



Town of Mesilla, New Mexico

THE BOARD OF TRUSTEES (BOT) OF THE TOWN OF MESILLA
WILL HOLD A REGULAR MEETING AT THE MESILLA TOWN HALL,
2231 AVENIDA DE MESILLA

MONDAY, JANUARY 22, 2024 ~ 6:00 P.M.~

AGENDA

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL & DETERMINATION OF A QUORUM
3. CHANGES TO THE AGENDA & APPROVAL
4. PUBLIC INPUT – The public is invited to address the Board as allowed by the chair for the agenda being heard.
5. APPROVAL OF CONSENT AGENDA: (The Board will be asked to approve by one motion the following items of recurring or routine business. The Consent Agenda is marked with an asterisk *)
 - a) *BOT MINUTES – Minutes of BOT, January 8, 2024
 - b) *PZHAC BUSINESS LICENSE #1181 – 2226 Calle de Guadalupe, submitted by Nathan Smith, requesting approval to open a retail/gallery at location called Casa Otro. Zone: Historical Commercial (HC).
6. CLOSED EXECUTIVE SESSION
 - a) Discussion of limited personnel matters pursuant to NMSA 1978, Section 10-15-1(H)(2) – Marshal Department
 - b) Discussion concerning attorney/client privilege matters pertaining to threatened or pending litigation in which the public body is or may become a participant pursuant to NMSA 1978, Section 10-15-1(H)(7) – Marshal Department
7. OLD BUSINESS
 - a) APPROVAL: Marshal Department Interim appointment
8. NEW BUSINESS
 - a) APPROVAL: PZHAC CASE #061764 – 2557 Calle de Parian, Greg Lester and Andrea Bryan are requesting approval to construct a 5 ft. adobe wall within their front yard, matching the same color to their house. Zone: Historical Residential (HR).
 - b) APPROVAL: Resolution 2024-07 Budget Adjustment
 - c) APPROVAL: Marshal Department Intergovernmental Agreement
 - d) DISCUSSION: Clarification of Executive/Legislative/Judicial
 - e) DISCUSSION: PZHAC appointment process
 - f) DISCUSSION: Committee Assignments
 - g) DISCUSSION: Process for adding items to the agenda/Work sessions
 - h) DISCUSSION: Trustee/Mayor Specific Calendar of Events (include info on more than 3 elected in one location with postings)
9. PUBLIC INPUT – The public is invited to address the Board as allowed by the chair.
10. BOARD OF TRUSTEE COMMITTEE REPORTS
11. BOARD OF TRUSTEE/STAFF COMMENTS
12. BOARD OF TRUSTEE CALENDAR OF EVENTS
13. ADJOURNMENT

NOTICE

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

Posted 01.19.2024 online and at the following locations: Town Hall and Visitor's Center Avenida de Mesilla, Public Safety Building 2670 Calle de Parian, Mesilla Community Center 2251 Calle de Santiago, Short's Food Mart 2290 Avenida de Mesilla, and the U.S. Post Office 2253 Calle de Parian.

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Town of Mesilla, New Mexico

BOARD OF TRUSTEES (BOT)
TOWN OF MESILLA
REGULAR MEETING

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MONDAY, JANUARY 8, 2024 ~ 6:00 P.M.~

10

MINUTES

11 **TRUSTEES:** Russell Hernandez, Mayor
12 Adrianna Merrick, Mayor Pro Tem
13 Biviana Cadena, Trustee
14 Stephanie Johnson-Burick, Trustee
15 Gerard Nevarez, Trustee
16
17 **STAFF:** Ben Azcarate, Lieutenant
18 Greg Whited, Fire Chief
19 Gloria Maya, Town Clerk/Recorder
20
21 **PUBLIC:** Mary F Lucero Crystal Davis Whited
22 Andy Embury Andrea Bryan
23 Greg Lester Richard Moreno
24 Trina Witter Mary H Ratje
25 Ruben Quintana Lori Miller
26 Catharine Walkinshaw Ben Young
27 Ron Burick Eric Gallegos
28 Blaine Mynatt John Montoya
29 Marcy Toomey Don Toomey
30 Stewart & Karena Oberman Bill & Janice Cook
31 Susan Krueger Jesus Lopez
32 Edith Wynham Rosemary McLonghlin
33

34 **1. PLEDGE OF ALLEGIANCE**

35 Mayor Hernandez led the Pledge of Allegiance.
36

37 **2. ROLL CALL & DETERMINATION OF A QUORUM**

38 **Roll Call.**

39 **Present:** Mayor Hernandez, Mayor Pro Tem Merrick, Trustee Cadena, Trustee Johnson-Burick, Trustee
40 Nevarez
41

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

43 Trustee Johnson-Burick requested making recommended appointments, item e and item g, individual motions.
44

45 **Motion: To approve agenda as amended, Moved by Trustee Johnson-Burick, Seconded by Trustee**
46 **Nevarez.**
47

48 Mayor Hernandez removed New Business item i) from the agenda which was a duplicate.

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1 **Roll Call Vote:** Motion passed (summary: Yes =4)
2 Mayor Pro Tem Merrick Yes
3 Trustee Cadena Yes
4 Trustee Johnson-Burick Yes
5 Trustee Nevarez Yes
6

7 **4. PUBLIC INPUT – The public is invited to address the Board as allowed by the chair.**

8 Ms. Walkinshaw read correspondence.
9

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

12 a) ***BOT MINUTES** – Minutes of BOT, December 26, 2023 *Approved by consent agenda*

13 **Motion: To approve consent agenda, Moved by Mayor Pro Tem Merrick, Seconded by Trustee**
14 **Johnson-Burick.**

15
16 **Roll Call Vote:** Motion passed (summary: Yes =4; Abstain=1)

17 Mayor Hernandez Yes
18 Mayor Pro Tem Merrick Yes
19 Trustee Cadena Yes
20 Trustee Johnson-Burick Yes
21 Trustee Nevarez Abstain
22

23 **6. CLOSED EXECUTIVE SESSION**

24 a) Discussion of limited personnel matters pursuant to NMSA 1978, Section 10-15-1(H)(2) – Marshal
25 Department and Public Works Department

26 **Motion: To enter Closed Executive Session for discussion of limited personnel matters pursuant to**
27 **NMSA 1978, Section 10—15-1(H)(2) – Marshal Department and Public Works Department, Moved by**
28 **Mayor Pro Tem Merrick, Seconded by Trustee Nevarez.**

29
30 **Roll Call Vote:** Motion passed (summary: Yes =4)

31 Mayor Pro Tem Merrick Yes
32 Trustee Cadena Yes
33 Trustee Johnson-Burick Yes
34 Trustee Nevarez Yes
35

36 **Entered Closed Executive Session at 6:12 p.m.**
37

38 **Motion: To enter Regular Meeting after discussion of limited personnel matters pursuant to NMSA**
39 **1978, Section 10—15-1(H)(2) – Marshal Department and Public Works Department, Moved by Mayor**
40 **Pro Tem Merrick, Seconded by Trustee Nevarez.**

41
42 **Roll Call Vote:** Motion passed (summary: Yes =4)

43 Mayor Pro Tem Merrick Yes
44 Trustee Cadena Yes
45 Trustee Johnson-Burick Yes
46 Trustee Nevarez Yes
47

48 **Entered Regular Meeting at 6:39 p.m.**
49

50 **7. NEW BUSINESS**

51 a) **APPROVAL: Resolution 2024-01 Town of Mesilla's annual Open Meeting Act Resolution**
52 **(OMA 2023-08)**

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Motion: To approve Resolution 2024-01 Town of Mesilla’s annual Open Meeting Act Resolution (OMA 2023-08), Moved by Mayor Pro Tem Merrick, Seconded by Trustee Johnson

Roll Call Vote: Motion passed (summary: Yes =4)
Mayor Pro Tem Merrick Yes
Trustee Cadena Yes
Trustee Johnson-Burick Yes
Trustee Nevarez Yes

b) APPROVAL: Resolution 2024-02 Rules of Conduct (2004-17)

Motion: To approve Resolution 2024-02 Rules of Conduct (2004-17), Moved by Trustee Johnson-Burick, Seconded by Mayor Pro Tem Merrick.

Roll Call Vote: Motion passed (summary: Yes =4)
Mayor Pro Tem Merrick Yes
Trustee Cadena Yes
Trustee Johnson-Burick Yes
Trustee Nevarez Yes

c) APPROVAL: Resolution 2024-03 Town of Mesilla Road Improvements

Motion: To approve Resolution 2024-03 Town of Mesilla Road Improvements, Moved by Trustee Johnson-Burick, Seconded by Trustee Nevarez.

Roll Call Vote: Motion passed (summary: Yes =4)
Mayor Pro Tem Merrick Yes
Trustee Cadena Yes
Trustee Johnson-Burick Yes
Trustee Nevarez Yes

d) APPROVAL: Resolution 2024-04 Calle de Norte Multi-Use Path Phase III

Motion: To approve Resolution 2024-04 Calle de Norte Multi-Use Path Phase III, Moved by Mayor Pro Tem Merrick, Seconded by Trustee Johnson-Burick.

Roll Call Vote: Motion passed (summary: Yes =4)
Mayor Pro Tem Merrick Yes
Trustee Cadena Yes
Trustee Johnson-Burick Yes
Trustee Nevarez Yes

e) APPROVAL: PZHAC Appointments

Motion: To approve PZHAC Appointment – Mr. Carlos Arzabal, Moved by Mayor Pro Tem Merrick, Seconded by Trustee Johnson-Burick.

Mayor Hernandez reviewed the process followed.

Roll Call Vote: Motion passed (summary: Yes =3, No=2)
Mayor Hernandez Yes
Mayor Pro Tem Merrick No
Trustee Cadena Yes
Trustee Johnson-Burick Yes
Trustee Nevarez No

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Motion: To approve PZHAC Appointment – Mr. Eric Gallegos, Moved by Mayor Pro Tem Merrick, Seconded by Trustee Johnson-Burick.

Roll Call Vote: Motion passed (summary: Yes =3, No=1)
Mayor Pro Tem Merrick Yes
Trustee Cadena Yes
Trustee Johnson-Burick Yes
Trustee Nevarez No

f) APPROVAL: Appointive offices names (Section 3-8-33 NMSA 1978)

Motion: To approve Appointive Offices names (Section 3-8-33 NMSA 1978), Moved by Trustee Johnson-Burick, Seconded by Mayor Pro Tem Merrick.

Mayor Hernandez reviewed the names of the Appointive Offices.

Roll Call Vote: Motion passed (summary: Yes =4)
Mayor Pro Tem Merrick Yes
Trustee Cadena Yes
Trustee Johnson-Burick Yes
Trustee Nevarez Yes

g) APPROVAL: Department Interim appointments to include stipends

Motion: To approve Department Interim appointment to include stipends – Lt. Ben Azcarate, Moved by Trustee Nevarez, Seconded by Mayor Pro Tem Merrick.

Mayor Hernandez stated there will be a 5% stipend.

Roll Call Vote: Motion passed (summary: Yes =1; Abstain=3)
Mayor Pro Tem Merrick Abstain
Trustee Cadena Yes
Trustee Johnson-Burick Abstain
Trustee Nevarez Abstain

Motion: To approve Department Interim appointment to include stipend – Mr. Lorenzo Astorga, Moved by Mayor Pro Tem Merrick, Seconded by Trustee Nevarez.

Roll Call Vote: Motion passed (summary: Yes =4)
Mayor Pro Tem Merrick Yes
Trustee Cadena Yes
Trustee Johnson-Burick Yes
Trustee Nevarez Yes

h) APPROVAL: Attorney Contract for Legal Services

Motion: To approve Attorney Contract for Legal Services – Mynatt Springer P.C., Moved by Trustee Nevarez, Seconded by Mayor Pro Tem Merrick.

Mayor Hernandez stated the fees should read \$185.00 instead of \$180.00.
Trustee Johnson-Burick stated this is an amendment to the contract.

1 **Amendment Motion: To approve Attorney Contract for Legal Services – Mynatt Springer P.C., Moved**
2 **by Trustee Johnson-Burick, Seconded by Trustee Nevarez.**

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

5 Mayor Pro Tem Merrick Yes

6 Trustee Cadena Yes

7 Trustee Johnson-Burick Yes

8 Trustee Nevarez Yes

9
10 **Original Motion Roll Call Vote:** Motion passed (summary: Yes =4)

11 Mayor Pro Tem Merrick Yes

12 Trustee Cadena Yes

13 Trustee Johnson-Burick Yes

14 Trustee Nevarez Yes

15
16
17 i) **APPROVAL: Agreement Contract – Juan Fuentes removed from agenda (duplicate)**

18
19 j) **APPROVAL: Professional Service Agreement for financial technical support and assistance**
20 **between Mr. Juan Fuentes and Town of Mesilla**

21 **Motion: To approve Professional Service Agreement for financial technical support and assistance**
22 **between Mr. Juan Fuentes and Town of Mesilla, Moved by Mayor Pro Tem Merrick, Seconded by**
23 **Trustee Johnson-Burick.**

24
25 Mayor Pro Tem Merrick asked about the per diem.

26
27 Trustee Johnson-Burick stated the contract does include mileage.

28
29 Mayor Hernandez stated we are looking at the extension of services that are being provided.

30
31 Trustee Johnson-Burick stated her concern with the contract limit of \$20,000.

32
33 Mayor Hernandez stated Mr. Fuentes will be on a needed basis.

34
35 Mr. Fuentes stated are mindful of the need to stay within the budget.

36
37 Trustee Cadena stated we need to do whatever needs to be done to get the job done.

38
39 Trustee Johnson-Burick recommended hiring a temp to fulfill some of the duties.

40
41 Mayor Hernandez stated Mr. Fuentes has provided excellent support.

42
43 **Roll Call Vote:** Motion passed (summary: Yes =4)

44 Mayor Pro Tem Merrick Yes

45 Trustee Cadena Yes

46 Trustee Johnson-Burick Yes

47 Trustee Nevarez Yes

48
49 k) **APPROVAL: Appointment of Mayor Pro Tem election**

50 Trustee Cadena nominated Ms. Merrick for Mayor Pro Tem.

51
52 **Motion: To approve the nomination of Ms. Merrick for Mayor Pro Tem, Moved by Trustee Cadena,**
53 **Seconded by Mayor Pro Tem Merrick.**

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

2 Mayor Pro Tem Merrick Yes

3 Trustee Cadena Yes

4 Trustee Johnson-Burick Yes

5 Trustee Nevarez Yes

6

7 **l) APPROVAL: First American Bank authorization changes**

8 **Motion: To approve First American Bank authorization changes, Moved by Mayor Pro Tem Merrick,**

9 **Seconded by Trustee Nevarez.**

10

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

12 Mayor Pro Tem Merrick Yes

13 Trustee Cadena Yes

14 Trustee Johnson-Burick Yes

15 Trustee Nevarez Yes

16

17 **m) DISCUSSION: Placement of Shade Structure**

18 Mayor Hernandez gave an overview of the Shade Structure and its recommended location.

19

20 Trustee Nevarez stated Los Leones Park is in constant use and would benefit from the shade structure.

21

22 Trustee Johnson-Burick stated Mr. McGillivray had decided on the northwest corner of Los Leones Park due to
23 the usage.

24

25 Mayor Hernandez stated he is open to suggestions and recommendations. The Recreation Grant is \$97,000. The
26 shade is a metal structure.

27

28 Trustee Cadena stated citizens should be able to provide input.

29

30 **n) DISCUSSION: Committee Assignments**

31 **Motion: To open discussion regarding Committee Assignments, Moved by Mayor Pro Tem Merrick,**

32 **Seconded by Trustee Cadena.**

33

34 Mayor Hernandez asked the board to submit what committee they would like to serve on. Reviewed the
35 committees' needing members.

36

37 Trustee Johnson-Burick reviewed the committees that may not be active. Recommended more research be done
38 regarding the parameters of being a liaison.

39

40 Trustee Nevarez stated we need to establish the structure of participation.

41

42 Mayor Hernandez asked what the boards would like to see.

43

44 Mayor Pro Tem Merrick responded being able to work together, given clear direction.

45

46 Trustee Cadena stated this is an opportunity to help streamline what the board wants in the future that will be
47 helpful to everyone.

48

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1 **8. PUBLIC INPUT – The public is invited to address the Board as allowed by the chair.**

2 **No Public Input**

3
4 **9. BOARD OF TRUSTEE COMMITTEE REPORTS**

5 *(Written staff reports included in packets)*

6 Mayor Pro Tem Merrick: MPO meeting Wednesday, January 10th – Dona Ana County Chambers

7
8 Trustee Johnson-Burick: MPO meeting Wednesday, January 10th 1:00 p.m. – Dona Ana County Chambers.
9 She would like clarification of Community Development report that shows SUP request that reads “continuing
10 to work with Pinnacle Pete Consulting”.

11
12 **10. BOARD OF TRUSTEE/STAFF COMMENTS**

13 Lt. Azcarate stated the company will be coming down to install the laptops.

14
15 Trustee Cadena stated hopes this will be a productive year.

16
17 Trustee Nevarez stated he looks forward to working on moving Mesilla forward and being more transparent.

18
19 Trustee Johnson-Burick stated she looks forward to continuing the work they have been doing.

20
21 Mayor Pro Tem Merrick stated moving and progressing in the right direction. The Christmas Events went
22 well. Reviewed the process the board follows when contacted by the residents.

23
24 Mayor Hernandez stated he is hitting the ground running. Contacts are being made with the different state
25 departments. We are working on maintaining our integrity.

26
27
28 **11. ADJOURNMENT**

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

30
31 **MEETING ADJOURNED AT 7:36 P.M.**

32
33 **APPROVED THIS 22nd DAY OF JANUARY, 2024.**

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37 _____
38 **Russell Hernandez**
39 **Mayor**

40 **ATTEST:**

41
42
43 _____
44 **Gloria S. Maya**
45 **Town Clerk/Treasurer**
46

BOARD ACTION FORM

AGENDA DATE

PZHAC: 1/11/2024

BOT:

ITEM: PZHAZ BUSINESS LIC# 1181 – 2226 Calle de Guadalupe, submitted by Nathan Smith, requesting approval to open a retail/gallery at location called Casa Otro. Zone: Historical Commercial (HC).

BACKGROUND AND ANALYSIS: Mr. Smith is looking to open a gallery located inside the building approximately 1088 sq feet. He is required by code to pay parking fees as there is no parking available for his customers/employees. The space will be used primarily for exhibition and sale of art by emerging artist in the border plex area. There may also be a small shop that will contain artist prints, books, products from local artisans and various Casa Otro branded merchandise.

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.

ALTERNATIVES:

The Planning, Zoning and Historical Appropriateness Commission (PZHAC) may:

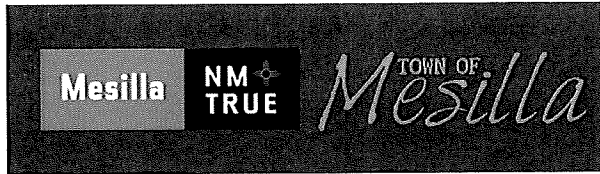
1. Recommend approval of this case with findings stated above.
2. Recommend approval of this case with findings stated above and conditions.
3. Deny the application.

DEPARTMENT COMMENTS:

- **Town code 5.05.020** - There is hereby imposed a business registration fee on all persons doing business within the town. Such fee shall be \$35.00 per annum for each business location and shall not be prorated. [Ord. 90-06 § 2; prior code § 7-6-2]
- **Town code 5.05.030** - Any person or entity proposing to do business within the limits of the town of Mesilla shall apply to the town clerk-treasurer and pay a business registration fee for each place of business within the town prior to engaging in business.
- **Town code 5.05.031** - The decision of the planning commission shall become final and effective after approving or denying the application unless by the end of the third business day an appeal in writing is filed with the board of trustees.
- **Town code 18.60.170 Sec B.1.a** - All commercial operations, other than home occupations as defined in Chapter 18.52 MTC, that have a total of one to five employees come to the site that do not meet the parking space requirements for the operation, as required by the following sections, are required to pay a \$150.00 parking fee to the town at the time the business registration is first acquired, and annually when business registration is renewed. If a parking fee is not paid prior to the renewal date, then the business license shall not be issued.

SUPPORTING INFORMATION:

- Application
- Floorplan
- Parking Site Plan
- Government ID
- Proof of Ownership
- Introduction Statement



Executive Summary

To: Board of Trustees

From: Russell Hernandez, Mayor
Gloria Maya, Town Clerk

Date: For Regular Meeting 01/22/2024

Re: Closed Session for Personnel Matters & Pending Litigation

Summary of items to be considered and will require vote during regular meeting outside of closed session

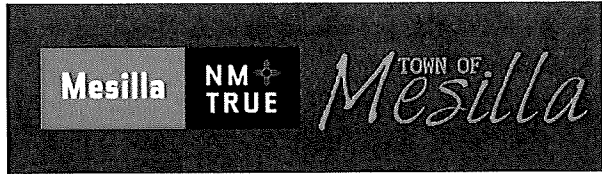
Discussion of limited personnel matters pursuant to NMSA 1978, Section 10-15-1(H)(2)-:

- Legal Department – Pending Litigation
- Marshals Department

Financial Impact:

- None

Supporting Documentation:



Executive Summary

To: Board of Trustees

From: Russell Hernandez, Mayor
Gloria Maya, Town Clerk

Date: For Regular Meeting 01/22/2024

Re: Old Business: Marshal Department Interim Appointment

Summary of items to be considered and will require vote during regular meeting outside of closed session

Discussion of limited personnel matters pursuant to NMSA 1978, Section 10-15-1(H)(2)-:

- Marshals Department

Financial Impact:

- None

Supporting Documentation:

BOARD ACTION FORM

AGENDA DATE

PZHAC: 1/11/2024

BOT:

ITEM: PZHAZ CASE#061764 – 2557 Calle de Parian, Greg Lester and Andrea Bryan are requesting approval to construct a 5' adobe within their front yard, matching the same color to their house. Zone: Historical Residential (HR).

BACKGROUND AND ANALYSIS: The request to build a wall is to minimize the noise of traffic. The wall will be 3 ft from the front property line. It will have two gates. The architectural style of the wall matches the development zone. It is not a corner property needing to conform with the site triangle as listed in our code.

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.

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 COMMENTS:

- As per Mesilla Town code, 18.60.250 – Any front yard requirement is met when the depth of the front yard at least equals the average of that established by front yards of existing buildings within the same block or zone.
- As per Mesilla Town code, 18.60.340 – A. Height 1. A six-foot maximum height above ground surface level shall be permitted on any part of the required setbacks of front yards or side yards abutting a street in H-R and H-C zones; provided, such wall, fence or hedge is in accord with subsections (D) and (G) of this section.

D. There shall be no fence, wall, hedge, or obstruction more than three feet above street curb level or ground level at edge of street in the clear sight triangle, measured 30 feet in both directions on the property line from a corner.

G. No walls, fences, hedges or other obstructions may be placed near exits from driveways or parking areas which block a driver's view of approaching traffic for a distance of 90 feet in both directions. The following explanations will further define this unobstructed view (also, see illustrations in Appendix C):

1. The driver's eye level may be from three to eight feet above the driveway's surface and located as far as 10 feet back from the curb line or pavement edge.

2. Those portions of approaching cars which are more than three feet above the roadbed must be within view of the exiting driver.

3. Approaching cars must be visible when driving in the center of any legal lane.

4. Minor gaps are permitted in the required field of view caused by tree trunks, sign posts, or other narrow objects if they could not conceal a small automobile.

SUPPORTING INFORMATION:

- Application
- Site plan
- Elevation/drawing
- Picture of house and proposed location
- Proof of Ownership

Mesilla

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Mesilla

Executive Summary

To: Board of Trustees
From: Russell Hernandez, Mayor
Date: For Regular Meeting 01/22/2024
Re: Resolution 2024-07 – Budget Adjustments

Summary of items to be considered.

- Budget Adjustments to be submitted to the State with quarterly reporting.

Financial Impact:

- Increased revenues in various departments

Supporting Documentation:

See attached documents



DRAFT

RESOLUTION NO. 2024-07

A RESOLUTION BY THE BOARD OF TRUSTEES FOR BUDGET ADJUSTMENTS

WHEREAS, since the development of the Town of Mesilla budget for fiscal year 2023-24, the Town will require revenue and expense increases; and

WHEREAS, budget adjustments are necessary to account for increased revenue in various departments; and

WHEREAS, attachment 'A' provides a list of funds/departments affected by these budget adjustments; and

WHEREAS, the summary of adjustments referenced herein are true and correct to the best of our knowledge.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Mesilla, that the budgetary adjustments are subject to the approval of the State of New Mexico Department of Finance and Administration (DFA) and that a copy of this resolution be forwarded to DFA for approval.

PASSED, ADOPTED AND APPROVED on this 22nd day of January, 2024

ATTEST:

Russell Hernandez
Mayor

Gloria S Maya
Town Clerk-Treasurer

ATTACHMENT A

BUDGET ADJUSTMENTS FOR FY2023-2024 2nd QRT

Revenue:

Capital Improvement Fund (35)

\$ 16,601.52 revenue increase to account for 2020 Coronavirus Grant Contingency – Marshal Department

Fire Protection Fund (12)

\$175,000.00 revenue increase to account for FY24 Fire Protection Fund – Fire Department

Expenditures:

Capital Improvement Fund (35)

\$ 16,601.52 revenue increase to account for 2020 Coronavirus Grant Contingency – Marshal Department

Fire Protection Fund (12)

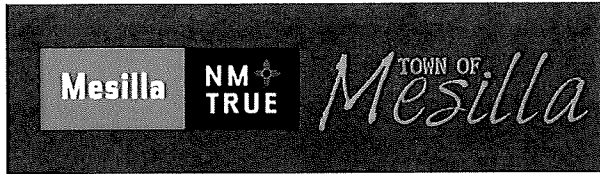
\$175,000.00 revenue increase to account for FY24 Fire Protection Fund – Fire Department

Total Revenue

\$191,601.52

Total Expenditures

\$191,601.52



Executive Summary

To: Board of Trustees

From: Russell Hernandez, Mayor
Ben Azcarte, Lieutenant

Date: For Regular Meeting 01/22/2024

Re: Approval: Marshal Department Intergovernmental Agreement

Summary of items to be considered

- Agreement between the Mesilla Marshal's Department and the District Attorney's Office for requested intergovernmental support. This support is not only being requested from Mesilla, but also other surrounding communities.

Financial Impact:

- Does not impact our department fiscally, all time to be billed as overtime (similar agreement to that of which we have with NMSU for services rendered)

Supporting Documentation:

(See attached agreement)

Subrecipient Agreement

INTERGOVERNMENTAL AGREEMENT

Between the

MESILLA MARSHAL'S OFFICE

And the

Third Judicial District Attorney's Office

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this 11th day of January 2024, by and between the Third Judicial District Attorney's Office ("District Attorney"), the Mesilla Marshal's Office ("MMO") each organized and existing under the laws of the State of New Mexico.

DEFINITIONS

- A. "Confidential Information" means information that could reveal the identity of a confidential informant or jeopardize an ongoing law enforcement operation.
- B. "Law Enforcement Agency" or "LEA" means MMO.
- C. "Parties" means the District Attorney, MMO.
- D. "Target" and "Defendant" are used interchangeably in this agreement.

RECITALS

WHEREAS, as of January 2024, a backlog of approximately 1087 outstanding warrants exists in the County of Dona Ana; and

WHEREAS the Department of Finance and Administration ("DFA") was appropriated funding under the General Appropriations Act of 2023 (HB2) to fund efforts to reduce the backlog of outstanding warrants within the County of Dona Ana; and

WHEREAS, DFA has delegated the disbursement of these funds to the District Attorney for outstanding warrants within the County of Dona Ana; and

WHEREAS, pursuant to NMSA 1978, Section 4-41-2, the Mesilla Marshal's Office shall have the following powers and perform the following duties:

1. They shall be conservators of the peace within the LEA.
2. They shall suppress assaults and batteries.
3. They shall apprehend and commit to jail, all felons, and traitors, and cause all offenders to keep the peace and to appear at the next term of the court and answer such charges as may be preferred against them; and

Subrecipient Agreement

WHEREAS, pursuant to NMSA 1978, Section 35-15-4, MMO may serve any process or make any arrests authorized to be made by any city or town officer; and

WHEREAS, pursuant to NMSA 1978, Section 31-3-2, MMO shall apprehend any person in the act of violating the laws of the State or the ordinances of the municipality and bring them before competent authority for examination and trial. In the discharge of proper duties, MMO shall have the same powers and be subject to the same responsibilities as sheriffs in similar cases; and

WHEREAS the above referenced public agencies desire to enter into the agreement to exercise their common powers to apprehend and prosecute the large number individuals within Dona Ana County that currently have active felony warrants.

NOW THEREFORE, in order to implement measures that will reduce the warrant backlog in Dona Ana County, the parties agree as follows:

1. Scope of Work

- 1.1. The District Attorney shall fund overtime compensation for operations aimed at reducing the warrant backlog and apprehending recently issued felony warrants within the Third Judicial District. Any overtime hours worked under this agreement shall adhere to the following:
 - 1.1.1. Overtime hours worked shall be for the sole purpose of activities aimed at reducing the warrant backlog within Dona Ana County.
 - 1.1.2. All overtime hours must be paid in accordance with the specific LEA's overtime policies. The LEA must complete a certification indicating all overtime hours are paid in accordance with the Fair Labor Standards Act (FLSA) and their policies. The overtime Certification is incorporated into this agreement as **Attachment A-1**.
- 1.2. The parties to this agreement will each submit a list of who they consider to be priority targets to have been arrested on their outstanding felony warrant. The District Attorney will have final say over the contents of the list and who will be identified as a priority target. If a target has not been approved by the District Attorney for apprehension, then funds pursuant to this agreement will not be authorized. The parties may continue to send the District Attorney, via email to Lead Investigator Andy Sanchez and District Office Manager Yvette Lomeli, names of targets they believe to be a priority throughout the term of this agreement. The parties agree to prioritize the apprehension and prosecution of those targets approved by the District Attorney.
- 1.3. If the parties have a scheduled ops-plan (such as traffic enforcement or a tac-plan) and an officer comes upon a priority target, the District Attorney will not provide payment to the parties, unless the ops-plan was specifically scheduled to apprehend a target.
- 1.4. If a LEA is looking for a priority target and in the course of doing so, comes into contact with a person who has an outstanding felony warrant, the LEA may invoice the District Attorney for additional time needed to arrest and process that person.

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- 1.5 If, upon apprehension of a priority target, a LEA identifies new criminal charges or the need to obtain a search warrant, the time spent completing those tasks will not be invoiced to the District Attorney.
 - 1.6 The District Attorney will fund overtime specifically for CSO related to the administrative process related to removing the warrant from databases such as NCIC for any apprehended target.
 - 1.7 As long as a planned and coordinated effort was established to search for a subject, man-hours will be paid to the LEA for the work performed, even if it does not lead to the apprehension of a target.
 - 1.8 Reporting: To ensure this initiative results in reduction of outstanding warrants within the County of Dona Ana, the LEA's shall submit a detailed monthly report for their respective agency containing the following data for the previous reporting period and cumulative stats on the following:
 - 1.8.1. The name of each defendant with corresponding case number(s) and case type or primary criminal charge.
 - 1.8.2. The method(s) used to locate each defendant;
 - 1.8.3. The total number of targets apprehended.
 - 1.8.4. The name and man number of each and every officer or analyst that conducted work under this agreement.
 - 1.8.5. Total number of overtime hours worked and the average overtime per officer or analyst; and
 - 1.8.6. The name of the administrative personnel who removed the warrant from the system, the name of the target whose warrant was removed, the total number of overtimes hours worked.
2. **Time of Performance and Term of Agreement.** Performance of the identified Services begins as of the date shown above and ends **June 30, 2024**. The Services shall be performed in a manner and sequence that will assure their expeditious completion in consideration of the purposes of this Agreement but, in any event, the identified Services shall be completed by **June 30, 2024**.
3. **Compensation & Method of Payment.**
- 3.1. **Compensation.** For performance of the Services, the District Attorney agrees to pay the LEA overtime invoiced for man-hours worked to reduce the warrant backlog within the Third Judicial District. Such amount shall constitute full and complete overtime compensation for the LEA's Services under this Agreement. Payments will be made until funds have been fully expended. The District Attorney will report the fund balance to LEA's on a monthly basis.

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- 3.1.1. The District Attorney agrees to pay the LEA's overtime for administrative personnel to complete the administrative process in removing warrant(s) from the system, in accordance with their existing procedures.
- 3.2. Method of Payment. The amount specified in Section 3.1 of this Agreement shall be paid in monthly installments payable following the execution of this Agreement and shall be based upon the actual expenditures for overtime. The District Attorney shall pay such amounts to the LEA as determined by the budgetary and fiscal guidelines of the District Attorney. Amounts shall be paid to the LEA on a monthly basis following receipt, review, and approval by the District Attorney. Invoices and Monthly Activity Reports must be submitted no later than the 15th of every month as described in Section 1.3 above.
- 3.3. Invoices: Invoices shall be e-mailed monthly to: Lead Investigator Andy Sanchez: ASanchez@da.state.nm.us and District Office Manager Yvette Lomeli: YLomeli@da.state.nm.us
4. Performance Monitoring: The LEA will periodically provide assistance and information required by District Attorney staff to monitor and evaluate the performance of the above-mentioned Scope of Services. It is understood that the District Attorney's staff, at its discretion, may perform periodic fiscal and program monitoring reviews on dates to be arranged.
5. Appropriations. Notwithstanding any other provisions of this Agreement, the terms of this Agreement are contingent upon the State of New Mexico making appropriations necessary for the performance of this Agreement. Insufficient appropriations and authorizations are not made by the State of New Mexico, this Agreement may be terminated at the end of the District Attorney's then current fiscal year upon at least 30 days' written notice given by the District Attorney to the LEA. Such an event shall not constitute an event of default. All payment obligations of the District Attorney and its interest in this Agreement will cease upon the date of termination. The District Attorney's decision as to whether sufficient appropriations are available shall be accepted by the LEA and shall be final.
6. Independent Contractor. Neither the LEA nor its employees are considered to be employees of the District Attorney for any purpose whatsoever. The LEA agrees that neither it nor its employees are entitled to any benefits from the District Attorney under the provisions of the New Mexico Worker's Compensation Act, or to any of the benefits granted to employees of the District Attorney. The District Attorney shall provide no liability coverage to the LEA.
7. Personnel:
- 7.1. The LEA represents that it has, or will secure at its own expense, all personnel required in performing the Services required under the Agreement. Such personnel shall not be employees of or have any contractual relationships with the District Attorney.
- 7.2. All work required hereunder will be performed by the LEA or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state, and local laws to perform such work.
8. Liability. Any and all claims by third parties resulting from this Agreement are subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.*, NMSA

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1978, as amended. Neither of the Parties shall be considered liable for the acts or omissions of the other party, nor for those of the other party's employees.

9. **Equal Employment.** The LEA agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. If the LEA is found to be not in compliance with these requirements during the life of this Agreement, the LEA agrees to take appropriate steps to correct these deficiencies.
10. **American Disabilities Act (ADA) Compliance.** The LEA agrees to meet all the requirements of the ADA and all ADA-related rules and regulations that apply to the District Attorney or the LEA as public entities. The LEA agrees to be responsible for any ADA violations solely, and directly, attributable to the LEA or any LEA employees performing the Services.
11. **Establishment and Maintenance of Records.** Records associated with this Agreement shall be maintained by the LEA in accordance with applicable laws and requirements prescribed by the District Attorney. Unless authorized by the District Attorney, such records shall be maintained and kept in compliance with the state records retention requirements and, in no event, less than three (3) years after receipt of final payment under this Agreement.
12. **Audits and Inspections.** At any time during the normal business hours of the LEA, the LEA shall make available, within a reasonable period, for the District Attorney's examination any LEA records associated with this Agreement. The LEA shall permit the District Attorney to audit, examine, and make excerpts, or transcripts, from such records and make audits of all contract invoices, materials, payrolls, records of personnel, conditions of employment or other data relating to any matters associated with this Agreement. Notwithstanding any other provisions of this Agreement, the LEA shall not be obligated to disclose any Confidential Information.
13. **Publications, Reproductions, and Use of Material.** No material produced in whole, or in part, pursuant to this Agreement shall be subject to any copyright protection under the laws of the United States, or the laws of any other country. Except for Confidential Information, or as otherwise limited by any other provisions of this Agreement, the District Attorney or the LEA shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole, or in part, any reports, data, or other materials prepared because of this Agreement.
14. **Compliance with Applicable Laws.** In performing the Services hereunder, the LEA shall comply with all applicable state and federal laws, rules, and ordinances.
15. **Applicable Law.** This Agreement shall be governed by the laws of the State of New Mexico.
16. **Changes and Amendments.** Either of the Parties may, during the term of this Agreement, propose changes in the nature or extent of the Services or amendments to the provisions of this Agreement. Any changes to the Services or amendments to this Agreement, including any increase or decrease in the amount of the LEA's compensation, shall be mutually agreed upon by the Parties made in writing, dated, and signed in advance by the Parties.

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17. **Assignability.** The LEA shall not assign any interest in this Agreement or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the District Attorney.
18. **Termination for Cause.** If, for any cause, the LEA fails to fulfill in a timely and proper manner its obligations under this Agreement, the District Attorney shall then have the right to terminate this Agreement, in whole or in part, by giving written notice to the LEA of such termination and specifying the date of termination at least ten (10) days before the date of such termination. In such event all finished or unfinished documents, data, and reports prepared by the LEA under this Agreement shall, at the option of the District Attorney, become its property. In any event, the LEA shall be entitled to receive just and equitable compensation for any work satisfactorily completed up to the date of termination.
19. **Termination for Convenience.** Either the District Attorney or the LEA may terminate this Agreement at any time by giving at least thirty (30) days advance written notice to the other Party. In such event all finished or unfinished documents, data, and reports prepared by the LEA under this Agreement shall, at the option of the District Attorney, become its property. In any event, the LEA shall be entitled to receive just and equitable compensation for any work satisfactorily completed up to the date of termination.
20. **Construction and Severability.** If any part of this Agreement is held to be invalid, or unenforceable, such a holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is understandable and reasonably capable of completion.
21. **Entire Agreement.** This Agreement contains the entire agreement between the Parties, and supersedes any, and all, of their other agreements, or understandings, oral or written, whether made contemporaneously with, or in advance of, the execution of this Agreement. Any changes, including increases or decreases in the amount of the compensation, which are mutually agreed upon by and between the District Attorney and the LEA, shall be incorporated in written amendments to this Agreement. This Agreement shall not be altered, changed or amended except by an instrument, in writing, executed by parties hereto.
22. **Approval Required.** This Agreement shall not become effective, or binding, until approved and signed by the Third Judicial District Attorney and the Chief or Sheriff of the participating LEA.
23. **Facsimile/Electronic Signature.** A signature sent via facsimile/electronic shall have the same legal effect as if the Original has been signed in person.
24. **Force Majeure.** Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, epidemics, quarantine restrictions, wars, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or

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domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost because of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

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Subrecipient Agreement

IN WITNESS WHEREOF, the Third Judicial District Attorney's Office and DASO have executed this Agreement as of the last date of execution shown below.

APPROVED BY:

THIRD JUDICIAL DISTRICT ATTORNEY'S OFFICE:

By: _____ Date: _____
Gerald M. Byers, Third Judicial District Attorney

By: _____ Date: _____
_____, General Counsel – Certifying legal sufficiency.

By: _____ Date: _____
Juliet Lucero, Chief Financial Officer

MESILLA MARSHAL'S OFFICE

By: _____ Date: _____
_____, Mesilla Marshal's Office

By: _____ Date: _____
_____, Attorney - Certifying legal sufficiency

Mesilla

NM
TRUE

TOWN OF
Mesilla

Executive Summary

To: Board of Trustees
From: Russell Hernandez, Mayor
Date: For Regular Meeting 01/22/2024
Re: Discussion Only: Clarification of Executive/Legislative/Judicial

Summary of items to be considered.

- Questions regarding specific actions/duties of certain officials within the town.

Financial Impact:

- None

Supporting Documentation:

Mayor: MTC Section 2.10

Trustees: MTC Section 2.15

Judge: MTC Section 2.60

2.10.010 Title.

This chapter shall be cited as the "mayor ordinance." [Prior code § 2-2-1]

2.10.020 Mayor – Qualifications – Term – Compensation.

A. The chief executive officer of the municipality shall be the mayor who shall be a qualified elector residing within the limits of the municipality. The mayor shall be elected for a four-year term.

B. The mayor shall receive a salary of \$30,000 per year; however, the mayor's salary shall be reduced by the percentage difference if the work week is less than 40 hours for regular employees. For example, a 32-hour work week equates to a 20 percent reduction in salary.

C. The mayor will be available for BOT meetings, special meetings and general office hours, total hours per week 15.

D. In the event an employee in the service of the town has filed a declaration of candidacy for elective office of the town of Mesilla, he/she may expend annual leave for electioneering or campaign activities. If elected or appointed to municipal office, on the taking of the oath of office the employee must resign from service with the town. [Ord. 2010-02 § 1; Ord. 2007-07 § 1; Ord. 2003-08 § 1; Ord. 91-13 § 1; Ord. 89-11 § 1; prior code § 2-2-2]

2.10.030 Mayor – Vacated office – Appointment by board of trustees.

In case of the death, disability, resignation or change of residence from the municipality, of the mayor, the board of trustees shall appoint by majority vote a qualified elector to fill the vacancy for the unexpired term of office. [Prior code § 2-2-3]

2.10.040 Mayor – Presiding officer of board of trustees – Limitations on vote.

The mayor of a municipality is the presiding officer of the board of trustees. [Prior code § 2-2-4]

2.10.050 Mayor – Chief executive officer – Powers.

The mayor is the chief executive officer and shall:

A. Cause the ordinances and regulations of the municipality to be obeyed;

B. Exercise, within the municipality, powers conferred upon sheriffs of counties to suppress disorders and keep the peace; and

C. Perform other duties, compatible with his/her office, which the board of trustees may require. [Prior code § 2-2-5]

2.10.060 Mayor – Appointment of officers after election.

A. At the organizational meeting of the board of trustees, which shall be held pursuant to Section [3-8-33](#) NMSA 1978, the mayor shall submit, for confirmation by the board of trustees, the names of persons who shall fill appointive offices of the municipality and the names of persons who shall be employed by the municipality. If the board of trustees fails to confirm any person as an appointive official or employee of the municipality, the mayor at the next regular meeting of the board of trustees shall submit the name of another person to fill the appointed office or to be employed by the municipality.

B. Any person holding an appointed office at the time of the municipal election shall continue in that office until his/her successor has been appointed, qualified, and is confirmed. [Ord. 2004-04 § 1; prior code § 2-2-6]

2.10.070 Mayor – Authority to appoint, supervise and discharge employees.

A. Subject to the approval of a majority of all members of the board of trustees, the mayor shall:

1. Appoint all officers and employees except those holding elective office; and
2. Designate an employee to perform any service authorized by the board of trustees.

B. The mayor may appoint temporary employees as required for the proper administration of municipal affairs. The employee shall serve only until the next regular meeting of the board of trustees at which a quorum is present. The temporary employment shall cease and the employee shall not be reappointed unless his/her appointment is confirmed by the board of trustees. A temporary employee is entitled to the usual, ordinary and reasonable compensation for services rendered to the municipality. Upon the appointment of a temporary employee, the mayor shall immediately notify the board of trustees in writing.

C. The mayor shall:

1. Supervise the employees of the municipality;
2. Examine the grounds of reasonable complaint made against any employee; and

3. Cause any violations or neglect of the employees' duties to be corrected promptly or reported to the proper authority for correction and punishment.

D. Subject to the limitation of a merit system ordinance adopted as authorized in Section [3-13-4](#) NMSA 1978:

1. The board of trustees may discharge an appointed official or employee by a majority of all the members of the board of trustees;

2. The mayor may discharge an appointed official or employee upon the approval of a majority of all the members of the board of trustees; or

3. The mayor may suspend an appointed official or employee until the next regular meeting of the board of trustees at which time the suspension shall be approved or disapproved by a majority of all the members of the board of trustees. If the suspension of the appointed official or employee is disapproved by the board of trustees, the suspended appointed official or employee shall be paid the compensation he/she was entitled to receive during the time of his/her suspension.

E. Any appointed official of employee who is discharged shall:

1. Upon his request, be given, by the mayor in writing, a list of the reasons for his discharge;

2. Be paid any vacation pay which he may have accrued. [Prior code § 2-2-7]

2.10.080 Additional powers of mayor.

The mayor shall sign all commissions, licenses and permits granted by the governing body, and other acts that the law or ordinances may require, or the commissions, licenses and permits may be authenticated as authorized under the Uniform Facsimile Signature of Public Officials Act ([6-9-1](#) to [6-9-6](#) NMSA 1978). [Prior code § 2-2-7]

2.15.010 Title.

This chapter may be cited as the "board of trustees ordinance." [Prior code § 2-3-1]

2.15.020 Board of trustees – Corporate authority – Legislative body.

The corporate authority of the town of Mesilla is vested in the board of trustees which shall constitute the legislative branch of the municipality and shall not perform any executive functions except those functions assigned to it by law. [Prior code § 2-3-2]

2.15.030 Board of trustees – Composition – Trustee terms – Trustee qualifications – Trustee compensation.

A. The members of the board of trustees are the mayor and four trustees. Trustees shall be elected at large for staggered terms of four years with terms of two of the trustees expiring at the end of one two-year period and the terms of the remaining trustees expiring at the end of the following two-year period.

B. Trustees shall be residents and qualified electors of the town of Mesilla. If any trustee moves from, or becomes a nonresident of the town of Mesilla during her/his term of office, he/she shall be deemed to have vacated her/his office upon the adoption of the board of trustees of a resolution declaring such vacancy to exist. In the event an employee in the service of the town has filed a declaration of candidacy for trustee of the town of Mesilla, he/she may expend annual leave for electioneering or campaign activities. If elected or appointed as a trustee, on the taking of the oath of office the employee must resign from service with the town.

C. Trustees shall receive a salary of \$8,000 per year; however, the trustee's salary shall be reduced by the percentage difference if the work week is less than 40 hours for regular employees. For example, a 32-hour work week equates to a 20 percent reduction in salary. [Ord. 2010-02 § 2; Ord. 2003-08 § 2; prior code § 2-3-3]

2.15.040 Board of trustees – Quorum – Votes required for passage of measure.

A. A majority of the members of the board of trustees is a quorum for the purpose of transacting business.

B. Unless otherwise provided by law, a question before the board of trustees shall be decided by a majority vote of the members present. Other than the requirement of a simple majority, when there is a requirement that a certain fraction or percentage of the members of the entire

board of trustees or all of the members of the board of trustees or other similar requirement vote for the measure, the mayor shall not be counted in determining the actual number of votes needed. [Prior code § 2-3-4]

2.15.050 Vacancy on board of trustees.

A. Except as provided in subsection (B) of this section, any vacancy on the board of trustees shall be filled by appointment of a qualified elector by the mayor of the municipality, with the advice and consent of the board of trustees. Any qualified elector appointed to fill a vacancy on the board of trustees shall serve until the next regular municipal election, or any special election called in accordance with subsection (B) of this section, at which time a qualified elector shall be elected to fill the remaining unexpired term, if any.

B. A special election, for the purpose of filling a vacancy on the board of trustees, may be called by the mayor, with the consent of the board of trustees or by the board of trustees. [Prior code § 2-3-5]

2.15.060 Board of trustees – Powers and duties – Election of mayor pro tem.

A. The board of trustees shall:

1. Elect one of its members to act as mayor pro tem in the absence of the mayor, at the second meeting in January to serve a one-year term;
2. Possess all powers granted by law, and other municipal powers not conferred by law or ordinance on another officer of the municipality;
3. Manage and control the finances and all property, real and personal, belonging to the municipality;
4. Keep minutes of its proceedings;
5. Adopt rules and regulations necessary to effect the powers granted municipalities;
6. Prescribe the compensation and fees to be paid municipal officers and employees;
7. Prescribe the powers and duties of those officers whose terms of office or powers and duties are not defined by law, and impose additional powers and duties upon those officers whose powers and duties are prescribed by law; and
8. Enter into contracts and leases.

B. The board of trustees may remit the fine of any person convicted of a violation of a municipal ordinance.

C. The board of trustees may compel the attendance of absent members in such manner and under such penalties it deems desirable. [Ord. 2019-03 § 2; prior code § 2-3-6]

2.15.070 Board of trustees is board of finance.

The board of trustees is the board of finance of the municipality and the members of the board of trustees shall serve without compensation additional to any compensation which may be authorized by law for their services as members of the board of trustees. [Prior code § 2-3-7]

2.15.080 Finance – Authorization.

The board of trustees shall:

A. Control the finances and the property of the municipality;

B. Appropriate money for municipal purposes only; and

C. Provide for payment of debts and expenses of the municipality. [Prior code § 2-3-8]

2.15.090 Meetings – Order of business – Agenda – Rules of procedure.

A. Meetings. Annually, the board of trustees shall adopt a resolution establishing meeting times in compliance with the New Mexico Open Meetings Act.

B. Order of Business. The order of business of the board of trustees shall be taken up for consideration and disposition in the manner recommended by the mayor or as otherwise recommended by the board of trustees.

C. Agenda. All reports, communications, ordinances, resolutions, contracts, documents or other matters to be submitted to the board of trustees shall be delivered to the town clerk-treasurer in the format prescribed by the mayor. The town clerk-treasurer shall prepare and publish an agenda pursuant to the town's adopted Open Meetings Act resolution.

D. Rules of Procedure. The board of trustees shall adopt by resolution rules of procedure for the conduct of meetings as defined by the Open Meetings Act. [Ord. 2004-04 § 2; Ord. 98-07 § 1; prior code § 2-3-9]

2.15.100 Committees – Standing – Special.

A. The only standing committee of the board of trustees shall be the committee of the whole; the mayor shall be the presiding officer thereof and applicable rules of procedure of the board of trustees shall be observed.

B. Special committees shall be appointed by the mayor with the advice and consent of the board of trustees.

C. Reports of special committees shall be made in writing and shall be submitted together with the petition, resolution, account or other paper under consideration. [Ord. 2004-04 § 3; prior code § 2-3-10]

2.15.110 Monthly summary of minutes – Contents.

Repealed by Ord. 2004-04. [Prior code § 2-3-11]

2.15.120 Filing summary of minutes.

Repealed by Ord. 2004-04. [Ord. 98-07 § 1; prior code § 2-3-12]

2.60.010 Qualifications – Salary.

A. The municipal judge shall be a resident of the municipality. In the event an employee in the service of the town has filed a declaration of candidacy for municipal judge of the town of Mesilla, he/she may expend annual leave for electioneering or campaign activities. If elected or appointed as the municipal judge, on the taking of the oath of office the employee must resign from service with the town.

B. The municipal judge shall receive a salary of \$15,000 per year. The salary shall not be reduced after his/her election or appointment or during his/her term of office. (Article X, Section 4(B), New Mexico State Constitution.) [Ord. 2013-06; Ord. 2010-02 § 3; Ord. 2007-07 § 2; Ord. 2003-08 § 3; Ord. 91-14 § 1; Ord. 89-12 § 1; prior code § 5-2-1]

2.60.020 Election – Term – Vacancy.

A. The municipal judge shall be elected for terms of four years in a regular municipal election.

B. The elected municipal judge shall provide to the mayor and board of trustees a list of at least two residents who are registered voters in the municipality, and who are qualified and willing to serve as temporary alternate judges. The mayor, with the advice and consent of the board of trustees, shall select at least two temporary judges from such list to serve as temporary municipal judges under circumstances established in this section.

C. In the event that the municipal judge's office becomes vacant, then:

1. The vacancy may be filled by one of the appointed temporary municipal judges selected by vote of the board of trustees, to serve until the next regular or special municipal election; or
2. The board of trustees may declare and conduct a special election to fill the remainder of the vacant office. [Ord. 2013-06; prior code § 5-2-2]

2.60.030 Temporary incapacity or absence of a municipal judge – Appointment of a temporary municipal judge.

If the municipal judge be incapacitated or absent, or elects to recuse himself or herself, an approved temporary municipal judge shall be assigned by the elected municipal judge to assume all duties of the elected municipal judge during said temporary incapacity, absence or for the recusal, and the temporary judge shall hear and determine cases arising under municipal ordinances while sitting as municipal judge. Once any incapacity, absence or recusal period is past, the elected municipal judge shall resume full charge of his/her office. In the

event the elected municipal judge is unable or unavailable to make the assignment, the assignment shall be made by the mayor. [Ord. 2013-06; prior code § 5-2-3]

2.60.040 Duties of temporary municipal judge.

The duties of the temporary municipal judge shall be the same duties of the elected municipal judge during a period of incapacity, absence or following recusal. The temporary municipal judge shall be compensated by contract with the municipal court. [Ord. 2013-06; prior code § 5-2-4]

2.60.050 Monthly reports and remittances – Itemized statement.

A. The municipal judge shall make monthly reports to the board of trustees of all money collected by her/him. The reports required shall be filed and the money collected paid to the municipality not later than the tenth day of the month following collection.

B. Said reports shall include an itemized statement showing the different amounts collected, the purpose of collection, the name of the person paying and the date of payment. [Ord. 2013-06; prior code § 5-2-5]

2.60.060 Record of traffic cases – Exception.

A. The municipal judge shall keep a record of every traffic complaint, uniform traffic citation and other form of traffic charge filed in her/his court and every official action and disposition of the charge by her/his court.

B. After disposition of every charge of violating the Motor Vehicle Code or other law or ordinance relating to motor vehicles, the municipal judge or the clerk of the court shall complete the citation abstract and forward it to the New Mexico Motor Vehicle Division. Reports need not be made of any disposition of a charge of illegal parking or standing of a vehicle.

C. The municipal judge shall keep records on all traffic violations. Records showing a conviction shall be open to public inspection during business hours for three years from the date of final disposition, after which the municipal judge shall cause them to be destroyed except that convictions under Sections [66-8-102](#) through [66-8-112](#) NMSA 1978 shall not be open to public inspection and shall not be destroyed until 55 years from the date of their receipt, in compliance with state law.

D. The failure or refusal of the municipal judge or her/his court clerk to comply with this section is misconduct in office and grounds for removal; except that violation of subsection (C) of this section shall be punished by a fine not exceeding \$200.00, or by imprisonment not exceeding 90 days, or by both such fine and imprisonment. [Ord. 2013-06; prior code § 5-2-6]

2.60.070 Exceptions to court appearance requirements – Traffic fines payable to court clerk.

The municipal judge shall designate the specific offenses under the traffic code of the municipality, the fines for which may be accepted by the clerk of the municipal court upon a signed penalty assessment; provided, that no penalty assessment shall exceed the provisions of the New Mexico Motor Vehicle Code. The municipal judge shall also name the offenses which shall require appearance before the court. [Ord. 2013-06; prior code § 5-2-7]

2.60.080 Failure to make reports or remit money – Penalty – Cause for removal.

A. Any municipal judge violating any provision relating to making reports or remitting money collected is guilty of a misdemeanor, and shall be fined not more than \$200.00 or imprisoned not more than 90 days, or both.

B. The failure or refusal of the municipal judge to comply with any provision relating to making reports or remitting money collected is misconduct in office and grounds for removal as allowed by law. [Ord. 2013-06; prior code § 5-2-8]

2.60.090 Additional duties.

In addition to other duties required by law, the municipal judge shall hold court sessions on a regularly scheduled basis and as required by the court's case load; provided, that the municipal judge shall hold at least three two-hour sessions a week and shall be available for one evening session a week as needed. Further, the municipal judge shall be available during reasonable hours for the issuance of warrants, summons and general office hours duties; total hours per week will be 15. [Ord. 2013-06; Ord. 2007-07 § 3; Ord. 91-14 § 2; Ord. 89-12 § 2; prior code § 5-2-9]

2.60.100 Training required – Exemption – Proof of compliance – Withholding salary for noncompliance.

A. The municipal judge shall annually, as a condition of discharging the duties of that office, successfully complete a judicial training program conducted under the authority or with the approval of Administrator of the Courts, unless excused by the Chief Justice of the Supreme Court.

B. The municipal judge shall file with the town clerk-treasurer proof of compliance with subsection (A) of this section as a public record.

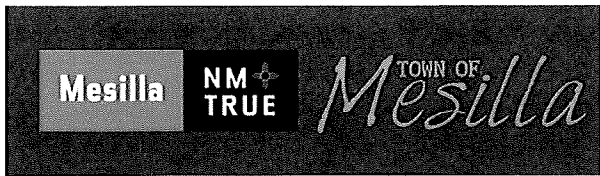
C. The town clerk-treasurer shall withhold the municipal judge's salary until the municipal judge has filed proof of compliance with subsection (A) of this section. [Ord. 2013-06; prior code § 5-2-10]

2.60.110 Authorization to suspend sentences, defer sentences, and place defendants on probation.

A. Authority to Suspend and Defer Sentences, and Grant Probation. When the municipal judge is satisfied that the public will be served and the ends of justice will be served, the municipal judge may when allowed by state law:

1. Suspend in whole or in part the execution of a sentence;
2. Place the defendant on probation for a period not exceeding one year on terms and conditions the court deems best, including but not limited to deferment of sentence, making restitution, or performing community service; or
3. Impose any or all of the provisions of both subsections (A)(1) and (2) of this section on the defendant.

B. Discharge of Liability. Upon the successful completion of the terms and conditions of probation, the defendant's liability for any fine or other punishment imposed shall be fully discharged. [Ord. 2013-06; prior code § 5-2-11]



Executive Summary

To: Board of Trustees
From: Russell Hernandez, Mayor
Date: For Regular Meeting 01/22/2024
Re: Discussion Only: Planning & Zoning Appointment Process

Summary of items to be considered

- Questions regarding the process used for the recent interviews
 - o Posting and Receiving Letters of Interest
 - o Setting up Interviews
 - o Interview Committee: Mayor, Department Rep, Commission Rep, BOT Rep
 - o Interview Worksheet (Attached)
 - o Interview – worksheet total points given
 - o Recommendation to BOT

Financial Impact:

- None

Supporting Documentation:

(See attached documents)

PZHAC Commissioner Interview Questionnaire

Applicant: _____

Interviewer: _____

Date: _____

Scale/scoring: 1 – 5

(1= Does not meet Expectations, 5 Exceeds Expectations)

1. What motivated to you to want to serve on the Planning, Zoning, & Historical Appropriateness Commission and what do you hope to accomplish? Score_____

2. This Commission is Volunteer (non-paid). If you become a commissioner, are you willing to put in the time for any available training or orientations that would enhance your knowledge? Score_____

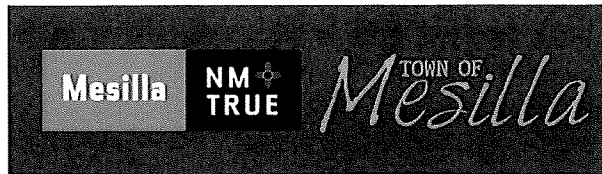
3. Meetings are held the first and third Monday of the Month. Sometimes attendance at a joint-work session or an appeal hearing may be required. Do you understand the time that may be required for this appointed position. Score_____

4. Would you provide your views on the importance of preserving the Historical and Cultural aspects of the Town of Mesilla? Do you feel it is possible for Mesilla to maintain its historical, agricultural, & rural characteristics? Score_____

5. Do you have any experience in the construction process? Ie: Blueprint reading, interpreting building codes and permitting Score_____

6. Are you familiar with the Mesilla Town Code as it relates to PZHAC Score_____

7. How would you be able to put any personal and external pressures to the side in order to follow the MTC? Score_____



Executive Summary

To: Board of Trustees
From: Russell Hernandez, Mayor
Date: For Regular Meeting 01/22/2024
Re: Discussion Only: Process for Adding items to the agenda/worksessions

Summary of items to be considered

- **Adding items to the agenda:**
 - o Email Gloria & CC Mayor
 - o Bring up during Trustee Comments
 - Items will be considered – if they are items for informational purposes, they will be considered for discussion or documentation may be sent. If they require approval they will be considered.
 - o Process will be the same for any items that may require work session or possible joint work-session with PZHAC.

Financial Impact:

- None

Supporting Documentation:

Will Be handed out at the meeting.

Board of Trustees

Calendar of Events 2024

If you are planning on attending events, please notify Gloria and Myself. If 3 or more attend any event, we will be posting a 'Notice of Possible Quorum'

(Items in Blue Are Town Specific Events)

January

- 9: Newly Elected Training
- 10 & 11: MOLI Level 1 Certification
- 27-29: Las Cruces Day in Santa Fe

February

- 7 & 8: Municipal Day in Santa Fe
- 10: For Love of Art Show
- 10: Cupids Chase 5k

March

- 2&3: New Mexico Pecan Festival
- 23: Amador Health 5k

April

-

May

- 4&5: Cinco de Mayo Fiesta
- 15: Ride of Silence

June

- 7: Summer Music Series
- 21: Summer Music Series
- 28: Summer Music Series

July

- 4: Fireworks Display
- 5: Summer Music Series
- 12: Summer Music Series

August

- TBD: Municipal League Annual Conference

September

- 14-15: Diez y Seis de Septiembre Parade & Fiesta

October

- 4-5: Jazz Happenings
- 10: Leones Car Show
- 26: Halloween Haunted House & Carnival

November

- 2-3: Dia de Los Muertos
- 11: Veterans Day Ceremony

December

- 5: Christmas Tree Lighting
- 24: Christmas Eve on the Plaza