



THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA WILL HOLD A **REGULAR MEETING ON MONDAY, FEBRUARY 8, 2021 AT 6:00 P.M., VIA TELECONFERENCE 1-346-248-7799, MEETING ID 983-7900-0389 PASSWORD 971704.**

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL & DETERMINATION OF A QUORUM**
3. **CHANGES TO THE AGENDA & APPROVAL**
4. **PUBLIC INPUT** – The public is invited to address the Board for up to 3 minutes.  

Public input in writing shall be received at [cynthias-h@mesillanm.gov](mailto:cynthias-h@mesillanm.gov) an hour before the meeting begins on the day of the meeting and will be read into the record. You will also be given an opportunity to speak during this time by pressing \*9 while in the teleconference. You will be prompted when to begin speaking.
5. **APPROVAL OF CONSENT AGENDA:** (The Board will be asked to approve by one motion the following items of recurring or routine business. The Consent Agenda is marked with an asterisk \*)
  - a) **\*BOT MINUTES** – Minutes of a Joint Work Session & Regular Meeting on January 25, 2021.
  - b) **\*ACKNOWLEDGEMENT** – MPO Resolution 21-02 A resolution to promote safety for pedestrians and bicyclists on the roadways of the Mesilla Valley MPO.
6. **NEW BUSINESS:**
  - a) **For approval:** a grant agreement with DFA for project MES2020-09 Capital Outlay for Playground Equipment in the amount of \$100,000. – **Rod McGillivray, Public Works Director.**
  - b) **For approval:** a contract with Pure Operations to act as Town of Mesilla NMED Water Operator of record and provide other services as provided. – **Rod McGillivray, Public Works Director.**
  - c) **For approval:** a contract with Danny Garcia to provide investigative services for the Marshal's Department for \$200/month. – **Edward Lerma, Marshal.**
7. **BOARD OF TRUSTEE COMMITTEE REPORTS**
8. **BOARD OF TRUSTEE/STAFF 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 one week prior to the meeting. The Mayor and Trustees request that all cell phones be turned off or set to vibrate. A copy of the agenda packet can be found online at [www.mesillanm.gov](http://www.mesillanm.gov).

Posted 02/03/2021 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.



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6 **BOARD OF TRUSTEES AND PLANNING, ZONING, AND HISTORICAL APPROPRIATENESS**  
7 **COMMISSION**  
8 **TOWN OF MESILLA**  
9 **JOINT WORK SESSION**  
10 **MONDAY, JANUARY 25, 2021**  
11 **5:00 P.M.**

12 **VIA TELECONFERENCE 1-346-248-7799, MEETING ID 983-7900-0389 PASSWORD 971704.**

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15  
16 **TRUSTEES:** Nora L. Barraza, Mayor  
17 Carlos Arzabal, Mayor Pro Tem  
18 Jesus Caro, Trustee  
19 Veronica Garcia, Trustee  
20 Stephanie Johnson-Burick, Trustee

21  
22 **PZHAC:** Yolanda Lucero, Chairperson  
23 Judy Houston, Commissioner (absent)  
24 Gerald Nevarez, Commissioner  
25 Roman Prieto, Commissioner  
26 Davie Salas, Commissioner

27  
28 **STAFF:** Cynthia Stoehner-Hernandez, Town Clerk  
29 Larry Shannon, Community Development Coordinator  
30 Gloria Maya, Recorder

- 31  
32 1. ***\*PZHAC Case 061148 w/conditions*** - 2130 Calle de Picacho, submitted for Neal McMillan  
33 by Miguel Rincon of Hurlburt Construction; a request for a zoning permit to incorporate part  
34 of an existing structure into a new dwelling to be constructed at this address. Zoned: Historic  
35 Residential (HR).  
36

37 Mayor Barraza:

- 38 - Most historical area in Mesilla  
39 - Unique oblong building w/flat roof  
40 - 2 property owners  
41 - Majority of the buildings in the area are flat roof

42  
43 Commissioner Lucero:

- 44 - Reviewed by Architectural Styles Committee  
45 - PZHAC were concerned existing structure would be removed  
46 - Original building will be remodeled and incorporated into the new structure  
47 - Pitch Roofs in the area were taken into consideration  
48 - Style was incorporated into the plans  
49 - Height would not be more than 15 ft.

- 1 Mayor Barraza:  
2 - The two different roof lines addressed by PZHAC  
3  
4 Commissioner Lucero:  
5 - PZHAC agreed to the combination of the pitch and flat roof  
6  
7 Commissioner Salas:  
8 - Felt the historical structure was being kept  
9 - Other structures in the area have the corrugated pitch roof  
10 - Maintaining integrity of original structure  
11  
12 Mayor Barraza:  
13 - Structure is on the Historical List  
14 - Style will be changed from Territorial to Northern New Mexico  
15  
16 Commissioner Salas:  
17 - PZHAC felt it was 2 different buildings  
18 - Keeping the character and integrity of original building and while incorporating another  
19 style  
20 - Development Zone requirements are being met  
21  
22 Mayor Barraza:  
23 - Old buildings in the area are flat roofs  
24  
25 Commissioner Salas:  
26 - Barn is historical with a corrugated pitch roof  
27 - Named homes in the area that have a pitch roof; some corrugated  
28  
29 Mayor Barraza:  
30 - Reiterated old homes in the area have flat roofs; 2 barns have pitch roofs  
31  
32 Commissioner Salas:  
33 - Not the way the ordinance reads  
34 - Felt they were looking at the Development Zone  
35  
36 Mayor Barraza:  
37 - Development Zone in the area has predominately flat roofs  
38 - Referenced the ordinance  
39  
40 Mayor Pro Tem Arzabal:  
41 - Applicant is doing what is being asked of him  
42 - Cased was approved with conditions by PZHAC  
43 - Chimney will add 2 ft. to the height  
44  
45 Mayor Barraza:  
46 - As per ordinance the addition of 2 ft. for a chimney is allowed  
47  
48 Trustee Caro:  
49 - Way this was planned out allows it to blend into the surrounding area  
50 - Mr. McMillan is giving the building a new life  
51 - Keeping the building from deteriorating and falling

1  
2 Mr. McMillan:  
3 - Northern New Mexico with Territorial detail style  
4 - Using the style of surrounding homes/structures  
5  
6 Commissioner Lucero:  
7 - PZHAC was impressed with the choose of windows  
8  
9 Mayor Barraza:  
10 - Questioned if the territorial windows would be changed  
11  
12 Mr. McMillan:  
13 - Windows on the new construction will be different  
14  
15 Mayor Barraza:  
16 - Building with two different styles  
17  
18 Mr. McMillan:  
19 - Building will have an 8 ft. breeze way separation  
20  
21 Commissioner Lucero:  
22 - Original adobe has wooden beams  
23  
24 Commissioner Prieto:  
25 - Plaza has different styles which makes it unique  
26 - Different styles give Mesilla its flavor  
27  
28 Commissioner Lucero:  
29 - New addition setback  
30  
31 Mr. McMillan:  
32 - Currently setbacks are at 3 ft. forward  
33 - 3 ft. behind the property to the north  
34 - Can be pushed back if needed  
35  
36 Commissioner Lucero:  
37 - Reviewed the driveway  
38  
39 Mayor Barraza:  
40 - Concerned setting a precedent in allowing two different styles  
41  
42 Commissioner Nevarez:  
43 - Mr. McMillan is making an effort in preserving an old deteriorating building  
44 - Breeze way will separate the new structure from the old structure  
45 - Feels this building will complement the area  
46  
47 Mayor Barraza:  
48 - Questioned how the two buildings will be attached  
49  
50 Mr. McMillan:  
51 - Attached by an enclosed porch

1 Mayor Barraza:  
2 - Questioned how the property will be used  
3  
4 Mr. McMillan:  
5 - Used as a 4 bedroom, 3.5 bathrooms home  
6  
7 Mayor Barraza:  
8 - Reiterated her concern with the pitch roof  
9 - Asked if the new structure will be 7 ft. from the lot line  
10  
11 Mr. McMillan:  
12 - 8 ft. 6 in. from the south property line  
13 - 10 ft from the west property line  
14 - 12 ft. from the roadway property line  
15  
16 Commissioner Nevarez:  
17 - PZHAC placed a condition with regards to the lot lines  
18  
19 Commissioner Lucero:  
20 - Ponding area was addressed  
21  
22 Trustee Johnson-Burick:  
23 - PZHAC took everything in consideration  
24 - Considered with setting a precedent regarding the style  
25  
26 Trustee Garcia:  
27 - Concerned with two different styles  
28 - Preserving the old structure is a good thing  
29  
30 Mayor Barraza:  
31 - Asked if there would be a problem going with a flat roof  
32  
33 Mr. McMillan:  
34 - That would change the interior of the home  
35 - Reiterated there are homes in the area with two different roof styles  
36  
37 Mayor Barraza:  
38 - Reviewed ordinance  
39  
40 Trustee Caro:  
41 - Many different styles in the area  
42 - Open minded  
43  
44 Trustee Johnson-Burick:  
45 - Preservation of an old adobe structure/history  
46  
47 Trustee Garcia:  
48 - Described her property  
49  
50 Mayor Barraza:  
51 - Existing structure will remain flat

1 - New construction will be pitched

2  
3 Closed Joint Worksession at 5:51 p.m.  
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**BOARD OF TRUSTEES  
TOWN OF MESILLA  
REGULAR MEETING  
MONDAY, JANUARY 25, 2021  
6:00 P.M.**

**VIA TELECONFERENCE 1-346-248-7799, MEETING ID 983-7900-0389 PASSWORD 971704**

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

**STAFF:** Cynthia Stoechner-Hernandez, Town Clerk  
Kevin Hoban, Fire Chief  
Eddie Lerma, Marshal  
Rod McGillivray, Public Works Director  
Dorothy Seller, Special Events Coordinator  
Larry Shannon, Community Development Coordinator  
Gloria Maya, Recorder

**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 Garcia, Trustee Johnson-Burick.

Mayor Barraza held a Moment of Silence for Mr. Cesario Alvillar and Ms. Jill Fietze.

**3. CHANGES TO THE AGENDA & APPROVAL**

Mayor Pro Tem Arzabal requested placing under New Business item 7a on the consent agenda.

Mayor Barraza requested removing Consent Agenda item 5b and item 6a for discussion and New Business item 7c out of respect for Mr. Alvillar.

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

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

Mayor Pro Tem Arzabal Yes  
Trustee Caro Yes  
Trustee Garcia Yes  
Trustee Johnson-Burick Yes

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

2           Public input in writing shall be received at [cynthias-h@mesillanm.gov](mailto:cynthias-h@mesillanm.gov) an hour before  
3           the meeting begins on the day of the meeting and will be read into the record. You will  
4           also be given an opportunity to speak during this time by pressing \*9 while in the  
5           teleconference. You will be prompted when to begin speaking.

6 Ms. Stoechner-Hernandez read correspondence from Ms. Krueger.

7 Mr. & Mrs. Saenz asked what the status is on their questions regarding building on their  
8 property.

9  
10 Mayor Barraza responded she would answer their questions at the end of the meeting.  
11

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

14 **Motion: To approve agenda as amended, Moved by Mayor Pro Tem Arzabal, Seconded by Trustee**  
15 **Caro.**

16  
17 **Roll Call Vote:** Motion passed (summary: Yes =4).

18 Mayor Pro Tem Arzabal Yes

19 Trustee Caro Yes

20 Trustee Garcia Yes

21 Trustee Johnson-Burick Yes

22  
23           a) **\*BOT MINUTES** – Minutes of a Regular Meeting on January 11, 2021. *Approved by*  
24           *consent agenda*

25  
26           b) **\*PZHAC Case 061151 w/ Conditions**– 2610 Calle Tercera, submitted by Samuel Kane;  
27           a request for a zoning permit to construct a rock wall around a residential property at  
28           this address. Zoned: Historic Residential (HR).

29 Mayor Barraza stated the conditions placed by PZHAC will be completed; the concern of erosion - will  
30 be submitted to CID and requirements for clear site triangle are met; no higher than 3 ft.  
31

32 **Motion: To approve PZHAC Case 061151w/conditions – 2610 Calle Tercera, submitted by Samuel**  
33 **Kane; a request for a zoning permit to construct a rock wall around a residential property at this**  
34 **address. Zoned: historic Residential (HR), Moved by Mayor Pro Tem Arzabal, Seconded by**  
35 **Trustee Johnson-Burick.**

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

38 Mayor Pro Tem Arzabal Yes

39 Trustee Caro Yes

40 Trustee Garcia Yes

41 Trustee Johnson-Burick Yes

42  
43           **6. OLD BUSINESS:**

44           a) **\*PZHAC Case 061148 w/conditions** - 2130 Calle de Picacho, submitted for Neal  
45           McMillan by Miguel Rincon of Hurlburt Construction; a request for a zoning permit to  
46           incorporate part of an existing structure into a new dwelling to be constructed at this  
47           address. Zoned: Historic Residential (HR).

48 Mayor Barraza stated the swimming pool will not be part of this application.  
49



1 Mayor Pro Tem Arzabal stated he thought applicant would be given a year to complete the  
2 swimming pool and if it is not completed within that year, they would need to come back to begin  
3 the process over again.

4  
5 Mr. Shannon stated the applicant would need to meet CIDs requirements to obtain their  
6 Certificate of Occupancy (CO). The pool would need to be completed if it is part of the permit to  
7 get the CO. The applicant would like to have the pool recognized as part of the construction if  
8 possible.

9  
10 **Motion: To approve PZHAC Case 061148 w/conditions – 2130 Calle de Picacho, submitted for Neal**  
11 **McMillan by Miguel Rincon of Hurlburt Construction; a request for a zoning permit to**  
12 **incorporate part of an existing structure into a new dwelling to be constructed at this address;**  
13 **excluding the swimming pool. Zoned: Historic Residential (HR), Moved by Trustee Caro,**  
14 **Seconded by Trustee Garcia.**

15  
16 Mr. McMillan state he would like the trustees to approve the plans with the pool so that he does not have  
17 to come back when he is ready to build the pool.

18  
19 Mayor Pro Tem Arzabal asked when the applicant is planning to build the pool.

20  
21 Mr. McMillan responded within a month.

22  
23 Mayor Barraza stated she understands the applicant does not have a company to construct the pool.

24  
25 Mr. McMillan responded they do not have a company at this time.

26  
27 Trustee Johnson-Burick stated she does not understand why they cannot approve the pool.

28  
29 Mayor Barraza responded the applicant is still working on the pool plans.

30  
31 Mayor Pro Tem Arzabal stated he has a hard time voting just the house and not the pool.

32  
33 Mayor Barraza responded the motion can be amended or we can ask the applicant to come back with  
34 completed plans for the pool since it is not part of the packet. She asked Mr. McMillan if he submit  
35 plans for the pool to the PZHAC.

36  
37 Mr. McMillan responded he submitted a basic with the size of the pool. The pool contractor will submit  
38 the complete plans for the pool to CID.

39  
40 Mr. Maese stated a swimming pool is a different entity. CID will issue a permit to the person building the  
41 home. The pool consists of a specialty contractor and CID will require a complete set of drawings to be  
42 submitted to their office.

43  
44 Mayor Barraza asked Mr. Maese if he recommends that the swimming pool not be part of this application.

45  
46 Mr. Maese responded if application is approved with the swimming pool it would affect the CO. Since it  
47 would be under one blanket both the home and the swimming pool would need to be completed before we  
48 issue a CO.

49  
50 Mayor Barraza asked Mr. McMillan if the pool would be completed by the time the home is completed.

1 Mr. McMillan responded yes.  
2 Mayor Barraza asked if there is a problem with submitting an application for the pool within two weeks.

3  
4 Mr. McMillan responded yes since the pool companies are backed up. We are planning to complete the  
5 home and the pool completed at the same time.

6  
7 Mr. Maese stated the board may choose to approve the application for the home and the pool as one. CID  
8 gives the applicant six months upon completion of the house to finish the swimming pool. CID will issue  
9 a separate permit to the Specialty Contractor for the pool. They will ensure that all safety issues are  
10 enforced.

11  
12 Trustee Johnson-Burick stated she is comfortable with two permits.

13  
14 Mayor Barraza reviewed the motion.

15  
16 **Roll Call Vote:** Motion passed (summary: Yes =4).

17 Mayor Pro Tem Arzabal Yes

18 Trustee Caro Yes

19 Trustee Garcia Yes

20 Trustee Johnson-Burick Yes

21  
22  
23 **7. NEW BUSINESS:**

24 a) **For approval:** an engineering agreement with Molzen Corbin for project MES2020-02 Capital  
25 Outlay for Mesilla Water System Booster Station at Well No. 2. – **Rod McGillivray, Public**  
26 **Works Director. Approved by consent agenda**

27 b) **For Appointment:** a Mayor Pro-Tem to serve for one year pursuant to MTC 2.15.060. - **Nora L.**  
28 **Barraza, Mayor.**

29 **Motion: To approve the appointment of Trustee Johnson-Burick for Mayor Pro Tem to serve for**  
30 **one year pursuant to MTC 2.15.060, Moved by Trustee Garcia, Seconded by Trustee Johnson-**  
31 **Burick.**

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

34 Mayor Pro Tem Arzabal Yes

35 Trustee Caro Yes

36 Trustee Garcia Yes

37 Trustee Johnson-Burick Yes

38  
39 Mayor Barraza thanked Trustee Arzabal for serving as Mayor Pro Tem.

40  
41 c) **For Appointment:** two representatives to serve on the Board of Adjustments for one-year terms  
42 each. - **Nora L. Barraza, Mayor. Removed from agenda**

43  
44 **8. BOARD OF TRUSTEE COMMITTEE REPORTS**

45 Trustee Arzabal: CEO meeting will meet in March.

46  
47 Mayor Pro Tem Johnson-Burick: MPO meeting was held on January 13<sup>th</sup>.

48  
49 Trustee Garcia: MPO meeting on the 13<sup>th</sup>.

1  
2 Mayor Barraza: thanked Mayor Pro Tem Johnson-Burick for serving as MPO chairperson, will bring  
3 resolution from the MPO to the board; RTD and Mayor's meeting this week.  
4 Legislation information will be shared with the board.

5  
6 **9. BOARD OF TRUSTEE/STAFF COMMENTS**

7 Fire Chief Hoban reviewed the procedure being proposed for Fire Department funding. ISO evaluation  
8 paperwork has been completed.

9  
10 Marshal Lerma reviewed the plan to police the plaza after the recent burglary.

11  
12 Ms. Stoechner-Hernandez stated an OMA and IPRA training will be held on Tuesday via zoom beginning  
13 at 9:00 a.m. The 2021 Cupid Chase will be virtual.

14  
15 Mayor Pro Tem Johnson-Burick stated serving on the MPO was a learning and growing experience.

16  
17 Trustee Arzabal encouraged everyone to get the vaccine.

18  
19 Trustee Garcia stated she is hoping to get something for our residents regarding COVID 19.

20  
21 Mayor Barraza stated she is working on getting a vaccination site in Mesilla. She informed the Saenz that  
22 they are working on the ordinance regarding non-conforming lots and will be sent to the New Mexico  
23 Municipal League for review.

24  
25 Mr. Saenz stated they are available to assist or provide information.

26  
27 Mayor Barraza stated there is not an Architectural Style Committee at this time. She has asked staff,  
28 members of the PZHAC and Mr. Maese to review applications to ensure they comply prior to bringing  
29 them forth to P&Z. Businesses are concerns with the break ins happening on the plaza. Marshal and staff  
30 are working diligently to address the issue. We are about 18% short in GRTs compared to last year. She  
31 will be meeting with the department heads to discuss how we will address the shortfall, once there is a  
32 plan it will be brought forth to the trustees. The offices will be opening on Monday to the public. The  
33 same safeguards will be in effect.

34  
35 **10. ADJOURNMENT**

36 **The Town of Mesilla Trustees unanimously agreed to adjourn the meeting. (Summary: Yes-**  
37 **4)**

38  
39 **MEETING ADJOURNED AT 6:53 P.M.**

40 **APPROVED THIS 8th DAY OF February, 2021.**

41  
42  
43  
44 \_\_\_\_\_  
45 Nora L. Barraza  
46 Mayor

1 **ATTEST:**

2

3

4 \_\_\_\_\_  
Cynthia Stoeher-Hernandez

5 Town Clerk/Treasurer

6

7

8

draft

**MESILLA VALLEY METROPOLITAN PLANNING ORGANIZATION**

**RESOLUTION NO. 21-02**

**A RESOLUTION TO PROMOTE SAFETY FOR PEDESTRIANS AND BICYCLISTS ON THE ROADWAYS OF THE MESILLA VALLEY MPO.**

The Mesilla Valley Metropolitan Planning Organization (MPO) Policy Committee is informed that:

**WHEREAS**, the Mesilla Valley Metropolitan Planning Organization was originally designated as the Las Cruces Metropolitan Planning Organization by the Governor of the State of New Mexico through declaration on February 10, 1982 for the purposes of carrying out federally required coordinated, continuing, and comprehensive transportation planning activities pursuant to 23 CFR 450; and

**WHEREAS**, the bylaws of the Mesilla Valley Metropolitan Planning Organization allow the MPO Policy Committee to create advisory committees; and

**WHEREAS**, the MPO Policy Committee has created the Technical Advisory Committee (TAC) and the Bicycle and Pedestrian Facilities Advisory Committee (BPAC); and

**WHEREAS**, the BPAC has submitted a statement to the MPO Policy Committee expressing their dismay to the Policy Committee at ongoing safety issues throughout the State of New Mexico and in the Mesilla Valley MPO Planning Area; and

**WHEREAS**, the MPO Policy Committee concurs with the BPAC that ongoing safety issues in the MPO area need to be addressed.

**NOW, THEREFORE**, be it resolved by the Policy Committee of the Mesilla Valley Metropolitan Planning Organization:

**(I)**

**THAT** this resolution be submitted to the governing bodies of the City of Las Cruces, Doña Ana County, and the Town of Mesilla.

**(II)**

**THAT** it is the desire of the MPO Policy Committee that the member jurisdictions of the Mesilla Valley MPO; the City of Las Cruces, Doña Ana County, and the Town of

Mesilla, should take definite action to improve safety on the transportation facilities within the Mesilla Valley MPO Planning Area.

(III)

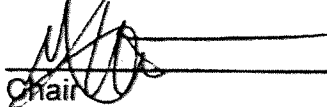
THAT the Policy Committee suggests that such geometric treatments as narrower lanes and traffic circles at intersections, as endorsed by the Congress of the New Urbanism, and included in the City of Las Cruces' Comprehensive Plan; *ELEVATE Las Cruces*, and in the City of Las Cruces Active Transportation Plan, be implemented within the Mesilla Valley MPO Planning area.

(IV)

THAT staff is directed to take appropriate and legal actions to implement this Resolution.

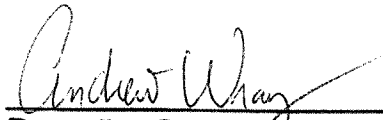
DONE and APPROVED this 13th day of January, 2021.

APPROVED:

  
 \_\_\_\_\_  
 Chair

Motion By:	Councilor Sorg
Second By:	Trustee Johnson-Burick
VOTE:	.
Chair Vasquez	Yes
Vice-Chair Sanchez	Yes
Mayor Barraza	Yes
Councilor Bencomo	Yes
Commissioner Chaparro	Abs
Dist. Eng. Doolittle	Abs
Trustee Garcia	Yes
Trustee Johnson-Burick	Yes
Commissioner Murillo-Trujillo	Yes
Councilor Sorg	Yes

ATTEST:

  
\_\_\_\_\_  
Recording Secretary

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **Town of Mesilla**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2020, Chapter 81, Section 35, Para. 222, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**AGREEMENT**

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

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

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

**20-E2566      \$ 100,000.00 Appropriation Reversion Date: 30-JUN-24  
Laws of 2020, Chapter 81, Section 35, Paragraph 222, One Hundred Thousand Dollars  
(\$100,000.00) to plan, design, construct, equip, purchase and install playground equipment for  
parks in Mesilla in Dona Ana county.**



The Grantee's total reimbursements shall not exceed One Hundred Thousand Dollars (**\$100,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>[1]</sup>, if applicable, Zero Dollars (**\$0.00**), which equals One Hundred Thousand Dollars (**\$100,000.00**) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

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

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

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

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

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

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
  - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
  - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
  - C. Project funds shall not be used for purposes other than those specified in the Project Description.
  - D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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

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

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

Grantee: Town of Mesilla  
 Name: Rod McGillivray  
 Title: Public Works Director  
 Address: PO Box 10, 2231 Avenida de Mesilla, Mesilla NM 88046  
 Email: rodm@mesillanm.gov  
 Telephone: 575-524-3262

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

Grantee: Town of Mesilla  
 Name: Cynthia Stoechner-Hernandez  
 Title: Town Clerk  
 Address: PO Box 10, 2231 Avenida de Mesilla, Mesilla NM 88046  
 Email: cynthias-h@mesillanm.gov  
 Telephone: 575-524-3262

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

Department: DFA/Local Government Division  
Name: Ms. Ariana M. Vigil  
Title: Project Manager  
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, New Mexico 87501  
Email: [Arianam.vigil@state.nm.us](mailto:Arianam.vigil@state.nm.us)  
Telephone: 505-827-8074

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

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

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

#### **ARTICLE V. EARLY TERMINATION**

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

Early Termination includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VII. AMENDMENT**

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

## **ARTICLE VIII. REPORTS**

### **A. Database reporting**

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

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

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

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

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

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

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

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

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

### C. Deadlines

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

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

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

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

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

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

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

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

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

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

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

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

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

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

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

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

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

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **Town of Mesilla** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **Town of Mesilla** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **Town of Mesilla**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Town of Mesilla** or the Department.”

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

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

“This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **Town of Mesilla** may early terminate this



contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **Town of Mesilla** 's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

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

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

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

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

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

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

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

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

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

**GRANTEE**

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

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

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

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

\_\_\_\_\_  
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

Its: Division Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)  
\_\_\_\_\_  
City, State, Zip
- C. Phone No: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_
- B. Grant Amount: \_\_\_\_\_
- C. AIPP Amount (If Applicable): \_\_\_\_\_
- D. Funds Requested to Date: \_\_\_\_\_
- E. Amount Requested this Payment: \_\_\_\_\_
- F. Reversion Amount (If Applicable): \_\_\_\_\_
- G. Grant Balance: \_\_\_\_\_
- H.  GF       GOB       STB (attach wire if first draw)
- I.  Final Request for Payment (if Applicable)

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

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

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

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

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

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

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

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

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

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

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

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

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

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

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

**Notice of Obligation to Reimburse Grantee #** \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_  
Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee  
Grant Number: \_\_\_\_\_  
Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

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

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

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

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_ **\$ 0.00**

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

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

## BOARD ACTION FORM

### ITEM:

Agreement for Services - PurOps

### BACKGROUND:

Provide services to act as Town of Mesilla NMED Water Operator of record and provide other services as listed in the agreement.

### SUPPORTING INFORMATION:

None

### BOT OPTIONS:

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

5



# TECHNICAL SERVICES CONTRACT:

## TOWN OF MESILLA WATER SYSTEM

This is an agreement between the Town of Mesilla Water System Water Utility and PureOps (contractor) for rendering of technical services in the operation and maintenance of the domestic water and wastewater system.

The parties agree as follows:

1. This agreement shall commence on **January 1, 2021** and shall continue in force until **July 1, 2021** unless terminated by either party with 30-day written notice.
2. The services to be rendered shall fall into two categories: those described herein as General Services and those described herein as Special Services. The contractor shall render the General Services and the utility shall compensate contractor at the rate of **\$1,000.00 per month**, not including gross receipt tax. The utility shall compensate contractor for the Special Services in accordance with the schedule of such services and their respective charges annexed hereto as Schedule A.
3. The contractor shall maintain at a minimum a level 2 operators certificate as required by the State of New Mexico Environmental Department under WQCC Regulation Section 4-205 A.
4. The contractor shall render the following General Services to the water utility:
  - A. Management of the System:
    - (1) The contractor shall maintain good public relations with members of the utility and any interested governmental entity.

- (2) The contractor shall report to utility owner(s) / manager(s) any adverse comments or criticism of the water system.
- (3) The contractor shall adhere to the Operation Manual of the system and establish a schedule of operating priorities directed to maintaining the system in good operating condition.
- (4) The contractor shall maintain an emergency telephone number on a twenty-four (24) hour per day basis and respond to any emergencies.

B. Maintenance of the System:

- (1) The contractor shall monitor the water system; recommend preventative maintenance procedures with the object of keeping the system in good operating order.
- (2) The contractor shall maintain a general log of all work done for the water utility.

C. Safety and Welfare:

- (1) The contractor shall extract and transport to the appropriate laboratory samples of water as may be required and arrange for testing for portability and other analysis as needed as requested by the utility owner(s) / manager(s). The utility shall pay any charges incurred in the testing of water. The reports of such tests shall be promptly delivered to the utility. In the case of a non-compliance water sample, the contractor will be notified to take corrective action.

D. Utility Directors:

- (1) The parties agree that they will comply with the utilities articles of incorporation, by-laws, rules, and regulations, user's agreement, rural economic and community development (Fm.H.A) regulations and the requirements of any state or federal regulatory agencies.
- (2) Any dispute arising out of, or related to, this agreement shall be resolved by arbitration in accordance with the Uniform Arbitration Act of the State of New Mexico.



- (3) This is the entire agreement between the parties, any changes amendments, or variations shall be in writing, and be approved by the utility director(s)/officer(s) and the contractor.

E. Additional Technical Services Not Previously Outlined Above:

- (1) Assist the system in correcting any and all outstanding NMED violations
- (2) Collect two (2) BAC-T samples per month as required by NMED
- (3) Collect lead and copper samples as required by NMED
- (4) Collect DBP (disinfection by-product) samples as required by NMED
- (5) Schedule and accompany state sampler with any additional sampling required by NMED (UCMR-4, SOCs, VOCs, Nitrates, Etc...)
- (6) Submit monthly chlorine residual report to NMED (disinfectant level quarterly operating report) \*\* Residuals to be collected by Town of Mesilla staff \*\*
- (7) Includes 5 hours of on/off site technical support (if needed) per month (emergency contact number to be made available)
- (8) Provide level 4 certification in water and wastewater operations
- (9) PureOps is licensed and insured
- (10) Continue weekly checks at lift station and minor maintenance on Stenner injection pump for biological treatment

**SPECIAL SERVICES/SCHEDULE A**

Duty hours performed will be considered to be 8AM to 5PM Monday through Friday. For work outside of the provisions of this contract which is approved or is requested by the utility, the monthly rate will be **\$1,000.00 per month plus the rates listed below for EMERGENCY SERVICES.**

Compensation for EMERGENCY SERVICES shall be a flat rate of **\$75.00**, plus service time (two hours minimum per incident), which will be paid at the rate of **\$55.00 per hour**, with each additional man at **\$35.00 per hour**.

The Town of Mesilla will pay for equipment and service contractors at the customary and reasonable rate and charges here in Dona Ana County. The contractor will keep the utility informed of these rates.

PureOps

By \_\_\_\_\_  
PureOps President

Date \_\_\_\_\_

Town of Mesilla

By \_\_\_\_\_  
Town of Mesilla Authorized Officer

Date \_\_\_\_\_

END OF CONTRACT



**From:** [Brandon Garcia](#)  
**To:** [rodm@mesillanm.gov](mailto:rodm@mesillanm.gov)  
**Cc:** [associate mario](#); [associate michael](#)  
**Subject:** PureOps Administrative Operations and Sampling Proposal  
**Date:** Thursday, January 7, 2021 6:43:43 PM

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Good evening Rod, I hope the new year has treated you well so far.


I apologize for the delayed response as I have broken my leg and have been out of the office recently.

Please see the list of services PureOps is willing to provide the Town of Mesilla on a monthly basis, should you have any questions feel free to call Mario or myself anytime. If you wish to move forward with these services, a formal proposal and service agreement will be drafted and sent to you for review and authorization.

Thank you and have a great weekend, - Brandon

- Assist the system in correcting any and all outstanding NMED violations
- Collect 2 BAC-T samples per month as required by NMED
- Collect Lead and copper samples as required by NMED
- Collect DBP (disinfection by-product) samples as required by NMED
- Schedule and accompany state sampler with any additional sampling required by NMED (UCMR-4, SOCs, VOCs, Nitrates, Etc...)
- Submit monthly chlorine residual report to NMED (disinfectant level quarterly operating report) \*\* Residuals to be collected by Town of Mesilla staff \*\*
- Includes 5 hours of on/off site technical support (if needed) per month (emergency contact number to be made available)
- Provide level 4 certifications in water and wastewater operations
- PureOps is Licensed and insured
- Continue weekly checks at lift station and minor maintenance on Stenner injection pump for biological treatment

**COST FOR SERVICES (MONTHLY): \$1,000.00 + TAXES AS APPLICABLE**

	<p>Brandon P. Garcia, WS4, WW4 Sales Manager <a href="mailto:brandon@pureops.com">brandon@pureops.com</a> +1 575-644-0571</p>
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## CONTRACT OF EMPLOYMENT Between

Corporate entity: Town of Mesilla, N.M.      Employer: Mesilla Marshal's Office

and Employee:

First and last name: Danny Garcia

Address: [REDACTED]

Date-of-birth: 12/18 [REDACTED]

Social Security No.: [REDACTED]

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### 1. Position

The Employee is hereby employed as Detective, Crime Scene Investigator and Evidence Custodian on the following terms and conditions.

### 2. Commencement of the Employment

The employment commences on December 19<sup>th</sup>, 2020

### 3. Probationary Time Period

The contractual employment can be terminated by either party under observance of a time period of 7 (seven) days via a formal written notification. The performance probation period will be for ninety (90) days.

### 4. Working Hours

The normal weekly working hours are no longer than forty (40) hours unless or until a call-out occurs. No compensation for extra hours. A call out is defined as my being called out to assist the Mesilla Marshal's Office for any call that may require investigation. Any time accumulated during a call out may be used as Flex Time.

### 5. Place of Work

The Employee is to work mainly at the main premises of the Mesilla Marshal's Office located at 2670 Calle Del Parian, Mesilla, NM 88046. To include any scene/location called out to assist the Mesilla Marshal's Office.

### 6. Duties of Due Care and Fidelity

During the duration of the contract of employment, the Employee may not carry out work for third parties which could be a conflict of interest.

## **7. Remuneration**

The Employee is to receive gross yearly remuneration of pay at \$200.00 (Two Hundred Dollars) monthly.

## **8. Paid Vacation**

The Employee is entitled to paid vacation of ZERO amount.

## **9. Termination of the Contractual Employment**

Notice of one month to terminate the contract of employment can be given by either party to take effect as of the end of a calendar month via a formal written document to terminate contractual employment. .

## **10. Alterations to this Contract of Employment**

Any alterations to this contract of employment require the written agreement of both parties.

## **11. Applicable Law**

All disputes under this contract of employment are solely to be settled by the application of New Mexico Law. The Place of Jurisdiction is Mesilla, New Mexico.

## **12. Part-time Contract Employee Special Agreements Duties:**

- General job description for this position is to process crime scenes through identifying, documenting, processing, collecting, analyzing, interpreting, maintaining chain of custody, and reporting evidence, and testifying in court the conclusive findings of the crime scene, maintain and drive an issued Crime Scene Vehicle, where equipment will be stored for processing scenes.
- Responds to requests for crime scene processing and analysis; identifies and collects evidence.
- Documents evidence through video recording, photography, Report Writing and sketching; processes physical evidence using various chemicals/processes; maintains chain of custody of evidence;
- Prepares official police reports on crime scenes and evidence collected. Tracks leads for criminal suspects and/or compares suspects and classifies fingerprints; analyzes evidence.
- Performs laboratory processing; interprets test results.
- Checks criminal histories.
- Searches database for suspects.
- Obtains DNA biological evidence from crime scenes, suspects, and victims, then submits DNA evidence to the NM Department of Public Safety Lab Biological Section.
- Submits latent fingerprints to the NM Department of Public Safety Latent Unit to identify suspect persons.
- Testifies in local, state, and federal courts as an expert witness.
- Secondary Evidence Custodian performs administrative duties associated with evidence processing or intake.
- Performs latent fingerprint identification requests; Known versus the Unknown.
- Scans latent print images.
- Attends required and optional training conferences to maintain certification as a Crime Scene Investigator and to enhance performance.
- Instructor for Mesilla Marshal's Office Deputyes, in the subject of Crime Scene Investigation for Patrol Officers.

- Instructor for Mesilla Marshal's Office Detective, in the subjects of Basic/Advanced Crime Scene Investigation, Forensic Death Investigation, Forensic Blood and Bullet Analysis, Crime Scene Photography, Basic Accident Investigation
- Answers telephone calls from citizens, departmental employees, or other government agencies.
- Assists other agencies as needed with the approval of the supervisor on duty.

.....  
 .....

Date: 12/19/2020

*[Handwritten Signature]*  
 Town of Mesilla, NM  
 The Employer:

*Marska*

12/19/2020  
*[Handwritten Signature]*

The Employee:  
 Danny Garcia  
 Retired Police Investigator  
 Crime Scene Investigator/Instructor  
 Senior Crime Scene Analyst (I.A.I)

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Approved & Reviewed by BOT: 2/8/2021

Date:

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

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## MEMORANDUM

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**TO: MAYOR NORA L. BARRAZA AND BOARD OF TRUSTEES**  
**FROM: LARRY SHANNON, COMMUNITY DEVELOPMENT COORDINATOR**  
**SUBJECT: ACTIVITY REPORT – JANUARY 2021**  
**DATE: FEBRUARY 2, 2021**

**PZHAC BUSINESS**  
**JANUARY 2021**

**[Items presented to the PZHAC]**

**WORK SESSION**

- A. Submitted by Samuel Kane; a request to discuss plans to construct a rock wall around a residential property at 2610 Calle Tercera (**Case 061151**) Zoned: Historic Residential (HR)
- B. Submitted by Cesar Huizar for “Casa Blanca de Mesilla” a request to discuss plans to construct a commercial building and conduct a retail operation on two properties located at the southeast corner of Avenida de Mesilla and Tierra de Mesilla. Zoned: General Commercial (C)
- C. Submitted by Kevin McGinley of McGinley Construction, Inc. for Matthew Abrams, a request to discuss plans to construct an addition on a dwelling located along an easement at 2852 Snow Road. Zoned: Single Family Residential (R-1)
- D. Submitted by Brad and Debbie Foreman, a request to discuss plans to build a residence and a structure with a 600 square foot casita, a pool, a workshop, and a studio on a five acre property located at 2725 Old Farm Road between Old Farm Road and Stanford Road along the Gillem Lateral. Zoned: Rural Farm (RF)

**ADMINISTRATIVE APPROVAL**

**Zoning Permits**

1. **Case 061152** – 3311 Granby Lane, submitted by Dylan Burruss; a request for a zoning permit to allow a dwelling at this address to be reroofed. Zoned: Residential, one acre (R-1)
2. **Case 061153** – 3311 Granby Lane, submitted by Dylan Burruss; a request for a zoning permit to allow the replacement of the windows on a dwelling at this address. Zoned: Residential, one acre (R-1)
3. **Case 061154** – 2392 Calle de Parian, submitted by Yolanda Lucero, a request for a zoning permit to allow a driveway to be installed on a residential property at this address. Zoned: Historical Residential (HR)

**PZHAC DECISION ITEMS:**

**Zoning Permits**

4. **Case 061151** – 2610 Calle Tercera, submitted by Samuel Kane; a request for a zoning permit to construct a rock wall around a residential property at this address. Zoned: Historic Residential (HR) **Discussed during the Work Session**
5. **Case 061155** - Submitted by Kevin McGinley of McGinley Construction, Inc. for Matthew Abrams, a request for a zoning permit to allow the construction of an addition to a dwelling located along an easement at 2852 Snow Road. Zoned: Single Family Residential (R-1) **Discussed during the Work Session – Item 3**
6. **Case 061156** – 2725 Old Farm Road, submitted by Brad and Debbie Foreman, a request for a zoning permit to allow the construction of a residence and a structure with a 600 square foot casita, a pool, a workshop, and a studio. Zoned: Rural Farm (RF) **Discussed during the Work Session – Item 4**

7. **Case 061157** – 2821 Cielo Grande, submitted by William Zachary Penn; a request for a zoning permit to allow the construction of an open pool cabana and a pool equipment room behind a dwelling on a five acre property at this address. Zoned: Rural Farm (RF)

**PZHAC Determinations:**

8. Submitted by Cesar Huizar for “Casa Blanka de Mesilla”, a request for a determination by the PZHAC as to what further information is necessary to allow the construction of a commercial building at the southeast corner of Avenida de Mesilla and Tierra de Mesilla. Zoned: General Commercial (C)
9. Submitted by Kevin McGinley of McGinley Construction, Inc. for Matthew Abrams, a request for a determination by the PZHAC as to what further information is necessary to allow the construction of an addition to a dwelling located along an easement at 2852 Snow Road. Zoned: Single Family Residential (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](mailto:larrys@mesillanm.gov).**



**Town of Mesilla Assessor's Report  
JANUARY 2021**

Mesilla CASE #	DAC ACC'T #	APPL. DATE	ISSUEE/CONTRACTOR	VALUATION / COST	FEE	BLDG CODE	ADDRESS	DESCRIPTION OF WORK
061152	04-00890	1/13/21	Nathan Dylan Burruss	6,000.00	19.50	RR	1530 West Union Avenue	Repair roof on a dwelling
061153	04-00890	1/13/21	Nathan Dylan Burruss	2,000.00	13.50	RR	1530 West Union Avenue	Replace six windows on a dwelling at this address
061154	04-04225	1/133/21	Yolanda Lucero/Luis Lopez	5,000.00	18.00	MI	2392 Calle De Parian	Install a concrete driveway
061155	04-00109	12/23/20	Matthew Abrams/McGinley Construction, Inc.	140,000.00	220.50	AD	2852 Snow Road (ROW easement)	Construct an addition to a dwelling at this address.
061156	04-00990	12/30/20	Brad and Debbie Foreman/Joseph Bekken	350,000.00	535.50	NR	2725 Old Farm Road	Construct a dwelling and accessory structure containing a pool, 600 sq. ft. guest house, studio, garage and storage
061157	04-01099	1/22/21	William Zachary Penn/Planet Development Co., Inc	50,000.00	85.50	AC	2821 Cielo Grnade	Construct a pool cabana and pool equipment room
061158	04-00598	1/12/21	Elisa Rios/Window World of Las Cruces	2777.15	15.00	MI	3037 Los Arenales	Replace three window on a dwelling at this address
061159	04-00644	1/23/21	Lorenzo L. Fierro/self	1,000.00	10.50	MI	2170 Calle de Santa Ana	Add a driveway extension to an existing driveway
061160	04-01172	1/12/21	Douglas Zimmerman/self	3,250.00	180.00	MI	2140 Calle de Norte	Repaint a dwelling at tis address
061161	04-00199	1/12/21	Toby and Stephen Carrasco/CN Landscaping	5,000.00	200.00	MI	2510 Calle de Parian	Landscape a residential property at this address
061162	04-00870	1/20/21	Grady and Marcy Oxford/Noble Builders, Inc	245,000.00	378.00	AD	3150 Bowman Street	Construct an addition on an existing dwelling at this address

# Community Projects Report

Project	Description
Current Contact information	Dorothy Sellers Email: <a href="mailto:DorothyS@mesillanm.gov">DorothyS@mesillanm.gov</a> Work: 575-524-3262 Cell:575-571-3890
Social Media and website	Keep social media up to date with things happening in Mesilla. Will continue to push visitors to the website.
Mesilla Night Out	Friday, March 26 <sup>th</sup> was determined by the businesses to be the best day for Mesilla Night Out #2. Will continue to work through details to cement plans and begin advertising.
Mercado	Mercado has reopened as of Dec. 3 <sup>rd</sup> . Vendors will wear masks at all times and provide sanitizer. Revamping the Rules and Regulations in preparation of holding virtual orientations for new and old vendors.
Clean & Beautiful Grant	Town of Mesilla has been awarded \$14,570 for the purchase of new trash and recycle bins, picnic tables, and benches inside our parks. In addition, promotional materials for giving away at events and bike stations will be purchased for our town's cyclist enthusiasts.  Trash and recycle bins have been purchased and installed in Public Safety park, Los Leones park and Commemorative Park. Tables and Benches will be purchased next
NM Tourism Grant	The media push of our video and banner has been paused and will resume when it is responsible to do so. Application has been submitted. All applications have been paused until further notice.
Covid-19	Have been updating the website with valid Covid-19 information as well as providing PSA for the public via social media and website. Have also participating weekly on the Joint Information Center calls providing information relevant to Covid-19 and Mesilla so it can be pushed out to the public.

Google DMO Program	The Town of Mesilla has been awarded Recovery Initiatives that have a total market value of \$27,750.  Photos and videos have been shot. Finalized products have begun to be pushed out via social media and website.
El Paso Electric Grant	Applications have been opened and will be submitted prior to March 1 <sup>st</sup> deadline for the 2021 Summer Rec Program.



# 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: Jan-21  
General Fund should be at: 58% spending

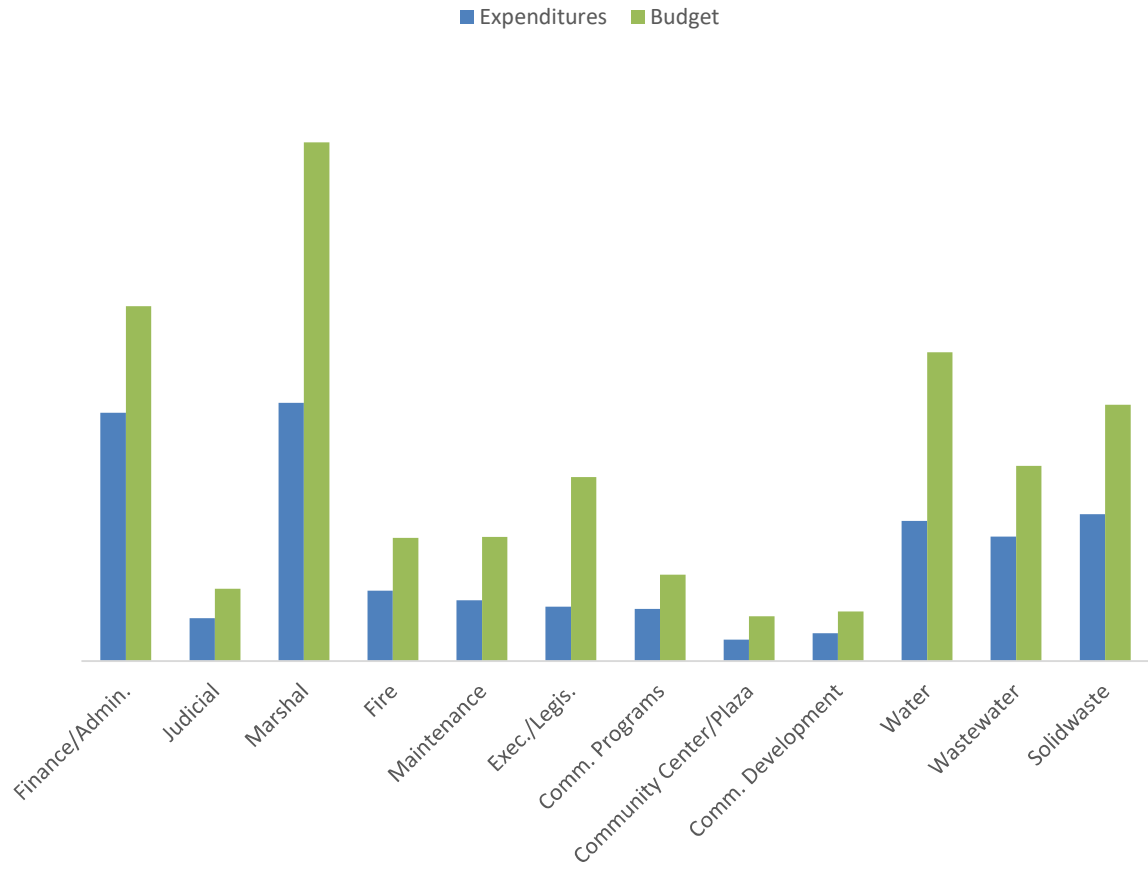
**PER THE MAYOR'S DIRECTION -  
BUDGETS HAVE BEEN FROZEN WITH THE EXCEPTION OF EMERGENCY EXPENDITURES.**

YTD EXPENDITURES	%Exp.	\$ Money YTD	Mo.%	YTD % over/under	Approved Budget
Finance/Admin.	70.01%	\$251,751	100.00%	-29.99%	\$ 359,583
Judicial	59.24%	\$43,370	100.00%	-40.76%	\$ 73,213
Marshal	49.80%	\$261,832	100.00%	-50.20%	\$ 525,751
Fire	57.23%	\$71,390	100.00%	-42.77%	\$ 124,739
Maintenance	49.00%	\$61,644	100.00%	-51.00%	\$ 125,805
Exec./Legis.	29.57%	\$55,160	100.00%	-70.43%	\$ 186,531
Comm. Programs	60.43%	\$52,817	100.00%	-39.57%	\$ 87,407
Community Center/Plaza	47.40%	\$21,566	100.00%	-52.60%	\$ 45,500
Comm. Development	55.97%	\$28,187	100.00%	-44.03%	\$ 50,360
<b>General Fund</b>	<b>53.69%</b>	<b>\$847,718</b>	<b>100.00%</b>	<b>-46.31%</b>	<b>\$ 1,578,889</b>
Water	45.37%	\$141,925	100.00%	-54.63%	\$ 312,813
Wastewater	63.80%	\$126,252	100.00%	-36.20%	\$ 197,875
Solidwaste	57.24%	\$148,711	100.00%	-42.76%	\$ 259,804
<b>Enterprise Fund</b>	<b>50.56%</b>	<b>\$416,888</b>	<b>100.00%</b>	<b>-49.44%</b>	<b>\$ 824,492</b>

# EXPENDITURES



# EXPENDITURES VS BUDGET

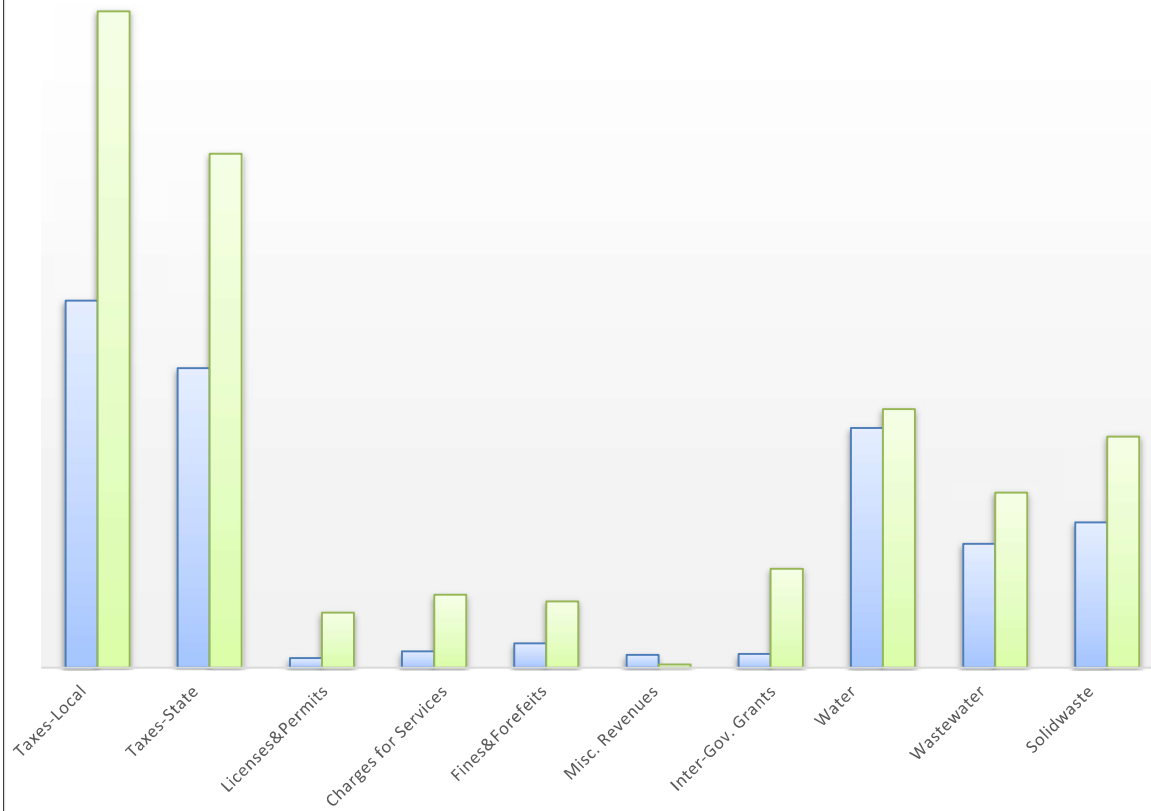


Please request the INCODE report for detail revenues and expenses by fund.

REVENUE					
YTD REVENUES	% Rec.	YTD Money \$	% Est.	YTD % over/under	AMOUNT BUDGETED
Taxes-Local	55.94%	\$387,872	100.00%	-44.06%	\$693,315
Taxes-State	58.27%	\$316,370	100.00%	-41.73%	\$542,958
Licenses&Permits	17.62%	\$10,218	100.00%	-82.38%	\$58,000
Charges for Service	22.35%	\$17,212	100.00%	-77.65%	\$77,000
Fines&Forefeits	36.67%	\$25,668	100.00%	-63.33%	\$70,000
Misc. Revenues	400.80%	\$13,627	100.00%	300.80%	\$3,400
Inter-Gov. Grants	13.85%	\$14,460	100.00%	-86.15%	\$104,400
<b>General Fund</b>	<b>49.72%</b>	<b>\$785,427</b>	<b>100.00%</b>	<b>-50.28%</b>	<b>\$1,579,673</b>
Water	92.61%	\$253,114	100.00%	-7.39%	\$ 273,318
Wastewater	70.62%	\$130,668	100.00%	-29.38%	\$ 185,019
Solidwaste	62.93%	\$153,500	100.00%	-37.07%	\$ 243,924
<b>Enterprise Fund</b>	<b>76.51%</b>	<b>\$537,282</b>	<b>100.00%</b>	<b>-23.49%</b>	<b>\$702,261</b>

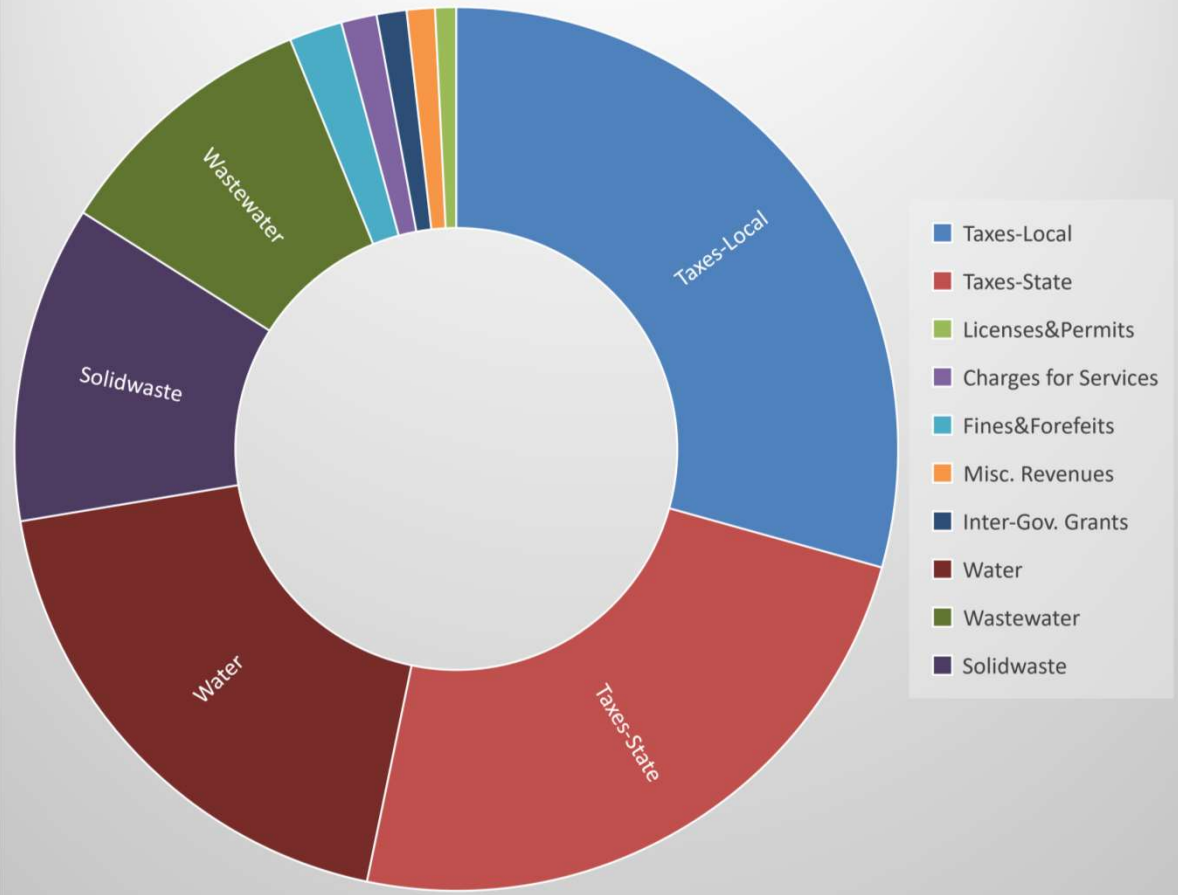
# REVENUES VS BUDGET

Actual Received Budgeted

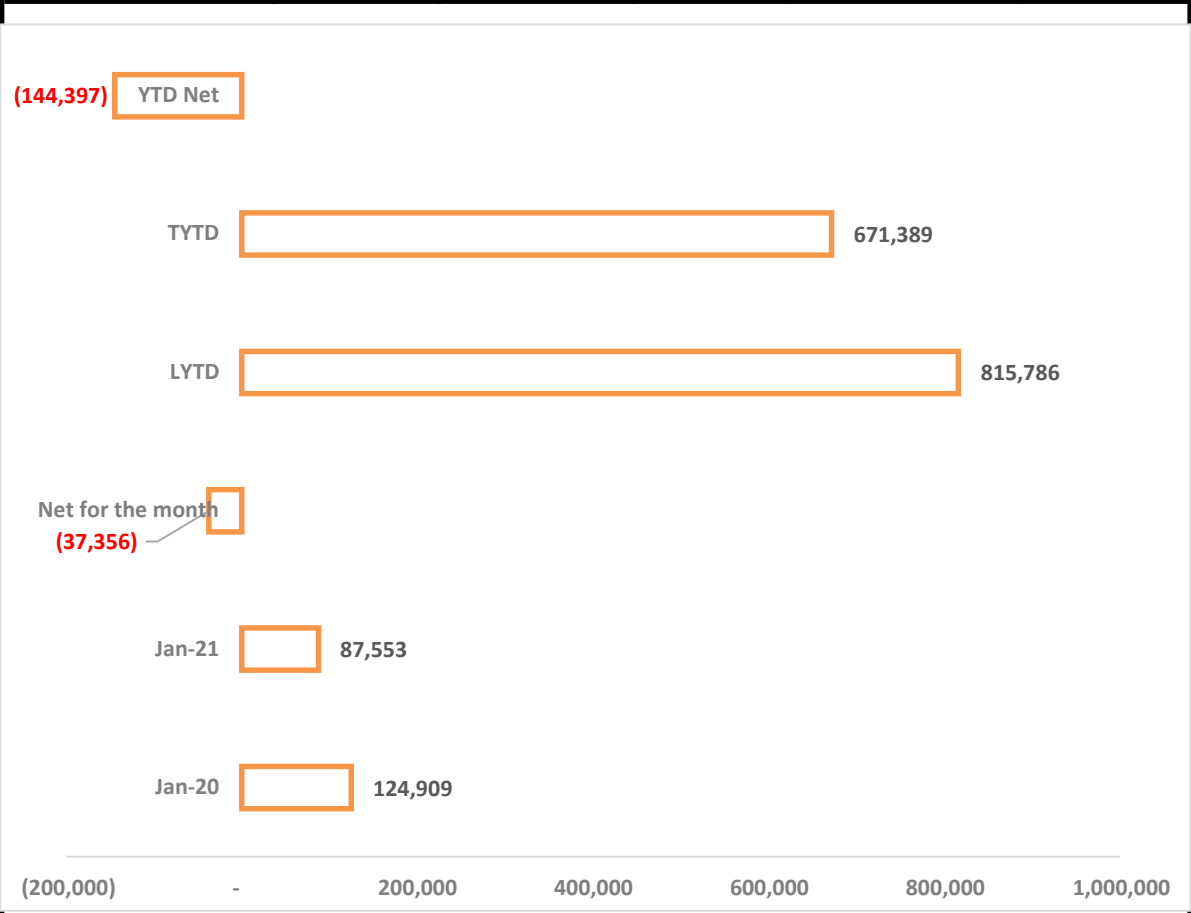




# REVENUES



GRT COMPARISONS					
Jan-20	Jan-21	Net for the month	LYTD	TYTD	YTD Net
124,909	87,553	(37,356)	815,786	671,389	(144,397)



Business GRT in November 2020			
Percentage over last FY	-30%	Percentage over last FYTD	-18%

TOWN OF MESILLA FIRE DEPARTMENT  
MONTHLY BOT REPORT



DATE: January, 2021

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**MAJOR ADDITIONS TO INVENTORY**

None

**MAINTENANCE OF EQUIPMENT**

Installed deck gun onto Engine 32, repaired pump pressure sensor and equipment drawer on Engine 31,

**COMMENTS**

Work in progressing on preparation for our ISO evaluation. All pre-survey documentation was filed prior to deadlines. Cadet class in working an finishing the didactic portion of the IFSAC Fire I & II in preparation for state testing. Testing in on hold due to COVID restrictions.

All personnel who contracted COVID have recovered and our doing well. Vaccinations of personnel are nearing completion with no complications.

Our on-site ISO evaluation will take place on February 9, 2021

**SUBMITTED BY**

Fire Chief Kevin Hoban \_\_\_\_\_

# Mesilla Fire Department

Mesilla, NM

This report was generated on 2/3/2021 12:30:18 AM



## Incident Statistics

Start Date: 01/01/2021 | End Date: 01/31/2021

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		11	
FIRE		15	
<b>TOTAL</b>		<b>26</b>	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
Bat31	5	6	6
BR31	0	2	2
<b>TOTAL</b>	<b>5</b>	<b>8</b>	<b>8</b>
PRE-INCIDENT VALUE		LOSSES	
<b>\$0.00</b>		<b>\$0.00</b>	
CO CHECKS			
<b>TOTAL</b>			
MUTUAL AID			
Aid Type		Total	
Aid Given		5	
Aid Received		1	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
6		23.08	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Mesilla Fire Main Station 31	0:04:51	0:14:42	
<b>AVERAGE FOR ALL CALLS</b>		<b>0:06:27</b>	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Mesilla Fire Main Station 31	0:01:26	0:00:28	
<b>AVERAGE FOR ALL CALLS</b>		<b>0:01:18</b>	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Mesilla Fire Department		24:05	

Only Reviewed Incidents included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.

# Mesilla Fire Department

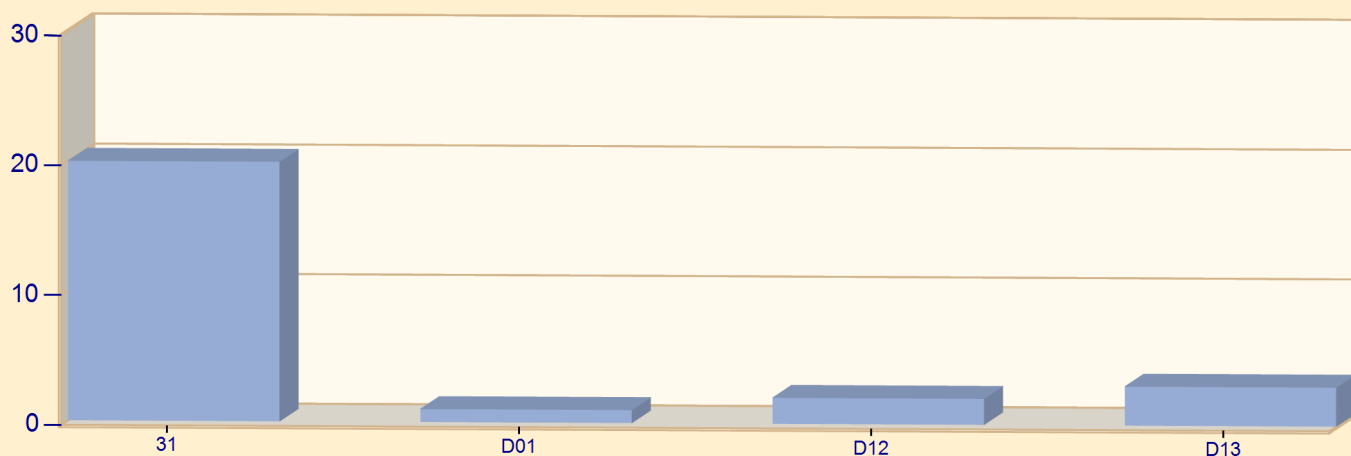
Mesilla, NM

This report was generated on 2/3/2021 12:51:07 AM



## Incident Type Count per Zone for Date Range

Start Date: 01/01/2021 | End Date: 01/31/2021



ZONES	INCIDENT TYPE	COUNT
<b>31 - Town of Mesilla</b>		
	151 - Outside rubbish, trash or waste fire	1
	311 - Medical assist, assist EMS crew	1
	321 - EMS call, excluding vehicle accident with injury	8
	481 - Attempt to burn	1
	511 - Lock-out	2
	522 - Water or steam leak	1
	551 - Assist police or other governmental agency	1
	552 - Police matter	1
	554 - Assist invalid	2
	631 - Authorized controlled burning	1
	651 - Smoke scare, odor of smoke	1
	<i>Total Incidents for 31 - Town of Mesilla</i>	<i>20</i>
<b>D01 - Dona Ana</b>		
	111 - Building fire	1
	<i>Total Incidents for D01 - Dona Ana.</i>	<i>1</i>
<b>D12 - Fairacres</b>		
	321 - EMS call, excluding vehicle accident with injury	1
	611 - Dispatched & cancelled en route	1
	<i>Total Incidents for D12 - Fairacres:</i>	<i>2</i>
<b>D13 - South Valley</b>		

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



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ZONES	INCIDENT TYPE	COUNT
	311 - Medical assist, assist EMS crew	1
	412 - Gas leak (natural gas or LPG)	1
	611 - Dispatched & cancelled en route	1
	<i>Total Incidents for D13 - South Valley.</i>	3
<b>Total Count for all Zone:</b>		<b>26</b>

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

# Mesilla Fire Department

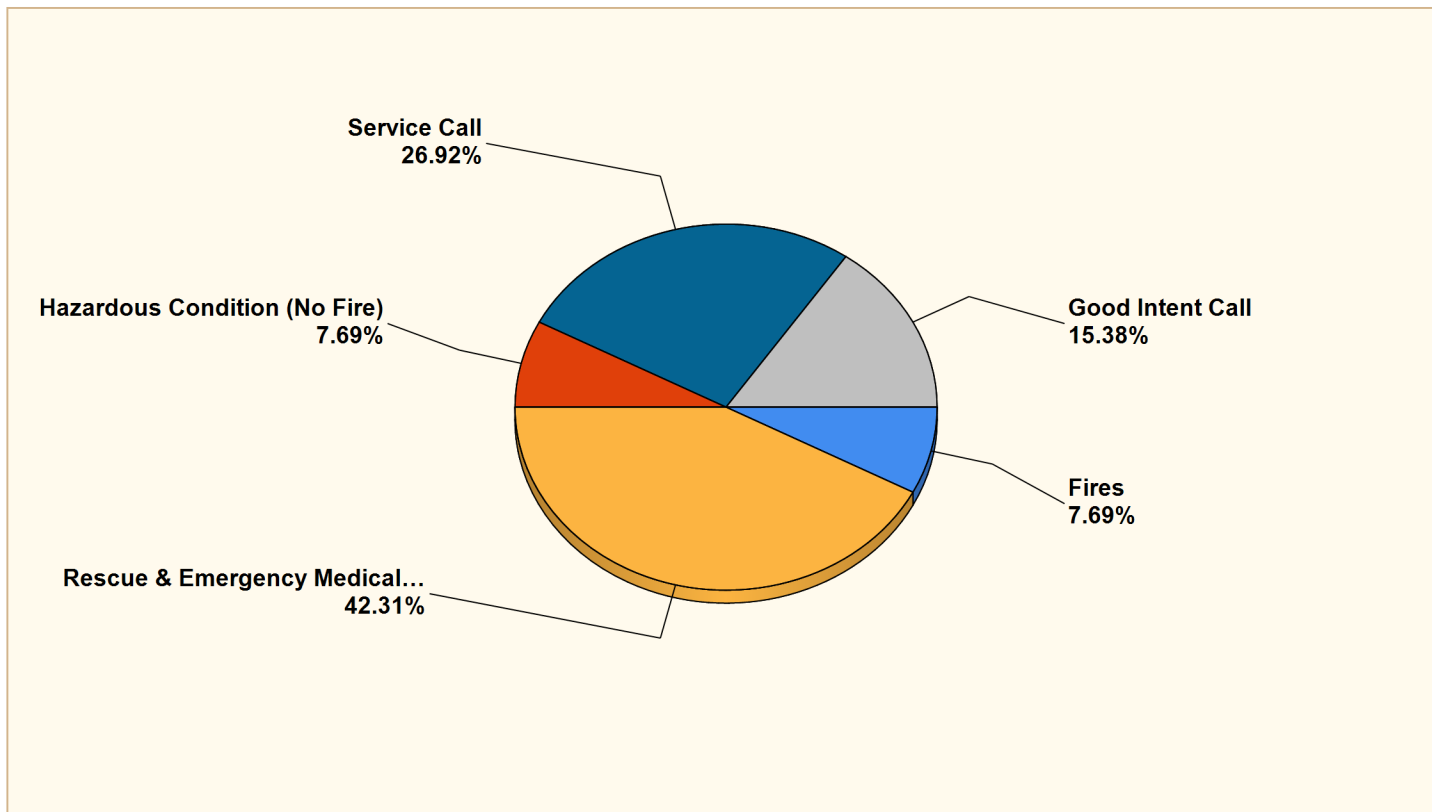
Mesilla, NM

This report was generated on 2/3/2021 12:56:45 AM



## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2021 | End Date: 01/31/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	2	7.69%
Rescue & Emergency Medical Service	11	42.31%
Hazardous Condition (No Fire)	2	7.69%
Service Call	7	26.92%
Good Intent Call	4	15.38%
<b>TOTAL</b>	<b>26</b>	<b>100%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are 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
111 - Building fire	1	3.85%
151 - Outside rubbish, trash or waste fire	1	3.85%
311 - Medical assist, assist EMS crew	2	7.69%
321 - EMS call, excluding vehicle accident with injury	9	34.62%
412 - Gas leak (natural gas or LPG)	1	3.85%
481 - Attempt to burn	1	3.85%
511 - Lock-out	2	7.69%
522 - Water or steam leak	1	3.85%
551 - Assist police or other governmental agency	1	3.85%
552 - Police matter	1	3.85%
554 - Assist invalid	2	7.69%
611 - Dispatched & cancelled en route	2	7.69%
631 - Authorized controlled burning	1	3.85%
651 - Smoke scare, odor of smoke	1	3.85%
<b>TOTAL INCIDENTS:</b>	<b>26</b>	<b>100%</b>

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





# Mesilla Fire Department

Mesilla, NM

This report was generated on 2/3/2021 12:52:04 AM



## Response Activity Report

Start Date: 01/01/2021 | End Date: 01/31/2021

INCIDENT #	DATE	APPARATUS ID	ALARM TIME	ARRIVE TIME	RESPONSE TIME	ADDRESS
<b>111 - Building fire</b>						
2021-00022	01/28/2021	Bat32	21:30:23	22:39:29	01:09:06	5280 HERMANITAS RD
2021-00022	01/28/2021	E31	21:30:23	22:39:33	01:09:10	5280 HERMANITAS RD
<b>Subtotal Count: 2</b>		<b>Average Response Time for Incident Type: 01:09:08</b>				
<b>151 - Outside rubbish, trash or waste fire</b>						
2021-00016	01/18/2021	Bat31	23:41:16	23:51:00	00:09:44	1697 CALLE DE ALVAREZ
2021-00016	01/18/2021	BR31	23:41:16	23:49:59	00:08:43	1697 CALLE DE ALVAREZ
<b>Subtotal Count: 2</b>		<b>Average Response Time for Incident Type: 00:09:13</b>				
<b>311 - Medical assist, assist EMS crew</b>						
2021-00015	01/17/2021	Bat32	21:51:40	21:57:13	00:05:33	1815 LA PUENTE LN
2021-00015	01/17/2021	E31	21:51:40	21:59:20	00:07:40	1815 LA PUENTE LN
2021-00017	01/21/2021	Bat31	01:29:11	01:38:30	00:09:19	2825 TERESITA ST
2021-00017	01/21/2021	Bat32	01:29:11	01:36:39	00:07:28	2825 TERESITA ST
2021-00017	01/21/2021	E32	01:29:11	01:36:37	00:07:26	2825 TERESITA ST
<b>Subtotal Count: 5</b>		<b>Average Response Time for Incident Type: 00:07:29</b>				
<b>321 - EMS call, excluding vehicle accident with injury</b>						
2021-00005	01/09/2021	Bat31	13:09:49	13:19:44	00:09:55	210 CAPRI RD
2021-00005	01/09/2021	BR31	13:09:49	13:19:00	00:09:11	210 CAPRI RD
2021-00009	01/11/2021	Bat31	11:38:41	11:46:16	00:07:35	210 CAPRI RD
2021-00011	01/14/2021	BR31	05:54:22	06:00:00	00:05:38	2532 CALLE DE CURA
2021-00013	01/16/2021	Bat31	13:41:36	13:52:38	00:11:02	2747 CALLE DE GUADALUPE
2021-00013	01/16/2021	Bat32	13:41:36	13:49:15	00:07:39	2747 CALLE DE GUADALUPE
2021-00013	01/16/2021	BR31	13:41:36	13:48:03	00:06:27	2747 CALLE DE GUADALUPE
2021-00014	01/17/2021	Bat31	19:15:08	19:24:11	00:09:03	2116 CALLE DE ARROYO
2021-00014	01/17/2021	Bat32	19:15:08	19:21:05	00:05:57	2116 CALLE DE ARROYO
2021-00014	01/17/2021	E32	19:15:08	19:20:43	00:05:35	2116 CALLE DE ARROYO
2021-00019	01/23/2021	Bat31	08:22:59	08:52:55	00:29:56	5665 DESERT STAR RD
2021-00020	01/24/2021	Bat31	13:38:53	13:51:59	00:13:06	2011 Avenida de Mesilla
2021-00020	01/24/2021	BR31	13:38:53	13:50:53	00:12:00	2011 Avenida de Mesilla
2021-00021	01/25/2021	Bat31	13:11:35	13:17:27	00:05:52	2300 W UNION AVE
2021-00021	01/25/2021	BR31	13:11:35	13:22:04	00:10:29	2300 W UNION AVE
2021-00025	01/29/2021	Bat31	21:26:23	21:39:50	00:13:27	3075 LOS ARENALES ST
2021-00025	01/29/2021	BR31	21:26:23	21:33:39	00:07:16	3075 LOS ARENALES ST
<b>Subtotal Count: 17</b>		<b>Average Response Time for Incident Type: 00:10:00</b>				
<b>412 - Gas leak (natural gas or LPG)</b>						
2021-00026	01/29/2021	Bat31	21:45:59	22:33:39	00:47:40	1 LEBANON ARC
2021-00026	01/29/2021	BR31	21:45:59	22:08:36	00:22:37	1 LEBANON ARC
<b>Subtotal Count: 2</b>		<b>Average Response Time for Incident Type: 00:35:08</b>				

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



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<b>481 - Attempt to burn</b>						
2021-00010	01/13/2021	Bat31	11:32:42	11:43:02	00:10:20	Calle de Medanos
2021-00010	01/13/2021	BR31	11:32:42	11:54:13	00:21:31	Calle de Medanos
<b>Subtotal Count: 2</b>		<b>Average Response Time for Incident Type: 00:15:55</b>				
<b>511 - Lock-out</b>						
2021-00004	01/08/2021	Bat31	18:57:08	19:10:53	00:13:45	1983 CALLE DEL NORTE
2021-00004	01/08/2021	Bat32	18:57:08	19:09:28	00:12:20	1983 CALLE DEL NORTE
2021-00006	01/09/2021	Bat32	15:56:48	16:06:45	00:09:57	1983 CALLE DEL NORTE
2021-00006	01/09/2021	BR31	15:56:48	16:06:29	00:09:41	1983 CALLE DEL NORTE
<b>Subtotal Count: 4</b>		<b>Average Response Time for Incident Type: 00:11:25</b>				
<b>522 - Water or steam leak</b>						
2021-00002	01/02/2021	Bat31	13:16:48	13:17:05	00:00:17	2525 CALLE DE PARIAN
<b>Subtotal Count: 1</b>		<b>Average Response Time for Incident Type: 00:00:17</b>				
<b>551 - Assist police or other governmental agency</b>						
2021-00007	01/09/2021	Bat31	16:13:39	17:12:00	00:58:21	1983 CALLE DEL NORTE
<b>Subtotal Count: 1</b>		<b>Average Response Time for Incident Type: 00:58:21</b>				
<b>552 - Police matter</b>						
2021-00008	01/09/2021	Bat32	19:06:57	19:15:00	00:08:03	2410 CALLE DE SAN ALBINO
2021-00008	01/09/2021	BR31	19:06:57	19:15:00	00:08:03	2410 CALLE DE SAN ALBINO
<b>Subtotal Count: 2</b>		<b>Average Response Time for Incident Type: 00:08:03</b>				
<b>554 - Assist invalid</b>						
2021-00023	01/29/2021	Bat31	01:11:55	01:55:21	00:43:26	16105 FURNACE ST
2021-00023	01/29/2021	Bat32	01:11:55	01:50:42	00:38:47	16105 FURNACE ST
2021-00024	01/29/2021	Bat32	19:05:10	19:13:37	00:08:27	3075 LOS ARENALES ST
<b>Subtotal Count: 3</b>		<b>Average Response Time for Incident Type: 00:30:13</b>				
<b>631 - Authorized controlled burning</b>						
2021-00012	01/16/2021	Bat32	08:11:07	08:24:26	00:13:19	5000 CALLE DEL NORTE
2021-00012	01/16/2021	E32	08:11:07	08:25:52	00:14:45	5000 CALLE DEL NORTE
<b>Subtotal Count: 2</b>		<b>Average Response Time for Incident Type: 00:14:02</b>				
<b>651 - Smoke scare, odor of smoke</b>						
2021-00003	01/08/2021	Bat31	17:13:40	17:23:00	00:09:20	1553 AVENIDA DE MESILLA
2021-00003	01/08/2021	Bat32	17:13:40	17:21:30	00:07:50	1553 AVENIDA DE MESILLA
2021-00003	01/08/2021	BR31	17:13:40	17:25:17	00:11:37	1553 AVENIDA DE MESILLA
<b>Subtotal Count: 3</b>		<b>Average Response Time for Incident Type: 00:09:35</b>				
<b>Grand Total: 46</b>		<b>Average Response Time for All Incident Types: 00:15:57</b>				

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



# Mesilla Fire Department

Mesilla, NM

This report was generated on 2/3/2021 12:53:56 AM



## Events per Event Type for Date Range (Landscape)

Start Date: 01/01/2021 | End Date: 01/31/2021

EVENT TYPE	DATE	EVENT NAME	CATEGORY	LOCATION	HOURS	PARTICIPANTS
<b>Administration Shift</b>						
	01/01/2021	Creating Occupational Health Program	Administrative	Teleworking	5	Crystal Davis-Whited, Gregory Whited
	01/01/2021	Firefighter physical exam letter preparation	Administrative	Telework	3	Crystal Davis-Whited, Gregory Whited
	01/02/2021	Updating Training Reports	Administrative	Teleworking	5	Crystal Davis-Whited, Gregory Whited
	01/03/2021	Updating Training Reports	Administrative	Teleworking	8	Crystal Davis-Whited, Gregory Whited
	01/07/2021	Administrative Shift (Telework)	Administrative	Tele-Work Residence	4	Harry Evans
	01/08/2021	Administrative Shift	Administrative	Fire House 31	7.25	Harry Evans, Trevor Fietze, Ines Thunhorst
	01/09/2021	Fire Fighter I&II Class Prep	Administrative	Teleworking	1	Crystal Davis-Whited, Gregory Whited
	01/10/2021	Fire Fighter I&II Class Prep	Administrative	Teleworking	2	Crystal Davis-Whited, Gregory Whited
	01/12/2021	Administrative Shift	Administrative	Tele-Work Residence	1.25	Harry Evans
	01/13/2021	Administrative Shift (Telework)	Administrative	Tele-Work Residence	3	Harry Evans
	01/15/2021	Administrative Shift	Administrative	Tele-Work Residence	4	Harry Evans
	01/15/2021	FireFighter 1 & 2 Class Prep	Administrative	Telework	3	Crystal Davis-Whited, Gregory Whited
	01/16/2021	FireFighter 1 & 2 Class Prep	Administrative	Telework and Mesilla Elementary and Zia Middle School	1.5	Crystal Davis-Whited, Andy Embury, Gregory Whited
	01/16/2021	EMS PAT	Administrative	Station - 31	3	Trevor Fietze, Lance Shepan, Ines Thunhorst
	01/23/2021	Administration Shift	Administrative	Teleworking	2	Crystal Davis-Whited

Only LOCKED events included.



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EVENT TYPE	DATE	EVENT NAME	CATEGORY	LOCATION	HOURS	PARTICIPANTS
	01/28/2021	Administrative Shift	Administrative	Fire House 31	9	Harry Evans

**Total Hours for Administration Shift: 62**

Daily Operations Shift						
	01/01/2021	B-Shift	Shifts	Firehouse 31	13	Trevor Fietze, Nicolas Navarro, Joseph Torres
	01/02/2021	C Shift	Shifts	Firehouse 31	18	Trevor Fietze, Louis Reyna, Joseph Torres
	01/03/2021	A-Shift	Shifts	Firehouse 31	12	Sebastian Linares-Chacon, Louis Reyna, Gabriel Rodriguez
	01/04/2021	A-Shift	Shifts	Firehouse 31	2.5	Sebastian Linares-Chacon
	01/04/2021	B-Shift	Shifts	Firehouse 31	13	Trevor Fietze, Nicolas Navarro, Louis Reyna, Alexis Vallone
	01/06/2021	A-Shift	Shifts	Firehouse 31	13.5	Phillip Guzman, Sebastian Linares-Chacon, Louis Reyna, Gabriel Rodriguez, Travis Rogers
	01/07/2021	B-Shift	Shifts	Firehouse 31	22	Trevor Fietze, Sebastian Linares-Chacon, Nicolas Navarro, Gabriel Rodriguez, Austin Tucker
	01/08/2021	C Shift	Shifts	Firehouse 31	12	Trevor Fietze, Louis Reyna
	01/09/2021	A-Shift	Shifts	Firehouse 31	21	Phillip Guzman, Sebastian Linares-Chacon, Louis Reyna, Gabriel Rodriguez
	01/13/2021	B-Shift	Shifts	Firehouse 31	12	Trevor Fietze, Nicolas Navarro, Cipriano Ostos
	01/14/2021	C-Shift	Shifts	Station 31	6	Lance Shepan
	01/14/2021	C-Shift	Shifts	Firehouse 31	22	Lachlan Boyd, Trevor Fietze, Nicolas Navarro, Louis Reyna
	01/15/2021	A-shift	Shifts	Firehouse 31	16	Phillip Guzman, Louis Reyna
	01/16/2021	B-Shift	Shifts	Firehouse 31	12	Alexsandra Gaytan, Nicolas Navarro, Joseph Torres
	01/17/2021	C-Shift	Shifts	Firehouse 31	24	Nicolas Navarro, Joseph Torres
	01/17/2021	C Shift	Shifts	Firehouse 31	24	Trevor Fietze, Louis Reyna, Joseph Torres

Only LOCKED events included.



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EVENT TYPE	DATE	EVENT NAME	CATEGORY	LOCATION	HOURS	PARTICIPANTS
	01/18/2021	A-Shift	Shifts	Firehouse 31	24	Trevor Fietze, Phillip Guzman, Sebastian Linares-Chacon, Louis Reyna, Gabriel Rodriguez, Joseph Torres
	01/19/2021	B-Shift	Shifts	Firehouse 31	24	Trevor Fietze, Alexsandra Gaytan, Nicolas Navarro, Joseph Torres
	01/20/2021	C Shift	Shifts	Firehouse 31	24	Trevor Fietze, Louis Reyna, Joseph Torres
	01/22/2021	B-Shift	Shifts	Firehouse 31	12	Trevor Fietze, Nicolas Navarro
	01/24/2021	A-Shift	Shifts	Firehouse 31	14	Trevor Fietze, Louis Reyna, Gabriel Rodriguez
	01/25/2021	B-Shift	Shifts	Firehouse 31	14	Alexsandra Gaytan, Nicolas Navarro
	01/27/2021	Ashift	Work Session	Firehouse 31	18	Phillip Guzman, Humberto Manriquez, Louis Reyna, Gabriel Rodriguez, Travis Rogers
	01/28/2021	B-Shift	Shifts	Firehouse 31	37	Trevor Fietze, Humberto Manriquez, Nicolas Navarro
	01/29/2021	C-Shift	Shifts	Firehouse 31	21	Trevor Fietze, Louis Reyna, Ines Thunhorst
	01/30/2021	Ashift	Work Session	Firehouse 31	26	Phillip Guzman, Louis Reyna, Gabriel Rodriguez, Travis Rogers
	01/31/2021	B-Shift	Shifts	Firehouse 31	13	Trevor Fietze, Nicolas Navarro, Joseph Torres

**Total Hours for Daily Operations Shift: 470**

Prevention Division Shift						
	01/03/2021	Online training	Prevention Event	telework	4	Gregory Whited
	01/08/2021	Preplan assessment	Prevention Event	telework	4.5	Gregory Whited
	01/10/2021	Firefighter class	Prevention Event	FMO Classroom	6	Crystal Davis-Whited, Andy Embury, Trevor Fietze, Junshiro Molinar, Nicolas Navarro, Louis Reyna, Joseph Torres, Gregory Whited
	01/14/2021	Preplan mapping	Prevention Event	telework	10.5	Gregory Whited
	01/16/2021	Firefighter class	Prevention Event	FMO classroom	6	Crystal Davis-Whited, Trevor Fietze, Junshiro Molinar, Louis Reyna, Joseph Torres, Gregory Whited

Only LOCKED events included.

EVENT TYPE	DATE	EVENT NAME	CATEGORY	LOCATION	HOURS	PARTICIPANTS
	01/17/2021	Firefighter class	Prevention Event	FMO Classroom	6	Crystal Davis-Whited, Trevor Fietze, Junshiro Molinar, Louis Reyna, Joseph Torres, Gregory Whited
	01/18/2021	Preplan mapping	Prevention Event	telework	3	Gregory Whited
	01/19/2021	Preplan mapping	Prevention Event	telework	3	Gregory Whited
	01/23/2021	Firefighter class	Prevention Event	FMO Classroom	6	Crystal Davis-Whited, Junshiro Molinar, Louis Reyna, Gregory Whited
	01/24/2021	Firefighter class	Prevention Event	FMO Classroom	6	Crystal Davis-Whited, Louis Reyna, Gregory Whited
	01/30/2021	Firefighter class and standby	Prevention Event	FMO Classroom	30	Crystal Davis-Whited, Junshiro Molinar, Louis Reyna, Travis Rogers, Eduardo Vizcaino, Gregory Whited
	01/31/2021	Firefighter class and standby	Prevention Event	FMO Classroom	6	Crystal Davis-Whited, Junshiro Molinar, Louis Reyna, Travis Rogers, Gregory Whited

**Total Hours for Prevention Division Shift: 91**

**On Call Duty Officer**

	01/04/2021	On Call Duty Officer	On Call Duty Officer	Bat 32	15.5	
	01/06/2021	On Call Duty Officer	On Call Duty Officer	Bat 32	14.5	
	01/14/2021	On Call Duty Officer	On Call Duty Officer	Bat 32	16	
	01/28/2021	On Call Duty Officer	On Call Duty Officer		110	

**Total Hours for On Call Duty Officer: 156**

**EMS Division Shift**

	01/08/2021	B-Shift	Shifts	Station 31	3	
	01/21/2021	A-Shift	Administrative	Station 31	8	Lance Shepan
	01/27/2021	A-Shift	Shifts	Station 31	4	
	01/29/2021	C-Shift	Shifts	Station 31	5.75	

**Total Hours for EMS Division Shift: 20.75**

Only LOCKED events included.

# Mesilla Fire Department

Mesilla, NM

This report was generated on 2/3/2021 12:34:25 AM



## Total Hours by Volunteers for January, 2021

Pay Grades: All Pay Grades | Start Date: 01/01/2021 | End Date: 01/31/2021

PERSONNEL	INCIDENT TIME	TRAINING TIME	EVENT TIME	TOTAL TIME
Boyd, Lachlan James	0:21	4:00	10:00	14:21
Caro, Ariel M	0:00	6:00	0:00	6:00
Davis-Whited, Crystal L	1:59	65:00	102:30	169:29
Embury, Andy G.	4:40	5:00	13:30	23:10
Evans, Harry A	0:49	9:30	28:15	38:34
Frietze, Trevor R	12:09	35:00	177:00	224:09
Garcia, Gilbert M	0:30	0:00	0:00	0:30
Gaytan, Alexandra Melina	0:00	3:00	31:00	34:00
Guzman, Phillip B	1:15	8:00	93:00	102:15
Klebansky, George A	11:04	10:00	0:00	21:04
Linares-Chacon, Sebastian	0:34	2:00	47:30	50:04
Lucero, Jojo	0:00	5:00	0:00	5:00
Manriquez, Humberto	0:00	0:00	14:00	14:00
Martinez, Mateo L	0:00	2:00	0:00	2:00
Molinar, Junshiro Lazos	1:07	48:00	66:00	115:07
Navarro, Nicolas A	1:09	27:30	161:00	189:39
Ostos, Cipriano J	0:25	1:00	10:00	11:25
Reyna, Louis Nathen	9:01	63:00	262:30	334:31
Rodriguez, Gabriel	4:04	9:00	92:00	105:04
Rogers, Travis Adam	0:00	14:00	66:00	80:00
Rossman, Tabitha A	0:00	6:00	0:00	6:00
Sanchez, Xavier	0:00	8:00	0:00	8:00
Shepan, Lance A.	0:00	6:00	18:00	24:00
Thunhorst, Ines C	0:00	4:00	13:30	17:30
Torres, Joseph J	1:52	21:00	188:00	210:52
Tucker, Austin J	0:00	2:00	10:00	12:00
Vallone, Alexis M	0:00	6:00	5:00	11:00
Vizcaino, Eduardo J	0:00	6:00	30:00	36:00
Whited, Gregory E	1:59	73:00	122:30	197:29
			<b>TOTAL</b>	<b>2063:13:00</b>

# Mesilla Fire Department

Mesilla, NM

This report was generated on 2/3/2021 12:32:41 AM



## Count of Classes by Personnel by Class Category

Passed/Failed: Both Passed and Failed | Personnel: All Personnel | Start Date: 01/01/2021 | End Date: 01/31/2021

### Boyd, Lachlan James

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	2	4:00
<b>Total for Boyd, Lachlan James</b>	<b>2</b>	<b>4:00</b>

### Caro, Ariel M

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	2	4:30
I.S.O. Driver and Operator Training	1	1:30
<b>Total for Caro, Ariel M</b>	<b>3</b>	<b>6:00</b>

### Casanova, Kayla

Class Category	Class Count	Total Class Hours
EMS Training	1	2:00
<b>Total for Casanova, Kayla</b>	<b>1</b>	<b>2:00</b>

### Chavirez, Ruby

Class Category	Class Count	Total Class Hours
EMS Training	1	2:00
<b>Total for Chavirez, Ruby</b>	<b>1</b>	<b>2:00</b>

### Davis-Whited, Crystal L

Class Category	Class Count	Total Class Hours
EMS Training	1	2:00
I.S.O. Company Training	12	60:30
I.S.O. Driver and Operator Training	1	1:30
I.S.O. Officer Training	1	1:00
<b>Total for Davis-Whited, Crystal L</b>	<b>15</b>	<b>65:00</b>

### Embury, Andy G.

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	2	3:30
I.S.O. Driver and Operator Training	1	1:30
<b>Total for Embury, Andy G.</b>	<b>3</b>	<b>5:00</b>

### Evans, Harry A

Class Category	Class Count	Total Class Hours
EMS Training	1	2:00
I.S.O. Company Training	2	3:30
I.S.O. Driver and Operator Training	1	1:30
I.S.O. Hazardous Materials	1	1:30
I.S.O. Officer Training	1	1:00

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<b>Total for Evans, Harry A</b>	<b>6</b>	<b>9:30</b>
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**Frietze, Trevor R**

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	10	33:30
I.S.O. Driver and Operator Training	1	1:30
<b>Total for Frietze, Trevor R</b>	<b>11</b>	<b>35:00</b>

**Gaytan, Alexandra Melina**

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	2	3:00
<b>Total for Gaytan, Alexandra Melina</b>	<b>2</b>	<b>3:00</b>

**Guzman, Phillip B**

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	3	6:30
I.S.O. Driver and Operator Training	1	1:30
<b>Total for Guzman, Phillip B</b>	<b>4</b>	<b>8:00</b>

**Hoban, Kevin M**

Class Category	Class Count	Total Class Hours
EMS Training	1	2:00
I.S.O. Company Training	3	6:30
I.S.O. Driver and Operator Training	1	1:30
<b>Total for Hoban, Kevin M</b>	<b>5</b>	<b>10:00</b>

**Klebansky, George A**

Class Category	Class Count	Total Class Hours
EMS Training	1	2:00
I.S.O. Company Training	3	6:30
I.S.O. Driver and Operator Training	1	1:30
<b>Total for Klebansky, George A</b>	<b>5</b>	<b>10:00</b>

**Linares-Chacon, Sebastian**

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	1	2:00
<b>Total for Linares-Chacon, Sebastian</b>	<b>1</b>	<b>2:00</b>

**Lucero, Jojo**

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	2	3:30
I.S.O. Driver and Operator Training	1	1:30
<b>Total for Lucero, Jojo</b>	<b>3</b>	<b>5:00</b>

**Martinez, Mateo L**

Class Category	Class Count	Total Class Hours
EMS Training	1	2:00
<b>Total for Martinez, Mateo L</b>	<b>1</b>	<b>2:00</b>

**Molinar, Junshiro Lazos**

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Class Category	Class Count	Total Class Hours
I.S.O. Company Training	9	46:30
I.S.O. Driver and Operator Training	1	1:30
<b>Total for Molinar, Junshiro Lazos</b>	<b>10</b>	<b>48:00</b>

**Navarro, Nicolas A**

Class Category	Class Count	Total Class Hours
EMS Training	2	3:00
I.S.O. Company Training	14	22:00
I.S.O. Driver and Operator Training	2	2:30
<b>Total for Navarro, Nicolas A</b>	<b>18</b>	<b>27:30</b>

**Ostos, Cipriano J**

Class Category	Class Count	Total Class Hours
EMS Training	1	1:00
<b>Total for Ostos, Cipriano J</b>	<b>1</b>	<b>1:00</b>

**Reyna, Louis Nathen**

Class Category	Class Count	Total Class Hours
EMS Training	1	2:00
I.S.O. Company Training	14	61:30
I.S.O. Driver and Operator Training	1	1:30
<b>Total for Reyna, Louis Nathen</b>	<b>16</b>	<b>65:00</b>

**Rodriguez, Gabriel**

Class Category	Class Count	Total Class Hours
EMS Training	1	2:00
I.S.O. Company Training	3	6:00
I.S.O. Driver and Operator Training	1	1:00
<b>Total for Rodriguez, Gabriel</b>	<b>5</b>	<b>9:00</b>

**Rogers, Travis Adam**

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	3	14:00
<b>Total for Rogers, Travis Adam</b>	<b>3</b>	<b>14:00</b>

**Rossman, Tabitha A**

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	2	4:30
I.S.O. Driver and Operator Training	1	1:30
<b>Total for Rossman, Tabitha A</b>	<b>3</b>	<b>6:00</b>

**Sanchez, Xavier**

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	3	6:30
I.S.O. Driver and Operator Training	1	1:30
<b>Total for Sanchez, Xavier</b>	<b>4</b>	<b>8:00</b>

**Shepan, Lance A.**

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Class Category	Class Count	Total Class Hours
I.S.O. Company Training	2	4:30
I.S.O. Driver and Operator Training	1	1:30
<b>Total for Shepan, Lance A.</b>	<b>3</b>	<b>6:00</b>

#### Thunhorst, Ines C

Class Category	Class Count	Total Class Hours
EMS Training	1	2:00
I.S.O. Company Training	1	2:00
<b>Total for Thunhorst, Ines C</b>	<b>2</b>	<b>4:00</b>

#### Torres, Joseph J

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	7	21:00
<b>Total for Torres, Joseph J</b>	<b>7</b>	<b>21:00</b>

#### Tucker, Austin J

Class Category	Class Count	Total Class Hours
EMS Training	1	2:00
<b>Total for Tucker, Austin J</b>	<b>1</b>	<b>2:00</b>

#### Vallone, Alexis M

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	2	4:30
I.S.O. Driver and Operator Training	1	1:30
<b>Total for Vallone, Alexis M</b>	<b>3</b>	<b>6:00</b>

#### Vizcaino, Eduardo J

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	1	6:00
<b>Total for Vizcaino, Eduardo J</b>	<b>1</b>	<b>6:00</b>

#### Whited, Gregory E

Class Category	Class Count	Total Class Hours
EMS Training	1	2:00
I.S.O. Company Training	12	60:30
I.S.O. Driver and Operator Training	1	1:30
I.S.O. Fire Prevention	2	8:00
I.S.O. Officer Training	1	1:00
<b>Total for Whited, Gregory E</b>	<b>17</b>	<b>73:00</b>

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# TOWN OF MESILLA

Public Works Department  
P.O. Box 10, Mesilla, New Mexico 88046  
Office: (575) 524-3262  
Fax: (575) 541-6327

## MEMORANDUM

Date: February 2, 2021

TO: Mayor Barraza, Board of Trustees and Cynthia Stoechner-Hernandez

FROM: Rodney J. McGillivray, Public Works Director 

RE: **Public Works Division Activity Report – January 2021**

### **On-going maintenance, custodial and operations:**

Meter reading continues  
On-call/standby for emergency repairs or assistance  
Grounds maintenance on-going  
Monthly water sampling and reporting is up-to-date  
New water services and water shut-offs (ownership change/nonpayment)  
Monitoring of lift stations and review of reporting  
Monitoring of water tank, wells, and pumps  
Custodial responsibilities on-going  
Valve exercise program continues  
Utility location services  
Vehicle maintenance on-going  
Continued Covid-19 Disinfecting/Cleaning

### **Miscellaneous items/work orders/accomplishments:**

Performed disinfectant fog sanitization at Town Hall and Community Center  
Emergency sewer repairs for TOM connection at 2409 Calle del Norte  
Replaced broken registers  
Replaced kitchen sink faucet at PSB  
Repaired leak at spigot Santiago and Picacho  
Performed grading at Community Center Park  
Relocated one meter box where fence was removed on Snow Road  
Replaced stolen ristras at Plaza

Replaced damaged street sign at Calle del Norte and Picacho  
Added landscape rock to area along HWY28 in front of Town Hall  
Performed pothole repairs to Calle del Oeste  
Performed street sweeping at most streets on west side of Mesilla lateral  
Cleaned trail (used street sweeper)  
Preventative maintenance performed on Ranger (1)  
Replaced tires on Ranger (1)  
Detailed vehicles (65, 67 and 68)  
Installed new chemical pump at lift station  
JCH picked up inoperable grinder pump for overhaul  
Added landscape rock behind Town Hall patio

**Project update:**

**Parian Capital Outlay** – Project is considered complete. Change order for additional pavement replacement has been processed and is scheduled for early February.

**LGRF (2020-2021)** – Received agreement. Engineering negotiations underway.

**La Llorona Extension multi-use path** – Project is complete. Final close-out documents and change orders reviewed by NMDOT and being processed.

**Calle del Norte Trail Phase II** – Project design is underway. The Town of Mesilla and EBID agreement MOU is being reviewed by legal counsel. Approval from EBID pending.

**Plaza Lighting Replacement** – Project is considered 95% complete. Change order No. 1 for additional lighting improvements has been issued. Materials procurement is underway.

**LGRF (2021-2022)** – Assembling information for submission of application due March 15, 2021.