



Town of Mesilla, New Mexico

THE PLANNING, ZONING AND HISTORICAL APPROPRIATENESS COMMISSION
(PZHAC) WILL HOLD A WORK SESSION AND A REGULAR MEETING AT THE MESILLA TOWN HALL,
2231 AVENIDA DE MESILLA.
MONDAY- MARCH 6, 2023, AT 6:00 PM

AGENDA

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL AND DETERMINATION OF A QUORUM
3. CHANGES / APPROVAL OF AGENDA
4. PUBLIC INPUT

The public is invited to address the commission regarding items listed on the agenda as allowed by the chair. You can also email your comments to clerktreasurer@mesillanm.gov at least twenty-four (24) hours prior to the meeting.

5. APPROVAL OF CONSENT AGENDA

**Note: Items on the Consent Agenda, indicated by an asterisk (*), will be voted on with one motion unless a commissioner requests that a specific item be removed for discussion.*

- a. **PZHAC MINUTES:** February 21, 2023, meeting minutes

6. NEW BUSINESS

- a. **BUSINESS LIC #1075** – Freedom Forever New Mexico, LLC, submitted by Greg Albright. Construction company based El Paso TX. Request license to do business within our jurisdiction.
 - b. **PZHAC Case #061470** – 2691 Calle Principal submitted by Joseph W Foster, requesting approval to build an addition to his primary residence. ZONED: **Historical Residential (HR)**
 - c. **PZHAC Case #061525** – 2835 Teresita Pl, submitted by Jackie Scholten, requesting approval to remove existing windows and replace with new windows from Infinity. ZONED: **Historical Residential (HR)**
 - d. **PZHAC Case #061540** – 2890 Teresita Pl, submitted by Donald Murphy for a re-roof and repairs, to include stucco cap. ZONED: **Historical Residential (HR)**
 - e. **PZHAC Case #061549** – 2488 Calle de Guadalupe, submitted by Juan Albert, to request building permit to install commercial equipment in his business. ZONED: **Historical Commercial (HC)**

- f. **PZHAC Case #061550** – 1910 Calle de Parian, submitted by Lilian Grijalva, requesting approval to renovate building; repair flooring to previous condition, repair adobe walls damaged by water due to a leaky roof, paint interior/exterior walls with original color. ZONES: **Historical Commercial (HC)**
- g. **PZHAC Case #061551** - 1910 Calle de Parian, submitted by Lilian Grijalva, requesting approval to re-roof structure. Roof has been neglected for some time, and needs to be redone. ZONED: **Historical Commercial (HC)**

7. COMMISSIONERS / STAFF COMMENTS

8. ADJOURNMENT

NOTICE

If you need an accommodation for a disability to enable you to fully participate in the hearing or meeting, please contact us at 524-3262 at least 48 hours prior to the meeting.

Posted on 2/17/2023 at the following locations: Town Hall - 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; Ristramnn - 2531 Avenida de Mesilla, and the U.S. Post Office - 2253 Calle de Parian.

BOARD ACTION FORM

AGENDA DATE

PZHAC: March 6, 2023

BOT:

ITEM: BUSINESS LICENSE #1075 – Freedom Forever New Mexico, LLC, submitted by Greg Albright.

BACKGROUND AND ANALYSIS: Construction company based out of Temecula, CA with a local at 12135 Esther Lama El Paso, TX 79936. Seeking to do business within our jurisdiction.

IMPACT:

- 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:

- Applicant is licensed through New Mexico CID, contractor #401682. License is up for renewal with CID on 3/31/23.

ALTERNATIVES:

The Planning, Zoning and Historical Appropriateness Commission (PZHAC) 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.

DEPARTMENT RECOMMENDATIONS:

- Staff recommends approval, all necessary documents in order.

SUPPORTING INFORMATION:

- Application
- Tax ID Registration Certificate
- Construction License and NM ID



2231 Avenida de Mesilla
P.O. Box 10
Mesilla, NM 88046

No.: 1075

Phone: (575) 524-3262 Fax: (575) 541-6327

Business Registration Application

Please fill out all the information on this form by typing or using blue or black ink. Return update form to the Community Development's Office in person, by email, fax or mail. Please contact us at (575) 524-3262 with any questions. **Note:** A separate business registration application form should be completed for each business location.

Please check one: Business Registration Application Is: New Renewal

Name of Business: Freedom Forever New Mexico, LLC

Name of Applicant: Greg Albright

Business Location: 12135 Esther Lama Drive, Ste 1100, El Paso, TX 79936

Mailing Address (Street # or P.O. Box): 43445 Business Park Drive, Ste 104 Temecula, CA 92590

E-Mail Address: licenses@freedomforever.com

City: Temecula State: CA Zip Code: 92590

Phone # of Business: (800) 885-9450

Location of Business: Street 12135 Esther Lama Drive, Ste 1100

City: El Paso State: TX Zip Code: 79936

PROPERTY INFORMATION

Is property: owned leased

Property Owner: _____

Property Owner Address: _____

Property Owner Phone #: _____

Additional Information

Square Footage of Business: _____

Number of Employees: _____

Number of Parking Spaces: _____

Zoning Code: _____

Continue to next page>>>>

State or Federal Licensing Information:

If your business requires one of the following Licenses/Permits, you **MUST** submit a copy with your application.

- NM Environment Department Food Permit
- Federal Environmental Protection Agency Permit(s)
- NM Contractor's License
- NM Medical/Pharmaceutical License(s)
- NM Cosmetology/ Barbers License
- NM Real Estate/Broker License
- Well Drillers
- NM Veterinary Medicine
- Federal Firearms License
- Any other License(s)

401682

03/31/2023

License #

Expiration Date

Type of business (Please describe product(s) and/or service(s) IF they have changed):

Photovoltaic Installation

Business Owner Is: Sole Proprietorship ___ Partnership ___ Corporation ___ Other LLC

You **MUST** submit a copy of your New Mexico BTIN with your application.

Current New Mexico BTIN #: 03-516655-00-0

(The location code for reporting earnings received in the Town of Mesilla is 07-303.)

EMERGENCY CONTACT INFORMATION

Responsible party to be called in case of emergency. Enter name in order of contact (please print):

24 HOUR EMERGENCY PHONE #: _____

- | Name | Telephone # |
|----------|-------------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |

Do you have an alarm system? Yes ___ No ___

What Type? _____

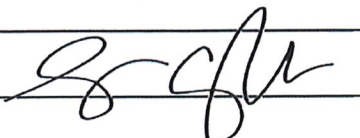
Which Company, if any, Responds to Alarms? _____

By signing this form, I attest that the information I have provided herein is true and accurate to the best of my knowledge. I certify that I am authorized to sign the same as an agent on behalf of the above stated business. I agree to pay all associated fees including: the annual business registration fee and other permit fees as required by the Town of Mesilla. I understand that I must file any changes to my business status, operations, and/or contact information with the Community Development office in a timely manner.

Greg Albright

Printed Name:

Signature:



022/06/2023

Date:

President

Title:

Fire Department Inspection Verification

Schedule fire and building inspections AFTER Town staff provides approved application back to you in the following order: 1) Mesilla Fire Marshall's Office (FMO) 575-523-1311. Please retain the Yellow Fire Inspection Report issued by FMO.

A legible copy of the YELLOW Fire Inspection Report issued by FMO, must be returned by the applicant to the Community Development office.

Fire Department Representative Verification: _____

Fire Inspection Date: _____

Approved: Yes _____ No _____

STATE OF NEW MEXICO
CONSTRUCTION INDUSTRIES DIVISION

FREEDOM FOREVER NEW MEXICO LLC

LICENSE NUMBER

401682

Qualifying Party(s)

ALBRIGHT GREGORY

EXPIRES

03/31/2023

CLASSIFICATION(S)

EE08, GB02



Gregory Albright
DIRECTOR

This card is the property of the CID and shall be surrendered upon demand.



Audit & Compliance Division
Albuquerque District

Michelle Lujan Grisham
Governor

Stephanie Schardin Clarke
Cabinet Secretary

LYNETTE WILKERSON
FREEDOM FOREVER NEW MEXICO, LLC
43445 BUSINESS PARK DR STE 110
TEMECULA, CA 92590

January 23, 2020
CRS: 03-516655-00-0
Letter ID: L0481634992

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 23-Jan-2020	IDENTIFICATION NUMBER 03-516655-00-0	Business Start Date 01-Apr-2020
Business Location 43445 BUSINESS PARK DR STE 110		Business End Date
City and State TEMECULA, CA		Zip Code 92590
Taxpayer Name FREEDOM FOREVER NEW MEXICO, LLC		Taxpayer Type LLC
Firm Name FREEDOM FOREVER NEW MEXICO, LLC		Filing Frequency Quarterly
Mailing Address 43445 BUSINESS PARK DR STE 110		
City and State TEMECULA, CA		Zip Code 92590

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By 

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

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Firm Name FREEDOM FOREVER NEW MEXICO, LLC		Filing Frequency Quarterly
Mailing Address 43445 BUSINESS PARK DR STE 110		
City and State TEMECULA, CA		Zip Code 92590

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Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

BOARD ACTION FORM

AGENDA DATE

PZHAC: March 6, 2023

BOT:

ITEM: PZHAC CASE #061470 – 2691 Calle Principal, submitted by Joseph W. Foster requesting approval to build an addition to his primary residence. Zone: **Historical Residential (HR)**

BACKGROUND AND ANALYSIS: Mr. Foster has previously submitted application to PZHAC but was advised to break down project into 3 or more phases. This application is phase 2 of 3.

IMPACT:

- 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:

- Zoned Historical Residential: if approved, will require a second approval from BOT
- Previously submitted to PZHAC, was requested to break down into smaller projects

ALTERNATIVES:

The Planning, Zoning and Historical Appropriateness Commission (PZHAC) 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.

DEPARTMENT RECOMMENDATIONS:

- Approval recommended based on:
- Meet Historical Development Standards; [18.35.060](#)
- Met all requirements on Architectural Styles and Standards-Territorial checklist; [18.33.170](#)
- Prepaid all permit/review fees; [15.15.040](#)
- FEMA Non-flood zone; [15.05](#) Flood Damage Prevention

SUPPORTING INFORMATION:

- Application
- Site Plan
- FEMA floor record/map
- Site Plan
- Example pics to show experience
- Property Tract Description
- Plat of Survey
- Aerial/Street Pics with proposed digital outline work



PAID

**TOWN OF MESILLA
APPLICATION FOR BUILDING PERMIT**

Permit Fee \$ 250.00
Review Fee \$ 40.00
Total Fee \$ 290.00

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

CASE NO. 061470 ZONE: HA CODE: AC APPLICATION DATE: 9-19-22



Joseph W. Foster 850-502-9237

Name of Property Owner 2691 Calle Principal, #626, Mesilla, NM 88046
Property Owner's Telephone Number

Property Owner's Mailing Address foster.joseph.w@gmail.com
City State Zip Code

Property Owner's E-mail Address Self

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

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

Address of Proposed Work: 2691 Calle de Principal, Mesilla, NM 88046

Description of Proposed Work: Addition of approximately 200 square feet of enclosed living space to the residence.
PHASE 2

THIS APPLICATION SHALL INCLUDE ALL OF THE FOLLOWING **Plan sheets are to be no larger than 11 x 17 inches or shall be submitted electronically.**

- 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.
- 7. Proof of legal access to the property.
- 8. Drainage plan.
- 9. Details of architectural style and color scheme (checklist included for Historical zones) – diagrams and elevations.
- 10. 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).
- 11. Proof of legal access to the property.
- 12. Other information as necessary or required by the Town Code or Community Development Department.

\$20,000 [Signature] 12 September 2022
Estimated Cost Signature of Applicant Date

Application Fee is due at time of submittal. Apart from administrative approvals, all permit requests must undergo a review process from staff, PZHAC and/or BOT before issuance of a building permit. **All Building permits expire after one year from date issued.**

FOR OFFICIAL USE ONLY

PZHAC Administrative Approval 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: _____



PHYSICAL | **MAILING**
1985 Calle De Colon | P.O. BOX 1570
Mesilla NM, 88046 | Mesilla NM, 88046

info@moysurveying.com
(575) 525-9683 + F: (575) 524-3238
www.moysurveying.com

AUGUST 22, 2022
DESCRIPTION OF A 0.069 ACRE TRACT

Tract 1

A tract of land situate in in the Town of Mesilla, Doña Ana County, New Mexico in Section 25, T.23S., R.1E., N.M.P.M. of the U.S.R.S. Surveys. Being part of U.S.R.S. Tract 11A-62 and more particularly described as follows to wit:

Beginning at an iron rod found on the North line of Calle De Cura and on the East line of Calle De Principal for the Southwest corner of this tract herein described, being IDENTICAL to the Southwest corner of U.S.R.S. Tract 11A-62;

Thence from POINT OF BEGINNING, leaving the North line of said Calle De Cura, along the East line of said Calle De Principal, N 38° 34' 37" W for a distance of 36.31 feet to an iron rod found for the Northwest corner of this tract;

Thence leaving the East line of said Calle De Principal, N 51° 22' 51" E for a distance of 26.40 feet to an angle point on this tract;

Thence S 37° 58' 54" E for a distance of 6.14 feet to an angle point on this tract;

Thence N 50° 52' 56" E for a distance of 60.16 feet to an iron rod found on the West line of Calle De Guadalupe for the Northeast corner of this tract;

Thence along the West line of said Calle De Guadalupe, S 39° 03' 57" E for a distance of 35.28 feet to an iron rod found on the North line of said Calle De Cura for the Southeast corner of this tract;

Thence leaving the West line of said Calle De Guadalupe, along the North line of said Calle De Cura, S 54° 24' 20" W a distance of 86.91 feet to the POINT OF BEGINNING, containing 0.069 acres of land, more or less. Subject to any reservations, restrictions and easements of record.

Job #22-0543
am



2691 Calle Principal

Joe & Elaine Foster

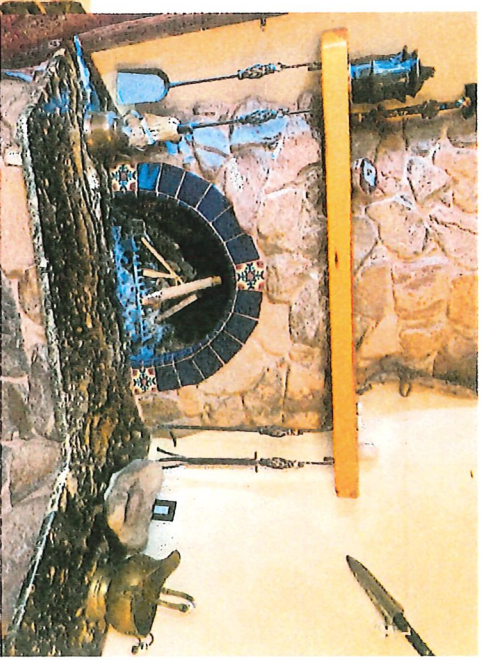
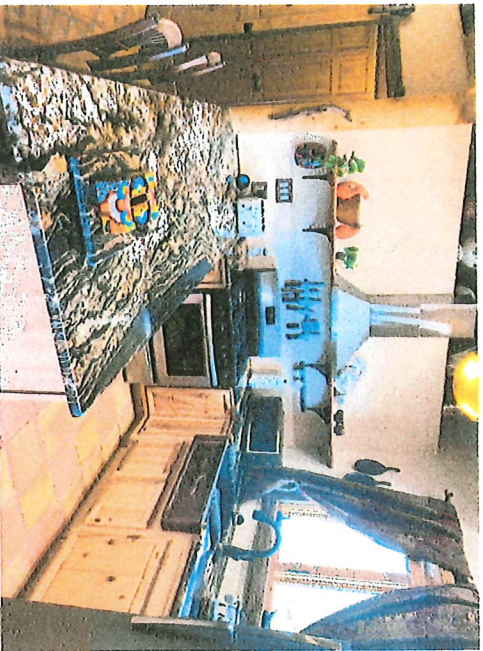
Projects to be completed

- Add approx. 200 sq ft of living area
- Straighten roofline from past multiple (poor) additions and add parapets to improve “Old Mesilla” aesthetic

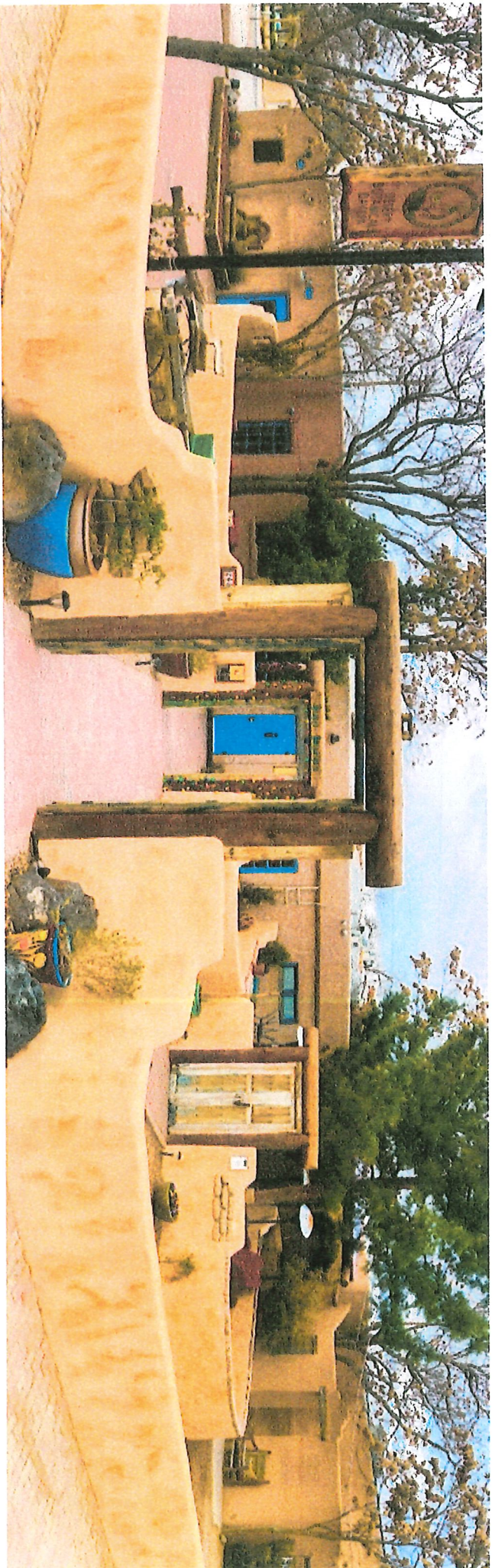
Experience

- 40 years of construction experience
- This is our fourth new construction/old construction project here in the Las Cruces/Mesilla area
 - Complete interior build out of casita at 10090 Black Hills Road
 - Complete restoration inside and out of 2488 Calle de Guadalupe
 - Currently responsible for building casita for Holy Cross Retreat Center
- This new project at 2691 Principal will be our primary residence

10090 Black Hills Road Casita



2488 Calle de Guadalupe





PHYSICAL MAILING
1985 Calle De Colon P.O. BOX 1570
Mesilla NM, 88046 Mesilla NM, 88046

info@moysurveying.com
(575) 525-9683 + F: (575) 524-3238
www.moysurveying.com

AUGUST 22, 2022
DESCRIPTION OF A 0.069 ACRE TRACT

Tract 1

A tract of land situate in in the Town of Mesilla, Doña Ana County, New Mexico in Section 25, T.23S., R.1E., N.M.P.M. of the U.S.R.S. Surveys. Being part of U.S.R.S. Tract 11A-62 and more particularly described as follows to wit:

Beginning at an iron rod found on the North line of Calle De Cura and on the East line of Calle De Principal for the Southwest corner of this tract herein described, being IDENTICAL to the Southwest corner of U.S.R.S. Tract 11A-62;

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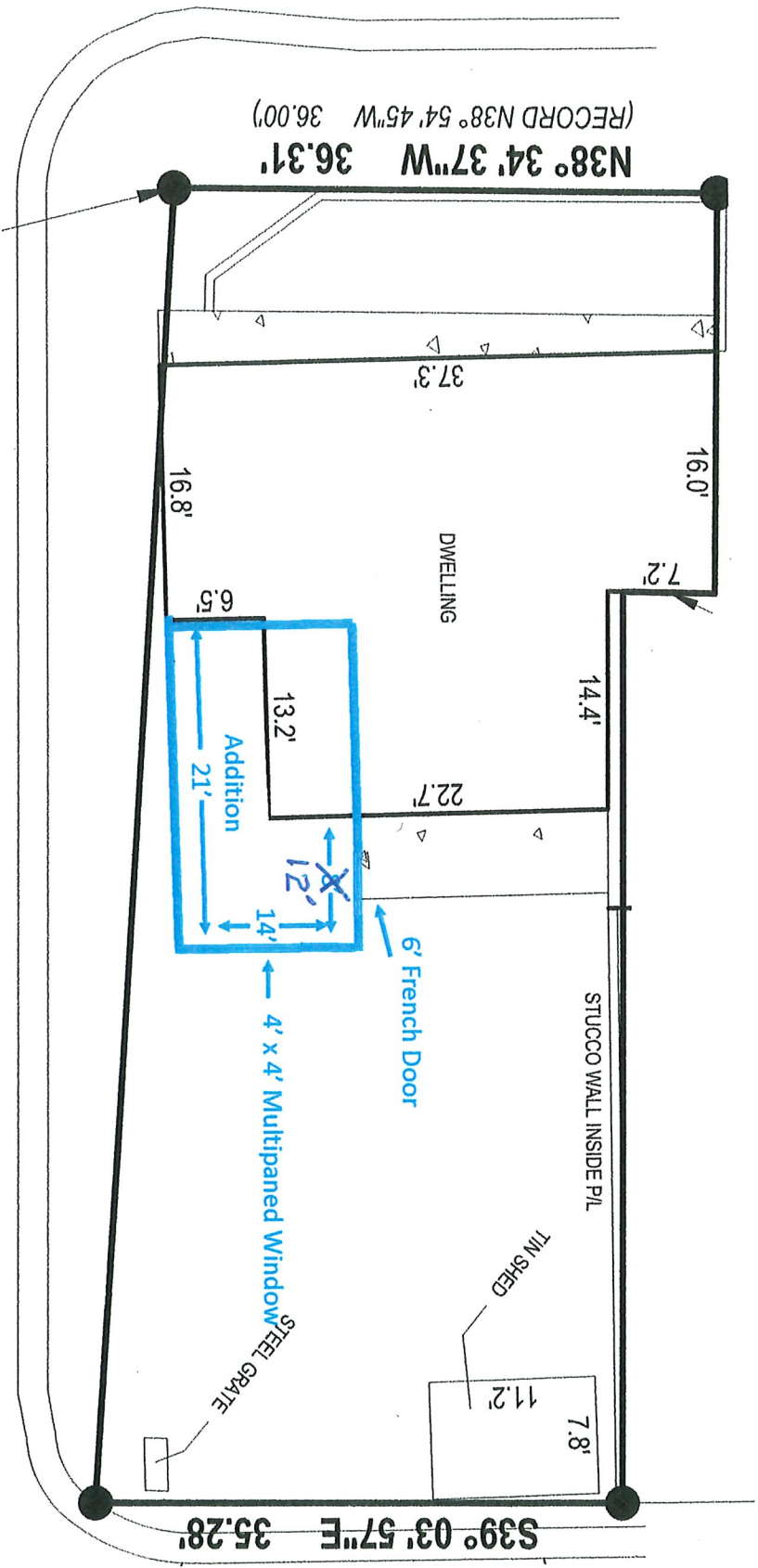
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Job #22-0543
am





N38° 34' 37" W 36.31'
 (RECORD N38° 54' 45" W 36.00')

S39° 03' 57" E 35.28'

DWELLING

STUCCO WALL INSIDE P/L

TIN SHED

STEEL GRATE

6' French Door

4' x 4' Multipaned Window

Addition

7.8'

11.2'

14.4'

22.7'

13.2'

6.5'

7.2'

16.0'

37.3'

16.8'



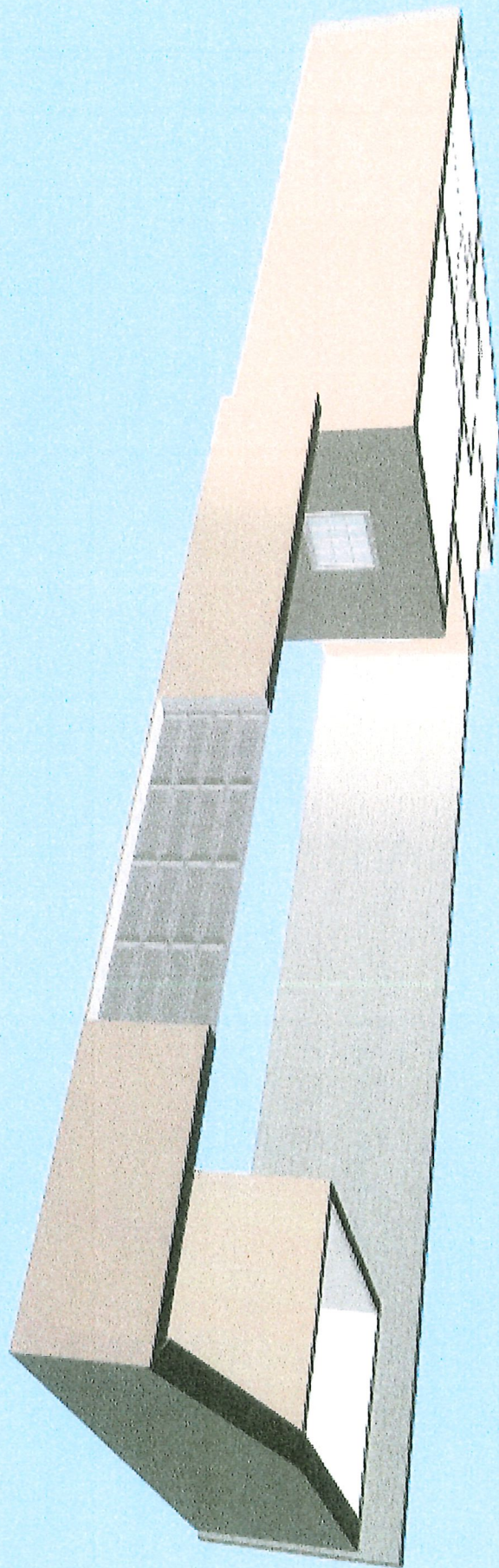
CALE DE CURA

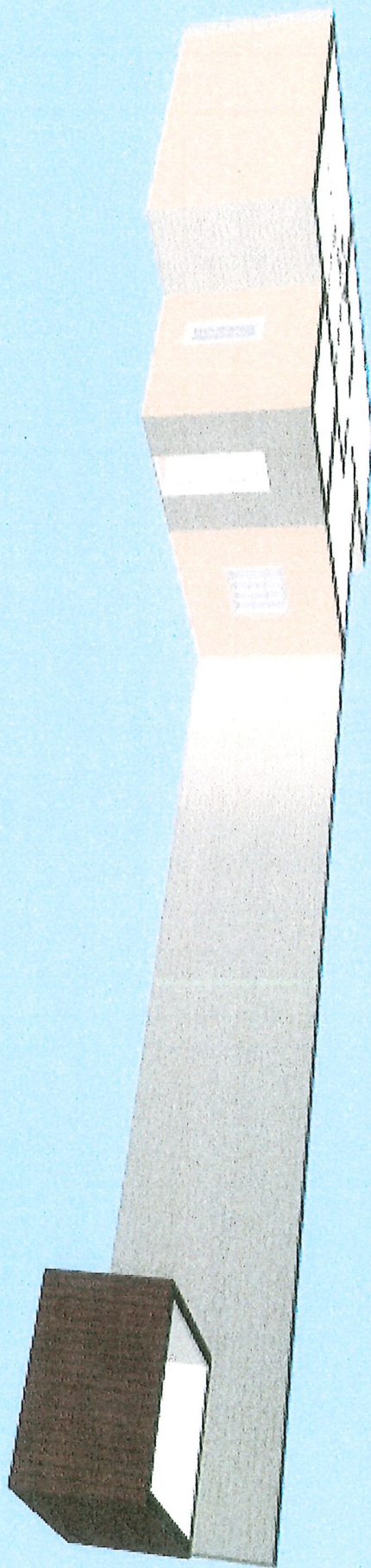


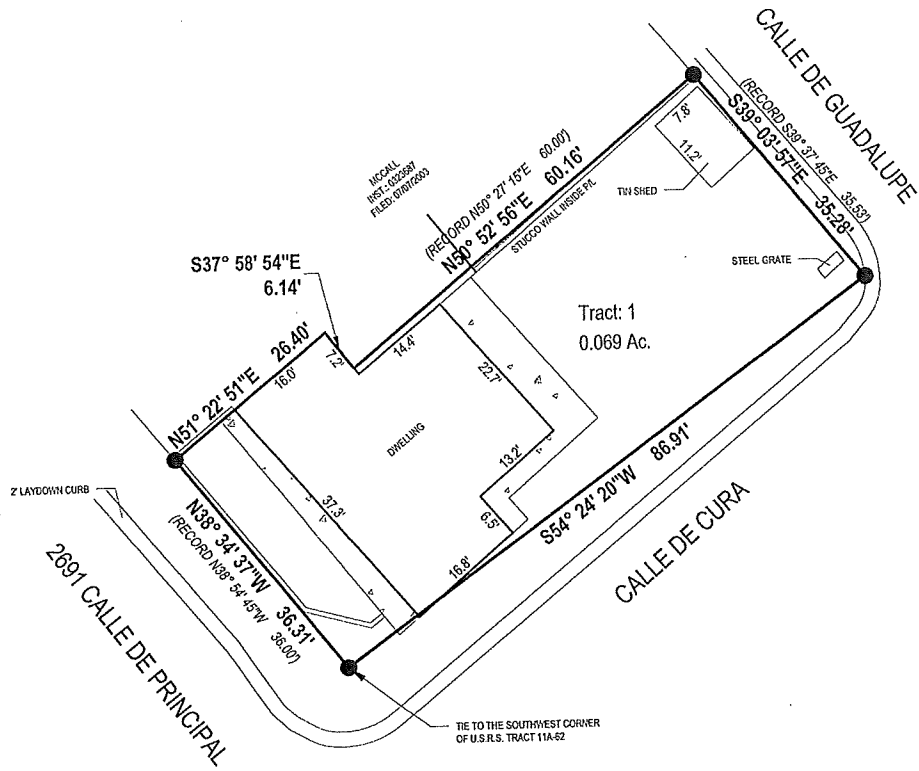
CALLE DE CURA







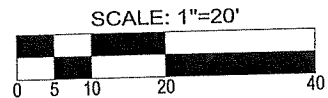




LEGEND:
 ● 1/2" REBAR FOUND (NO CAP)

NOTES:
 FLOOD ZONE "X"; AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN, AS PER MAP NO. 35013C1093 G, REVISED JULY 6, 2016.

FIELD NOTES BY MOY SURVEYING INC., LICENSE #18078.
 ALL CORNERS SET ARE 1/2" IRON RODS WITH 1" PLASTIC CAPS STAMPED #18078. ALL IRON RODS OR MONUMENTS FOUND, TAGGED, STAMPED #18078. UNLESS OTHERWISE NOTED DEED BEARINGS AND DISTANCES AND FIELD BEARING AND DISTANCES ARE THE SAME.



PROPERTY OWNER: R & P MCCOMAS #2691 LLC
 PROPERTY LOCATION: TOWN OF MESILLA
 ACCOUNT NUMBER: R0400372
 PARCEL NUMBER: 4006137289522



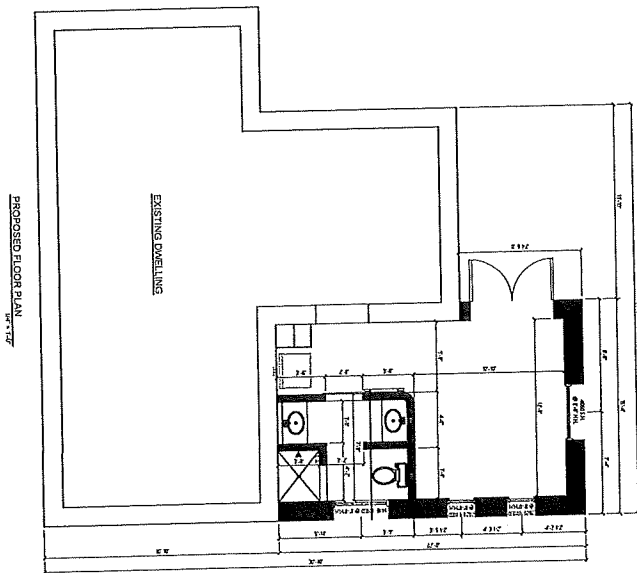
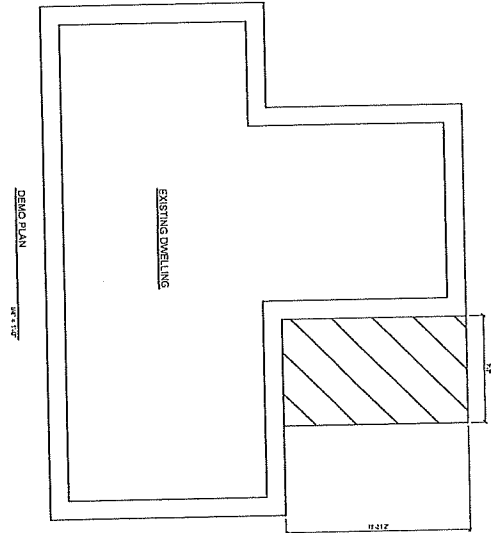
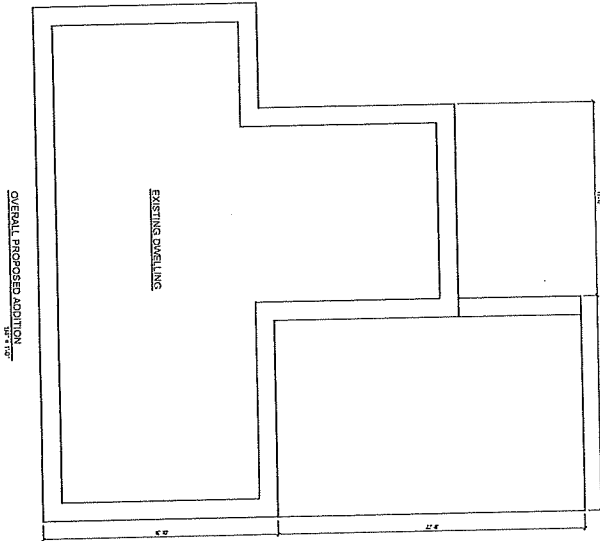
PLAT OF SURVEY SHOWING THE LOCATION OF IMPROVEMENTS ON A 0.0690 ACRE TRACT IN SECTION 25, T.23S., R.1E, N.M.P.M. OF THE U.S.R.S. SURVEYS BEING PART OF U.S.R.S. TRACT 11A-62 TOWN OF MESILLA DOÑA ANA COUNTY, NEW MEXICO

I, HENRY MAGALLANEZ, A NEW MEXICO PROFESSIONAL SURVEYOR, CERTIFY THAT I CONDUCTED THIS SURVEY AND/OR WAS DONE UNDER MY DIRECTION, AND THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING BY NEW MEXICO.

Henry Magallanez 18078
 HENRY MAGALLANEZ N.M.P.S. #18078



JOB NO: 22-0543
 DRAWN BY: ANTON
 FIELD BY: KENNY/VIC
 DATE: 08/22/22 SCALE: 1"=20'

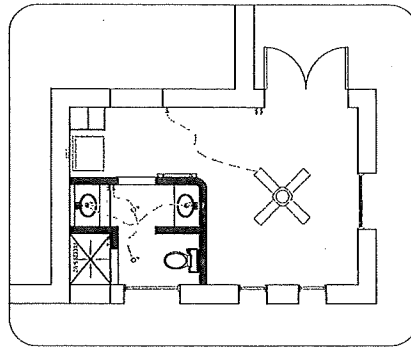


REVISIONS:

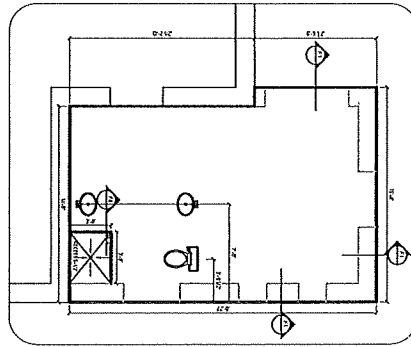
SHEET 1

PLANS:
FERNANDO BAEZA
(575) 494-1302

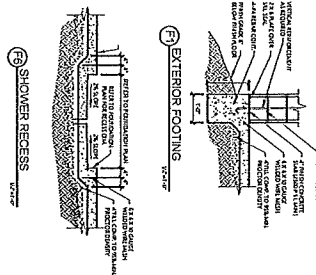
2691 CALLE PRINCIPAL
JOE & ELAINE FOSTER



ELECTRICAL PLAN 1/2" = 1'-0"



FOUNDATION PLAN 1/4" = 1'-0"



SHOWER RECESS 1/2" = 1'-0"

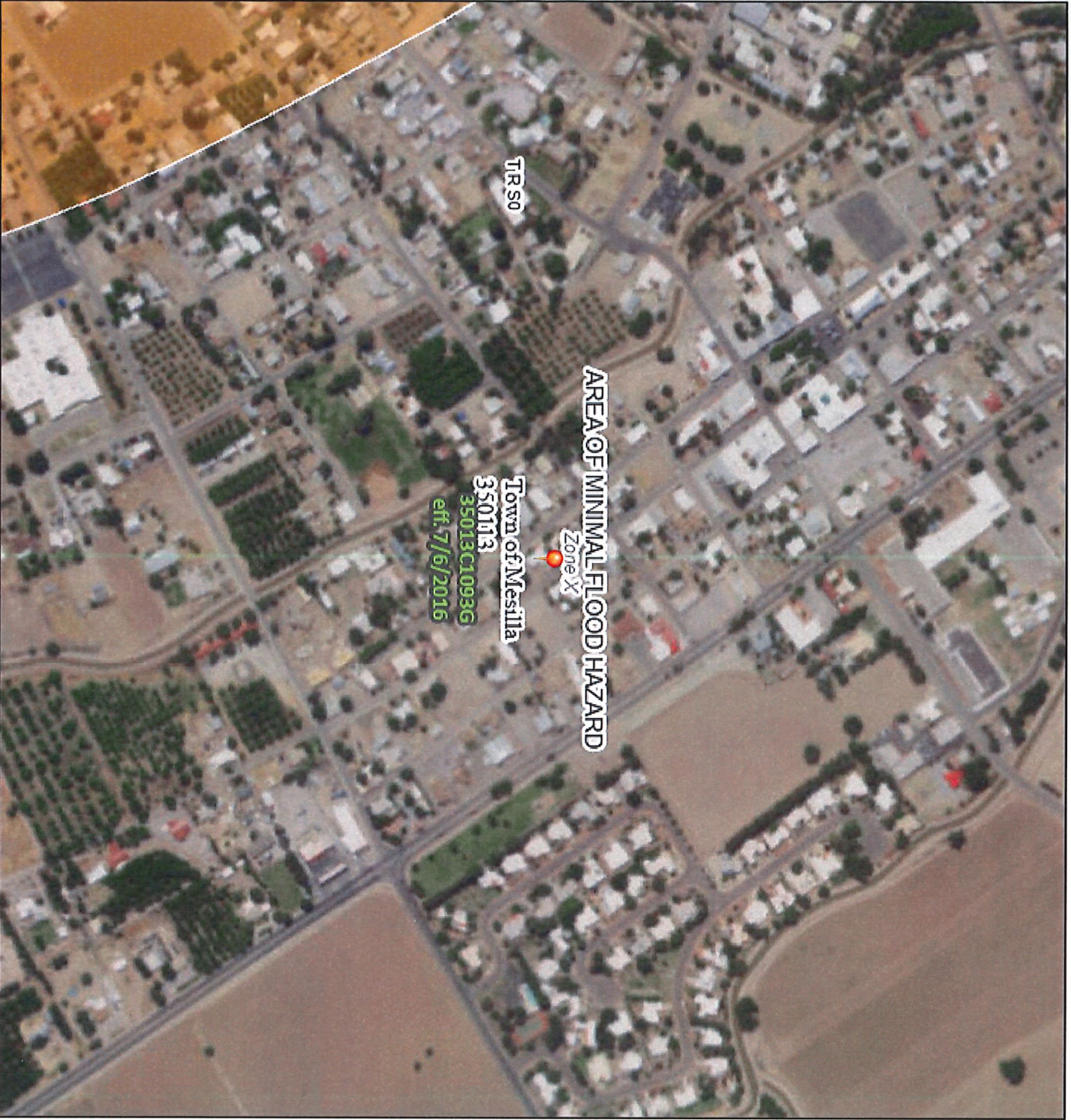
EXTERIOR FOOTING 1/2" = 1'-0"

REVISED: _____

 SHEET
 2

PLANS:
 FERNANDO BAEZA
 (575) 494-1302

2691 CALLE PRINCIPAL
 JOE & ELAINE FOSTER



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

	Without Base Flood Elevation (BFE) Zone A, V, A99
	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway

	0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile (Zone X)
	Future Conditions 1% Annual Chance Flood Hazard (Zone X)
	Area with Reduced Flood Risk due to Levee. See Notes, Zone X
	Area with Flood Risk due to Levee (Zone D)

	Area of Minimal Flood Hazard (Zone X)
	Effective LOMRS
	Area of Undetermined Flood Hazard (Zone X)
	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall

	20.2 Cross Sections with 1% Annual Chance
	17.5 Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature

	Digital Data Available
	No Digital Data Available
	Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **2/27/2023 at 12:11 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRMette panel number, and FIRMette effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

BOARD ACTION FORM

AGENDA DATE

PZHAC: March 6, 2023

BOT:

ITEM: PZHAC CASE #061525 – 2835 Teresita St, submitted by Jackie Scholten to remove and replace existing windows with new windows from infinity Zoned: **Historical Residential(HR)**

BACKGROUND AND ANALYSIS: Dreamstyle Remodeling Inc, will be replacing existing windows. Window color will be oil rubbed bronze, similar to the color and style of windows currently on residence.

IMPACT:

- 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 work is on applicant's property and not in Town of Mesilla right-of-way.

ALTERNATIVES:

The Planning, Zoning and Historical Appropriateness Commission (PZHAC) 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.

DEPARTMENT RECOMMENDATIONS:

- Staff verified Contractors Lic
- All fees paid in full
- Criteria met by appropriate color/components according to [18.33.100 Sec A-B](#)
- Certificate of Appropriateness not required as per municipal code [18.33.080](#)
- Approved

SUPPORTING INFORMATION:

- Application
- Photos of home
- New window pics and specs
- Site Plan

RECEIVED
1/31/23



PAID

TOWN OF MESILLA
APPLICATION FOR BUILDING PERMIT

Permit Fee \$ 130⁰⁰
Review Fee \$ 225⁰⁰
Total Fee \$ 152⁰⁰

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

CASE NO. 061525 ZONE: H-R CODE: RN APPLICATION DATE: 1-27-2023

Jackie Scholten (815) 900-0807, (920) 285-4711
Name of Property Owner Property Owner's Telephone Number
2835 Teresita Pl Las Cruces NM 88005
Property Owner's Mailing Address City State Zip Code

Property Owner's E-mail Address
Dreamstyle Remodeling llc, 1460 N Renaissance BLVD NE, Albuquerque, NM, 87107

Contractor's Name & Address (If none, indicate Self)
(505) 881-3200 03581748008 408799
Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number

Address of Proposed Work: 2835 Teresita St, Las Cruces, NM, 88005

Description of Proposed Work: Remove and replace existing windows with new windows from Infinity windows.

THIS APPLICATION SHALL INCLUDE ALL OF THE FOLLOWING **Plan sheets are to be no larger than 11 x 17 inches or shall be submitted electronically.**

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.
7. Proof of legal access to the property.
8. Drainage plan.
9. Details of architectural style and color scheme (checklist included for Historical zones) – diagrams and elevations.
10. 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).
11. Proof of legal access to the property.
12. Other information as necessary or required by the Town Code or Community Development Department.

\$ 7429.00

Estimated Cost

Signature of Applicant

1-27-2023

Date

Application Fee is due at time of submittal. Apart from administrative approvals, all permit requests must undergo a review process from staff, PZHAC and/or BOT before issuance of a building permit. All Building permits expire after one year from date issued.

FOR OFFICIAL USE ONLY

PZHAC Administrative Approval

Approved Date: _____

Disapproved Date: _____

Approved with conditions

BOT Approved Date: _____

Disapproved Date: _____

Approved with Conditions

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

CID PERMIT/INSPECTION REQUIRED: YES NO SEE CONDITIONS

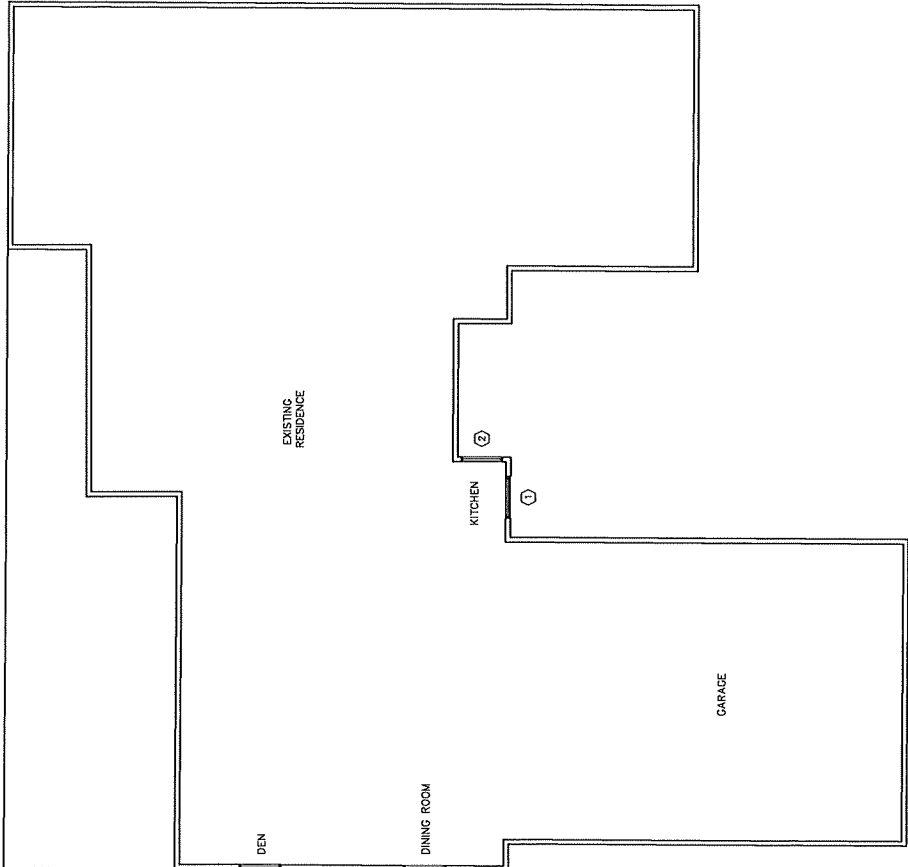
CONDITIONS: _____

PERMISSION ISSUED / DENIED BY: _____

ISSUE DATE: _____



WIN	TYPE	SIZE	QTY
①	WS	2'-11" x 2'-11"	1
②	WS	2'-11" x 2'-11"	1
③	WS	2'-11" x 4'-10"	1
④	WS	2'-11" x 4'-10"	1



: NOTE
NO CHANGE IN WINDOW SIZES

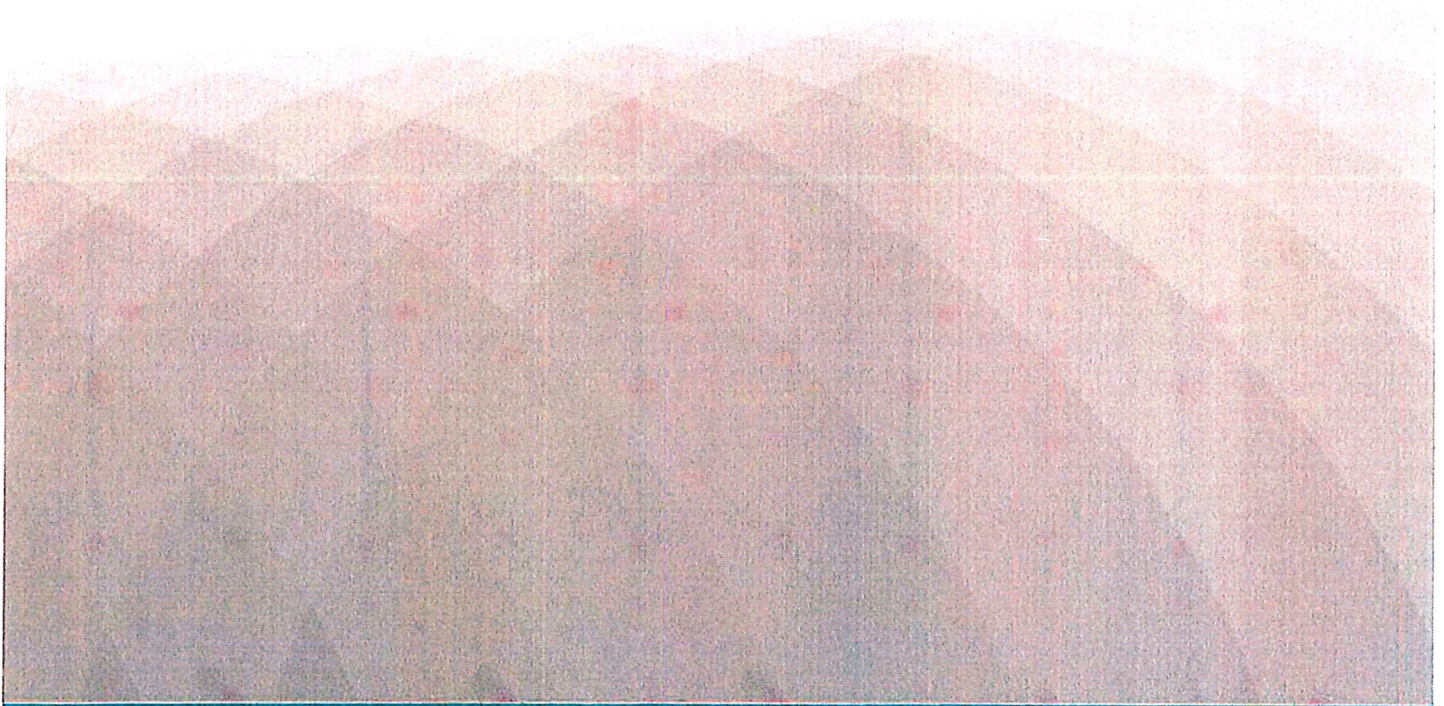
WINDOW LAYOUT

CLIENT APPROVAL:
SIGNATURE: _____
DATE: _____



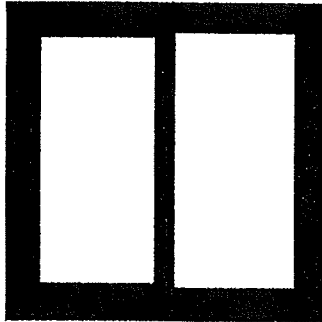
10/21/2022 10:03 AM
Quote #73649
Prepared by: Louis Adney
Offer Good Through: October 21, 2022

Jackie Scholten and James McBride Project

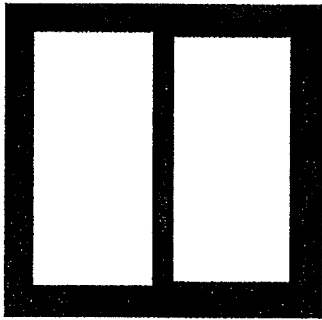


2835 Teresita St, Las Cruces, NM 88005

Details



Exterior Visualization Drawing



Interior Visualization Drawing

1 - 1 Kitchen Sink

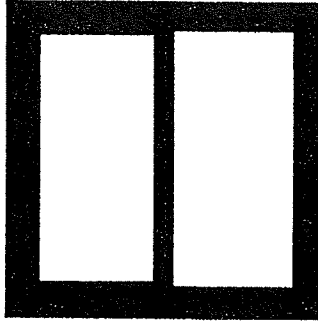
1 x \$3,752.00

Options

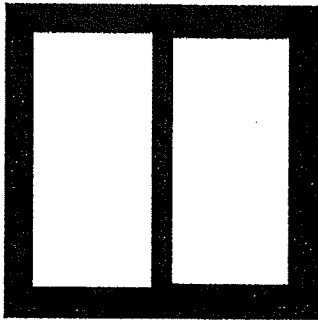
Description:	<i>Infinity Insert Glider</i>
Product Category:	<i>Windows</i>
Frame Type:	<i>Insert</i>
Product:	<i>Glider</i>
Unit:	<i>Insert Glider</i>
Number Wide:	<i>1</i>
Measurement Type:	<i>Inside Opening</i>
Inside Opening Width:	<i>35</i>
Inside Opening Height:	<i>34.5</i>
Overall Frame Width:	<i>34.625</i>
Overall Frame Height:	<i>34.25</i>
Existing Sill Angle:	<i>0</i>
Frame Width:	<i>34.625</i>
Configuration:	<i>XO</i>
Sash Split:	<i>Standard</i>
Exterior Color:	<i>Bronze</i>
Interior Color:	<i>Bronze</i>
Hardware Color:	<i>Oil Rubbed Bronze</i>
Sash Pull Options:	<i>Sash Pull</i>
Glass Surface:	<i>Low E3</i>
Perimeter Bar Color:	<i>Stainless</i>
Screen Type:	<i>Half Screen</i>
Screen Mesh Type:	<i>Bright View Mesh</i>
Exterior Screen Surround:	<i>Bronze</i>
Assembly Inside Opening:	<i>Inside Opening: 35" x 34 1/2"</i>
Gas Fill:	<i>Argon Gas</i>
Jamb Size:	<i>3/4"</i>
Window Installation:	
stucco mileage:	<i>stucco mileage</i>
Stucco Repair:	

2 - 1 Kitchen Sink #2

1 x \$1,932.00



Exterior Visualization Drawing



Interior Visualization Drawing

Options

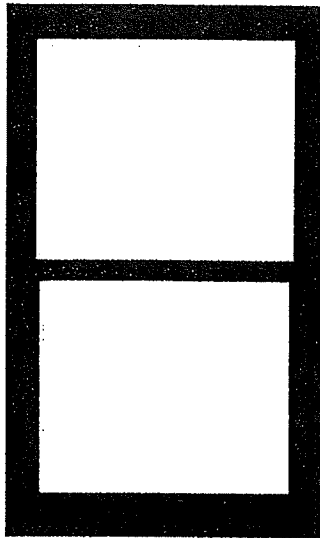
Description:	<i>Infinity Insert Glider</i>
Measurement Type:	<i>Inside Opening</i>
Inside Opening Width:	<i>35</i>
Inside Opening Height:	<i>34.5</i>
Overall Frame Width:	<i>34.625</i>
Overall Frame Height:	<i>34.25</i>
Existing Sill Angle:	<i>0</i>
Frame Width:	<i>34.625</i>
Configuration:	<i>X0</i>
Sash Split:	<i>Standard</i>
Exterior Color:	<i>Bronze</i>
Interior Color:	<i>Bronze</i>
Hardware Color:	<i>Oil Rubbed Bronze</i>
Sash Pull Options:	<i>Sash Pull</i>
Glass Surface:	<i>Low E3</i>
Perimeter Bar Color:	<i>Stainless</i>
Screen Type:	<i>Half Screen</i>
Screen Mesh Type:	<i>Bright View Mesh</i>
Exterior Screen Surround:	<i>Bronze</i>
Assembly Inside Opening:	<i>Inside Opening 35" x 34 1/2"</i>
Gas Fill:	<i>Argon Gas</i>
Jamb Size:	<i>3 1/4"</i>
Window Installation:	

3 - 1 Dining Room

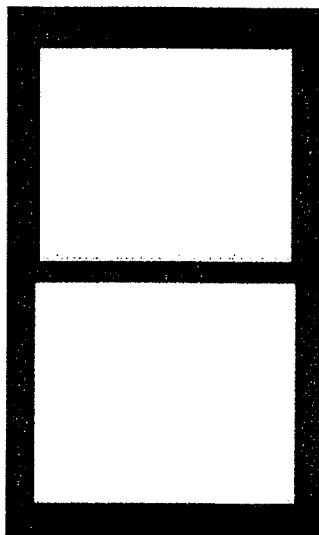
1 x \$2,140.00

Options

Description:	<i>Infinity Insert Double Hung</i>
Number Wide:	<i>1</i>
Measurement Type:	<i>Inside Opening</i>
Inside Opening Width:	<i>35</i>
Inside Opening Height:	<i>58</i>
Overall Frame Width:	<i>34.625</i>
Overall Frame Height:	<i>57.75</i>
Existing Sill Angle:	<i>0</i>
Frame Width:	<i>34.625</i>
Configuration:	<i>Double Hung</i>



Exterior Visualization Drawing



Interior Visualization Drawing

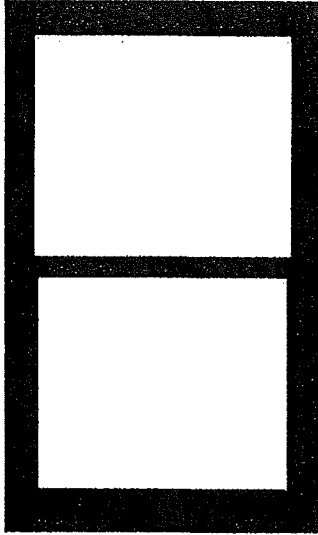
Sash Style:	Standard
Exterior Color:	Bronze
Interior Color:	Bronze
Hardware Color:	Oil Rubbed Bronze
Lift Options:	Sash Lift
Interior Weatherstrip Package:	Black
Glass Surface:	Low E3
Perimeter Bar Color:	Stainless
Screen Type:	Extruded Full Screen
Screen Mesh Type:	Bright View Mesh
Exterior Screen Surround:	Bronze
Assembly Inside Opening:	Inside Opening 35" x 58"
Gas Fill:	Argon Gas
Jamb Size:	3 1/4"
Window Installation:	

4 - 1 Den

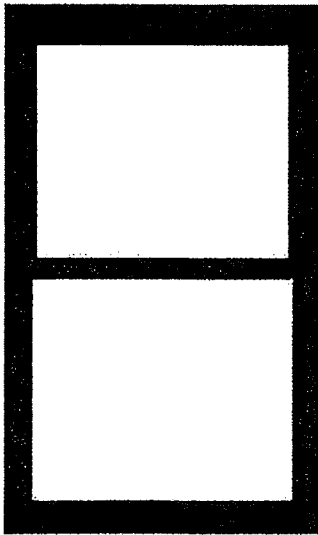
1 x \$2,140.00

Options

Description:	Infinity Insert Double Hung
Number Wide:	1
Measurement Type:	Inside Opening
Inside Opening Width:	35

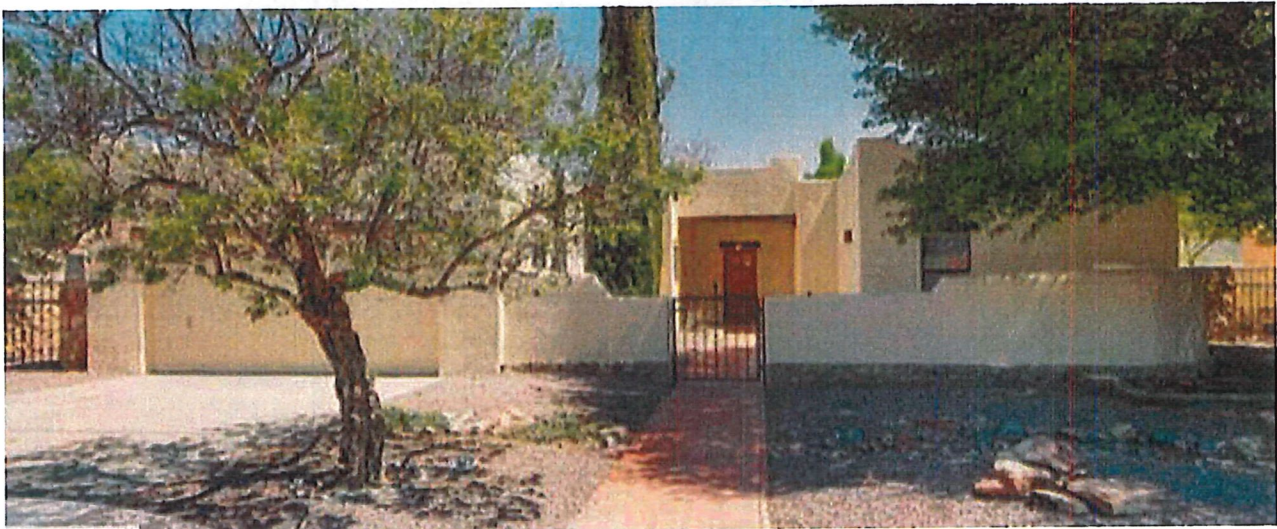
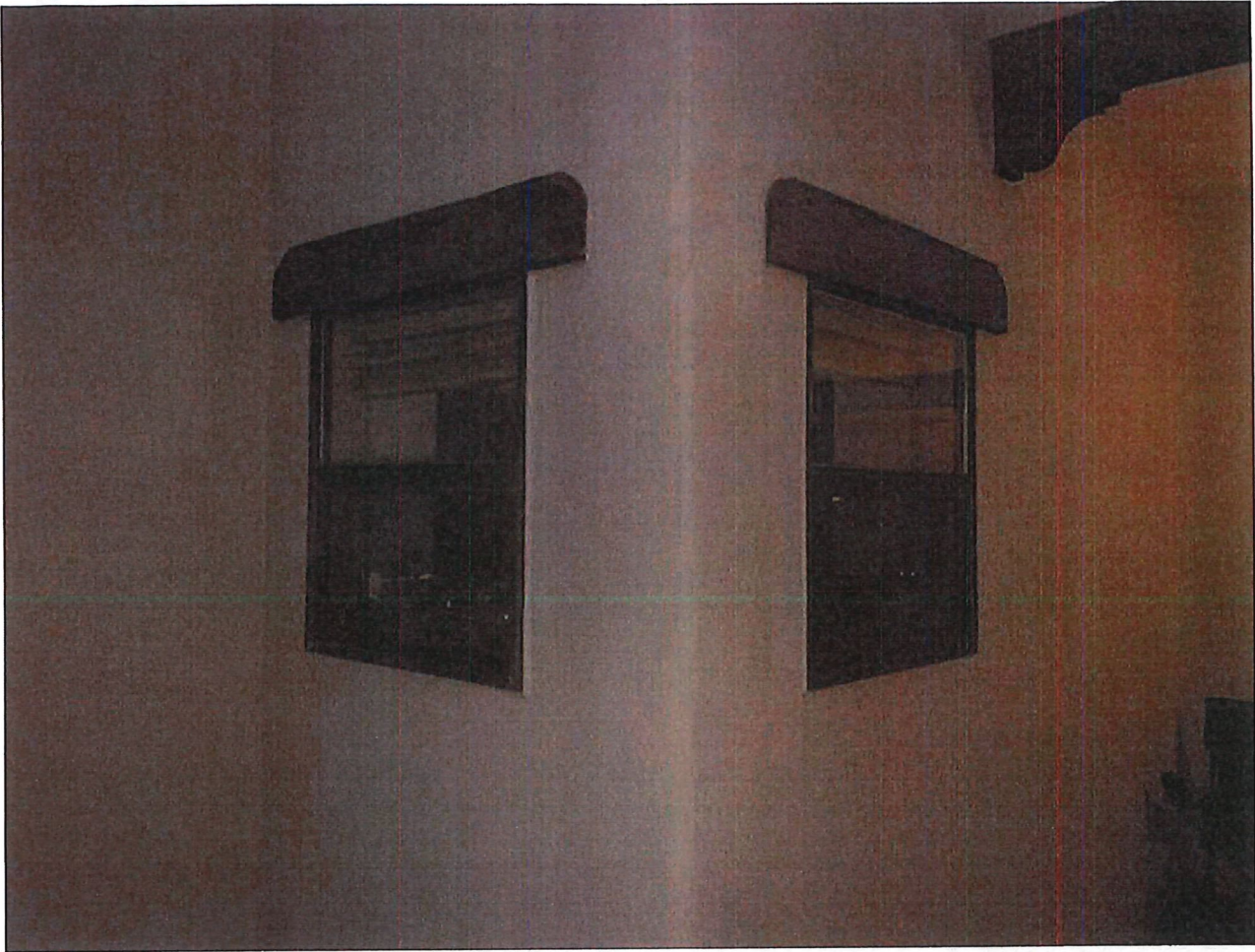


Exterior Visualization Drawing

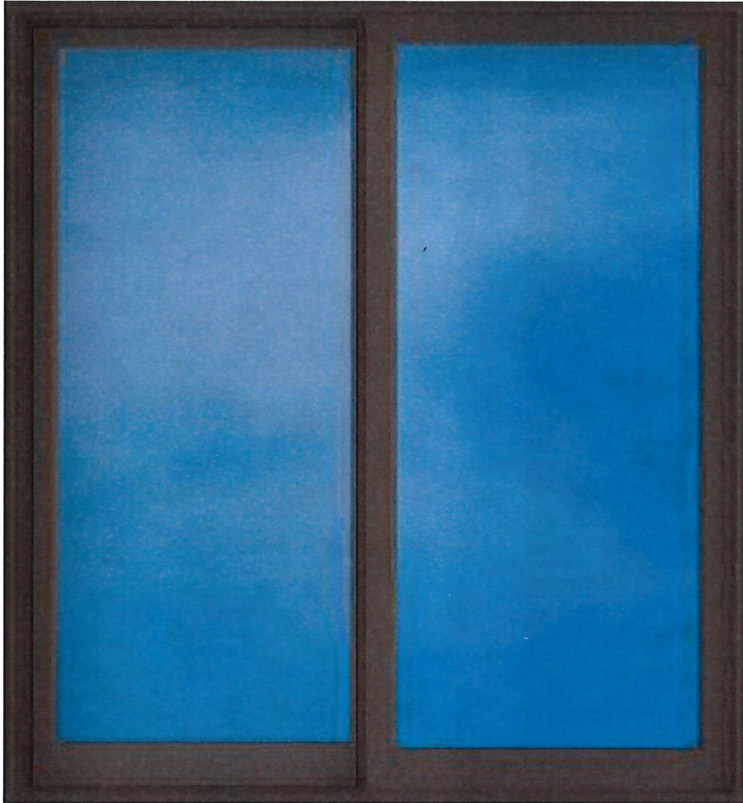


Interior Visualization Drawing

Inside Opening Height:	58
Overall Frame Width:	34.625
Overall Frame Height:	57.75
Existing Sill Angle:	0
Frame Width:	34.625
Configuration:	Double Hung
Sash Split:	Standard
Exterior Color:	Bronze
Interior Color:	Bronze
Hardware Color:	Oil Rubbed Bronze
Lift Options:	Sash Lift
Interior Weatherstrip Package:	Black
Glass Surface:	Low E3
Perimeter Bar Color:	Stainless
Screen Type:	Extruded Full Screen
Screen Mesh Type:	Bright View Mesh
Exterior Screen Surround:	Bronze
Assembly Inside Opening:	Inside Opening 35" x 58"
Gas Fill:	Argon Gas
Jamb Size:	3 1/4"
Window Installation:	



Sent from my iPad



A)

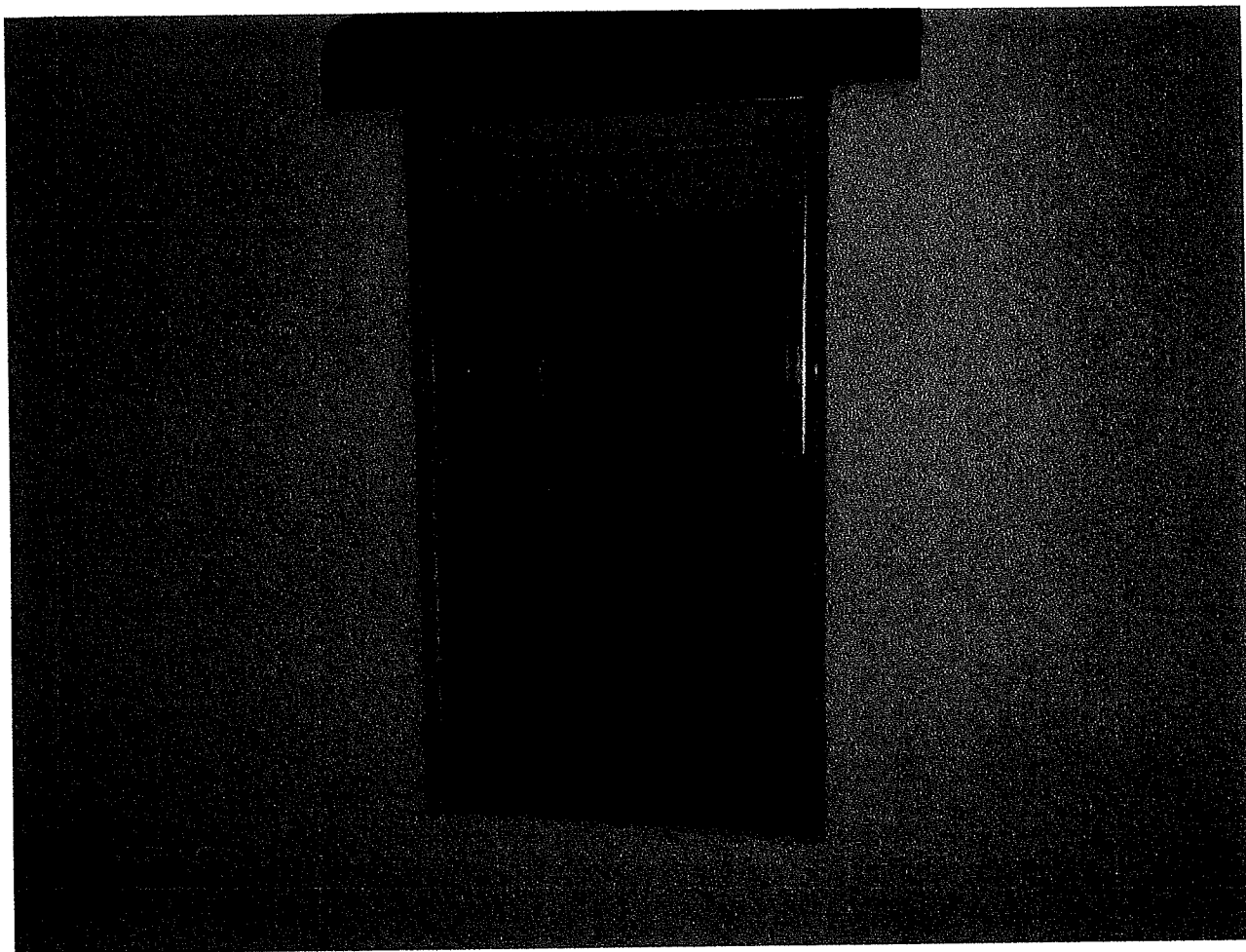


B)

Kitchen Windows 1 and 2 – Half Screen, Bronze Interior and exterior with Oil Rubbed Bronze Hardware

A) Exterior

B) Interior



BOARD ACTION FORM

AGENDA DATE

PZHAC: March 6, 2023

BOT:

ITEM: PZHAC CASE #061540 – 2890 Teresita St, submitted by Donald Murphy for a re-roof and repairs to include stucco cap. Zoned: **Historical Residential(HR)**

BACKGROUND AND ANALYSIS: Applicant is looking for approval on a re-roof for his primary residence. Gilbert and Sons Roofing and Stucco Inc., will repair leaks, re-roof with a mod-bid torch down roll, same color as previous color, and apply a stucco cap on the inside perimeter of the flat roof.

IMPACT:

- 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 work is on applicant's property and not in Town of Mesilla right-of-way.
- Applicant is currently struggling with leaks and is creating a financial hardship

ALTERNATIVES:

The Planning, Zoning and Historical Appropriateness Commission (PZHAC) 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.

DEPARTMENT RECOMMENDATIONS:

- Staff verified Contractors License
- Staff verified identity and proof of ownership of resident
- All fees paid in full
- Work will not change appearance or building structure per municipal code [18.33.090 Sec D](#)
- Certificate of Appropriateness not required as per municipal code [18.33.080](#)
- Approved

SUPPORTING INFORMATION:

- Application
- Aerial Photos
- Cost evaluation breakdown
- Material data specs
- Proof of Ownership- Deed

TOWN OF MESILLA



APPLICATION FOR BUILDING PERMIT

Permit Fee \$ _____

Review Fee \$ _____

Total Fee \$ 425.50

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

CASE NO. 061540 ZONE: HF CODE: HF APPLICATION DATE: 2/23/23

Donald Murphy NM DL#006084672 575 642-1632
Name of Property Owner Property Owner's Telephone Number

2890 Teresita St. Los cruces NM 88005
Property Owner's Mailing Address City State Zip Code

Property Owner's E-mail Address

Gilbert And Sons Roofing And Stucco Inc. 5452 Santa Cruz Los Cruces, NM 88012
Contractor's Name & Address (If none, indicate Self)

575 339-5124 46-1948789 377887
Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number

Address of Proposed Work: 2890 Teresita St MOD-BID TORCH DOWN ROLL

Description of Proposed Work: Re-roof. SAME COLOR - COLOR MATCH
STUCCO CAP

THIS APPLICATION SHALL INCLUDE ALL OF THE FOLLOWING Plan sheets are to be no larger than 11 x 17 inches or shall be submitted electronically.

- 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 Town Code or Community Development Department.

\$ 29,169.51 [Signature] 2-23-2023
Estimated Cost Signature of Applicant Date

Application Fee is due at time of submittal. Apart from administrative approvals, all permit requests must undergo a review process from staff, PZHAC and/or BOT before issuance of a building permit. All Building permits expire after one year from date issued.

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: X YES ___ NO BOT APPROVAL REQUIRED: X YES ___ NO

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

CONDITIONS: _____

PERMISSION ISSUED / DENIED BY: _____ ISSUE DATE: _____



GILBERT AND SONS ROOFING AND STUCCO INC.

GB98 LICENSE#377887
5452 SANTA CRUZ
LAS CRUCES, NM 88012
(575)649-2316
(575)339-5124
Gilbertandsons.roofing.inc@gmail.com

Client: DONALD MURPHY
Property: 2890 TERESITA ST.
LAS CRUCES, NM 88005

Cellular: (575) 642-1632

Operator: GILBERTA

Estimator: ANTHONY GILBERT

Type of Estimate: Hail
Date Entered: 2/1/2023 Date Assigned:
Date Est. Completed: 2/1/2023 Date Job Completed:

Price List: NMLC8X_FEB23
Labor Efficiency: Restoration/Service/Remodel
Estimate: DONALD_MURPHY
File Number: 000836839

PERMIT FEE WILL REMAIN OPEN,



GILBERT AND SONS ROOFING AND STUCCO INC.

GB98 LICENSE#377887
 5452 SANTA CRUZ
 LAS CRUCES, NM 88012
 (575)649-2316
 (575)339-5124
 Gilbertandsons.roofing.inc@gmail.com

DONALD_MURPHY

DONALD_MURPHY

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
1. RFG	SPRMV+	- Tear off, haul and dispose membrane roofing - full adhered				
	24.89	24.89 SQ	74.07+	0.00 =	148.65	1,992.25
2. RFG	FLTB	- Remove Aluminum termination bar / flashing for membrane roofs				
	427.40	427.40 LF	0.61+	0.00 =	21.02	281.73
3. RFG	ISO2	- Remove Insulation - ISO board, 2"				
	22.64	22.64 SQ	53.79+	0.00 =	98.19	1,316.00
4. RFG	MCANTP	& R&R Membrane roofing - cant strips - per-lite				
	427.40	427.40 LF	0.70+	2.14 =	97.87	1,311.69
5. RFG	FLPIPE	& R&R Flashing - pipe Jack				
	8	8.00 EA	7.26+	44.94 =	33.67	451.27
6. RFG	VENTE<	& R&R Exhaust cap - through roof - up to 4"				
	3	3.00 EA	9.26+	87.50 =	23.41	313.69
7. RFG	VENTE	& R&R Exhaust cap - through roof - 6" to 8"				
	2	2.00 EA	9.26+	99.02 =	17.46	234.02
8. RFG	VENTEF	& R&R Exhaust cap - through flat roof				
	6	6.00 EA	9.26+	110.07 =	57.73	773.71
9. WDS	DDVRS	+ Skylight - double dome - Detach & reset				
	2	2.00 EA	0.00+	115.55 =	18.63	249.73
10. FRM	SC	1 Install Saddle or cricket - up to 25 SF				
	21	21.00 EA	0.00+	82.09 =	139.00	1,862.89
TO HELP DIVERT WATER OUT OF SCUPPERS.						
11. RFG	BI	+ Modified bitumen roof				
	24.28	24.28 SQ	0.00+	375.68 =	735.47	9,856.98
12. RFG	FLPB	+ Flash parapet wall only - bitumen - up to 3'				
	427.40	427.40 LF	0.00+	12.52 =	431.46	5,782.51
13. STU	AV	+ Metal lath & stucco				
	427.40	427.40 SF	0.00+	6.06 =	208.83	2,798.87
PARAPET STUCCO WALL CAPS.						
14. PNT	STU	+ Seal & paint stucco				
	427.40	427.40 SF	0.00+	1.59 =	54.79	734.36
BEST POSSIBLE COLOR MATCH. COARSE TEXTURE.						
15. RFG	FLP60P	- Remove Flash parapet wall only - PVC/TPO - up to 3'				
	427.40	427.40 LF	2.06+	0.00 =	70.99	951.43
16. RFG	LAB	+ Roofer - per hour				
	2	2.00 HR	0.00+	119.55 =	19.28	258.38
TO WORK AROUND HVAC UNIT.						
Total: DONALD_MURPHY					2,176.45	29,169.51
Line Item Totals: DONALD_MURPHY					2,176.45	29,169.51
DONALD_MURPHY					2/20/2023	Page: 2



GILBERT AND SONS ROOFING AND STUCCO INC.

GB98 LICENSE#377887
5452 SANTA CRUZ
LAS CRUCES, NM 88012
(575)649-2316
(575)339-5124
Gilbertandsons.roofing.inc@gmail.com

Summary

Line Item Total	26,993.06
Sales Tax	2,176.45
Replacement Cost Value	<u>\$29,169.51</u>
Net Claim	<u>\$29,169.51</u>

Anthony Gilbert
ANTHONY GILBERT



GILBERT AND SONS ROOFING AND STUCCO INC.

GB98 LICENSE# 377887
5452 SANTA CRUZ
LAS CRUCES, NM 88012
(575) 649-2316
(575) 339-5124
Gilbertandsons.roofing.inc@gmail.com

Recap of Taxes

	Sales Tax (8.063%)
Line Items	2,176.45
Total	2,176.45



GILBERT AND SONS ROOFING AND STUCCO INC.

GB98 LICENSE#377887
5452 SANTA CRUZ
LAS CRUCES, NM 88012
(575)649-2316
(575)339-5124
Gilbertandsons.roofing,inc@gmail.com

Recap by Category

Items	Total	%
GENERAL DEMOLITION	4,661.68	15.98%
FRAMING & ROUGH CARPENTRY	1,723.89	5.91%
PAINTING	679.57	2.33%
ROOFING	17,106.78	58.65%
STUCCO & EXTERIOR PLASTER	2,590.04	8.88%
WINDOWS - SKYLIGHTS	231.10	0.79%
<hr/>	<hr/>	<hr/>
Subtotal	26,993.06	92.54%
Sales Tax	2,176.45	7.46%
<hr/>	<hr/>	<hr/>
Total	29,169.51	100.00%

WE PROPOSE: HEREBY FURNISH MATERIALS AND LABOR- COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS , FOR THE SUM OF \$29,169.51

THERE WILL BE ADDITIONAL SUPPLMENTS TO BE INCURRED ONCE JOB IS COMPLETED.

PAYMENTS TO MADE AS FOLLOWS: 50% DOWN AND BALANCE ON COMPLETION OF JOB. THERE MAY BE ADDITIONAL COSTS INCURRED AT THE END OF THE JOB.

AUTHORIZED SIGNATURE: *Anthony Gilbert*

PRINT NAME: ANTHONY GILBERT

DATE: 02-20-2023

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. PAYMENTS WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE: *Donald R. Murphy*

PRINT NAME: Donald R. Murphy

DATE: 21 Feb 2023

FLINTLASTIC® GTA APP MODIFIED BITUMEN POLYESTER CAP SHEET WITH MINERAL SURFACE



Product Information



Product Use: Flintlastic GTA is designed for use as a cap membrane over various types of substrates for both new construction and reroofing installations. It is suitable for most low sloped roof decks and may be used for roof system flashings including wall treatments, base flashings and field flashings.

Limitations: Flintlastic GTA is intended for torch application only and should not be exposed to adhesives or solvent based materials. Rolls should be stored upright, off the ground and completely protected from the weather. Roof decks must be structurally sound, dry, smooth and meet or exceed minimum requirements of the deck manufacturer, local code and CertainTeed. Additional specifications and precautions are contained in the CertainTeed Commercial Roof Systems Specifications.

Product Composition and Features: Flintlastic modified bitumen membranes are manufactured on state-of-the-art, dedicated roofing lines that were exclusively designed for the production of modified bitumen products. Flintlastic GTA is produced with a high performance, stress-resistant polyester mat that is impregnated and coated with a superior grade, modified bitumen compound.

Roll Dimensions: 39³/₈" X 32' 10"
Nominal Coverage: One square
Approximate Weight: 103 lbs. per roll
Top Surface: Mineral granule
Back Surface: Torchable polyethylene film

Applicable Standards: Meets ASTM D6222, Grade G, Type I. Flintlastic GTA is approved by Underwriters Laboratories for use in various Class A, B and C roof assemblies, ICC-ES (ESR-1388), Factory Mutual, Miami-Dade, Florida Building Code Statewide Approval (FL 2533 and FL 16709) and Texas Department of Insurance (RC-47). Flintlastic GTA White is an approved ENERGY STAR® product for slopes greater than 2"/12". Flintlastic GTA White is listed by the Cool Roof Rating Council (CRRC). The CRRC product ID is 0668-0008. Initial Solar Reflectance: 0.27; Aged Solar Reflectance: 0.27; Thermal Emittance: 0.87.



Technical Data

Modified Bitumen Coating: Non-oxidized (flux) asphalt, blended with various thermoplastic atactic polypropylene polymers and co-polymers.

Support Mat: High performance, stress-resistant polyester mat.

Test Description	Test Method	Results*
Solar Reflectance Index (SRI) Initial/Aged:	ASTM E1980	27/28
Softening Point:	ASTM D36	310°F
Tensile Strength:	ASTM D5147	
	@ 73.4 +/- 3.6°F MD/XD	100/60 lbs./in.
	@ 0 +/- 3.6°F MD/XD	130/80 lbs./in.
Elongation:	ASTM D5147	
	@ 73.4 +/- 3.6°F MD/XD	45%/55%
	@ 0 +/- 3.6°F MD/XD	30%/20%
Dimensional Stability:	ASTM D5147 MD/XD	0.5%/0.3%
Low Temperature Flex:	ASTM D5147	Pass @ 8°F
Compound Stability:	ASTM D5147	250°F
Thickness:	ASTM D5147	4.0 mm (160 mils)
Tear Strength:	ASTM D5147	
	@ 73.4 +/- 3.6°F MD/XD	130/90 lbs.

*NOTE: Published results are nominal production values confirmed by independent laboratory testing.



Product Application

Flintlastic modified bitumen roofing systems must be applied in accordance with installation procedures contained in the CertainTeed Commercial Roof Systems Specifications. The following information is intended for general information purposes only and is not all-inclusive.

Preparation: Substrates to receive a roof system must be firmly attached, smooth, dry, clean and free of sharp projections and depressions. Substrates requiring priming must be primed with asphalt primer such as FlintPrime® and be allowed to completely dry. Substrates must provide positive drainage. Roof must be tapered to drains.

Installation: Install one ply of Glasbase™ or other CertainTeed approved alternate base sheet lapping 2" on sides and 4" on ends. Base sheet must be mechanically fastened to nailable substrates, and either solid or spot mopped in hot asphalt to non-nailable or insulated substrates as specified in the CertainTeed Commercial Roof Systems Specifications. Apply base sheet in such a manner as to provide and maintain a minimum 6" offset between side and end laps of base ply and Flintlastic finishing membrane. Over the base ply, install one ply of Flintlastic GTA lapping 3" on sides and 6" on ends, with end laps diagonally staggered not less than 3' apart. Side and end laps should be inspected to ensure a minimum 3/8" flow of modified compound has been achieved.

Precautions: Cold weather applications require special handling to prevent damage to the rolls and ensure satisfactory installation. Do not apply roofing systems over improperly prepared substrates or substrates that contain moisture. Follow all safety recommendations relating to the use and maintenance of liquid propane gas torches and equipment. Refer to the CertainTeed Commercial Roof Systems Specifications for additional safety information.

Maintenance: Flintlastic Roof Systems do not require any additional maintenance beyond normal yearly roof maintenance procedures. CertainTeed recommends regular roof maintenance and inspection to determine the condition of drains, flashings and other similar items, and to prolong the life expectancy of the roof system.

Warranties

CertainTeed offers Limited (product only) and No Dollar Limit (NDL, product and workmanship) warranties. Warranty type and duration is dependent on roof system configuration and contractor selection. Only CertainTeed Gold and Silver Star Contractors are eligible to apply for NDL warranties on specific roof projects. For more information, see CertainTeed Commercial Roof Systems Specifications or contact Commercial Roofing Technical Services.

Technical Assistance and Services

CertainTeed provides technical assistance in the design, selection, specification and application guidelines for all CertainTeed Roof Systems. Architectural and field representatives are available for consultation within each region. For more information, contact CertainTeed Commercial Roofing Technical Services at 800-396-8134 x2.

Caution: Fire Hazard

Torch application of this product may create a risk of fire, including smoldering fires. The roofing applicator is solely responsible for ensuring and enforcing safe and proper application of CertainTeed's roofing products by competent and qualified personnel. Only properly trained roofing professionals are authorized to install this product.

Never apply flame directly to combustible materials or allow the flame to enter into hidden or protected areas that may contain combustible materials. Follow all local code requirements. Have a Class A-B-C fire extinguisher available to each applicator. Thoroughly inspect the job site whenever torching equipment has been used. Be certain that all chances of a fire have been eliminated.

Refer to the CertainTeed Commercial Roof Systems Specifications, Midwestern Roofing Contractors Association (MRCA) CERTA program, National LP Gas Association, National Roofing Contractors Association (NRCA), National Fire Protection Association (NFPA), and Asphalt Roofing Manufacturers Association (ARMA) for further information and safety recommendations.

ASK ABOUT ALL OF OUR OTHER CERTAINTEED® PRODUCTS AND SYSTEMS:

ROOFING • SIDING • TRIM • DECKING • RAILING • FENCE
GYPSUM • CEILINGS • INSULATION

www.certainteed.com <http://blog.certainteed.com>

CertainTeed Corporation
20 Moores Road
Malvern, PA 19355

Professional: 800-233-8990
Consumer: 800-782-8777

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Code No. COMM-020

GLASBASE™ BASE SHEET

NON-MODIFIED ASPHALT COATED FIBERGLASS BASE SHEET

Product Information



Product Use: Glasbase™ Base Sheet is designed for use as an anchor sheet or base ply for both hot and cold applied, built-up roofing systems and hybrid modified bitumen systems. It is suitable for use in the construction of various types of membranes for both new construction and reroofing over a variety of substrates. Glasbase Base Sheet will provide additional strength, moisture resistance and asphalt uniformity when used as an anchor over nailable substrates or first ply non-nailable and insulated substrates. In addition, it will perform as a venting base sheet when spot mopped over plastic foam type insulations.

Limitations: Glasbase Base Sheet may be applied in either hot asphalt or approved cold adhesive such as CertainTeed's FlintBond®, depending on system design and selection. Rolls should be stored upright, off the ground and completely protected from the weather. Roof decks must be structurally sound, dry, smooth and meet or exceed minimum requirements of the deck manufacturer, local code and CertainTeed. Roof decks must provide positive drainage. Additional specifications and precautions are listed in the CertainTeed Commercial Roof Systems Specifications.

Product Composition and Features: Glasbase Base Sheet is manufactured on an extra strength fiberglass reinforced mat that receives a coating of weathering grade asphalt and is lightly surfaced with a mineral release agent. The fiberglass mat provides excellent strength and moisture resistance. Glasbase Base Sheet is pliable and will conform to most surfaces for ease of application.

Roll Dimensions:	39 ³ / ₈ " x 98' 9"
Nominal Coverage:	Three squares
Approximate Weight:	75 lbs. per roll
Top & Bottom Surfacing:	Fine sand, release agent

Applicable Standards: Meets ASTM D4601, Type II. Glasbase Base Sheet is approved by Underwriters Laboratories for use in various Class A, B, or C roof assemblies, Factory Mutual, Miami-Dade, Florida Building Code Statewide Approval (FL 477, FL 2533 and FL 16709) and Texas Department of Insurance (RC-47).

Technical Data

Support Mat:	Extra strength fiberglass reinforced mat
Tensile Strength (lb./in.):	MD/XD = 50/50

Product Application

Roof systems constructed with Glasbase Base Sheet as the anchor sheet or base ply must be applied in accordance with installation procedures listed in the CertainTeed Commercial Roof Systems Specifications. The following information is intended for general information purposes only and is not all-inclusive.

Preparation: Substrates to receive a roof system must be firmly attached, smooth, dry, clean and free of sharp projections and depressions. Flashing details must be in place, ready to receive roofing, with roof accessories available prior to application of materials. Substrates requiring priming must be primed with asphalt primer such as FlintPrime® and be allowed to completely dry. Substrates must provide positive drainage. Roof insulation must be tapered to drains.

Installation: Glasbase Base Sheet must be installed with 2" side laps and 4" end laps, with end laps diagonally staggered not less than 3' apart. For nailable substrates, mechanically fasten Glasbase 9" o.c. at side laps and 18" o.c. in two rows, 12" in from each edge with approved fasteners. For non-nailable or insulated substrates, Glasbase must be set in either spot or solid mopping of bitumen as required by the CertainTeed Commercial Roof Systems Specifications. Spot mop, when specified, in 9" diameter circles, 24" o.c. in all directions. Solid mop at the rate of 25 lbs. per 100 sq. ft. Bitumen must be heated and applied within temperature guidelines as set forth by CertainTeed according to type and grade.

Precautions: Cold weather applications require special handling to prevent damage to the rolls and ensure satisfactory installation. Do not apply roofing systems over improperly prepared substrates or substrates that contain moisture.

Maintenance: CertainTeed Commercial Roof Systems generally do not require any additional maintenance beyond normal yearly roof maintenance procedures. CertainTeed recommends regular roof maintenance and inspection to determine the condition of drains, flashings and other similar items, and to maximize the life expectancy of the roof system.

Warranties

CertainTeed offers Limited (product only) and No Dollar Limit (NDL, product and workmanship) warranties. Warranty type and duration is dependent on roof system configuration and contractor selection. Only CertainTeed Gold and Silver Star Contractors are eligible to apply for NDL warranties on specific roof projects. For more information, see CertainTeed Commercial Roof Systems Specifications or contact Commercial Roofing Technical Services.

Technical Assistance and Services

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For more information, contact CertainTeed Commercial Roofing Technical Services at 800-396-8134 x2.

ASK ABOUT ALL OF OUR OTHER CERTAINTEED® PRODUCTS AND SYSTEMS:

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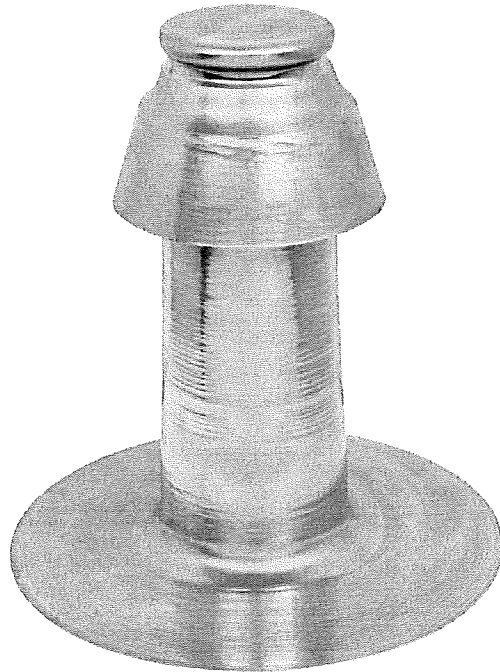
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Code No. COMM-025





Jimco Breather Vent, Two-Way
99111



99111

Jimco Breather Vent

Product Description and Features

Recommended for all types of roofing systems. Install one vent per 1000 sq. ft. of roof area.

Dimensions:

Height: 9.50"

Base Diameter: 11.00"

Stack Diameter: 4.25"

Cap Height: 2.50"

- .063 gauge aluminum
- Constructed of a heavy gauge spun aluminum
- Designed to withstand prolonged exposure to the toughest elements without deterioration
- Cap has been engineered to eliminate any possibility of backwash
- Cannot become detached from the main stack, protecting it from the possibility of exposing breather holes to the elements

- 20-year warranty

 [Download Installation Instructions](#)

PRODUCT	DESCRIPTION	MODEL	UNITS/CASE
99111	Jimco Breather Vent, Two-Way	JIMCO	10

Don't see the product you need? Call Customer Service at [800-888-8312](tel:800-888-8312).

[Site Map](#)

[Careers](#)

[IPS Connect](#)



2890 Teresita Pl-Re-Roof



BOARD ACTION FORM

AGENDA DATE

PZHAC: March 6, 2023

BOT:

ITEM: PZHAC CASE #061549 – 2488 Calle de Guadalupe, submitted by Juan Albert, Rincon de Mesilla to request a building permit. Zone: **Historical Commercial (HC)**

BACKGROUND AND ANALYSIS: Applicant is looking for approval to install commercial equipment in kitchen, to include;

- Commercial kitchen hood with fire suppression.
- Commercial stove-NSF
- Required grease trap
- Rewire A/C in kitchen

New breaker will be installed on breaker box outside the structure to accommodate changes.

IMPACT:

- 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:

- Applicant active business license
- Current with all fees
- Meets all proper zoning permit use

ALTERNATIVES:

The Planning, Zoning and Historical Appropriateness Commission (PZHAC) 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.

DEPARTMENT RECOMMENDATIONS:

- Applicant has acquired D.P.D. Construction to make all modifications
- Kitchen Hood suppression plans, plumbing and electrical plans in order
- Staff Approves

SUPPORTING INFORMATION:

- Application
- Plans submitted; Floor, Plumbing, Electrical, and Kitchen Hood Suppression
- Tenant/Landlord Lease Agreement
- Pictures of affected areas
- Contractor license verified

RECEIVED
2/12/23

TOWN OF MESILLA
ZONING APPROVAL

OFFICIAL USE ONLY.

Case #
Fee \$ \$140⁰⁰

PAID
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: 001549 ZONE: HC CODE: ACC APPLICATION DATE: 2/16/23

Name of Property Owner: Juan Albert Property Owner's Telephone Number: 575-323-4413
Property Owner's Mailing Address: 4108 Mission Bell Ave. City: Las Cruces State: NM Zip Code: 88011
Property Owner's E-mail Address: jalbert@epmark.com NM DL 511468680

Contractor's Name & Address (If none, indicate Self): Self D.P.D. CONSTRUCTION INC
Contractor's Telephone Number: 575-323-4413 Contractor's Tax ID Number: 99635 Contractor's License Number: 99635

Address of Proposed Work: 2488 Calle de Guadalupe

Description of Proposed Work: -Grease Trap, electrical work
Install gas stove, hood and fire suppression

Estimated Cost: \$9,000 Signature of Applicant: [Signature] Date: 2/16/23

Signature of property owner: [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 Approved Date: _____
 Approved Date: _____ Disapproved Date: _____
 Disapproved Date: _____ Approved with Conditions
 Approved with conditions

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

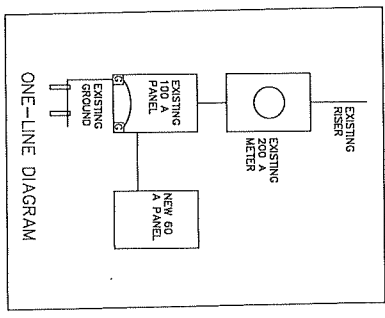
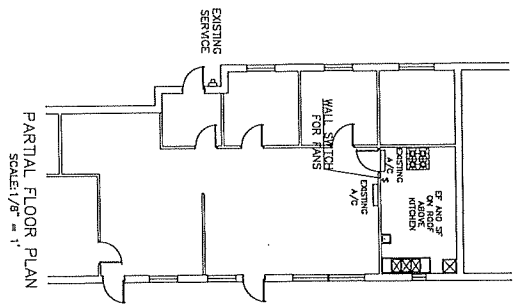
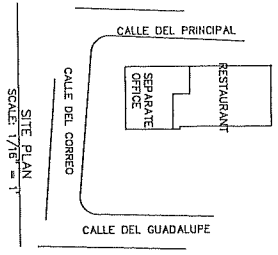
CID PERMIT/INSPECTION REQUIRED: YES NO SEE CONDITIONS

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.)



- SCOPE OF WORK**
1. INSTALL A NEW 60 AMP IMMEDIATELY TO THE RIGHT OF THE EXISTING 100 AMP PANEL.
 2. RELocate THE BRANCH CIRCUIT CONDUITS PRESENTLY OCCUPYING THOSE SPACES INTO THE NEW 60 AMP PANEL.
 3. VACATED BREAKER POSITIONS IN THE 100 AMP PANEL, AS A SOURCE FOR THE NEW 60 AMP PANEL, SHALL BE RELOCATED TO THE NEW 60 AMP PANEL.
 4. INSTALL NEW ELECTRICAL PANEL ON THE NEW 60 AMP PANEL.
 5. CONNECT THE 1/2 HP EXHAUST FAN AND THE 1/2 HP SPLIT AIR CONDITIONER TO EITHER THE EXISTING OR NEW PANEL.
 6. THE MINI SPLIT AIR CONDITIONER IN THE KITCHEN IS SUPPLIED FROM THE SUITE TO THE NORTH. THE CIRCUIT SHALL BE RELOCATED TO ONE OF THE PANELS AT THE RESTAURANT.
 7. APPLIANCES OCCUPYING THE SPACE OF THE RESTAURANT PANELS TO THE WATER HEATER.

FAULT CURRENT CALCULATION

FAULT SOURCE IS 75 KVA TRANSFORMER 290' DISTANCE, EXTENDED BY 4/0 ACSE. FAULT CURRENT AT THE METER WILL BE LESS THAN 10 KA.

OFFICE LOAD CALCULATION

630 SF OFFICE @ 4.5 VA/SF	2835 VA
REFRIGERATOR	375 VA
AIR CONDITIONING	650 VA
TOTAL OFFICE CONNECTED LOAD	3860 VA
TOTAL OFFICE CONNECTED LOAD	3860 VA

RESTAURANT LOAD CALCULATION

INSTANT WATER HEATER	4500 VA
1500 SF @ 3 VA/SF	4500 VA
TOASTER	1000 VA
ZANUSI FAN	300 VA
SUPPLY FAN	300 VA
MICROWAVE	1200 VA
GRAND TOTAL CON. LOAD	15850 VA
DEMAND FACTOR V	10457 VA
GRAND TOTAL CON. LOAD	24335 VA
TOTAL DEMAND LOAD	79 A

- GENERAL ELECTRICAL NOTES**
1. THESE PLANS ARE SEPARATE AND DO NOT SHOW THE EXACT LOCATIONS OF EQUIPMENT, CONDUIT ROUTING, ETC. THE CONTRACTOR MUST REFER TO ARCHITECTURAL AND MECHANICAL INFORMATION TO OBTAIN COMPLETE INFORMATION.
 2. ALL CONSTRUCTION SHALL COMPLY WITH THE 2017 NEW MEXICO ELECTRICAL AND LOCAL MENTORMENTS COMPLY WITH COMMERCIAL CONSTRUCTION REQUIREMENTS, I.E. PVC CONDUIT, EMT, OR CABLE IN CONDUIT.
 3. THE CONTRACTOR MAY INSTALL UP TO 6 CONDUITS IN A CONDUIT.
 4. LOADINGS ARE BASED ON THIN INSULATION AND DE-RATING FOR TEMPERATURE AND UP TO 6 CONDUITS IN A CONDUIT.
 5. SWITCH, CONDUIT, AND/OR LOCATION REQUIREMENTS FOR ACCESSIBILITY, SPECIFICALLY, BOTTOM OF BOXES SHALL BE INSTALLED NO LOWER THAN 15" ABOVE FINISHED FLOOR AND TOP OF BOXES SHALL BE NO HIGHER THAN 48" OTHERWISE.
 6. ALL WIRE SIZES ARE GIVEN IN COPPER. CONTRACTOR MAY SUBSTITUTE ALUMINUM OF EQUIVALENT SIZE AND CONDUIT SIZE.
 7. ALL CIRCUITS CONSIST OF #12 AND #12 GROUND UNLESS OTHERWISE NOTED.
 8. GFCI RECEPTACLES SHALL BE REPAIRED AFTER THEY ARE TRIPPED. IF THEY CANNOT BE MADE READILY ACCESSIBLE, FEED FROM GFCI BREAKER IN THE PANNEBOARD.
 9. CONTRACTOR SHALL PROVIDE AS-BUILT INFORMATION FOR ALL EQUIPMENT LOADS AND ADJUST CONDUCTOR AND BREAKER SIZE IF NECESSARY.
 10. CONTRACTOR SHALL PROVIDE TYPED PANEL SCHEDULES THAT ACCURATELY REFLECT AS-BUILT CONFIGURATION.

Feb 02, 2021 - 12:30p

NO.	DATE	REVISION	BY

DRAWN BY: _____
 APPROVED BY: _____
 DATE: _____
 SCALE: _____
 PROJECT NO: _____

ELECTRICAL UPGRADE
 RINCON DE MESILLA
 2488 CALLE DE GUADALUPE
 LAS CRUCES, NM 88005

D. LEGG ENGINEERING, LLC
 2015 CRESCENT DRIVE
 1ST FLOOR, SUITE 100
 LAS CRUCES, NM 88005
 PHONE: 575-636-1266
 FAX: 575-636-1267
 EMAIL: DL@DLEGG.COM
 WEB: WWW.DLEGG.COM



SHEET 1 OF 1

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRY COMMISSION

D.P.D. CONSTRUCTION INC.

LICENSE NUMBER

94635

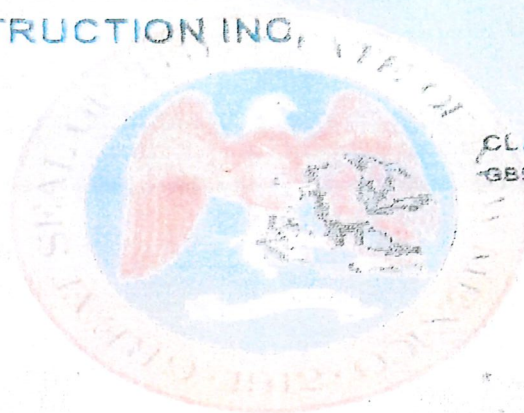
Qualifying Party(S)
GRANADOS CESAR

EXPIRES

09/30/2024

CLASSIFICATION(S)

GB9E



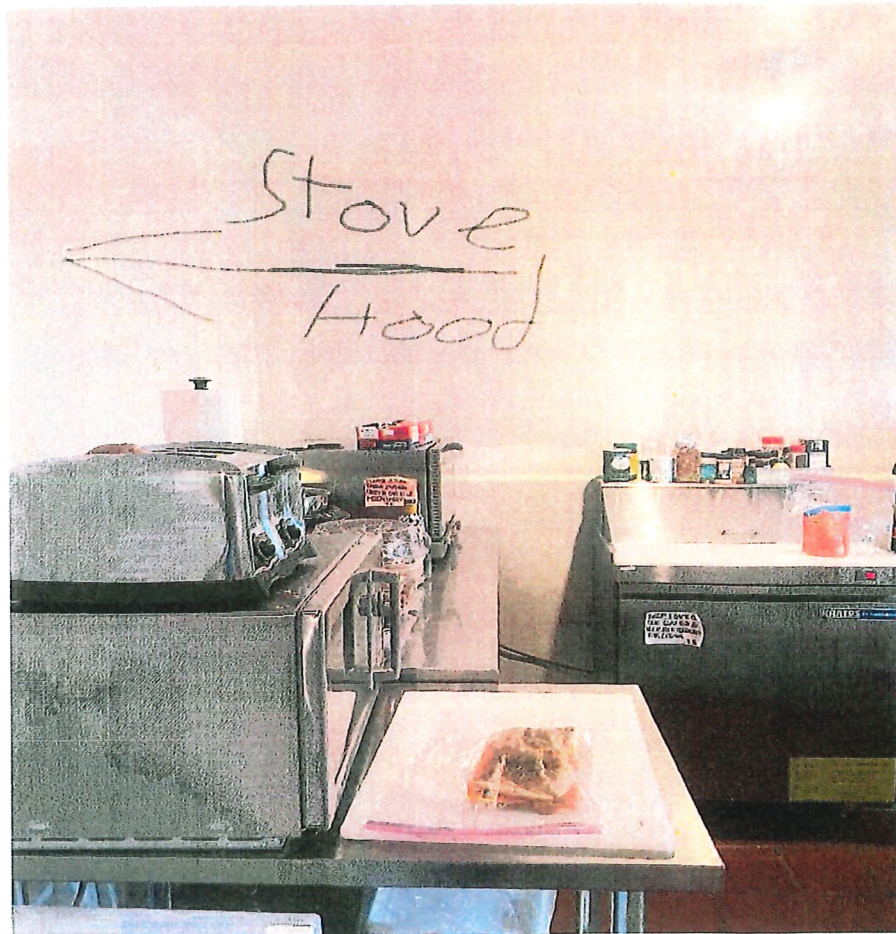
Cesar Granados

DIRECTOR

This card is the property of the CID and shall be surrendered upon demand.

RINCON DE MESILLA

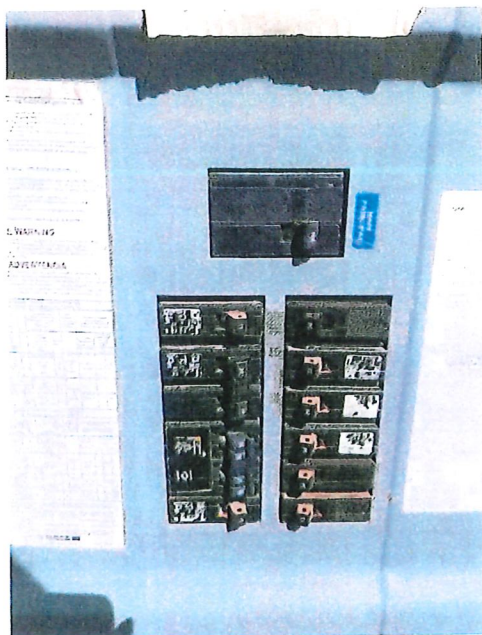
2488 Calle de Guadalupe







Air conditioning rewiring in the kitchen



Work on the outside breaker add an additional breaker

LEASE FOR BUSINESS PREMISES

THIS LEASE is made and executed in duplicate by and between PsyConOps Publishing, LLC, hereinafter as "LESSOR" and Juan Albert//Claudia Gonz, hereinafter referred to as "LESSEE."

1. **DESCRIPTION OF PREMISES.** Lessor leases to Lessee, and Lessee leases from Lessor, as herein provided, the premises located at 2488 Calle de Guadalupe, Mesilla, NM 88046, consisting of approximately 1500 sqft of interior space and exterior courtyard enclosed by adobe/cinderblock walls and gate.

2. **LEASE TERM.** The initial term of this Lease is three years commencing on 1 May 2021 and ending on 30 April 2024. If Lessee remains in possession of the leased premises with the written consent of the Lessor after the expiration date stated above, this Lease will be converted to a month-to-month Lease and each party shall have the right to terminate the lease by giving at least one month's prior written notice to the other party.

3. **USE OF PREMISES.**

(a) The premises are to be used by Lessee, in its business, the sale of retail products provided Lessee does not offer the same products and services as existing Tenants.

(b) Lessee shall not do or permit anything to be done in or about the Property nor bring or keep anything therein which is not within the permitted use of the Premises; nor shall Lessee maintain or permit any nuisance in, on, or about the Premises. Lessee shall not commit or allow to be committed any waste in or upon the Property. Lessee shall observe and comply with all laws, codes and ordinances.

4. **COMPLIANCE WITH LAWS AND REGULATIONS.** Lessee shall comply with all Federal, State, County, and City laws, statutes, ordinances, rules, and regulations affecting or respecting the use or occupancy of the Leased Premises by the Lessee, or the business at any time thereon transacted by the Lessee, and Lessee shall comply with all rules which may be hereafter adopted by Lessor for the protection, welfare and orderly management of the building and its tenants.

5. **CLEANLINESS OF PREMISES.** Lessee will keep the interior and exterior of the Leased Premises clean and will not store any refuse, trash or hazardous materials in the Leased Premises or in or around the Leased Premises, other than in the refuse containers. Lessee will be responsible for excess trash and litter in the rear or front of the building at Lessee's sole cost. In the event Lessor is required to clean up the Premises due to Lessee's trash or other breach of this Lease, Lessee will immediately pay the invoice when presented by Lessor for the cost of clean up. Lessee shall also be responsible for interior and exterior pest control of the Leased Premises, and exterior landscaping maintenance and upkeep.

6. **RENT.**

(a) The Lessee shall pay, or cause to be paid to the Lessor as rental for the Premises Rent as set forth below in advance on the first day of each month during the Term hereof beginning on 1 May 2021 and continuing on the first day of each month thereafter:

1 May 2021 – 31 October 2021: \$12,000, payable in monthly installments of \$2000 per month.
1 November 2021 – 30 April 2022: \$13,200, payable in monthly installments of \$2200 per month.
1 May 2022 – 30 April 2023: \$28,800, payable in monthly installments of \$2400 per month.
1 May 2023 – 30 April 2024: \$31,200, payable in monthly installments of \$2600 per month.

Lessee to pay Rent for the term of the lease period. Rent payments received by the Lessor after the fifth day of the month will be late and carry an additional late charge penalty of 20% of the Rent. If any monthly payment of rent is not paid 15 days from the due date, the Lease shall be in default for nonpayment of Rent. In addition to the monthly rent payment, Lessee shall be responsible for paying for electric utilities and maintenance of exterior. Since the utility service and public area are shared, these costs will be split 50/50 with tenant in the southern portion of the building. Usage history shows an average of \$250/mth for electric bills. Lessee will thus pay \$125/mth for electric. If the total electric charges exceed \$300/mth over a period of several months due to the lessee's use of additional energy (i.e., appliances for café) then the charges will be adjusted accordingly. Current landscape maintenance/mosquito spraying costs also total \$250/mth. These costs will be split 50/50 with tenant in the southern portion of the building. Lessee will thus pay \$125/mth for landscape maintenance/mosquito spraying. Lessor will be responsible for paying water, sewer, and garbage pickup as well as property taxes.

(b) COVID Clause: If, due to an outbreak of the COVID virus, the Governor orders the closure of retail businesses that include the Lessee's retail business (not food services), the Lessee may choose to pay 50% of the rent during the period of the ordered closure. Upon termination of the closure order by the governor, the Lessee shall pay the amount in arrears over the period of the following year in 12 equal payments. In addition, the Lessee will not be required to pay for their 50% share of the electric (assuming no electric is being consumed) or for the landscape maintenance during the period of ordered closure.

(c) In consideration of the mutual benefits arising from the Lease, Lessee hereby grants to Lessor a lien and security interest on all Premises of Lessee now or hereafter placed in or upon the premises, and such property shall be and remain subject to such lien and security interest of Lessor for payment of all rent, additional rent and other sums agreed to be paid by Lessee according to the terms of this Lease. The lien provided in this section shall not be exclusive of any lien rights that exist under the laws of the State of New Mexico.

(d) All taxes, charges, costs, and expenses payable by Lessee hereunder, together with all interests and penalties that may accrue thereon in the event Lessee fails to pay those items, and all other damages, costs, expenses and sums that Lessor may suffer or incur, or that may become due, by reason of any default of Lessee or failure by Lessee to comply with the terms and conditions of this Lease shall be deemed to be additional rent. Lessee shall pay to Lessor, as additional rental for each month of each year of the Lease term. Lessor shall have the same remedies for Lessee's failure to pay the additional rent as for non-payment of Rent. Lessor, at its election, shall have the right, but not the obligation, to pay or do any act which requires the expenditure of any sums of money by reason of the failure or neglect of Lessee to perform any of the provisions of this Lease, and in the event Lessor shall, at its election, pay such sums or do such acts requiring the expenditure of monies, Lessee agrees to pay the Lessor upon demand, all such sums, and the sums so paid by Lessor, which shall be deemed to be additional rent and be payable as such may be collected or enforced as provided by law with respect to payment of rent.

7. LIENS.

(a) Lessee agrees that Lessee will pay all liens of contractors, subcontractors, mechanics, laborers, material men, and other liens of like character, and will indemnify Lessor against all legal costs and charges, bond premiums for release of liens, including reasonable attorney fees reasonably incurred (whether litigation's is necessary or not) in discharging the said premises or any part thereof from any liens, judgments, or encumbrance caused or suffered by Lessee. In the event a lien is recorded, Lessee shall have such lien removed through payment or bonding within fifteen (15) days of recording and if Lessee fails to remove the lien from the Lease Premises within that time Lessor may cause it to be removed at Lessee's

sole cost and expense and all such amounts incurred to remove the lien, including all costs, expenses and attorney fee shall be deemed additional rent hereunder.

(b) Lessee herein shall not have any authority to create any liens for labor or material on the Lessor's interest in the land and Building, and all persons contracting with the Lessee for the erection, installation, construction, alteration, or repair of improvements on or to the above described premises, and all material men, contractors, mechanics, and laborers are hereby charged with notice that they must look to the Lessee and to the Lessee's interest only in the above described property to secure the payment of any bill for work done or material furnished during the rental period created by this Lease.

(c) Lessee agrees to provide Lessor, upon Lessor's request, documentation of work orders and corresponding executed notarized waivers and releases of mechanics liens evidencing payment in full to any and all contractors, subcontractors, mechanics, laborers, material men, and the like.

8. **LESSEE'S DEFAULT.** The occurrence of any one or more of the following events shall additionally constitute a default and breach of this Lease by Lessee:

(a) the vacating or abandonment of the Premises by Lessee; or if Lessee shall sublet the Premises or assign this Lease in violation of the requirements set forth in this Lease; or

(b) the failure by Lessee to make any payment of rent, additional rent or any other payment required to be made by Lessee hereunder, as and when due and Lessee fails to cure such default within ten (10) days of written notice of default by Lessor; or

(c) the failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Lessee, other than described in Section B above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Lessor to Lessee, provided, however, that if the nature of Lessee's obligation is such that more than thirty (30) days is necessary for complete performance, then Lessee shall not be in default if Lessee commences performance within such thirty (30) day period and, thereafter, diligently prosecutes the same to completion;

(d) if Lessee shall make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt by any court and such adjudication shall not be vacated within thirty (30) days, or Lessee takes the benefit of any insolvency act, or Lessee be dissolved voluntarily or involuntarily or have a receiver or custodian of Lessee's Property appointed in any proceedings other than bankruptcy proceedings;

(e) if a trustee, receiver, or liquidator of Lessee or any substantial part of its business or assets shall be appointed with the consent or acquiescence of Lessee, or if such appointment, if not consented to or acquiesced in, shall remain unvacated or unstayed for an aggregate of thirty (30) days;

(f) if the interest of Lessee herein shall be sold under execution or other legal process; and

(g) in any event whereby this Lease or the estate hereby granted, or the unexpired balance of the Term hereof would by operation of law or otherwise devolve upon or pass to any person, firm or corporation other than Lessee, except as permitted in this Lease.

9. **INSURANCE ON LEASED PREMISES.**

(a) The Lessee shall procure and keep in force at all times during the term of the Lease, at its expense, public liability insurance in an amount of not less than One Million Dollars (\$1,000,000) for

personal injuries arising out of any one accident with no per person limit and Two Hundred Thousand Dollars (\$200,000) for property damage. The Lessor shall be named as an additional insured, and when requested by the Lessor, the Lessee shall furnish the Lessor with certificate or certificates evidencing such insurance.

(b) The Lessor shall procure and keep in force at all times during the term of the Lease insurance against the loss or damage by fire or other casualty and by extended coverage hazards for full replacement value all improvements to the Leased Premises, including without limitation, all buildings and structures, leasehold improvements, and appurtenances thereto situated on the Leased Premises which are now or hereafter a part of the Leased Premises.

(c) The Lessee shall not create any avoidable hazards to the improvements on the Leased Premises which would cause an increase in the existing rate of fire or extended coverage insurance thereon.

(d) Lessee shall obtain and maintain any other insurance that Lessee desires on the demised premises or on the personal property thereon at the expense of Lessee and any additional insurance desired by Lessee, may be written by any carrier selected by Lessee.

(e) It is expressly understood by and between the parties that Lessee shall have the sole responsibility to obtain sufficient insurance to insure its personal property and furnishings from any losses with a property damage liability insurance policy. Insurance coverage purchased by Lessee shall be in an amount reasonably acceptable to Lessor and shall be purchased from insurance companies authorized to do business in the State of New.

(f) All policies purchased by Lessee shall contain a provision for notice to the Lessor not less than thirty (30) days in advance of any cancellation or material changes in such policy. In case of failure of Lessee to make premium payments when due, the Lessor may pay the amount of any such premiums, which amount with interest thereon from the date of payment by Lessor shall be added to and become part of the next installment of rent. Copies of renewal policies for any insurance required under this Section shall be deposited by Lessee with Lessor at least ten (10) days prior to the expiration of existing policies and upon failure so to do, Lessor may immediately purchase, for the account of Lessee, the necessary insurance from any reputable insurance company without notice to Lessee, and Lessee shall reimburse Lessor for costs thereof within ten (10) days after demand.

10. **MAINTAINING PREMISES.** Lessee at its own expense, agrees to maintain the leased premises and appurtenances thereto in good repair and maintain the same in clean, sightly and sanitary order. Lessee shall, at its expense, keep in good order and maintain, repair, the following: ceiling, floors, plumbing, equipment, the exterior doors, windows, landscaping, wiring, HVAC. Lessee shall maintain the HVAC on a monthly maintenance program including changing the air filters and cleaning the coils. All repairs and maintenance expenses will be at the expense of the Lessee. Lessee will keep the premises occupied and used in a clean and sanitary condition. Lessor is responsible for maintaining and replacement of the roof and structure of the premises.

11. **WARRANTY OF QUIET ENJOYMENT.** Lessee, upon paying the rents and other amounts due under this Lease and keeping and performing the covenants of this Lease to be performed by Lessee, shall peacefully and quietly hold, occupy, and enjoy said premises during said term or any renewal thereof without any let, hindrance or molestation by Lessor or any persons lawfully claiming under Lessor.

12. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign this Lease nor sublet all or any part of the Leased Premises without first securing Lessor's written consent which may be withheld for any reason. If Lessor does consent to an assignment or subletting, the assignee and/or sublessee shall first

be obliged in writing to likewise assume all of the obligations of Lessee under this Lease and Lessee shall, for the full term of this Lease, continue to be jointly and severally liable with such assignee or sublessee for the payment of rents and the performance of all obligations required of Lessee under this Lease. The Lessor shall not unreasonably withhold its aforesaid consent; however, the Lessee hereby acknowledges that the use to which the Leased Premises are put and the compatibility of any occupant of the Leased Premises with other Lessees on the contiguous property, and the ability to pay rent when due are of prime importance and significance to the Lessor. Any approved sublease or assignment shall not constitute a consent to any additional assignment or sublease and as a condition precedent to any obligation of Lessor to approve or consent to an assignment or sublease, Lessee must provide to Lessor a copy of the proposed sublease or assignment plus financial documents requested by Lessor relating to the proposed subtenant or assignee and any profit with regard to any assignment or sublease shall be the property of Lessor.

13. **INTERRUPTION OF SERVICE.** Lessor does not warrant that any services to be provided by Lessor will be free from interruption due to causes beyond Lessor's control. In the event of temporary interruption of services or unavoidable delay in the making of repairs, the same shall not be deemed an eviction or disturbance of Lessee's use and possession of the Leased Premises nor render Lessor liable, except if caused by the negligence of the Landlord, its agents or employees, to Lessee for damage by abatement of rent or otherwise, nor shall the same relieve Lessee from performance of Lessee's obligations under this Lease.

14. **ALTERATIONS AND ADDITIONS.**

Lessee shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof, without the prior written consent of the Lessor which shall not be unreasonably withheld. All improvements made by Lessee shall at once become a part of the realty and belong to the Lessor and shall be surrendered with the Property. The Lessee shall return the Premises to the Lessor at the end of the lease term in its state existing on the Commencement Date of this Lease, normal wear and tear excepted. Notwithstanding the foregoing, Lessee shall have the right to make interior, non-structural alterations, additions or improvements to the Property without first obtaining Lessor's consent.

Lessor shall have the right and privilege to make and build additions to the buildings of which the Premises are a part (if applicable) and make such alterations and repairs to the Premises as it may deem advisable. Lessor shall not be liable to Lessee, and Lessee hereby waives any claims for, lost profits or consequential damages relating to any alterations or repairs to the Premises or adjacent building made by Lessor or at Lessor's direction.

15. **ACCEPTANCE OF PROPERTY.** By entry hereunder, Lessee shall be deemed to have accepted the Property as being in good, sanitary order, condition and repair.

16. **WAIVER OF CLAIM.** Except if caused by negligence of the Landlord, its agents or employees, Lessee waives and releases all claims against Lessor, its agents, employees, and servants, in respect of, and sustained by Lessee, or any other person, occurring in or about the building or the leased premises resulting directly or indirectly, from any existing or future condition, defect, matter or thing in the Leased Premises, or the Building or any part of it, or from equipment or appurtenance therein, or from accident, or from any occurrence, act, or from negligence or omission of occupant of the Building, or of any other person; but nothing in this paragraph shall be deemed to relieve Lessor from liability for damage or injuries to person or property caused by or resulting from the negligence of Lessor, its agents, servants or employees. This paragraph shall apply especially, but not exclusively, to damage caused as aforesaid or by flooding, sprinkling devices, air conditioning apparatus, water, steam, excessive heat, falling plaster, broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or from any thing or circumstance above mentioned, or any other thing or circumstance, whether of a like or wholly different

nature. All property in the Leased Premises belonging to Lessee, its agents, employees, or invitees, or to any occupant of the Leased Premises, shall be there at the risk of Lessee or other person only and Lessor shall not be liable for damage thereto or theft, misappropriation, or loss thereof. Lessee agrees to hold harmless and to indemnify Lessor against claims and liability for injuries to all persons and for the damage to, or due to act or omission of Lessee, its agents, employees, guests, customers, clients, and invitees.

17. **SIGNS.** Upon approval of sign design by Lessor, Lessee at its expense, may install signage identifying the name of Lessee's business on the Leased Premises in accordance with the town of Mesilla codes. Lessee agrees to such standards and will keep its sign in good repair and condition.

18. **EMINENT DOMAIN.** If the whole of the Leased Premises shall be taken by any public authority under the power of eminent domain, or if so much of the building or grounds shall be taken by any such authority under the power of eminent domain so that the Lessee cannot continue to operate its business in the Leased Premises, then the term of this Lease shall cease as of the day possession shall be taken by such public authority and the rent shall be paid up to that day with proportionate refund by Lessor of any such rent as may have been paid in advance or deposited as security. The amount awarded for any taking under the power of eminent domain shall belong to and be the property of the Lessor whether such amount be awarded as compensation for diminution in value to the leasehold or to the fee of the premises or as damage to the residue.

19. **HOLDING OVER.** At the expiration or earlier termination of this Lease, Lessee will remove Lessee's Property and will deliver possession of the Premises to Lessor, together with any Improvements made, in the same condition they were on the Commencement Date, except for reasonable wear and tear. If Lessee remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Lessor, such holding over shall be deemed a tenancy at sufferance and Lessee shall pay to Lessor a rental rate double in the amount of the monthly rent, plus all other charges payable hereunder, paid during the last month prior to termination of the Lease, and upon all the same terms set forth herein.

20. **ENTRY BY LESSOR.** Lessor reserves, and shall have the right during normal business hours upon reasonable notice (which may be verbal rather than written) to enter the Premises to inspect the same, to show said Premises to prospective purchasers or lessees, to post reasonable notices for non-responsibility, to repair the Premises, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always provided that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Lessee shall not be interfered with unreasonably. Lessee hereby waives any claim for damages or for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Lessor shall have the right to use any and all means which Lessor may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Lessee and any entry to the Premises obtained by Lessor by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a retainer of, the Premises, or an eviction of Lessee from the Premises or any portion thereof.

21. **NOTICES.** Any notice, request, demand, consent, approval or other communication required or permitted under this Contract (collectively a "Notice") shall be (a) in writing (or telefax) and (b) addressed by the sender to the other party at address or number and in the manner set forth below:

If to the Lessor:
PsyConOps Publishing
PO Box 594

If to Lessee:
Juan Albert/Claudia Gonz
4108 Mission Bell Ave

Except as otherwise provided in this Agreement, each notice shall be effective and shall be deemed delivered on the earlier of: (i) its actual receipt, if delivered personally, by facsimile (on the condition that the sending party has confirmation of a transmission receipt of the notice), courier service, or, (ii) on the third (3rd) day after the notice is postmarked for mailing by first-class, postage prepaid, certified, United States mail, with return receipt requested (whether or not the return receipt is subsequently received by the sender).

22. **ESTOPPEL CERTIFICATE.**

(a) **Execution of Estoppel Certificate.** At any time, and from time to time, upon the written request of Lessor or any mortgagee, Lessee within twenty (20) days of the date of such written request agrees to execute and deliver to Lessor and/or such mortgagee, without charge and in a form reasonably satisfactory to the Lessor and/or such mortgagee, a written statement: (a) ratifying this Lease; (b) confirming the commencement and expiration date of the term of this Lease; (c) certifying that Lessee is in occupancy of the Property, and that the Lease is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated; (d) certifying that all conditions and agreements under this Lease to be satisfied or performed by Lessor have been satisfied and performed except as shall be stated; (e) certifying that Lessor is not in default under the Lease and there are no defenses or offsets against the enforcement of this Lease by Lessor or stating the defaults and/or defenses claimed by Lessee; (f) reciting the amount of advance rent, if any, paid by Lessee and the date to which such rent has been paid; (g) reciting the amount of security deposited with Lessor, if any; and (h) any other information which Lessor or the mortgagee shall require.

(b) **Failure to Execute Estoppel Certificate.** The failure of Lessee to execute, acknowledge and deliver to Lessor and/or any mortgagee a statement in accordance with the provisions of Section 31(a) above within the said twenty (20) day period shall constitute acknowledgment by Lessee which may be relied upon by any person holding or intending to acquire any interest whatsoever in the Premises that this Lease had not been assigned, amended, changed, or modified, is in full force and effect and that the Rent and additional rent have been duly and fully paid not beyond the respective due dates immediately preceding the date of the request for such statement and shall constitute as to any persons entitled to rely on such statements a waiver of any defaults by Lessor or defenses or offsets against the enforcement of this Lease by Lessor which may exist prior to the date of the written request, and Lessor at its option, may treat such failure as an event of default.

23. **LIMITATION OF LESSOR'S PERSONAL LIABILITY.** Lessee specifically agrees to look solely to Lessor's interest in the Premises for the recovery of any judgment against Lessor, it being agreed that Lessor (and its partners and/or shareholders) shall not be personally liable for any such judgment. Further under no circumstances shall Lessor be liable for incidental, consequential or special damages.

24. **DESTRUCTION OF PREMISES.** Should the Premises be destroyed by a fire or other casualty, or damaged to such an extent that the repair would not be permitted under any law, rule, order or ordinance of any state or county authority, then this Lease shall be canceled unless the Lessor determines to rebuild the building and the Lessor elects not to terminate the lease, provided the building can be reconstructed within a period of 90 days from the date of destruction. In the event the building is damaged by fire or any other cause whatsoever and such damage can be reasonably repaired, this Lease shall not be terminated.

25. **INDEMNIFICATION.** Lessee shall defend, indemnify and hold harmless Lessor, its agents, representatives, general partners, shareholders, owners, officers, directors, employees, assigns or successors, against and from any and all claims, costs, losses, damages, liabilities, causes of action, awards, judgments, expenses and attorney fees of whatever kind or nature incurred by Lessor arising from or in any way connected to Lessee's use of the Property or from the conduct of its business or from any activity permitted or suffered by the Lessee or its employees, guests or invitees in or about the Property; Lessee's failure to comply with any law, rule, regulation or order of any governmental authority; from any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to Property or injury to persons in, upon or about the Property, from any cause other than Lessor's gross negligence or willful misconduct; this indemnification and hold harmless agreement shall apply to all claims against Lessor including claims attributable in whole or part to Lessor's negligent acts or omissions; and Lessee hereby waives all claims in respect thereof against Lessor. Lessee shall give prompt notice to Lessor in case of casualty or accidents to Lessor. If Lessor is made a party to any litigation commenced against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Lessor in connection with such litigation and any appeal thereof.

26. **WAIVER OF JURY TRIAL.** The parties hereto, knowingly, voluntarily and intentionally waive the right any of them may have to a trial by jury in respect to any litigation arising out of, under, or in connection with this Agreement, and any other agreements executed or contemplated to be executed in connection herewith, or any course of conduct, course of dealings, statements (whether verbal or written) or actions of any party (including, without limitation, any action to rescind or cancel this Agreement and any claims or defenses asserting that this Agreement was fraudulently induced or is otherwise void or voidable); this waiver being a material inducement for Lessor to enter into this Agreement with Lessee.

27. **PRIOR AGREEMENTS/AMENDMENTS.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose and all such provisions are merged herein. No provision of this Lease may be amended, modified, or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

28. **CHOICE OF LAW/VENUE.** This Lease shall be governed by the laws of the State of New Mexico and the exclusive venue for its enforcement and any action or proceeding based upon or arising from this Lease shall be in Dona Ana County, NM.

29. **ATTORNEYS' FEES.** In any action or proceeding brought by either party under this Lease, the prevailing party shall be entitled to recover from the unsuccessful party its attorney's fees and costs, in such amount as the court may adjudge reasonable.

30. **ACT OF GOD OR FORCE MAJEURE.** Except for Lessee's continuing obligation to pay the rent identified herein, either party shall not be required to perform any covenant or obligation under this Lease, or be liable for damages to the other, so long as the performance or nonperformance of the covenant or obligation is delayed, caused or provided by an act of God or force majeure. For purposes of this Lease, an "act of God" or "force majeure" is defined as strikes, lockouts, sitdowns, material or labor restrictions by an governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds, hurricanes, tornados or inclement weather which prevents construction), acts of public enemy, wars, insurrections, and/or any other cause not reasonably within the control of such party or which by the exercise of due diligence such party is unable wholly or in part, to prevent or overcome.

31. **SALE OF PROPERTY BY LESSOR.** In the event of any sale of the Property or Buildings by Lessor, Lessor shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Lessor under this Lease.

32. **AUTHORITY.** The undersigned individuals executing this Lease on behalf of the Lessee and Lessor if such party is a corporation, partnership, trust or other entity, hereby individually represents and warrants to the other party that such individual has full power and authority to bind such entity to the terms and provisions of this Lease and has obtained all necessary approvals and consents to sign this Lease on behalf of such entity.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this lease to be executed and sealed, this _____ day of _____.

LESSOR:

PsyConOps Publishing (Joseph W. Foster)

LESSEE:

Juan Albert

Claudia Gonz



NEW MEXICO



DRIVER'S LICENSE



License # 511468680 ISSUED 01/14/2022
Date of Birth 05/25/1957 EXPIRES 01/13/2030

ALBERT
JUAN FRANCISCO

4108 MISSION BELL AVE
LAS CRUCES, NM 88011

WEIGHT 220 SEX M CLASS D
HEIGHT 5'07" EYES BLU ENFORCEMENTS NONE
DONOR RESTRICTIONS NONE

Albert

BOARD ACTION FORM

AGENDA DATE

PZHAC: March 6, 2023

BOT:

ITEM: PZHAC CASE #061551 – 1910 Calle de Parian, submitted by Lilian Grijalva, to request a building permit to restore structure on property to include a much needed roof. Zone: **Historical Commercial (HC)**

BACKGROUND AND ANALYSIS: Applicant is looking for approval for a reroof. Damages are substantial and is looking to install new roof.

IMPACT:

- 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:

- Applicant is not listed as owner of property but does have documents granting authority, Certificate of Beneficial
- Applicant first attempt to acquire building permit was 9/19/22, denied due to no license contractor

ALTERNATIVES:

The Planning, Zoning and Historical Appropriateness Commission (PZHAC) 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.

DEPARTMENT RECOMMENDATIONS:

- Staff Approve
- Work is for a reroof back to its original appearance, building structure will not change per municipal code 18.33.090 Sec D
- Verified proof of legal access
- All fees paid in full
- Contractor license active

SUPPORTING INFORMATION:

- Application
- Certificate of Death
- Certificate of Beneficial Owner
- Contractor license copy
- NM issued ID
- Roof plans

TOWN OF MESILLA
APPLICATION FOR BUILDING PERMIT

Permit Fee \$ 679⁰⁰
 Review Fee \$ 695⁰⁰
 Total Fee \$ 7345⁰⁰

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

CASE NO. 016551 ZONE: HC CODE: RN APPLICATION DATE: 3/2/23

LILLIAN GRIJALVA 575 621-5265
 Name of Property Owner Property Owner's Telephone Number

LILLIAN GRIJAWA 1810 1-ALFREDON LAS CRUCES, N.M. 88005
 Property Owner's Mailing Address City State Zip Code

lilgrijalva@gmail.com
 Property Owner's E-mail Address

FORT SELDEN BUILDERS (MIKE GARZA)
 Contractor's Name & Address (if none, indicate Self)

575 636-4454 27-299 3089 3 78594
 Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number

Address of Proposed Work: 1910 CALLE DE PARIAN

Description of Proposed Work: ROOF INSULATION:
SEE ATTACHED

THIS APPLICATION SHALL INCLUDE ALL OF THE FOLLOWING Plan sheets are to be no larger than 11 x 17 inches or shall be submitted electronically.

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.
7. ___ Proof of legal access to the property.
8. ___ Drainage plan.
9. ___ Details of architectural style and color scheme (checklist included for Historical zones) – diagrams and elevations.
10. ___ 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).
11. ___ Proof of legal access to the property.
12. ___ Other information as necessary or required by the Town Code or Community Development Department.

\$ 497666.25 [Signature] 2-16-23
 Estimated Cost Signature of Applicant Date

Application Fee is due at time of submittal. Apart from administrative approvals, all permit requests must undergo a review process from staff, PZHAC and/or BOT before issuance of a building permit. All Building permits expire after one year from date issued.

FOR OFFICIAL USE ONLY

PZHAC Administrative Approval 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: _____

Fort Selden Roofing
1400 Brown Rd Ste A
Las Cruces, NM 88005
575-644-9581
jose.fsr@live.com

Estimate

ADDRESS

Lillian Grijalva
1910 Calle De Parian
Mesilla, NM 88005
(575) 621-5265

ESTIMATE # 3607
DATE 10/26/2022

ACTIVITY	QTY	RATE	AMOUNT
Old Tortilla Factory Building Roofing Installation of Carlisle TPO Roof System Remove & dispose of existing built up roof system down to decking. Fasten 1" Polyiso Insulation board with 3" steel plates and fasteners over decking. Fully adhere 60 mil TPO membrane on field and up parapet walls. Heat weld all seams and pre molded boot flashings. Fasten metal termination bar along parapet walls. Seal all pipes and penetrations with Universal Sealant. Leave CLEAN around jobstie.	1	46,000.00	46,000.00T

SUBTOTAL	46,000.00
TAX	3,766.25
TOTAL	\$49,766.25

Accepted By

Accepted Date

CERTIFICATE OF DEATH

United States of America, State of New Mexico
New Mexico Vital Records and Health Statistics

DONA ANA

LAS CRUCES

County of Death

City, Town, Location

Note: If death is due to accident, homicide, trauma, or unknown causes, refer case to Medical Investigator.

FOR STATE OFFICE USE ONLY

FOR STATE OFFICE USE ONLY
Reissue of filed certificate. Hold at angle to view.
Official watermark. See attached Affidavit of Correction.

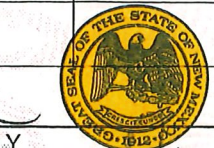
DECEASED	DECEDENT-NAME 1. MIGUEL A. GRIJALVA JR.			SEX 2. MALE	DATE OF DEATH (mo, day, yr) 3. MARCH 16, 2005	
	DATE OF BIRTH (mo, day, yr) 4. APRIL 23, 1925	AGE-last birthday 5a. 79	UNDER 1 YEAR MOS. DAYS 5b.	UNDER 1 DAY HOURS MINS. 5c.	RACE - Specify White, Black, Native American, etc. 6a. HISPANIC	IF NATIVE AMERICAN, Specify Tribal Affiliation (e.g. Zia, Jicarilla, Navajo, etc.) 6b. N/A
	Is Decedent Hispanic? (If yes, more than one may be checked) 6c. <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, Specify: <input type="checkbox"/> Cuban <input type="checkbox"/> Spanish <input type="checkbox"/> Puerto Rican <input checked="" type="checkbox"/> Mexican <input type="checkbox"/> Other			EDUCATION OF DECEDENT - Indicate highest grade completed 7. 0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 <input checked="" type="checkbox"/> 17 + UNK		
	PLACE OF DEATH - Name of hospital or other facility (If neither, give street and number or location) 8a. MEMORIAL MEDICAL CENTER					
	HOSPITAL 8b. <input type="checkbox"/> Inpatient <input checked="" type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA <input type="checkbox"/> OTHER <input type="checkbox"/> Nursing Home <input type="checkbox"/> Residence <input type="checkbox"/> Other (Specify)					
	STATE OR COUNTRY OF BIRTH 9. CALIFORNIA	CITIZEN OF WHAT COUNTRY 10. USA	MARRIED, NEVER MARRIED, WIDOWED, DIVORCED - Specify 11. MARRIED	SURVIVING SPOUSE (If wife, give birth name) 12. PRISCILLA OLIVER		WAS DECEDENT EVER IN U.S. ARMED FORCES? 13. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	SOCIAL SECURITY NUMBER 14. 561-20-2514		USUAL OCCUPATION (Kind of work done during most of working life, even if retired) 15a. OWNER-LAS CRUCES FOODS		KIND OF BUSINESS OR INDUSTRY 15b. FOOD MANUFACTURER	
	RESIDENCE - State 16a. NEW MEXICO		County 16b. DONA ANA	City, Town or Location 16c. LAS CRUCES		INSIDE CITY LIMITS? 16d. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	STREET AND NUMBER OR LOCATION 16e. 1810 HALFMOON			ZIP CODE 16f. 88005		
	FATHER - NAME First Middle Last 17. MIGUEL A. GRIJALVA SR.			MOTHER - BIRTH NAME First Middle Last 18. BLANCA		
INFORMANT - NAME (Type or print) 19a. PRISCILLA GRIJALVA		MAILING ADDRESS Street/RFD No. City/Town State Zip 19b. 1810 HALFMOON LAS CRUCES NEW MEXICO 88005				
DISPOSITION	METHOD OF DISPOSITION 20a. <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Other (Specify)				CEMETERY/CREMATORY - Name 20b. MASONIC CEMETERY	
	LOCATION City/Town State 20c. LAS CRUCES NEW MEXICO		FUNERAL SERVICE LICENSEE or PERSON ACTING AS SUCH - Signature 21a. <i>[Signature]</i>		LICENSE NUMBER 21b. FSP 0420	
	FACILITY - NAME 21c. GETZ FUNERAL HOME		FACILITY - ADDRESS Street/RFD No. City/Town State 21d. 1410 E. BOWMAN AVE. LAS CRUCES NEW MEXICO			
	22a: Certified by (Check One): <input type="checkbox"/> Office of Medical Investigator <input checked="" type="checkbox"/> Certified Physician <input type="checkbox"/> D.O. <input type="checkbox"/> Tribal/Military Authority Certifiers Signature: On the basis of examination and/or investigation, in my opinion, death occurred at the time, date and place and due to the cause(s) stated. 22b. <i>[Signature]</i> Type/Print Name: SIDNEY WEBB MD 2735 NORTHRISE DR LAS CRUCES, NM 88011 Mailing Address (City, State and Zip Code): 22c. MARCH 22, 2005 22d. 7:55 AM 22e. MARCH 16, 2005 22f. 7:55 AM MANNER OF DEATH 22g. <input type="checkbox"/> SUICIDE <input checked="" type="checkbox"/> NATURAL <input type="checkbox"/> ACCIDENT <input type="checkbox"/> HOMICIDE <input type="checkbox"/> UNDETERMINED					
CERTIFICATION	DATE FILED AT NMVRS (mo., day, yr) 23a. March 28, 2005		REGISTRAR'S SIGNATURE 23b. <i>[Signature]</i> 559249			
	WAS AN AUTOPSY PERFORMED? 24a. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If yes, were findings considered in determining cause of death? 24b. <input type="checkbox"/> Yes <input type="checkbox"/> No		LOCATION WHERE AUTOPSY WAS PERFORMED (CITY, STATE) 24c.	
	WAS RECENT SURGICAL PROCEDURE PERFORMED? 25a. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, SPECIFY TYPE OF PROCEDURE 25b.		DATE OF PROCEDURE 25c.	
	DESCRIBE HOW INJURY OCCURRED (COMPLETE FOR ACCIDENT, SUICIDE, HOMICIDE, UNDETERMINED) 27a.				HOUR OF INJURY 27b.	DATE OF INJURY - (mo, day, yr) 27c.
	INJURY AT WORK 27d. <input type="checkbox"/> Yes <input type="checkbox"/> No		PLACE OF INJURY - Specify home, farm, street, etc. 27e.		LOCATION ADDRESS Street/RFD No. City/Town State 27f.	
	28. PART I. Enter the diseases, injuries or complications which caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock or heart failure. List only one cause per each line. IMMEDIATE CAUSE (Final disease or condition resulting in death.) → a. <i>[Handwritten: Death, Right]</i> Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury which initiated events resulting in death) LAST b. DUE TO (OR AS A CONSEQUENCE OF): c. DUE TO (OR AS A CONSEQUENCE OF): d. PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.					

NMVRS 904 REV 10/03

SHADED AREAS FOR MEDICAL INVESTIGATOR - LEGAL OFFICER USE ONLY

1799129

CERTIFIED COPY OF VITAL RECORD
This is a true and exact reproduction of all or part of the document officially registered and filed with the New Mexico Vital Records and Health Statistics, Public Health Division, Department of Health.



State Registrar
MAR 28 2005

WARNING: IT IS ILLEGAL TO ALTER, COPY OR COUNTERFEIT THIS CERTIFICATE. ADVERTENCIA: ES ILLEGAL ATERAR, COPIAR O FALSIFICAR ESTE CERTIFICADO.

DATE ISSUED

CERTIFICATION OF BENEFICIAL OWNER(S)

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$100,000.00	12-02-2022	12-02-2037	94690762	1E2 / 030	MAA8050	058	L D G

References in the boxes above are for use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.

Persons opening an account on behalf of a legal entity must provide the following information:

- a. Name and Title of Natural Person Opening Account:
LILLIAN D GRIJALVA, Trustee of THE MIGUEL GRIJALVA, JR. & PRISCILLA O GRIJALVA, JR. TRUST DATED FEBRUARY 24, 1989, AS AMENDED ON AUGUST 8, 2007
- b. Name, Type, and Address of Legal Entity for Which the Account is Being Opened:
THE MIGUEL GRIJALVA, JR. & PRISCILLA O GRIJALVA, JR. TRUST DATED FEBRUARY 24, 1989, AS AMENDED ON AUGUST 8, 2007, Trust; 1810 HALFMOON DR; LAS CRUCES, NM 88005-3311
- c. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

Name	Ownership %	Date of Birth	Address (Res. or Bus. Street Address)	For U.S. Persons ¹	For Non-U.S. Persons ²
LILLIAN D GRIJALVA	100%	12-26-1957	1810 HALFMOON DR, LAS CRUCES, NM 88005-3311, USA	585-84-3943	

(If no individual meets this definition, please write "Not Applicable.")

- d. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:
 - An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
 - Any other individual who regularly performs similar functions.
 (If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

Name/Title	Date of Birth	Address (Res. or Bus. Street Address)	For U.S. Persons ¹	For Non-U.S. Persons ²
LILLIAN D GRIJALVA, Trustee	12-26-1957	1810 HALFMOON DR, LAS CRUCES, NM 88005-3311, USA	585-84-3943	

I, LILLIAN D GRIJALVA (name of natural person opening account), hereby certify, to the best of my knowledge, that the information provided above is complete and correct, and on behalf of THE MIGUEL GRIJALVA, JR. & PRISCILLA O GRIJALVA, JR. TRUST DATED FEBRUARY 24, 1989, AS AMENDED ON AUGUST 8, 2007, I agree to notify the financial institution of any change in such information.

By: _____ Date _____
 LILLIAN D GRIJALVA, Trustee of THE MIGUEL GRIJALVA, JR. & PRISCILLA O GRIJALVA, JR. TRUST DATED FEBRUARY 24, 1989, AS AMENDED ON AUGUST 8, 2007

¹U.S. Persons must provide a Social Security Number.

²Non-U.S. Persons must provide a Social Security Number, passport number and country of issuance, or similar identification number. In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Legal Entity Identifier: _____ (Optional)



Doña Ana County

LYNN J. ELLINS – *County Clerk*

845 N. Motel Boulevard • Las Cruces, New Mexico 88007 • (575) 647-7421

CUSTOMER RECEIPT

Receipt #: 758150
Date: 10/22/2015 02:44:39 PM
Paid By: LAW OFFICE OF DANA M KYLE
Submitted By: LAW OFFICE OF DANA M KYLE
Document Charges

Transaction #: 1231823
Operator ID: reneet
Payment Comment:

Instrument #: 1522730 DEATH CERTIFICATE
Recorded: 10/22/2015 02:44:39 PM

of Pages: 1

Recording Fee \$25.00

SUBTOTAL \$25.00

Instrument #: 1522731 SPECIAL WARRANTY DEED
Recorded: 10/22/2015 02:44:40 PM

of Pages: 2

Recording Fee \$25.00

SUBTOTAL \$25.00

Payment

Check 6563 \$50.00

Totals

Total Amount Due: \$50.00

Total Amount Paid: \$50.00



NEW MEXICO



DRIVER'S LICENSE



License # 005119758 ISSUED 01/03/2022
Date of Birth 12/26/1957 EXPIRES 01/02/2026
GRIJALVA
LILLIAN DOLORES

1810 HALFMOON DR
LAS CRUCES, NM 88005

Lillian Dolores Grijalva

WEIGHT 180 SEX F CLASS D
HEIGHT 5'03" EYES BRO ENDORSEMENTS NONE
DONOR ❤️ RESTRICTIONS B



CLASS: D-1 veh less than 26,001 lb. GVWR. May not tow
> lbs than veh except w/class 4 equalizer hitch or 5th wheel
RESTRICTIONS: B-Corrective Lenses

00511975801
Rev. 11/01/2020

12/26/1957

ENDORSEMENTS: NONE

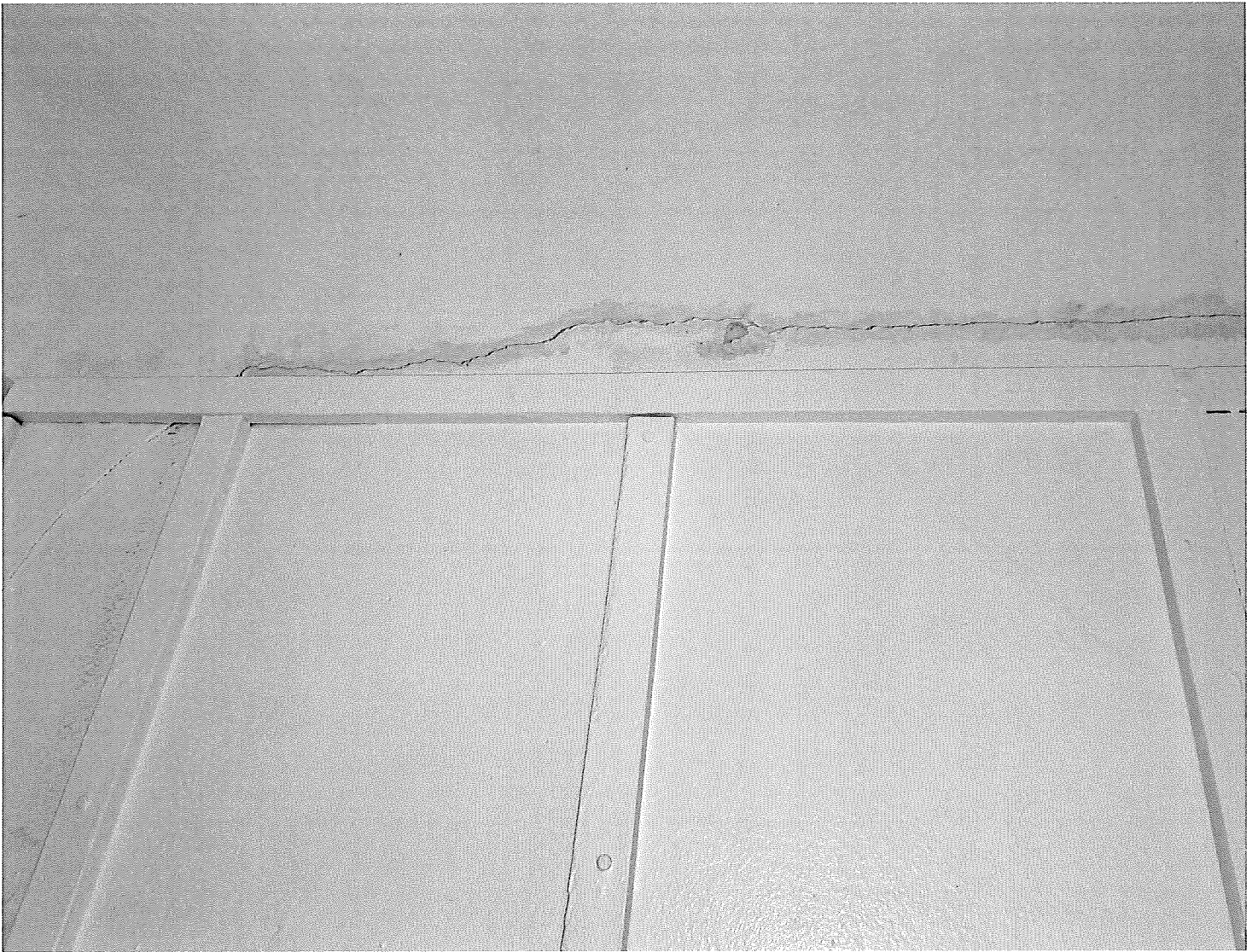




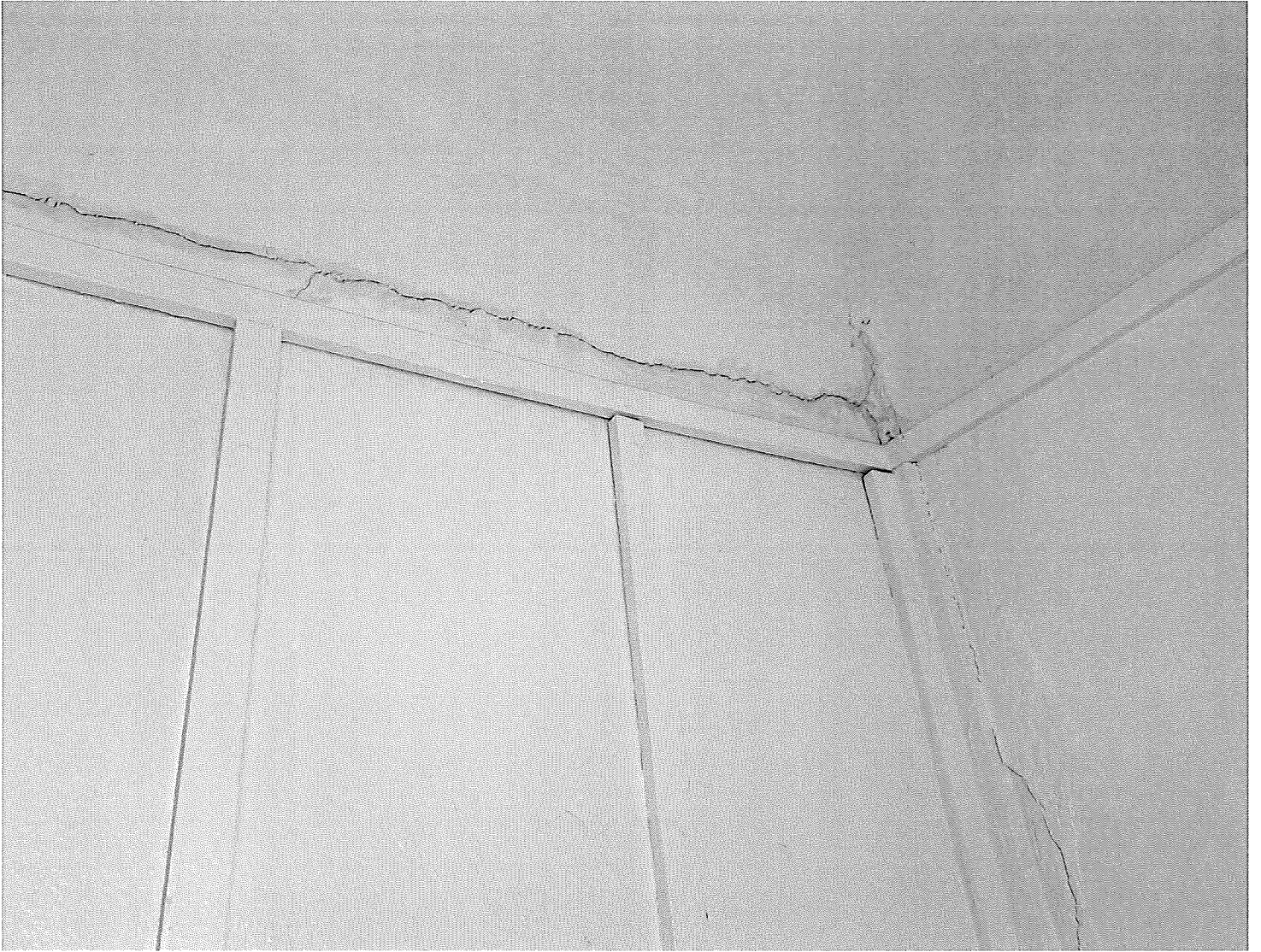
Show search results for 1910 C...



0 20 40ft
-106.794 32.275 Degrees



Clarification of what this is
Wall or Ceiling



wall

BOARD ACTION FORM

AGENDA DATE

PZHAC: March 6, 2023

BOT:

ITEM: PZHAC CASE #061551 – 1910 Calle de Parian, submitted by Lilian Grijalva, to request a building permit to restore structure on property. Zone: **Historical Commercial (HC)**

BACKGROUND AND ANALYSIS: Applicant is looking for approval for a renovating. Structure has damages inside and outside. Looking to renovate back to its original form.

IMPACT:

- 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:

- Applicant is not listed as owner of property but does have documents granting authority, Certificate of Beneficial
- Applicant first attempt to acquire building permit was 9/19/22, denied due to no license contractor

ALTERNATIVES:

The Planning, Zoning and Historical Appropriateness Commission (PZHAC) 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.

DEPARTMENT RECOMMENDATIONS:

- Staff Approve
- Work is to renovate back to its original appearance, building structure will not change per municipal code 18.33.090 Sec D
- Verified proof of legal access
- All fees paid in full
- Contractor license active

SUPPORTING INFORMATION:

- Application
- Certificate of Death
- Certificate of Beneficial Owner
- Contractor license copy
- NM issued ID
- Pictures of damages

**TOWN OF MESILLA
APPLICATION FOR BUILDING PERMIT**

Permit Fee \$ 110.00
 Review Fee \$ 19.50
 Total Fee \$ 129.50

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

CASE NO. 016550 ZONE: RN CODE: AC APPLICATION DATE: _____

LILLIAN GLEJALVA _____ 575-6215265
 Name of Property Owner Property Owner's Telephone Number

1810 HALF MOON - LAS CRUCES, NM 88005
 Property Owner's Mailing Address City State Zip Code

lilgr.jalva@gmail.com
 Property Owner's E-mail Address

RICHARD WEAVER P.O. BOX 2136
 Contractor's Name & Address (If none, indicate Self)

575-649-1508 03157648-008 031258
 Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number

1910 Calle De Pasian
 Address of Proposed Work:

Description of Proposed Work: REPLACING FLOORING TO PREVIOUS CONDITION
REPAIR ADOBE WALLS DAMAGED BY WATER FROM ROOF AS NEEDED.
PAINT EXTERIOR & EXTERIOR WALLS AS NEEDED REPAIRING
TO ORIGINAL COLORS

THIS APPLICATION SHALL INCLUDE ALL OF THE FOLLOWING Plan sheets are to be no larger than 11 x 17 inches or shall be submitted electronically.

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.
7. ___ Proof of legal access to the property.
8. ___ Drainage plan.
9. ___ Details of architectural style and color scheme (checklist included for Historical zones) – diagrams and elevations.
10. ___ 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).
11. ___ Proof of legal access to the property.
12. ___ Other information as necessary or required by the Town Code or Community Development Department.

\$ 5-700.00 _____ 2-16-23
 Estimated Cost Signature of Applicant Date

Application Fee is due at time of submittal. Apart from administrative approvals, all permit requests must undergo a review process from staff, PZHAC and/or BOT before issuance of a building permit. All Building permits expire after one year from date issued.

FOR OFFICIAL USE ONLY

PZHAC Administrative Approval 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: _____

CERTIFICATE OF DEATH

United States of America, State of New Mexico
New Mexico Vital Records and Health Statistics

DONA ANA

County of Death

LAS CRUCES

City, Town, Location

Note: If death is due to accident, homicide, trauma, or unknown causes, refer case to Medical Investigator.

FOR STATE OFFICE USE ONLY

Reissue of filed certificate. Hold at angle to view. Official watermark. See attached Affidavit of Correction.

Form with sections: DECEASED, DISPOSITION, CERTIFICATION, CAUSE OF DEATH. Includes fields for decedent name (MIGUEL A. GRIJALVA JR.), date of death (MARCH 16, 2005), birth date (APRIL 23, 1925), and cause of death (Death, Death).

NMVRHS 904 REV 10/03

SHADED AREAS FOR MEDICAL INVESTIGATOR - LEGAL OFFICER USE ONLY

1799129

CERTIFIED COPY OF VITAL RECORD
This is a true and exact reproduction of all or part of the document
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Records and Health Statistics, Public Health Division,
Department of Health.



State Registrar
MAR 28 2005

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DATE ISSUED

CERTIFICATION OF BENEFICIAL OWNER(S)

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$100,000.00	12-02-2022	12-02-2037	94690762	1E2 / 030	MAA8050	058	L D GRIJ

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- c. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

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(If no individual meets this definition, please write "Not Applicable.")

- d. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:
 - An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
 - Any other individual who regularly performs similar functions.
 (If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

Name/Title	Date of Birth	Address (Res. or Bus. Street Address)	For U.S. Persons ¹	For Non-U.S. Persons ²
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By: _____ Date _____
 LILLIAN D GRIJALVA, Trustee of THE MIGUEL GRIJALVA, JR. & PRISCILLA O GRIJALVA, JR. TRUST DATED FEBRUARY 24, 1989, AS AMENDED ON AUGUST 8, 2007

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Legal Entity Identifier: _____ (Optional)



Doña Ana County

LYNN J. ELLINS – *County Clerk*

845 N. Motel Boulevard • Las Cruces, New Mexico 88007 • (575) 647-7421

CUSTOMER RECEIPT

Receipt #: 758150
Date: 10/22/2015 02:44:39 PM
Paid By: LAW OFFICE OF DANA M KYLE
Submitted By: LAW OFFICE OF DANA M KYLE
Document Charges

Transaction #: 1231823
Operator ID: reneet
Payment Comment:

Instrument #: 1522730 DEATH CERTIFICATE
Recorded: 10/22/2015 02:44:39 PM

of Pages: 1

Recording Fee \$25.00

SUBTOTAL \$25.00

Instrument #: 1522731 SPECIAL WARRANTY DEED
Recorded: 10/22/2015 02:44:40 PM

of Pages: 2

Recording Fee \$25.00

SUBTOTAL \$25.00

Payment

Check 6563 \$50.00

Totals

Total Amount Due: \$50.00

Total Amount Paid: \$50.00



NEW MEXICO



DRIVER'S LICENSE



License # 005119758 ISSUED 01/03/2022
Date of Birth 12/26/1957 EXPIRES 01/02/2026
GRIJALVA
LILLIAN DOLORES

1810 HALFMOON DR
LAS CRUCES, NM 88005

Lillian Dolores Grijalva

WEIGHT 180 SEX F CLASS D
HEIGHT 5'03" EYES BRO ENDORSEMENTS NONE
DONOR RESTRICTIONS B



CLASS: D-1 veh less than 26,001 lb. GVWR. May not tow
> lbs than veh except w/class 4 equalizer hitch or 5th wheel
RESTRICTIONS: B-Corrective Lenses

00511975801
Rev. 11/01/2020



12/26/1957

ENDORSEMENTS: NONE

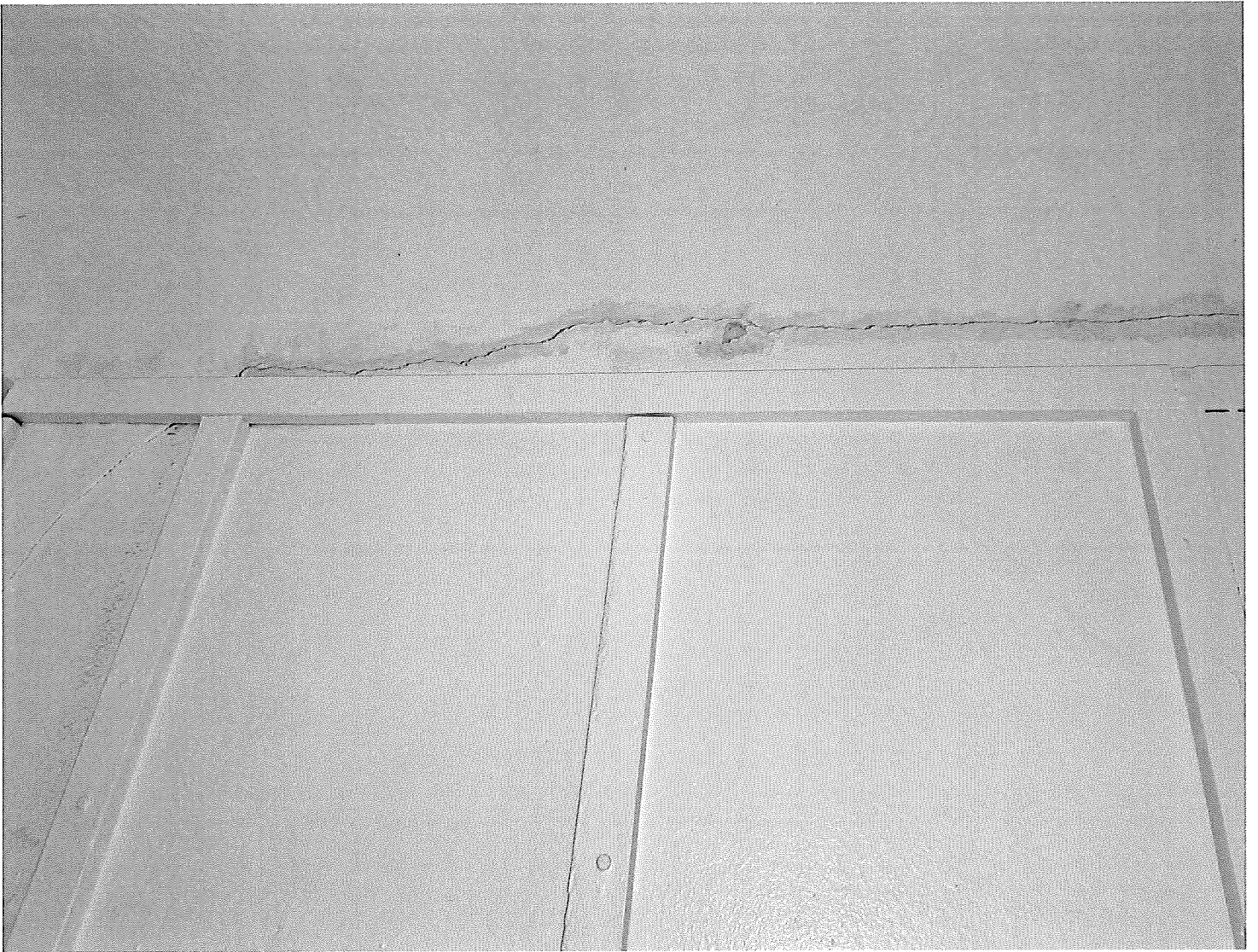




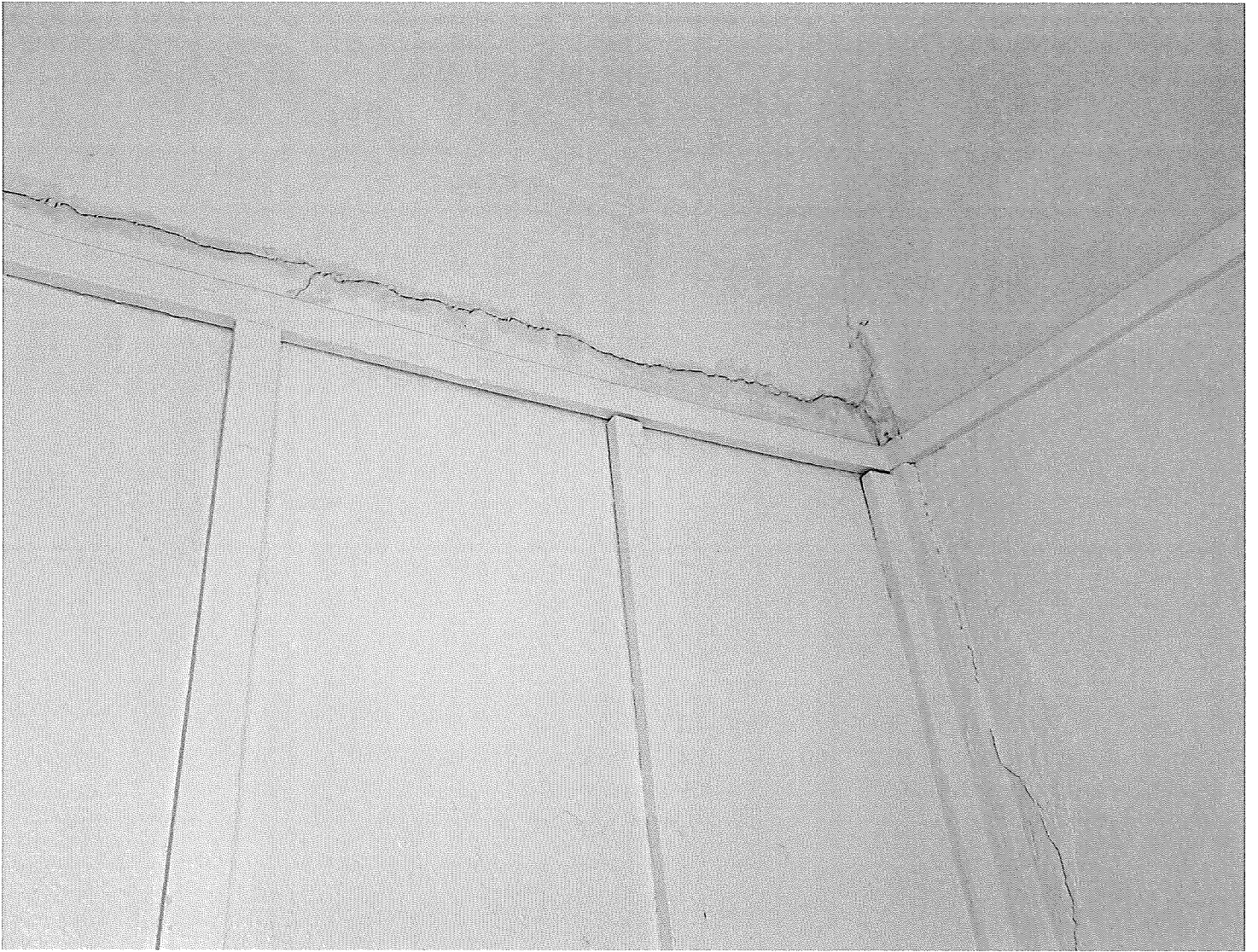
Show search results for 1910 C...



0 20 40ft
-106.794 32.275 Degrees



Classification of what this is
Wall or Ceiling



wall













BOARD ACTION FORM

AGENDA DATE

PZHAC: September 19, 2022,

BOT:

ITEM: PZHAC Case #061453 – 1910 Calle de Parian submitted by Lillian Grijalva to repair adobe wall, **Zoned: Historical Commercial (HC).**

BACKGROUND AND ANALYSIS: Proposed work involves replacing and constructing adobe wall that is deteriorating. As per site plan in the packet.

IMPACT:

- 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 work is on applicant's property and not in Town of Mesilla right-of-way.

ALTERNATIVES:

The Planning, Zoning and Historical Appropriateness Commission (PZHAC) 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.

DEPARTMENT RECOMMENDATIONS:

SUPPORTING INFORMATION:

- Application
- Plans

ARON 575-915-9706