



THE BOARD OF TRUSTEES AND THE PLANNING, ZONING, AND HISTORICAL APPROPRIATENESS COMMISSION OF THE TOWN OF MESILLA WILL HOLD A JOINT WORK SESSION ON MONDAY, SEPTEMBER 13, 2021, AT 4:00 P.M., AT THE MESILLA TOWN HALL, 2231 AVENIDA DE MESILLA. **\*\*FOR THE HEALTH & SAFETY OF ALL PUBLIC, MASKS ARE REQUIRED TO ENTER\*\***

1. Roundtable discussion regarding the new cannabis law (House Bill 2).

THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA WILL HOLD A REGULAR MEETING ON MONDAY, SEPTEMBER 13, 2021, AT 6:00 P.M., AT THE MESILLA TOWN HALL, 2231 AVENIDA DE MESILLA. **\*\*FOR THE HEALTH & SAFETY OF ALL PUBLIC, MASKS ARE REQUIRED TO ENTER\*\***

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. **Space is limited and may require persons giving public input IN PERSON to rotate if capacity of the room is exceeded.**
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 August 19, 2021.
  - b) \*BOT MINUTES – BOT minutes of a Work Session and Regular Meeting August 23, 2021.
  - c) \*PZHAC Case #061261 – 2571 Calle de Guadalupe, submitted by Jane Mercer and Jeff McBride for the installation of new windows, security bars, repair, and paint exterior doors. **Zoned: Historical Commercial (HC).**
  - d) \*PZHAC Case #061262 – 1705 Tierra de Mesilla, submitted by Casa Blanka Imports for a sign permit on a stucco wall. **Zoned: General Commercial (C).**
  - e) \*PZHAC Case #061263 – 1705 Tierra de Mesilla, submitted by Casa Blanka Imports for a sign permit for a gate sign. **Zoned: General Commercial (C).**
  - f) \*PZHAC Case #061264 – 2645 Calle del Sur, submitted by Ralph Lucero for the installation of a 14x20 prefabricated storage shed in the back yard. **Zoned: Historic Residential (HR).**
  - g) \*PZHAC Case #061269 – 1799 Avenida de Mesilla, submitted by Mesilla Legal Center for two signs at this address. **Zoned: Commercial (C).**
6. A PUBLIC HEARING: Ordinance 2021-01 revising Chapters 18.35 Historic Residential Zone and 18.60.180 Area Requirements Deemed Met. **A copy of this draft can be found on our website.**
7. NEW BUSINESS:
  - a) **For Approval:** Ordinance 2021-01: Revising Chapters 18.35 Historic Residential Zone and 18.60.180 Area Requirements Deemed Met.
  - b) **For Approval:** an agreement between the Town of Mesilla and Department of Finance and Administration for capital outlay for Mesilla Plaza sidewalk improvements in the amount of \$117,000.

- c) **For Approval:** an agreement between the Town of Mesilla and the Department of Finance and Administration for capital outlay for the purchase of vehicles for the Marshal's Department in the amount of \$75,000.
  - d) **Resolution 2021-24:** A resolution authorizing participation in the FY 22 Transportation Project Fund Match Waiver program for the redevelopment of Calle de Picacho.
  - e) **Resolution 2021-25:** A Resolution by the Board of Trustees placing an additional three-month moratorium on the expansions of non-conforming lots. **\*\*If board decides not to recommend approval on Ordinance 2021-01\*\***
8. **\*STAFF REPORTS:**  
 Community Development  
 Community Programs  
 Finance Department  
 Fire Department  
 Marshal Department  
 Public Works Department
9. **BOARD OF TRUSTEE COMMITTEE REPORTS**
10. **BOARD OF TRUSTEE/STAFF COMMENTS**
11. **ADJOURNMENT**

**NOTICE:**

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

Posted 9/10/2021 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.

Pat Taylor  
Mesilla, NM  
August 27, 2021

Mayor Barraza  
Board of Trustees  
Planning, Zoning and Historical Appropriateness Commissioners  
Town of Mesilla

I hadn't caught this before but I wanted to bring it up since it has been pointed out to me. "Section 18.35.060 Development Standards, 1.5 Walls and fences with adobe, brick, stucco, slump block, stone, wood and wrought iron fencing is permitted. Unstuccoed concrete barbed wire, chain link, metal wire, or similar materials are prohibited."

Mesilla has had a long history of the **ornamental wire loop fencing**. It has a variety of similar names like twisted wire loop and braided wire loop but are one and the same. Growing up I remember quite a few of these fences in Mesilla. Unfortunately they are dwindling as people replace their fencing or upgrade them. There are still a few remaining historic wire loop fences in Mesilla. This wire loop fencing is also used as a gate which some examples exist as well in Mesilla. Years ago when my family was cleaning out some of our store rooms we came across one of these wire loop gates that had been in the old Reynolds store that Perla Alidib had, brand new (kinda) and right off the shelf. They were common place in Mesilla prior to the chain link fencing of the 50s and 60s. Disallowing the **ornamental wire loop fencing** is contrary to what our ordinances and Yguado Plan has written. I even used some of that fencing on a rose garden that I put up at my folk's property because it was historic to Mesilla and because of its attractiveness.

I would recommend modifying that section to allow the wire loop fencing and to include clearer language prohibiting other types of metal wire fencing. I've attached a few photos to be clear of the type of ornamental wire loop fencing that I'm referring to.

To bring up a couple of points that were brought up during the last public input on the HR revisions. I had brought up what other members of the public had mentioned that a preservation professional be retained to assist in the review of the ordinance. Also the need to allow the continued use of zero lot lines so that our historic zone isn't filled in by contemporary setbacks normally found in modern subdivisions along with requiring right of entry for maintenance of yard walls which could force some residents to not be able to have yard walls because of neighbors unwillingness to sign.

Attached are photos of the mentioned **ornamental wire loop fencing**.

Sincerely,  
Pat Taylor  
Mesilla, NM





22232



**BOARD OF TRUSTEES AND THE PLANNING, ZONING, AND HISTORICAL  
APPROPRIATENESS COMMISSION  
JOINT WORK SESSION**

**AUGUST 19, 2021**

**4:00 P.M.**

**IN PERSON AT THE MESILLA TOWN HALL, 2231 AVENIDA DE MESILLA (SPACE IS  
LIMITED)**

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

**PZHAC:** Yolanda Lucero, Chairperson  
Gerald Nevarez, Commissioner  
Davie Salas, Commissioner

**STAFF:** Cynthia Stoechner-Hernandez, Town Clerk/Treasurer  
Gloria Maya, Recorder

**1. Discussion on Historic Residential (HR) Ordinance Changes. – Board of Trustees & Planning,  
Zoning and Historical Appropriateness Commission.**

Ms. Stoechner-Hernandez reviewed the proposed changes for:

- Definitions updated from the IBC
- Guidance from the board
- 18.35.030; 18.35.040
- Consistency
- Use of “or” and “and”
- Recommended leaving “or”
- Density requirements
- Change to chapter 18.060 that would make something “non-conforming” - “conforming”

Commissioner Nevarez:

- Concerned with “non-conforming”

Mayor Pro Tem Johnson-Burick:

- Concerned with “non-conforming” and “conforming”

Mayor Barraza:

- Asked if the word “and” should be there
- Break into 2 sections
- 18.35.060: definition for structure and dwelling

1 Mayor Pro Tem Johnson-Burick:  
2 - Based on how much land would need to meet the density requirement  
3 - Agrees with having consistency in language used  
4 - Change accessory building to accessory structure  
5  
6 Ms. Stoechner-Hernandez:  
7 - Number of structures per lot requirements still need to be met  
8 - Site plan would be needed demonstrating the open space requirement and the number of  
9 structures on the lot.  
10 - 40% open space  
11  
12 Mayor Barraza:  
13 - 40% open space requirement  
14 - Referenced 06/08/2020 date for when the prior change was made to the HR ordinance  
15 - Parking lot affects the 40% open space  
16 - Set back requirements still need to be met for all structures  
17  
18 Commissioner Nevarez:  
19 - Referencing rear yard for accessory structures  
20  
21 Ms. Stoechner-Hernandez:  
22 - Cannot take up more than 50% of the area in the back yard – canopies, etc.  
23  
24 Mayor Pro Tem Johnson-Burick:  
25 - Used her property as an example  
26 - Small lot will have an issue meeting the 40% requirements  
27  
28 Ms. Stoechner-Hernandez:  
29 - Applicant must prove the 40% open space on a site plan  
30  
31 Chairperson Lucero:  
32 - Asked if it could be 4 dwellings and 1 structure  
33  
34 Ms. Stoechner-Hernandez:  
35 - Still must meet the 40% open space  
36  
37 Mayor Barraza:  
38 - Meet the density requirement  
39  
40 Mayor Pro Tem Johnson-Burick:  
41 - Size of dwelling  
42 - Penalized for not meeting 40% open space  
43 - Older homes should be okay  
44  
45 Chairperson Lucero:  
46 - Needs to go through PZHAC for this  
47  
48 Commissioner Salas:  
49 - Variance is possible due to hardship  
50  
51

1 Mayor Barraza:  
2 - Setbacks must be met  
3 - Limit number of accessory structures  
4

5 Commissioner Nevarez:  
6 - Up to 5 allows discretion  
7

8 Mayor Pro Tem Johnson-Burick:  
9 - Provide other avenues such as a variance  
10

11 Ms. Stoechner-Hernandez:  
12 - Removal of 18.35.060 D. #2  
13 - Changing the numbering  
14 - Reviewed permittable and prohibited fencing materials  
15 - Barbed wire will be prohibited  
16

17 Commissioner Nevarez:  
18 - Concerned with what is allowed for the front of the property  
19 - Corrugated material use  
20

21 Mayor Pro Tem Johnson-Burick:  
22 - Visibility from the road  
23

24 Ms. Stoechner-Hernandez:  
25 - Some material is allowed on the sides of the property such as corrugated metal – we have allowed  
26 it in the sides and rear yards, just not the front.  
27 - RV's: length of time, utilities, sanitation accessibility  
28

29 Commissioner Nevarez:  
30 - RV's could be considered living quarters  
31 - Monitoring of length of time and use  
32

33 Ms. Stoechner-Hernandez:  
34 - Codes is responsible for monitoring  
35

36 Trustee Garcia:  
37 - No temporary permits allowed  
38

39 **2. Discussion on Chapter 18.60 GENERAL PROVISIONS, CONDITIONS AND EXCEPTIONS**  
40 **Ordinance Changes. – Board of Trustees & Planning, Zoning and Historical**  
41 **Appropriateness Commission.**

42 Ms. Stoechner-Hernandez:  
43 - Use of specific dates March 14, 1972 was the date the code was codified.  
44 - Non-conforming issues would apply to all zones  
45 - Read correspondence from Mr. Pat Taylor  
46

47 Commissioner Nevarez asked for the timeline to approve ordinance.  
48

49 Mayor Barraza responded and asked Cynthia to give the timeline.  
50

51 Ms. Stoechner-Hernandez stated Public Input will be held at the August 23<sup>rd</sup> meeting; a Public Hearing and



1 approval will be scheduled for the September 13<sup>th</sup> meeting.  
2  
3 Mayor Barraza asked how this will affect the moratorium which is scheduled to expire on August 30<sup>th</sup>.  
4  
5 Ms. Stohner-Hernandez responded applications will continue to go through the Architecture Style  
6 Committee and non-conforming will continue to go through PZHAC.  
7  
8  
9 **WORKSESSION ADJOURNED AT 5:15 P.M.**

Draft



# Town of Mesilla, New Mexico

**BOARD OF TRUSTEES  
TOWN OF MESILLA  
REGULAR MEETING  
MONDAY, AUGUST 23, 2021  
6:00 P.M.**

**\*\*FOR THE HEALTH & SAFETY OF ALL PUBLIC, MASKS ARE REQUIRED TO ENTER\*\***

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

**STAFF:** Cynthia Stoechner-Hernandez, Town Clerk/Treasurer  
Kevin Hoban, Fire Chief  
Ben Azcarate, Lieutenant  
Rod McGillivray, Public Works Director  
Gloria Maya, Recorder

**PUBLIC:** Pat Taylor  
Trina Witter  
Cecilia Vigil  
Eric Walkinshaw  
Ralph L. Geck  
Jeanne  
Lori Miller

Jim Ratje  
Eric Liefeld  
Susan Krueger  
Steven Cadena  
Jamie Cook  
Dolores Lara  
Micaela L Cadena

## 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 Johnson-Burick, Trustee Arzabal, Trustee Caro, Trustee Garcia

## 3. CHANGES TO THE AGENDA & APPROVAL

Mayor Barraza removed items 5 and 6 from the agenda.

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

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

Mayor Pro Tem Johnson-Burick Yes

Trustee Arzabal Yes

1 Trustee Caro Yes  
2 Trustee Garcia Yes

3 **4. PUBLIC INPUT – The public is invited to address the Board for up to 3 minutes.**  
4 **Space is limited and may require persons giving public input IN PERSON to rotate if capacity of the**  
5 **room is exceeded.**

6 Mr. Cadena read a letter.

7 Ms. Lara acknowledged the work done on the ordinances by Mr. Alvillar and former Mayor Cadena.  
8 This was brought forth during COVID when people were not attending meetings. She feels there  
9 should be professional input.

10 Mr. Taylor stated there is a need for a professional to work on the ordinance. They need to look at the  
11 big picture. The 1979 survey is outdated. Proposed changes are radical.

12 Ms. Krueger referred to 18.18.4500, fence is over allowed height per code due to the addition of dirt.  
13 Also, the shaded area will be subject to parking.

14  
15 **5. CLOSED SESSION – pursuant to NMSA 1978 Chapter 10-15-1(H)(2): discussion limited to**  
16 **personnel matters in the Community Development Department. – Board of Trustees *Removed***  
17 ***from agenda***

18  
19 **6. ACTION ON ITEMS FROM CLOSED SESSION – the board may act on items discussed in**  
20 **closed session limited to personnel matters in the Community Development Department pursuant to**  
21 **NMSA 1978 Chapter 10-15-1(H)(2). – Board of Trustees. *Removed from agenda***

22  
23 **7. APPROVAL OF CONSENT AGENDA: (The Board will be asked to approve by one motion the**  
24 **following items of recurring or routine business. The Consent Agenda is marked with an asterisk \*)**

25 **Motion: To approve consent agenda, Moved by Trustee Arzabal, Seconded by Trustee Garcia.**

26  
27 **Roll Call Vote:** Motion passed (summary: Yes =4).

28 Mayor Pro Tem Johnson-Burick Yes

29 Trustee Arzabal Yes

30 Trustee Caro Yes

31 Trustee Garcia Yes

32 **a) \*BOT MINUTES – BOT minutes of a Joint-Work Session June 25th, 2021. *Approved by consent***  
33 ***agenda***

34 **b) \*BOT MINUTES – BOT minutes of a Joint-Work Session and Regular Meeting August 9th, 2021.**  
35 ***Approved by consent agenda***

36  
37  
38 **8. PUBLIC INPUT ON ORDINANCE REVISIONS: being considered for Chapters 18.35 Historic**  
39 **Residential Zone and 18.60.180 Area Requirements Deemed Met. **A copy of this draft can be found on****  
40 ***our website.***

41 Mr. Liefeld stated he has concerns and this ordinance is not ready to become law. The trustees and  
42 commissioners have expressed regret for recent votes. Addressed transparency, population density,  
43 open space requirements, right of entry, yards, and flood control. He feels this should not have been  
44 brought forward during COVID.

45 Ms. Krueger stated feels the ordinances are capricious. The town attorney should be present, so the  
46 trustees stay in compliance with the law. Many times, it looks like the trustees are wearing ear plugs.  
47 They need to consider what their constituents want; we pay your salary.

1 Mr. Taylor stated he agrees we are putting restrictions and that this should not have come forward  
2 during COVID. This should have involved everyone. Addressed the need for professional insight  
3 regarding zero lot lines, restrictions, property rights.

4 Ms. Witter stated there was not enough input since people did not attend due to COVID. Addressed  
5 the need for explanations, meetings held during working hours. She recommended getting help from  
6 professionals.

7 Mr. Walkinshaw asked what is done with the 7 ft. requirement setback and would the setback be all  
8 around the property.

9 Mr. Geck stated the Board of Trustees are not listening or doing right for the residents. People with  
10 money get what they want. His neighborhood is no longer Historic Residential.

11 Ms. M Lara stated we need to put Mesilla first. Mesilla has always been a leader. The Board of  
12 Trustees were making changes during the COVID pandemic. Development rights are being taken  
13 away. She asked the trustees to slow down.

14

15 **9. FOR APPOINTMENT:**

16 a) Two members to serve on the Planning, Zoning and Historical Appropriateness Commission for  
17 two years. – **Mayor Nora L. Barraza.**

18 Mayor Barraza recommended Mr. Eric Walkinshaw and Mr. Daniel Jones to serve on the Planning, Zoning  
19 and Historical Appropriateness Commission for two years.

20

21 **Motion: To approve appointments for the Planning, Zoning and Historical Appropriateness**  
22 **Commission, Moved by Trustee Arzabal, Seconded by Mayor Pro Tem Johnson-Burick.**

23

24 Trustee Garcia asked who was on the committee.

25

26 Mayor Barraza responded Commissioner Nevarez, Commissioner Lucero, Ms. Stoechner-Hernandez, and  
27 herself.

28

29 Trustee Caro stated he feels the trustees should have been included and allowed some input as that was what  
30 was done in the past.

31

32 Mayor Barraza stated she doesn't recall all the trustees being on a committee since there cannot be a quorum  
33 during interviews.

34

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

36 Mayor Pro Tem Johnson-Burick Yes

37 Trustee Arzabal Yes

38 Trustee Caro Yes

39 Trustee Garcia Yes

40

41 b) One member to serve on the Board of Adjustments for one year. – **Mayor Nora L. Barraza.**

42 Mayor Barraza recommended Ms. Page Coleman to serve on the Board of Adjustments for one year.

43

44 **Motion: To approve appointment for the Board of Adjustments, Moved by Trustee Arzabal, Seconded**  
45 **by Mayor Pro Tem Johnson-Burick.**

46

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

48 Mayor Pro Tem Johnson-Burick Yes

49 Trustee Arzabal Yes

1 Trustee Caro Yes  
2 Trustee Garcia Yes

3

4 **10. NEW BUSINESS**

5 a) **Resolution 2021-22:** a resolution authorizing the assignment of authorized officers and agents  
6 for an agreement with the NM State Environment Department SAP 21-E2322-STB for a  
7 SCADA system. – **Rod McGillivray, Public Works Director.**

8 Mr. McGillivray reviewed Resolution 2021-22.

9

10 **Motion: To approve Resolution 2021-22: a resolution authorizing the assignment of authorized officers**  
11 **and agents for an agreement with the NM State Environment Department SAP 21-E2322-STB for a**  
12 **SCADA system, Moved by Trustee Arzabal, Seconded by Trustee Garcia.**

13

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

15 Mayor Pro Tem Johnson-Burick Yes

16 Trustee Arzabal Yes

17 Trustee Caro Yes

18 Trustee Garcia Yes

19

20 b) **Resolution 2021-23:** a resolution adopting the FY 2023-2027 Infrastructure Capital  
21 Improvements Plan (ICIP). – **Rod McGillivray, Public Works Director.**

22 Mr. McGillivray reviewed the ICIP top seven.

23

24 Mayor Barraza stated feedback was received from Department Heads.

25

26 Trustee Garcia stated she feels item 2 should be item 1.

27

28 Mayor Barraza responded we are not in dire need of a well at this time.

29

30 Trustee Garcia recommended inviting the legislators to a presentation before going to Santa Fe.

31

32 Mayor Barraza stated legislators have asked municipalities to coordinate their meetings since it is difficult for  
33 them to attend the all the different meetings. She asked SCCOG to coordinate such a meeting last year and  
34 only Representative Lara attended. By the time the legislators get to Santa Fe they already know what is in the  
35 packets.

36

37 Mr. McGillivray stated once the ICIP is submitted the next step is to meet with the legislators as we have done  
38 in the past.

39

40 **Motion: To approve Resolution 2021-23: a resolution adopting the FY 2023-2027 Infrastructure Capital**  
41 **Improvements Plan (ICIP), Moved by Mayor Pro Tem Johnson-Burick, Seconded by Trustee Arzabal.**

42

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

44 Mayor Pro Tem Johnson-Burick Yes

45 Trustee Arzabal Yes

46 Trustee Caro Yes

47 Trustee Garcia Yes

48

49 **11. BOARD OF TRUSTEE COMMITTEE REPORTS**

50 Mayor Pro Tem Johnson-Burick gave an update of the MPO meeting.

51

52 Trustee Arzabal: CEO meeting on September 14<sup>th</sup>

53

1 Mayor Barraza: RTD meeting on Wednesday.  
2  
3

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

5 Trustee Garica stated this ordinance has been worked on for two years now; worksessions and meetings have  
6 been held to work on the ordinance. The residents say we do not hear or listen to them, but we do. She takes  
7 offense at the comment regarding money. Feels the residents should get a response from the trustees, but they  
8 don't wait to hear us out.  
9

10 Mayor Barraza stated tonight was Public Input; a Public Hearing, which is required by law, will be held in two  
11 weeks.  
12

13 Trustee Arzabal stated a committee was created to work on the ordinance. He also finds the comment  
14 regarding money very offensive.  
15

16 Trustee Caro stated the residents brought forth some good points. Thinks maybe we should have a  
17 professional look at the ordinance to pacify everyone.  
18

19 Mayor Pro Tem Johnson-Burick stated she feels the same frustration as the other trustees and agrees with the  
20 residents' concerns. This ordinance was brought back to avoid encountering the same issues we had with Mr.  
21 Geck's concerns. She also takes offense with some of the comments made tonight. During the worksession  
22 she brought up her home as an example. She is not looking to benefit herself.  
23

24 Mayor Barraza stated things needed to continue moving forward even during COVID. Residents do not attend  
25 the work sessions or meetings. She is always getting complaints. There are 2,200+ opinions in the town; we  
26 cannot please everyone. We have neighbors fighting regarding all kinds of issues. We are trying to address  
27 concerns coming forth to the best of our ability. She takes offense when they say we do not listen to the  
28 residents' concerns when we do listen. Also, feels there is a conflict of interest between SHPO and Mr. Taylor  
29 since he works with SHPO on their property. Ms. Stoechner-Hernandez can research available companies to do  
30 an analysis, but we are looking at around \$50,000 and up. Regarding transparency; we have been nothing but  
31 transparent. Ordinances provide guidance to the commissioners and trustees. It would be difficult to have an  
32 attorney present at all the meetings; would cost money. She is concerned when a trustee says to the public that  
33 we are rushing into this when we have worked on this for two years holding several worksessions and  
34 meetings. Candidacy filing day is Tuesday for two trustees and one judge. All calls regarding codes will be  
35 sent to the Marshal's Department as they are dealing with codes.  
36

37 **13. ADJOURNMENT**

38 **The Town of Mesilla Trustees unanimously agreed to adjourn the meeting. (Summary: Yes-4).**  
39

40 **MEETING ADJOURNED AT 7:25 P.M.**  
41

42 **APPROVED THIS 13th DAY OF SEPTEMBER, 2021.**  
43  
44  
45

46 \_\_\_\_\_  
47 **Nora L. Barraza**  
48 **Mayor**  
49

50 **ATTEST:**  
51

52 \_\_\_\_\_  
53 **Cynthia Stoechner-Hernandez**  
54 **Town Clerk/Treasurer**

**AGENDA DATE:**

PZHAC: September 7, 2021      BOT: September 13, 2021

**ITEM:**

- a) PZHAC Case #061261 – 2571 Calle de Guadalupe, submitted by Jane Mercer and Jeff McBride for the installation of new windows, security bars, repair, and paint exterior doors. Zoned: Historical Residential (HR).

**BACKGROUND AND ANALYSIS:**

This case was reviewed by Architectural Styles Committee (ASC) on August 26, 2021. This case was submitted in May and reviewed by ASC in June. It had been on hold due to a question as to whether State Historic Preservation Office (SHPO) could review it for historical appropriateness. SHPO responded that it is up to the Town to uphold such ordinances and reviews as privately funding and privately owned properties fall under local government jurisdiction. With Mr. Shannon leaving, this case fell to the wayside until the applicant reached out for a status report. The house is known as the “Medina House” and is historically significant as a structure that is architecturally outstanding or exceptionally important in the history of the community (MTC 18.33). According to records, the structure was originally built in 1925, but significant improvements were done in 1995.

The property is located within the Historic Residential Zone (MTC 18.35). McMercer LLC proposes to replace exterior windows and doors of the property that front onto Calle de Guadalupe. The owners propose to do repairs in phases. This is the first phase for approval. They propose to repair and repaint the exterior doors, install iron security on the windows and install new windows. The windows will be replaced like for like – double hung windows without grills. They would have to upgrade to aluminum wood clad instead of vinyl and the trim will be painted the same color as the doors with distress. The color of the proposed doors and window trim is an approved color for trim used in the Historic Zone and would enhance the appearance of the structure.

**IMPACT:**

Staff recommends the Planning, Zoning and Historical Appropriateness Commission (PZHAC) approve the application subject to the following findings:

- The PZHAC has jurisdiction to recommend approval of the applicant’s request for approval of this request to the BOT.
- The applicant has the authority to make an application request to the PZHAC and BOT.
- Due process was provided to the applicant.

Specific findings of fact:

- The proposed colors meet MTC 18.33.100 Miscellaneous including colors for architectural components including windows, trim, doors and for gates and fences.
- The proposed work meets MTC 18.33.180 Appendix B: Standards for Preservation/Rehabilitation.

**ALTERNATIVES:**

The Board of Trustees (BOT) may:

- 1) Recommend approval of this case with findings stated above.
- 2) Recommend approval of this case with findings stated above and conditions.
- 3) Deny the application.

**PZHAC OUTCOME:** The PZHAC voted 4-0 in favor of approving this case.

**DEPARTMENT RECOMMENDATION:**

Staff recommends the PZHAC/BOT approve the installation of new windows and painting, installation of security bars on the windows and the repair and painting of the exterior doors along the side of the building that abuts Calle de Guadalupe.

**SUPPORTING INFORMATION:**

- Application
- Map of Area
- Proposal submitted by applicant dated May 16, 2021.



# 2571 GUADALUPE



<b>ACCOUNTNUMBER:</b>	R0400364	<b>PARCELNUMBER:</b>	4006137283489
<b>OWNERNAME:</b>	MCMERCER LLC	<b>MAILADDR1:</b>	4604 49TH ST N SUITE 1135
<b>CITY:</b>	SAINT PETERSBURG	<b>STATE:</b>	FL
<b>ZIP:</b>	33709	<b>LOT:</b>	
<b>BLOCK:</b>		<b>SUBNAME:</b>	
<b>TRS:</b>	23S 1E 25	<b>SITUSADDRS:</b>	2571 CALLE DE GUADALUPE
<b>TOTALACRES:</b>	0		

**TOWN OF MESILLA  
ZONING APPROVAL**

**OFFICIAL USE ONLY:**  
Case # 20/261  
Fee \$ 118.00



**PERMISSION TO CONDUCT WORK  
OR  
OBTAIN A COMMERCIAL/RESIDENTIAL BUILDING PERMIT FROM CID**

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

CASE NO. \_\_\_\_\_ ZONE: \_\_\_\_\_ CODE: \_\_\_\_\_ APPLICATION DATE: \_\_\_\_\_

McMercer LLC (Jane Mercer and Jeff McBride) 727-410-1895  
 Name of Property Owner 727-410-1895 Property Owner's Telephone Number  
 2001 E Lohman Ave, Ste 110, Box 147 Las Cruces NM 88001  
 Property Owner's Mailing Address City State Zip Code  
 jane@mcmercercor.com

Property Owner's E-mail Address  
 Please see following pages for detail  
 Contractor's Name & Address (If none, indicate Self)

See attached  
 Contractor's Telephone Number \_\_\_\_\_ Contractor's Tax ID Number \_\_\_\_\_ Contractor's License Number \_\_\_\_\_

Address of Proposed Work: 2571 Calle de Guadalupe, Mesilla, NM 88046

Description of Proposed Work: Please see following pages for detail

\$ 5,000 Estimated Cost  
 Signature of Applicant [Signature] Date May 16, 2021  
 Signature of property owner: [Signature] [Signature]

With the exception of administrative approvals, all permit requests must undergo a review process from staff, PZHAC and/or BOT before issuance of a zoning permit. **Plan sheets are to be no larger than 11 x 17 inches or shall be submitted electronically.**

**FOR OFFICIAL USE ONLY**

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

PZHAC APPROVAL REQUIRED:  YES  NO BOT APPROVAL REQUIRED:  YES  NO

CID PERMIT/INSPECTION REQUIRED:  YES  NO  SEE CONDITIONS

CONDITIONS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

THIS APPLICATION SHALL INCLUDE ALL OF THE FOLLOWING:

1.  Plot plan with legal description to show existing structures, adjoining streets, driveway(s), improvements & setbacks. Verification shall show that the lot was **LEGALLY** subdivided through the Town of Mesilla or that the lot has been in existence prior to February 1972.
2. \_\_\_\_\_ Site Plan with dimensions and details.
3. \_\_\_\_\_ Foundation plan with details.
4. \_\_\_\_\_ Floor plan showing rooms, their uses and dimensions.
5. \_\_\_\_\_ Cross section of walls
6. \_\_\_\_\_ Roof and floor framing plan
8. \_\_\_\_\_ Proof of legal access to the property.
9. \_\_\_\_\_ Drainage plan.
10. \_\_\_\_\_ Details of architectural style and color scheme (checklist included for Historical zones) – diagrams and elevations.
11. \_\_\_\_\_ Proof of sewer service or a copy of septic tank permit; proof of water service (well permit or statement from the Public Utility providing water services).
12. \_\_\_\_\_ Proof of legal access to the property.
13. \_\_\_\_\_ Other information as necessary or required by the City Code or Community Development Department (See other side.)

The following are requirements to be included with all building permit applications for new structures or additions to existing structures, as well as other construction or fixtures that will be permanent in nature and affect the appearance or use of the property. (This includes fences, well houses, storage units, metal sheds, photo-voltaic panels that can be seen from the ground, etc.)

### BUILDING PERMIT REQUIREMENTS

A. Completed application, including:

1. Applicant's name
2. Applicant/property owners contact information
3. Physical address of property
4. Description of work to be done, including dimensions of any construction or repairs
5. Value of work to be done
6. Property owner's signature on the application

B. Include all information required in the checklist at the bottom of the application.

C. Additional information required:

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**THE MEDINA HOUSE**  
**2571 Calle De Guadalupe, Mesilla, NM**  
**DESCRIPTION OF PROPOSED WORK**  
**FOR JANE MERCER AND JEFF MCBRIDE**  
**MAY 16th, 2021**

**History of Property:**

The subject property is known as the Medina House. The Medina House was designated a "building of significance designated worthy of preservation" by the Dona Ana County Historical Society in 1977. It is an 1865 Adobe, restored by the Medina family in the mid-late 20th Century prior to architectural oversight by the Town of Mesilla. However, the property still retains its original 3 foot adobe walls, interior vigas and kiva, and many other original features. We believe there may have been a zaguan which is now walled-in that led to an enclosed rear courtyard that exists today. The property is a single family home and is located several blocks south of the plaza and sits between the Calle de Colon, Calle de Correo, Calle de Guadalupe, and the Calle de San Albino. It is one block from the Fountain Theatre and the restored Vintage Wine building.

Location of 2571 Calle De Guadalupe:



Dona Ana County Historical Society Designation:



**About Us:**

We are retired real-estate entrepreneurs with twenty five years of professional experience. Jane was born in the UK and is a naturalized US Citizen. She holds a BA from London University and an MBA from Pennsylvania State University. Jeff was born in California and holds a BA in History and a BS in Economics from UC San Diego. We retired in 2019 and now travel extensively while restoring historical properties. We have a passion for history and nature. We expect that this property will become our primary residence.

**Objective of Project:**

Our objective is to beautify this property and to continue the restoration started by the Medina family fifty+ years ago. We believe this property is representative of Mesilla's period of historic significance between 1849 and 1885 and should be preserved and restored as such. We also want to add to the cultural identity and architectural history of the Town of Mesilla. The block that the property sits on is generally run-down in appearance and we would like to lead local efforts to improve its overall appeal and restore its appearance to support the historical character of much of the rest of Mesilla .

Photograph of Exterior of Property as it fronts onto the Calle De Guadalupe, as of May 11, 2021:

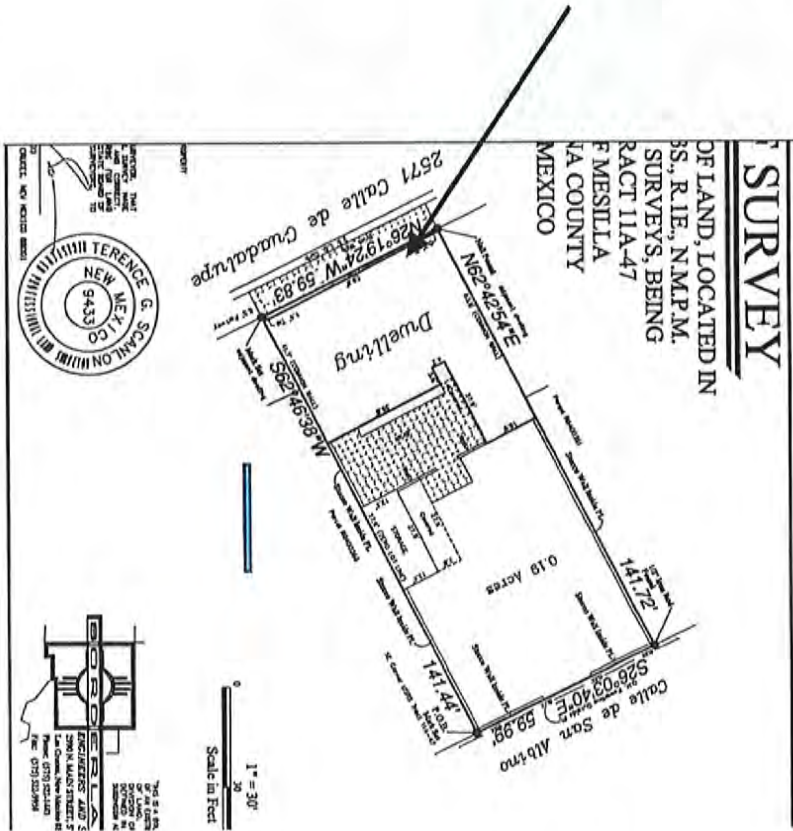


**Scope of Project:**

This is Phase 1 of a multi-step project to improve and restore the Medina House. The scope of this Phase One is limited to the **EXTERIOR** windows and doors of the property that front onto the Calle de Guadalupe. Below is the survey showing the location of the areas of improvement:

Survey of Property:

Subject area: 2 doors and 3 windows fronting on Calle de Guadalupe



Fronting onto the Calle de Guadalupe are three interior rooms. From north to south, the first room is directly accessed from the Calle de Guadalupe and there is a small window adjacent to the door. The middle room has one small window and is accessed from the San Albino side of the property. The southern most room is also directly accessed from the Calle de Guadalupe and there is a larger window adjacent to the door.

Photo showing 2 exterior doors and 3 exterior windows fronting on Calle de Guadalupe:



**Project Goals:**

Goal 1: Exterior Doors - repair and improve appearance

Goal 2: Install Iron Security Windows

Goal 3: Install New Windows

**Goal 1: Exterior Doors:**

The two exterior doors are badly worn and are in need of repair and sanding. Following are photos of the two doors. The two doors are identical in design and wear and tear.

Photos of Two Exterior Doors:

North Door:



South Door:



We would like to repair and sand these doors and apply a coat of distressed paint to give the following look, feel and color. Following is a photo of the proposed paint color and look and feel of the distressed painting we would like to apply:



The work will be completed by either ourselves or a skilled handyman, to be determined:

Cost Estimate: **\$1,000 labor and materials**



**Goal 2: Security Bars on Windows:**

Presently there are no security bars on the windows of the property. We propose to add iron window securities to each window. The security on the window in the middle room will have a latch to provide exterior egress. The securities on the other two windows will not provide egress as they sit adjacent to doors that egress directly onto the street.

Photos of Existing Windows:

North Window:



Middle Window and South Window:

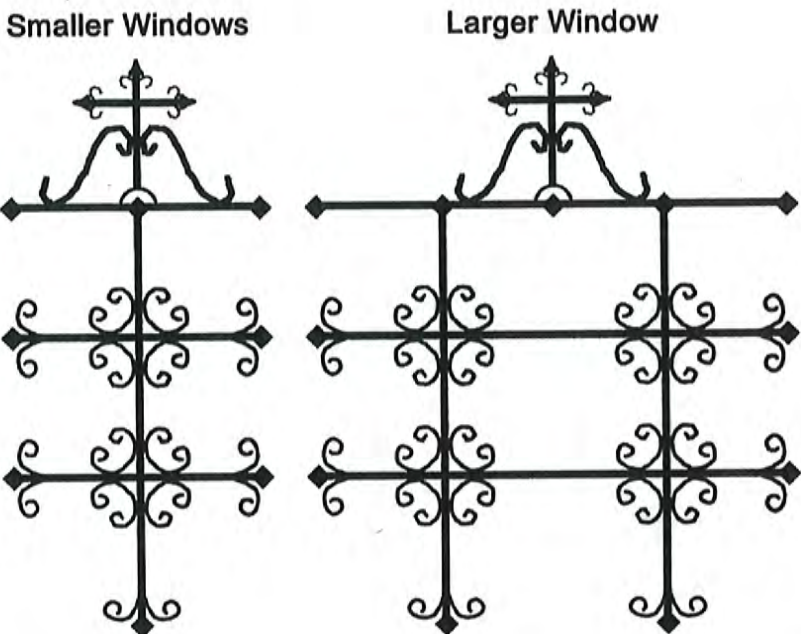


The inspiration for the security window design is drawn directly from Spanish Colonial architecture, specifically from the church complex of the Iglesia de Nuestra Señora de la Asuncion in Chinchon, Spain. Following is a photo of the security window design inspiration from this church complex in Spain:



Below is the proposed design and color of the security windows for which we are seeking approval:

Proposed Design:



Proposed Color - weathered verdigris:



The work will be completed by **Sam Torres of Torres Welding** ([torreswelding.com](http://torreswelding.com)):

Torres Welding  
PO Box 383,  
Fairacres, NM 88033  
tel: 575-526-1648

The cost estimate is **\$1,500** including installation.

***Goal 3: Install New Windows:***

The windows we would like to install are the same as the existing, double hung windows without grills. The only difference is the new windows will be aluminum wood clad instead of vinyl like the old windows. The window trim will be painted the same color as the doors without the distress.

Photos of the Windows to be installed:



The work will be completed by Pella Windows of El Paso:

Pella Windows of El Paso  
6703 North Mesa Street  
El Paso, TX 79912  
Tel: 915-833-3066

The cost estimate is **\$2,500** including installation.

## Cynthia Stoechner-Hernandez

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**From:** larrys@mesillanm.gov  
**Sent:** Wednesday, June 23, 2021 8:38 AM  
**To:** jane@mcmercer.com  
**Cc:** 'Cynthia Stoechner-Hernandez'  
**Subject:** FW: Application for Calle de Guadalupe

**From:** McWilliams, Karla, DCA <Karla.McWilliams@state.nm.us>  
**Sent:** Friday, June 18, 2021 4:52 PM  
**To:** Shannon, Lawrence <larrys@mesillanm.gov>  
**Cc:** Brock, Gretchen, DCA <Gretchen.Brock@state.nm.us>  
**Subject:** FW: Application for Calle de Guadalupe

Mr. Shannon,

Thank you for your email dated June 3, 2021, to Lynette Pollari. I apologize for the delay in responding to your email as Ms. Pollari has recently retired from our office.

The NM Historic Preservation Division (HPD) appreciates your request for assistance. As in the case of the Medina House, proposed rehabilitations of privately funded and privately owned properties falls under local government jurisdiction. HPD as the State Historic Preservation Office (SHPO) does not have the legal authority to render decisions on behalf of a local community under local zoning, building, or design review.

If the proposed rehabilitation is located within one of Mesilla's Historic Zones, the Town has purview to review and approve changes per Chapter 18.06 "Planning, Zoning and Historical Appropriateness Commission" in the Town's code.

Under state and federal preservation laws, HPD does have purview over projects that are publicly funded, licensed, or permitted that may affect historic properties, and projects in which private property owners take advantage of federal and state preservation tax incentives.

While the legal purview is at the local level, the HPD is available to provide guidance based on the Secretary of the Interior's Standards for Rehabilitation. This guidance would not be binding.

If I can answer any questions you may have about local historic preservation regulations, federal and state preservation regulations, or if you have interest in the Certified Local Government program, please let me know.

Best,  
Karla K. McWilliams

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Karla K. McWilliams  
Historian  
Historic Preservation Division (HPD)

407 Galisteo Street, Suite 236  
Santa Fe, NM 87501  
505-827-4451  
karla.mcwilliams@state.nm.us

Like/Follow us on social media:

[Facebook](#)

[YouTube](#)

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**From:** [larrys@mesillanm.gov](mailto:larrys@mesillanm.gov) <[larrys@mesillanm.gov](mailto:larrys@mesillanm.gov)>  
**Sent:** Thursday, June 3, 2021 4:44 PM  
**To:** Pollari, Lynette, DCA <[Lynette.Pollari@state.nm.us](mailto:Lynette.Pollari@state.nm.us)>  
**Cc:** [jane@mcmercer.com](mailto:jane@mcmercer.com) <[jane@mcmercer.com](mailto:jane@mcmercer.com)>; Stoechner-Hernandez, Cynthia <[cynthias-h@mesillanm.gov](mailto:cynthias-h@mesillanm.gov)>  
**Subject:** [EXT] FW: Application for Calle de Guadalupe

Lynette,

I received the attached proposal and application for review and approval by the Mesilla Planning, Zoning, and Historical Appropriateness Commission (PZHAC). All cases in Mesilla that are to be brought before the PZHAC now must first be reviewed in house by an Architectural Review Committee (the PZHAC Chair, a PZHAC Commissioner, A Town Trustee and a Town Resident) to determine completeness of the application and if there are any historical or architectural issues that will need to be addressed. Since the dwelling is a significant structure in the National Historic Register, the Architectural Review Committee determined that the proposal should be reviewed and receive approval from SHPO before the PZHAC makes a decision on it. As a result of this decision by the Committee, I am forwarding this request to you for any comments that you may have.

Please feel free to contact me if you have any questions. I can be reached by e-mail at this e-mail address, or by phone at 575-652-7463.

Thank you very much for your time,

Larry Shannon  
Mesilla Community Development Coordinator  
Town of Mesilla  
Office: (575) 524-3262 ext. 104  
Cell: (575) 652-7463  
Fax: (575) 541-6327

**From:** Jane Mercer <[jane@mcmercer.com](mailto:jane@mcmercer.com)>  
**Sent:** Sunday, May 16, 2021 2:43 PM  
**To:** [larrys@mesillanm.gov](mailto:larrys@mesillanm.gov)  
**Cc:** Jane Mercer <[jane@mcmercer.com](mailto:jane@mcmercer.com)>; Jeff McBride <[jeff@mcmercer.com](mailto:jeff@mcmercer.com)>  
**Subject:** Application for Calle de Guadalupe

Hi Larry,

I am attaching two documents for your review and for review at the next meeting of the architectural committee.

The first document is the completed permit application for the work at 2571 Calle de Guadalupe. The second document is the description of the proposed work and includes contractor and pricing information.

Please let me know if you have questions or if we have missed anything. Thank you for your help thus far!

Jane

**Jane Mercer**  
**Owner - McMercer LLC**  
[jane@mcmercerc.com](mailto:jane@mcmercerc.com)  
727-410-1895

**AGENDA DATE:**

PZHAC: September 7, 2021

BOT: September 13, 2021

**ITEMS:**

- b) PZHAC Case #061262** – 1705 Tierra de Mesilla, submitted by Casa Blanka Imports for a sign permit on a stucco wall. Zoned: General Commercial (C).
- c) PZHAC Case #061263** – 1705 Tierra de Mesilla, submitted by Casa Blanka Imports for a sign permit for a gate sign. Zoned: General Commercial (C).

**BACKGROUND AND ANALYSIS:**

These cases were reviewed by Architectural Styles Committee (ASC) on August 26, 2021.

Case 061262: Mr. Huisar from Casa Blanka Imports applied for a plasma cut metal sign on the walking entrance gate (Avenida de Mesilla side) to the property located at 1705 Tierra de Mesilla. The sign will be 1.5 feet x 3.5 feet as indicated on the diagram. The colors are black lettering on a white background.

Case 061263: Mr. Huisar from Casa Blanka Imports applied for a plasma cut metal sign to be installed on a stuccoed wall at the corner of the property located at 1705 Tierra de Mesilla. The sign will be 2 feet x 12.5 feet as indicated on the diagram. The colors are black lettering on a white background. The wall will be stuccoed to match the building. The wall height will be 7' 8". This sign will be similar to a sign approved for the adjacent commercial business which was approved as a development identification sign.

**IMPACT:**

Staff recommends the Planning, Zoning and Historical Appropriateness Commission (PZHAC) approve the application subject to the following findings:

- The PZHAC has jurisdiction to recommend approval of the applicant’s request for approval of this request to the BOT.
- The applicant has the authority to make an application request to the PZHAC and BOT.
- Due process was provided to the applicant.

Specific findings of fact:

- The proposed sign meets MTC 18.65.140 Wall Signs within the Commercial zone given that it does not exceed 25 square feet.
- The number of permitted signs shall be two exterior signs at each bona fide place of business (MTC 18.65.220).
- The wall sign is considered a “development identification sign” which includes any sign at the entrance/exit to a commercial development to identify the development name and logo only, and not attached to any building (MTC 18.65.050 (B)).

**ALTERNATIVES:**

The Board of Trustees (BOT) may:

- 1) Recommend approval of this case with findings stated above.
- 2) Recommend approval of this case with findings stated above and conditions.
- 3) Deny the application.

**PZHAC OUTCOME:** The PZHAC voted 4-0 in favor of approving this case.

**DEPARTMENT RECOMMENDATION:**

Staff recommends the PZHAC/BOT approve both cases as they have applied the same considerations to other commercial establishments in the same area (MTC 18.65).

**SUPPORTING INFORMATION:**

- Applications (Case 061262 & 061263)
- Map of Area (Same Locations)
- Proposed Gate Sign Design.
- Proposed Outdoor Sign.



# 1705 TIERRA DE MESILLA



<b>ACCOUNTNUMBER:</b>	R0401239	<b>PARCELNUMBER:</b>	4006137222298
<b>OWNERNAME:</b>	CASA BLANKA IMPORTS LLC	<b>MAILADDR1:</b>	3694 SANTA MARCELLA
<b>CITY:</b>	LAS CRUCES	<b>STATE:</b>	NM
<b>ZIP:</b>	88012	<b>LOT:</b>	11
<b>BLOCK:</b>	A	<b>SUBNAME:</b>	MERCADO DE LA MESILLA PHASE 3B (BK 20 PG 163-164 - 0231702)
<b>TRS:</b>	23S 1E 25	<b>SITUSADDRS:</b>	1705 TIERRA DE MESILLA
<b>TOTALACRES:</b>	0		

\$50.00

# 06/263 ✓



OFFICIAL USE ONLY

CASE # \_\_\_\_\_

FEE \$ \_\_\_\_\_

CASE NO. \_\_\_\_\_ ZONE \_\_\_\_\_ APPLICATION DATE \_\_\_\_\_

Casa Blanca Imports 915-226-7417  
Business Name Business Telephone Number

1705 Avenida de Mesilla NM  
Business Address City State Zip Code

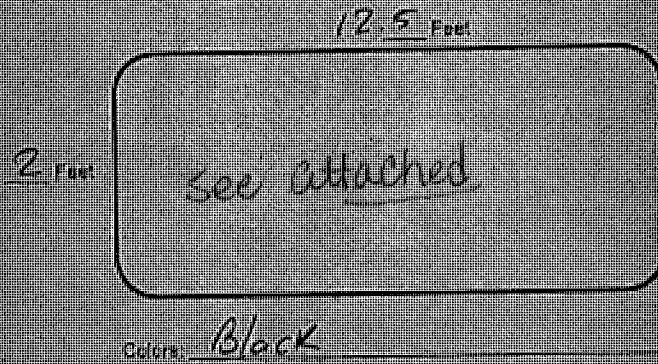
Blanca G. Huesar  
Applicant Name

3694 Santa Marcela Ave Las Cruces NM 88012  
Mailing Address City State Zip Code

Plasma Cut Sheet Metal Sign  
Description of sign

Installed on Stucco wall

Please include dimensions, lettering, shape, material, texture, colors, and/or finish to be used on the diagram below.



FOR OFFICIAL USE ONLY

PZHAC

- Administrative Approval
- Approved Date: \_\_\_\_\_
- Disapproved Date: \_\_\_\_\_
- Approved with conditions

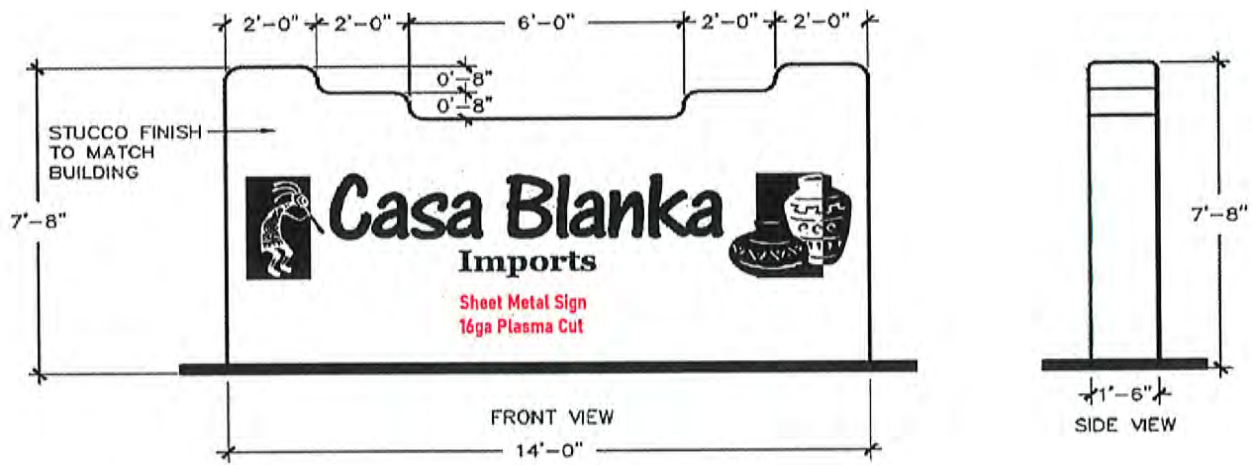
BOT

- Approved Date: \_\_\_\_\_
- Disapproved Date: \_\_\_\_\_
- Approved with Conditions

CONDITIONS

PERMIT ISSUED BY \_\_\_\_\_ ISSUE DATE: \_\_\_\_\_

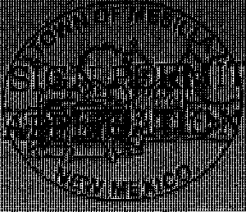
Community Development Department  
2231 Avenida de Mesilla, P.O. Box 10, Mesilla, NM 88046 (505) 824-1362 ext. 339  
www.mpsa.state.nm.gov



# PROPOSED OUTDOOR SIGN

910<sup>50</sup>

# 061262



OFFICIAL USE ONLY  
City of  
Form

CASE NO. \_\_\_\_\_ ZONE \_\_\_\_\_ APPLICATION DATE \_\_\_\_\_

Casa Blanca Imports 915-226-7417  
Business Name Business Telephone Number

1705 Tierra del Mesilla Mesilla NM 88005  
Business Address City State Zip Code

Blanca Huizar 915-226-7417  
Applicant Name Applicant Telephone/Cel. Number

3694 Santa Marcella Ave Las Cruces NM 88012  
Mailing Address City State Zip Code

Description of sign: Plasma Cut Metal sign on  
walking Entrance Gate

Please include dimensions, lettering, shape, material, texture, colors, and/or finish to be used on the diagram below.



Colors \_\_\_\_\_

FOR OFFICIAL USE ONLY

PZHAC  Administrative Approval  Approved Date: \_\_\_\_\_

Approved Date: \_\_\_\_\_  Disapproved Date: \_\_\_\_\_

Disapproved Date: \_\_\_\_\_  Approved with Conditions \_\_\_\_\_

Approved with conditions

CONDITIONS \_\_\_\_\_

PERMIT ISSUED BY: \_\_\_\_\_ ISSUE DATE: \_\_\_\_\_

Community Development Department  
2281 Avenida de Mexico P.O. Box 10, Mesilla, NM 88045, 505-625-3169  
www.ci.mesa.nm.us



**AGENDA DATE:**

PZHAC: September 7, 2021

BOT: September 13, 2021

**ITEMS:**

- d) **PZHAC Case #061264** – 2645 Calle del Sur, submitted by Ralph Lucero for the installation of a 14x20 prefabricated storage shed in the back yard. Zone: Historic Residential (HR).

**BACKGROUND AND ANALYSIS:**

This case was reviewed by Architectural Styles Committee (ASC) on August 26, 2021.

The resident currently has a home occupation license. The applicant proposes to install a temporary 14’ x 20’ prefabricated storage shed in the back yard in order to store some of the businesses’ tools. The location is demonstrated on the site plan. The shed will be anchored down with cement anchors. The storage shed will be located seven feet from the east wall and 10 feet from the south wall in the back yard. The shed will be gray with a white roof.

**IMPACT:**

Staff recommends the Planning, Zoning and Historical Appropriateness Commission (PZHAC) approve the application subject to the following findings:

- The PZHAC has jurisdiction to recommend approval of the applicant’s request for approval of this request to the BOT.
- The applicant has the authority to make an application request to the PZHAC and BOT.
- Due process was provided to the applicant.

Specific findings of fact:

- The shed is not visible from the main street and is shielded from the public view.
- The PZHAC/BOT has approved temporary sheds in the rear yards of Historic Residential Properties before.
- The structure meets the required setbacks in the HR Zone (MTC 18.35).
- The structure is greater than 120 square feet, so a permit from Construction Industries Division (CID) will be required.

**ALTERNATIVES:**

The Board of Trustees (BOT) may:

- 1) Recommend approval of this case with findings stated above.
- 2) Recommend approval of this case with findings stated above and conditions.
- 3) Deny the application.

**PZHAC OUTCOME:** The PZHAC voted to approve this case 4-0.

**DEPARTMENT RECOMMENDATION:**

Staff recommends this case 061264 be approved as it will not be visible from the public street (Calle del Sur) and will meet the required setbacks of the Historic Residential Ordinance. (MTC 18.35 & 18.33).

**SUPPORTING INFORMATION:**

- Application
- Map of Area
- Survey Description

- Plat demonstrating location of new shed
- Description from Storage with Character (vendor)
- Photo of proposed structure.
- Photos of the back yard x2.

# 2645 CALLE DEL SUR



<b>ACCOUNTNUMBER:</b>	R0400910	<b>PARCELNUMBER:</b>	4006138156161
<b>OWNERNAME:</b>	LUCERO RALPH S	<b>MAILADDR1:</b>	PO BOX 888
<b>CITY:</b>	MESILLA	<b>STATE:</b>	NM
<b>ZIP:</b>	88046	<b>LOT:</b>	TRACT 5A
<b>BLOCK:</b>		<b>SUBNAME:</b>	DAN LOWRY SUBDIVISION REPLAT NO 1 (BK 20 PG 485 - 0343562)
<b>TRS:</b>	23S 1E 36	<b>SITUSADDRS:</b>	2645 CALLE DE SUR
<b>TOTALACRES:</b>	0		



TOWN OF MESILLA  
ZONING APPROVAL

OFFICIAL USE ONLY:

Case # 061264

Fee \$ 221.00



PERMISSION TO CONDUCT WORK  
OR  
OBTAIN A COMMERCIAL/RESIDENTIAL BUILDING PERMIT FROM CID

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

CASE NO 061264 ZONE: HR CODE: MACE APPLICATION DATE: \_\_\_\_\_

Name of Property Owner Ralph J Lucero Property Owner's Telephone Number 575 649-1854

Property Owner's Mailing Address PO Box 888 Mesilla NM 88046  
City State Zip Code

Property Owner's E-mail Address rallucero@yahoo.com

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

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

Address of Proposed Work: 2645 Calle del Sur Mesilla

Description of Proposed Work: install a temporary prefabricated storage shed in back yard anchored down with cement T Eastwall 5' 10' from South wall

Estimated Cost \$ 13,500 Signature of Applicant Ralph J Lucero Date 8-25-21

Signature of property owner: \_\_\_\_\_

With the exception of administrative approvals, all permit requests must undergo a review process from staff, PZHAC and/or BOT before issuance of a zoning permit. Plan sheets are to be no larger than 11 x 17 inches or shall be submitted electronically.

FOR OFFICIAL USE ONLY

- |       |   |     |   |
|-------|---|-----|---|
| PZHAC | <input type="checkbox"/> Administrative Approval  | BOT | <input type="checkbox"/> Approved Date: _____     |
|       | <input type="checkbox"/> Approved Date: _____     |     | <input type="checkbox"/> Disapproved Date: _____  |
|       | <input type="checkbox"/> Disapproved Date: _____  |     | <input type="checkbox"/> Approved with Conditions |
|       | <input type="checkbox"/> Approved with conditions |     |   |

PZHAC APPROVAL REQUIRED:  YES \_\_\_ NO BOT APPROVAL REQUIRED:  YES \_\_\_ NO

CID PERMIT/INSPECTION REQUIRED:  YES \_\_\_ NO \_\_\_ SEE CONDITIONS

CONDITIONS: Req CID permit because over 120sq ft.

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

- THIS APPLICATION SHALL INCLUDE ALL OF THE FOLLOWING:
- Plot plan with legal description to show existing structures, adjoining streets, driveway(s), improvements & setbacks. Verification shall show that the lot was LEGALLY subdivided through the Town of Mesilla or that the lot has been in existence prior to February 1972.
  - Site Plan with dimensions and details.
  - Foundation plan with details.
  - Floor plan showing rooms, their uses and dimensions.
  - Cross section of walls
  - Roof and floor framing plan
  - Proof of legal access to the property.
  - Drainage plan.
  - Details of architectural style and color scheme (checklist included for Historical zones) – diagrams and elevations.
  - Proof of sewer service or a copy of septic tank permit; proof of water service (well permit or statement from the Public Utility providing water services).
  - Proof of legal access to the property.
  - Other information as necessary or required by the City Code or Community Development Department (See other side.)



## CHAVEZ SURVEYING COMPANY

PROFESSIONAL LAND SURVEYORS

1600 EAST LONNAN AVENUE  
LAS CRUCES, NEW MEXICO 88001  
PHONE 924-2258

June 14, 1984

### Description of a 0.3235 Acre Tract

A tract of land situate in Mesilla, Dona Ana County, New Mexico as part of tract 5 of the Dan Lowry Subdivision, as filed October 26, 1977 in plat record 12 page 140 of the Dona Ana County records and being more particularly described as follows, to wit:

Beginning at a 1/2 inch rebar found on the south line of Calle Del Sur for the northeast corner of this tract, identical to the northeast corner of tract 5 of Dan Lowry Subdivision;

Thence from the place of beginning leaving Calle Del Sur S 33 deg 56'04" E., 144.40 feet to a 1/2 inch rebar found for the southeast corner of this tract, identical to the southeast corner of Tract 5,

Thence S 63 deg 34'20"W., 98.43 feet to a 1/2 inch rebar set for the southwest corner of this tract;

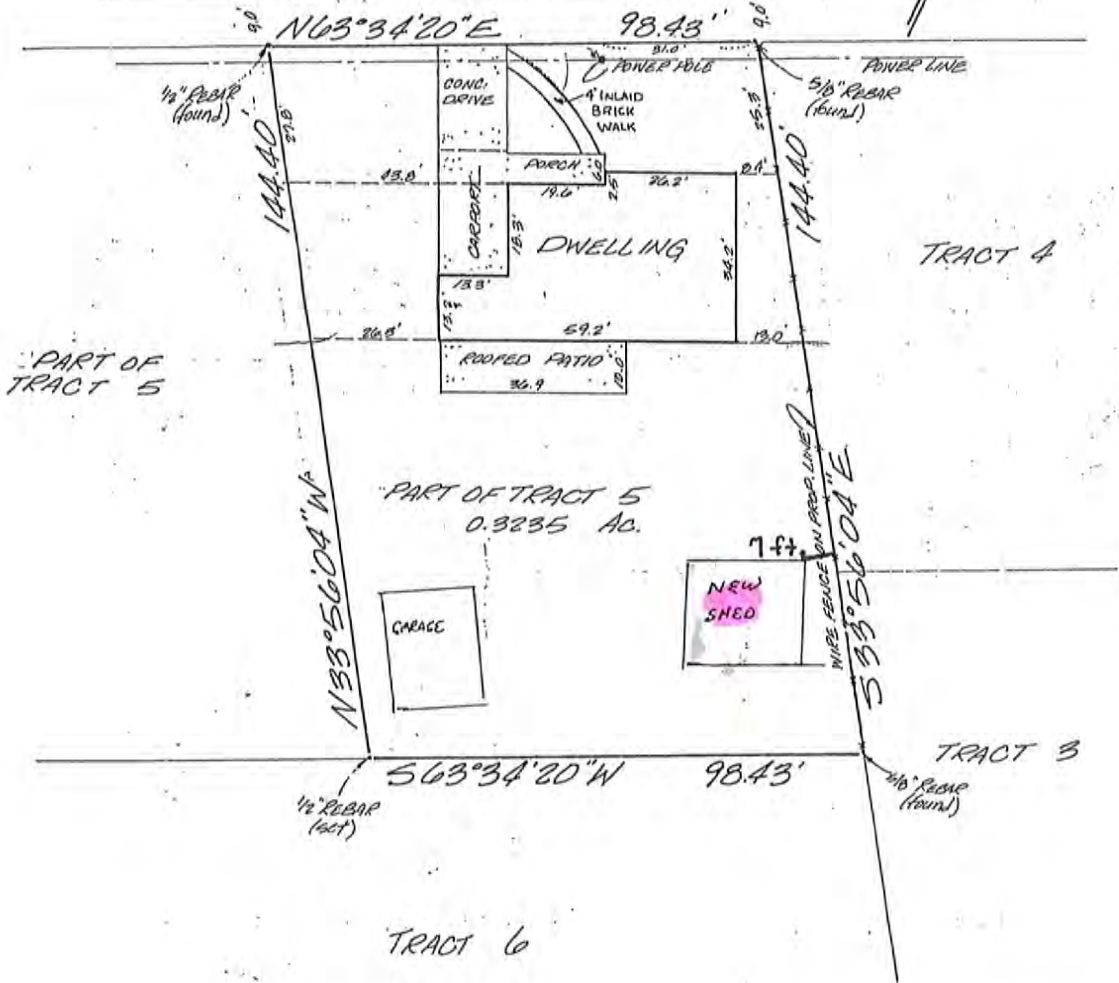
Thence N 33 deg 56'04"W; 144.40 feet to a 1/2 inch rebar set on the south line of Calle Del Sur for the northwest corner of this tract;

Thence along the south line of Calle Del Sur N 63 deg 34'20" E., 98.43 feet to the place of beginning containing 0.3235 acre of land more or less.

Field Notes by Gilbert Chavez NMPLS, 6832  
SPD 84-3455.1

# CALLE DEL SUR

EDGE OF PAVEMENT



REVISED PER ORDER 1584-708, To SHOW BRICK WALK, 5-14-86, A.M.

PLAT OF SURVEY  
SHOWING LOCATION OF IMPROVEMENTS  
0.3235 ACRE  
PART OF TRACT 5 OF  
DAN LOWRY SUBDIVISION  
TOWN OF MESILLA, DONA ANA CO.,  
NEW MEXICO  
DAN LOWRY SUBDIVISION  
FILED OCT. 24, 1977 IN PLAT BOOK 12  
PAGES 140 of the records of Dona Ana County, New Mexico.  
I hereby certify that I am a Registered Land-Surveyor in the State of  
New Mexico and that this Plat was made by me or under my supervision  
from the notes of an actual field survey and that it is true and correct  
to the best of my knowledge and belief.  
GILBERT CHAVEZ N.M.P.L.S. 6832



CHAVEZ SURVEYING COMPANY  
PROFESSIONAL LAND SURVEYORS  
9180 E. LOHMAN  
LAS CRUCES, NEW MEXICO 88001  
(505) 624-2258

Work Order: 1584-3950  
Drawn by: MM Scale: 1" = 30'  
Field by: L.P.A.M.S. Date: OCT. 9, 1984



Storage with Character

Sales office 575 224-6344

Serial #: 000512cs1420  
Building Size: 14' x 20'  
Building Style: Classic Studio  
Siding Color: Essential Gray  
Trim Color: Gauntlet Gray  
Roofstyle: Shingle  
Roof Color: Shasta White  
Window included: 4-24 x 36" White  
Loft included: 4' Front & Back  
Workbench: 5' workbench

*Over 120 sq ft  
goes to CID  
for approval*

Sales Office: (575) 224-6244

Serial #: 0005121051470

Building Size: 14' x 28'

Building Style: Classic Studio

Shanty Color: Espresso Gray

Trim Color: Galleries Gray

Roof Type: Shingle

Roof Color: Sierra White

Windows Included: 4 - 24x36" Windows

Doors Included: 4 - Front & Rear

Wall Finish: 5 - Water-based

Interior Finishes: 5 - Standard

Exterior Finishes: 5 - Standard











**TOWN OF MESILLA  
BOARD ACTION FORM**

**AGENDA DATE:**

**PZHAC:** September 7, 2021

**BOT:** September 13, 2021

**ITEMS:**

- h) PZHAC Case #061269** – 1799 Avenida de Mesilla, submitted by Mesilla Legal Center for two signs at this address. Zoned: Commercial (C).

**BACKGROUND AND ANALYSIS:**

The business proposes to put two signs at the business located at 1799 Avenida de Mesilla. One free-standing sign of 10 square feet and one wall sign as demonstrated on the photos.

**IMPACT:**

Staff recommends the Planning, Zoning and Historical Appropriateness Commission (PZHAC) approve the application subject to the following findings:

- The PZHAC has jurisdiction to recommend approval of the applicant's request for approval
- of this request to the BOT.
- The applicant has the authority to make an application request to the PZHAC and BOT.
- Due process was provided to the applicant.

Specific findings of fact:

- The Commercial zone allows for 10% of the wall or up to 25 square feet, whichever is less (MTC 18.65.140). The proposed sign will be smaller than 25 square feet (see photos). The wall sign will not be thicker than six inches and will be safely secured to the wall.
- The Commercial zone allows for a freestanding ground-based sign to have a maximum of 25 square feet and be not more than four feet high and comply with the clear sign triangle. The freestanding sign shall be two feet inside the property line (MTC 18.65.160). The proposed sign is in the same place as other businesses have been allowed and meets these requirements.

**ALTERNATIVES:**

The Board of Trustees (BOT) may:

1. Recommend approval of this case with findings stated above.
2. Recommend approval of this case with findings stated above and conditions.
3. Deny the application.

**PZHAC OUTCOME:** The PZHAC voted to approve this case 4-0.

**DEPARTMENT RECOMMENDATION:**

Staff recommends the BOT approve case 061269 as it meets section 18.65.140 and section 18.65.160 of the Mesilla Town Code.

**SUPPORTING INFORMATION:**

- Application
- Dimensions of free-standing sign
- Diagrams of signs
- Photos of area for wall sign to be placed

Updated: 9/10/2021



Project # 061269



**Town of Mesilla**  
**P.O. BOX 10**  
**MESILLA, NM 88046**  
**PHONE: (575) 524-3262 FAX (575) 541-6327**

### SIGN PERMIT

Application Date: 8/12/21

Mesilla Legal Center  
Name of Business

Victor F Poulos  
Name of Applicant

1799 Avenida De Mesilla  
Address of Business

1802 Avenida De Mesilla  
Address of Applicant

Las Cruces NM 88005  
City State Zip

Las Cruces NM 88005  
City State Zip

(575) 523-4444  
Telephone Number

\_\_\_\_\_  
Alternate Telephone Number

**Location and description of Sign:**  
(include dimensions, lettering, shape, material, texture, colors, and/or finish to be used. Attach a drawing of the location of the sign, including any other advertising structures on the building or lot.)

Please see attached

**For Office Use Only**

Administrative Approval: \_\_\_\_\_  
PZHAC Approval: \_\_\_\_\_  
BOT Approval: \_\_\_\_\_

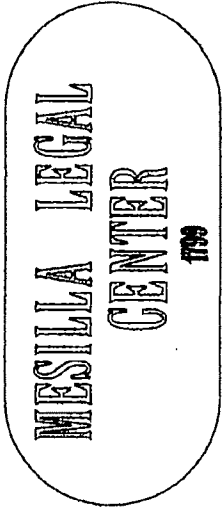
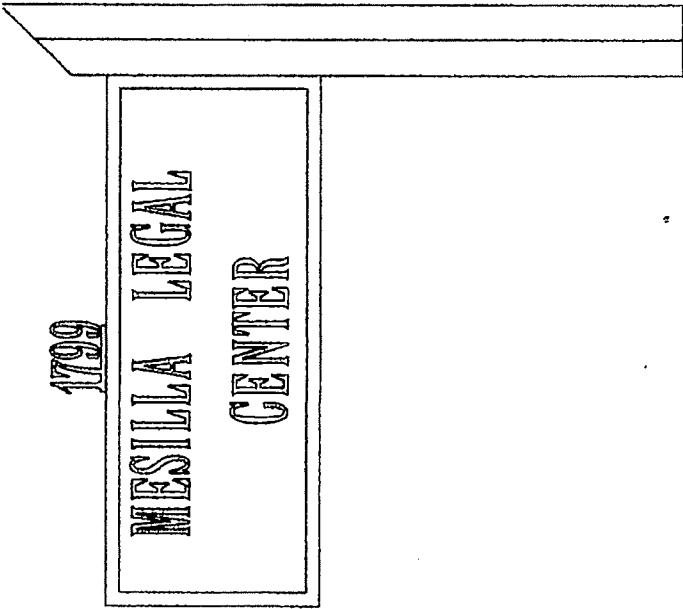
Permit Fee: \_\_\_\_\_  
Date of Payment: \_\_\_\_\_  
CASE NUMBER: \_\_\_\_\_

# 1799 AVENIDA DE MESILLA



<b>ACCOUNTNUMBER:</b>	R0400314	<b>PARCELNUMBER:</b>	4006137229231
<b>OWNERNAME:</b>	POULOS & COATES PROPERTIES LLC	<b>MAILADDR1:</b>	1802 AVENIDA DE MESILLA
<b>CITY:</b>	LAS CRUCES	<b>STATE:</b>	NM
<b>ZIP:</b>	88005	<b>LOT:</b>	
<b>BLOCK:</b>		<b>SUBNAME:</b>	
<b>TRS:</b>	23S 1E 25	<b>SITUSADDRS:</b>	1801 S HIGHWAY 28
<b>TOTALACRES:</b>	0		

Sign dimensions are 2ftx5ft  
lettering is Latin extra condensed  
Material is powder coated steel with a light texture  
color is oil rubbed bronze and Indian turquoise



MESILLA LEGAL  
CENTER  
1799





MESILLA LEGAL  
CENTER  
1799



99







**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 2021, Chapter 138, Section 29, Para. 181, 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:

**21-F2740      \$ 75,000.00      Appropriation Reversion Date: 30-JUN-23  
Laws of 2021, Chapter 138, Section 29, Paragraph 181, Seventy Five Thousand Dollars (\$75,000.00)  
to purchase and equip vehicles for the marshal's department in Mesilla in Dona Ana county.**

The Grantee's total reimbursements shall not exceed Seventy Five Thousand Dollars (**\$75,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>[1]</sup>, if applicable, Zero Dollars (**\$0.00**), which equals Seventy Five Thousand Dollars (**\$75,000.00**) (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 Seventy Five 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: Enrique Salas  
 Title: Marshal  
 Address: PO BOX 10, Mesilla, NM 88046  
[enriques@mesillanm.gov](mailto:enriques@mesillanm.gov)  
 Email:  
 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: Clerk/Treasurer  
 Address: PO BOX 10, Mesilla, NM, 88046  
 Email: [cynthias-h@mesillanm.gov](mailto: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: 505-470-7041

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, 2023**, 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’s** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **Town of Mesilla**, 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:

Grant appropriation agreement for Plaza sidewalk improvements including ADA compliance.

### BACKGROUND:

The Town of Mesilla has been awarded \$117,000.00 Capital Outlay funds for the Plaza sidewalk improvements including ADA compliance.

### SUPPORTING INFORMATION:

21-F2741 DFA Grant

### BOT OPTIONS:

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

**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 2021, Chapter 138, Section 29, Para. 182, 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:

**21-F2741      \$117,000.00      Appropriation Reversion Date: 30-JUN-25  
Laws of 2021, Chapter 138, Section 29, Paragraph 182, One Hundred Seventeen Thousand Dollars (\$117,000.00) to plan, design, construct and improve sidewalks, including for compliance with accessibility requirements, at the Mesilla plaza in Dona Ana county.**



The Grantee's total reimbursements shall not exceed One Hundred Seventeen Thousand Dollars (**\$117,000.00**) (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 Seventeen Thousand Dollars (**\$117,000.00**) (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 Seventy Five 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: Rodney McGillivary  
 Title: Public Works Director  
 Address: PO BOX 10, Mesilla, NM 88046  
[rodm@mesillanm.gov](mailto:rodm@mesillanm.gov)  
 Email:  
 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: Clerk/Treasurer  
 Address: PO BOX 10, Mesilla, NM, 88046  
 Email: [cynthias-h@mesillanm.gov](mailto: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: 505-470-7041

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, 2025**, 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's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **Town of Mesilla**, 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.

**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 2021, Chapter 138, Section 29, Para. 182, 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:

**21-F2741      \$117,000.00      Appropriation Reversion Date: 30-JUN-25  
Laws of 2021, Chapter 138, Section 29, Paragraph 182, One Hundred Seventeen Thousand Dollars (\$117,000.00) to plan, design, construct and improve sidewalks, including for compliance with accessibility requirements, at the Mesilla plaza in Dona Ana county.**

The Grantee's total reimbursements shall not exceed One Hundred Seventeen Thousand Dollars (**\$117,000.00**) (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 Seventeen Thousand Dollars (**\$117,000.00**) (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 Seventy Five 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: Rodney McGillivary  
 Title: Public Works Director  
 Address: 2231 Avenida de Mesilla, Mesilla,  
 NM 88046  
 Email: [rodm@mesillanm.gov](mailto:rodm@mesillanm.gov)  
 Telephone: 575-882-3922

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: Clerk  
 Address: 2231 Avenida de Mesilla, Mesilla, NM, 88046  
 Email: [cynthias-h@mesillanm.gov](mailto:cynthias-h@mesillanm.gov)  
 Telephone: 575-882-3922



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: 505-470-7041

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, 2025**, 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's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **Town of Mesilla**, 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

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

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

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.



## TOWN OF MESILLA BOARD ACTION FORM

### AGENDA DATE:

September 13, 2021

### ITEMS:

- a) **For Approval:** Ordinance 2021--01: Revising Chapters 18.35 Historic Residential Zone and 18.60.180 Area Requirements Deemed Met.
- e) **Resolution 2021-25:** A Resolution by the Board of Trustees placing an additional two-month moratorium on the expansions of non-conforming lots. **\*\*If board decides not to recommend approval on Ordinance 2021-01\*\***

### BACKGROUND AND ANALYSIS:

The BOT dedicated time from a committee made up of two Commissioners, two Trustees and staff to work on and develop changes of the HR Zone Ordinance which passed on June 8, 2020. After further questions were brought forth regarding requiring Right of Entry agreements and non-conforming uses, the BOT requested this committee regroup and consider these additional changes.

Soon after, we began meeting in joint work sessions to discuss the proposed changes from the committee and for discussions of issues raised by the PZHAC:

- **October 13, 2020**, the PZHAC and BOT had a joint work session.
- **November 9, 2020**, the PZHAC and BOT had a joint work session.

Further revisions were needed because of these meetings and the draft was sent back to committee.

The draft was brought back to joint work sessions for discussions:

- **February 22, 2021**, the PZHAC and BOT had a joint work session.
- **February 22, 2021**, the BOT passed a four-month moratorium on expanding non-conforming lots.
- **March 22, 2021**, the PZHAC and BOT had a joint work session.
- **May 27, 2021**, the PZHAC and BOT had a joint work session.
- **June 14, 2021**, extended the moratorium on expanding non-conforming lots for two months.
- **June 25, 2021**, the PZHAC and BOT had a joint work session.
- **August 9, 2021**, the PZHAC and BOT had a joint work session.
- **August 19, 2021**, the PZHAC and BOT had a joint work session to finalize the draft ordinance.
- **August 20, 2021**, a public notice was posted for a public hearing and intent to recommend adoption for Ordinance 2021-01.
- **August 23, 2021**, the BOT received input from the public on the finalized draft of the ordinance changes.
- Today, **September 13, 2021**, the BOT will have a public hearing on the proposed ordinance O2021-01 and consider approval.

### IMPACT:

Staff recommends the Board of Trustees (BOT) approve the application subject to the following findings:

- The BOT has the power to amend and approve ordinances for the health, safety, and welfare of all residents.

Specific findings of fact:

- The proposed ordinance has been processed in accordance with MTC 1.10 Legislation.
- The proposed ordinance has received legal review by Joseph Cervantes.

- The proposed public hearing and notice of intent to adopt was posted August 20, 2021 (at least two weeks in advance) and was done so in accordance with Open Meetings Act.

**ALTERNATIVES:**

The Board of Trustees (BOT) may:

- 1) Recommend approval of this ordinance.
- 2) Recommend approval of this ordinance with findings stated above and add conditions.
- 3) Deny the ordinance.

**DEPARTMENT RECOMMENDATION:**

Staff recommends the BOT approve the ordinance as drafted. If, however, the board fails to pass the ordinance, then item e) should be passed extending the moratorium for more work on the ordinance.

**SUPPORTING INFORMATION:**

- Ordinance O2021-01
- Notice posted August 20, 2021



**NOTICE OF PUBLIC HEARING &  
INTENT TO RECOMMEND ADOPTION  
OF ORDINANCE 2021-01:  
REVISING CHAPTER 18.35  
HISTORIC RESIDENTIAL ZONE & 18.60.180 Area Deemed met for Non-Conforming Uses**

The Board of Trustees (BOT) will hold a public hearing on **Monday, September 13, 2021 at 6:00 p.m. at the Mesilla Town Hall, 2231 Avenida de Mesilla**. The purpose of the hearing is to take public comments on the proposed ordinance **2021-01: REVISING CHAPTER 18.35 HISTORIC Residential ZONE & 18.60.180 Area Deemed met for Non-Conforming Uses**.

As part of their regularly scheduled meeting on **Monday, September 13, 2021 at 6:00 p.m.**, the BOT will consider the adoption of ordinance **2021-01: REVISING CHAPTER 18.35 Historic Residential Zone**.

Copies of the proposed ordinance change can be found on the Town of Mesilla website at [www.mesillanm.gov](http://www.mesillanm.gov) or by calling (575) 524-3262.

\*\*\*\*\*

Posted on 8/20/2021 online and on 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.

## **Ordinance 2021-01: Revisions to Chapter 18.35 & Chapter 18.60.180**

**Be it ordained by the Town of Mesilla that:**

### **Section 1: Chapter 18.10.020 Definitions - Specific**

Dwelling: means a building that contains one or two dwelling units used, intended or designed to be used, rented, leased, let or hired out to be occupied for living purposes.

Dwelling unit: a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Open space: area of land not occupied by buildings not to include shade structures.

Temporary Structures – a small structure not permanently anchored to the property. Allowable temporary anchors include hurricane anchors, screw-type anchors, cable anchors.

Permanent structure – a structure anchored to the ground using concrete foundation or other permanent foundation.

Shade structures: pergolas, patios, decks, gazebos, arbors, trellises and cannot exceed 15 feet in height.

### **Section 2: Chapter 18.35 H.R. – Historical Residential Zone**

Sections:

18.35.010 Purpose.

18.35.020 Uses permitted.

18.35.030 Exterior appearance.

18.35.040 Development standards.

**18.35.010 Purpose.**

The purpose of this zone is to provide for the protection of those residential sections of the town that are worth preserving because of historical, cultural and aesthetic or architectural interest. All remodeling or new structures must be compatible with established architectural styles and design elements as outlined in Chapter 18.33 MTC (Historic Preservation). [Ord. 2020-02 § 1; Ord. 94-06 § 1; prior code § 11-2-11.4.A]

**18.35.020 Uses permitted.**

Uses permitted in the H-R zone are as follows:

Single-family and multiple-family residences and related uses approved by the commission upon application and approval of a development plan in accordance with Chapter 18.33 MTC (Historic Preservation), this chapter (H-R Historical Residential Zone) and the comprehensive land use ordinance for the town. [Ord. 2020-02 § 1; Ord. 94-06 § 1; prior code § 11-2-11.4. B]

**18.35.030 Area requirements deemed met.**

Any lot or building site shall meet the minimum area requirements when:

A. It existed as an entire lot, or as an entire parcel, for which either a deed was on record in the office of the county clerk or a bona fide contract of sale was in effect prior to March 14, 1972

B. It is legally subdivided after the effective date of the ordinance codified on March 14, 1972. [Ord. 94-06 § 1; prior code § 11-2-5.18]

Any lot or building that is deemed to be legal and meets the area requirements because of this section (18.35.030) shall not be deemed non-conforming simply because they exist on less than the area required by the Code.

**18.35.040 Density requirements deemed met.**

Any lot or building which had been approved by the Mesilla board of trustees prior to June 8, 2020 (Ord. 2020-02) and which are not in conformity with these regulations, but for which permits, or variances were granted under previous ordinances, may continue and shall not be deemed non-conforming.



**18.35.050 Exterior appearance.**

An application for a permit which would authorize construction, modification, moving or destruction, use or function which would affect the exterior appearance of any structure or sign must first be reviewed and approved by the PZHAC for compliance with Chapter 18.33 MTC (Historic Preservation), and receive final approval by the board of trustees. [Ord. 2020-02 § 1; Ord. 94-06 § 1; prior code § 11-2-11.4.C]

**18.35.060 Development standards.**

A. Lot Area. Each lot or parcel to be developed in the H-R zone shall have a minimum of 80 feet of frontage on a public street and a minimum of 8,000 square feet of area.

B. Population Density. When lots or parcels in the H-R zone are to be developed to single-family or multiple single-family dwellings, each lot or parcel shall have sufficient area to provide 8,000 square feet of area for each family unit to be built. The maximum number of dwellings allowed on any property shall be two, providing density and parking requirements are met. Additionally, up to five structures, will be allowed on any property, providing density and parking requirements are met. A minimum of 40 percent of the property shall be open space and is required in order to limit the density of development on each parcel. Each applicant must submit a site plan demonstrating the open space requirement at the time they apply for a permit for any new structure.

Canopies and accessory structures in a rear yard shall not be more than 50 percent of the required area and can be setback three feet from the side or rear yards if it is made of fire resistive materials. Any temporary structures can be setback three feet from the side or rear yards if it is made of fire resistive materials.

C. New Construction. New structures and modifications to existing structures prior to June 8, 2020, may be built in this zone, providing the exterior appearance of the structure is approved by the PZHAC for

compliance with Chapter 18.33 MTC (Historic Preservation) and the comprehensive land use ordinance for the town, with final approval by the BOT.

1. New structures on properties containing existing structures shall be architecturally similar to the principal dwelling or structure on the property and shall meet the requirements in 18.35.050 C (3).
2. If a property is undeveloped, any new structure, to include dwellings, shall be architecturally similar to the dwellings or structures in the development zone immediately adjacent to the property and shall not exceed 15 feet in height including parapet, whichever is lower. The height of chimneys is to meet building code, but not be higher than 17 feet.
3. Any structure within the Historic Residential Zone shall be architecturally similar to the dwellings or structures in the development zone immediately adjacent (a block radius as discussed in 18.33 MTC Historic Preservation) to the property and shall not exceed 15 feet in height including parapet.

D. Yards. For all new buildings, front, side and rear yard must be at least seven feet from the property line.

1. Any repairs of structures or fences that have been legally built on a property line prior to June 8, 2020, will not require a right of entry form.
2. New construction of fences shall require a right-of-entry agreement signed by all property owners of all applicable properties for construction and maintenance that is recorded in Dona Ana County records and filed with the town clerk; and
3. This document must be acquired prior applying to planning, zoning, and historical appropriateness commission approval; and
4. This document shall be permanent and remain with all properties regardless of ownership; and

5. If a mutual agreement cannot be acquired, the applicant shall meet the required setback of seven feet.

E. Utilities. All new installations of utility lines shall be underground unless a utility service provider demonstrates the inability to provide service, or a demonstrated hardship of inability to obtain easement from an adjacent property owner for an installation from an existing pole. A final determination as to whether a hardship is sufficient to allow an above ground utility installation will be decided on a case-by-case basis by the Mayor along with the Public Works director and Community Development Department Coordinator. For connections to Town utilities refer to MTC 13.10.

F. Flagpole Lots (Existing). Lots substandard of 80-foot fronts:

1. Shall be limited to only one single-family home.
2. Must meet the height requirement in section (C)(2) of this section.
3. Must meet the size requirements in subsection (B) of this section. [Ord. 2020-02 § 1; Ord. 2006-03 § 1; Ord. 2004-7 § 6; Ord. 2001-04 § 2; Ord. 94-06 § 1; Ord. 92-07 § 1; prior code §§ 11-2-11.4.D – 11-2-11.4.G. Formerly 18.35.070]

G. Off-Street Parking. See MTC 18.60.170 and shall not include private garage as part of the off-street calculations of parking area.

H. Lighting. See MTC 18.50.

I. Architectural Style and Design Standards. See MTC 18.33 Historic Preservation.

In addition, the architectural style and design standards shall comply with the following:

1. Elevations of proposed structures shall be submitted with site plans for review by the planning, zoning, and historical appropriateness commission with final approval by the board of trustees.

2. Internal consistency or compatibility of styles, colors, materials, and design elements will be required in all new development or redevelopment within the HR zone.

3. Stucco, brick, stone, wood, and adobe are permitted exterior wall materials. Aluminum siding, metal panels, metal, and aluminum fencing, mirrored glass, unstuccoed concrete block and unstuccoed concrete are prohibited exterior wall materials within the front setbacks.

4. The use of solar and other energy collecting, and conserving strategies is encouraged by Mesilla. Where publicly visible, solar features and equipment shall be architecturally integrated or screened and shall not be visible from any public right of way.

5. Walls and fencing with adobe, brick, stucco, slump block, stone, wood, **ornamental wire loop fencing**, and wrought iron fencing is permitted. Unstuccoed concrete, barbed wire, chain link, metal wire, or similar materials are prohibited.

6. Mechanical, electrical, telephone, heating, and cooling equipment as well as other obtrusive structures shall be architecturally screened.

7. No person shall stand, stop, or park a vehicle on any street or property for the principal purpose of living within the vehicle. An RV can only be used for dwelling purposes for a maximum of 14 days. There can be no permanent connection for water, sewer, or electricity.

J. Wall, Fencing, Hedge HR Zone. See chapter 18.60.340.

K. In addition to maintaining the yard, the developer (if so designated by covenant or other document) or the property owner shall maintain all fixed structures attached to the ground.

### **SECTION 3. 18.60.180 Area requirements deemed met.**

Any lot or building site shall meet the minimum area requirements when:

A. It existed as an entire lot, or as an entire parcel, for which either a deed was on record in the office of the county clerk, or a bona fide contract of sale was in effect prior to March 14, 1972

B. It is legally subdivided after the effective date of the ordinance codified on March 14, 1972. [Ord. 94-06 § 1; prior code § 11-2-5.18]

Any lot or building that is deemed to be legal and meets the area requirements because of this section (18.60.180) shall not be deemed non-conforming simply because they exist on less than the area required by the Code.

### **SECTION 4. Repealer**

All ordinances or resolutions, or part therefore, inconsistent with this ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution.

**SECTION 5. Effective Date**

This ordinance shall be in full force and effect, five (5) days after this approval, adoption and publication as provided by law.

**PASSED, ADOPTED AND APPROVED** this September 13, 2021.

---

Nora L. Barraza  
Mayor  
Town of Mesilla

ATTEST:

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

Cynthia Stoeher-Hernandez  
Clerk/Treasurer  
Town of Mesilla

(seal)

## **BOARD ACTION FORM**

**ITEM:**

Participation in the FY22 Transportation Project Fund Match Waiver Program

**BACKGROUND:**

The Town of Mesilla received a letter from NMDOT informing us that we have been approved for the FY22 Transportation Project Fund (TPF) in the amount of \$368,918.14 with a match waiver of \$18,445.91.

**SUPPORTING INFORMATION:**

Copy of award letter attached.

Copy of match waiver letter to NMDOT attached.

**BOT OPTIONS:**

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



**RESOLUTION NO. 2021-24**

**PARTICIPATION IN THE FY22 TRANSPORTATION PROJECT FUND  
HARDSHIP MATCH WAIVER PROGRAM ADMINISTERED BY NEW  
MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Town of Mesilla and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be \$368,918.14 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$350,472.23  
and
- b. Town of Mesilla's proportional matching share shall be 5% or \$18,445.91

TOTAL PROJECT COST IS \$368,918.14

Town of Mesilla shall pay all costs, which exceed the total amount of \$368,918.14.

WHEREAS, NMAC 27.3.8 allows Public Entities who are experiencing financial hardship to apply for a Match Waiver of all or part of the above mentioned Public Entity match.

WHEREAS, Town of Mesilla qualifies for the Match Waiver because the Town of Mesilla has a limited tax base, which limits the proportional matching share.

Now therefore, be it resolved in official session that Town of Mesilla determines, resolves, and orders as follows:

That Town of Mesilla requests a Match Waiver In the amount of \$18,445.91 for FY22 TPF Program for the 'redevelopment of Calle de Picacho beginning at Calle del Norte (NM359) and extending south to Calle de Parian.'

**PASSED, APPROVED AND ADOPTED** by the Board of Trustees at its regular meeting of **September 13, 2021**.

---

Nora L. Barraza  
Mayor

**ATTEST:**

---

Cynthia Stoechner-Hernandez  
Town Clerk-Treasurer



September 9, 2021

NMDOT District 1  
Trent Doolittle, P.E., District Engineer  
c/o Mary Jo Valdez, LGRF Coordinator  
2912 E. Pine St.  
Deming, NM 88030

**Re: FY22 TRANSPORTATION PROJECT FUND (TPF)**

Total Amount: \$368,918.14  
Entity Share: \$350,472.23  
State Share: \$18,445.91

Dear Mr. Doolittle:

The Town of Mesilla is interested in applying for the TPF Hardship Match Waiver per the NM Administrative Code 18 NMAC 27.3.8 for our pending funding through the FY22 Transportation Project Fund.

NMAC 27.3.8 allows Public Entities who are experiencing financial hardship to apply for a Match Waiver of all or part of the Public Entity match normally required for participation in the Local Government Transportation Project Fund.

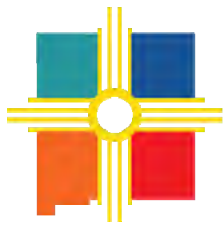
The Town of Mesilla qualifies for the Match Waiver because the Town of Mesilla has a limited tax base, which limits the proportional matching share.

That Town of Mesilla requests a Match Waiver In the amount of \$18,445.91 for FY22 TPF Program for the 'redevelopment of Calle de Picacho beginning at Calle del Norte (NM359) and extending south to Calle de Parian.'

Sincerely,



Rod McGillivray, Public Works Director



New Mexico DEPARTMENT OF  
**TRANSPORTATION**  
MOBILITY FOR EVERYONE

September 3, 2021

Nora Barraza, Mayor  
Town of Mesilla  
P.O. Box 10  
Mesilla, New Mexico 88046

Dear Nora Barraza:

We are pleased to inform you that your application for the Transportation Project Fund (TPF) for the project: **‘redevelopment of Calle de Picacho beginning at Calle del Norte (NM359) and extending south to Calle de Parian.’** was approved by the State Transportation Commission on August 26, 2021 and will be included in the New Mexico Department of Transportation’s FY22 TPF Program.

The total estimated cost for your project is \$368,918.14 the Department has allocated \$350,472.23 in TPF funds, with a local match requirement of \$18,445.91.

The Project Oversight Division will develop a project agreement and forward to you for signature.

If your application indicated that you would be interested in applying for Match Waiver funds, please submit a cover letter and resolution to my office no later than 5:00 pm on September 30, 2021.

If you have any questions or comments, please contact me at (505) 699-9946 or [Clarissa.Martinez@state.nm.us](mailto:Clarissa.Martinez@state.nm.us).

Sincerely,

Clarissa Martinez  
Project Oversight Division, State Grants Manager

C: Andreas Linnan, District Coordinator  
Trent Doolittle, P.E., District Engineer

**Michelle Lujan  
Grisham**  
Governor

**Michael R. Sandoval**  
Cabinet Secretary

#### Commissioners

**Jennifer Sandoval**  
Commissioner, Vice-Chairman  
District 1

**Bruce Ellis**  
Commissioner  
District 2

**Hilma E. Chynoweth**  
Commissioner  
District 3

**Walter G. Adams**  
Commissioner, Chairman  
District 4

**Thomas C. Taylor**  
Commissioner  
District 5

**Charles Lundstrom**  
Commissioner, Secretary  
District 6



**RESOLUTION NO. 2021-25**

**A RESOLUTION BY THE BOARD OF TRUSTEES PLACING AN ADDITIONAL THREE-MONTH MORATORIUM ON THE EXPANSIONS OF NON-CONFORMING LOTS.**

**WHEREAS**, the Board of Trustees (BOT) and the Planning, Zoning and Historical Appropriateness Commission (PZHAC) have both stated that revisions are needed to the Town Ordinances; and

**WHEREAS**, the BOT placed a four-month moratorium on February 22, 2021; and

**WHEREAS**, the BOT placed an additional two-month moratorium on June 14, 2021; and

**WHEREAS**, the BOT heard testimony during an Appeal which prompted some further investigation and need for additional revisions of the Historic Residential (HR) zoning ordinance; and

**WHEREAS**, changes to Mesilla Town Code as they relate to non-conforming lots benefit the Town of Mesilla residents by further clarifying this Chapter in the Mesilla Town Code; and

**NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees that an additional three-month Moratorium is imperative to revise certain sections of the Town Code to make it easier for Mesilla residents and builders to continue expansions of non-conforming lots.

**PASSED, ADOPTED AND APPROVED** on this 13th day of September 2021.

**ATTEST:**

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

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

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

# 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
September 16th	Fiesta is happening. Vendors are being sought. Entertainment is being booked still. Parade will not occur this year.
Halloween Carnival	Carnival planning has begun. This year the event will be held outdoors amid fire and COVID concerns.
Social Media and website	Keep social media up to date with things happening in Mesilla. Will continue to push visitors to the website. Mesilla website is now visible on Google search.
Mercado	Working with Mercado vendors to have a smooth FY21
Clean & Beautiful Grant	Town of Mesilla has been awarded \$6,686.56 for FY22. The award includes two community clean-up events. New trash cans for the Town Hall Parking Lot. Promotional items to be given at fiestas and youth interns to man booths at the fiestas.
NM Tourism Grant	The media push of our video and banner is set to resume. Working with NM CoOp to update branding on video and banner. Application has been submitted. Mesilla was granted a 2:1 match offer.



# Memorandum

**To:** Mayor and Trustees

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

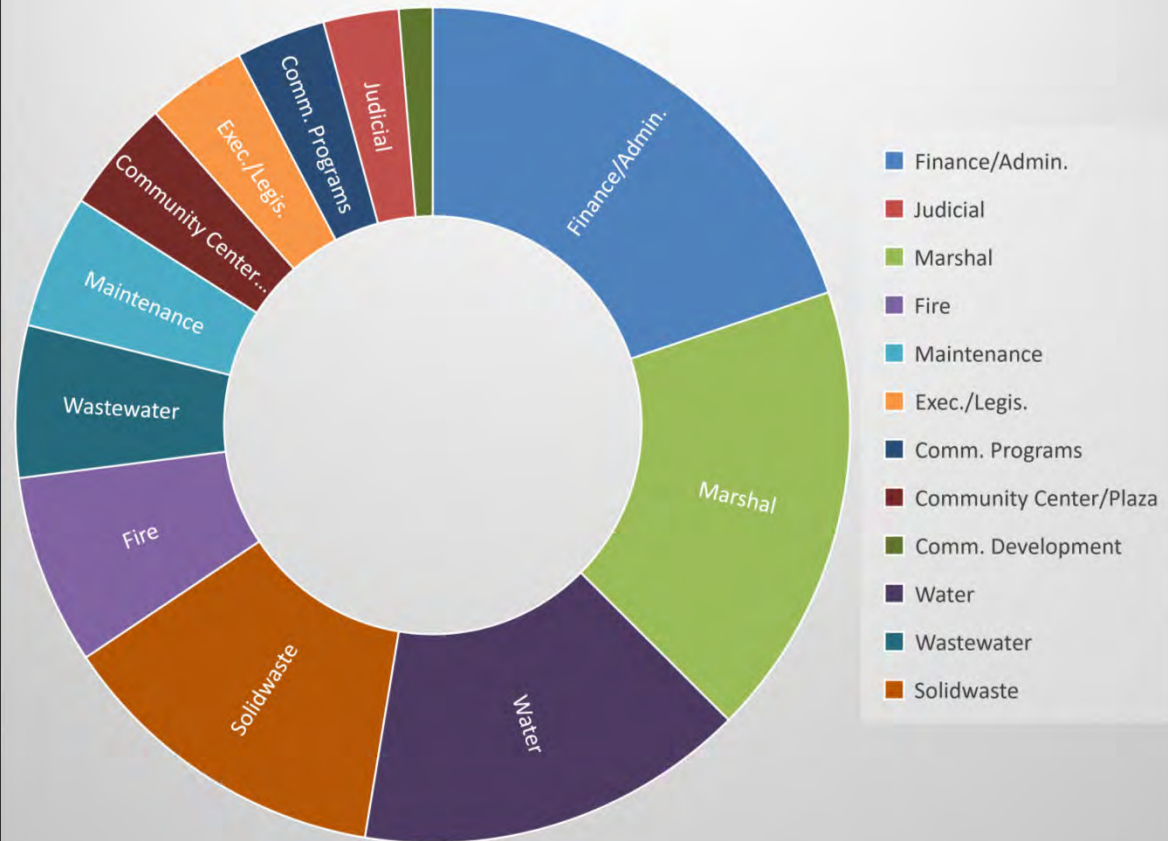
**RE:** Monthly Finance Report

Listed below is a review of department and fund expenditures for: Aug-21  
General Fund should be at: 17% spending

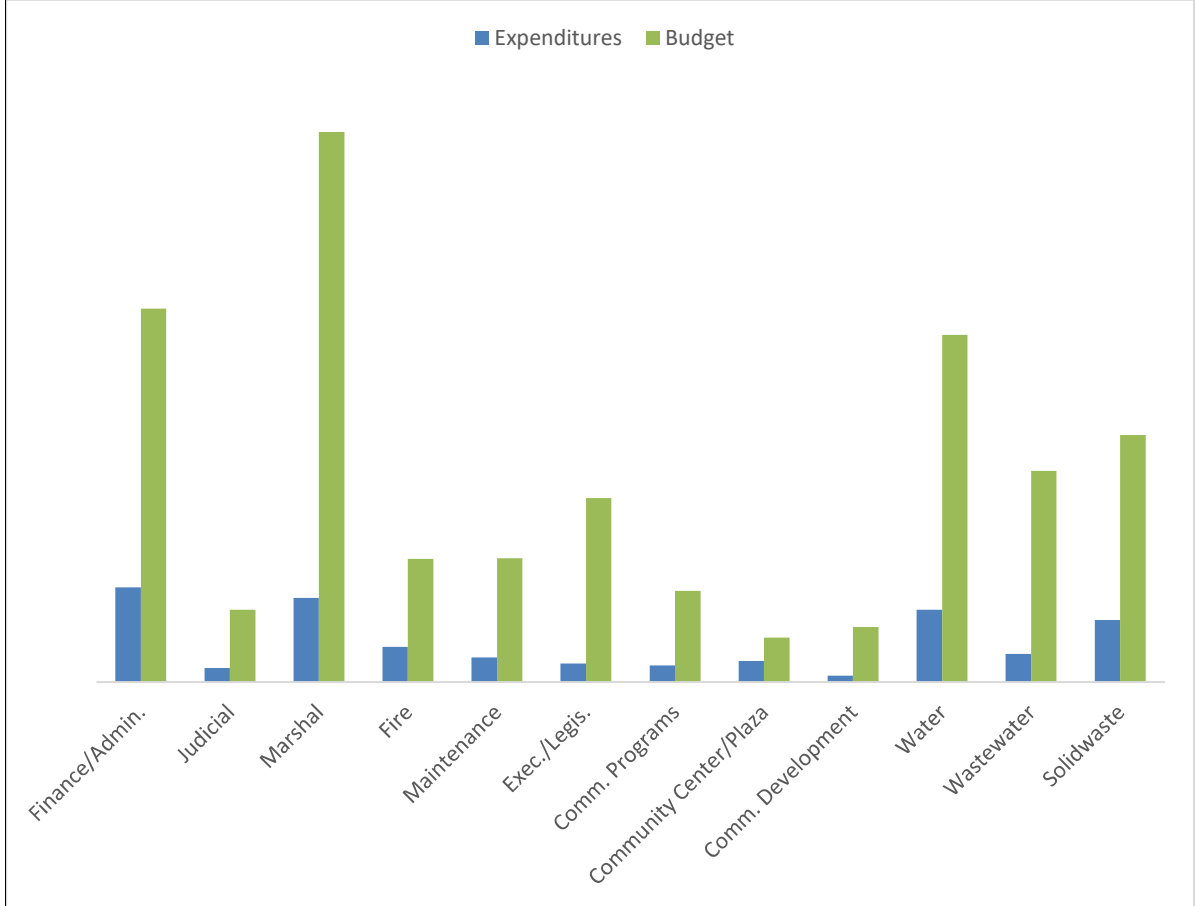
**EXPENDITURES ARE HIGHER DUE TO 1ST HALF OF INSURANCES BEING DUE IN JULY**

YTD EXPENDITURES	%Exp.	\$ Money YTD	Mo.%	YTD % over/under	Approved Budget
Finance/Admin.	25.36%	\$95,972	100.00%	-74.64%	\$ 378,483
Judicial	19.28%	\$14,116	100.00%	-80.72%	\$ 73,213
Marshal	15.28%	\$85,161	100.00%	-84.72%	\$ 557,384
Fire	28.52%	\$35,587	100.00%	-71.48%	\$ 124,799
Maintenance	19.99%	\$25,046	100.00%	-80.01%	\$ 125,307
Exec./Legis.	10.05%	\$18,743	100.00%	-89.95%	\$ 186,531
Comm. Programs	18.19%	\$16,785	100.00%	-81.81%	\$ 92,256
Community Center/Plaza	47.20%	\$21,241	100.00%	-52.80%	\$ 45,000
Comm. Development	11.38%	\$6,327	100.00%	-88.62%	\$ 55,602
<b>General Fund</b>	<b>20.00%</b>	<b>\$318,979</b>	<b>100.00%</b>	<b>-80.00%</b>	<b>\$ 1,594,794</b>
Water	20.81%	\$73,227	100.00%	-79.19%	\$ 351,841
Wastewater	13.29%	\$28,423	100.00%	-86.71%	\$ 213,896
Solidwaste	25.14%	\$62,942	100.00%	-74.86%	\$ 250,341
<b>Enterprise Fund</b>	<b>18.92%</b>	<b>\$164,592</b>	<b>100.00%</b>	<b>-81.08%</b>	<b>\$ 870,078</b>

# EXPENDITURES



# EXPENDITURES VS BUDGET



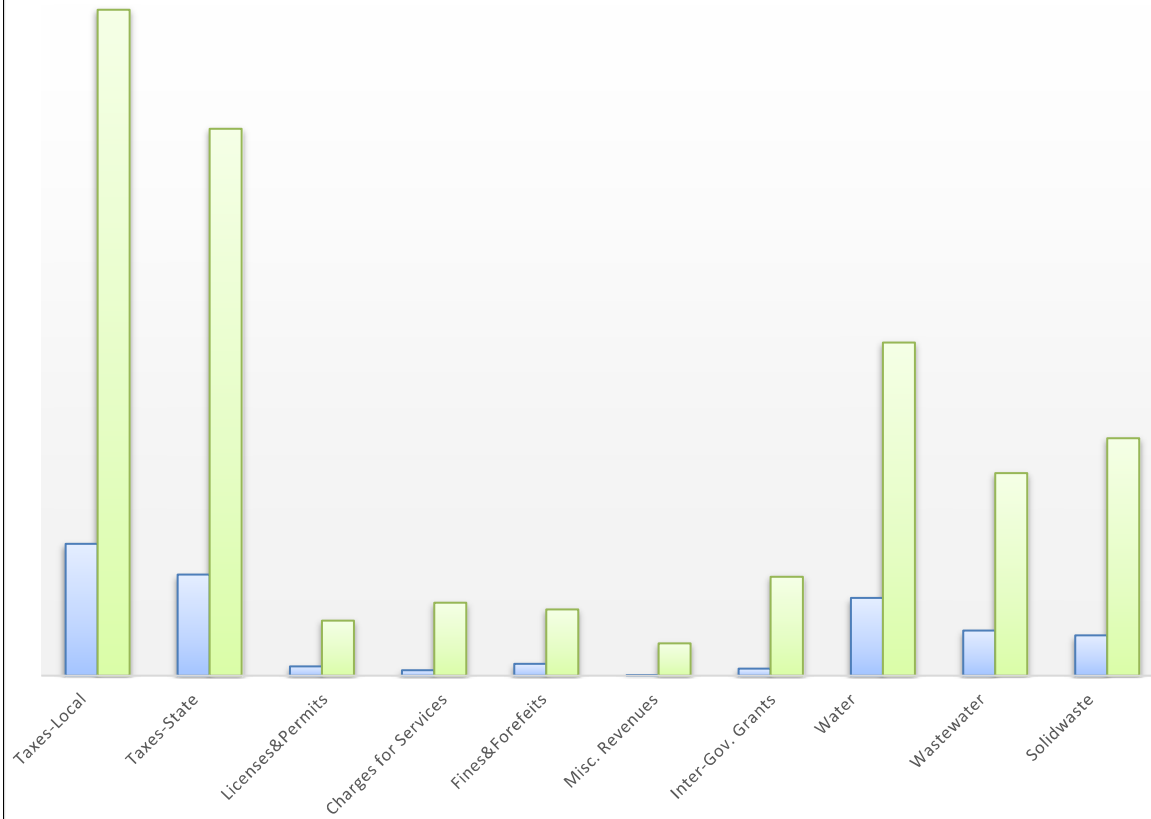
Please request the INCODE report for detail revenues and expenses by fund.

REVENUE					
YTD REVENUES	% Rec.	YTD Money \$	% Est.	YTD % over/under	AMOUNT BUDGETED
Taxes-Local	19.81%	\$139,394	100.00%	-80.19%	\$703,681
Taxes-State	18.48%	\$106,796	100.00%	-81.52%	\$577,875
Licenses&Permits	16.97%	\$9,842	100.00%	-83.03%	\$58,000
Charges for Service	7.36%	\$5,666	100.00%	-92.64%	\$77,000
Fines&Forefeits	17.94%	\$12,561	100.00%	-82.06%	\$70,000
Misc. Revenues	2.27%	\$772	100.00%	-97.73%	\$34,000
Inter-Gov. Grants	6.98%	\$7,285	100.00%	-93.02%	\$104,400
<b>General Fund</b>	<b>17.37%</b>	<b>\$282,315</b>	<b>100.00%</b>	<b>-82.63%</b>	<b>\$1,624,957</b>
Water	23.36%	\$82,185	100.00%	-76.64%	\$ 351,841
Wastewater	22.29%	\$47,670	100.00%	-77.71%	\$ 213,895
Solidwaste	16.90%	\$42,394	100.00%	-83.10%	\$ 250,814
<b>Enterprise Fund</b>	<b>21.09%</b>	<b>\$172,248</b>	<b>100.00%</b>	<b>-78.91%</b>	<b>\$816,550</b>

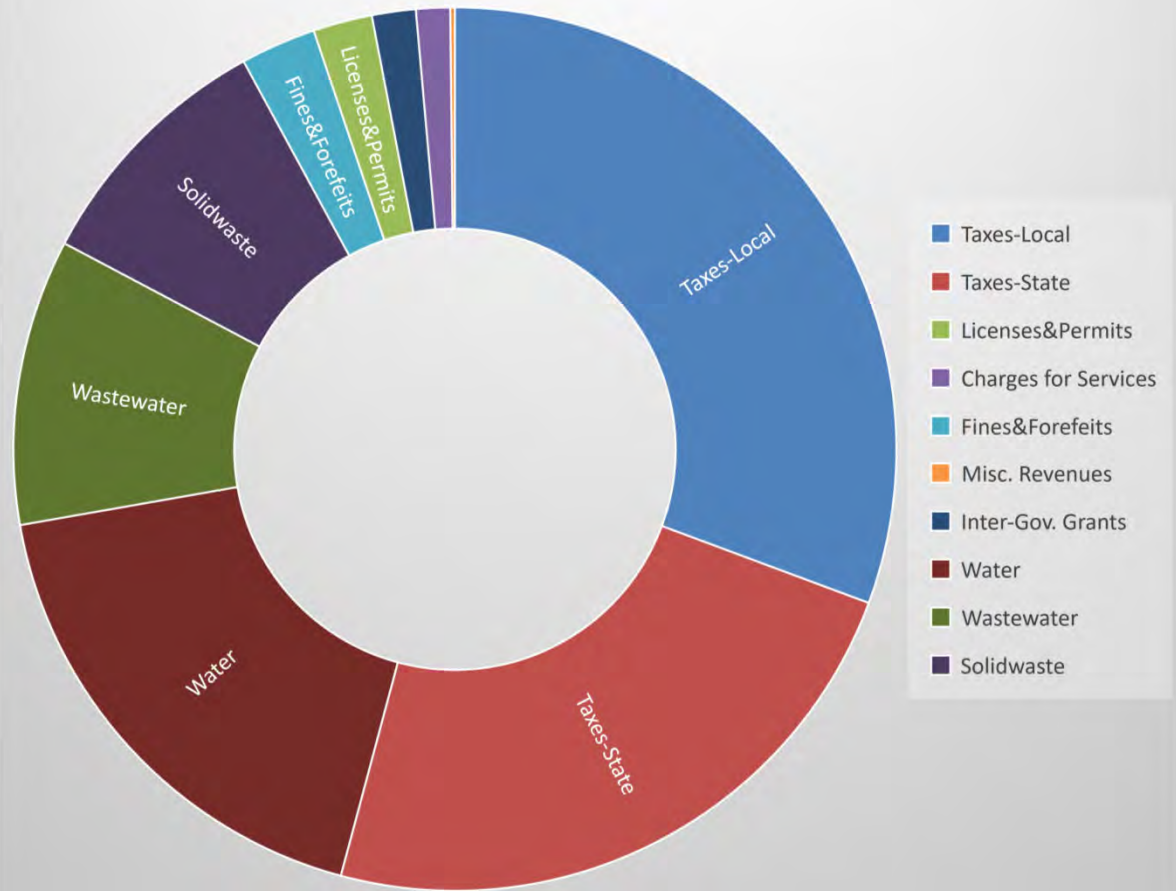


# REVENUES VS BUDGET

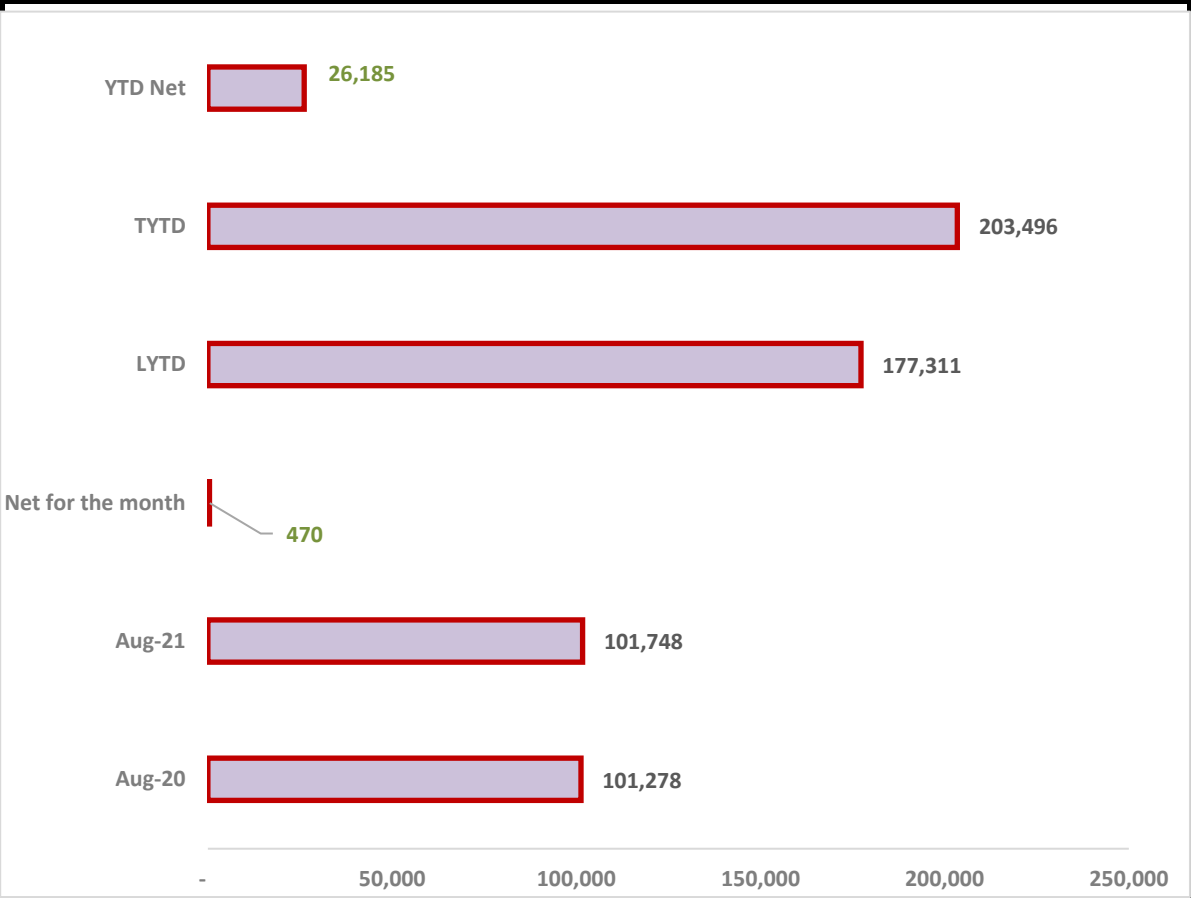
Actual Received Budgeted



# REVENUES



GRT COMPARISONS					
Aug-20	Aug-21	Net for the month	LYTD	TYTD	YTD Net
101,278	101,748	470	177,311	203,496	26,185



Business GRT in June 2021			
Percentage over last FY	0.46%	Percentage over last FYTD	15%

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



**DATE:** August, 2021

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**MAJOR ADDITIONS TO INVENTORY**

None

**MAINTENANCE OF EQUIPMENT**

Replaced chainsaw blade Brush 33, replaced ECM and injector sensor harness Brush 31, Replaced batteries Pierce E32. Damage to Brush 33 compartment repaired. Eng 32 crankcase filter changed. Primer valve, tank to pump valve and tank fill valve replaced Eng 31. Life safety ropes replaced all units.

**COMMENTS**

Fire Academy class finished up with nine personnel moving on to probationary firefighters. They are now assigned to shifts and completing their task books. We are still attempting to sell our Pierce apparatus. We had no bids on PublicSurplus.com so we are trying three different brokers in order reach out to more agencies that might be interested. This year we will be applying for stipends through a state grant. The amount is fairly small but it is a start. We will also be applying later in the year for education grants to send our volunteers to college courses in order to improve retention. The county has been paying stipends to their volunteers for the past year or so. Volunteers can earn up to \$6000 a year in stipends. We are trying to get the details of this program. We currently have two firefighters attending an EMT-Basic class at DACC through our EMS System Improvement Grant. We will be sending 10 more in the spring semester.

**SUBMITTED BY**

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

# Mesilla Fire Department

Mesilla, NM

This report was generated on 9/7/2021 12:30:59 AM



## Count of Classes by Personnel by Class Category

Passed/Failed: Both Passed and Failed | Personnel: All Personnel | Start Date: 08/01/2021 | End Date: 08/31/2021

### Aguilar, Alexander J

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	2	6:00
<b>Total for Aguilar, Alexander J</b>	<b>2</b>	<b>6:00</b>

### Arguello, Katrina M

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	2	59:00
<b>Total for Arguello, Katrina M</b>	<b>2</b>	<b>59:00</b>

### Boyd, Lachlan James

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	1	3:00
I.S.O. Fire Prevention	1	3:00
<b>Total for Boyd, Lachlan James</b>	<b>2</b>	<b>6:00</b>

### Briones, Sergio (DACES)

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	1	56:00
<b>Total for Briones, Sergio (DACES)</b>	<b>1</b>	<b>56:00</b>

### Brown, Tyler Scott

Class Category	Class Count	Total Class Hours
EMS Training	1	2:00
I.S.O. Company Training	4	63:00
I.S.O. Drill Tower	1	8:00
I.S.O. Fire Prevention	1	3:00
<b>Total for Brown, Tyler Scott</b>	<b>7</b>	<b>76:00</b>

### Davis-Whited, Crystal L

Class Category	Class Count	Total Class Hours
EMS Training	1	2:00
I.S.O. Company Training	4	63:00
I.S.O. Drill Tower	1	8:00
I.S.O. Fire Prevention	1	3:00
<b>Total for Davis-Whited, Crystal L</b>	<b>7</b>	<b>76:00</b>

### Dove, Michael Scott

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	4	63:00
I.S.O. Drill Tower	1	8:00
<b>Total for Dove, Michael Scott</b>	<b>5</b>	<b>71:00</b>

This report lists a count of Classes completed by each Person, for each Class Category. Optionally filtered by Personnel and Passage or Failure. Time shown in Hours and Minutes. If "All Personnel" is selected, this report also includes non-agency Personnel. Only non-Archived Classes that have been Reviewed are included. This report pulls training hours from the Training Code Hours field on the Info Page.



emergencyreporting.com  
Doc Id: 1504  
Page # 1 of 4

**Embury, Andy G.**

Class Category	Class Count	Total Class Hours
EMS Training	1	2:00
I.S.O. Company Training	1	3:00
I.S.O. Fire Prevention	1	3:00
I.S.O. Officer Training	1	50:00
<b>Total for Embury, Andy G.</b>	<b>4</b>	<b>58:00</b>

**Evans, Harry A**

Class Category	Class Count	Total Class Hours
EMS Training	1	2:00
I.S.O. Company Training	1	1:00
I.S.O. Fire Prevention	1	3:00
I.S.O. Officer Training	4	5:30
<b>Total for Evans, Harry A</b>	<b>7</b>	<b>11:30</b>

**Fernandez III, Humberto**

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	2	59:00
I.S.O. Drill Tower	1	8:00
I.S.O. Fire Prevention	1	3:00
<b>Total for Fernandez III, Humberto</b>	<b>4</b>	<b>70:00</b>

**Franco, Gabriel Zane**

Class Category	Class Count	Total Class Hours
EMS Training	1	2:00
I.S.O. Company Training	4	63:00
I.S.O. Drill Tower	1	8:00
I.S.O. Fire Prevention	1	3:00
<b>Total for Franco, Gabriel Zane</b>	<b>7</b>	<b>76:00</b>

**Gamrath, Alan R**

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	1	56:00
<b>Total for Gamrath, Alan R</b>	<b>1</b>	<b>56:00</b>

**Hoban, Kevin M**

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	2	6:00
I.S.O. Fire Prevention	1	3:00
<b>Total for Hoban, Kevin M</b>	<b>3</b>	<b>9:00</b>

**Kirby, Spencer (DACES)**

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	1	56:00
<b>Total for Kirby, Spencer (DACES)</b>	<b>1</b>	<b>56:00</b>

**Klebansky, George A**

This report lists a count of Classes completed by each Person, for each Class Category. Optionally filtered by Personnel and Passage or Failure. Time shown in Hours and Minutes. If "All Personnel" is selected, this report also includes non-agency Personnel. Only non-Archived Classes that have been Reviewed are included. This report pulls training hours from the Training Code Hours field on the Info Page.

Class Category	Class Count	Total Class Hours
EMS Training	1	2:00
I.S.O. Company Training	3	7:00
I.S.O. Fire Prevention	1	3:00
<b>Total for Klebansky, George A</b>	<b>5</b>	<b>12:00</b>

#### **Linares-Chacon, Sebastian**

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	1	56:00
<b>Total for Linares-Chacon, Sebastian</b>	<b>1</b>	<b>56:00</b>

#### **Molinar, Junshiro Lazos**

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	1	3:00
I.S.O. Drill Tower	1	8:00
<b>Total for Molinar, Junshiro Lazos</b>	<b>2</b>	<b>11:00</b>

#### **Rogers, Travis Adam**

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	1	56:00
<b>Total for Rogers, Travis Adam</b>	<b>1</b>	<b>56:00</b>

#### **Rossman, Tabitha A**

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	1	3:00
I.S.O. Drill Tower	1	8:00
<b>Total for Rossman, Tabitha A</b>	<b>2</b>	<b>11:00</b>

#### **Sanchez, Xavier**

Class Category	Class Count	Total Class Hours
EMS Training	1	2:00
I.S.O. Company Training	3	60:00
I.S.O. Drill Tower	1	8:00
I.S.O. Fire Prevention	1	3:00
<b>Total for Sanchez, Xavier</b>	<b>6</b>	<b>73:00</b>

#### **Thunhorst, Ines C**

Class Category	Class Count	Total Class Hours
EMS Training	1	2:00
I.S.O. Company Training	3	7:00
I.S.O. Fire Prevention	1	3:00
<b>Total for Thunhorst, Ines C</b>	<b>5</b>	<b>12:00</b>

#### **Villagrana, Daniel Jose**

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	1	3:00
I.S.O. Drill Tower	1	8:00
<b>Total for Villagrana, Daniel Jose</b>	<b>2</b>	<b>11:00</b>

#### **Whited, Gregory E**

This report lists a count of Classes completed by each Person, for each Class Category. Optionally filtered by Personnel and Passage or Failure. Time shown in Hours and Minutes. If "All Personnel" is selected, this report also includes non-agency Personnel. Only non-Archived Classes that have been Reviewed are included. This report pulls training hours from the Training Code Hours field on the Info Page.



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Class Category	Class Count	Total Class Hours
EMS Training	1	2:00
I.S.O. Company Training	4	63:00
I.S.O. Drill Tower	1	8:00
I.S.O. Fire Prevention	1	3:00
<b>Total for Whited, Gregory E</b>	<b>7</b>	<b>76:00</b>

**Zapien, Jasha C**

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	3	60:00
I.S.O. Drill Tower	1	8:00
I.S.O. Fire Prevention	1	3:00
<b>Total for Zapien, Jasha C</b>	<b>5</b>	<b>71:00</b>

This report lists a count of Classes completed by each Person, for each Class Category. Optionally filtered by Personnel and Passage or Failure. Time shown in Hours and Minutes. If "All Personnel" is selected, this report also includes non-agency Personnel. Only non-Archived Classes that have been Reviewed are included. This report pulls training hours from the Training Code Hours field on the Info Page.



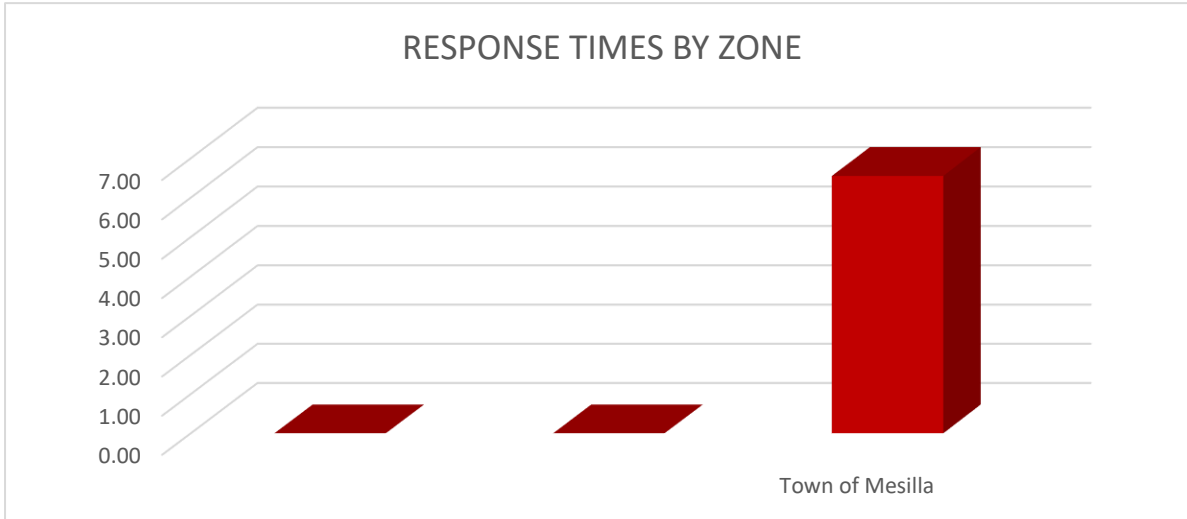
# Mesilla Fire Department

Mesilla, NM

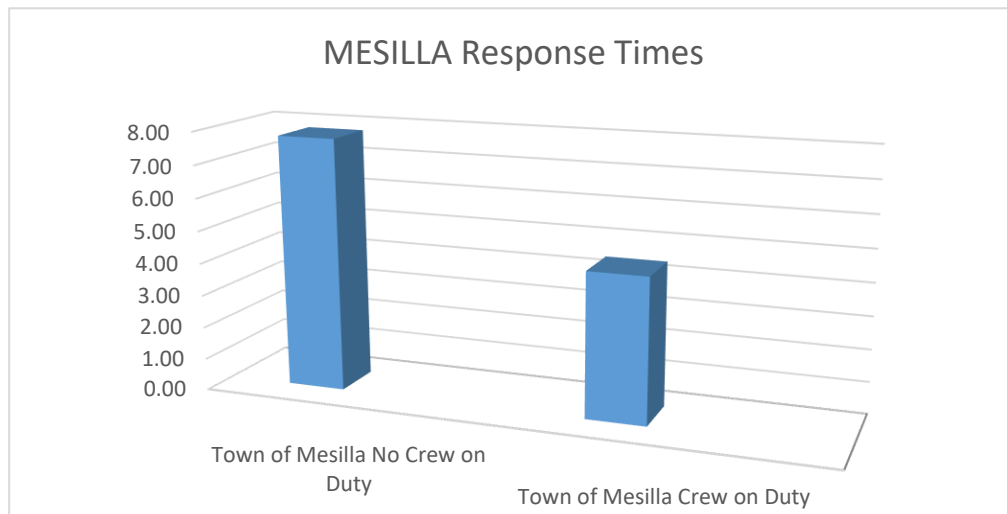
This report was generated on 09/07/2021



Response Mode: Lights and Sirens | Start Date: 08/01/2021 | End Date:08/31/2021



Zone	AVERAGE RESPONSE TIME (in minutes)
	0.00
	0.00
Town of Mesilla	6.55
<b>Town of Mesilla No Crew on Duty</b>	<b>7.79</b>
<b>Town of Mesilla Crew on Duty</b>	<b>4.46</b>



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

# Mesilla Fire Department

Mesilla, NM

This report was generated on 9/7/2021 12:33:16 AM



## Maintenance History per Hydrant for Date Range

Start Date: 08/01/2021 | End Date: 08/31/2021

DATE	DONE BY	TITLE	PROBLEM	RESOLUTION	TIME (hrs)	COST	STATUS
<b>Hydrant Number 019 - 3004 Calle Del Norte Mesilla, NM</b>							
08/19/2021	Whited, Gregory E	inspection					Complete

**TOTAL:** \$

<b>Hydrant Number 025 - 2290 Calle Del Norte Mesilla, NM</b>							
08/25/2021	Chavez, John Eric	Inspection	New Kennedy Hydrant was installed today	Hydrant flows but drains very slowly.			Pending

**TOTAL:** \$

<b>Hydrant Number 031 - 2008 Calle De El Paso Las Cruces, NM 88005</b>							
08/25/2021	Chavez, John Eric	Inspection					Complete

**TOTAL:** \$

<b>Hydrant Number 032 - 1814 Calle De El Paso Las Cruces, NM 88005</b>							
08/25/2021		Inspection	Water was very discolored even after flushing			0	Pending

**TOTAL:** \$0

<b>Hydrant Number 033 - 1910 Calle De Pecana Las Cruces, NM 88005</b>							
08/25/2021	Chavez, John Eric	Inspection				0	Complete

**TOTAL:** \$0

<b>Hydrant Number 034 - 1608 Calle Del El Paso Mesilla, NM</b>							
08/25/2021		Inspection	Tough to open				Pending

**TOTAL:** \$

<b>Hydrant Number 035 - 2101 Stithes Mesilla, NM</b>							
08/25/2021	Chavez, John Eric	Inspection					Complete

**TOTAL:** \$

Report displays active Hydrant work orders for date requested within the date parameter selected. Problem and resolution is generated from Description field of the work order.

DATE	DONE BY	TITLE	PROBLEM	RESOLUTION	TIME (hrs)	COST	STATUS
<b>Hydrant Number 037 - 1563 Calle Del El Paso Mesilla, NM</b>							
08/25/2021	Chavez, John Eric	Inspection				0	Pending
<b>TOTAL:</b>						<b>\$0</b>	
<b>Hydrant Number 038 - 1233 Calle Del El Paso Mesilla, NM</b>							
08/25/2021		Inspection	Extremely tough to open and close				Pending
<b>TOTAL:</b>						<b>\$</b>	
<b>Hydrant Number 039 - 1228 Calle De El Paso Las Cruces, NM 88005</b>							
08/25/2021	Chavez, John Eric	Inspection					Complete
<b>TOTAL:</b>						<b>\$</b>	
<b>Hydrant Number 040 - 1212 Calle De El Paso Las Cruces, NM 88005</b>							
08/25/2021	Chavez, John Eric	Inspection					Complete
<b>TOTAL:</b>						<b>\$</b>	
<b>Hydrant Number 041 - 1010 Calle De El Paso Las Cruces, NM 88005</b>							
08/25/2021	Chavez, John Eric	Inspection					Complete
<b>TOTAL:</b>						<b>\$</b>	
<b>Hydrant Number 042 - 2007 Glass RD Las Cruces, NM 88005</b>							
08/25/2021	Chavez, John Eric	Inspection					Complete
<b>TOTAL:</b>						<b>\$</b>	
<b>Hydrant Number 043 - 2014 Glass RD Las Cruces, NM 88005</b>							
08/25/2021		Inspection	Hydrant still OOS from being struck awaiting mesilla public works				Pending
<b>TOTAL:</b>						<b>\$</b>	
<b>Hydrant Number 044 - 2151 Glass RD Las Cruces, NM 88005</b>							
08/25/2021	Chavez, John Eric	Inspection				0	Complete
<b>TOTAL:</b>						<b>\$0</b>	
<b>Hydrant Number 045 - 2300 1 Glass RD Las Cruces, NM 88005</b>							
08/25/2021	Chavez, John Eric	Inspection	Obscured with brush	Cleared brush			Complete
<b>TOTAL:</b>						<b>\$</b>	

Report displays active Hydrant work orders for date requested within the date parameter selected. Problem and resolution is generated from Description field of the work order.



DATE	DONE BY	TITLE	PROBLEM	RESOLUTION	TIME (hrs)	COST	STATUS
<b>Hydrant Number 046 - 2506 Glass RD Las Cruces, NM 88005</b>							
08/25/2021	Chavez, John Eric	Inspection	Was covered with brush	Brush removed		0	Complete

**TOTAL: \$0**

<b>Hydrant Number 048 - 2840 Glass RD Las Cruces, NM 88005</b>							
08/25/2021	Chavez, John Eric	In					Complete

**TOTAL: \$**

<b>Hydrant Number 049 - 2880 Glass RD Las Cruces, NM 88005</b>							
08/25/2021	Chavez, John Eric	Inspection				0	Complete

**TOTAL: \$0**

<b>Hydrant Number 050 - 2911 Glass Mesilla, NM</b>							
08/25/2021	Chavez, John Eric	Inspection	Hydrant flows but has an orange color to it. Also found a chunk of wood inside of the right hand steamer cap			0	Complete

**TOTAL: \$0**

<b>Hydrant Number 052 - 1380 Snow Mesilla, NM</b>							
08/19/2021	Whited, Gregory E	inspection					Complete

**TOTAL: \$**

<b>Hydrant Number 053 - 1400 Snow Mesilla, NM</b>							
08/19/2021	Whited, Gregory E	inspection					Complete
08/19/2021	Whited, Gregory E	inspection				0	Complete

**TOTAL: \$0**

<b>Hydrant Number 054 - 1500 Snow Mesilla, NM</b>							
08/19/2021	Whited, Gregory E	inspection					Complete

**TOTAL: \$**

<b>Hydrant Number 055 - 1766 Snow Mesilla, NM</b>							
08/19/2021	Whited, Gregory E	inspection					Complete
08/19/2021		repair	no water				Pending

**TOTAL: \$**

Report displays active Hydrant work orders for date requested within the date parameter selected. Problem and resolution is generated from Description field of the work order.

DATE	DONE BY	TITLE	PROBLEM	RESOLUTION	TIME (hrs)	COST	STATUS
<b>Hydrant Number 056 - 1900 Snow RD Mesilla, NM 88046</b>							
08/19/2021	Whited, Gregory E	inspection					Complete
<b>TOTAL:</b>						\$	
<b>Hydrant Number 115 - 3101 Snow Mesilla, NM</b>							
08/12/2021	Whited, Gregory E	inspection					Complete
<b>TOTAL:</b>						\$	
<b>Hydrant Number 116 - 2975 Snow Mesilla, NM</b>							
08/12/2021		repair	does not drain				Pending
08/12/2021	Whited, Gregory E	inspection					Complete
<b>TOTAL:</b>						\$	
<b>Hydrant Number 117 - 2912 Snow Mesilla, NM</b>							
08/12/2021	Whited, Gregory E	inspection					Complete
08/12/2021	Whited, Gregory E	inspection					Complete
<b>TOTAL:</b>						\$	
<b>Hydrant Number 124 - 2700 Snow Mesilla, NM</b>							
08/12/2021	Whited, Gregory E	inspection					Complete
<b>TOTAL:</b>						\$	
<b>Hydrant Number 125 - 2515 Snow Mesilla, NM</b>							
08/19/2021	Whited, Gregory E	inspection					Complete
08/19/2021		repair	hit by vehicle				Pending
<b>TOTAL:</b>						\$	
<b>Hydrant Number 126 - 2413 Snow Mesilla, NM</b>							
08/19/2021	Whited, Gregory E	inspection					Complete
<b>TOTAL:</b>						\$	
<b>Hydrant Number 132 - 2167 Calle Del Oeste Mesilla, NM</b>							
08/25/2021	Chavez, John Eric	Hydrant inspection				0	Complete
08/25/2021		Hydrant out of service	Hydrant's main steamer cap is seized. Hydrants doesn't drain.				Pending
<b>TOTAL:</b>						\$0	

Report displays active Hydrant work orders for date requested within the date parameter selected. Problem and resolution is generated from Description field of the work order.

# Mesilla Fire Department

Mesilla, NM

This report was generated on 9/7/2021 12:29:21 AM



## Incident Statistics

Zone(s): All Zones | Start Date: 08/01/2021 | End Date: 08/31/2021

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		25	
FIRE		20	
<b>TOTAL</b>		<b>45</b>	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
Bat31	0	0	7
Bat32	0	0	5
E32	0	0	1
SQ32	0	0	1
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>14</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		4	
Aid Received		3	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
4		8.89	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Mesilla Fire Main Station 31	0:06:44	0:04:16	
<b>AVERAGE FOR ALL CALLS</b>		<b>0:06:36</b>	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Mesilla Fire Main Station 31	0:01:53	0:01:30	
<b>AVERAGE FOR ALL CALLS</b>		<b>0:01:49</b>	
AGENCY	AVERAGE TIME ON SCENE (MM:SS)		
Mesilla Fire Department	28:38		

Only Reviewed Incidents included. EMS for Incident counts includes only 300 to 399 Incident Types. All other incident types are counted as FIRE. 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 NEMIS 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

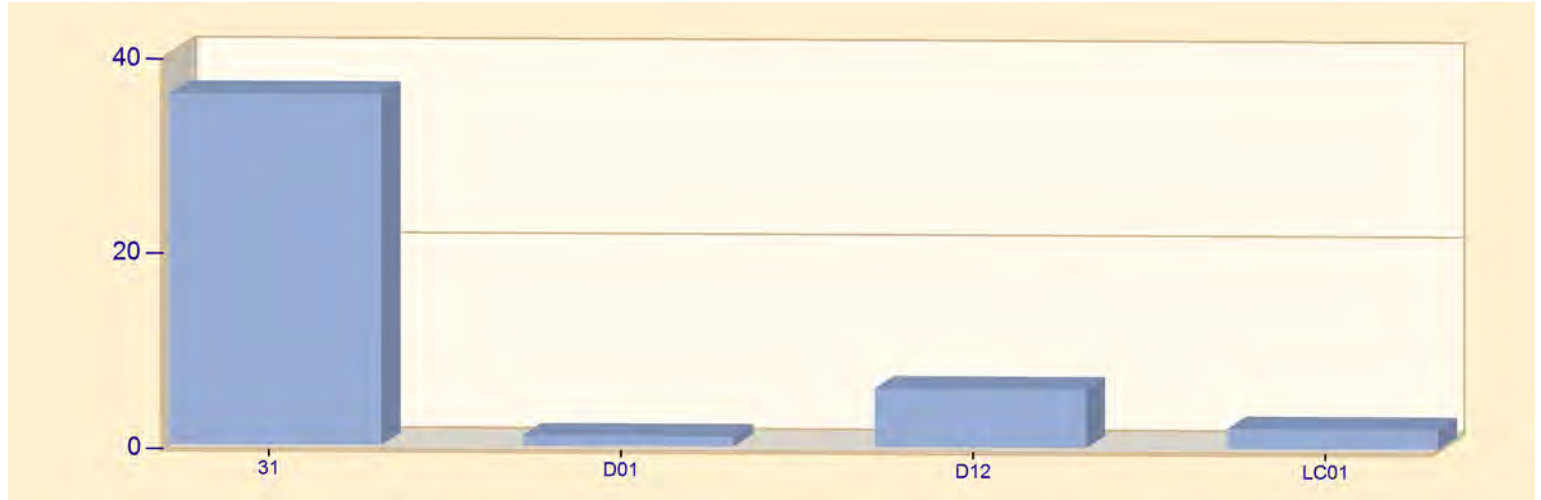
Mesilla, NM

This report was generated on 9/7/2021 12:32:09 AM



## Incident Type Count per Zone for Date Range

Start Date: 08/01/2021 | End Date: 08/31/2021



ZONES	INCIDENT TYPE	COUNT
<b>31 - Town of Mesilla</b>		
	311 - Medical assist, assist EMS crew	6
	321 - EMS call, excluding vehicle accident with injury	12
	322 - Motor vehicle accident with injuries	1
	323 - Motor vehicle/pedestrian accident (MV Ped)	1
	324 - Motor vehicle accident with no injuries.	1
	511 - Lock-out	1
	522 - Water or steam leak	2
	553 - Public service	2
	554 - Assist invalid	4
	561 - Unauthorized burning	1
	611 - Dispatched & cancelled en route	3
	735 - Alarm system sounded due to malfunction	2
	<i>Total Incidents for 31 - Town of Mesilla:</i>	36
<b>D01 - Dona Ana</b>		
	561 - Unauthorized burning	1
	<i>Total Incidents for D01 - Dona Ana:</i>	1
<b>D12 - Fairacres</b>		
	142 - Brush or brush-and-grass mixture fire	1
	311 - Medical assist, assist EMS crew	1
	321 - EMS call, excluding vehicle accident with injury	2

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
	611 - Dispatched & cancelled en route	2
	<i>Total Incidents for D12 - Fairacres:</i>	6
<b>LC01 - City of Las Cruces</b>		
	321 - EMS call, excluding vehicle accident with injury	1
	553 - Public service	1
	<i>Total Incidents for LC01 - City of Las Cruces:</i>	2
<b>Total Count for all Zone:</b>		<b>45</b>

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



# Mesilla Fire Department

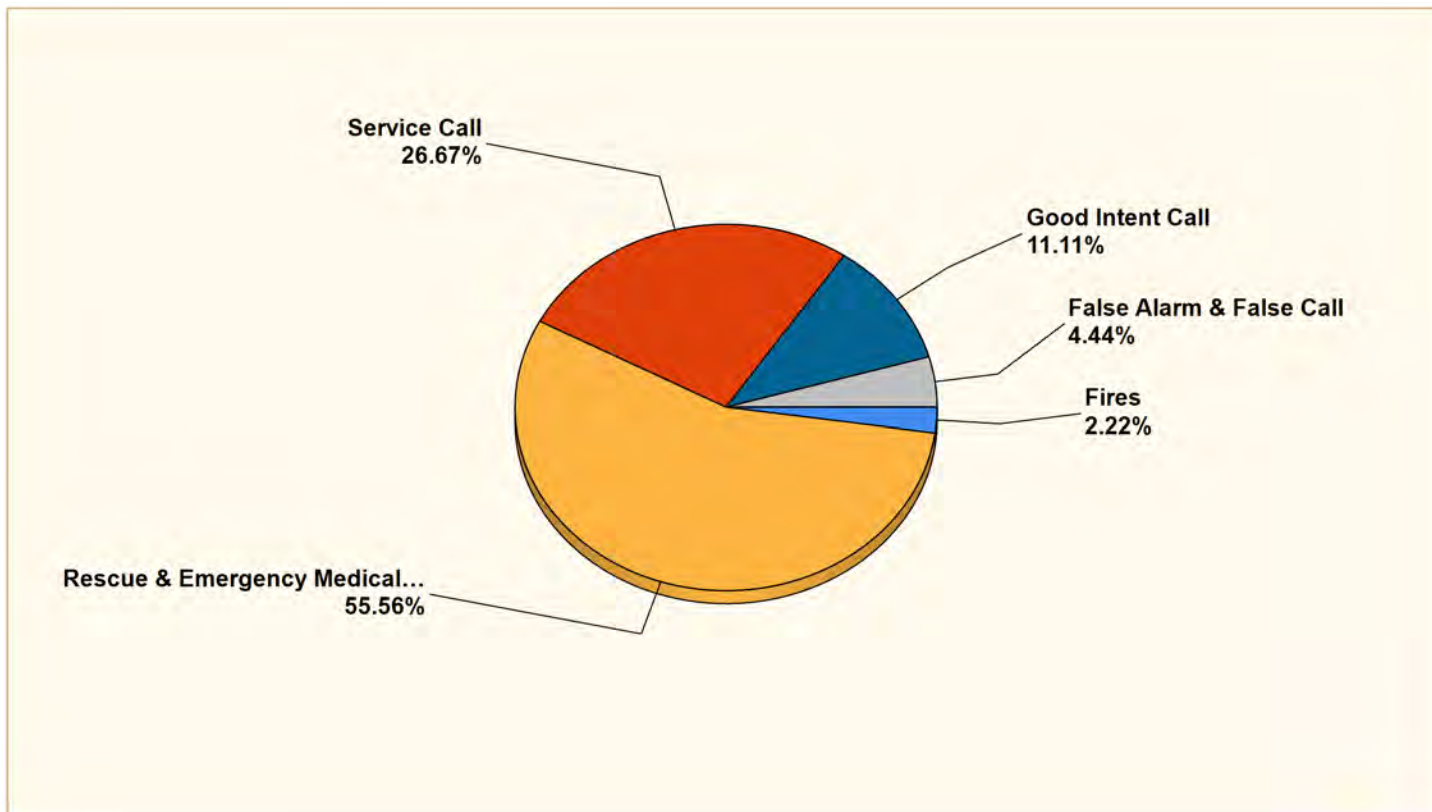
Mesilla, NM

This report was generated on 9/7/2021 12:37:27 AM



## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 08/01/2021 | End Date: 08/31/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	1	2.22%
Rescue & Emergency Medical Service	25	55.56%
Service Call	12	26.67%
Good Intent Call	5	11.11%
False Alarm & False Call	2	4.44%
<b>TOTAL</b>	<b>45</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.



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### Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
142 - Brush or brush-and-grass mixture fire	1	2.22%
311 - Medical assist, assist EMS crew	7	15.56%
321 - EMS call, excluding vehicle accident with injury	15	33.33%
322 - Motor vehicle accident with injuries	1	2.22%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	2.22%
324 - Motor vehicle accident with no injuries.	1	2.22%
511 - Lock-out	1	2.22%
522 - Water or steam leak	2	4.44%
553 - Public service	3	6.67%
554 - Assist invalid	4	8.89%
561 - Unauthorized burning	2	4.44%
611 - Dispatched & cancelled en route	5	11.11%
735 - Alarm system sounded due to malfunction	2	4.44%
<b>TOTAL INCIDENTS:</b>	<b>45</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 9/7/2021 12:36:31 AM



## Occupancies Inspected for Date Range

Start Date: 08/01/2021 | End Date: 08/31/2021

OCCUPANCY	ID	ADDRESS	ZONE	LAST INSPECTION
Acton Academy	60	1730 Tierra De Mesilla		08/12/2021
Acton launch pad	104	1750 Calle de Mercado #5, 1		08/12/2021
Acton Tuscany	105	1750 Calle de mercado #4		08/12/2021
Buffalo Swag	76	2521 Avenida de Mesilla #C		08/12/2021
Chala's (Mas Food & Beverage LLC)	5	2790 Avenida de Mesilla		08/05/2021
Dakota Dukes Wild Coyotee	102	2470 Calle de Guadalupe		08/12/2021
Double Eagle	12	2355 Calle De Guadalupe		08/05/2021
Heart of the Desert Pistachios	81	2350 Calle De principal ##C		08/05/2021
Law Office Salcedo and Company	113	1801 Avenida de Mesilla		08/12/2021
Legacy Pecans and Company	67	2355 Calle de Guadalupe #C		08/05/2021
Old Barrel Tea and Spice Co	73	2410 Calle de principal #C		08/05/2021
Rincon de Mesilla	110	2488 calle de guadalupe #B		08/12/2021
Sinuate	44	1910 Calle de Parian		08/19/2021
The Blue Door Venue	3	1750 Calle de Mercado #2		08/12/2021
The Potteries	95	2260 Calle De Santiago		08/19/2021
Topaz Beauty Company	112	1740 Calle de Mercado #D		08/05/2021
vacant	24	320 W. University AVE #1		08/19/2021
vacant	32	1740 Calle de Mercado #B		08/05/2021
Vacant	56	1799 Avenida de Mesilla		08/19/2021
Vacant	72	2172 Calle de Santiago		08/12/2021
Vintage Wine Shop	21	2461 Calle De Principal		08/12/2021
World class gourmet	103	1750 Calle de Mercado		08/12/2021

**# of Occupancies Inspected: 22**

**% Occupancies Inspected: 13.41**

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



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Doc Id: 727  
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# Mesilla Fire Department

Mesilla, NM

This report was generated on 9/7/2021 12:34:18 AM



## Response Activity Report

Start Date: 08/01/2021 | End Date: 08/31/2021

INCIDENT #	DATE	APPARATUS ID	ALARM TIME	ARRIVE TIME	RESPONSE TIME	ADDRESS	
<b>142 - Brush or brush-and-grass mixture fire</b>							
2021-00284	08/02/2021	BR31	18:13:00	18:54:00	00:41:00	123 INTERSTATE 10	
<b>Subtotal Count: 1</b>		<b>142 - Brush or brush-and-grass mixture fire   Average Response Time: 00:41:00</b>					
<b>311 - Medical assist, assist EMS crew</b>							
2021-00291	08/08/2021	BR31	12:37:27	12:45:46	00:08:19	2642 CALLE DE PRINCIPAL	
2021-00293	08/09/2021	Bat31	01:34:02	01:45:21	00:11:19	2060 CALLE DEL NORTE	
2021-00300	08/15/2021	Bat32	02:43:47	04:24:37	01:40:50	2260 CALLE DE SANTIAGO	
2021-00304	08/17/2021	Bat32	01:17:37	01:31:16	00:13:39	310 CAPRI RD	
2021-00304	08/17/2021	E32	01:17:37	01:27:32	00:09:55	310 CAPRI RD	
2021-00321	08/29/2021	E32	05:05:37	05:25:38	00:20:01	5170 NIZHONI TRL	
2021-00323	08/29/2021	Bat32	15:51:39	15:59:14	00:07:35	2170 CALLE DE PARIAN	
2021-00328	08/31/2021	Bat32	18:51:47	19:11:15	00:19:28	1300 W UNIVERSITY AVE	
<b>Subtotal Count: 8</b>		<b>311 - Medical assist, assist EMS crew   Average Response Time: 00:23:53</b>					
<b>321 - EMS call, excluding vehicle accident with injury</b>							
2021-00286	08/03/2021	Bat31	22:25:34	22:39:14	00:13:40	2839 CALLE DEL SUR	
2021-00286	08/03/2021	Bat32	22:25:34	22:37:30	00:11:56	2839 CALLE DEL SUR	
2021-00289	08/06/2021	Bat31	23:32:33	00:18:45	00:46:12	2191 CALLE DE OESTE	
2021-00289	08/06/2021	Bat32	23:32:33	23:46:29	00:13:56	2191 CALLE DE OESTE	
2021-00290	08/07/2021	Bat31	03:35:18	03:47:48	00:12:30	3573 CALLE DEL NORTE	
2021-00290	08/07/2021	Bat32	03:35:18	03:45:44	00:10:26	3573 CALLE DEL NORTE	
2021-00292	08/08/2021	Bat31	20:51:56	21:10:55	00:18:59	2720 CALLE TERCERA	
2021-00292	08/08/2021	Bat32	20:51:56	21:04:53	00:12:57	2720 CALLE TERCERA	
2021-00294	08/09/2021	Bat31	03:09:02	03:20:08	00:11:06	2689 CALLE CUARTA	
2021-00294	08/09/2021	Bat32	03:09:02	03:17:54	00:08:52	2689 CALLE CUARTA	
2021-00295	08/09/2021	Bat31	05:23:19	05:59:29	00:36:10	120 INTERSTATE 10	
2021-00298	08/12/2021	Bat31	09:20:49	09:28:09	00:07:20	2060 CALLE DEL NORTE	
2021-00298	08/12/2021	Bat32	09:20:49	09:29:03	00:08:14	2060 CALLE DEL NORTE	
2021-00301	08/15/2021	Bat32	10:11:13	10:27:02	00:15:49	2590 GLASS RD	
2021-00306	08/17/2021	Bat31	12:23:45	12:30:50	00:07:05	2385 CALLE DE GUADALUPE	
2021-00306	08/17/2021	Bat32	12:23:45	12:30:50	00:07:05	2385 CALLE DE GUADALUPE	
2021-00306	08/17/2021	BR31	12:23:45	12:30:50	00:07:05	2385 CALLE DE GUADALUPE	
2021-00313	08/22/2021	Bat32	10:12:45	10:20:03	00:07:18	2261 CALLE DE GUADALUPE	
2021-00313	08/22/2021	SQ32	10:12:45	10:20:03	00:07:18	2261 CALLE DE GUADALUPE	
2021-00316	08/24/2021	Bat31	12:27:03	12:32:50	00:05:47	2355 AVENIDA DE MESILLA	
2021-00317	08/27/2021	Bat31	04:05:13	04:15:36	00:10:23	2890 AVENIDA DE MESILLA	
2021-00317	08/27/2021	Bat32	04:05:13	04:13:43	00:08:30	2890 AVENIDA DE MESILLA	
2021-00319	08/27/2021	Bat31	20:11:49	20:44:56	00:33:07	AVENIDA DE MESILLA	
2021-00319	08/27/2021	Bat32	20:11:49	20:41:01	00:29:12	AVENIDA DE MESILLA	
2021-00325	08/30/2021	Bat31	14:27:33	14:32:00	00:04:27	2101 Stithes RD	

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



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2021-00325	08/30/2021	Bat32	14:27:33	14:33:29	00:05:56	2101 Stithes RD
2021-00326	08/30/2021	Bat31	16:49:37	16:50:01	00:00:24	W UNIVERSITY AVE
<b>Subtotal Count: 27</b> <b>321 - EMS call, excluding vehicle accident with injury   Average Response Time: 00:13:23</b>						
<b>322 - Motor vehicle accident with injuries</b>						
2021-00288	08/06/2021	Bat32	22:44:37	22:59:22	00:14:45	2355 AVENIDA DE MESILLA
<b>Subtotal Count: 1</b> <b>322 - Motor vehicle accident with injuries   Average Response Time: 00:14:45</b>						
<b>323 - Motor vehicle/pedestrian accident (MV Ped)</b>						
2021-00305	08/17/2021	Bat31	09:00:32	09:09:30	00:08:58	2011 AVENIDA DE MESILLA
<b>Subtotal Count: 1</b> <b>323 - Motor vehicle/pedestrian accident (MV Ped)   Average Response Time: 00:08:58</b>						
<b>324 - Motor vehicle accident with no injuries.</b>						
2021-00299	08/13/2021	Bat32	21:42:19	22:03:37	00:21:18	2410 CALLE DE SAN ALBINO
2021-00299	08/13/2021	E31	21:42:19	22:03:47	00:21:28	2410 CALLE DE SAN ALBINO
<b>Subtotal Count: 2</b> <b>324 - Motor vehicle accident with no injuries.   Average Response Time: 00:21:23</b>						
<b>511 - Lock-out</b>						
2021-00307	08/17/2021	Bat31	14:21:08	14:29:01	00:07:53	2600 AVENIDA DE MESILLA
<b>Subtotal Count: 1</b> <b>511 - Lock-out   Average Response Time: 00:07:53</b>						
<b>522 - Water or steam leak</b>						
2021-00308	08/19/2021	Bat31	00:21:57	00:38:32	00:16:35	2206 AVENIDA DE MESILLA
2021-00308	08/19/2021	Bat32	00:21:57	00:34:17	00:12:20	2206 AVENIDA DE MESILLA
2021-00312	08/21/2021	Bat31	16:24:37	16:39:20	00:14:43	CALLE DEL NORTE
<b>Subtotal Count: 3</b> <b>522 - Water or steam leak   Average Response Time: 00:14:32</b>						
<b>553 - Public service</b>						
2021-00285	08/03/2021	Bat31	19:35:27	19:35:27	00:00:00	AVENIDA DE MESILLA
2021-00302	08/15/2021	Bat32	20:26:05	21:45:51	01:19:46	AVENIDA DE MESILLA
2021-00322	08/29/2021	Bat32	09:03:16	09:12:12	00:08:56	2101 STITHES RD
2021-00322	08/29/2021	E32	09:03:16	09:15:13	00:11:57	2101 STITHES RD
<b>Subtotal Count: 4</b> <b>553 - Public service   Average Response Time: 00:25:09</b>						
<b>554 - Assist invalid</b>						
2021-00296	08/09/2021	Bat32	10:32:57	10:41:05	00:08:08	2890 CALLE DE GUADALUPE
2021-00309	08/19/2021	Bat31	11:36:58	11:45:32	00:08:34	204 CAPRI ARC
2021-00309	08/19/2021	Bat32	11:36:58	11:45:32	00:08:34	204 CAPRI ARC
2021-00310	08/19/2021	Bat32	14:29:27	14:40:57	00:11:30	2101 STITHES RD
2021-00324	08/29/2021	Bat31	22:51:23	23:05:13	00:13:50	2570 CALLE DE SANTIAGO
2021-00324	08/29/2021	Bat32	22:51:23	22:59:43	00:08:20	2570 CALLE DE SANTIAGO
<b>Subtotal Count: 6</b> <b>554 - Assist invalid   Average Response Time: 00:09:49</b>						
<b>561 - Unauthorized burning</b>						
2021-00297	08/11/2021	BR31	20:00:44	20:00:44	00:00:00	2860 CALLE QUINTA
2021-00303	08/16/2021	Bat32	20:26:44	20:37:42	00:10:58	2636 GLASS RD
2021-00303	08/16/2021	BR31	20:26:44	20:37:42	00:10:58	2636 GLASS RD
<b>Subtotal Count: 3</b> <b>561 - Unauthorized burning   Average Response Time: 00:07:18</b>						
<b>735 - Alarm system sounded due to malfunction</b>						
2021-00315	08/24/2021	Bat31	11:23:36	11:31:57	00:08:21	2900 BOWMAN ST
2021-00320	08/28/2021	Bat31	18:00:52	18:00:52	00:00:00	2251 CALLE DE SANTIAGO
<b>Subtotal Count: 2</b> <b>735 - Alarm system sounded due to malfunction   Average Response Time: 00:04:10</b>						
<b>Grand Total: 59</b>			<b>Average Response Time for All Incident Types: 00:15:16</b>			

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

# Mesilla Fire Department

Mesilla, NM

This report was generated on 9/7/2021 12:34:57 AM



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

Start Date: 08/01/2021 | End Date: 08/31/2021

EVENT TYPE	DATE	EVENT NAME	CATEGORY	LOCATION	HOURS	PARTICIPANTS
<b>Administration Shift</b>						
	08/02/2021	Administrative Shift (Telework)	Administrative	Tele-Work Residence	3.25	Harry Evans
	08/04/2021	Administrative Shift (Telework)	Administrative	Tele-Work Residence	2	Harry Evans
	08/11/2021	Administrative Shift (Telework)	Administrative	Tele-Work Residence	3	Harry Evans
	08/20/2021	Administrative Shift	Administrative	Fire House 31	4.5	Harry Evans
	08/28/2021	Admin shift	Administrative	Teleworking	-8	Crystal Davis-Whited
	08/29/2021	Administration Shift	Administrative	Teleworking	4	Crystal Davis-Whited, Gregory Whited
	08/31/2021	Administrative Shift (Telework)	Administrative	Tele-Work Residence	2.75	Harry Evans

**Total Hours for Administration Shift: 11.5**

<b>Daily Operations Shift</b>						
	08/02/2021	B- Shift	Shifts	Fire Station 31	7.5	Alexander Aguilar, Ines Thunhorst
	08/04/2021	C Shift	Shifts	Station 31	9.25	Travis Rogers
	08/08/2021	A-Shift	Shifts	Firehouse 31	16	Michael Dove, Sebastian Linares-Chacon, Humberto Manriquez, Louis Reyna, Gabriel Rodriguez
	08/09/2021	C Shift	Shifts	Fire House 31	8	Tyler Brown
	08/10/2021	A-Shift	Shifts	Firehouse 31	15.5	Sebastian Linares-Chacon, Humberto Manriquez, Louis Reyna, Gabriel Rodriguez, Xavier Sanchez
	08/13/2021	A-Shift	Shifts	Firehouse 31	18	Katrina Arguello, Michael Dove, Humberto Fernandez III, Sebastian Linares-Chacon, Gabriel Rodriguez, Xavier Sanchez

Only LOCKED events included.



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EVENT TYPE	DATE	EVENT NAME	CATEGORY	LOCATION	HOURS	PARTICIPANTS
	08/13/2021	A Shift	Shifts	Fire Station 31	7.5	Alexander Aguilar, Ines Thunhorst
	08/14/2021	B Shift	Shifts	Firehouse 31	5	Trevor Frieze
	08/16/2021	A-Shift	Shifts	Firehouse 31	16	Tyler Brown, Gabriel Franco, Sebastian Linares-Chacon, Humberto Manriquez, Xavier Sanchez, Jasha Zapien
	08/17/2021	B-Shift	Shifts	Firehouse 31	4	Humberto Manriquez
	08/17/2021	B Shift	Shifts	Station 31	8.5	Travis Rogers
	08/18/2021	C Shift	Shifts	Fire House 31	15.5	Tyler Brown, Humberto Fernandez III, Xavier Sanchez
	08/19/2021	A Shift	Shifts	Fire House 31	5	Tyler Brown, Humberto Fernandez III
	08/20/2021	B Shift	Shifts	Firehouse 31	15	Jasha Zapien
	08/20/2021	B-Shift	Shifts	Fire station 31	6.25	Ines Thunhorst
	08/22/2021	A Shift	Shifts	Firehouse 31	24	Trevor Frieze
	08/22/2021	A-Shift	Shifts	Firehouse 31	11	Sebastian Linares-Chacon, Louis Reyna
	08/23/2021	B-Shift	Shifts	Station 31	16	Tyler Brown, Humberto Fernandez III, Gabriel Franco, Xavier Sanchez, Daniel Villagrana, Jasha Zapien
	08/25/2021	A-Shift	Shifts	Firehouse 31	19	John Chavez, Sebastian Linares-Chacon, Louis Reyna
	08/28/2021	A-Shift	Shifts	Station 31	16	Michael Dove, Humberto Manriquez, Louis Reyna, Gabriel Rodriguez
	08/30/2021	C Shift	Shifts	Firehouse 31	14.5	Tyler Brown, Humberto Fernandez III, Gabriel Franco, Xavier Sanchez, Jasha Zapien
	08/31/2021	A-Shift	Shifts	Firehouse 31	12	Sebastian Linares-Chacon, Louis Reyna, Gabriel Rodriguez

**Total Hours for Daily Operations Shift: 269.5**

Prevention Division Shift						
	08/12/2021	Inspections	Prevention Event	Town of Mesilla	7.5	Gregory Whited
	08/19/2021	Inspections	Prevention Event	Town of Mesilla	6	Gregory Whited
	08/21/2021	Hydrant validations	Prevention Event	Telework	4	Gregory Whited
	08/26/2021	Rope in-service set up	Prevention Event	Station 31	6	Gregory Whited

**Total Hours for Prevention Division Shift: 23.5**

Only LOCKED events included.



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# Mesilla Fire Department

Mesilla, NM

This report was generated on 9/7/2021 1:02:17 AM



## Total Hours by Personnel for Date Range for Pay Grade

Pay Grades: All Pay Grades | Start Date: 08/01/2021 | End Date: 08/31/2021

PERSONNEL	INCIDENT TIME	TRAINING TIME	EVENT TIME	TOTAL TIME
Aguilar, Alexander J	0:00	6:00	14:00	20:00
Arguello, Katrina M	1:18	59:00	5:00	65:18
Boyd, Lachlan James	0:00	6:00	0:00	6:00
Brown, Tyler Scott	2:53	76:00	66:30	145:23
Chavez, John Eric	0:00	0:00	19:00	19:00
Davis-Whited, Crystal L	0:02	79:00	7:00	86:02
Dove, Michael Scott	2:50	71:00	32:00	105:50
Embury, Andy G.	42:34	58:00	0:00	100:34
Evans, Harry A	0:53	13:30	15:30	29:53
Fernandez III, Humberto	1:26	70:00	52:30	123:56
Franco, Gabriel Zane	1:38	76:00	40:00	117:38
Frietze, Trevor R	39:10	0:00	30:00	69:10
Gamrath, Alan R	0:00	56:00	0:00	56:00
Klebansky, George A	59:02	13:00	0:00	72:02
Linares-Chacon, Sebastian	5:10	56:00	75:30	136:40
Manriquez, Humberto	4:44	0:00	47:00	51:44
Molinar, Junshiro Lazos	0:00	11:00	0:00	11:00
Reyna, Louis Nathen	0:00	0:00	50:00	50:00
Rodriguez, Gabriel	1:20	0:00	56:30	57:50
Rogers, Travis Adam	0:59	56:00	18:42	75:41
Rossman, Tabitha A	0:00	11:00	0:00	11:00
Sanchez, Xavier	2:35	73:00	68:30	144:05
Thunhorst, Ines C	0:00	12:00	21:15	33:15
Villagrana, Daniel Jose	0:00	11:00	12:00	23:00
Whited, Gregory E	1:01	84:00	27:30	112:31
Zapien, Jasha C	0:35	75:00	50:00	125:35
			<b>TOTAL</b>	<b>1848:46:00</b>



# Mesilla Fire Department

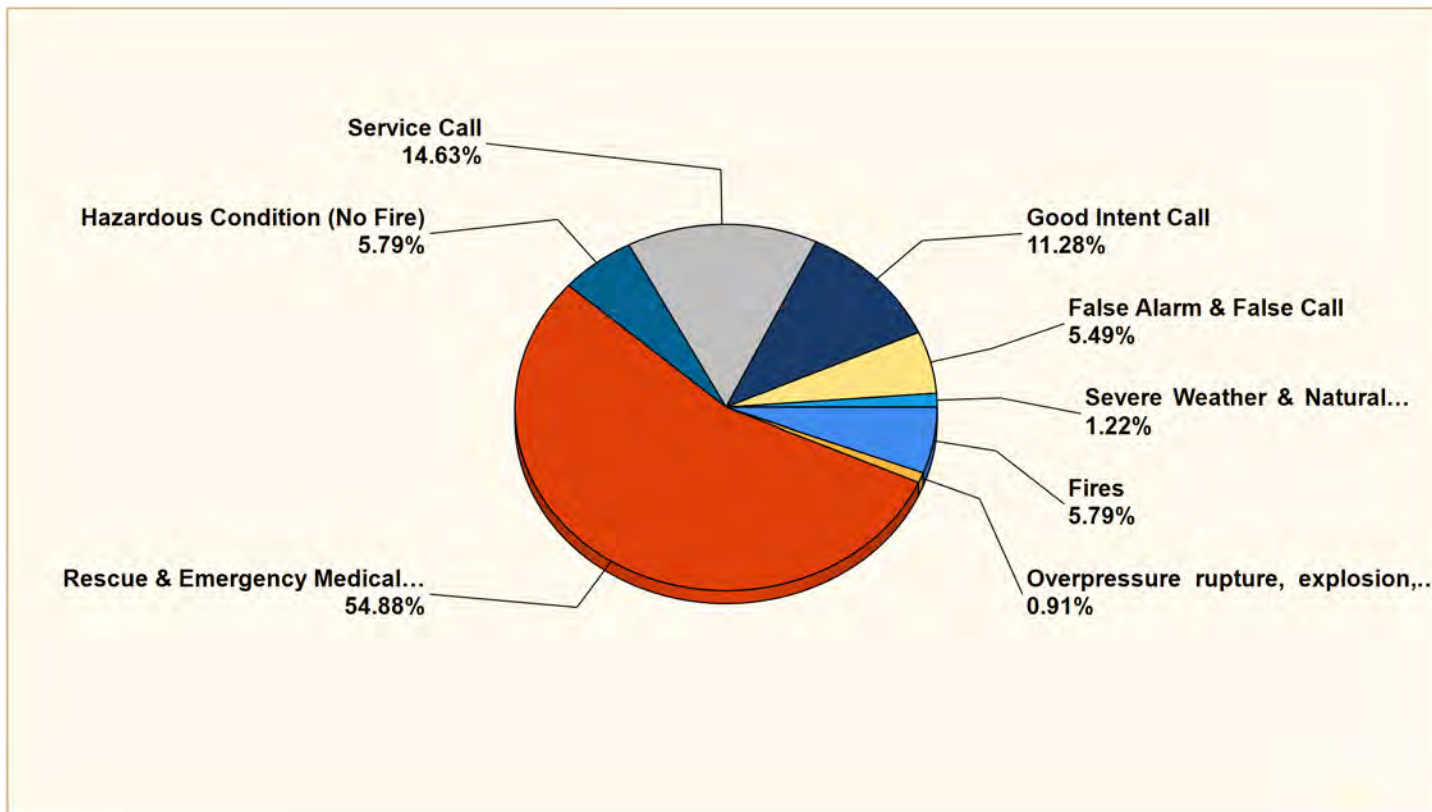
Mesilla, NM

This report was generated on 9/7/2021 12:38:18 AM



## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2021 | End Date: 08/31/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	19	5.79%
Overpressure rupture, explosion, overheating - no fire	3	0.91%
Rescue & Emergency Medical Service	180	54.88%
Hazardous Condition (No Fire)	19	5.79%
Service Call	48	14.63%
Good Intent Call	37	11.28%
False Alarm & False Call	18	5.49%
Severe Weather & Natural Disaster	4	1.22%
<b>TOTAL</b>	<b>328</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.



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### Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	0.3%
111 - Building fire	7	2.13%
132 - Road freight or transport vehicle fire	2	0.61%
140 - Natural vegetation fire, other	2	0.61%
142 - Brush or brush-and-grass mixture fire	5	1.52%
143 - Grass fire	1	0.3%
151 - Outside rubbish, trash or waste fire	1	0.3%
243 - Fireworks explosion (no fire)	3	0.91%
311 - Medical assist, assist EMS crew	28	8.54%
321 - EMS call, excluding vehicle accident with injury	97	29.57%
322 - Motor vehicle accident with injuries	21	6.4%
323 - Motor vehicle/pedestrian accident (MV Ped)	3	0.91%
324 - Motor vehicle accident with no injuries.	5	1.52%
341 - Search for person on land	1	0.3%
361 - Swimming/recreational water areas rescue	1	0.3%
381 - Rescue or EMS standby	24	7.32%
412 - Gas leak (natural gas or LPG)	9	2.74%
413 - Oil or other combustible liquid spill	1	0.3%
421 - Chemical hazard (no spill or leak)	1	0.3%
440 - Electrical wiring/equipment problem, other	1	0.3%
444 - Power line down	6	1.83%
481 - Attempt to burn	1	0.3%
511 - Lock-out	7	2.13%
520 - Water problem, other	1	0.3%
522 - Water or steam leak	4	1.22%
550 - Public service assistance, other	1	0.3%
551 - Assist police or other governmental agency	1	0.3%
552 - Police matter	4	1.22%
553 - Public service	6	1.83%
554 - Assist invalid	17	5.18%
561 - Unauthorized burning	7	2.13%
611 - Dispatched & cancelled en route	31	9.45%
622 - No incident found on arrival at dispatch address	2	0.61%
631 - Authorized controlled burning	2	0.61%
651 - Smoke scare, odor of smoke	2	0.61%
715 - Local alarm system, malicious false alarm	1	0.3%
733 - Smoke detector activation due to malfunction	2	0.61%
735 - Alarm system sounded due to malfunction	7	2.13%
741 - Sprinkler activation, no fire - unintentional	1	0.3%
744 - Detector activation, no fire - unintentional	1	0.3%
745 - Alarm system activation, no fire - unintentional	6	1.83%
800 - Severe weather or natural disaster, other	2	0.61%
812 - Flood assessment	1	0.3%
813 - Wind storm, tornado/hurricane assessment	1	0.3%
<b>TOTAL INCIDENTS:</b>	<b>328</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 MARSHAL DEPARTMENT

P.O. BOX 10 MESILLA, NM 88046 PHONE 575-526-4138 FAX 575-652-3776

To: Honorable Mayor and Mesilla Board of Trustees

This is the Monthly Report for August 2021, for the Mesilla Marshal's Department:

911 hang ups	8	Disturbances	16
Agency assist	4	Disorderly	3
ACO calls	7	Domestic	8
Aco	1	Fight	4
Custody	2	Verbal	1
Dead	1	DWI	1
Sick	1	Foot patrol	1
Snake	2	Frequent patrol	6
Assault	2	Found property	1
Auto theft	2	GSV (assist LCPD)	1
Behavioral	2	Harassment	1
Bleeding	2	Illegal burn	1
Burglary alarm	9	Illegally parked vehicle	3
Chest pain	1	Information report	10
Child birth	1	Lift assist	3
Civil standby	4	Medical Alarm	4
Codes	6	Motor Vehicle Crashes	10
CPR adult	2	Hit and run crash	35
Child	1	Injury crash	2
		Non-injury crash	3

Obstruction	1
Out w/subject	1
Panic alarm	2
Phone call	12
Prisoner Transport	7
Prowler	2
Public assist	4
Reckless driver	3
Shots fired	1
Supplement	4
Suicidal subject	3
Suspicious activity	11

Activity	4
Person	1
Vehicle	6
Theft	3
Threats	3
Trauma	6
Traffic control	22
Traffic stops	67
Trespassing	1
Unconscious person	1
Vandalism/graffiti	1
Warrant service	2
<u>Welfare check</u>	<u>2</u>
Total # of calls for service	268

Thank you,

Enrique Salas,  
Marshal




# TOWN OF MESILLA

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

## MEMORANDUM

Date: September 1, 2021

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

FROM: Rodney J. McGillivray, Public Works Director 

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

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

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

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

Covid disinfectant fogging for Town Hall and Community Center  
Continued pressure washing at Plaza  
Calle del Norte Trail maintenance  
Sweeper repairs completed  
Tree clean up on Avenida de Mesilla from accident  
Tree trimming at Plaza  
Trimmed trees in easement on Calle del los Huertos  
Trimmed and sprayed easements along Calle del Sur

Carpet replacement at SCCOG offices Community Center  
Back door repair/adjustment at Town Hall  
Repairs to irrigation at Mesilla Elem.  
Pothole at Capri and Bowman  
Cleaned out storm drain Avenida de Mesilla and Parian  
Pothole work on Santiago  
Plaza brick repair  
Re-stripped parking and curbs at Plaza  
Fire Hydrant emergency work at Santo Thomas  
Cut and spray weeds  
Pot hole repairs  
Replaced signs with graffiti on Calle del Sur  
Sign repairs  
Street and parking lot cleaning

**Project update:**

**Los Arenales - LGRF (2020-2021)** – Project is complete. Project close-out documentation underway.

**Booster Pump Replacement** – Coordination with BLM and NMED is underway for project 60% design.

**SCADA** – Proposal for engineering and design services needed in order to complete grant acceptance.

**Playground Equipment** – Community Center Park playground equipment is 95% complete. Baseball playground equipment installation is underway.

**Calle del Norte Trail Phase II** – Project documents are considered 75% complete. Certifications and coordination with IBWC and NMDOT for 60% documents are underway. Project is anticipated to be ready for bidding end of November.