



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

**REGULAR MEETING**

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

**TUESDAY, OCTOBER 14, 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)
  - a) **BOT MINUTES** – September 22, 2025 - BOT Regular Meeting
  - b) **PURCHASE REQUISITION** – Roof Care - Community Center Roof Repair - \$5,250.74.
  - c) **PURCHASE REQUISITION** – Advanced Communications & Electronics – Marshal Vehicle Equip - \$30,242.35
5. **PUBLIC INPUT ON CASES** – The public is invited to address the Board as allowed by the chair.
6. **PRESENTATION:**
  - a) **US Solar – Community Solar Program for the Town of Mesilla**
7. **ACTION AND CONSIDERATION**  
**NEW BUSINESS**
  - a) **DISCUSSION** – US Solar Community Program and Agreement
  - b) **APPROVAL** – Sites Southwest – 2025 Town of Mesilla Comprehensive Plan
8. **PUBLIC INPUT** – The public is invited to address the Board as allowed by the chair.
9. **CLOSED EXECUTIVE SESSION**
  - a) **Discussion concerning attorney-client privilege pertaining to threatened or pending litigation in which the public body is or may become a participant; pursuant to NMSA 1978, Section 10-15-1(H)(7) – Marshal Department**
  - b) **Discussion concerning limited personnel matters; pursuant to NMSA 1978, Section 10-15-1(H)(2) – Marshal Department**

10. **Any Actions that may arise as a result of Closed Executive Session.**
11. **BOARD OF TRUSTEE COMMITTEE REPORTS & LIASION UPDATES**
12. **BOARD OF TRUSTEE/STAFF COMMENTS**
  - 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 **10.09.2025** 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 LIVE ON TOWN OF MESILLA'S YOUTUBE PAGE\*\***



1  
2 **THE BOARD OF TRUSTEES (BOT) OF THE TOWN OF MESILLA**

3 **REGULAR MEETING**

4 **AT THE MESILLA TOWN HALL,**  
5 **2231 AVENIDA DE MESILLA**

6 **MONDAY, SEPTEMBER 22, 2025 – 6:00 P.M.**

7 **AGENDA**

8  
9 **TRUSTEES:** Russell Hernandez, Mayor  
10 Adrianna Merrick, Mayor Pro Tem  
11 Biviana Cadena, Trustee  
12 Stephanie Johnson-Burick, Trustee (Absent)  
13 Gerard Nevarez, Trustee  
14

15 **STAFF:** Lorenzo Astorga, Public Works Dire  
16 Cole Morris, Fire Captain  
17 Edward Salazar, Econ & Com Development Director  
18 Greg Whited, Fire Chief  
19 Gloria S Maya, Town Clerk/Recorder  
20

21 **PUBLIC:** Lorenzo Alba Kenny Coppedge  
22 Andrea Bryan Rafael Ruiz  
23 Greg Lester Crystal Whited  
24 Ken Mag... Selena Mendoza  
25 Libbin Underwood Sammy Johnson  
26 Catharine Walkinshaw Eric Walkinshaw  
27 Nancy Ryan  
28

29 **1. PLEDGE OF ALLEGIANCE**

30 Mayor Hernandez led the Pledge of Allegiance.

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

32 **Roll Call.**

33 **Present:** Mayor Hernandez, Mayor Pro Tem Merrick, Trustee Cadena, Trustee Nevarez.  
34

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

36 **Motion:** To approve agenda, Moved by Mayor Pro Tem Merrick, Seconded by Trustee  
37 Nevarez.  
38

39 **Motion passed unanimously**

40 **4. APPROVAL OF CONSENT AGENDA:** (The Board will be asked to approve by one motion the  
41 following items of recurring or routine business)

42 a) **BOT MINUTES** – September 8, 2025 - BOT Regular Meeting *Approved by consent agenda*  
43  
44

- 1  
2  
3  
4  
5 b) **PURCHASE REQUISITION** – Mesilla Marshal Vehicle Purchase/Equipment (Final Payment) -  
6 \$28,910.86. *Approved by consent agenda*  
7 c) **PURCHASE REQUISITION** – Power Center UTV Purchase - \$32,385.96. *Approved by consent*  
8 *agenda*  
9 d) **PZHAC CASE #062048** – 2825 Boldt St., submitted by Brad Shuster. Resident is asking  
10 permission to install roof mounted Solar Panels on his home. ZONE: Historic Residential  
11 (HR). *Approved by consent agenda*  
12 e) **PZHAC CASE #062052** – 2488 Calle de Guadalupe, submitted by Irma Chavez, Historic  
13 Enterprises, LLC. Request approval to replace front yard gravel and replace with pavers.  
14 ZONE: Historical Commercial (HC). *Approved by consent agenda*

15 **Motion: To approve consent agenda, Moved by Mayor Pro Tem Merrick, Seconded by Trustee**  
16 **Cadena.**

17  
18 **Motion passed unanimously**

19  
20 **5. PUBLIC INPUT ON CASES – The public is invited to address the Board as allowed by the**  
21 **chair.**

22 **No Public Input**

23  
24 **6. PRESENTATION:**

25 a) **Proclamation: Declaring October 1, 2025 as International Walk to School Day**

26 Mr. Coppedge and students read the Proclamation Declaring October 1, 2025 as International Walk to  
27 School Day.

28  
29 b) **Presentation: Casa de Peregrinos Food Program**

30 Mr. Alba made a presentation on the Casa de Peregrino Food Program.

31  
32 Mayor Pro Tem Merrick commented

33  
34 Trustee Nevarez commented

35  
36 **7. ACTION AND CONSIDERATION**

37 **NEW BUSINESS**

38 a) **DISCUSSION** – Casa Peregrinos Food Program

39 Mayor Hernandez gave an overview of how the town would be able to give the donation of \$10,000.

40  
41 Trustee Nevarez commented

42  
43 Mayor Pro Tem Merrick commented

44  
45 b) **SUBDIVISION CASE #062053** – 1560 Calle de El Paso, submitted by Raul & Maria  
46 Rodriguez. Requesting approval to subdivide their property. ZONE: Residential  
47 Agricultural (RA).

48 Mr. Salazar gave an overview of Subdivision Case #062053.

49  
50 **Motion: To approve Subdivision Case #062053 – 1560 Calle de El Paso, submitted by Raul & Maria**  
51 **Rodriguez. Requesting approval to subdivide their property. ZONE: Residential Agricultural (RA), Moved**  
52 **by Mayor Pro Tem Merrick, Seconded by Trustee Cadena.**

53  
54 **Roll Call Vote: Motion passed (summary: Yes-3)**

55 Mayor Pro Tem Merrick Yes

56 Trustee Cadena Yes

57 Trustee Nevarez Yes

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60

c) **APPROVAL** – Resolution 2025-58 – Budget Adjustment Quarter 1

**Motion: To approve Resolution 2025-58 – Budget Adjustment Quarter 1, Moved by Mayor Pro Tem Merrick, Seconded by Trustee Nevarez.**

**Roll Call Vote: Motion passed (summary: Yes-3)**

Mayor Pro Tem Merrick Yes  
Trustee Cadena Yes  
Trustee Nevarez Yes

d) **APPROVAL** – Resolution 2025-59 – Capital Outlay Program Participation Cooperative Agreement (Road Improvements)

**Motion: To approve Resolution 2025-59 – Capital Outlay Program Participation Cooperative Agreement (Road Improvements), Moved by Trustee Nevarez, Seconded by Mayor Pro Tem Merrick.**

**Roll Call Vote: Motion passed (summary: Yes-3)**

Mayor Pro Tem Merrick Yes  
Trustee Cadena Yes  
Trustee Nevarez Yes

e) **APPROVAL** – Resolution 2025-60 - Capital Outlay Program Participation Cooperative Agreement (Signage)

**Motion: To approve Resolution 2025-60 – Capital Outlay Program Participation Cooperative Agreement (Signage), Moved by Mayor Pro Tem Merrick, Seconded by Trustee Cadena.**

**Roll Call Vote: Motion passed (summary: Yes-3)**

Mayor Pro Tem Merrick Yes  
Trustee Cadena Yes  
Trustee Nevarez Yes

f) **APPROVAL** – Resolution 2025-61 – DOT Grant Agreement Local Road Project (Paisano)

**Motion: To approve Resolution 2025-61 – DOT Grant Agreement Local Road Project (Paisano), Moved by Mayor Pro Tem Merrick, Seconded by Trustee Cadena.**

**Roll Call Vote: Motion passed (summary: Yes-3)**

Mayor Pro Tem Merrick Yes  
Trustee Cadena Yes  
Trustee Nevarez Yes

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

**9. CLOSED EXECUTIVE SESSION**

a) **Discussion concerning attorney-client privilege pertaining to threatened or pending litigation in which the public body is or may become a participant; pursuant to NMSA 1978, Section 10-15-1(H)(7)**

**Motion: To enter Closed Executive Session, Moved by Mayor Pro Tem Merrick, Seconded by Trustee Nevarez.**

**Roll Call Vote: Motion passed (summary: Yes-3)**

Mayor Pro Tem Merrick Yes  
Trustee Cadena Yes  
Trustee Nevarez Yes

1  
2  
3  
4  
5 **Entered into Closed Executive Meeting at 6:45 p.m.**

6  
7 **Motion: To enter into Regular Meeting, Moved by Mayor Pro Tem Merrick, Seconded by Trustee Nevarez.**

8  
9 **Roll Call Vote: Motion passed (summary: Yes-3)**

10 Mayor Pro Tem Merrick Yes

11 Trustee Cadena Yes

12 Trustee Nevarez Yes

13  
14 **Entered into Regular Meeting at 6:54 p.m.**

15  
16 **10. Any Actions that may arise as a result of Closed Executive Session. *No action needed***

17  
18 **11. BOARD OF TRUSTEE COMMITTEE REPORTS & LIASION UPDATES**

19 Mayor Pro Tem Merrick: SCCOG meeting cancelled, MPO meeting, NMML Conference

20  
21 Trustee Cadena: NMML Conference

22  
23 Mayor Hernandez: SCCOG meeting cancelled, SRTD District meeting Wednesday, CES meeting Thursday,  
24 MPO meeting, NMML Conference.

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

26 a) *Ongoing Projects Listing*

27 b) *Calendar of Events*

28 Fire Chief Whited gave a department (Fire) update.

29  
30 Mr. Astorga gave a department (Public Works) update.

31  
32 Mr. Salazar gave a department (Com/Economic Development) update.

33  
34 Trustee Nevarez commented.

35  
36 Ms. Maya gave a department (Finance) update.

37  
38 Trustee Cadena commented

39  
40 Mayor Pro Tem Merrick commented.

41  
42 Mayor Hernandez commented.

43  
44 **13. ADJOURNMENT**

45 **The Town of Mesilla Trustees unanimously agreed to adjourn the meeting. (Summary: Yes-3).**

46  
47 **MEETING ADJOURNED AT 7:25 P.M.**

48  
49 **APPROVED THIS 14<sup>th</sup> DAY OF OCTOBER, 2025.**

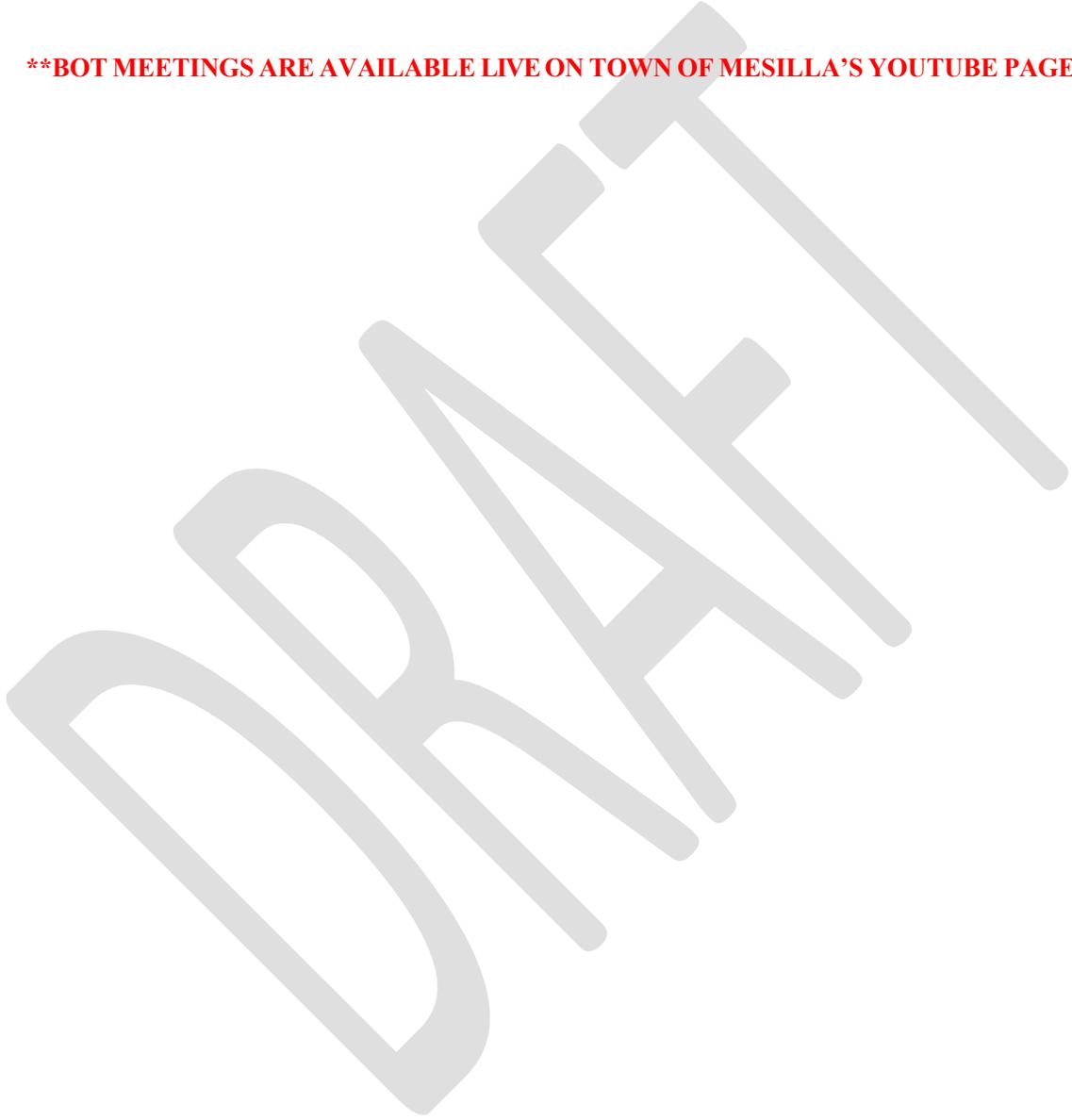
50  
51  
52  
53 \_\_\_\_\_  
54 **Russell Hernandez**  
55 **Mayor**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13

ATTEST:

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

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



# Town of Mesilla Purchase Requisition



Requesting: (Please select one)

Check     Purchase Order

DATE: 10/6/2025

QTY	FUND CODE	DESCRIPTION	UNIT PRICE	LINE TOTAL
	10-505-2230			
1		REPAIR ROOF LEAK AT COMMUNITY CENTER	\$4,864.50	\$4,864.50
		PAPERWORK ATTACHED: ROOFCARE		
		<b>NMGRT@7.9400%</b>		<b>\$386.24</b>

FUND CODE 10-505-2230	AMT from FUND \$5,250.74	FUND AMT Remaining	SUBTOTAL	\$4,864.50
FUND CODE	AMT from FUND	FUND AMT Remaining	SALES TAX	\$386.24
FUND CODE	AMT from FUND	FUND AMT Remaining	TOTAL	\$5,250.74

VENDOR NAME	<b>ROOFCARE</b>
ADDRESS	406 ROUNDTREE PL STE 300 LAS CRUCES, NM 88005
PHONE #	(575) 288-2068
AP ONLY:	W9 COMPLETE YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

REQUESTED BY 	DATE 10/6/25
AUTHORIZED BY 	DATE 10/8/2025



Partnered with **BlueThread Services** 

Evaluation and Proposal

Community Center Leak Repair

October 2, 2025



**Proposal prepared for:**

Lorenzo Astorga

Phone: 575-993-2322

**Jesse Sanchez**

Branch Manager  
406 Roundtree Pl, STE 310  
Las Cruces, NM 88005  
c » 505-460-7696  
o » 505-246-6990  
jesse@roofcare.us

# Evaluation

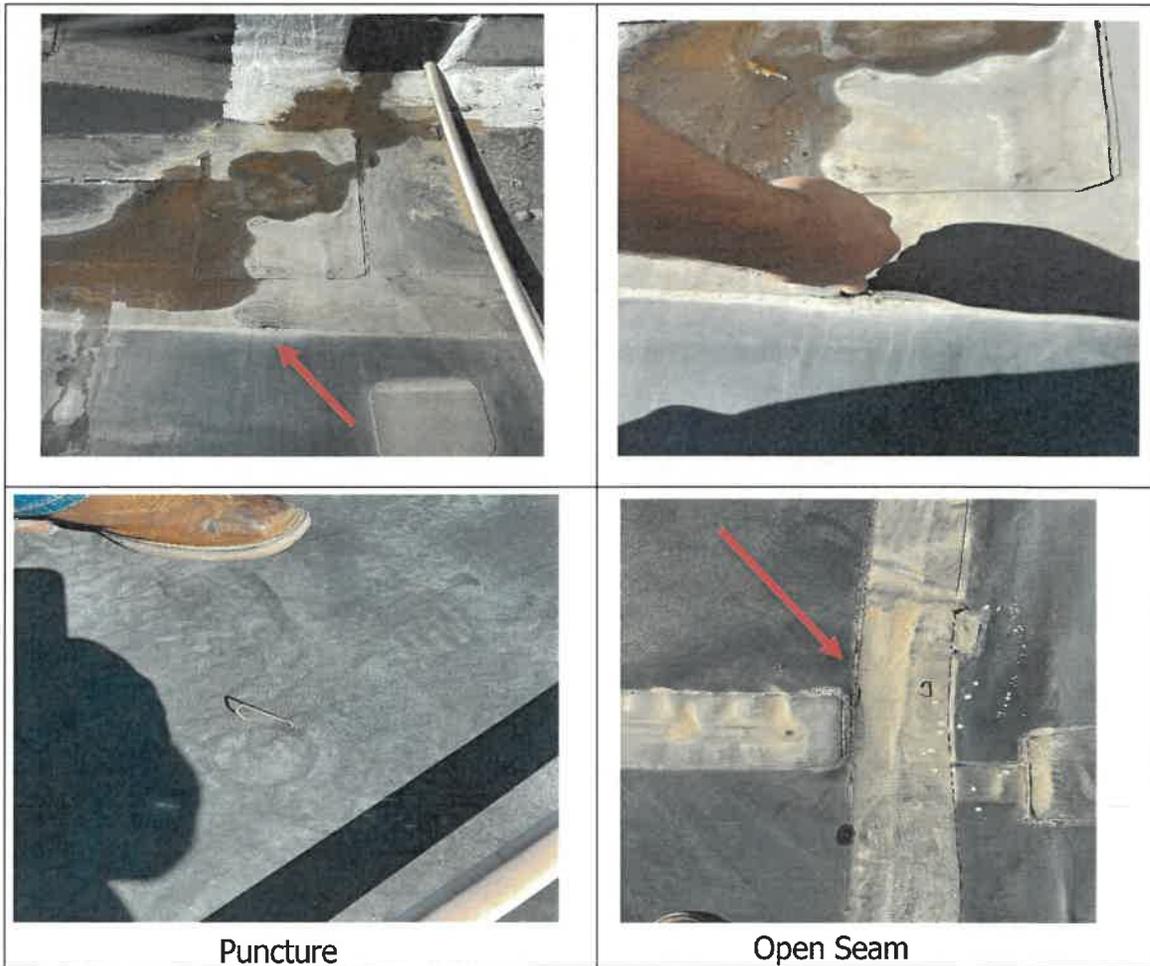
Per your request, an inspection was performed at the above-mentioned property to determine the conditions of the existing roof and to develop a scope of work that will address your current needs. For the purpose of clarification photos have been included. Our findings are as follows:

## A. Existing Roof Conditions

**Roof Type:** EPDM  
**Roof Age:** Unknown  
**Overall Condition:** Poor  
**Active Leaks Present:** 2

---

## B. Photo Documentation



- Remove and replace deteriorated caulking at roof penetrations and flashing.

**System Recommendation:**

We recommend the installation of the **Metacrylics Fluid Applied Renovation System** to provide a seamless, watertight, and durable protective layer over the existing EPDM. This system will extend the roof’s service life, improve weather resistance, and reduce the risk of recurring leaks

**E. Scope of Work:** Repairs only

**1. Puncture Repair**

- Locate and clean the puncture area above the leak.
- Remove any loose materials and prepare the surface.
- Install a new EPDM patch using primer and seam tape to ensure watertight adhesion.

**2. Repair Failing Patches**

- Remove existing repair patches that are delaminating or failing.
- Clean and prepare substrate surfaces.
- Install new reinforced EPDM-compatible patches.

**3. Tear Reinforcement**

- Inspect and reinforce tears at patch corners around AC units.
- Apply primer, seam tape, and new patch material to seal affected areas.

**4. Seam Resealing**

- Remove deteriorated seam sealant along EPDM seams.
- Apply new EPDM seam sealant or cover tape to restore watertight seals.

**5. Roof Penetrations & Flashings**

- Remove deteriorated caulking around penetrations and flashing.
- Clean and reapply compatible sealant for a proper waterproof seal.

**F. Investment: Repairs Only**

<b>Cost</b>	<b>\$ 4,864.50</b>
2.5% bond fee	\$ n/a
NMGRT @ 7.9400% (updated June-July.2026 NMGRT rates)	\$ <u>386.24</u>
<b>TOTAL</b>	<b>\$ 5,250.74</b>
<b>Warranty:</b> 1 -year Contractor Workmanship Guarantee	

**G. Exclusions:**

1. Any items not specifically included in the scope(s) of work above are excluded from this proposal.
2. Permits are excluded from this proposal. If a permit is required for this project the cost for the permit will be added to the contract amount by a change order.
3. If, after the time of bidding, or during the performance of the contract, the price of the material significantly increases, through no fault of the contractor, the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases.

# Town of Mesilla Purchase Requisition



Requesting: (Please select one)

Check     Purchase Order

DATE: 10/7/2025

QTY	FUND CODE	DESCRIPTION	UNIT PRICE	LINE TOTAL
7	18-518-2410	Ballistic Door Panel III+ 2011 & Newer Durango Front Driver	\$1,748.75	\$12,241.25
7	18-518-2410	Ballistic Door Panel III+ 2011 & Newer Durango Front Passenger	\$1,748.75	\$12,241.25
1	18-518-2410	Avail Ballistic Door Panel III Ford Interceptor Driver	\$1,436.25	\$1,436.25
1	18-518-2410	Avail Ballistic Door Panel III Ford Interceptor Passenger	\$1,436.25	\$1,436.25
1	18-518-2410	<b>Freight</b>	\$487.35	\$487.35
1	18-518-2410	<b>Labor</b>	\$150.00	\$2,400.00

FUND CODE 18-518-2410	AMT from FUND \$30,242.35	FUND AMT Remaining \$55,212.20	SUBTOTAL	\$30,242.35
FUND CODE	AMT from FUND	FUND AMT Remaining	SALES TAX	\$0.00
FUND CODE	AMT from FUND	FUND AMT Remaining	TOTAL	\$30,242.35

VENDOR NAME	Advanced Communications
ADDRESS	1753 Buildtek Court Ste B Las Cruces, NM 88005
PHONE #	(575) 527-4072
AP ONLY:	W9 COMPLETE YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> <i>BA</i>

REQUESTED BY Ben Azcarate <i>[Signature]</i>	DATE 10/7/2025
AUTHORIZED BY	DATE



1753 Buildtek Court Ste. B  
 Las Cruces, NM 88005  
 (575) 527-4072 Fax: (575) 527-4458

**QUOTATION**

QUOTE NO. : 22627 - 00  
 DATE: 10/06/25  
 TERMS: NET 30  
 DELIVERY: Best Way Possible

MESTOW  
 TO: Mesilla, Town of  
 Ben Azcarate  
 PO Box 10  
 Mesilla, NM 88046

Please reference Quote No. on  
 Correspondence & purchase orders.  
 Quote expires 12/30/2025.

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
1	7	01-00726	BALLISTIC DOOR PANEL III+ 2011 AND NEWER DURANGO FRONT DRIVER	1,748.75	12,241.25
2	7	01-00727	BALLISTIC DOOR PANEL III+ 2011 AND NEWER DURANGO FRONT PASSEN	1,748.75	12,241.25
3	1	01-00358	AVAIL BALLISTIC DOOR PANEL III FORD INTERCEPTOR DRIVER	1,436.25	1,436.25
4	1	01-00359	AVAIL BALLISTIC DOOR PANEL III FORD INTERCEPTOR PASSENGER	1,436.25	1,436.25
5	1	FREIGHT	FREIGHT	487.35	487.35
6	16	LABOR	LABOR	150.00	2,400.00
7	1	20-00000-21-00030	SofNM PRICE AGRMT VEHICLE EQ PARTS labor exp 04/24/26		
Item Summary					30,242.35
Subtotal					30,242.35
Sales Tax					.00
Grand Total					30,242.35

Continued on following page

18-518-2410  
 \$30,242.35

QUOTE NO. 22627-00  
Mesilla, Town of

DATE 10/06/25

LINE	QTY	DESCRIPTION	UNIT PRICE		TOTAL

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE

TERMS SUBJECT TO CREDIT REVIEW

BY **Kellen Tarkington** (505)228-5824 Ext ktarkington@advtwoway.com

Accepted by \_\_\_\_\_ P.O. No. \_\_\_\_\_  
LEGAL NAME OF PURCHASER  
\_\_\_\_\_  
AUTHORIZED SIGNATURE Date \_\_\_\_\_

US/SOLAR

## Town of Mesilla

Prepared for:  
Board of Trustees



US Solar:  
Connor McCarthy - Business Development  
Manager  
612-270-0927  
[connor.mccarthy@us-solar.com](mailto:connor.mccarthy@us-solar.com)

**SAVE ON ENERGY-COSTS WITH NEW MEXICO'S  
COMMUNITY SOLAR PROGRAM**

# Agenda

- Overview of US Solar & Sol Luna Solar
- New Mexico Community Solar Framework
- Savings Proposal Based on Historical kWh Consumption
- Next Steps

# US/SOLAR

**MISSION** US Solar is a developer, owner, operator, and financier of solar generation and storage projects with a focus on emerging markets and community solar programs. As a locally and nationally trusted partner, we provide community solar solutions to schools, cities, businesses, and residents all across the country. Our mission is to reduce environmental impact while bringing more renewable energy to the grid across all segments of our business.

9,000 +

 **sunscription**

Sunscription members supporting solar energy including homes, businesses, and municipalities. Sunscription gardens are designed to maximize community energy savings while supporting local, clean energy.



125+ US Solar gardens are currently in operation.

2+ GW of projects in development & operation.

800 acres of native pollinator habitat created.

562 B kWh of clean energy produced.

US Solar focuses our work and mission at the intersection of **People & Planet**

523,781

tons of CO<sub>2</sub> avoided, equivalent to the emissions of over 109,154 homes and 122,175 gasoline vehicles driven for a year.



# OUR PARTNER SOL LUNA



## LOCAL EXPERTISE, LOCAL BENEFITS

- Sol Luna is a family-owned and operated company from Dixon, NM
- Women and Minority Owned
- Sol Luna constructs the projects & retains a percentage of project equity
- Leading NM provider of residential, commercial, and municipal customers including New Mexico Public Schools & City of Albuquerque



# New Mexico Community Solar Program

## Implementation Overview

- Program established in 2021 by the *Community Solar Act (SB84)*
- Applies to all three investor-owned utilities in New Mexico (Public Service Company of New Mexico (PNM), El Paso Electric (EPE), and Southwest Public Service Company (SPS))
- 2023 RFP respondents (developers) were awarded exclusivity to proceed with projects

## Program Subscription Rules

- Subscribers must be located in the same utility service territory as the project
- Each project must have a minimum of 10 subscribers
- A Single subscriber cannot subscribe to more than 40% of a project
- At least 30% of each community solar project capacity must be filled with low-income customers or low-income service organizations

➔ Initial Program Cap: 200MW AC (PNM – 125MW, SPS – 45MW, and EPE – 30MW)

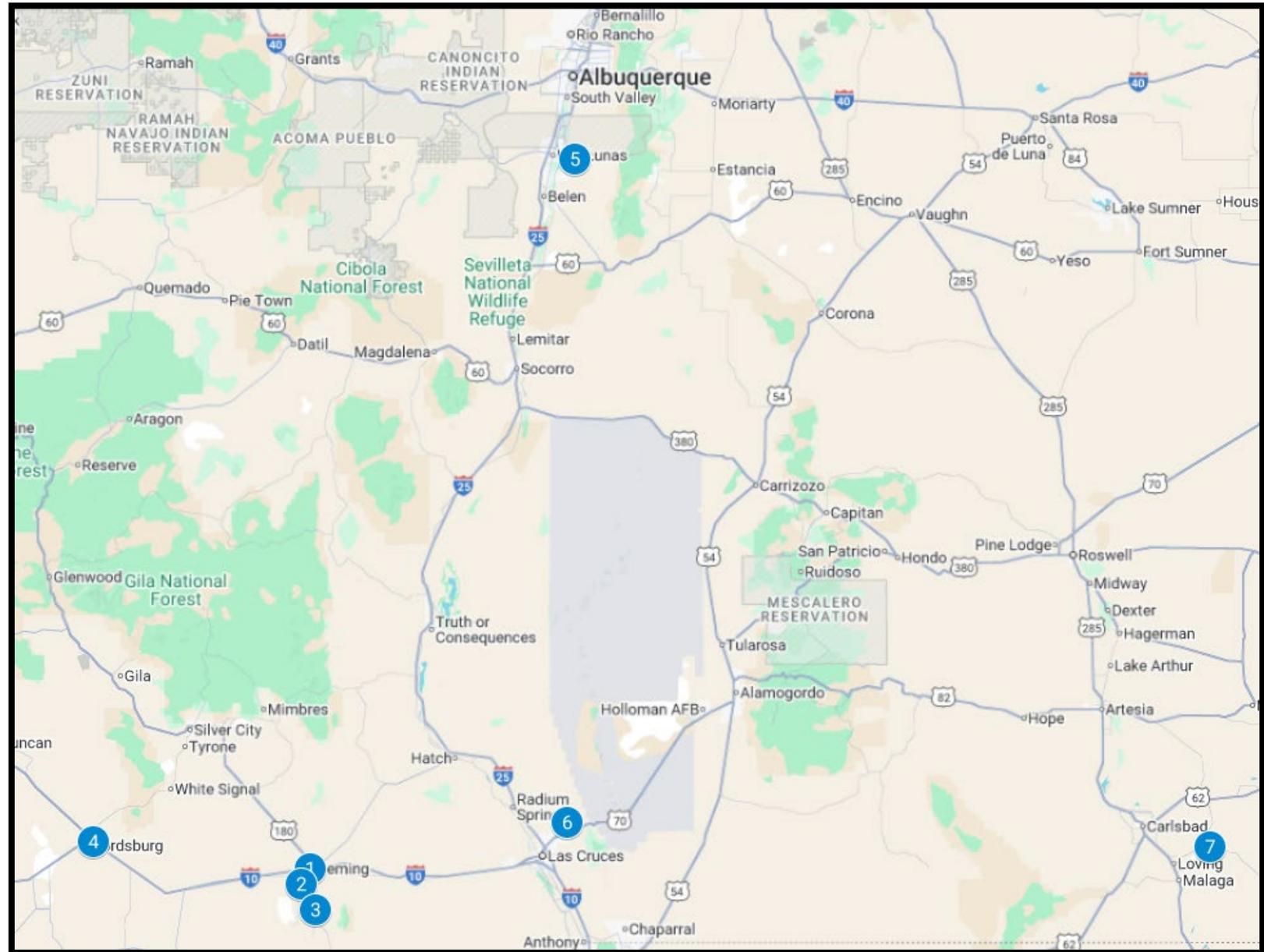
# Currently Subscribing Gardens in PNM, SPS, and EPE Utility Territories

PNM Projects: # 1-5 (17.05MW)

SPS Projects: # 7 (4.99MW)

EPE Projects: # 6 (4.99MW)

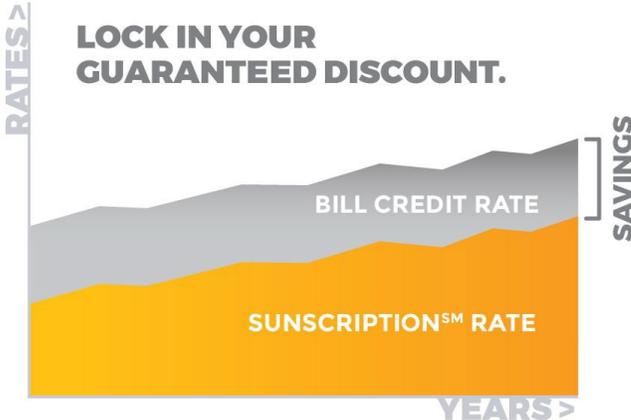
- 1 USS Gold Solar
- 2 USS Hermanas Solar
- 3 USS Florida Mountains Solar
- 4 USS Fletcher Solar
- 5 USS Meadow Lake Solar
- 6 USS Jordana Solar
- 7 USS IMC3 Solar



# Community Solar Bill Credit - Savings

US Solar will charge a “Subscription Fee” that is less than the Bill Credit value received, **ensuring a guaranteed savings rate.**

- +\$\$\$\$ Receive bill credits from EPE
  - \$-\$ Pay US Solar for your Sunscription
- 
- +\$ Save the difference**

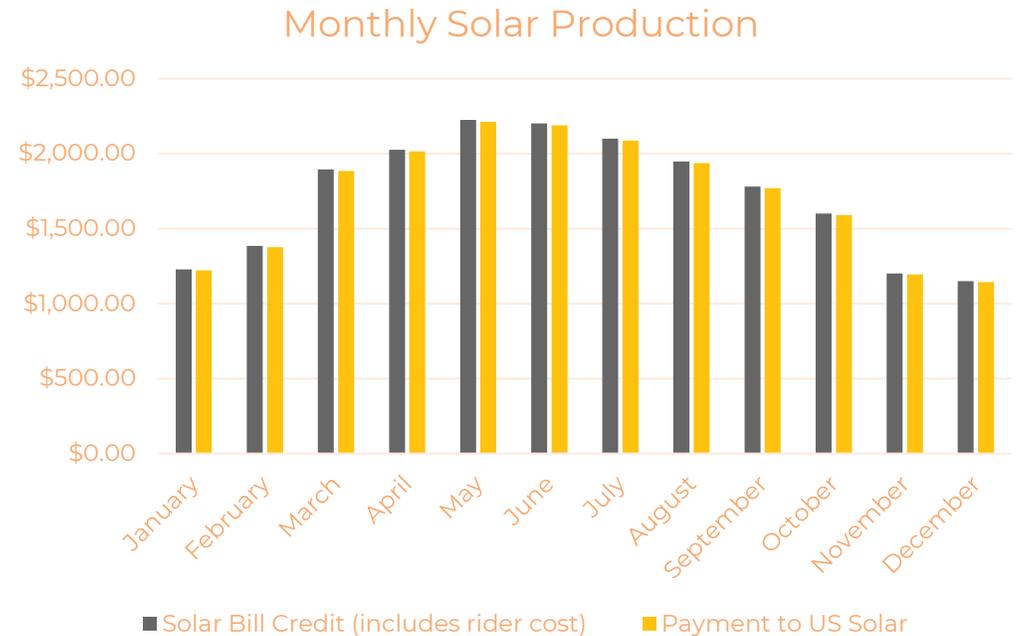


US Solar is offering a guaranteed 10% Discount off the Bill Credit Rate.  
Meaning, despite how the Bill Credit changes, the subscriber will always be paying a Sunscription Fee that is 10% less than the Bill Credits.

# Total Estimated Savings \$39k

## Key Proposal Details:

- Analysis of accounts (total savings estimate)
  - 15 total accounts (Small General Service & City and County Service)
- Fixed 10% discount off the bill credit rate
- Offsite Community Solar Project (no changes to your electrical infrastructure)
- Zero Capex or Upfront Cost to Join



Estimated Annual Savings		
Year 1	Year 5	Year 25
\$950	\$5,221	\$39,605

# Proposal Breakdown

Subscribed Capacity: 304,654 kWh ~ \$39k total savings at fixed 10% discount.

**Total Estimated Savings \$ 39,605**

Subscription Size (kWh Produced)	304,654	kWh	Degradation	0.50%
Subscribed Percentage	100%		REC	0
EPE Bill Credit	\$0.067095	\$/kWh	Escalator	2.50%
Subscription Discount	10%	\$/kWh	Sub Rate Escalation	0.00%
<b>Subscription Size</b>	<b>304,654</b>	<b>kWh</b>	<b>Admin Cost Rider</b>	<b>\$ 0.00359</b>

Years	1	2	3	4	5	6-10	11-15	16-20	21-25	TOTAL
Subscribed Energy (kWh)	304,654	303,131	301,615	300,107	298,606	1,470,786	1,434,382	1,398,879	1,364,255	7,176,415
Average Bill Credit from EPE (\$/kWh)	\$ 0.06709	\$ 0.06877	\$ 0.07049	\$ 0.07225	\$ 0.07406	\$ 0.07980	\$ 0.09029	\$ 0.10216	\$ 0.11558	\$ 0.09167
Average Subscription Rate to US Solar (\$/kWh)	\$ (0.0604)	\$ (0.0619)	\$ (0.0634)	\$ (0.0650)	\$ (0.0667)	(0.0718)	(0.0813)	(0.0919)	(0.1040)	\$ (0.0825)
Annual Bill Credits	\$ 20,440.7463	\$ 20,847.0062	\$ 21,261.3404	\$ 21,683.9096	\$ 22,114.8773					
Annual Subscription Payments	\$ 18,396.6717	\$ 18,762.3056	\$ 19,135.2064	\$ 19,515.5186	\$ 19,903.3895					
Average Net Value per kWh (\$/kWh)	\$ 0.0067	\$ 0.0069	\$ 0.0070	\$ 0.0072	\$ 0.0074	\$ 0.0080	\$ 0.0090	\$ 0.0102	\$ 0.0116	\$ 0.0092
Average Administrative Cost	\$ 1,094	\$ 1,088	\$ 1,083	\$ 1,077	\$ 1,072	5,280	5,149	5,022	4,898	25,763
<b>Estimated Annual Savings</b>	<b>\$ 950</b>	<b>\$ 996</b>	<b>\$ 1,043</b>	<b>\$ 1,091</b>	<b>\$ 1,139</b>	<b>\$ 6,454</b>	<b>\$ 7,798</b>	<b>\$ 9,265</b>	<b>\$ 10,866</b>	<b>\$ 39,605</b>
<b>Estimated Cumulative Savings</b>	<b>\$ 950</b>	<b>\$ 1,947</b>	<b>\$ 2,990</b>	<b>\$ 4,081</b>	<b>\$ 5,221</b>	<b>\$ 6,454</b>	<b>\$ 14,253</b>	<b>\$ 23,518</b>	<b>\$ 34,384</b>	<b>\$ 39,605</b>

Assumes 2.5% escalation to the Bill Credit Value, 0.5% degradation in subscribed energy

## The following account aren't included:

- Streetlights (due to program eligibility)
- EPE accounts under "Water/Sewage/Pumping" (due to low-rate values)

2710 Calle Principal Pump, Mesilla NM 88046
2524 Well Rd Well 1, La Cruces NM 88005
3315 Highway 28, Mesilla NM 88046
2345 Well Rd Well 2, Las Cruces NM 88005
2381 Calle Del Oeste Sewer, Mesilla NM 88046

# Community Impact

Help promote clean energy while reducing electricity cost. Making energy more affordable for by setting an example up front.

- Anchor tenants like Cities, Counties, Schools, and Pueblos play a meaningful role in delivering clean power savings to underserved communities.
- The education around community solar is the framework for impacting households and giving folks the opportunity of choice.
- US Solar leads with an approach to partner with our anchor subscribers if they have a greater interest in getting involved!



## A Focus on Low-Income Households

US Solar has committed over 50% of all project capacity to qualifying households and low-income service providers. This includes a fixed 28% discount!



## Community Donations

We partner with local entities to benefit communities in ways that go beyond clean energy. For example, we've committed to donating **\$95,000** to the Scholarship For Native Students | Native Scholars Fund.

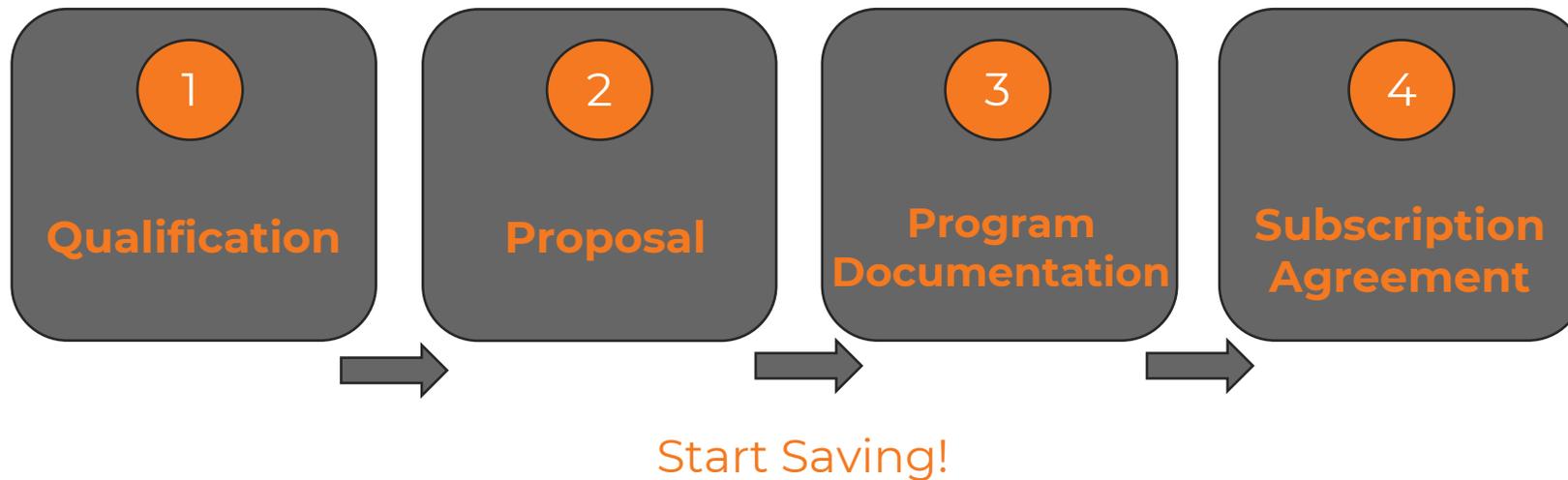


## Environmental Impact

US Solar was awarded 27+ MWac between our 7 community solar garden projects in NM. This is equivalent to the energy produced from **42.2 million pounds of coal!**

# Next Steps

1. Opportunity Overview – Meeting Program Qualifications
2. Historical Electric Consumption Breakdown – Economic Proposal
3. Review of Program Documents (Flyer, subscriber disclosure, consent form, and appendix)
4. Subscription Agreement (locking your space in an upcoming project)



The logo for US Solar, featuring the letters 'US' in grey and 'SOLAR' in orange, with a diagonal slash through the 'S'.

**APPENDIX**

# THE US SOLAR DIFFERENCE

US Solar is a true clean energy platform built for scale with full vertical integration from upfront site acquisition to financing and asset management.



**Top Notch Management Team** – Significant clean energy execution track record



**Site origination Capabilities** – True origination platform with over 275 unique sites secured to-date



**Residential Origination Engine** – In-house proven track record across over 8,000 customers



**Commercial Revenue Contracts** – Superb execution and long-term relationships with household names



**Asset Owner/Operator of Projects** – Ownership stake in ~125 self-developed/originated projects



**Long-Term Service Revenues** – Asset management platform with 25-year contracted servicing cash flows; billing/collections in-house



**Project Finance Track Record** – Closed project finance capital across over \$250mm of assets (no brokers)

# JOIN OUR CLUB

We're proud to work all types of organizations, including Fortune 500 corporate leaders, local small businesses, municipalities, nonprofits, school districts, universities and many more:



“

*"**Walmart** plans to tirelessly pursue renewable energy projects that are right for our customers, our business and the environment. This community solar gardens initiative with **US Solar** is moving us in the right direction toward our renewable energy goals."*

**-Mark Vanderhelm, Vice President of Energy for Walmart Inc.**



# EPE Current Solar Credit Rates

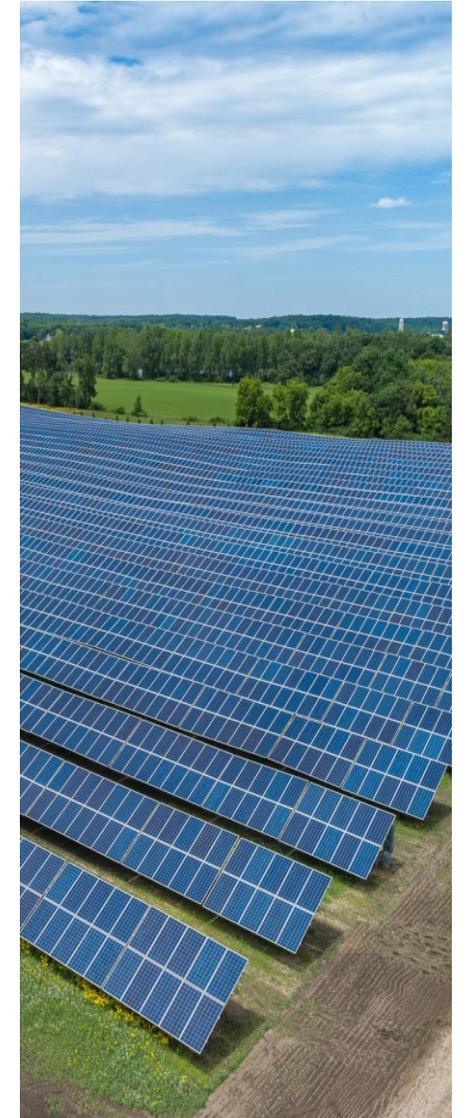
SEPTEMBER 2025

Retail Service Rate Schedule (\$/kWh)	SBC Rate	Fixed CSP Credit Rate <sup>1</sup>	Rate 18 FPPCAC <sup>2</sup>	Rate 38 RPS Cost Rider <sup>3</sup>
	A=B+C+D	B	C	D
Rate 01 Residential Service - Secondary	0.059305	0.042711	0.000852	0.015742
Rate 03 Small General Service - Secondary	0.075868	0.059274	0.000852	0.015742
Rate 04 General Service - Secondary	0.061398	0.044804	0.000852	0.015742
Rate 04 General Service - Primary	0.061376	0.044804	0.000830	0.015742
Rate 05 Irrigation Service - Secondary	0.048865	0.032271	0.000852	0.015742
Rate 07 City and County Service - Secondary	0.06074	0.044146	0.000852	0.015742
Rate 08 Water, Sewage, Storm Sewage Pumping, Sewage Disposal - Secondary	0.048653	0.032059	0.000852	0.015742
Rate 09 Large Power Service - Secondary	0.049326	0.032732	0.000852	0.015742
Rate 09 Large Power Service - Primary	0.049304	0.032732	0.000830	0.015742
Rate 10 Military Research & Development – Option A: Standard - Transmission 69kV	0.055659	0.039104	0.000813	0.015742
Rate 10 Military Research & Development – Option A: Standard - Transmission 115kV	0.055657	0.039104	0.000811	0.015742
Rate 10 Military Research & Development – Option B: Enhanced - Transmission 115kV	0.043527	0.026974	0.000811	0.015742
Rate 11 Street Lighting Service - Secondary	0.036418	0.019824	0.000852	0.015742
Rate 12 Private Area Lighting - Secondary	0.030937	0.014343	0.000852	0.015742
Rate 19 Seasonal Agriculture Processing Service - Secondary	0.048391	0.031797	0.000852	0.015742
Rate 25 Outdoor Recreational Lighting Service - Secondary	0.026618	0.010024	0.000852	0.015742
Rate 26 State University Service - Primary	0.026596	0.010024	0.000830	0.015742
Rate 26 State University Service - Transmission 115kV	0.054352	0.037799	0.000811	0.015742

<sup>1</sup> Refer to Rate No. 47 - Community Solar Program Credit Rate.

<sup>2</sup> Rate varies monthly.

<sup>3</sup> Rate varies annually.



## New Mexico Rate Tariffs

# Low – Income Participation

The New Mexico Community Solar Program prioritizes low-income participation. Each community solar project must fill with at least 30% of it's generated capacity supporting this demographic.

## Qualifications

- Low-income is defined as anyone that is at or below 80% of the county/metropolitan Area Median Income.
- Pre-Qualifying
  - Medicaid, Supplemental Nutrition Assistance Program (SNAP), Low-Income Home Energy Assistance Program (LIHEAP), First-time homeowner programs and housing rehabilitation programs, living in a low income/affordable housing facility, and state and federal income tax credit programs.
- Self-Attestation – By signing an agreement that your income and household size qualify you as low-income subscriber.
- Low-Income Service Organization – Entity that certifies it provides services/housing/assistance to low-income customers

## US Solar Commitment

- At US Solar we have earmarked 50-55% of all project capacity going to low-income subscribers
- LMI household or service providers also receive a fixed 28% discount off all bill credits

# Helpful Links

## **New Mexico Community Solar Program Info:**

<https://csnewmexico.com/customers/benefits-of-community-solar/>

## **PNM Rates:** <https://www.pnm.com/rates2>

- PNM's Community Solar Rider (community solar tariff) is Rider NO. 56 - this outlines the bill credit rate calculation under the COMMUNITY SOLAR BILL CREDIT methodology

## **Community Solar Policy:** <https://csnewmexico.com/resources/policy-program-background/>

- Information about community solar bill credits establishment is in the [Community Solar Act \(SB0084\)](#)
- Information about the community solar bill credit rate implementation and calculation is in the [Community Solar Rule, 17.9.573 NMAC](#).

## **Ongoing improvements of the Community Solar program occurs biweekly in open Public Regulatory Meetings:**

<https://www.prc.nm.gov/utilities/community-solar/>

- Details information about the community solar program, its goals, amendments to its rules, and its administration.



# NEW MEXICO COMMUNITY SOLAR PROGRAM

The New Mexico Community Solar Program is a state-sponsored program that helps people save money from solar energy.

## BENEFITS

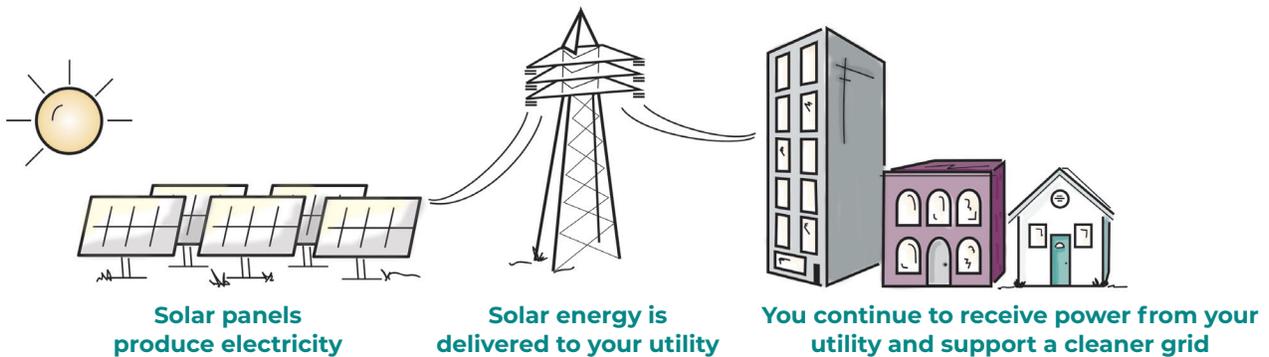
Community solar allows electric utility customers to save on their electric bills without installing solar panels on their home or business. Most customers will see savings on their electric costs after enrolling in community solar.

## ELIGIBILITY

Renters, small businesses, and homeowners who cannot or choose not to install solar panels can subscribe to a community solar project. Community solar is currently only open to customers of El Paso Electric, Public Service of New Mexico, and Southwestern Public Service.

## HOW TO SIGN UP

Contact a community solar provider to enroll. Learn more about available offers here: [csnewmexico.com/customers/find-a-community-solar-provider/](https://csnewmexico.com/customers/find-a-community-solar-provider/)

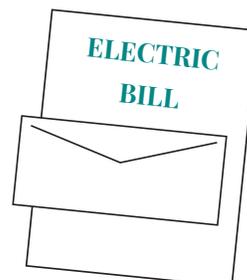


## How does community solar work?

Instead of purchasing all your electricity from your electric utility, you will buy some or all of your electricity from a community solar project. Each month, your portion of the project will produce solar power, and you will receive two bills:



You will pay your community solar provider for the electricity produced by your portion of the project. Community solar companies typically charge less than your utility for electricity. **Most customers will save money with community solar, even though they are paying two bills.**



You will pay reduced monthly electric bills because you've purchased some or all of your electricity from your community solar provider. You will always still pay for other charges and taxes.

Before enrolling in community solar, make sure that it is compatible with your existing electric utility bill rate and preferences. For example, participating in your utility's budget billing program or having a utility rate that changes throughout the day may reduce the level of savings that you see after enrolling in community solar.

## Low-Income Consumers

The New Mexico Community Solar Program prioritizes participation from low-income customers. Some community solar providers may offer more affordable community solar rates to customers who qualify as low-income. **If you believe you qualify as low-income, be sure to shop around and ask community solar providers if you qualify for a lower rate on your community solar subscription.**

Low-income is defined as anyone with a household income below 80% of Area Median Income (AMI). Participation in certain programs, like Medicaid, SNAP, and LIHEAP, can pre-qualify you as a low-income customer. To learn more, visit: [csnewmexico.com/customers/low-income-customers/](https://csnewmexico.com/customers/low-income-customers/)

## Consumer Protection

Community solar providers must give you a Disclosure Form and Disclosure Form Appendix that summarize important details about your contract (also called a subscription agreement). The community solar provider must receive your signature on the Disclosure Form before you sign a contract.

If you have any concerns about a community solar company, please contact the New Mexico Community Solar Program Administrator: [csnewmexico.com/contact-us/](https://csnewmexico.com/contact-us/)

## Consumer Tips:



### TIP #1: Compare Multiple Quotes

There are multiple companies offering community solar subscriptions in New Mexico. Comparing quotes can help ensure that you are receiving the best offer and that you are working with a reputable company.



### TIP #2: Know the Length and Terms of Your Contract

Always read your contract. Make sure you know the following:

- How long is the contract and will it renew automatically?
- How are savings calculated? Will your payments increase at any time?
- Will your provider conduct a credit check?
- Can you cancel or change your contract and how much notice is needed?



### TIP #3: Debunk Misinformation

Be aware of false claims. While community solar can save you money, it will never eliminate your electric bill. Always make sure you understand how enrolling in community solar will impact your electric bill before you sign up. If you are not satisfied with an explanation given to you by a community solar provider, you can shop around for other community solar providers.



## NEW MEXICO COMMUNITY SOLAR PROGRAM SUBSCRIBER DISCLOSURE AND CONSENT FORM

You are receiving this form as a Subscriber to the New Mexico Community Solar Program, and the services provided by your Subscriber Organization. This form provides important information about participating in this program. Your name and signature below mean you are the Subscriber who has received, understood, and agrees to all of the information below and had the chance to ask questions of the Subscriber Organization and received sufficient answers, if applicable.

1. Subscription. You qualify as a “Subscriber” under the New Mexico Community Solar Act (the “Act”) as that term is defined in the Act and summarized in the list of terms below.
2. Renewable Energy Credits, Energy and Capacity. As part of your Subscription, all energy, capacity, and renewable energy credits produced or associated with your Subscription are owned by El Paso Electric (EPE).  
Note: Renewable Energy Certificates (REC) represent the environmental attributes associated with one (1) megawatt-hour of renewable energy. RECs generated by a Community Solar facility are transferred to the qualified utility and are not the property of the Subscriber or the Subscriber Organization. In compensation, the Solar Bill Credit provided to the subscriber by the utility includes a value associated with the REC. Therefore, while the Subscriber is not able to claim the purchase of renewable energy, participation in the Community Solar Program does support additional development of renewable energy in New Mexico.
3. Information Sharing. During the term of your Subscription, EPE and the Subscriber Organization may share with each other your non-public personal information as necessary for the requirements of the Act, including calculation and application of the “Community Solar Bill Credits,” which is defined in the Act and summarized in the list of terms below. Non-public personal information includes: (i) your name, EPE account number, address, telephone number, email address, meter number, meter read dates, billing periods, utility invoice dates, base rate bill amount for energy used, other charges, including base rate and non-base rate adjustments, taxes, and invoice totals, (ii) your Community Solar Bill Credit amount; (iii) the total value of the Community Solar Bill Credits generated by the Community Solar Facility; (iv) your Subscription’s solar energy generation; (v) your Subscription’s share of generating capacity of the Community Solar Facility; (vi) information on your participation in other distributed generation serving your account; (vii) data collected from your meter(s); (viii) any change in your information listed in this paragraph. EPE will not provide any other information, including personally identifiable information such as your Social Security Number or any financial account number, to the Subscriber Organization.
4. Aggregated Information. You agree that your Subscription production information may be combined with other Subscribers’ information. You also agree that the combined information of the Community Solar Facility may be publicly disclosed to support regulatory oversight of

the “Community Solar Program,” as that term is defined in the Act and summarized in the list of terms below. This includes annual reports related to specific Community Solar Facilities and reporting on complaints, resolution of those complaints, and Community Solar Bill Credits earned and paid. Combined information will not identify you or provide your specific account information, your specific energy usage data, or your specific Community Solar Bill Credits unless you provide written informed consent. Depending on the nature of the combined information, however, it may still be possible to infer the amount of production attributed to your Subscription. The policies of EPE related to sharing combined information are in the attached **Exhibit 1** and are provided to the Subscriber along with this form.

5. Information Request from the New Mexico Public Regulation Commission. You agree that the Subscriber Organization and EPE are authorized to provide any information they have related to you or your participation in the Community Solar Program to the New Mexico Public Regulation Commission. This information is needed to allow proper regulatory oversight of EPE, the Subscriber Organization, and the Community Solar Program.
6. Disputes. You agree that the Community Solar Bill Credits applied to your account by EPE will be calculated and applied based only on the information provided by the Subscriber Organization. As a result, if you have any dispute with the Community Solar Bill Credits, you must bring those concerns or issues first to the Subscriber Organization and not EPE. El Paso Electric will work with the Subscriber Organization as necessary to address any dispute.
7. Liability Release. You release EPE from any and all claims, damages, or losses arising out of the Subscriber’s Organization’s use, misuse, or failure to maintain the confidentiality of your non-public personal information.
8. Tax Implications. EPE makes no representations concerning the tax consequences to you as a Subscriber with respect to Community Solar Bill Credits or your participation in the Community Solar Program.
9. Duration of Consent. Your agreement to the information sharing described in this Consent Form will apply for the duration of the agreement between the Subscriber Organization and EPE, or until you no longer have a Subscription with the Subscriber Organization and the Subscriber Organization notifies EPE of that.
10. Successor or Assigns. This Subscriber Consent Form shall apply to all successors or assigns of EPE and the Subscriber Organization without the need for your additional consent.
11. In case of Subscriber complaints. The Public Regulation Commission urges subscribers to contact their Subscriber Organization’s customer representative with any concerns or complaints about billing or terms of their agreements. If the complaint cannot be resolved, the subscriber should contact the Community Solar Program Administrator at 1-877-794-0109.

If the Program Administrator cannot resolve the complaint, the Program Administrator may escalate the complaint to the Public Regulation Commission’s Consumer Relations Division for informal resolution, at 1-888-427-5772. <https://nm-prc.org>. After investigation of the complaint, the Public Regulation Commission may refer unresolved issues to the New Mexico Office of the Attorney General for further action.

**Please initial the following Subscriber Organization Agreement Terms and Conditions**

Terms and Conditions from Subscriber Organization Agreement	Page of Agreement	Affirmed Subscriber Initial
<b>Subscription Size (kW AC):</b> 101.71 kW AC is the kW AC Subscription Size. The agreement details Subscription Size in the equivalent 304,654 kWhs.	1	
<b>Estimated Contract Effective Date:</b> November 26, 2025	23	
<b>Contract Term (months or years):</b> 25 years	5	
<b>Option to Renew (Y/N):</b> No	N/A	
<b>Enrollment Costs/Subscription Fees:</b>  There are no costs to enroll. Your Subscription Payments will be equal to 90% of community solar credits generated for the relevant account. The utility may charge an administrative cost rider to your utility bill.	4	
<b>Payment Terms:</b>  Payments are invoiced monthly and are due net-30 days via ACH.	4	
<b>Rate Discount:</b>  10%	4	
<b>Estimated Total One Year Payments:</b>  \$18,807.88	35	
<b>Early Termination Fees or Cancellation Terms:</b>  <small>If cancelled prior to Year 5 due to relocation or other material changes, and the subscriber elects not to sell or transfer, and no Eligible Transferee is found within 60 days, the Cover Cost would then equal the NPV of the difference between the Projected Subscriber Payments under the original agreement and the Projected Payments to be made at the Unsubscribed Energy Rate. If cancelled after Year 5, and no Eligible Replacement found, the Cover Cost would be equal to you Actual Savings for the 36-month period prior to cancellation.</small>	16-18; 24-25	



Subscription Portability or Transferability:  The Subscription Agreement may be transferred with 90 days' notice to an approved, eligible transferee given that they provide the necessary utility information, have the same terms and conditions, and meet credit requirements.	10	
Describe the process for customer notification if the project is out of service:  If the project is anticipated to be out of service for an extended period of time, the subscriber will be informed via email, Dashboard message, or another accessible communications method.	8	
Describe the process to notify Subscriber of any changes that would affect the Subscriber or terms of service:  Any changes that would affect the Subscriber or terms of service require notification to be provided by the Subscriber Manager to the Subscriber via email, access to the Dashboard, or another reasonably accessible communications method.	8	

#### List of Terms

1. Community Solar Act. The law creating the Community Solar Program. See NMSA 1978, §§ 62-16B-1 to -8.
2. Community Solar Bill Credits. The credit value of the electricity generated by the Community Solar Facility and allocated to you, the Subscriber. The value of the Community Solar Bill Credit is established by a formula approved by the New Mexico Public Regulation Commission, based on \_\_\_\_\_ EPE \_\_\_\_\_'s cost-of-service studies and published in \_\_\_\_\_ EPE \_\_\_\_\_'s tariffs. Community Solar Bill Credits will be updated with each \_\_\_\_\_ EPE \_\_\_\_\_ general rate case cycle or based on any interim changes to relevant costs-of-service, as approved by the New Mexico Public Regulation Commission and amended tariffs.
3. Community Solar Facility. A facility that generates electricity from solar panels and Subscribers receive a bill credit for a portion of that electricity.
4. Community Solar Program: New Mexico's program that allows customers to subscribe to a solar facility and receive a bill credit for a portion of the electricity generated by that facility.
5. Subscriber: A retail customer of a New Mexico qualifying utility that owns a Subscription to a Community Solar Facility.
6. Subscription: A contract between a Subscriber and a Subscriber Organization to receive a share of a Community Solar Facility.



7. Subscriber Aggregator: A Subscription Manager may hire a separate company to conduct sales and sign customers up for community solar. The sales companies are called Subscriber Aggregators and do not manage the Subscription.
8. Subscriber Organization: A company that owns or operates a Community Solar Facility. The Subscriber Organization may change if a Community Solar project is sold.
9. Subscription Manager: This company handles the daily management of a Community Solar Subscription. This includes working with \_\_\_\_\_ EPE \_\_\_\_\_ to make sure Subscribers receive bill credits and billing Subscribers for the cost of the Subscription. The Subscription Manager may be the same as the Subscriber Organization or a different company hired by the Subscriber Organization.

If Individual:  _____ Your Name  _____ Your Signature  Date: _____	If Entity or Governmental Unit:  _____ Subscriber Name  By: _____  Title: _____  Date: _____
--	--

**Please complete the following Subscriber Information**

Name of Subscriber	Town of Mesilla
_____ Account Number of Subscriber	See Attachment A
Service Address of Subscriber	See Attachment A
Phone Number of Subscriber	(575) 524-3262
Email of Subscriber	mayor@mesillanm.gov
Subscriber Organization Name	United States Solar Corporation (US Solar)
Contact Name at Subscriber Organization (if available)	Connor McCarthy
Address of Subscriber Organization	323 Washington Ave N, Suite 350 Minneapolis, MN 55401
Telephone Number of Subscriber Organization	612-260-2230
Subscription Manager Name	United States Solar Corporation (US Solar)
Subscription Manager Contact Information	info@us-solar.com, 612-260-2230
Subscriber Aggregator Name (if applicable)	United States Solar Corporation (US Solar)



Community Solar Project Information

Community Solar Project Name: USS Jornada Solar LLC
Project Location (Utility Territory): El Paso Electric
Project Nameplate Capacity (in kW AC): 4,995 kW AC
Estimated Commercial Operation Date: 10/7/2026

## EXHIBIT 1 to Community Solar Program Subscriber Consent Form

### Data Privacy Policies of El Paso Electric Pertaining to the New Mexico Community Solar Program

The data privacy policies of El Paso Electric pertaining to the Community Solar Program are as follows and may be changed from time to time as filed in EPE's tariff or as otherwise may be authorized by the New Mexico Public Regulation Commission ("NMPRC").

#### **Definitions**

Unless indicated otherwise, the same definition and meaning of terms in this document are the same as contained in the Community Solar Act or Community Solar Subscriber Organization Agreement. For ease of reference, here are some of the specific definitions:

"          EPE          " means El Paso Electric, a New Mexico corporation, and its affiliates and agents.

"Subscribed Energy" means electricity generated by the Community Solar Facility attributable to the Subscriber's Subscription and delivered to           EPE           on or after the Commercial Operation Date.

"Subscriber" means a retail customer of           EPE          , that owns a Subscription to a Community Solar Facility.

"Subscriber's Account Information" consists of the Subscriber's name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, and Subscriber specific Community Solar Bill Credit(s).

"Subscriber's Energy Usage Data" means data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of the Subscriber's electric usage or electricity production for the service address and account number identified for participation in the Community Solar Program.

"Unsubscribed Energy" means energy, measured in kWh, generated by a Community Solar Facility that is not allocated to a Subscriber.

#### **Overview**

This section addresses how Subscriber's Account Information and Subscriber's Energy Usage Data will be collected, used and shared as part of participation in the New Mexico Community Solar Program.



## 1. How Subscriber's Account Information and Energy Usage Data Will Be Exchanged

### a. Subscriber Specific Information

Once a Subscriber has entered into a Subscription and executed a Subscriber Consent Form, an ongoing data exchange will occur between \_\_\_\_\_ EPE \_\_\_\_\_ and the Subscriber Organization (and their designated subcontractors and agents):

(i) \_\_\_\_\_ EPE \_\_\_\_\_ will disclose the following Subscriber-specific information to the Subscriber Organization:

- Subscriber's Account Information
- Subscriber's Energy Usage Data
- Community Solar Bill Credits

(ii) The Subscriber Organization will disclose to \_\_\_\_\_ EPE \_\_\_\_\_ the following Subscriber-specific information:

- Subscriber's Account Information
- Subscriber Organization allocation for each Subscriber's Subscription stated in kW
- Production data related to the Community Solar Facility stated in kWh, including the amount of any Unsubscribed Energy applied to customer accounts
- Monthly Subscription Information

### b. Aggregated Subscriber Information

Aggregated Subscriber information may be reported as part of Permitted Public Reporting, outlined in Section 2(b) below.

To be considered "aggregated" the reported information must include information attributable to all Subscribers of a Subscriber Organization participating in a specific New Mexico Community Solar Program site. Depending on the nature of the aggregated information, however, from this information alone or in combination with other publicly available information it may still be possible to infer the amount of production attributed to individual Subscribers to the Subscriber Organization.

## 2. How Subscriber's Information Will Be Used

The following outlines how the Subscriber's Account Information and Subscriber Energy Usage Data may be used as part of the New Mexico Community Solar Program.

### a. Program Management

As part of administering the New Mexico Community Solar Program, the Subscriber Organization and \_\_\_\_\_ EPE \_\_\_\_\_ may provide information related to the Subscriber and/or operation of the Community Solar Program to:



- the NMPRC
- the New Mexico Attorney General
- Other governmental or private entities as required by law or regulation

Additionally, as part of administering the New Mexico Community Solar Program, \_\_\_\_\_ EPE \_\_\_\_\_ may share Subscriber’s Account Information and Subscriber’s Energy Usage Data to service providers, agents, or contracted agents who support the program on its behalf. \_\_\_\_\_ EPE \_\_\_\_\_ prohibits these service providers from using or disclosing the Subscriber’s information except as necessary to perform these specific services or to comply with legal requirements. More information about \_\_\_\_\_ EPE \_\_\_\_\_’s general privacy practices is explained in its Privacy Policy available on <https://www.epelectric.com/>.

b. Public Reporting

The Subscriber’s Energy Usage Data of each participating Subscriber to a Subscriber Organization may be combined and reported in the aggregate by the Subscriber Organization in reports regarding the New Mexico Community Solar Program. The identity of specific Subscribers, the specific Subscriber’s Account Information, Subscriber’s Energy Usage Data and Subscriber-specific Community Solar Bill Credit will not be listed in public reports unless the Subscriber has provided the Subscriber Organization with prior written consent.

c. Prohibited Reporting or Sharing

Except as otherwise provided in this document, or as otherwise required by federal and state law or court order, \_\_\_\_\_ EPE \_\_\_\_\_ will not disclose the Subscriber’s Account Information, Subscriber’s Energy Usage Data or Subscriber-specific Bill Credits to a third party without first obtaining the Subscriber’s written consent.

Any requests by the Subscriber Organization to \_\_\_\_\_ EPE \_\_\_\_\_ for information about a Subscriber that is not Subscriber’s Account Information or Subscriber’s Energy Usage Data will require execution of a separate written consent by the Subscriber. Notwithstanding the previous statement, \_\_\_\_\_ EPE \_\_\_\_\_ will not provide the Subscriber Organization with the Subscriber’s Social Security Number unless ordered to do so by the NMPRC, compelled by law or regulation, or required under a court order.

**3. Subscriber Data Access and Correction**

The following outlines what information is available to the Subscriber from \_\_\_\_\_ EPE \_\_\_\_\_ and the Community Solar Subscriber Organization, and methods of correcting any inaccuracies.

a. Information Available from \_\_\_\_\_ EPE \_\_\_\_\_

Subscribers can contact \_\_\_\_\_ EPE \_\_\_\_\_’s call center to obtain information pertaining to their specific Community Solar Bill Credit attributable to their participation in New Mexico Community Solar Program.



The correction of any allocation of previously-applied Bill Credits among Subscribers pertaining to a particular month due to any inaccuracy in information provided by the Subscriber Organization to \_\_\_\_\_ EPE \_\_\_\_\_ with regard to a Subscriber's Subscription shall be the full responsibility of the Subscriber Organization.

The Subscriber Organization is solely responsible for the accuracy of information regarding the Subscriber's share of the Subscriber Organization's energy production provided to the \_\_\_\_\_ EPE \_\_\_\_\_, and the customer must resolve with the Subscriber Organization any dispute regarding the accuracy of such information.

b. Information Available from the Community Solar Subscriber Organization

Subscribers and prospective Subscribers can contact the Subscriber Organization to request the following information:

- A copy of the agreement the Subscriber will be required to enter into with the Community Solar Subscriber Organization.
- Copy of the Community Solar Subscriber Organization's contract with \_\_\_\_\_ El Paso Electric \_\_\_\_\_ for the New Mexico Community Solar Program

**4. Data Retention**

\_\_\_\_\_ EPE \_\_\_\_\_ will retain the Subscriber's Account Information, Subscriber's Energy Usage Data and information on Bill Credits for as long as required under applicable law and the term of any agreements related to the Community Solar Program.



Subscriber Information Disclosure Form – Appendix: Subscription Contact Details

This appendix provides information about the organizations involved in managing your community solar subscription. Community solar subscriptions can be complex and may involve multiple companies. The owner of the community solar project may work with other companies to enroll subscribers and manage subscriptions. Given the number of companies involved, it is important to know whom to contact regarding your subscription. The following types of companies may participate in advertising or managing your community solar subscription:

1. **Subscriber Organization:** This company is the owner of the community solar project that you subscribe to. The Subscriber Organization may change if a project is sold.
2. **Subscription Manager:** This company handles the daily management of your community solar subscription. This includes working with the utility to ensure you receive bill credits and billing you for the cost of your subscription. The Subscription Manager may be the same as your Subscriber Organization itself or a different company hired by the Subscriber Organization. The Subscription Manager may change during your contract period.
3. **Subscriber Aggregator:** Your Subscription Manager may hire a separate company to conduct sales and sign customers up for community solar. These sales companies are referred to as Subscriber Aggregators and do not manage your subscription contract.

If you have any questions about your subscription, contact your Subscription Manager.

<b>Subscription Manager</b>	
Company Name: United States Solar Corporation (US Solar)	Website: <a href="https://www.us-solar.com/">https://www.us-solar.com/</a>
Phone: 612-260-2330	Email: <a href="mailto:info@us-solar.com">info@us-solar.com</a>
Customer Complaint Contact Information:	
<b>Subscriber Aggregator</b>	<b>Sales Agent</b>
Company Name (if applicable): United States Solar Corporation (US Solar)	Name & Company: Connor McCarthy, US Solar

*If you have concerns regarding your community solar subscription or any sales activities, you may contact the New Mexico Community Solar Program Administrator at [admin@csnewmexico.com](mailto:admin@csnewmexico.com). The subscriber agreement is a contract between you (the subscriber) and the Subscriber Organization or Subscription Manager. The Program Administrator is not a party to the contract and cannot provide advice on your contract's terms.*

For more information, please visit: [csnewmexico.com/community-solar-customers](https://csnewmexico.com/community-solar-customers)

Attachment A

<b>Utility Service Address</b>	<b>Account Number</b>	<b>Meter Number</b>
2240 Calle de Santa Ana Mesilla, NM 88046	0052138956	1349725371
2013 Avenida De Mesilla, Mesilla NM 88046	0213420000	1348471119
2364 Avenida De Mesilla, Mesilla NM 88046	1113420000	1347024534
3130 Avenida De Mesilla Light, Mesilla NM 88046	2316410000	1347898085
2552 Avenida De Mesilla Light, Mesilla NM 88046	2516410000	1347899014
2325 W University Ave Flash, Mesilla NM 88046	4206410000	1349172202
2231 Avenida De Mesilla A, Mesilla NM 88046	6113420000	1348570704
2424 Calle De Guadalupe, Mesilla NM 88046	6626410000	1347898989
2670 Calle De Parian, Mesilla NM 88046	7875410000	1348510141
1998 W Union Ave Light, Mesilla NM 88046	8338900000	1348470789
2875 S Highway 28, Mesilla NM 88046	9847900000	1349807644
2251 Ca Santiago Schol Mesilla NM 88046	9975410000	1348571020
2201 Avenida De Mesilla Light, Mesilla NM 88046	5113420000	1361488778
2000 Avenida De Mesilla, Mesilla NM 88046	8243420000	1360014028
2899 Calle Del Sur Mesilla NM 88046	9116410000	1360014053

### US Solar Floating Commercial Sunsubscription<sup>SM</sup> Agreement

This Floating Commercial Sunsubscription<sup>SM</sup> Agreement (this “**Agreement**”) is entered into by and between USS Jornada Solar LLC (together with its successors and assignees, “**US Solar**” or “we”) and the subscriber described below (together with any permitted transferees, “**Project Subscriber**” or “you”) (each a “**Party**” and collectively the “**Parties**”) and is effective as of the date signed by the Parties (the “**Effective Date**”).

<b>Project Subscriber:</b>		<b>US Solar<sup>SM</sup>:</b>	
<b>Name and Address</b>	Town of Mesilla 2231 Avenida de Mesilla Mesilla New Mexico, 88046 Attn: Russell Hernandez	<b>Name and Address</b>	USS Jornada Solar LLC 323 N Washington Ave Suite 350, Minneapolis, MN 55401 Attention: NM CS Notices
<b>Phone</b>	(575) 524-3262	<b>Phone</b>	612-439-2400
<b>E-mail</b>	<a href="mailto:mayor@mesillanm.gov">mayor@mesillanm.gov</a>	<b>E-mail</b>	support@us-solar.com
<b>Utility</b>	El Paso Electric	<b>Project:</b>	USS Jornada Solar LLC
<b>Eligible Address and Account Numbers</b>	See Exhibit G		
<b>Current Distributed Generation (kWdc)</b>	NA		
<b>Historical Energy Use (at the time of signing)</b>	304,654 kWh		
<b>Community Solar Allocation</b>	An amount of solar generating capacity (kW) expected to produce approximately up to 304,654 kWh in year one, the Estimate of Subscribed Energy (kWh), which will be allocated among your Eligible Addresses and Account numbers set forth on Exhibit G. As of the Effective Date, the amount of Subscribed Energy estimated for each Eligible Address and Account number is equal to up to approximately 100% of the AAEC for each such Eligible Address and Account number. Project Subscriber’s AAEC for all of the Eligible Addresses and Account numbers set forth in Exhibit G is equal to approximately <u>304,654</u> kWh.		

This Agreement sets forth the terms and conditions of your subscription to the community solar garden(s) described (or to be described pursuant to Section 11.4) in **Exhibit B** (individually or collectively, as context requires, a “**Project**”) and installed at the project site(s) described (or to be described pursuant to Section 11.4) in **Exhibit B** (individually and collectively, as context requires, a “Project Site”). Capitalized terms not otherwise defined herein shall have the meaning as used in the Community Solar Subscriber Organization Agreement.

The exhibits listed below are incorporated by reference and made part of this Agreement.

**Exhibit A** Definitions

**Exhibit B** Project Site (s)

**Exhibit C** (Reserved)

**Exhibit D** Production Estimate

**Exhibit E** Utility Bill Credit Tariff

**Exhibit F** Standard Disclosure and Consent Form for Project

**Exhibit G** Project Subscriber Data Subscriber Rate Type, Bill Credit Rate, Subscription Discount Rate, and Estimated One Year Payments

**Exhibit H** Notice of Cancellation

## **ARTICLE 1 SUBSCRIPTION**

1.1 Subscribing to Project Capacity. You are subscribing to the Community Solar Allocation (“**CS Allocation**”) identified for the Project on the front page of this Agreement on the terms and conditions set forth herein. For purposes hereof, each Eligible Address and Account number is its own subscription for purposes of the Program Rules.

1.2 Bill Credit Value. (a) As more fully detailed in the Utility Bill Credit Tariff, and subject to the terms and conditions of this Agreement, as long as you and each relevant account remain eligible under this Agreement, your CS Allocation entitles you to receive a Bill Credit against your monthly retail electrical bill equal to the product of (i) the amount of your Subscribed Energy for each Production Month, and (ii) your applicable Bill Credit Rate. Bill Credits are the dollar amounts paid by the Utility to you as a credit on your retail electric bill to compensate you for your beneficial share of the solar electricity produced by your CS Allocation and delivered to the Utility from the Project.

(b) We make no representation or warranty as to the likelihood that any Bill Credits will create any specific amount of economic benefit at any time or over any period of time or over the Term of this Agreement as a whole, or that the Bill Credits will create a positive economic benefit to you. The estimate of potential benefits contained herein are based on a number of assumptions about estimated Subscribed Energy, Bill Credit Rates, Applicable Laws currently in place, the Utility’s retail electrical rates, and a number of other factors beyond the control of US Solar. Any estimate by US Solar herein or elsewhere given to Project Subscriber as to any expected benefit to Project Subscriber from the Bill Credits at any time or over any period of time is purely an estimate based on the information available to US Solar and related assumptions at the time and is not a guarantee that any positive economic benefit will accrue to Project Subscriber from the Bill Credits or that any specific amount of benefits will accrue to Project Subscriber at any time, or over any period of time, or over the Term of the Agreement.

1.3 Bill Credit Rate. The Bill Credit Rate that you will receive is found in the Utility Bill Credit Tariff (as defined in **Exhibit A**) and may be recalculated from time to time by the Utility. Bill Credits are provided by the and regulated by the NMPRC.

See **Exhibit G** for your account-level Subscriber Rate Type and applicable Bill Credit Rate as of the Effective Date.

1.4 Subscribed Energy. The estimated amount of Subscribed Energy produced by your CS Allocation is set forth in **Exhibit D**. Please note that we make no representation or warranty as to the likelihood that the Project will generate any specific amount of electricity or sufficient electricity so as to create any specific or minimum Bill Credits to Project Subscriber during any period of time or over the Term of the Agreement as a whole. The production estimate described in Exhibit D is based on a number of

assumptions about final Project specifications, expected solar insolation at the Project Site, and performance of the modules and other Project equipment, the accuracy of production estimating software and other factors affecting possible production which are not within the control of US Solar. Circumstances experienced at the Project will deviate from historical data and other assumptions and projections. The actual production of energy of electricity by the Project and delivery of energy, including Subscribed Energy, by the Project is also subject to lack or overabundance of sunlight, other adverse weather, equipment failures, curtailments or outages by the Utility, Force Majeure events (as defined in the Program Agreements), and other events beyond the control of US Solar. The production estimate and any other estimate communicated by US Solar to Project Subscriber of expected energy production from the Project at any time or over any period of time is purely an estimate based on the information available to US Solar at the time and is not a guarantee that any such production will occur or that any particular amount of Subscribed Energy will be received by Project Subscriber at any time or over any period of time, including the Term of this Agreement.

1.5 Sunscription<sup>SM</sup> Rate and Payments.

- (a) Your Sunscription<sup>SM</sup> Rate for each Production Month will be equal to 90% of the Bill Credit Rate for each of your Subscriber Rate Types, as listed in **Exhibit C**. In other words, the Sunscription Rate<sup>SM</sup> is 10% less than the Bill Credit Rate. This will result in a new line item on your monthly utility bill that reduces your bill by up to 10% relative to your utility bill without the subscription.
- (b) The monthly payment amount you owe to US Solar (each, a “**Sunscription<sup>SM</sup> Payment**”) is equal to the product of (i) your Subscribed Energy produced in a given Production Month, and (ii) your Sunscription<sup>SM</sup> Rate.
- (c) Sunscription<sup>SM</sup> Payments will be invoiced monthly by US Solar or a designated third-party Subscription Manager, beginning the first month after the Project COD, and you agree to make, via Automated Clearing House (“ACH”) or another payment method approved by US Solar, the full monthly Sunscription<sup>SM</sup> Payment within thirty (30) calendar days of receiving the invoice.  
You hereby give us permission to enroll you and the Solar Garden into Utility Combined Billing (“UCB”) when available, at no additional cost to you from US Solar. Utility charges may apply. You agree to take any additional steps needed with the Utility to complete this enrollment if directed by us. Once enrolled, you will no longer receive a separate invoice from US Solar and all charges will be found on your Utility bill.
- (d) Interest shall accrue on overdue Sunscription<sup>SM</sup> Payments not subject to a good-faith dispute, at rate equal to the lesser of (i) six percent (6.00%) per annum simple interest or (ii) the maximum amount allowed under Applicable Laws.

1.6 No Additional Payments. The Sunsubscription<sup>SM</sup> Payments are the only payments you will be required to make to us for your CS Allocation. There are no other nonrecurring (one-time) charges or recurring (monthly, yearly) charges except as referenced in this section 1.6, and we do not have any right to compel you to pay any additional funds except in connection with Section 5.4 (Taxes) or the events described in Section 6.2 (Sale or Transfer), 10.3 (Cancellation Remedies) and Section 10.4 (Default Remedies). We do not have any right to compel you to advance or pay any additional funds for the construction or maintenance of the Project or your CS Allocation. No security deposit is required by you under this Agreement.

1.7 Utility Charge. To cover the Utility's cost to operate the Community Solar Program, per the Applicable Laws the Utility may charge Subscribers a monthly administrative cost rider that applies to the kilowatt-hours produced.

1.8 Treatment of Excess Bill Credits. As per the Applicable Laws, the Utility will carry over any excess Bill Credits (*i.e.*, that exceeds the amount you owe the Utility for your regular retail service in the billing period) and apply it to the subscriber's next monthly Utility bill unless and until the subscriber cancels service with the qualifying utility.

1.9 Ownership Limitation. Project Subscriber is not purchasing, and US Solar is not selling or transferring to Project Subscriber:

- (a) Any ownership or lien in any specific modules or tangible component of the Project;
- (b) Any ownership or membership interests or rights in US Solar or any entity which owns or may subsequently own the Project (the "**Project Owner**") or any financial rights or distributions associated with such ownership;
- (c) Any right to any payment by the Utility to US Solar or the Project Owner with respect to the Unsubscribed Energy Tariff;
- (d) Any right to manage, direct, control or operate the Project, US Solar or the Project Owner; or
- (e) Any RECs produced by the Project or any payment by the Utility to US Solar or the Project Owner with respect to the RECs.

1.10 Term. The term of the Agreement ("**Term**") shall begin on the Effective Date and shall end twenty-five (25) years after the Project COD unless otherwise provided for in this Agreement or to allow for any extension provided under the related Program Rules.

## **ARTICLE 2 PROGRAM RULES AND AGREEMENTS**

2.1 Program Rules and Agreements. With respect to the Project, US Solar or the Project Owner will enter into the New Mexico Community Solar Program

(“**Program**”)’s standard Program Agreements with the Utility, and be bound by the Program Rules. Among other things, these Program Rules and Program Agreements provide for the following:

- (a) US Solar acting as the Project operator;
- (b) Sale and delivery of all electricity generated by the Project to the Utility, and sale and delivery of all RECs generated by the Project to the Utility or another third party;
- (c) Allocation to subscribers by the Utility of Bill Credits in exchange for delivery by US Solar, or the Project Owner, of the electricity and RECs generated by the Project; and
- (d) US Solar ensuring the Project’s compliance with the Program Rules and our Sunscription Eligibility Requirements per Section 3, below.

2.2 The New Mexico Community Solar Program Subscriber Disclosure and Consent Form (“**Consent Form**”). This is a program document that you will be required to sign in order to participate. Please see **Exhibit F** for the form of Consent Form. Among other things, the Consent Form provides for the assignment of energy and RECs to the Utility, includes several acknowledgments by both you and US Solar, and provides information regarding the following:

- (a) US Solar acting as the Subscriber Organization;
- (b) Data access, control, and disclosure;
- (c) Contacting the Utility about certain questions regarding your Bill Credits; and
- (d) Contacting US Solar about questions regarding this Agreement and Project-related items.

For each Consent Form you execute, you hereby authorize US Solar, without any further consent or actions on your part, to insert all applicable Project information, date the Consent Form, and complete all other necessary information.

### **ARTICLE 3 ELIGIBILITY AND REQUIRED DOCUMENTATION**

3.1 Subscription Eligibility Requirements. This Agreement is only available to non-residential customers of the Utility that are an “Eligible Subscriber”, as defined in **Exhibit A**, satisfy US Solar’s credit requirements, and provide a valid email address for communication with US Solar.

- (a) By executing this Agreement, you represent and warrant that the following statements are true and complete, and you agree to notify us promptly if any of these statements ceases to be true:

- i. your address, account number(s), rate class and annual meter usage listed in Exhibit G are accurate and the customer name on your Utility account is identical to your name as stated on the cover page of this Agreement;
- ii. you have disclosed and will disclose to us the existence of any on-site generation or other community solar subscription serving your Eligible Address; and
- iii. you meet the definition of Eligible Subscriber in **Exhibit A**.

(b) To confirm your eligibility, you must also complete the Required Documentation described in Section 3.4 below.

(c) All conditions and the continued accuracy of your representations and warranties in this Section 3.1 together constitute the requirements of your participation as a subscriber in the Project ("**Sunscription Eligibility Requirements**"). Your failure to maintain eligibility may result in the Utility not allocating you Bill Credits and/or cancellation per Section 10.1(b)(i).

3.2 Eligibility Data. You acknowledge that the account data contained in **Exhibit G** is complete and accurate—You agree to provide US Solar and the Project Owner with any additional information we request to determine, verify, or confirm your eligibility at any time during the Term.

3.3 Authorization to Access Data. You authorize US Solar and the applicable Project Owner to use all eligibility data set forth in **Exhibit G**, as well as your electric bills for each Eligible Address for the most recent twelve (12) months, to assist US Solar and the applicable Project Owner in confirming your eligibility.

3.4 Required Documentation. In addition to your execution of this Agreement, you must execute additional relevant documents ("**Required Documentation**") upon our request, including:

- i. the Consent referenced in Section 2.2, which the Program Rules establish as a prerequisite for entering this Agreement; and
- ii. any other document reasonably required by the Utility, Program Administrator, or US Solar to effectuate your subscription and maintain compliance with the Program Rules.

You also agree to provide us with any additional information we request to determine, verify, or confirm your eligibility at any time during the Term, and you authorize us to use such information to assist us in confirming your eligibility.

3.5 Authorization to Allocate Subscription. You authorize US Solar, our Subscription Manager, and/or the Project Owner to allocate your Utility account to the CS Project, and to switch your electric account to billing under the applicable Utility Rate Tariff<sup>2</sup> as permitted by the Program Rules.

3.6 Credit Information. Subject to the confidentiality and privacy provisions of Section 8.1, you agree to provide US Solar with information reasonably necessary for US Solar, the Project Owner, or its Financing Parties to confirm your creditworthiness.

#### **ARTICLE 4 US SOLAR RESPONSIBILITIES**

4.1 Design and Implementation. We agree to develop, design, finance and construct the Project(s), including, but not limited to, site acquisition, the filing of interconnection applications and procurement of an Interconnection Agreement with the Utility, the selection and procurement of Project components, and the installation and testing of all Project components.

4.2 Eligibility Compliance. US Solar is responsible for confirming compliance with the Program's eligibility requirements, including verification of the eligibility information you have provided to US Solar.

4.3 Outages. If the Project is anticipated to be out of service for an extended period of time (an "Outage"), we or our Subscription Manager will inform you of such Outage either via email, access to the Dashboard (if applicable) or another reasonably accessible communications method. Such communication will include any information required by the Program Rules.

4.4 Maintenance and Operational Changes. We will maintain the Project in a prudent manner and in accordance with industry standards throughout the Term. We will provide you with notice via email, access to the Dashboard (if applicable) of any material repair or replacement event that is reasonably anticipated to exceed one hundred eighty (180) days. We will also provide you with notice of any change that could materially impact the value of your CS Allocation.

#### **ARTICLE 5 FURTHER INFORMATION**

5.1 Unsubscribed Energy. Unsubscribed energy will be purchased by the Utility from the Project Owner in accordance with the Unsubscribed Energy Tariff and Applicable Laws.

5.2 Project Insurance, and Long-Term Maintenance Plan. Prior to Project COD, US Solar or another appropriate third party will procure, and for the Term will

maintain, insurance coverages of a type and an amount that is standard in the solar industry for projects of similar size and design.

Prior to Project COD, US Solar or other appropriate third party will prepare a long-term maintenance plan, and for the useful life of the Project, that will be substantially consistent with long-term maintenance plans standard in the solar industry for projects of similar size and design.

5.3 Other Agreements and Documents.

(a) Upon your request we will provide the following when and as available:

- i. Certificate(s) of insurance; and
- ii. Long-term maintenance plan.

(b) We will provide you with any other information that you may request, or that we may be required to deliver, under the Program Rules or the Utility Bill Credit Tariff.

(c) You agree to sign an acknowledgment of receipt of any such materials.

5.4 Information Sharing. The Parties acknowledge the Consent Form contains certain provisions relating to your account information and energy use data, and agree to adhere to those provisions.

5.5 Fair Disclosure. You acknowledge that, prior to entering into this Agreement and becoming a Subscriber, we fairly disclosed to you the future potential costs and benefits of your Subscription and provided you with a Consent Form that is specific to you and the Project.

5.6 Taxes. You recognize that neither we nor the Utility makes any representations or warranties concerning the taxable consequences, if any, to you with respect to your Bill Credits, your Sunsubscription<sup>SM</sup> Payments, or your participation in the Project. You are responsible to either pay or reimburse us for any and all Taxes assessed on the generation, sale, delivery, or consumption of your Subscribed Energy or your Bill Credits. In the event the Project Subscriber is eligible for a tax exemption, Project Subscriber shall provide to US Solar the applicable tax exemption certificate and/or documentation. US Solar shall reasonably cooperate with Project Subscriber to maximize the benefit of any available tax exemptions.

5.7 Securities Laws. Neither we nor the Utility makes any representations or warranties concerning the implication of any federal or state securities laws with respect to this Agreement or your CS Allocation. Neither this Agreement nor your CS Allocation has been registered under the Securities Act of 1933, as amended, or any state securities laws. Neither US Solar nor the Project Subscriber believes this Agreement or the CS

Allocation constitutes a security governed by such laws. Project Subscriber represents and agrees that (i) it is not entering into this Agreement or acquiring the Bill Credits for the purpose of making a market in such interests or trading them on any securities market or equivalent thereof which might fall within the scope of such laws; and (ii) it is not relying on the advice or due diligence efforts of US Solar in entering into this Agreement. You are urged to seek your own professional advice on these matters.

## **ARTICLE 6 TRANSFERABILITY**

6.1 General. This Agreement and your Bill Credits are your personal property. Your ability to continue to receive Bill Credits is dependent upon your continuing compliance with the Sunsubscription Eligibility Requirements and your payment of the Sunsubscription<sup>SM</sup> Payments. This Agreement and your right to receive Bill Credits are transferable only as set forth below. This Agreement and your right to receive Bill Credits are not transferable by you, whether voluntarily or by operation of law, at any time when you are in default under this Agreement, unless approved by US Solar.

6.2 Sale or Transfer to Other Eligible Subscribers. You may not sell or transfer this Agreement, or any portion of your CS Allocation to any person or entity without US Solar's prior written consent (not to be unreasonably withheld, conditioned or delayed). It being expressly understood and agreed that any sale or transfer by you to any person or entity who, at the time of the sale or transfer meets the Sunsubscription Eligibility Requirements and credit requirements for the Project. Any amounts you collect from a transferee in respect of your transfer of this Agreement, or any portion of your CS Allocation, belongs to you. Neither US Solar nor the Project Owner will have any claim or right to any such amounts you may receive.

Without limitation to the foregoing, your sale or transfer of your CS Allocation for the Project is expressly conditioned upon:

- (a) Subscription Manager receiving at least ninety (90) calendar days' prior written notice identifying the prospective purchaser or transferee, providing the physical address at which it takes electric service from the Utility, the Utility account number and all other information needed to determine its eligibility to be a subscriber, as well as any other subscriptions in the Project or other community solar projects held by the proposed transferee, and any solar facility owned or leased by the proposed transferee at the address associated with the proposed transfer;
- (b) Receipt by US Solar of authorizations from the proposed transferee needed to access their Utility account data, and receipt by US Solar of usage data at the proposed transferee's address needed to calculate its historic electrical usage;
- (c) Determination by US Solar that the proposed transferee meets the Sunsubscription Eligibility Requirements;

- (d) Determination by US Solar that the proposed transferee is eligible to be a Subscriber in the relevant Project and that its participation as a Subscriber will not cause the Project to fail any Eligibility Requirement or otherwise fail to comply with any Applicable Laws or contractual obligations to the Utility;
- (e) The proposed transferee's (i) express written assumption of this Agreement or execution and delivery of a new subscription agreement with US Solar as to the CS Allocation on the same terms and conditions as this Agreement, including the cure of any prior defaults arising under this Agreement; and (ii) execution of a Consent Form or any other document reasonably required by US Solar, the Program Administrator, or the Utility to effectuate the transfer and to maintain compliance with the Program Rules;
- (f) The proposed transferee meeting our credit requirements; and
- (g) US Solar receiving any applicable Cover Cost Amount from Project Subscriber due to the transfer, including changes to Subscriber Rate Types.

US Solar shall notify the Utility of any such transfer so that the Utility may change the applicable subscriber benefits to apply to the transferee's retail Utility electric account.

### 6.3 Relocation/Sale of Eligible Address.

- (a) If during the Term you move from an Eligible Address and are no longer the Utility account-holder at that address, you may transfer all or part of your CS Allocation to another Eligible Address of yours (new or existing) conditioned on the following:
  - i. You provide us with at least one hundred and twenty (120) calendar days' notice of such transfer; and
  - ii. We determine that the new address, including the prior electrical usage at that address, will allow for the transferred CS Allocation to continue to meet the Sunsubscription Eligibility Requirements.
- (b) If during the Term you move from or sell an Eligible Address and are no longer the Utility account-holder at that address, and you are not relocating to a new Eligible Address or do not have sufficient subscription capacity at another Eligible Address, before moving you must either:
  - i. Sell or transfer the relevant portion of your CS Allocation in accordance with Section 6.2. If requested by you, we will use commercially reasonable efforts for up to one hundred eighty (180) calendar days to assist you in this process; or
  - ii. Cancel the relevant portion of your CS Allocation pursuant to Section 10.1 (a)(ii) or (iii) below.

- (c) You are obligated to maintain compliance with the Sunsubscription Eligibility Requirements and to notify us if you plan to be out of compliance. You acknowledge that your failure to maintain compliance with the Sunsubscription Eligibility Requirements may result in the Utility not paying you Bill Credits and our cancellation of the relevant CS Allocation.
- (d) This Agreement confers to us no right to interfere with, or require our consent to, your sale or transfer of your real property.

6.4 Reallocation. Notwithstanding anything to the contrary herein or in any other agreement, US Solar reserves the right, at its option and in its sole discretion, to assign all or a portion of your CS Allocation among one or more systems that meet and satisfy the Program eligibility requirements and from which you are eligible to receive all or such portion of CS Allocation in accordance with the Program. In the event that US Solar re-allocates all or a portion of your CS Allocation to a different project, the Parties agree to modify any terms of this Agreement as necessary to effectuate or reflect the details of such assignment(s), including, without limitation, such modifications to Exhibit B to reflect the new Project. US Solar will provide you with reasonable notice of any such assignment and re-allocation. To effectuate such assignment and re-allocation, US Solar will provide you with revised copies of Exhibit B and Exhibit D, as applicable. Upon receipt of such revised Exhibits, the Agreement will be deemed to incorporate such revised Exhibits without further action by the Parties.

## **ARTICLE 7 ASSIGNMENTS; FINANCING**

7.1 Assignment. We may, without your prior consent, in whole or in part, (i) assign, mortgage, pledge or otherwise collaterally assign our interests in this Agreement and the Project to any Financing Party, (ii) directly or indirectly assign this Agreement and the Project to the Project Owner, an affiliate or subsidiary of ours or any third party acquiring the Project or the Project Owner, (iii) assign this Agreement and the Project to any entity through which we are obtaining financing or capital for the Project, and (iv) assign this Agreement and the Project to any person succeeding to all or substantially all of our assets. In the event of any such assignment (other than a collateral assignment), we shall be released from all our liabilities and other obligations under this Agreement (only upon assumption of our obligations hereunder by the assignee). However, any assignment of our rights and/or obligations under this Agreement shall not result in any change to your rights and obligations under this Agreement. For the avoidance of doubt, any subsequent assignee of US Solar may assign its interest at any time, and without your consent, to another person or another Financing Party in accordance with the terms of this Agreement. If the Financing Party or its successor becomes the owner of our interest by foreclosure or otherwise, it may sell or transfer that interest to any third party without your consent.

7.2 Changes. You acknowledge that we may obtain construction and long-term financing from one or more Financing Parties. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with any assignment by us (or the Financing Parties, as described herein), you agree to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties. If this Agreement applies to more than one Project, you also agree to execute a separate Agreement for each Project if requested by us in connection with such assignment.

7.3 Notice and Opportunity to Cure. You may not terminate or suspend your performance due to our Event of Default unless you have given the Financing Parties prior written notice of your intent to so terminate or suspend this Agreement. In your notice you will describe the circumstances giving rise to our default and provide the Financing Parties with the opportunity to cure the default within thirty (30) calendar days after receipt of such notice or any longer period provided for in this Agreement. If our default reasonably cannot be cured by the Financing Parties within the period provided and the Financing Parties commence and pursue to cure of such default within that period, the period for cure will be extended for a reasonable period of time under the circumstances, but not to exceed an additional sixty (60) days. The Parties' respective obligations under this Agreement will otherwise remain in effect during the cure period. If the Financing Parties or an assignee (including any buyer or transferee) acquires title to or control of our assets and within the applicable time periods cures all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third party or entity, then such Financing Parties or third party transferee will no longer be in default under this Agreement, and this Agreement will continue in full force and effect.

## **ARTICLE 8 PRIVACY; CONFIDENTIALITY; PUBLICITY**

8.1 Subscriber Data. US Solar will not disclose your Utility account information, energy usage data, Bill Credits, or any other personal information (collectively, "**Project Subscriber Data**") to any person except to (i) the Utility, to the extent required by Applicable Laws and Program Rules, for the purpose of maintaining the Project, your eligibility to subscribe to the Project, and your CS Allocation, and Bill Credits; (ii) accountants or attorneys of US Solar to the extent necessary for them to render advice or perform professional services associated with the Project or this Agreement; (iii) advisors, affiliates, agents, or representatives of US Solar (including, without limitation, any third party customer management service provider) to the extent necessary for them to render advice or perform professional services associated with the Project or this Agreement, but only if such disclosure is subject to the obligation or agreement of the recipient in writing to keep such Project Subscriber Data confidential on substantially the same terms as those set forth herein; (iv) to actual or potential Financing Parties or Project

Owners to confirm your eligibility; or (v) as otherwise required by Applicable Laws or pursuant to an order of a court or other governmental authority having jurisdiction over the matter. US Solar shall comply with all Applicable Laws with respect to privacy and non-disclosure of consumer or financial data. A copy of US Solar's data privacy policy shall be provided to you upon your request.

8.2 Confidential Information of US Solar. Certain information and data provided by US Solar with respect to the Project or other aspects of US Solar's business may be designated by US Solar as confidential and proprietary information (collectively, "**US Solar Data**"). You agree not to share any US Solar Data with any other Person, including, but not limited to, any other developer of community solar projects or anyone otherwise competing with US Solar, except that Project Subscriber may share such US Solar Data with (i) with Project Subscriber's accountants or attorneys for the purposes of assessing whether to enter into this Agreement and for tax filings and similar purposes, but only if such disclosure is subject to the obligation or agreement of the recipient in writing to keep such US Solar Data confidential; or (ii) as otherwise required by Applicable Laws. US Solar designates this Agreement as "US Solar Data" in this respect.

8.3 Publicity. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement or related to Project Subscriber's participation in the Project, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Notwithstanding the foregoing, the Project Subscriber agrees that US Solar can use Project Subscriber's logos in their respective marketing materials.

## **ARTICLE 9 DISPUTE RESOLUTION**

### 9.1 Program Disputes.

- (a) Any dispute or question which you have with respect to the application by the Utility of the Bill Credits to your retail electric bill, in particular the applicable Bill Credit Rate that the Utility used to determine the amount of your Bill Credits, shall be directed by you to the Utility for resolution. You may request that US Solar assist you in this respect. You acknowledge that your obligation to make your Sunsubscription<sup>SM</sup> Payments is independent of the amount of your Bill Credits.
- (b) Any issue or dispute identified by you with respect to the Utility's actions with respect to the Project or the Bill Credits other than as described in Section 9.1(a) shall be referred to US Solar. If the dispute or question is not resolved to the Project Subscriber's satisfaction, you have the right to refer the issue directly to the New Mexico Public Regulatory Commission Consumer Relations Division (17.9.573.17C NMAC):

New Mexico Public Regulatory Commission  
142 W Palace Ave,  
Santa Fe, NM 87501  
Tel: 1-888-427-5772

The Program Administrator  
Tel: (877) 794-0109  
Email: admin@csnewmexico.com

9.2 Disputes between Parties.

- (a) The Parties shall attempt in good faith to resolve all disputes arising in connection with the interpretation or application of the provisions of this Agreement or in connection with the determination of any other matters arising under this Agreement by mutual agreement.
- (b) Any dispute or issue a Party may have arising from or related to this Agreement, which are not resolved by communications between Project Subscriber and US Solar representatives in person, over the phone, or electronically shall be submitted to the other Party in writing. Each Party shall assign an officer or senior management executive to address or negotiate a resolution with the other Party. The Parties agree to attempt to reach a resolution of such dispute within ten (10) calendar days or such longer period as the Parties may agree.
- (c) We shall perform any calculation called for hereunder and do so in a commercially reasonable manner and in accordance with industry accepted standards. Any dispute regarding the results of any such calculation shall be resolved by having an independent consultant having nationally recognized credentials, such as Navigant Consulting, Inc. or Leidos, Inc., perform the calculation at the disputing Party's expense. Such consultant's results shall be binding on the Parties absent manifest error.
- (d) During the pendency of any dispute hereunder, the Parties shall continue to perform their respective obligations under this Agreement.
- (e) Any dispute arising from or relating to this Agreement not resolved by the Parties under Section 9.2(a)-(b) above shall be arbitrated in-Santa Fe, New Mexico or such other location in New Mexico mutually agreeable to the Parties. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration.

**ARTICLE 10**  
**CANCELLATION EVENTS; EVENTS OF DEFAULT; REMEDIES**

10.1 Cancellation Events.

- (a) You may cancel all or part of your CS Allocation relating to the Project to the extent that:
- i. The Project becomes ineligible to continue participating as a project in the Program during the Term, and additional capacity in another project owned by US Solar or its affiliates does not exist;
  - ii. Prior to the fifth (5<sup>th</sup>) anniversary of the COD of the Project, you become aware that, due to relocation, or other material changes, your CS Allocation will no longer satisfy the Subscription Eligibility Requirements and you elect not to sell or transfer, or cannot sell or transfer on the same terms and conditions, your CS Allocation to another eligible Utility customer that meets the Subscription Eligibility Requirements;
  - iii. From and after the fifth (5<sup>th</sup>) anniversary of the COD of the Project, you become aware that, due to relocation or other material changes, your CS Allocation will no longer satisfy the applicable Eligibility Requirements and you elect not to sell or transfer, or cannot sell or transfer on the same terms and conditions, your CS Allocation to another eligible Utility customer that meets the Subscription Eligibility Requirements.
- (b) We may cancel all or part of your CS Allocation relating to the Project to the extent that:
- i. You fail to meet the Subscription Eligibility Requirements (other than US Solar's credit requirements) at any time during the Term;
  - ii. Your CS Allocation is transferred by operation of law as defined in Section 10.7 to an ineligible person or entity and is not sold to an Eligible Transferee within the time provided;
  - iii. Prior to the start of Project construction, we are not able to confirm your creditworthiness;
  - iv. Prior to the start of Project construction, we determine to terminate the development of the Project; or
  - v. We elect for any other reason to cancel or terminate all or part of your CS Allocation.
- (c) Cancellation under Sections 10.1(a)(i) or 10.1(b)(iii) or (iv) will be effective upon delivery of written notice by the cancelling Party to the other Party. Cancellation under Sections 10.1(a)(ii), (iii) or 10.1(b)(i), (ii) or (v) will be

effective one hundred and eighty (180) days after written notice by the cancelling Party to the other Party. During such one hundred and eighty (180) day period, you will continue making such Sunscription<sup>SM</sup> Payments as would have been payable by you had no cancellation occurred. All cancellation notices shall include a description of the circumstances giving rise to the Cancellation Event and the specific portion of CS Allocation canceled.

- (d) Per NM Stat § 57-12-21, you, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See **Exhibit H** attached for the form Notice of Cancellation explaining this right.

10.2 Events of Default. Each of the following events shall be an Event of Default under this Agreement:

- (a) A Party breaches any material representation or warranty or fails to perform a material obligation set forth in this Agreement and does not cure such breach or failure within thirty (30) calendar days of written notice of the breach from the non-defaulting Party.
- (b) With respect to Project Subscriber, failure to make any Sunscription<sup>SM</sup> Payment when due, and failure to cure the default within ten (10) business days after written notice of such failure from US Solar.

10.3 Cancellation Remedies.

- (a) In the case of a cancellation pursuant to Sections 10.1(a)(i), or 10.1(b)(iii), (iv) or (v), you will owe nothing with respect to the amount of CS Allocation cancelled.
- (b) In the case of a cancellation pursuant to Sections 10.1(a)(ii) or (iii) or 10.1(b)(i) or (ii) (each, a “**Covered Cancellation Event**”), you will be responsible for paying the Cover Cost Amount, if any, with respect to the amount of CS Allocation cancelled, subject to the following:

We will use commercially reasonable efforts for up to sixty (60) days after such cancellation (“**Cancellation Replacement Period**”) to secure one or more Eligible Transferee who will subscribe to the entire cancelled portion of your CS Allocation at no less than your Sunscription<sup>SM</sup> Rate. If we are successful, your Cover Cost Amount will be zero. To the extent during the Cancellation Replacement Period we are unsuccessful in securing one or more Eligible Transferees who will subscribe to the entire cancelled portion of your CS Allocation, the Unsubscribed Energy rate provided for in the Utility’s Rate Tariff will be used in lieu of a transferee Sunscription<sup>SM</sup> Rate for purposes of

determining the Cover Cost Amount under clause (b) of the definition of Cover Cost Amount.

- (c) At the end of the Cancellation Replacement Period, we will determine the Cover Cost Amount and other amounts owing by you and provide you written notice of same. That amount will become due and payable by you within ten (10) business days of your receipt of this notice.
- (d) If you cancel less than all of your CS Allocation, after paying the Cover Cost Amount, your remaining Sunscrition<sup>SM</sup> Payments will reflect your appropriately reduced CS Allocation.
- (e) You will be responsible for reimbursing us for any costs we reasonably incur in identifying an Eligible Transferee who will subscribe to the cancelled portion of your CS Allocation and in the execution of related documentation.
- (f) Upon cancellation of the entire CS Allocation, we may terminate this Agreement in its entirety.

10.4 Default Remedies. In the event a defaulting Party fails to cure an Event of Default within the applicable cure period, the non-defaulting Party may:

- (a) With respect to an Event of Default by Project Subscriber:
  - i. We may terminate this Agreement immediately by notifying you in writing.
  - ii. We may direct the Utility to remove you as a subscriber with respect to the Project, and you will no longer receive Bill Credits associated with the CS Allocation.
  - iii. You will owe the Cover Cost Amount (defined in Exhibit A), if any.
    - 1. We will use commercially reasonable efforts for sixty (60) calendar days after your Event of Default (“**Default Replacement Period**”) to secure one or more Eligible Transferees who will subscribe to your entire CS Allocation at no less than your Sunscrition<sup>SM</sup> Rate. If we are successful, your Cover Cost Amount will be zero.
    - 2. To the extent during the Default Replacement Period we are unsuccessful in securing one or more Eligible Transferees who will subscribe to your entire CS Allocation, the Unsubscribed Energy Tariff rate will be used in lieu of a transferee Sunscrition<sup>SM</sup> Rate for purposes of determining the Cover Cost Amount.

- iv. You will owe an amount equal to the Sunsubscription<sup>SM</sup> Payments that would have been payable by you during the Default Replacement Period absent the Event of Default.
  - v. At the end of the Default Replacement Period, we will determine the Cover Cost Amount and other default-related amounts owing by you and provide you with written notice of same. These amounts will become due and payable immediately by you upon your receipt of this notice.
  - vi. You will be responsible for reimbursing us for any costs we reasonably incurred in attempting to identify an Eligible Transferee and in the execution of related documentation.
  - vii. Upon termination of this Agreement, we shall have no further obligations to you hereunder.
- (b) With respect to an Event of Default by US Solar:
- i. Prior to the Project COD, you may terminate this Agreement at any time by notifying us in writing.
  - ii. After the Project COD, you may terminate this Agreement only if our default results in your CS Allocation not producing any Subscribed Energy for one hundred eighty (180) consecutive calendar days or more.
  - iii. Upon termination, you shall have no further obligation to us except for obligations arising or accruing prior to termination.

10.5 No Consequential Damages. No Party shall be liable to the other Party for any indirect, special, punitive, exemplary, incidental, or consequential damages, whether arising in contract, tort, under statute, or in equity, and each Party waives its rights to any such damages. In no event will the Cover Cost Amount constitute, or be deemed to constitute, indirect, special, punitive, exemplary, incidental, or consequential damages.

10.6 No Warranty; Exclusive Remedies; Limitation of Liability. NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. The remedies set forth in this Agreement shall be the Parties' sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise. Notwithstanding anything to the contrary herein, US Solar's total liability under this Agreement will in no event exceed the

aggregate of all payments made by Project Subscriber hereunder during the preceding twenty-four month period in which the initial claim arose.

10.7 Involuntary Transfers. Upon transfer of title or control of the Eligible Address or your CS Allocation, or portion thereof, due to bankruptcy, foreclosure or operation of law for other reasons, you or the transferee must notify US Solar immediately. During any period of time in which a trustee, receiver, or creditor is in possession of the Eligible Address and assumes responsibility as the Utility account holder at the Eligible Address, such transferee shall be deemed to have succeeded to your rights and obligations under this Agreement at the Eligible Address during the period of its possession. Upon the transfer of title to the property at the Eligible Address and the CS Allocation to a creditor or other third party, the transferee shall notify US Solar of the transfer. If the transferee(s) meet all relevant Sunscription Eligibility Requirements, the transfer shall be treated as a sale or transfer of the CS Allocation to such transferees upon completion of the conditions set forth in Section 6.2. If the transferee does not meet the transfer conditions, then the transferee(s) shall be required immediately to sell or transfer the CS Allocation or applicable portion to an eligible buyer in accordance with Section 6.2.

## **ARTICLE 11 MISCELLANEOUS**

### 11.1 Notices.

- (a) Notices, or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier, email, or U.S. certified mail postage prepaid and shall be sent to the respective parties at the address listed on the first page of this Agreement. Notice shall be deemed delivered (i) the day of delivery, if delivered by hand during the receiving Party's regular business hours or by e-mail before or during the receiving Party's regular business hours, (ii) upon the date of actually delivery or refusal shown on the courier's delivery receipt if sent by overnight courier, and (iii) on the fourth business day after deposit in the U.S. mail if sent by certified mail. Any Party may change the address for notice by notice to the other Party.
- (b) If we assign, sell, or transfer this Agreement to another party, we will notify you of any change to the address or phone number for questions or complaints;

11.2 Force Majeure. If US Solar's performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (as defined in the Program Agreements), upon giving notice to Subscriber, US Solar shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. US Solar

shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed.

11.3 No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or liability to, any person not a Party to this Agreement. Excepting the rights of Financing Parties and assignees expressly provided for herein, no provision of this Agreement is intended to nor shall it in any way provide any rights to any third party or inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a Party to this Agreement.

11.4 Entire Agreement; Amendments. It is mutually understood and agreed that this Agreement, and the Exhibits attached hereto, constitutes the entire agreement between Project Subscriber and US Solar and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both parties; provided, however, that, US Solar may amend Project and Project Site information, update Exhibit B, Exhibit D and Exhibit G with the applicable information and allocate your CS Allocation among Projects and Project Sites (prior to relevant CODs) without Project Subscriber's prior consent. If required by us, you will sign two or more bifurcated versions of this Agreement that supersedes this Agreement. Upon your request, we agree to amend **Exhibit G** at any time following the Project COD in order to remove any Eligible Addresses and Account numbers to which a portion of Estimate of Subscribed Energy has not been allocated. In addition to the foregoing, the Parties agree that, if Project Subscriber has designated an authorized person(s) in writing for such purpose, we may, upon written request by such authorized person(s) (email being sufficient), update **Exhibit G** of this Agreement to add or delete accounts and meters and adjust kW allocations in accordance with Project Subscriber's request and without the need for an amendment executed by both Parties; provided that any such addition or deletion shall be memorialized in writing and delivered to Project Subscriber and the addition or deletion of accounts and meters does not reduce the overall kW allocated to Project Subscriber's meters of each Subscriber Rate Type..

11.5 Governing Law. This Agreement is made in New Mexico and shall be governed by the laws of the State of New Mexico.

11.6 References to Program Documents. This Agreement contains summaries of, and makes reference to, certain provisions of the Program Agreements and Program Rules. While we believe these summaries and references to be accurate and fair, any conflict between such summaries and references shall be resolved in favor of the relevant provisions contained in the Program Agreements, and Program Rules. You are urged to review these documents.

11.7 Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

11.8 Relationship of Parties. The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the Parties or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. US Solar and Project Subscriber shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

11.9 Severability. Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of the Agreement shall not be affected and shall continue in full force. The Parties will, however, use commercially reasonable efforts to agree on the replacement of the void, illegal or unenforceable provisions with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and the Agreement as a whole.

11.10 Counterparts. This Agreement may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

11.11 Signatures. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

(SIGNATURE PAGES TO FOLLOW)

**Town of Mesilla**

**USS Jornada Solar LLC**

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

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

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

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

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

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

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

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

EXHIBIT A

DEFINITIONS

1. **AAEC.** For each of the Eligible Addresses and Account numbers set forth on Exhibit G, the average annual electricity consumption (net of any other distributed generation resources serving a relevant address) over the prior twenty-four (24) months.
2. **Actual Savings.** The amount of Bill Credits you received during the applicable period, less the amount of Sunsubscription Payments you paid under this Agreement during such period.
3. **Applicable Laws.** Any law, statute, rule, regulation, ordinance, order (including orders issued by the), tariff, judgment, or other legally binding restriction or ruling issued by a governmental authority which is applicable to the Project, US Solar, community solar project subscribers, community solar projects or this Agreement.
4. **Bill Credit.** A dollar amount paid by the Utility as a credit on the Project Subscriber's retail electrical bill to compensate the Project Subscriber for the photovoltaic electricity produced by the Project Subscriber's CS Allocation and delivered by the Project to the Utility.
5. **Bill Credit Rate.** A dollar amount per kilowatt-hour for the applicable Production Month as established by the Utility Bill Credit Tariff.
6. **Cancellation Event.** One or more event described in Section 10.1(a)-(b).
7. **Cover Cost Amount.**
  - a. With respect to a sale or transfer by you pursuant to Section 6.2, the positive difference, if any, of:
    - i. the net present value (using a discount rate of 4%) of the projected payments by you over the Term post-transfer with respect to the transferred portion of your CS Allocation, had this Agreement remained unchanged for the remaining Term (plus any other amounts previously accrued and owed by you); minus
    - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by your transferee with respect to the transferred portion of your CS Allocation over the remaining Term.
  - b. With respect to an Event of Default by you, the positive difference, if any, of:
    - i. the net present value (using a discount rate of 4%) of the Projected Subscriber Payments by you over the Term post default, had this Agreement remained unchanged with respect to your entire CS

- Allocation for the entire Term (plus any other amounts previously accrued and owed by you); minus
- ii. the net present value (using a discount rate of 4%) of the projected payments to be made by an Eligible Transferee (or, as applicable, by the Utility under the Unsubscribed Energy Tariff for the portion of your CS Allocation not transferred) with respect to the entire CS Allocation over the remaining Term.
- c. With respect to a Covered Cancellation Event pursuant to Sections 10.1(a)(ii) or 10.1(b)(i) or (ii), the positive difference, if any, of:
- i. the net present value (using a discount rate of 4%) of the Projected Subscriber Payments by you over the Term post-cancellation with respect to the cancelled portion of your CS Allocation, had this Agreement remained unchanged for the entire Term (plus any other amounts previously accrued and owed by you); minus
  - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by an Eligible Transferee (or, as applicable, by the Utility for the Unsubscribed Energy Tariff associated with the portion of your CS Allocation not transferred) with respect to the cancelled portion of your CS Allocation over the remaining Term.
- d. With respect to a Covered Cancellation Event pursuant to Section 10.1(a)(iii), an amount equal to your Actual Savings for the thirty-six (36) month period occurring immediately prior to the date you delivered your cancellation notice pursuant to Section 10.1(a)(iii).
8. **CS Statute.** NM Stat § 62-16B-1 *et seq.*, also known as the Community Solar Act. See **Exhibit E**.
9. **Dashboard.** A web-based portal showing the production and other relevant information for your project.
10. **Eligible Address.** A subscriber's Utility service address that receives electrical service from the Utility and meets the Subscription Eligibility Requirements.
11. **Eligible Subscriber.** A retail customer of a qualifying utility that is, by rate class, a small commercial retail customer as defined or permitted by the Program Administrator, or, regardless of rate class, a nonprofit organization, a religious organization, an Indian nation, tribe or pueblo or tribal entity, a municipality or a county in the state, a charter, private or public school as defined in Section 22-1-2 NMSA 1978, a community college as defined in Section 21-13-2 NMSA 1978, or a public housing authority.
12. **Eligible Transferee.** A person or entity who meets the Subscription Eligibility Requirements and meets the conditions set forth in Section 6.2(a)-(f).

13. **EPE.** El Paso Electric, or any successor thereto.
14. **Estimate of Subscribed Energy.** The amount of kWhs for each Production Year Range set forth in Exhibit D.
15. **Financing Party.** A person or persons providing construction or permanent financing in connection with construction, ownership, operation and maintenance of the Project, or if applicable, any person to whom the ownership interest in the Project has been transferred, subject to a leaseback of the Project from such person.
16. **Interconnection Agreement.** An agreement with the Utility to interconnect the Project to the Utility's distribution system.
17. **JAMS.** JAMS, formerly known as Judicial Arbitration and Mediation Services, Inc.
18. **NMPRC.** The New Mexico Public Regulatory Commission, which is the State agency charged with regulating public utilities in New Mexico, as well as approving aspects of the Program. The NMPRC can be contacted at 888-427-5772 (Consumer Assistance) or at <https://www.prc.nm.gov/contact-us/>
19. **PNM.** Public Service Company of New Mexico, or any successor thereto.
20. **Program Administrator.** The NMPRC's designee responsible for running day to day operations of the Program. As of the Effective Date, InClime, Inc. is the designated Program Administrator.
21. **Program Agreements.** The Interconnection Agreement and Community Solar Subscriber Organization Agreement associated with the Project.
22. **Program Rules.** This term refers collectively to the Community Solar Rule (17.9.573 NMAC, effective July 12, 2022), the Program Guidebook, the Utility Bill Credit Tariff, Utility Rate Tariff, Unsubscribed Energy Tariff, the Consent Form, marketing guidelines issued by the NMPRC or the Program Administrator, and program related documents provided by the Utility.
23. **Production Month.** The calendar month during which Subscribed Energy is produced by the Project and delivered to the Utility.
24. **Production Year.** Each period of twelve consecutive months during the Term, with the first Production Year commencing on the Project COD and each subsequent Production Year commencing on the applicable anniversary of the Project COD.
25. **Project COD.** The Project's initial date of commercial operation.

26. **Projected Subscriber Payments.** For each year of the remaining Term of this Agreement, the product of (1) the Sunsubscription Rate for such year and (2) the Estimate of Subscribed Energy for such year.
27. **Renewable Energy Credit.** The environmental attributes represented by 1 MWh of electricity generated by a renewable generator.
28. **SPS.** Southwestern Public Service Company (“SPS”), or any successor thereto.
29. **Subscribed Energy.** The electricity generated by the Project attributable to your CS Allocation and delivered to the Utility on or after Project COD.
30. **Subscriber Rate Type.** The type of Bill Credit Rate attributable to each Subscriber account and/or meter including, e.g., “PNM - Small General (2)”, “PNM – General Power (3)”, “PNM – Large Power (4)”, “SPS – Small General Service”, “SPS – Secondary General Service”, “SPS – Primary General Service”, “SPS – Small Municipal & School Service, SPS” – Large Municipal & School Service”, “EPE – Small General Service”, “EPE – General Service”, “EPE – City/County”, and “EPE – Large Power, e”.
31. **Subscription Manager.** This company handles the daily management of your community solar subscription, including working with the utility to ensure you receive bill credits and billing you for the cost of your subscription. The Subscription Manager may change during your contract period.
32. **Sunsubscription<sup>SM</sup> Rate.** A dollar amount per kilowatt-hour with respect to the Subscribed Energy produced by Project Subscriber’s CS Allocation, as set forth in Section 1.5(a), used for determining Project Subscriber’s Sunsubscription<sup>SM</sup> Payments.
33. **Taxes.** Any federal, state, or local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, or transaction tax, other taxes, regulatory fees, surcharges, or other similar charges, but does not include any income taxes imposed on US Solar for payments made by you and received by us under this Agreement.
34. **Unsubscribed Energy Tariff.** The tariff setting forth the compensation rate for unsubscribed energy, for each operating Utility, as applicable, as amended or updated and any successor thereto.
35. **Utility.** The default electricity provider for the Project Subscriber’s service address, Public Service Company of New Mexico (“PNM”), Southwestern Public Service Company (“SPS”), or El Paso Electric (“EPE”).

36. **Utility Bill Credit Tariff.** The tariff setting forth the bill credit for each customer class, of the applicable Utility, as amended or updated and any successor thereto. See Exhibit E, below.
37. **Utility Combined Billing (“UCB”).** Is a Utility run program that consolidates all charges under this Agreement onto your monthly utility bill. The Utility then forwards payment to US Solar on your behalf.
38. **Utility’s Rate Tariff.** PNM’s “Electricity Rates and Riders”, as amended or updated and any successor thereto, which, as of the Effective Date, is available at SPS’s “New Mexico Rate Tariffs and Fuel Cost Factors”, as amended or updated and any successor thereto, which, as of the Effective Date, is available at [https://www.xcelenergy.com/company/rates\\_and\\_regulations/rates/rate\\_books](https://www.xcelenergy.com/company/rates_and_regulations/rates/rate_books) EPE’s “New Mexico Rate Tariffs”, as amended or updated and any successor thereto, which, as of the effective date, is available at <https://www.epelectric.com/business/save-money-and-energy/business-time-of-day-rates/new-mexico/new-mexico-rate-tariffs>

EXHIBIT B  
PROJECT SITE

Project Name	Project Location	Utility
USS Jornada Solar LLC	Las Cruces, NM	El Paso Electric

EXHIBIT C

RESERVED

EXHIBIT D

PRODUCTION ESTIMATE

The 25-year production estimate as of the date this Exhibit was delivered for USS **Jornada Solar** LLC is set forth below (assuming an annual degradation of 0.5%). This production estimate of production is determined using PVsyst, an industry standard solar production modeling tool, using publicly available historical data for solar resources at the site of the Project, the manufacturer’s specifications for production capability of the solar modules, and a reduction for estimated losses for Project usage and conversion, transmission, and transformation of the electricity generated by the Project. This estimate is based on information available to us at the time and is not a guarantee. US Solar shall have the right to unilaterally amend this Exhibit D from time to time by delivering a revised Exhibit D to Project Subscriber, which updates will amend the Project Production Estimates and the Estimate of Subscribed Energy based on then current Project specifications.

Production Year	Project Production Estimate (kWh)	Estimate of Subscribed Energy (kWh)
1	14,961,802	304,654
2	14,886,993	303,131
3	14,812,558	301,615
4	14,738,495	300,107
5	14,664,803	298,606
6	14,591,479	297,113
7	14,518,521	295,628
8	14,445,929	294,150
9	14,373,699	292,679
10	14,301,831	291,216
11	14,230,321	289,760
12	14,159,170	288,311
13	14,088,374	286,869
14	14,017,932	285,435
15	13,947,842	284,008
16	13,878,103	282,588
17	13,808,713	281,175
18	13,739,669	279,769
19	13,670,971	278,370
20	13,602,616	276,978
21	13,534,603	275,593
22	13,466,930	274,215
23	13,399,595	272,844
24	13,332,597	271,480
25	13,265,934	270,123

Date Exhibit was delivered: Effective Date

EXHIBIT E

UTILITY BILL CREDIT TARIFF

PNM's Bill Credit Tariff can be found at:

PNM's Community Solar Rider: No. 56:

<https://www.pnm.com/documents/d/pnm.com/pnm-an-no-636-effective-april-23-2025>

EPE's Bill Credit Tariff can be found at:

EPE's NM Community Solar Program Credit Rate, No. 47

[https://www.epelectric.com/el-paso-electric/uploads/nm-tariff-47-nm-cs-program-credit-rate-2nd-revision\\_eff-04-23-2025\\_stamped.pdf](https://www.epelectric.com/el-paso-electric/uploads/nm-tariff-47-nm-cs-program-credit-rate-2nd-revision_eff-04-23-2025_stamped.pdf)

SPS's Bill Credit Tariff can be found at:

SPS's Community Solar Program Credit Rider, Rate 87:

<https://xcelnew.my.salesforce.com/sfc/p/1U0000011ttV/a/R3000006SWxb/l19yQla7XHa1j5Mp24.6BqC1Q3N6.U4H1nJsoWswjvQ>

The State of -New Mexico's Community Solar Act (NM Stat § 62-16B-1 *et seq.*) can be found on its website at:

<https://nmonesource.com/nmos/nmsa/en/item/4407/index.do#a16B>

Information about the Program including an overview and other key links can be found on the Program Administrator's website at:

<https://csnewmexico.com/>

EXHIBIT F

STANDARD DISCLOSURE AND CONSENT FORM FOR PROJECT

[Attach project-specific PDF]

New Mexico's Community Solar Program Subscriber Consent Form and Privacy Policies (or "Consent Form") is standard form that each Utility approved, found on the Program Administrator's website, and attached above:

[<https://csnewmexico.com/subscriber-organizations/subscriber-enrollment-requirements-instructions/>]

To be executed by Subscriber prior to signing the subscription agreement.



EXHIBIT G

PROJECT SUBSCRIBER DATA, SUBSCRIBER RATE TYPE, BILL CREDIT RATE, SUNSCRIPTION DISCOUNT RATE, and ESTIMATED YEAR ONE PAYMENT

(as provided by Project Subscriber as of the Effective Date)

Project Subscriber (name as shown on Utility account)

Utility Service Address (Eligible Address)	Account Number	Meter Number	Subscriber Rate Type	Average Annual Electrical Consumption ("AAEC") (kWh)	Estimate of Subscribed Energy (kWh)	Sunscription Discount Rate	2025 Bill Credit Rate	Estimated Year One Payment	Estimated Year One Savings
2240 Calle de Santa Ana Mesilla, NM 88046	0052138956	1349725371	3 - Small General Service	30	30	10%	\$0.075868	\$2.10	\$0.13
2013 Avenida De Mesilla, Mesilla NM 88046	0213420000	1348471119	7 - City and County Service	2500	2500	10%	\$0.06074	\$160.08	\$7.03
2364 Avenida De Mesilla, Mesilla NM 88046	1113420000	1347024534	3 - Small General Service	2197	2197	10%	\$0.075868	\$156.50	\$9.50
3130 Avenida De Mesilla Light, Mesilla NM 88046	2316410000	1347898085	7 - City and County Service	15927	15927	10%	\$0.06074	\$917.83	\$44.80
2552 Avenida De Mesilla Light, Mesilla NM 88046	2516410000	1347899014	3 - Small General Service	3261	3261	10%	\$0.075868	\$232.30	\$14.10

2325 W University Ave Flash, Mesilla NM 88046	4206410000	1349172202	3 - Small General Service	8	8	10%	\$0.075868	\$0.57	\$0.03
2231 Avenida De Mesilla A, Mesilla NM 88046	6113420000	1348570704	7 - City and County Service	68678	68678	10%	\$0.06074	\$3,957.71	\$193.19
2424 Calle De Guadalupe, Mesilla NM 88046	6626410000	1347898989	7 - City and County Service	10873	10873	10%	\$0.06074	\$1,021.81	\$30.59
2670 Calle De Parian, Mesilla NM 88046	7875410000	1348510141	3 - Small General Service	50282	50282	10%	\$0.075868	\$3,581.84	\$217.47
1998 W Union Ave Light, Mesilla NM 88046	8338900000	1348470789	7 - City and County Service	4575	4575	10%	\$0.06074	\$263.64	\$12.87
2875 S Highway 28, Mesilla NM 88046	9847900000	1349807644	3 - Small General Service	3027	3027	10%	\$0.075868	\$215.63	\$13.09
2251 Ca Santiago Schol Mesilla NM 88046	9975410000	1348571020	7 - City and County Service	110669	110669	10%	\$0.06074	\$6,377.52	\$311.31
2201 Avenida De Mesilla Light, Mesilla NM 88046	5113420000	1361488778	7 - City and County Service	1602	1602	10%	\$0.06074	\$92.35	\$4.51
2000 Avenida De Mesilla, Mesilla NM 88046	8243420000	1360014028	7 - City and County Service	28072	28072	10%	\$0.06074	\$1,617.71	\$78.97
2899 Calle Del Sur Mesilla NM 88046	9116410000	1360014053	3 - Small General Service	2952	2952	10%	\$0.075868	\$210.29	\$12.77
	<b>Total</b>			304,654	304,654			\$18,807.88	\$950.36

\*The Utility Bill Credit Tariff is typically published annually.

Bill Credit Value. We make no representation or warranty as to the likelihood that any Bill Credits will create any specific amount of economic benefit at any time or over any period of time or over the Term of this Agreement as a whole, or that the Bill Credits will create a positive economic benefit to you. The estimate of potential benefits contained herein are based on a number of assumptions about estimated Subscribed Energy Bill Credit Rates, Applicable Laws currently in place, NSP's retail electrical rates, and a number of other factors beyond the control of US Solar. Any estimate by US Solar herein or elsewhere given to Project Subscriber as to any expected benefit to Project Subscriber from the Bill Credits at any time or over any period of time is purely an estimate based on the information available to US Solar and related assumptions at the time and is not a guarantee that any positive economic benefit will accrue to Project Subscriber from the Bill Credits or that any specific amount of benefits will accrue to Project Subscriber at any time, or over any period of time, or over the Term of the Agreement.

EXHIBIT H

NOTICE OF CANCELLATION

\_\_\_\_\_ date

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice or send a telegram to:

\_\_\_\_\_ (name of seller)

at \_\_\_\_\_ (address of seller's place of business)

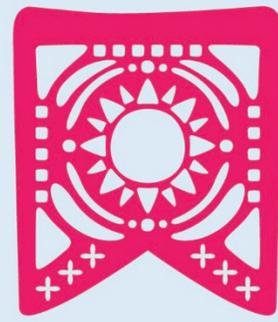
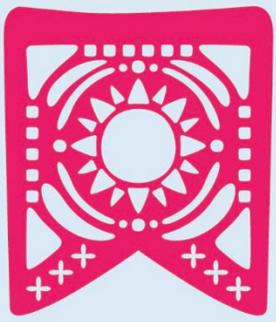
not later than midnight of \_\_\_\_\_ (date)

I hereby cancel this transaction.

\_\_\_\_\_ (date)

\_\_\_\_\_ (buyer's signature)";

*Also available at <https://nmonesource.com/nmos/nmsa/en/item/4423/index.do#57-12-21>*



TOWN OF  
*Mesilla*

# COMPREHENSIVE PLAN

*Shaping the Future for Mesilla*



**2025 Update**

# TABLE OF CONTENTS

**Introduction.....1**

**Community Profile.....8**

**Land Use.....14**

**Economic Development.....27**

**Historic Preservation.....47**

**Housing.....57**

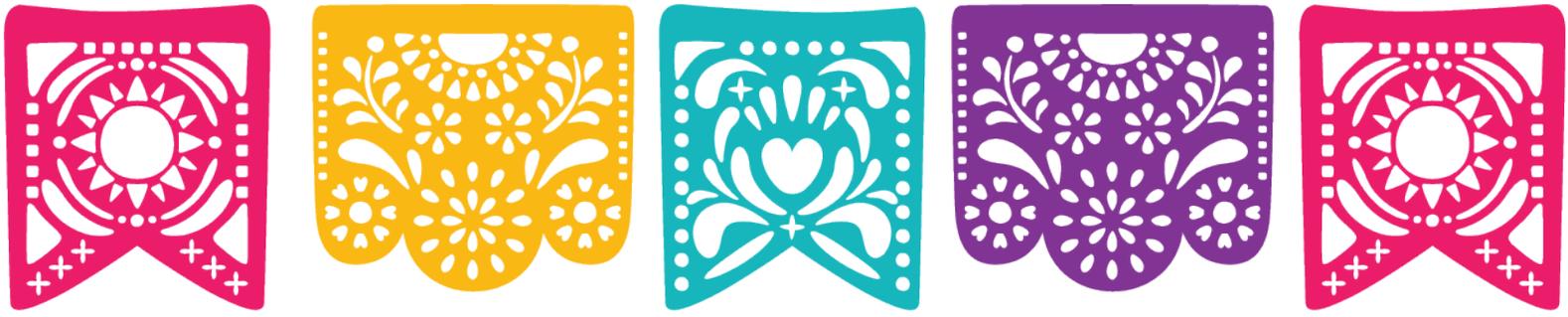
**Community Facilities and Services.....65**

**Transportation.....75**

**Infrastructure.....96**

**Hazard Mitigation.....116**

Draft Plan



# INTRODUCTION

*Mesilla is one of the oldest and most culturally rich communities in New Mexico. This reputation has taken time to grow but has blossomed into a key asset that the Town can continue to build on. Although rapid population growth in nearby Las Cruces has led to development pressures, the Town has been able to preserve its cultural assets, including its historic buildings, agricultural land, and sense of place.*

*This plan is an update to the 2017 Town of Mesilla Comprehensive Plan. It seeks to articulate the direction that residents, business owners, elected officials, and other stakeholders would like the Town to move in over the next 10 to 20 years. To this end, the plan is focused on continuing to preserve Mesilla's cultural assets, supporting local businesses, promoting sustainable tourism, maintaining, and improving infrastructure, and ensuring that residents retain a high quality of life.*

## Plan Purpose

The purpose of the Comprehensive Plan Update is to assess where Mesilla is today and document what residents and community leaders in the Town want for the future. The Comprehensive Plan (the Plan) outlines the steps to achieve the community's vision through goals, policies, and measurable actions. The Comprehensive Plan serves as a guide for current and future decision-making while identifying needs that support the Town's capital funding requests within an Infrastructure Capital Improvements Plan (ICIP). Additionally, the plan helps to build public support and consensus for Town projects and programs, document the purpose and need for Town policies, and make Town grant applications more competitive.

This Plan meets the State of New Mexico's comprehensive plan requirements. The State encourages communities to update their plans every five years to remain relevant and to be considered recent; these updates make the communities more competitive for state and grant funding.

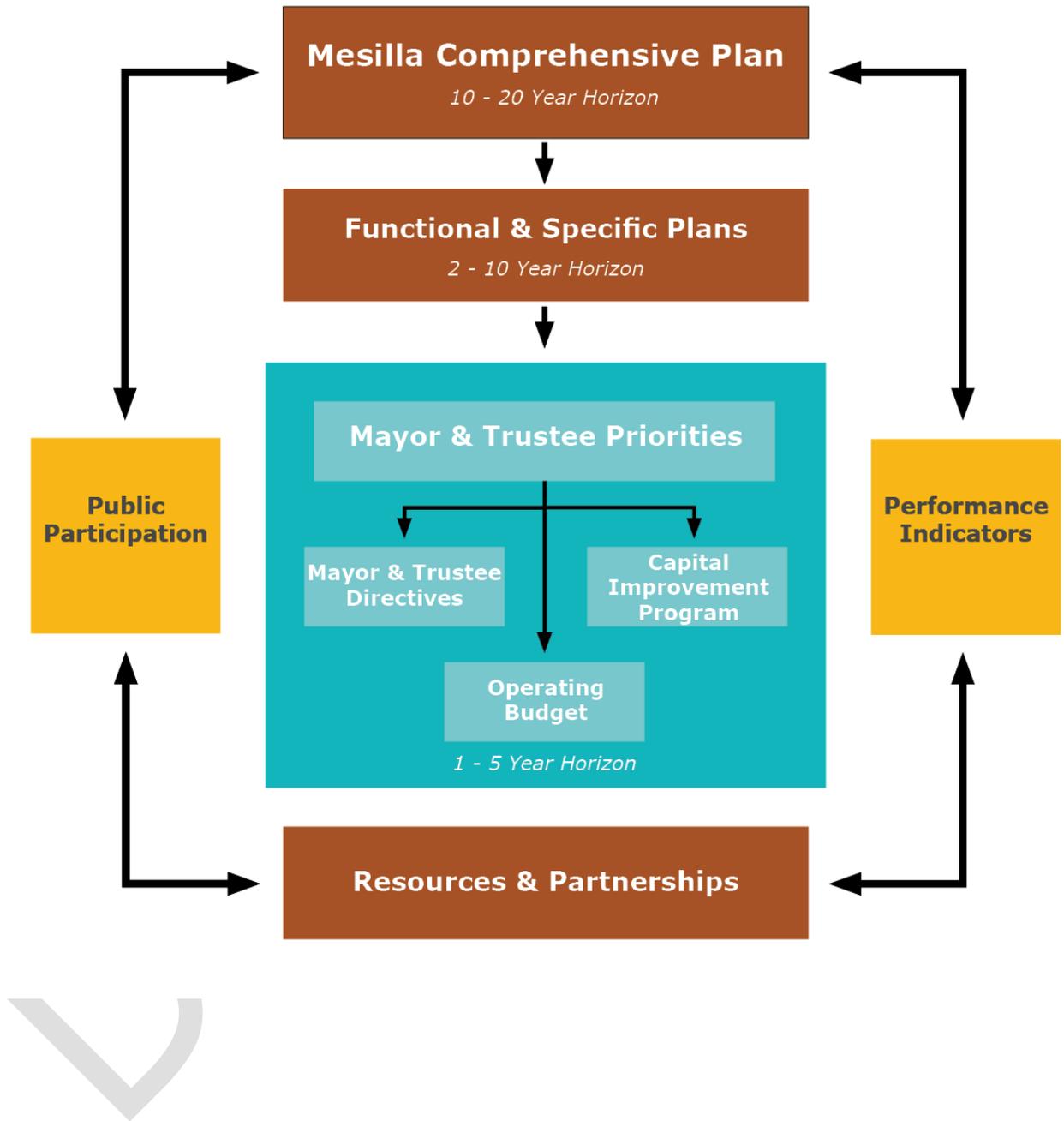
The Town of Mesilla is particularly interested in preserving and enhancing historic and cultural amenities, providing guidance for appropriate future land use and development, and creating and maintaining attainable housing. There were many other key topics and priorities that came up during the planning process, but these three topics are heavily focused on throughout the plan to give staff and leadership guidance for prioritization and investment of resources and capacity in the years to come.

## Organization

The plan is organized into the following chapters:

- Community Profile
- Land Use
- Historic Preservation
- Economic Development
- Housing
- Community Facilities and Services
- Transportation
- Infrastructure
- Hazard Mitigation
- Implementation

# Plan Implementation Framework



## **Previous Plans**

### **2017 Comprehensive Plan**

Between the 2004 and 2017 Plan updates, the region surrounding Mesilla experienced extensive population growth, placing additional development pressure on the Town of Mesilla. Consequently, while the 2017 Plan echoes key land use and preservation priorities from previous planning work, it takes on a new imperative in this update. This plan outlines a future land use scenario that retains key preservation of agricultural and historic land, while designating appropriate areas for future residential and infill development, particularly along University Ave.

### **2004 Comprehensive Plan**

The 2004 Comprehensive Plan updated the 1987 Master Plan with new planning sections to comply with the requirements for comprehensive plans in New Mexico. The plan carried forward the goals of the 1987 Master Plan and Yguado Plan, including the preservation of agricultural land, historic preservation, zoning changes to support cluster development, and economic development strategies based on community agriculture.

### **1987 Mesilla Master Plan**

In 1987, a Master Plan Update was completed by J. Ken White, the Mesilla Town Planner. This Plan, which received a New Mexico State Planning Award, built upon the 1973 Plan and reflected current trends and development conditions in the rapidly changing Mesilla Valley.

### **1973 Mesilla Master Plan (Yguado Plan)**

The first planning effort conducted in Mesilla resulted in the 1973 Master Plan prepared by the Yguado Association. The Master Plan laid the groundwork for land use and urban design planning in the Town. One of the most important components to come out of the 1973 Plan was the creation of seven zoning districts that were established in response to the Town's long-term development goals. Many of the development standards that have been successful in preserving the character of the Town can be attributed to recommendations of the Plan. The Town's zoning and other land use regulations can be traced back to this initial work.

# Community Engagement

## Stakeholder & Staff Engagement

Throughout the planning process, the team worked closely with Town staff to provide guidance and insights as we uncovered issues, insights, and opportunities for Mesilla. There was a formal project Kickoff meeting and department head meetings during the first site visit. Staff also provided valuable information about progress on actions that were recommended within the 2017 plan.

## Site Visits Summary

### Site Visit #1 | January 2025

Visiting and hosting engagement opportunities in person in Mesilla was essential to the planning process. The team conducted its first site visit in late January. Included in this site visit was a presentation and work session with the Board of Trustees, a Community Workshop, Staff Meetings, and a Town Tour. The purpose of this visit was to introduce the plan process to the community, begin to set the vision and goals for the plan update, and gain feedback on the most pressing issues and opportunities for the community.



**Figure 1. Participants in the first Community Workshop**

### Site Visit #2 | May 2025

The second site visit was conducted in May 2025. The purpose of this visit was to refine our understanding of issues in Mesilla and gain further insight into community preferences, with a focus on future land use scenarios. Engagement opportunities included tabling at the Cinco de Mayo Fiesta, hosting a joint work session between Planning and Zoning and the Board of Trustees, hosting a Community Workshop, meeting with local business owners, and learning alongside

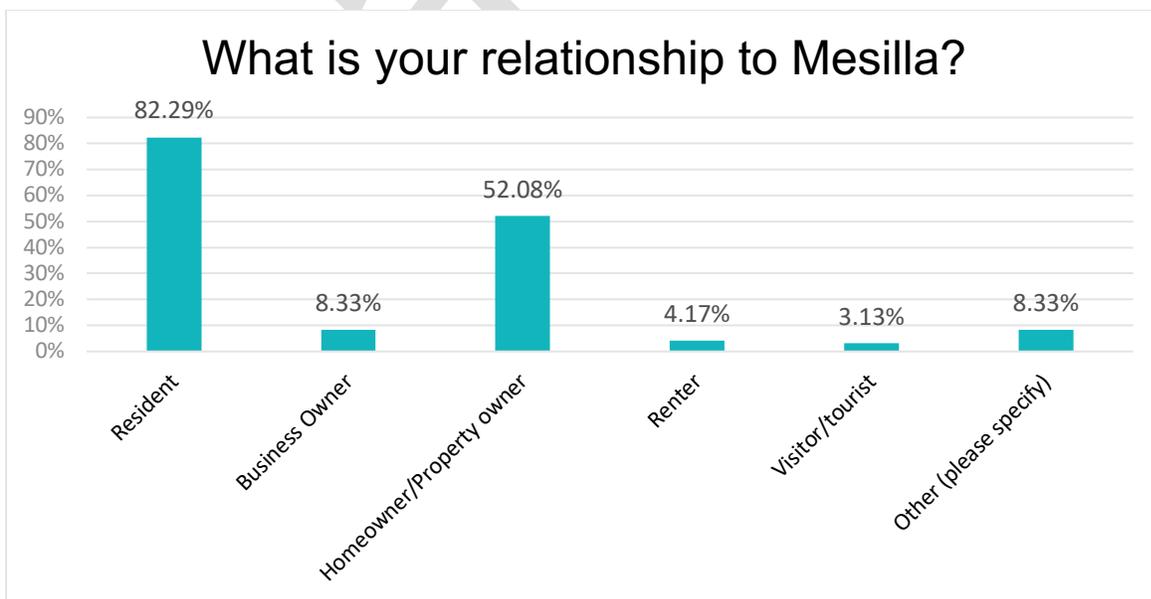
interns for Querencia Mi Mesilla at the site of restoration for a historic adobe home in town. We also worked with staff at Mesilla Elementary to facilitate a youth visioning and community planning activity with 4th-grade students. Some of the feedback is featured below.



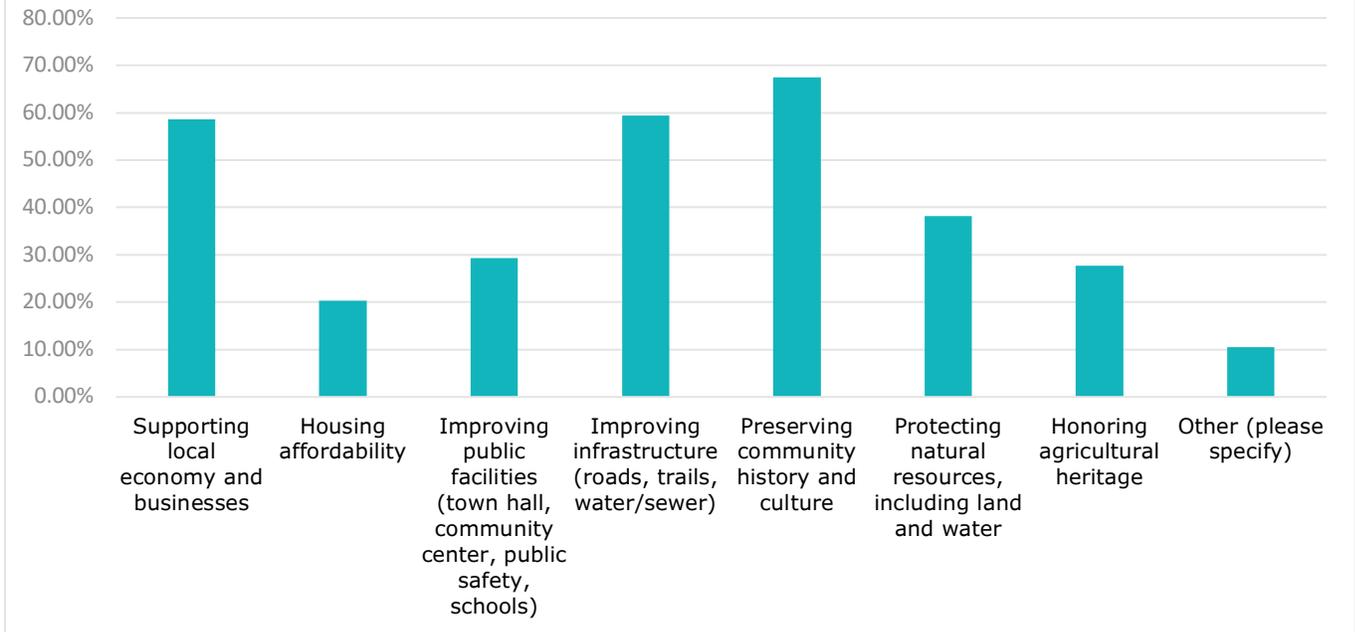
**Figure 2. Second Community Workshop & Adobe Restoration Work**

## Survey Summary

Between the Site Visits, from March until early June, a Community Preferences Survey was distributed to every household in Mesilla. The result was 125 responses. A summary of insights from this survey can be found below. For complete survey results, please see the Appendix.

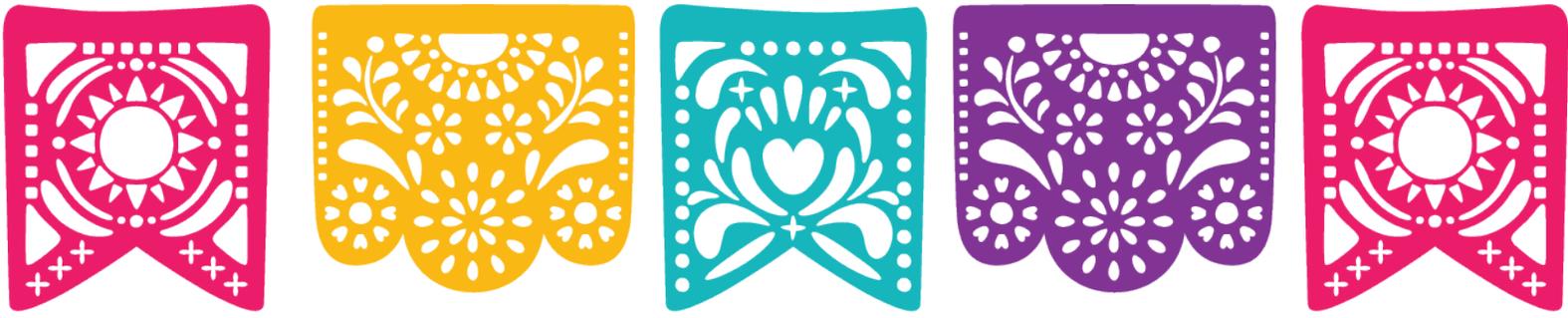


## What are your top three priorities for Mesilla?



Many of the survey responses showed that the history and culture of Mesilla are the biggest assets for the community and should be preserved. The word cloud below is compiled from responses to the question, "What words come to mind when thinking of Mesilla?."





# COMMUNITY PROFILE

*Located just south of Las Cruces in the heart of the Mesilla Valley, the Town of Mesilla is a small but historically and culturally significant community in southern New Mexico. Known for its long-standing heritage and deep roots, Mesilla has long served as a regional crossroads of culture, commerce, and tradition. Today, it remains a distinct and vibrant community bordering the large metropolitan area of Las Cruces - drawing in visitors, artists, and families alike with its small-town charm and peaceful atmosphere.*

*Though closely connected to the economic and service networks of Las Cruces and El Paso, Mesilla maintains a strong sense of identity rooted in its history, agricultural traditions, and community values. As the region continues to grow, Mesilla plays a unique role as both a cultural anchor and a steward of rural, historic, and small-town character in Doña Ana County.*

## History

Mesilla began its life as a Mexican town, established in the mid-1800s by 116 settlers from Chihuahua, Mexico. Following the Treaty of Guadalupe Hidalgo and the Gadsden Purchase, the U.S.-Mexico border moved south, and Mesilla was incorporated into the United States. With its strategic location on El Camino Real de Tierra Adentro and its proximity to the Rio Grande, Mesilla served as a vital center for trade, travel, commerce, and agriculture in the region for centuries. Until 1881, Mesilla was the largest city between San Antonio and San Diego.

Agriculture has always played a vital role in Mesilla's economy and culture. Fertile land along the Rio Grande supported family farms, vineyards, and orchards that have been passed down for generations. Today, Mesilla's historic plaza, adobe architecture, and agricultural landscapes remain defining features, linking past and present in a town deeply rooted in tradition yet connected to the growth of the surrounding region.

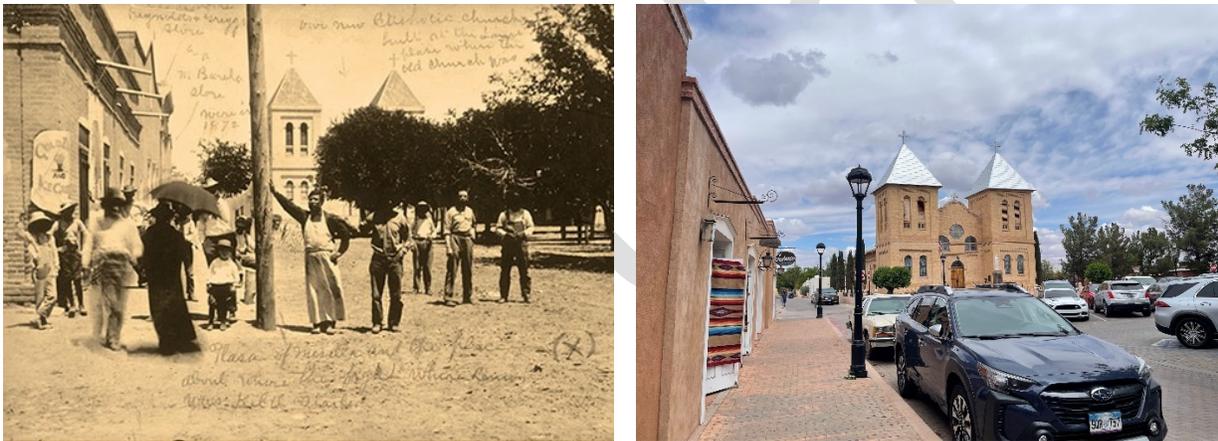


Figure 3. Mesilla Plaza 1890 & Today, Source: NPS

# Residents of Mesilla

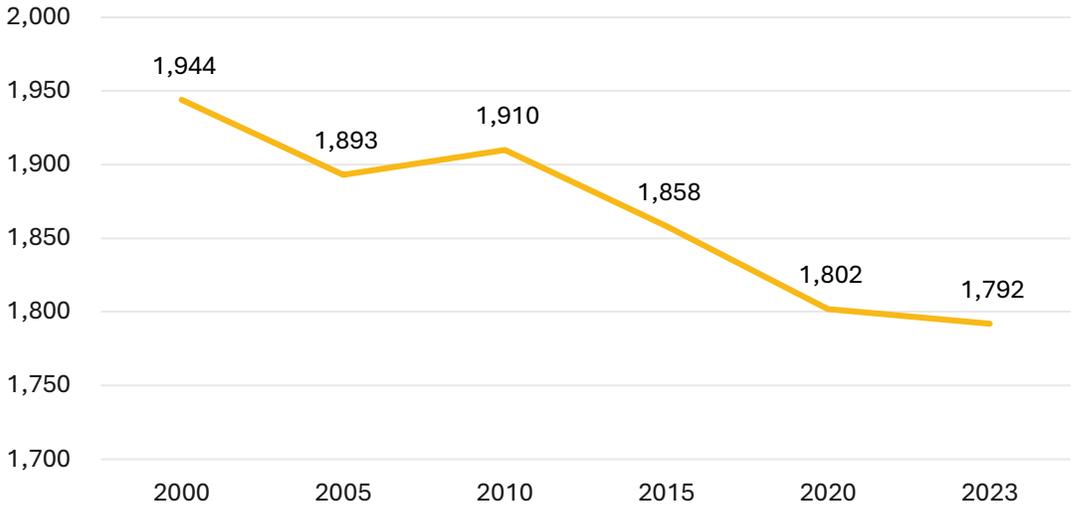
Despite Mesilla’s unique character, there has been a steady decline in population since 2000, except for a slight increase in 2010. This is in contrast to Doña Ana County as a whole, which has grown slightly faster than the national average since 2016. This trend for Mesilla may indicate long-term challenges such as limited housing availability, economic shifts, or younger populations moving elsewhere for opportunities.

**Table 1. Population & Age Comparison**

Geography	2016	2019	% Change	2020	2023	% Change
US	323,071,755	328,329,953	1.6%	331,465	334,915	1.0%
NM	2,092,555	2,099,634	0.3%	2,117,525	2,114,371	-0.1%
Doña Ana County	214,664	218,864	2.0%	219,569	225,210	2.6%
Las Cruces-El Paso MSA	1,053,035	1,061,240	0.8%	1,088,431	1,098,541	0.9%
Mesilla	1,843	1,837	-0.3%	1,802	1,792	-0.6%

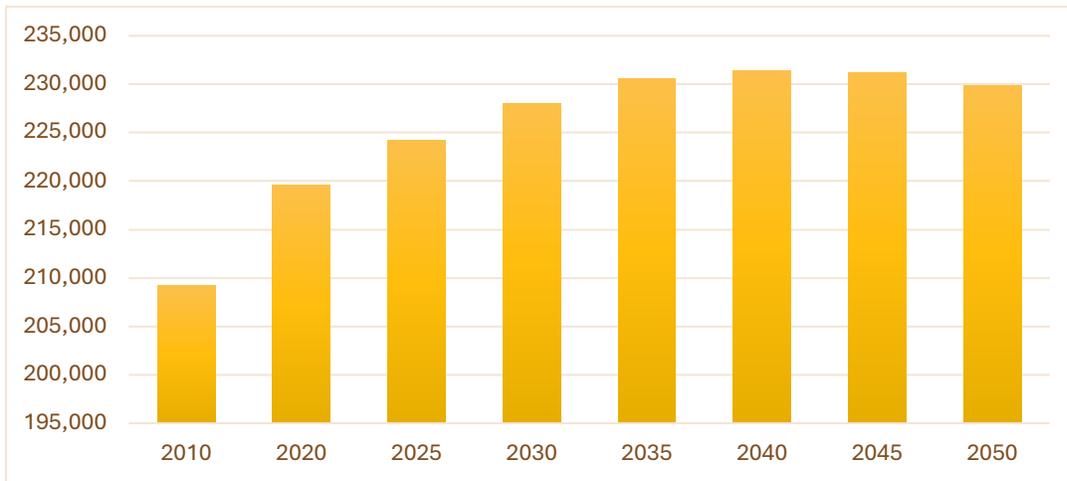
Source: U.S. Census Bureau, ACS 5-Year Estimates

**Figure 4. Mesilla Population, 2000 - 2023**



Source: U.S. Census Bureau, ACS 5-Year Estimates

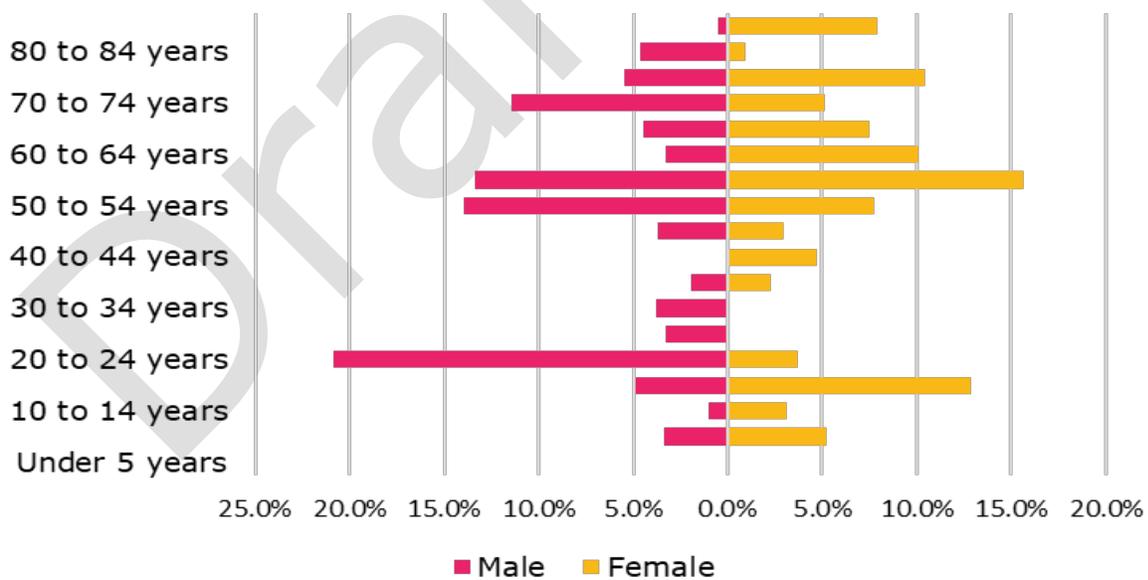
**Figure 5. Dona Ana County - Projected Population**



Source: U.S. Census Bureau, Population Estimates Program

While there is a significant variability in age ranges between males and females in Mesilla, there is a noticeable consistency in the 50-64 age range. Overall, Mesilla is becoming older, with the median age of the community increasing by 27% between 2013 and 2023. Over 10 years, the number of residents 65 years & older has increased by 45%, while the number of those 18 years & over has decreased by 9%.

**Figure 6. Age Distribution by Gender, Mesilla, 2023**



Source: U.S. Census Bureau, ACS 5-Year Estimates

**Figure 7. Population by Age and Sex, 2013 – 2023**

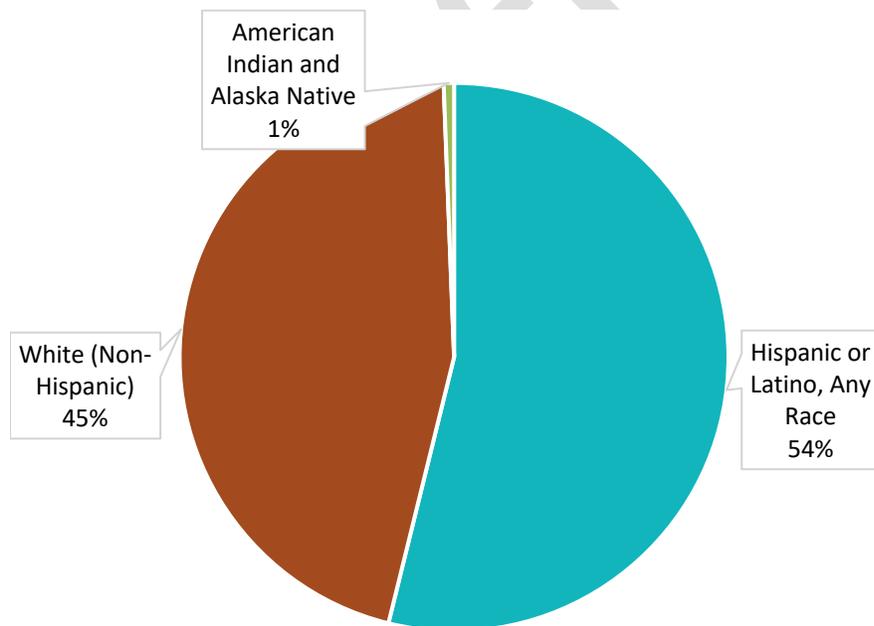
	2013	2023	Percent Change
<b>Total population</b>	2,168	1,850	-15%
<b>Female</b>	1,029	974	-5%
<b>Male</b>	1,139	876	-23%
<b>Median age (years)</b>	43.5	55.1	27%
<b>18 years &amp; over</b>	1,829	1,661	-9%
<b>65 years &amp; over</b>	374	541	45%

Source: U.S. Census Bureau, ACS 5-Year Estimates

### Race & Ethnicity

Mesilla’s population reflects a strong cultural heritage, with 53% of residents identifying as Hispanic or Latino, followed by 45% as White (non-Hispanic). A small share of the community identifies as American Indian and Alaska Native.

**Figure 8. Population by Race & Ethnicity, 2022**

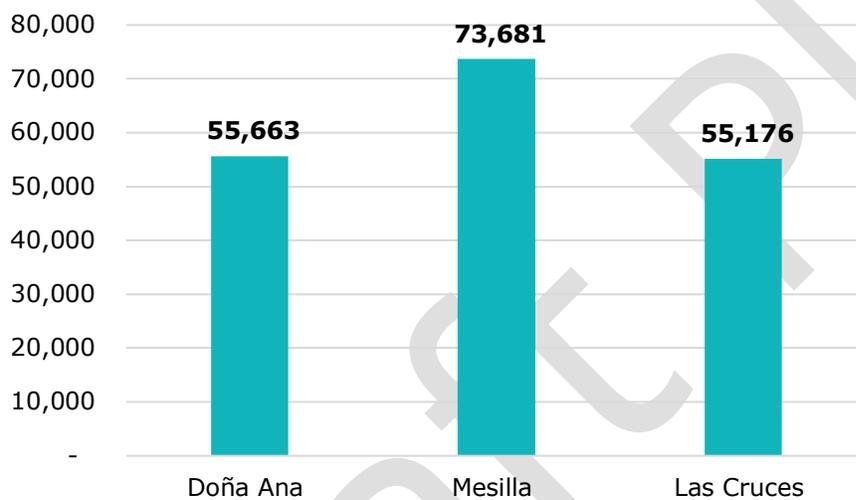


Source: U.S. Census Bureau, ACS 5-Year Estimates

## Income & Poverty

Mesilla, in recent history, has functioned as a wealthier suburb of Las Cruces, prized for its historic and agricultural character, proximity to the Rio Grande, and strong sense of place. Despite being a smaller and rural community, Mesilla has a higher annual median income (\$73,681) when compared to Las Cruces and Doña Ana County (\$55,663). This could suggest that Mesilla has a relatively affluent population along with higher educational attainment, especially with its older population base. In a small community like Mesilla, income levels can also be skewed upward by a smaller, more homogenous group of higher-earning households, which elevates the median income.

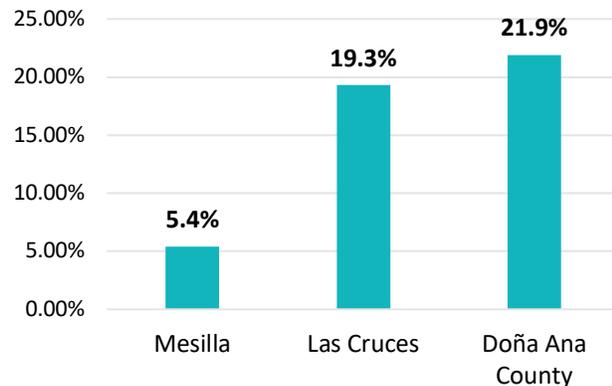
**Figure 9. Annual Median Income, 2023**



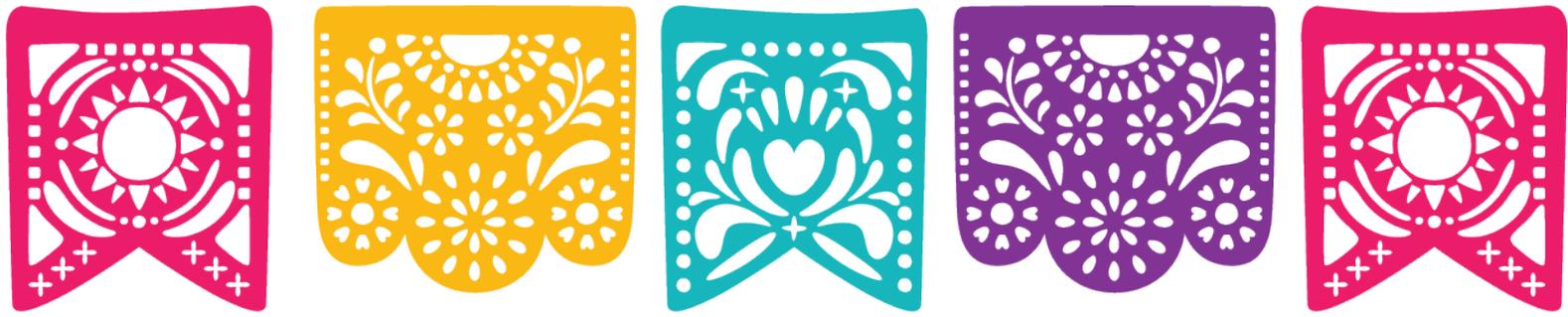
Source: U.S. Census Bureau, ACS 5-Year Estimates

Although poverty levels in Mesilla have declined significantly over the past decade, especially compared to Las Cruces and the County, these trends could also point to a narrowing of who can remain in the community. Lack of affordable housing options and limited developable land make it difficult for younger or lower-income households to reside in Mesilla.

**Figure 10. Poverty Rate Comparison, 2023**



Source: U.S. Census Bureau, ACS 5-Year Estimates



# Land Use

*One can feel the shift in the landscape as you enter Mesilla. Everything becomes a bit greener, more open, and historic. The land and the history of this place are one of the most unique aspects of Mesilla. The Rio Grande Valley helps frame a landscape where agricultural fields, groves of pecan trees, and historic residences all contribute to the special sense of place that one feels upon visiting or living in Mesilla.*

*Land use is a fundamental component of comprehensive planning and provides an underlying framework for the entire document. Land use patterns influence such things as a community's economic base, the cost of providing public services, and the location of future development and preservation. For this reason, this chapter is placed first in the plan and has actions that influence several other plan components, including Housing, Economic Development, and Historic Preservation.*

## Community Vision & Priorities

---

*Mesilla celebrates its unique culture and history, preserving its agricultural roots, while updating its land uses to allow future generations to continue to live, work, and meet their daily needs within the community.*

---

### Priorities

- Preserve the unique cultural and agricultural feel of the town
- Assist property owners in retaining the historic core of Mesilla
- Ensure Mesilla has enough space and correct zoning to allow for needed land uses in the future (especially commercial and residential)
- Revise Town Codes and Ordinances to be more flexible in allowing the types of future development that the community wants to see

### Issues

**Challenges for Traditional Agriculture.** The landscape in and around Mesilla has changed dramatically over the years. While food cultivation, especially for pecans, cotton, and alfalfa, has dwindled in recent decades, the community still strongly identifies with its agricultural heritage.

**Outdated Code.** There are elements within the Town's current code that have the effect of limiting the types of development that residents desire for their community. When asked in the Community Preferences Survey about what kinds of land uses need more space in Mesilla, residents overwhelmingly said that there needed to be more allowable space for residential as well as for parks and open space. Below are several other issues that residents and stakeholders voiced as they relate to the Town Code.

- **Nonconforming Land** – Many properties in Mesilla are nonconforming for a number of reasons. Many were subdivided before the adoption of the zoning code in 1987 (though language for this was made available through the Yguado Plan in 1973).
- **Minimum Lot Sizes & Allowable Densities** – Minimum lot sizes have made it challenging for those who want to develop multi-generational units within their property or create missing middle opportunities for housing (for example, duplexes and townhouses). Both residential options were voiced

as desirable by community members during public workshops and in the preferences survey.

- **Vacant Properties** – There are several vacant properties (both land and structures) which could be opportunity sites for infill development, but current property owners may not have the means or incentive to proceed with needed rehabilitation or future development.
- **Subdivision Regulations** – Subdivision regulations, as currently written, are the same for someone who is subdividing their land once or many times. This creates a burden and high cost for anyone who might want to subdivide, even if to provide lots for family members. The town should consider easing some subdivision regulations for single or smaller subdivision applications.
- **Limited Commercial Land** – Today, Mesilla has very limited options for commercial development. Community residents and leadership expressed a desire to see land opened up for commercial and mixed-use development along key corridors within the Mesilla, including Avenida de Mesilla, University Avenue, and Boutz Road.

**Fluctuating Parking Needs.** Mesilla is a historic community with narrow streets that were not designed with vehicles in mind. On the weekends, and especially during community events and celebrations, vehicular and parking capacity in the town is severely strained. Solutions are needed to accommodate the needs of multi-modal transportation, with a special focus on what the Town can do to accommodate large events and the crowds they bring. Please refer to the Economic Development and Transportation chapters for more information.

### Opportunities

**Expand Zone Types.** Focus on commercial extension along Hwy 28, University, NM State Rd 101. Connect to NMSU and provide needed uses between the two along the University corridor. Expand residential through mixed-use zoning and along corridors.

**Update Land Use Codes.** Consider updates to minimum lot sizes in certain zoning districts, including Residential/Agricultural and Historical Residential. Update the subdivision ordinance to include a simplified process for subdivisions with five or fewer lots.

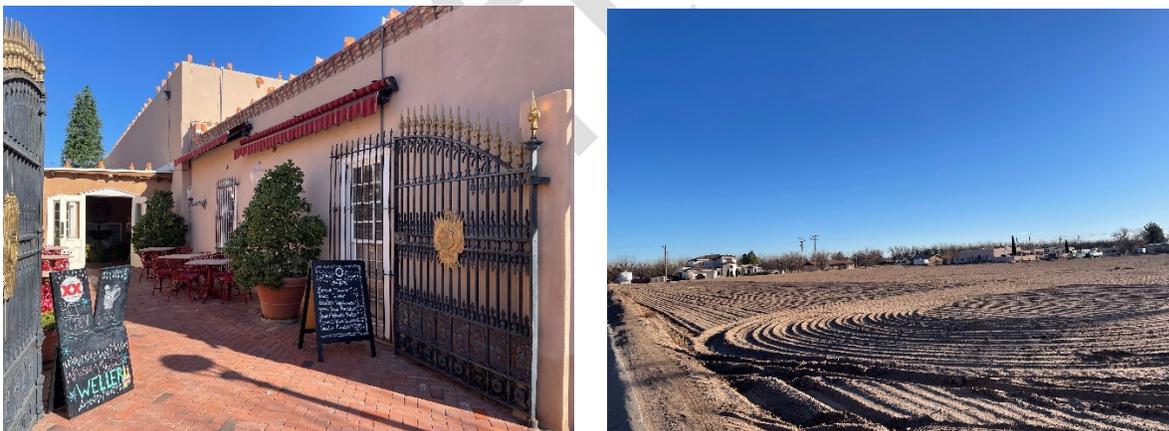
**Annexation.** To provide more development opportunities where they are most appropriate for Mesilla, the town should consider strategic annexation, especially along corridors that offer potential for economic development.

**Adaptation of Agricultural Practices.** There is an opportunity to work with the NMSU Ag program to help farmers adapt to new conditions (i.e., less water). This practice, combined with other enhancements of local partnerships, could help growers make the transition to more sustainable food production and diversified economic potential for landowners.

## Existing Land Use

Land use and development patterns within Mesilla still follow the influence of its agricultural roots, though these uses have shifted significantly in the last couple of decades. The Town core retains its historic layout with relatively dense, grid-like streets and a corresponding mix of commercial and residential land uses. This density gives way to more spread-out residential areas, eventually becoming relatively circled by agricultural land. There is also agricultural land interspersed within the town proper.

However, given the many challenges associated with economically viable agriculture today (lack of reliable water sources, high costs for tools and infrastructure, succession planning), many of the areas that have been traditionally used for growing have shifted to low-density residential (especially on the east side of town that is adjacent to Las Cruces) or the ground is left fallow.



**Figure 11. Businesses on the plaza (left) & Tilled land on the edge of town (right)**

## Zoning

Chapter 18 of the Town Code describes Zoning in Mesilla. The Town of Mesilla Zoning Code designates eleven general zone categories consisting of two commercial zones, one industrial zone, seven residential zones of varying densities, and a “holding zone.” The purpose of this code is to “serve the public

health, safety, and general welfare of the community and to provide economic and social advantage resulting from orderly, planned use of land resources”.

The zoning code was first developed by the Yguado Plan in 1973 and has been incrementally updated since then to ensure that agricultural land and historic assets are preserved. Overall, zoning has been an effective tool in successfully helping achieve agricultural and character preservation. Three zones (MER3, MER4, and MEH) were created for the proposed 2007/2008 annexation of land to the northwest. However, this annexation was never finalized, and these zones are not currently implemented on Mesilla’s zoning map. Below are descriptions of the utilized zoning districts in Mesilla.

### **Rural Farm (RF)**

The Rural Farm Zone is intended to maintain low residential densities and preserve agricultural uses and agricultural activities. Permitted uses include farms, ranches, nurseries/greenhouses, and one single-family home, but only as an accessory to the primary agricultural use. Uses allowed by special permit include cottage industries, agriculture-related industries (i.e., processing, feed lots), and bed-and-breakfasts. The zone requires a minimum lot size of 5 acres with a 225-foot width and 300-foot depth. A separate section of the Municipal Code permits cluster development, which can allow for the development of a slightly higher density.

### **Residential/Agricultural (RA)**

This zone is intended to encourage low-density residential use on the periphery of the built-up portions of Mesilla. Permitted and prohibited uses in the Rural/Agricultural Zone are the same as those in the RF zone. Lots are required to be at least 3 acres in size and have a minimum width of 200 feet and depth of at least 300 feet. Cluster development is permissible in this zone.

### **Single Family Residential (R-1)**

This zone is intended to permit the development of single-family homes on smaller lots that have an available water supply. Permitted uses include: one single-family home, agricultural uses, guest houses, storage, and home occupations. Uses permitted by special permit include those in the RF zone, except for cottage industries. The R-1 Zone requires a 1-acre minimum lot size with a minimum width of 100 feet and depth of 200 feet, available community

water supply, and off-street parking. This zoning classification also allows for cluster development.

### Historical Residential (H-R)

The intent of this zone is to provide for the protection of residential areas with historical, cultural, aesthetic, or architectural interest. This zone allows residential uses, including multifamily, subject to approval of a “development plan” by the commission. All new structures and remodels must be compatible with the styles and design elements established in the *Guidelines and Criteria for Preservation and Development* manual. Minimum lot sizes are 8,000 ft<sup>2</sup>; according to an ordinance change in 2020, a minimum of 8,000 ft<sup>2</sup> shall be provided for each family unit to be built, with a maximum number of dwellings on lots set as two. Before 2020, the minimum square footage per dwelling was 4,000 ft<sup>2</sup>. All H-R lots are required to have a minimum lot frontage of 80 feet on a public road.

### Historical Commercial (H-C)

The Historical Commercial Zone allows those commercial uses permitted in Zone C- Commercial and some residential uses, subject to the approval of the Planning, Zoning, and Historical Appropriateness Commission. The purpose of this zone is to preserve commercial sections of the town deemed worthy of preservation due to historical, cultural, aesthetic, or architectural interest. All structures must be compatible with the styles and design elements established in the *Guidelines and Criteria for Preservation and Development* manual, as well as in compliance with the Town’s Historic Preservation Ordinance (MTC 18.33).

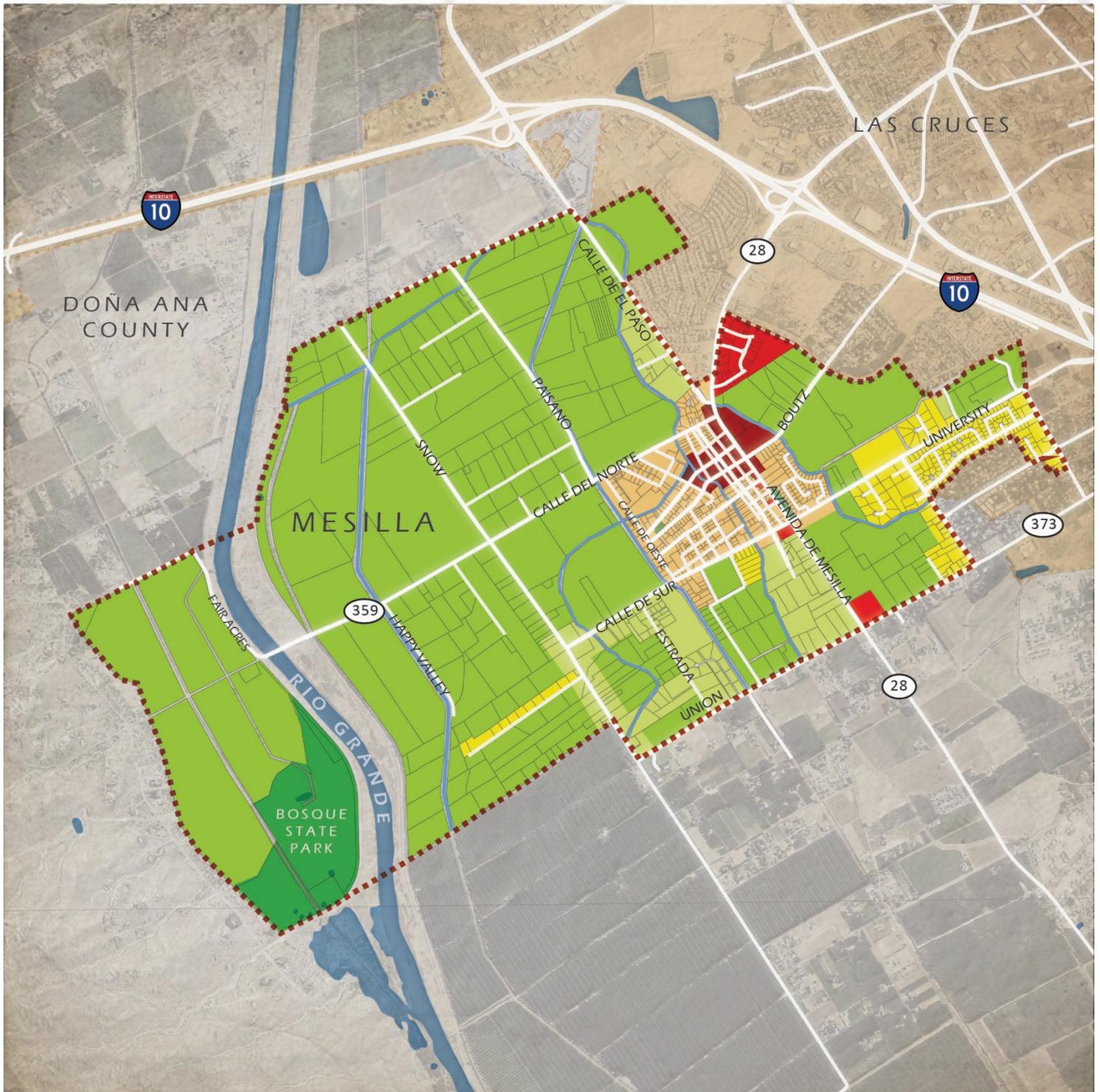
### Commercial (C)

Intended for limited commercial activities, this zone prohibits agricultural, industrial, home occupational, and multifamily residential uses. One single-family dwelling is permitted by a special use permit. The ordinance, Chapter 18.45.020 of the Municipal Code, lists over 50 permitted uses, including a variety of retail stores, hotels, trade and service shops, business and real estate offices, and restaurants. Lot areas must be a minimum of 12,000 ft<sup>2</sup> and have a minimum 100 feet of street frontage. In addition, the ordinance requires extensive requirements concerning yard space and landscaping, alleys, off-street parking, screening, and buffering. This zone also requires all structures to be compatible with the styles and design elements established in the *Guidelines and Criteria for Preservation and Development* manual.

### General Industrial (GI)

This zone is intended to provide for a variety of light industrial operations, fabricating, processing, wholesale distributing, and warehousing uses appropriately located relative to major transportation facilities. There are currently no areas zoned for General Industrial, though the Town of Mesilla created this zone for certain lands annexed into the town after February 9, 2004. This land was later rezoned as Commercial. The ordinance lists 32 permissible uses, another 11 permissible uses subject to unspecified conditions, and a final eight uses that require a special use permit. Lots must be at least 60 feet wide and 70 feet deep with a minimum 5,000 ft<sup>2</sup> area.

Draft Plan



ZONING

- RF: Rural Farm
- RA: Residential/Agricultural
- R-1: Single Family Residential
- H-R: Historical Residential
- C-1: General Commercial
- H-C: Historical Commercial

## Historic Preservation

Historic and cultural preservation are of utmost importance to the Town of Mesilla. Reflecting this priority, the Town Code includes a section on Historic Preservation (18.33) which describes the processes, procedures, and design criteria for development and renovations within Mesilla’s historic zones.

## Cluster Development

Chapter 17.45 of the Town Code allows for “cluster subdivisions,” which are intended to concentrate residential development and preserve Mesilla’s greenbelt of farmland, open space, and natural sites. In general, cluster development seeks to concentrate development in smaller portions of lots that are closer to public infrastructure (e.g., roads and water lines), thereby lessening the development footprint and impacts on farmland and natural systems. In many cases, subdivisions that are developed as clusters share common open space and/or apply conservation easements to land that is to be protected. In return, some density bonuses are allowed (50%- 125% increase in allowable density). Cluster development is permitted in RF, RA, and R-1 zones for sites with 10 or more acres of net buildable area.

## Short-Term Rental Ordinance

The Town of Mesilla approved a Short-Term Rental Ordinance (18.53) in early 2025. The purpose of this ordinance is to provide community benefit by expanding the number and type of lodging facilities available to visitors. It applies to all zoning districts within Mesilla and all dwelling units that are rented at some time during the year for a short duration that are not a part of a commercial business enterprise. There are limits on the number of allowable permits, depending on the zoning district, and licenses required.

## Future Land Use Scenario

During the planning process, the team led a future land use exercise with the Board of Trustees and the Planning, Zoning, and Historical Appropriateness Commission. The following day, a similar workshop was held at a community meeting. The results of these exercises, along with feedback from the broader community through the Preferences Survey, have guided the following recommendations for future land use that can meet the evolving needs of Mesilla.

## Proposed Annexation

To best position Mesilla to meet the needs of current and future residents, we’ve identified three potential areas of annexation: 1) north of town along Calle del El Paso and south of I-10, 2) east of town and McDowell Place, and 3) west of town

into Rassaf Hills and extending to BLM land. These areas would provide Mesilla with strategic adjacencies to current and future transportation corridors, benefiting the community through both economic development opportunities and residential growth.

### **Proposed Commercial & Mixed-use**

During meetings with residents and leadership, many people noted that there should be more opportunities for commercial/mixed-use development along Avenida de Mesilla, especially as this corridor serves as a gateway into Mesilla for communities to the south, including San Pablo, Santo Tomas, San Miguel, and beyond. Incremental zoning changes have already occurred here and should be extended for consistency and flexibility. We've also proposed, per community recommendation, that Boutz Road and University Avenue have Mixed-Use Overlays added to them to allow for greater flexibility in use and design here.

### **Proposed Residential**

Residential is already an allowable use within the Commercial zone, but we have also recommended extending residential uses along Boutz Road near Zia Middle School.

### **Proposed Parks/Open Space**

The community desires an additional open space for recreational use near the La Llorona Trailhead, along the east side of the Rio Grande. This space should be flexible for future uses that include gathering space for families and events, recreational amenities, and improved access to both land and water trails. The vision for this space is further described in the Economic Development and Community Facilities and Services chapters.



ZONING

- RF: Rural Farm
- RA: Residential/Agricultural
- R-1: Single Family Residential
- H-R: Historical Residential
- C-1: General Commercial
- H-C: Historical Commercial

PROPOSED FUTURE LAND USE CHANGES

- Proposed Future Commercial
- Proposed Residential
- Proposed Parks/Open Space
- Proposed Annexation
- Proposed Mixed-Use Corridor Overlay

## Strategies (Goals, Policies, Actions)

**Goal 1. Mesilla's land use patterns preserve its agricultural roots, while adapting to the needs of current and future generations.**

### **Policy 1.1**

**Continue to pursue resources and support efforts to preserve traditional architectural, cultural, and agricultural aspects of Mesilla life.**

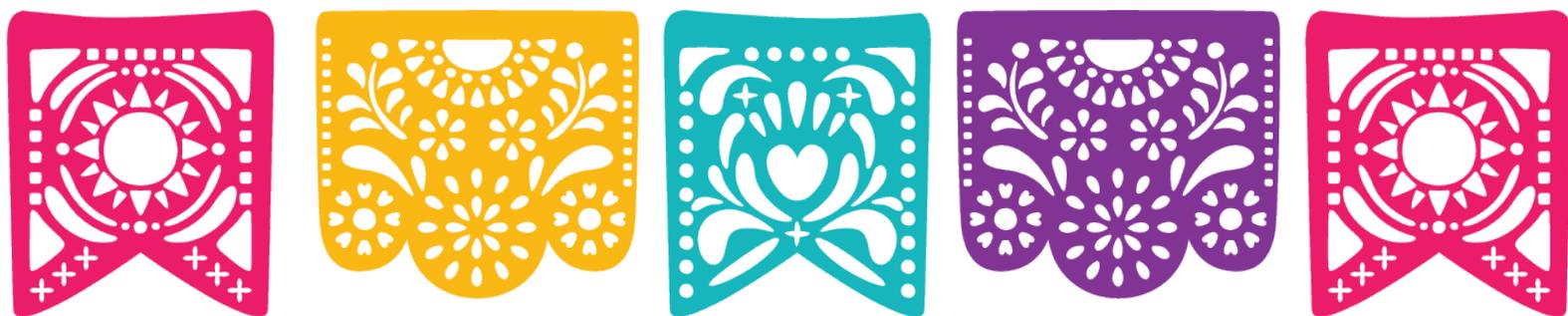
- **Action 1.1.A.** Assist property owners in retaining and preserving structures in the historic core. Create design standards for buildings to protect the agricultural character of the greenbelt.
- **Action 1.1.B.** Partner with local growers and local/regional practitioners to help adapt to new conditions for growing (i.e., having less water). Create an agricultural Preservation Committee to grow and coordinate these partnerships (meet quarterly).
- **Action 1.1.C.** Continue to designate and update historic property lists to reflect evolving definitions of historic.
- **Action 1.1.D.** Consider allowing Transfer of Development Rights (TDR) to preserve agricultural land, while allowing landowners to benefit from the sale of development rights to developers in more appropriate, higher-density parts of town.

### **Policy 1.2**

**Update Town codes, policies, and future land use frameworks to reflect current/future needs and activities.**

- **Action 1.2.A.** Continue to review and update the Mesilla zoning code, zoning maps, and code enforcement policies. Adhere to zoning code updates to eliminate illegal lot splits and non-conforming uses.
  - Update restrictions on minimum lot sizes and allowable densities in key areas that have the potential for future development.
  - Consider updating allowances for more than one home on a single-family property in a historic residential district, in alignment with historic multi-family compound development.
  - Confirm that inheriting non-conforming lots qualifies as a hardship on the land.
  - Update rural farm zone to expand cottage industries as an allowable use.

- **Action 1.2.B.** Support new commercial and residential development through infill development on vacant lots and/or the renovation of abandoned or vacant structures as outlined in the future land use plan.
- **Action 1.2.C.** Support incremental growth as guided by the updated future land use plan, rather than spot zoning.
- **Action 1.2.D.** Support future commercial and mixed-use development that is appropriate for community needs and character.
- **Action 1.2.E.** Streamline permitting process for development. Allow departmental staff with internal checks and balances to conduct the approval process.
- **Action 1.2.F.** Update Subdivision Regulations to reflect scale of potential future development; abbreviate the process for subdivisions of five lots or less.
- **Action 1.2.G.** Acquire land and encourage development according to the updated future land use map.
  - Annex land in appropriate areas to allow for future residential, commercial, and mixed-use development, focusing on the land adjacent to the town south on Hwy 28, northwest of Calle de El Paso, and east in residential County areas.
  - Extend commercial zoning along the entirety of Avenida de Mesilla/Hwy 28
  - Consider mixed-use Overlay Zoning along University Ave. and Boutz Rd.



# Economic Development

*The Town of Mesilla's economic development strategy aims to preserve and promote its distinct cultural identity while building a resilient, diverse, and sustainable local economy. Grounded in community input and existing conditions, this chapter provides a roadmap for enhancing tourism, supporting small businesses, cultivating public art, and encouraging responsible growth.*

## Community Vision & Priorities

---

*Mesilla envisions a future that honors its rich cultural heritage while embracing sustainable, place-based growth. As a vibrant regional tourism destination, the town will continue to celebrate its unique identity through events, historic preservation, and culturally rooted public art. By expanding outdoor recreation and supporting creative and local enterprises, from film to sustainable agriculture, Mesilla will foster a resilient economy grounded in community values, natural beauty, and small-town character.*

---

### Priorities

- Maintain and enhance Mesilla’s role as a regional tourism destination.
- Expand outdoor recreation as a key economic driver.
- Promote culturally representative public art to support a creative economy and community identity.
- Foster controlled, place-based economic growth focused on sustainable agriculture, film, and thriving small businesses.

### Issues

#### **Congestion and Parking Access**

Frequent festivals and tourism events are key to Mesilla’s economy, but limited public parking and traffic congestion restrict access to local businesses and public spaces. Without improved infrastructure and circulation planning, these issues may limit the community’s ability to fully benefit from its cultural draw.

#### **Protecting Community Character**

As interest in development grows, so do concerns about losing Mesilla’s small-town charm and cultural authenticity. Residents are wary of chain stores and high-end developments that may displace long-time families and businesses or dilute the town’s character.

#### **Modernizing Historic Preservation**

Mesilla’s historic core is one of its greatest assets, yet the town relies on preservation tools and inventories that are outdated and need updating. This limits the ability to guide compatible development, protect architectural integrity, and fully celebrate evolving cultural heritage.



**Figure 12. Taylor Mesilla Historic Site**

### **Zoning and Development Barriers**

While the community supports new business and housing opportunities, rigid zoning regulations and past development denials have slowed progress. There's a need to revisit land use policies to allow for context-sensitive growth in targeted areas without compromising neighborhood character.

### **Affordability and Aging Demographics**

Rising property values and an aging population are straining Mesilla's social fabric. Longtime residents face growing costs of maintenance, while younger families struggle to find affordable housing options, posing challenges for generational continuity and economic resilience.

1. Fear of over-commercialization or gentrification.
2. Outdated historic preservation resources.
3. Development constraints and zoning limitations.
4. Aging population and affordability issues for young families and historic households.

## Opportunities

### **Activate Outdoor Assets**

Mesilla has a growing opportunity to leverage outdoor recreation as an economic driver. This will connect residents and visitors to nearby destinations like the monument, state park, and future park facilities, supporting both health and tourism.

### **Explore Transit Options**

Take advantage of transit to reduce the number of cars parked in the historic district by promoting alternatives such as shuttle services during events, partnerships with RoadRUNNER Transit, or bike-share programs. Improving connections between Mesilla and nearby Las Cruces neighborhoods can also support local businesses, reduce congestion, and enhance the visitor experience.

### **Reinvest in the Historic District**

Mesilla's historic district serves as a valuable cultural and economic asset. By updating the historic inventory and strengthening preservation efforts, the town can better guide appropriate development, attract heritage tourism, and reinforce its distinctive identity.

### **Support Community-Driven Business Development**

There is a strong community desire for more locally-owned, essential businesses that meet every day needs, without introducing chain stores. Identifying service gaps, especially in comparison to Las Cruces, and encouraging businesses like FARM Mesilla can strengthen the local economy while preserving the town's unique character.

### **Retain and Support Existing Residents and Businesses**

Mesilla can foster economic equity by helping historic families maintain their properties and by making the town more accessible for young families. Targeted programs to support legacy businesses, aging residents, and affordability can ensure the town's identity is preserved while welcoming the next generation.

### **Promote Strategic Growth and Corridor Development**

Key areas of Mesilla, particularly along Avenida de Mesilla, present opportunities for strategic development and commercial expansion. With about 30 acres of potential development land and interest in extending the Historic Commercial zone south, the town can thoughtfully accommodate new services like a grocery store, while enhancing walkability and preserving historic context.

## Existing Conditions

Like many rural communities in Doña Ana County, Mesilla experiences unique economic challenges compared to the more urban centers of Las Cruces or Santa Teresa. At the same time, the town benefits from proximity to these economic hubs, but local access to well-paying jobs and essential services remains limited, especially for residents without reliable transportation. These places added strain on household budgets and limited opportunities for younger families and long-time residents alike.

## Previous Economic Development Plans

The **Doña Ana County 2040 Comprehensive Plan** outlines a forward-looking framework to guide sustainable growth, economic development, and land use. Its goal is to support vibrant communities while preserving the county's natural and cultural assets. The plan seeks to manage where and how growth occurs, promote economic resilience, and improve quality of life by fostering compact, complete communities that reflect the unique character of Doña Ana County.

## Key Goals and Strategies

- **Strengthen Mesilla's Development Code to Support Intentional Growth**  
Encourage updates to Mesilla's zoning and development regulations to align with community goals, support infill and small-scale commercial development, and maintain the town's historic and agricultural character.
- **Preserve Open Space & Prioritize Infill**  
The plan emphasizes development in areas near infrastructure and designates land to remain in agricultural or natural open space, discouraging sprawl and promoting sustainable land use.
- **Coordinate Economic Development Across Agencies**  
A unified economic strategy is encouraged by consolidating planning and economic development efforts under a single entity. The County also aims to collaborate regionally with El Paso and Mexico to align cross-border economic interests.
- **Promote Economic and Household Efficiency**  
The County seeks to help residents and businesses reduce costs and build wealth through targeted support for business development, financial literacy, and homeownership.

The **2017 Town of Mesilla Comprehensive Plan** outlines strategies to build upon existing opportunities, support local businesses, and develop new ones, ultimately

improving the overall quality of life. The plan integrates historic preservation, land use, housing, and infrastructure improvements in its approach to economic development. The three economic goals of the plan were:

- Achieve the preservation and promotion of Mesilla's agricultural industry.
- Achieve greater area-wide prominence as a destination for all forms of tourism to strengthen the economy.
- Target small, clean, light industries for location in Mesilla that would not negatively impact the physical environment or Town character.

The **Mesilla Valley Economic Development Alliance (MVEDA)** is the leading public-private economic development organization serving Doña Ana County. Established in 1994, MVEDA works to grow the region's economy by attracting and supporting businesses, creating high-quality job opportunities, and driving investment in key industries. It focuses on main strategies to do so:

- Support in locating the best commercial real estate options for business owners.
- Connect people to trained professionals and the workforce.
- Assist with research and development.
- Find the right incentives and financing for a new business.
- Introducing key people and foster network building

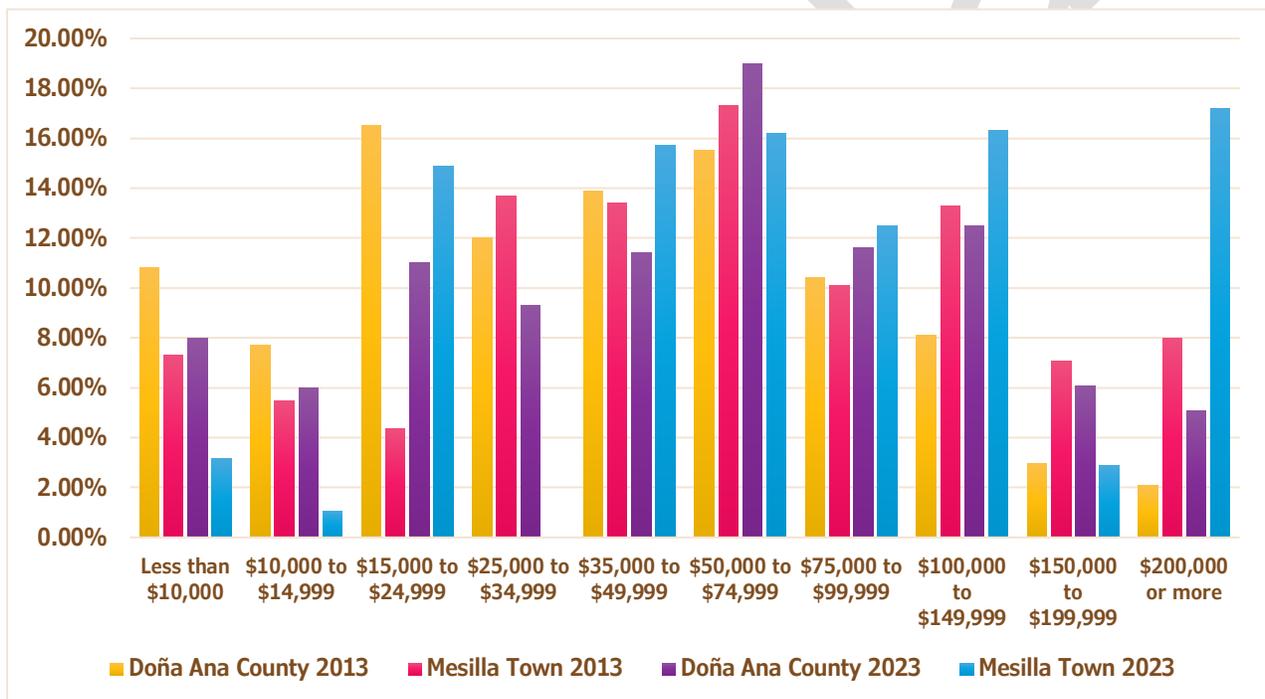
The mission of the **2021 Empower & Collaborate: New Mexico's Economic Path Forward** plan, developed by the Economic Development Department, is to reimagine New Mexico's approach to economic development by facilitating statewide collaboration on common goals. Focusing on economic growth, inclusion, and workforce readiness, the 2025 update to the plan outlines three strategies:

1. Enhancing Data Management and Visualization: This strategy focuses on modernizing the state's information systems to provide better access to economic data for various stakeholders.
2. Building Statewide Site Readiness: This involves systematically assessing and improving sites for business development, including infrastructure development, a certified sites program, and specialized support for rural and Tribal communities.
3. Prioritizing Economic Development Objectives: The strategy emphasizes a focused approach to economic development, concentrating investments in high-impact areas where the state has distinct advantages, with an example being quantum computing.

## Local Economy

Over the past decade, Mesilla has experienced a shift in household income distribution, with fewer households in the lowest income brackets and modest growth in the \$15,000–\$24,999 range. Between 2013 and 2023, the percentage of households earning under \$15,000 declined significantly, possibly reflecting both inflation-adjusted increases in income and a shift in the town’s demographic composition. However, the notable increase in the next lowest income tier suggests that while deep poverty may have declined, a substantial portion of residents still fall into low-income categories. This may not point to a lack of employment outright, especially given the close proximity to job opportunities in Las Cruces, but could indicate underemployment, stagnant wages, or rising costs.

**Figure 13. Household Income**

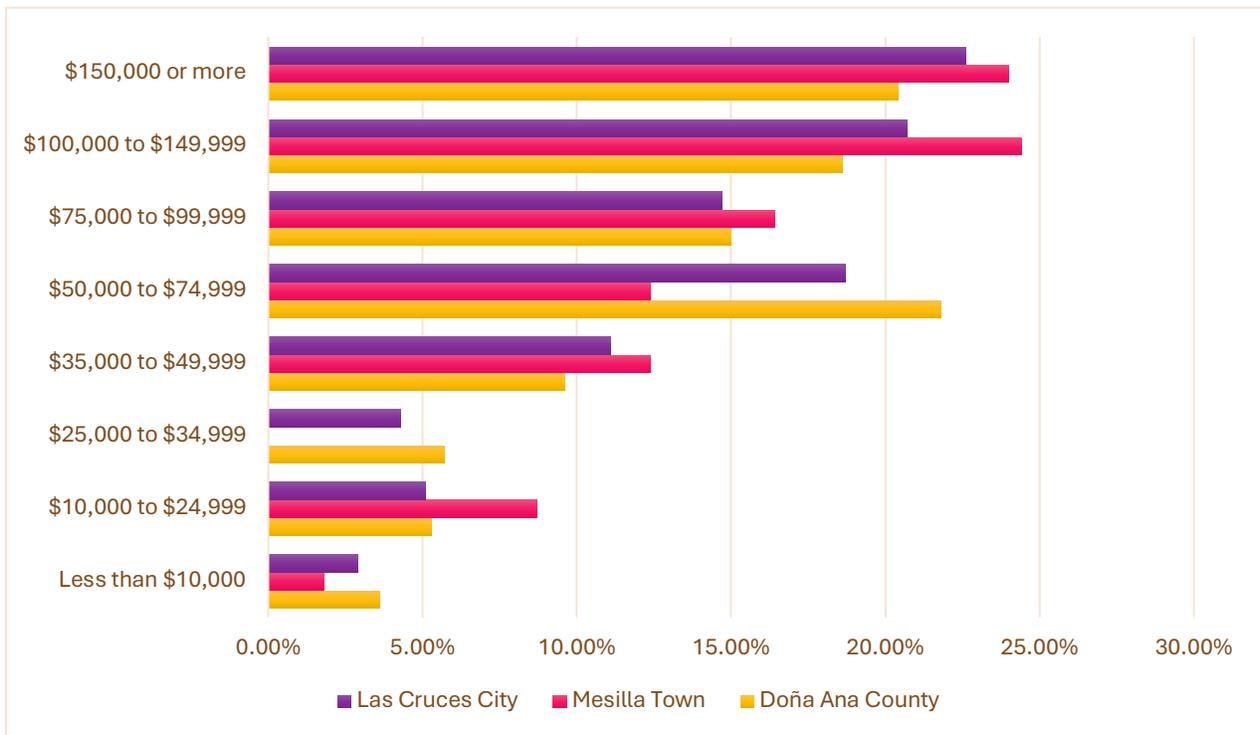


Source: U.S. Census Bureau, ACS 5-Year Estimates

At the same time, the share of households earning over \$200,000 in Mesilla more than doubled, rising from around 8% in 2013 to nearly 18% in 2023, indicating increasing affluence and the attraction of higher-income residents. Households in the \$100,000–\$199,999 range also grew. This growth in upper-income brackets suggests a degree of economic vitality, but it also raises questions about affordability and access for long-time residents and younger families.

### Figure 14. HOUSEHOLD INCOME IN THE PAST 12 MONTHS

(In 2023 inflation-adjusted dollars)



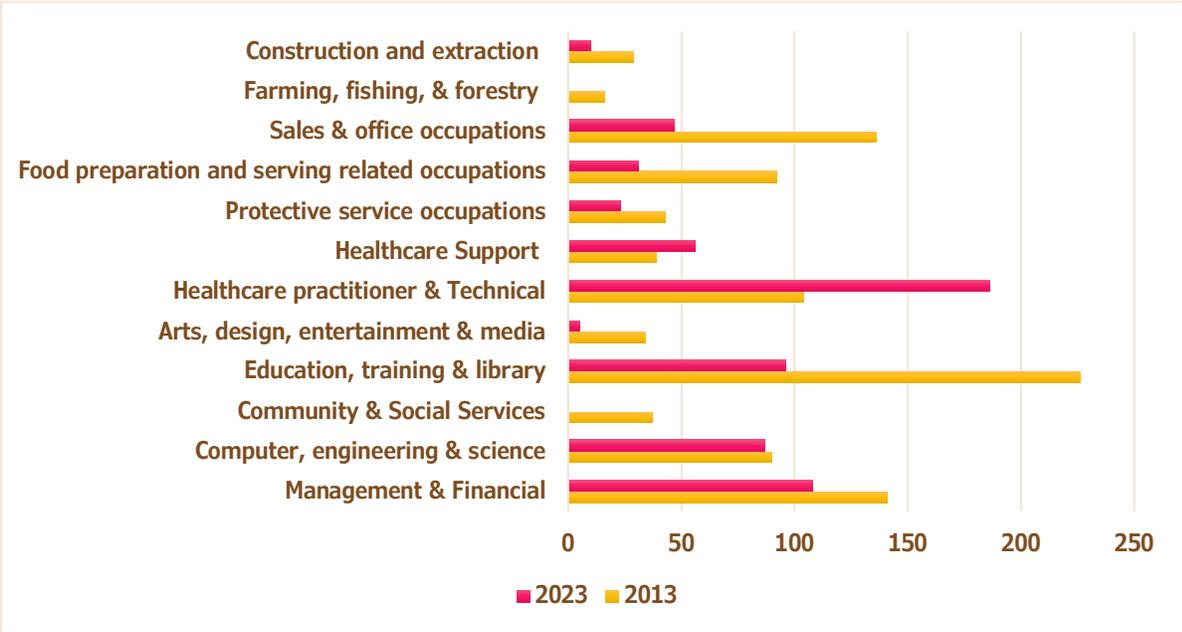
Source: U.S. Census Bureau, ACS 5-Year Estimates

Looking at the 2023 household income distribution reveals that Mesilla is notably more affluent than both Las Cruces and Doña Ana County. About 20% of Mesilla households reported incomes above \$150,000, outpacing both Las Cruces and the County. When combined with the \$100,000–\$149,999 bracket, nearly half of Mesilla’s households earn six figures, underscoring its position as an economically advantaged community in the region.

This high-income concentration sets Mesilla apart from surrounding areas, where the income distribution is more middle-income oriented. In Doña Ana County, for example, the most common household income bracket is \$50,000–\$74,999, suggesting a strong working- and middle-class presence. Mesilla, by contrast, appears to have fewer households in this range and relatively more in both higher and lower income brackets. While data anomalies are possible due to the town’s small population size, the overall trend points to a more polarized income distribution. This may indicate a modest but notable income gap within the community.

Concerns about this trend were echoed in community input, where several residents identified gentrification, land speculation, and affordability as pressing issues. These concerns highlight the need for intentional strategies to preserve economic and generational diversity in the years ahead.

**Figure 15. Resident Occupation Changes in Mesilla**

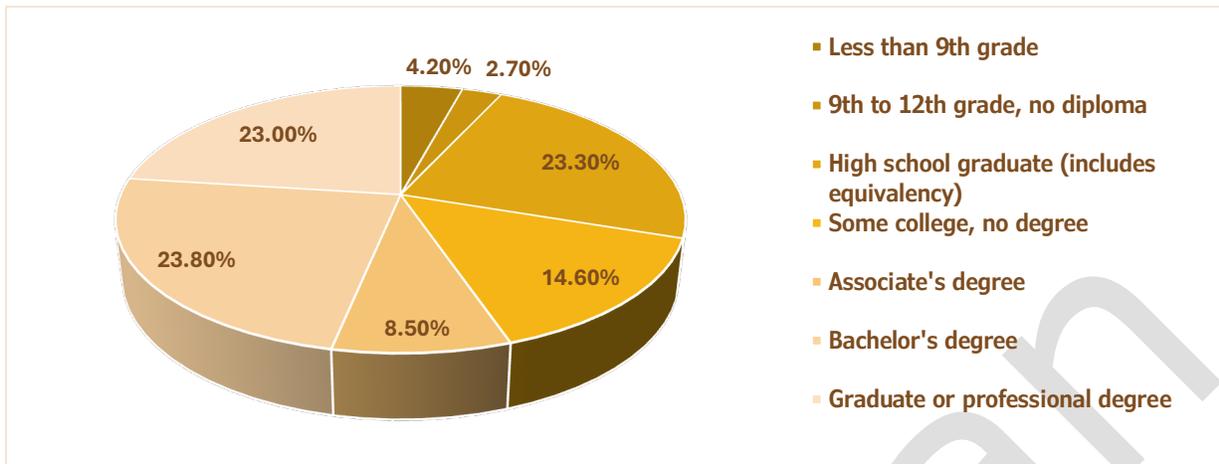


Source: U.S. Census Bureau, ACS 5-Year Estimates

Between 2013 and 2023, the occupational profile of Mesilla residents shifted noticeably. The number of residents working in healthcare practitioner and technical occupations grew from 104 to 186, making it the most common occupational category among residents. Meanwhile, there was a significant decline in education, training, and library occupations. These changes may reflect broader demographic shifts, such as an aging population or changes in who is choosing to live in Mesilla.

Over the past ten years, the percentage of residents living in Mesilla living below the poverty level has decreased significantly, by approximately 88%. While this sharp decline suggests an overall shift in the town’s economic profile, the reasons behind it are not entirely clear. It may reflect rising household incomes, changes in household composition, or broader demographic turnover.

**Figure 16. Educational Attainment Ages 25 and Over**



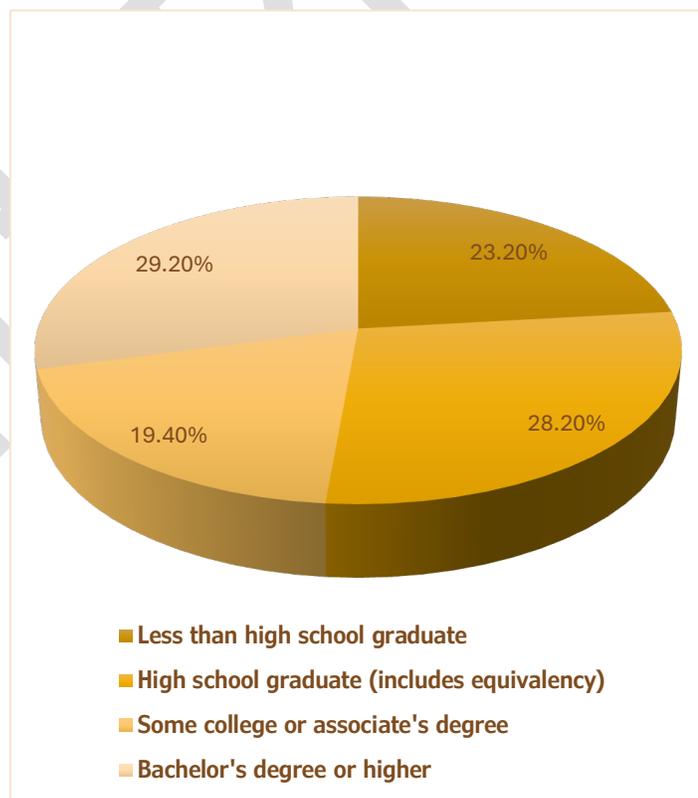
Source: U.S. Census Bureau, ACS 5-Year Estimates

Mesilla’s adult population is highly educated, with nearly 47% of residents aged 25 and over holding a bachelor’s or graduate/professional degree. This reflects a strong presence of professionally established or retired individuals and aligns with broader indicators of affluence in the community. An additional 46% have completed high school, attended some college, or earned an associate’s degree, while only 6.9% have not completed high school, indicating relatively low levels of educational disadvantage.

Educational attainment among

Mesilla’s younger residents is mixed, reflecting a transitional stage. While 29.2% already hold a bachelor’s degree or higher—the highest figure for this age group—23.2% have not completed high school, and 28.2% hold a high school diploma. These numbers most likely reflect ongoing education, with many still enrolled in college or training programs.

**Figure 17. Educational Attainment Ages 18 to 24 years**



Overall, Mesilla’s high educational achievement is a key asset, contributing to the town’s professional workforce, potential for economic resilience, and capacity for leadership in local initiatives.

## Community Events

Mesilla’s economic identity is deeply rooted in its rich cultural heritage, historic built environment, and unique role as a regional tourism destination. The town’s Plaza is a central economic driver, regularly attracting visitors from across the region for its vibrant events and traditional charm. Annual celebrations not only activate public spaces but also support local artisans, food vendors, and cultural performers. Some of the most notable events include:

- **Cinco de Mayo** – the largest and most well-attended annual celebration
- **Mexican Independence Day (September 16th)** – a vibrant community gathering with music and food
- **Day of the Dead** – featuring traditional altars, processions, and cultural programming
- **Mariachi Sundays** – formerly held October through November; now discontinued but with potential for revival
- **Jazz Fest** – a seasonal draw that previously brought new audiences to the Plaza



**Figure 18. Cinco de Mayo Fiesta, Source: NM Tourism Dept.**

While these events strengthen the local economy and cultural visibility, there is a growing need to improve public parking access and pedestrian connectivity to support continued growth. Enhancing signage and walkability from parking areas, and considering partial plaza closures during significant events, and developing a shuttle system could improve the visitor experience while reducing congestion - though these ideas must be balanced with input from local business owners and residents.

In addition to its tourism assets, Mesilla is exploring new opportunities to diversify and expand its local economy through outdoor recreation. The town is actively collaborating with the Mesilla Valley MPO to develop a trail system that includes a multi-use path along the main road and another in front of Mesilla Elementary School. These trails will increase access to monuments, the nearby State Park, and rural lands with potential for future park development, positioning outdoor recreation as a significant growth sector for both tourism and quality of life.

Mesilla's Historic District is another economic and cultural cornerstone. However, the town's historic property inventory has not been updated since the 1970s, meaning many newer eligible structures remain undocumented and unprotected. There is strong community interest in uplifting and reinvesting in the Historic District, not only to preserve Mesilla's unique cultural and architectural character but also to support heritage tourism, educational programming, and economic development.

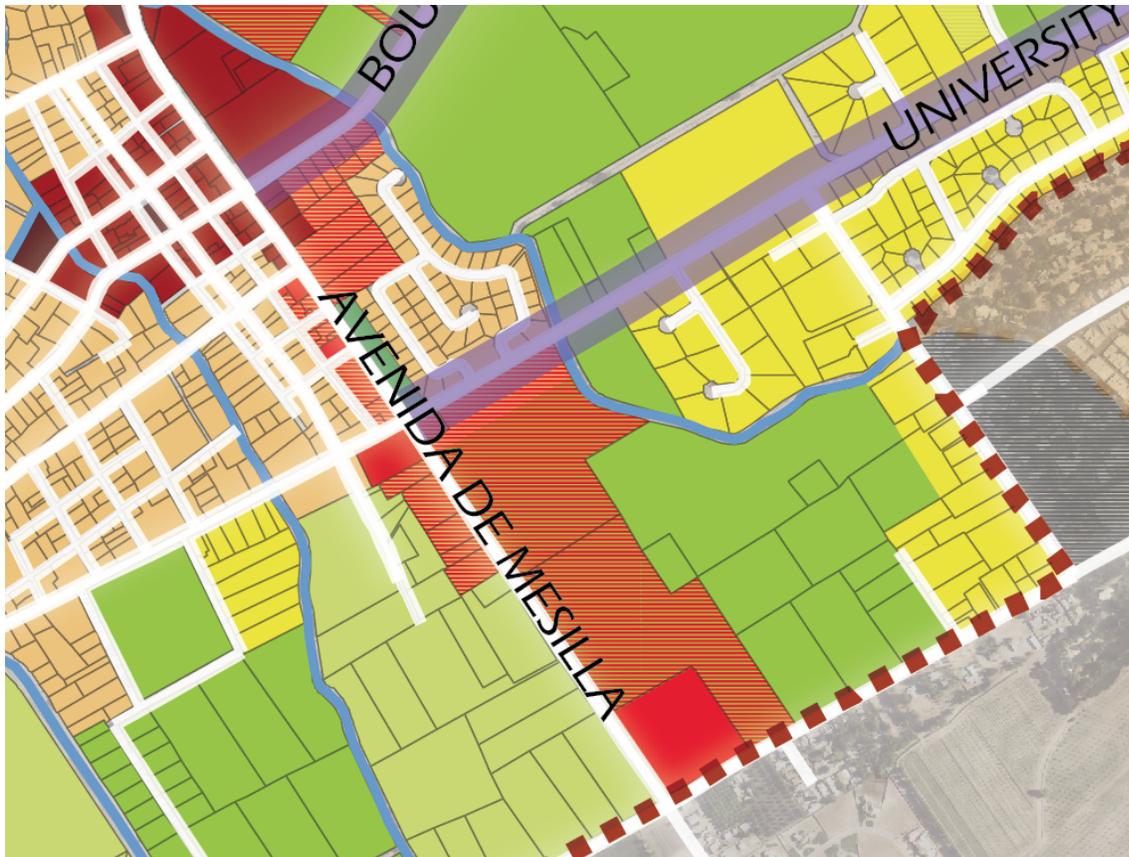
Mesilla is home to a growing community interest in public art as a tool for cultural expression and creative placemaking. Residents have expressed a desire for murals and installations that reflect the town's identity while respecting its historic character. To ensure cultural representation and community ownership, the Town may consider establishing design standards and engagement processes that guide how and where public art is developed. One idea includes creating a walking tour of future mural or public art sites, linking creative expression with economic activation and tourism.

Mesilla also holds significant opportunities for commercial development and infill, particularly on the north side of town, where approximately 30 acres of land remain underutilized.



**Figure 19. Vacant opportunity sites are shown in green.**

Current uses include health services, a bridal shop, and two restaurants, but with thoughtful planning and updated zoning, this area could accommodate mixed-use development, affordable housing, or small-scale retail. In addition, streets like Avenida de Mesilla, Boutz, University, and Union present opportunities for commercial corridor development to attract new businesses, such as a long-requested grocery store, especially on the south end of town. The Commercial zone could also be extended south to Union.



**Figure 20. Proposed extension of the Commercial zone south to Union Ave.**

Internally, there is an essential need to build Mesilla’s organizational capacity. Staff turnover is frequent, often due to limited pay and benefits, making the Town a stepping stone rather than a long-term career destination. Building capacity through competitive wages, professional development, and administrative support will be key to ensuring continuity in economic development efforts and overall governance.

Meanwhile, essential service gaps, including limited access to general healthcare clinics and groceries, continue to affect quality of life and drive residents to Las Cruces for basic needs. There is a strong community interest in attracting local, culturally appropriate businesses that align with Mesilla’s character and support its year-round population.

Looking ahead, Mesilla can leverage its strengths in tourism, culture, and historic preservation to build a more inclusive and resilient local economy. By working with organizations such as the Mesilla Valley Economic Development Alliance (MVEDA) and partnering with local nonprofits, property owners, and regional planners,

Mesilla can guide future development that strengthens its economy while remaining true to its identity.

## **Economic Development Tools**

### **LEDA Ordinance**

The Town of Mesilla updated its Local Economic Development Act (LEDA) ordinance in 2015 to include new provisions that were passed by the State of New Mexico in 2013. LEDA allows public support of economic projects to foster, promote, and enhance local economic development efforts while continuing to protect against the unauthorized use of public money and other public resources. It also allows Mesilla to enter into one or more joint powers agreements with other local governments to plan and support regional economic development projects.

### **MRA Designation**

To address low business activity or vacant and underutilized properties, Mesilla can seek to qualify as a Metropolitan Redevelopment Area (MRA). This designation can be initiated through an election or a petition of property owners. Ultimately, designation is decided by the Board of Trustees. MRA designation opens funding opportunities through grants, revenue bonds, and state or federal brownfield opportunities. This funding can be applied to historic preservation efforts, including historic property acquisition, beautification, and the development of open spaces, as well as recreation and other public services. Tools like Tax Increment Financing can also be utilized.

### **Vacant Property Ordinance**

Another tool that can address vacant buildings and underutilization is establishing a Vacant Property Ordinance. This ordinance would require property owners to register vacant buildings and maintain them according to the Town's set regulations. This is an incentive for property owners to develop future uses for their properties that can bring life back to stagnant spaces. This is an opportunity for further economic development and building community capacity.

### **New Mexico MainStreet Program**

This program offers resources and technical support for revitalizing traditional commercial districts. This includes access to façade improvement grants, small business development assistance, and historic preservation guidance. If the Town chooses to pursue a MainStreet designation, it could strengthen efforts to

preserve Mesilla's historic core while encouraging entrepreneurship and placemaking in the plaza and surrounding areas.

### **Industrial Revenue Bonds (IRBs)**

IRBs are a financing tool that municipalities can use to support private sector projects that provide public benefits, such as job creation or infrastructure improvements. While more commonly used for large-scale developments, they can also support smaller projects in tourism, light manufacturing, or commercial redevelopment. These bonds allow the Town to issue tax-exempt debt on behalf of a business, helping reduce project costs without creating financial liability for the Town itself.

### **Job Training Incentive Program (JTIP)**

Administered by the New Mexico Economic Development Department, JTIP provides reimbursements for on-the-job training of new employees. Businesses can receive funding to offset wages and training costs, making it easier to hire and retain qualified workers. While typically used by growing businesses, this program can be leveraged in conjunction with LEDA to support locally owned enterprises or emerging sectors tied to Mesilla's tourism and cultural economy.

Draft

## Strategies (Goals, Policies, Actions)

### High Priority Actions

1. Continue enhancing pedestrian and bicycle infrastructure, including trails, sidewalks, and crossings, for increased multi-modal infrastructure and improved connectivity.
2. Encourage local business growth by utilizing LEDA or another economic development tool to support small-scale, locally owned enterprises in addition to noting vacant structures to turn into future opportunities.
3. Support infill and redevelopment that enhances historic character by targeting underutilized sites and using tools like MRA designation, Vacant Property Ordinance, or MainStreet participation to encourage reinvestment.

### Goal 1. Maintain and enhance Mesilla's role as a regional tourism and cultural destination.

#### Policy 1.1

##### Improve infrastructure and access to support tourism.

- Action 1.1.A. Build town capacity to develop a shuttle program for large events. This can include several street-legal options – such as LSV-compliant golf carts, MVD-registered UTVs, or school buses – for minimal charge that are better suited to the narrow roads of Mesilla. Also utilize parking at Town Hall or nearby Las Cruces locations.
- Action 1.1.B. Assess feasibility to increase multi-modal connectivity on Avenida de Mesilla by adding a crosswalk near Calle de El Paso and Town Hall, as well as a stoplight at Union.
- Action 1.1.C. Create a wayfinding signage system and update gateway signage to guide and welcome visitors.

#### Policy 1.2

##### Promote Mesilla's unique cultural identity to strengthen tourism.

(Expanded upon in Historic Preservation chapter)

- Action 1.2.A. Continue to collaborate with partners to tell untold stories of Mesilla's cultural and historical legacy.
- Action 1.2.B. Complete a local history book for families and events in Mesilla that contributes content to a future Cultural Center, along with creating ties to the developing Commemorative Park monument.

- **Action 1.2.C.** Begin planning of facilities that can appropriately store artifacts, art, and other items while curating collections for the cultural center and museum. Collaborate with entities that currently possess Mesilla artifacts and art to bring these items back to the community, either through loan or an agreement.
- **Action 1.2.D.** Once walking tours are established, update descriptions of Mesilla on Visit Las Cruces and NM True platforms to reflect its role on El Camino Real and its borderland history.

### **Policy 1.3**

#### **Support appropriate redevelopment that enhances historic character.**

- **Action 1.3.A.** Prioritize infill development in underutilized areas (e.g., 30-acre site on north side, Cotton Gin redevelopment).
- **Action 1.3.B.** Expand the General Commercial zone to Union, expand Historic Commercial where it already exists or within existing Historic Residential zone, offering flexibility.
- **Action 1.3.C.** Explore acquisition of the Blacksmith Shop for a community navigation hub and walking tour anchor, ag demonstration site.
- **Action 1.3.D.** Explore MainStreet program opportunities, MRA designation, or Vacant Property Ordinance to incentivize property owners to uplift historic and agricultural properties.

## **Goal 2. Expand Mesilla’s outdoor recreation economy.**

### **Policy 2.1**

#### **Promote trails and public access while respecting private property rights.**

- **Action 2.1.A** Continue working on trail expansion along the Rio Grande from La Llorona Park.
- **Action 2.1.B.** Collaborate with property owners across all boundaries (individual and public entities) to identify mutually beneficial trail alignments.
- **Action 2.1.C.** Develop Mesilla Lateral and other trails with interpretive signage and connectivity to key sites. Prepare for future acquisition along Mesilla Drain, connect to trail development and infrastructure.

## **Policy 2.2**

### **Support outdoor recreation businesses and events.**

- **Action 2.2.A.** Promote outfitter businesses (bikes, rafting, rentals) and support growth of local adventure tourism.
- **Action 2.2.B.** Explore creation of a La Llorona Trailhead Park for large outdoor events and competitions, hobbies. Work with community to determine outdoor recreation amenities that could go there (ex: sand volleyball, picnic grounds & shelters, etc.)
- **Action 2.2.C.** Continue coordination with Mesilla Valley Bosque State Park to enhance access and programming. And expand connections for multimodal access from Town.
- **Action 2.2.D** Create a Riverwalk to encourage business growth and draw in visitors.

## **Goal 3. Promote a creative economy and culturally rooted small business development.**

### **Policy 3.1**

#### **Encourage local business growth and cultural entrepreneurship.**

- **Action 3.1.A.** Coordinate with the local Chamber of Commerce to support small businesses.
- **Action 3.1.B.** Look at potential spaces to build a multi-use Local Business Incubator that will support and build small business entrepreneurs (food, art, small retail). The Blacksmith Shop could be an appropriate location for this initiative.
- **Action 3.1.C.** Promote culturally appropriate economic growth including heritage crafts, food, and arts. There is potential to incorporate these practices into existing festivals or new community events. Cotton Gin may also be an appropriate site for this initiative.
- **Action 3.1.D.** Explore designation as an Arts and Cultural District or MainStreet community to access tools, education, and resources from the state.
- **Action 3.1.E.** Shorten the permitting process to allow quicker turnaround and a more accessible system to support growth – or hire additional staff to manage permits.

### **Policy 3.2**

#### **Integrate public art and storytelling into economic development.**

- Action 3.2.A. Update the Town's policies to support appropriate public art and signage in the community.
- Action 3.2.B. Seek opportunity to uplift the regional and historical significance of Mesilla to tell its unique stories and borderland identity.
- Action 3.2.C Harness public art as an opportunity to engage residents (businesses, students, etc.) in placemaking and community building.

### **Policy 3.3**

#### **Improve signage across Mesilla for business, wayfinding, and interpretation.**

- Action 3.3.A. Create unified design guidelines for historic, directional, and gateway signage.
- Action 3.3.B. Update Signage Ordinance with the input of business owners

## **Goal 4. Foster controlled, place-based economic growth in sustainable agriculture, film, and manufacturing.**

### **Policy 4.1**

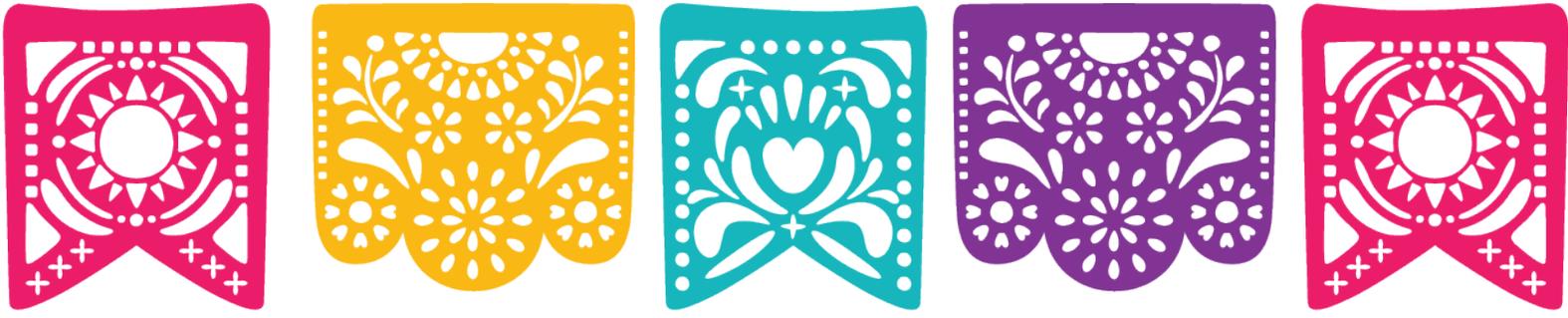
#### **Encourage sustainable, community-supported agriculture.**

- Action 4.1.A. Partner with NMSU and local growers to expand education around water efficient and sustainable agricultural practices.
- Action 4.1.B. Support programs to connect local produce with retail and the Mesilla Farmers Market, with expanding the Market into a destination space and event.
- Action 4.1.C. Explore town acquisition of agricultural land for education or shared farming based on water and utility availability, perhaps along 292, Calle de Paso, and/or Calle del Norte.

### **Policy 4.2**

#### **Support controlled expansion of industries, including film and manufacturing.**

- Action 4.2.A. Open future opportunities for appropriate commercial growth by ensuring Mesilla has access to future truck bypass route on West Mesa.
- Action 4.2.B. Encourage film and media projects by promoting Mesilla's historic and scenic assets.



# Historic Preservation

*Mesilla's history is rooted in movement, trade, and cultural exchange. Once a crossroads and important stop along the Camino Real and Butterfield Stagecoach routes, the town experienced significant change, and after the Treaty of Guadalupe Hidalgo, it officially became part of the United States with the Gadsden Purchase in 1854. In the decades that followed, Mesilla became a bustling center of commerce and politics. Through these changes and political events, Mesilla's historic streets, adobe buildings, and vibrant traditions have endured.*

*Today, Mesilla's charm lies in its deep cultural roots, walkable historic district, and community of families connected to its earliest settlers. Its layered heritage is evident and vibrant today in the architecture, traditions, and daily life of the town.*

## Community Vision & Priorities

---

*Mesilla's historic character, adobe architecture, and deep cultural roots are vital to its identity and economy. The community envisions a future where these assets are protected, celebrated, and used to foster education, tourism, and economic opportunity. Preservation efforts will support long-standing families, cultivate the next generation of leaders, and ensure cultural continuity.*

---

### Priorities

- Preserve Mesilla's unique architecture and vernacular.
- Support residents in maintaining historic homes and priorities.
- Develop Mesilla as a cultural center and destination in the region.
- Preserve the family character in Mesilla and motivate youth in preservation efforts.
- Prevent displacement through affordability strategies and housing options.

### Issues

#### **Limited Capacity to Preserve Historic Structures**

Many of Mesilla's historic structures and homes are privately owned, and their preservation depends heavily on volunteer work or the limited capacity of residents. Funding and permitting challenges often delay or prevent needed rehabilitation.

#### **Lack of Designation and Updated Inventories**

Mesilla hasn't updated its historic inventory since the 1970s. As a result, some historically significant structures remain unrecognized and unprotected.

#### **Threat of Affordability and Displacement**

Rising property values threaten long-time residents' ability to stay. Without targeted strategies, Mesilla risks losing its cultural stewards.

### Opportunities

#### **Cultural Center and Public Engagement**

Residents strongly support creating a cultural center for readings, exhibits, and celebrations. There's a growing desire for more public spaces to engage with local history and share the stories of historic families.

## Adaptive Reuse and Opportunity Sites

Buildings like the Old Blacksmith Shop and the Cotton Gin complex offer compelling opportunities for adaptive reuse into venues, shops, or community spaces. These projects face zoning and funding hurdles but offer major potential.

## Existing Conditions

Mesilla is home to a remarkable collection of historic sites and structures, many of which have shaped the region's cultural and architectural legacy.

Mesilla's Historic Residential (H-R) and Historic Commercial (H-C) zones make up the town's designated Historic District. Any construction or exterior changes within these zones must be approved by the Planning, Zoning, and Historical Appropriateness Commission (PZHAC) to ensure compatibility with Mesilla's historic character.

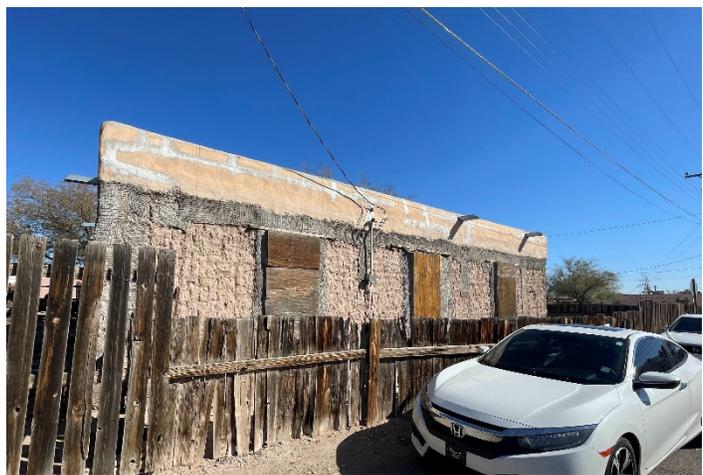
Notable landmarks include:

- Taylor Mesilla Historic Site, a 9,000-square-foot dual house, storefront, and museum now transitioning from private to public ownership. The site provides walking tours, lectures, and workshops for the public.
- The Reynolds Store, an active interpretive center with potential for deeper storytelling.
- The State Monument Museum and La Zia, both registered historic assets.

These sites, along with the town's preserved plaza and traditional adobe buildings, form the heart of Mesilla's historic identity.

However, despite the town's richness in physical heritage, the historic inventory has not been updated since the 1970s, leaving many significant structures undesignated and vulnerable. The community has also identified a growing number of vacant lots and low-density development, which disrupts the continuity and scale of historic areas.

Meanwhile, privately owned historic homes – many built with adobe – face deferred maintenance, deterioration, and rising costs of preservation. Homeowners often



**Figure 21. Boarded up historic property**

lack the resources or technical support to undertake rehabilitation and permitting or code compliance can pose additional hurdles. Preservation currently depends heavily on volunteers and the limited capacity of residents.

On the regulatory side, zoning restrictions limit adaptive reuse of potential heritage sites. The Cotton Gin complex, located at the corner of Union Avenue and Avenida de Mesilla, is an architecturally significant structure with potential to become a mixed-use venue or cultural attraction. It is currently zoned commercial (C), which eases its activation as a community site. Similarly, the Old Blacksmith Shop, near the Community Center, is in need of rehabilitation and could serve both as a community resource and a parking asset but lacks a clear development pathway.

In addition, residents have voiced concern over the loss of greenbelt areas and the increasing trend of estate-style “McMansion” development on former farmland. While the Town’s zoning code currently allows for cluster subdivisions in Rural Farm (RF) zones, there is a clear opportunity to refine these policies to better balance new development with farmland conservation. Community input supports strategies that maintain generational land ownership and allow for moderate density housing, such as Accessory Dwelling Units (ADUs), that enable families to grow and stay connected to the historic core.

Efforts to expand preservation capacity are already underway. The Town has engaged and hired technical expertise for preservation initiatives and continues to work closely with Planning & Zoning commissioners to develop preservation-friendly policies. Local advocates are also exploring Certified Local Government (CLG) designation to unlock access to state and federal preservation funding. The Town is also currently undergoing the process of updating their historic buildings inventory.

The Town is considering the development of a property stabilization and rehabilitation program, which would help assess the financial capacity of property owners and locate funding sources to repair and stabilize historic homes. This is particularly critical for long-time residents who face rising costs and permitting challenges but wish to remain in place.



**Figure 22. Home rehabilitation project of Querencia mi Mesilla**

Historic preservation in Mesilla also includes protecting agricultural heritage and open spaces. Residents have voiced concern over the loss of greenbelt areas and the increasing trend of estate-style “McMansion” development on former farmland. While the Town’s zoning code currently allows for cluster subdivisions in Rural Farm (RF) zones, there is a clear opportunity to implement these policies to better balance new development with farmland conservation. Community input supports strategies that maintain generational land ownership and allow for higher-density housing that enables families to grow and stay connected to their land.

To build a more sustainable preservation ecosystem, Mesilla is actively fostering partnerships with nonprofits and educational institutions.

### Organizational Landscape

Key players in preservation include:

- Town of Mesilla Planning & Zoning Commission
- Querencia Mi Mesilla and Sense of Place (non-profits)
- Adobe in Action & Cornerstone Community Partnerships
- New Mexico State University’s Hospitality and Tourism Program (interns/support)
- Pat Taylor's workshops and leadership development programs

## Strategies (Goals, Policies, Actions)

### High Priority Actions

#### **Preserve Adobe Architecture Through Partnerships**

Leverage nonprofits, universities, and grants to fund rehabilitation. Expand internship opportunities and skill-building workshops in preservation and construction.

#### **Cultural Center Development**

Support development as a cultural hub for events, exhibits, and museum-like programming, preserving family artifacts and telling untold community stories.

#### **Historic Walking Tour & Interpretive Signage**

Designate key historic properties and support existing walking tours. Create educational signage to assist tours. Highlight Mesilla's role in trade and migration via El Camino Real.

#### **Adaptive Reuse**

Uplift, rehabilitate, and seek zoning modification to sites like the Old Blacksmith Shop to allow mixed-use or commercial development that honors historic character.



Figure 23. Historic blacksmith shop near the Community Center

### **Financial Tools & Affordability Programs**

Establish a stabilization and rehab assistance program. Explore CLG grants, local funding, and housing tools to support affordability and prevent displacement. Provide education on state and federal tax credits to the community.

### **Accessory Dwelling Units (ADUs)**

Integrate ADUs into historic zones to allow moderate density increases and provide options for intergenerational living or affordable rentals.

### **Agricultural Heritage & Land Use Balance**

Promote cluster subdivisions in RF zones to preserve farms while accommodating growth. Address the risk of “McMansion” development by tightening design guidelines. Think of opportunities to support existing farms and develop youth programs to work with local farmers, all in an effort to continue the legacy of agricultural traditions in Mesilla.

## **Goal 1. Preserve Mesilla’s historic adobe architecture and cultural resources.**

### **Policy 1.1**

**Support the rehabilitation of adobe structures and traditional building techniques.**

- Action 1.1.A. Update the Historic Buildings Inventory.
- Action 1.1.B. Expand internship opportunities and hands-on workshops in traditional adobe construction and techniques.
- Action 1.1.C. Partner with nonprofits, universities, and preservation organizations to build capacity for technical assistance, funding, and training.

### **Policy 1.2**

**Encourage adaptive reuse of historic properties to support community and economic development.**

- Action 1.2.A. Review zoning regulations to support adaptive reuse of historically significant sites, e.g., focusing preservation on the historic core and key properties like Mesilla Farms.
- Action 1.2.B. Explore mixed-use designations or rezoning for properties like the Old Blacksmith Shop.

- **Action 1.2.C.** Continue to provide design guidelines to ensure modifications and rehabilitation respect architectural heritage and meet SHPO standards.
- **Action 1.2.D.** Continue to work with current land and property owners to discuss possible re-zoning and subdividing, ensure proper public education and clear communication on these topics.

## **Goal 2. Celebrate and share Mesilla’s cultural identity and stories.**

### **Policy 2.1**

#### **Establish a community cultural center.**

- **Action 2.1.A.** Support development of a cultural hub for events and exhibits.
- **Action 2.1.B.** Incorporate space for displaying preserved artifacts and community-curated exhibits.
- **Action 2.1.C.** Identify locations for further cultural expansion and pursue funding and partnerships for long-term sustainability.

### **Policy 2.2**

#### **Promote cultural heritage through education and interpretation.**

- **Action 2.2.A.** Support historic walking tours at the Taylor Mesilla Historic Site with interpretive signage, showing the network and connection of public spaces in Mesilla. Ensure access to online resources for this tour, using a QR code.
- **Action 2.2.B.** Develop and launch an interactive online walking tour that highlights Mesilla’s historic and cultural assets. This digital tool will include an updated historic inventory, site descriptions, and links to regional history. Coordinate with staff to finalize the interactive map and integrate content into regional tourism platforms.
- **Action 2.2.C.** Work with schools and tourism programs to integrate local history.
- **Action 2.2.D.** Continue working with the Consulate of Spain to establish UNESCO designation of the full El Camino Real de Tierra Adentro and communities along the way.

## **Goal 3. Protect long-term affordability and equitable access to historic living.**

### **Policy 3.1**

#### **Support homeowners and families in preserving historic homes.**

- **Action 3.1.A.** Establish a local assistance program to connect homeowners to preservation resources and funding opportunities.

*Partners/Resources:* Homeowners, Town of Mesilla, Cornerstones Partnerships

### **Policy 3.2**

#### **Address housing affordability and appropriate but flexible density in historic areas.**

- **Action 3.2.A.** Encourage intergenerational and affordable rentals in historic zones.

*Partners/Resources:* Town of Mesilla Planning & Zoning, property owners.

- **Action 3.2.B.** Monitor and regulate STRs to support preservation and housing goals.

*Partners/Resources:* Town of Mesilla Planning & Zoning, property owners.

- **Action 3.2.C.** Explore redefining or redesignating each zone individually, particularly in the HR zones, to address and fill the needs of the community.

*Partners/Resources:* Town of Mesilla Planning & Zoning, property owners

## **Goal 4. Preserve Mesilla's agricultural heritage and rural landscape.**

### **Policy 4.1**

#### **Promote land use strategies that balance preservation and growth.**

- **Action 4.1.A.** Encourage cluster subdivisions that allow smaller parcels and green space as part of overall development in RF zones to conserve farmland.

*Partners/Resources:* Mesilla Planning & Zoning,

- **Action 4.1.B.** Revise code to protect greenbelt and rural form but retain flexibility in minimum lot sizes to assist property owners.

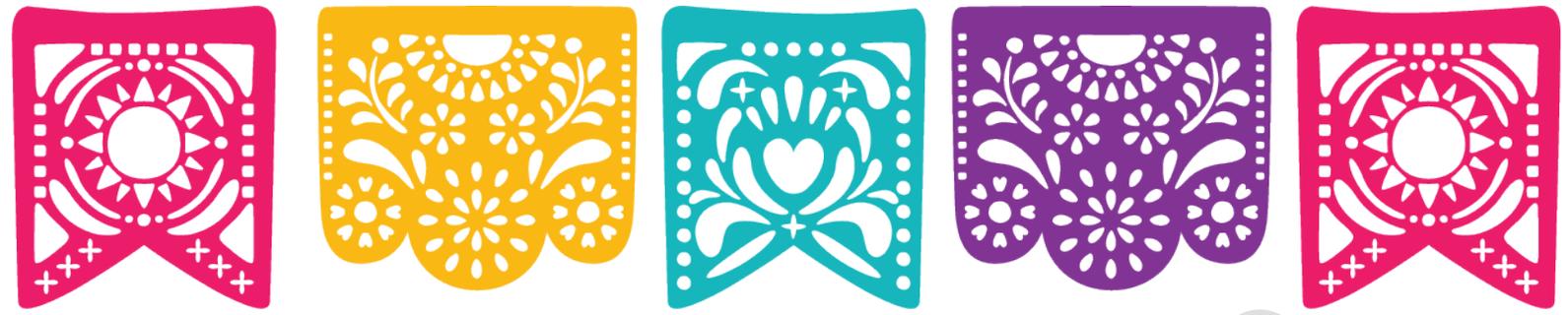
- **Action 4.1.C.** Bring awareness to zoning tools that can be helpful in preserving farmland and exploring altering terminology for easier understanding (e.g., Agricultural Cluster Community Development).

## **Policy 4.2**

### **Support agricultural stewardship and youth engagement.**

- **Action 4.2.A.** Connect farmers to resources to support local food production and stewardship.  
*Partners/Resources:* La Semilla Food Center, local growers, Farm Mesilla, NMSU
- **Action 4.2.B.** Develop youth programs in traditional agriculture and conservation.  
*Partners/Resources:* Local growers, Las Cruces Public Schools, NMSU,
- **Action 4.2.C.** Explore long-term options for community-held agricultural land like a multi-use community garden near the community center.  
*Partners/Resources:* DOT, Vida, Community land trusts, NMSU

Draft Plan



# Housing

*The Housing element of the Comprehensive Plan establishes goals, objectives, and policies for ensuring that adequate housing opportunities are available for current and future residents of Mesilla. This component identifies existing housing conditions and trends, analyzes how well, available housing meets local needs, and projects future housing needs.*

Draft Plan

## Community Vision & Priorities

---

*Mesilla has an abundance of housing options to accommodate all families and life stages. Existing residents have the resources and support to choose where they want to live.*

---

### Priorities

- Create opportunities for the preservation and creation of a range of housing types.
- Support property owners of historic properties in maintaining these valuable community assets.

### Issues

#### **Lack of Attainable Housing Options**

Like many other places, Mesilla struggles with rising housing costs and has very limited available housing stock. Many of these structures are also older and in need of expensive repairs, making it difficult for residents to maintain them.

#### **Challenges Maintaining Historic Properties**

Though this has been well described in the Historic Preservation, it is worth mentioning here that the nature of Mesilla's historic properties and the cost associated with maintenance prices out many families from being able to purchase or stay in historic homes.

### Opportunities

#### **Flexibility for Residential Properties**

Another strategy that Mesilla could pursue to increase its housing stock is to promote and allow more affordable models of housing. These could be achieved by updating the zoning code in residential areas to allow for more missing middle density-style housing.

Residents voiced a desire for more live-work spaces and townhomes as appropriate scales for the core of Mesilla.

Allowing more modular housing (with appropriate design requirements) and even



**Figure 24. Example of missing middle housing**

shipping container housing as an innovative new form may also be appropriate in certain zoning districts.



**Figure 25. Examples of shipping containers & modular housing**

## Housing Conditions

### Tenure & Occupancy

As of 2023, the overall number of housing units in Mesilla is 896, which has decreased by about 100 units over the decade that preceded it. There has also been a notable shift from Renter-occupied units to Owner-occupied units, with Owner-occupied units increasing by about 25% over the same period. The average household size of owner-occupied households is 2.52, and the average household size of renter-occupied units is 1.26. Both have seen a slight decrease from the previous decade.

The overall vacancy rate for housing units in Mesilla (2023) is 10% which is comparable to Las Cruces and Doña Ana County. U.S. Census Bureau, ACS 5-Year Estimates

**Table 2. Housing occupancy, 2013 & 2023**

	2013	2023
Housing units - Total	1,003	896
Occupied housing units	90%	90%
Vacant housing units	10%	10%
Owner-occupied units	59%	83%
Renter-occupied units	41%	17%

**Table 3. Year householder moved into unit, 2023**

Year Householder Moved to Unit	2023
Moved in 2021 or later	2.2%
Moved from 2018 to 2020	21.0%
Moved from 2010 to 2017	14.9%
Moved from 2000 to 2009	21.5%
Moved from 1990 to 1999	13.7%
Moved in prior to 1989	26.5%

Source:

Continuing population trends within the County, the population of Mesilla has shifted to newer residents, with nearly 60% of residents who moved to town in 2000 or later.

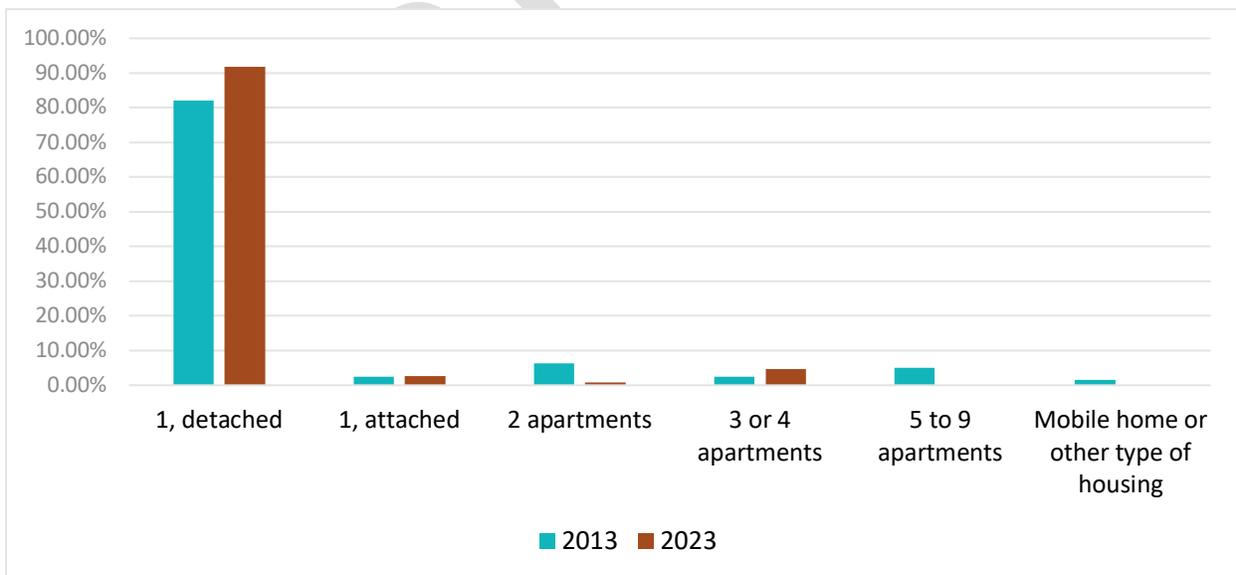


**Figure 26. Examples of housing in Mesilla, old and new**

### Housing Types

Mesilla remains primarily full of single-family, detached homes, followed by a handful of small-scale multi-family homes. The number of single-family detached homes has increased in the decade between 2013 and 2023 from approximately 82% to 92%. And though Mesilla saw its multifamily units decrease in most categories, 3–4-unit apartments did increase slightly.

**Figure 27. Housing by Type, 2013 vs. 2023**

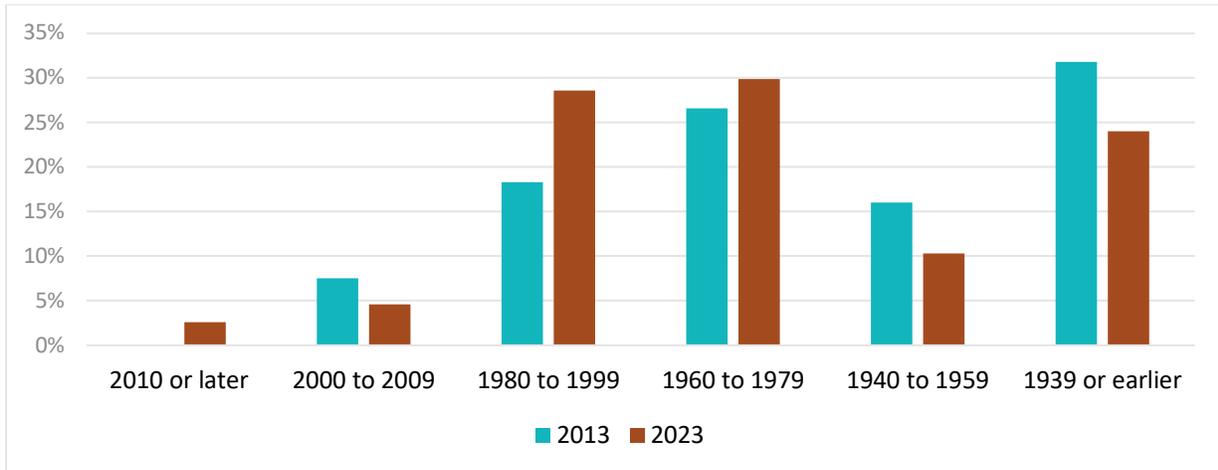


Source: U.S. Census Bureau, ACS 5-Year Estimates

## Age of Housing Stock

The majority of homes in Mesilla continue to be older, with fewer than 10% of homes built after the year 2000. This lack of new housing stock has contributed to pressure on the housing market in town and the lack of options for families.

**Figure 28. Housing Age, 2013 vs. 2023**

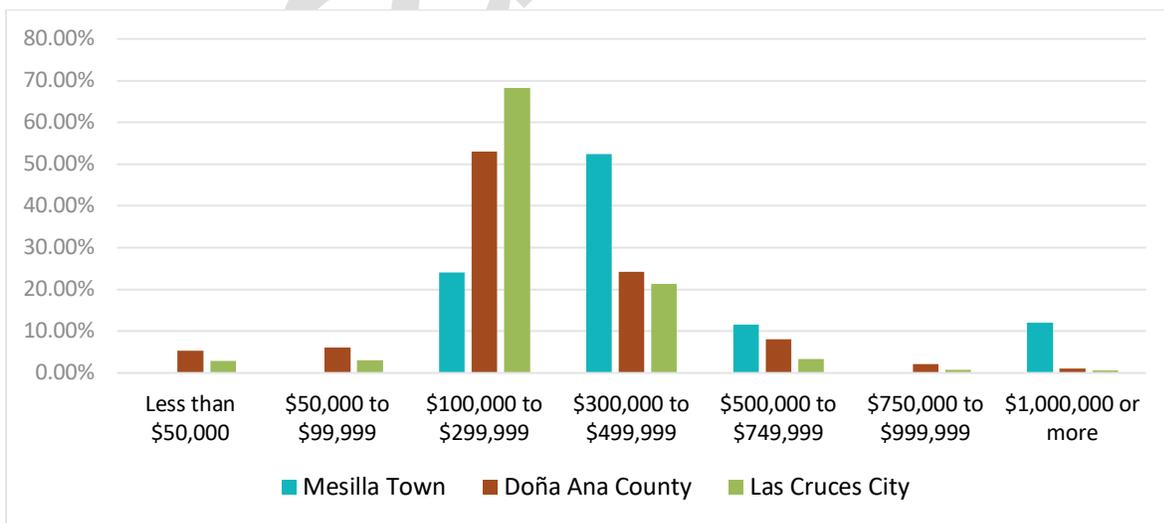


Source: U.S. Census Bureau, ACS 5-Year Estimates

## Home Values, Costs & Affordability

When compared to the County and City of Las Cruces, housing values in Mesilla are much higher, as shown by the graph below. Just over 20% of homes in Mesilla range in values between \$100,000 to \$299,999, whereas nearly 70% of homes are valued in the same range in Las Cruces.

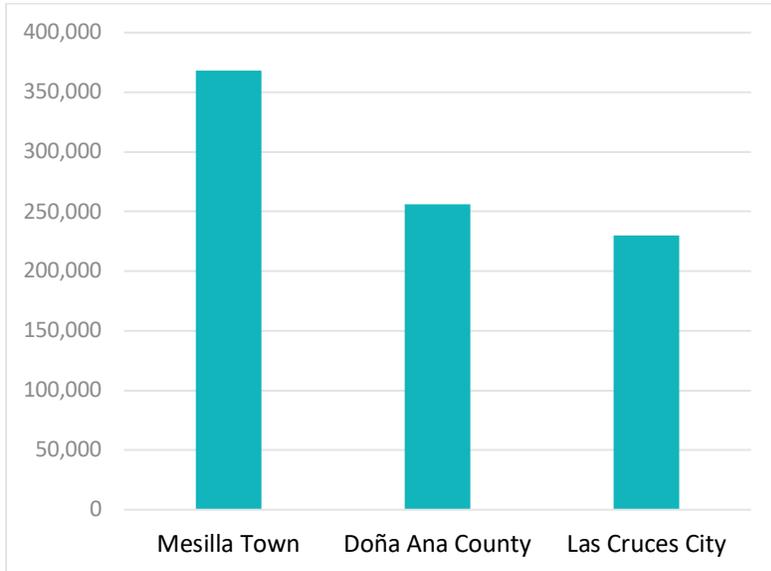
**Figure 29. Value of owner-occupied housing units with a mortgage, 2023**



Source: U.S. Census Bureau, ACS 5-Year Estimates

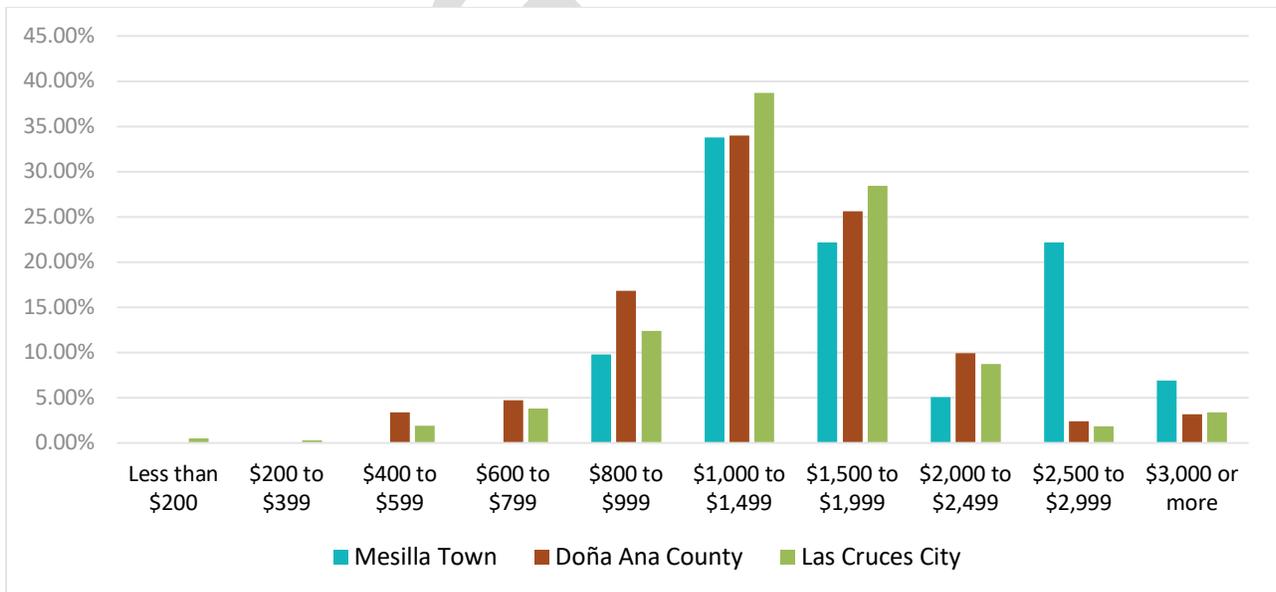
This translates to a much higher median home value in Mesilla, over \$350,000 in 2023.

**Figure 30. Median home value, 2023**



Source: U.S. Census Bureau, ACS 5-Year Estimates

**Figure 31. Monthly housing costs, 2023**



Source: U.S. Census Bureau, ACS 5-Year Estimates

This data translates into average monthly housing costs that tend to be less affordable in Mesilla, with nearly 35% of households spending over \$2,000 on housing.

## Historic Housing Partners & Opportunities

Though there are challenges associated with overall cost and affordable housing in Mesilla, there are partners and opportunities to both expand housing options in Mesilla and rehabilitate aging home infrastructure.

### Querencia Mi Mesilla

Querencia Mi Mesilla is a new nonprofit organization serving historic preservation efforts in Mesilla. Its goal is to preserve and appreciate historic adobe structures and vibrant culture, while sharing historic adobe repair expertise locally, regionally, nationally, and internationally. The organization is assisting property owners with restoration efforts at historic adobe structures and homes throughout the community. They work with subject matter experts, staff, and interns to accomplish this work, with an emphasis on education and sharing this valuable expertise.



**Figure 32. Drying adobe bricks**

### NMSU/UNM Historic Preservation Specialists

There are individuals and students at both New Mexico State University and the University of New Mexico who are valuable partners in building the network of knowledge and experience to carry on traditional building practices and use them to preserve and restore valuable historic sites in Mesilla and throughout New Mexico. The Town has also made efforts to increase its staff capacity to uplift these partnerships.

### Certified Local Government (CLG) Program

The Town of Mesilla is on its way to qualifying for the New Mexico CLG Program. This program encourages the preservation of cultural resources by promoting a partnership among local governments, the State of New Mexico (Historic Preservation Division (HPD)), and the National Park Service (NPS), which is responsible for the National Historic Preservation Program. CLG Certification would make Mesilla eligible for grants through the Historic Preservation Fund, make National Register nominations, and access technical assistance from the State.

## Strategies (Goals, Policies, Actions)

**Goal 1. Mesilla has an abundance of housing options for all families and life stages.**

### **Policy 1.1**

Encourage a variety of residential developments.

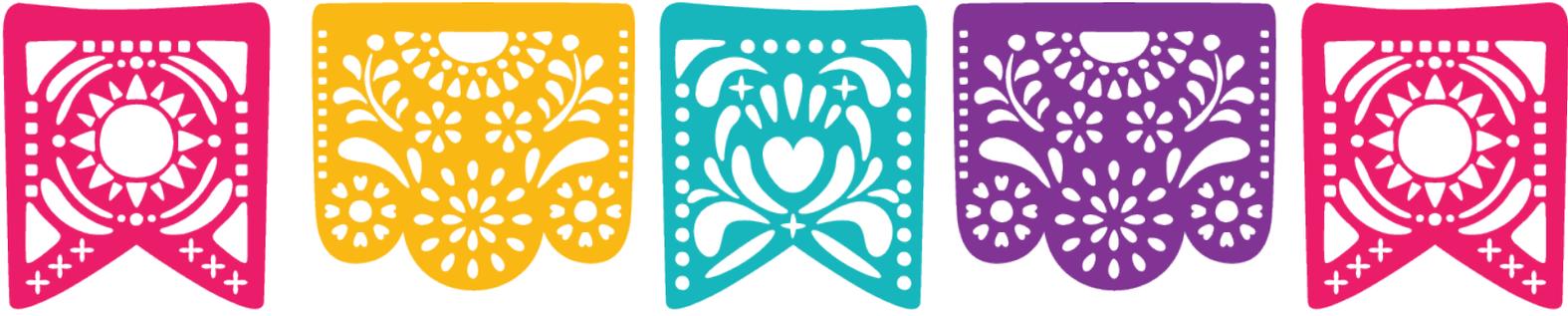
- Action 1.1.A. Continue to revisit new Short Term Rental Ordinance to ensure it meets the needs of Mesilla residents and visitors.
- Action 1.1.B. Support cluster development projects as a way to preserve green open space about residential development.
- Action 1.1.C. Update allowable uses and densities in residential zoning districts to allow for more missing middle housing and other flexible housing forms (modular, shipping containers), where appropriate.

**Goal 2. Housing resources are available to allow residents to stay, age in place, and welcome family members home.**

### **Policy 2.1**

Connect residents to existing housing improvement programs that they may qualify for.

- Action 2.1.A. Continue to build capacity of Town staff and uplift partnerships with historic preservation and housing experts.
- Action 2.1.B. Continue to pursue Certified Local Government status with the State in order to qualify for additional funding and technical assistance.
- Action 2.1.C. Promote home repair loans and utilities subsidy programs for qualifying senior and low-income residents.



# Community Facilities and Services

*As a public agency, the Town manages four public facilities and supports a variety of community programs and services. Mesilla is known for its fun events, which enhance the quality of life for residents and activate public spaces. As the Town looks to the future, facility upgrades and other enhancements will be necessary to maintain high-quality community buildings and provide great event experiences.*

## Community Vision

---

We envision a future for Mesilla where welcoming and inclusive public spaces and events foster connection, well-being, and community.

Through thoughtful planning and investment, projects and enhancements to public buildings will support residents of every generation, ensuring our facilities grow with community needs.

---

### Priorities

- Public events and community celebrations that create spaces for people to gather in public spaces.
- High-quality community services for residents, including youth and seniors.
- Maintain a sense of public safety in residential and community areas and at events.
- Meeting/preparing for increased demand for services as growth occurs (specifically fire (new station + water pressure)), new police station.

### Issues

#### **Heavy use of public facilities**

Popular events bring people together while also taking a toll on the spaces and facilities where they're hosted. There is a need to plan for facility upgrades and preventative maintenance to ensure ongoing use and enjoyment for all.

### Opportunities

#### **Enhancements and amenities for public spaces**

Enhancing public places to provide places to sit and gather, offer shade, or to be clean and beautiful will improve the experience of being there.

#### **More resident involvement and community partnerships**

There is a documented community interest in being involved in parks, recreation, and community facilities decisions, including volunteering, forming an advisory subcommittee, or initiating a "Keep Mesilla Beautiful" program. Volunteers, engaged residents, or community partners could provide additional events and program capacity.

#### **Desire for more outdoor recreation amenities**

Residents express that there is a need for more outdoor recreation amenities in Mesilla. One idea is for improved trails to connect residents, both in town and

along the Rio Grande. While the Town is already making important investments in existing park facilities, more recreational amenities are desired, such as pickleball courts and splashpads. Finally, residents expressed interest in exploring the possibility of creating a park and gathering space near the La Llorona Trailhead along the Rio Grande. This could be a larger gathering space for families and events.

## Existing Conditions

### Community Facilities

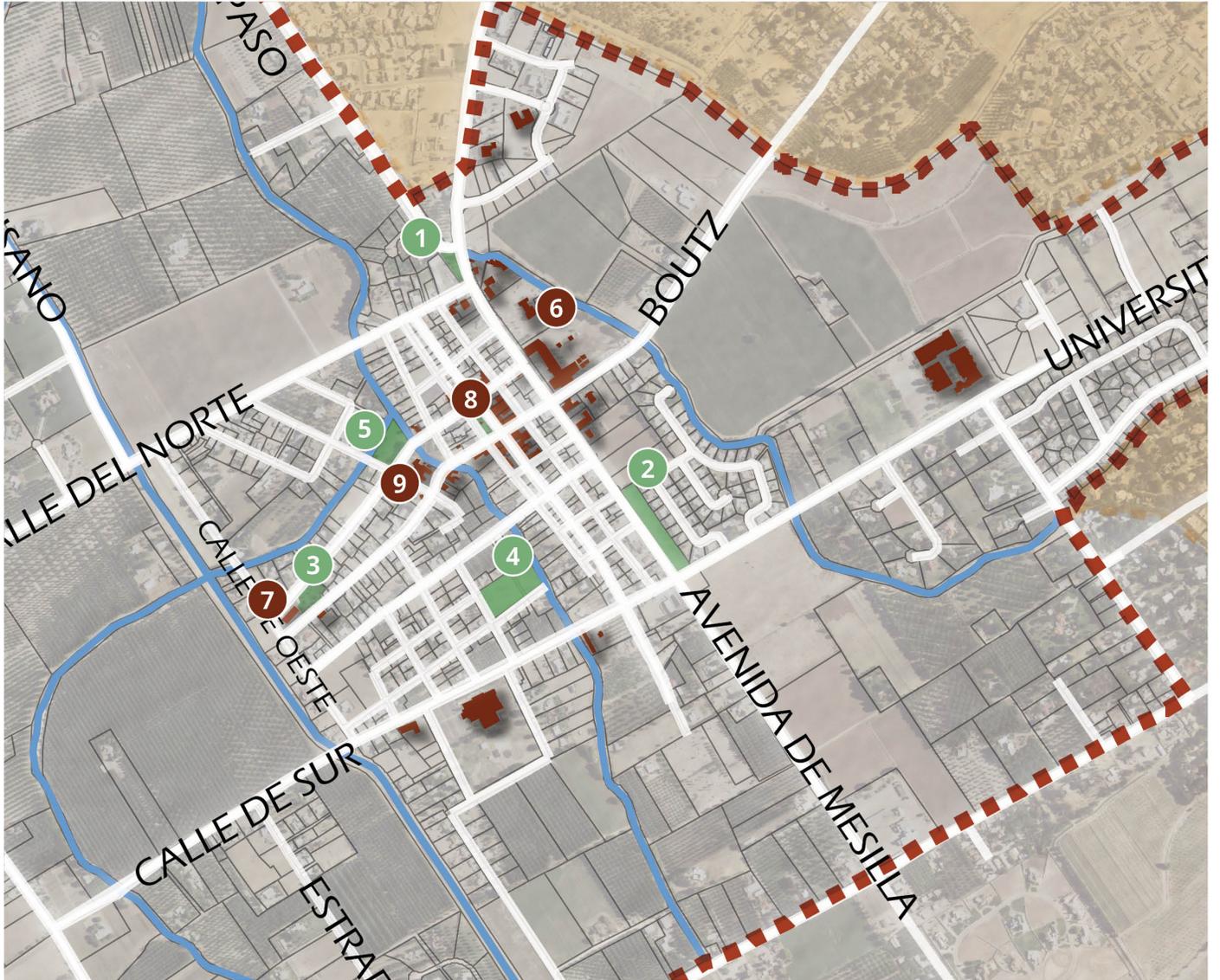
The Town of Mesilla owns and manages several different properties that provide space for various community services, all of which are available for rental by community members.

#### Mesilla Town Hall

The Town Hall is home to Town departments, administrative offices, and the Municipal Court, as well as the Mesilla Visitor Center. The space is newer and there is room for expansion on this property if the Town needs it in the future. The location is on Avenida de Mesilla, a main thoroughfare in town. While this provides convenience, it can be a little challenging for pedestrians to reach. The Town has recently improved a pedestrian crossing close by to help remedy this situation and connect visitors and residents to the historic core.



Figure 33. Mesilla Town Hall



## COMMUNITY FACILITIES

- |                      |                          |
|----------------------|--------------------------|
| 1 Veterans Park      | 6 Mesilla Town Hall      |
| 2 Commemorative Park | 7 Public Safety Building |
| 3 Town Hall Park     | 8 Mesilla Plaza          |
| 4 Leones Park        | 9 Community Center       |
| 5 Parque de Cura     |                          |

## Public Safety Building

The recently renovated Public Safety Building houses the Marshal's and Fire Departments. The building contains emergency vehicle bays, dorms for volunteers, bathrooms, and administrative offices, functioning as a work and emergency response space. Town Hall Park is located adjacent to the Public Safety Building. Investments have been made here recently, as well, including a small dog park.

## Plaza

Mesilla's iconic plaza is owned by the Town and maintained by the Public Works Department. The Community and Economic Development Department and Community Programs work together to host public events here. As with the other community facilities, the plaza is available for rental for events or filming.

## Community Center

This Community Center is an important gathering space for residents of Mesilla. It was once an elementary school, and older residents have fond memories of the building's former life. Today, the Town rents out several of the old classroom spaces to nonprofits and other organizations. The central meeting space is used frequently for gatherings. Though beloved, residents expressed that this space could



**Figure 34. Mesilla Community Center**

be more fully utilized and programmed. Suggestions include adding a community gym and a small library. Nearby Parque de Cura is across the street and provides a lovely overflow green space from the Center. The Town is already renovating the park and parking around the Center and has plans to improve and add a community garden nearby.

## Parks

The Public Works Department manages five public parks for the Town of Mesilla, including Veterans Park, Commemorative Park, Leones Park, Town Hall Park, and Parque de Cura Ramon Ortiz. Each of these parks offers gathering space and

respite within town, but all need small improvements to make them fully utilized by residents. The Town is in the process of updating amenities at several locations, including improved signage, shade structures, trash cans, and picnic areas.



**Figure 35. Commemorative Park (left) & Parque de Los Leones (right)**

## Community Services

### Parks, Recreation, and Open Space

In addition to the five Town-owned parks, Mesilla is also home to the Mesilla Valley Bosque State Park and La Llorona trail system, a designated segment of the Rio Grande Trail. The proximity to the City of Las Cruces' parks and trail systems further adds to the parks, recreation, and open space amenities that are accessible to Mesilla residents. To learn more about Mesilla's outdoor recreation and resources, please refer to the economic development chapter.

### Community and Economic Development

The Town of Mesilla has established an Economic and Community Development Department to manage future development. There is currently a department director, an events coordinator, and a historic preservation specialist on staff.

The department works closely with the Mayor and other departments to coordinate projects, manage community facilities and services, and support businesses and economic development. Their website contains consolidated information related to development, business relocation, ordinances, and permitting. They also manage community facility rentals for the Plaza, parks, and community center.

## Public Events

The Town of Mesilla is known for hosting fun public events throughout the year. Notorious events like Cinco de Mayo Fiesta and the Farmers and Craft Market at the Plaza draw residents from Mesilla and surrounding communities, as well as visitors and tourists. The role of public events in Mesilla's local economic development is described further in the Economic Development chapter of the plan.

Other popular events celebrate Valentine's Day, Mexican Independence Day, Veterans Day, and Christmas. Raft the Rio River Race and Festival, car shows, and the Mesilla Jazz festival are other examples of community-wide events and use of public facilities.



**Figure 36. Raft the Rio River Race, Source: Las Cruces Sun**

The dedicated events coordinator helps manage the Town's public events and plaza rentals.

## Public Safety

The Fire and Marshal's Departments manage fire and law enforcement services in Mesilla. Both departments are housed in the Public Safety Building and coordinate internally to provide public safety services.

The Volunteer Fire Department currently employs a Fire Chief and Fire Captain, in addition to a volunteer Fire Marshal. They currently operate two fire engines and two brush trucks to manage residential and environmental fires. The Fire Department coordinates with the Mesilla Valley Bosque State Park staff to manage brush fire risks.

The Marshal's Department currently employs a marshal, a lieutenant, a sergeant, four deputies, a codes officer, and an investigator.

For emergency services, the Departments can provide life support for medical calls. Other staff include EMTs and paramedics. The Town of Mesilla coordinates with Dona Ana County for additional and regional public safety, emergency operations, and hazard mitigation.

### **Education, Healthcare, and other Resources**

There are currently four schools in Mesilla, including three public schools —Mesilla Elementary, Zia Middle School, and Rio Grande Preparatory Institute —and one private school, Las Cruces Academy.

There are several specialized healthcare providers in Mesilla, but no general clinics or hospitals. However, there are several healthcare facilities in Las Cruces, including four major hospitals. St. Luke's Health Care Clinic and MountainView Urgent Care are within 15 minutes of Mesilla.

Many community organizations provide vital resources, information, and services to residents. The Town's main website contains a portal with resources and information related to food services, community support, transportation access, veteran support, housing needs, and child/youth services.

## Strategies (Goals, Policies, Actions)

### Goal 1. Continue to support full-life community events and programming.

#### Policy 1.1.

Continue to support community events that celebrate the heart and history of Mesilla.

- Action 1.1.A. Continue to invest in large-scale community events that draw in visitors and support economic development.
- Action 1.1.B. Create opportunities for residents to gather and celebrate their stories and shared history.
- Action 1.1.C. Create inclusive partnerships with local schools, seniors, and Taylor Mesilla National Monument to determine future programming for families.

### Goal 2. Provide unique and comfortable public spaces that allow for recreation, convening, and learning.

#### Policy 2.1.

Explore potential new parks and outdoor recreation facilities for Mesilla.

- Action 2.1.A. Add recreational facilities (including athletic courts and splashpads) to appropriate parks in town.
- Action 2.1.B. Explore feasibility of working with International Boundary & Water Commission (IBWC) to add recreational amenities at the La Llorona Trailhead.
- Action 2.1.C. Work with Elephant Butte Irrigation District and adjacent property owners to explore the development of a natural surface trail along the Mesilla Lateral, as a key north-south pedestrian connection in town.
- Action 2.1.D. Promote Mesilla Valley Bosque State Park as an outdoor destination.
- Action 2.1.E. Enhance biking and walking trails for connectivity, expand multi-use trails. Connect trail gaps between Mesilla and Las Cruces.

## **Policy 2.2.**

**Continue to make improvements to Mesilla’s existing public spaces, parks, and outdoor recreation facilities.**

- **Action 2.2.A.** Complete improvements at Parque de Cura to fully realize the potential of the public space surrounding the Community Center.
- **Action 2.2.B.** Seek resources to create a Parks, Recreation and Cultural Amenities Master Plan in order to make strategic investments for the future.
- **Action 2.2.C.** Continue to make improvements to signage throughout Mesilla’s public spaces, including: gateway signage, interpretive signage, and wayfinding.
- **Action 2.2.D.** Seek funding to support the creation of cultural storytelling installations and murals in public spaces.

## **Policy 2.3.**

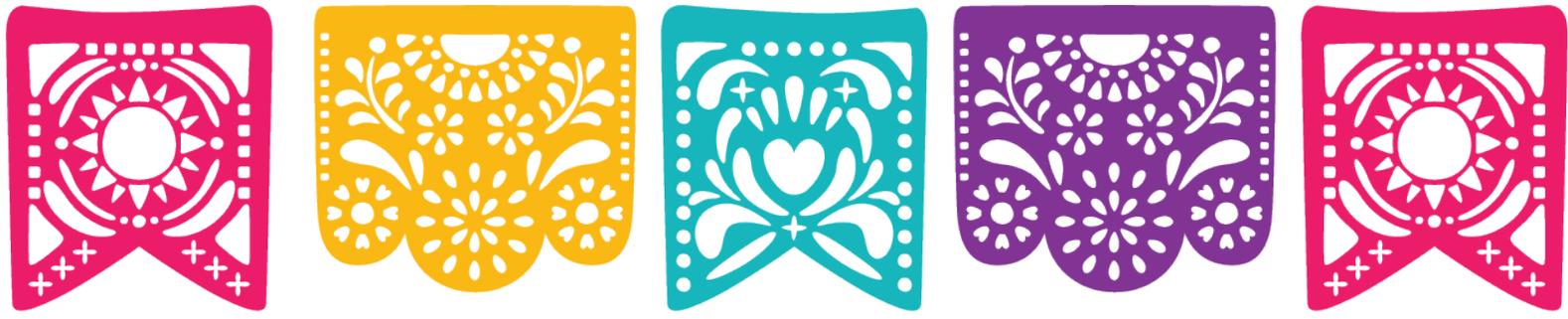
**Invest in sustainability measures for Mesilla’s public facilities.**

- **Action 2.3.A.** Seek funding to add renewable energy systems to Town-owned facilities
- **Action 2.3.B.** Add EV charging stations at key Town destinations, with consideration to fire risk and proximity to historic buildings.
- **Action 2.3.C.** Employ green stormwater infrastructure practices when making improvements to the landscaping around public facilities and roadways.

**Goal 3. Maintain Community Safety by continuing to invest in police, fire, and emergency services in Mesilla.**

## **Policy 3.1.**

**Seek resources to fully staff and equip fire, police and emergency services in Mesilla.**



# Transportation

*The purpose of this Transportation Element is to assess how the transportation network is functioning, address where development might occur that impacts the transportation system, and determine the improvements are needed. This system includes thoroughfares for motorized vehicles, bicycles, and pedestrian systems allowing commercial, public, and personal travel within and through Mesilla.*

*An assessment of Mesilla's transportation system and patterns is an important part of developing a Comprehensive Plan that is effective, sustainable, and compatible with adjacent land use. The Transportation Element provides a review of existing conditions and identifies transportation-specific goals and action items.*

Draft Plan

## Community Priorities

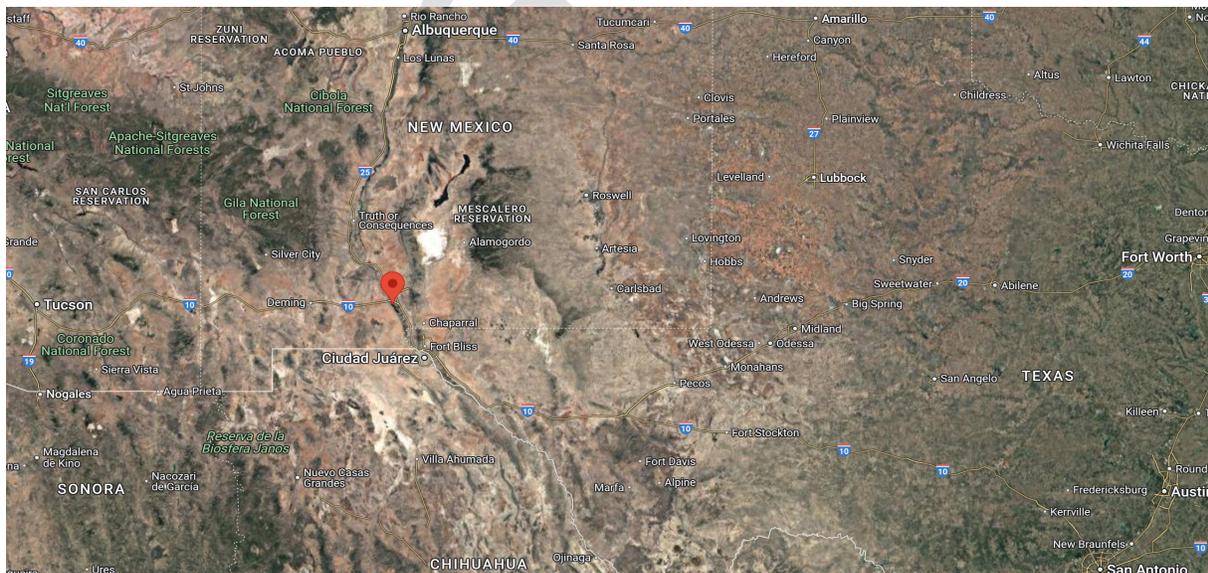
- Residents attending public meetings noted they would like to have heavy truck traffic routed away from low traffic areas.
- Residents also expressed a desire for traffic calming in residential or high traffic areas.
- Residents noted the need to improve the quality of roadways through town.
- Residents also desired walking path additions, including Safe Routes to School for families.

## Existing Conditions

### REGIONAL CONTEXT

#### Major Roadway Connections

Transportation routes are vitally important to the economic health of the Mesilla community. Mesilla is located in south-central New Mexico, adjacent to US Interstate 10 and immediately south of Las Cruces. I-10 is the main east-west highway that connects Los Angeles, Phoenix, and Tucson to El Paso and the Dallas/Fort Worth Metroplex. This is also the location where U.S. Interstate 25 begins and heads north to Albuquerque, Santa Fe, and Denver.



**Figure 37. New Mexico and West Texas Regional Highway Map**

Via I-10, El Paso is 46 miles south of Mesilla, and Deming is 60 miles west of Mesilla. Via I-25, Albuquerque is 232 miles north of Mesilla. Alamogordo is 77 miles northeast of Mesilla via US Highway 54. Mesilla connects with Las Cruces via State Road 28, which runs under I-10.

Mesilla is located on one of the primary interstate highways through the southern United States and has excellent roadway transportation connections to major cities in all directions. Although Mesilla does not have direct interstate highway access within the community, several interstate interchanges are located less than one mile from the town limits.

The adjacent interstate highway interchanges and the connection with Las Cruces via Avenida de Mesilla (SR 28), provide excellent access to high volumes of tourist traffic that is desired to benefit the community businesses.

Good transportation connections are also important since a number of employed Mesilla residents travel long distances for work.

Figure 38 shows that while 77.8% of Mesilla residents work at home or travel less than 10 miles to work, over 10% of Mesilla residents travel at least 50 miles to access jobs.

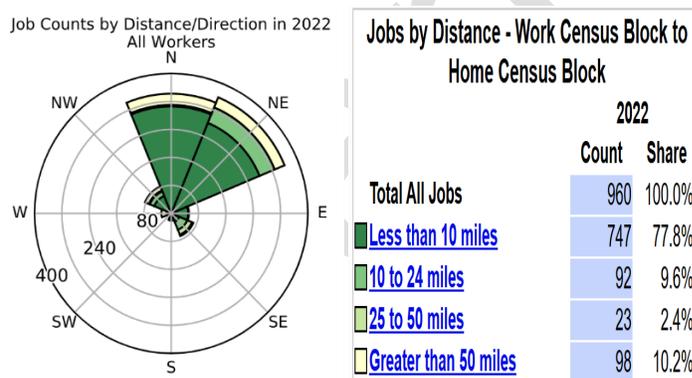


Figure 38. Mesilla Distance/Direction

## Demographics and Commuting Patterns

According to data from the 2023 American Community Survey, 66.7 percent of Mesilla residents drive alone to work, while only 3.9 percent carpool, indicating a dependence on driving alone as a main mode of transportation (as shown in Table 4). It is interesting that the number of residents who work at home in Mesilla is over double the rate in Dona Ana County and New Mexico.

Table 4. Means of Transportation to Work

Means of Transportation to work for workers 16 years and over	New Mexico	Dona Ana County	Mesilla
Drove Alone	75.5%	76.1%	66.7%
Carpooled	9.5%	11.0%	3.9%
Public Transportation	0.7%	0.3%	2.7%
Walked	1.6%	1.0%	0.8%
Other Means (includes motorcycles)	1.7%	2.5%	3.8%
Worked at Home	11.0%	9.1%	22.1%

Source: ACS 2025 5-Year Estimates

While an average of 10% less Mesilla residents of working age drove alone to work compared to Dona Ana County and New Mexico residents, this number is offset

by the fact that over 11% more Mesilla residents worked at home compared to Dona Ana County and New Mexico residents

A unique statistic for Mesilla residents is that 100% own at least one vehicle as shown below in Table 5. This is a reflection of the higher economic level for Mesilla residents as compared to Dona Ana County and New Mexico residents where 1 out of every 40 residents do not own a vehicle. This higher economic level is confirmed by viewing the Median Household income for each area.

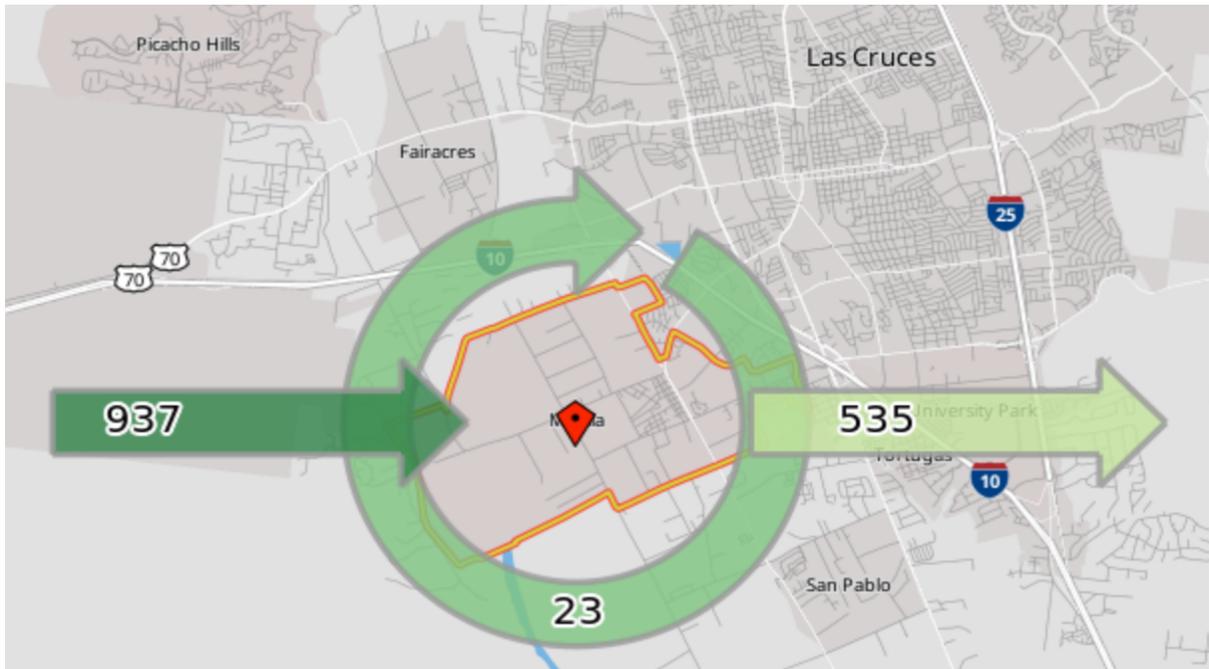
Although all Mesilla households have at least one vehicle available, the rate of public transportation use by Mesilla residents is nine times the rate of public transportation use by Dona Ana County residents. This may be attributed to the free bus routes that connect Mesilla to many locations in Las Cruces.

**Table 5. Housing Units by Vehicles Available**

<b>Housing Units by Vehicles Available</b>	<b>New Mexico</b>	<b>Dona Ana County</b>	<b>Mesilla</b>
No Vehicle Available	2.4%	2.6%	0%
1 Vehicle Available	20.0%	19.6%	31.5%
2 Vehicles Available	38.0%	36.5%	36.9%
3 or more Vehicles Available	39.6%	41.6%	31.5%

Source: ACS 2023 5-Year Estimates

As noted earlier, over 22% of Mesilla residents work at home. But it is interesting that while 95.9% of Mesilla residents who travel to work (535) commute to work out of Town, 97.6% of the (out of home) Mesilla workforce (937) is supplied by employees who live outside of Town and commute to work in Mesilla. It was noted during the community meetings that there is a lack of sufficient housing in Mesilla for potential residents. Mesilla residents who live and work within the Town make up only 4.1% of the workforce (23). This workforce commuting situation is illustrated in 2022 data from the Census Bureau’s “OnTheMap” tool, shown below in Figure 39.



**Figure 39. Mesilla Worker Inflow and Outflow**

The data indicates that workers from the surrounding area, who may not reside in Mesilla, are available due to potential differences in housing availability and cost. The high percentage of Mesilla residents who work outside the community may reflect the draw of higher wage employment in Las Cruces and the surrounding area. As previously shown in Figure 39, almost 80% of the working Mesilla residents employed outside Mesilla drive less than 10 miles to work.

High-quality transportation linkages are critical to allow this inbound and outbound commuting to continue. Major roadways between Mesilla and other communities are owned and maintained by NMDOT and are therefore outside of the direct influence of the Town of Mesilla. These commuting patterns, especially for teachers and higher education purposes, also present an opportunity to increase carpooling programs to reduce emissions and costs for commuters.

## TRANSPORTATION SYSTEM

### Street Network and Functional Classification

Roadways in New Mexico are organized by the New Mexico Department of Transportation (NMDOT) into seven different functional classifications that correspond to roadway characteristics, including street width, posted speed limit, traffic volumes, and access management policies.

The following sections discuss the major roadways in and near Mesilla by Functional Classification, as identified on the NMDOT Roadway Functional Classification map shown below.

The Town of Mesilla is adjacent to an interstate highway and is served by one principal arterial.

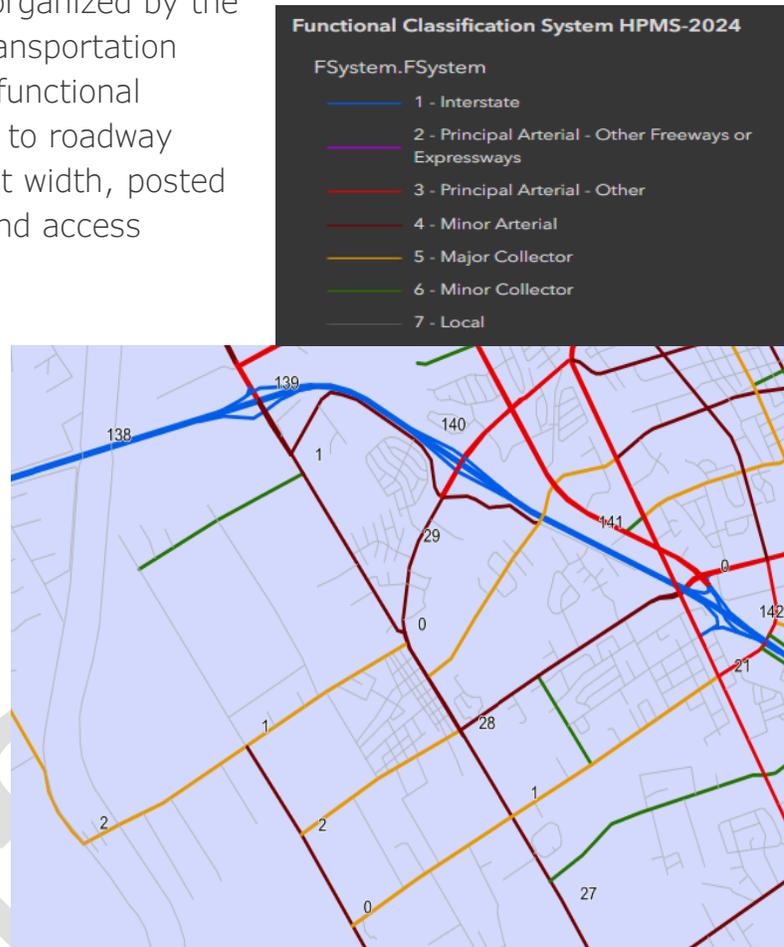
The Mesilla Roadway System includes four minor arterials, four major collectors, and two minor collectors in and around the community. The remainder of the streets in the community are classified as local.

### INTERSTATE HIGHWAYS

An Interstate Highway is a controlled access federal highway that is primarily designated for the through transport of vehicles and goods across state lines connecting major cities in the United States. Mesilla is adjacent to Interstate 10 which has a 2023 two-way traffic count of 29,541 just south of Avenida de Mesilla.

### PRINCIPAL ARTERIALS

Principal Arterials are highways that carry larger volumes of traffic for longer distances, while also serving intra-urban traffic as well as through traffic. They do



**Figure 40. Town of Mesilla Functional Classification Map**

not have the severe controlled access restrictions as are required on interstate highways. State Highway 28 (Avenida de Mesilla) is designated as a Principal Arterial that provides main access to the Town. The highest 2023 two-way AADT traffic count for this section of Avenida de Mesilla is 9,188. The Principal Arterial designation changes to a Minor Arterial designation as the roadway enters the Town.

### **MINOR ARTERIALS**

A minor arterial serves mostly intra-urban traffic with higher traffic volumes than are carried on collector roadways. There are four NMDOT designated Minor Arterials within the Town Limits.

- State Highway 28 through town (Avenida de Mesilla) is a minor arterial that has the highest 2023 two-way AADT traffic count of 7,524 between Calle de Sur and Union.
- Calle de El Paso (3,849) runs north from the Avenida de Mesilla intersection to the north Town limits. The highest two-way 2023 AADT Traffic Count for this roadway was 3,849.
- NM 101 runs from Avenida de Mesilla east to the Town limits. The highest two-way 2023 AADT Traffic Count for this roadway was 4,500 at the Town limits.
- Snow Road runs from Union north to Calle del Norte. The highest two-way 2023 AADT Traffic Count for this roadway was 966 just south of Calle del Norte.

### **MAJOR COLLECTORS**

Major Collectors serve to gather and direct traffic from local roads to arterial roadways. The differences between Major and Minor Collectors are sometimes small. Generally, Major Collectors routes are longer, have higher speed limits, are spaced at greater intervals, and have higher traffic volumes than Minor Collectors. There are five NMDOT designated Major Collectors within the Town Limits.

- Boutz Road runs from Avenida de Mesilla easterly to the edge of the Town limits. The highest two-way 2023 AADT Traffic Count for this roadway was 2,027.
- Union Avenue runs from Snow Road to the east Town limits. The highest two-way 2023 AADT Traffic Count for this roadway was 2,568.

- Calle de Sur runs from Avenida de Mesilla westerly to Snow Road. The highest two-way 2023 AADT Traffic Count for this roadway was 1,473.
- Calle del Norte runs from Avenida de Mesilla westerly to State Road 359 (Fair Acres Road). The highest two-way 2023 AADT Traffic Count for this roadway was 3,407.
- State Road 359 (Fair Acres Road) runs from Calle del Norte northerly to the north Town limits. There is no listed two-way 2023 AADT Traffic Count for this roadway but since it is the only paved extension of Calle del Norte, it should also be approximately 3,400.

### **MINOR COLLECTORS**

Minor Collectors also serve to gather and direct traffic from local roads to arterial roadways. Generally, Minor Collectors routes are shorter, have lower speed limits, and have lower traffic volumes than Major Collectors. There are also presently two NMDOT designated Minor Collectors that run along the Town Limit lines.

- Glass Road from Calle de El Paso which runs along the north city limits of town. The highest two-way 2023 AADT Traffic Count for this roadway was 987.
- McDowell Place runs from Union Avenue (SR 373) to NM 101. The highest 2023 AADT Traffic Count for this roadway was 770 just south of Nm 101.

### **LOCAL ROADS**

The remainder of the roads in Mesilla are designated as Local Roads and account for most of the roadway miles in the Town. Local roads provide direct access to residences and are designed to discourage through traffic, have lower speed limits, and support a lower level of traffic volume.

### **Roadways**

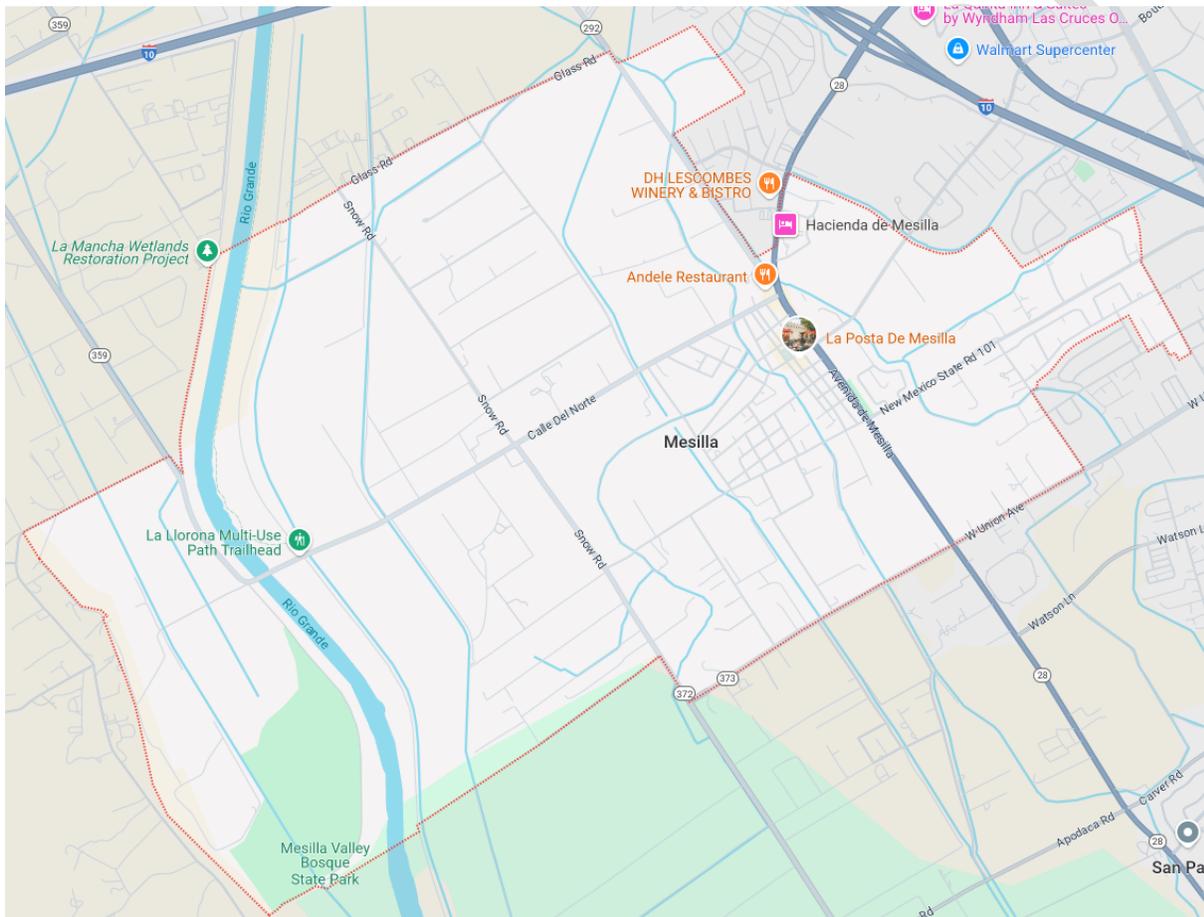
The transportation system in Mesilla consists of 16.88 miles of paved road. Of this total, there are 4.45 miles of minor arterials, 7.65 miles of major collectors, 1.53 miles of minor collectors, and approximately 3.25 miles of paved local streets within the Town of Mesilla. There are an additional 0.34 miles of unpaved local roads in the Town of Mesilla.

Portions of State Roads 28, 101, 292, 359, 372, and 373 are within the Town limits. These state roads are maintained by the State of New Mexico and make up approximately 54% (9.07 miles) of the paved roads in Town. Glass Road and

McDowell Place are county roads that are maintained by the county and make up approximately 9% (1.53 miles) of the paved roads in Town.

Following is a listing of the State Maintained Roads within the Town Limits – SR 28 – Avenida de Mesilla, SR 101 – University, SR 292 – Calle de El Paso, SR 359 – Calle del Norte/N. Fair Acres Rd., SR 372 – Snow Road, and SR 373 – Union Avenue.

There are two paved roads where the Town limits coincide with the roadway: Glass Road and McDowell Place. These roads are maintained by the County. South Fair Acres Road is also in the Town Limits but is maintained by the County.



**Figure 41. Town of Mesilla Roadway Map**

## Issues and Desired Improvements

It appears that the majority of the local residential and collector roadways are comprised of an approximately 3" thick hot mix asphalt pavement with 4" to 6" base course thickness. It was noted that the roadways are generally in good

condition, since it appears the roadways have been routinely sealed to preserve the pavement surface.

However, some areas are in poor condition with alligator cracking representing subgrade failure. When there is poor drainage and water stands in and on the edges of the cracked roadway, the standing water eventually seeps in and weakens the subgrade strength which causes “alligator cracking” which later results in potholes.

Question 17 on the community preference survey noted that drainage was a concern within the community. Drainage (3.74 weighted average) was listed as the third priority for needed improvements after the Water (3.97 weighted average) and Sewer (3.83 weighted average) Systems.

With minimal street curbs or below ground storm sewer infrastructure, the storm drainage flows generally follow the existing ground surface elevations which gradually flow from the west side of the city center toward the river and from the eastern portion of the community from north to southeast.

There are numerous road improvement projects in the 2026-2030 ICIP. With the complex drainage patterns impacted by roadways, irrigation laterals and stormwater drains, it would be beneficial to have a storm drainage master plan performed for the entire community. If the drainage master plan were performed first, the subsequent roadway and drainage improvements could cohesively follow the recommendations of the drainage master plan.

The staff noted that pothole patching and most roadway improvement work is performed by private contractors. The road department does not have any heavy equipment, but would like to acquire a backhoe, loader, dump truck, and roller to do miscellaneous repair and improvements on unpaved areas. Road department equipment is presently not included in the ICIP.

The improvement of traffic signs and street name signs for \$120,000 in 2026 is listed as the number one priority in the ICIP. Another project for Main Road Signage for \$150,000 for safety and ADA Compliance is listed as the number nine priority in 2027.

Many small communities receive \$50,000 to \$100,000 from the NMDOT Local Government Road Fund periodically for equipment, materials, or contract work to maintain or improve roadways under the state purchasing contract. It is recommended that the Mesilla staff continue to pursue this funding through the

NMDOT to acquire additional equipment, streets signs, materials or roadway improvements needed to maintain and improve its transportation facilities.

Considering the minimal roadway funding and equipment available, the street department is doing a good job of maintaining the roadways. However, the paved roadway network needs some pavement reconstruction in severely damaged areas, along with additional pavement, sidewalk, drainage, curb and gutter, and ADA accessibility improvements in some areas. Continued scheduling of “surface sealing” maintenance on the paved roads would move the roadway network into an overall “good” condition.

It is common for communities try to address their “worst” roadways first with their available construction funds. An exclusive “Worst First” strategy is not a practical method to manage a roadway network. If an agency spends a significant amount of funds to reconstruct one failed roadway, they are letting other good condition roads deteriorate with no surface sealing or rehabilitation. With this strategy, the good roads continue to get worse until they also experience subgrade failure and must be reconstructed.

It should not be construed that Mesilla should stop the roadway rehabilitation or reconstruction work that is being planned for coming years using available funding. The point to be made is that roadways in good condition also need to be sealed on a 5–7-year interval to keep those roadways in good condition and prevent them from needing major rehabilitation or reconstruction.

For Mesilla, in addition to the planned roadway reconstruction projects, a program for sealing of the roadways should be scheduled on a staggered basis to keep them in good condition. Proper pavement management techniques can be implemented to seal the roadway cracks and prevent water from reaching the base and subgrade. Roadway cracks can be sealed individually, or a seal can be placed over the entire pavement surface. Individual crack sealing is labor intensive and expensive. For narrow roads and residential roadways, sealing the entire pavement surface can be done quickly and cost effectively with sealing equipment.

There are two primary types of sealing processes that could be used to seal the roadways. Both are on the NM State Purchasing agreement and both can be obtained relatively cost effectively. Microsurfacing looks better and is a better process for use on Town streets that have curb and gutter, while chip sealing is a longer lasting process for sealing roadways that do not have curb and gutter.

The NMDOT's Local Government Road Fund (LGRF) can be used for funding both microsurfacing and chip sealing under the State Purchasing agreement. However, it should be noted for concrete pavement or high traffic highways, crack sealing is sometimes a good option that is also available in the State Purchasing Agreement.

For long term pavement management planning, there is an alternative to the exclusive "Worst First" pavement replacement strategy. Implementation of a pavement management system would be desirable to allow the evaluation of the condition, age, and deterioration rate of each roadway. Pavement Management software can be used to assist communities to enhance the use of available funds through an optimal plan of surface sealing, rehabilitation and reconstruction as needed.

There are a few types of relatively inexpensive software that include pavement management along with a field maintenance and repair work order module. The maintenance and repair work order module allows asset maintenance to be scheduled and tracked in addition to tracking updated asset condition and annual Operation, Maintenance, and Repair (OM&R) costs that are very beneficial to allow prediction of premature asset failure using asset management tools.

SMA offers an asset management Capital Improvement Planning Tool (CIPT) that uses updated asset age and condition to provide an annual updated 20-year asset renewal cost projection and includes the premature asset failure prediction tool noted. Several NM entities have purchased work order software with pavement management capability. These communities are also using the SMA CIPT that allows the described asset management features.

Pavement Management is a process where after the roadway conditions are determined (now available cost effectively by vehicle survey using an iPhone), the minimum desired condition and the future roadway network average condition goals are determined that correspond to the desired quality level for the roadway conditions. The roadways are ranked in priority by Commercial roads, Industrial roads, and Residential roads so the most critical assets are identified and given additional emphasis for improvements. An extra free feature of the iPhone pavement rating process is it also provides a street sign inventory and condition assessment. This was noted as needed locally.

It is recommended that the community eventually include roadways in their Asset Management process since they are usually one of the highest value asset networks in a community. The pavement management process (and sign management) can be performed as part of the Asset Management process for roadways along with the AM process for water and sewer assets. More information on Pavement Management is listed in Appendix A.

Until such a time as an Asset Management process (with pavement and sign management) can be implemented in the community, it is recommended that CDBG Funding continue to be pursued and used for combined roadway and utility system improvements. It is also recommended that the NMDOT LGRF funding continue to be pursued for sealing work, street sign replacement, maintenance equipment purchase, or repair material acquisition, as needed.

It was also reported the Mesilla officials have three members on the Mesilla Valley Metropolitan Planning Organization and are active in the organization. It is so valuable to have this strong representation in this organization. Being able to be an active part of the NMDOT Planning process and having the ability to directly advocate for improvements funding is so important.

### **Pedestrian Facilities**

Most residential streets within Mesilla do not have curb and gutter. Most walking is done on the edge of the paved road or adjacent shoulder. Avenida de Mesilla and several of the downtown areas around the Plaza have sidewalks that allow good pedestrian flow, but there are still several roadways that do not have sidewalk or ADA accessibility.

The lack of sufficient sidewalks in some other areas of the Town make it difficult to comply with the guidelines established by the Americans with Disabilities Act (ADA). The lack of sidewalks, ADA ramps, and other accessibility elements makes it difficult for people with mobility challenges to move around the community in those areas. Comments from the Community Survey indicated that walking and accessibility is a high priority for the community and continued improvement is needed in this area.

There were also some comments in the community survey about creating additional parking in the plaza vicinity, blocking off vehicles from the plaza, and turning the plaza into an exclusive walking and biking access area. This deserves some consideration, but it may not be a practical solution for the businesses in the area.

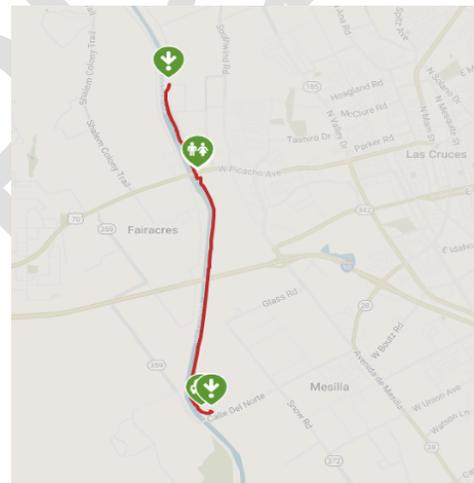
The Mesilla staff has been successful in pursuing CDBG grant funding in previous years. CDBG funding is ideal for utility, roadway, curb and gutter, drainage, sidewalk, and ADA accessibility improvements. This funding pursuit should be continued.

As Mesilla continues to pursue funding for roadway improvements, ADA improvements will be required for the majority of those roadways during construction. As roadways are identified for priority roadway funding, ADA and sidewalk improvements should continue to be strategically planned for key pedestrian areas. If desired, a community sidewalk survey could also be performed to establish sidewalk needs and priorities to improve pedestrian walkability in the community.

### Bikeways and Trails

During the community meetings, it was stated repeatedly that there is a strong community desire to improve and expand the walking trail system in the community. There were some recommendations to develop a walk/bike trail along the Mesilla Drain, provided that the trail was not created with hard surfacing.

Mesilla is fortunate to have the La Llorona bike trail located west of the community that follows the Rio Grande and runs nine miles out and back along the river, as shown to the right.



**Figure 42. La Llorona Trail**

Residents can access the trail from Calle Del Norte, which has a 1.65-mile paved walking and biking path that runs from the Mesilla Lateral by the community center to the La Llorona Trailhead. The La Llorona Trailhead is shown below.



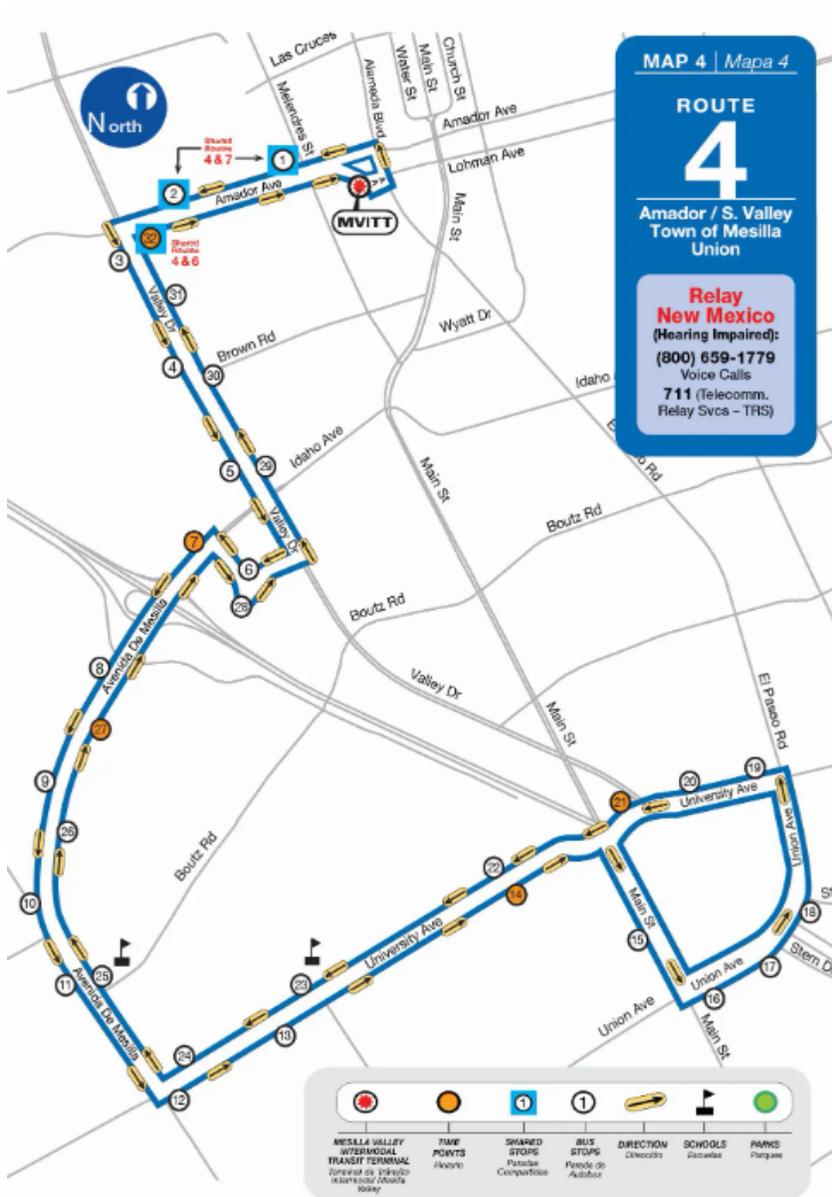
**Figure 43. La Llorona Trailhead**

As noted earlier, the community survey received some recommendations to develop a walk/bike trail along the Mesilla Drain, provided that the trail was not created with hard surfacing. Both the Mesilla Drain and the Mesilla Lateral intersect with the paved path on Calle Del Norte, and both may be developed with bike or walk paths that could connect to the city center. It is recommended that these potential projects be pursued with Recreational Grant Funds to increase the walking and bike trails in the community for recreation and community enjoyment.

Mesilla has many narrow streets, which could generally promote lower speeds and encourage walking and bike use. However, desirable walk and bike routes need to provide the user with a measure of comfort and safety that is ordinarily provided by some barrier or protection, like a curb, parking, trees, or distance separation.

With narrow streets, there is sometimes room on the right-of-way for off-pavement improvements to promote walking and bike use. Although not appropriate for walking lanes, some communities are painting a three- or four-foot-wide solid green bike lane with bike markings on the edge of some paved streets to make the bike lane apparent for both the driving and biking public. This would only be appropriate where the roadway is of sufficient width to accommodate the 12-foot lane width needed for each vehicle lane plus the required 3 or 4 feet needed for the bike lane width.





**Figure 45. Route 4 service path**

people unable to independently use the fixed route bus service throughout the Roadrunner Transit Fixed Route System.

Roadrunner vehicles are wheelchair accessible and are operated by specially trained drivers. To use Roadrunner service, riders must be certified as ADA eligible or be a Senior over 60 years of age.

The mode of Roadrunner Vamonos Service is curb-to-curb; however, passengers requiring a higher level of assistance from their origin to their destination, due to an impairment-related condition, will need to contact Roadrunner Vamonos to

Roadrunner Transit operates Monday through Friday, 6:30 am to 10:30 pm, and Saturday, 8:30 am to 4:30 pm.

Roadrunner Transit is only non-operational on six major holidays and uses Saturday service hours on two other major holidays.

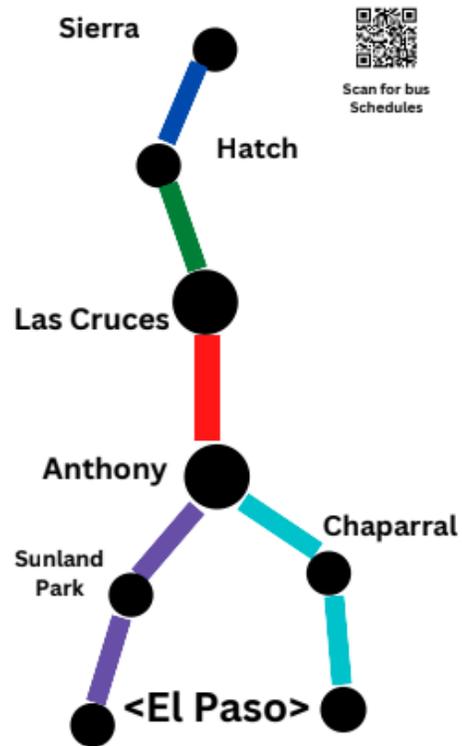
An additional benefit is that riders can track the location of upcoming buses using the Passiogo app.

Roadrunner Transit also offers the extremely valuable Roadrunner Vamonos Service for Seniors and Persons with Disabilities. Roadrunner Vamonos is an Americans with Disabilities Act (ADA) mandated demand response public transportation service for

identify reasonable accommodation that can be provided to assist their transportation. Roadrunner Vamonos can refuse service to a specific location that cannot safely accommodate their vehicle movements.

All Roadrunner Vamonos trips are scheduled with a 30-minute pick-up window. That means a vehicle is considered “on-time” if it arrives at the pick-up location up to 15 minutes before or 15 minutes after the scheduled time. A key feature of this program is that it is shared-ride public transportation. There may be other passenger pick-ups and drop-offs along the way.

By using the Roadrunner Transit service blue line to the Mesilla Valley Transit terminal (MVITT), riders can also access the South Central Regional Transit Bus Routes that provide service south to El Paso and north to Sierra using transfers to access Hatch, Anthony, Sunland Park, and Chaparral, as shown to the right.



**Figure 46. South Central Regional Transit Bus Routes**

### **Airport – El Paso International Airport**

The closest major airport is the El Paso International Airport, 51 miles southeast of Mesilla. There is no direct bus service from Mesilla to the Airport.

There is a bus that runs four times per day from MVITT to El Paso at an inexpensive cost, but from downtown El Paso, the rider must walk approximately 0.6 miles to another bus stop to catch the bus to the Airport. The bus runs hourly but is significantly more expensive.

### **CAPITAL IMPROVEMENTS**

Table 6 contains transportation projects identified in the Fiscal Year 2026-30 Infrastructure Capital Improvement Program (ICIP) by the Town of Mesilla. The projects listed below for potential State and Federal Loan and Grant Funding include many roadway, parking lot, signage, and drainage work, along with EV Charging Equipment acquisition.

**Table 6. Transportation Related Projects Identified in Fiscal Year 2025-2029 ICIP**

<b>ID #</b>	<b>Project Title</b>	<b>Rank</b>	<b>Funded to Date</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Total Project Cost</b>	<b>Amount not yet funded</b>
<b>41527</b>	MESILLA SIGNAGE REPL	26-1	\$95,000	\$25,000		\$0	\$0	\$0	\$120,000	\$25,000
<b>14186</b>	ROAD IMPS. PH 1-3	26-3	\$190,000	\$200,000	\$200,000	\$0	\$0	\$0	\$590,000	\$400,000
<b>42986</b>	PAISANO RD RECONST	26-10	\$0	\$750,000		\$0	\$0	\$0	\$750,000	\$750,000
<b>41529</b>	EV CHARGING EQPMT	27-4	\$0	\$0	\$300,000	\$0	\$0	\$0	\$300,000	\$300,000
<b>42992</b>	MAIN ROAD SIGNAGE	27-9	\$0	\$0	\$150,000	\$0	\$0	\$0	\$150,000	\$150,000
<b>42993</b>	CALLE CUERTA IMPS	27-10	\$0	\$0	\$90,000	\$0	\$0	\$0	\$90,000	\$90,000
<b>39048</b>	SIDWALK IMPS & ADA	28-3	\$0	\$0	\$0	\$25,000	\$150,000	\$0	\$175,000	\$175,000
<b>42994</b>	MCDOWELL RD RESURF	28-5	\$0	\$0	\$0	\$250,000		\$0	\$250,000	\$250,000
<b>14213</b>	CALLE DEL SUR WIDEN AND DRAIN IMPS	29-2	\$0	\$0	\$0	\$0	\$215,000	\$1,500,000	\$1,715,000	\$1,715,000
<b>30312</b>	PARQUE DE LOS LEONES PKG LOOP IMPS	29-3	\$0	\$0	\$0	\$0	\$450,000	\$0	\$450,000	\$450,000
<b>42996</b>	CALLE SAN ALBINO RECONST.	29-5	\$0	\$0	\$0	\$0	\$500,000	\$0	\$500,000	\$500,000
<b>42999</b>	GLASS RD RESURFACE	20-1	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000	\$500,000
<b>43000</b>	ESTRADA RD REHAB.	30-2	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000	\$600,000

## Strategies (Goals, Policies, Actions)

### Goal 1. Mesilla has multiple transportation options.

#### Policy 1.1

Provide a variety of transportation options for residents.

- **Action 1.1 A.** Incorporate ADA improvements for pedestrians into new roadway construction projects, including completion of sidewalk segments where gaps exist.
- **Action 1.1.B.** Review the inventory of ADA and sidewalk needs in the community and implement a phased plan to eliminate ADA non-compliance and damages to sidewalk.
- **Action 1.1.C.** Work with NMDOT to consider implementation of sidewalks, and potentially bikeways, along highways and State Roads through the Town.
- **Action 1.1.D.** Support funding applications through MSMPO and NMDOT for the Roadrunner Transit Service to Mesilla and a potential Mesilla Senior Citizen Transportation program.
- **Action 1.1.E.** Encourage additional transit service to Mesilla by working with area transit providers, coordinating with Dona Ana County regarding funding, and refining additional transit service ideas for Mesilla.

### Goal 2. Mesilla's transportation system is in good condition and is well-maintained.

#### Policy 2.1

Continue to follow the pavement improvement plan as listed in the ICIP to maintain existing roads in good condition.

- **Action 2.1.A.** Continue to pursue grant funding to improve and maintain Mesilla roadways.
- **Action 2.1.B.** Pursue the acquisition of street department equipment with funds listed in the ICIP to place, grade, and compact road and alley material including a water truck, blade and roller.
- **Action 2.1.C.** Pursue NMDOT Local Government Road Funds and State Purchasing agreements to access slurry sealing, chip sealing contracts, or sign contracts, as needed, to maintain good roadway surfaces and traffic control signage that meets regulations.

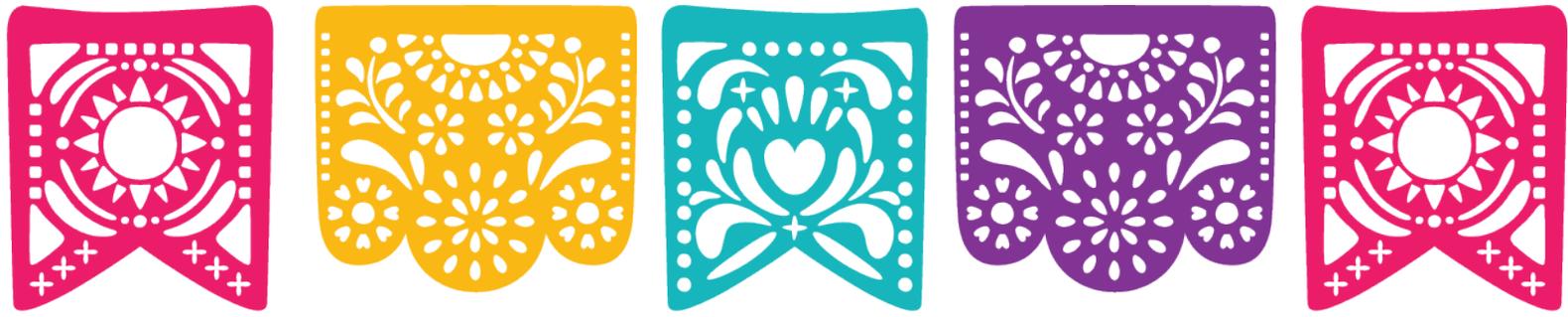
**Goal 3. Mesilla's Transportation Network is coordinated with the regional network.**

**Policy 3.1**

**Coordinate transportation planning and decisions with regional efforts.**

- **Action 3.1.A.** Continue to work with the Mesilla Valley Metropolitan Planning Organization (MVMPO) to identify funding opportunities for study and implementation of roadway and walking trail or bike trail improvements.
- **Action 3.1.B.** Continue to participate in the MVMPO Transit planning processes and work to encourage and support transit applications that benefit Mesilla.

Draft Plan



# Infrastructure

*Providing dependable services is an important part of maintaining a high quality of life for residents of the Town of Mesilla. This chapter outlines the wet and dry utilities available for Mesilla residents and provides goals and action items to ensure utilities remain dependable over the long term. The Town of Mesilla includes water, sewer, and wastewater treatment services, along with Solid Waste Collection and Landfill Services. Private utilities and service operators generally provide the remaining dry utilities.*

## Community Vision & Priorities

- Upgrade Water and Sewer Infrastructure to meet community needs.
- Emergency Generators to continue the water supply in emergencies.
- Prioritize infill development to make the most of existing infrastructure.

## Existing Conditions

### WET UTILITIES

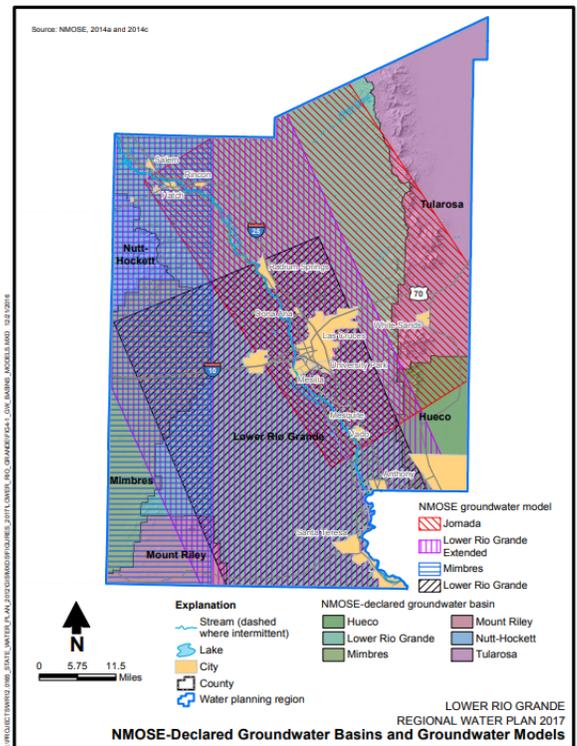
#### Water

From information included in the NMED Drinking Water Survey, the Town of Mesilla serves the community's domestic water needs with approximately 1,151 residential water meter connections and 95 commercial water meter connections. The latest total water pumping figure available from 2023 is 124.6 MG/year. With a reported total population served of 2,167, the 2023 water use would be 157.5 gallons per capita per day.

The Town of Mesilla owns and maintains its own water system and has sufficient water rights for its present well production and use according to the 2007 Town of Mesilla 40-year water plan. However, to provide water rights for future growth, the town implemented Section 13.26.020 of the Mesilla Town Code, requiring the conveyance of water rights to the town as a prerequisite for land development.

The Mesilla water system is provided by 100% groundwater sources. The regional groundwater system was extensively studied in the Lower Rio Grande Regional Water Plan of 2017. Figure 47 shows groundwater basins in the Lower Rio Grande New Mexico Region.

Mesilla has two active production wells that provide up to 1,000 gallons per minute for the primary municipal water supply.



**Figure 47. Lower Rio Grande Regional GW Basins**

Figure 4-1

## Water Production Wells

As noted above, the Town is currently supplied by two active water wells in the Lower Rio Grande Basin, which are approximately 600-700 feet in total depth.

The 40-year Water Plan notes that the groundwater in this basin is hydrologically connected to surface water such that seepage from the Rio Grande and irrigation return flows recharge the aquifer, and groundwater pumping can deplete surface flows in drains and the Rio Grande. This relationship decreases with well distance from the Rio Grande.

For this reason, water levels in wells near the Rio Grande fluctuate with the irrigation seasons and availability of streamflow. Water levels in these wells and most of the wells near the Rio Grande (Figure 48) show a decline from the recent drought and increased pumping from farm wells in the immediate area.

The two active Mesilla wells have 12-inch diameter casings and were drilled in 1990. Two other wells formerly used by Mesilla are smaller 5-inch and 6-inch wells that are now inactive. Given that both active wells were drilled in 1990 and have an estimated effective life of 25 to 50 years, planning for their rehabilitation or replacement is advisable, as they are now 35 years old.

Project 2027-1 in the Mesilla 2026-30 ICIP includes approximately \$5.4 million in water well and new storage tank improvements over five years to address well conditions.

Project 2029-6 in the Mesilla 2026-30 ICIP includes approximately \$175,000 for a water system standby generator. Presently, neither active Mesilla water well has a standby generator in case the power to either well goes out. Since one well has significantly more production than the other, it would be good to have a generator installed at that well first. However, since the water system has only two wells

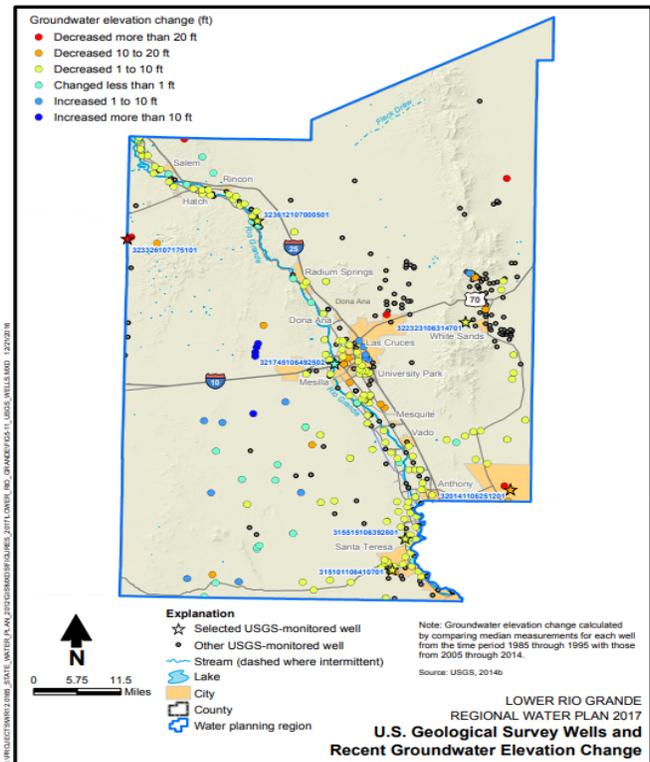


Figure 48. Regional Groundwater Elevation Changes

providing water, it is essential that a second well also be equipped with a standby generator in the case of power failure.

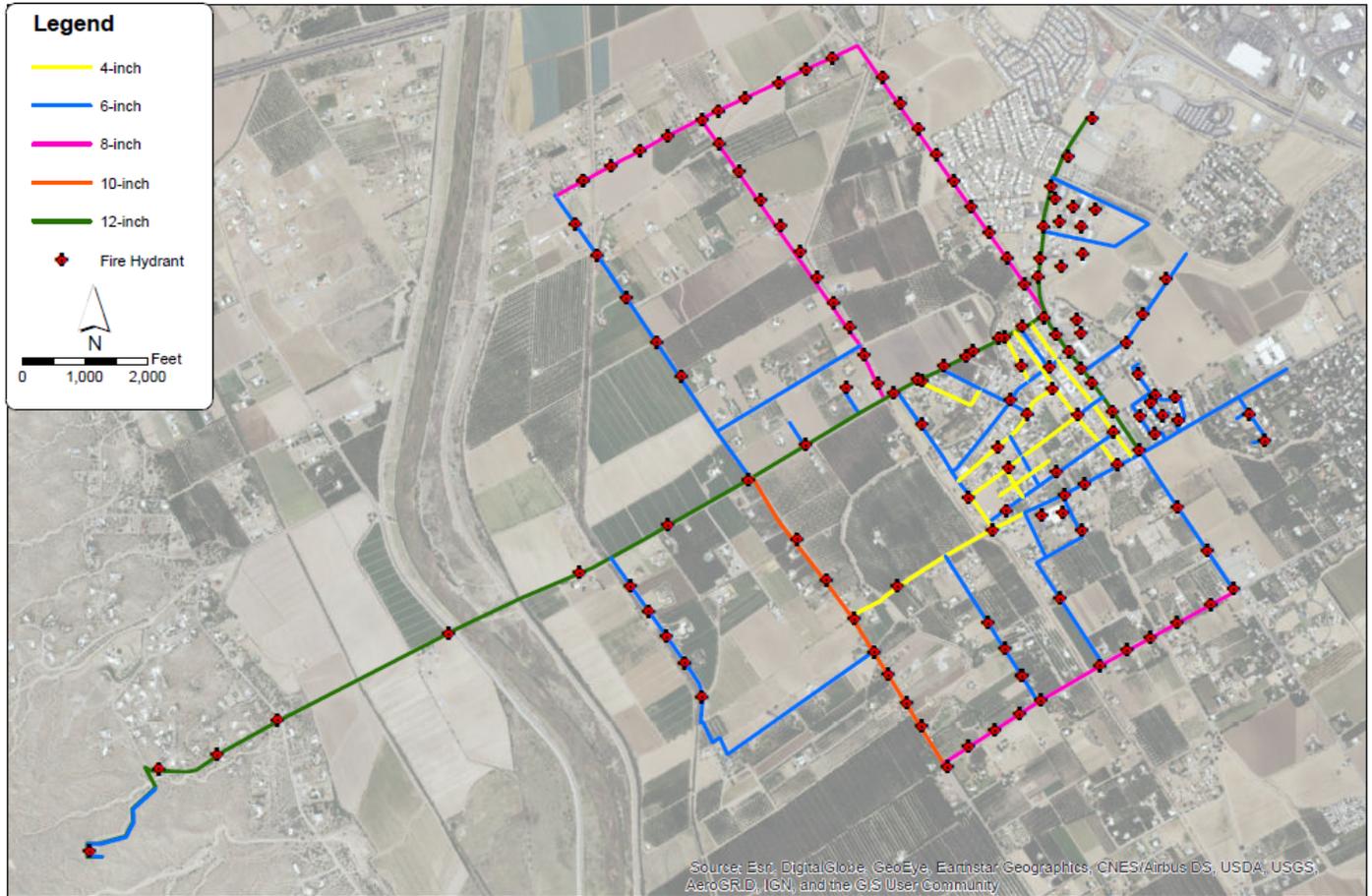
### **Water Storage Tanks**

The Town has one steel 500,000-gallon operational water storage tank that was constructed in 1990. Water Tanks need to be inspected, cleaned, and recoated at approximately 15-year intervals. However, with the new materials available, surface coatings can be applied to give over a 20-year service life.

Since this tank is 35 years old, it is assumed that the tank has been inspected, cleaned, and recoated one or two times. If the tank's outer surface is in good condition, an inspection of the interior of the tank should be performed within five years to determine the schedule for the next interior and exterior tank inspection, cleaning, and recoating.

As noted on the previous page, the present ICIP identifies the need for a new water well and a new storage tank. The additional storage tank would provide extra capacity and fire storage for the community, as well as a redundant storage source in times of emergency.

Project 2028-1 in the Mesilla 2026-30 ICIP includes approximately \$40,000 for SCADA (System Control and Data Acquisition) upgrades to the water system. Quality SCADA equipment allows more efficient operation of the water system, better tracking of water pumping and use, more accurate identification of water losses, and better overall service for water customers. These improvements are necessary for the proper operation and control of the water system components.



**Figure 49. Water System Map**

### **Water Production/Distribution Lines**

The Town of Mesilla is served by over 23 miles of waterline. Staff noted that many of the downtown 4" and 6" waterlines were constructed with Asbestos Cement (AC) pipe in the 1950s and have been experiencing operational and maintenance issues. This AC pipe is nearing the end of its expected life, and it needs to be replaced. There is no present concern with asbestos in this pipe, but its replacement will eliminate all potential concerns.

An additional concern with these downtown waterlines is that lines under 4" diameter cannot provide the needed capacity to properly serve fire hydrants. All of the lines under 6" diameter should be planned for replacement with 6" or 8" diameter lines as needed. In order to determine the proper sizing for these lines and additional needed water system improvements, a water system master plan should be performed to include a water model.

Project 2027-3 in the Mesilla 2026-30 ICIP includes approximately \$2,090,000 for the Phase 1, 2, and 3 waterline replacement projects. This work includes the replacement of the downtown AC pipe as discussed.

It was noted that Mesilla acquired radio read water meters that were installed in 2020. Radio Read meters reduce labor time associated with meter reading and will improve the accuracy of water delivery records, along with reducing the amount of non-metered water. These actions will reduce lost water percentages for the water system.

It was also noted that the town has an existing program to replace a portion of the water meters on an annual basis to gradually replace the water meters as they reach the end of their service life and begin to malfunction. This is a very good process and should be continued.

### **Other Issues or Desired Improvements**

There was an October 2024 deadline for all communities in the United States to submit an inventory of their Town and customer service lines to the New Mexico Environment Department to attempt to identify lead service lines that will need to be replaced by 2027.

A standard EPA inventory spreadsheet was to be submitted to the NMED in October. Although the addresses for all service lines were required to be submitted on the inventory by October 2024, the line materials can be listed as “unknown”. However, for all addresses with material types listed as “unknown” or lead, a notice must be sent out to each address at the same time.

This notice must be sent out to those addresses each year until the material type is verified as “non-lead” or a new line has been installed. It appears that the town received notice from the NMED that additional actions regarding the submittal of the lead service line inventory, notification requirements, or subsequent testing requirements were needed. It should also be noted that any lead service lines that may be found in the water system are required to be removed and replaced by October 2027. The completion of the lead service line concerns from NMED, and the other lead service line requirements are listed as a high-priority goal.

The town is pursuing funding for many water and wastewater infrastructure projects. Presently, if a community desires to obtain funding from NM agencies like the Water Trust Board or the NMED, an Asset Management Plan meeting the state guidelines will be required. Since the Town already has an Asset Management Plan Document, it may be sufficient to do a detailed update to make

sure it complies with all NM regulations. It is recommended that an Asset Management Plan Update be performed to provide good asset management and qualify for these grants.

If Mesilla desires to pursue an Asset Management Plan Update, including GIS mapping and database capabilities for their field crews, that work could be provided as part of that work. An Asset Management Plan could be partially funded using DFA Planning Grants.

It should be noted that a community does not need to dig up buried assets to determine their condition as a separate action. As buried assets are uncovered to install new taps or make repairs, the asset condition should always be recorded on the work order records and updated in the asset inventory.

Many smaller NM communities are still using paperwork order records. This process is time-consuming to prepare and retrieve information. Cost-effective software is available that can manage the GIS mapping, asset database, and digital work orders as an integral process. Santa Rosa and Jal are two communities that use "IWork" software and Roswell and Carlsbad use Asset Essentials Work Order Software for these purposes.

After an asset management plan update is performed with GIS mapping and database information, software of this type could be investigated to allow digital use of the information obtained.

Water valves are also an asset that needs maintenance and replacement. Many old water valves in the system have reached the end of their service life and need replacement. As noted earlier in this section, many 4" water lines are planned to be replaced in the coming years. It would be very desirable to replace those 4" lines and valves with 6" lines and valves. It would be desirable to budget an amount of \$20,000 per year for the staff to begin replacing water valves that are presently inoperable.

The Mesilla staff noted they have a valve exercise program. A water valve exercising program is extremely important, so valves continue to be available for operation. When communities do not exercise their valves, the valves become "stuck" due to mineral deposits in the water after years of non-operation. With a stuck valve, it cannot be closed when needed. Also, sometimes when water system staff tries to open stuck valves, too much torque can be applied, so the valve is broken and must be replaced. Mesilla staff work to maintain this

program, but with only two employees, valve exercising operations are frequently preempted to perform other higher priority work.

The water staff also noted they have some dead-end waterlines that are not yet looped. For these lines, it is recommended that a periodic flushing program be started to maintain optimal water quality levels for these non-looped lines.

### **Fire Protection**

The amount of water needed for fire flow (the rate of water flow at a residual pressure of 20 pounds per square inch necessary to control a major structure fire was set at 1,000 gallons per minute for a two-hour duration with a residual flow of 20 PSI according to the State of New Mexico and National Fire code.

The Mesilla Water system is reported to have an ISO rating of 4 and currently has a total of 500,000 gallons of storage. The system would need 713,000 gallons to provide two days of average demand based on the annual use of 124.6 MG and 120 minutes of 250 gpm flow to meet the demands of its fire classification. The system presently has insufficient fire storage capacity, but the Town is planning construction of an additional well and storage tank to provide the needed capacity.

In addition to the above concern with water storage for fire protection, water delivery for fires through existing lines and fire hydrants should be analyzed. The approximately 141 fire hydrants strategically located in the community offer adequate fire coverage, but as noted earlier, water distribution lines under 6" diameter cannot deliver the necessary fire flow of 1,000 gpm considered sufficient for fire protection by the most recent Fire code revisions. As noted earlier in this document, as waterlines are being replaced with future funding, the small and deteriorated water lines in the community should be upgraded to a minimum 6" diameter.

It should also be noted that a significant number of fire hydrants in Mesilla may have been installed before 1965. Asset Management guidelines project fire hydrants to have a 60-year service life, which would have theoretically ended in 2025. These fire hydrants may have reached the end of their projected service life, and many may not even be operational now.

It is recommended that \$40,000 be budgeted annually for a fire hydrant replacement program. Although this is a good start, it may only provide for the replacement of 8 to 10 fire hydrants with this amount of funding. This would provide a continued source of funding through the water department enterprise

funds to replace all the deteriorated and inoperable fire hydrants. Another option would be to add a funding request in the ICIP to replace a larger number of fire hydrants in a single project.

### **Water Quality**

The Town of Mesilla Water Staff provides a Consumer Confidence Report (CCR) annually as required by the NMED. The 2023 CCR reported that scheduled chemical monitoring of the Town wells required by the Federal Safe Drinking Water Act indicated no contamination of the water supply. The CCR reported that the water quality data parameters are all within the requirements for a public water supply system.

Following a review of the NMED Drinking Water Bureau website, the community was found to have four water system violations in 2025, but no violations in 2024. Although this is a concern, two of the four violations consisted of lead service line inventory and reporting (as discussed earlier), one addressed deficiencies in the Consumer Confidence Report content, and one addressed a failure to address a groundwater rule deficiency that has been rectified. These types of violations are not unusual for small water systems, but they can disqualify a community from receiving some types of water system grant funding (e.g., Water Trust Board). It is recommended that the needed CCR work and Lead Service line work be performed as soon as possible so that compliance can be ensured.

### **Water Conservation**

Mesilla has a water conservation ordinance, but they do not presently have a water conservation plan or a drought contingency and emergency response plan. A water conservation plan is required by the NM Office of the State Engineer (NMOSE) when a community pumps more than 500 acre-feet per year. In 2024, Mesilla pumped approximately 380 acre-feet per year, so although these plans are desirable and beneficial, the town is not mandated to provide these plans. Ordinarily, a Drought Contingency and Emergency Response Plan can be developed as part of the Water Conservation Plan.

In the first portion of this water system analysis, it was noted that the approximate water use rate by customers was approximately 157 gallons per capita per day (GPCD). This number is not high compared to some other NM communities that are using 300 gpcd or more, but the NMOSE recommends that

communities in this range, up to 200 gpcd, have water conservation steps taken to reduce the use to 130 gpcd in a reasonable amount of time.

The existing water conservation ordinance provides for outdoor vegetation watering restrictions and miscellaneous water use restrictions. The ordinance requires some water conservation actions for new buildings and lists some exceptions and injunctive relief. Finally, the ordinance allows for a declaration of a water emergency in drought situations or other conditions that reduce the town's ability to provide a safe and adequate water supply.

Although the provisions of the existing ordinance are good, the ordinance does not include a description of potential water conservation levels and water conservation actions required that may be dependent upon yearly rainfall and use exceeding 80% and 100% production capacity of the water system. This language is good, but it needs additional language, and it does not result in any actions to lower the water use to 130 gpcd, as recommended.

A water conservation plan adopts guidelines to encourage all users of water within the municipal limits to reduce water consumption and waste, and the drought contingency and emergency response plan allows a community to describe specific water conservation actions required in the case of drought conditions or emergencies, so the residents continue to have a critical water supply during cases of extreme drought or water system emergencies.

One of the tools to encourage water conservation is an "inclinining block rate structure" where customers are charged a higher water rate as they use higher volumes of water. Mesilla has an inclinining block rate structure, but the per 1,000-gallon rate increases for water use in the higher use categories are not significantly higher than the rate for minimal use. The 2023 Mesilla residential water rates were approximately 47% below the state average water rate for communities of this size.

If additional water conservation is needed to meet the NMOSE GPCD goals, it would be recommended to raise the per 1,000-gallon rates in the higher use categories to accomplish that goal. The base rate and initial rate for up to 6,000 gallons of use could stay the same, so lower-income users would not be affected, but the per 1,000-gallon rates in the higher use categories could be raised to discourage excessive water use.

After a water conservation plan is completed, it could be a good time to evaluate increasing the per 1,000-gallon rates in the higher use categories as a step to meet the water conservation goals.

The NM State Engineer's office (NMOSE) recommends that for communities with a use rate between 200 and 300 GPCD, water conservation policies should be applied to reduce their future water use to 150 GPCD. For communities with GPCD use below 200 GPCD, the NMOSE water use goal is 130 GPCD. It would take a focused and continued effort to lower the Mesilla water use rate to 150 GPCD, and later 130 GPCD.

Water Conservation is highly important in New Mexico. The first step to begin water conservation would be to have a water conservation plan performed. A Water Conservation Plan also includes the preparation of GPCD (gallons per capita per day) analysis and an AWWA Water Audit. The GPCD analysis would help identify where the water is presently being used, clarify areas of potential water loss, and make additional water available for sale, which could increase water system revenue. The Water Audit would also identify the strengths and weaknesses of the Mesilla Water System to plan future improvements. After the Water Conservation Plan is performed and accepted by the NMOSE, the NMOSE GPCD Analysis and AWWA Water Audit are required to be performed annually and submitted to the NMOSE each year.

As clean and safe water availability becomes scarcer and in greater demand, water conservation efforts will play a larger role for the Town. Stricter codes regulating domestic water irrigation methods and allocated times for watering will need to be adopted and enforced in the future to respond to times of drought or emergencies. These plans and regulations could be developed with a Drought Contingency/Emergency Response Plan and Ordinance.

It is recommended that steps be taken to have a Water Conservation Plan implemented that includes preparation of a Drought Contingency/Emergency Response Plan and Ordinance. These plans can be performed together using partial NM-DFA Local Government Planning Grant Funds. A community is allowed two planning grants per year, so the Water Conservation Plan and the Asset Management Plan Update could both be pursued in one year.

## Wastewater

### Wastewater Collection System

The existing Mesilla wastewater collection system consists of approximately 10 miles of gravity sewer collection pipes, including one lift station and force main, and 162 manholes throughout the town limits, as shown below.



**Figure 50. Wastewater Collection System Map**

The asset management plan noted that there is one lift station constructed in 1960 that was rehabilitated in 2004. The lift station rehabilitation included a wet well liner, new submersible pumps, controls, and piping, along with a fiberglass lift station liner. The average life of a lift station is approximately 25 years, so this lift station should continue to receive regular inspections and maintenance to continue proper operation. Pump rehabilitation or replacement and control replacement may be needed within the next few years.

The older sections of the gravity collection system lines are predominantly clay pipe with brick manholes, and the newer sewer collection pipes are PVC with concrete manholes. It should be noted that the majority of the manholes and the clay pipe collection system are old but are still functional. The existing clay pipe

generally performs well if left in place without ground disturbance. The newer concrete manholes should still be in very good condition.

However, with brick manholes installed in the 1960s, those may be experiencing some significant deterioration. Although some asset management plans project a 75-year life for brick manholes, these older manholes would be reaching or may have reached the end of their expected service life. Many asset management programs recommend manhole rehabilitation to occur after 50 years.

The Mesilla staff has noted concerns with the brick manholes and has included a project as the 2027-6 priority in the 2026-2030 ICIP for the Sewer System and Manhole Rehabilitation. This is an excellent project to catch up with the needed manhole and sewer system rehabilitation.

If not all brick manholes can be rehabilitated with this project, it is recommended to create a small manhole rehabilitation program to repair and seal the remaining damaged brick manholes. A small \$25,000 program could be designed to repair several manholes each year to keep ahead of this manhole deterioration problem in the coming years.

During the public meetings, it was noted that sewer line extensions are desired. Project 2027-2 in the Mesilla 2026-30 ICIP includes approximately \$1,000,000 for the Phase 1, 2, and 3 sewer line extension projects to address this concern.

The public requested a specific location for a sewer extension along Estrada Road. Estrada is also proposed to undergo road rehabilitation using funds pursued in the ICIP. It may be desirable to pursue CDBG funds to possibly install the sewer line and rehabilitate the roadway in the same project. This would also prevent the road from being torn up for a later sewer project.

The overall wastewater collection system functions adequately but suffers from periodic minor sewage settling and clogging situations in the pipes in restaurant and heavy-use areas. Sewer lines with reported problems are cleaned periodically using a small "jet rodding" machine that is rented by Mesilla. Staff noted that if they could acquire a jet rodding machine to own and operate themselves, it would provide faster service, with less expense in the long run. It is recommended that the town pursue the acquisition of a jet rodding machine for these reasons.

## **Wastewater Treatment**

The Town of Mesilla presently discharges all its wastewater flow to the Las Cruces Wastewater Treatment Plant (WWTP). Because of the proximity of this plant and the economies of scale with regional WWTP operation, it is recommended that this practice be continued. It is becoming a major expense for small communities to operate and upgrade their own WWTPs.

## **Utility Department Staffing**

During discussions with the Town Staff, it was noted that the Town has two certified operators but only has a two man work crew to perform most of the water system maintenance and repair. With a staff of this size, it is very difficult to perform all the routine maintenance and repair, plus keep up with emergency callouts and non-emergency work like valve exercising and other asset inspections.

There is a statewide need for utility system operators, and communities should address this need in advance by starting an apprenticeship program that could begin with a summer high school intern. A summer intern could become acquainted with the water and sewer system operations and provide extra field crew manpower to assist with higher and lower priority work. As they see the importance of this environmentally sustainable work, they may choose to enter this field as a career.

By initiating an apprenticeship program to recruit new workers and actively assist current employees in enhancing their certification levels, the entire staff would benefit. The NMED has a Utility Operator Certification Program web page and another webpage with drinking water training opportunities that could be of assistance.

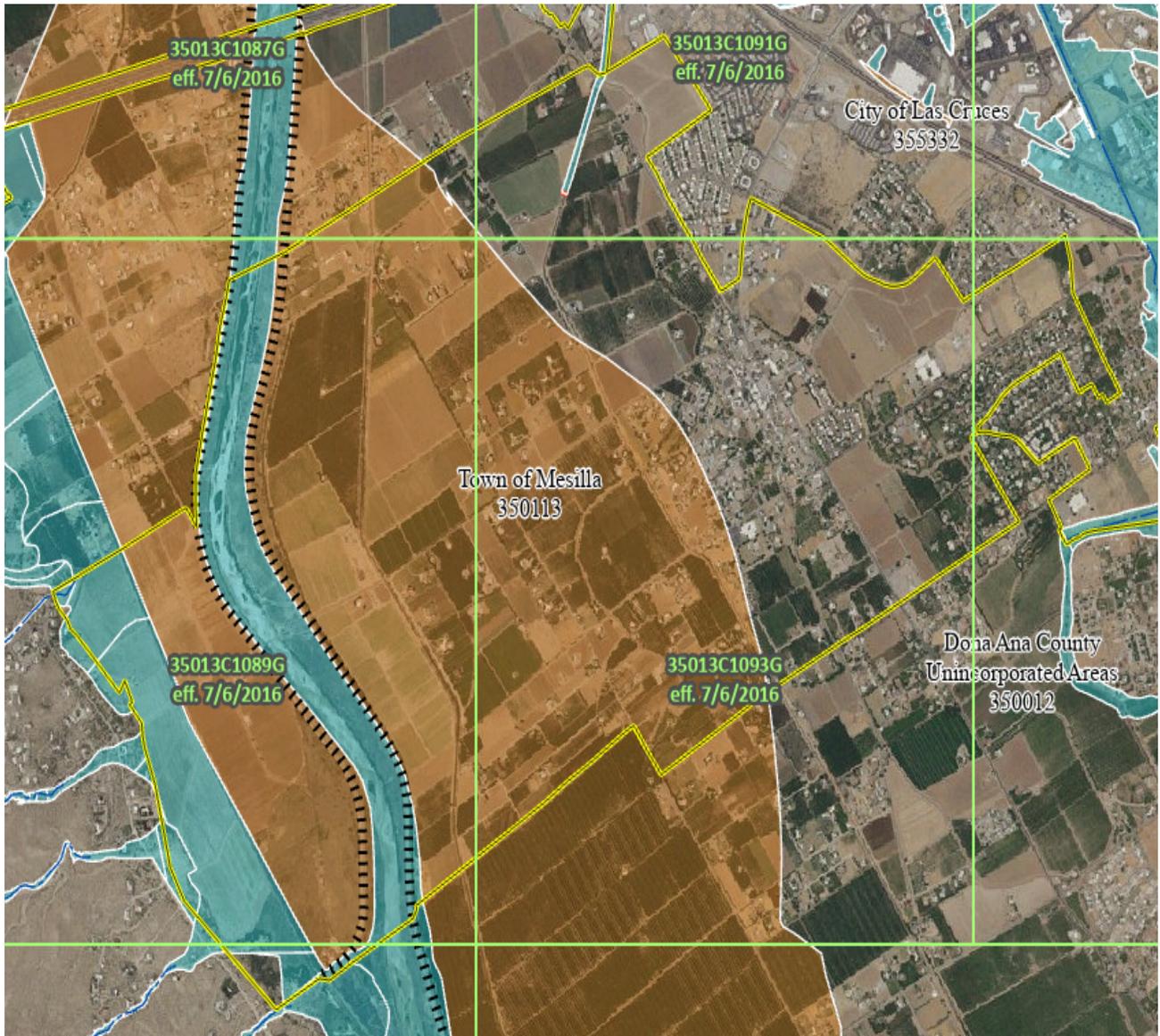
## **Stormwater Drainage**

The FEMA (FIRM) Flood map for the Town of Mesilla shows the blue 100-year Flood Zone that follows the Rio Grande River.

On each side of the river, Figure 51 shows a brown area representing the 500-year flood zone that incorporates the western portion of Mesilla.

The FIRM Flood Map also describes this brown zone as being the 100-year flood zone with depths under one foot.

**Figure 51. Mesilla FEMA (FIRM) Flood Map**



Mesilla is very fortunate that the Flood Zone does not encroach upon the majority of the community. Only a few portions of the community are exposed to the shallow flood flows. Although severe rain events produce significant depths of water on the community roadways, flooding of homes or businesses has not generally been reported. Many of the community roadways have no curb and gutter to help route storm drainage flows through the Town. The Town of Mesilla is situated in an area where the topography is relatively flat with a gradual grade that slopes from the original portion of town to the river.

Although earthen channels labeled drains and laterals cross the community in several locations, they have two different functions. Laterals provide irrigation water for crops and drains help intercept flood waters from the river during major events and assist in routing storm drainage flows through the community. The Mesilla Drain runs from north to south along the west edge of the main community development and provides a limited level of protection for the community from floodwaters.

Question 17 on the community preference survey noted that drainage was a concern within the community. Drainage (3.74 weighted average) was listed as the third priority for needed improvements after the Water (3.97 weighted average) and Sewer (3.83 weighted average) Systems.

Following discussions with the staff, they also noted concerns with community drainage and would like to see drainage improvements implemented. There are some existing subsurface drainage connections to the Mesilla Drain, and some additional connections are desired.

The 2026-2030 ICIP also includes project 2028-2 for Calle Del Sur drainage improvements and project 2029-2 for Calle Del Sur widening and drainage improvements. With the complex drainage patterns impacted by roadways, irrigation laterals, and stormwater drains, it would be beneficial to have a storm drainage master plan performed for the entire community. If the drainage master plan were performed first, the subsequent roadway and drainage improvements could cohesively follow the recommendations of the drainage master plan.

## PROPOSED IMPROVEMENTS

The community is presently planning several utility infrastructure projects in the near future, as discussed earlier in this section. The 2026-2030 ICIP lists several projects of need.

**Table 7. Infrastructure Projects Identified in Fiscal Year 2026-2030 ICIP**

Project ID	Project Title	Rank	Funded to Date	2026	2027	2028	2029	2030	Total Project Cost	Amount not yet funded
16126	WATER SYSTEM NEW WELL/TANK	2027_1	\$607,434		\$4,606,708				\$5,336,000	\$4,728,566
20488	SEWER LINE EXT. Phase I, II, III	2027_2	\$0		\$150,000	\$850,000			\$1,000,000	\$1,000,000
20588	WATER LINE REPL Phase I, II, III	2027_3	\$100,000	\$0	\$205,500	\$1,708,000	\$76,500	\$0	\$2,090,000	\$1,990,000
20493	SEWER SYSTEM AND MH REHAB	2027_6	\$0	\$0	\$200,000	\$0		\$0	\$200,000	\$200,000

Project ID	Project Title	Rank	Funded to Date	2026	2027	2028	2029	2030	Total Project Cost	Amount not yet funded
41531	SCADA SYSTEM UPGRADE PRCHS	2028_1	\$0	\$0		\$40,000		\$0	\$40,000	\$40,000
34114	CALLE DE ARROYO DRAIN IMPS	2028_2	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000	\$200,000
14213	CALLE DEL SUR WIDEN/DRAIN IMP	2029_2	\$0	\$0	\$0	\$0	\$215,000	\$1,500,000	\$1,715,000	\$1,715,000
41512	WATER SYSTEM GENERATOR	2029_6	\$0	\$0	\$0	\$0	\$0	\$175,000	\$175,000	\$175,000

In past years, Mesilla staff have been successful in pursuing grant funding and have acquired CDBG and some legislative funding for utility system improvements. In addition to the items listed in the ICIP, several additional priorities are discussed below.

In addition to the need for an Asset Management Plan Update as listed in the ICIP, a planning need not presently included in the ICIP is the development of the Water Conservation Plan. A Water Conservation Plan was discussed as being needed in the 2008 Mesilla Comprehensive Plan and in the Lower Pecos Valley Regional Water Master Plan of 2016, which included Mesilla.

Although Mesilla presently has a Water Conservation Ordinance, a Water Conservation Plan would analyze the existing water system production and distribution records to detail water use among all customers, analyze the water system to identify areas of needed improvement, assist with water loss volume and location identification, and develop clear water conservation steps along with a timeline and estimated costs.

The Water Conservation Plan would allow a detailed analysis of the water use and accurately determine “unaccounted for” water volumes. As part of the Water Conservation Plan, a GPCD analysis and an AWWA Water Audit would be performed. The Water Audit would also identify areas of strength and weakness for the Mesilla Water System. Many water funding sources require a water conservation plan (with annual GPCD and Audit updates) to be eligible for water and sewer infrastructure funding.

In addition, the Water Conservation Plan could include the development of a Drought Contingency/Emergency Response Plan as noted earlier in this document. This Drought Contingency/Emergency Response Plan and the Water Conservation Plan could both be performed together with a DFA Planning Grant.

The Drought Contingency/Emergency Response Plan could be used to update the existing Water Conservation Ordinance.

## **DRY UTILITIES**

### **Natural Gas**

Natural Gas is provided to the community by Zia Natural Gas Company. Zia Natural Gas Company has an office in Las Cruces. There were no concerns raised about the Gas Supply services during the community meetings or during the Mesilla Staff interviews.

### **Electric**

Electric Service is provided to Mesilla residents by El Paso Electric. El Paso Electric Company has an office in Las Cruces. There were no concerns raised about the Electric Supply services during the community meetings or during the Mesilla Staff interviews.

### **Solid Waste**

Waste collection and recycling services are provided to Mesilla residents by the Town of Mesilla through Southwest Disposal. After pickup, solid waste is hauled to the Corralitos Regional Landfill, approximately 15 miles west of the community. Bins are provided to residents for the disposal of their solid waste, which is picked up once per week on Monday. Recycling of specific items is available every other Friday. Recyclable items are aluminum, tin cans, newspaper, cardboard, #1 and #2 plastic, and white paper.

### **Internet and Telephone**

Mesilla residents have a reasonable number of internet service options with four or more service providers serving the community; however, the internet speeds are reported to be insufficient. The primary landline telephone provider is CenturyLink, although most homes have access to cell phone communication. It was noted that the community survey reported that 57% of the community expressed that the internet service needed improvement sometimes, or it was the most important item to improve. To pursue ways to address this concern, it is recommended to contact:

<https://www.doit.nm.gov/programs/broadband/contact-us/>

## Strategies (Goals, Policies, Actions)

### Goal 1. Mesilla's water and wastewater utilities are well-maintained.

#### Policy 1.1

##### Ensure water and wastewater systems are maintained in good condition.

- **Action 1.1.A.** Continue pursuit of all water and wastewater projects listed in the 2026-30 Mesilla ICIP.
- **Action 1.1.B.** Continue maintenance programs like sewer line jet-rodding, and Fire Hydrant and dead-end water line flushing to ensure the Town continues to provide high-quality water and wastewater service to residents. Begin a valve exercising program to keep valves operational during emergency situations.
- **Action 1.1.C.** Pursue partial DFA Planning Grant funds for a Mesilla Asset Management Plan to include GIS mapping for the water, sewer, community buildings, and roadway asset networks.
- **Action 1.1.D.** After the AM Plan is completed, use the data to develop an annual Fire Hydrant replacement, valve replacement, and Manhole rehabilitation budget and program to gradually improve all Fire Hydrants, valves, and Manholes to required standards.
- **Action 1.1.E.** Complete the removal of all Lead and Galvanized Service Lines by 2027 and continue to provide the required testing and notifications regarding lead and galvanized Sewer Lines.
- **Action 1.1.F.** Pursue local intersection drainage improvements and maintenance actions to promote increased flow in existing storm drainage inlets and channels.

### Goal 2. Mesilla has adequate, short-term water supply and continues to work with the following groups to secure long-term water supply resources.

#### Policy 2.1

##### Participate in local and regional initiatives to ensure adequate water supply over the long-term, including pursuit of additional water rights, as needed.

- **Action 2.1.A.** Coordinate with other communities in the County and the State of New Mexico on regional water planning and programs to ensure long-term water supply.
- **Action 2.1.B.** Pursue DFA Planning grant funds for a Water Conservation Plan including the annual NMOSE GPCD Analysis and AWWA Water Audit to

reduce residential, commercial, and municipal water consumption, including public information campaigns. Include revisions of the inclining block rate structure to further increase water conservation among customers to help meet the water conservation goals. Include a requirement for development of Drought Contingency and Emergency Response Plan Ordinance to conserve water during drought and emergency situations.

- **Action 2.1.C.** Develop a source water protection plan (SWAP) to mitigate potential groundwater contamination events at the Mesilla Water Wells by using the Source Water Protection Plan Template available on the NMED website.
- **Action 2.1.D.** Improve Fire Protection coverage for the community by replacing small waterlines with minimum 6" waterlines and appropriately located Fire Hydrants.

### **Goal 3. Mesilla's utilities are reliable.**

#### **Policy 3.1**

**Ensure utilities and public services are reliable and widely available for residents.**

- **Action 3.1.A.** Coordinate with private utility providers to ensure service is reliable and that maintenance issues are addressed.
- **Action 3.1.B.** Work with regional agencies to evaluate improvement of cellular and broadband services and fiber optics.
- **Action 3.1.C.** Support expansion of utilities as part of new development projects and support connecting homes with septic systems onto the Town wastewater collection system.
- **Action 3.1.D.** Continue to replace deteriorated water lines (with new valves) and deteriorated wastewater lines and manholes when performing road rehabilitation projects.
- **Action 3.1.E.** Participate in County-level emergency response planning to ensure utilities issues that affect Mesilla residents are incorporated and complete the Utilities emergency Response Plan document template included in the appendix.
- **Action 3.1.F.** Pursue the placement of emergency generators at wells #1 and #2 to provide an uninterrupted water supply during extended power outages.



# Hazard Mitigation

*This section outlines various hazards, potential threats, and strategies to minimize potential impacts. This can include natural disasters and weather events, as well as man-made or environmental disasters.*

Draft

## Community Vision

---

The Town of Mesilla is prepared, informed, and able to respond to natural and man-made hazards. We are committed to swift and coordinated responses in times of crisis. Every Mesilla resident and Town department/employee understands their role in disaster experience and response.

---

### Priorities

- The Town of Mesilla should continue to coordinate emergency and hazard response roles.
- Coordinating across Dona Ana County for emergency operations and hazard management.
- Resident/community education and awareness of disaster preparedness.

### Issues

#### **Flooding and drought**

Most community members identified flooding and drought as the most significant risks to their lives. Especially in agricultural areas, flooding and drought threaten food systems, ways of life, cultural expression, and the local and regional economy.

#### **Stormwater drainage**

As flooding poses significant risks to vital public infrastructure, stormwater drainage management is critical in hazard mitigation efforts.

### Opportunities

#### **Green stormwater infrastructure (GSI)**

GSI incorporates flood hazard mitigation in landscape design. GSI practices can reduce flood risk by slowing down and absorbing rainfall, thereby reducing stormwater runoff and mitigating localized and riverine flooding. GSI solutions help protect floodplains adjacent to the Rio Grande. In addition, these practices improve water quality and can contribute to habitat protection. There is an opportunity for the Town to scale GSI to mitigate flood damage.

## Regional planning

Continued participation in county-wide and regional hazard mitigation planning. Given the agriculture present in Mesilla, the most significant hazards are considered to be drought and flooding.

The Town of Mesilla participates in the Dona Ana County All Hazard Mitigation Plan process, which identifies risks, vulnerabilities, and mitigation strategies for the Town.

The county plan was most recently updated in 2021; therefore, it is still a relevant guiding document for public hazard mitigation actions. Most of this chapter has compiled information and strategies from the Dona Ana County All Hazard Mitigation Plan and Emergency Operations Plan.

## Existing Hazards

The existing hazards, as defined by the Dona Ana County All Hazard Mitigation Plan:

Hazard	Probability	Magnitude	Warning Time	Duration
Dam Failure	Unlikely	Catastrophic	6-12 hrs.	< 6 hrs.
Drought	Highly Likely	Limited	Days	> 1 week
Extreme Cold	Likely	Likely	Days	< 1 week
Flooding	Likely	Critical	12-24 hours	< 24 hrs.
Severe Weather - Lightning	Unlikely	Catastrophic	6-12 hrs.	< 6 hrs.
Wind	Highly Likely	Negligible	Days	< 6 hrs.
Wildfire	Likely	Limited	6-12 hrs.	< 1 week

Source: Doña Ana County Hazard Mitigation Plan

## Drought

Drought, or diminished precipitation, is a considerable hazard in the Town of Mesilla due to the dependence on water for agricultural livelihoods and the local economy here. Dry weather conditions threaten the water supply, crops, and growing patterns. Drought conditions are particularly dangerous because of the propensity to increase the risk of other hazards, including flash flooding and wildfires.

According to the County Hazard Mitigation Plan,

“Drought vulnerability is primarily measured by its potential impact on certain sectors of the County economy and natural resources, including:

- Crop and livestock agriculture
- Municipal and industrial water supply
- Recreation/tourism
- Wildlife and wildlife habitat”

Based on this definition, a drought in Mesilla would negatively affect most of the landscape, local economy, and local ecology.

Infrastructure for water storage, as well as water conservation messaging to the public and other forms of education, will be needed to raise awareness of the consequences and risks of drought.

### **Floods**

Mesilla faces moderate levels of flood risk. Although not typically subject to 100-year flood events, the town is vulnerable to rarer 500-year floods. Infrastructure like the Mesilla Diversion Dam helps regulate flows. The Town of Mesilla should partner with the Dona Ana County Flood Commission to help prepare for and manage flooding events.

### **Wildfire**

The Town of Mesilla has a wildfire hazard rating of “medium” with scarce pockets of “high” ratings in both Las Cruces and Mesilla, according to the County plan. The wildfire risk is primarily related to vegetation buildup on vacant lots, in ditches, and along waterways, some of which are also close to occupied structures. Based on the probability of a disaster, Mesilla has a “moderate” vulnerability rating.

### **Dam Failure**

Although a dam failure in Mesilla would be catastrophic, the likelihood of that happening is minimal. The greatest impact would be that most of the Town’s most critical infrastructure is at risk of inundation given its proximity to the Caballo Dam failure limits.

The County plan still acknowledges the potential risk as a hazard mitigation strategy: “Little growth is anticipated for Mesilla over the next five years. Much of the Town is located within the Caballo Dam failure limits, and any future development should at least be made aware of the hazard.”

## Hazard Mitigation Plans and Policies

### 2021 Doña Ana County Hazard Mitigation Plan

The Doña Ana County Hazard Mitigation Plan is the regional hazard mitigation plan that accounts for the Town of Mesilla's risks, vulnerabilities, and mitigation strategies for potential natural and man-made hazards. The plan is developed by multiple agencies and municipalities within the county and uses standardized hazard ratings to define vulnerability and estimate potential impact costs. The report contains recommendations and mitigation strategies that are specific to the municipalities within the county. For consistency and congruency, the county's plan actions are included in this plan.

Draft Plan

## Strategies (Goals, Policies, Actions)

Status of 2017 Hazard Mitigation actions:

Action/Project Title	Status	Update
<b>F1. Upgrade/repair the Mesilla Community Center to serve as Cooling/Heating Station</b>	Complete	Completed in 2013/2014.
<b>F2. Rehabilitate/Repair Public Safety Building</b>	Seeking funding	Building maintenance budget of \$4,000/yr is needed for preventative maintenance.
<b>F3. Storm Drain Inspections and Repairs</b>	Seeking funding	Inspections are done semi-annually; a budget of \$2,000/yr is needed for this.
<b>F4. Implement the Life Safety Initiative "Turn Around Don't Drown"</b>	Seeking funding	Budget of \$1,800 needed for programming
<b>F5. Reduce Hazardous Material Dumping</b>	In Progress	Code Enforcement currently does this.
<b>F6. County-wide Flood Warning Response System</b>	In Progress	Town is currently participating in developing early warning and response procedures with other Dona Ana communities.
<b>F7. Drought related Public Education and Outreach</b>	In Progress	Town attends yearly public outreach/educational events related to this.
<b>F8. Drought Resistant Landscape Regulation</b>	In Progress	Not enough Town capacity to implement ordinance for drought related landscape.
<b>F9. Assist Dona Ana County to improve Emergency Communications County-wide</b>	Complete	Fire Department currently works with Dona Ana County on this.
<b>F10. Defensible Space Practices</b>	Seeking funding	Fire Department currently identifies and minimizes the risks of overgrown vegetation or debris; budget of \$2,000 is needed.
<b>F11. Wildfire Education and Public Outreach</b>	Seeking funding	Town currently does education and outreach budget of \$2,000 is needed.

**Goal 1. Partner with Dona Ana County to prepare for and manage hazardous events.**

**Policy 1.1**

**Implement recommendations from 2021 County All Hazards Mitigation Plan**

- Action 1.1.A. Work with the County to improve emergency communication and warning systems for residents.

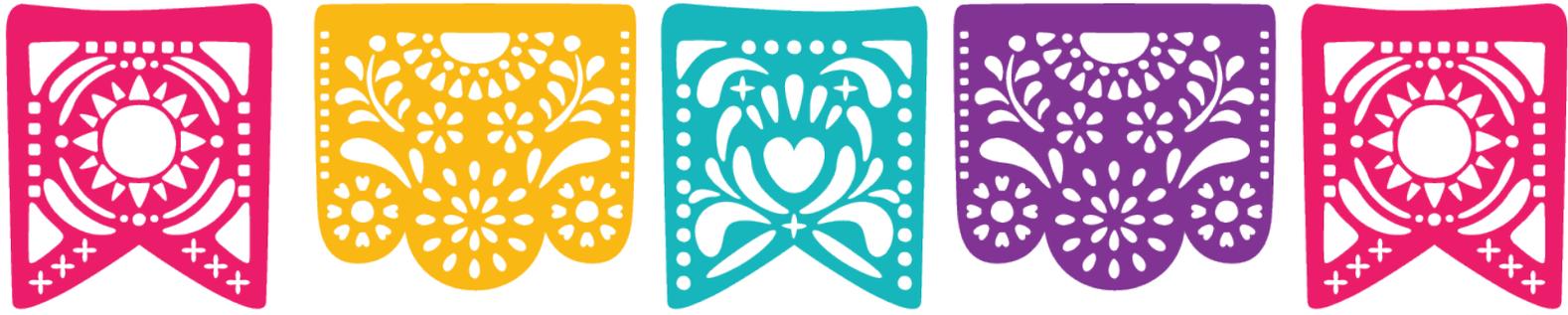
**Goal 2. Ensure residents are educated and prepared for hazardous events.**

**Policy 2.1**

**Pursue training and education initiatives for staff and residents.**

- Action 2.1.A. Implement the Life Safety Initiative “Turn Around and Don’t Drown” program to educate residents to avoid flood areas.
- Action 2.1.B. Pursue wildfire education and outreach efforts.
  - Recommend defensible space and Firewise Communities practices to reduce potential ignitability of structures in Mesilla.

Draft



# Implementation

*This chapter provides the steps to implement the goals, policies, and actions of the Comprehensive Plan. The chapter is organized into three sections and describes the:*

- *Administrative requirements of the Comprehensive Plan*
- *Funding sources for implementing the Plan*
- *Actions needed to implement the Plan, along with responsibilities and time frame*

Draft

## **COMPREHENSIVE PLAN ADMINISTRATION**

The Comprehensive Plan is an overall policy guide for the physical development of the Town of Mesilla. Future planning and policy decisions shall be consistent with the Comprehensive Plan. As conditions change, portions of the Comprehensive Plan may be amended to adjust to current conditions, and the plan should be reviewed in its entirety periodically, typically every 5 years, to ensure that it remains relevant. Relationships to other plans and policies, and suggestions for monitoring the Plan are summarized below.

The Comprehensive Plan is a policy guide for the Town staff and elected officials. Decisions made by these entities should be consistent with Comprehensive Plan policies. Decisions that vary from the provisions of the Comprehensive Plan indicate that policy preferences have changed, and these discrepancies should be noted and considered when the Comprehensive Plan is updated.

### **Relationship to Other Plans**

Other plans adopted by the Board of Trustees should be consistent with the goals and objectives of the Comprehensive Plan. Where plans developed after adoption of the Comprehensive Plan vary from the Comprehensive Plan, these discrepancies should be reviewed and considered when the Comprehensive Plan is updated.

The Zoning Ordinance shall be rewritten to be in accordance with the vision, goals, policies, and actions of this Comprehensive Plan.

### **Amendments**

This Comprehensive Plan may be amended by resolution. Each amendment shall include all sections or portions of the Comprehensive Plan that are affected by the change. As conditions in Mesilla continue to evolve, the Town may consider amending portions of the plan before the next complete update. An amendment may be initiated by the Board of Trustees, Planning, Zoning and Historical Appropriateness Commission, Development Director, or private property owner (or owner's authorized agent).

### **Comprehensive Plan Review/Update**

The Comprehensive Plan should be considered a "living document," meaning that the plan should be reviewed and amended as conditions in the community change. Review of the Comprehensive Plan should occur annually to note cases where the plan varies from current conditions and policy decisions. Significant

changes can be introduced as amendments to the plan, as described above. Minor changes can be noted for inclusion in the next plan update.

The plan should be reviewed in its entirety approximately every five years and updated as needed to remain relevant to the Town's vision and goals.

Draft Plan

## FUNDING SOURCES

### Local Funding

#### General Obligation (GO) Bonds

**Agency:** Town of Mesilla and/or Doña Ana County (through State)

**Type:** Capital Outlay

**Description:** The Town and/or County may seek GO Bond money or a direct appropriation for infrastructure costs using the County's existing general fund or by issuing new bonds to pay for capital improvements.

#### Local Gross Receipts Tax Option (LOGRT)

**Agency:** Town of Mesilla

**Type:** Tax Funds

**Description:** As part of the Local Economic Development Act (LEDA), Mesilla residents may vote to raise the local gross receipts tax to help fund additional economic development projects within the Town. The state collects the tax as part of the statewide gross receipts tax and redistributes it to the community for local projects. In general, LOGRT provides the community with revenue to fund services or projects related to arts and cultural activities or revitalization projects.

#### Lodgers Tax

**Agency:** Town of Mesilla

**Type:** Tax Funds

**Description:** As lodging options expand and local and regional tourism are promoted, the Town may establish a lodgers' tax to promote the area's attractions and events for visitors. The tax may also be used to acquire, establish, and operate tourist-related facilities.

### State and Federal Funding

#### Match Fund

**Agency:** NMDFA

**Type:** Grant

**Website:** <https://www.nmdfa.state.nm.us/nmmatchfund/>

**Description:** Provides state funds to meet matching requirements for federal grants or other programs. This allows local governments to leverage outside funding sources (such as federal dollars) by fulfilling the match obligation.

#### Infrastructure Capital Improvement Plan (ICIP)

**Agency:** Town of Mesilla and/or Doña Ana County (through State)

**Type:** Capital Outlay

**Description:** The Town and/or County may also seek to fund infrastructure projects through their infrastructure capital improvement plans. Although funds are limited, these funds may be used as matching funds to secure larger grants and/or loans by outside agencies (e.g. matching road funds for a street reconfiguration on a state highway).

### **Local Government Planning Grant**

**Agency:** NMFA

**Type:** Grant

**Website:** <https://www.nmfinance.com/local-government-planning-fund/>

**Description:** Supports local governments in preparing plans, feasibility studies, asset management plans, or other technical documents. The purpose is to strengthen applications for larger capital outlay, federal, or state funding.

### **Drinking Water State Revolving Fund (DWSRF)**

**Agency:** NMED and U.S. EPA

**Type:** Low-interest loan (sometimes with principal forgiveness for financially constrained communities)

**Website:** [https://www.env.nm.gov/drinking\\_water/infrastructure-projects-and-funding/](https://www.env.nm.gov/drinking_water/infrastructure-projects-and-funding/)

**Description:** Provides financing for wastewater, stormwater, and nonpoint source pollution control projects. Helps communities improve water quality infrastructure and comply with environmental standards.

### **Transportation Project Fund**

**Agency:** NMDOT

**Type:** Grant

**Website:** <https://www.dot.nm.gov/business-support/project-oversight-division/>

**Description:** Allocates funding to local governments for priority transportation projects, such as roadway improvements, safety upgrades, and system maintenance. Typically requires local match and is intended for shovel-ready projects.

### **Local Government Road Fund**

**Agency:** NMDOT

**Type:** Cost-share grant (state-local match)

**Website:** <https://www.dot.nm.gov/business-support/project-oversight-division/>

**Description:** Provides state funding to municipalities and counties for road construction, repair, and maintenance. Local governments contribute a matching portion to complete the projects.

## Cooperative Agreement Program

Agency: NMDOT

Type: Cooperative cost-share agreement

Website: <https://www.dot.nm.gov/business-support/project-oversight-division/>

**Description:** Funds roadway projects of mutual interest to the state and local governments. Typically used for roadways not fully eligible for federal aid but still important for connectivity, safety, and economic development

## Transportation Alternative Program (TAP) and Recreation Trails Program

Agency: MPO/NMDOT

Type: Capital Outlay

Website: <https://www.dot.nm.gov/planning-research-multimodal-and-safety/planning-division/multimodal-planning-and-programs-bureau/active-transportation-and-recreational-programs/>

**Description:** The New Mexico Transportation Alternatives Program (TAP) and Recreational Trails Program (RTP) funds can generally be used for bicycle and pedestrian infrastructure and activities, in addition to other projects related to economic development, increased safety, and increased accessibility. The New Mexico Department of Transportation has a competitive process to afford TAP/RTP funds, based on how well each project proposal addresses the program's goals.

## Cooperative Agreements Program (COOP) and Local Government Road Fund

Agency: NMDOT

Type: Capital Outlay

Website: <https://www.thegrantplantnm.com/opportunity/cooperative-agreement-program-coop/>

**Description:** The New Mexico Department of Transportation sets aside money yearly for local government road improvements. This program assists local governments in improving, constructing, maintaining, repairing, and paving highways and streets with matching funds from NMDOT.

## Outdoor Equity Fund

Agency: New Mexico Outdoor Recreation Department

Type: Community Grant

Website: <https://nmoutside.com/grants/outdoor-equity-fund/>

**Description:** The first-of-its-kind Outdoor Equity Fund, established in 2019, aims to break down these barriers and ensure equitable access to the outdoors for all youth in New Mexico. This grant supports transformative outdoor experiences that foster stewardship and respect for New Mexico's lands, waters, and cultural heritage while connecting youth to outdoor recreation career pathways.

## Outdoor Recreation Trails+ Grant

Agency: New Mexico Outdoor Recreation Department

Type: Community Grant

Website: <https://nmoutside.com/grants/trails-plus/>

**Description:** The New Mexico Outdoor Recreation Trails+ Grant program empowers communities to enhance outdoor recreation opportunities by funding the planning, development, and improvement of trails and related infrastructure. Designed to boost local economies, strengthen outdoor industries, and foster community well-being, this grant program supports projects that connect people to nature, promote equitable access, and inspire stewardship of New Mexico's landscapes. By investing in outdoor recreation, this grant drives economic growth, enhances quality of life, and ensures lasting benefits for residents and visitors alike.

## New Mexico True Community Branding

Agency: New Mexico Tourism Department

Type: Community Grant and Cost-share program

Website: <https://nmoutside.com/grants/trails-plus/>

**Description:** Provides funding support for local governments, tribal entities, and nonprofits to promote destinations under the New Mexico True brand. The program helps communities align with statewide tourism marketing campaigns by cost-sharing advertising, promotional materials, and outreach. Funding is generally competitive and requires a local match, ensuring collaborative investment in boosting tourism and visitor spending across New Mexico.

## iQue Linda!

Agency: NMDOT

Type: Grant

Website: <https://www.dot.nm.gov/que-linda/>

**Description:** The *Que Linda Program* provides funding to municipalities, counties, tribal governments, and nonprofit organizations for projects that enhance the beauty, cleanliness, and overall appeal of New Mexico communities. It supports initiatives such as landscaping, litter prevention, public space improvements, recycling, and community clean-up events.

## Private & Non-Profit Funding

### The Loan Fund

Type: Community Loans

**Description:** The Loan Fund funds projects, programs, and businesses to improve New Mexicans' economic and social conditions. They offer small business and micro-loans to aspiring small business owners at an affordable rate. The fund also grants loans for real estate and equipment for certified development companies (CDC/504) and non-profits looking to finance equipment, inventory, building renovations, operating capital, and business expansions.

### **DreamSpring New Mexico**

**Type:** Community Loans and Business Support

**Description:** DreamSpring provides small businesses with various low-interest loan options, ranging from \$1,000 to \$2,000,000 for multiple needs. The organization's mission is "to increase access to business credit, make loans, and provide training and support that enables entrepreneurs to realize their dreams and be catalysts for positive economic and social change." These loans can support small businesses looking to launch or expand, helping to further support economic vitality in the MRA.

### **W.K. Kellogg Foundation**

**Type:** Community Grants

**Description:** The W.K. Kellogg Foundation (WKKF) is a philanthropic organization that supports children, families, and equitable communities. Through its grants, the foundation seeks to create lasting change and improve the quality of life for vulnerable populations, especially children of color and low-income communities. They fund projects and programs to enhance education, health and well-being outcomes, racial equity, and economic security.

### **McCune Foundation**

**Type:** Community Grants

**Description:** The McCune Foundation is a private philanthropic organization that provides grants to nonprofit organizations working to improve the quality of life for individuals and communities, with particular emphasis on education, health, and social services. It supports projects that address critical social issues, promote community engagement, and foster systemic change across New Mexico. Grants are typically awarded to organizations and initiatives demonstrating a clear and measurable impact on their communities. The foundation prioritizes proposals that align with its core values, including equity, inclusion, and sustainability. Funding is offered in the form of programmatic and operational grants to support projects at various stages of development.

### **Community Foundation of Southern New Mexico**

**Type:** Community Grants

**Description:** The Community Foundation of Southern New Mexico (CFSNM) is a nonprofit organization dedicated to enhancing the quality of life for individuals and communities in southern New Mexico. CFSNM administers a wide range of grant programs that support initiatives in various sectors, including education, healthcare, arts and culture, social services, and environmental sustainability. The foundation serves as a resource for individuals and organizations seeking to make a difference, fostering collaboration and leveraging charitable giving to address the region's most critical issues. The foundation prioritizes projects and organizations that work toward creating positive change in southern New Mexico, focusing on addressing the region's unique challenges and opportunities.

### **New Mexico Foundation**

**Type:** Community Grants

**Description:** The New Mexico Foundation is a nonprofit organization that works to improve the lives of residents across the state by supporting initiatives that promote economic development, education, healthcare, the arts, and social justice. Grants are focused on educational programs, community-based initiatives, health and wellness services, and efforts that promote equity and social inclusion. The foundation seeks to invest in initiatives that help build stronger, more resilient communities and support the state's continued growth and development.

### **United Way of SW NM**

**Type:** Community Grants and Scholarships

**Description:** The United Way of Southwest New Mexico (UWSWNM) is a nonprofit organization dedicated to improving lives and building stronger communities in the region. Through its funding initiatives, the organization provides grants to local nonprofits, community groups, and initiatives that align with its mission of creating lasting positive change in the region, especially for projects and programs related to education, financial stability, and health and well-being.

## IMPLEMENTATION MATRIX

	WHO	WHEN	COST	PARTNERS	RESOURCES
	<i>Key project lead</i>	<i>Short, medium, long-term</i>	<i>\$. \$\$, \$\$\$</i>	<i>Potential project resources</i>	<i>Potential project partners</i>
<b>LAND USE</b>					
<b>Goal 1. Mesilla’s land use patterns preserve its agricultural roots, while adapting to the needs of current and future generations.</b>					
<b>1.1. Continue to pursue resources and support efforts to preserve traditional architectural, cultural, and agricultural aspects of Mesilla life.</b>					
1.1.A. Assist property owners in retaining and preserving structures in the historic core.	Town of Mesilla	S	\$\$		
1.1.B. Create design standards for buildings to protect the agricultural character of the greenbelt.	BoT, P&Z	S			
1.1.C. Partner with local growers and local/regional practitioners to help	Town of Mesilla	M			

	adapt to new conditions for growing (i.e., having less water).					
1.1.D.	Create an agricultural Preservation Committee to grow and coordinate these partnerships (meet quarterly).	Town of Mesilla, BoT	S			
1.1.E.	Continue to designate and update historic property lists to reflect evolving definitions of historic, consistent with an updated historic inventory.	Town of Mesilla	S-M			
1.1.F.	Consider allowing Transfer of Development Rights (TDR) to preserve agricultural land, while allowing landowners to benefit from the sale of development rights to developers in more appropriate, higher-density parts of town.	Town of Mesilla, BoT, P&Z	S			
<b>1.2. Update Town codes, policies, and future land use frameworks to reflect current/future needs and activities.</b>						

<p>1.2.A. Continue to review and update the Mesilla zoning code, zoning maps, and code enforcement policies. Adhere to zoning code updates to eliminate illegal lot splits and non-conforming uses.</p>	<p>Town of Mesilla, BoT, P&amp;Z</p>	<p>S</p>			
<p>1.2.B. Support new commercial and residential development through infill development on vacant lots and/or the renovation of abandoned or vacant structures as outlined in the future land use plan.</p>	<p>Town of Mesilla, BoT, P&amp;Z</p>	<p>M</p>			
<p>1.2.C. Support incremental growth as guided by the updated future land use plan, rather than spot zoning.</p>	<p>Town of Mesilla, BoT, P&amp;Z</p>	<p>M-L</p>			
<p>1.2.D. Support future commercial and mixed-use development that is appropriate for</p>	<p>Town of Mesilla, BoT, P&amp;Z</p>	<p>M</p>			

	community needs and character.					
1.2.E.	Streamline permitting process for development. Allow departmental staff with internal checks and balances to conduct the approval process.	Town of Mesilla, BoT, P&Z	S			
1.2.F.	Update Subdivision Regulations to reflect scale of potential future development; abbreviate the process for subdivisions of five lots or less.	Town of Mesilla, BoT, P&Z	S			
1.2.G.	Acquire land and encourage development according to the updated future land use map.	Town of Mesilla	S-M			

## ECONOMIC DEVELOPMENT

### Goal 1. Maintain and enhance Mesilla's role as a regional tourism and cultural destination.

#### 1.1. Improve infrastructure and access to support tourism.

1.1.A.	Build town capacity to develop a shuttle program for large events. This could	Town of Mesilla			Local Businesses, RoadRUNNER	
--------	---	-----------------	--	--	------------------------------	--

	include several street-legal options – such as LSV-compliant golf carts, MVD-registered UTVs, or school buses – for a minimal charge, all better suited to the narrow roads of Mesilla. Also utilize parking at Town Hall or nearby Las Cruces locations.				Transit, NMSU, NMDOT, MVD	
1.1.B.	Assess feasibility to increase multi-modal connectivity on Avenida de Mesilla by adding a crosswalk near Calle de El Paso and Town Hall, as well as a stoplight at Union.				NMDOT	
1.1.C.	Create a wayfinding signage system and update gateway signage to guide and welcome visitors.				Ad Hoc Arts and Culture Committee, Lodgers Tax Committee	
<b>1.2. Promote Mesilla’s unique cultural identity to strengthen tourism.</b>						
1.2.A.	Continue to collaborate with partners to tell untold	Town of Mesilla			Taylor-Mesilla Historic Site, <i>Querencia Mi</i>	

	stories of Mesilla's cultural and historical legacy.				Mesilla, NMSU Public History Program, NM Humanities Council, Las Cruces Public Schools
1.2.B.	Complete a local history book for families and events in Mesilla that contributes content to a future Cultural Center, along with creating ties to the developing Commemorative Park monument.	Town of Mesilla, local organizations			Mesilla residents, Branigan Cultural Center, NMSU Public History Program, UNM Center for Southwest Research and Special Collections, UNM Dept. of Chicana and Chicano Studies
1.2.C.	Begin planning of facilities that can appropriately store artifacts, art, and other items while curating collections for the cultural center and museum. Collaborate	Town of Mesilla			State of New Mexico, Doña Ana County, Santa Fe Hispanic Cultural Center, Branigan Cultural Center,

	with entities that currently possess Mesilla artifacts and art to bring these items back to the community, either through loan or an agreement.				Las Cruces Museum System, Las Cruces Museum of Art, NMSU Museum Conservation Program	
1.2.D.	Update descriptions of Mesilla on Visit Las Cruces and NM True platforms to reflect its role on El Camino Real and its borderland history.	Town of Mesilla			Visit Las Cruces, NM Tourism Department	NM Tourism Grants
<b>1.3. Support appropriate redevelopment that enhances historic character.</b>						
1.3.A.	Prioritize infill development in underutilized areas (e.g., 30-acre site on north side, Cotton Gin redevelopment).	Town of Mesilla, P&Z				
1.3.B.	Expand the General Commercial zone to Union, expand Historic Commercial where it already exists or within existing Historic Residential zone, offering flexibility.	Town of Mesilla, P&Z			Local businesses	

1.3.C.	Explore acquisition of the Blacksmith Shop for a community navigation hub and walking tour anchor, ag demonstration site.	Town of Mesilla			Property owner(s)	
1.3.D.	Explore MainStreet program opportunities, MRA designation, or Vacant Property Ordinance to incentivize property owners to uplift historic and agricultural properties.	Town of Mesilla, P&Z			Property owner(s)	
<b>Goal 2. Expand Mesilla's outdoor recreation economy.</b>						
<b>2.1. Promote trails and public access while respecting private property rights.</b>						
2.1.A.	Continue working on trail expansion along the Rio Grande from La Llorona Park.	Town of Mesilla			Property owners, NMDOT, EBID, IBWC, Doña Ana County	
2.1.B.	Collaborate with property owners across all boundaries (individual and public entities) to identify mutually beneficial trail alignments.	Town of Mesilla			Property owners, NMDOT, EBID, IBWC, Doña Ana County	
2.1.C.	Develop Mesilla Lateral and other trails with	Town of Mesilla, EBID			EBID, EMNRD, Las Cruces	

<p>interpretive signage and connectivity to key sites. Prepare for future acquisition along Mesilla Drain, connect to trail development and infrastructure.</p>				<p>Trails Master Plan</p>	
<p><b>2.2. Support outdoor recreation businesses and events.</b></p>					
<p>2.2.A. Promote outfitter businesses (bikes, rafting, rentals) and support growth of local adventure tourism.</p>	<p>Town of Mesilla</p>			<p>Local businesses, NMSU SBDC, NM ORD, NM Tourism, NMEDD</p>	<p>NM Tourism Grants, NM Outdoor Equity Fund, Adventure Capital Fund, NMSU Outdoor Recreation Program</p>
<p>2.2.B. Explore creation of a La Llorona Trailhead Park for large outdoor events and competitions, hobbies. Work with community to determine outdoor recreation amenities that could go here (ex: sand volleyball, picnic grounds &amp; shelters, etc.)</p>	<p>Town of Mesilla</p>			<p>Community members, NMORD, NMSU SBDC, IBWC</p>	<p>NM Outdoor Recreation Grants</p>

<p>2.2.C. Continue coordination with Mesilla Valley Bosque State Park to enhance access and programming and expand connections for multimodal access from Mesilla.</p>	<p>Town of Mesilla</p>			<p>Mesilla Valley Bosque State Park, EMNRD</p>	
<p>2.2.D. Create a Riverwalk to encourage business growth and draw in visitors.</p>	<p>Town of Mesilla</p>			<p>IBWC</p>	
<p><b>Goal 3. Promote a creative economy and culturally rooted small business development.</b></p>					
<p><b>3.1. Encourage local business growth and cultural entrepreneurship.</b></p>					
<p>3.1.A. Coordinate with Experience Mesilla or partner with local Chamber of Commerce to support small businesses.</p>	<p>Town of Mesilla</p>			<p>Experience Mesilla, Las Cruces Green Chamber, Greater Las Cruces Chamber</p>	
<p>3.1.B. Look at potential spaces to build a multi-use Local Business Incubator that will support and build small business entrepreneurs (food, art, small retail). The Blacksmith Shop could be an appropriate location for this initiative.</p>	<p>Town of Mesilla</p>			<p>Experience Mesilla, Las Cruces Green Chamber, Greater Las Cruces Chamber, NMEDD</p>	

3.1.C. Promote culturally appropriate economic growth, including heritage crafts, food, and arts. There is potential to incorporate these practices into existing festivals or new community events. Cotton Gin may also be an appropriate site for this initiative.	Town of Mesilla			NM Arts & Cultural District Program, MainStreet Program, Experience Mesilla, El Paso Community College and CNM Culinary Arts Program	
3.1.D. Explore designation as an Arts and Cultural District or MainStreet community to access tools, education, and resources from the state.	Town of Mesilla, local non-profit and/or community leader			NM MainStreet Specialist	NM MainStreet, NMEDD, NM Arts
3.1.E. Shorten the permitting process to allow quicker turnaround and a more accessible system to support growth – or hire additional staff to manage permits.	Town of Mesilla				
<b>3.2. Integrate public art and storytelling into economic development.</b>					
3.2.A. Update the Town’s policies to support appropriate public art and signage in the community.	Town of Mesilla, BoT			Signage & Public Art Committee, NM True	NM Tourism & Community Branding Grants
3.2.B. Seek opportunity to uplift the regional and historical significance of Mesilla to tell its	Town of Mesilla, local partners			Local artists, youth programs,	NM Arts, NM Council for the Humanities

unique stories and borderland identity.				Taylor-Mesilla Historic Site,	
3.2.C. Harness public art as an opportunity to engage residents (businesses, students, etc.) in placemaking and community building.	Town of Mesilla				Wayfinding and signage grants
<b>3.3. Improve signage across Mesilla for business, wayfinding, and interpretation.</b>					
3.3.A. Create unified design guidelines for historic, directional, and gateway signage	Town of Mesilla, P&Z, BoT			NM MainStreet, SHPO, MVMPO, NM Tourism	NM Tourism
3.3.B. Update Signage Ordinance with the input of business owners	Town of Mesilla, P&Z, BoT			Business owners	
<b>Goal 4. Foster controlled, place-based economic growth in sustainable agriculture, film, and manufacturing.</b>					
<b>4.1. Encourage sustainable, community-supported agriculture.</b>					
4.1.A. Partner with NMSU and local growers to expand education around water efficient and sustainable agricultural practices.	Town of Mesilla, local growers			NMSU, Natural Resources Conservation Service, La Semilla Food Center	
4.1.B. Support programs to connect local produce with retail and the Mesilla Farmers Market, with expanding the Market into a destination space and event.	Town of Mesilla			Local growers, community groups, local artisans, NMSU-SBDC	

4.1.C. Explore town acquisition of agricultural land for education or shared farming.	Town of Mesilla			Local growers, local schools, NMSU	Grow the Growers model (Bernalillo County)
<b>4.2. Support controlled expansion of industries including film and manufacturing.</b>					
4.2.A. Open future opportunities for appropriate commercial growth by ensuring Mesilla has access to future truck bypass route on West Mesa.	Town of Mesilla			NMDOT, BLM	
4.2.B. Encourage film and media projects by promoting Mesilla's historic and scenic assets.	Town of Mesilla			Doña Ana Film Liaison, local production companies, NMEDD – Film Office, Film Las Cruces	
<b>HISTORIC PRESERVATION</b>					
<b>Goal 1. Preserve Mesilla's historic adobe architecture and cultural resources.</b>					
<b>1.1. Support the rehabilitation of adobe structures and traditional building techniques.</b>					
1.1.A. Update the Historic Buildings Inventory.	Town of Mesilla	S		<i>Mi Querencia Mesilla</i> , Taylor Mesilla National Monument, NMSU History Department, UNM Historic Preservation + Regionalism Program	

<p>1.1.B. Expand internship opportunities and hands-on workshops in traditional adobe construction and techniques.</p>	<p>Town of Mesilla, local businesses</p>	<p>S</p>		<p><i>Mi Querencia Mesilla</i>, Taylor Mesilla National Monument, NMSU History Department, UNM Historic Preservation + Regionalism Program, Cornerstones Partnerships, Adobe in Action, Adobe Alliance</p>	
<p>1.1.C. Partner with nonprofits, universities, and preservation organizations to build capacity for technical assistance, funding, and training.</p>	<p>Town of Mesilla</p>			<p>Local schools</p>	
<p><b>1.2. Encourage adaptive reuse of historic properties to support community and economic development.</b></p>					
<p>1.2.A. Review zoning regulations to support adaptive reuse of historically significant sites, e.g., focusing preservation on the</p>	<p>Town of Mesilla, P&amp;Z, BoT</p>			<p>Property owners, Mesilla Historic Preservation Commission</p>	

	historic core and key properties like Mesilla Farms.				
1.2.B.	Explore mixed-use designations or rezoning for properties like the Old Blacksmith Shop.	Town of Mesilla, P&Z, BoT		Property owners	
1.2.C.	Continue to provide design guidelines to ensure modifications and rehabilitation respect architectural heritage and meet SHPO standards.	Town of Mesilla, P&Z, BoT		SHPO	DOI Standards
1.2.D.	Continue to work with current land and property owners to discuss possible rezoning and subdividing, ensure proper public education and clear communication on these topics.	Town of Mesilla, P&Z, BoT		Property owners	
<b>Goal 2. Celebrate and share Mesilla's cultural identity and stories.</b>					
<b>2.1. Work with local partners to establish a community cultural center.</b>					
2.1.A.	Support development of a cultural hub for events and exhibits.	Town of Mesilla		Experience Mesilla, NM Arts, Branigan Cultural Center	NTHP grants

<p><b>2.1.B.</b> Incorporate space for displaying preserved artifacts and community-curated exhibits.</p>	<p>Taylor-Mesilla Historic Site</p>			<p>Local historical societies, UNM Center for Southwest Research, Branigan Cultural Center</p>	
<p><b>2.1.C.</b> Identify locations for further cultural expansion and pursue funding and partnerships for long-term sustainability.</p>	<p>Town of Mesilla, Taylor-Mesilla Historic Site</p>			<p>NM Arts, local business sponsors,</p>	<p>NTHP grants, Community Foundation of Southern NM</p>
<p><b>2.2. Promote cultural heritage through education and interpretation.</b></p>					
<p><b>2.2.A.</b> Support historic walking tours with interpretive signage, showing the network and connection of public spaces in Mesilla. Ensure access to online resources for this tour, using a QR code.</p>	<p>Town of Mesilla</p>			<p>Taylor-Mesilla Historic Site, NM Department of Tourism, El Camino Real Historic Trail Association, National Park Service, local historians, residents, NM Historic Marker Program</p>	
<p><b>2.2.B.</b> Develop and launch an interactive online walking tour that highlights Mesilla's</p>	<p>Town of Mesilla</p>			<p>Taylor-Mesilla Historic Site, NM True (NM Tourism Dept),</p>	

<p>historic and cultural assets. This digital tool will include an updated historic inventory, site descriptions, and links to regional history. Coordinate with staff to finalize the interactive map and integrate content into regional tourism platforms.</p>			<p>Visit Las Cruces, Town of Mesilla</p>	
<p>2.2.C. Work with schools and tourism programs to integrate local history.</p>	<p>Town of Mesilla</p>		<p>Local schools, NM Tourism, NMSU, NM Historic Women Marker Initiative, NM Historic Marker Program</p>	
<p>Continue working with the Consulate of Spain to establish UNESCO designation of the full El Camino Real de Tierra Adentro and communities along the way.</p>	<p>Town of Mesilla</p>		<p>Consulate of Spain, El Camino Real Historic Trail Association, NMSU, SHPO, NPS National Trails Santa Fe Regional Office, UNM, local governments</p>	

				and historic associations of other El Camino communities.	
<b>Goal 3. Protect long-term affordability and equitable access to historic living.</b>					
<b>3.1. Support homeowners and families in preserving historic homes.</b>					
3.1.A. Facilitate partnerships between residents, local businesses, and service organizations for shared labor and materials in home rehabilitation.	Town of Mesilla, housing organizations			Local businesses	
<b>3.2. Address housing affordability and appropriate but flexible density in historic areas.</b>					
Encourage intergenerational and affordable rentals in historic zones.	Town of Mesilla				
Monitor and regulate STRs to support preservation and housing goals.	Town of Mesilla				
Explore redefining or redesignating each zone individually, particularly in the HR zones, to address and fill the needs of the community.	Town of Mesilla, P&Z, BoT				
<b>Goal 4. Preserve Mesilla’s agricultural heritage and rural landscape.</b>					
<b>Promote land use strategies that balance preservation and growth.</b>					
Encourage cluster subdivisions that allow smaller parcels and green space as part of overall	Town of Mesilla, P&Z, BoT				

development in RF zones to conserve farmland.					
Revise code to protect greenbelt and rural form, but retain flexibility in minimum lot sizes to assist property owners.	Town of Mesilla, P&Z, BoT				
Bring awareness to zoning tools that can be helpful in preserving farmland and explore altering terminology for easier understanding (e.g., Agricultural Cluster Community Development).	Town of Mesilla, P&Z, BoT				
<b>Support agricultural stewardship and youth engagement.</b>					
Connect farmers to resources to support local food production and stewardship.	Town of Mesilla, local growers				
Develop youth programs in traditional agriculture and conservation.	Town of Mesilla, local growers				
Explore long-term options for community-held agricultural land like a multi-use community garden near the community center.	Town of Mesilla, local growers	L			
<b>HOUSING</b>					
<b>Goal 1. Mesilla has an abundance of housing options for all families and life stages.</b>					
<b>Encourage a variety of residential development on infill sites.</b>					
Continue to revisit new Short Term Rental Ordinance to	Town of Mesilla, P&Z, BoT				

ensure it meets the needs of Mesilla residents and visitors.					
Support cluster development projects as a way to preserve green open space about residential development.	Town of Mesilla, P&Z, BoT				
Update allowable uses and densities in residential zoning districts to allow for more missing middle housing and other flexible housing forms (modular, shipping containers), where appropriate.	Town of Mesilla, P&Z, BoT				
<b>Connect residents to existing housing improvement programs that they may qualify for.</b>					
Continue to build capacity of Town staff and uplift partnerships with historic preservation and housing experts.	Town of Mesilla			NM Municipal League, NM SHPO, NM HPD, NM MainStreet	
Continue to pursue Certified Local Government status with the State in order to qualify for additional funding and technical assistance.	Town of Mesilla			NM HPD	
Promote home repair loans and utilities subsidy programs for qualifying senior and low-income residents.	Town of Mesilla				

**COMMUNITY FACILITIES & SERVICES**

**Goal 1. Continue to support full-life community events and programming.**

**Continue to support community events that celebrate the heart and history of Mesilla.**

Continue to invest in large-scale community events that draw in visitors and support economic development.	Town of Mesilla				
Create opportunities for residents to gather and celebrate their stories and shared history through events.	Town of Mesilla				
Create inclusive partnerships with local schools, seniors, and Taylor-Mesilla Historic Site to determine future programming for families.	Town of Mesilla			Local schools, local elders, Taylor-Mesilla Historic Site	

**Goal 2. Provide unique and comfortable public spaces that allow for recreation, convening, and learning.**

**Explore potential new parks and outdoor recreation facilities for Mesilla.**

Add recreational facilities (including athletic courts and splashpads) to appropriate parks in town.	Town of Mesilla				
Explore feasibility of working with International Boundary & Water Commission (IBWC) to add recreational amenities at the La Llorona Trailhead.	Town of Mesilla			IBWC	
Work with Elephant Butte Irrigation District and adjacent	Town of Mesilla			EBID, property owners	

property owners to explore the development of a natural surface trail along the Mesilla Lateral, as a key north-south pedestrian connection in town.					
Promote Mesilla Valley Bosque State Park as an outdoor destination.	Town of Mesilla			Mesilla Valley Bosque State Park, local schools	
Enhance biking and walking trails for connectivity, expand multi-use trails. Connect trail gaps between Mesilla and Las Cruces.	Town of Mesilla			City of Las Cruces	NM ORD Trails+ Grant
<b>Continue to make improvements to Mesilla’s existing public spaces, parks, and outdoor recreation facilities.</b>					
Complete improvements at Parque de Cura to fully realize the potential of the public space surrounding the Community Center.	Town of Mesilla				
Seek resources to create a Parks, Recreation and Cultural Amenities Master Plan in order to make strategic investments for the future.	Town of Mesilla				
Continue to make improvements to signage throughout Mesilla’s public spaces, including: gateway	Town of Mesilla				

signage, interpretive signage, and wayfinding.					
Seek funding to support the creation of cultural storytelling installations and murals in public spaces.	Town of Mesilla				NM Tourism & Community Branding Grants
<b>Invest in sustainability measures for Mesilla's public facilities.</b>					
Seek funding to add renewable energy systems to Town-owned facilities	Town of Mesilla			NMDOT	
Add EV charging stations at key Town destinations.	Town of Mesilla			NMDOT	
Employ green stormwater infrastructure practices when making improvements to the landscaping around public facilities and roadways.	Town of Mesilla				
<b>Goal 3. Maintain Community Safety by continuing to invest in police, fire, and emergency services in Mesilla.</b>					
<b>Seek resources to fully staff and equip fire, police and emergency services in Mesilla.</b>					
<b>TRANSPORTATION</b>					
<b>Goal 1. Mesilla has multiple transportation options.</b>					
<b>Provide a variety of transportation options for residents.</b>					
Incorporate ADA improvements for pedestrians into new roadway construction projects, including completion of	Town of Mesilla			NMDOT	

sidewalk segments where gaps exist.					
Review the inventory of ADA and sidewalk needs in the community and implement a phased plan to eliminate ADA non-compliance and damages to sidewalk.	Town of Mesilla			NMDOT	
Work with NMDOT to consider implementation of sidewalks, and potentially bikeways, along highways and State Roads through the Town.	Town of Mesilla			NMDOT	
Support funding applications through MVMPO and NMDOT for the Roadrunner Transit Service to Mesilla and a potential Mesilla Senior Citizen Transportation program.	Town of Mesilla			NMDOT, MVMPO, RoadRUNNER Transit Service	
Encourage additional transit service to Mesilla by working with area transit providers, coordinating with Doña Ana County regarding funding, and refining additional transit service ideas for Mesilla.	Town of Mesilla			Doña Ana County, NMDOT	

**Goal 2. Mesilla’s transportation system is in good condition and is well-**

**Continue to follow the pavement improvement plan as listed in the ICIP to maintain existing roads in good condition.**

Continue to pursue grant funding to improve and maintain Mesilla roadways.	Town of Mesilla				NMDOT
Pursue the acquisition of street department equipment with funds listed in the ICIP to place, grade, and compact road and alley material including a water truck, blade and roller.	Town of Mesilla				
Pursue NMDOT Local Government Road Funds and State Purchasing agreements to access slurry sealing, chip sealing contracts, or sign contracts, as needed, to maintain good roadway surfaces and traffic control signage that meets regulations.	Town of Mesilla				NMDOT Local Government Roads Fund
<b>Goal 3. Mesilla's Transportation Network is coordinated with the regional network.</b>					
<b>Coordinate transportation planning and decisions with regional efforts.</b>					
Continue to work with the Mesilla Valley Metropolitan Planning Organization (MVMPO) to identify funding opportunities for study and implementation of roadway and walking trail or bike trail improvements.	Town of Mesilla			MVMPO	
Continue to participate in the MVMPO Transit planning processes and work to	Town of Mesilla			MVMPO	

encourage and support transit applications that benefit Mesilla.					
<b>INFRASTRUCTURE</b>					
<b>Goal 1. Mesilla's water and wastewater utilities are well-maintained.</b>					
<b>Ensure water and wastewater systems are maintained in good condition.</b>					
Continue pursuit of all water and wastewater projects listed in the 2026-30 Mesilla ICIP.	Town of Mesilla	S-M			
Continue maintenance programs like sewer line jet-rodding, and Fire Hydrant and dead-end water line flushing to ensure the Town continues to provide high-quality water and wastewater service to residents. Begin a valve exercising program to keep valves operational during emergency situations.	Town of Mesilla	S-M			
Pursue partial DFA Planning Grant funds for a Mesilla Asset Management Plan to include GIS mapping for the water, sewer, community buildings, and roadway asset networks.	Town of Mesilla	S			NMDFA Local Government Planning Grant
After the AM Plan is completed, use the data to develop an annual Fire Hydrant replacement, valve replacement, and Manhole	Town of Mesilla	M			

rehabilitation budget and program to gradually improve all Fire Hydrants, valves, and Manholes to required standards.					
Complete the removal of all Lead and Galvanized Service Lines by 2027 and continue to provide the required testing and notifications regarding lead and galvanized Sewer Lines.	Town of Mesilla	S			
Pursue local intersection drainage improvements and maintenance actions to promote increased flow in existing storm drainage inlets and channels.	Town of Mesilla				
<b>Goal 2. Mesilla has adequate, short-term water supply and continues to work with the following groups to secure long-term water supply resources.</b>					
<b>Participate in local and regional initiatives to ensure adequate water supply over the long-term, including pursuit of additional water rights, as needed.</b>					
Coordinate with other communities in the County and the State of New Mexico on regional water planning and programs to ensure long-term water supply.	Town of Mesilla			Doña Ana County, local communities	

<p>Pursue a Water Conservation Plan including the annual NMOSE GPCD Analysis and AWWA Water Audit to reduce residential, commercial, and municipal water consumption, including public information campaigns. Include revisions of the inclining block rate structure to further increase water conservation among customers to help meet the water conservation goals. Include a requirement for development of Drought Contingency and Emergency Response Plan Ordinance to conserve water during drought and emergency situations.</p>	<p>Town of Mesilla</p>				<p>NMDFA Local Government Planning Grant</p>
<p>Develop a source water protection plan (SWAP) to mitigate potential groundwater contamination events at the Mesilla Water Wells.</p>	<p>Town of Mesilla</p>				<p>NMED Source Water Protection Plan Template</p>
<p>Improve Fire Protection coverage for the community by replacing small waterlines with minimum 6" waterlines and appropriately located Fire Hydrants.</p>	<p>Town of Mesilla</p>			<p>Fire Department</p>	
<p><b>Ensure utilities and public services are reliable and widely available for residents.</b></p>					

Coordinate with private utility providers to ensure service is reliable and that maintenance issues are addressed.	Town of Mesilla			Utility coordinators	
Work with regional agencies to evaluate improvement of cellular and broadband services and fiber optics.	Town of Mesilla			Utility coordinators	
Support expansion of utilities as part of new development projects and support connecting homes with septic systems onto the Town wastewater collection system.	Town of Mesilla			Utility coordinators	
Continue to replace deteriorated water lines (with new valves) and deteriorated wastewater lines and manholes when performing road rehabilitation projects.	Town of Mesilla				
Participate in County-level emergency response planning to ensure utilities issues that affect Mesilla residents are incorporated and complete the Utilities emergency Response Plan document template included in the appendix.	Town of Mesilla			Doña Ana County	
Pursue the placement of emergency generators at wells #1 and #2 to provide an	Town of Mesilla				

uninterrupted water supply during extended power outages.					
<b>HAZARD MITIGATION</b>					
<b>Goal 1. Partner with Dona Ana County to prepare for and manage hazardous events.</b>					
<b>Implement recommendations from 2021 County All Hazards Mitigation Plan</b>					
Work with the County to improve emergency communication and warning systems for residents.	Town of Mesilla	S-M		Doña Ana County	
<b>Goal 2. Ensure residents are educated and prepared for hazardous events.</b>					
<b>Pursue training and education initiatives for staff and residents.</b>					
Implement the Life Safety Initiative “Turn Around and Don’t Drown” program to educate residents to avoid flood areas.	Town of Mesilla	M		Doña Ana County	
Pursue wildfire education and outreach efforts.	Town of Mesilla	M			



## ***Community & Economic Development Department***

P.O. Box 10, Mesilla, NM 88046  
Phone: (575) 524-3262 ext. 104  
Fax (575) 541-6327  
E-mail: mesillaced@mesillanm.gov

---

---

### MEMORANDUM

---

---

**TO: MAYOR HERNANDEZ**  
**FROM: EDDIE SALAZAR – COMMUNITY & ECONOMIC DEVELOPMENT DEPT**  
**SUBJECT: ACTIVITY REPORT – SEPTEMBER 2025**  
**DATE: OCTOBER 7, 2025**

#### **Registered Business(es):**

**BUSINESS LICENSE #1412** – 2515 Snow Rd, submitted by Melissa Harris. Request approval for a Home Occupation business license. Wondering Waterhole is a mobile bar service (no alcohol) already established in Las Cruces. Looking to expand its services in Mesilla. ZONE: Rural Farm (RF).

#### **Zoning/Sign Permit(s):**

**PZHAC CASE #062045** - 2270 Calle de Principal, submitted by Basilica de San Albino. Requesting approval to expand public bathroom (addition). ZONE: Historical Residential (HR).

**PZHAC CASE #062048** – 2825 Boldt St., Submitted by Brad Shuster. Resident is asking permission to install roof mounted solar panels on his home. ZONE: Historic Residential (HR).

**PZHAC CASE #062052** - 2488 Calle de Guadalupe, submitted by Inna Chavez, Historic Enterprises LLC. Requests approval to replace front yard gravel and replace with pavers. ZONE: Historical Commercial (HC).

**SUBDIVISION CASE #062053** - 1560 Calle de El Paso, submitted by Raul & Maria Rodriguez. Requesting approval to subdivide their property. ZONE: Residential Agricultural (RA).

#### **ADMINISTRATIVE APPROVED**

**CASE# 062051** – 1660 W. Boutz Rd, submitted by Smith & Ramirez Roofing. Requesting approval for a complete re-roof on primary structure. ZONE: Rural Farm. (RF)

#### **SPECIAL USE PERMIT(s)**

N/A

**VARIANCE(s)**

**BOA CASE# 062050** – Christina DiMateo, requesting approval for a variance on her 4.903 acres in RF zone. Requesting approval to allow to be a legally conforming lot to build a primary residence. As per Mesilla code 18.85.060(A)-Variances Involving Minor Deviations. ZONE: Rural Farm (RF).

**Projects**

<b>SEPTEMBER 2025 ASSESSOR'S REPORT</b>							
PERMIT	ISSUEE	ADDRESS	DAC ACCOUNT #	BLDG CODE	EVAL COST	FEE	DESCRIPTION
062045	BASILICA DE SAN ALBINO	2270 CALLE DE PRINCIPAL	R0400283	ADC	\$68,758.28	\$1,064	ADDITION/BATHROOM
062048	BRAD SHUSTER	2825 BOLDT ST	R0401039	RSO	\$11,728.00	\$198.50	RESIDENTIAL SOLAR PANELS
062051	MONICA VELASQUEZ	1660 W BOUTZ	R0401219	RR	\$77,000	\$1,096	RESIDENTIAL RE-ROOF
062052	IRMA CHAVEZ	2488 CALLE DE GUADALUPE	R0400531	MI	\$2,500	\$95	LANDSCAPE PAVERS ON PATIO



# TOWN OF MESILLA

Public Works Department

P.O. Box 10, Mesilla, New Mexico 88046

Office: (575) 524-3262

Fax: (575) 541-6327

## MEMORANDUM

Date: October 7, 2025

TO: Mayor Hernandez and Board of Trustees

FROM: Lorenzo Astorga , Public Works Director

RE: **Public Works Department Activity Report – September 2025.**

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

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

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

Set up and the cleanup of the Fiesta (plaza)

Participated in the Mesilla Clean up day

New Water services- Calle Paisano

Repaired damaged Fire hydrant( Union) pending part arrival

Prepping Community Center park ( fixing and repairing sprinklers and adding more

irrigation for new landscaping)

Installed 20 mph speed limit sign on Boutz  
Filled in Asphalt patch on Locations of new water  
services: Glass Rd  
Clean up and trash removal  
Filled in Several Pothole Called in by Residents

Lead and Cooper Inventory Per NMED

Major weed eradication on Calle del Norte Trail, La Llorona Park, Calle El Paso Trail Boutz road and Bowman

Fountain maintenance

Flushed Mercado district

**Project update:**

Calle Del Norte Multi-use Path Phase 3 (FY2024 TPF ) - Pre con meeting is scheduled for October 17, 2025. Updates available soon.

