



THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA WILL HOLD ITS REGULARLY SCHEDULED MEETING ON MONDAY, MARCH 12, 2018 AT 6:00 P.M. IN THE **MESILLA COMMUNITY CENTER, 2251 CALLE DE SANTIAGO.**

1. OPENING CEREMONIES

ADMINISTRATION OF OATH OF OFFICE BY THE HONORABLE MAGISTRATE JUDGE JOEL CANO

- Nora L. Barraza – Mayor
- Stephanie A. Johnson – Trustee
- Veronica S. Garcia – Trustee
- Recognition of Linda L. Flores – Trustee
- Pledge of Allegiance

2. ROLL CALL & DETERMINATION OF A QUORUM

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

4. CHANGES TO THE AGENDA & APPROVAL

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

- a. ***BOT MINUTES** – Regular Meeting of February 26, 2018.
- b. ***PZHAC Case 060682** – 2417 and 2419 Calle de Parian, submitted by Davie and Kelly Salas; a request for a building permit to allow the installation of a small tool shed in the rear yard and construction of an adobe and latia wall across the front of two properties at these addresses. Zoned: Historical Residential (HR).
- c. ***PZHAC Case 060691** – 2350 Calle de Parian, submitted by Joni Gutierrez; a request for a building permit to construct a two-foot-high garden wall at the front edge of her property along the road. Zoned: Historical Residential (HR).
- d. ***PZHAC Case 060695 w/Conditions** – 1801 S. Highway 28, submitted by Dorianne Kabo; a request for a building permit to construct a four-foot-high block wall along the north edge of a commercial property at this address. Zoned: Commercial (C).
- e. ***PZHAC Case 060696** – 2233 Calle de Parian, submitted by Gilbert Madrid; a request for a building permit to change the use of a concrete block pool house located at the rear of the property to a residential garage, storage for household items, and workshop. Zoned: Historic Commercial (HC).

6. NEW BUSINESS:

- A. For approval:** An Engineering contract with Molzen Corbin for design and to complete contract documents, technical specifications and bid administration for the Town's Water Trust Board Water System Improvements Project. – **Debbie Lujan, Public Works Director.**
- B. Resolution 2018-03:** Authorizing the Town's Participation in the New Mexico Department of Transportation (NMDOT) 2018 Annual Hardship sale to apply for hardship funds up to \$25,000 for the purchase of Equipment from NMDOT. – **Debbie Lujan, Public Works Director.**

7. *STAFF REPORTS:

Community Development

Community Programs

Finance Department

Fire Department

Marshal's Department

Public Works Department

8. BOARD OF TRUSTEE COMMENTS

9. 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 this agenda can be found online at 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.

Posted 3/8/18 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.



Town of Mesilla, New Mexico

**BOARD OF TRUSTEES
TOWN OF MESILLA
REGULAR BOARD MEETING
MONDAY, FEBRUARY 26, 2018
6:00 P.M.**

TRUSTEES: Nora L. Barraza, Mayor
Carlos Arzabal, Mayor Pro Tem
Jesus Caro, Trustee
Linda L. Flores, Trustee
Stephanie Johnson-Burick, Trustee

STAFF: Cynthia Stoenner-Hernandez, Town Clerk/Treasurer
K.C. Alberg, Marshall
Kevin Hoban, Fire Chief
Debbie Lujan, Public Works Director
Gloria Maya, Recorder

PUBLIC: David Gallegos L. Montana Bencomo
Frank Torres Susan Krueger
Mike Bell

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 Arzabal, Trustee Caro, Trustee Flores, Trustee Johnson-Burick.

3. CHANGES/APPROVAL OF THE AGENDA

Motion: To approve agenda, Moved by Mayor Pro Tem Arzabal, Seconded by Trustee Caro.

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

Mayor Pro Tem Arzabal Yes

Trustee Caro Yes

Trustee Flores Yes

Trustee Johnson-Burick Yes

4. PROCLAMATION: A Proclamation declaring March 2018 as “Athletic Training Month in the Town of Mesilla.” – **Andy Krentz, Southwest Sport and Spine Center**

Mr. Gallegos read the proclamation declaring March 2018 as “Athletic Training Month in the Town of Mesilla”. Mr. Bencomo is here to answer questions.

1 Mayor Barraza stated her daughter wanted to be an Athletic Trainer but decided that was not what she
2 wanted but still uses what she learned in her everyday life.

3
4 Trustee Flores thanked Mr. Gallegos for his advice during her rehab.

5
6 Mayor Barraza thanked him for allowing the Town of Mesilla to be a part of this recognition.

7
8 Trustee Caro stated every summer we hire recreation specialist to take care Summer Recreation staff and
9 get the kids involved in sports.

10
11 Mr. Gallegos responded the bigger benefits are not the treatment but the education for prevention. They
12 would be willing to assist the Summer Recreation staff. He appreciates the culture of Mesilla.

13
14 Mayor Barraza responded they will forward that information to Ms. Parra who oversees the Summer
15 Recreation program. This may be something we can coordinate with the Fire Chief.

16
17 Trustee Flores asked if this is a service that is provided for free.

18
19 Mr. Gallegos responded there would not be a fee. His goal is to educate coaches on injury prevention.

20
21
22 **5. PUBLIC INPUT** – The public is invited to address the *Board* for up to 3 minutes.

23 Ms. Krueger stated she will donate the box and shipping to the town if the town agrees to install the
24 neighborhood libraries.

25
26 **6. *APPROVAL OF CONSENT AGENDA** – **The Board will be asked to approve by one**
27 **motion the following items of recurring or routine business. The Consent Agenda is marked**
28 **with an asterisk *:**

29 **Motion: To approve consent agenda, Moved by Mayor Pro Tem Arzabal, Seconded by Trustee**
30 **Flores.**

31
32 **Roll Call Vote: Motion passed (summary: Yes = 4).**

33 **Mayor Pro Tem Arzabal Yes**

34 **Trustee Caro Yes**

35 **Trustee Flores Yes**

36 **Trustee Johnson-Burick Yes**

37
38 Trustee Johnson-Burick reviewed corrections in the minutes of February 20th: Case #060688 addressed
39 should reflect 2631; Case #060689 should reflect one story and not a two story.

40
41 Mayor Barraza responded those clerical errors will be corrected.

42
43
44 **a. *BOT MINUTES – Regular Meeting** of Monday, February 12, 2018. *Approved by*
45 *consent agenda*

46
47 **b. *PZHAC Case 060687** – 1981 Calle de Correo, submitted by Positive Energy, Inc. for Gail
48 Forrest; a request for a building permit to allow the installation of solar photo-voltaic panels
49 on the roof of a dwelling at this address. Zoned: Historical Residential (HR). *Approved by*
50 *consent agenda*

51
52 **c. *PZHAC Case 060688 w/conditions**– 2631 Calle Tercera, submitted by Francisco Torres; a
53 request for a building permit to construct an upstairs addition, a covered patio, and a wall

1 along a property line on a dwelling at this address. Zoned: Historical Residential (HR).
2 *Approved by consent agenda*

- 3
4 **d. *PZHAC Case 060689 w/conditions** – 2310 Avenida de Mesilla, submitted by Morgan
5 Switzer; a request for a building permit to add an entry, concrete patio and fencing to a
6 structure at this address. Zoned: Historical Commercial (HC). *Approved by consent agenda*
7

8
9
10 **7. NEW BUSINESS:**

- 11
12 **a.** For discussion: a little lending Neighborhood Library. – **Stephanie Johnson-Burick,**
13 **Trustee.**

14 Trustee Johnson-Burick stated four years ago she was intent on bring back the library to the community
15 but she began to understand that that would be difficult due to the budget restraints, finding volunteers,
16 etc. Mrs. Krueger mentioned the Neighborhood Libraries. She also had read a magazine article that
17 discussed the Neighborhood Libraries. There are two in Mesilla Park; one on Conway & Capri Arc and
18 one on Calle de San Albino. Mrs. Krueger has offered to purchase the library and pay for the shipping
19 and she will pay the registration. Mrs. Krueger has offered books to supply it. She feels it would be a
20 neat idea for the community; recommends placing it outside the Community Center. There is currently a
21 bench and she will look at purchasing another bench. We could have Ms. Sandoval do some art work on
22 the benches. The seniors can pick up books when they go eat. There might be concerns with vandalism
23 but she has not seen anything at the one on Calle de San Albino. She would like to get support from her
24 fellow trustees. She and Ms. Krueger will be the stewards. There are over 50,000 Neighborhood
25 Libraries in the world. People log in to see where the libraries are when they are traveling.
26

27 Mayor Barraza responded this is a wonderful idea. She asked when it is registered who will be
28 responsible for the box, will there be a group overseeing the library for appropriate material, vandalism,
29 repairs. Town staff is maxed out in terms of responsibilities. She has no qualms but will need to work out
30 all the details. We can look into in it and have the attorney review what is put forth for any liabilities.
31

32 Trustee Flores stated she is excited about the idea. She has used the lending library. When people see
33 something that is really nice there isn't vandalism. We can maybe get an artist to decorate the library or
34 we can create our own.
35

36 Mayor Pro Tem Arzabal stated the libraries at the schools give away books.
37

38 Trustee Johnson-Burick stated she envisions people gathering to read to their children while playing at the
39 park.
40

41 Trustee Flores stated there could be a sign at the plaza directing them to the park and the library.
42

43 Ms. Krueger stated it is hard to steal something that is free. She has a library that needs to be recycled.
44 Thanked the board for the positive comments. She asked if it is possible to engage another attorney as the
45 current attorney is running for governor and this may not be high on his lists.
46

47 Mayor Barraza stated Mr. Cervantes contracts with Mr. Darden to read over contracts who responds in a
48 day or two.
49

50
51 **8. BOARD OF TRUSTEE/ STAFF COMMENTS**

52 Ms. Stoechner no comment
53

1 Ms. Lujan stated the town requested \$283,000 from Capital Outlay for Bowman Street; on February 19th
2 the town received \$325,000 for Bowman Street. This still need to be approved Governor Martinez.
3 Questionnaires are being sent out because the governor wants projects that are ready to go for bond sale.
4

5 Mayor Barraza stated the whole amount will go to Bowman Street; extra money cannot be used for any
6 other project.
7

8 Fire Chief Hoban stated he has books that he would donate. He would like to see some of our local
9 authors donate books. A community book drive would be a great way to kick this off.
10 It is Red Flag Day tomorrow and asked if they see anyone burning to call 911.
11

12 Trustee Flores stated we would love to give raises to our employees. We should do something for our
13 employees to show our appreciation such as Employee of the Month, giving half or full day off for their
14 birthday. She wants to thank all the employees for their hard work. They do more than their job; they
15 pull together and she really appreciates them. She feels so good that we are well taken care of. Thanked the
16 mayor for all she does. We have an election and both candidates care about the town. She has seen
17 everyone advocate for the town. She had received a letter which she will leave with Ms. Stoenher-
18 Hernandez, regarding leash laws, dogs that are stuck on their properties. We are in a better position to
19 change the law and hopes something can be done.
20

21 Mayor Pro Tem Arzabal stated it has been his privilege and honor to have worked with Trustee Flores.
22 There is a lot of respect for each other on the board even if we do not agree. There were individuals
23 murdered on Valentine's Day and he hopes the town is doing what they need to do regarding active
24 shooters.
25

26 Trustee Caro stated he appreciates having worked with Trustee Flores.
27

28 Trustee Johnson-Burick stated employees voiced their concerns with other departments getting raises.
29 She was concerned and why she was opposed to giving one department a raise as this would create a
30 negative impact on employee morale. Thanked staff for working with the legislators in getting Capital
31 Outlay for Bowman Street; residents will be so thrilled. Thanked the board and Ms. Krueger for the
32 support of the lending library. It is nice to do something that will directly impact the residents as well as
33 fun and educational. She would like to work on the Animal Control Ordinance that needs to be redone.
34 She thanked Ms. Bateman for her service to the town. Thanked Trustee Flores who taught her so much.
35 It has been a pleasure and she will be missed.
36

37 Trustee Flores stated the bids for projects and roads have been coming in too high to work on them. It is
38 sad to say that the cost of roads will be going up.
39

40 Mayor Barraza stated we will say our goodbyes to Trustee Flores at the next meeting. She hopes Trustee
41 Flores will continue to attend meetings and give input. She has such valuable information and ideas and
42 has represented the town with such dignity. She was planning on to do something for the staff on
43 Employee Appreciation Day which is March 2nd. Let her know if the trustees would like to join her in
44 recognizing the staff. Trustee Flores put forth some good ideas. It is our goal to look into giving our
45 employees an increase next year. We will not be adding increases to the operation process Good ideas
46 It is our goal to look into giving our employees an increase next year. There will not be any increases to
47 the operation process in order to accommodate an increase in salaries. Ms. Bateman is retiring, her last
48 day is Wednesday, if you have an opportunity stop by and say thank you to her. Tomorrow we will be
49 having a luncheon for her. We have made great strides in address Animal Control. Mr. Rivera has done
50 an excellent job. He has attended numerous trainings and is a good strong advocate for animals. The
51 Marshall will be looking at the ordinance. Ms. Parra applied for funding to address a dog run. She has
52 two bids for fencing and turf. We are hoping to put a dog run outside the Public Safety Building to
53 exercise the dogs. Mr. Rivera has done a great job in addressing the feral cat situation. She and the

1 marshal agree that they need to educate the residents. She cannot believe the number of residents that are
2 feeding the cats that are not theirs. There are kittens being born with deformities; it is a problem and we
3 need to take a good strong look at it. It was a terrible week for the Las Cruces Public Schools; there was a
4 lock down at Mesilla Elementary, Rio Grande Prep and Zia Middle School. We do have one or two staff
5 members who are furthering their education in active shooter. We will be having Active Shooter training
6 for all employees. She thanked the legislators who appropriated money to Bowman Street. There was a
7 bill passed at the last minute which she is not in favor of proposing a tax free Saturday after
8 Thanksgiving. It would only be for businesses with less than 20 employees which are most of our
9 businesses in Mesilla which would have an impact on the town's gross receipts. She would like to send a
10 letter asking Governor Martinez to veto the bill. She looks forward to see what comes forth on the
11 library; it is wonderful idea for our community. She is a strong advocate for reading.

12
13 Trustee Flores stated she feels the Neighborhood Library is going to be successful so we should have a
14 long term plan. We need to be conscious of the signage on the plaza.

15
16 **9. ADJOURNMENT**

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

18
19 **MEETING ADJOURNED AT 6:52 P.M.**

20
21 **APPROVED THIS 12th DAY OF MARCH, 2018.**

22
23
24
25 _____
26 Nora L. Barraza
27 Mayor

28
29 **ATTEST:**

30
31
32 _____
33 Cynthia Stoeher-Hernandez
34 Town Clerk/Treasurer

BOT ACTION FORM
BUILDING PERMIT 060682
[PZHAC REVIEW – 3/5/18]
STAFF ANALYSIS

(Decision was based on information presented during the Work Session – Item 1)

Item:

Case 060682 – 2417 and 2419 Calle de Parian, submitted by Davie and Kelly Salas; a request for a building permit to allow the installation of a small tool shed in the rear yard and construction of an adobe and latia wall across the front of two properties at these addresses. 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 construction and/or style of the proposed storage shed and wall are architecturally appropriate or acceptable for the zoning of the area as proposed, or if an alternate solution is arrived at, then the request can proceed on the assumption that all requirements of the Code will be satisfied. The PZHAC should continue on to approve the request based on the Findings of Fact stated below.

If, on the other hand, it is determined that the proposed storage shed and wall 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 of Fact as listed.

Estimated Cost: @ \$3500.00

Consistency with the Code:

The PZHAC will need to determine that the proposed storage shed and wall, when finished, will be consistent with the development of properties in the HR district. Additionally, the request appears to meet all other development and application requirements of the Code.

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

Findings:

- The PZHAC has jurisdiction to review and approve this request.
- The proposed work consists of constructing a small storage shed, and an adobe and latia wall on the property.
- The PZHAC has determined that the proposed dwelling meets all applicable Code requirements.

PZHAC ACTION:

The PZHAC determined that the proposed fence and shed is compatible with the area and meets the Code, and voted 3 – 0 to recommend APPROVAL of this request to the BOT.

BOT OPTIONS:

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

BOT ACTION:

Doña Ana County, NM

General Reference Maps

2014 Aerial

Addresses

County Address Points

Select Search Type: Account Number

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: [R0400502](#)

Parcel Number: 4006138157034

Owner: SALAS DAVIE C

Mail Address: P.O. BOX 615

Subdivision:

Property Address:

Acres: 0



Doña Ana County, NM

General Reference Maps

2014 Aerial

Addresses

County Address Points

Select Search Type:

Account Numbe

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: [R0400508](#)

Parcel Number: 4006138161029

Owner: SALAS DAVIE C

Mail Address: P.O. BOX 615

Subdivision:

Property Address:

Acres: 0



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

OFFICIAL USE ONLY:

Case # 060682

Fee \$ 90.00

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

CASE NO. 060682 ZONE: HR CODE: M1 APPLICATION DATE: 1/7/18

Davie? Kelly Salas
 Name of Applicant/Owner
575-650-3362
 Applicant's Telephone Number
P.O. Box 615 Mesilla NM 88046
 Applicant's/Owner's Mailing Address City State Zip Code
daviesalasa@comcast.net
 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: 2417 & 2419 Calle de Parian

Description of Proposed Work: Construction of a Front yard fence To be made of Adobe's and Lattias to include shed at Back of lot.

\$ 3500 Estimated Cost
Davie Sal Signature of Applicant
1/7/18 Date

Signature of property owner if applicant is not the property owner: Davie Sal

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 AND BOT APPROVAL 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:

**PZHAC WORK SESSION
MARCH 5, 2018
ITEM 1**

Submitted by Davie & Kelly Salas, a request to discuss plans to install a small tool shed in the rear yard and construct an adobe and latia wall across the front of two properties at 2417 and 2419 Calle de Parian. (Case 060682). Zoned: Historical Residential (HR)

The applicant would like to construct the wall in two sections across the front of the property (see yellow lines in attached site plan). According to the applicant, the wall be a total of six feet in height, and will be adobe with latia inserts (see attached diagram). The applicant has been informed that clear-sight-triangle requirements for driveways will need to be met. In order to meet the requirements of the Code, the applicant will angle the walls of the driveway leading from the street so that a driver in the driveway can see approaching cars from the minimum required distance. The applicant will be present to describe exactly how the walls will be combined with the existing walls on the property to provide a visual uniformity.

The applicant would also like to construct a small storage shed along the south edge of the property. This would be available for use by all the tenants.

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

VIEW OF APPLICANT'S DWELLING FROM CALLE DE PARIAN



CALLE DE PARIAN



INDEX OF DRAWINGS

1	SITE PLAN AND ROOF PLAN
2	FOUNDATION PLAN AND DETAILS
3	FOUNDATION PLAN AND DETAILS
4	SCHEMATIC FRAMING PLAN
5	SCHEMATIC FRAMING PLAN
6	SCHEMATIC ELECTRICAL PLAN
7	SCHEMATIC MECHANICAL PLAN

GENERAL NOTES

1. VERIFY LOCATION OF ALL UTILITIES ON SITE.
2. RESIDENCE DESIGNED IN ACCORDANCE WITH LOCAL REGULATIONS. ALL WORK TO MEET LOCAL REGULATIONS.
3. ALL WORK IS REQUIRED FOR THE PURPOSE OF NEIGHBORHOOD CONTRIBUTION WITH A SELECTED DESIGN AND INTERPRETATION. THE DESIGN, DIMENSIONS AND CONNECTIONS ARE SUBJECT TO APPROVAL AND CONNECTIONS.
4. FINISH FLOOR ELEVATION OF THE RESIDENCE TO BE SET AS SHOWN ON SITE PLAN.
5. GROUND CONCRETE SHALL BE PLACED AND FINISHED WITHIN 10 DAYS OF POURING.
6. RECYCLE PLASTIC DRINK BOTTLES, CONCRETE BRICKS, AND OTHER RECYCLABLE MATERIALS TO BE USED IN CONSTRUCTION OF ROOF AND FLOORING.
7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITIES.
8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITIES.
9. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITIES.
10. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITIES.

LEGAL DESCRIPTION

DOMINION AND COUNTY PARCEL
CALLE DE PARIAN
MEXICO, NEW MEXICO

AREA

100 SQ. FT. UNIMPAVED AREA
100 SQ. FT. COVERED PATIO

SETBACKS

FRONT SETBACK: 5 FEET
REAR SETBACK: 5 FEET

FINISH FLOOR

FINISH FLOOR TO BE 0.00' ON YARD

PROPOSED RESIDENCE

CALLE DE PARIAN RESIDENCE
PREPARED FOR
DAVE AND KELLY SMAS
NEW MEXICO

DATE	PHASE

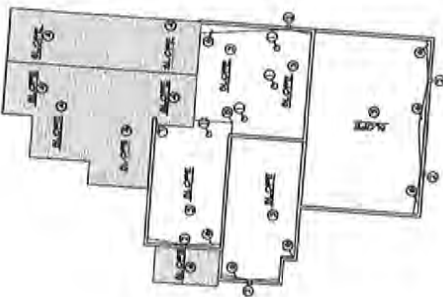


SITE PLAN NOTES

1. 4" CONCRETE DRIVE AND HALF CITY ASK.
2. LANDSCAPE AREA, LANDSCAPE LIGHTING.
3. COVERED PATIO AND DRIVEWAY.
4. NOT SHOWN.

SITE AND ROOF PLAN NOTES

1. LOCATION OF SOLAR PANELS.
2. LOCATION OF SOLAR PANELS.
3. SLOPE 1/4" PER FOOT.
4. SLOPE 1/4" PER FOOT.
5. HIGH POINT OF ROOF.
6. PROPOSED COLLECTOR PLUMBING METAL ROOF AND WALL TREATMENT.
7. NOT SHOWN.



ROOF PLAN
SCALE: 1/8" = 1'-0"

SITE PLAN
SCALE: 1/8" = 1'-0"

VIEW OF SUBJECT PROPERTY FROM CALLE DE PARIAN



VIEW OF SUBJECT PROPERTY FROM CALLE DE PARIAN



VIEW OF SUBJECT PROPERTY FROM CALLE DE PARIAN SHOWING PROPOSED SHED LOCATION



BOT ACTION FORM
BUILDING PERMIT 060691
[PZHAC REVIEW – 3/5/18]
STAFF ANALYSIS

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

Item:

Case 060691 – 2350 Calle de Parian, submitted by Joni Gutierrez; a request for a building permit to construct a two foot high garden wall at the front edge of her property along the road. 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 garden wall 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 of Fact stated below.

If, on the other hand, it is determined that the proposed garden wall 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 of Fact as listed.

Estimated Cost: @ \$1500.00

Consistency with the Code:

The PZHAC will need to determine that the proposed garden wall, when finished, will be consistent with the development of land in the HR zoning district. Additionally, the request appears to meet all other development and application requirements of the Code.

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

Findings of Fact:

- The PZHAC has jurisdiction to review and approve this request.
- The proposed work consists of constructing a short garden wall along the front edge of the property at this address.
- The PZHAC has determined that the proposed wall meets all applicable Code requirements.

PZHAC ACTION:

The PZHAC determined that the proposed garden wall is compatible with the area and meets the Code, and voted 3 – 0 to recommend APPROVAL of this request to the BOT.

BOT OPTIONS:

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

BOT ACTION:

Doña Ana County, NM

General Reference Maps

2014 Aerial

Addresses

County Address Points

Select Search Type:

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: [R0401197](#)

Parcel Number: 4006137174515

Owner: CATLETT LOWELL B
TRUSTEE

Mail Address: PO BOX 842

Subdivision: BELL TRACTS

Property Address: 2350 CALLE DE
PARIAN

Acres: 0.55



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

OFFICIAL USE ONLY:

Case # 060691

Fee \$ 68.00

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

CASE NO: 060691 ZONE: HR CODE: M1 APPLICATION DATE: _____

Name of Applicant/Owner: WONI GUTIERREZ Applicant's Telephone Number: (575) 496-2474

Applicant's/Owner's Mailing Address: PO BOX 842 MESILLA NM 88046
 City State Zip Code

Applicant's/Owner's E-mail Address: wonig@zionet.com

Contractor's Name & Address (if none, indicate Self): ELOY LANDSCAPE

Contractor's Telephone Number: (575) 496-2474 Contractor's Tax ID Number: 400289352 Contractor's License Number: NM 364429 MS06 0398

Address of Proposed Work: 2350 CALLE PARIAN

Description of Proposed Work: 2 FOOT HIGH GARDEN WALL

Estimated Cost: \$ 1500.00
 Signature of Applicant: [Signature] Date: 2/11/18

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: _____ BOT 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

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:

**PZHAC WORK SESSION
MARCH 5, 2018
ITEM 2**

Submitted by Joni Gutierrez, a request to discuss plans to construct a two foot high garden wall at the edge of her property along the road at 2350 Calle de Parian. (Case 060691) Zoned: Historical Residential (HR)

The subject property is on the north side of Calle de Parian, just east of the intersection of Calle de Parian and Calle Tercera. Originally, the property sloped down to meet Calle de Parian, with part of the yard encroaching on the ROW. When the applicant held social and other events at the residence, attendees would park on the part of the lawn that was adjacent to the street. Because the lawn extended into the street, parked cars would often encroach on the roadway. The applicant sought to remedy this by removing some of the dirt that was encroaching on the ROW. A low landscaping wall would then be built to retain the yard adjacent to where the dirt was removed (see attached photos). The wall is to be covered with decorative metal strips. (The applicant will discuss this portion of the installation during the Work Session.)

According to the applicant, she did not realize that she needed a building permit approved by the PZHAC for this type of landscaping. Since the dirt had been cut away, she was allowed to install the railroad ties in order to retain the remaining dirt and keep it from falling into the ROW, but was told that any further decorative or finish work would need to be approved by the PZHAC. That is the reason for this discussion tonight.

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

VIEW OF SUBJECT PROPERTY FROM CALLE DE PARIAN



VIEWS OF SUBJECT PROPERTY FROM CALLE DE PARIAN



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

OFFICIAL USE ONLY:

Case # 060691

Fee \$ 68.00

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

CASE NO: 060691 ZONE: HR CODE: M1 APPLICATION DATE: _____

Name of Applicant/Owner: WONI GUTIERREZ Applicant's Telephone Number: (575) 496-2474

Applicant's/Owner's Mailing Address: PO BOX 842 MESILLA NM 88046
 City State Zip Code

Applicant's/Owner's E-mail Address: wonig@zionet.com

Contractor's Name & Address (if none, indicate Self): ELOY LANDSCAPE

Contractor's Telephone Number: (575) 496-2474 Contractor's Tax ID Number: 400289352 Contractor's License Number: NM 364429 MS06 0398

Address of Proposed Work: 2350 CALLE PARIAN

Description of Proposed Work: 2 FOOT HIGH GARDEN WALL

Estimated Cost: \$ 1500.00 Signature of Applicant: [Signature] Date: 2/11/18

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: _____ BOT 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

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 PERMIT 060696
[PZHAC REVIEW – 3/5/18]
STAFF ANALYSIS

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

Item:

Case 060696 – 2233 Calle de Parian, submitted by Gilbert Madrid; a request for a building permit to change the use of a concrete block pool house located at the rear of the property to a residential garage, storage for household items, and workshop. Zoned: Historic Commercial (HC)

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

If, on the other hand, it is determined that the proposed alterations to the structure 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 of Fact as listed.

Estimated Cost: @ \$30 ,000.00

Consistency with the Code:

The PZHAC will need to determine that the proposed alterations, when finished, will be consistent with the development of land in the HR zoning district. Additionally, the request appears to meet all other development and application requirements of the Code.

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

Findings of Fact:

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

PZHAC ACTION:

The PZHAC determined that the proposed renovations are compatible with the area and meets the Code, and voted 3 – 0 to recommend APPROVAL of this request to the BOT.

BOT OPTIONS:

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

BOT ACTION:

Doña Ana County, NM

General Reference Maps

2014 Aerial

Addresses

County Address Points

Select Search Type: Account Number

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: [R0400299](#)

Parcel Number: 4006137219509

Owner: SANCHEZ ERIC L TRUSTEE

Mail Address: PO BOX 358

Subdivision:

Property Address: 2331 CALLE DE
PARIAN

Acres: 0.2



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

OFFICIAL USE ONLY:

Case # 060695

Fee \$ 55.50

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

CASE NO. 060696 ZONE: 61R CODE: ADM APPLICATION DATE: 2/22/18

ERIC & TERESA 575 650-7963
 Name of Applicant/Owner Applicant's Telephone Number
P.O. BOX 32 MESILLA N.M. 88046
 Applicant's/Owner's Mailing Address City State Zip Code

Applicant's/Owner's E-mail Address _____

SUN VISTA CONST INC P.O. BOX 732 MESILLA N.M.
 Contractor's Name & Address (If none, indicate Self)

575 650-7963 60731
 Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number

Address of Proposed Work: 2231 CALLE DE PARIAN

Description of Proposed Work: RENOVATION

\$ 30,000.00 [Signature] 2/20/18
 Estimated Cost Signature of Applicant Date

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

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

FOR OFFICIAL USE ONLY

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

FIRE INSPECTION/APPROVAL REQUIRED: YES NO SEE CONDITIONS

CID PERMIT/INSPECTION REQUIRED: YES NO SEE CONDITIONS

CONDITIONS: PZHAC & BOT REVIEW AND APPROVAL REQUIRED
CID PERMIT & INSPECTIONS 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:

**PZHAC WORK SESSION
MARCH 5, 2018
ITEM 3**

Submitted by Gilbert Madrid, a request to discuss plans to change the use of a concrete block pool house located at the rear of 2233 Calle de Parian to a residential garage, storage for household items, and workshop. (Case 060696). Zoned: Historical Commercial (HC)

Currently, the structure exists as a pool house that was built years ago. The pool has been filled in and no longer exists. Although in the Historical Register as part of a compound of historic buildings, the structure itself does not appear to be historic or architecturally significant to the area. The current style of the structure is not defined by any of the styles in the Yguado Plan. The structure was built before there were any requirements to be compatible with the surrounding structures and properties.

The applicant would like to convert the structure into a large residential garage that will be used for vehicles, as a shop, and for the storage of household items. The applicant intends to renovate the exterior as well as the interior, and plans to make the structure more compatible with the character of the Town. The exterior of the structure will have new garage doors and windows (see attached elevations), and will be stuccoed to fit in with nearby structures.

At this time, access to the structure is by a driveway that runs along the EBID ditch to the east. EBID has made the applicant aware that it intends to close off this access next year. According to the applicant, the access to the property will be changed from the driveway at the east side to a gateway on the west side of the property having access from the driveway to the adjacent Post Office.

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

VIEW OF STRUCTURE FROM EAST SIDE OF PROPERTY



Doña Ana County, NM

General Reference Maps

2014 Aerial

Addresses

County Address Points

Select Search Type:

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: [R0400269](#)

Parcel Number: 4006137196520

Owner: GARCIA ROBERTO E &
AMALIA G

Mail Address: PO BOX 1033

Subdivision:

Property Address:

Acres: 0.41999541



VIEW OF STRUCTURE FROM POST OFFICE PROPERTY TO WEST OF SUBJECT PROPERTY



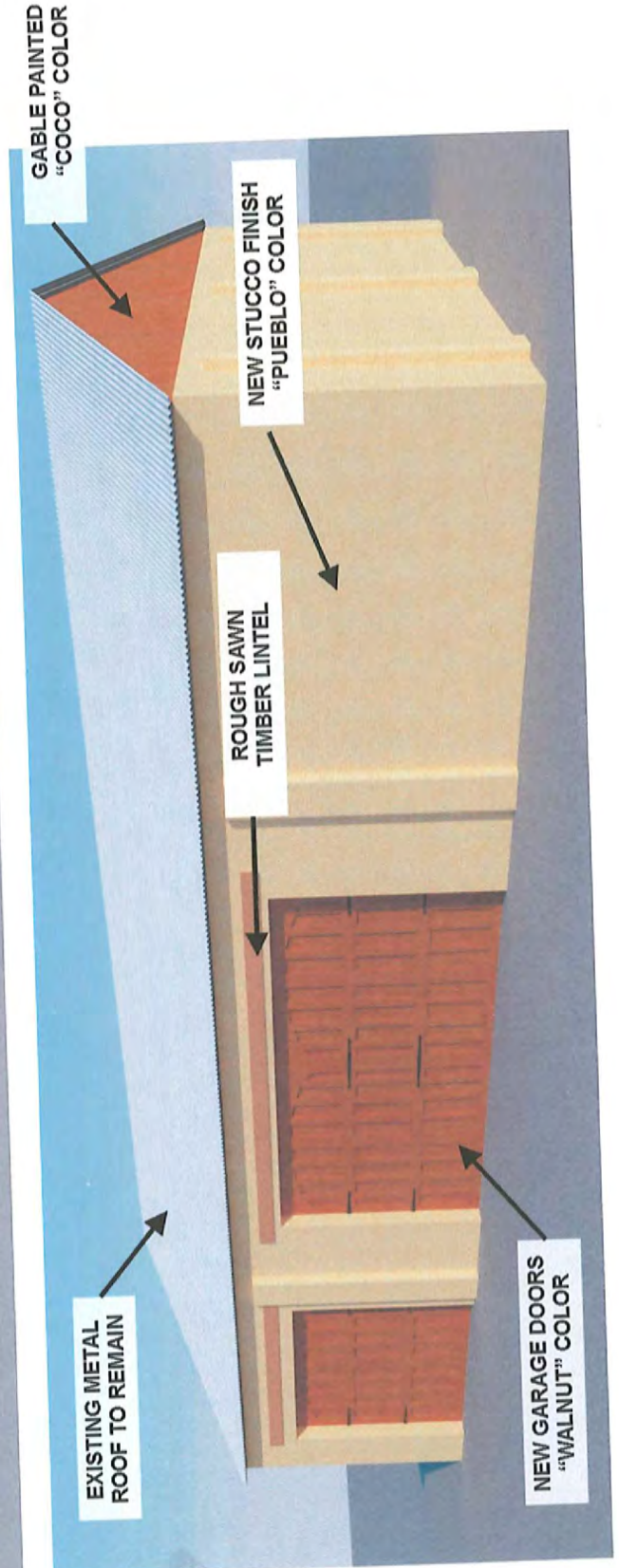
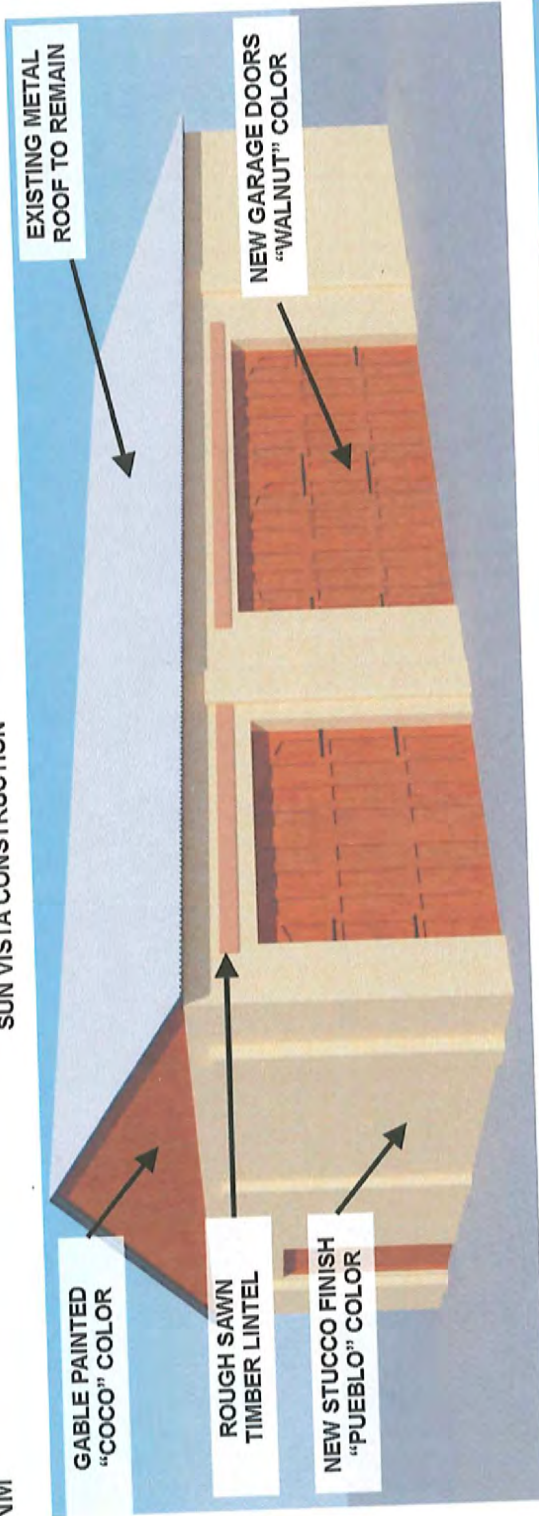
VIEW OF PROPOSED ACCESS FROM POST OFFICE DRIVEWAY





GARAGE RENOVATION CONCEPT
GILBERT MADRID
SUN VISTA CONSTRUCTION

2331 CALLE de PARIAN
MESILLA, NM



REVISIONS	BY:

NAVA TECH INC.
AND ASSOCIATES
CONSTRUCTION PLAN PRODUCTION & COORDINATION

1615 S. Soliano Dr.
Las Cruces, NM 88001
Office: (575) 541-5050
Email: cmn@navar-techinc.com
Fax: (575) 522-6066

GARAGE REMODEL FOR:
MR & MRS ERIC SANCHEZ

Address:
2231 Calle de Partan
Mesilla, NM 88046

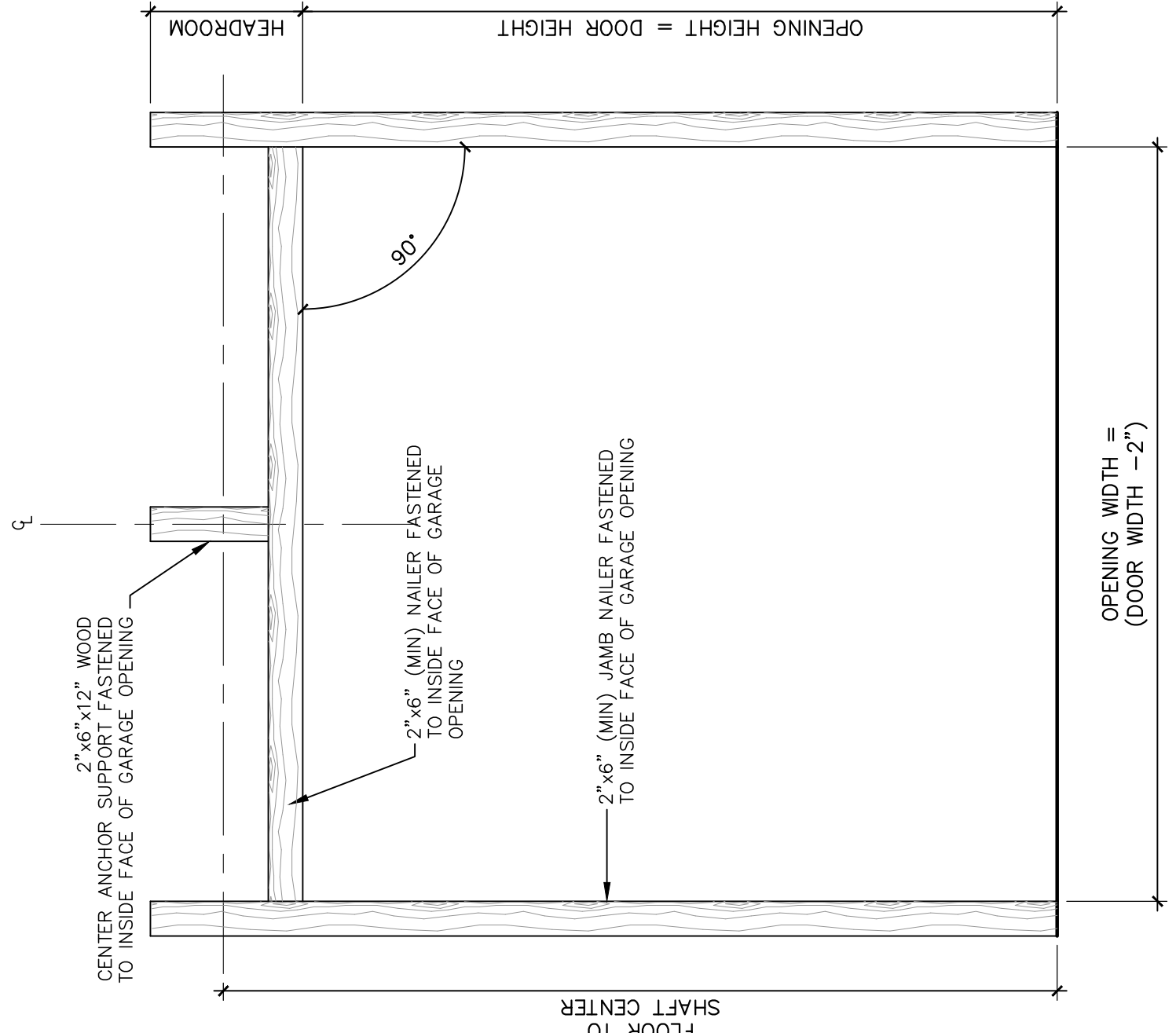
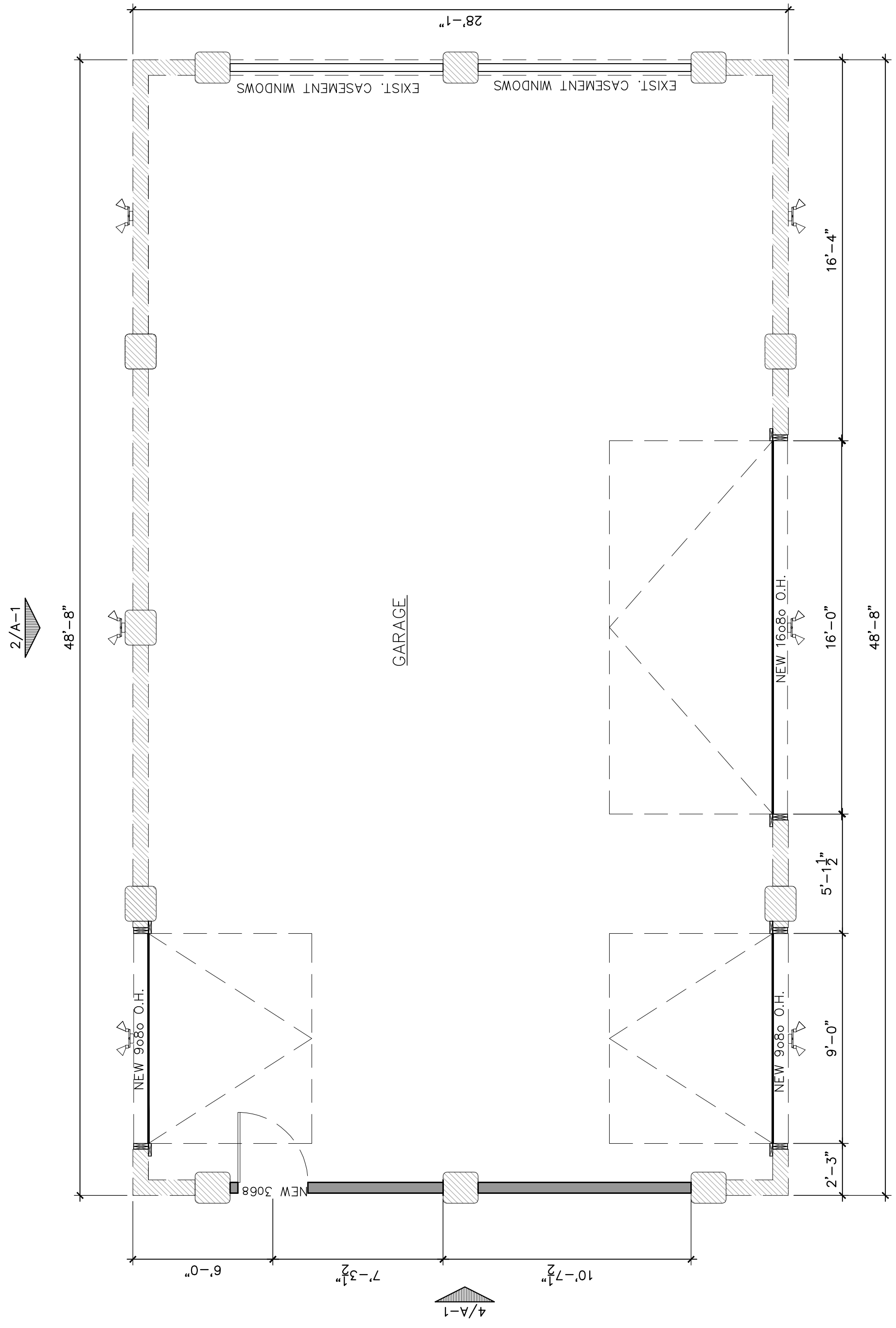
GARAGE FLOOR PLAN

DRAWING BY:
NAVA-TECH INC

DATE:
2/09/18

SCALE:
AS SHOWN

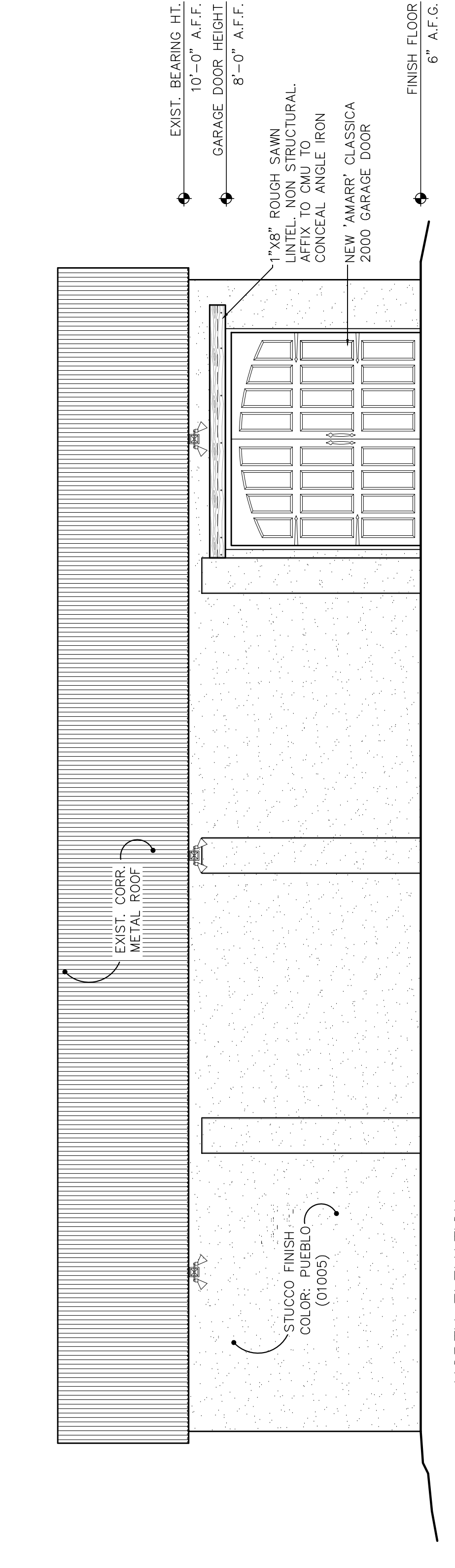
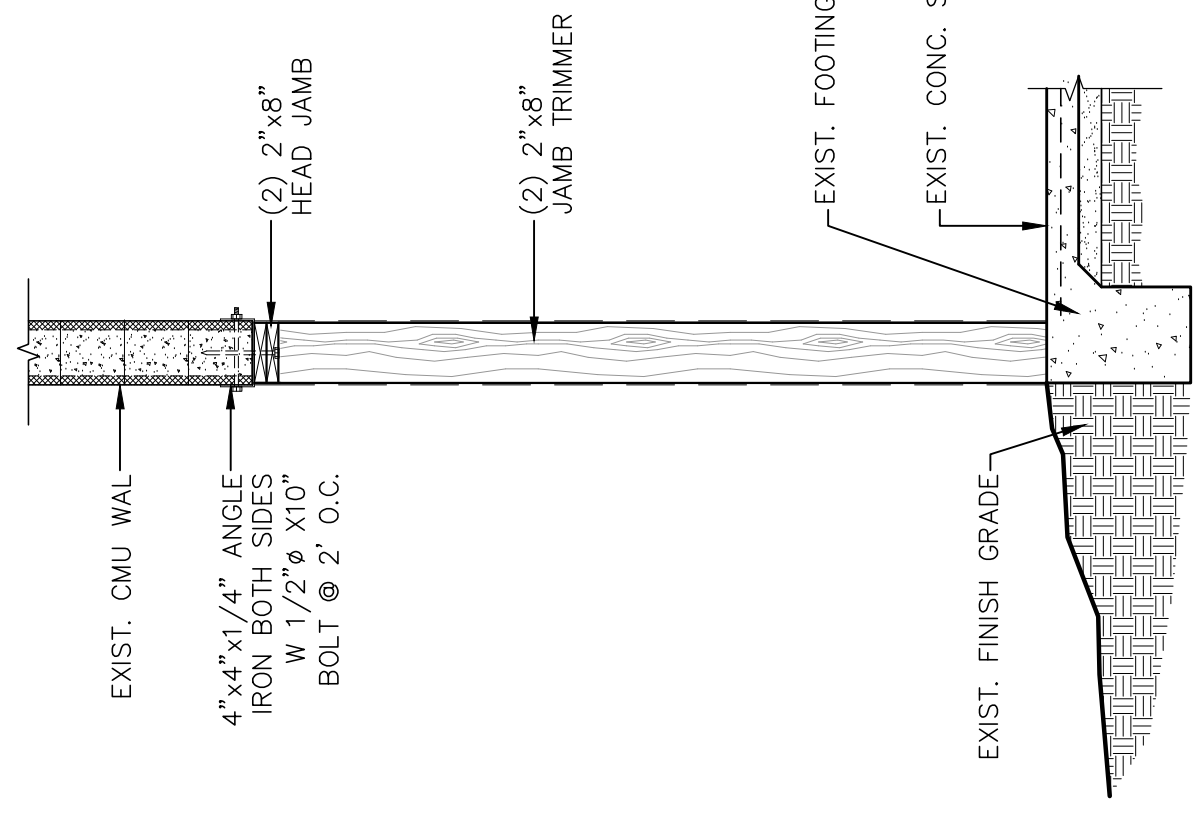
SHEET NO.
A-1



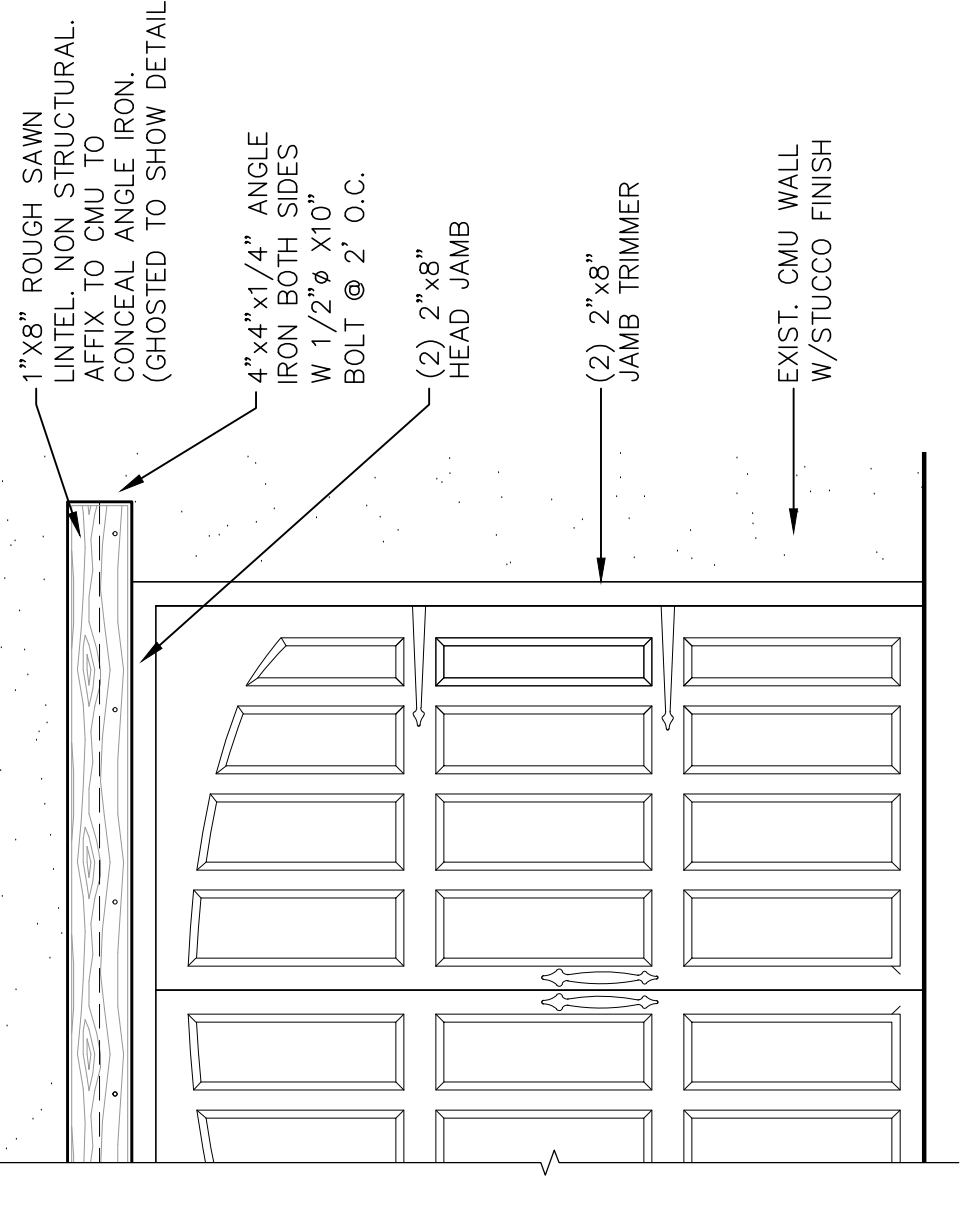
SECTION 6 GARAGE DOOR FRAMING
SCALE: 1/2" = 1'-0"

LEGEND

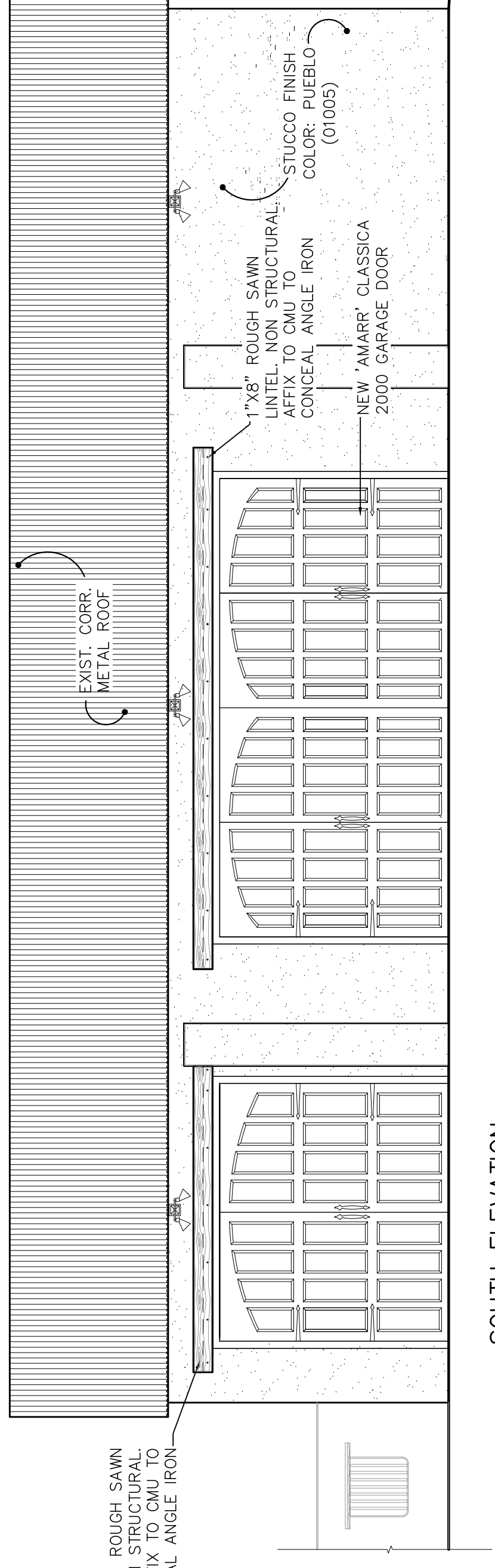
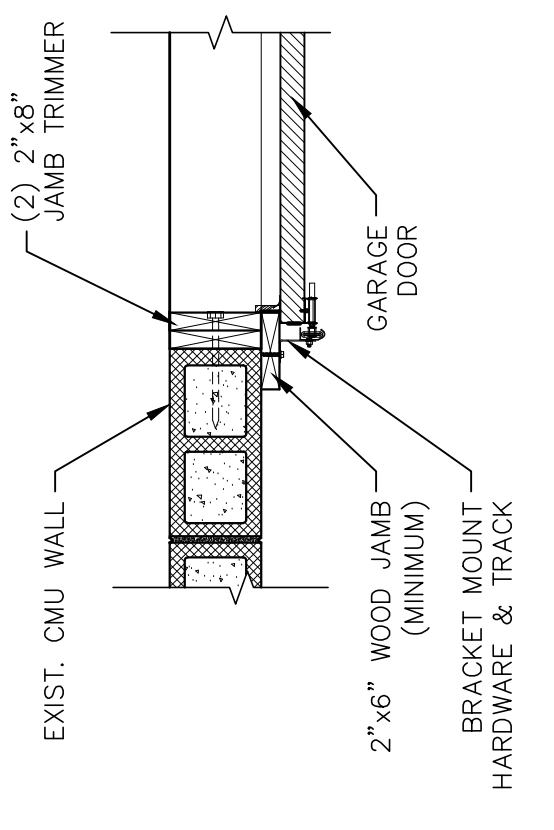
	EXISTING
	2"x4" STUD WALL
	2"x6" EXTERIOR WALL
	2"x6" PLUMB. WALL
	EXISTING CMU WALL



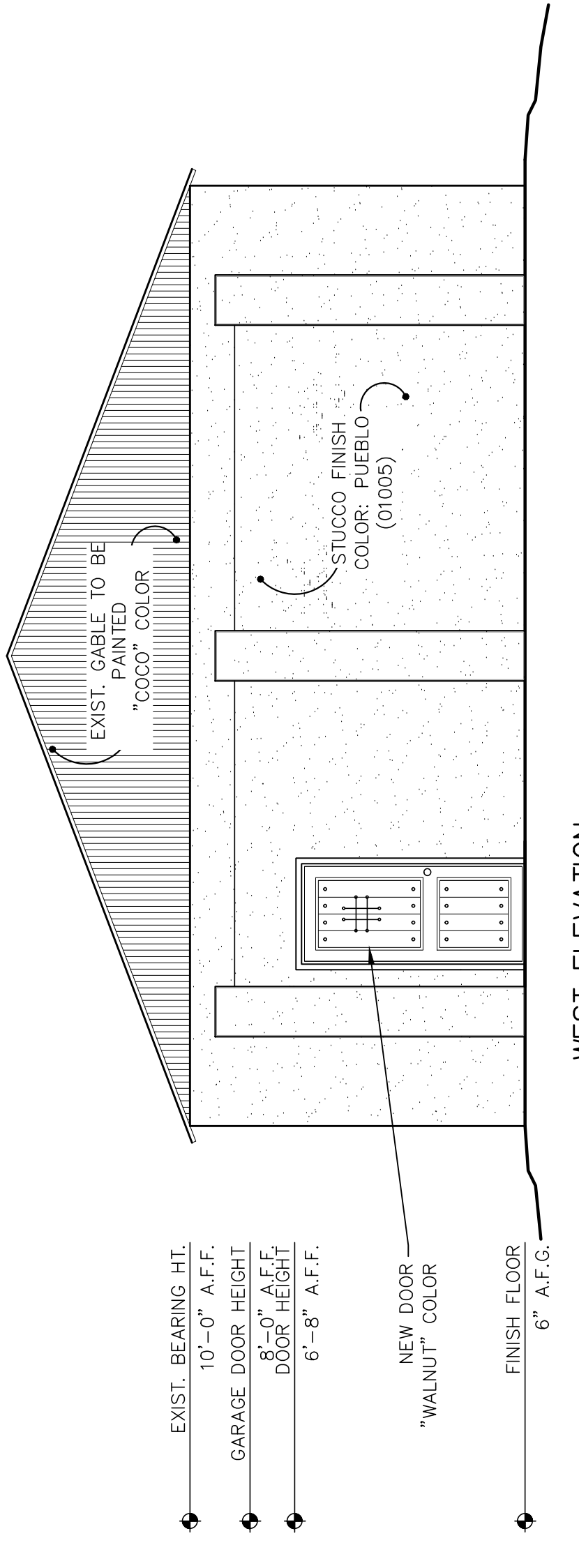
2 GARAGE NORTH ELEVATION
SCALE: 1/4" = 1'-0"



8 JAMB DETAIL
SCALE: 3/4" = 1'-0"



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



4 GARAGE WEST ELEVATION
SCALE: 1/4" = 1'-0"

BOT ACTION FORM
BUILDING PERMIT 060695
PZHAC REVIEW – 3/5/18

STAFF ANALYSIS

Item:

Case 060695 – 1801 S. Highway 28, submitted by Dorianne Kabo; a request for a building permit to construct a four foot high block wall along the north edge of a commercial property at this address. Zoned: Historical Residential (HR).

Staff Analysis:

The applicant would now like to construct a rock wall between her property and the commercial property to the north. The wall will extend 194 feet along the north property line from the west property line to a point even with the west wall of the building located on the eastern side of the property. The wall will be four feet high for its entire length. The wall will not be near any driveways or roadways and will not be affected by any clear-sight-triangle needs. The wall will be similar in style and structure to walls located on other properties in the area..

Estimated Cost: \$3,500

Consistency with the Code:

If the PZHAC determines that the proposed wall will be compatible with the surrounding properties, then the proposed wall will be consistent with the following sections of the Code:

Chapter 18.35 HR – Historical Residential Zone

Since the rock wall is similar in construction and style to numerous other rock walls that have been approved in the Commercial (C) properties of Town, and since the wall will meet height requirements of the Code, it appears that the wall will be compatible with the Commercial (C) zoning of the property.

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 recommend approval of this request to the BOT.
- The proposed work consists of construction of a rock wall on the north property line at this address.
- The PZHAC has determined that the proposed addition meets all applicable Code requirements.

PZHAC ACTION:

The PZHAC determined that the current plans for the wall meet the Code provided that the wall does not extend onto Town or DOT property, and voted 3 – 0 to recommend APPROVAL of this request to the BOT with the following CONDITION:

The proposed wall will not be extend beyond the applicant's property lines..

BOT OPTIONS:

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

BOT ACTION:

PHOTOS OF PROPERTY LINE WHERE THE WALL WILL BE LOCATED



Doña Ana County, NM

General Reference Maps

2014 Aerial

Addresses

County Address Points

Select Search Type:

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: [R0400314](#)

Parcel Number: 4006137229231

Owner: KABO DORIANNE J &
STEPHEN L CAMP

Mail Address: PO BOX 2065

Subdivision:

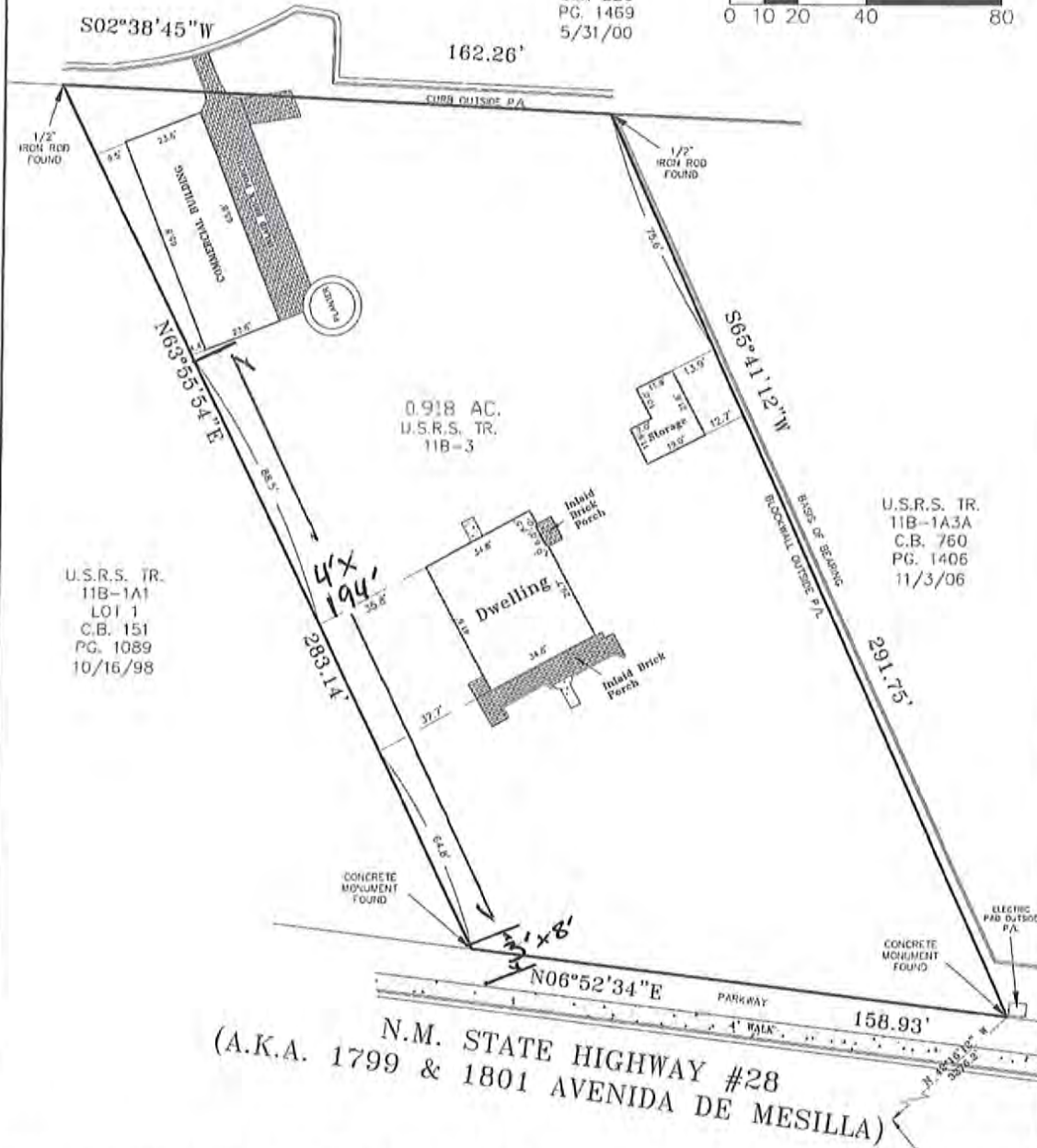
Property Address: 1801 S HWY 28

Acres: 0.91000918





U.S.R.S. TR.
11B-1A1
LOT 2
C.B. 223
PG. 1469
5/31/00



U.S.R.S. TR.
11B-1A1
LOT 1
C.B. 151
PG. 1089
10/16/98

0.918 AC.
U.S.R.S. TR.
11B-3

U.S.R.S. TR.
11B-1A.3A
C.B. 760
PG. 1406
11/3/06

N.M. STATE HIGHWAY #28
(A.K.A. 1799 & 1801 AVENIDA DE MESILLA)

NOTES: INFORMATION IN THE PREPARATION OF THIS PLAT DERIVES FROM WARRANTY DEED FILED APRIL 1, 2005, IN CLERKS BOOK 598, PAGES 520-521, DONA ANA COUNTY RECORDS.

FLOOD ZONE "X"; AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN, IN MAP NO. 35013C0633 E, EFFECTIVE SEPTEMBER 27, 1991.

THIS PLAT MAKES NO GUARANTEES AS TO THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.

BE TO THE N.W. CORNER OF SECTION 25, T.23S., R.1E., N.M.P.M. OF THE U.S.R.S. SURVEYS

INDEXING INFORMATION FOR COUNTY CLERK

PROPERTY OWNER:
CAMP

PROPERTY LOCATION:
TOWN OF MESILLA



PLAT OF SURVEY
SHOWING THE LOCATION OF IMPROVEMENTS
ON A 0.918 ACRE TRACT IN
SECTION 25, T.23S., R.1E., N.M.P.M.
OF THE U.S.R.S. SURVEYS
BEING U.S.R.S. TRACT 11B-3
TOWN OF MESILLA
DONA ANA COUNTY
NEW MEXICO

I, JORGE MOY, A NEW MEXICO PROFESSIONAL SURVEYOR CERTIFY THAT I CONDUCTED THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND PLAT MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

Jorge Moy
JORGE MOY N.M.P.S. 5939

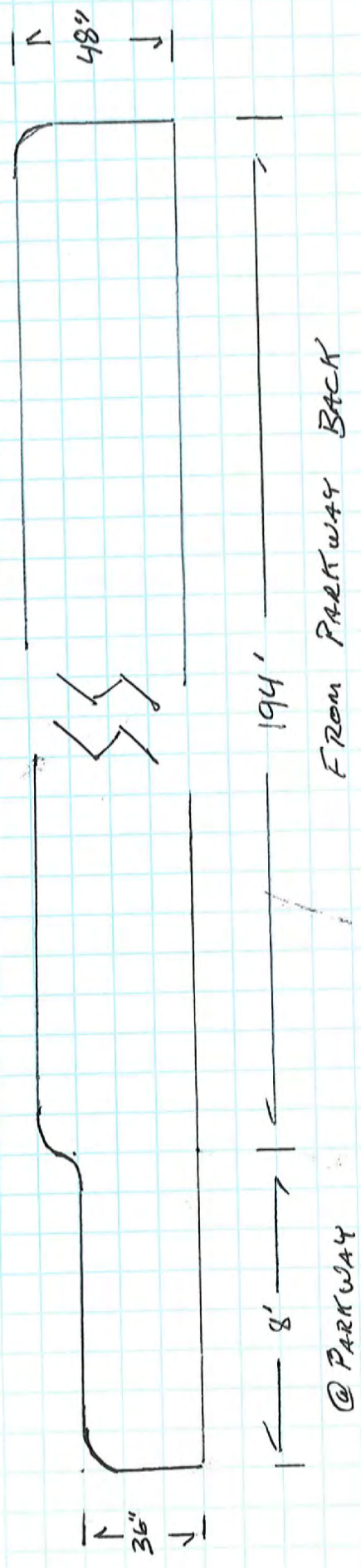


MOY SURVEYING INC.
414 N. DOWNTOWN MALL
LAS CRUCES, NEW MEXICO
88001

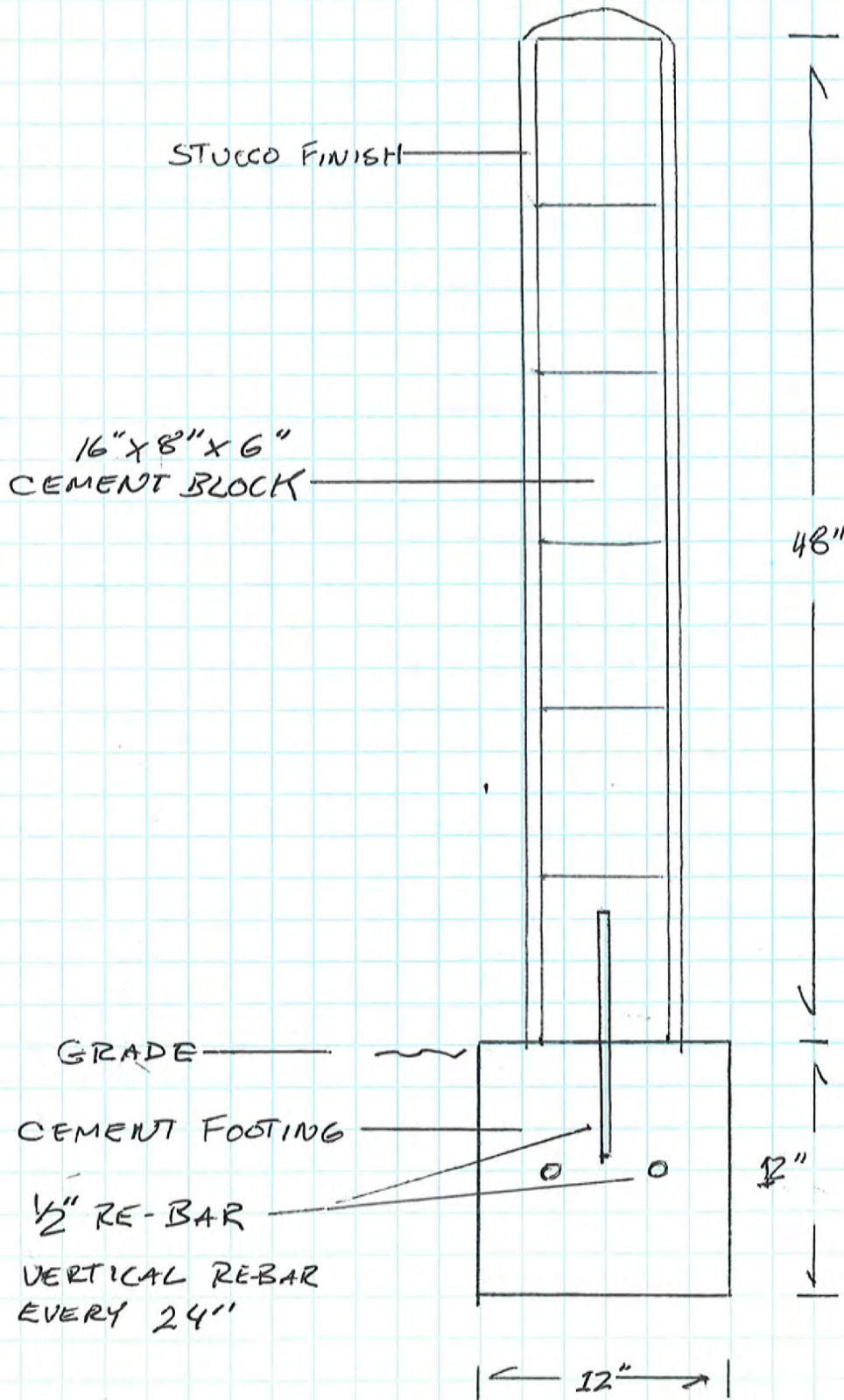
PHONE: (575) 525-9683
FAX: (575) 524-3238

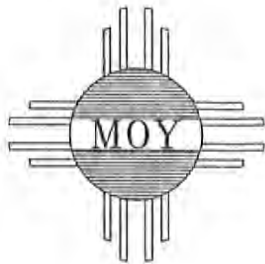
JOB NO. 09-0471b
DRAWN BY ROBERT E. LAWS
FIELD BY PETE & ANTON
DATE 6-11-09 SCALE: 1"=40'

ELEVATION OF BLOCK WALL
(SCALE: 1/4" = 1')



CROSS SECTION OF BLOCK WALL (SCALE - 1/2" = 1')





MOY SURVEYING, INC.

414 N. DOWNTOWN MALL LAS CRUCES, N.M. 88001
PHONE: (575) 525-9683 - FAX (575) 524-3238

JUNE 11, 2009

DESCRIPTION OF A 0.918 ACRE TRACT

A tract of land situate in the Town of Mesilla, Dona Ana County, New Mexico, in Section 25, T.23S., R.1E., N.M.P.M. of the U.S.R.S. Surveys being U.S.R.S. Tract 11B-3 and being more particularly described as follows, to wit:

Beginning at a concrete monument found on the East line of New Mexico State Highway #28 (a.k.a. Avenida De Mesilla) for the Southwest corner of the tract herein described, whence the Northwest corner of Section 25, T.23S., R.1E., N.M.P.M. of the U.S.R.S. Surveys bears N.42°16'12"W., 3276.20 feet;

Thence from the point of beginning and along the East line of said New Mexico State Highway #28 (a.k.a. Avenida De Mesilla) N.06°52'34"E., 158.93 feet to a concrete monument found for the Northwest corner of this tract;

Thence leaving the East line of said New Mexico State Highway #28, N.63°55'54"E., 283.14 feet to a ½" iron rod found for the Northeast corner of this tract;

Thence S.02°38'54"W., 162.26 feet to a ½" iron rod found for the Southeast corner of this tract;

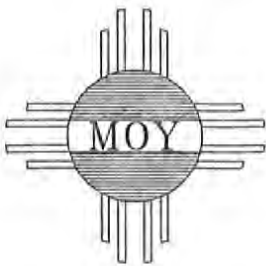
Thence S.65°41'12"W., 291.75 feet to the point of beginning, containing 0.918 acre of land, more or less. Subject to any easements and restrictions of record.

Information in the preparation of this description derives from Warranty Deed filed April 1, 2005, in Clerks Book 598, Pages 520-521, Dona Ana County records - Field notes by MOY SURVEYING INC., License #5939.

Job #09-0471b

rl





MOY SURVEYING, INC.

414 N. DOWNTOWN MALL LAS CRUCES, N.M. 88001
PHONE: (575) 525-9683 - FAX (575) 524-3238

JUNE 11, 2009

DESCRIPTION OF A 0.918 ACRE TRACT

A tract of land situate in the Town of Mesilla, Dona Ana County, New Mexico, in Section 25, T.23S., R.1E., N.M.P.M. of the U.S.R.S. Surveys being U.S.R.S. Tract 11B-3 and being more particularly described as follows, to wit:

Beginning at a concrete monument found on the East line of New Mexico State Highway #28 (a.k.a. Avenida De Mesilla) for the Southwest corner of the tract herein described, whence the Northwest corner of Section 25, T.23S., R.1E., N.M.P.M. of the U.S.R.S. Surveys bears N.42°16'12"W., 3276.20 feet;

Thence from the point of beginning and along the East line of said New Mexico State Highway #28 (a.k.a. Avenida De Mesilla) N.06°52'34"E., 158.93 feet to a concrete monument found for the Northwest corner of this tract;

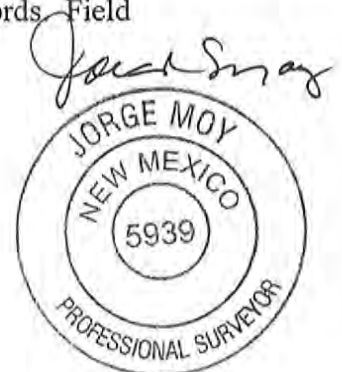
Thence leaving the East line of said New Mexico State Highway #28, N.63°55'54"E., 283.14 feet to a ½" iron rod found for the Northeast corner of this tract;

Thence S.02°38'54"W., 162.26 feet to a ½" iron rod found for the Southeast corner of this tract;

Thence S.65°41'12"W., 291.75 feet to the point of beginning, containing 0.918 acre of land, more or less. Subject to any easements and restrictions of record.

Information in the preparation of this description derives from Warranty Deed filed April 1, 2005, in Clerks Book 598, Pages 520-521, Dona Ana County records. Field notes by MOY SURVEYING INC., License #5939.

Job #09-0471b
rl



TOWN OF MESILLA
APPLICATION FOR COMMERCIAL BUILDING PERMIT
 2231 Avenida de Mesilla, P.O. Box 10, Mesilla, NM 88046 (505)524-3262 Extension 109

CASE NO. 60695 ZONE: C CODE: MISC APPLICATION DATE: 2/22/18

DORIANNE J KABO 575 640 6361
 Name of Applicant Telephone Number

P.O. Box 2065 Ruidoso, NM 88355
 Street Address City State Zip Code

Business Name: 1799 - 1801 Av. de Mesilla 88005

OWNER BUILDER
 Contractor Name and Address

Contractor Telephone Number Contractor Tax I.D. Number Contractor License #

ALL APPLICATIONS FOR ELECTRICAL, MECHANICAL & PLUMBING INSTALLATIONS ARE MADE AT THE CONSTRUCTION INDUSTRIES DIVISION

LOCATION & DESCRIPTION OF PROPOSED WORK: FOUR FEET HIGH BLOCK WALL
RUNNING THE NORTH SIDE OF THE PROPERTY LINE
FROM THE PARKWAY @ HIGHWAY 28, 194' BACK

Estimated Cost:
 Material: 3,500.00 ICBO Valuation: _____
 Labor: _____ Date: 2/13/18

Signature of Applicant NORTHWEST of PROP. Dorianne J. Kabo

THERE IS A TEN (10) DAY MINIMUM REVIEW PERIOD ON ALL APPLICATIONS (with the exception of administrative approvals)

Recorded proof of ownership with legal description of property (deed or current tax bill) (✓)
 Plans are to be sealed by a registered engineer or architect NONE NEEDED (✓)
 Plans sheets are to be no larger than 14 x 18 inches. (✓)

STAFF REVIEW:

CDC: _____ Comments: _____
 DPW: _____ Comments: _____
 FIRE: _____ Comments: _____

PZHAC _____ Administrative Approval
 _____ Approved BOT _____ Approved
 _____ Disapproved _____ Disapproved
 _____ Approved with conditions _____ Approved with condition

CONDITIONS: REVIEW AND APPROVAL BY PZHAC ! BOT REQUIRED

FEE: REVIEW: _____ RECEIPT #: _____ ISSUE DATE: _____
 PERMIT: _____ RECEIPT #: _____ ISSUE DATE: _____

White: File Yellow: DPW Pink: FIRE Gold: Customer

BOARD ACTION FORM

ITEM:

For Approval: Molzen Corbin professional engineering services to design, contract documents and technical specifications and bid administration for the Water Trust Board Water System Improvements Project.

BACKGROUND:

This agreement will allow us to pursue a Construction agreement to finish placing the water meters.

SUPPORTING INFORMATION:

Molzen Corbin Professional Services Agreement

BOT OPTIONS:

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

**AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)**

THIS Agreement, made this 21st day of February 2018 (effective date) by and between Town of Mesilla hereinafter referred to as the OWNER, and Molzen Corbin hereinafter referred to as the ENGINEER. This contract expires on June 15, 2019.

The OWNER intends to construct a Project consisting of Replacement of water meters within the Town of Mesilla service area

in Dona Ana County, State of New Mexico, which may be paid for in part with financial assistance from the United States of America acting through the United States Department of Agriculture - Rural Development, hereinafter referred to as USDA-RD; and/or through the United States Environmental Protection Agency, hereinafter referred to as EPA; and/or the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. Neither the United States or the State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any subagreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

CONTENTS

SECTION A - GENERAL PROVISIONS

1. General
2. Approvals
3. Responsibilities of the ENGINEER
4. Responsibilities of the OWNER
5. Changes
6. Termination of Contract
7. Payment
8. Time
9. Project Design
10. Audits and Access to Records
11. Subcontracts
12. Insurance
13. Environmental Conditions of Site
14. Mutual Waiver
15. Independent Contractor
16. Equal Employment Opportunity
17. Gratuities
18. Covenants Against Contingent Fees
19. Cost and Pricing Data on Federally Funded Projects
20. Remedies
21. Assurance Against Debarment

SECTION B - ENGINEERING SERVICES

- Engineer Services During the Planning Phase
- Engineering Services During the Design Phase
- Engineering Services During the Construction Phase
- Engineering Services During the Operation Phase

SECTION C - SPECIAL PROVISIONS OR MODIFICATIONS

ATTACHMENTS

- Attachment I - Insurance - required
- D** Attachment II - Engineering Services During the Planning Phase
Authorization to proceed date: This ____ day of _____, 20__
Contract Time shall be ____ calendar days from Authorization to proceed date. This phase expires on _____ .
- Attachment III - Engineering Services During the Design Phase
Authorization to proceed date: This ____ day of _____, 20__
Contract Time shall be ____ calendar days from Authorization to proceed date. This phase expires on _____ .

Attachment IV - Engineering Services During the Construction Phase
Authorization to proceed date: This ____ day of _____, 20__
Contract Time shall be ____ calendar days from Authorization to proceed date. This phase expires on _____.

D Attachment V - Engineering Services During the Operation Phase
Authorization to proceed date: This ____ day of _____, 20__
Contract Time shall be ____ calendar days from Authorization to proceed date. This phase expires on _____.

D Attachment VI - Amendments to Agreements for Engineering Services
-----his phase expires on _____.

SECTION A - GENERAL PROVISIONS

1. General

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event, any provisions of this Agreement or any subsequent amendment shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) The OWNER and the ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of the OWNER and the ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement. Neither the OWNER nor the ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may be become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the OWNER or the ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them; and

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the OWNER to confirm all Funding Agency requirements are met.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, at which representatives of the Funding Agency and interested parties will also be in attendance, and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

2. Approvals

(a) This Agreement shall not become effective until reviewed and approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER. The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is for administrative purposes only and does not relieve the ENGINEER or OWNER of their responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

3. Responsibilities of the ENGINEER

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at <http://www.epa.gov/quality/index.html>. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER shall, promptly and without additional compensation, correct or revise errors or omissions in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.

(c) The OWNER or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be, and shall remain, liable to the proportionate extent, in accordance with applicable law, for damages to the OWNER caused by the ENGINEER'S negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) The ENGINEER'S opinions of probable Construction Cost are to be made on the basis of the ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost and project schedules will not vary from opinions of probable Construction Cost prepared by the ENGINEER. If the OWNER wishes greater assurance as to probable Construction Cost, the OWNER shall employ an independent cost estimator.

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over the Contractor's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and

programs incident to the Contractor's work in progress, nor for any failure of the Contractor to comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work.

(g) The standard of care of all professional engineering and related services performed or furnished by the ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. The ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other, express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

4. Responsibilities of the OWNER

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) The OWNER shall be responsible for, and the ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the OWNER to the ENGINEER pursuant to this Agreement. The ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of the OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of documents for information and reference in connection with use on the Project by the OWNER. Such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. Any verification or adaptation as stated above, will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

5. Changes

(a) The OWNER and the ENGINEER may, at any time, with prior approval of the Funding Agency, make changes within the general scope of this Agreement in the services or work to be performed. Any such change must be in writing and approved by both parties to this Agreement. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

(c) All changes to the scope, cost or time of this Agreement and services described in the Attachments must be in writing and documented in Attachment VI - Amendment to Agreements for Engineering Services.

6. Termination of Contract

(a) This Agreement may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Any termination must be in writing. No such termination may be effected unless the other party is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) an opportunity to cure the default with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate; and 2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall: 1) promptly discontinue all affected work (unless the notice directs otherwise); and 2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 6(c) of this clause.

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by

the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed in the Attachments.

(b) The OWNER shall pay the ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate Attachment. The amounts payable to the ENGINEER for reimbursable expenses will be the project-related internal expenses, such as reproduction, and all invoiced external reimbursable expenses allocatable to the project, including consultants, multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Mileage and per diem will not be multiplied by a factor. Reimbursable expenses shall not exceed the estimate in the Attachments without prior written approval of the OWNER, with Funding Agency concurrence. Copies of invoices from consultants, mileage logs, and receipts for which the ENGINEER is requesting reimbursement must accompany the ENGINEER'S invoice.

(c) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If the OWNER contests an invoice, the OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(d) Final Payment under this Agreement, or settlement upon termination of this Agreement, shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(e) If the OWNER fails to make any payment due to the ENGINEER within forty-five (45) calendar days after the OWNER's receipt of the ENGINEER's invoice, the amount due to the ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. Any payment of interest under this contract is not reimbursable from grant or loan funds. In addition, after ten (10) calendar days' prior written notice, the ENGINEER may suspend services under this Agreement until the ENGINEER is paid in full. The OWNER waives any and all claims against the ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

1. The ENGINEER has prepared and the OWNER has approved a schedule for the performance of the ENGINEER's services. This schedule is reflected in the contract time(s) as detailed in the Attachment(s) and represents reasonable times in which to complete the services. The schedule includes reasonable times required for the OWNER and other applicable parties to the agreement to provide necessary information, provide any applicable services not included in the ENGINEER's Scope of Work and make decisions necessary for completion of the work. The schedule also includes reasonable allowances for review and approval times required by the OWNER and by public authorities having jurisdiction over the Project. The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the

ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated schedule regardless of the reason.

4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or negligence of the OWNER, changes in the Work as agreed upon by the OWNER and the ENGINEER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended per Section 5 of this Agreement. Extensions of time not associated with modifications or changes to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages, as found in Subsection (b) of this Section.
5. The ENGINEER shall promptly notify the OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. The OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will provide for completion within the Contract Time. It is expressly understood and agreed, by and between the ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. The ENGINEER agrees to promptly notify the OWNER of delays in completing the services under this Agreement that are beyond ENGINEER'S control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails, or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the Attachments, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly payments due to the ENGINEER, or from other monies being withheld from the ENGINEER, when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of liquidated damages shall be determined at completion and the ENGINEER shall be liable for any liquidated damages over and above unpaid balances held by the OWNER.
4. The OWNER and the ENGINEER agree that reasonable liquidated damages for delay (but not as a penalty) due from the ENGINEER to the OWNER are One-Hundred Dollars .(liQQ) (minimum one-hundred dollars [\$100.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. The OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

10. Audits and Access to Records

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof. and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, the OWNER, and the State water pollution control agency, or their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to agreements it awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to agreements (except formally advertised, competitively awarded, fixed price agreements) and agreement amendments regardless of the type of agreement. In addition, this right of access applies to records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

11. Subcontracts

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants but will not dictate whom the ENGINEER must hire.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due to the ENGINEER and detailed in the Attachments without prior written approval of the OWNER and funding agency.

12. Insurance

The ENGINEER agrees to obtain and maintain, at their expense, such insurance as specified in Attachment I

13. Environmental Condition of Site

(a) The OWNER has disclosed to the ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) The OWNER represents to the ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to the ENGINEER, exist at the Site.

(c) If the ENGINEER encounters an undisclosed Constituent of Concern, then the ENGINEER shall notify: 1) the OWNER; and 2) appropriate governmental officials if the ENGINEER reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that the ENGINEER'S scope of services does not include any services related to Constituents of Concern. If the ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then the ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until the OWNER: 1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and 2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of the ENGINEER'S services under this Agreement, then the ENGINEER shall have the option of: 1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or 2) terminating this Agreement for cause on 30 calendar days' notice.

(f) Owner acknowledges that the ENGINEER is performing professional services for the OWNER and that the ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with the ENGINEER'S activities under this

Agreement.

14. Mutual Waiver

To the fullest extent permitted by law, the OWNER and the ENGINEER waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. Independent Contractor

The ENGINEER will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by the ENGINEER'S performance of the Services.

16. Equal Employment Opportunity

The ENGINEER shall comply with U.S. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by U.S. Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

17. Gratuities

(a) If the OWNER find that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the Funding Agency in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in Subsection (a) of this Section, the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

18. Covenant Against Contingent Fees

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

19. Cost and Pricing Data on Federally-funded Projects (delete section if not applicable)

The ENGINEER and its subcontractor(s) confirm that cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

20. Remedies

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

21. Assurance Against Debarment

The ENGINEER confirms that it and its subcontractors have not been suspended or debarred by EPA, USDA, or the State of New Mexico.

SECTION B -ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

1. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment I - Engineering Services During the Planning Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
2. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment III - Engineering Services During the Design Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
3. ENGINEER shall complete the ENGINEER SERVICES described in Attachment IV - Engineering Services During the Construction Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.
4. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment V - Engineering Services During the Operation Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

SECTION C-SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT

(Mark those that apply or describe, attach or indicate "None")

§J None

D For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the community can only submit one reimbursement request. This request for payment must be based on a final invoice and can only occur after the document is approved by the pertinent reviewing agency. Interim payments to the engineer will be at the discretion of the community as agreed upon in this contract.

D 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 OWNER may immediately terminate this Agreement by giving the ENGINEER written notice of such termination. The OWNER's decision as to whether sufficient appropriations are available shall be accepted by the ENGINEER and shall be final. The ENGINEER hereby waives any rights to assert an impairment of contract claim against the OWNER or NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the OWNER or the Department

D This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the OWNER may early terminate this contract by providing the ENGINEER written notice of such termination. In the event of termination pursuant to this paragraph, the OWNER's only liability shall be to pay the ENGINEER or vendor for acceptable goods delivered and services rendered before the termination date.

0 MODEL CONTRACT CLAUSE FOR ENGINEERING AGREEMENTS used for Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) projects.

1. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

2. CHANGES

1. The OWNER may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the ENGINEER'S cost or time required to perform any services under this contract, whether or

not changed by any order, the OWNER shall make an equitable adjustment and modify this contract in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the OWNER'S notification of change, unless the OWNER grants additional time before the date of final payment.

2. No claim by the ENGINEER for an equitable adjustment shall be allowed if made after final payment under this contract.

3. No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

3. TERMINATION

a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b. This contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and; 2) an opportunity for consultation with the terminating party prior to termination.

c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this contract shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

d. Upon receipt of a termination action under paragraphs (a) or (b) above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Engineer in performing this contract, whether completed or in process.

e. Upon termination under paragraphs (a) or (b) above, the Owner may take over the work and may award another party a contract to complete the work under this contract.

f. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Owner. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

4. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the OWNER and the ENGINEER arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the OWNER is located.

5. AUDIT; ACCESS TO RECORDS

a. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The ENGINEER shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the OWNER. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the OWNER, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the ENGINEER agrees to make paragraphs (a) through (f) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the ENGINEER agrees to make paragraphs (a) through (f) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

f. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the sub-agreement is terminated for default or for convenience.

6. COVENANT AGAINST CONTINGENT FEES

The ENGINEER assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance, the OWNER shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. GRATUITIES

a. If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER'S agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the OWNER, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the OWNER may, by written notice to the ENGINEER, terminate this contract. The OWNER may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the contract by the ENGINEER, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Owner) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

8. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the ENGINEER shall execute and deliver to the OWNER a release of all claims against the OWNER arising under, or by virtue of, this contract, except claims which are specifically exempted by the ENGINEER to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the OWNER'S claims against the ENGINEER under this contract.

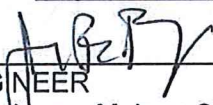
9. 40 CFR Part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legal available remedies.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement on the respective dates indicated below.
The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section C.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____
OWNER
Type Name Town of Mesilla
Title Mayor Nora L. Barraza

By:  _____ Date: 2/21/18
ENGINEER
Type Name Molzen Corbin & Associates Inc.
Title Jerry B. Paz, PE, Executive Vice President
Address 1155 Commerce Drive
Suite F
Las Cruces, NM 88011

REVIEWED AND APPROVED: FUNDING AGENCY
AGENCY NAME: _____
By _____
Type Name _____
Date _____

ATTACHMENT I – Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$1,000,000 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

ATTACHMENT III – Engineering Services During the Design Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 21st day of February, 2018 (effective date) by and between the Town of Mesilla, the OWNER, and Molzen Corbin & Associates, the ENGINEER, the OWNER and ENGINEER agree this 1st day of March, 2018 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Design Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

- A. Perform or provide the following tasks and/or deliverables:
- Constuction design documents for the replacment of water meters with radio based automatic meters. These documents will utilize EJCDC bidding documents, general conditions and technical specificaitons for the complete water meter replacement from water service connection on the existing service line to the customer's side. To include;
 - Coordinate with Owner, meter representative and funding agency.
 - Water service connection details and overall area mapping
 - Develop a list of meters to be replaced
 - Print and distribute bidding documents
 - Bidding and Award assistance
 - Construction adminstration, grant coordination, funding reimbursement/disbursement requests.

- B. Cost Proposal – Include hourly breakdown for each task

<u>Task</u>	<u>Civil Hours</u>	<u>ADMIN. Hours</u>	<u>Total Hours</u>
<u>Pre-Design/Study/Programing</u>	<u>14.00</u>	<u>0.00</u>	<u>14.00</u>
<u>Design Development (60%)</u>	<u>54.00</u>	<u>4.00</u>	<u>58.00</u>
<u>Construction Documents (90%)</u>	<u>36.00</u>	<u>2.00</u>	<u>38.00</u>
<u>Final Design (100%)</u>	<u>16.50</u>	<u>2.00</u>	<u>18.50</u>
<u>Bidding/Award</u>	<u>15.00</u>	<u>2.00</u>	<u>17.00</u>
<u>Construction Admin. Services</u>	<u>43.00</u>	<u>4.00</u>	<u>47.00</u>
<u>Closeout</u>	<u>14.00</u>	<u>0.00</u>	<u>14.00</u>
<u>Total</u>	<u>192.50</u>	<u>14.00</u>	<u>206.50</u>

- C. Reimbursable Expense Schedule
None

- D. Contract Time shall be 150 calendar days from the date of the OWNERS signature on Attachment III. Design phase services shall be completed and accepted by the OWNER by June 29, 2018 (DATE). If design phase services have not been completed and accepted by Owner the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Design Phase shall be by the
- LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Design Phase, as described, including reimbursable expenses shall not exceed \$\$25,789.50, excluding gross receipt tax.
- STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the Design Phase, as described, shall not exceed \$_____, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.
3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

4. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____
 OWNER
 Type Name Town of Mesilla
 Title Mayor Nora L. Barraza

By: Jerry B. Paz Date: 2/21/18
 ENGINEER
 Type Name Molzen Corbin & Associates
 Title Jerry B. Paz, PE, Executive Vice President
 Address 1155 Commerce Drive
Suite F
Las Cruces, NM 88011

REVIEWED AND APPROVED: FUNDING AGENCY
 AGENCY NAME: _____
 By _____
 Type Name _____
 Date _____

ATTACHMENT IV – Engineering Services During the Construction Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 21st day of February, 2018 (effective date) by and between the Town of Mesilla, the OWNER, and Molzen Corbin & Associate, the ENGINEER, the OWNER and ENGINEER agree this 1st day of March, 2018 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Construction Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

- A. Perform or provide the following tasks and/or deliverables:
Weekly observation (3 random days a week) of 20% - 25% of meter installations and special observation of atypical meter installations is accounted for in the time & materials fee proposal. It is anticipated that the contractor will install 8 to 12 meters per day, which would include new meter sets, meters, meter boxes and recording of meter data (old & new) to be turned in daily.
It is anticipated that the contractor will require 60 working days to install meters. An Observer providing oversight for 25% of meter installations, In addition, observation time is included for; any special installations, biweekly meetings, review of pay application, final inspection, development of punch list and follow-up inspection.

- B. Cost Proposal – Include hourly breakdown for each task
See attached manhour estimate.

- C. Reimbursable Expense Schedule
Senior Observer, \$85/hour
Copies 8 1/2" x 11", \$0.11/copy
Color Copies, \$1.00/copy
Color Copies, 11" x 17', \$2.00/copy
Milage, \$0.545/Mile
Prints/Plots 24" x 36", \$3.00/sheet

- D. Contract Time shall be 360 calendar days from the date of the OWNERS signature on Attachment IV. Construction phase services shall be completed and accepted by the OWNER by 12/31/2018 (DATE). If construction phase services have not been completed and accepted by 12/31/2018 the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Construction Phase shall be by the

LUMP SUM method of payment. The total amount of compensation for ENGINEERING SERVICES During the Construction Phase, as described, including reimbursable expenses shall not exceed \$_____, excluding gross receipt tax.

STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the Construction Phase, as described, shall not exceed \$15000, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

4. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____
OWNER
Type Name Town of Mesilla
Title Mayor Nora L. Barraza

By: Jerry B. Paz Date: 2/21/18
ENGINEER
Type Name Molzen Corbin & Associate
Title Jerry B. Paz, PE, Executive Vice President
Address 1155 Commerce Drive
Suite F
Las Cruces, NM 88011

REVIEWED AND APPROVED: FUNDING AGENCY
AGENCY NAME: _____
By _____
Type Name _____
Date _____

CONSTRUCTION OBSERVATION MANHOURL ESTIMATE
Water Meter Replacement Project
Town of Mesilla
John Montoya



TIME AND MATERIAL		CIVIL OBSERVATION			ADMINISTRATIVE		Grand Totals
No.	Project Task	Project manager	Senior Observer	ADMIN - Support			
Vii.	Construction Admin. Services						
	Observation - Part time weekly - 3 days a week for 2.5 to 3.5 hours. Observing the installation of 2-3 meters per day/visit.						
1	Installation of 8 to 12 meters per day. Construction duration is approximately 60 working days. (36 visits @ average 3 hours per visit)		108.00				108.00
2	Daily Reports and Coordination with Owner (36 visits @ average of 0.5 hours per visit)		18.00	3.00			21.00
3	Atypical installations and clarifications to Contractor and Owner		9.00				9.00
4	Biweekly meetings if required by Contractor & Owner		6.00				6.00
5	Review of Pay Applications and quantities requested for payment		3.00	1.00			4.00
6	Project Management	2.50					2.50
7	Quality Assurance	3.50					3.50
	Subtotal Hours Construction Admin. Services	6.00	144.00	4.00			154.00
	Subtotal Fees Construction Admin. Services	\$990.00	\$12,240.00	\$360.00			\$13,590.00
Viii.	Closeout						
1	Final Inspection & punch list		2.50	0.50			3.00
	Follow up inspection to ensure items were completed as presented in punch list. And provide follow up to owner		3.50				3.50
3	Project Management	0.50					0.50
4	Quality Assurance	0.50					0.50
	Subtotal Hours Closeout	1.00	6.00	0.50			7.50
	Subtotal Fees Closeout	\$165.00	\$510.00	\$45.00			\$720.00
	Total Labor Hours	7.00	150.00	4.50			161.50
	Standard Billing Rate or Fee	\$165.00	\$85.00	\$90.00			
	Fee Dollars	\$1,155.00	\$12,750.00	\$405.00			\$14,310.00

OBSERVATION CALCULATION
 Water Meter Replacement Project
 Town of Mesilla
TIME AND MATERIALS

MOLZENCORBIN

John Montoya

COST **PROJECTED FEE**

OBSERVATION			
Total Labor From Observation Calculation			\$14,310.00
REIMBURSABLE EXPENSES			
In-House Copies	\$0.11	Quantity 300.00	\$33.00
In-House Color Copies (8 1/2 x 11)	\$1.00		\$0.00
In-House Color Copies (11 x 17)	\$2.00		\$0.00
In-House Large Format Plots	\$3.00		\$0.00
Mileage	\$0.545	1,200.00	\$654.00
Commercial Travel			
Lodging - Per Diem (Observer /night)	\$89.00	0.00	\$0.00
Meals - Per Diem (per person /day)	\$51.00	0.00	\$0.00
Photo			
Postage			
Supplies/Misc.			
Reimbursable Subtotal			\$687.00
Markup (if any)		0%	\$0.00
SUBTOTAL REIMBURSABLE EXPENSES			\$0.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES			\$14,997.00
NMGRT		8.3125%	\$1,246.63
TOTAL		INFO ONLY LC 8.3125	\$16,243.63

BOARD ACTION FORM

ITEM:

For Approval: To participate in the NMDOT 2018 Annual Hardship Sale to purchase surplus automotive and road equipment.

BACKGROUND:

Hardship sale allows municipalities to submit a letter of justification, resolution and equipment wish list to qualify for a MAX of \$25,000.00.

SUPPORTING INFORMATION:

NMDOT Letter

BOT OPTIONS:

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



TOWN OF MESILLA

Public Works Department

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

Office: (575) 524-3262 ext. 103

Fax: (575) 541-6327

March 6, 2018

Mr. Matthew S. Chavez, Management Analyst
Fleet Management Bureau - SB-2
P.O. Box 1149
Santa Fe, New Mexico 87504-1149

RE: NMDOT 2018 Annual Hardship Sale

Dear Mr. Chavez,

The Town of Mesilla is interested in applying for the NMDOT 2018 Hardship Sale administered by the New Mexico Department of Transportation.

The Town of Mesilla is still in the recovery process all though our reserves are slowly growing. If a major infrastructure problem occurs any reserves we have will be depleted. Our annual budget for the Town is \$1.4 million which covers salaries, operating and maintenance costs. Due to financial hardship the governing body is requesting your review of our financial analysis and confirmation of hardship.

A resolution declaring the Town of Mesilla is facing a financial hardship is enclosed for your review and consideration. Also enclosed is a list of equipment the Town is in dire need of heavy and road equipment.

The Town therefore respectfully requests your approval of the \$25,000.00 to purchase surplus automotive and major road equipment for the Town of Mesilla.

Sincerely,

Debra Lujan
Public Works Director, Town of Mesilla

Enclosures

Cc: file

RESOLUTION NO. 2018-03
TOWN OF MESILLA

**PARTICIPATION IN THE NMDOT 2018 ANNUAL HARDSHIP SALE TO APPLY FOR HARDSHIP FUNDS
BY NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the **Town of Mesilla** possesses limited equipment replacement fund; and

WHEREAS, the general maintenance of roads and infrastructures is a necessity to ensure public safety for all motorists and pedestrians utilizing our right-of-ways; and

WHEREAS, a lack of dependable road equipment make it difficult for the Town of Mesilla to provide reasonable and responsive service throughout the Town; and

WHEREAS, assistance provided through the New Mexico Department of Transportation 2018 Annual Hardship Program 18 NMAC 27.4 provides the opportunity for the Town of Mesilla to add and upgrade its road equipment; and

WHEREAS, the **Town of Mesilla** do hereby declare a need to request assistance from the New Mexico Department of Transportation and hereby authorize Town Clerk and/or Public Works Director to request funds for the purchase of New Mexico Department of Transportation surplus equipment.

Now therefore, be it resolved that the **Town of Mesilla** supports the preparation and submittal of an application in accordance with the procedures established by the New Mexico Department of Transportation.

PASSED AND APPROVED this 12th day of March, 2018.

BOARD OF TRUSTEES

Nora Barraza, Mayor

ATTESTED:

Cynthia Stoechner-Hernandez
Town Clerk/Treasurer



TOWN OF MESILLA

Public Works Department

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

Office: (575) 524-3262 ext. 103

Fax: (575) 541-6327

2018 Hardship Sale Equipment Wish List

1. Skid Steer: To replace our 1988 Skid Steer
2. Street Sweeper: To replace our 2001 Schwarze and to be utilized to keep our streets clean
3. Asphalt Roller: To maintain our roads
4. Dump Truck: To be utilized to haul tree branches, asphalt, gravel, sand, road debris and pull bigger trailers and equipment
5. Locating Equipment: To help us locate our utilities
6. Water Truck: road repairs and to remove ponding water from our roadway with poor drainage
7. Ride on Trencher: Water Taps, sewer taps and sprinkler systems
8. Small Excavator: Easier to maneuver in our narrow streets



January 23, 2018

New Mexico Incorporated Municipality or County

SUBJECT: NM DOT 2018 ANNUAL HARSHIP SALE

The Local Government Road Fund is administered by the New Mexico Department of Transportation (NM DOT). The annual \$500,000.00 fund shall be used only by incorporated municipalities and counties to purchase surplus automotive and major road equipment.

In order to qualify for a MAX of \$25,000 - municipalities or counties must submit:

1. A Letter of Justification explaining the entity's financial hardship. Justification should be no longer than 2-3 pages;
2. A Resolution or Certification indicating financial hardship; and,
3. An Equipment Wish List of items they are interested in acquiring at the Sale.

The items must be received by March 31, 2018 at the following address:

**New Mexico Department of Transportation
 Fleet Management Bureau - SB-2
 Attn: Matthew S. Chavez, Management Analyst
 P.O. Box 1149
 Santa Fe, NM 87504-1149**

NM DOT will then coordinate with NM Department of Finance and Administration Local Government Division for financial analysis and confirmation of hardship.

NM DOT will also submit request to the State Transportation Commission.

A letter will be sent notifying each entity of their request no later than June 30, 2018.

NMDOT will conduct the 2018 Annual Hardship Sale on Wednesday, August 1, 2018 from 8:00 AM - 4:30 PM at the NM DOT Auction Yard located at 7315 Cerrillos Road, Santa Fe, NM. Sale will begin promptly at 8:00 AM

Please contact Mr. Matthew S. Chavez at matthew.chavez@state.nm.us or 505-827-5542 with questions.

Sincerely

John H. Kraul
Acting NM DOT State Fleet Equipment Manager

Susana Martinez
Governor

Tom Church
Cabinet Secretary

Commissioners

Ronald Schmeits
Chairman
District 4

Dr. Kenneth White
Secretary
District 1

David Sepich
Commissioner
District 2

Keith Mortensen
Commissioner
District 3

Butch Mathews
Commissioner
District 5

Billy Moore
Commissioner
District 6

MEMORANDUM

TO: MAYOR NORA L. BARRAZA AND BOARD OF TRUSTEES
FROM: LARRY SHANNON, COMMUNITY DEVELOPMENT COORDINATOR
SUBJECT: ACTIVITY REPORT – FEBRUARY, 2018
DATE: MARCH 5, 2018

PZHAC BUSINESS [Items presented to the PZHAC]

PZHAC WORK SESSION ITEMS:

1. Submitted by Daniel Fernandez, a request to discuss plans to construct a dwelling at 2985 Estrada Road. (Case 060684) Zoned: Residential/Agricultural (RA).
2. Submitted by Stephan Cadena, a request to discuss plans to construct a dwelling on a property just west of a property at 2230 Calle del Sur. (Case 060685) Zoned: Historical Residential (HR).
3. Submitted by Ouida Touchon, a request to discuss plans to construct an adobe wall at 2615 Calle de Guadalupe. (Case 060686) Zoned: Historical Residential (HR)
4. Submitted by Francisco Torres, a request to discuss plans to construct an upstairs addition, a covered patio, and a wall along a property line on a dwelling at 631 Calle Tercera (Case 060688) Zoned: Historical Residential (HR).
5. Submitted by Morgan Switzer, a request to discuss plans to add an entry, concrete patio and fencing to a structure at 2310 Avenida de Mesilla (Case 060689). Zoned: Historical Commercial (HC).

PZHAC ADMINISTRATIVE APPROVALS:

Building Permits

1. **Case 060677** – 2900 Bowman Street, submitted by Cale Robertson; a request for a building permit to chase and repair a clogged sewer line to a dwelling at this address. Zoned: Residential, one acre minimum (R-1).
2. **Case 060678** – 1799 Avenida de Mesilla, submitted by Dorianne J. Kabo; a request for a building permit to rock driveway apron with a cement apron. Zoned: General Commercial (C).
3. **Case 060679** – 2920 Avenida de Mesilla, submitted by Dave Hooker; a request for a building permit to repaint a canopy over the gasoline islands at this address. Zoned: General Commercial (C).
4. **Case 060680** – 2320 Calle de Santa Ana, submitted by Julio Ramirez; a request for a permit to a natural gas line and meter on a dwelling at this address. Zoned: Historical Commercial (HC).
5. **Case 060681** – 2716 Calle de Guadalupe, submitted by Albert Fountain; a request for a permit to upgrade an electric panel on a dwelling at this address. Zoned: Historical Residential (HR).

PZHAC DECISION ITEMS:

Building Permits

1. **Case 060683** – 2750 Boldt Street, submitted by Solar Smart Living for Jerome Walker, a request for a building permit to allow the installation of solar photo-voltaic panels on the roof of a dwelling at this address. Zoned: Historical Residential (HR).
2. **Case 060684** – 2985 Estrada Road, submitted by Daniel Fernandez; a request for a building permit to construct a dwelling at this address. Zoned: Residential/Agricultural (RA).
3. **Case 060685** – a property just west of 2230 Calle del Sur, submitted by Steven Cadena; a request for a building permit to construct a dwelling at this address. Zoned: Historical Residential (HR).
4. **Case 060686** – 2615 Calle de Guadalupe, submitted by Ouida Touchon; a request to for a building permit to construct an adobe wall on the property line at this address. Zoned: Historical Residential.
5. **Case 060687** – 1981 Calle de Correo, submitted by Positive Energy, Inc. for Gail Forrest; a request for a building permit to allow the installation of solar photo-voltaic panels on the roof of a dwelling at this address. Zoned: Historical Residential (HR).
6. **Case 060688** – 2631 Calle Tercera, submitted by Francisco Torres; a request for a building permit to construct an upstairs addition, a covered patio, and a wall along a property line on a dwelling at this address. Zoned: Historical Residential (HR).
7. **Case 060689** – 2310 Avenida de Mesilla, submitted by Morgan Switzer; a request for a building permit to add an entry, concrete patio and fencing to a structure at this address. Zoned: Historical Commercial (HC).

Business Permits

11. 2645 Calle del Sur, submitted by Ralph S. Lucero for RJR Enterprises, LLC; DBA “Lucero & Sons Plumbing, Heating and Cooling”; a request for a business registration to operate an office out of a dwelling at this location as a home occupation. Zoned: Historical Residential (HR).
12. **Registration 0711** – 2172 Calle de Santiago, submitted by Meghan M. Avilucea for “Salon de Mesilla”; a request for a business registration to operate as a hairdresser out of an existing salon at this address. Zoned: Historical Commercial (HC)
13. **Registration 0712** – 3150 McDowell Road, submitted by Carol Wortner for “Carol Wortner Fine Art”; a request for a business registration to operate an art studio out of a dwelling at this address. Zoned: Residential, one acre minimum (R-1).

Business Registrations:

1. **0711** – 2172 Calle de Santiago, submitted by Meghan M. Avilucea for “Salon de Mesilla”; a request for a business registration to operate as a hairdresser out of an existing salon at this address. Zoned: Historical Commercial (HC)
2. **0712** – 3150 McDowell Road, submitted by Carol Wortner for “Carol Wortner Fine Art”; a request for a business registration to operate an art studio out of a dwelling at this address. Zoned: Residential, one acre minimum (R-1).

If you have any questions, comments or concerns please feel free to call me at 524 -3262 ext. 104; or e-mail me at larrys@mesillanm.gov.

**Town of Mesilla Assessor's Report
FEBRUARY 2018**

Mesilla CASE #	DAC ACC'T #	APPL. DATE	ISSUEE/CONTRACTOR	VALUATION / COST	FEE	BLDG CODE	ADDRESS	DESCRIPTION OF WORK
060682	04-00502, 04-00508	1/7/18	Davie and Kelly Salas/self	2,500.00	90.00	MI	2417/2419 Calle de Parian	Construction of a front yard fence in front of tow residential lots at this address.
060687	04-00370	2/8/18	Gail Forrest/Positive Energy, Inc.	23,884.00	46.50	MI	1961 Calle de Correo	Install roof mounted solar panels on a dwelling at this address.
060688	04-00564	2/9/18	Franciso Torres/self	20,000.00	40.50	AD	2631 Calle Tercera	Construct an addition and renovations to a dwelling at this address.
060689	04-00340	2/8/18	Morgan Switzer/self	10,000.00	25.50	ALT	2310 Avenida de Mesilla	Construct a small patio and add an entrance to a commercial structure at this address
060691	04-01197	2/14/18	Joni Guterriez/Eloy Landscape	1,500.00	68.00	MI	2350 Calle de Parian	Install a two foot high landscape wall along the front edge of the property, a this address
060692	04-00177	2/20/18	Les Williamson/self	120.00	0.00	MI	2532 Calle del Norte	Repaint a tool shed at this address.
060693	04-00386	2/22/18	David and Sylvia Fierro/Fierro Enterprises	30,000.00	55.50	ADM	1985 Calle de Colon	Renovations to the interior and restucco the exterior of a dwelling at this address.
060694	04-00386	2/22/18	David and Sylvia Fierro/Fierro Enterprises	25,000.00	48.00	MI	1985 Calle de Colon	Replace the windows on a dwelling at this address.
060695	04-00314	2/22/18	Dorianne J. Kabo/self	3,500.00	90.00	MI	1801 Avenida de Mesilla	Buiod a rock wall along a property
060696	04-00299	2/22/18	Eric and Teresa Sanchez/Sun Vista Construction	30,000.00	55.50	ADM	2231 Calle de Parian	Conversion of a concrete block pool house to a residential garage.
060697	04-00159	2/22/18	Cesario Alvillar/Eduardo Reyes	6,000.00	19.50	RR	211 Calle del Oeste	Repair a roof on a dwelling at this address.

Community Projects Report

Project	Description
Current Contact information	Irene E. Parra Email: irenep@mesillanm.gov Work: 575-524-3262 Cell:575-571-3890
Easter Bunny in the Plaza	The Town of Mesilla will host the Easter Bunny in the Plaza, for Mesilla Elementary School students on Wednesday March 28 th at 9am. Volunteers are needed to help hide eggs.
El Paso Electric Grant	I am reapplying for funding for the El Paso Electric Grant. The funds will go towards the Summer Recreation Program salaries and equipment. Last year the town received approximately \$2,000.00.
Cinco de Mayo	I continue to receive applications from vendors for the fiesta. Once the schedule is confirmed, posters will be distributed throughout the community.
Clean up Day in Mesilla	The Town of Mesilla will be hosting a Clean up Day in Mesilla, on Saturday April 21 st , the day before Earth Day. I am working with the local schools and Los Leones to recruit volunteers.
Clean & Beautiful Grant	I am re-applying for funds through the Clean & Beautiful Grant. Currently, I am looking to continue improvements to the Community Center park, as well as efforts to eradicate graffiti. Last year the Town of Mesilla received \$3,900.00 to build a dog park.



MEMORANDUM

To: Mayor and Trustees

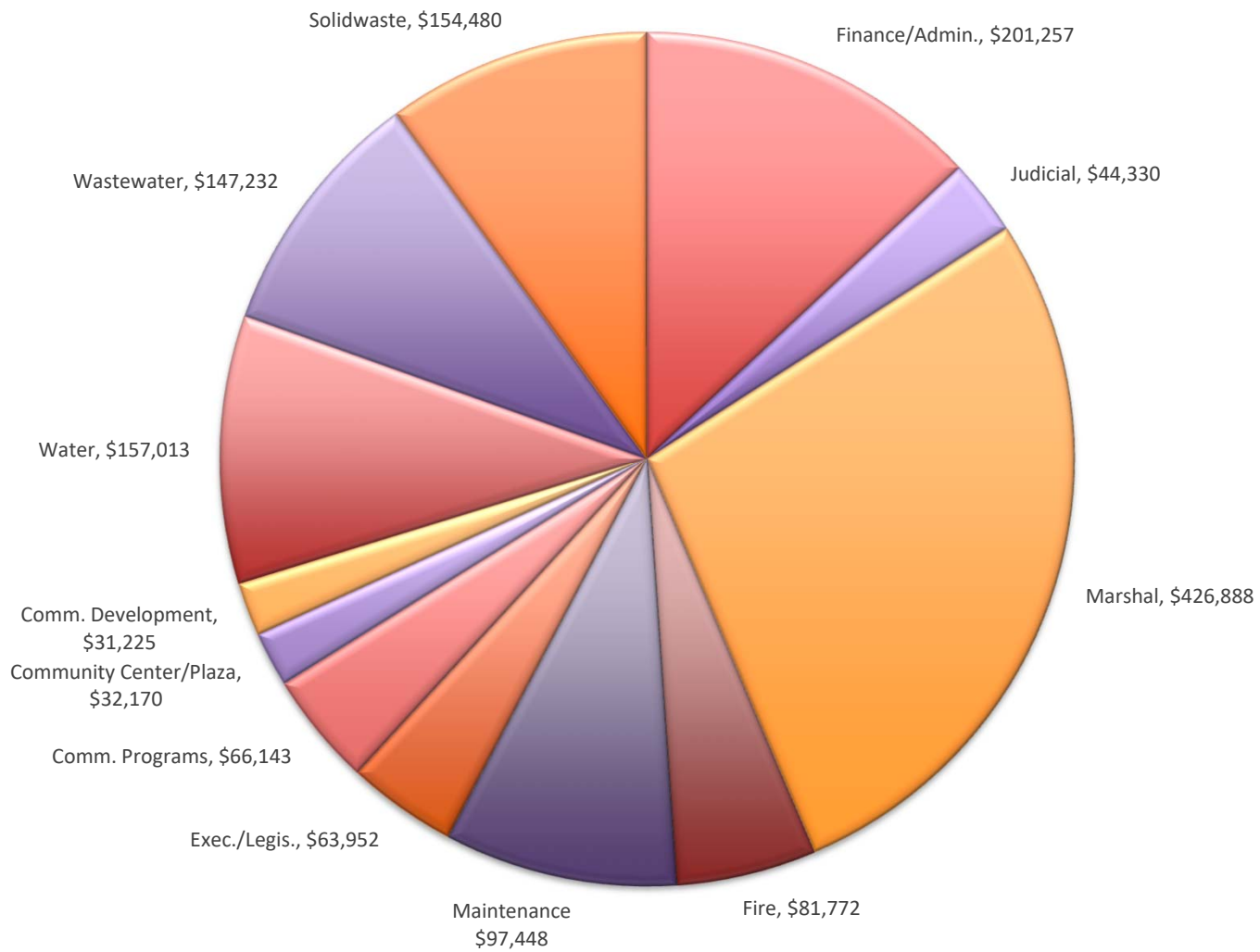
From: Cynthia Stoechner-Hernandez
Town Clerk-Treasurer *CSH*

RE: Monthly Finance Report

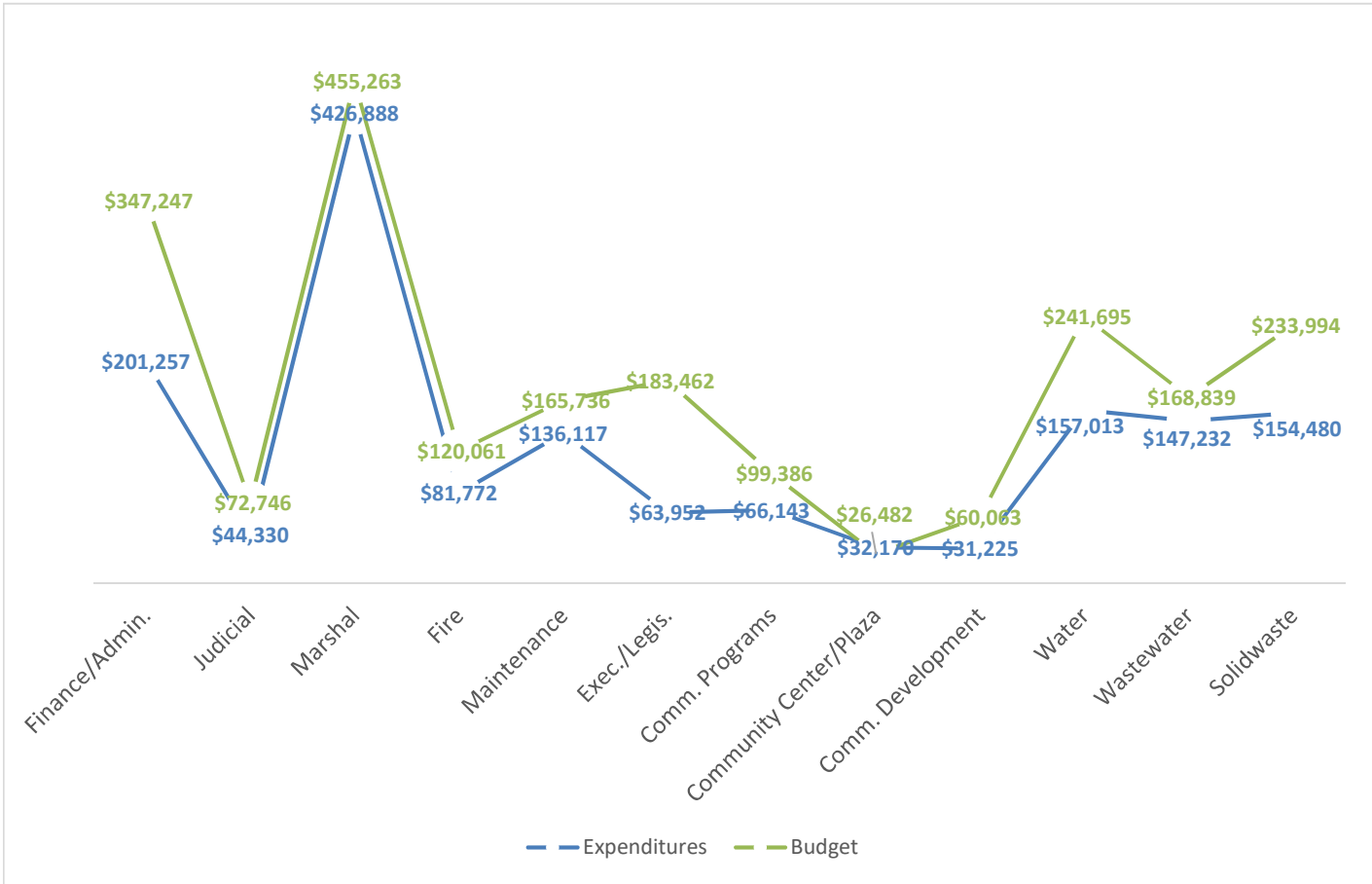
Listed below is a review of department and fund expenditures for: Feb-18
General Fund should be at: 66.67% spending

YTD EXPENDITURES	%Exp.	\$ Money YTD	Mo.%	YTD % over/under	Approved Budget
Finance/Admin.	57.96%	\$201,257	100.00%	-42.04%	\$ 347,247
Judicial	60.94%	\$44,330	100.00%	-39.06%	\$ 72,746
Marshal	93.77%	\$426,888	100.00%	-6.23%	\$ 455,263
Fire	68.11%	\$81,772	100.00%	-31.89%	\$ 120,061
Maintenance	82.13%	\$136,117	100.00%	-17.87%	\$ 165,736
Exec./Legis.	34.86%	\$63,952	100.00%	-65.14%	\$ 183,462
Comm. Programs	66.55%	\$66,143	100.00%	-33.45%	\$ 99,386
Community Center/Plaza	121.48%	\$32,170	100.00%	21.48%	\$ 26,482
Comm. Development	51.99%	\$31,225	100.00%	-48.01%	\$ 60,063
General Fund	70.82%	\$1,083,855	100.00%	-29.18%	\$ 1,530,446
Water	64.96%	\$157,013	100.00%	-35.04%	\$ 241,695
Wastewater	87.20%	\$147,232	100.00%	-12.80%	\$ 168,839
Solidwaste	66.02%	\$154,480	100.00%	-33.98%	\$ 233,994
Enterprise Fund	65.67%	\$458,724	100.00%	-34.33%	\$ 698,528

EXPENDITURES



EXPENDITURES VS BUDGET

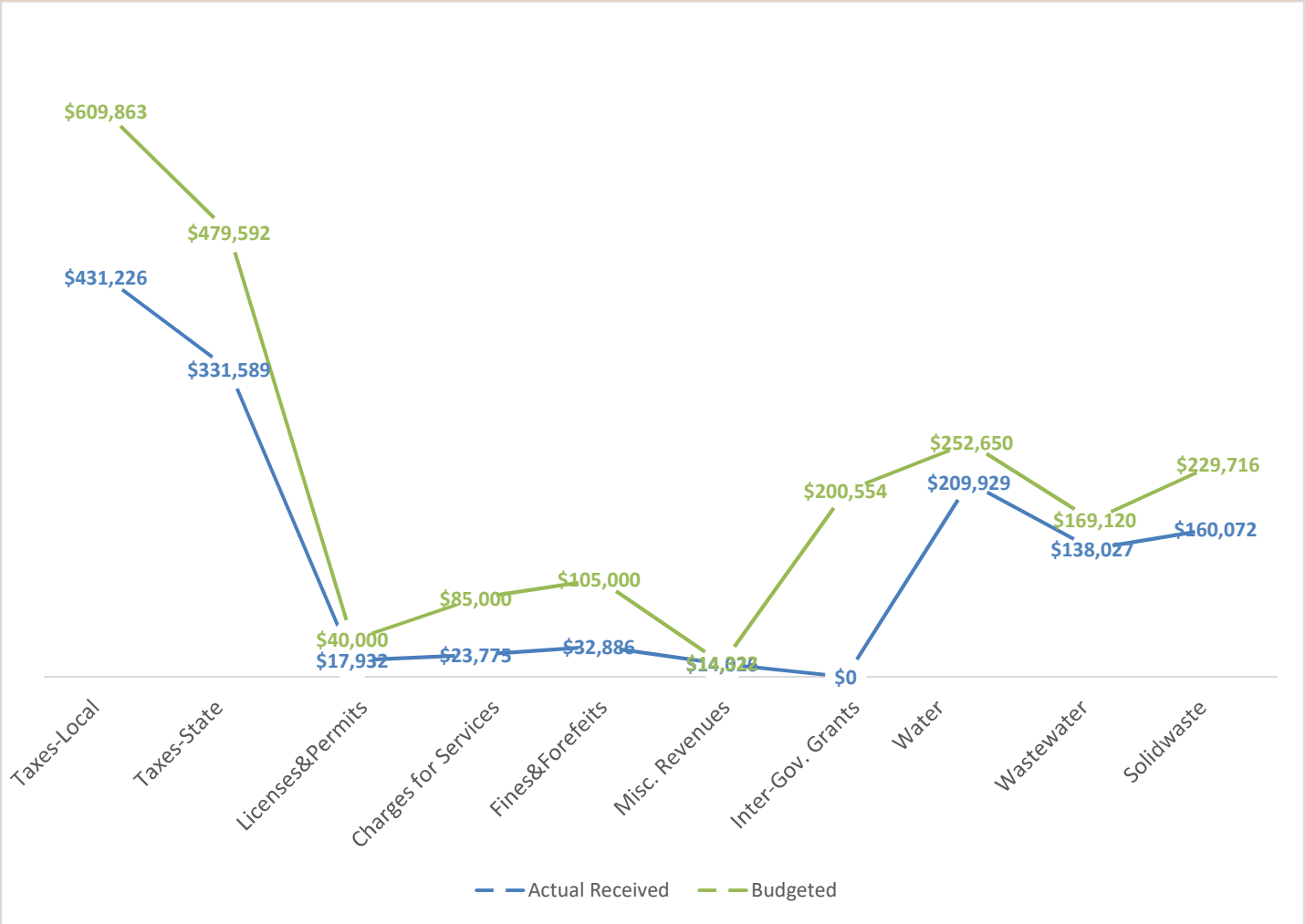


Please request the INCODE report for detail revenues and expenses by fund.

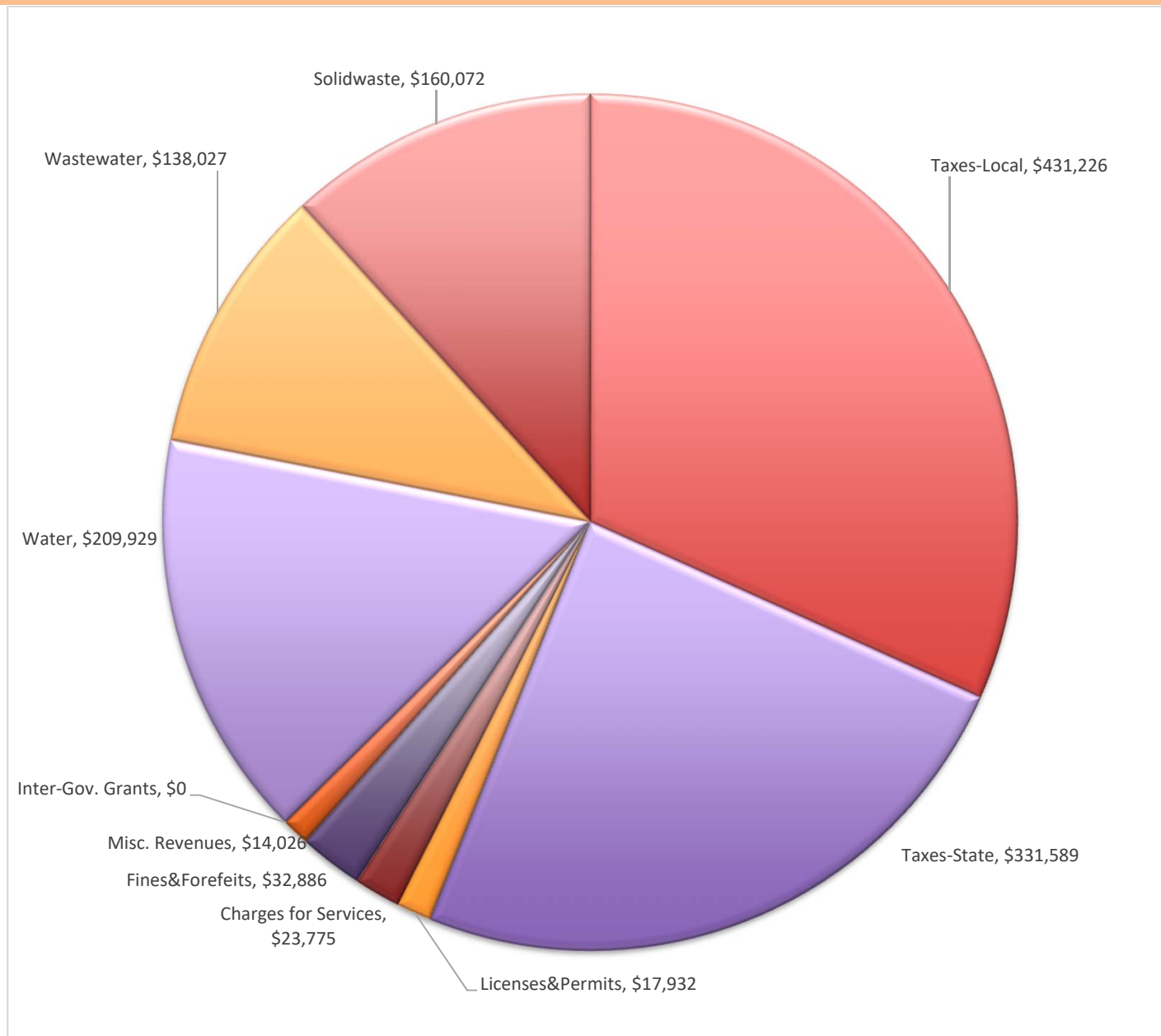
REVENUE

YTD REVENUES	% Rec.	YTD Money \$	% Est.	YTD % over/under	AMOUNT BUDGETED
Taxes-Local	70.71%	\$431,226	100.00%	-29.29%	\$609,863
Taxes-State	69.14%	\$331,589	100.00%	-30.86%	\$479,592
Licenses&Permits	44.83%	\$17,932	100.00%	-55.17%	\$40,000
Charges for Service	27.97%	\$23,775	100.00%	-72.03%	\$85,000
Fines&Forefeits	31.32%	\$32,886	100.00%	-68.68%	\$105,000
Misc. Revenues	97.93%	\$14,026	100.00%	-2.07%	\$14,322
Inter-Gov. Grants	0.00%	\$0	100.00%	-100.00%	\$200,554
General Fund	55.49%	\$851,435	100.00%	-44.51%	\$1,534,331
Water	83.09%	\$209,929	100.00%	-16.91%	\$ 252,650
Wastewater	81.61%	\$138,027	100.00%	-18.39%	\$ 169,120
Solidwaste	69.68%	\$160,072	100.00%	-30.32%	\$ 229,716
Enterprise Fund	77.98%	\$508,028	100.00%	-22.02%	\$651,486

REVENUE vs BUDGET



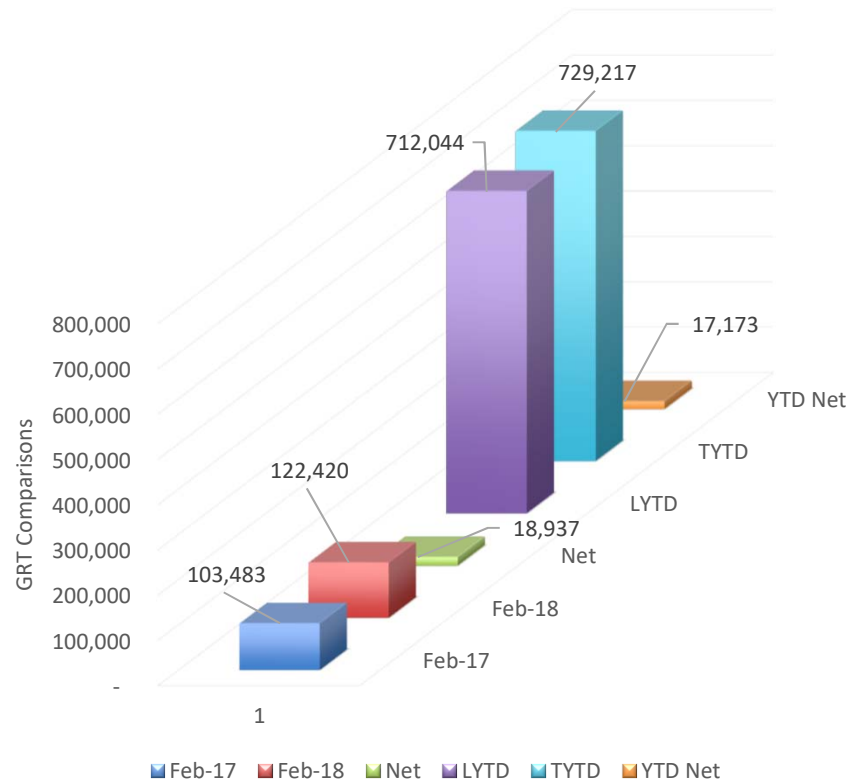
YTD REVENUES



GRT COMPARISONS

Feb-17	Feb-18	Net	LYTD	TYTD	YTD Net
103,483	122,420	18,937	712,044	729,217	17,173

GRT Comparisons Graph



Business GRT in DECEMBER 2016

Percentage by month	18%	Percentage over last FYTD	2%
Total Contracts paid out of GRT per month (Fire Truck/Town Hall):		\$	6,961.70

**TOWN OF MESILLA FIRE DEPARTMENT
MONTHLY BOT REPORT**



DATE: FEBRUARY 2018

MAJOR ADDITIONS TO INVENTORY

2003 Chev. Impala transferred to Finance/Admin at Town Hall. A refrigerator was purchased with Fire Protection Funds for the station.

MAINTENANCE OF EQUIPMENT

Air leak repaired in Engine 31, Engine 32 had auxillary air pump installed to keep air system pressure up when not in use. Clearance lights damaged by trees replaced on Engine 32. All AED in Town buildings had battery packs and defib pads replaced. AED's on FD apparatus also done.

COMMENTS

Testing completed for new volunteers. 12 names have been submitted for backround checks before applicants proceed in the process. Each applicant had to pass a Physical Ability Test and interview to make it to this point. References will also be checked. Still awaiting responses from grants applied for to replace cardiac monitors and wildland PPE.

SUBMITTED BY

Fire Chief Kevin Hoban _____

Mesilla Fire Department

Mesilla, NM

This report was generated on 3/5/2018 11:49:19 AM



Incident Detail for Aid Given and Received for Incident Type Range for Date Range

Incident Type Range: 100 - 911 | StartDate: 02/01/2018 | EndDate: 02/28/2018

INCIDENT DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT
AID TYPE: Automatic aid given				
02/01/2018	2018-00026	127 INTERSTATE 10	131 - Passenger vehicle fire	31 - Mesilla Main Station 31

Percentage of Total Incidents: 4.55%

AID TYPE: Automatic aid received				
02/24/2018	2018-00045	3050 LOS ARENALES ST	321 - EMS call, excluding vehicle accident with injury	D13 - South Valley Dist 13

Percentage of Total Incidents: 4.55%

AID TYPE: Mutual aid given				
02/04/2018	2018-00029	3810 TIERRA RD	611 - Dispatched & cancelled en route	31 - Mesilla Main Station 31
02/19/2018	2018-00039	SNOW RD	611 - Dispatched & cancelled en route	32 - Mesilla Sub Station 32

Percentage of Total Incidents: 9.09%

Displays all incidents with aid given or received, and excludes incidents with neither. Percentages calculated from total number of incidents for parameters provided. Only REVIEWED incidents included.

Mesilla Fire Department

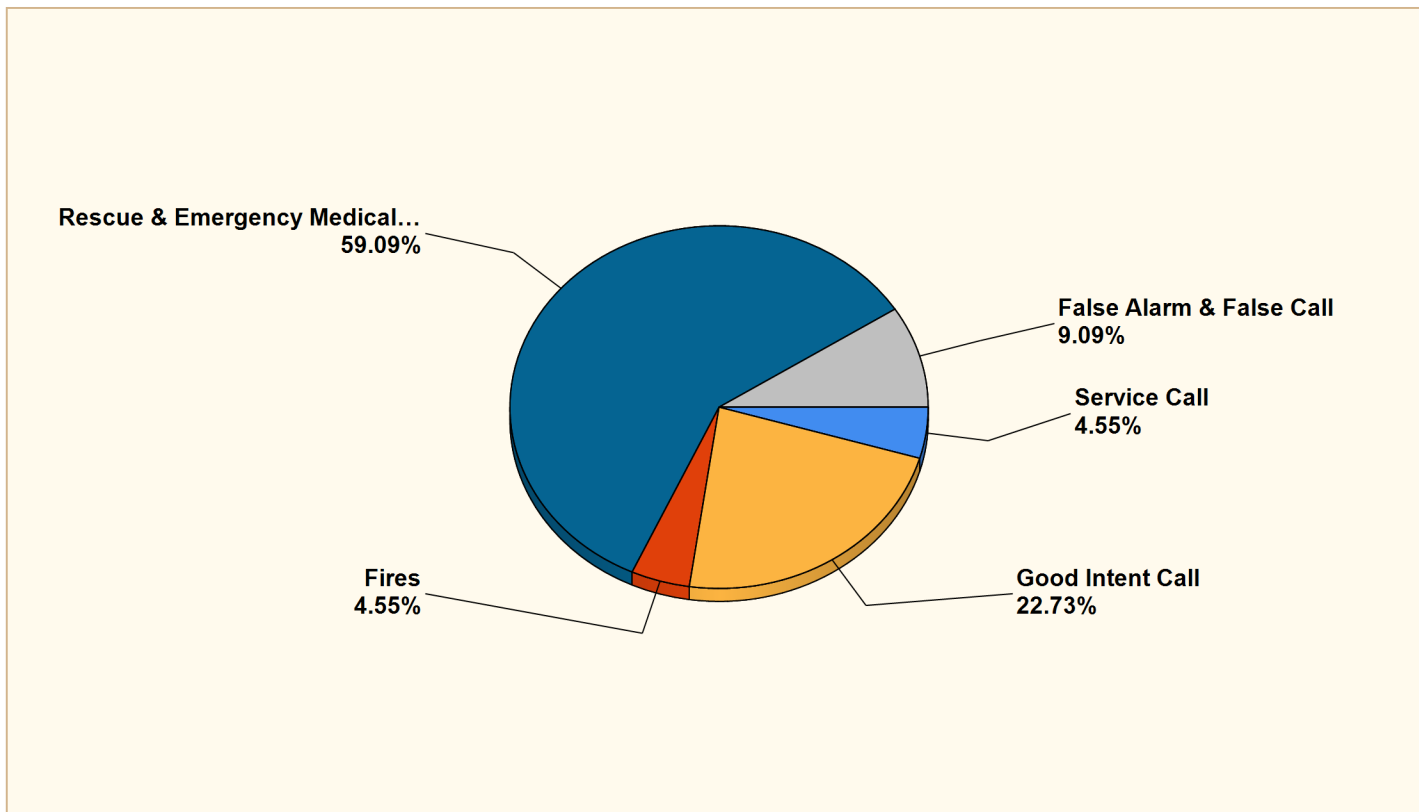
Mesilla, NM

This report was generated on 3/5/2018 9:47:36 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 02/01/2018 | End Date: 02/28/2018



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	1	4.55%
Rescue & Emergency Medical Service	13	59.09%
Service Call	1	4.55%
Good Intent Call	5	22.73%
False Alarm & False Call	2	9.09%
TOTAL	22	100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
131 - Passenger vehicle fire	1	4.55%
311 - Medical assist, assist EMS crew	3	13.64%
321 - EMS call, excluding vehicle accident with injury	8	36.36%
381 - Rescue or EMS standby	2	9.09%
511 - Lock-out	1	4.55%
611 - Dispatched & cancelled en route	3	13.64%
622 - No incident found on arrival at dispatch address	2	9.09%
736 - CO detector activation due to malfunction	1	4.55%
743 - Smoke detector activation, no fire - unintentional	1	4.55%
TOTAL INCIDENTS:	22	100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

Mesilla Fire Department

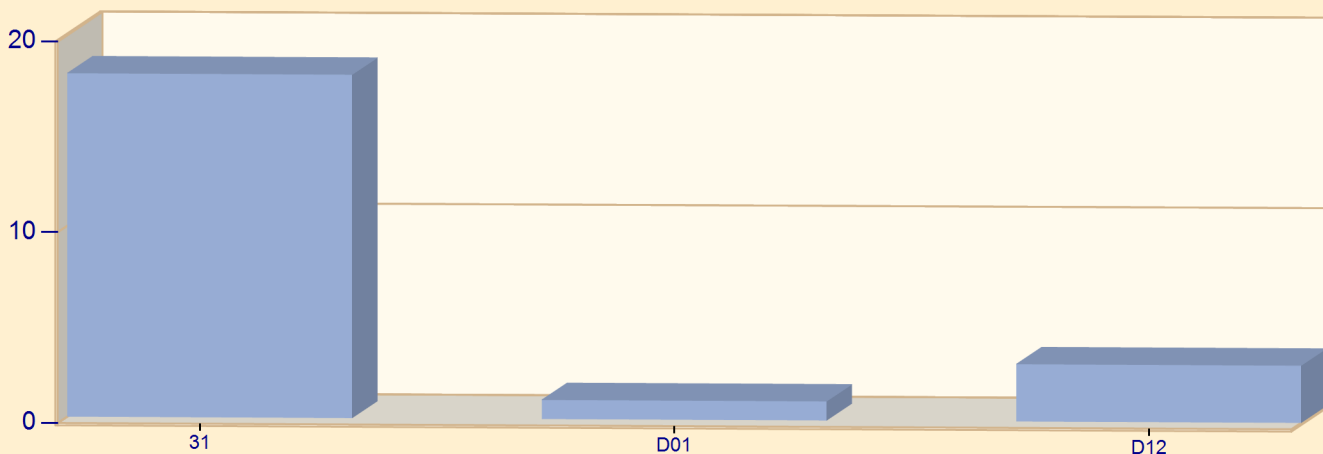
Mesilla, NM

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Incident Type Count per Zone for Date Range

Start Date: 02/01/2018 | End Date: 02/28/2018



ZONES	INCIDENT TYPE	COUNT
31 - Town of Mesilla		
	311 - Medical assist, assist EMS crew	3
	321 - EMS call, excluding vehicle accident with injury	8
	381 - Rescue or EMS standby	2
	511 - Lock-out	1
	622 - No incident found on arrival at dispatch address	2
	736 - CO detector activation due to malfunction	1
	743 - Smoke detector activation, no fire - unintentional	1
	<i>Total Incidents for 31 - Town of Mesilla</i>	18
D01 - Dona Ana		
	611 - Dispatched & cancelled en route	1
	<i>Total Incidents for D01 - Dona Ana.</i>	1
D12 - Fairacres		
	131 - Passenger vehicle fire	1
	611 - Dispatched & cancelled en route	2
	<i>Total Incidents for D12 - Fairacres.</i>	3
Total Count for all Zone:		22

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

Mesilla Fire Department

Mesilla, NM

This report was generated on 3/5/2018 9:36:37 AM



Occupancies Inspected for Date Range

Start Date: 02/01/2018 | End Date: 02/28/2018

OCCUPANCY	ID	ADDRESS	ZONE	LAST INSPECTION
legacy pecans and compny		2456 calle de guadelupe		02/01/2018
Paisano Cafe	0080	1740 Calle De Mercado #C		02/01/2018

of Occupancies Inspected: 2

% Occupancies Inspected: 1.03

Included occupancies are those that have a LOCKED inspection on record for the date range provided.

Mesilla Fire Department

Mesilla, NM

This report was generated on 3/5/2018 9:45:36 AM



Response Activity Report

Start Date: 02/01/2018 | End Date: 02/28/2018

131 - Passenger vehicle fire

Incident	Date	Alarm	Arrival	Response	Address
2018-0000026	2018/02/01	08:45:29	09:07:55	00:22:26	127 INTERSTATE 10

Subtotal Count 1

Average Response Time for Incident Type 00:22:26

311 - Medical assist, assist EMS crew

Incident	Date	Alarm	Arrival	Response	Address
2018-0000027	2018/02/01	20:59:14	21:07:28	00:08:14	2410 CALLE DE SAN ALBINO
2018-0000036	2018/02/10	14:39:32	14:47:57	00:08:25	2261 CALLE DE GUADALUPE
2018-0000047	2018/02/27	15:07:59	15:18:20	00:10:21	2355 AVENIDA DE MESILLA

Subtotal Count 3

Average Response Time for Incident Type 00:09:00

321 - EMS call, excluding vehicle accident with injury

Incident	Date	Alarm	Arrival	Response	Address
2018-0000030	2018/02/05	08:35:22	08:47:25	00:12:03	2641 CALLE DE GUADALUPE
2018-0000033	2018/02/08	14:37:06	15:24:54	00:47:48	1420 W UNION AVE
2018-0000034	2018/02/10	02:41:05	03:13:17	00:32:12	2714 CALLE CUARTA
2018-0000038	2018/02/17	15:24:03	15:36:06	00:12:03	2101 STITHES RD
2018-0000040	2018/02/19	15:01:34	15:11:07	00:09:33	2516 CALLE DE CURA
2018-0000042	2018/02/22	06:58:10	07:10:04	00:11:54	310 CAPRI RD
2018-0000045	2018/02/24	20:44:18	20:52:09	00:07:51	3050 LOS ARENALES ST
2018-0000046	2018/02/26	09:38:57	09:44:53	00:05:56	3044 SNOW RD

Subtotal Count 8

Average Response Time for Incident Type 00:17:05

381 - Rescue or EMS standby

Incident	Date	Alarm	Arrival	Response	Address
2018-0000028	2018/02/03	09:05:20	09:05:20	00:00:00	2171 CALLE DE PARIAN

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

Incident	Date	Alarm	Arrival	Response	Address
2018-0000035	2018/02/10	09:00:00	09:00:00	00:00:00	2071 Calle de Parian
Subtotal Count 2			Average Response Time for Incident Type 00:00:00		

511 - Lock-out

Incident	Date	Alarm	Arrival	Response	Address
2018-0000044	2018/02/22	13:57:35	13:59:48	00:02:13	1680 CALLE DE ALVAREZ
Subtotal Count 1			Average Response Time for Incident Type 00:02:13		

622 - No incident found on arrival at dispatch address

Incident	Date	Alarm	Arrival	Response	Address
2018-0000031	2018/02/05	16:35:39	16:46:07	00:10:28	2738 Avenida de Mesilla
2018-0000032	2018/02/06	18:43:54	18:52:00	00:08:06	2486 CALLE DE PRINCIPAL
Subtotal Count 2			Average Response Time for Incident Type 00:08:41		

736 - CO detector activation due to malfunction

Incident	Date	Alarm	Arrival	Response	Address
2018-0000043	2018/02/22	07:53:57	08:02:42	00:08:45	2521 AVENIDA DE MESILLA
Subtotal Count 1			Average Response Time for Incident Type 00:08:45		

743 - Smoke detector activation, no fire - unintentional

Incident	Date	Alarm	Arrival	Response	Address
2018-0000037	2018/02/11	19:34:36	19:35:00	00:00:24	2670 CALLE DE PARIAN
Subtotal Count 1			Average Response Time for Incident Type 00:00:24		

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

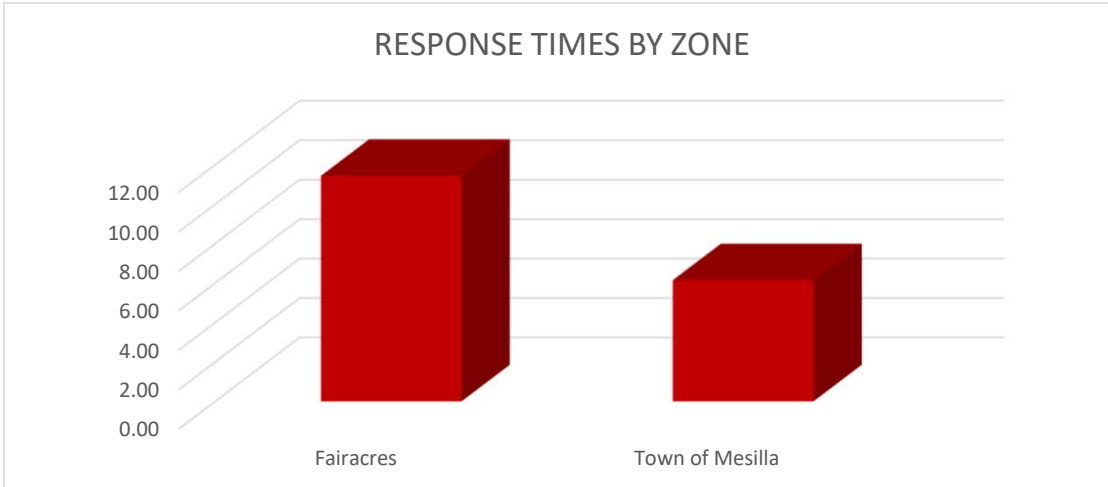
Mesilla Fire Department

Mesilla, NM

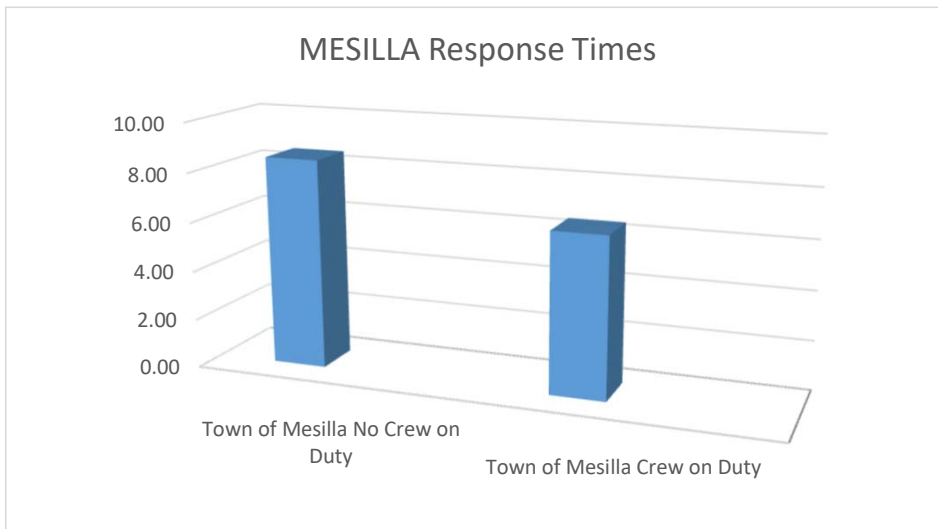
This report was generated on 03/05/2018



Response Mode: Lights and Sirens | Start Date: 02/01/2018 | End Date:02/28/2018



Zone	AVERAGE RESPONSE TIME (in minutes)
Fairacres	11.43
Town of Mesilla	6.14
Town of Mesilla No Crew on Duty	8.51
Town of Mesilla Crew on Duty	6.47



Only REVIEWED incidents included. Response Time is Dispatched to Arrived.

Mesilla Fire Department

Mesilla, NM

This report was generated on 3/5/2018 9:46:33 AM



Events per Event Type for Date Range (Landscape)

Start Date: 02/01/2018 | End Date: 02/28/2018

EVENT TYPE	DATE	EVENT NAME	CATEGORY	LOCATION	HOURS	PARTICIPANTS
Prevention Division Shift						
	02/01/2018	Inspections	Prevention Event	Town of Mesilla	5	John Chavez, Seriah Gore, Dylan Thunhorst, Gregory Whited

Total Hours for Prevention Division Shift: 5

On Call Duty Officer						
	02/01/2018	On Call Duty Officer	Shifts	Mesilla Fire Station 31 & Telecommute	24	Chad Zecha

Total Hours for On Call Duty Officer: 24

12 Hour Night Shift						
	02/01/2018	shift	Shifts	station 31	12	John Chavez, Aaron Cruz, Phillip Guzman, Eric Miller
	02/06/2018	B-shift	Shifts	St-31	12	Ariel Caro, Scott Gafford, Phillip Guzman, Keenan Willmann, Chad Zecha
	02/06/2018	Night Shift	Shifts	Mesilla Fire Dept	7	Humberto Manriquez
	02/07/2018	Night Shift	Shifts	Mesilla Fire Dept	6	Humberto Manriquez
	02/08/2018	Night Shift	Shifts	Mesilla Fire Dept	7	Humberto Manriquez

Only LOCKED events included.

EVENT TYPE	DATE	EVENT NAME	CATEGORY	LOCATION	HOURS	PARTICIPANTS
	02/09/2018	Night Shift	Shifts	Mesilla Fire Dept	2	Humberto Manriquez
	02/09/2018	B Shift	Shifts	St 31	12	Phillip Guzman, Joseph Torres, Keenan Willmann
	02/11/2018	Daily Shift	Shifts	31 House	12	John Chavez, Aaron Cruz, Andy Embury, Scott Gafford, Phillip Guzman
	02/12/2018	A-Shift	Shifts	Mesilla Fire Station	14	John Chavez, Armando Gomez, Humberto Manriquez
	02/13/2018	B Shift	Shifts	St 31	12	Ariel Caro, Aaron Cruz, Phillip Guzman, Keenan Willmann
	02/16/2018	B Shift	Shifts	31 Hosue	12	Scott Gafford, Humberto Manriquez
	02/18/2018	B Shift	Shifts	31 house	12	Ariel Caro, Scott Gafford, Phillip Guzman, Keenan Willmann
	02/20/2018	B Shift	Shifts	31 House	12	Scott Gafford, Humberto Manriquez
	02/23/2018	B Shift	Shifts	31 House	12	Scott Gafford, Joseph Torres

Total Hours for 12 Hour Night Shift: 144

Special Assignment						
	02/03/2018	ambulance repair	Shifts	Worked on squad and practice pt	2.5	Robert Alderete, Ariel Caro, Crystal Davis-Whited, Seriah Gore, Nicolas Navarro, Morgan Smith, Dylan Thunhorst, Gregory Whited, Keenan Willmann
	02/03/2018	race for care 5k standby	Stand By, Other	Medical standby for 5k run	3	Robert Alderete, Ariel Caro, Crystal Davis-Whited, Seriah Gore, Nicolas Navarro, Morgan Smith, Dylan Thunhorst, Gregory Whited, Keenan Willmann

Total Hours for Special Assignment: 5.5

Only LOCKED events included.

EVENT TYPE	DATE	EVENT NAME	CATEGORY	LOCATION	HOURS	PARTICIPANTS
24 Hour Shift						
	02/04/2018	Daily Shift	Shifts	S. Gafford Residence	24	Scott Gafford
Total Hours for 24 Hour Shift:					24	
12 Hour Day Shift						
	02/06/2018	Shift	Shifts	St 31	11	Gabriel Gil
	02/12/2018	Day Shift	Shifts	Mesilla Fire Dept	3	Humberto Manriquez
Total Hours for 12 Hour Day Shift:					14	
Administration Shift						
	02/08/2018	Paperwork	Administrative	Station 31	2	Gregory Whited
	02/23/2018	Admin	Administrative	Tele-commute	1	Crystal Davis-Whited
Total Hours for Administration Shift:					3	
Support Division Shift						
	02/15/2018	Meeting with explorer	Administrative	Station 31	1	Crystal Davis-Whited
Total Hours for Support Division Shift:					1	

Only LOCKED events included.

Mesilla Fire Department

Mesilla, NM

This report was generated on 3/5/2018 11:47:53 AM



Count of Classes by Personnel by Class Category

Passed/Failed: Both Passed and Failed | Personnel: All personnel | Start Date: 02/01/2018 | End Date: 02/28/2018

[Fire Dog], K-9 "Aspen"

Class Category	Class Count	Total Class Hours
Fire-ground Operations	1	3:00
Total for [Fire Dog], K-9 "Aspen"	1	3:00

Alderete, Robert J

Class Category	Class Count	Total Class Hours
Fire-ground Operations	1	3:00
Total for Alderete, Robert J	1	3:00

Caro, Ariel M

Class Category	Class Count	Total Class Hours
Fire-ground Operations	1	3:00
I.S.O. Company Training	3	6:00
Total for Caro, Ariel M	4	9:00

Chavez, John Eric

Class Category	Class Count	Total Class Hours
Fire-ground Operations	1	3:00
I.S.O. Fire Prevention	1	3:00
I.S.O. New Driver and Operator Training	1	1:00
Vehicle Extrication	1	1:00
Total for Chavez, John Eric	4	8:00

Cruz, Aaron

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	1	2:00
Vehicle Extrication	1	1:00
Total for Cruz, Aaron	2	3:00

Embury, Andy G.

Class Category	Class Count	Total Class Hours
Fire-ground Operations	1	3:00
Vehicle Extrication	1	1:00
Total for Embury, Andy G.	2	4:00

Evans, Gabriel I

Class Category	Class Count	Total Class Hours
Fire-ground Operations	1	3:00
Total for Evans, Gabriel I	1	3:00

Gafford, Scott J.

Class Category	Class Count	Total Class Hours
Fire-ground Operations	1	3:00
I.S.O. Company Training	4	6:00

This report lists a count of Classes completed by each Person, for each Class Category. Optionally filtered by Personnel and Passage or Failure. Time shown in Hours and Minutes

If "All Personnel" is selected, this report also includes non-agency Personnel.

Vehicle Extrication	1	1:00
Total for Gafford, Scott J.	6	10:00

Gore, Seriah R

Class Category	Class Count	Total Class Hours
Fire-ground Operations	1	3:00
I.S.O. Fire Prevention	1	3:00
Total for Gore, Seriah R	2	6:00

Guzman, Phillip

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	4	8:00
Vehicle Extrication	1	1:00
Total for Guzman, Phillip	5	9:00

Manriquez, Humberto

Class Category	Class Count	Total Class Hours
Fire-ground Operations	1	3:00
I.S.O. Company Training	1	1:00
Total for Manriquez, Humberto	2	4:00

Navarro, Nicolas A

Class Category	Class Count	Total Class Hours
Fire-ground Operations	1	3:00
Total for Navarro, Nicolas A	1	3:00

Shepan, Cory A.

Class Category	Class Count	Total Class Hours
Fire-ground Operations	1	3:00
Total for Shepan, Cory A.	1	3:00

Smith, Morgan Samantha

Class Category	Class Count	Total Class Hours
Fire-ground Operations	1	3:00
Total for Smith, Morgan Samantha	1	3:00

Thunhorst, Dylan P

Class Category	Class Count	Total Class Hours
Fire-ground Operations	1	3:00
I.S.O. Fire Prevention	1	3:00
Total for Thunhorst, Dylan P	2	6:00

Torres, Joseph J

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	2	3:00
Total for Torres, Joseph J	2	3:00

Villazon, Lillian M

Class Category	Class Count	Total Class Hours
Fire-ground Operations	1	3:00
Total for Villazon, Lillian M	1	3:00

Whited, Gregory E

This report lists a count of Classes completed by each Person, for each Class Category. Optionally filtered by Personnel and Passage or Failure. Time shown in Hours and Minutes

If "All Personnel" is selected, this report also includes non-agency Personnel.

Class Category	Class Count	Total Class Hours
Fire-ground Operations	1	3:00
Total for Whited, Gregory E	1	3:00

Willmann, Keenan

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	4	8:00
Total for Willmann, Keenan	4	8:00

This report lists a count of Classes completed by each Person, for each Class Category. Optionally filtered by Personnel and Passage or Failure. Time shown in Hours and Minutes

If "All Personnel" is selected, this report also includes non-agency Personnel.

Mesilla Fire Department

Mesilla, NM

This report was generated on 3/5/2018 11:51:12 AM



Total Hours by Volunteers

Pay Grades: All Pay Grades | Start Date: 02/01/2018 | End Date: 02/28/2018

Personnel	Incident Time	Training Time	Event Time	Total Time
[Fire Dog], K-9 "Aspen"	0:00	3:00	0:00	3:00
Alderete, Robert J	3:00	3:00	5:50	11:50
Azcarate, Ben	0:00	0:00	0:00	0:00
Caro, Ariel M	3:14	9:00	41:50	54:04
Chavez, John Eric	2:59	8:00	46:00	56:59
Cruz, Aaron	1:09	3:00	36:00	40:09
Davis-Whited, Crystal	5:33	0:00	7:50	13:23
Embury, Andy G.	13:32	4:00	12:00	29:32
Evans, Gabriel I	0:00	3:00	0:00	3:00
Gafford, Scott J.	3:34	10:00	96:00	109:34
Gil, Gabriel A	0:51	0:00	11:00	11:51
Gomez, Armando	1:50	0:00	14:00	15:50
Gore, Seriah R	4:50	6:00	10:50	21:40
Guzman, Phillip	3:38	9:00	72:00	84:38
Hoban, Kevin M	13:07	0:00	0:00	13:07
Manriquez, Humberto	1:44	4:00	61:00	66:44
McMillan, Mitchell C	0:25	0:00	0:00	0:25
Miller, Eric	0:51	0:00	15:00	15:51
Navarro, Nicolas A	7:13	3:00	5:50	16:03
Rivera, Matthew M	1:14	0:00	0:00	1:14
Shepan, Cory A.	0:00	3:00	0:00	3:00
Shepan, Lance A.	0:59	0:00	0:00	0:59
Sinclair, Jennifer M	1:21	0:00	0:00	1:21
Smith, Morgan Samantha	3:00	3:00	5:50	11:50
Thunhorst, Dylan P	4:50	6:00	10:50	21:40
Torres, Joseph J	3:18	3:00	24:00	30:18
Villazon, Lillian M	0:00	3:00	0:00	3:00
Whited, Gregory E	8:29	3:00	12:50	24:19
Willmann, Keenan	7:48	8:00	53:50	69:38
Zecha, Chad	3:08	0:00	36:00	39:08
			TOTAL	773:12:00

Mesilla Fire Department

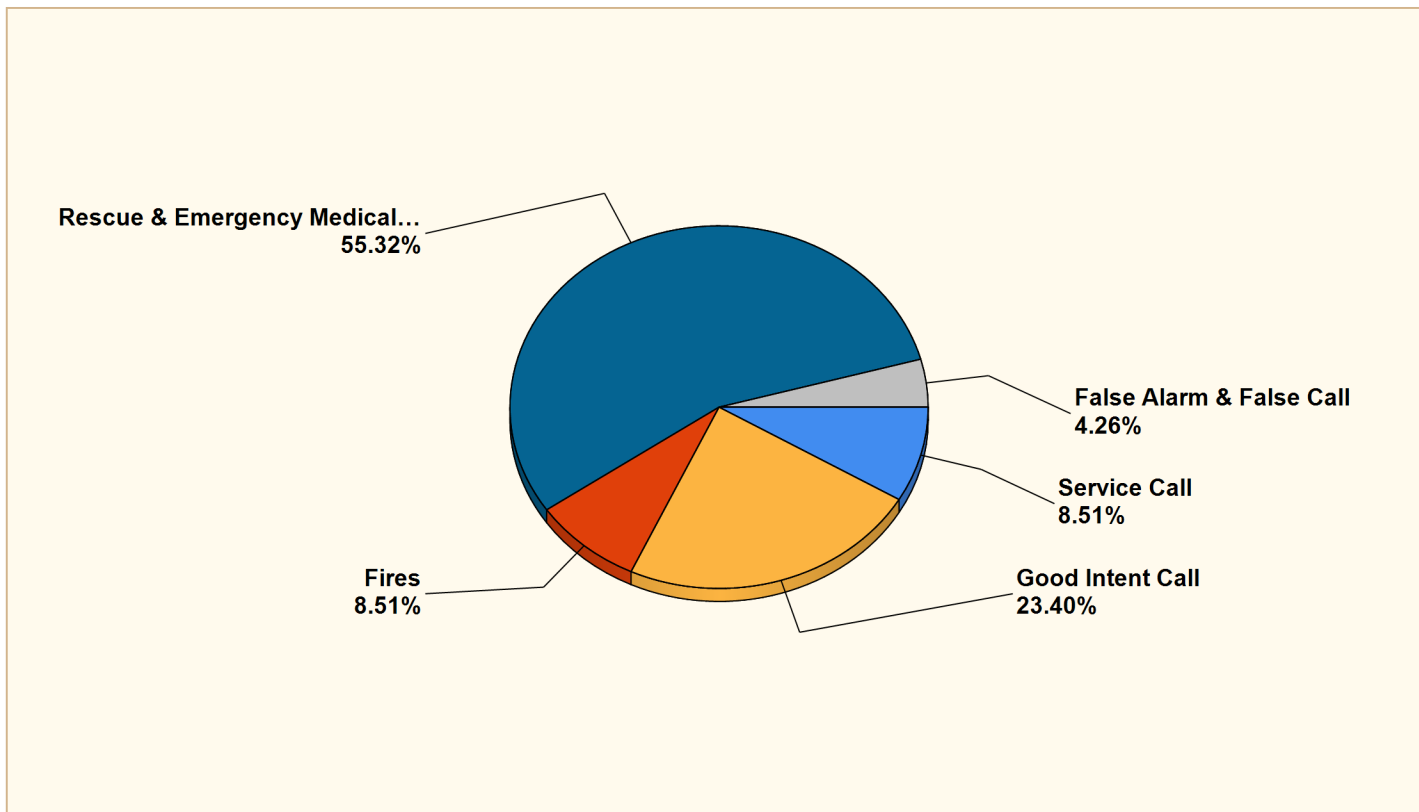
Mesilla, NM

This report was generated on 3/5/2018 9:48:25 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2018 | End Date: 02/28/2018



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	4	8.51%
Rescue & Emergency Medical Service	26	55.32%
Service Call	4	8.51%
Good Intent Call	11	23.40%
False Alarm & False Call	2	4.26%
TOTAL	47	100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
131 - Passenger vehicle fire	1	2.13%
140 - Natural vegetation fire, other	1	2.13%
143 - Grass fire	2	4.26%
311 - Medical assist, assist EMS crew	4	8.51%
321 - EMS call, excluding vehicle accident with injury	19	40.43%
322 - Motor vehicle accident with injuries	1	2.13%
381 - Rescue or EMS standby	2	4.26%
511 - Lock-out	1	2.13%
554 - Assist invalid	1	2.13%
561 - Unauthorized burning	1	2.13%
571 - Cover assignment, standby, moveup	1	2.13%
611 - Dispatched & cancelled en route	7	14.89%
622 - No incident found on arrival at dispatch address	2	4.26%
631 - Authorized controlled burning	2	4.26%
736 - CO detector activation due to malfunction	1	2.13%
743 - Smoke detector activation, no fire - unintentional	1	2.13%
TOTAL INCIDENTS:	47	100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.



MESILLA MARSHAL DEPARTMENT

P.O. BOX 10 MESILLA, NM 88046 PHONE 575-526-4138 FAX 575-525-8220

Date: March 7, 2018

To: Honorable Mayor and Mesilla Board of Trustees

This is the Monthly Report for February 2018 for the Mesilla Marshal's Department:

Citations – *Temporarily unavailable*

Total Responses/Calls for Service/Reports – 217

Responses by sworn personnel:

911 Hang-up Calls – 2
Abandoned Vehicle – 1
Agency Assist – 0
Alarm, Burglary – 6
Alarm, Carbon Monoxide – 1
Alarm, Hold Up – 1
Alarm, Panic – 0
Animal Bite/Animal Attacks – 0
Animal Care & Maint – 1
Animal Control Call – 1
Animal Cruelty – 1
Animal in Custody – 2
Animal Stray – 3
Animal Vicious – 1
Assault Report – 0
ATV Complaint – 0
Back Pain/Injury – 0
Behavioral Issues – 1
Be On the Lookout – 0
Breathing Problems – 1
Building Check – 0
Burglary, Auto – 0
Burglary in Progress – 0
Burglary – 2
Chest Pain – 1
Child Abuse – 3
Civil Dispute – 0
Civil Process – 0

Responses by sworn personnel (continued):

Codes Enforcement – 3
Codes Parking – 1
Computer Crimes – 1
Detention Center Release – 2
Disturbance Disorderly – 1
Disturbance Domestic – 9
Disturbance Domestic in Progress – 0
Disturbance Fight – 2
Disturbance Noise/Music – 3
Disturbance Unknown – 0
Disturbance Verbal – 0
Drunk/Intoxicated Subj – 0
DWI – 0
Fall Victim – 4
Fever – 0
Fire Alarm – 1
Fire Brush/Wildland – 0
Fire Structure Commerical – 1
Fire Structure Residential – 2
Fire Vehicle – 0
Foot Patrol – 1
Forgery/Fraud/Emb/Report – 2
Frequent Patrol – 7
Gas Odor Natural – 0
Gun – Subject with a gun – 0
Gunshot Victim – 1
Harassment – 1
Illegal Burn – 0
Illegal Dumping – 1
Information Report – 13
Illegally Parked Vehicle – 0
Kidnapping/Unlawful Custody – 0
Lift Assist – 0
Medical Alarm – 0
Minor in Possession of Alc. – 0
Missing Adult – 0
Missing Child – 0
Motor Vehicle Accident Hit & Run – 2
Motor Vehicle Accident non Injury – 6
Motor Vehicle Accident with Injury – 0
Narcotics/Drugs – 0
Obstruction – 1
Overdose – 1
Phone Call – 4

Responses by sworn personnel (continued):

Prisoner Transport – 1
Property Found – 0
Property Lost – 1
Property Recovered – 0
Prowler – 1
Public Assist – 1
Rape – 0
Reckless Driver – 3
Repossession/Private Property Impound – 0
Runaway – 1
Sick/Ill Person – 1
Shoplifting – 1
Shots Fired – 0
Stroke/CVA – 1
Subject Contact/Busy – 1
Suicide Attempt – 0
Suicidal Subject – 1
Supplement/Follow up – 0
Suspicious Activity – 0
Suspicious Persons – 4
Suspicious Vehicles – 0
Theft Report – 1
Threats – 0
Trespassing – 0
Traffic – 87
Unspecified Call Type – 1
Unconscious Person – 1
Vagrancy – 1
Vandalism/Graffiti – 0
Warrant – 1
Welfare Check – 5
Wires Down – 0

Operation Stone Garden was **DISCONTINUED** as to overtime; however, its objectives remain supported and the equipment in use.



TOWN OF MESILLA

Public Works Department

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

Office: (575) 524-3262 ext. 103

Fax: (575) 541-6327

MEMORANDUM

Date: March 2, 2018
TO: Mayor, Board of Trustees & Cynthia
FROM: Debra Lujan, Public Works Director

RE: **Activity Report for PWD**

PDW: **February 6, 2018 – March 2, 2018**

Public Works Crew regular monthly schedule is keeping up with locates, parks, building maintenance, work orders from residents, tenant's complaints and all the requests from our staff, Fire and Marshal Departments. As always the crew is reading meters monthly and monitoring the wells when they are on-call.

Crew: Other Regular Monthly Duties

- Clean buildings
- locates for utility construction
- Water samples are sent monthly
- Water services shut off or on (due to late utility payments)
- Lift station monitoring
- H2S (sewer odor) we are keeping our levels down to 5ppm as recommended by the City of Las Cruces
- Community Center is being rented out more often and the crew is doing the set ups and take down.
- Daily Monday through Sunday: Taking chlorine residuals

Work orders completed

- **All events are being covered**
- Trash pick-up at parks, plaza and roadway daily
- Locates if any
- Custodial all buildings
- Parks: the sprinkler systems are ready for the spring
- Plaza: On a daily basis and weekends picking up trash and still a few berries
- Monitor trash & public restrooms
- Prepare for Community Center events
- Community Center: new water heater was placed, sewer vent in the men's bathroom was repaired, roof was repaired where the vent was placed
- vehicles and equipment are being repaired and washed
- Veteran's fountain pump was repaired and cleaned out
- meter swaps
- water meter repairs
- sweeper was repaired
- JD and Nestor attended training for water

- Lorenzo attended the NM811 training
- Town Hall: Holquins Electric added electricity to light up the flagpole. The current light pole was not reaching the flagpole.
-

Up-Date Capital Outlay: Received letter that our legislatures gave us \$325,000.00 instead of what I requested \$283,000.00. I submitted the questionnaire on Feb. 23, 2018 prior to the Governor signing or vetoing projects.

Up-Date McDowell Rd Wastewater: Last day for residents to sign up at a low cost was Feb. 28, 2018 in order for the engineer to design.

Up-Date LGRF Calle Primera the level of service was sent to NMDOT.

Up-Date NMDOT TAP this week I received the signed agreement from NMDOT.

Up-Date NMED Clean Water State Revolving Fund getting the RFP ready.

Up-Date WTB BOT approval for engineering services

Up-Date EBID Calle de Parian (culvert) the electric pole on Joni Gutierrez property was relocated. Construction will begin the week of March 5 to construct the wing wall and place the guard rails.

If you have any questions please call my cell 636-7553