 CALLE CUARTA

Acres: 0.51





6x10 Tuft Shed  
2612 Calle Cuarta  
Docar + Cleo Friezz

BEST  
BETTER  
GOOD

## The Garden Series®

All buildings shown include optional accessories.

The entry price point product available at Tuff Shed factory-direct retail locations. Garden Series sheds offer Tuff Shed quality for even the budget-minded customer.

BEST  
BETTER  
GOOD

## The Premier Series®

All buildings shown include optional accessories.

Step up to Tuff Shed's legendary for their durability even patented features. The get more with Premier Series

5 YEAR LIMITED WARRANTY

### STANDARD FEATURES - QUALITY FROM THE START

#### ROOFING

- Rafters/Trusses Joined with Steel Plates
- 3-Tab Shingles w/ 25 Year Mfg's Warranty
- Roof system w/ 7/16" OSB Decking, 15# Felt Paper & Steel Drip Edge
- 4" (ranch or lean-to) or 3" (beam) Sidewall Eaves

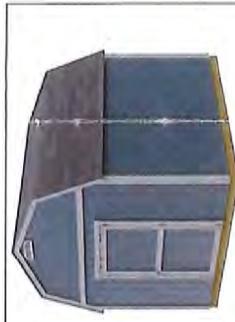
#### FLOORING

- 3/4" Interlocking Floor Decking
- Aluminum Threshold at Door
- 2x6 Treated Wood Floor Joists

#### DOORS

- Patented, Steel-Reinforced 4"x6" Doors, Sheeted on Both Sides
- 5" Patented, Locking "L" Handle
- Patented, Heavy-Duty Steel Hinges

6x10



#### ROOFING

- 7/16" LP® SilverTech Radiant Heat Barrier Roof Decking
- Upgraded Boxed Sidewall Eaves with 4" Fascia (ranches)

#### WALLS

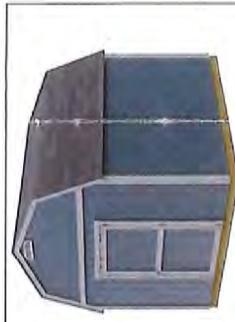
- Taller Walls w/ 2x4 Framing, 16" On-Center (see height chart)
- LP® SilverTech® Radiant Heat Barrier Siding (w/50 Year Warranty)

#### FLOORING

- 3/4" Treated LP® ProStr with SmartFinish
- 6" Tall Galvanized Steel

#### DOORS

- Larger, 6" Patented, Lot
- Taller 6'-7" Door (fall Ra



#### Garden Hutch

- Single Slope 3/12 Roof Pitch & 3-Tab Shingles
- 5'8" or 6'5" (on tall wall) Clear Interior Height
- 5'5" Tall Door Placed on Front (short) Wall
- 4" Block Sidewall Eave (short wall only)

WxLxH*	Base	w/Paint	Monthly*
4'x8'x7'6"	\$1,091	\$1,200	\$22
6'x6'x7'5"	\$1,198	\$1,318	\$25
6'x8'x7'5"	\$1,401	\$1,541	\$29
6'x10'x7'5"	\$1,572	\$1,729	\$32
6'x12'x7'5"	\$1,744	\$1,916	\$35
8'x8'x7'9"	\$1,519	\$1,671	\$31
8'x10'x7'9"	\$1,711	\$1,882	\$35
8'x12'x7'9"	\$1,925	\$2,118	\$40
10'x10'x8'1"	\$2,065	\$2,272	\$42
10'x12'x8'1"	\$2,343	\$2,577	\$48
10'x16'x8'1"	\$2,835	\$3,119	\$58

#### Garden Ranch

- Ranch Style 4/12 Roof Pitch & 3-Tab Shingles
- 5'8" Clear Interior Sidewall Height
- 6" Tall Door Placed on End Wall
- 4" Block Sidewall Eave

WxLxH*	Base	w/Paint	Monthly*
6'x6'x8'3"	\$1,476	\$1,624	\$30
6'x8'x8'3"	\$1,684	\$1,852	\$35
6'x10'x8'3"	\$1,923	\$2,115	\$39
6'x12'x8'3"	\$2,163	\$2,379	\$44
8'x8'x8'7"	\$1,965	\$2,162	\$40
8'x10'x8'7"	\$2,267	\$2,494	\$47
8'x12'x8'7"	\$2,527	\$2,780	\$52
8'x14'x8'7"	\$2,797	\$3,077	\$57
8'x16'x8'7"	\$3,067	\$3,374	\$63
10'x10'x8'10"	\$2,631	\$2,894	\$54
10'x12'x8'10"	\$2,932	\$3,225	\$60
10'x14'x8'10"	\$3,421	\$3,763	\$70
10'x16'x8'10"	\$3,619	\$3,981	\$74
10'x20'x8'10"	\$4,409	\$4,850	\$90
12'x12'x8'2"	\$3,431	\$3,774	\$70
12'x16'x8'2"	\$4,180	\$4,598	\$86
12'x20'x8'2"	\$4,960	\$5,456	\$102
12'x24'x8'2"	\$5,730	\$6,303	\$118
12'x26'x8'2"	\$6,343	\$6,977	\$130
12'x32'x8'2"	\$7,071	\$7,778	\$145

#### Garden Barn

- Barn Style 5/12 Roof Pitch & 3-Tab Shingles
- 5'8" Clear Interior Sidewall Height
- 6" Tall Door Placed on End Wall
- 8" Flat Sidewall Eave

WxLxH*	Base	w/Paint	Monthly*
6'x6'x9'6"	\$1,316	\$1,448	\$27
6'x8'x9'6"	\$1,519	\$1,674	\$31
6'x10'x9'6"	\$1,690	\$1,869	\$35
6'x12'x9'6"	\$1,904	\$2,094	\$39
8'x8'x10'6"	\$1,765	\$1,942	\$36
8'x10'x10'6"	\$1,990	\$2,189	\$41
8'x12'x10'6"	\$2,225	\$2,443	\$46
10'x10'x11'6"	\$2,471	\$2,719	\$51
10'x12'x11'6"	\$2,835	\$3,119	\$58
10'x16'x11'6"	\$3,446	\$3,790	\$71

#### Standard Ranch

- Ranch Style 4/12 Roof Pitch & 3-Tab Shingles
- 6'5" Clear Interior Sidewall Height
- 6" Tall Door Placed on Any Wall
- 4" Boxed Eave on Sidewalls

WxLxH*	Base	w/Paint	Monthly*
6'x6'x9'3"	\$1,715	\$1,887	\$35
6'x8'x9'3"	\$1,965	\$2,162	\$40
6'x10'x9'3"	\$2,246	\$2,471	\$46
6'x12'x9'3"	\$2,475	\$2,723	\$51
8'x8'x9'7"	\$2,329	\$2,562	\$48
8'x10'x9'7"	\$2,599	\$2,859	\$53
8'x12'x9'7"	\$2,911	\$3,202	\$60
8'x14'x9'7"	\$3,213	\$3,534	\$66
8'x16'x9'7"	\$3,525	\$3,878	\$72
10'x10'x9'10"	\$2,984	\$3,282	\$61
10'x12'x9'10"	\$3,348	\$3,683	\$69
10'x14'x9'10"	\$3,637	\$4,221	\$79
10'x16'x9'10"	\$4,066	\$4,473	\$83
10'x20'x9'10"	\$4,783	\$5,261	\$98
12'x12'x10'2"	\$3,920	\$4,312	\$80
12'x16'x10'2"	\$4,731	\$5,204	\$97
12'x20'x10'2"	\$5,543	\$6,097	\$114
12'x24'x10'2"	\$6,364	\$7,000	\$131
12'x26'x10'2"	\$7,040	\$7,744	\$144
12'x32'x10'2"	\$7,820	\$8,602	\$160
16'x20'x10'10"	\$7,175	\$7,983	\$147
16'x24'x10'10"	\$8,226	\$9,049	\$169

#### Tall Ranch

- Ranch Style 4/12 Roof Pitch & 3-Tab Shingles
- 7'5" Clear Interior Wall Height
- 6'7" Tall Door Placed on Any Wall
- 4" Boxed Eave on Sidewalls

WxLxH*	Base	w/Paint	Monthly*
6'x6'x10'2"	\$	\$	\$
6'x8'x10'2"	\$	\$	\$
6'x10'x10'2"	\$	\$	\$
6'x12'x10'2"	\$	\$	\$
8'x8'x11'2"	\$	\$	\$
8'x10'x11'2"	\$	\$	\$
8'x12'x11'2"	\$	\$	\$
8'x14'x11'2"	\$	\$	\$
8'x16'x11'2"	\$	\$	\$
10'x10'x12'2"	\$	\$	\$
10'x12'x12'2"	\$	\$	\$
10'x14'x12'2"	\$	\$	\$
10'x16'x12'2"	\$	\$	\$
10'x20'x12'2"	\$	\$	\$
12'x12'x13'2"	\$	\$	\$
12'x16'x13'2"	\$	\$	\$
12'x20'x13'2"	\$	\$	\$
12'x24'x13'2"	\$	\$	\$
12'x26'x13'2"	\$	\$	\$
16'x20'x15'2"	\$	\$	\$
16'x24'x15'2"	\$	\$	\$



PROFESSIONAL  
INSTALLATION INCLUDED

**VIEW OF DWELLING AND CARPORT FROM CALLE DE COLON**



**VIEW OF DWELLING AND CARPORT FROM CALLE DE COLON**



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

OFFICIAL USE ONLY:  
 Case # 060775  
 Fee \$ 77.00

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

CASE NO. 060775 ZONE: HR CODE: M1 APPLICATION DATE: 8/2/18

Name of Applicant/Owner: Oscar & Cleo FRIETZE (575) 621-1004 - 621-5789  
 Applicant's Telephone Number

Applicant's/Owner's Mailing Address: P.O. Box 457 Mesilla NM 88046  
 City State Zip Code

Applicant's/Owner's E-mail Address: N/A

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: 2612 Calle Cuarta Mesilla, NM 88046

Description of Proposed Work: 6 x 10 Tuff Shed Storage building

Estimated Cost: \$ 2,000.00 Signature of Applicant: [Signature] Date: 8-8-18

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 REQUIRED ; NO CHANGES TO DWELLING

PERMISSION ISSUED/DENIED BY: \_\_\_\_\_ ISSUE DATE: \_\_\_\_\_

- This Application will include the following, if checked:
- 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.
  - Site Plan with dimensions and details.
  - Proof of legal access to the property.
  - Drainage plan.
  - Architectural style and color scheme – diagrams or elevations (Historical and commercial zones only).
  - 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).
  - Other information as necessary or required by the City Code or Community Development:



**RESOLUTION NO. 2018-16**

**A RESOLUTION DECLARING SURPLUS PROPERTY TO BE NONESSENTIAL FOR GOVERNMENT FUNCTIONS TO BE SOLD PURSUANT TO NMSA §3-54-2.**

**WHEREAS**, the Board of Trustees of the Town of Mesilla finds surplus property to be nonessential for government functions; and

**WHEREAS**, pursuant to Section 3-54-2 of the New Mexico State Statutes, 1978, Annotated, the Town of Mesilla serves notice that the Town will hold a public auction in order to sell the items listed on Exhibit A.

**NOW THEREFORE BE IT RESOLVED THAT:**

- The Town of Mesilla may sell personal property having a value of more than two thousand five hundred dollars (\$2,500) at public or private sale. If a private sale is held under this subsection, such sale shall be held only after notice is published at least twice, pursuant to the provisions of Subsection J of Section 3-1-2 NMSA 1978, not less than seven days apart, with the last publication not less than fourteen days prior to the sale.
- If a public sale is held, the bid of the highest responsible bidder shall be accepted unless the terms of the bid do not meet the published terms and conditions of the municipality, in which event the highest bid which does meet the published terms and conditions shall be accepted; provided, however, a municipality may reject all bids. Terms and conditions for a proposed sale or lease shall be published at least twice, not less than seven days apart, with the last publication no less than fourteen days prior to the bid opening, and shall be published according to the provisions of Subsection J of Section 3-1-2 NMSA 1978.
- The Town of Mesilla may sell, at a private or public sale, exchange or donate real or personal property to the state, to any of its political subdivisions or to the federal government if such sale, exchange or gift is in the best interests of the public and is approved by the local government division of the department of finance and administration. The provisions of Section 6-6-11 NMSA 1978 shall not apply to such sale, exchange or a donation.

**PASSED, APPROVED AND ADOPTED** this 27th day of August 2018.

---

Nora L. Barraza  
Mayor

**ATTEST:**

---

Cynthia Stoechner-Hernandez  
Town Clerk-Treasurer

## Exhibit A

### VEHICLES

1996 Ford Styleside PU (PW Truck)

Minimum bid of \$700/will be listed on publicsurplus.com

1997 Ford F-150 PU (PW Truck)

Minimum bid of \$700/will be listed on publicsurplus.com

2005 Ford F150 (PW Truck)

Minimum bid of \$2,500/will be listed on publicsurplus.com

2005 Ford F150 (PW Truck)

Minimum bid of \$2,500/will be listed on publicsurplus.com

2005 Chevy Impala (Marshal Car)

Minimum bid of \$900/will be listed on publicsurplus.com



**RESOLUTION NO. 2018-17**

**A RESOLUTION APPROVING A JOB DESCRIPTION FOR A COMMUNITY SERVICES OFFICER (CSO) POSITION.**

**WHEREAS,** the Mayor and Board of Trustees of the Town of Mesilla hold the municipal powers conferred by state statute to operate the municipality; and

**WHEREAS,** the Mayor is the presiding officer of the Board of Trustees and is vested with the sovereign power for operating the municipality upon the consent and approval of the Trustees; and

**WHEREAS,** the Community Services Officer (CSO) position, are hired by the Marshal, with the consent of the Mayor and Board of Trustees and who reports to the Mayor and/or the Mayor's designated agent, has duties and tasks as spelled out in the job description;

**NOW THEREFORE, BE IT RESOLVED** that the attached job description constitutes the general duties and tasks of the afore mentioned and the general procedures to be observed by the said position.

**PASSED, ADOPTED AND APPROVED** on this 27<sup>th</sup> day of August 2018.

\_\_\_\_\_  
Nora L. Barraza  
Mayor

ATTEST:

\_\_\_\_\_  
Cynthia Stoechner-Hernandez  
Town Clerk-Treasurer

**Roll Call Vote:**  
**Mayor Barraza** \_\_\_\_\_  
**Mayor Pro-Tem Caro** \_\_\_\_\_  
**Trustee Garcia** \_\_\_\_\_  
**Trustee Arzabal** \_\_\_\_\_  
**Trustee Johnson-Burick** \_\_\_\_\_

**JOB TITLE:****COMMUNITY SERVICE OFFICER****DEPARTMENT:****MARSHAL****JOB SUMMARY:**

Under general supervision, and typically a limited law enforcement commission/partial deputization, the main purpose of this position is to assist the School Resource Officer(s) with school safety related activities. Under general supervision, in cooperation with Las Cruces Public Schools (LCPS)—through a Service Agreement for School Resource Officer (SRO)/Community Service Officer (CSO) Services—the CSO also ensures that all Mesilla Town Codes are enforced through the Mesilla Marshal's Department, except moving traffic violations. Assists in the maintenance of public order.

May perform certain duties in accordance with the Reserve Deputy Marshal I/II job description within the Criminal Investigations Section.

**MAJOR DUTIES:**

Performs general duty security and safety work involved in the protection of persons and property; assists in the prevention and investigation of crimes, and assists in the enforcement of laws, committed on or adjacent to school property. Counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student. Directs and regulates traffic in school zones. Assists other law enforcement officers with outside investigations concerning students attending the school(s) the SRO is assigned, as directed. May apprehend and/or detain trespassers or other violators when warranted, in the protection of lives and property. Conducts training presentations on safety and security issues related to the purpose of the position.

Transports students from other locations back to district facilities and vice versa. Transports victims and witnesses to designated places, as assigned.

Directs traffic at emergency or congested traffic areas or situations, as needed. Performs crossing guard duties. Monitors students' routes to school to identify safety and security threats. Assists with patrolling critical infrastructure, Town buildings and property. Serves subpoenas or other court processes, as assigned. May detain individuals under Section 30-21-3 NMSA (1978), or otherwise for trespassing related to Town properties, when warranted.

Organizes, coordinates and implements crime prevention programs and special community outreach activities for the Marshal's Department. Actively responds to public's concerns and requests for service and information. Encourages public involvement and develops creative approaches to public safety. Coordinates neighborhood activities designed to promote public safety and improve neighborhood quality of life. Provides information to the public in order to assist them in problem resolution and recommends resources and solutions for crime prevention problems; directs public to the appropriate police unit(s) and/or other resources outside of the department.

EMS: Requires training in Emergency Medical Services (EMS) to a level of Emergency Medical Responder (EMR) within the first 18 months of employment. To: render first-aid and practices trauma management; responds to emergency squad calls; operates squad at emergency speeds to achieve efficient response to emergency calls; evaluates emergency situations and determines most effective medical aid.

Evaluates patient's condition and/or injuries at accident scenes and/or medical emergencies and administers aid as per protocol; monitors patient's vital signs and provides basic life support until transported to hospital.

Operates resuscitation and suction devices during cardiopulmonary resuscitation; applies vacuum splints, cervical collars, backboards, and various other medical devices used to immobilize patients during extrication and transport. Performs related duties as required.

**JOB SPECIFICATIONS:**

- Knowledge in use of police radio, telephone, fire extinguisher and camera/related equipment.
- Knowledge of town policy and procedures; and, of the Mesilla Town Code Ordinances.
- Knowledge of traffic/ non-traffic citations and case reports processing and filing methods.
- Knowledge of computerized systems for maintaining logs for case reports, citations, crash reports, gas logs and burn permits.
- (If certified) Knowledge of criminal law and criminal procedures in regard to apprehension, arrest and custody of persons committing misdemeanor and felony crimes.
- Skill in safe driving, including proper emergency vehicle operation.
- Skill in oral, written and interpersonal communication; and, in dealing with the public.
- Skill in maintaining accurate records and preparing reports.
- Skill in performing basic mathematical calculations.
- Skill in utilizing such modern office equipment such as a computer, calculator, typewriter, copier, and printer.
- Skill in defensive tactics and less-lethal defensive equipment.
- Skill with firearms.

**SUPERVISORY CONTROLS:**

The Marshal oversees this position ensuring all records are maintained and all rules and regulations are being followed. The Mesilla Marshal assigns work in terms of general instructions. Completed work is reviewed for accuracy and compliance with policies and procedures. Direct supervision will be provided by the Lieutenant and/or the Detective.

**GUIDELINES:**

Guidelines include the Mesilla Town Code, the Mesilla Marshal's Department policies and procedures; and, the State of New Mexico laws and statutes.

**COMPLEXITY:**

The work consists of having good planning skills, extensive administrative duties, able to communicate well with the public, school staff, students, parents and others.

**SCOPE AND EFFECT:**

The purpose of this position is to enhance school safety and security. Ensures the Mesilla Town Code is enforced.

In accordance with Mesilla Town Code Chapter 2.45: "Reserve deputy marshals shall be appointed by the marshal and on the basis of job-related qualifications to serve at will without pay except as otherwise provided herein. The mayor upon any emergency, riot, invasion or at any time he/she deems it necessary for the peace, good order or health of the municipality shall direct the marshal to place into active duty reserve deputies for a specified time not to exceed five days without the approval of the board of trustees. Active reserve deputies shall have the authority and perform the duties of regular deputy marshals within the jurisdictional boundaries of the Town of Mesilla. Reserve deputies shall receive compensation in accordance with rules to be established by the marshal and subject to the board of trustees' budgetary approval. [Ord. 91-02 § 5; prior code § 3-4-4]"

**PERSONAL CONTACTS:**

Contacts consist of co-workers, other law enforcement agency employees, school administrators and staff, parents, students, and the general public. The position requires contact with the police officers and firefighters during the hours of operation. Contact with the general public which includes irate persons

which are part of ongoing investigations or who have had bad experiences with law enforcement.

**PURPOSE OF CONTACTS:**

Contacts are used in a variety of instances where information or training can be exchanged, or to solve problems on issues pertaining to this position. Purpose of contact is to assist the public with records and reports and to answer incoming phone calls. To assist the officers in the location of master files.

**PHYSICAL DEMANDS:**

Physical demands in field operations are substantial involving bending, stooping, crawling, balancing, and reaching below, at, or above shoulder height. Must be able to lift and carry up to 150 pounds when performing apprehending violators, assisting law enforcement personnel or performing EMS/rescue duties. Hand coordination and motor skills required when operating a catch pole, baton, Taser, OC spray/mace, hand-held radio, firearm, handcuffs, and performing first aid/CPR. Requires talking, hearing, and visual acuity sufficient to perform essential job functions. The office work is typically performed with the employee sitting at a desk with intermittent standing and walking.

**WORK ENVIRONMENT:**

*Environmental Factors*

Position functions indoors and outdoors and is exposed to all types of weather conditions; traffic noises; mechanical hazards; biohazards such as bodily fluids, feces, urine, animal bites, insect stings, exposure to zoonotic diseases; debris, fumes, odors, and dusts associated with crime and crash scenes. All protective clothing, equipment, and devices are required and provided by the department.

*Work Situation Factors*

Drug testing is required according to DOT regulations. Must comply with any work-related vaccination requirements, such as Hepatitis-B inoculation. Position is subject to competing demands such as extended work hours beyond regular shift when necessary; multiple tasks; strict deadlines; and exposure to serious bodily harm.

**SUPERVISORY AND MANAGEMENT RESPONSIBILITY:**

This position has no employees to supervise.

**MINIMUM QUALIFICATIONS:**

- High School Diploma or equivalent.
- Valid New Mexico Driver's License.
- No felony convictions, no misdemeanor convictions involving domestic violence or moral turpitude.
- Must be able to pass a rigid, comprehensive background investigation, which may include a polygraph examination and/or psychological evaluation.
- Must be a U.S. Citizen and legally able to carry and use firearms and ammunition.
- Current New Mexico Law Enforcement Certification or eligibility for Certification by Waiver is preferred, but not required. New Mexico Level III Security Guard training is required.
- Required to complete agency approved Reserve Police Officer or other approved basic law enforcement training within specified time frame (generally twelve months).
- Continuous satisfactory qualification scores on the New Mexico Department of Public Safety firearms qualifications for shotgun, rifle and/or pistol, as required by the Marshal.
- Good public relations skills.
- One year of experience in public safety (police, fire, EMS or animal control) is required.
- Bilingual proficiency in speaking English and Spanish languages is preferred.



**RESOLUTION NO. 2018-18**

**A RESOLUTION ADOPTING AN INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP) FOR 2020-2024.**

**WHEREAS,** the Town of Mesilla recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

**WHEREAS,** in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

**WHEREAS,** systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

**WHEREAS,** this process contributes to local and regional efforts in project identification and selection in short and long-range capital planning efforts.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF MESILLA** that:

1. The municipality has adopted the attached FY 2020-2024 Infrastructure Capital Improvements Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution No. 2017-17.

**PASSED, APPROVED and ADOPTED** by the Board of Trustees at its meeting of August 27, 2018.

**ATTEST:**

\_\_\_\_\_  
Cynthia Stoechner-Hernandez  
Town Clerk-Treasurer

\_\_\_\_\_  
Nora L. Barraza  
Mayor

**Roll Call Vote:**

**Mayor Barraza** \_\_\_\_\_

**Mayor Pro-Tem Caro** \_\_\_\_\_

**Trustee Garcia** \_\_\_\_\_

**Trustee Arzabal** \_\_\_\_\_

**Trustee Johnson-Burick** \_\_\_\_\_

**ICIP 2020-2024 Proposed**

Plan Rank	Project Title	Category	Funding					
2020-1	La Llorona Trail to Calle Del Norte Construct Multi-Use Path	Road/Streets/Bridges	LGRANT, SGRANT	82,130				
2020-2	Calle Parian Road Improvements	Road/Streets/Bridges	LGRANT, SGRANT, SLOAN, FGRANT	50,000				
2020-3	Mesilla Marshal Department Equipment	Public Safety Equipment	LGRANT, SGRANT	20,000				
2020-4	Wastewater Collection McDowell Rd Construction	Wastewater	LGRANT, SGRANT, SLOAN, FGRANT	57,000				
2020-5	Replace Plaza Lighting Lamp Post	Public Parks (local)	LGRANT, SGRANT, SLOAN, FGRANT	112,000				
			<b>TOTAL</b>	<b>321,130</b>				
2021-1	Mesilla Road Improvements, Calle de - Picacho, Cura, Segunda, Cuarta, San Albino, Oeste, Mesilla Farms, Paisano	Road/Streets/Bridges	LGRANT, SGRANT, SLOAN, FGRANT		2,094,970			
2021-2	SCADA System	Water	LGRANT, SGRANT, SLOAN, FGRANT		200,000			
2021-3	Parque de Los Leones de Mesilla Parking and Road Improvements	Public Parks (local) Roads/Streets/Bridges	LGRANT, SGRANT, SLOAN, FGRANT		220,000			
2021-4	Calle de Arroyo Drainage Improvements	Storm Drains	LGRANT, SGRANT, SLOAN, FGRANT		50,000			
2021-5	Generator for Lift Station and booster	Wastewater, Water	LGRANT, SGRANT, SLOAN, FGRANT		150,926			
			<b>TOTAL</b>		<b>2,715,896</b>			
2022-1	Storm Drain, Road Reconstruction & Utility Improvements Calle de Santiago	Road/Streets/Bridges	LGRANT, SGRANT, SLOAN, FGRANT				848,352	
2022-2	Sidewalks	Road/Streets/Bridges	LGRANT, SGRANT				250,000	
2022-3	Park Rehabilitate Up-Grade Equipment and Restroom Facilities	Public Parks (local)	LGRANT, SGRANT, SLOAN, FGRANT				400,000	
2022-4	Replace Waterlines, University Water Line Up-Grade, La Mesilla Circle Water Upgrades & Patch Road	Water	LGRANT, SGRANT, SLOAN, FGRANT				2,090,000	
2022-5	Sewer Line Extensions, Sewer Line Rehabilitation, Stythes and La MesillaCircle sewer line extension	Wastewater	LGRANT, SGRANT, SLOAN, FGRANT				2,831,000	
			<b>TOTAL</b>				<b>6,419,352</b>	
2023-01	Calle del Sur Rd. Widening, Storm Drain to accommodate all modes of transportation	Road/Streets/Bridges Storm Drains	LGRANT, SGRANT, SLOAN, FGRANT				1,015,000	
2023-02	Manhole Rehabilitation	Storm Drains	LGRANT, SGRANT, SLOAN, FGRANT				50,000	
2023-03	Storm Drain Repair, Video Inspection of Storm Drains	Storm Drains	LGRANT, SGRANT, SLOAN, FGRANT				175,000	
2023-04	Installation of Pedestrian Storm Drain Grates	Storm Drains	LGRANT, SGRANT, SLOAN, FGRANT				50,000	
2023-05	Install/Replace Fire Hydrants	Water	LGRANT, SGRANT, SLOAN, FGRANT				250,000	
			<b>TOTAL</b>				<b>1,540,000</b>	
2024-01	Rehabilitate Existing Water Supply Well	Water	LGRANT, SGRANT, SLOAN, FGRANT					200,000
2024-02	Installation of Storm Water Quality Treatment Units	Storm Drains	LGRANT, SGRANT, SLOAN, FGRANT					400,000
2024-03	Drilling New Well	Water	LGRANT, SGRANT, SLOAN, FGRANT					1,000,000
2024-04	Installation of Transmission Main - Phase I and Phase II	Water	LGRANT, SGRANT, SLOAN, FGRANT					1,200,000
2024-05	Boardroom	Other	LGRANT, SGRANT, SLOAN, FGRANT					1,500,000
2024-06	New Lateral Walk and Bike Trails	Road/Streets/Bridges	LGRANT, SGRANT, SLOAN, FGRANT					60,000
			<b>TOTAL</b>					<b>4,360,000</b>



**RESOLUTION NO. 2018-19**

**A RESOLUTION AUTHORIZING THE PARTICIPATION OF THE TOWN OF MESILLA IN THE CAPITAL OUTLAY PROGRAM ADMINISTRED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION**

**WHEREAS,** the Town of Mesilla and the New Mexico Department of Transportation enter into a Cooperative Agreement.

**WHEREAS,** the total cost of the project will be \$325,000 to be funded by the parties hereto as follows:

- a. The New Mexico Department of Transportation’s share shall be **100% or \$325,000**; and
- b. The Town of Mesilla’s proportional matching share shall be **0% or \$0.00**.

**Total project cost is \$325,000**

**WHEREAS,** the Town of Mesilla shall pay all costs, which exceed the total amount of \$325,000; and

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF MESILLA** that:

- 1. The project for this Cooperative agreement is adopted and has a priority standing.
- 2. The agreement terminates on June 30, 2022 (for Laws of 2018) 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.
- 3. The Town of Mesilla agrees to enter into Cooperative Agreement Control Number C1182633 with the New Mexico Department of Transportation for Capital Outlay (Laws of 2018) to plan, design and construct road, utility and drainage improvements on Bowman Street within the control of the Town of Mesilla in Dona Ana County, New Mexico.

**PASSED, APPROVED and ADOPTED** by the Board of Trustees at its meeting of August 27, 2018.

**ATTEST:**

\_\_\_\_\_  
Cynthia Stoechner-Hernandez  
Town Clerk-Treasurer

\_\_\_\_\_  
Nora L. Barraza  
Mayor

**Roll Call Vote:**

**Mayor Barraza** \_\_\_\_\_

**Mayor Pro-Tem Caro** \_\_\_\_\_

**Trustee Garcia** \_\_\_\_\_

**Trustee Arzabal** \_\_\_\_\_

**Trustee Johnson-Burick** \_\_\_\_\_

Contract Number: \_\_\_\_\_  
Vendor Number: 0000046323  
Control Number: C1182633

**STATE OF NEW MEXICO  
DEPARTMENT OF TRANSPORTATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between the Department of Transportation, hereinafter called the “Department” or abbreviation such as “NMDOT”, and Town of Mesilla, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2018, Chapter 80, Section 32, Subsection 31, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

**WHEREAS**, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

**AGREEMENT**

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

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

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

DFA Appropriation ID C2633 NMDOT Control Number C1182633 **\$325,000**

APPROPRIATION REVERSION DATE: -6/30/2022

Laws of 2018, Chapter 80, Section 32, Subsection 31, Three Hundred Twenty Five Thousand Dollars and No Cents (\$325,000), to to plan, design and construct road, utility and drainage improvements on Bowman street in Mesilla in Dona Ana county .

The Grantee’s total reimbursements shall not exceed Three Hundred Twenty Five Thousand Dollars and No Cents \$325,000 (the “Appropriation Amount”) minus the allocation for Art in Public Places (“AIPP amount”)<sup>1</sup>,

<sup>1</sup> The AIPP amount is “an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000).” Section 13-4A-4 NMSA 1978.

if applicable, , which equals Three Hundred Twenty Five Thousand Dollars and No Cents \$325,000 (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

<sup>2</sup> "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

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

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

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

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

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

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

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

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

Grantee: Town of Mesilla

Name: Debra Lujan  
Title: Public Works Director  
Address: 2231 Avenida de Mesilla, Mesilla, New Mexico 88046  
Email: debral@mesillanm.gov  
Telephone: 575-524-3262

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

Grantee: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

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

Department: Department of Transportation District 1 Office  
Name: Debra Hudson  
Title: Local Government Road Fund Coordinator  
Address: 2912 East Pine Street, Deming, NM 88030  
Email: DebraA.Hudson@state.nm.us  
Telephone: 575-544-6536

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **6/30/2022** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

## **ARTICLE V. EARLY TERMINATION**

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

Early Termination includes:

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

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

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

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

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

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

## **ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

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

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

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

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

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

#### **D. Corrective Action Plan in the Event of Suspension**

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

### **ARTICLE VII. AMENDMENT**

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

### **ARTICLE VIII. REPORTS**

#### **A. Database Reporting**

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

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

#### **B. Requests for Additional Information/Project Inspection**

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

- (i) request such additional information regarding the Project as it deems necessary; and
  - (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.
- Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

#### **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

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

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

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

#### **C. Deadlines**

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement,

including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

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

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

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

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

#### **ARTICLE XIII. LIABILITY**

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

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Town of Mesilla may immediately terminate this Agreement by giving Contractor written notice of such termination. The Town of Mesilla's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Town of Mesilla or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Town of Mesilla or the Department"

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

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

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

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

### **XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

A. Throughout the term of this Agreement, Grantee shall:

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

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the

SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

**GRANTEE**

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

\_\_\_\_\_  
Entity Name

By: \_\_\_\_\_  
(Type or Print Name)

Its: \_\_\_\_\_  
(Type or Print Title)

\_\_\_\_\_  
Date

**DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
By:

Its: Cabinet Secretary or Designee

\_\_\_\_\_  
Date

**REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE  
DEPARTMENT'S OFFICE OF GENERAL COUNSEL**

Cynthia A. Christ  
By: Cynthia Christ

Its: Assistant General Counsel

8-1-18  
Date

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

**I. Grantee Information**

(Make sure information is complete & accurate)

A. Grantee: \_\_\_\_\_

B. Address: \_\_\_\_\_

(Complete Mailing, including Suite, if applicable)

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

C. Phone No: \_\_\_\_\_

D. Grant No: \_\_\_\_\_

E. Project Title: \_\_\_\_\_

F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

A. Payment Request No. \_\_\_\_\_

B. Grant Amount: \_\_\_\_\_

C. AIPP Amount (If Applicable): \_\_\_\_\_

D. Funds Requested to Date: \_\_\_\_\_

E. Amount Requested this Payment: \_\_\_\_\_

F. Reversion Amount (If Applicable): \_\_\_\_\_

G. Grant Balance: \_\_\_\_\_

H.  GF  GOB  STB (attach wire if first draw)

I.  Final Request for Payment (if Applicable)

**III. Fiscal Year :** \_\_\_\_\_

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

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

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

\_\_\_\_\_  
Grantee Fiscal Officer  
or Fiscal Agent (if applicable)

\_\_\_\_\_  
Grantee Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_

Fund No.: \_\_\_\_\_

Loc No.: \_\_\_\_\_

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

\_\_\_\_\_  
Division Fiscal Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Project Manager

\_\_\_\_\_  
Date

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

**Notice of Obligation to Reimburse Grantee [# 1]**

DATE: [\_\_\_\_\_]

TO: Department Representative: [\_\_\_\_\_]

FROM: Grantee: [\_\_\_\_\_]

Grantee Official Representative: [\_\_\_\_\_]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [\_\_\_\_\_]

Grant Termination Date: [\_\_\_\_\_]

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

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

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

Grant Amount (Minus AIPP if applicable): [\_\_\_\_\_]

The Amount of this Notice of Obligation: [\_\_\_\_\_]

The Total Amount of all Previously Issued Notices of Obligation: [\_\_\_\_\_]

The Total Amount of all Notices of Obligation to Date: [\_\_\_\_\_]

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

Department Rep. Approver: [\_\_\_\_\_]

Title: [\_\_\_\_\_]

Signature: [\_\_\_\_\_]

Date: [\_\_\_\_\_]

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

## Attachment A

### **The Town of Mesilla shall agree to comply with the following Provisions:**

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

### **The Town of Mesilla shall agree to comply with the following Lighting and Signal Provisions as applicable:**

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.

10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.