



**THE BOARD OF TRUSTEES (BOT) OF THE TOWN OF MESILLA**

**REGULAR MEETING**

**AT THE MESILLA TOWN HALL,  
2231 AVENIDA DE MESILLA**

**MONDAY, AUGUST 25, 2025 – 6:00 P.M.**

**AGENDA**

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL & DETERMINATION OF A QUORUM**
3. **CHANGES TO THE AGENDA & APPROVAL**
4. **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** – August 11, 2025 - BOT Regular Meeting
  - b) **\*APPROVAL** - Purchase Order – Souder, Miller & Associates – Water Well/Tank - \$131,755.51
5. **PUBLIC INPUT ON CASES – The public is invited to address the Board as allowed by the chair.**
6. **PRESENTATION**
  - a) **Dona Ana County Vector Control – Robert Herrera**
7. **ACTION AND CONSIDERATION**  
**NEW BUSINESS**
  - a) **PZHAC CASE #062038** – 2101 Calle de Norte, submitted by Juan D. Caro. Requesting approval for an addition to his primary residence. ZONE: Historical Residential (HR).
  - b) **PZHAC CASE #161940** – 2615 Calle de Sur, submitted by Sam Bernal. Requesting approval of a subdivision of his property. ZONE: Historical Residential (HR).
  - c) **APPROVAL** – Resolution 2025-51 – Destruction of Records
8. **CLOSED EXECUTIVE SESSION**
  - a) **Discussion concerning the purchase of land and shall be closed to the public pursuant to NMSA 1978, Section 10-15-1(H)(8) –**
9. **Any Actions that may arise as a result of Closed Executive Session**
10. **PUBLIC INPUT – The public is invited to address the Board as allowed by the chair.**
11. **BOARD OF TRUSTEE COMMITTEE REPORTS & LIASION UPDATES**
12. **BOARD OF TRUSTEE/STAFF COMMENTS**

- 002     a) *Ongoing Projects Listing*  
          b) *Calendar of Events*

### 13. ADJOURNMENT

#### NOTICE

If you need 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](http://www.mesillanm.gov).

Posted **08.21.2025** 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. Stream live at [www.youtube.com/@townofmesilla7501](http://www.youtube.com/@townofmesilla7501).

**\*\*BOT MEETINGS ARE AVAILABLE ON TOWN OF MESILLA'S YOUTUBE PAGE\*\***

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**THE BOARD OF TRUSTEES (BOT) OF THE TOWN OF MESILLA**  
**REGULAR MEETING**  
**AT THE MESILLA TOWN HALL,**  
**2231 AVENIDA DE MESILLA**  
**MONDAY, AUGUST 11, 2025 – 6:00 P.M.**

**MINUTES**

**TRUSTEES:** Russell Hernandez, Mayor  
Adrianna Merrick, Mayor Pro Tem (Absent)  
Biviana Cadena, Trustee (Absent)  
Stephanie Johnson-Burick, Trustee  
Gerard Nevarez, Trustee

**STAFF:** Ben Azcarate, Marshal  
Edward Salazar, Econ & Com Development Director  
Andrew Embury, Fire Department  
Gloria S Maya, Town Clerk/Recorder

**PUBLIC:** Veronica Garcia Jerry Garcia  
Tom Hutchinson Jesse  
Greg Lester Andrea Bryan  
Janice and Bill Cook Rico Gonzales

**1. PLEDGE OF ALLEGIANCE**

Mayor Hernandez led the Pledge of Allegiance.

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

**Roll Call.**

**Present:** Mayor Hernandez, Trustee Nevarez, Trustee Johnson-Burick.

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

Mayor Hernandez stated items b and c need to be removed and requested moving Consent Agenda item 4d to New Business item a.

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

**Roll Call Vote: Motion passed (summary: Yes-2)**

Trustee Johnson-Burick Yes  
Trustee Nevarez Yes

**4. 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 \*)

**Motion: To approve consent agenda, Moved by Trustee Nevarez, Seconded by Trustee Johnson-Burick.**

**Roll Call Vote: Motion passed (summary: Yes-2)**

1 Trustee Johnson-Burick Yes  
2 Trustee Nevarez Yes

- 3
- 4 a) **\*BOT MINUTES** – July 28, 2025 BOT Regular Meeting *Approved by consent agenda*
- 5 b) **\*APPROVAL - Purchase Requisition** – removed
- 6 c) **\*APPROVAL – PZHAC CASE # 062** – removed
- 7 d) **\*APPROVAL** – Blueprint & Document Scanner – moved to New Business item a.

8 Mayor Hernandez reviewed item.

9  
10 **Motion: To approve consent agenda, Moved by Trustee Johnson-Burick, Seconded by Trustee Nevarez. .**

11  
12 **Roll Call Vote: Motion passed (summary: Yes-2)**

13 Trustee Johnson-Burick Yes  
14 Trustee Nevarez Yes

15  
16  
17 **5. PUBLIC INPUT ON CASES – The public is invited to address the Board as allowed by the**  
18 **chair.**

19 **No Public Input**

20 **6. ACTION AND CONSIDERATION OLD BUSINESS**

- 21 a) **APPROVAL: PZHAC Case # 062030 with condition** – 2410 Calle de Parian, submitted by
- 22 Tom Hutchinson, “La Posta.” Requesting approval for a small building expansion and parking lot
- 23 improvements. Zone: Historic Commercial (HC).

24 **Motion: To approve PZHAC Case #062030 with condition – 2410 Calle de Parian, submitted by Tom**  
25 **Hutchinson, “La Posta”. Requesting approval for a small building expansion and parking lot improvements.**  
26 **Zone: Historic Commercial (HC), Moved by Trustee Johnson-Burick, Seconded by Trustee Nevarez.**

27  
28 Mr. Salazar gave an overview of PZHAC Case #062030.

29  
30 Trustee Johnson-Burick commented

31  
32 **Roll Call Vote: Motion passed (summary: Yes-2)**

33 Trustee Johnson-Burick Yes  
34 Trustee Nevarez Yes

35  
36 Break 6:09 p.m./resumed 6:13 p.m.

37  
38 **7. ACTION AND CONSIDERATION NEW BUSINESS**

- 39 a) **DISCUSSION:** PAC Committee BOT Representative (Public Arts Committee)

40 Mayor Hernandez gave an overview of PAC Committee BOT Representative (Public Arts Committee).

41  
42 Trustee Nevarez commented

- 43
- 44 b) **DISCUSSION:** Public Art & Culture Application Guidelines

45 Mayor Hernandez gave an overview of the Public Art & Culture Application Guidelines.

46  
47 Trustee Nevarez commented

- 48
- 49 c) **APPROVAL:** NMSU Fire Agreement Update (Amendment)

50 Mayor Hernandez gave an overview of the NMSU Fire Agreement (Amendment).

51  
52 **Motion: To approve NMSU Fire Agreement Update (Amendment), Moved by Trustee Johnson-Burick,**  
53 **Seconded by Trustee Nevarez.**

54  
55 **Roll Call Vote: Motion passed (summary: Yes-2)**

1 Trustee Johnson-Burick Yes  
2 Trustee Nevarez Yes  
3

4 d) **DISCUSSION:** Que Linda Position/capacity  
5 Mayor Hernandez gave an overview of Que Linda Position/capacity.  
6

7 Trustee Nevarez commented  
8

9 Trustee Johnson-Burick commented  
10

11 e) **APPROVAL:** Que Linda Mesilla Program Coordinator  
12 **Motion: To approve Que Linda Mesilla Program Coordinator, Moved by Trustee Johnson-Burick, Seconded**  
13 **by Trustee Nevarez.**  
14

15 **Roll Call Vote: Motion passed (summary: Yes-2)**

16 Trustee Johnson-Burick Yes  
17 Trustee Nevarez Yes

18 f) **APPROVAL:** Resolution 2025- 49 – Que Linda Grant Support & Signatory Authority  
19 **Motion: To approve Resolution 2025-49 – Que Linda Grant Support & Signatory Authority, Moved by**  
20 **Trustee Johnson-Burick, Seconded by Trustee Nevarez.**  
21

22 **Roll Call Vote: Motion passed (summary: Yes-2)**

23 Trustee Johnson-Burick Yes  
24 Trustee Nevarez Yes

25 g) **APPROVAL:** Resolution 2025-50 – Public Lands Support  
26 Mayor Hernandez gave an overview of Resolution 2025-50 – Public Lands Support.  
27

28 **Motion: To approve Resolution 2025-50 – Public Lands Support, Moved by Trustee Johnson-Burick, Seconded**  
29 **by Trustee Nevarez.**  
30

31 **Roll Call Vote: Motion passed (summary: Yes-2)**

32 Trustee Johnson-Burick Yes  
33 Trustee Nevarez Yes  
34

35 h) **APPROVAL:** Square 9 Automation Proposal & Agreement  
36 **Motion: To approve Square 9 Automation Proposal & Agreement, Moved by Trustee Johnson-Burick,**  
37 **Seconded by Trustee Nevarez.**  
38

39 Mayor Hernandez gave an overview of Square 9 Automation Proposal & Agreement.  
40

41 Trustee Nevarez commented  
42

43 **Roll Call Vote: Motion passed (summary: Yes-2)**

44 Trustee Johnson-Burick Yes  
45 Trustee Nevarez Yes

46 i) **APPROVAL:** Tyler Cloud Hosting Update  
47 Mayor Hernandez gave an update on Tyler Cloud Hosting.  
48

49 **Motion: To approve Tyler Cloud Hosting Update, Moved by Trustee Johnson-Burick, Seconded by Trustee**  
50 **Nevarez.**  
51  
52

**Roll Call Vote: Motion passed (summary: Yes-2)**

Trustee Johnson-Burick Yes  
Trustee Nevarez Yes

**j) APPROVAL:** Tyler 10 Update (Incode)  
Mayor Hernandez presented the Tyler 10 Update (Incode).

Trustee Johnson-Burick commented

**Motion: To approve Tyler 10 Update (Incode), Moved by Trustee Johnson-Burick, Seconded by Trustee Nevarez.**

**Roll Call Vote: Motion passed (summary: Yes-2)**

Trustee Johnson-Burick Yes  
Trustee Nevarez Yes

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

Ms. Garcia commented

**9. CLOSED EXECUTIVE SESSION**

**a) Discussion concerning the purchase of land and shall be closed to the public pursuant to NMSA 1978, Section 10-15-1(H)(8) –**

Trustee Johnson-Burick commented

Trustee Nevarez commented

Mayor Hernandez commented

**Motion: To enter Closed Executive Session, Moved by Trustee Nevarez, Seconded by Trustee Johnson-Burick.**

**Motion passed unanimously**

Entered Closed Session at 6:56 p.m.

**Motion: To enter Regular Meeting, Moved by Trustee Johnson-Burick, Seconded by Trustee Nevarez.**

**Motion passed unanimously**

Entered Regular Meeting at 7:10 p.m.

**10. Any Actions that may arise as a result of Closed Executive Session**

**No Action Required**

**11. BOARD OF TRUSTEE COMMITTEE REPORTS & LIASION UPDATES**

Trustee Nevarez: Economic Community Development meeting

Trustee Johnson-Burick: MPO meeting Wednesday, August 13<sup>th</sup>

Mayor Hernandez: MPO meeting Wednesday, August 13<sup>th</sup>, Economic Round Table meeting Wednesday morning,

DSI meeting, WTB Allocation opened up, National Historic Trail meeting, Walk-thru and Punch list for Calle de Santiago and Calle de Picacho-Thursday.

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

- a) *Ongoing Projects Listing*
- b) *Calendar of Events*

Marshal Azcarate gave a department (Marshal) update.

Fire Marshal gave a department (Fire) update.

Mr. Salazar gave a department (Com/Economic Development) update.

Mayor Hernandez gave a department (Public Works) update.

Ms. Maya gave a department (Finance) update.

Trustee Johnson-Burick commented

Mayor Hernandez commented

**13. ADJOURNMENT**

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

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

**APPROVED THIS 25<sup>th</sup> DAY OF AUGUST, 2025.**

\_\_\_\_\_  
**Russell Hernandez**  
 Mayor

**ATTEST:**

\_\_\_\_\_  
**Gloria S. Maya**  
 Town Clerk/Treasurer

**\*\*BOT MEETINGS ARE AVAILABLE ON TOWN OF MESILLA'S YOUTUBE PAGE\*\***

# Town of Mesilla Purchase Requisition



Requesting: (Please select one)

Check     Purchase Order

DATE: 8/15/25

QTY	FUND CODE	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	35-535-3608	Mesilla Water Well & Water Tank		\$120,000
	23-510-2320	Tax		\$11,755.51

FUND CODE 35-535-3605	AMT from FUND \$120,000	FUND AMT Remaining \$0.00	SUBTOTAL	\$120,000
FUND CODE 23-510-2320	AMT from FUND \$11,755.51	FUND AMT Remaining	SALES TAX	\$11,755.51
FUND CODE	AMT from FUND	FUND AMT Remaining	TOTAL	\$131,755.51

VENDOR NAME	<b>Souder, Miller</b>
ADDRESS	
PHONE #	
AP ONLY:	W9 COMPLETE YES <input type="checkbox"/> NO <input type="checkbox"/>

REQUESTED BY Briana Gomez <i>Briana Gomez</i>	DATE 8/15/25
AUTHORIZED BY <i>Gloria Mayra</i>	DATE 08/15/2025



**TOWN OF MESILLA**  
 2231 AVENIDA DE MESILLA  
 PO Box 10  
 Mesilla, NM 88046  
 (575) 524-3262

# PURCHASE ORDER

**PO Number:** 10-447      **Date:** 08/15/2025  
**Request #:** 10-467      **Vendor #:** 01-2229

**ISSUED TO:**

SOUDER, MILLER & ASSOCIATES  
 3500 SEDONA HILLS PARKWAY  
 LAS CRUCES, NM 88011

**SHIP TO:**

TOWN OF MESILLA - TOWN HALL  
 2231 AVENIDA DE MESILLA  
 MESILLA, NEW MEXICO 88046

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJECT	PRICE	AMOUNT	
1	0.00	WTR WELL/WATER TANK	35 -535-3608		0.00	120,000.00	
2	0.00	TAX	23 -510-2320		0.00	11,755.51	
		24-I2377 WATER WELL/WATER TANK ENGINEERING SERVICES FOR PLAN, DESIGN, CONSTRUCT A 200,000- GALLON WELDED STEEL GROUND WATER STORAGE TANK WITH 100 LINEAR FT OF 12-IN. WATERLINE INCLUDING APPURTENANCES AND ASSOCIATED DRAINAGE AND GRADING IMPROVEMENTS. SEE ALSO FULL PROPOSAL FOR MORE DETAILS					

Approvals:

*Dora Smaya*

\* Taxable Item

<b>SUBTOTAL</b>	131,755.51
<b>TOTAL TAX</b>	0.00
<b>TOTAL</b>	131,755.51

Clerk Treasure:

Date: 08.15.2025

- Original invoice plus one copy must be sent to:  
 Town of Mesilla, Accounts Payable Dept, 2231 Avenida De Mesilla, PO Box 10, Mesilla, NM 88046.
- Purchase Order numbers must appear on all packages, packing slips and invoices.

35-535-3608

PO 10-447

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

THIS Agreement, made this \_\_\_\_\_ day of August 2025 (effective date) by and between the Town of Mesilla hereinafter referred to as the OWNER, and Souder, Miller & Associates Inc. hereinafter referred to as the ENGINEER. This contract expires on August 2029.

The OWNER intends to construct a Project consisting of a 200,000-gallon welded steel ground water storage tank with approximately 100 linear feet of 12-inch waterline including appurtenances and associated drainage and grading improvements.

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

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10. Audits and Access to Records
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16. Equal Employment Opportunity
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Funded Projects
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### SECTION B - ENGINEERING SERVICES

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

### SECTION C - SPECIAL PROVISIONS OR MODIFICATIONS

#### ATTACHMENTS

- Attachment I – Insurance - required
- Attachment II - Engineering Services During the Planning Phase  
Authorization to proceed date: This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Contract Time shall be \_\_\_\_\_ calendar days from Authorization to proceed date. This phase expires on \_\_\_\_\_.
- Attachment III - Engineering Services During the Design Phase  
Authorization to proceed date: This \_\_\_\_\_ day of August, 2025  
Contract Time shall be 255 calendar days from Authorization to proceed date. This phase expires on April 2026.

- Attachment IV - Engineering Services During the Construction Phase  
Authorization to proceed date: This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Contract Time shall be \_\_\_\_\_ calendar days from Authorization to proceed date. This phase expires on \_\_\_\_\_.
- Attachment V - Engineering Services During the Operation Phase  
Authorization to proceed date: This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Contract Time shall be \_\_\_\_\_ calendar days from Authorization to proceed date. This phase expires on \_\_\_\_\_.
- Attachment VI – Amendments to Agreements for Engineering Services  
Authorization to proceed date: This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Contract Time shall be \_\_\_\_\_ calendar days from Authorization to proceed date. This phase expires on \_\_\_\_\_.
- \_\_\_\_\_

## **SECTION A – GENERAL PROVISIONS**

### **1. General**

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

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

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

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

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

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

### **2. Approvals**

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

(b) Review or approval of documents by or for the Funding Agency under this Agreement is

for administrative purposes only and does not relieve the ENGINEER or OWNER of their responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

### **3. Responsibilities of the ENGINEER**

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

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

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

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

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

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

comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work.

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

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

#### **4. Responsibilities of the OWNER**

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

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

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

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

#### **5. Changes**

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

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

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

## **6. Termination of Contract**

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

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

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

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

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

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

## **7. Payment**

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed

in the Attachments.

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

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

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

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

## 8. Time

### (a) PROGRESS AND COMPLETION

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

schedule regardless of the reason.

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

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

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

## 9. Project Design

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

#### **10. Audits and Access to Records**

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

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

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

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

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

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

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

#### **11. Subcontracts**

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

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

## **12. Insurance**

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

## **13. Environmental Condition of Site**

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

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

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

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

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

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

## **14. Mutual Waiver**

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

#### **15. Independent Contractor**

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

#### **16. Equal Employment Opportunity**

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

#### **17. Gratuities**

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

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

#### **18. Covenant Against Contingent Fees**

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

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

The ENGINEER and its subcontractor(s) confirm that cost and pricing data submitted for

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

## **20. Remedies**

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

## **21. Assurance Against Debarment**

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

## **SECTION B –ENGINEERING SERVICES**

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

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

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

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

None

1. The OWNER and ENGINEER agree that the contract time identified in each Attachment to this Agreement is considered met upon substantial completion of the Work associated with each Phase. Substantial completion is understood as submittal of a final draft of the required documentation and/or completion of tasks identified for each Phase. Liquidated damages shall not apply to the time required for final review and acceptance by the OWNER and/or the Funding Agency, and time required by the ENGINEER to make minor adjustments to the Work as requested by the OWNER, State regulatory agencies, or Funding Agency. The time required by the ENGINEER to make such minor adjustments however, shall not exceed 21 days, after which time liquidated damages as identified in Section A.8 shall apply.

2. The standard rates identified within each Exhibit to the present Agreement are effective as of the date of the Agreement and will be adjusted annually and submitted to the OWNER in the month of January of each subsequent year that the Agreement remains in force, to reflect equitable changes in the compensation payable to ENGINEER. The only rate that will be adjusted automatically with or without notification is the mileage rate which is tied to the current IRS rate as of the date of each invoice.

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

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the OWNER may immediately terminate this Agreement by giving the ENGINEER written notice of such termination. The OWNER’s decision as to whether sufficient appropriations are available shall be accepted by the ENGINEER and shall be final. The ENGINEER hereby waives any rights to assert an impairment of contract claim against the OWNER or NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the OWNER or the Department

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

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

### 1. PRIVITY OF CONTRACT

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

### 2. CHANGES

1. The OWNER may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the ENGINEER'S cost or time required to perform any services under this contract, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this contract in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the OWNER'S notification of change, unless the OWNER grants additional time before the date of final payment.

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

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

### 3. TERMINATION

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

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

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

termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

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

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

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

#### 4. REMEDIES

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

#### 5. AUDIT; ACCESS TO RECORDS

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

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

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

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

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

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

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

#### 6. COVENANT AGAINST CONTINGENT FEES

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

#### 7. GRATUITIES

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

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

#### 8. FINAL PAYMENT

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

#### 9. 40 CFR Part 33

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

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement on the respective dates indicated below.

The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section C.

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

By: B. Gomez! Town of Mesilla Date: 8/13/25  
OWNER  
Type Name Briana Gomez  
Title Deputy Clerk

By: Marty Howell Date: 08/08/2025  
ENGINEER  
Type Name Marty Howell  
Title President  
Address 3500 Sedona Hills Pkwy.  
Las Cruces, NM  
88011

REVIEWED AND APPROVED: FUNDING AGENCY  
AGENCY NAME: \_\_\_\_\_  
By \_\_\_\_\_  
Type Name \_\_\_\_\_  
Date \_\_\_\_\_

## ATTACHMENT I – Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$500,000 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

### ATTACHMENT III – Engineering Services During the Design Phase

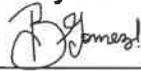
1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the \_\_\_\_ day of August, 2025 (effective date) by and between the Town of Mesilla, the OWNER, and Souder, Miller & Associates Inc., the ENGINEER, the OWNER and ENGINEER agree this \_\_\_\_ day of August, 2025 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Design Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

- A. Perform or provide the following tasks and/or deliverables:  
See Exhibit A
  
- B. Cost Proposal – Include hourly breakdown for each task  
See Exhibit A
  
- C. Reimbursable Expense Schedule  
See Exhibit A
  
- D. Contract Time shall be 255 calendar days from the date of the OWNERS signature on Attachment III. Design phase services shall be completed and accepted by the OWNER by \_\_\_\_ (DATE). If design phase services have not been completed and accepted by \_\_\_\_ the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Design Phase shall be by the
- LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Design Phase, as described, including reimbursable expenses shall not exceed \$123,717.00, excluding gross receipt tax.
  - STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the Design Phase, as described, shall not exceed \$\_\_\_\_, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.
3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

4. Signatures

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

By:  Town of Mesilla Date: 8/13/25  
OWNER  
Type Name Briana Gomez  
Title Deputy Clerk

By:  Date: 08/08/2025  
ENGINEER  
Type Name Marty Howell  
Title President  
Address 3500 Sedona Hills Pkwy  
Las Cruces, NM  
88011

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: \_\_\_\_\_

By \_\_\_\_\_

Type Name \_\_\_\_\_

Date \_\_\_\_\_

Exhibit A  
 Preliminary Design, Final Design  
 Scope of Services

## Scope of Services

### *Project Description*

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide Design Phase Engineering Services to the Town of Mesilla (Owner) for a 200,000-gallon welded steel ground water storage tank with approximately 100 linear feet of 12-inch waterline including appurtenances and associated drainage and grading improvements. SMA proposes to complete the following scope of work.



### *Project Management*

1. **Project Management Plan (PMP) Preparation:** SMA will prepare a PMP to outline and document the following to ensure the entire project team has information necessary for a successful project:
  - a. Project team roles and responsibilities
  - b. SMA role in the project
  - c. Subconsultants for the project
  - d. Critical issues for the project
  - e. Project scope, budget and schedule including identification of critical path items
  - f. Change management and mitigation
  - g. QAQC Plan
  - h. Risk identification and safety plan

The PMP is intended to be a living document and the PM will update the PMP throughout the project as necessary.

2. **Kick-off Meeting:** SMA will hold an internal kick-off meeting to review the PMP with all of the project team members.
3. **Ongoing Project Management:** SMA will set up project budget and files, keep project records, update PMP as necessary, and prepare monthly invoices as outlined in the contract. The fee for these monthly project management tasks is based on an overall project duration of seven (7) months.

### *Preliminary Design Phase Services*

4. **Property/Easement Research:** SMA will research BLM Right-of-Way Maps, and will research BLM plat records for adjacent properties and for existing easements shown on plats that may be applicable to the project. SMA has not included a title search or warranty deed/easement research in this scope of services.

## Exhibit A

## Preliminary Design, Final Design

## Scope of Services

5. **As-built Research:** SMA will go through the Owner's available record drawings for applicable projects. The Owner will provide access to the records or will provide the records to SMA.
6. **Utility Coordination:** SMA will submit a design conference ticket and a design locate to the 811 Utility Locating System to attempt to get information regarding utilities that may be impacted by the proposed project. SMA will follow-up with utilities that do not respond to the design conference ticket up to two times before proceeding with the design without the utility information. SMA has not included physical utility location (potholing) nor associated mapping in this scope of services. SMA shall not be held responsible for costs (typically change order costs) associated with utilities that are not marked despite SMA's efforts to obtain the existing utility information.
7. **Topographical Survey:** SMA will perform a topographical survey of the project area. This survey will identify the approximate locations of property boundaries and easements based on occupation lines, but will not include a boundary survey of these properties. The survey will collect utility markings from the 811 design locate.
8. **Geotechnical Investigation:** SMA will subconsult with a licensed testing laboratory to complete a geotechnical investigation of the project area. The investigation will be intended to determine the suitability of the native material for bedding and backfill as well as to determine if there are any constructability concerns such as corrosive soils, rock excavation or shallow groundwater table. The report will also make structural foundation recommendations for the proposed water storage tank.
9. **Design Water Storage tank:** SMA will prepare the pre-final design for a 200,000-gallon welded steel ground water storage tank and associated piping. SMA will prepare a grading and drainage plan for the tank site, which will account for on-site and off-site drainage. SMA will utilize industry standard details and develop details for the water storage tank appurtenances. The tank and tank foundation will be designed by the tank installer, with requirements outlined in the SMA tank specification, and details to be submitted for engineer review prior to construction. As part of tank design SMA will subconsult with an electrical engineer to design an impressed current cathodic protection system, the tank level controls and integrate into the Owner's existing SCADA system. The tank size was determined by the Owner and will not be sized as part of this scope.
10. **Design of Waterline Plan:** SMA will prepare a pre-final horizontal alignment design for the waterline(s) incorporating the data from the as-built research, the utility coordination and the property and easement research. The waterline is sized at 12-inch based on Owner direction.
11. **Design of Waterline Profile:** SMA will prepare the pre-final design of the profile for the waterline(s). This profile will take into account the known underground utilities and will account for depth of bury if that information was relayed by the utility companies and attempt to minimize high points in the waterline.
12. **Design Water Connections:** SMA will prepare the pre-final design of the connections to the proposed waterline(s). SMA will design the connections to the existing system fill line and distribution line.
13. **Prepare Plans:** SMA will prepare a pre-final set of plans to include the design elements above and a Cover Sheet, General Notes, Overall Map with Survey Control, Standard Details.
14. **Site Certificate:** SMA will review the property information provided by the Owner and plats available from the County. If sufficient documentation exists to show that the Owner has secured all of the

## Exhibit A

## Preliminary Design, Final Design

## Scope of Services

property necessary for the project, SMA will execute the Site Certificate. If there is not sufficient documentation, SMA will alert the Owner to the deficiencies in the documentation.

15. **Engineer's Opinion of Probable Construction Cost (EOPCC):** Once the pre-final design of the waterline(s) is complete, SMA will estimate the quantities for all proposed items and will prepare unit cost price estimates for each item using SMA's database of existing projects and other resources.
16. **Prepare Contract Documents and Specifications:** SMA will prepare contract documents utilizing the Engineers Joint Contract Documents Committee (EJCDC) standard contract. This task includes modifying the standard contract for this project, and preparing a bid schedule. SMA will also prepare technical specifications to cover work included in the project.
17. **Submission to Agencies:** SMA will submit the pre-final plans, contract documents and technical specifications (Construction Documents) to the following Agencies for their review concurrent with the design review with the Owner:
  - a. NMED – Construction Programs Bureau (CPB)
  - b. NMED-DWB – SMA will follow the NMED-Drinking Water Bureau (DWB) construction application checklist to prepare the Application for Construction or Modification of Public Water Supply System. The Owner will need to provide all the information requested by NMED-DWB that is not part of the proposed project.

SMA intends to address the comments from the Owner and the Agencies at the same time.

18. **Design Review with Owner:** SMA will conduct a meeting with the Owner's representative to review the pre-final design. **SMA will submit an electronic copy of the pre-final Construction Documents and the EOPCC via email** prior to the pre-final design review meeting. The purpose of this meeting will be to identify any issues with the alignment, profiles, and connections for the waterline(s) and to ensure that the alignment, profiles, pipe sizes, and locations of connections are acceptable to the Owner. Some potential issues to identify at this stage include: private or public utilities that were not identified on the available record drawings, landscaping or structures that were not identified on the topographical survey. The meeting is also intended to get Owner input on the standard details and to identify any Owner concerns related to operation and maintenance.

### ***Final Design Phase Services***

19. **Revisions to Construction Documents:** SMA will revise the Construction Documents to attempt to incorporate the pre-final design review comments resulting from the Owner and Agency reviews. The contract documents will be updated to include applicable wage rates as required by the Funding Agencies.
20. **Revisions to EOPCC:** The EOPCC will be updated to reflect design changes.
21. **Resubmittal:** SMA will re-submit the revised Construction Documents to the Owner and Agencies as needed based on review comments received.
22. **Production:** SMA will produce a final plan set on 24" x 36" bond, and a final unbound set of the contract documents and specifications. These final documents will be used to make copies for distribution to the Owner and for distribution during bidding. **SMA will deliver three (3) hardcopies of the final Construction Documents and the EOPCC (and one digital pdf copy)** to the Owner after production.

## Exhibit A

Preliminary Design, Final Design

Scope of Services

**Schedule**

SMA proposes to complete the above scope of services according to the following schedule.

Task	Duration (calendar days)
List of data needed from Owner	21 days from contract execution
Preliminary Design Phase Services	160 days from the receipt of Owner data
Final Design Phase Services	30 days from the receipt of Agencies and Owner comments

**Compensation**

The budgets shown below exclude New Mexico Gross Receipts Tax (NMGRT). NMGRT will be added to each invoice based on the current rate at the time of billing. The budgets for the phases shown will be billed on a lump sum basis; therefore, the invoices will not include an itemized breakdown of charges. Invoices will be issued on a monthly basis reflecting the percentage of each task completed to date.

Task	Cost
Field Survey and Mapping	\$20,587.00
Preliminary Design	\$76,519.00
Final Design	\$26,611.00
<b>Total</b>	<b>\$123,717.00</b>

**Assumptions**

SMA made the following assumptions to develop the fee for the above scope of services:

1. SMA assumes that there is no contamination on the project site. If contamination is found on the project site, and investigation is required, SMA will alert the Owner and additional scope and fee will be negotiated with the Owner.
2. SMA assumes that the Owner holds titles or easements to any properties required for the project. SMA assumes that the Owner will provide copies of the warranty deeds, plats, and easement documents to SMA. A title search, warranty deed research, easement research, boundary surveys or easement preparation will require an amendment to this contract, which will be negotiated with the Owner. If the property descriptions in the easement documents are ambiguous, the Owner may need to provide additional direction regarding the proposed improvement locations or negotiate a fee to have SMA prepare a new easement.
3. SMA assumes that the Owner will provide operations staff to open or otherwise provide access to the existing facilities that need to be surveyed.
4. SMA assumes that there will not be any environmental clearance work required. If environmental clearance work will be required, SMA will negotiate a fee for the additional work required.
5. SMA assumes that there are no geotechnical conditions that will require special design considerations (corrosive soils, shallow groundwater, rock excavation). If such conditions are discovered by the geotechnical investigation, SMA will alert the Owner and a fee will be negotiated with the Owner to cover the additional engineering required to mitigate the geotechnical conditions.

## Summary of Cost Proposal

**Souder, Miller & Associates**

**Professional Services and Expenses Task/Hours/Fee Breakdown Related To**

**Project Description:** Mesilla Water System Improvements  
**Project Number:** 6333613  
**Owner:** Town of Mesilla  
**Date of Submittal:** August 8, 2025  
**Tax Rate on Services:** 6.4975%

<b>TOTALS</b>
---------------

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
Field Survey and Mapping	\$20,587.00	\$1,337.64	\$21,924.64
Preliminary Design	\$76,519.00	\$4,971.82	\$81,490.82
Final Design	\$26,611.00	\$1,729.05	\$28,340.05
<b>TOTALS</b>	<b>\$123,717.00</b>	<b>\$8,038.51</b>	<b>\$131,755.51</b>

\$11,755.51

23-510-2310

## Exhibit A

## Preliminary Design, Final Design

## Scope of Services

6. SMA will not be responsible for any damage that occurs to the geotechnical drilling or ingress/egress areas. The drilling platform is considered heavy equipment which may damage asphalt paving, concrete pavement/slabs, underground vaults, lawns and landscaped areas. SMA's geotechnical subconsultant will backfill any earthen area borings with cuttings from the test hole, and in paved areas the borings will be backfilled with cuttings and patched with asphaltic "cold-patch". Any settlement of these areas after SMA's geotechnical subconsultant has left the project site is the responsibility of the Owner. If there are any critical areas within the project site that the Owner wants returned to pre-drilling condition, they shall notify SMA so that we can negotiate a fee for that additional work.
7. SMA assumes that the Owner knows the location of their existing utilities and can mark the locations within allowable 811 tolerances (typically within 18 inches).
8. SMA assumes the existing system provides adequate water quality and/or disinfection contact time now, so will be adequate with new tank.
9. SMA assumes that the proposed improvements will have adequate space within the specified corridor to be installed. If existing utilities within the corridor prohibit the installation of the proposed improvements, SMA will alert the Owner, and the corridor will be modified, or an additional scope and fee will be negotiated with the Owner to cover the additional engineering required to mitigate the existing utilities.
10. SMA did not include Bid, Construction, or Construction Observation Phase Services in this Scope of Services. SMA will negotiate the scope and fee for these services at a later date.

**EXHIBIT B.2 - COST PROPOSAL**  
**Souder, Miller & Associates**  
**Professional Services and Expenses Task/Hours/Fee Breakdown Related To**  
**DESIGN PHASE - BASIC ENGINEERING SERVICES**

Project Description: Mesilla Water System Improvements  
 Project Number: 6333613  
 Owner: Town of Mesilla  
 Date of Submittal: August 8, 2025  
 Tax Rate on Services: 6.4975%  
 Note: Figures in this table do not include tax.

Job Description	Principal	Project Eng./Sci./Surv II	Eng./CAD Surv/Field Tech IV	Eng./CAD Surv/Field Tech IV	Eng./CAD Surv/Field Tech V	Eng./CAD Surv/Field Tech III	Project Fin./Mgr. Asst. II	GPS	Mileage	Expenses	Per Diem (Part Day)	Per Diem (Full Day)	Total SMA	Sub Contracts	Total Task			
																Unit	Hrs	Hrs
<b>Field Survey and Mapping</b>																		
Survey Plan / Instructions		2	2	2	2											\$ 1,290	\$ -	\$ 1,290
Survey Research:																		
Utility Locations			3	3	3											\$ 1,185	\$ -	\$ 1,185
Right of Way / Easements			3													\$ 465	\$ -	\$ 465
Perform Field Research			3	4												\$ 945	\$ -	\$ 945
Perform Field Survey					15			15	48	150						\$ 3,932	\$ -	\$ 3,932
Traffic Control					3			3		500						\$ 1,160	\$ -	\$ 1,160
Establish Utility & RW Location			3													\$ 465	\$ -	\$ 465
Establish Control Points			3		3			3								\$ 1,215	\$ -	\$ 1,215
Download Data / bins & contours			3	5	5											\$ 1,665	\$ -	\$ 1,665
Prepare Mapping			5	8	15											\$ 3,535	\$ -	\$ 3,535
Survey Control		2	8			15										\$ 3,765	\$ -	\$ 3,765
Verify Accuracy of Survey		2	3													\$ 965	\$ -	\$ 965
<b>Subtotal Hours:</b>		6	36	22	46	15	21	18	46	650						\$ 8,265	\$ -	\$ 20,587
<b>Subtotal Cost:</b>		\$ 1,500	\$ 5,580	\$ 2,640	\$ 5,520	\$ 2,025	\$ 2,100	\$ -	\$ 540	\$ 32	\$ 650	\$ -	\$ -	\$ -	\$ -	\$ 20,587	\$ -	\$ -

Job Description	Principal	Senior Eng./Sci./Surv I	Project Eng./Sci./Surv I	Staff EIT/L/SIT Sci. II	Eng./CAD Surv/Field Tech VI	Project Fin./Mgr. Asst. II	GPS	Mileage	Expenses	Per Diem (Part Day)	Per Diem (Full Day)	Total SMA	Sub Contracts	Total Task			
															Unit	Hrs	Hrs
<b>Preliminary Design</b>																	
Kick-off Meeting		2	2			2	2								\$ 1,350	\$ -	\$ 1,350
Ongoing Project Management		6	6			6									\$ 3,450	\$ -	\$ 3,450
Invoicing		6	6				12								\$ 3,750	\$ -	\$ 3,750
As-built Research			3												\$ 525	\$ -	\$ 525
Utility Coordination			3		14			25							\$ 2,293	\$ -	\$ 2,293
<b>Design Plans</b>																	
Index / Cover / Notes / Key Map			1		7	14									\$ 3,150	\$ -	\$ 3,150
Site Plans			10		18	60									\$ 13,000	\$ -	\$ 13,000
Plan & Profiles		1	2		3	11									\$ 2,625	\$ -	\$ 2,625
Grading Plans		8	17			20									\$ 7,975	\$ -	\$ 7,975
Details			9		18	36									\$ 9,225	\$ -	\$ 9,225
Electrical		2	2		4										\$ 1,350	\$ 6,160	\$ 7,510
Geotechnical Report		5	8		8										\$ 3,650	\$ 3,630	\$ 7,280
Site Certificate			2		3										\$ 725	\$ -	\$ 725
Engineer's Opinion of Probable Construction Cost (EOPCC)			6		10										\$ 2,300	\$ -	\$ 2,300
Prepare Contract Documents and Specifications			9		18										\$ 3,825	\$ -	\$ 3,825
QA/QC		9	5		11										\$ 4,500	\$ -	\$ 4,500
Submission to Agency(ies)			2		3										\$ 825	\$ -	\$ 825
Design Review with Owner		4	4		4			16.4		100					\$ 2,211	\$ -	\$ 2,211
<b>Subtotal Hours:</b>		43	97		121	149	14	41.4	100						\$ 66,728	\$ 9,790	\$ 76,519
<b>Subtotal Cost:</b>		\$ 10,750	\$ 16,975	\$ -	\$ 15,125	\$ 22,350	\$ 1,400	\$ -	\$ 29	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ 66,728	\$ 9,790	\$ 76,519
<b>Final Design</b>																	
Ongoing Project Management		2	2		2										\$ 1,100	\$ -	\$ 1,100
Invoicing		2	2				3								\$ 1,160	\$ -	\$ 1,160
<b>Revisions to Design Plans</b>																	
Index / Cover / Notes / Key Map			1		4	7									\$ 1,725	\$ -	\$ 1,725
Site Plans			7		27	33									\$ 9,950	\$ -	\$ 9,950
Plan & Profiles		1	2		2	5									\$ 1,800	\$ -	\$ 1,800
Details			9		9	18									\$ 5,400	\$ -	\$ 5,400
Traffic Control															\$ -	\$ -	\$ -
Revisions to EOPCC			3		6										\$ 1,275	\$ -	\$ 1,275
Revisions to Construction Documents			5		9										\$ 2,000	\$ -	\$ 2,000
Design Review with Owner			4		4			16.4							\$ 1,211	\$ -	\$ 1,211
Post Revisions Model Design Verification															\$ -	\$ -	\$ -
Resubmittal			2		3	3			50						\$ 775	\$ -	\$ 775
Production					3	3									\$ 825	\$ -	\$ 825
<b>Subtotal Hours:</b>		5	37		69	66	3	16.4	50						\$ 26,611	\$ -	\$ 26,611
<b>Subtotal Cost:</b>		\$ 1,250	\$ 6,475	\$ -	\$ 6,625	\$ 9,900	\$ 300	\$ -	\$ 11	\$ 50	\$ -	\$ -	\$ -	\$ -	\$ 26,611	\$ -	\$ 26,611

Total Cost of Design Phase Services: \$ 123,718



Doña Ana County

# Doña Ana County Vector Control

Orlando Casas

Mobile: 575-644-0886

Hot line: 575-647-7112

[orlandoc@donana.gov](mailto:orlandoc@donana.gov)



# Introduction

Our Vector Control Program is a public health initiative aimed at managing and reducing the population of vectors, which are organisms such as mosquitoes, ticks, rodents, and other pests that can transmit diseases to humans. This program is essential for preventing the spread of vector-borne illnesses like malaria, Lyme disease, and West Nile virus.

Services provided to the Town of Mesilla are primarily for combating mosquito populations.

# Treatment Methods

- Surveillance Program
- Mosquito Larvicide application
- Mosquito fish (Gambusia)
- Pesticide Application (Fogging)



# Application

- Primarily applied as a ULV ( Ultra low volume)thermal and non thermal aerosol aerial application
- Ground application applied undiluted with a truck mounted fogger at specific flow rates and truck speeds. Maintain a 300 ft swath width and depends on wind direction.
- Handheld or backpack foggers
- Barrier Application to foliage at perimeter of areas or directly into harborage areas.
- Applications are best during cooler hours with wind not to exceed 10 mph.

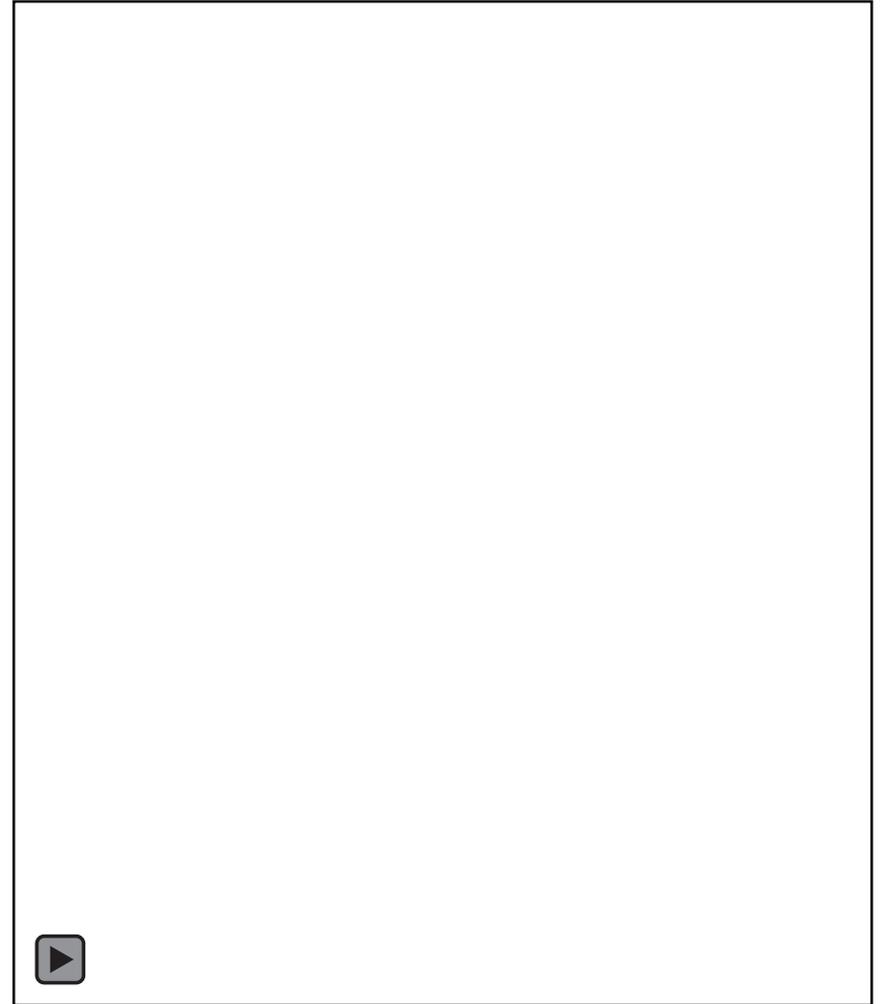
# Fogging

## Chemical: PERM X UL 4-4

### ACTIVE INGREDIENTS

- PERMETHRIN 4%
- (PBO) PIPERONYL BUTOXIDE 4%

Permethrin is a pyrethroid insecticide, similar to the natural insecticide pyrethrum found in chrysanthemums which is a flower called mums. PBO enhances permethrin's effectiveness.



# Safety Precautions and Considerations

- Pesticide handling: For use by trained and licensed personnel
- Toxic to bees during active hours
- Recommended treatment once every 3 days
- More frequent treatments may be applied if mosquitos are still active and a threat to public health is determined by a State, Tribal, or local Vector Control agency.
- Under normal conditions of use, no health effects are expected.

# Summary

Perm X UL 4-4 is an effective tool for mosquito and flying insect control when used according to the label and regulations. Safety for applicators, the environment, and the public are always a priority. Our application processes are regulated by the New Mexico Department of Agriculture and applied by trained and certified applicators.

# Questions?



## BOARD ACTION FORM AGENDA

**PZHAC: August 12, 2025**

**BOT:**

**DAC ACCOUNT**  
**#R0400238 BLDG**  
**CODE - N/A**  
**EVALUATION**  
**COST- \$50,000**  
**FEE - \$768.50**

**ITEM: PZHAC CASE #062038** – 2101 Calle del Norte, submitted by Mr. Juan D Caro. Requesting approval for an addition to his primary residence. ZONE: Historical Residential (HR).

**BACKGROUND AND ANALYSIS:**

Mr. Caro will be doing the work himself. NM CID allows home owners to obtain a Home Owner's Permit. A license contractor must be hired to do all required work under NM CID requirements such as; electrical, HVAC, plumbing, etc.

Elevations were submitted along with the plans showing the design standard of the exterior building being compatible with the existing structure.

Addition is located well within the 7-foot required setbacks.

**IMPACT:**

- The PZHAC has jurisdiction to recommend approval of the applicant's request to the BOT.
- Being a recommendation commission to the BOT, it is requested from PZHAC to explain all denied cases and provide references to Mesilla code.
- The applicant has the authority to appeal the decision from PZHAC to BOT.

**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:**

- 

**DETERMINATION NOTES**

-PZHAC, approved 4-0, no conditions.

**SUPPORTING INFORMATION:**

- Application
- Proof of Ownership
- Property Survey
- Foundation Plans
- Elevations
- Wall section plans
- Roof Plans
- Floor Plan



# TOWN OF MESILLA

2231 AVENIDA DE MESILLA  
 MESILLA, NM, 88046  
 PO BOX 10  
 575-524-3262

comdev@mesillanm.gov

## 2025 ZONING PERMIT APPLICATION

CASE # 062038

Review Fee \$	89.50
Permit Fee \$	679.00
Penalty Fee \$	_____
Extension Fee \$	_____
<b>TOTAL FEE \$</b>	<b>768.50</b>

Name of property owner <b>Juan D. Caro</b>		Worksite Address <b>2101 Calle del Norte</b>	
ID/DL# <b>104144241</b>		Mailing Address <b>2101 Calle del Norte 88005</b>	
Phone <b>575-642-7825</b>		Email <b>jdc22@yahoo.com</b>	Dona Ana County Account # <b>R0400238</b>
Contractor <b>Juan D. Caro</b>	Mailing Address <b>2101 Calle del Norte</b>		Phone <b>575 642-7825</b>
		License #	
Description of Proposed work  <b>Master Bedroom and Garage addition</b>			
Evaluation Cost \$ <b>50,000</b>		Signature of Applicant <i>Juan D. Caro</i>	Date <b>07/31/2025</b>

ALONG WITH this application, proof of property ownership and signed contractor/client contract agreement is required to include evaluation cost of project. Plans are to be no larger than 11"x 17" or submitted electronically.

1.  Site 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 March 14, 1972.
2.  Foundation Plan, new construction in full size drawings
3.  Floor Plan, showing rooms, their uses and with dimensions
4.  Cross section walls
5.  Roof Plan and floor framing plan
6.  Electrical Plans
7.  Plumbing Plans
8.  Elevations, details of architectural style and color scheme (checklist for Historic Zones)
9.  Drainage plans (commercial)

Application is not considered to be submitted until ALL required documentation is submitted and application fee(s) are paid. Aside from administrative approvals, application process must undergo review by staff, PZHAC and/or BOT before permit is issued. All required NM CID permits must first obtain a zoning permit if work is to be performed in Mesilla. \*\*\*ALL permits must be displayed in clear view until final inspection\*\*\*

**OFFICE USE ONLY**

Reviewed by: Public Works \_\_\_\_\_ Date \_\_\_\_\_  
 Fire Department \_\_\_\_\_ Date \_\_\_\_\_  
 NM CID \_\_\_\_\_ Date \_\_\_\_\_  
 Community Development \_\_\_\_\_ Date \_\_\_\_\_

Date(s) Approved: \_\_\_\_\_ Administrative 8/12/25 PZHAC \_\_\_\_\_ BOT \_\_\_\_\_ CID \_\_\_\_\_

COMMENT(S) \_\_\_\_\_  
 \_\_\_\_\_

## Tax Account

### Summary

Account Id R0400238  
 Parcel Number 4006137166383  
 Owners CARO JUAN D  
 Address 2101 CALLE DEL NORTE  
 LAS CRUCES, NM 88005  
 Situs Address 2101 CALLE DEL NORTE Mesilla  
 Legal S: 25 T: 23S R: 1E BRM 11A TR 77B1, INSTRUMENT #2133055

### Inquiry

As Of 08/01/2025 

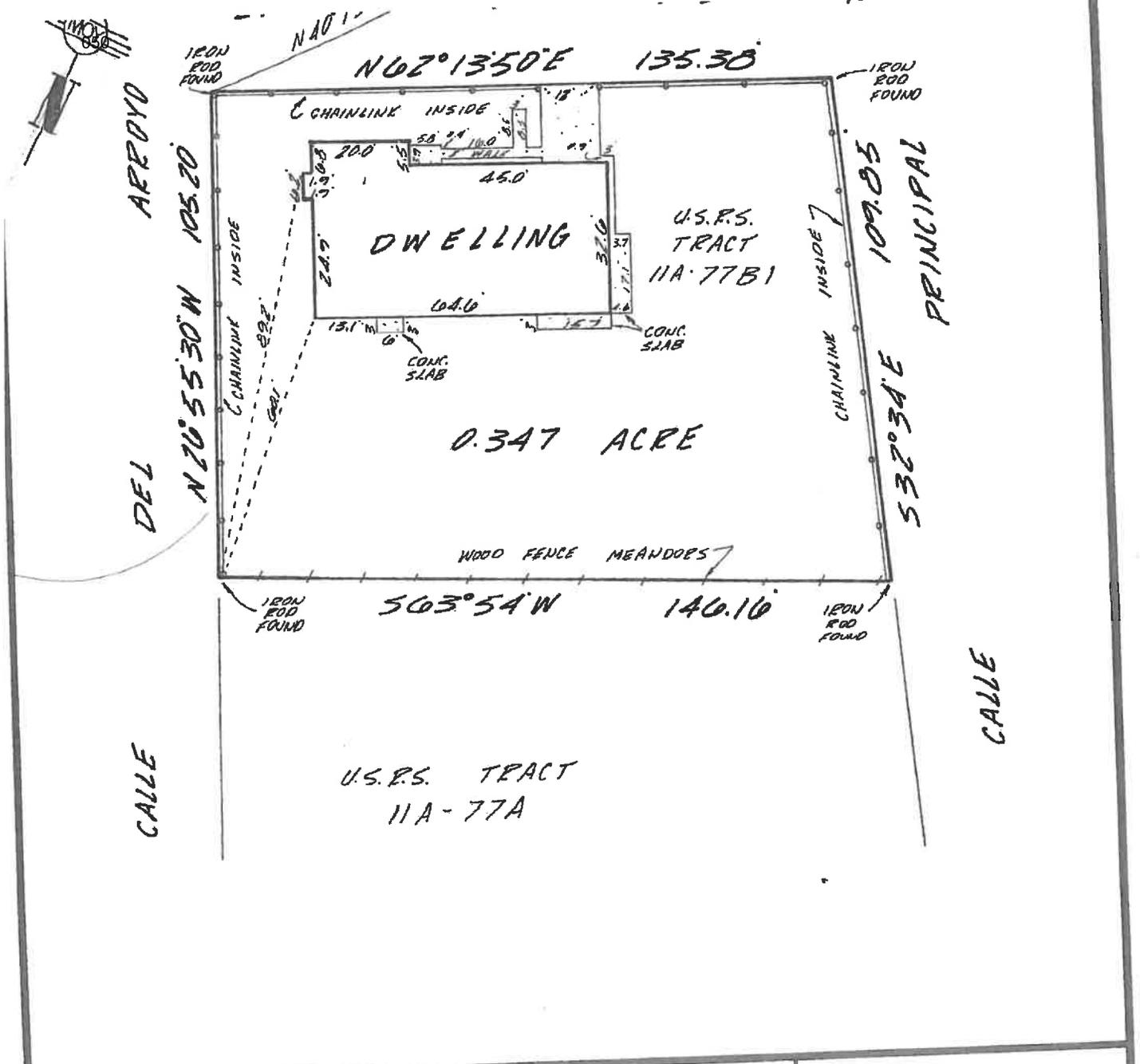
Payment Type  First  
 Second

Total Due 50.00

### Value

Area Id	Mill Levy	
2DIN_R - 2DIN_R	22.8190000	
	Actual	Assessed
RESIDENTIAL LAND - 0100	42,838	14,279
RESIDENTIAL IMPROVEMENT - 0120	110,572	36,857
<b>Total Value</b>	153,410	51,136
<b>Taxes</b>		\$1,166.88
	Area Id	Taxes
<b>Special Assessment</b>	LRG - LRG	\$69.80
<hr/>		
<b>Total Billed</b>		<b>\$1,236.68</b>

The amounts of taxes due on this page are based on **last year's** property value assessments.  
 For current year values visit the Assessor's Website



PLAT OF SURVEY  
 SHOWING THE LOCATION OF IMPROVEMENTS  
 ON A 0.347 ACRE TRACT  
 AS U.S.R.S. TRACT 11A-77B1  
 TOWN OF MESILLA,  
 DONA ANA COUNTY, NEW MEXICO

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

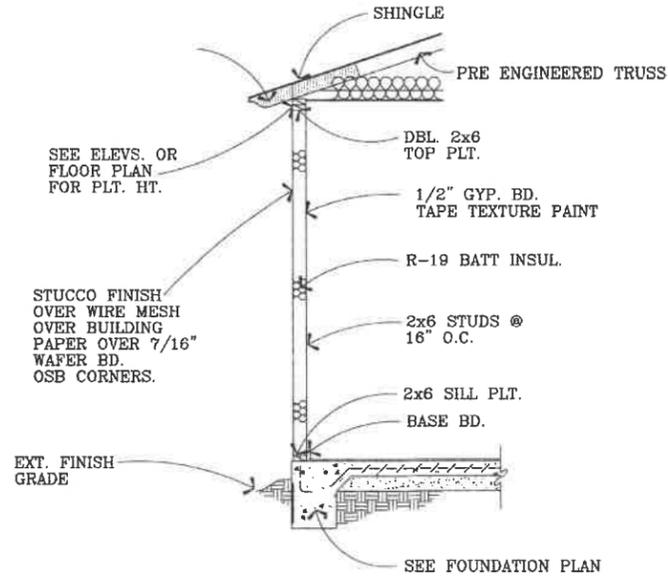
PHONE: (505) 525-9683

I HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF NEW MEXICO AND THAT THIS PLAT WAS MADE BY ME OR UNDER MY SUPERVISION FROM THE NOTES OF AN ACTUAL FIELD SURVEY AND THAT IT MEETS MINIMUM STANDARDS FOR LAND SURVEYS AS SET FORTH BY THE NEW MEXICO BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

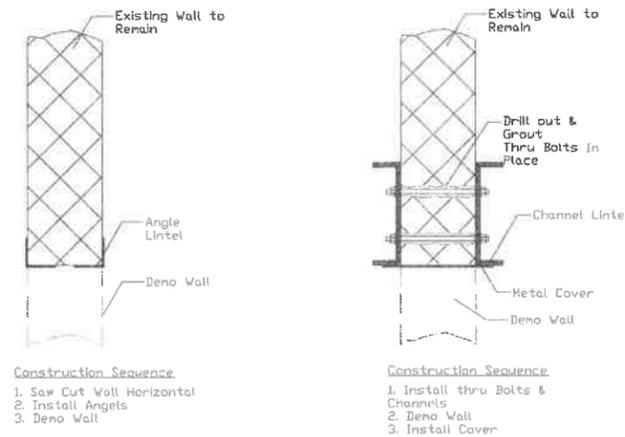
*Jorge Moy*  
 JORGE MOY N.M.P.L.S. 5939

JOB NO. 86-968  
 DRAWN BY R.K. PROVENCIO  
 FIELD BY KEN HOMER CORNE  
 DATE 10-4-80 SCALE: 1"=30'

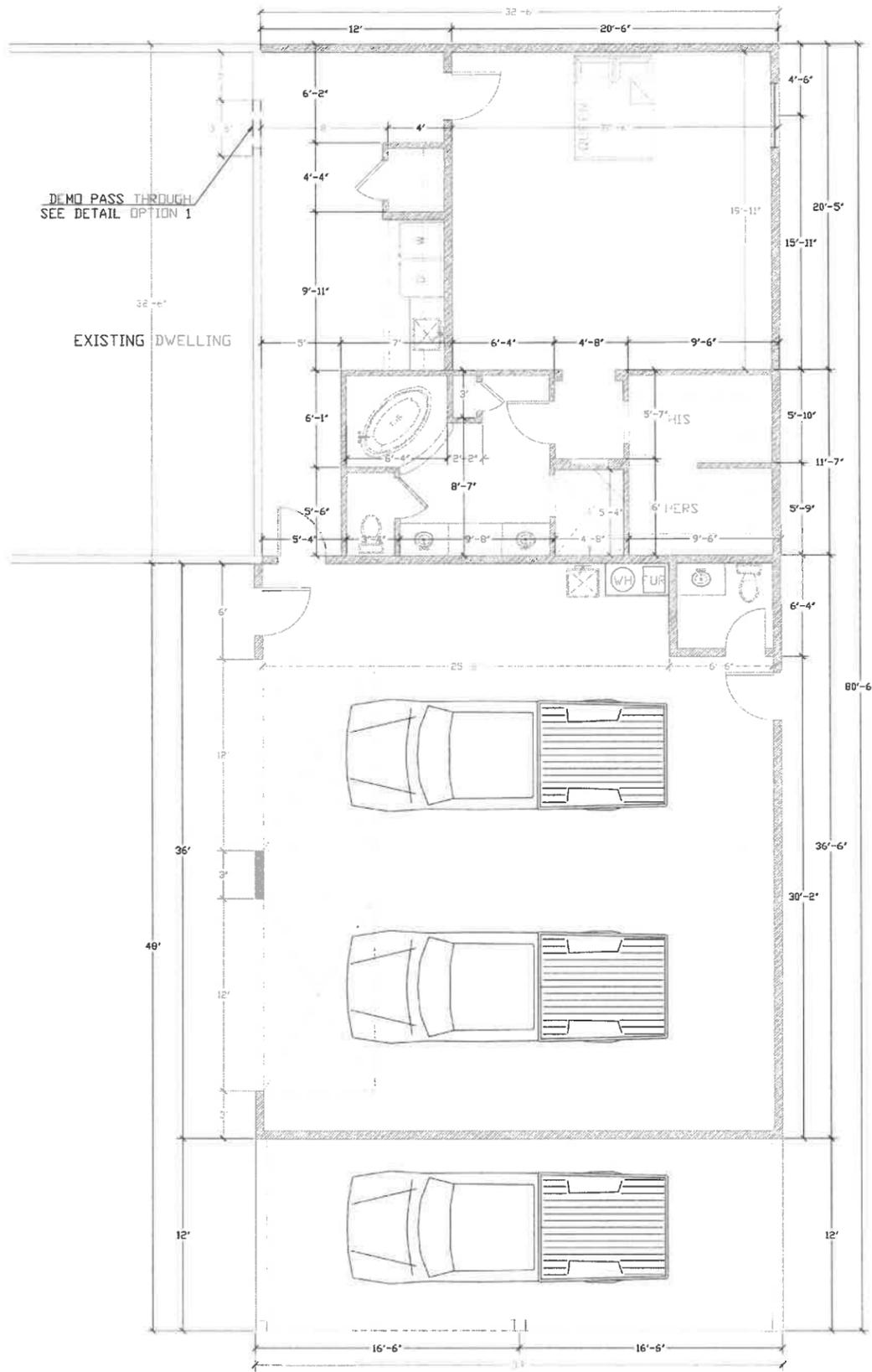




**WALL SECTION**  
SCALE : 1/4=1'-0"



**EXTERIOR BLOCK WALL DEMO**  
SCALE : NTS

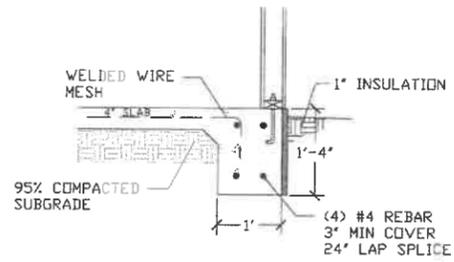


**FLOOR PLAN**  
SCALE : 1/4=1'-0"

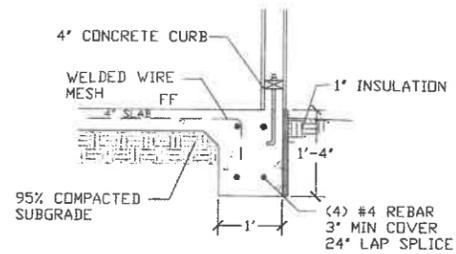
AREA SUMMARY	
HEATED	- 1,056 SF
GARAGE	- 1,188 SF
CARPORIT	- 374 SF
<b>TOTAL AREA</b>	<b>- 2,618 SF</b>

- GENERAL NOTES:**
1. CONTRACTOR SHALL CONFORM TO ALL LOCAL, STATE, AND UBC BUILDING CODES.
  2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DETAILS, AND SPECIFICATIONS PRIOR TO CONSTRUCTION.
  3. CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR STRUCTURAL, MECHANICAL, AND ELECTRICAL INTEGRITY OF THIS PROJECT AND SHALL VERIFY ALL BEARING MEMBERS AND FOOTERS PRIOR TO CONSTRUCTION.

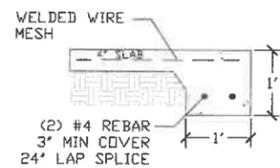
SHEET TITLE: FLOOR PLAN & WALL DETAIL Proj Date: 4/23/22	
DESIGN BY: Mark Torres	DRAWN BY: Aaron Jumbor
REVIEWED BY: Mark Torres	
construction managed by: <b>AmbDumar Construction</b> 575 El Prado LAS CRUCES, NEW MEXICO 88005 Telephone 505 312 1576 ambdumar2@gmail.com	
2101 CALLE DEL NORTE AVENUE 88005 FLOOR PLAN & WALL DETAIL	
SHEET NO. <b>A1</b>	
SEQUENCE NO. 2 OF 4	



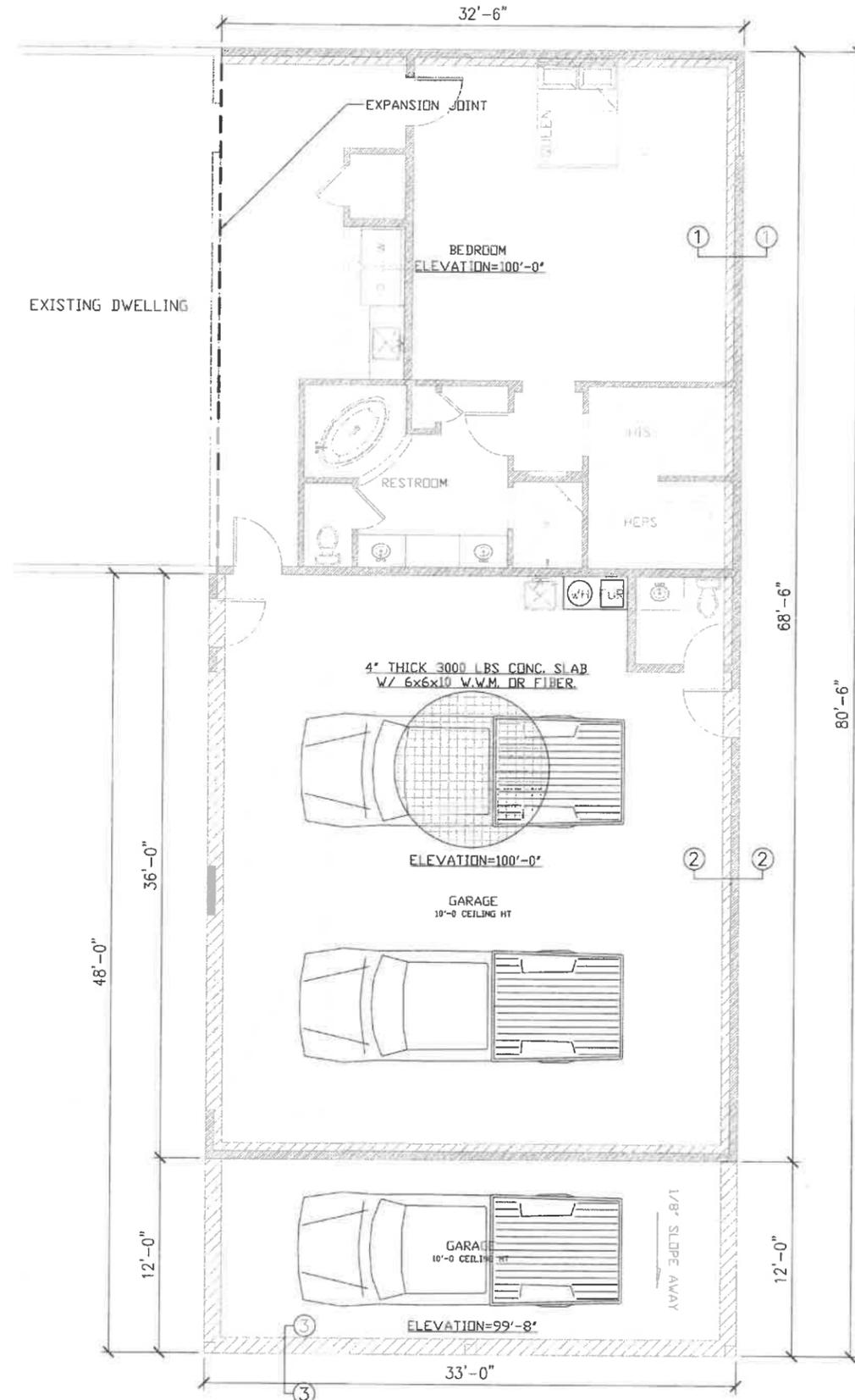
1 EXTERIOR FOOTING DETAIL  
SCALE : 1/4=1'-0"



2 GARAGE FOOTING DETAIL  
SCALE : 1/4=1'-0"



3 PATIO FOOTING DETAIL  
SCALE : 1/4=1'-0"



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

- GENERAL SPECIFICATIONS
1. ALL CONCRETE AND FOUNDATION WORK IS TO CONFORM TO THE LOCAL BUILDING CODE, AND MUST MEET OR EXCEED A 28 DAY STRENGTH OF 3000 psi
  2. CONCRETE SHALL NOT BE POURED IF PRECIPITATION IS LIKELY OR UNLESS OTHERWISE INSTRUCTED.
  3. ALL FORM, FINISHING AND CONCRETE WORK MUST BE WITHIN 1/4" LEVEL.
  4. EXPANSION JOINTS AND EXPANSION JOINT PLACEMENT ARE TO BE INCLUDED IN BID. DRIVEWAY EVERY 15', SIDEWALKS EVERY 5'
  5. GARAGE FLOOR, DRIVEWAY AND PATIOS WILL SLOPE AWAY FROM DWELLING FOR PROPER DRAINAGE.
  6. FORM DIMENSIONS SHALL BE VERIFIED BY BUILDER BEFORE POURING OF ANY CONCRETE.
  7. CONTRACTOR IS TO MAINTAIN PROPERTY SETBACK LIMITS AS SHOWN ON THE PROVIDED SHEETS
  8. BUILDER IS TO BE PRESENT AT GROUND BREAKING AND AT TIME OF CONCRETE POURING.
  9. CONTRACTOR IS TO PLACE SLAB AT THE CORRECT PAD ELEVATION SO THAT DRAINAGE AWAY FROM THE DWELLING IS MAINTAINED
  10. CONTRACTOR IS RESPONSIBLE FOR ALL EARTHWORK ASSOCIATED WITH THE PLACEMENT OF THE SLAB, INCLUDING REMOVAL OF ANY EXCESS AS NECESSARY.
  11. THE WATERING DOWN OF MIX DESIGN SUPPLIED CONCRETE IS NOT ACCEPTABLE AND WILL NOT BE ALLOWED DURING POURING PROCEDURES.
  12. THE FOUNDATION SHALL BE SUBJECT TO A DENSITY TEST THAT MUST MEET THE 95% COMPACTION.
  13. THE CONCRETE SHALL BE SUBJECT TO A 28 DAY COMPRESSIVE STRENGTH TEST TO ENSURE THAT A MINIMUM OF 3000 PSI CONCRETE STRENGTH IS ACHIEVED.
  14. FAILURE TO COMPLY WITH THE THE ABOVE MENTIONED GUIDELINES WILL RESULT IN REDUCTION IN PAYMENT AND POSSIBLE REPLACEMENT OF CONCRETE.

SHEET TITLE: FOUNDATION PLAN		Rev	1	6
DESIGN BY: Mark Torres		Proj No	0-0-00	Date
DRAWN BY: Aaron Dunbar		Scale	1/4"=1'-0"	
REVIEWED BY: Mark Torres		Proj Date	4/25/22	
		AmDunbar Construction 575 S Prado LAS CRUCES, NEW MEXICO 88005 Telephone 505 312-1576 amdunbar24@gmail.com		
2101 CALLE DEL NORTE AVENUE 88005 FLOOR PLAN / ELECTRICAL FOUNDATION		SHEET NO. A1 SEQUENCE NO. 2 OF 4		

D

C

B

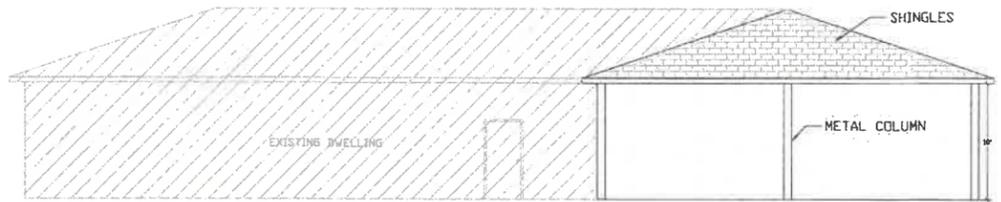
A

D

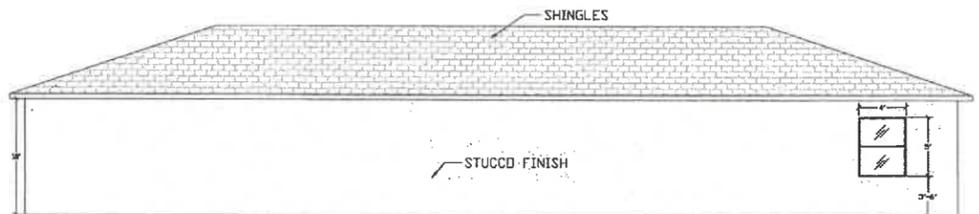
C

B

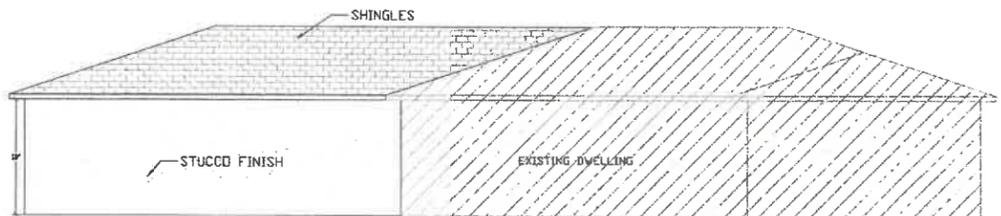
A



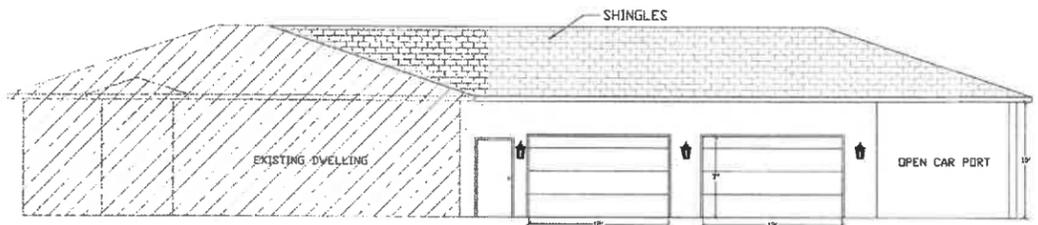
**SOUTH ELEVATION**  
SCALE : 1/4=1'-0"



**EAST ELEVATION**  
SCALE : 1/4=1'-0"



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



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



Rev	Description	Date	By
0-0-00			

SHEET TITLE  
PLAN ROOM  
1/4=1'-0"  
Rev. Date  
4/2/22  
ero Accidents  
ero Tolerance

DESIGN BY:  
Mark Torres  
DRAWN BY:  
Aaron Dunbar  
REVIEWED BY:  
Mark Torres

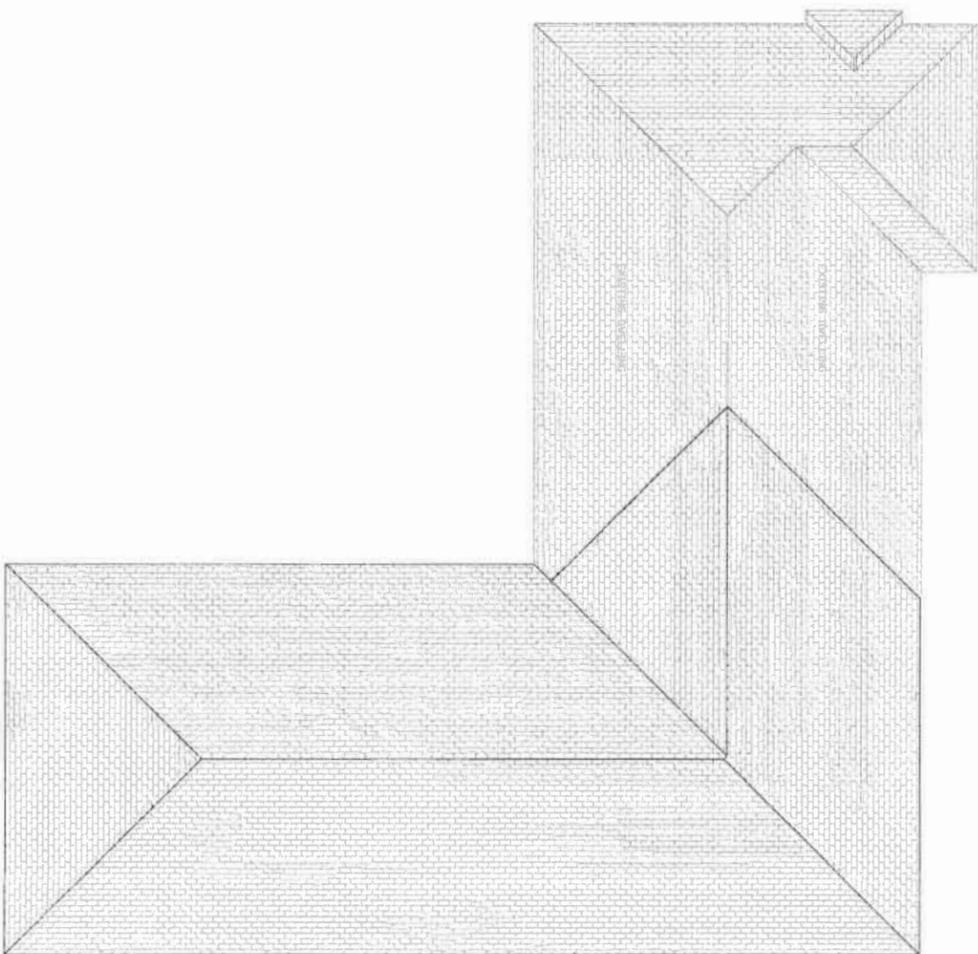
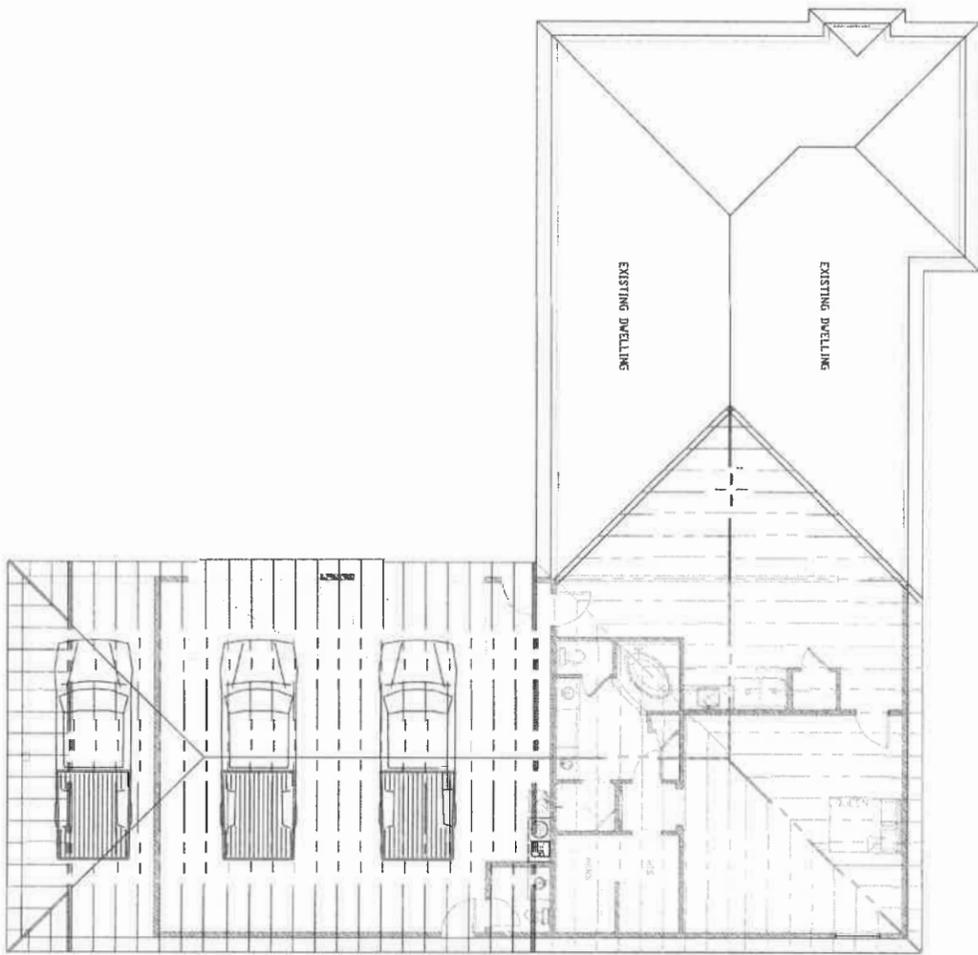


construction drawings by:  
AmDunbar Construction  
575 El Prado  
LAS CRUCES, NEW MEXICO 88006  
Telephone 575.312.1678  
amdunbar24@gmail.com

2101 CALLE DEL NORTE  
AVENUE 88005  
ELEVATIONS

SHEET NO.  
A1

SEQUENCE NO.  
2 OF 4



SEQUENCE NO. 4 OF 4	SHEET NO. A3	2101 CALLE DEL NORTE AVENUE 88005 TRUSS LAYOUT & DETAIL	<small>construction drawings by:</small> <b>AmDunbar Construction.</b> 575 El Prado LAS CRUCES NEW MEXICO 88005 Telephone 575 312-1576 amdunbar24@gmail.com	DESIGN BY Mark Torres DRAWN BY: Aeron Dunbar REVIEWED BY: Mark Torres	SHEET TITLE: TRUSS / ROOF PLAN & WALL DETAIL Plot Scale: 1/4"=1'-0" Plot Date: 4/23/22	No Accidents No Tolerance	0-0-00 Date By	Description

Signature:   
Email: [veronica@meslan.gov](mailto:veronica@meslan.gov)

Signature:   
Email: [gulab@meslan.gov](mailto:gulab@meslan.gov)

Signature: THOMAS ANGELO  
Email: [thomas.angelo@meslan.gov](mailto:thomas.angelo@meslan.gov)

Signature:   
Email: [MEDILACER@MESLAN.GOV](mailto:MEDILACER@MESLAN.GOV)



## SUBDIVISION REQUEST CASE #061940

2615 CALLE DEL SUR  
SUBMITTED BY: SAM BERNAL

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## BOARD ACTION FORM AGENDA

**PZHAC: August 12, 2025**

**BOT:**

**DAC ACCOUNT**  
**#R0400531 BLDG**  
**CODE - N/A**  
**EVALUATION**  
**COST- \$**  
**FEE - \$150**

**ITEM: PZHAC CASE #061940** -2615 Calle del Sur, submitted by Sam Bernal. Requesting approval of a subdivision of his property. ZONE: Historical Residential (HR).

**BACKGROUND AND ANALYSIS:**

Hearing for this case was held on August 4, 2025. Our regular meeting was postponed due to not having an online notice posted.

Mr. Bernal has, according to Dona Ana County records, a 1.09 acre parcel. He is looking to subdivide a parcel into 3. Each parcel will be approximately 0.32 acres (approx. 13,939 sq ft). Parcel is behind his property on Calle del Sur.

Mr. Bernal will be accessing his new proposed parcels via a community road south of the parcels. The community road mentioned is a private road currently owned by Rebecca L Segovia. The road was established and approved with the Dan Lowry subdivision by Town of Mesilla in September 1977. Mrs. Segovia was deeded the community road according to Dona Ana County on February 18, 2015. Due to this road being approved as part of the subdivision in 1977, it should be available for all properties in that subdivision, as was intended. Town attorney has reviewed these documents and submitted a written statement. If the owner (Bernal) chooses to subdivide and he meets all the Mesilla' code requirements, that 30-foot roadway could serve as the access point."

Mr. Bernal is requesting approval via an alternate summary procedure and a deviation from the typical infrastructure improvement requirements. Specifically from roadway, curb, sidewalks, and gutter. The 3 parcel will be accessible via the 30' community road to all three parcels and have an emergency egress for fire department use only on his property. Mesilla's town engineers Molzen Corbin & Souder Miller, each independent 3<sup>rd</sup> parties, have reviewed the preliminary plat and submitted a letter of recommendation for the use of an alternative summary procedure. The proposed plat meets all construction requirements.

The reason for deviation is because the private road has two private access road before and after. Meeting all the subdivision requirements with the paved street, curb and gutter would not be accessible to the Town of Mesilla once the final plat is approved and the town assumes responsibility for its care & maintenance. The 30' private community road is a gravel road without infrastructure such as paved, curb and gutter.

Fire department has reviewed preliminary plat and advised fire hydrants will need to be installed. Gravel road rated to accommodate all first respond vehicles. (See attached)

**IMPACT:**

- The PZHAC has jurisdiction to recommend approval of the applicant's request to the BOT.
- Being a recommendation commission to the BOT, it is requested from PZHAC to explain all denied cases and provide references to Mesilla code.
- The applicant has the authority to appeal the decision from PZHAC to BOT.

**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:**

- On August 15, 2015, Mr./Mrs. Bernal had a discussion with the PZHAC regarding requirements Necessary to meet the subdivision. It was thought at that time, a private road would be necessary thru Mr. Bernal's property coming off of Calle del Sur. There was not enough room to meet a 30-foot road due to the house being approximately 20-feet from the property line. At that point, Mr. Bernal did not proceed with his request to subdivide.
- MTC 17.40 - Variances & Exceptions regulates subdivision variance requests NOT MTC 18.85 - Variances & Special Use permits. A hardship does not dictate when alternate summary subdivisions are considered.
- Although Mr. Bernal's request for an Alternate Summary Subdivision, conditions set for his request have met all requirements set forth for a standard subdivision request.
- Mrs. Segovia letter that was read by Mrs. Granado clearly stated access to Mr. Bernal's proposed property to be subdivided is a civil issue that has not yet been resolved. It is why, all information and details pertaining to that matter should not be considered. It is out of our perview to understand property laws. Consideration for approval should ONLY be if our code requirements are met, as per our town attorney.
- Mrs. Segovia letter stated Mr. Bernal has had access to his property in the back thru Calle del Sur. This is not a legal access. It is being used because he was told he can't use the community road.
- Mrs. Barraza stated the town is using its resources to support Mr. Bernal's case. Mr. Bernal should be paying for all this.
- MTC 17.05.070(C)(D)
  - *C. Additional Fees for Unusual Circumstances. Where additional review by the commission is required, then the town may charge an additional review fee to defray the cost of such review. Review fees shall be only for professional services rendered to the commission, that is, if the commission does not have the proper personnel to assist them in reviewing reports, plans and plats.*
  - *D. An engineering inspection and plat review fee of four percent of the total estimated cost of development of the subdivision will be paid by the subdivider prior to the final acceptance of the subdivision by the town of Mesilla.*
- Mrs. Lucero stated there was a misunderstanding that her sister's property was never amended to a 30-foot road. It has always been private property. According to replat submitted on page 28, shows it was revised to show a 10-foot easement. Tract 7 was subdivided and needed an easement.
- Mrs. Lucero asked for commissioners credentials to make these types of decisions then stated Alternate

Summary Subdivision is only for hardship. Where in our code is that stated? It does state MTC. 17.40.010:

*Where, in the case of a particular proposed subdivision, it can be shown that strict compliance with the requirements of this regulation would result in inhibiting the achievement of the objectives of these regulations, the planning commission may vary, modify, or waive the requirements. No variance shall be allowed when such variance is requested because of inadequate drainage.*

- Mrs. Lucero stated the request should be reviewed as it had been in the past by CID, fire, etc. That Mr. Salazar is taking short cuts. Plans were reviewed by the Fire Chief, CID, Public Works and the town engineers and an attorney due to the civil matter. Where are the short cuts?
- Mr. Bernal purchased the back property from Mr. Jack Woods in 1984. That property has legal access by the community road.
- Los Reyes Subdivision also requested a variance when approved and it was granted based on title 17 not 18 as commented.
- Final comment, I understand it can get confusing on what information to consider for this case. Most of this information regards to a civil dispute between both parties. It is beyond our purview to get involved in property rights dispute. As recommended by our attorney, consideration should only be given based on code. According to code, does he meet all requirements.

#### **SUPPORTING INFORMATION:**

- Preliminary Plat
- Draft Subdivision Replat
- Dan Lowry Subdivision Plat (1977)
- Proof of Property ownership
- PZHAC Work Session Minutes (Aug. 17, 2015)
- Molzen Corbin Engineer Recommendation Letter
- Souder Miller Engineering Recommendation Letter
- Fire Dept. requirement list
- Special Warranty Deed
- Proof of Postings
- MTC 17.40 Variance & Exceptions
- Mrs. Segovia Lette read on 8/4/25 (with the minutes)
- Law Office Mathew Holt (2020)
- Ms. Segovia's Property Deed
- Mr. Bernal's Property Deed
- Los Reyes Subdivision minutes



# Town of Mesilla, New Mexico

Phone (575) 524-3262

P.O. Box 10

2231 Avenida de Mesilla, Mesilla, NM 88046

## Subdivision Application

Date:	3/26/24		#061940
CASE NUMBER:			
Name of Subdivision:	BERNAL SUBDIVISION		
Request for:	<input checked="" type="checkbox"/> Preliminary Plat <input type="checkbox"/> Summary Subdivision <input type="checkbox"/> Final Plat <input type="checkbox"/> Vacation of Lot Line		
Name of Applicant:			
Phone:	SAM T BERNAL		
Address:	P.O. BOX 56 MESILLA NM 88046		
Owner of Record:			
Address:	2615 CALLE DEL SUR		
Name and License # of Engineer:			
Phone:	A & E Engineering		
Address:	1880 E Lohman Ave 575-649-0254		
Name and License # of Surveyor:	David Acosta CONSTRUCTION SURVEY TECHNOLOGIES, INC		
Phone:	575-644-0250 PO Box 16560		
Address:	Las Cruces, NM 88004		
Subdivision Location:	2615 Calle del Sur		
Total Acreage:	1.40	Zone: HR	Number of Lots: 3
Acreage of Largest Lot:	Acreage of Smallest Lot:		
Legal Description:	SUBD. Dan Lowry 897 Lot: Tr #3 S:36 T23s R:1E		
Tax Map Property Code(s):	4006138178177	Jacob's Map #:	n/a
Is a variance, exemption, zone change or special permit also being requested with this property? If so, please explain:	<del>NO</del> YES, VARIANCE FROM MEETING ALL INFRASTRUCTURE. PAVED RD/CURB AND GUTTER.		

Signature(s): By signing this application, you hereby acknowledge that ALL the information submitted on and with this application is true and correct to the best of your knowledge and that all provisions of the Town of Mesilla shall be met. No application will be accepted without the original signature of the owner(s) of record of the described property. If more than one owner, ALL owners must sign the application. (Attach an additional sheet if necessary.)

Owner(s): SAM BERNAL Date 3/26/24

Applicant(s), if different from owner: SAME Date 3/26/24

X 



# Town of Mesilla, New Mexico

Phone (575) 524-3262

P.O. Box 10

2231 Avenida de Mesilla, Mesilla, NM 88046

## Town of Mesilla Subdivision Checklist

- | Yes  | No                                  |  |
|--|-------------------------------------|--|
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Application, completed and signed  |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Fee (Amount \$ 150.00 ) + additional consultation fees   |
| Subdivision Plat (8 Copies) 18"x24" including: |                                     |  |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Subdivision Name   |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Location map (inscribed on plat)   |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Statement of ownership and dedication w/ location for signature and notary                             |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Subdivider's name  |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Subdivider's address   |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Certification block for Mayor and Town Clerk   |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Certification block for Planning & Zoning Commission Chairman & Secretary                              |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Certification block for each utility, as applicable. (Electric, cable, telephone, etc)                 |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Certification block and recording block for Dona Ana County Clerk                                      |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Certification block for Professional Land Surveyor, seal and date of survey.                           |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Scale and North Arrow  |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Benchmark location and description of all monuments found of set.                                      |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Plat boundary lines (bearings in degrees, minutes, and seconds with distances in feet and hundredths.) |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Lot Lines (bearings in degrees, minutes, and seconds with distances in feet and hundredths.)           |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Acreage of each lot.   |
| <input type="checkbox"/>                       | <input checked="" type="checkbox"/> | Address of each lot. (will be assigned once approved)  |
| <input type="checkbox"/>                       | <input checked="" type="checkbox"/> | Lot of block numbers. n/a  |
| <input type="checkbox"/>                       | <input type="checkbox"/>            | Adjacent land conditions (within 150ft.) note subdivision names and filing date.                       |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Easements on site (location, dimension, and purpose.)  |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Easement adjacent (location, dimension and purpose within 150 ft.)                                     |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Public rights-of-way on site (approved name, width and curve data.)                                    |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Public sire delineated (location, dimension and purpose.)  |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Plan and profile of proposed utilities prepared by P.E. and sealed (1 copy)                            |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Plan and profile of proposed streets prepared by P.E. and sealed (1 copy)                              |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Storm drainage analysis plan prepared by P.E. and sealed to include:                                   |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Topographic Map (1 copy)   |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Aerial Photograph, with subdivision delineated.  |
| <input type="checkbox"/>                       | <input type="checkbox"/>            | Storm Drainage Analysis Report (1 copy) n/a  |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Grading Plan (1 copy)  |
| <input type="checkbox"/>                       | <input checked="" type="checkbox"/> | Deed Restrictions (signed and notarized) -n/a  |
| <input type="checkbox"/>                       | <input checked="" type="checkbox"/> | Improvement Completion Report n/a  |
| <input type="checkbox"/>                       | <input checked="" type="checkbox"/> | Disclosure Statement (if applicable) -n/a  |
| <input checked="" type="checkbox"/>            | <input type="checkbox"/>            | Request for Variances (if applicable)  |
| <input type="checkbox"/>                       | <input checked="" type="checkbox"/> | NMED Approval (if applicable) -n/a   |
| <input type="checkbox"/>                       | <input checked="" type="checkbox"/> | State Highway Permit (if applicable) -n/a  |
| <input type="checkbox"/>                       | <input checked="" type="checkbox"/> | other _____  |



## Chapter 17.40 VARIANCES AND EXCEPTIONS

Sections:

- [17.40.010](#) Allowed when.
- [17.40.020](#) Application.
- [17.40.030](#) State law mandatory.
- [17.40.040](#) Final approval.
- [17.40.050](#) Waivers.

**17.40.010 Allowed when.**

Where, in the case of a particular proposed subdivision, it can be shown that strict compliance with the requirements of this regulation would result in inhibiting the achievement of the objectives of these regulations, the planning commission may vary, modify, or waive the requirements. No variance shall be allowed when such variance is requested because of inadequate drainage. [Ord. 89-01; prior code § 11-5-8.A]

**17.40.020 Application.**

Application for any variation shall be submitted in writing by the subdivider at the time the preliminary plat is filed, and shall state fully the grounds for the application and the facts relied upon by the subdivider. [Ord. 89-01; prior code § 11-5-8.B]

**17.40.030 State law mandatory.**

In no case shall any variation or modification be contrary to the mandatory requirements of state law. The variation shall not be in conflict with any zoning ordinance and map. [Ord. 89-01; prior code § 11-5-8.C]

**17.40.040 Final approval.**

Final approval of variances granted by the planning commission rests with the Board of Trustees. [Ord. 89-01; prior code § 11-5-8.D]

C. A drainage report with a map identifying and locating all rivers, creeks, arroyos, draws, washes or any other channel having definite banks and bed with visible evidence of the occasional flow of water. It shall include computations of the watershed area draining into each watercourse, identification and analysis of permeability of soils in each watershed, and calculations based on the S.C.S. Engineering Field Manual procedures for estimating runoff from a 100-year frequency storm of:

1. The volume and peak discharge of storm surface waters emanating from higher lands and drainage through the area to be subdivided (external drainage).
2. The volumes and peak discharges of internal drainage originating from the land to be subdivided prior to and after completion of the proposed development.

D. A detailed storm drainage plan showing how the runoff from a 100-year frequency storm will be maintained on the property being subdivided. Means of detention basins, retention basins, swales on lots or any other method approved by the commission so as to insure that new development will not increase the peak discharge load on the existing drainage system or cause damage to properties at lower elevations. A map submitted with the plan shall indicate all points of entry and discharge of storm runoff prior to and after development, as well as proposed easements and structures provided for containment or controlled discharge of storm drainage. Points of discharge of natural watercourses shall not be altered by the development.

E. A grading plan showing any proposed alteration, including finished elevations of areas to be graded, paved areas, building sites, retention or detention areas retaining walls and other structures. It shall be accompanied by a signed agreement by the owner of the lands being platted binding on his heirs or subsequent owners, that no grading, land filling, excavating or other alteration will be done except pursuant to the approved or amended grading plan.

F. The plan shall show that all property within the subdivision is developed in such a manner the flood damage will be minimized and that construction and substantial improvements are elevated to the 100-year flood level, if the property lies in an area which has been designated a floodplain under the National Flood Insurance Program. New water and sewer systems (including on-site systems) shall be located to avoid impairment or contamination during flooding.

G. Areas which will be inundated by runoff from a 100-year or greater frequency storm shall not be divided into lots for sale in any proposed subdivision.

H. A copy of the subdivision plat and drainage plan will be provided to any public entity with holdings in the area for their review in order to avoid urban conflicts with the operation and maintenance of utility systems. Their review shall be advisory only. [Ord. 89-01; prior code § 11-5-4.B]

### **17.20.030 Improvements.**

A report on the proposed method of installing utilities, street paving, curb and gutter, sidewalks, and sewer service shall be prepared and submitted to include the approximate time for accomplishing such improvements. Such improvements shall be based on the maximum population density allowed in the zoning district in which the subdivision is located. [Ord. 89-01; prior code § 11-5-4.C]

January 7, 2025

Eddie Salazar  
Town of Mesilla  
Community Development  
P.O. Box 10  
Mesilla, NM 88046

**Subject: Recommendation for the use of Alternate Summary Procedure for Family Lot Split**

Dear Mr. Salazar,

I am writing to provide my professional recommendation regarding the proposed family lot split for the property located at Parcel Number 4006138178177. After reviewing the request, I believe the subdivision meets the criteria outlined in the Town of Mesilla's subdivision regulations for an "alternate summary procedure" and, therefore, qualifies for a deviation from certain infrastructure improvement requirements.

Under the Town's subdivision regulations, specifically Title 17.35, the "alternate summary procedure" allows for a more streamlined approval process for family lot splits. Given that the intent of the proposed subdivision is to transfer a portion of land to a family member for personal use, and that no further commercial development is planned, I believe this subdivision qualifies for and should be processed under this procedure.

As part of the request, the applicant should seek a deviation from the typical infrastructure improvement requirements, which would normally include roadways, curbs, sidewalks, utilities, and drainage. Given the limited scope of this family lot split and the fact that it will not result in additional commercial or intensive residential development, I recommend approval of this deviation. The proposed split will not place an undue burden on public infrastructure, nor will it negatively impact public services or the surrounding community.

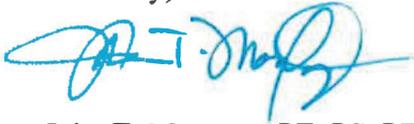
In my professional judgment, the requested deviation is appropriate given the nature of the project, and it aligns with the intent of the alternate summary procedure, which is designed to accommodate minor subdivisions like this one without the need for full infrastructure development.

Based on these considerations, I recommend that the Planning Official support the subdivision, and allow the family lot split to proceed under the alternate summary procedure.

069  
Mr. Salazar  
January 7, 2025  
Page 2

Please feel free to contact me if you need any further information or clarification regarding this recommendation.

Sincerely,



John T. Montoya, PE, PS, PTOE  
Senior Engineer  
Vice President - Surveying



August 4, 2025

Town of Mesilla  
 C/O Edward Salazar, Community Development Director  
 2231 Avenida De Mesilla  
 Mesilla, NM 88046

**RE:** Engineering Review – Bernal Lot Improvement Project – Alternate Summary Subdivision

To whom it may concern,

## I. Purpose

This memorandum presents an engineering review of the proposed subdivision at 2615 Calle Del Sur, submitted as the Bernal Lot Improvement Project. The purpose is to assess the proposed layout and improvements for compliance with the Town of Mesilla Subdivision Ordinance, based on detailed construction drawings dated June 17, 2025.

## II. Project Overview

**Owner/Applicant:** Mr. Bernal

**Engineer of Record:** Adrian Renteria, P.E., A&E Engineering

**Location:** 2615 Calle Del Sur, Mesilla, NM

**Project Type:** Alternate Summary Subdivision – 1-acre parcel split into 3 residential lots

**Access:** Main access will be on Mrs. Segovia's road; Emergency egress via new private access driveway via Calle Del Sur, located entirely on Mr. Bernal's property

**Utilities:** Full extension of water, sewer, and gas services, including new service laterals to each lot

## III. Compliance Evaluation Checklist with Technical Details

Subdivision Ordinance Requirement	Details from Plans	Compliant?
Legal Access (20'+ width)	20.02' wide driveway with base course design (C-1); 35' road/utility easement	Yes
Lot Area Minimum (R-1 Zone = 14,500 SF)	Each lot ~0.33 acres (14,374 SF), compliant	Yes
Access via Private Easement (not shared)	The community road is proposed for use in providing access to the rear parcels, as originally	Yes

	approved with the Dan Lowry subdivision in 1977; consequently, a fire department turnaround will not be required.	
Driveway Cross-Section	Section A-A (C-3): 12" subgrade, 6" base course, 1% slope	Yes
Drainage and Grading	FG: 83.51–84.10 (C-3); 4:1 daylight slope, reseeding specified	Yes
Water Infrastructure	6" waterline, 1" service lines per lot (C-2)	Yes
Sewer Infrastructure	6" main, 4" laterals to each lot, depth verified (C-2)	Yes
Gas Service	2" poly gas line, ¾" service lines (C-2)	Yes
Fire Protection	Hydrant shown, coordination with Fire Chief required (C-2, Note 14)	Yes (pending)
Utility Coordination	Tie-in points with potholing & depth verification (C-2)	Yes
Easement Recording	Easements shown, not yet recorded	Pending
Driveway Maintenance Plan	No HOA/plan shown; maintenance agreement needed	Recommend
Engineering Certification	Sealed by Adrian Renteria, P.E., June 17, 2025	Yes

#### IV. Comments and Clarifications

1. The current preliminary plat does show intent to use Mesilla Circle, a private road owned by Mrs. Segovia, as the primary access, while the 20' private road located on Mr. Bernal's property is designated as emergency egress.
2. The proposed 20' wide all-weather driveway meets minimum fire access standards. A new hydrant assembly with valve and tapping tee is proposed. Final location approval must be coordinated and documented by the Mesilla Fire Chief.
3. Service lines are provided to each lot with appropriate connections and cleanouts. All tie-ins include potholing and depth verification notes, and a pavement cut/replace plan for Calle Del Sur is also included.
4. Slope details, fill compaction specs (95% ASTM D1557), and erosion mitigation via native re-seeding comply with best practices for small-lot subdivisions in desert environments.

#### V. Conditions of Approval (Recommended)

- Recordation of Road & Utility Easements prior to final plat approval.
- Written maintenance agreement for the shared private driveway, signed by all future property owners.
- Documentation from the Mesilla Fire Chief approving the hydrant location.

#### VI. Conclusion & Recommendation

Based on the detailed engineering drawings and site data, it appears that the Bernal Lot Improvement Project meets the technical and procedural requirements of the Town of Mesilla's Subdivision Ordinance, provided that the above conditions are satisfied.

Sincerely,

MILLER ENGINEERS, INC. D/B/A  
SOUDER, MILLER & ASSOCIATES



Michael Johnson, P.E.  
Southern NM Civil TS Manager

Xc: Cynthia Stoechner-Hernandez



## Subdivision requirements

gwhited@mesillanm.gov <gwhited@mesillanm.gov>  
 To: Community Development <comdev@mesillanm.gov>  
 Cc: Russell Hernandez <mayor@mesillanm.gov>, Andrew Embury <aembury@mesillanm.gov>

Thu, Oct 24, 2024 at 5:44 PM

Eddie, as discussed here are the basics of the Fire Code related to residential fire department access roads. FYI, while the former chief may have approved the subdivision back in 2017, the Fire Code has changed twice since then and the requirements are different. Even though we are discussing roads, we still need to discuss fire hydrant placement if needed after a fire flow analysis.

This first paragraph outlines that even though residential construction is covered under the IRC, the IRC does NOT cover fire department access roads. From the code:

Accordingly, where the code is adopted, the design, construction, regulation and maintenance of fire apparatus access roads for servicing such residential developments must comply with the provisions of Section 503 and, if adopted, Appendix D. Also, the design, construction, regulation and maintenance of fire protection water supplies for servicing such residential developments must comply with the provisions of Section 507 and, if adopted, Appendices B and C. These specific requirements of the code are applicable because they include design and construction regulations that provide necessary emergency access and community fire protection for residential developments containing structures that are regulated within the scope of the IRC.

**FIRE APPARATUS ACCESS ROAD.** A road that provides fire apparatus access from a fire station to a facility, building or portion thereof. This is a general term inclusive of all other terms such as *fire lane*, public street, private street, parking lot lane and access roadway.

Fire apparatus access roads are required to be allweather surfaced roadways that are designed for the weight and type of emergency vehicle that may use the road. No specific surface material is required for a fire apparatus access roadway. It is up to the fire code official to decide whether the surface will support the load of the anticipated emergency vehicles in accordance with Section 503.2.3. It should be noted that this is a general term intended to include any private roadway providing the required access to a building. As such, private driveways could be included and subject to the provisions of Section 503. (In our case the road must be engineered to support 75,000 lbs.)

**501.3 Construction documents.** *Construction documents* for proposed fire apparatus access, location of *fire lanes*, security gates across fire apparatus access roads and *construction documents* and hydraulic calculations for fire hydrant systems shall be submitted to the fire department for review and approval prior to construction.

**501.4 Timing of installation.** Where fire apparatus access roads or a water supply for fire protection are required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction except where *approved* alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection where construction of new roadways allows passage by vehicles in accordance with Section 505.2

**503.1.1 Buildings and facilities.** *Approved* fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the *exterior walls* of the first story of the building as measured by an *approved* route around the exterior of the building or facility.

### Exceptions:

1. The *fire code official* is authorized to increase the dimension of 150 feet (45 720 mm) where any of the following conditions occur:

1.1. The building is equipped throughout with an *approved automatic sprinkler system* installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.

1.2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an *approved* alternative means of fire protection is provided.

1.3. There are not more than two Group R-3 or Group U occupancies.

2. Where *approved* by the *fire code official*, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities.

**503.1.2 Additional access.** The *fire code official* is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

**503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for *approved* security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). (Appendix D adds: **D103.6.1 Roads 20 to 26 feet in width.** *Fire lane* signs as specified in Section D103.6 shall be posted on both sides of fire apparatus access roads that are 20 to 26 feet wide (6096 to 7925 mm).)

**503.2.3 Surface.** Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities. This provision does not specify a particular type of surface. It is written in performance language; therefore, the surface must carry the load of the anticipated emergency response vehicles and be drivable in all kinds of weather. The term "all-weather driving capabilities" would typically require some type of paved or hard surface. Gravel would be prone to problems in areas subject to heavy rain or in snowy climates where plowing could reduce the gravel roadbed to mud very quickly. Alternatives to concrete or asphalt, such as interlocking pavers, may be used where approved by the fire code official. Jurisdictions may benefit from developing a local policy outlining specific design requirements for fire apparatus access roads to clarify local interpretations of the section. The policy should include local requirements for surfacing and include acceptable surfacing materials.

**503.2.4 Turning radius.** The required turning radius of a fire apparatus access road shall be determined by the *fire code official*. The turning radius of an access road should be based on the turning radius of the anticipated responding emergency vehicles and must be approved by the fire code official.

**503.2.5 Dead ends.** Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) in length shall be provided with an *approved* area for turning around fire apparatus.

In consideration of the hazards inherent in attempting to back emergency vehicles, especially larger ones such as tower ladders, out of a long dead-end roadway, this section is intended to create a safer situation by requiring that dead-end access roads over 150 feet long (45 720 mm) be equipped with an approved turnaround designed for the largest anticipated emergency- response vehicles. Appendix D contains examples of dead-end turnaround configurations. It is important to note that the appendices are not considered part of the code unless specifically adopted.

**503.2.6 Bridges and elevated surfaces.** Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB-17. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of fire apparatus. Vehicle load limits shall be posted at both entrances to bridges where required by the *fire code official*. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces that are not designed for such use, *approved barriers*, *approved signs* or both shall be installed and maintained where required by the *fire code official*.

vBridges and elevated surfaces must be capable of carrying the weight of emergency response apparatus and must be marked with signage posting the weight limit of the bridge or elevated surface. Evaluation of bridges should be done in cooperation with the appropriate local or state agency having jurisdiction over private or public roadway bridges.

**503.2.7 Grade.** The grade of the fire apparatus access road shall be within the limits established by the *fire code official* based on the fire department's apparatus.

Generally, any grade exceeding 10 percent [e.g., greater than a 10-foot (3048 mm) rise in a 100-foot (30 480 mm) length] is required to have the approval of the fire code official. See Appendix D for additional guidance on fire apparatus access roads. Note that the appendices are not considered part of the code unless specifically adopted.

**503.2.8 Angles of approach and departure.** The angles of approach and departure for fire apparatus access roads shall be within the limits established by the *fire code official* based on the fire department's apparatus.

The angle of approach is the angle between the ground and a line running from the bottom of the front tire to the lowest-hanging point directly in front of it, which is usually the front bumper of the apparatus.

This angle gives an indication of how steep an incline the vehicle can clear when approaching that angle.

The angle of departure is the angle between the ground and a line running from the bottom of the rear tire to the lowest-hanging point directly behind it, which is usually the rear step/tailboard of the apparatus. Similar to the approach angle, this angle indicates how steep an incline the vehicle can clear when departing from that angle. These design aspects of a fire apparatus access road are crucial to successful navigation by apparatus and must be tailored to accommodate each piece of fire apparatus of the jurisdiction. See Commentary Figure 503.2.8.

**503.3 Marking.** Where required by the *fire code official*, *approved signs* or other *approved notices* or markings that include the words "NO PARKING—FIRE LANE" shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which *fire lanes* are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

This is not all-inclusive of the relevant codes. The above references Appendices B, C, and D if adopted, which they were all adopted when we adopted the Code. I suggest the engineer in charge of the project be familiar with the requirements of the 2021 IFC. If there are any other questions they are free to reach out to me.

Respectfully

Greg

Gregory Whited BS (Hon), AAS, FM, MIFireE, IAAI-CFI(V)-ECT-CI, NAFI-CFEI-CVFI, NREMT-I

Fire Chief, Mesilla Fire Department

C:915-241-3322



[Quoted text hidden]  
[Quoted text hidden]

[Quoted text hidden]  
[Quoted text hidden]

[Quoted text hidden]  
John T. Montoya PE, PS, PTOE  
575 644 0866 Cell

**From:** Community Development <comdev@mesillanm.gov>  
**Sent:** Monday, October 21, 2024 3:58 PM  
**To:** John Montoya <jmontoya@molzencorbin.com>  
**Cc:** Russell Hernandez <mayor@mesillanm.gov>; Amanda Lara <ALara@molzencorbin.com>  
**Subject:** Re: Subdivision requirements

Thank you John,

## SPECIAL WARRANTY DEED

Dan E. Lowry and Pat N. Lowry, husband and wife, for consideration received, grant and convey to the Dan E. Lowry and Pat N. Lowry Revocable Trust dated September 10, 2004, Dan E. Lowry and Pat N. Lowry, Trustees, and their successors, whose address is 2555 Calle de Norte, Las Cruces, New Mexico 88005, the following described real estate located in Doña Ana County, New Mexico:

Those certain tracts of land described on the deed from Carroll H. Stith, et ux, to David A. Lowry, et ux, dated December 22, 1925, recorded in Deed Book 70 at Page 637 of the Deed Records of Doña Ana County, New Mexico, from which certain portions of said tracts were excepted and described in the aforesaid deed, and further excepting therefrom that certain property described in the deed from Margaret V. Lowry, also known as Maggie V. Lowry, widow of David A. Lowry, deceased, to Virginia L. Brownfield and Dan E. Lowry, dated September 3, 1960, and recorded in Deed Book 155 at Page 367 of the Deed Records of Doña Ana County, New Mexico, being part of 11B-30 USRS maps, containing approximately 28 acres of land, together with improvements thereon.

SAVE AND EXCEPT a tract of land situate within the limits of the town of Mesilla, Doña Ana County, New Mexico, in Section 35 and 36, T.23S., R.1E., NMPM of the USRS Surveys and lying within USRS Tract 11B-30 and being more particularly described in Exhibit A attached hereto and made a part hereof.

Together with all improvements thereon.

Subject to reservations contained in the patent and together with covenants, easements, and restrictions of record.

with Special Warranty Covenants.



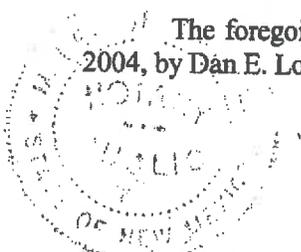
The Grantors declare that this property is their community property and shall remain their community property even though held in Trust.

IN WITNESS WHEREOF, we hereunto affix our hands this 10<sup>th</sup> day of Sept., 2004.

Dan E. Lowry  
Dan E. Lowry

Pat N. Lowry  
Pat N. Lowry

STATE OF NEW MEXICO     )  
  ) ss.  
COUNTY OF DOÑA ANA     )



The foregoing instrument was acknowledged before me this 10 day of Sept., 2004, by Dan E. Lowry and Pat N. Lowry, husband and wife.

M. Kea Brownfield  
Notary Public

My commission expires:  
August 1, 2007



## EXHIBIT A

December 10, 1990

## DESCRIPTION OF A 1.304 ACRE TRACT

A tract of land situate within the limits of the town of Mesilla, Dona Ana County, New Mexico in Section 35 and 36, T.23S., R.1E., N.M.P.M. of the U.S.R.S. Surveys and lying within U.S.R.S. Tract 11B-30 and being more particularly described as follows, to wit:

BEGINNING at an iron rod set on the west right-of-way line of the Mesilla Drain for the northeast corner of this tract, whence the section corner common to Sections 25, 26, 35 and 36, T.23S., R.1E., N.M.P.M. of the U.S.R.S. Surveys bears S.85°44'30"E., a distance of 99.23 feet;

THENCE from the place of beginning and following along the west right-of-way line of the Mesilla Drain S.34°41'00"E., 481.16 feet to an iron rod set on the north line of the California Lateral for the southeast corner of this tract;

THENCE following along the California Lateral S.62°37'30"W., 118.85 feet to an iron rod set at the southwest corner of this tract;

THENCE leaving the California Lateral N.34°07'00"W., 287.45 feet to a 3 inch iron pipe in a pipe fence at an angle point;

THENCE along the pipe fence S.55°40'40"W., 11.92 feet to an iron rod set at an angle point;

THENCE leaving the pipe fence N.34°18'10"W., 176.56 feet to a nail set for the northwest corner of this tract;

THENCE N.54°25'00"E., 125.80 feet to the place of beginning, containing 1.304 acres of land more or less. Subject to easements of record.

→ Together with the following described 20 foot wide road easement:

BEGINNING at the northeast corner of the above described 1.304 acre tract for the southeast corner of this easement;

THENCE along the north line of said 1.304 acre tract S.54°25'00"W., 20.00 feet to the southwest corner of this easement;

#900413 continued

## BOTSFORD LAND SURVEYING INC.

210 South Water  
Las Cruces, New Mexico 88001  
(505) 526-2444

130

EXHIBIT A

DESCRIPTION OF A 1.304 ACRE TRACT continued

THENCE N.34°41'00"W., 171.94 feet to an angle point;

THENCE N.28°35'00"W., 318.47 feet to a point on the south line of Calle del Norte (New Mexico State Highway No. 359) for the northwest corner of this tract;

THENCE along the south line of Calle del Norte N.59°25'00"E., 20.01 feet to the west right-of-way line of the Mesilla Drain for the northeast corner of this easement;

THENCE along the Mesilla Drain S.28°35'00"E., 318.10 feet to an angle point;

THENCE S.34°41'00"E., 170.56 feet to the place of beginning, containing 0.225 acres of land more or less. Field notes by Botsford Land Surveying, Inc.

#900413

I HEREBY CERTIFY THAT THIS LAND DESCRIPTION WAS PREPARED BY ME OR UNDER MY SUPERVISION.

*James A. Botsford*  
JAMES A. BOTSFORD, NMPS #5211



State of New Mexico  
County of Dona Ana, ss  
RECEPTION NO. 29829  
I hereby certify that this instrument was filed for recording and duly recorded on  
SEP 10 2004  
at 8:16 o'clock Y M.  
Book 560 Page 128-81  
of the Records of said County.  
Rita Torres, County Clerk  
BY: *Sandra Torres*



DONA ANN TEE CO., INC.

G.F. 9/8/15 ch

2

EASEMENT AND ROAD MAINTENANCE AGREEMENT

AGREEMENT date this 22nd day of February, 1990, by and between the undersigned parties, for and in consideration of the sum of ONE DOLLAR (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged.

WHEREAS, the undersigned parties are each owners as tenants-in-common to an equal undivided interest in the property described as follows:

SEE EXHIBIT "A" & "B" ATTACHED HEREIN AND MADE A PART HEREOF.

and

WHEREAS, the parties hereto considering that it will be to the benefit of each of the parties hereto, do, for themselves, their several heirs, executors, administrators, and assigns, covenant and agree, each with the other, that for the purpose of making an easement for a common right-of-way for ingress and egress and for the purpose of creating a common driveway for the benefit of each of them,

NOW, THEREFORE, the parties hereto agree each with the other as follows:

1. That an easement for a common driveway for egress and ingress over and across the entire portion of the property described herein be, and it hereby is, created over the property described as:

THE 30 FOOT ROAD EASEMENT AS REPRESENTED ON THE PLAT OF SURVEY DATED MAY 15, 1978, AS SHOWN ON EXHIBIT "C" ATTACHED HEREIN AND MADE PART HEREOF.

2. That this easement is superior and paramount to the right of any of the parties hereto and their respective servient estates so created and that it is a covenant running with the land, and that said easement shall be a permanent and perpetual easement together with all right of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easement hereby granted and all rights and privileges incident thereto including the right, from time to time, when necessary, to have access for the purpose of the maintenance and repair of said roadway. The easement shall be maintained in good repair by the undersigned parties, their heirs, executors, administrators and assigns.

3. Said easement shall run in favor of the adjacent properties, and the owners thereof, their several heirs, executors, administrators, and assigns or successors in interest.

\* IN ITS CURRENT CONDITION (AS OF THE DATE OF THIS AGREEMENT)

394

Tee  
I.P.F.  
J.P.P.

EXHIBIT "A"

A DESCRIPTION OF A 0.430 ACRE TRACT

A tract of land situate in the Town of Mesilla, Dona Ana County, New Mexico in Section 36, T.23S., R.10E., N.M.P.M. of the U.S.R.S. Surveys as part of Tract 7 of the Dan Lowry Subdivision, plat filed October 26, 1977 in plat record 12 page 140 Dona Ann County Records and being more particularly described as follows, to WIT:

BEGINNING at an iron rod found at the east line of the MESILLA DRAIN for the northwest corner of the tract herein described identical to the northwest corner of Tract 7, of the Dan Lowry subdivision;

THENCE from the place of beginning leaving the MESILLA DRAIN N.59°42'20"E., 184.38 feet to an iron rod set for the northeast corner of the tract herein described;

THENCE S.30°29'57"E., 103.18 feet to an iron rod set for the southeast corner of the tract herein described;

THENCE S.59°42'20"W., 179.00 feet to an iron rod found on the east line of the MESILLA DRAIN for the southwest corner of the tract herein described identical to the southwest corner of Tract 7 of the Dan Lowry Subdivision;

THENCE along the east line of the MESILLA DRAIN N.33°29'W. 103.34 feet to the place of beginning containing 0.430 acre of land more or less, subject to a 10 foot wide utility easement parallel and immediately adjacent to the westerly and northerly boundary lines.

Grantor expressly warrants that the 10 foot wide utility easement parallel and immediately adjacent to the northerly boundary line of the above described .430 acre tract is solely for the use of a .555 acre tract immediately adjacent to the easterly boundary line of the .430 acre tract.

DESCRIPTION TABLE A  
All microphotographic images of documents on this film strip following this certificate are of authentic documents in the possession of this agency as noted in the Statement of Document Certification for this data set. All these documents are routinely microfilmed as a necessary operation in the operation of an invoice document file.  
C. J. M. M. M.  
CAMERA OPERATOR  
2-28-90  
DATE OF FILING  
ROLL NO.

3916



21

Parcel: BERNAL SAM T & BEATRICE G

---

ACCOUNT NUMBER: R0400531  
OWNER NAME: BERNAL SAM T & BEATRICE G  
MAILING ADDRESS: PO BOX 56  
CITY: MESILLA  
STATE: NM  
ZIP: 88046-0056  
SUBDIVISION NAME: DAN LOWRY  
SUBDIVISION 897  
SITE ADDRESS: 2615 CALLE DEL SUR  
ACREAGE: 1.09  
SQUARE FOOTAGE: 47,480.00  
TOTAL VALUATION (LAND & BUILDING): 81,807

[ASSESSOR PARCEL INFORMATION DETAIL LINK](#)

Zoom to ...

# SUBDIVISION APPLICATION

OFFICIAL USE ONLY:  
Case # \_\_\_\_\_  
Fee \$ \_\_\_\_\_

CASE NO. \_\_\_\_\_ ZONE: \_\_\_\_\_ CODE: \_\_\_\_\_ APPLICATION DATE: \_\_\_\_\_  
 Preliminary Plat     Summary Subdivision     Final Plat     Vacation of Lot Line

Name of Applicant: Sara + Beatrice Bernal    Applicant's Telephone/Cell Number: \_\_\_\_\_  
 Mailing Address: P.O. Box 56    City: Mesilla    State: NM    Zip Code: 88046  
 Owner of Record: Address: \_\_\_\_\_    City: \_\_\_\_\_    State: \_\_\_\_\_    Zip Code: \_\_\_\_\_

Name of Engineer    License # of Engineer    Address    Telephone/Cell Number

Name of Architect    License # of Architect    Address    Telephone/Cell Number

Part 4 of Subdivision Replat #4    2615 Calle de Sur  
 Subdivision Name    Subdivision Location

Total Acreage: 1.401    Number of Lots: 4 Lots  
 Acreage of Largest Lot: .65    Acreage of Smallest Lot: .25  
 Legal Description: \_\_\_\_\_

Tax Map Property Code (s) 04-0051    Jacob's Map # 4-006-138-178-177  
 A ZONE CHANGE, VARIANCE, EXEMPTION, OR SPECIAL PERMIT IS ALSO BEING REQUESTED WITH THIS PROPERTY.  
 EXPLAIN: \_\_\_\_\_

By signing this application, you hereby acknowledge that ALL the information submitted on and with this application is true and correct to the best of your knowledge and that all provisions of the Town of Mesilla shall be met. No application will be accepted without the original signature of the owner(s) of record of the described property. If more than one owner, ALL owners must sign the application. (Attached an additional sheet if necessary).

Owner(s): [Signature]    Date: 8-5-15  
 Applicant(s) (if different than owner): \_\_\_\_\_    Date: \_\_\_\_\_

**FOR OFFICIAL USE ONLY**

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

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

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



# Town of Mesilla, New Mexico

## PZHAC WORK SESSION AUGUST 17, 2015

THE PLANNING, ZONING AND HISTORICAL APPROPRIATENESS COMMISSION (PZHAC) WILL HOLD A WORK SESSION ON MONDAY, AUGUST 17, 2015 AT 5:00 P.M. IN THE BOARD ROOM OF THE MESILLA TOWN HALL, 2231 AVENIDA DE MESILLA TO DISCUSS THE FOLLOWING:

- a. S15-001 - Submitted by Sam and Beatrice Bernal, a request to or the PZHAC to determine what requirements will be necessary to complete an application for a subdivision of property at and behind 2615 Calle de Sur. Zoned: Historic Residential (HR). (20 min.)
- b. Submitted by Scott Bannister, a request to discuss the concept of using an approximately 52 acre parcel at 1113 S Hwy 292 owned by the Bombach Limited Partnership as a baseball and sports complex. Zoned: Rural Farm (RF). (20 min.)
- c. Submitted by Davie and Kelly Salas, a request to discuss a revised plan for the development of two parcels having a total of 0.55 acres at 2415 and 2417 Calle de Parian. (Permits for these properties will be voted on in the regular meeting.) Zoned: Historic Residential (HR). (20 min.)

## PZHAC MEETING AUGUST 17, 2015

THE PLANNING, ZONING AND HISTORICAL APPROPRIATENESS COMMISSION (PZHAC) WILL HOLD ITS REGULARLY SCHEDULED MEETING MONDAY, AUGUST 17, 2015 AT 6:00 P.M. IN THE BOARD ROOM OF THE MESILLA TOWN HALL, 2231 AVENIDA DE MESILLA

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL AND DETERMINATION OF A QUORUM
3. CHANGES TO THE AGENDA
4. \*ACCEPTANCE OF THE CONSENT AGENDA

*Note: Items on the agenda indicated by an asterisk (\*) are on the consent agenda and will be voted on with one motion unless a Commissioner requests that a specific item be removed.*

### \*PZHAC MINUTES:

Regular Meeting Minutes of August 3, 2015

### \*ADMINISTRATIVE (CONSENT) APPROVALS:

#### Building Permit Requests:

- a. Case 012405 – 213 Capri Rd., a request by Bob Hamilton for a building permit to paint the trim on an existing dwelling at this address. Zoned: Single Family (SF).

**5. PZHAC NEW BUSINESS:****Discussion Item Decisions:**

- b. **SUB15-001** - Submitted by Sam and Beatrice Bernal, a request to or the PZHAC to determine what requirements will be necessary to complete an application for a subdivision of property at and behind 2615 Calle de Sur. Zoned: Historic Residential (HR).
- c. A determination as to whether or not Scott Bannister should pursue the concept of a baseball and sports complex for the approximately 52 acre parcel at 1113 S Hwy 292 owned by the Bombach Limited Partnership. Zoned: Rural Farm (RF).

**Special Use Permit**

**\*\* A PUBLIC HEARING MUST BE HELD PRIOR TO ACTION ON THE FOLLOWING ITEM.**

- d. **S15-001** – Submitted by Roxanna Gates for the “Roundtable Children’s Academy Daycare and Preschool”, a request for a Special Use Permit to allow a day care center and preschool to operate at a former restaurant at 1750 Calle de Mercado. The SUP includes a request for approval of a Business Permit and a Sign Permit (Case 012407) for the proposed use. Zoned: General Commercial (C).

**Building Permit Requests:**

- e. **Case 012388** – Submitted by G.L. Green and Associates for David and Joan Hirsch, a request for a building permit to allow construction of a pool cabana and an addition to a house located at 2979 Camino Castillo. Zoned: Single Family (R-1).
- f. **Case 012406** – Submitted by Fred Flores for Armando and Judy Alba, a request for a building permit to allow a rear patio on an existing dwelling at 2691 McDowell Rd. to be fully enclosed. Zoned: Single Family R-1).
- g. **Case 012410** – Submitted by Davie and Kelly Salas, a request for a building permit to construct a house and accessory dwelling on a 0.23 acre property located at 2419 Calle de Parian. Zoned: Historic Residential (HR).

**6. PUBLICCOMMENTS****7. PZHAC/STAFFCOMMENTS****8. ADJOURNMENT OF THE REGULAR PZHAC MEETING**

**SPECIAL BOT/PZHAC WORK SESSION  
AUGUST 17, 2015**

**THE MESILLA BOARD OF TRUSTEES (BOT) AND THE PLANNING, ZONING AND HISTORICAL APPROPRIATENESS COMMISSION (PZHAC) WILL HOLD A SPECIAL WORK SESSION ON MONDAY, AUGUST 17, 2015 IMMEDIATELY FOLLOWING THE REGULAR MEETING OF THE PZHAC (@ 7:00 P.M.) IN THE BOARD ROOM OF THE MESILLA TOWN HALL, 2231 AVENIDA DE MESILLA TO DISCUSS THE CODE AMENDMENT FOR TEMPORARY AND ITINERANT VENDORS**

**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 8/14/15 at the following locations: Town Clerk’s Office 2231 Avenida de Mesilla, Public Safety Building 2670 Calle de Parian, Mesilla Community Center 2251 Calle de Santiago, Shorty’s Food Mart 2290 Avenida de Mesilla, Ristramn Chile Co., 2531 Avenida de Mesilla and the U.S. Post Office 2253 Calle de Parian.

**PZHAC WORK SESSION**  
**AUGUST 17, 2015**

**PZHAC WORK SESSION  
AUGUST 17, 2015  
ITEM 1**

**CASE S15-001**

**S15-001** - Submitted by Sam and Beatrice Bernal, a request to or the PZHAC to determine what requirements will be necessary to complete an application for a subdivision of property at and behind 2615 Calle de Sur. Zoned: Historic Residential (HR). (20 min.)

The following is the pre-application procedure from the MTC for submitting a preliminary plat to the PZHAC. This process is to allow the PZHAC to determine what will be needed from the subdivider to address any conditions that may arise from the proposed subdivision.

17.10.010 Pre-application procedure.

A. Prior to the filing of an application for approval of a preliminary plat, the subdivider is requested to confer with the planning staff and other town departments so as to become acquainted with these regulations.

*This step in the process has been done.*

B. The pre-application conference with the planning staff does not require a formal application, fee, or the filing of a plat, and is considered an advisable step in the procedure rather than mandatory. The planning staff does not assume any responsibility for a lack of understanding of these regulations on the part of the subdivider, and any advice or opinion as to the feasibility of the proposed subdivision expressed by the planning staff shall not bind any subsequent actions of the planning and zoning commission or the board of trustees relative to the proposal.

C. The subdivider shall then submit to the planning commission a preliminary plan and supporting data. This step does not require formal application or filing of plat with the planning commission.

*This step is the reason for the subdivision request being brought up at this work session. The applicant is requesting to know what needs to be submitted with the preliminary plat in order for the application to be accepted by the PZHAC.*

D. Within 35 days the planning commission shall inform the subdivider that the plans and data as submitted or as modified do or do not meet the objectives of these regulations, and it shall express its reasons therefor. [Ord. 89-01; prior code § 11-5-2.A]

*The proposed subdivision has been discussed as a concept at previous work sessions. The purpose of this work session is not to discuss the proposed subdivision itself, but to determine what studies and information (i.e.: drainage plans, soil studies, grading plans, etc.) the PZHAC will require the applicant to provide with the plat in order to provided necessary information for review.*

Attached are Chapters 17.20 and 17.40 of the BTC outlining possible requirements of the Code for subdivisions. (Areas of interest are highlighted in yellow.)

The applicant has provided a subdivision application and preliminary plat to Staff. (The plat is not being submitted at this time, but will be formally submitted when it is determined by the PZHAC that the application is complete.)

**January 12, 2025**

**Mayor and Members of the Town Council**

Town of Mesilla  
2231 Avenida de Mesilla  
Mesilla, NM 88046

**RE: Address Correction to original letter dated January 7, 2025**

Dear Mayor and Council Members,

My name is Rebecca L. Segovia, and I reside at 2928 La Mesilla Circle. I am writing to address a matter of concern regarding a proposal by Sam Bernal to subdivide his property at 2615 Calle del Sur tract 3. In order to proceed with this subdivision, Mr. Bernal is seeking access through my property at 2928 La Mesilla Circle.

This property, which I now own, has historically served as the sole access point for two landlocked properties, 2928 and 2930 La Mesilla Circle. The tract of land in question was previously owned by Dan Lowry and has always been utilized as a private driveway for these properties. In addition, this tract provides the only viable entrance to my property.

To provide some context, Mr. Lowry offered this tract to the Town of Mesilla, but the offer was declined due to the significant costs involved in bringing the property up to code for public road standards. Mr. Bernal was also given the opportunity to acquire this land, but he declined the offer at that time. Given that I reside at the end of the driveway and rely on it as the sole access to my property, I chose to accept ownership of the tract to avoid any potential access issues.

When my parents passed away, the property was inherited by their daughters, including myself. As part of the requirements set forth by the Town of Mesilla and the Mesilla Fire Department for subdividing the land, we were obligated to provide a 30-foot strip of land for a private emergency access road. At that time, Mr. Bernal was asked if he would share 15 feet of his property to help meet these requirements, but he refused. As a result, we were unable to subdivide the land into four parcels as my parents had intended, as we could not fulfill the emergency access road requirements without Mr. Bernal's cooperation.

It is important to note that this tract of land has been enclosed by a fence since approximately 1984, extending from the corner of Mr. Bernal's property to mine, and has never been used as a public access point. It has consistently served as a private driveway for the residents of 2928 and 2930 La Mesilla Circle.

I now hold the title to this land, pay the property taxes on it and maintain the road. The tract is not listed as an easement or for any public or utility purposes. The only utility easement for our area is located on the west side of my property, along the drainage ditch. The land in question is legally and exclusively mine.

As such, I do not grant permission for my property to be used as a public road or to be altered in any way for subdivision access. I am aware that there are specific requirements for establishing public roads in a subdivision, and I respectfully request that no changes be made to my property for this purpose.

If there are any questions or further discussions needed regarding this matter, please do not hesitate to contact me at 575-644-4635.

Thank you for your attention to this important issue. I trust that the Town of Mesilla will respect my rights as the landowner and uphold the integrity of private property in our community.

Respectfully,



Rebecca L. Segovia  
2928 La Mesilla Circle  
Mesilla, NM 88046

cc: Eddie Salazar, Community Development Coordinator  
Planning & Zoning Commission

August 4, 2025

My name is Rebecca Lucero Segovia, and I am the legal owner and warranty deed holder of two tracts of land located at 2928 La Mesilla Circle, Mesilla, NM 88046.

As I have stated in previous work sessions and formal letters, I do not consent to the use of my private property to provide access, entry or exit for Sam Bernal's proposed subdivision.

According to New Mexico State Statute, a private property owner is not legally obligated to provide access to a landlocked property. Furthermore, there is no automatic legal obligation to grant such access. In this case, Mr. Bernal's property is **not** landlocked. He has had existing access to his property through Calle del Sur from both the east and west sides of his property for over 40 years, during which time the property has remained fenced and self-contained. At no point, in the last 40+ years, has he used my private land for ingress or egress.

Additionally, neither the Town of Mesilla's attorney, who also represents Sam Bernal, nor the engineers involved have any legal authority to submit a letter of approval on my behalf for the use of my property. Nevertheless, such a letter was submitted in a prior work session without my consent.

The subdivision proposal also appears to be in violation of several Municipal Code requirements, including but not limited to:

1. Failure to submit a complete signed set of plans with the initial request as required by the Mesilla Town Code, Chapter 17.05, under General Provision;
2. Eddie Salazar, a Town of Mesilla Employee has taken it upon himself to represent Sam Bernal in prior Work Sessions;
3. On the Public Hearing Notice we received, it states this is a public hearing for a request to subdivide historical residential property, it does not state that this hearing is for an alternate request to his subdivision as is shown on the Board Action Form we received via an IPRA request;

If the Planning and Zoning Commission is proceeding under the assumption that my property may be used for access, it must be made very clear that this matter has been identified as a civil issue—one that has not yet been legally resolved. Mr. Salazar has been informed of this.

I respectfully urge the Commission to fully consider these facts and **deny the request to utilize my private property for access to Sam Bernal's proposed subdivision.**

Again, I do not give permission for my private property to be used for Sam Bernal's subdivision.

And for the record, I would like this letter to be part of the minutes.

**The Law Office of Matthew Holt, PC**

---

Rebecca L. Segovia  
P.O. Box 23  
Mesilla, NM 88046

September 1, 2020

Re: Dan Lowry Subdivision

Dear. Ms. Segovia:

I understand that you own a tract of land in Mesilla, New Mexico, shown on a plat I have printed out and attached for your convenience.

I represent Ted and Mary Lee Shelton, Richard and Isabel Fajardo, and Sam and Beatrice Bernal, who own land in Dan Lowry Subdivision. When the subdivision was created, a plat of the subdivision was recorded with the County Clerk on October 26, 1977. The plat shows that the tract of land was designated as a road. The road serves the property that you own at the west end of the road as well as Sam and Beatrice Bernal's property, Isabel Fajardo's land, William and Amy Abruzzi's property, and Ted and Mary Lee Shelton's land.

I understand that an issue may have arisen as to the rights of the property owners in the area to continue to use the road. I write simply to tell you that my clients take the position that they have an express easement to use the road to access their properties, created by the recorded plat that was necessary to approve the subdivision. If, for any reason, a court were to disagree and find that the recorded plat did not create an express easement, an easement by prescription has been created by the use of the land as a road by those in the neighborhood for more than 40 years.

Should you have any questions or concerns, please do not hesitate to contact me.

Matthew Holt



**Proposed Subdivision**

2 messages

**Nora Barraza** <noralbarraza@yahoo.com>

Wed, Jan 15, 2025 at 10:55 AM

To: Community Development <comdev@mesillanm.gov>

Cc: "annette.granado@hotmail.com" <annette.granado@hotmail.com>, Yolanda Lucero <yolandaglucero@gmail.com>, "jealucero@yahoo.c" <jealucero@yahoo.c>, "frankacostajr@hotmail.com" <frankacostajr@hotmail.com>, "Mary F. Lucero" <maryflucero@gmail.com>, "ianbc13@yahoo.com" <ianbc13@yahoo.com>, "rebseg7@hotmail.com" <rebseg7@hotmail.com>

Eddie:

I received a certified letter from the Town of Mesilla yesterday, January 14, 2025, that was received at the post office January 8, 2025. We had been out of town, therefore, the late correspondence.

We do have some concerns regarding the proposed subdivision, but without knowing exactly what is being proposed it is difficult to make comments. The one major concern we have is access to the proposed subdivision. Our understanding is that the owner of the proposed subdivision is talking about using private property to access the subdivision. If that is the case, we are absolutely against them having access to that private property. The owner of the private property was deeded the property by the previous owner, totally maintains and funds that property and pays property taxes on it. I am sure the developer can find other means to access the proposed subdivision.

We will be at the work session this evening and hopefully some of our concerns will be addressed.

Respectfully,

Paul and Nora Barraza

**Community Development** <comdev@mesillanm.gov>

Wed, Jan 15, 2025 at 12:49 PM

To: Nora Barraza <noralbarraza@yahoo.com>

Hi Nora,

Thank you for reaching for your comments. No worries on the timing, I will include in today's work session for the PZHAC to review.

[Quoted text hidden]

**Eddie Salazar**

Community & Economic Director



**Town of Mesilla**

2231 Avenida de Mesilla

PO Box 10

Mesilla, NM 88046

575-524-3262 - Ext 104

[comdev@mesillanm.gov](mailto:comdev@mesillanm.gov)



**2615 Calle del Sur proposed subdivision**

2 messages

**Frank Acosta Jr** <frankacostajr@hotmail.com>

Mon, Jan 13, 2025 at 10:37 AM

To: "comdev@mesillanm.gov" <comdev@mesillanm.gov>

Cc: gracie <fgiracosta2@hotmail.com>, ian <ianbc13@yahoo.com>, Grandma <yolandaglucero@gmail.com>, "jealucero@yahoo.com" <jealucero@yahoo.com>

Good morning Eddie,

My name it's frank Acosta Jr. and I am one of the owners of the property west of Mr. Bernal's property. The other owner is my son Ian Acosta. We have no issues with Mr. Bernal wanting to build a subdivision on his property, our concerns are with the access road and utilities needed for the subdivision. We don't want our property being affected by the utility company wanting to use our land to fulfill the infrastructure requirements for this project. We believe that all utilities and vehicle access roads should come from University Ave, not from the access road off of La Mesilla Rd entrance leading to Rebecca Segovia's home and our property. I'm willing to discuss with you and Mr. Bernal about any concerns or issues that may arise from my comments or concerns on this matter. I can be reached at the email below or my cell phone number below.

Look forward to hearing back from you . Thank you for your time.

V/r,

Frank Acosta Jr.

707-470-9428

Sent from my iPhone

**Community Development** <comdev@mesillanm.gov>

Mon, Jan 13, 2025 at 2:14 PM

To: Frank Acosta Jr <frankacostajr@hotmail.com>

Good afternoon Mr. Acosta,

Thank you for your comments as I will definitely pass them on to our commission during our work session scheduled this week. According to our public works department, existing utilities off of Mesilla Cir and adjacent to your property are not sufficient to supply the additional 3 properties being proposed. Diameter of water lines too small. Calle del Sur is the location where we are currently looking at for supply. Again, much appreciated for letting us know your concerns. It is our intent to accommodate any applicant with little to no negative impact in any neighborhood.

Regards,  
Eddie

Town of Mesilla  
Community/Economic Director

[Quoted text hidden]

**Eddie Salazar**

*Community & Economic Director*



**Town of Mesilla**  
2231 Avenida de Mesilla  
PO Box 10  
Mesilla, NM 88046  
575-524-3262 - Ext 104  
comdev@mesillanm.gov



Edward Salazar <mesillaced@mesillanm.gov>

---

## Re: Letter for Mr Bernal from Isabel Fajardo

1 message

---

**Ruben Arauz** <rubara1981@gmail.com>

Thu, Aug 7, 2025 at 7:26 AM

To: tony u <tonyu42@gmail.com>

Cc: Emilia Bernal <emilia0914@yahoo.com>, Lisa Bernal <maria.bernal88046@gmail.com>, Edward Salazar <mesillaced@mesillanm.gov>, Sam Bernal <samtbernal.2615@gmail.com>

Letter received. Thank you.

r/  
Ruben

> On Aug 6, 2025, at 19:54, tony u <tonyu42@gmail.com> wrote:

>

> Isabel Fajardo

> 1956 Coyote Ridge

> Las Cruces, NM 88011

>

> August 6, 2025

>

> Town of Mesilla

> PO BOX 10

> Mesilla NM 88046

>

>

> To Whom It May Concern,

> I am a current land owner in Mesilla, My Lot is adjacent to Mr Sam

> Bernal's property. I also used to reside in Mesilla at the house at

> the end of the Road which is being disputed. There is no other access

> to reach properties without using this road. I also may require use

> of this road to access my currently owned property. This letter is in

> support of Mr Bernal's request to use the road.

>

> Respectfully,

>

> Isabel Fajardo

> Richard Fajardo

PLEASE NOTE CHANGE OF DATE: MEETING WILL BE HELD MONDAY, AUGUST 4TH AND NOT FRIDAY, AUGUST 1ST. THANK YOU

# Town of Mesilla, New Mexico

THE PLANNING, ZONING AND HISTORICAL APPROPRIATENESS COMMISSION (PZHAC) WILL HOLD A PUBLIC HEARING AT THE MESILLA TOWN HALL, 2231 AVENIDA DE MESILLA, MONDAY-AUGUST 4, 2025, AT 5:00 PM

## PUBLIC HEARING

A REQUEST TO SUBDIVIDE HISTORICAL RESIDENTIAL PROPERTY INTO 3 PARCELS, 2615 CALLE DEL SUR, HAS BEEN SUBMITTED. CURRENT PROPERTY IS APPROXIMATELY 47,480 SQUARE FEET.



### NOTICE

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

Posted on 7/18/2025 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; and the U.S. Post Office - 2253 Calle de Parian; Mesilla website

<https://www.mesillanm.gov/minutes-agendas/>



Jul 18, 2025 3:25:34 PM  
2363 New Mexico State Road 101  
Las Cruces  
Doña Ana County  
New Mexico





Jul 29, 2025 4:29:42 PM  
2363 New Mexico State Road 101  
Las Cruces  
Doña Ana County  
New Mexico





Edward Salazar <mesillaced@mesillanm.gov>

## Bernal Property

35 messages

**adrianr@aeengineering.co** <adrianr@aeengineering.co>  
To: Edward Salazar <mesillaced@mesillanm.gov>

Tue, Jun 17, 2025 at 11:07 AM

Eddie,

We have the plans and Pavement Design Report ready for Mr. Bernal's property. Please see attached files. Please let me know if you also need hard copies for your review and if we need to complete an application for plan review. Thank you

**Adrian Renteria, P.E. | A&E Engineering**  
Project Engineer  
[1880 E Lohman Ave](#)  
C: (575) 649-0254  
[adrianr@aeengineering.co](mailto:adrianr@aeengineering.co)

### 2 attachments

 **BERNAL LOT SPLIT-stamp6-17-25.pdf**  
958K

 **Pavement Design Report.pdf**  
800K

**Edward Salazar** <mesillaced@mesillanm.gov>  
To: adrianr@aeengineering.co

Tue, Jun 17, 2025 at 12:15 PM

Received, thank you.  
The utilities plans will follow?

[Quoted text hidden]

**adrianr@aeengineering.co** <adrianr@aeengineering.co>  
To: Edward Salazar <mesillaced@mesillanm.gov>

Tue, Jun 17, 2025 at 1:26 PM

Thank you. The Utility plans are in the plan set. The plan set includes: a site plan, grading plan, utility plan and tracking plan that shows fire truck access.

[Quoted text hidden]

**Edward Salazar** <mesillaced@mesillanm.gov>  
To: adrianr@aeengineering.co

Tue, Jun 17, 2025 at 1:37 PM

102

Oh yes, my apologies. I didn't open both attached files.  
What was the outcome of the fire hydrant?

[Quoted text hidden]

**adrianr@aeengineering.co** <adrianr@aeengineering.co>  
To: Edward Salazar <mesillaced@mesillanm.gov>

Tue, Jun 17, 2025 at 1:41 PM

Thank you.

I'm not sure what came about the Fire Hydrant. I believe the Fire Chief was going to look for an alternative location that can better serve the area. Let me know if that's not the case and I can possibly add one here at the end of the 6-inch waterline.

[Quoted text hidden]

**Edward Salazar** <mesillaced@mesillanm.gov>  
To: Greg Whited <gwhited@mesillanm.gov>, Lorenzo Astorga <lorenzoa@mesillanm.gov>, "Maese, Thomas, RLD"  
<Thomas.Maese@rld.nm.gov>  
Cc: Adrian Renteria <adrianr@aeengineering.co>

Wed, Jun 18, 2025 at 10:19 AM

Gentlemen,

I have attached a preliminary plat for the subdivision and the utility plans for 2615 Calle del Sur. Please review and let me know if you have any questions. I can schedule another meeting but I think other than the fire hydrant, it looks pretty solid and ready to move forward. Last time we met, there was a discussion or some options regarding where the fire hydrant should be located. Please advise where and/or any other concerns.

I see there is no drainage. I am assuming it is not necessary due to the road being gravel. Once I get everyone's thumbs up, I will forward it to our town engineer for final review before scheduling it with PZHAC.  
Thanks everyone, I appreciate your involvement.

Regards,  
Eddie

[Quoted text hidden]

---

## 2 attachments

 **Pavement Design Report.pdf**  
800K

 **BERNAL LOT SPLIT-stamp6-17-25.pdf**  
958K

**gwhited@mesillanm.gov** <gwhited@mesillanm.gov>  
To: Edward Salazar <mesillaced@mesillanm.gov>, Lorenzo Astorga <lorenzoa@mesillanm.gov>, "Maese, Thomas, RLD"  
<Thomas.Maese@rld.nm.gov>  
Cc: Adrian Renteria <adrianr@aeengineering.co>

Wed, Jun 18, 2025 at 2:05 PM

I do have a question, where is the turn around from the end of that road? Longer than 150' must have a turn around, unless we are supposed to use the other road. In which case that road has to be capable of supporting the same weight.

Gregory Whited BS (Hon), AAS, CFO, FM, MIFireE, IAAI-CFI(V)-ECT-CI, NAFI-CFEI-CVFI, NREMT-I

Fire Chief, Mesilla Fire Department

102

C:915-241-3322



[Quoted text hidden]

**adrianr@aeengineering.co** <adrianr@aeengineering.co> Wed, Jun 18, 2025 at 2:11 PM  
 To: gwhited@mesillanm.gov, Edward Salazar <mesillaced@mesillanm.gov>, Lorenzo Astorga <lorenzoa@mesillanm.gov>, "Maese, Thomas, RLD" <Thomas.Maese@rld.nm.gov>

Gregory,

Thank you, yes the plan is to use the existing access road. For the road capacity please find attached pavement design report with two options for the roadway base. Let me know if you need additional information.

[Quoted text hidden]

 **Pavement Design Report.pdf**  
800K

**Edward Salazar** <mesillaced@mesillanm.gov> Wed, Jun 18, 2025 at 2:21 PM  
 To: adrianr@aeengineering.co  
 Cc: gwhited@mesillanm.gov, Lorenzo Astorga <lorenzoa@mesillanm.gov>, "Maese, Thomas, RLD" <Thomas.Maese@rld.nm.gov>

Greg, the road will be accessed from Calle del Sur and in the back by the private road off of Mesilla Cir.  
 [Quoted text hidden]

**Maese, Thomas, RLD** <Thomas.Maese@rld.nm.gov> Wed, Jun 25, 2025 at 10:01 AM  
 To: Edward Salazar <mesillaced@mesillanm.gov>

Good Morning Sir:  
 From the engineering and building side I do not have any problems. The design presented by Southwest Engineering should be adequate to support weights required. Thank You and Have a Great Day.

**Thomas Maese, Chief Building Inspector**  
**Regulation and Licensing Department**  
 Construction Industries Division  
 State of New Mexico  
[Thomas.Maese@rld.nm.gov](mailto:Thomas.Maese@rld.nm.gov) | [www.rld.nm.gov](http://www.rld.nm.gov)  
 (575) 639-2993

**From:** Edward Salazar <mesillaced@mesillanm.gov>  
**Sent:** Wednesday, June 18, 2025 2:21 PM  
**To:** adrianr@aeengineering.co <adrianr@aeengineering.co>  
**Cc:** gwhited@mesillanm.gov <gwhited@mesillanm.gov>; Lorenzo Astorga <lorenzoa@mesillanm.gov>; Maese, Thomas, RLD <Thomas.Maese@rld.nm.gov>  
**Subject:** [EXTERNAL] Re: Bernal Property

<sup>104</sup>  
**CAUTION:** This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

[Quoted text hidden]

---

**Edward Salazar** <mesillaced@mesillanm.gov>

Wed, Jun 25, 2025 at 11:05 AM

To: adrianr@aeengineering.co

Cc: gwhited@mesillanm.gov, Lorenzo Astorga <lorenzoa@mesillanm.gov>, "Maese, Thomas, RLD"

<Thomas.Maese@rld.nm.gov>

Greg/Adrian,

Following up on the fire hydrant. It is the last thing I am waiting on. Please advise when we figure out where it will be located. Like to forward these plans to our town engineer for review.

Thanks,

Eddie

[Quoted text hidden]

---

**Edward Salazar** <mesillaced@mesillanm.gov>

Wed, Jun 25, 2025 at 11:06 AM

To: "Maese, Thomas, RLD" <Thomas.Maese@rld.nm.gov>

Thanks Tom!

[Quoted text hidden]

---

**gwhited@mesillanm.gov** <gwhited@mesillanm.gov>

Wed, Jun 25, 2025 at 1:45 PM

To: Edward Salazar <mesillaced@mesillanm.gov>

Good afternoon. I would think at the corner of the other access road and La Mesilla Circle. That puts it 1000 feet from the other 4 hydrants in the area, giving the best coverage.

[Quoted text hidden]

---

**Edward Salazar** <mesillaced@mesillanm.gov>

Wed, Jun 25, 2025 at 2:56 PM

To: Adrian Renteria <adrianr@aeengineering.co>

Adrian,

Is this possible? If so, could you add it to the plans and resubmit?

Thanks

[Quoted text hidden]

---

**adrianr@aeengineering.co** <adrianr@aeengineering.co>

Wed, Jun 25, 2025 at 3:04 PM

To: Edward Salazar <mesillaced@mesillanm.gov>

Yes, I'll add it in.

[Quoted text hidden]

---

**Edward Salazar** <mesillaced@mesillanm.gov>

Wed, Jun 25, 2025 at 3:15 PM

To: adrianr@aeengineering.co

Awesome, thanks!

[Quoted text hidden]

---

**adrianr@aeengineering.co** <adrianr@aeengineering.co>

Thu, Jun 26, 2025 at 6:21 PM

To: Edward Salazar <mesillaced@mesillanm.gov>

Edward,

Please find attached revised Utility Plan. I made other changes to the plan that include the following:

- Added fire hydrant as requested
- Added Valve at the connection point
- Added a cap at the end of the waterline.

Please let me know if you have any questions. Thank you

[Quoted text hidden]

---

 **AE BERNAL LOT SPLIT-C-2-STAMP6-26-25.pdf**  
614K

---

**Edward Salazar** <mesillaced@mesillanm.gov>  
To: adrianr@aeengineering.co

Fri, Jun 27, 2025 at 9:24 AM

Good morning Adrian,  
Is there a reason we decided to place the hydrant on the private road rather than as suggested by our Fire Chief?  
Need to have an explanation when asked.  
Thanks,  
Eddie

[Quoted text hidden]

---

**adrianr@aeengineering.co** <adrianr@aeengineering.co>  
To: Edward Salazar <mesillaced@mesillanm.gov>

Fri, Jun 27, 2025 at 9:28 AM

I believe that option would still be open. I didn't see any suggestions as to where the Fire Chief would like the Fire Hydrant located. Let me know if there is a better location for this Fire Hydrant. Thanks

[Quoted text hidden]

---

**Edward Salazar** <mesillaced@mesillanm.gov>  
To: Adrian Renteria <adrianr@aeengineering.co>

Fri, Jun 27, 2025 at 9:41 AM

Chief Whited suggested the corner of La Mesilla Circle and the existing access road that leads to the back of the property.



----- Forwarded message -----

From: <gwhited@mesillanm.gov>

[Quoted text hidden]

[Quoted text hidden]

---

adrianr@aeengineering.co <adrianr@aeengineering.co>

Fri, Jun 27, 2025 at 2:35 PM

To: Edward Salazar <mesillaced@mesillanm.gov>

Cc: Sam Bernal <samtbernal.2615@gmail.com>

Thank you, sir. Is this something you would like to add as part of this plan set or is this something the town would do at a cost to the developer? Let me know how the town would like to proceed?

Also, wanted to see if you can send any As-built information you may have on the storm drain system on Calle Del Sur. Mr. Bernal would like me to look into the possibility of extending the storm drain system into the access road that would drain flows from the property into the existing storm drain.

From: Edward Salazar <mesillaced@mesillanm.gov>

Sent: Friday, June 27, 2025 9:42 AM

To: Adrian Renteria <adrianr@aeengineering.co>

Subject: Fwd: Bernal Property

Chief Whited suggested the corner of La Mesilla Circle and the existing access road that leads to the back of the property.



[Quoted text hidden]

**Edward Salazar** <mesillaced@mesillanm.gov>  
 To: adrianr@aeengineering.co  
 Cc: Sam Bernal <samtbernal.2615@gmail.com>, Lorenzo Astorga <lorenzoa@mesillanm.gov>

Fri, Jun 27, 2025 at 3:55 PM

Please include the hydrant in the plan set. As far as the drain depth system, I will tag Lorenzo, our Public Works director. He will be back in the office on Monday. He is out of the office and will be back on Monday.

Eddie  
[Quoted text hidden]

**Edward Salazar** <mesillaced@mesillanm.gov>  
 To: adrianr@aeengineering.co  
 Cc: Sam Bernal <samtbernal.2615@gmail.com>, Lorenzo Astorga <lorenzoa@mesillanm.gov>

Mon, Jul 7, 2025 at 9:57 AM

Good morning gentlemen,

Back in the office and following up on the plans. Any updates?

Eddie  
[Quoted text hidden]

**adrianr@aeengineering.co** <adrianr@aeengineering.co>  
 To: Edward Salazar <mesillaced@mesillanm.gov>  
 Cc: Sam Bernal <samtbernal.2615@gmail.com>, Lorenzo Astorga <lorenzoa@mesillanm.gov>

Mon, Jul 7, 2025 at 1:09 PM

Eddie,

I have revised the Utility plan to call out the Fire Hydrant as requested. Please see attached Utility Sheet.

[Quoted text hidden]

 <sup>108</sup> AE BERNAL LOT SPLIT-C-2-7-7-25.pdf  
752K

**Edward Salazar** <mesillaced@mesillanm.gov>  
To: Lorenzo Astorga <lorenzoa@mesillanm.gov>

Mon, Jul 7, 2025 at 3:18 PM

Mr. Lorenzo,  
Do you have any information on this I can forward to the engineer? Thanks  
[Quoted text hidden]

**Edward Salazar** <mesillaced@mesillanm.gov>  
To: Adrian Renteria <adrianr@aeengineering.co>  
Cc: Lorenzo Astorga <lorenzoa@mesillanm.gov>

Mon, Jul 14, 2025 at 11:46 AM

Adrian,  
I have attached the plans for the storm drain improvements as discussed. As soon as you get an update on them plans, let me know so we can move forward on this project.

Thanks,  
Eddie

 ROAD AND STORM DRAIN IMPROVEMENTS-  
AUGUST 2006.pdf  
[Quoted text hidden]

**adrianr@aeengineering.co** <adrianr@aeengineering.co>  
To: Edward Salazar <mesillaced@mesillanm.gov>  
Cc: Lorenzo Astorga <lorenzoa@mesillanm.gov>

Mon, Jul 14, 2025 at 5:19 PM

Eddie,

The attachment didn't come through.

[Quoted text hidden]

**Edward Salazar** <mesillaced@mesillanm.gov>  
To: adrianr@aeengineering.co  
Cc: Lorenzo Astorga <lorenzoa@mesillanm.gov>

Tue, Jul 15, 2025 at 9:08 AM

My apologies, here it is.  
[Quoted text hidden]

 bernalproperty (1).zip  
1406K

**Edward Salazar** <mesillaced@mesillanm.gov>  
To: adrianr@aeengineering.co

Tue, Jul 15, 2025 at 9:09 AM

Adrian,  
Is it just me or is the fire hydrant removed from the plans?

On Mon, Jul 14, 2025 at 5:19 PM <adrianr@aeengineering.co> wrote:  
[Quoted text hidden]

**adrianr@aeengineering.co** <adrianr@aeengineering.co>  
To: Edward Salazar <mesillaced@mesillanm.gov>

Tue, Jul 15, 2025 at 1:42 PM

Edward,

Yes, I removed from inside the property and placed it where the Chief requested. We had discussed putting one fire hydrant where it was better suited for the area.

[Quoted text hidden]

---

**Edward Salazar** <mesillaced@mesillanm.gov>  
To: adrianr@aeengineering.co

Tue, Jul 15, 2025 at 2:01 PM

I have attached the utility plan you just sent me. I thought Mr. Bernal wanted a drain to be installed to drain his 3 lots and connect to the drain on Calle del Sur. Secondly, I have attached both utility plans you sent. The first is the most recent that doesn't show the fire hydrant plan as the second one attached which does.

Can you please give me a call? I'm getting confused. Office 575-524-3262 x104

Thanks,  
Eddie

[Quoted text hidden]

---

**adrianr@aeengineering.co** <adrianr@aeengineering.co>  
To: Edward Salazar <mesillaced@mesillanm.gov>  
Cc: Lorenzo Astorga <lorenzoa@mesillanm.gov>

Fri, Jul 18, 2025 at 8:32 AM

Eddie,

I just noticed these are the plans we submitted over to you. Can you send me the plans that have the existing Storm Drain system. Thank you

[Quoted text hidden]

---

**Edward Salazar** <mesillaced@mesillanm.gov>  
To: adrianr@aeengineering.co  
Cc: Lorenzo Astorga <lorenzoa@mesillanm.gov>

Fri, Jul 18, 2025 at 9:13 AM

Here you go!

 ROAD AND STORM DRAIN IMPROVEMENTS-  
AUGUST 2006.pdf

[Quoted text hidden]

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**adrianr@aeengineering.co** <adrianr@aeengineering.co>  
To: Edward Salazar <mesillaced@mesillanm.gov>  
Cc: Lorenzo Astorga <lorenzoa@mesillanm.gov>

Fri, Jul 18, 2025 at 2:39 PM

Thank you sir. The plan set provided shows a storm drain system behind the curb and gutter stopping at a drop inlet approximately 180-feet east of Mr. Bernal's property. It looks like that storm drain was extended and a drop inlet was added along Calle Del Sur approximately 180-feet west of Mr. Bernal's property.

Mr. Bernal would like to extend the storm drain system into his property and connect into the existing storm drain system. I believe a 8-12-inch pipe would be sufficient to carry flows. I have created a markup to show proposed improvements. Please let me know your thoughts so we can proceed accordingly. Thank you

[Quoted text hidden]

 **AE BERNAL LOT SPLIT-C-2-STORM DRAIN.pdf**  
605K

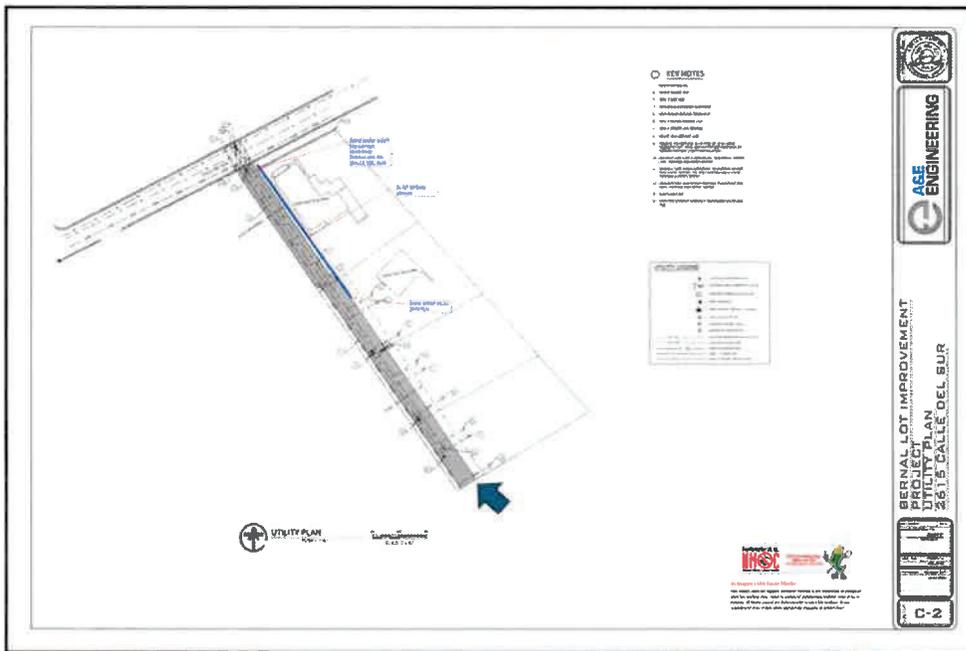
**Edward Salazar** <mesillaced@mesillanm.gov>  
To: adrianr@aeengineering.co  
Cc: Lorenzo Astorga <lorenzoa@mesillanm.gov>

Fri, Jul 18, 2025 at 2:58 PM

Thank you Adrian. I recall Mr. Bernal mentioned he wanted the drain line all the way to the back corner of the property adjacent to the private road. You might want to confirm that or maybe you already spoke with him. Other than that, I think that is all I need.

I have posted notices today for August 4, 2025 at 5pm. We will be having a hearing on this case for approval.

Eddie



[Quoted text hidden]



# SOUTHWEST ENGINEERING, INC.

475 Archuleta Road  
Las Cruces, New Mexico  
88005

Phone 575-526-3381  
Fax 575-526-1762

April 28, 2025

Mr. Sam T. Bernal  
P. O. Box 56  
Mesilla, New Mexico 88046

Re: Pavement Design Report  
Dan Lowry Subdivision, Mesilla, New Mexico  
SEI-45068

Dear Mr. Bernal;

Southwest Engineering Inc. is pleased to present the enclosed Pavement Design Report for the above referenced project. The report outlines the required pavement structure needed to carry the anticipated vehicle loads accessing the newly created subdivision lots.

Should you have any questions, require any further information or if any portion of the report requires modification to meet your specific needs, please do not hesitate to contact our office.

Sincerely;

SOUTHWEST ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'Paul J. Pompeo', is written over a horizontal line.

Paul J. Pompeo, P.E.  
President



**PAVEMENT DESIGN REPORT  
DAN LOWRY SUBDIVISION  
LAS CRUCES, NEW MEXICO**

Prepared for

Mr. Sam T. Bernal  
P. O. Box 56  
Mesilla, New Mexico 88046

April 28, 2025

This document was prepared under the supervision and direction of the undersigned whose seal as a Professional Engineer, licensed to practice as such in the State of New Mexico, is affixed below.



Paul J. Pompeo, P.E.

11490  
NMPE Number

04/28/2025  
Date



**PAVEMENT DESIGN REPORT  
DAN LOWRY SUBDIVISION**

**1.0 INTRODUCTION**

As part of the development of the proposed Dan Lowry Subdivision, a pavement design report will be required to design a pavement structure adequate to carry the anticipated vehicular traffic from the proposed lots. This report will address the following project requirements, as applicable:

- Determine traffic volume access the proposed roadway
- Analyze site subgrade soils.
- Design appropriate pavement structures meeting project requirements.

**2.0 PROJECT LOCATION & DESCRIPTION**

The subject property is located at 2615 Calle del Sur in Mesilla, New Mexico within the Dan Lowry Subdivision. A proposed subdivision replat of the property will be submitted to the Town of Mesilla to create a total of four residential lots from the two existing land tracts. The existing lot fronting Calle del Sur will continue to take access at this location. The remaining three lots will take access from the new roadway within the subdivision. The location of this access roadway is shown on the attached preliminary subdivision map. This pavement design shall meet the requirements of the Town of Mesilla. Applicable subdivision regulations require that proposed subdivision roadways providing legal access to land parcels be improved with roadway surfacing adequate to handle the anticipated traffic from the creation of additional lots.



### **3.0 GEOMETRIC EVALUATION**

The existing access routes to the property have the following characteristics:

<b>Roadway Geometric Properties</b>				
Road Name	Disposition	R/W & Easement Width (ft)	Proposed Travel Surface Width (ft)	Proposed Roadway Surfacing
Dan Lowry Subdivision Roadway	Easement	20' and 35'	± 20'	Base Course OR HMAC Surfacing

The proposed travel surface of the impacted roadway is a minimum width of 20 feet. Due to the minimal number of lots access this driveway and the very limited potential of additional lots being added to this access route in the future, there is no engineering basis to require an additional roadway width.

### **4.0 PAVEMENT DESIGN METHODOLOGY**

This pavement design follows the procedures outlined in the latest edition of the NMDOT Design Manual, Section 620 "Surfacing Materials and Pavement Design", "Guidelines for Design of Pavement Structures" by the American Association of State Highway and Transportation Officials (AASHTO), the latest edition of the "Structural Design Guide for Flexible Pavements", Bulletin 102 by the New Mexico Department of Transportation.

### **5.0 MATERIAL PROPERTIES**

For this pavement analysis and design, in-situ soil samples were taken from the project area. The general field sampling procedures employed by SEI are summarized in ASTM Specification D-420 entitled "Investigation and Sampling Soils and Rocks for Engineering Purposes." This recommended practice lists recognized methods for determining soil and rock distribution. Once sampling is complete, soils are classified in general accordance with the procedures outlined in ASTM Specification D-2488.



## 5.1 SAMPLING LOCATIONS & SOIL CLASSIFICATIONS

Material Testing Data				
Location	Depth, inches	Soil Description	ASTM	AASHTO
Bore 1 ±224' South of Calle del Sur	0 to 24	Brown Clay	CL	A-6
	24 to 60	Light Tan Silty Sand	SP-SM	A-2-4

## 5.2 PHYSICAL SOIL PROPERTIES

Sieve Analysis											
Location	Depth, inches	% Passing							PI	LL	"R" Value
		1"	½"	#4	#10	#40	#80	#200			
Bore 1 ±224' South of Calle del Sur	0 to 24			100	98	91	76	62.2	11	23	11
	24 to 60			100	93	86	41	11.8	N/P	N/P	55



## 6.0 SURFACING ANALYSIS

### 6.1 TRAFFIC VOLUMES

A review of the proposed Claim of Exemption documents, the existing number of existing lots utilizing the existing roadway and the visualized existing traffic volumes on the roadway yields the following number of vehicles, per type that use this roadway. These are:

<b>San Gabriel Road Traffic Volumes - Total Yearly Trips</b>				
Vehicle Type	FHWA Class	AASHTO Designation	ESAL's per Vehicle	Total Trips per Year
Passenger Car	2	PC-C	0.0001	5,475
Pickup Truck/SUV	3	2a-4t	0.0004	5,475
2-Axle 6-Tire Trucks (Bus & Delivery)	5	2a-SU	0.2600	312
3-Axle Single Unit Trucks (Fire Truck)	6	3a-SU	0.4200	2
Total ESAL's per Year				112



## 6.2 SURFACING ANALYSIS FACTORS

The following pavement analysis factors shall be used in the analysis of this roadway.

Traffic & Pavement Loading Parameters	
<b>San Gabriel Road</b>	
Total EASL's per Year	112
Calculated ADL per Lane	0.15
Calculated Required Structural Number ( $SN_R$ )	0.66

Soil Design Parameters	
Surface Layer (R-Value), minimum	11
Soil Support Value (S)	3.1
Subgrade Drainage Coefficient (Dona Ana County)	1.0

Pavement Evaluation Parameters	
Pavement Design Life, years	10
Serviceability Index, $P_t$	1.5
Pavement Reliability, %	50
Layer Coefficient – Base Course	0.05
Layer Coefficient – HMA	0.39
Pavement Section Options	
OPTION 1 – 6 inches Base Course, $SN_D$	0.66
OPTION 2 – 1.5 inches HMA over 4 inches Base Course, $SN_D$	1.03



## **7.0 PAVEMENT DESIGN & RECOMMENDATIONS**

For this project area, two different pavement sections can be utilized to adequately carry the anticipated traffic loads. The first would be a 6-inch layer of base course material over 12 inches of compacted subgrade materials. The second would be 1.5 inches of HMA pavement over 4 inches of base course over 12 inches of compacted subgrade materials. The soil materials shall be placed at 95% of ASTM D1557. The proposed pavement sections will be capable of adequately carrying the traffic loading of a 75,000-pound fire apparatus as well as daily regular traffic.

The roadway segment shall be constructed slightly above the surrounding grades to the east and west. Drainage from the standard crowned roadway surfacing shall drain to the adjacent lands. There are no observed drainage features that cross the roadway based on the existing area topography. As such no drainage improvements are required. After each storm event in this area, the property owners must inspect the access route. They shall backfill/compact any eroded areas back to the original roadway elevation, as required, if necessary.

Periodic maintenance of the roadway is required for this recommendation to be valid. If during routine maintenance, the road surface is required to be re-shaped, no low sections in the road surface shall be created that will allow for the ponding water within or adjacent to the traveled roadway section.

## **8.0 LIMITATIONS**

This report was prepared to determine the required pavement thicknesses for the proposed subdivision. The information contained within this report shall not be used for any other purpose without review and express written permission of Southwest Engineering, Inc.



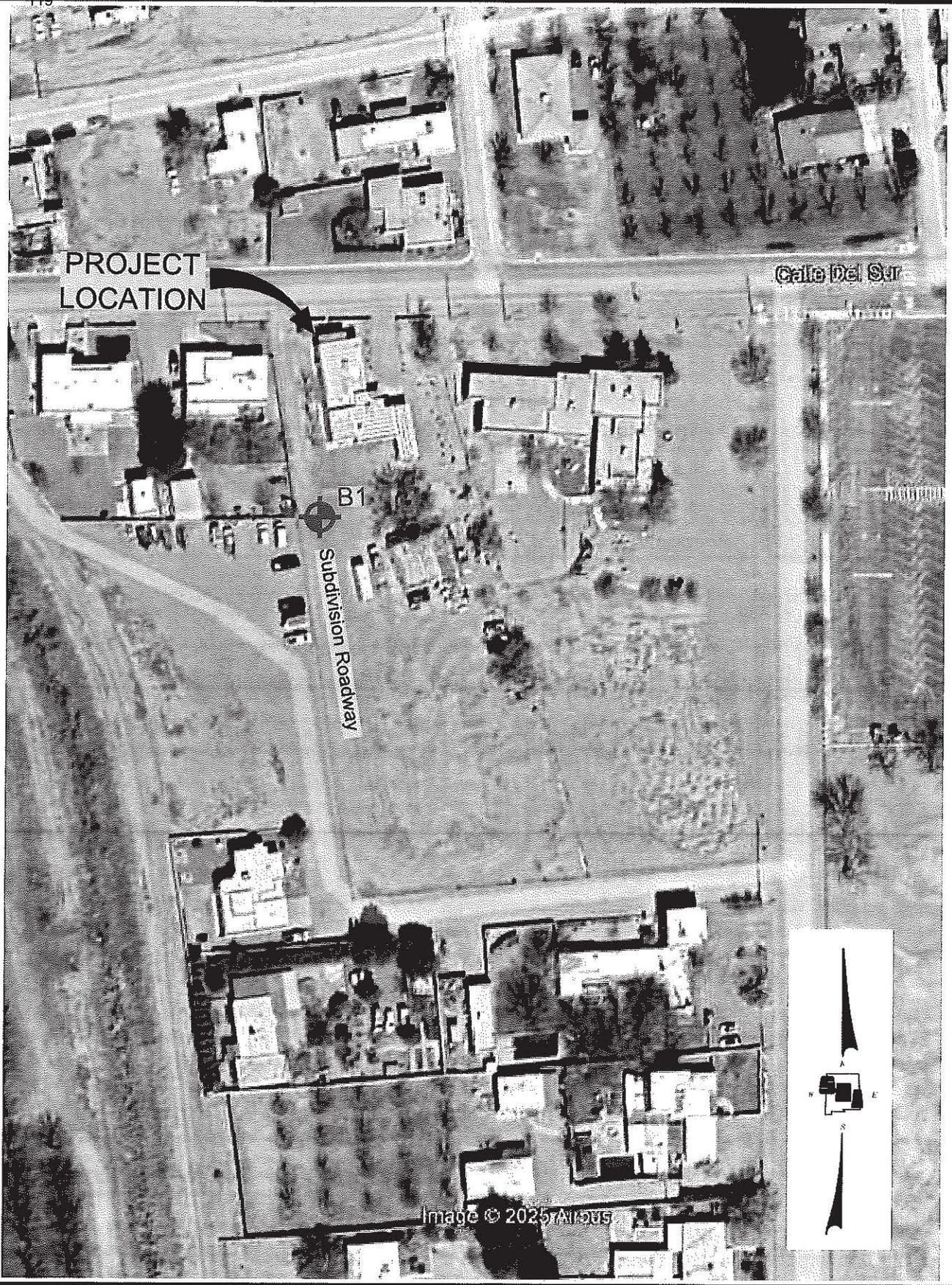


Image © 2025 AI5615



PAVEMENT DESIGN  
 BORE LOCATION MAP  
 DAN LOWRY SUBDIVISION  
 MESILLA, NEW MEXICO

NO REVISIONS
DATE
28APR25

PROJECT NUMBER	45068
DRAWING NUMBER	SL-1

### WARRANTY DEED

Jack L. Woods and Blanche E. Woods, his wife  
 to Sam T. Bernal and Beatrice G. Bernal, his wife, for consideration paid, grant  
 whose address is P.O. Box 56, Mesilla, N.M. 88046  
 the following described real estate in Dona Ana County, New Mexico:

Tract #3, Dan Lowry Subdivision in the County of Dona Ana, State of New Mexico, as shown and designated on Plat thereof filed for record in the office of the County Clerk of said County on October 26, 1977, recorded in Plat Book 12, Page 140, Plat #897, Plat Records, Dona Ana County, New Mexico.

Subject to reservations, restrictions and easements of record.



with warranty covenants.  
 WITNESS our hand and seal this 25th day of MAY, 1984

*Jack L. Woods* (Seal) (Seal)  
*Blanche Elaine Woods* (Seal) (Seal)

#### ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO }  
 COUNTY OF DONA ANA } ss.  
 The foregoing instrument was acknowledged before me this 25th day of MAY, 1984  
 by JACK L. WOODS AND BLANCHE ELAINE WOODS  
 (Name or Names of Person or Persons Acknowledging)  
 My commission expires 1/11/87  
*Jack G. Madrid*  
 Notary Public

FOR RECORDER'S USE ONLY  
 State of N. Mex., Co. of Dona Ana, ss  
 RECEPTION NO. 8917 I hereby  
 certify that this instrument was filed  
 for record and duly recorded on.  
 APR 23 1997  
 at 1:48 o'clock P M is  
 Book 87 Page 208 of the  
 Records of said County,  
 Dona Ana County, Clerk  
*Theresa Ortega* DEPUTY

#### ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO }  
 COUNTY OF } ss.  
 The foregoing instrument was acknowledged before me this  
 day of , 19  
 by (Name of Officer)  
 (Title of Officer) of (Name of Corporation Acknowledging)  
 a corporation, on behalf of said corporation.  
 (State of Incorporation)  
 My commission expires:  
 (Seal) 208 65 Notary Public



**DAN LOWRY SUBDIVISION**  
**BENG PART OF U.S.R.S. TRACTS 11B-44, -58 AND -59**  
**LOCATED IN SECTION 36, T23S, R1E, U.S.R.S. SURVEYS**  
 TOWN OF MESILLA, DONA ANA COUNTY, NEW MEXICO

SCALE: 1"=100'

SEPTEMBER 1977

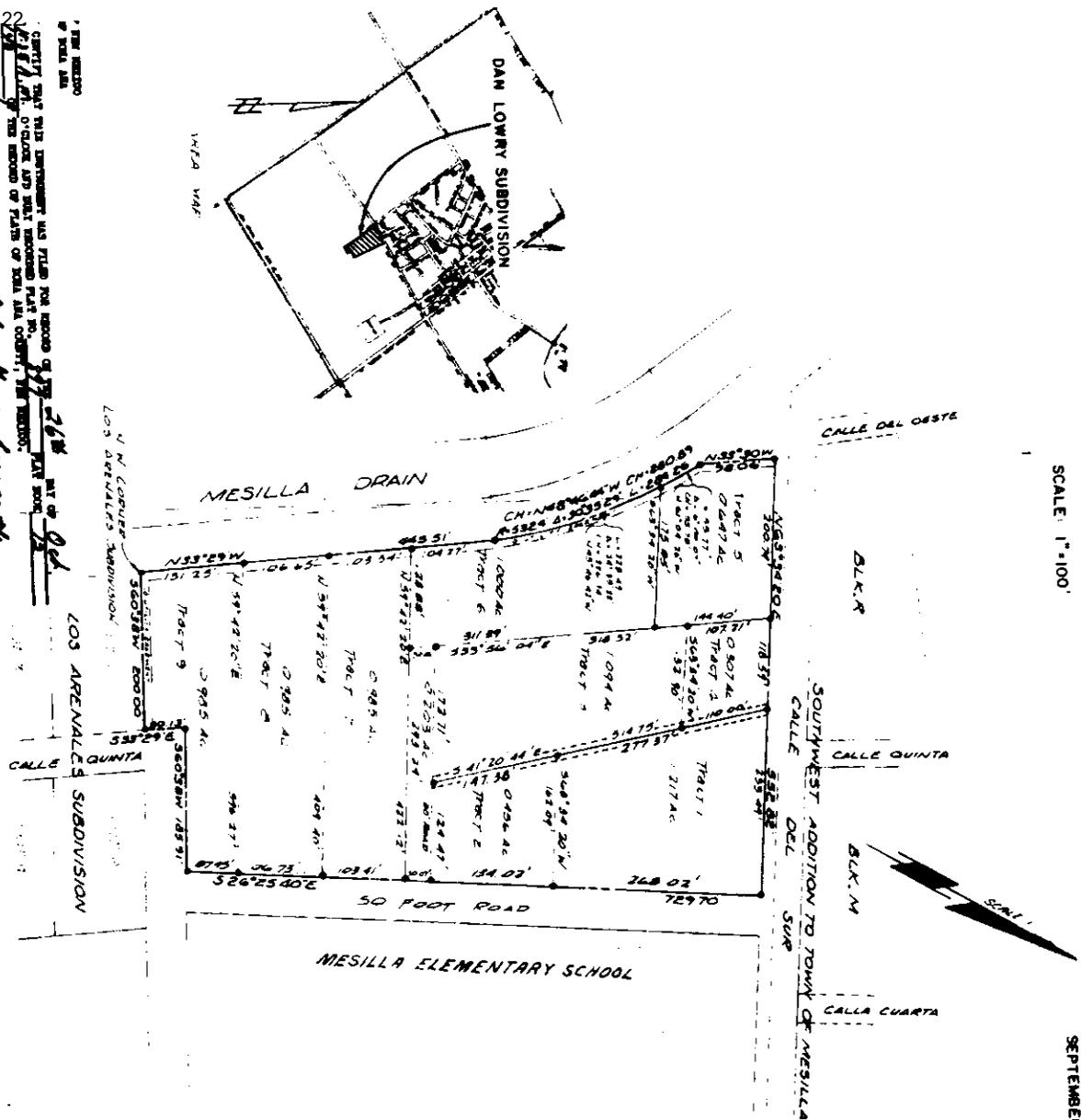


EXHIBIT "A"

BEFORE ALL MEASUREMENTS, that we the undersigned surveyor do hereby certify that certain parts of land located in the County of Dona Ana, State of New Mexico, to-wit: Tracts 1, 2, 3, 4, 5 and 6 of the Dan Lowry Subdivision, as shown on the plat of said subdivision, and which is more particularly described by laws and orders as follows:

That the line of the southeast corner of the subdivision herein described being a point on the line of the Mesilla Drain identical with the southeast corner of Tracts 11B-59 and 11B-58 of the Mesilla Drain, 445.54 feet along the line of Mesilla Drain to a point of intersection with the line of the Mesilla Drain, 117.70 feet to the southeast corner of this tract; thence S. 85° 31' 00" W., 94.06 feet to the southeast corner of this tract; thence S. 85° 31' 00" W., 179.70 feet to the southeast corner of this tract; thence S. 85° 31' 00" W., 179.70 feet to the southeast corner of this tract; thence S. 85° 31' 00" W., 94.06 feet to the southeast corner of this tract; thence S. 85° 31' 00" W., 179.70 feet to the southeast corner of this tract; thence S. 85° 31' 00" W., 94.06 feet to the southeast corner of this tract.

Public utility easements are shown on the plat providing the right to enter upon and to construct, operate, maintain and remove distribution lines including overhead/underground cables, poles, wires and fixtures and the right to use any interfering trees or shrubs.

The subdivision shown herein is to be known as the Dan Lowry Subdivision.

*Robert E. Shively*  
 Surveyor

THE FOREGOING INSTRUMENT BEING ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1977.

MEHILLA TOWN COUNCIL APPROVAL

THE ACCOMPANYING CERTIFICATE BEING STATED AND CORRECTLY LISTED OF THE TOWN OF MESILLA AND SAME REFERRED TO AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF MESILLA.

BY: *Robert E. Shively*  
 Surveyor

BY: *Henry A. Boyer*  
 Henry A. Boyer Co., Surveyors

BY: *Donald H. Wood*  
 Donald H. Wood & Co., Surveyors

CERTIFY THAT THIS INSTRUMENT HAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF DONA ANA COUNTY, NEW MEXICO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1977.

By: *Michael Edward Boyer*  
 Michael Edward Boyer, County Clerk

**BOARD OF TRUSTEE  
REGULAR MEETING  
March 12, 2007  
7:00PM**

1  
2  
3  
4  
5  
6 **MAYOR:** Michael M. Cadena

7  
8 **TRUSTEES:** Mayor Pro Tem Caro Trustee Barraza  
9 Trustee Williamson Trustee Nelson (telephonically)

10  
11 **STAFF:** Juan Fuentes, TC/T Rosanne Herrera, Secretary  
12 Steve Decker, CDD Angelo Vega, Marshal  
13 Chad Zecha, Fire Chief Kristie Medina, SEC  
14 Debbie Lujan, PWD

15  
16 **PUBLIC:** Pat Taylor John Sullivan Sam Bernal  
17 Xavier Jurado Richard Bombach Arturo Jurado  
18 Steve Loman Andy Hume Chris Alexander  
19 Ray Quesada R. Valenzuela Patricia Arrowood  
20 Robert (unknown) Craig Ricketts Gabriel Fresquez  
21 Enrique Salas Ralph Rios Arthur Vega  
22 Robert Gutierrez Tracy Gutierrez  
23

24 **PLEDGE OF ALLEGIANCE**

25 Mayor Cadena led the Pledge of Allegiance.  
26

27 **ROLL CALL AND DETERMINATION OF A QUORUM**

28  
29 **Roll Call.**

30 **Present:** Mayor Cadena, Mayor Pro Tem Caro, Trustee Barraza, Trustee Nelson, Trustee  
31 Williamson.  
32

33 **CHANGES TO THE AGENDA**

34  
35 **Motion: Action:** Approve agenda **Moved by** Trustee Barraza **Seconded by** Mayor Pro Tem  
36 Caro

37  
38 Mayor Cadena stated he would move item #1 to the last case under cases recommended for  
39 approval by P&Z.  
40

41 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4).

42 **Yes:** Mayor Pro Tem Caro, Trustee Barraza, Trustee Williamson and Trustee Nelson.  
43

44 **ACCEPTANCE OF THE CONSENT AGENDA**

45  
46 **Motion: Action:** Approve consent agenda, **Moved by** Mayor Pro Tem Caro **Seconded by**  
47 **Trustee Barraza**

48  
49 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4).

50 **Yes:** Mayor Pro Tem Caro, Trustee Barraza, Trustee Williamson Trustee Nelson.

1

\*2 **MINUTES:**

3 1. Regular Meeting February 26, 2007.

4

5 **CASES RECOMMENDED FOR APPROVAL BY THE PLANNING, ZONING AND**  
6 **HISTORICAL APPROPRIATENESS COMMISSION (PZHAC):**7 **2. Case 2006-144; A variance request to the MTC requirement for 100 feet lot**  
8 **frontage for the four (4) lots around the cul-de-sac in the proposed Los Reyes**  
9 **subdivision.**

10

11 **Motion: Action: Approve Case 2006-144, Moved by Mayor Pro Tem Caro**  
12 **Seconded by Trustee Barraza**

13

14 Ms. Gentile gave an overview of the case and stated that this was a three part case which involved  
 15 a zone change on a .31 acre piece of property between the Gillem lateral and the subject property  
 16 zoned RF. The reason for the variance request is that there are four lots that front on a  
 17 subdivision and our subdivision regulations do not define the lot frontage for a lot on a cul-de-  
 18 sac. Most communities have some definition for lot frontage on a cul-de-sac because the shape of  
 19 a lot is different. In most instances it is impossible to meet the standard lot frontage particularly  
 20 in Mesilla because we have a 50 ft radius required. The variance is subject to the subdivision  
 21 regulations 17.40.010 in which you can vary, modify or waive certain requirements within the  
 22 subdivision regulations. This first goes through the P&Z with a recommendation from them, but  
 23 the final decision will rest with the BOT. She explained that she had given the P&Z an overview  
 24 of other precedent cases for the Town of Mesilla. In 1974, the Bason Manor subdivision was  
 25 farmland with a blanket variance creating 80' x100' lots. There were eight lots on the cul-de-sacs  
 26 within that subdivision and all eight of lots did not have 80ft frontage and they ranged from 49.5'  
 27 to 78.14' frontage. In 1983, the Pinewood Cove subdivision came through the Town and all lots  
 28 were on a 60ft radius cul-de-sac and these lots were one acre in size with an easement that  
 29 accessed them. The two lots that were solely on the cul-de-sac were 90' and 98' and technically  
 30 they had no frontage because of the easement. In 1984, Los Castillos del Sol subdivision came  
 31 through the Town which was a residential subdivision with R1 zoning with four lots on cul-de-  
 32 sacs and of these lots three of them had less than 100' of frontage. In 1987, Mesilla Farms  
 33 subdivision was zoned HR and the requirement for HR is 80'x100' minimum lot size and all lots  
 34 within the cul-de-sacs met the proper frontage. In 1990, the Buena Tierra subdivision had only  
 35 easements that accessed the lots. There were four lots that fronted solely on a cul-de-sac with 78'  
 36 of frontage. There was an amendment to our current subdivision regulations in 1989 and again in  
 37 2001, however in 2001 nothing was done with lot frontages. She believed that the change in the  
 38 1972 subdivision regulations occurred in 1989. The Buena Tierra subdivision was required to  
 39 have a 200' frontage and it had 78' for each of the four lots. In 2000 and 2004, the Mackenzie  
 40 tract subdivision had two consecutive summary subdivisions and both times the subdivision  
 41 ended with a cul-de-sac and the frontage was less than 100' whereas 200' of frontage was  
 42 required. In her review of cul-de-sacs in the Town there were some instances when lot frontage  
 43 was met and some where they were not met. It appeared to have been done on a case by case  
 44 basis and she thought the P&Z and the BOT had the authority to examine each case taking into  
 45 consideration 17.40.010. She felt it was completely within the BOT's abilities to decide to vary  
 46 this requirement within the subdivision regulations. The survey plat was also included in the  
 47 application along with information from the Comprehensive Plan. The Comprehensive Plan was  
 48 a tool to encourage development as a means to provide single family residences. It was also  
 49 considered an agricultural preservation tool in the sense that it is infill development. Infill  
 50 development provides properties for people to develop for single family residences.

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Mayor Cadena asked what the process would be if anyone from the Town wanted to appeal the decision of the P&Z. It was pointed out to him that they would have 10 days to appeal and this being the seventh day he wondered how the BOT could act on the case.

Ms. Gentile stated that her understanding of any process in the Town is that the P&Z is a recommending body and the decision now rests with the BOT for final approval. An appeal won't come in until a final approval has been made. Based on the decision made this evening an individual would have 10 days to appeal the decision.

Trustee Barraza asked if a public hearing was required for this case.

Ms. Gentile stated that 17.40.010 refers to variance and exceptions and it clearly states when a variance, exception modification or waiver is allowed. The other type of variance the Town has is in the zoning regulation which is of a separate nature and this has a requirement for a public hearing. In actuality this case had a public hearing in the fact that the lot frontages were discussed at a public hearing on the preliminary plat. The variances were required to be submitted in writing at the time the preliminary plat was filed and that has been done and the public hearing was held for the preliminary plat and public input was taken on all issues. It is not specifically requiring a public hearing in the same sense as the zoning regulations.

Trustee Barraza asked how wide the frontage was on the four lots.

Dave Blanchard, engineer stated that the lot widths met Town Code. The lot frontage is in the 46'-48' range but all lots met the setback line of 100', met lot depth and lot area and all have sufficient front yard. They met town code except for frontage.

Mr. Decker stated that at the P&Z meeting there was discussion about having standard distances on cul-de-sacs making it difficult to develop because of the structure of the layout of the land. They also felt it should be dealt with on a case by case basis.

Trustee Nelson asked what the nay vote was about at the P&Z meeting.

Mayor Cadena stated that the objective of the 100' frontage was for safety. He wanted it clarified that all the homes were designed to accommodate a fire truck and confirmed with Mr. Jurado that this would be worked into the covenants of the subdivision.

Mr. Blanchard stated a fire truck would be able to get in and out and wanted to be less than 600' from a hydrant to the fire and they were well under that with every lot.

Mr. Sullivan explained his nay vote at the P&Z meeting. He stated there were three issues he saw as concerns during the P&Z meeting. He did not think he had all the facts to make a decision. The way he read the code he felt a public hearing was needed and recommended postponement until this could be verified. The variance is to allow a change that brings a feature in compliance with code and he did not think the variance was the right tool to change the code. There were complete presentations on cul-de-sacs, but no documentation was presented and felt many were grandfathered in. They were designed to comply with older codes and irrelevant to the case at hand. The code dictated other features of the subdivision and he was not convinced that the variance process had been followed. The decision now was whether to address this and move forward. He suggested considering what was in the long term best interest for Mesilla.

1 Ms. Gentile clarified that a variance was not a way to correct a problem; however we have a cul-  
2 de-sac requirement and no means of defining lot frontage on a cul-de-sac. It is challenging in the  
3 R1 zone and Mesilla Verde was the only one that met lot frontages and that was because of the  
4 geographical layout of land. She explained that 17.40 “variances and exceptions” is specifically  
5 written into the subdivision regulations so that on a case by case basis the P&Z can vary, waive,  
6 and modify the requirements. In this situation it states that when strict compliance with the  
7 requirements would result in inhibiting the achievement of the objective of the regulations then  
8 the P&Z may vary, waive or modify the regulations. If we do not allow lot frontage to be less  
9 than 100’ on a cul-de-sac then maybe we would inhibit the entire single family subdivision. The  
10 only thing being requested is a variance for lot frontage. She thought that the interpretation was  
11 appropriate and it did not specify having a public hearing. There had also been opportunity for  
12 the public to have input. The examples of subdivisions were not grandfathered and were  
13 specifically brought in the Town and reviewed by the Town.

14  
15 Xavier Jurado stated that the case had been advertised and there had been many meetings to  
16 discuss the case. During the P&Z meeting the vote was 4-1 so there was enough representation.  
17 He brought attention to 17.3.020 Design Standards “the character, extent, width and location of  
18 all streets shall conform to the master plan and policies of the Town and shall be consistent and  
19 appropriate in their relationship to existing and planned streets.” He felt the neighborhood was  
20 appropriate and consistent with the surrounding area.

21  
22 Chris Alexander reaffirmed his support for this type of subdivision, but felt the lots had to meet  
23 the 100’ frontage requirement and they are over 50% short of standard. The appeal process  
24 allows any one to make their point known and when the P&Z makes a decision it is left for  
25 anyone to appeal the process if unhappy with the decision. He referred to presentations of  
26 previous subdivision cul-de-sacs and they were all conclusively outside of the R1 zone. He felt  
27 that the subdivision needed to go back to replat to see if the lots met minimum standards. He  
28 doubted that the Town was following the process or that staff recognized what the process was.  
29 He referred to 18.85.220 which had the effective date for the time for an appeal. He felt that if  
30 the BOT acted tonight they would be out of order in not allowing due process to take place.

31  
32 Arturo Jurado clarified that Los Castillos Del Sol subdivision was R1 and it had two lots that  
33 were non-conforming.

34  
35 Ms. Gentile clarified that chapter 18.85 were zoning regulations and there was a very clear and  
36 distinct variance process that was outlined in the zoning regulations. Section 17.40 specifically  
37 addresses variances and exceptions with regard to subdivisions. If Section 17.40 cross referenced  
38 chapter 18.85 then we would need to follow that process. The Town previously sought legal  
39 opinion for separate variance procedures. Section 17.40 addresses when you want to vary,  
40 modify or make an exception to the subdivision regulations and it doesn’t specify the same  
41 process that was referred to in the zoning regulations.

42  
43 Trustee Nelson asked if approving a variance changed the code. He wanted it clarified that there  
44 were no safety issues.

45  
46 Mayor Cadena stated that the BOT would not be changing the code by approving a variance they  
47 would be approving a variance to the code. The process has taken place and it now lies with the  
48 BOT who can approve or deny. The P&Z has recommended approval and the applicant has the  
49 right to submit. The attorney has stated that these should be handled on a case by case basis, but  
50 there may be a time separate of this case to review the ordinance itself and specify what is and  
51 what is not allowed in cul-de-sacs.

1 Fire Chief stated the plans had been reviewed and the width and setback met the fire code. It also  
2 met the 50ft minimum radius and in his opinion there were no safety concerns.

3  
4 Chris Alexander stated that during the appeal process the BOT makes a final decision and for the  
5 BOT decision to be appealed it has to be appealed through a district court. He felt this was a  
6 misinterpretation by staff as to what the process was. The P&Z recommendation is followed by a  
7 10 day window for appeal and after the 10 days it goes for final decision to the BOT.

8  
9 Ms. Gentile stated that based on 18.82.60 it was clear that an individual could have appealed  
10 however; it does not state there is a required 10 day waiting period. She felt that it was a  
11 significant fact that an appeal had not been filed before this meeting. There was an opportunity  
12 for the P&Z decision to be appealed and there were none on file.

13  
14 **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4.

15 **Yes:** Mayor Pro Tem Caro, Trustee Barraza, Trustee Nelson, Trustee Williamson.  
16

17 **3. Case: 2007-035: 2975 Snow, Barry Stout, a building permit to construct an**  
18 **addition to an existing residence. Zone: RA**

19  
20 **Motion: Action:** Approve Case 2007-035, **Moved by** Mayor Pro Tem Caro  
21 **Seconded by** Trustee Barraza

22  
23 Mr. Decker stated the plans were reviewed by the Building Inspector and the P&Z recommended  
24 approval.

25  
26 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4).

27 **Yes:** Mayor Pro Tem Caro, Trustee Barraza, Trustee Nelson, Trustee Williamson.  
28

29 **4. Case: 2007-036: 1622 W Union, Steve Loman, a building permit application to**  
30 **construct a 1100 SF garage/storage/workshop. Zone: RF.**

31  
32 **Motion: Action:** Approve Case 2007-036, **Moved by** Trustee Barraza **Seconded by** Mayor Pro  
33 Tem Caro

34  
35 Mr. Decker stated the Building Inspector reviewed plans and it met all codes. The P&Z  
36 recommended approval.

37  
38 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4).

39 **Yes:** Mayor Pro Tem Caro, Trustee Barraza, Trustee Nelson, Trustee Williamson.  
40

41 **5. Case: 2007-038: 1368 Snow Road, Shannon Killingsworth, a building permit**  
42 **application for a new residence. Zone: RF.**

43  
44 **Motion: Action:** Approve Case 2007-038, **Moved by** Trustee Barraza **Seconded by** Mayor Pro  
45 Tem Caro

46  
47 Mr. Decker stated the plans were reviewed by Building Inspector and it met town code. The P&Z  
48 reviewed and recommended approval.

49  
50 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4).

1 **Yes:** Mayor Pro Tem Caro, Trustee Barraza, Trustee Nelson, Trustee Williamson.

2  
3 **NEW BUSINESS:**

4 **6. Authorization for the Marshal Department to transfer the 2006 Harley Davidson**  
5 **Motorcycle to the Dona Ana County Sheriff's Department for return of assets of equal**  
6 **or greater value. (Added on 3-9-07)**

7  
8 **Motion: Action:** Approve the authorization for the Marshal Dept. to transfer the 2006 Harley  
9 Davidson Motorcycle to the DAC Sheriff's Dept for return of assets of equal or greater value,  
10 **Moved by** Mayor Pro Tem Caro **Seconded by** Trustee Barraza

11  
12 Marshal Vega stated that the department owned a 2006 Harley Davidson and due to the shift  
13 change process it was difficult to utilize a motorcycle during the graveyard shift. In cooperation  
14 with Sheriff Garrison, he has offered to make asset trades for the motorcycle to the Town. We  
15 should be able to better utilize what he has to offer. Sheriff Garrison has offered a 1999 Grand  
16 Marquis, a 1999 Dodge Ram pickup, a 1998 Ford pick up and two brand new ATV's. The total  
17 of the assets would be approximately \$26,000.

18  
19 Trustee Williamson wanted to know what the specific uses would be for the vehicles.

20  
21 Marshal Vega stated the sedan vehicle would be fully marked and equipped and used as a patrol  
22 vehicle. The Town will use the trucks to perform animal control and codes enforcement. At this  
23 time the department will utilize all equipment.

24  
25 Trustee Barraza asked if one of the trucks could be utilized by the Public Works department if  
26 need be.

27  
28 Marshal Vega stated the Marshal's Dept. would support the PW department as needed.

29  
30 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4).

31 **Yes:** Mayor Pro Tem Caro, Trustee Barraza, Trustee Nelson, Trustee Williamson.

32  
33 **7. For Adoption: A proclamation for the Golden Apple Foundation of New Mexico**  
34 **'Tribute to Teacher Excellence Day'.**

35  
36 **Motion: Action:** Approve a proclamation for the Golden Apple Foundation of New Mexico  
37 "Tribute to Teacher Excellence Day", **Moved by** Mayor Pro Tem Caro **Seconded by** Trustee  
38 Barraza

39  
40 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4).

41 **Yes:** Mayor Pro Tem Caro, Trustee Barraza, Trustee Nelson, Trustee Williamson.

42  
43 **8. Request for waiver of fees by the Camino de Vida to host the 2007 International**  
44 **AIDS Candlelight Memorial on the plaza Sunday, May 20 at 7 p.m., per letter dated**  
45 **Jan. 9, 2007.**

46  
47 **Motion: Action:** Approve a request for waiver of fees by the Camino de Vida to host the 2007  
48 International AIDS Candlelight Memorial on the plaza Sunday, May 20 at 7pm, **Moved by**  
49 Trustee Barraza **Seconded by** Trustee Williamson

1 Kristie Medina, SEC stated this was the fourth year that the event would be held on the Plaza.  
2 No services from the Town would be required.

3  
4 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4).

5 **Yes:** Mayor Pro Tem Caro, Trustee Barraza, Trustee Nelson, Trustee Williamson.  
6

7 **9. Request for waiver of fees by the 108<sup>th</sup> Army Band from Arizona to provide a free**  
8 **public concert on the plaza Wednesday, Aug. 1 at 6 p.m., per email dated March 6,**  
9 **2007.**

10  
11 **Motion: Action:** Approve a request for waiver of fees by the 108<sup>th</sup> Army Band to provide a free  
12 public concert on the Plaza Wednesday, August 1 at 6pm, **Moved by** Trustee Barraza **Seconded**  
13 **by** Mayor Pro Tem Caro

14  
15 Ms. Medina stated the Army Band was asking for use of the Plaza and would not be asking for  
16 any support services from the Town.

17  
18 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4).

19 **Yes:** Mayor Pro Tem Caro, Trustee Barraza, Trustee Nelson, Trustee Williamson.  
20

21 **10. Approval of Mayor Cadena recommendation to appoint Angelo Vega to the**  
22 **position of Mesilla Marshal.**

23  
24 **Motion: Action:** Approve Mayor Cadena's recommendation to appoint Angelo Vega to the  
25 position of Mesilla Marshal, **Moved by** Trustee Barraza **Seconded by** Trustee Williamson

26  
27 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4).

28 **Yes:** Mayor Pro Tem Caro, Trustee Barraza, Trustee Nelson, Trustee Williamson.  
29

30 **11. Approval of Mayor Cadena recommendation to appoint Kevin Hoban to the**  
31 **position of interim Fire Chief.**

32  
33 **Motion: Action:** Approve Mayor Cadena's recommendation to appoint Kevin Hoban to the  
34 position of interim Fire Chief, **Moved by** Trustee Williamson **Seconded by** Trustee Barraza

35  
36 Mayor Cadena commended Chief Zecha for all his years of service to the Town. He has set the  
37 standard for the department and he presented him with a memento of Mesilla. He received a lot  
38 of input from firefighters and spoke with Mr. Hoban and recommended him to the position of  
39 interim Fire Chief without hesitation.

40  
41 Mr. Hoban stated he started serving with the Town five years ago as the department Chaplain, but  
42 also responded as a firefighter and paramedic. He developed close relationships within the  
43 department and was honored to be recommended for the position. His background has been  
44 mostly in the EMS area and the Mayor expressed concern about gaining more experience and  
45 knowledge in the fire science area. He stated he would dedicate his education from this point on  
46 to support the Town and make it a safe place to live.

47  
48 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4).

49 **Yes:** Mayor Pro Tem Caro, Trustee Barraza, Trustee Nelson, Trustee Williamson.  
50

1 **12. Presentation and request by Andy Hume, Associate Planner, Las Cruces MPO, to**  
 2 **hold the 2007 Community Bike Ride in the Town of Mesilla on Saturday, April 14, 2007,**  
 3 **from 7:30 to 11:30 a.m., including use of the Community Center Park as the staging site**  
 4 **and the Town streets for the bike routes.**

5  
 6 **Motion: Action:** Approve a request to hold the 2007 Community Bike Ride in the Town of  
 7 Mesilla on Saturday, April 14, 2007 from 7:30-11:30am including use of the Community Center  
 8 park and Town streets, **Moved by** Trustee Williamson **Seconded by** Trustee Barraza

9  
 10 Andy Hume, Associate Planner stated that the last four years the MPO had been a major sponsor  
 11 for the community bike ride event. This event encourages bike safety and bike awareness in our  
 12 region. The event had taken place at several different locations in the CLC but, they were  
 13 looking for a place to host the event this year and hopefully a long term relationship with Mesilla  
 14 to host the event. Last year there were approximately 150 riders in the event and in addition 50  
 15 extra people who set up booths on bike safety and environmental issues. They were requesting  
 16 the opportunity to host the event at the Community Center Park from 7:30-11:30 am and they  
 17 hoped to bring people to Mesilla to enjoy the Town before, during, and after the event. He stated  
 18 he had spoken with Chief Zecha and Marshal Vega and they would provide support. Also, the  
 19 CLC sends police officers to participate in the event.

20  
 21 **Vote:** Motion carried by unanimous vote (**summary:** Yes = 4).

22 **Yes:** Mayor Pro Tem Caro, Trustee Barraza, Trustee Nelson, Trustee Williamson.  
 23

24 **13. For consideration, A Resolution appointing Trustee John Nelson to represent the**  
 25 **Town of Mesilla to the New Mexico Spaceport Authority Community Advisory**  
 26 **Committee.**

27  
 28 **Motion: Action:** Approve a resolution appointing Trustee Nelson to represent the Town of  
 29 Mesilla to the NM Spaceport Authority Community Advisory Committee, **Moved by** Trustee  
 30 Williamson **Seconded by** Trustee Barraza

31  
 32 Ms. Krueger, DTC stated that the point of the committee was to discuss community issues and  
 33 concerns about the proposed Spaceport to the advisory committee and they in turn would bring  
 34 them back to the community.

35  
 36 **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).

37 **Yes:** Mayor Pro Tem Caro, Trustee Barraza, Trustee Nelson, Trustee Williamson.  
 38

39 **14. For consideration, A Resolution in support of the inclusion of the Mesilla Plaza in**  
 40 **the National Park Service nomination of El Camino Real to the U.S. Tentative List for**  
 41 **World Heritage Sites.**

42  
 43 **Motion: Action:** Approve a resolution in support of the inclusion of the Mesilla Plaza in the  
 44 National Park Service nomination of El Camino Real to the U.S. Tentative List for World  
 45 Heritage Sites, **Moved by** Trustee Barraza **Seconded by** Trustee Williamson

46  
 47 Ms. Krueger stated that the National Park service was going to nominate the Camino Real to be a  
 48 world heritage site and certain properties had been selected on the Camino Real and the Town of  
 49 Mesilla was one of them. She believed this would be an extraordinary honor for the community  
 50 to be part of a world heritage site.

1 Pat Taylor stressed the significance of a world heritage site and stated that to be placed on this list  
 2 would be very important. He again commented on the need for minimum impact to the Camino  
 3 Real from the Spaceport.

4  
 5 **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).

6 **Yes:** Mayor Pro Tem Caro, Trustee Barraza, Trustee Nelson, Trustee Williamson.

7  
 8 **15. First Reading: An ordinance amending Title 2, Chapter 2.40, 'Fire Department', of the**  
 9 **Municipal Code of the Town of Mesilla, New Mexico.**

10  
 11 Chief Zecha stated this was to update the municipal code in regards to the Fire Dept. This was  
 12 keeping in tune with policies and procedures.

13  
 14 Trustee Barraza stated that in 240.040 under A "battalion chief" was stricken and questioned if  
 15 that was correct.

16  
 17 Chief Zecha clarified that it should say "Battalion Chief".

18  
 19 **16. For Adoption: A Resolution by the Board of Trustees denying a Certificate of**  
 20 **Appropriateness and building permit to Mr. Buddy Ritter for proposed Paseo Nuevo,**  
 21 **Located at 304 and 306 Calle de Guadalupe.**

22  
 23 **Motion: Action:** Approve a resolution by the BOT denying a Certificate of Appropriateness and  
 24 building permit for the proposed Paseo Nuevo, **Moved by Mayor Pro Tem Caro Seconded by**  
 25 **Trustee Barraza**

26  
 27 **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).

28 **Yes:** Mayor Pro Tem Caro, Trustee Barraza, Trustee Nelson, Trustee Williamson.

29  
 30 **STAFF REPORTS**

31 **17. Community Development Office.**

32  
 33 Mr. Decker stated that he and Ms. Gentile would put together a check list for the process for a  
 34 variance.

35  
 36 Trustee Barraza corrected Mr. Decker's report and items #6, 7, 8, 9, and 10 should not be under  
 37 administrative approvals.

38  
 39 **18. Finance Department.**

40  
 41 Trustee Barraza asked for a cost of all internet services separated by department.

42  
 43 Mr. Fuentes confirmed that Comcast charges one monthly fee for internet charges and it is then  
 44 separated by departments.

45  
 46 **19. Fire Department.**

47  
 48 Chief Zecha stated he submitted a monthly report for February. He informed the BOT that call  
 49 volume would be decreasing because the current Fire Marshal restructured the response from  
 50 municipalities outside the county into the county. He has reverted back to the current mutual aid

1 agreement which states that in order for Mesilla to go into the county to lend aid they have to be  
2 requested by a county unit. We were able to keep automatic response into Mesilla. This  
3 decision was not made by him or the Mesilla Fire Department as Mesilla is willing to assist the  
4 county whenever needed.

5  
6 **20. Marshal Department.**

7  
8 Trustee Barraza asked for an explanation of penalty assessments.

9  
10 Marshal Vega explained that penalty assessments were when a traffic violator wanted to mail in  
11 the citation instead of appearing in court. Marshal Vega informed the BOT that he had received a  
12 letter of resignation and that the position was being advertised.

13  
14 Trustee Williamson asked if activity for January was average regarding citations or other  
15 incidents.

16  
17 Marshal Vega stated that the activity had been average.

18  
19 **21. Public Works Department.**

20  
21 Debbie Lujan stood for questions.

22  
23 **PUBLIC COMMENTS**

24  
25 Craig Ricketts, member of the public expressed appreciation to the Mesilla Marshal's office and  
26 their patrol around the public schools. He walked his dog late at night and had been treated well  
27 by the Mesilla deputies in comparison to another law enforcement agency. He expressed thanks  
28 to Mr. Decker for help he provided and he thanked Mr. Jurado in deciding not to cover the Gillem  
29 lateral.

30  
31 Mr. Taylor stated that there was an election for the Spaceport in April and he was not in support  
32 of the gross receipts tax. He encouraged everyone to vote their opinion and keep in mind what  
33 we were going to lose.

34  
35 Ms. Krueger informed everyone that the Town and the NM Land Conservancy received an  
36 Innovative Community Development grant in the amount of \$27,000 for the development of our  
37 farmland preservation plan.

38  
39 **BOARD OF TRUSTEES COMMENTS**

40  
41 Mayor Cadena commended Ms. Krueger for her work in assisting with the grant. There will be a  
42 work session for the Conservation Plan on Thursday at 6pm at the Community Center. On March  
43 27, 2007 at 6:30-8:30 pm in the Board Room the NMSU monuments will have public meeting  
44 regarding the Taylor-Barela-Reynolds Mesilla state monument to share information with  
45 residents on the process.

46  
47 Mayor Pro Tem Caro echoed Mr. Taylor's sentiments regarding the Spaceport. He felt too many  
48 questions had been left unanswered.

49  
50 Trustee Williamson welcomed the new Fire Chief and the new Marshal.

1 **ADJOURNMENT**

2

3 **Motion: Action:** Adjourn, **Moved by** Trustee Williamson **Seconded by** Trustee Barraza

4

5 The meeting was adjourned at 8:59 p.m.

6

7 Minutes approved this 27<sup>th</sup> day of March 2007.

8

9

10

\_\_\_\_\_  
Mayor Michael Cadena

11

12 **ATTEST:**

13

14

15 \_\_\_\_\_  
Juan A. Fuentes

16 Town Clerk-Treasurer

Board of Trustees  
Budget Hearing  
June 13, 1977

Mr. Lupe Sanchez and Mr. Lee Martinez representing the Department of Finance and Administration.

BOARD MEMBERS ATTENDING: Mayor Roberto Frietze, Trustees Rader, Carreras, and Carreon.

BOARD MEMBERS ABSENT: Trustee Taylor

OTHERS PRESENT: Account Scott, Reporter Angela Hogue, Acting Clerk Charbonneau, Reporter Nestor Gonzales, Albert Fountain, Arthur Fountain, Mrs. Arthur Fountain, Johnny Limon, Fred and Genevieve Widmoyer.

Department of Finance and Administration procedures were different this year concerning budgets; therefore Mr. Scott presented the budget.

A few comments were made by the Department of Finance and Administration representatives:

- 1) Anti Recession amounts will be shown on the Federal Grants line item.
- 2) An additional \$5176 might be added to Revenue Sharing if this payment was made in April.

After discussion, Mr. Sanchez complimented the Board Members on thier handling of the budget. Interim approval of the budget was granted so that the Town can expend monies for the next fiscal year. Final approval will be received before the first Monday in September after receiving the cash balances up to June 30, 1977

Budget hearing ended and the Regular Board meeting was called to order.

Mayor Frietze stated that there was a problem with the protale in front of "El Patio". Mr. DuPuis superintendent for the Plaza Renovation Project, had asked Arthur Fountain to pay for steel straps which are needed to support the beams of this portale but Mr. Fountain refused to do so. Therefore, a compromise needed to be reafhed which would utilize the safest approach to the situation.

The matter was discussed and Mayor Freitze will meet both parties at the plaza and an agreement will be reached as to the safest approach.

#### New Business

Office hours were discussed, after which Trustee Carreras moved that the Board accept the hours of 8:00 to 12:00 a.m. and 1:00 to 5:00 p.m. Monday through Friday. Trustee Carreon seconded, motion carried.

#### Cases for Approval

Dan Lowry #367-77

Ms. Widmoyer, member of Planning and Zoning Commission informed the Trustees that this case had been examined carefully and extensively by their commission before approval was granted. All plans and descriptions were documented in the case folder.

After discussion, Trustee Carreras moved that the Board approve Case #367-77, Dan Lowry's subdivision and to include the disclosure statement that should be an official component of this case. Trustee Rader seconded. Motion carried.

Case #377-77 Walt Conley

The Mayor explained that this piece of property was platted prior to the date of our ordinance and contains 2 acres in an R-F zone. They requested permission to build a house on the land. The Planning and Zoning Commission have approved this case.

Trustee Carreras moved, Trustee Carreon seconded for approval of Case #377-77, Walt Conley, and that the Board also comply with the motion of Planning and Zoning by notifying the potential owner in writing of the decision.

Motion carried.

Request letter Mr. and Mrs. Garcia

This letter had been received by the Planning and Zoning Commission and forwarded to the Board of Trustees with no comment.

It was felt that this was an exceptional hardship case and if the Attorney could verify that a decision to give approval to the Garcia's would not jeopardize the Town ordinance on trailers then approval should be granted.

Richard Carreras moved that the Board approve the request of Mr. & Mrs. Garcia and that this be recognized as a special case, approving the request for the replacement of the existing trailer, provided however, that any newly acquired trailer or mobile home placed and occupied on subject real estate by the applicants, Mr. and Mrs. Garcia, shall be subject to the time limitation of ten years which is provided in the Grandfather Clause of the subject ordinance, and that said mobile home shall be removed from the subject real estate at the termination of said ten year period. A letter will be sent to Mr. & Mrs. Garcia acknowledging the request.

Angel Carreon seconded, motion carried.

Case #372-77 Angel Carreon

After review of plans, Richard Carreras moved approval of Case #372-77, Certificate of Appropriateness for Angel Carreon.

Rosalie Rader seconded. Motion carried.

Mr. Carreon requested permission to begin the framework, permission being granted by Board members.

Case #374-77 Cipriano Gonzales

After review, Trustee Rader moved that the Board approve Case #374-77 Mr. Cipriano Gonzales' renovation. Angel Carreon seconded. Motion carried.

Case #375-77 John Curry

After review, Angel Carreon moved to approve Case #375-77, John Curry. Richard Carreras seconded. Motion carried.

Compensation for Acting Clerk was discussed, after which Trustee Carreras moved for approval of Debra Charbonneau being paid whatever the Administrative Commission should set as salary and also be paid retroactively to date the former Town Clerk resigned.

Rosalie Rader seconded. Motion carried.

Personnel Rules

Mayor Frietze informed the Board members that a copy of proposed personnel rules would be delivered to each member for review.

Bills

Payment of bills was approved as submitted.

There being no further business meeting was adjourned.

Respectfully submitted

*Debra Charbonneau*

Debra Charbonneau  
Acting Town Clerk

SEAL:

ATTEST:

*Roberto L. Frietze*  
\_\_\_\_\_  
Mayor



PLAT OF SURVEY SHOWING THE LOCATION OF IMPROVEMENTS ON A 0.985 ACRE TRACT  
 TRACT 7, DAN LOWRY SUBDIVISION  
 PLAT FILED OCTOBER 26, 1977 IN PLAT RECORD 12, PAGE 140 DONA ANA COUNTY RECORDS  
 TOWN OF MESILLA, DONA ANA COUNTY, NEW MEXICO  
 SCALE: 1" = 60'

MAY 15, 1978

REVISED DECEMBER 6, 1982  
 Job No. 020492 J.E.

REVISED FEBRUARY 25, 1983  
 TO SHOW 10' UTILITY EASEMENT  
 ON 0.430 ACRE TRACT  
 Job No. 830123

REVISED MARCH 21, 1983  
 TO SHOW CORRECTIONS  
 ON PLAT ONLY, NO. 1-25 N.E.

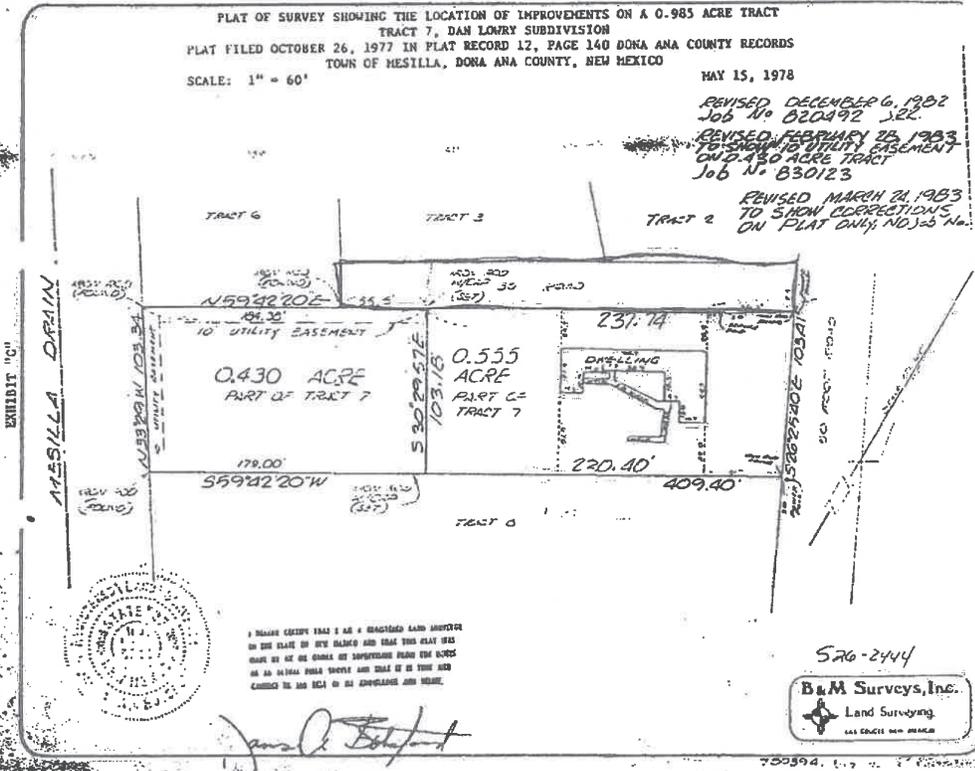


EXHIBIT "C"

MESILLA DRAIN



I HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR  
 IN THE STATE OF NEW MEXICO AND THAT THIS PLAT WAS  
 MADE BY ME OR UNDER MY SUPERVISION FROM THE RECORDS  
 AS AN ORIGINAL FROM SURVEY AND THAT IT IS TRUE AND  
 CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*James A. [Signature]*

526-2444  
**B & M Surveys, Inc.**  
 Land Surveying  
 LAS CRUCES NEW MEXICO



STATE OF NEW MEXICO, COUNTY OF DONA ANA, ss:  
 I hereby certify that this instrument was filed for records.  
 Rec. No. 388 Bk. 249 Pg. 394-396 M.A.C.  
 RUBEN CERDEAS - DONA ANA COUNTY CLERK Feb 27, 1990  
 by [Signature] DEPUTY 2:50 PM  
 RETURN TO: \_\_\_\_\_ 398 (COUNTY CLERK SEAL)  
 ADDRESS: \_\_\_\_\_

# DAN LOWRY SUBDIVISION REPLAT NO. 2

A REPLAT OF PART OF TRACT 8 OF DAN LOWRY SUBDIVISION  
PLAT FILED OCTOBER 26, 1977 IN PLAT BOOK 12 PAGE 140

DONA ANA COUNTY RECORDS  
TOWN OF MESILLA, DONA ANA COUNTY, NEW MEXICO  
SCALE 1"=60' OCTOBER 2003

KNOW ALL MEN BY THESE PRESENTS THAT THE FOREGOING TRACT OF LAND AND REAL ESTATE BEING PART OF THE TOWN OF MESILLA, DONA ANA COUNTY, NEW MEXICO, A REPLAT OF TRACT 8 OF THE DAN LOWRY SUBDIVISION PLAT FILED OCTOBER 26, 1977 IN PLAT BOOK 12 PAGE 140 IN THE DONA ANA COUNTY RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

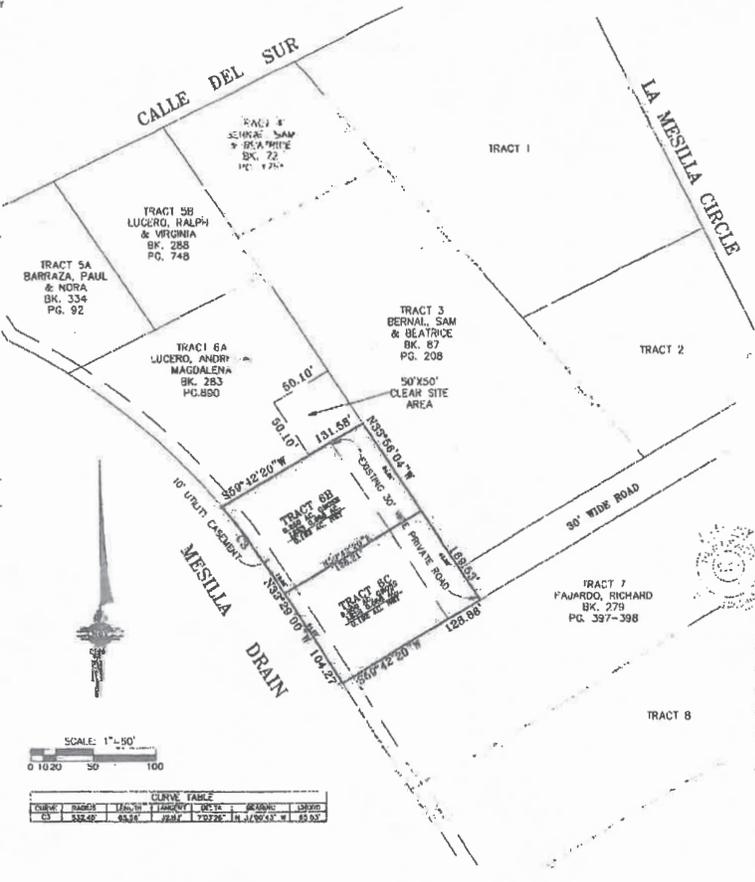
AS THE SAME APPEARS ON REE PLAT TO WHICH THIS DEDICATION IS ATTACHED AND MADE A PART HEREOF, AND THE PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE PLANNING COMMISSION OF THE TOWN OF MESILLA, AS BY THE STATUTE PROVIDED FOR AND IN ACCORDANCE WITH THE STATUTE OF THE FOREGOING OWNERS, THE ERECTOR, SALES PUBLICS, BANKS, MORTGAGE AND OTHER PUBLIC PROPERTY AS SHOWN HEREON ARE DEDICATED TO THE PUBLIC FOR ITS USE, PURPOSE:

ELECTRIC TELEPHONE, GAS, WATER, SEWERAGE AND TOWN CENTER, CABLE TELEVISION FACILITIES AND OTHER TRANSCENDED PUBLIC UTILITIES WILL BE INSTALLED UNDERGROUND OR OVERHEAD BY OR UNDER ERECTOR'S AGENTS. UTILITY EASEMENTS, PUBLIC AREAS AND IN LOT OWNER'S FACILITIES. ALL INSTALLATIONS SHALL CONFORM WITH THE NATIONAL ELECTRIC SAFETY CODE AND OTHER APPLICABLE LOCAL CODES IN EFFECT. THE UTILITY EASEMENTS, AS SHOWN HEREON, ARE COVERED WITH UNDERGROUND PUBLIC, OVERHEAD AND UNDERGROUND CABLES, POLES, ARCHES, CONDUITS, CONDUITS, BRANCHES, INSTALLATIONS, INCLUDING EASEMENT AND CONDUIT, INCLUDING MANHOLES, SERVICE FACILITIES AND ALL OTHER NECESSARY EQUIPMENT FOR UNDERGROUND OR ABOVE GROUND SYSTEMS. THESE WITH THE OBTAINING OF SERVICE WIRE, AND WITH THE RIGHT OF ACCESS AND EGRESS NEEDED FOR THE INSTALLATION, OPERATION, REPAIRS, MAINTENANCE, REPLACEMENT, REPAIRS, AND REPAIRS, REPAIRS, AND ALSO THE RIGHT TO THE NECESSARY TREES AND SHRUBS, INCLUDING ANY STRUCTURES OF A PERMANENT NATURE, EXCEPT FENCES, BOUNDARY WALLS, RAILROADS, AND HIGHWAYS WILL BE PROVIDED FROM BEING BUILT OR OVER ANY EASEMENT. CREATIONS TO THE ABOVE MUST BE OBTAINED FROM ALL THE AFFECTED UTILITY COMPANIES. THE REPLAT HEREON SHOWN IS TO BE KNOWN AS DAN LOWRY SUBDIVISION REPLAT NO. 2.

IN WITNESS WHEREOF, AS FILED NOVEMBER 3, 1993  
BY DEBORAH LUCERO, COUNTY CLERK OF DONA ANA COUNTY RECORDS.  
ON THE 30th DAY OF October, 2003.

YOLANDA LUCERO, PLANNING REPRESENTATIVE OF THE  
ESTATE OF DANIEL LUCERO AND  
MARGARET LUCERO, DEEDS  
MESILLA, NEW MEXICO 88046

STATE OF NEW MEXICO  
COUNTY OF DONA ANA  
BEFORE ME, FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME  
ON THE 30th DAY OF October, 2003  
BY YOLANDA LUCERO  
MY COMMISSION EXPIRES 6/21/07



UTILITY APPROVAL  
STATEMENTS SHOWING MESILLA AND UTILITIES LAYOUT ON THE UTILITY LAYOUT SHEETS COVERED OF WHICH HAVE BEEN PRESENTED TO THE ELECTRIC COMPANY, AND SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION OF UNDERGROUND ONLY (UNDERHEAD ONLY) (UNDERGROUND AND/OR OVERHEAD) CABLE TELEVISION FACILITIES.  
CONTACT OF NEW MEXICO, INC.  
BY [Signature] DATE: 11-5-03

STATEMENTS SHOWING MESILLA AND UTILITIES LAYOUT ON THE UTILITY LAYOUT SHEETS COVERED OF WHICH HAVE BEEN PRESENTED TO THE ELECTRIC COMPANY, AND SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION OF UNDERGROUND ONLY (UNDERHEAD ONLY) (UNDERGROUND AND/OR OVERHEAD) CABLE TELEVISION FACILITIES.  
EL PASO ELECTRIC COMPANY  
BY [Signature] DATE: 11/2/03

STATEMENTS SHOWING MESILLA AND UTILITIES LAYOUT ON THE UTILITY LAYOUT SHEETS COVERED OF WHICH HAVE BEEN PRESENTED TO THE ELECTRIC COMPANY, AND SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION OF UNDERGROUND ONLY (UNDERHEAD ONLY) (UNDERGROUND AND/OR OVERHEAD) TELEPHONE UTILITIES.  
QWEST TELEPHONE COMPANY  
QWEST COMMUNICATIONS, INC. UNPLANNED  
BY [Signature] DATE: 11/5/03

MESILLA TOWN BOARD OF TRUSTEES APPROVAL  
THE ACCOMPANYING SUBDIVISION MAP WITH THE COMPARATIVE LISTS OF THE TOWN OF MESILLA HAS BEEN PRESENTED AND APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA.  
ATTEST: [Signature] TOWN CLERK

MESILLA TOWN PLANNING COMMISSION APPROVAL  
THIS PLAN HAS BEEN SUBMITTED TO AND CHECKED BY THE PLANNING AND ZONING COMMISSION OF TOWN OF MESILLA AND IS HEREBY APPROVED AS TO THE PLANNING AND TO THE CONDITIONS OF THE DEVELOPMENT AND IN ACCORDANCE WITH THE LAND SUBDIVISION REGULATIONS OF THE TOWN OF MESILLA, NEW MEXICO, ON THE 27th DAY OF Oct, 2003.  
[Signature] SECRETARY

I HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF NEW MEXICO AND THAT THIS PLAN WAS MADE BY ME OR UNDER MY SUPERVISION FROM THE RECORDS OF A QUALIFIED SURVEY AND THAT IT MEETS MINIMUM STANDARDS FOR LAND SURVEYS AS SET FORTH BY THE NEW MEXICO BOARD OF PROFESSIONAL SURVEYING AND MAPPING AND PROFESSIONAL SURVEYORS AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
[Signature] DATE: 10/1/03

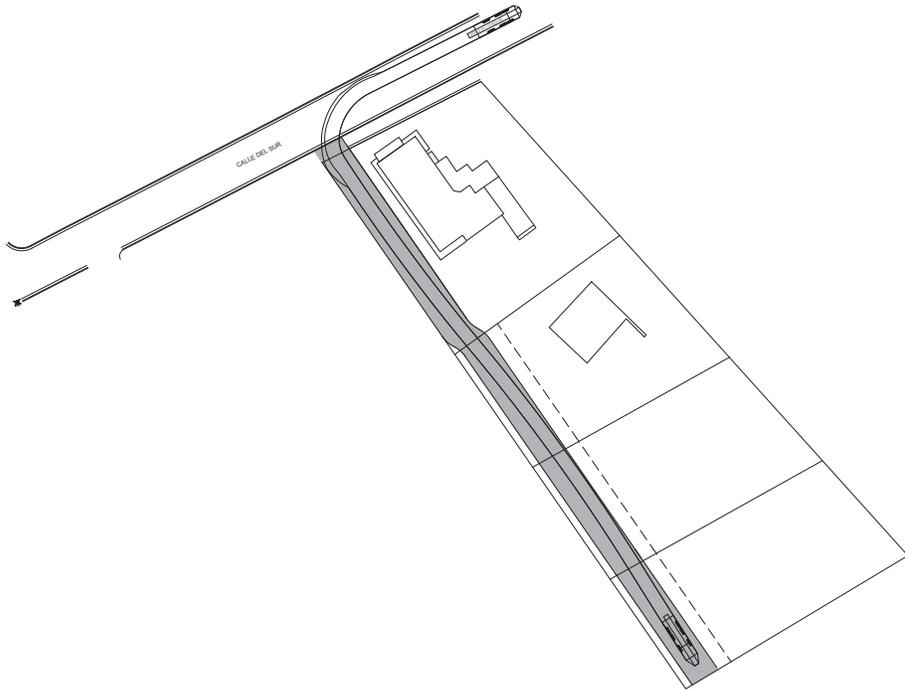
STATE OF NEW MEXICO PLAT NO. 3852 RECEPTION NO. 43504  
COUNTY OF DONA ANA  
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE 2nd DAY OF December, 2003 AT 12:35P CLOCK AND FULLY RECORDED IN PLAT BOOK NO. 2D, PAGES 486 AND FILED IN THE RECORDS OF COUNTY CLERK, DONA ANA COUNTY, NEW MEXICO THIS 2nd DAY OF December, 2003.

WILLIAM CAROL CRON  
COUNTY CLERK

MOY SURVEYING CO.  
418 S. GARDEN BLVD.  
SUITE 100  
DENVER, CO 80202  
PHONE: (505) 523-9883  
JOB NO. 03-1048  
DRAWN BY: (R.L.) A.R. & C.C.  
FIELD BY: SCHEDERMAN  
DATE: 10/28/03 SCALE: 1"=60'

486



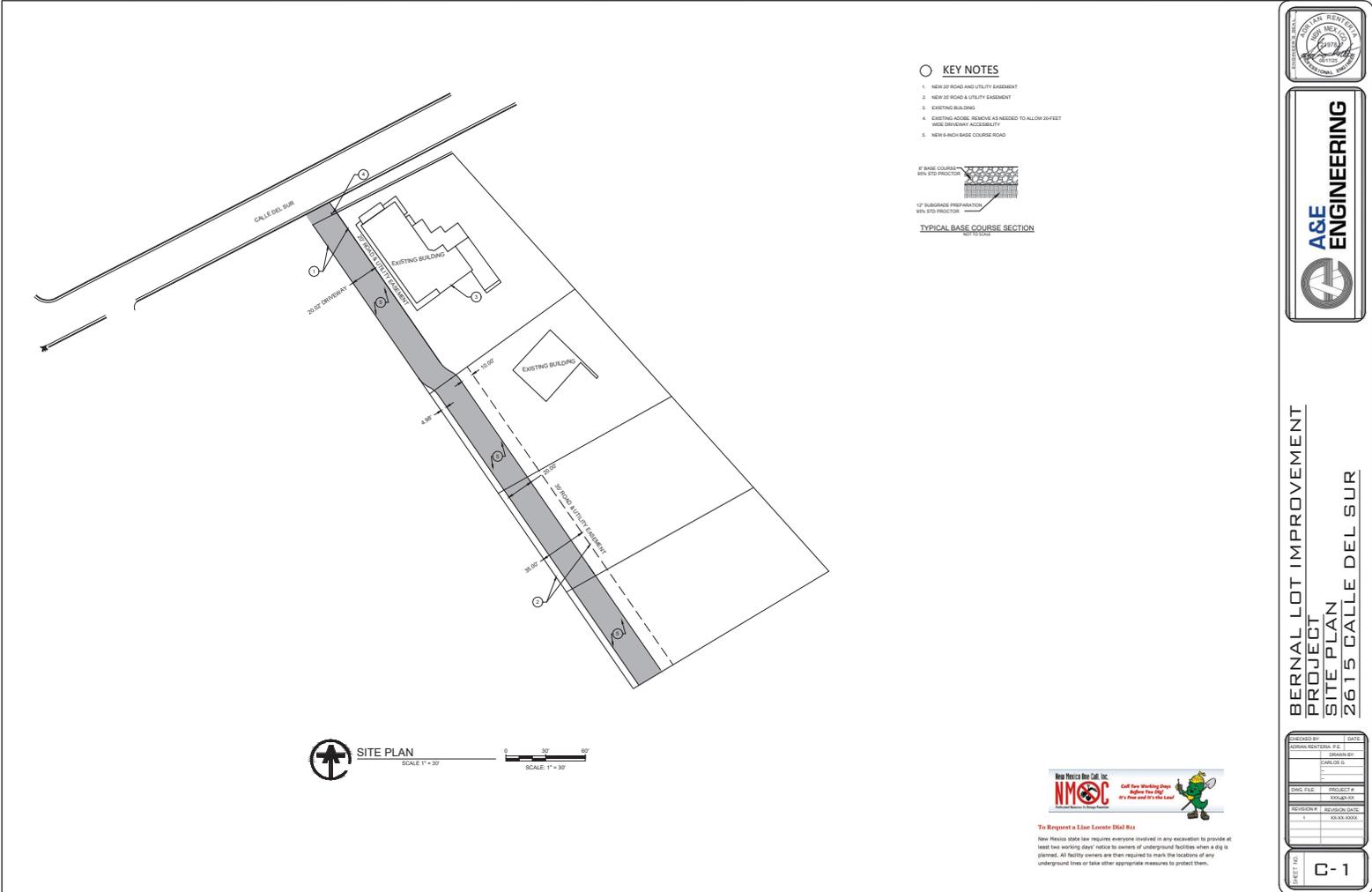


**To Request a Live Locate Dial Box**  
 New Mexico state law requires everyone involved in any excavation to provide at least two working days' notice to owners of underground facilities when a dig is planned. All facility owners are then required to mark the locations of any underground lines or take other appropriate measures to protect them.

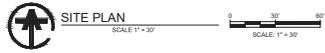
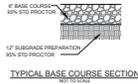


**BERNAL LOT IMPROVEMENT  
 PROJECT  
 TRACKING PLAN  
 2615 CALLE DEL SUR**

DESIGNED BY	DATE
CHARLES O. A&E ENGINEERING	
CHECKED BY	
CHARLES O.	
DWG. FILE	PROJECT #
XXXXXXXXXX	XXXXXXXXXX
REVISION #	REVISION DATE
1	XX-XX-XXXX
SHEET NO.	
	<b>C-4</b>



- KEY NOTES**
1. NEW 20' ROAD AND UTILITY EASEMENT
  2. NEW 30' ROAD & UTILITY EASEMENT
  3. EXISTING BUILDING
  4. EXISTING ACCESS. REMOVE AS NEEDED TO ALLOW 20' FEET WIDE DRIVEWAY ACCESSIBILITY
  5. NEW 6-INCH BASE COURSE ROAD



**New Mexico Best Call, Inc.**  
**NMOC**  
 Call Now, Thinking About  
 Higher Flow, Higher  
 It's Not Just A Call!

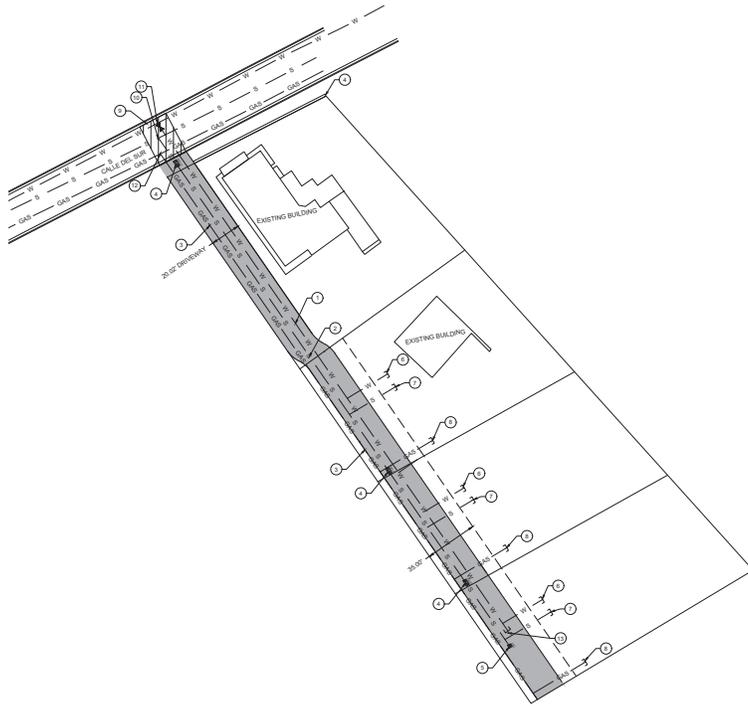
**To Request a Live Location Data File**  
 New Mexico state law requires everyone involved in any excavation to provide at least two working days' notice to owners of underground facilities when a dig is planned. All facility owners are then required to mark the locations of any underground lines or take other appropriate measures to protect them.

**BERNAL LOT IMPROVEMENT PROJECT SITE PLAN 2615 CALLE DEL SUR**

**A&E ENGINEERING**

DESIGNED BY	DATE
CONVAL ROSTON, P.E.	
CHECKED BY	
CARLOS C.	
DRWG. FILE	PROJECT #
XXXXXXXXXX	XXXXXXXXXX
REVISION #	REVISION DATE
1	XX-XX-XXXX

SHEET NO. **C-1**



**UTILITY PLAN**  
SCALE 1" = 30'

**KEY NOTES**

1. NEW 8" WATERLINE
2. NEW 8" SEWER LINE
3. NEW 2" GAS LINE
4. NEW DOUBLE GROUND CLEAN OUT
5. NEW SINGLE GROUND CLEAN OUT
6. NEW 1" WATER SERVICE LINE
7. NEW 1" SEWER LINE SERVICE
8. NEW 1/2" GAS SERVICE LINE
9. REMOVE NEW REFRIG. 20' OR MORE BY 10' DEEP LINED PAVEMENT TO CURB AND CUTTER AND EXPOSE AS NEEDED TO RELOCATE UTILITY INSTALLATION.
10. CONNECT NEW 8-INCH SEWER LINE TO EXISTING SEWER LINE. POTABLE AND WERRY DEPTH.
11. CONNECT NEW 8-INCH WATERLINE TO EXISTING WATER MAIN USING TAPPING TEE AND TAPPING 8-INCH VALVE. POTABLE & WERRY DEPTH.
12. CONNECT NEW 2-INCH POLY GAS LINE TO EXISTING GAS MAIN. POTABLE AND WERRY DEPTH.
13. NEW 8-INCH CAP
14. NEW FIRE HYDRANT ASSEMBLY LOCATION TO INCLUDE VALVE AND TAPPING TEE. COORDINATE LOCATION WITH METULA FIRE DEPARTMENT OFFICER.

**UTILITY LEGEND**



**UTILITY FIRE HYDRANT LOCATION PLAN**  
SCALE 1" = 100'

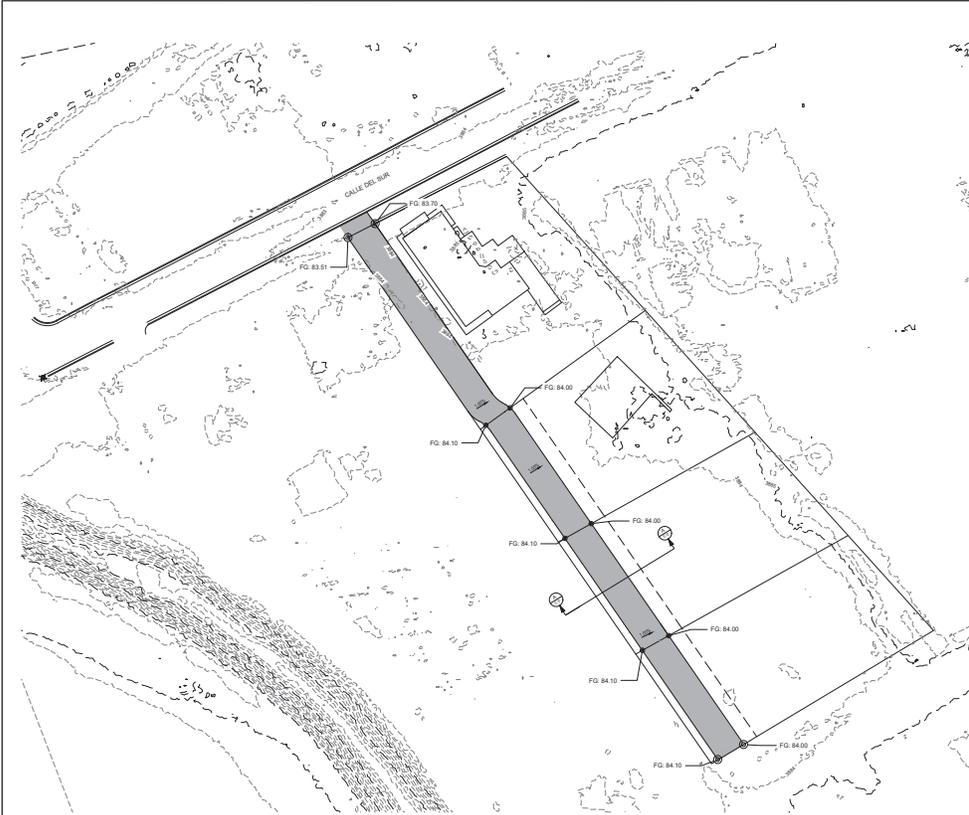


**BERNAL LOT IMPROVEMENT  
PROJECT  
UTILITY PLAN  
2615 CALLE DEL SUR**

DESIGNED BY	DATE
CHARLES TORRES, P.E.	
CHECKED BY	
CHARLES O.	
DATE	
NOV 14, 2014	
PROJECT #	
NOV 14, 2014	
REVISION #	REVISION DATE
1	NOV 14, 2014
SHEET NO. <b>C-2</b>	



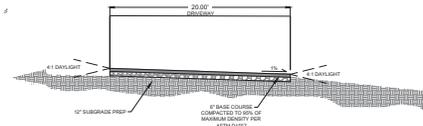
**To Request a Line Locate Dial 811**  
New Mexico state law requires everyone involved in any excavation to provide at least two working days' notice to owners of underground facilities when a dig is planned. All facility owners are then required to mark the location of any underground lines or take other appropriate measures to protect them.



**GRADING PLAN**  
SCALE: 1" = 30'

**GENERAL NOTES**

1. IMPORT MATERIAL SHALL BE CONSISTENT WITH ON-SITE MATERIAL PROPERTIES.
2. ALL FILL MATERIAL SHALL BE COMPACTED TO 95% OF ASTM D1557.
3. GRADING SHALL MATCH GRADE AT PROPERTY LINE.
4. ALL SLOPES TO DAYLIGHT AT A SloPE OF 3:1.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY FOR JOB SAFETY OR COMPLIANCE WITH OSHA REGULATIONS.
6. NEED TO CALL PROCEDURES SHALL BE FOLLOWED BEFORE GRADING WORK BEGINS.
7. RE-SEED DISTURBED AREAS WITH NATURAL DESERT SPECIES.



**DRIVEWAY CROSS SECTION A-A**  
SCALE: NTS



**BERNAL LOT IMPROVEMENT  
PROJECT  
GRADING PLAN  
2615 CALLE DEL SUR**

DESIGNED BY	DATE
CARLOS C. A&E	
CHECKED BY	DATE
CARLOS C.	
DRG. FILE	PROJECT #
XXXXXXXXXX	XXXXXXXXXX
REVISION #	REVISION DATE
1	XX-XX-XXXX



**To Report a Line Locate Dial 811**  
New Mexico state law requires everyone involved in any excavation to provide at least two working days' notice to owners of underground facilities when a dig is planned. All facility owners are then required to mark the location of any underground lines or take other appropriate measures to protect them.

SHEET NO. **C-3**

THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE UTILITY SERVICE BY THE UNDERSIGNED COMPANIES TO THE SUBDIVISION

UTILITY APPROVALS

COMCAST APPROVAL
EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO COMCAST CORPORATION ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION AND MAINTENANCE OF UNDERGROUND AND/OR OVERHEAD FEEDER CABLE/TELEVISION/INTERNET UTILITIES.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

EL PASO ELECTRIC APPROVAL
EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO EL PASO ELECTRIC COMPANY ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION AND MAINTENANCE OF UNDERGROUND AND/OR OVERHEAD FEEDER ELECTRICAL UTILITIES.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

LUMEN CORPORATION D/B/A CENTURYLINK:
EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO CENTURYLINK ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION AND MAINTENANCE OF UNDERGROUND AND/OR OVERHEAD COMMUNICATION UTILITIES.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

ZIA NATURAL GAS COMPANY
EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO ZIA NATURAL GAS COMPANY ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION AND MAINTENANCE OF UNDERGROUND NATURAL GAS UTILITIES.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DONA ANA COUNTY APPROVALS

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES, AND ALL OF THE REQUIREMENTS FOR APPROVAL OF THE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES, SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY FOR APPROVAL OF THIS PLAT.

DIRECTOR OF COMMUNITY DEVELOPMENT \_\_\_\_\_ DATE \_\_\_\_\_

MESILLA TOWN BOARD OF TRUSTEES APPROVALS

THE ACCOMPANYING SUBDIVISION BEING WITHIN CORPORATE LIMITS OF THE TOWN OF MESILLA HAS BEEN PRESENTED AND APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA

ATTEST: \_\_\_\_\_ MAYOR ATTEST: \_\_\_\_\_ TOWN CLERK

MESILLA TOWN PLANNING AND COMMISSION APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF MESILLA AND IS HEREBY APPROVED AS TO THE PLATTING AND TO THE CONDITIONS OF THE DEDICATION AND IN ACCORDANCE WITH THE LAND SUBDIVISION REGULATIONS OF THE TOWN OF

MESILLA, NEW MEXICO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

SECRETARY \_\_\_\_\_ CHAIRMAN \_\_\_\_\_

DAN LOWRY SUBDIVISION
REPLAT NO. 3
LOTS A, B, C & D

BEING A REPLAT OF TRACT 3, AND TRACT 4 DAN LOWRY SUBDIVISION FILLED ON JUNE 23, 2023 INSTRUMENT #2312864 OF THE U.S.G.L.O. SURVEYS WEST OF LAS CRUCES, DONA ANA COUNTY NEW MEXICO
AUGUST 2025



NOTES:

- 1. BASIS OF BEARING - NAD 83, SPCS NM CENTRAL GRID BEARINGS
2. ALL DISTANCES SHOWN ARE GRID DISTANCES.
3. SET POINTS ARE REBAR/CAP STAMPED 'PS # 21082'

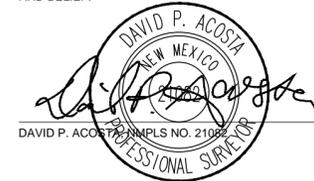
THIS PARCEL OF LAND IS IN FLOOD ZONE X OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS DATED JULY 6, 2016.



VICINITY MAP N-T-S

SURVEYOR'S CERTIFICATE:

I, DAVID P ACOSTA, NEW MEXICO PROFESSIONAL SURVEYOR NO. 21082, DO HEREBY CERTIFY THAT THIS PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; MEETS THE MINIMUM REQUIREMENTS; SHOWS ALL EASEMENTS ON SUBJECT TRACT(S) AS SHOWN ON THE PLAT OF RECORD OR MADE KNOWN TO ME BY THE OWNER(S), UTILITY COMPANIES OR OTHER PARTIES EXPRESSING AN INTEREST; MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS EFFECTIVE March 12, 2022; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



DAVID P. ACOSTA \_\_\_\_\_ 08/08/2025
PROFESSIONAL SURVEYOR DATE

DEDICATION

THIS TRACT OF LAND IS TO BE KNOWN AS:
LOTS A, B, & C DAN LOWRY SUBDIVISION REPLAT #5

ALL RIGHTS OF WAY AND PUBLIC AREAS SHOWN HEREON ARE DEDICATED TO THE PUBLIC. ALL UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO DONA ANA COUNTY. ALL RULES AND REGULATIONS OF DONA ANA COUNTY AND SAID UTILITIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT THAT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT IS ALLOWED.

THIS PLAT HAS BEEN DEDICATED IN ACCORDANCE WITH THE WISHES OF THE UNDERSIGNED OWNER(S) OF THE LAND HEREON.

INSTRUMENT OF OWNERSHIP: AS FILED \_\_\_\_\_
IN THE INSTRUMENT # \_\_\_\_\_, DONA ANA COUNTY RECORDS.

I, THE UNDERSIGNED OWNER, HEREBY SET MY HAND AND SEAL
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_
OWNER: BERNAL SAM T & BEATRICE G (INSTRUMENT# 2400573)

NOTARY ACKNOWLEDGMENT

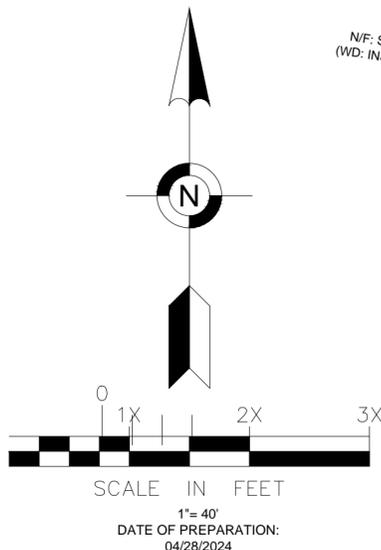
STATE OF \_\_\_\_\_ )
COUNTY OF DONA ANA ) SS.
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_
BY \_\_\_\_\_
NOTARY PUBLIC: \_\_\_\_\_
MY COMMISSION EXPIRES: \_\_\_\_\_

PLAT NO. \_\_\_\_\_ RECEPTION NO. \_\_\_\_\_

STATE OF NEW MEXICO )
COUNTY OF DONA ANA )

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, AT \_\_\_\_\_ AM/PM AND DULY RECORDED IN PLAT IN BOOK NO \_\_\_\_\_, PAGE(S) \_\_\_\_\_ AND FILED IN THE RECORDS OF COUNTY CLERK, DONA ANA COUNTY, NEW MEXICO \_\_\_\_\_, 20\_\_.

COUNTY CLERK \_\_\_\_\_ SEAL \_\_\_\_\_ DEPUTY CLERK \_\_\_\_\_



*A search was made with an online AI software. Although it still needs to be verified through legal council, it gives you an idea on property laws. As mentioned to PZHAC, it was recommended by our attorney, consideration for approval should be given **ONLY** based on the community road was approved along with the subdivision. It is implied that access to the properties listed on the subdivision are legal.*

Can a private owner refuse the use of a private road in a subdivision. If they were deeded the road by the developer. The community road never received a final plat approval. The subdivision was approved by Mesilla along with the community road maintenance and road easement. One of the owners of an adjacent property to this road is looking to subdivide their property that was allowed access by this road when it was originally approved. There is no mention of this road to be used as a community road in the new owner's property deed.

ChatGPT said:

This is a tricky situation because it sits at the intersection of **property rights, subdivision law, and easement law**. Let me break it down clearly for you in the context of New Mexico (and specifically Mesilla):

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## 1. Private Roads and Easements

- When a developer creates a subdivision, roads can either be **publicly dedicated** (transferred to the town/county for public use/maintenance) or **privately retained** (owned and maintained by the subdivision owners).
- Even if the road is privately deeded to one lot owner, it may still be **subject to easements** for use by others in the subdivision.
- If the subdivision plat was approved with this road shown as the access road, that often creates an **implied or recorded easement** benefitting all approved lots (even if not written into every deed).

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## 2. Final Plat Approval vs. Preliminary Approval

- You mentioned the road **never received final plat approval**.
  - That complicates things because until a plat is final, the subdivision and its roads aren't formally recorded in the county records.
  - However, if Mesilla approved the subdivision (even preliminarily) and allowed sales of lots, then the approval may still carry weight.
  - Buyers typically rely on access shown in subdivision approvals—even if the paperwork was incomplete.

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### 3. Road Deeded to a Private Owner

- If the developer deeded the physical road parcel to one of the lot owners, that person is the **legal owner of the road land**.
  - BUT: Ownership of the road **does not eliminate easement rights** previously granted or implied.
  - If subdivision approval included this road as an access road, then every lot (including the adjacent one you mentioned) likely has a **legal right of access**—even if it's not spelled out in the later deed.
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### 4. Adjacent Property Subdivision

- The owner of the adjacent property was originally allowed access via this road as part of the subdivision approval.
  - When they seek to **subdivide their lot**, Mesilla will check whether they still have **legal access**. If the road is in limbo, Mesilla may require proof of easement rights or a new access easement before approving the new split.
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### 5. Key Legal Doctrines That Apply

- **Easement by Plat**: If the subdivision plat showed the road as access, buyers get rights to use it, even if not written in their deeds.
  - **Implied Easement / Easement by Necessity**: If a lot has no reasonable access except over that road, the law may imply an easement.
  - **Dedication and Acceptance**: If Mesilla "approved" the road for subdivision purposes, it may count as a dedication, even if it was never finalized, depending on town records.
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### Bottom Line

- A private owner **cannot arbitrarily block use of the road** if:
  - the subdivision approval required it as access, or
  - easement rights exist (by plat, implication, or necessity).
- If the adjacent property's subdivision approval included access via this road, that right likely **still exists**, regardless of whether the new deed explicitly mentions it.
- However, the **lack of final plat approval** could weaken the enforceability, and Mesilla may need to clarify or re-confirm access rights during any new subdivision application.



**RESOLUTION NO. 2025-51**

**A RESOLUTION AUTHORIZING THE DESTRUCTION OF RECORDS THAT SATISFIED THEIR LEGAL RETENTION PERIOD.**

**WHEREAS**, the Board of Trustees of the Town of Mesilla believes that the destruction of obsolete records is necessary for efficient records maintenance; and

**WHEREAS**, Resolution No. 2000-06 adopted the New Mexico Commission of Public Records (New Mexico State Records Center and Archives) retention and disposition schedules for municipal records; and

**WHEREAS**, an inventory of records was completed to identify custodial records which have satisfied their legal retention period.

**NOW, THEREFORE**, be it resolved by the Board of Trustees of the Town of Mesilla that:

Records identified in "Exhibit A" are authorized to be destroyed by appropriate method as prescribed by the custodian of record. The Town staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

**PASSED, ADOPTED, AND APPROVED 28<sup>th</sup> DAY OF AUGUST, 2025.**

\_\_\_\_\_  
Russell Hernandez  
Mayor

**ATTEST:**

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Gloria S Maya  
Town Clerk-Treasurer

<b>Exhibit A</b>	<b>Items for Destruction per Resolution 2025-51</b>		
<b># of Boxes</b>	<b>Contents</b>	<b>FY</b>	<b>Destroy Date</b>
4	Bank Statements, Journal Entries, Cash Receipts, Payroll reports, time sheets	2017-2018	2025
1	Daily Collections, locates, well reports	2017-2018	2025
2	Accounts Payable/Vendor Invoices	2017-2018	2025
1	Daily Collections, locates, well reports	2017-2018	2025