



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

MONDAY, JUNE 08, 2026

~ 6:00 P.M.~

AGENDA

- 1. PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL & DETERMINATION OF A QUORUM**
- 3. APPROVAL OF THE AGENDA**
- 4. APPROVAL OF CONSENT AGENDA:**
 - a) BOT MINUTES – Minutes of BOT, May 26, 2026**
- 5. STAFF UPDATES & COMMENTS**
- 6. PUBLIC INPUT ON CASES – The public is invited to address the Board as allowed the chair.**
- 7. NEW BUSINESS**
 - a) PZHAC CASE #062130 – 2134 Calle de Principal, submitted by Eric Walkinshaw. Requesting approval to renovate an existing accessory building on property. ZONE: Historical Residential (HR).**
 - b) PZHAC CASE #062135 – 2226 #B Calle de Guadalupe, submitted by Casa Otro. Requesting approval to install a sign on a pre-existing projecting bracket. ZONE: Historical Commercial (HC).**
 - c) DISCUSSION: Upcoming Public Hearings & Ordinance Updates (6/22/2026)**
 - Nuisance – Public Hearing Officer**
 - Nuisance – Noise**
 - PZHAC Terms & Pay**
 - Public School Building Fees**
 - Utility Fees Review**
 - d) DISCUSSION: Land Split Prior to Subdivision Codification**
 - e) DISCUSSION: Update on Municipal Court**
 - f) APPROVAL: Court Records Listings & Remaining Procedures**
 - g) APPROVAL: USDA Wildlife Agreement**
 - h) APPROVAL: NM COOP Marketing Agreement**
 - i) APPROVAL: NM Historic Sites Lease Agreement**
 - j) APPROVAL: Resolution 2026-27 Budget Adjustment 4th Quarter**
- 8. PUBLIC INPUT – The public is invited to address the Board as allowed by the chair.**

9. BOARD OF TRUSTEE COMMITTEE REPORTS & COMMENTS

10. ADJOURN

NOTICE

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

Posted **06.5.2026** 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, Lucky's Food Mart 2290 Avenida de Mesilla, Ristramn 2531 Ave de Mesilla, the U.S. Post Office 2253 Calle de Parian, and Mesilla Park Recreation Center 304 Bell Ave.

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



Town of Mesilla, New Mexico

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

TUESDAY MAY 26, 2026

~ 6:00 P.M.~

(MINUTES)

TRUSTEES Russell Hernandez, Mayor
Stephanie Johnson-Burick, Mayor Pro Tem
Biviana Cadena, Trustee
Veronica Garcia, Trustee
Gerard Nevarez, Trustee

STAFF Sgt Lourdez Hernandez, Marshal
Lorenzo Astorga, Public Works Director
Greg Whited, Fire Chief
Eddie Salazar, Econ & Com Development Director
Gloria S Maya, Town Clerk/Treasurer

PUBLIC Christopher Stephens Trina Witter
Cormac McMahan Pat Taylor
Andrea Bryan Beverly Estrada
Greg Lester Clint Snow
Crystal Whited Virginia Martin

BOARD OF TRUSTEES (BOT)

TOWN OF MESILLA

REGULAR MEETING MINUTES

Town Hall Council Chambers
2231 Avenida de Mesilla
Mesilla, New Mexico 88046

May 26, 2026 – 6:00 P.M.

1. PLEDGE OF ALLEGIANCE

Mayor Russell Hernandez called the meeting to order and led those present in the Pledge of Allegiance.

2. ROLL CALL & DETERMINATION OF A QUORUM

Town Clerk/Treasurer Gloria Maya called roll.

Present:

- Mayor Russell Hernandez
- Mayor Pro Tem Stephanie Johnson-Burick
- Trustee Veronica Garcia
- Trustee Bibiana Cadena
- Trustee Timothy Nevarez

A quorum was established.

Staff Present:

- Gloria Maya, Town Clerk/Treasurer
 - Eddie Salazar, Community & Economic Development Director
 - Lorenzo Astorga, Public Works Director
 - Greg Whited, Fire Chief
 - Ben Ascarate, Marshal Department
-

3. APPROVAL OF THE AGENDA

Motion: Trustee Nevarez moved to approve the agenda as presented.

Second: Mayor Pro Tem Johnson-Burick.

Vote: Approved unanimously.

4. APPROVAL OF CONSENT AGENDA

Items included:

- a. BOT Minutes – May 11, 2026
- b. Purchase Requisition – Desert Peaks Architects – Town Hall Project
- c. Purchase Requisition – Molzen Corbin – Paisano Road Improvements
- d. Purchase Requisition – APIC Solutions – Community Center Security
- e. Purchase Requisition – Souder, Miller & Associates – Mesilla Water Tank & Well
- f. Purchase Requisition – Alpha Southwest – Colonias Emergency Funding Project
- g. Purchase Requisition – Souder, Miller & Associates – Parque Conmemorativo
- h. Purchase Requisition – CES – Signage Construction

Motion: Mayor Pro Tem Johnson-Burick moved to approve the Consent Agenda.

Second: Trustee Cadena.

Vote: Approved unanimously.

5. PRESENTATIONS

A. PROCLAMATION – PUBLIC WORKS WEEK

Mayor Hernandez read a proclamation recognizing National Public Works Week and acknowledged the contributions of the Public Works Department in maintaining infrastructure, utilities, facilities, parks, streets, and community services throughout the Town.

The Board expressed appreciation to Public Works staff for their dedication and service.

B. PROCLAMATION – HISTORIC PRESERVATION WEEK

Mayor Hernandez read a proclamation declaring Historic Preservation Week in Mesilla and recognized ongoing preservation efforts within the Town.

Special recognition was given to Historic Preservation staff and volunteers involved in preservation programming and activities.

Mayor Hernandez highlighted ongoing efforts at the Historic Blacksmith Shop and recognized the importance of preserving Mesilla's unique historic and cultural resources.

C. PROCLAMATION – PALACIO BAR 90TH ANNIVERSARY

Mayor Hernandez presented a proclamation recognizing Palacio Bar's 90 years of continuous operation in Mesilla.

The proclamation honored the Salcido and Chavez families and recognized Palacio Bar's significance as a longstanding community institution and historic landmark.

Trustees congratulated the owners and family members present.

D. SOCIAL MEDIA / WEBSITE STATISTICS

Mayor Hernandez presented social media and website analytics for Town outreach efforts.

Discussion included:

- Facebook engagement statistics.
- Website traffic reports.
- Promotion of community events.
- Visitor interaction metrics.
- Growth in public engagement through digital platforms.

Mayor Hernandez noted the importance of maintaining strong communication with residents and visitors through social media and the Town website.

6. STAFF UPDATES & COMMENTS

Marshal Department – Ben Ascarate

Marshal Department representatives reported:

- Successful participation in the Ride of Silence event.
- Graduation of student interns.
- Summer adjustments for School Resource Officers.
- Approximately 280 calls for service during April.
- Increased patrols and traffic enforcement activities.
- Continued community outreach initiatives.
- Participation in upcoming "Fish With A Cop" activities.

Discussion followed regarding speeding concerns along University Avenue and additional traffic enforcement efforts.

Fire Department – Chief Greg Whited

Chief Whited reported:

- Graduation of department personnel from the State Fire Academy.
- Recruitment efforts for volunteer firefighters.
- Participation in school and community outreach programs.
- Smoke detector distribution efforts.
- Community Connect enrollment.
- Mutual aid responses and emergency service activities.

Trustees discussed smoke detector placement, program eligibility, and public education efforts.

Chief Whited explained that the detectors contain sealed ten-year batteries and are intended to improve life safety throughout the community.

Public Works Department – Lorenzo Astorga

Public Works Director Lorenzo Astorga provided an update on departmental operations.

Mr. Astorga reported on:

- Routine roadway maintenance.
- Facility maintenance activities.
- Irrigation and landscaping work.
- Ongoing infrastructure improvement projects.
- Coordination with contractors and engineers.
- Support for Town events and facilities.

Trustees thanked Public Works personnel for their continued efforts and recognized the department during Public Works Week.

Community & Economic Development – Eddie Salazar

Community & Economic Development Director Eddie Salazar provided updates regarding:

- Historic Preservation Week activities.
- Historic Blacksmith Shop programming.
- Tourism promotion efforts.
- Community event planning.
- Economic development initiatives.
- Business outreach and support activities.
- Grant opportunities and regional partnerships.

Mr. Salazar discussed efforts to promote Mesilla's historic character, local businesses, and cultural attractions through marketing and community engagement initiatives.

Finance Department – Gloria Maya

Ms. Maya provided budgetary and financial updates associated with current fiscal year operations and upcoming budget preparation activities.

7. PUBLIC INPUT ON CASES

No formal public input on cases was presented.

8. OLD BUSINESS

A. Approval – Doña Ana County All Hazard Emergency Operations Plan

Mayor Hernandez presented the updated Emergency Operations Plan for consideration.

Discussion focused on emergency preparedness, interagency coordination, and response planning.

Motion: Trustee Nevarez

Second: Trustee Cadena

Vote: Approved unanimously.

B. Discussion – Preliminary FY 2026-2027 Budget (Amended)

Mayor Hernandez and staff reviewed proposed amendments to the Preliminary FY 2026-2027 Budget.

Discussion included:

- Revenue projections.
- Operational expenditures.
- Capital improvement funding.
- Grant revenues.
- Infrastructure projects.

Trustees discussed budget priorities and funding allocations.

C. Approval – Preliminary FY 2026-2027 Budget (Amended)

Motion: Trustee Nevarez

Second: Trustee Cadena

Vote: Approved unanimously.

9. NEW BUSINESS

A. Motion to Reconsider PZHAC Case #062127

Trustees discussed reconsideration of permit fees associated with the Las Cruces Public Schools Technical Education Center project.

Discussion centered on prior practices, municipal code language, fee waivers for public entities, and precedent-setting concerns.

Motion: Trustee Garcia

Second: Trustee Cadena

A condition was proposed to waive permit fees.

Motion on Condition: Trustee Garcia

Second: Trustee Cadena

Roll Call Vote on Condition:

- Garcia – Yes
- Cadena – Yes
- Johnson-Burick – No
- Nevarez – No
- Hernandez – Yes

Motion Passed 3-2.

The original motion as amended was then considered.

Roll Call Vote:

- Johnson-Burick – No
- Cadena – Yes
- Garcia – Yes
- Nevarez – No
- Hernandez – Yes

Motion Passed 3-2.

B. Reconsideration of PZHAC Case #062127

The Board formally approved reconsideration and waiver of fees associated with the project pursuant to the action taken above.

C. Casa Peregrinos Pop-Up Event Dates

Mayor Hernandez reviewed upcoming Casa Peregrinos food distribution events scheduled at the Community Center.

Dates discussed included:

- June 17
- July 15
- August 19
- September 16

Residents were encouraged to participate.

No action required.

D. University Avenue Updates

Mayor Hernandez provided an extensive update regarding the University Avenue project and recent NMDOT public meeting.

Discussion included:

- Lighting concerns.
- Drainage concerns.
- Privacy impacts to adjacent homeowners.
- Historic preservation issues.
- Trail enhancement opportunities.
- Resident complaints.
- Future public meetings.
- Potential grant funding opportunities.

Trustees Garcia, Cadena, Nevarez, and Mayor Pro Tem Johnson-Burick discussed resident concerns at length.

Public comments emphasized:

- Property damage.
- Safety concerns.
- Privacy concerns.
- Historic preservation compliance.
- Lighting impacts.

Mayor Hernandez committed to continued coordination with residents, NMDOT, and state and federal agencies regarding project concerns.

E. Discussion – Municipal Boundary Legislation Proposal

Mayor Hernandez presented a legislative proposal intended for consideration by the New Mexico Municipal League.

Discussion centered on:

- Municipal boundary adjustments.
- Annexation limitations.
- Small municipality growth opportunities.
- Legislative process considerations.
- Potential impacts on Mesilla and surrounding areas.

Trustees discussed concerns regarding municipal growth, boundary protection, and possible future implications.

F. Resolution 2026-26 – Municipal Boundary Legislation Proposal

Motion: Trustee Nevarez

Second: Mayor Hernandez

Roll Call Vote:

- Nevarez – Yes
- Garcia – No
- Cadena – Yes
- Johnson-Burick – No
- Hernandez – Yes

Motion Passed 3-2.

G. Approval – Querencia Mi Mesilla Volunteer Support for Blacksmith Property

Mayor Hernandez presented a request for volunteer assistance to stabilize the rear wall of the Historic Blacksmith Property.

Estimated material costs were discussed.

Motion: Trustee Nevarez

Second: Trustee Cadena

Vote: Approved unanimously.

H. Approval – iWorQ Asset Management Proposal

Discussion focused on implementation of the iWorQ asset management system.

Topics included:

- Annual subscription costs.
- Engineering setup costs.
- Asset tracking capabilities.
- Infrastructure management benefits.

Motion: Mayor Pro Tem Johnson-Burick

Second: Trustee Garcia

Vote: Approved unanimously.

I. Resolution 2026-25 – Fourth Quarter BAR

Motion: Mayor Pro Tem Johnson-Burick

Second: Trustee Cadena

Vote: Approved unanimously.

10. PUBLIC INPUT

Ms. Beverly Estrada addressed the Board regarding the University Avenue project.

Ms. Estrada discussed:

- Historic preservation compliance.
- Section 106 review requirements.
- Federal undertaking agency involvement.
- Privacy impacts.
- Property damage concerns.
- Lighting concerns.
- NMDOT responsiveness.
- Requests for Town support and accountability.

Additional residents expressed concerns regarding privacy, safety, and project impacts affecting properties adjacent to University Avenue.

11. BOARD OF TRUSTEE COMMITTEE REPORTS

Trustees reported on attendance at MPO/NPO meetings, preservation activities, foundation meetings, community events, and University Avenue meetings.

12. BOARD OF TRUSTEE COMMENTS

Trustees discussed:

- Resident concerns.
 - Community outreach.
 - Public Works Week recognition.
 - Community garden activities.
 - University Avenue concerns.
 - Regional transportation planning activities.
-

MAYOR'S COMMENTS

Mayor Hernandez reported on:

- Community beautification projects.
 - Clean & Beautiful grant activities.
 - Colonias grant awards totaling approximately \$3.2 million.
 - Water well construction funding.
 - Fire hydrant replacement projects.
 - NMDOT coordination efforts.
 - Municipal League activities.
 - Workforce Development meetings.
 - OSHA compliance review.
 - Nuisance ordinance updates.
 - Upcoming community meetings and conferences.
-

ADJOURNMENT

There being no further business before the Board, Mayor Hernandez adjourned the meeting at 9:07 p.m.

APPROVED:

Russell Hernandez, Mayor

ATTEST:

Gloria Maya
Town Clerk/Treasurer

**BOARD ACTION FORM
AGENDA DATE**

PZHAC: 6/1/2026

BOT: 6/8/2026

**DAC ACCOUNT #R0400243
BLDG CODE – RN
EVALUATION COST- \$20,000
FEE - \$259.50**

PZHAC CASE #062130 – 2134 Calle de Principal, submitted by Eric Walkinshaw. Requesting approval to renovate an existing accessory building on property. ZONE: Historic Residential (HR).

BACKGROUND AND ANALYSIS:

Mr. Walkinshaw has submitted a request to renovate an existing accessory adobe building on his property. At this time, the shed is in poor condition and would like to redo the roof, adobe, stucco and repaint.

The roof parapet 8". The wooden roof overhang rafters are rotten and will be replaced. Porch over main door will be redone with natural galvanized corrugated steel. A new door will be installed under and a door is to be replaced with a window approximately the same width.

A guest window on the same side will be reduced to 12"x12". A window on the west side will be removed. An existing door will be replaced with a utility door next to this window (see attached).

The accessory building design and color will be matching the other buildings on the property.

IMPACT:

- The PZHAC has jurisdiction to recommend approval of the applicant's request for approval of this request to the BOT.
- The applicant has the authority to make an application request to the PZHAC and BOT.
- The applicant has the authority to appeal the decision from PZHAC to BOT.

ALTERNATIVES:

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

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

DEPARTMENT COMMENTS:

- MTC 18.35.060(I) Architectural Styles & Design Standards met
- This project was previously reviewed by Mesilla Community Development Dept. An overall review of these plans were approved by PZHAC on August 2, 2014.
- CID permit needs to be obtained if necessary
- Permit will be issued to applicant which will coordinate construction of the project.

SUPPORTING DOCUMENTS

- Elevations
- Conceptual Plans drawn
- Proof of Ownership
- Identification
-

DETERMINATION NOTES

-Approved 4-0, only condition, door needs to match the other door design.



TOWN OF MESILLA

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

mesillaced@mesillanm.gov

2026 ZONING PERMIT APPLICATION

Review Fee \$	_____
Permit Fee \$	_____
Penalty Fee \$	_____
Extension Fee \$	_____
TOTAL FEE \$	290.50

Name of property owner <u>ERIC WALKINSHAW</u>		Worksite Address <u>2134 Calle de Principal</u>	
ID/ID# [REDACTED]		Mailing Address [REDACTED]	
Phone <u>575-932- [REDACTED]</u>	Email <u>[REDACTED]@gmail.com</u>	Dona Ana County Account # <u>Ro 400243</u>	
Contractor <u>SELIZ</u>	Mailing Address <u>SAME AS ABOVE</u>	Phone <u>575-932-2521</u>	License # <u>N/A</u>
Description of Proposed work <u>NEW DOORS/WINDOWS RAISE PARAPET; REPAIR BATHROOM ROOF - (INSTALL) COMPLETED ROOF - REPAIR ROOF OVERCHANGE (PIC #3); CONSTRUCT CORRUGATED METAL ROOF COVERED PORCH (PIC #4 & #6); 3 RESURFACED BLDG MATCHING EXISTING COLOR. THIS IS PHASE ONE WORK.</u>			
Evaluation Cost \$ <u>\$20,000 (EST.)</u>	Signature of Applicant <u>[Signature]</u>		Date <u>5-20-26</u>

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

- Site Plan with legal description to show existing structures, adjoining streets, driveway(s), improvements & setbacks. Verification shall show that the lot was LEGALLY subdivided through the Town of Mesilla or that the lot has been in existence prior to March 14, 1972.
- Foundation Plan, new construction in full size drawings
- Floor Plan, showing rooms, their uses and with dimensions
- Cross section walls
- Roof Plan and floor framing plan
- Electrical Plans
- Plumbing Plans
- Elevations, details of architectural style and color scheme (checklist for Historic Zones)
- Drainage plans (commercial)

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

OFFICE USE ONLY

Reviewed by: Public Works	<u>[Signature]</u> Lorenzo Astorga (May 22, 2026 14:41:49 MDT)	Date	<u>[Signature]</u> Lorenzo Astorga (May 22, 2026 14:41:49 MDT)
Fire Department	<u>[Signature]</u> Greg Whitard	Date	<u>[Signature]</u> Greg Whitard
NM CID	<u>[Signature]</u> Thomas Maaso Thomas Maaso (May 20, 2026 15:04:37 MDT)	Date	<u>[Signature]</u> Thomas Maaso
Community Development	<u>[Signature]</u> Lara Aguirre (May 20, 2026 08:32:11 MDT)	Date	<u>[Signature]</u> Lara Aguirre (May 20, 2026 08:22:11 MDT)
Date(s) Approved: _____ Administrative	<u>[Signature]</u> PZHAC	BOT	<u>[Signature]</u> CID

COMMENT(S) _____

2025 NOTICE OF VALUE



OFFICE OF THE DOÑA ANA COUNTY ASSESSOR
EUGENIA (GINA) MONTROYA ORTEGA, ASSESSOR
 845 N. Motel Blvd. • Las Cruces, NM 88007
 Phone (575) 647-7400 or Toll Free 1-877-827-7200
 Fax (575) 525-5538 • Website: www.donaanacounty.org

THIS IS THE ONLY NOTICE OF VALUE YOU WILL RECEIVE UNLESS YOU ARE THE OWNER OF PERSONAL PROPERTY OR TAXABLE LIVESTOCK FOR ASSISTANCE. CALL (575) 647-7400, BETWEEN THE HOURS OF 8:00 AM - 5:00 PM MONDAY-FRIDAY.

THIS IS NOT A TAX BILL

Property Listed and Valued as of January 1, 2025
 THIS VALUE WILL BE A FACTOR IN DETERMINING YOUR 2025 PROPERTY TAX BILL

RETAIN THIS PORTION FOR YOUR RECORDS

NOTICE OF VALUE

59306*124**G60**0.4935**1/1*****AUTO**5-DIGIT 88021
 WALKINSHAW ERIC JOEL TRUSTEES

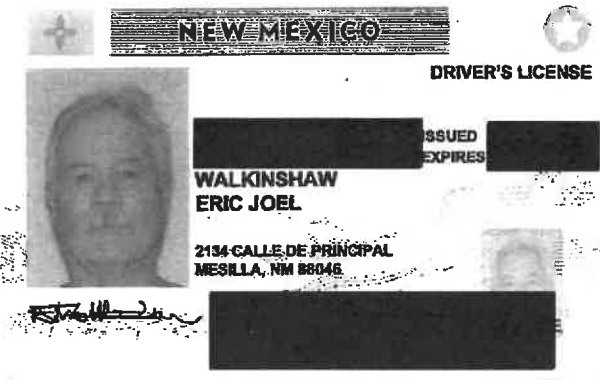


Official Mailing Date
 May 1, 2025

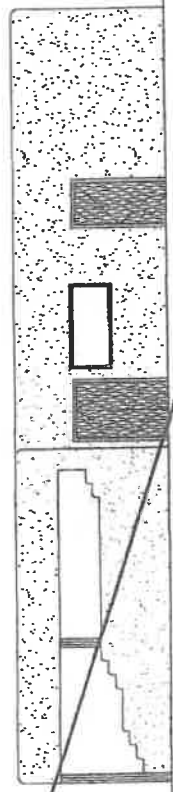
Protest Deadline
 June 2, 2025

Account Number
 [REDACTED]

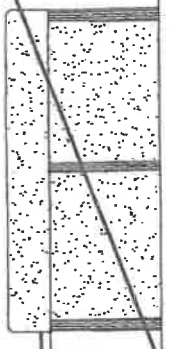
Area ID 2DIN_R	NET TAXABLE VALUES WILL BE ALLOCATED TO THE GOVERNMENTAL UNITS IN SCHOOL DISTRICT.	Tax Year 2025	Parcel No. [REDACTED]	Property Class RESIDENTIAL	
Property Location: 2134 CALLE DE PRINCIPAL Mesilla 88046					
Property Legal Description: S: 25 T: 23S R: 1E BRM 11A TR 77A, INSTRUMENT #2315477					
2024 (Previous Year's) Property Value and Tax Information These values reflect analysis of 2023 market value		2025 (Current Year's) Property Value Information These values reflect analysis of 2024 market value			
		TAXABLE VALUE	PROPERTY CLASS Residential Land Residential Improvement	UNITS/AREA 1	FULL VALUE TAXABLE VALUE
Previous Year's Taxable Value	\$66,848	Current Year's Full Value	[REDACTED]		
Previous Year's Exemption Value	(\$2,000)	Current Year's Taxable Value	[REDACTED]		
		Head of Family			
Previous Year's Net Taxable	\$64,848	Current Year's Net Taxable	[REDACTED]		
* Residential valuation limitation (NMSA 7-36-21.2) may apply to residential properties only.					



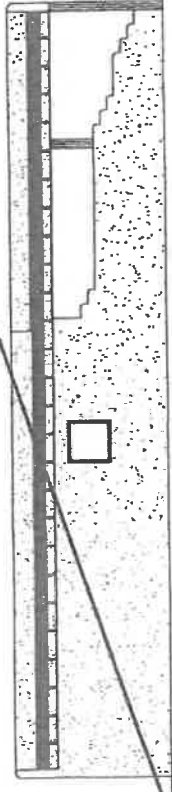
1 2 3 4 5



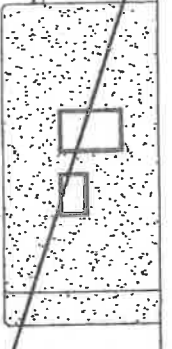
1 FRONT ELEVATION
1/4" = 1'-0"



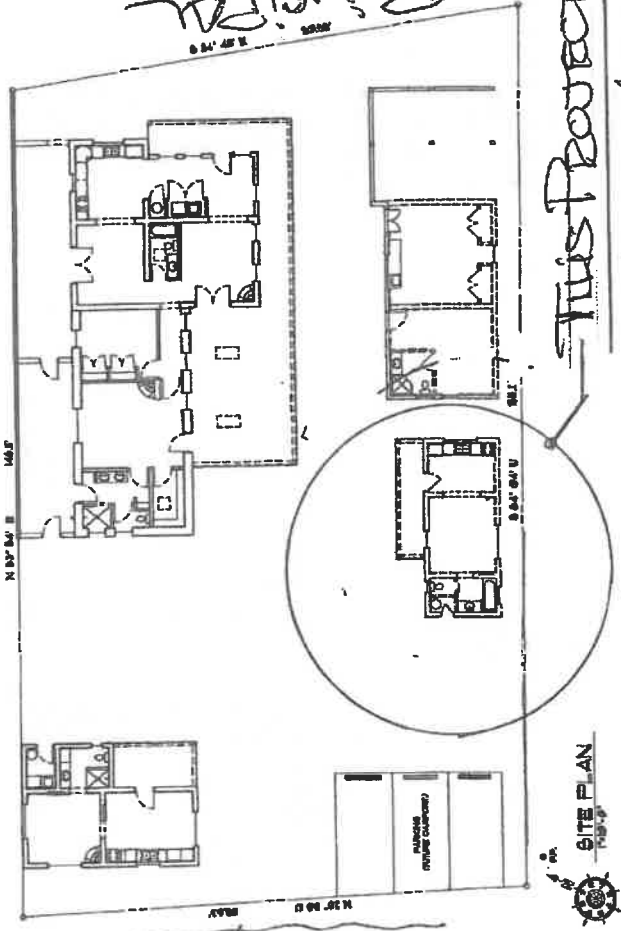
3 LEFT ELEVATION
1/4" = 1'-0"



2 REAR ELEVATION
1/4" = 1'-0"



4 RIGHT ELEVATION
1/4" = 1'-0"



SITE PLAN
1/8" = 1'-0"

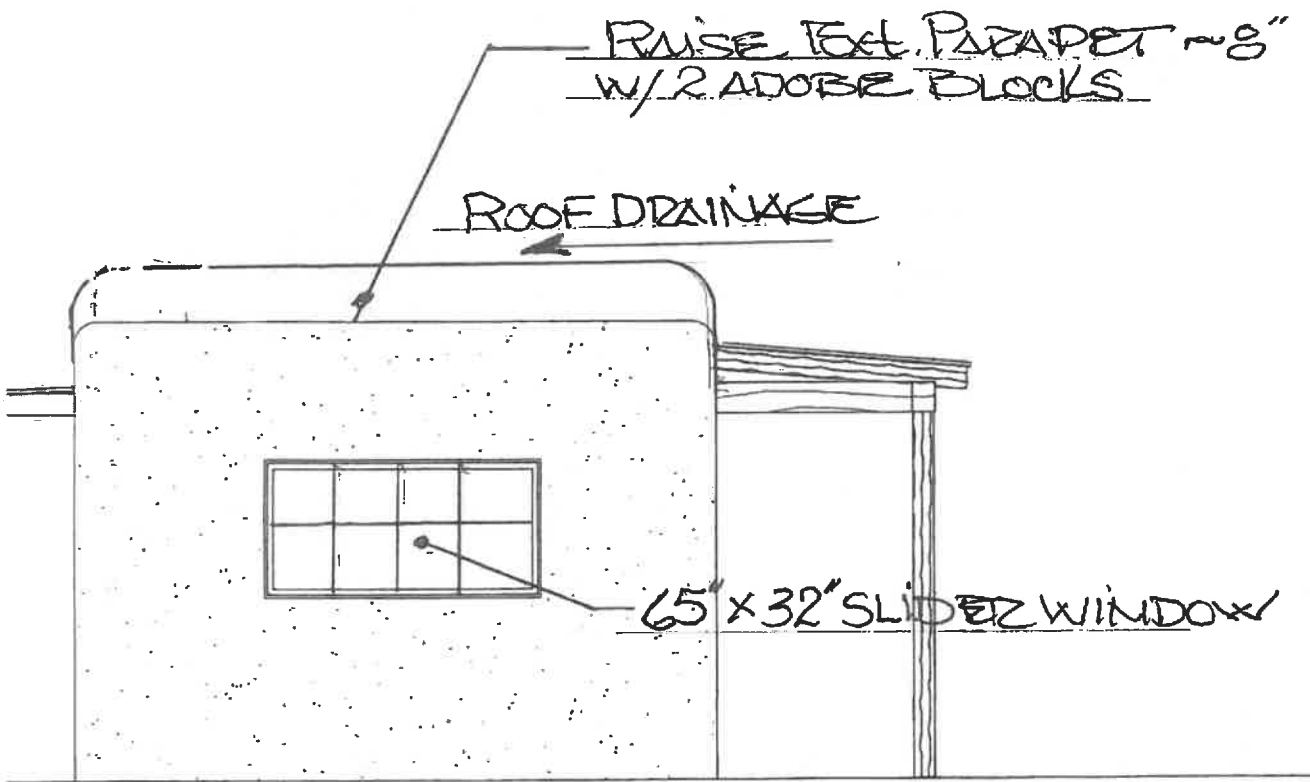
MISILLA HOME & GUEST HOUSE
RENOVATIONS
284 CALLE PRINCIPAL
MISILLA, NEW MEXICO
OWNER: BRIG & CATHERINE
WALKERSHAW

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO FIELD VERIFICATION.
CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS.

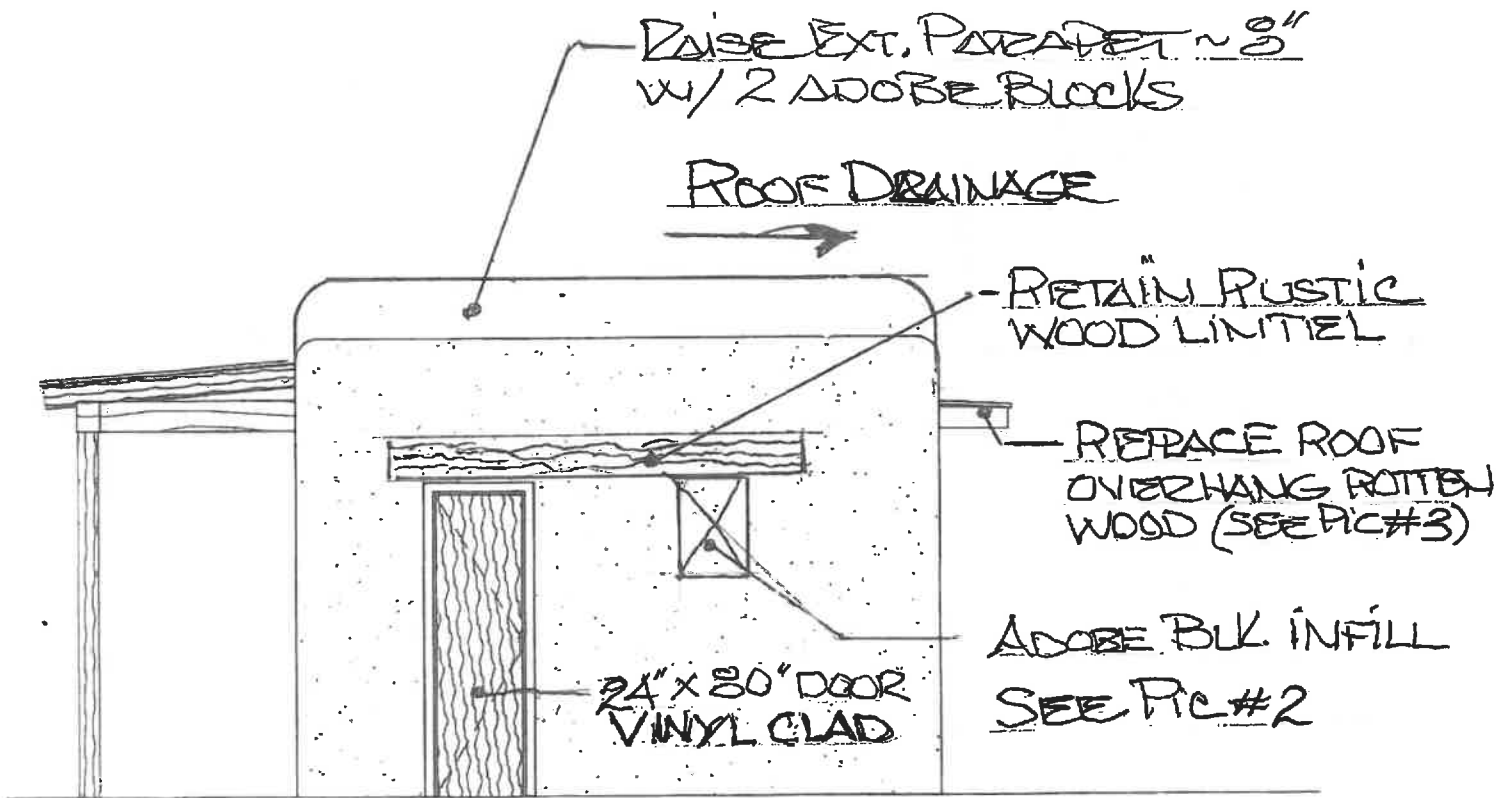
PROJECT NO.	2018-001
DATE	08/15/18
DESIGNER	J. WALKER
SCALE	AS SHOWN
DATE	08/15/18
BY	J. WALKER
CHECKED BY	J. WALKER
DATE	08/15/18

ELEVATIONS
GARAGE

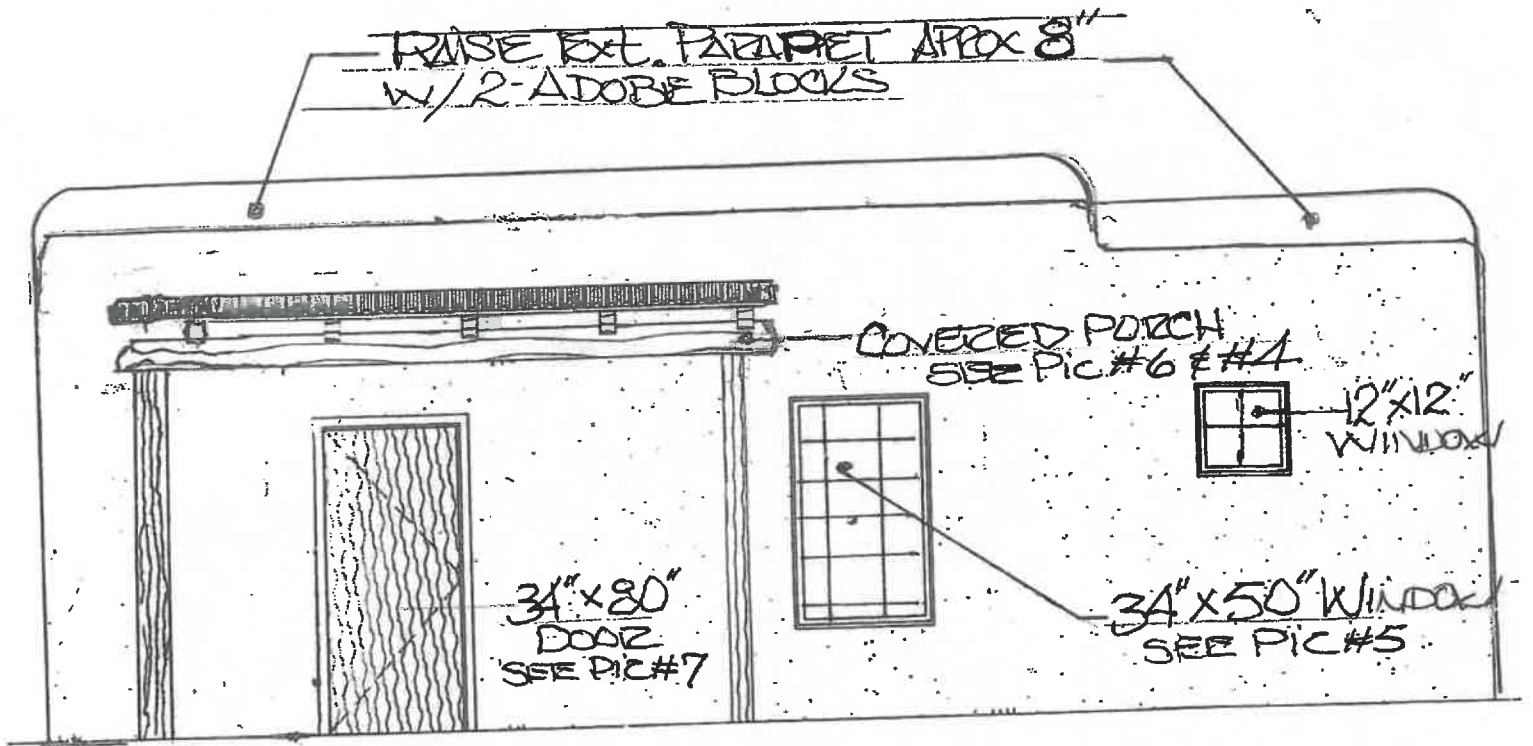
Sheet B A-203



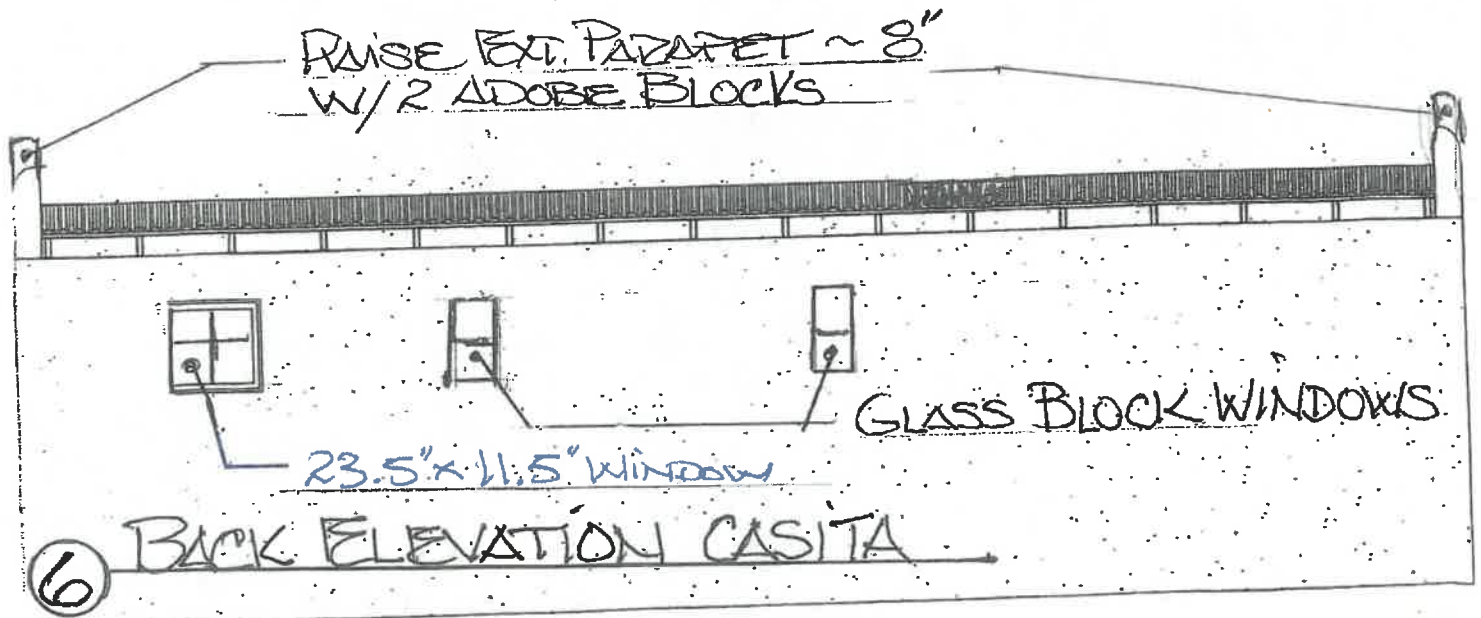
7 LEFT ELEVATION CASITA
 1/4" = 1'-0"



8 RIGHT ELEVATION CASITA



5 FRONT ELEVATION CASITA (SEE PIC #1)
 1/4" = 1'-0"



Pic #1



34" x 80" Door
Pic #17

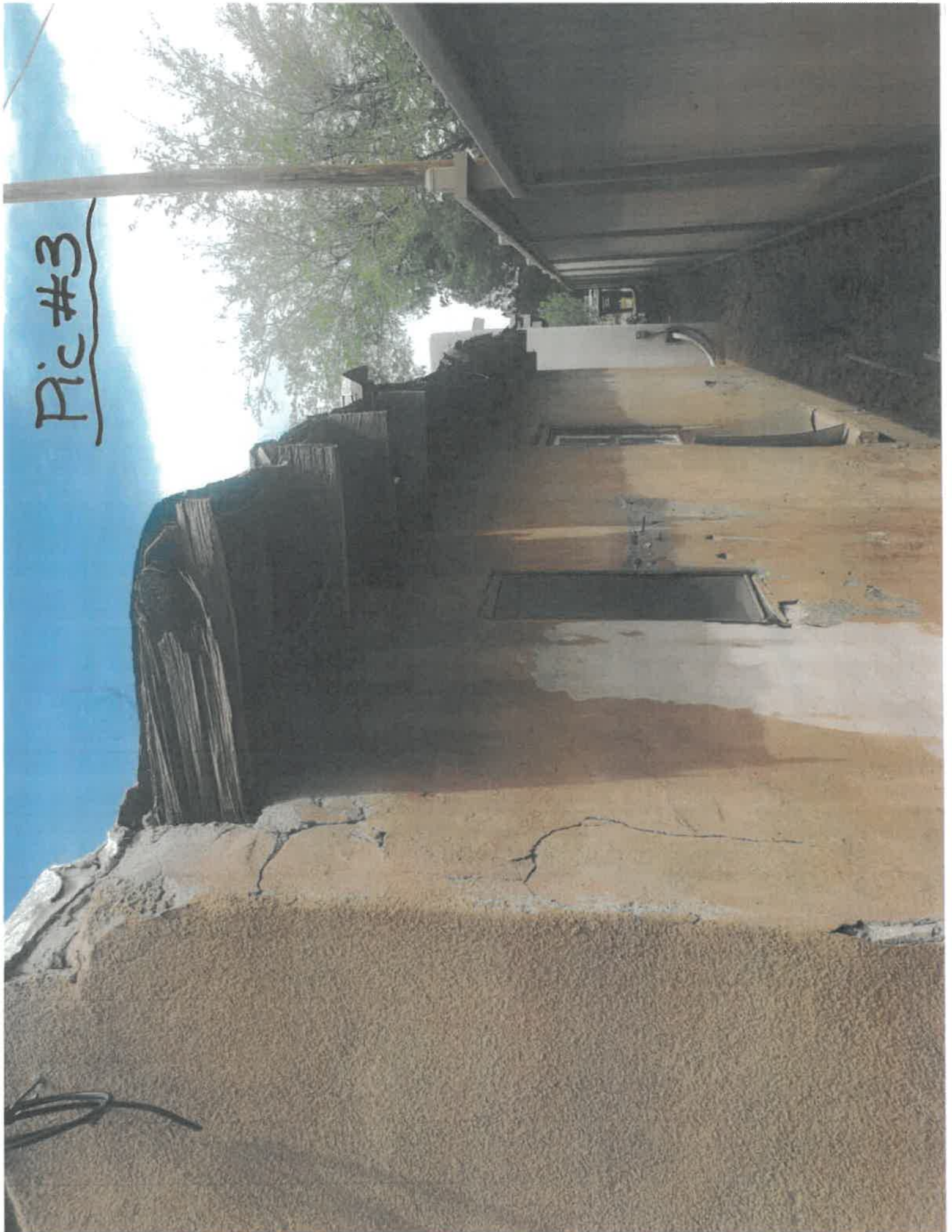
ADOPTEE BILK
IN FULL

34" x 50"
Window
Pic #15

12" x 12"

18" x 18" Glass
pane window

Pic #3



Pic #4





Pic#5

Pic#7





Pic #4

**BOARD ACTION FORM
AGENDA DATE**

PZHAC: 6/1/2026

BOT: 6/8/2026

**DAC ACCOUNT #R0400289
BLDG CODE – SIGN
EVALUATION COST- \$N/A
FEE - \$15**

PZHAC CASE #062134 – 2226 #B Calle de Guadalupe, submitted by Casa Otro. Requesting approval to install a sign on a pre-existing projecting bracket. ZONE: Historic Commercial (HC).

BACKGROUND AND ANALYSIS:

Mr. Nathan Smith, owner of Casa Otro is requesting approval to install a sign on an existing projecting bracket at his business. The sign dimensions are 28”W x 16”H x 4”D and made out of metal with interior lighting. The light will be compatible with our light pollution ordinance and emitting out from carved letters on the face of the sign that read, “Casa Otro.”

IMPACT:

- The PZHAC has jurisdiction to recommend approval of the applicant’s request for approval of this request to the BOT.
- The applicant has the authority to make an application request to the PZHAC and BOT.
- The applicant has the authority to appeal the decision from PZHAC to BOT.

ALTERNATIVES:

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

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

DEPARTMENT COMMENTS:

- Sign made out of sheet metal
- Light shall be yellow with minimal lumens
- Mounted on existing bracket
- MTC 18.65.150 – meet all requirements; 7’ clearance, max 8 sqft size, no more than 4 ft projecting from the wall
- Color and design meet design standards

SUPPORTING DOCUMENTS

- Online Application
- Picture
- Measurements
- Street View

DETERMINATION NOTES

Approved 3-2
-2 commissioners felt the sign was too modern and not meet the same design of the plaza



Edward Salazar <mesillaced@mesillanm.gov>

New Entry: Sign Permit

1 message

Town of Mesilla <mesillaced@mesillanm.gov>
To: mesillaced@mesillanm.gov

Wed, May 20, 2026 at 11:21 AM

Application Date:

05/20/2026

Name of Business

Casa Otro

Name of Applicant

Nathan Smith

Address of Business

2226B Calle de Guadalupe
Mesilla, NM
88046
US

Address of Applicant

2226A Calle de Guadalupe
Mesilla, NM
88046
US

Phone

+16465081252

Alternate Telephone Number

+15756406540

File Upload

 Casa-Otro-Sign-Application.pdf

Sent from [Town of Mesilla](#)

Casa Otro Sign Application

Dimensions- 28" wide x 16" tall x 4" deep

Lettering- Eskapade Fraktur Regular (as seen in picture below)

Shape- Rectangular box

Material- Steel and either glass or plexiglass

Texture- The sign will be coated in a gloss clearcoat

Colors/Finish- Traditional steel patina including some rust oranges, browns, greys and subtle greens on the box. Warm orange/yellow light



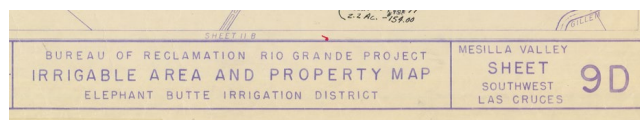
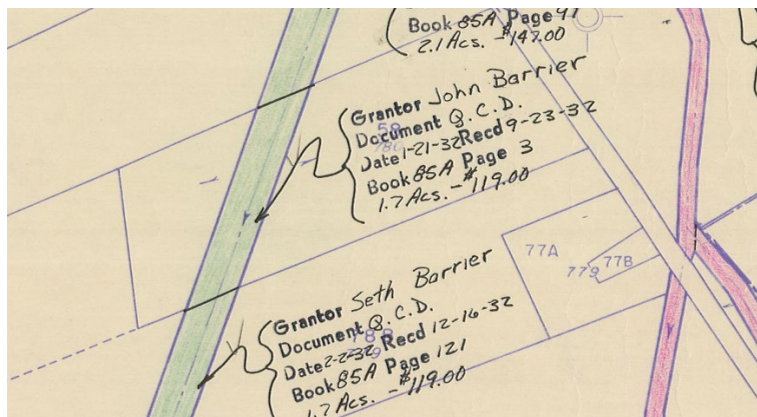


June 1, 2026

Doña Ana County Assessor's Office,

The Doña Ana County Assessor's parcel map currently shows two separate tracts of land under a single account number (R0400058). These two tracts were originally one contiguous parcel prior to a conveyance by a former owner, John Berrier. Mr. Berrier conveyed a portion of land located within the Mesilla Drain to the United States Bureau of Reclamation by quitclaim deed recorded September 23, 1932, in Book 85A, Page 3, Doña Ana County Records.

This conveyance created a physical separation within the original tract, resulting in two distinct pieces of land—one lying east of the Mesilla Drain and the other lying west of it. Both separated tracts remained under the ownership of Mr. Berrier following the 1932 conveyance.



The current property owner is requesting that each of these non-contiguous tracts be assigned its own tax account number.



Executive Summary

To: Board of Trustees
From: Russell Hernandez, Mayor
Date: For Regular Meeting 06/05/2026
Re: Discussion: Ordinance Updates

Summary of items to be considered

- Staff has identified several ordinances for review and potential amendments to improve administrative efficiency, clarify procedures, and ensure fees and compensation remain current. Proposed amendments under consideration include:
 - Nuisance Ordinance – Public Hearing Officer provisions
 - Nuisance Ordinance – Noise regulations
 - Planning, Zoning, and Historic Architectural Commission (PZHAC) member terms and compensation
 - Public School Building Fee provisions
 - Utility Fee review and updates

The discussion will allow the Board of Trustees to provide input on the proposed revisions prior to formal consideration at a public hearing to be held on 6/22/2026.

Financial Impact:

- None at this time

Supporting Documentation:

- See Attached



Executive Summary

To: Board of Trustees

From: Russell Hernandez, Mayor
Edward Salazar, Community & Economic Development Director

Date: For Regular Meeting 06/05/2026

Re: Discussion: Land Splits Prior to Codification

Summary of items to be considered

- To discuss the treatment and administration of land splits that were created prior to the adoption and codification of the Town of Mesilla Code.
- Questions have arisen regarding parcels and land divisions that were created before the Town's subdivision and land development regulations were formally adopted and codified. The Board of Trustees will discuss potential approaches for recognizing, reviewing, and processing these historical land splits to ensure consistency with applicable laws, property rights, and Town policies and code.

Financial Impact:

- None at this time

Supporting Documentation:

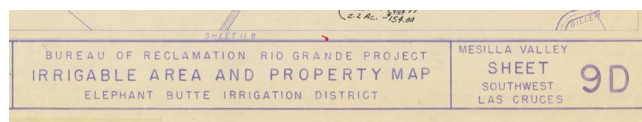
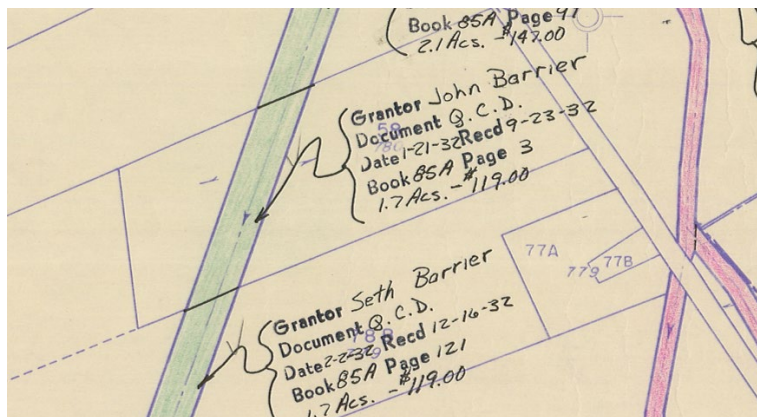
- See Attached

June 1, 2026

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The current property owner is requesting that each of these non-contiguous tracts be assigned its own tax account number.

Executive Summary

To: Board of Trustees

From: Russell Hernandez, Mayor
Ramona Molina, Public Safety Clerk

Date: For Regular Meeting 06/05/2026

Re: Discussion & Approval: Mesilla Court

Summary of items to be considered

- To provide the Board of Trustees with an update on the status of Municipal Court operations and transition activities as the end of the year approaches, and to consider approval of remaining procedures necessary to facilitate the transition.

Financial Impact:

- None at this time

Supporting Documentation:

- See Attached



Blaine T. Mynatt
Bradley A. Springer†
Benjamin J. Young
Sara E. Woods†
Alan J. Dahl
Haley R. Grant
Shelton J. Cotton†
Robert A. Cabello
Kaitlyn F. Gonzalez
Hunter A. Thomas
Ricardo J. Pena

†Also licensed in Texas

MEMORANDUM
Town of Mesilla Municipal Court Bonds and Records

To: Russell Hernandez, Mayor
Gloria Moya, Town Clerk/Treasurer
Ramona Molina, Public Safety Clerk/Records Custodian
Deputy Treasurer Ashley Padilla

From: RAC

Date: 05/21/2026

Re: Town of Mesilla Municipal Court Bonds and Records

This memo provides a plan of action for the funds associated with the Town of Mesilla Municipal Court case listed in the Cash Bond Deposit Listing from 01/01/1990 to 12/31/2025, which is attached hereto as Exhibit "A". (Bates Stamp Nos. 00001-42).

On July 28, 2025, the Town of Mesilla Board of Trustees voted to adopt Ordinance 2025-1 to eliminate the Town of Mesilla Municipal Court and designate the Doña Ana County Magistrate Court as the court of jurisdiction for all crimes prosecuted under the Town of Mesilla Municipal Code. On October 29, 2025, Supreme Court of New Mexico, determined that the Town of Mesilla followed processes enumerated in N.M.S.A 1978, Section 35-14-1 (2025), and issued Order No. S-1-AO-2025-00021, approving the designation of the Doña Ana County Magistrate Court. Therefore, the Town of Mesilla transferred most of its pending cases to the Doña Ana County Magistrate Court for prosecution. The remaining pending cases were dismissed by the prosecution or Town of Mesilla Municipal Court in its remaining time of jurisdiction.

As part of the transfer process, the Town of Mesilla conducted an audit of all case files from 01/01/1990 to 12/31/2025 to account for all funds collected as bonds, fines, and fees collected by the Town of Mesilla Municipal Court. From the audit, the Town of Mesilla could account for most of the funds associated with cases from the Town of Mesilla Municipal Court. However, there were numerous cases where funds associated with the cases could not be accounted for certainty because the file is too old or issues uncovered in audits prior to 2025. Such cases are listed in the Cash Bond Deposit Listing from 01/01/1990 to 12/31/2025. *See Exhibit "A"*.

With advice from the undesignated counsel, Mayor Russell Hernandez, Town Clerk/ Treasurer Gloria Moya, Public Safety Clerk/Records Custodian Ramona Molina (former Municipal Court

June 5, 2026

Page 2 of 2

Administrator) and Deputy Treasurer Ashley Padilla decided the following: the Town of Mesilla will keep any outstanding funds associated with cases enumerated in the Cash Bond Deposit Listing from 01/01/1990 to 12/31/2025 will be kept in the Town's reserve fund; and if someone claims a bond from a case listed in Exhibit "A", the Town of Mesilla can issue a check for the bond amount from the Town's reserve fund. The records of the cases enumerated in Exhibit shall be retained by the Town of Mesilla for five (5) years from the date of the memorandum.

RUSSELL HERNANDEZ

Mayor

GLORIA MOYA

Town Clerk/Treasurer

RAMONA MOLINA

Public Safety Clerk/Records Custodian

ASHLEY PADILLA

Deputy Treasurer

ROBERT A. CABELLO

MYNATT SPRINGER P.C.

Attorney for Town of Mesilla



Executive Summary

To: Board of Trustees

From: Russell Hernandez, Mayor

Date: For Regular Meeting 06/05/2026

Re: Approval: USDA Wildlife Agreement

Summary of items to be considered

- The agreement provides wildlife management and mitigation services to address public health, safety, and nuisance wildlife concerns within the Town of Mesilla. Renewal of the agreement allows for the continuation of these services during the upcoming fiscal year.

Financial Impact:

Funding is available within the approved budget & under current budget for agreements and contracts

Supporting Documentation:

- See Attached

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0335. The time required to complete this information collection is estimated to average .059 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

OMB Approved
0579-0335

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

WORK INITIATION DOCUMENT FOR
WILDLIFE DAMAGE MANAGEMENT

SECTION 1	1. WORK INITIATION DOCUMENT NUMBER 39827	2. STATUS <input type="radio"/> NEW <input checked="" type="radio"/> RENEWAL
	3. TYPE OF WORK INITIATION DOCUMENT <i>mark all that apply</i>	

Assign to These Special Groups

(1)	✓
(2)	✓
(3)	✓
(4)	✓

SECTION 2	4. Cooperator's Name	TOWN OF MESILLA
	5. Cooperator's Mailing Address	2231 AVENIDA DE MESILLA MESILLA, NM
SECTION 2	6. Common Name	TOWN OF MESILLA,
	8. Owner's or Representative's Name <i>(if different from Cooperator's)</i>	
SECTION 2	10. Owner's or Representative's Address <i>(if different from Cooperator's)</i>	

SECTION 3	11. PROPERTY / LAND CLASS INFORMATION	12. ADJOINING PROPERTY WID NOS	13. TARGETED SPECIES																																																					
	<table border="1"> <tr><th>COUNTY</th><th>PROPERTY</th><th>LAND CLASS</th><th>ACRES</th></tr> <tr><td>A. DONA ANA</td><td>✓</td><td>TOWN OF COUNTY</td><td>3200</td></tr> <tr><td>B.</td><td>✓</td><td>✓</td><td>✓</td></tr> <tr><td>C.</td><td>✓</td><td>✓</td><td>✓</td></tr> <tr><td>D.</td><td>✓</td><td>✓</td><td>✓</td></tr> <tr><td>E.</td><td>✓</td><td>✓</td><td>✓</td></tr> </table>	COUNTY	PROPERTY	LAND CLASS	ACRES	A. DONA ANA	✓	TOWN OF COUNTY	3200	B.	✓	✓	✓	C.	✓	✓	✓	D.	✓	✓	✓	E.	✓	✓	✓	<table border="1"> <tr><td>A.</td><td>✓</td></tr> <tr><td>B.</td><td>✓</td></tr> <tr><td>C.</td><td>✓</td></tr> <tr><td>D.</td><td>✓</td></tr> <tr><td>E.</td><td>✓</td></tr> </table>	A.	✓	B.	✓	C.	✓	D.	✓	E.	✓	<table border="1"> <tr><td>A. COYOTES</td><td>✓</td><td>F. BATS, BRAZILIAN (MEXICAN)</td><td>✓</td></tr> <tr><td>B. SKUNKS, STRIPED</td><td>✓</td><td>G.</td><td>✓</td></tr> <tr><td>C. SNAKES, RATTLESNAKES</td><td>✓</td><td>H.</td><td>✓</td></tr> <tr><td>D. SQUIRRELS, ROCK</td><td>✓</td><td>I.</td><td>✓</td></tr> <tr><td>E. PIGEONS, FERAL (ROCK)</td><td>✓</td><td>J.</td><td>✓</td></tr> </table>	A. COYOTES	✓	F. BATS, BRAZILIAN (MEXICAN)	✓	B. SKUNKS, STRIPED	✓	G.	✓	C. SNAKES, RATTLESNAKES	✓	H.	✓	D. SQUIRRELS, ROCK	✓	I.	✓	E. PIGEONS, FERAL (ROCK)	✓	J.
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STATE: NM TOTAL ACRES		<input type="checkbox"/> 14. There are additional target species <i>(Complete and attach WS Form 12 Addendum)</i>																																																						

SECTION 4	15. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Section 3 Item 14, (and Item 15, if applicable), I the undersigned cooperator or cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices:		
	A. CAR/TRUCK	B. CATCH POLE	C. ELECTRONIC HARASSMENT DEVICES
SECTION 4	D. FIREARMS	E. NETS, DIP/HAND	F. TRAPS, CAGE
	16. <input type="checkbox"/> There are additional components <i>(complete and attach WS Form 12 Addendum)</i>		

17. I, the cooperator or cooperator's representative have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS, (to include its officers, employees and agents) will: exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 14. (and Item 15, if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS, WS, will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS, WS, will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data. As a Lessee, the Cooperator agrees that the lease is current and will remain so while APHIS WS conducts operational activities on the property and will notify WS if the lease expires or is canceled. The Lessee agrees to notify the landowner about any methods or devices (components) in use by APHIS WS on the property.

18. In consideration of these understandings and of the benefits to be derived, I, the cooperator or cooperator's representative, agree to: take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control, when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon land s covered by this Work Initiation Document, any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 14. (and Item 15., if applicable) unless such use of said toxicant is agreed to by APHIS in writing.

19. SPECIAL CONSIDERATIONS:

20A. LANDOWNER, LESSEE, OR ADMINISTRATOR NAME AND TITLE	20B. SIGNATURE AND TITLE	20C. DATE
21A. APHIS REPRESENTATIVE NAME	21B. SIGNATURE	21C. DATE
21D. APHIS REPRESENTATIVE TELEPHONE NUMBER 5755276980	21E. STATE OFFICE ADDRESS 8441 Washington St., NE Albuquerque, NM 87113	

**Instructions for Completing WS Form 12A,
Work Initiation Document For Wildlife Damage Management**

NOTE: A WS Form 12A Work Initiation Document (WID) is required to be signed by a Cooperator for all properties worked by Wildlife Services (WS). The WID and the WID agreement in WS Management Information System (MIS) expire 5 years after the Cooperator signature date. To renew a WID agreement for another 5 years, a new WS Form 12A is required to be signed by the Cooperator, and everything on the WID agreement in MIS must match the corresponding items on the WS Form 12A.

NOTE: An expanded and detailed set of instructions for the WID is available in MIS. Employees should study the detailed version until familiar with completing the WID.

SECTION 1 . Basic WID Identification and Type

1. Entering the WID document number is optional. Contact your MIS Data Technician to obtain this number if one is needed.
2. Mark only one box, selecting New (agreement) or Renewal (of existing agreement).
3. A WID may have more than one type of work characteristic. Mark all applicable boxes indicating this WID.s type of work.

SECTION 2 . Cooperator Information

4. Enter the name of the Cooperator as it appears on the Cooperative Service Agreement, Cooperative Service Field Agreement, Memorandum of Agreement or Understanding, or as it appears in the Cooperator.s business references.
5. Enter the Cooperator.s mailing address with street or P.O. box, city, state, and ZIP code. This may be the permanent address, mailing address, home address, or business/office address.
6. Enter the common name of the Cooperator.s business, farm, or ranch, if applicable.
7. Enter the Cooperator.s telephone number including the area code. It may be a landline or mobile telephone number.
8. Enter the name of the owner or Cooperator.s representative if it is different from the Cooperator.s name.
9. Enter the property owner.s or property owner representative.s telephone number including area code.
10. Enter the property owner.s address (or property owner representative.s work address if this is a business or a non-private agreement), including the ZIP code. If the Cooperator.s address in Item 5 is also the owner.s address, skip this step.

SECTION 3 . Property Information, Location of Work, and Species Being Addressed

11. In this subsection, record the state and counties for the site(s) where the work is being performed for the cooperator. Include for each property the land class being worked on and the number of acres for the land class. Usually, only one land class can be recorded per property. If there is more than one land class on a property, identify each of them separately (e.g. Property: Smith #1, Land Class Private; Smith #2, Land Class County/City). Record the total acres by summing all entries in the .Acres. column.
12. If the WID allows work on an adjoining property as part of the project, additional WIDs signed by the adjoining landowners/ managers must be obtained. The WID document numbers for the adjoining properties go in this subsection. If WID numbers are not assigned, list the name of the other land owners/managers instead of numbers.
13. List the full common names of the targeted species as found in MIS. Review MIS Reference Files for accuracy.
14. If more than 10 species are targeted, mark this box and list the additional species on WS Form 12 Addendum. The WS Form 12A also requires an original signature. Ensure the WS Form 12 Addendum is attached to this WS Form 12A.

SECTION 4 . Component Use Information

15. List the components that will be used in the project. They must be annotated exactly as they appear in the MIS component list. Do not list any activities (e.g., shooting, trapping, etc.).
16. If more than six components are entered, mark this box and list the additional components on WS Form 12 Addendum. The WS Form 12 Addendum also requires an original signature. Ensure the addendum is attached to this WS Form 12A.

Section 5 . Work Initiation Considerations, WS Responsibilities

17. The Cooperator is required to read this section, or alternatively have it read to him/her, before signatures are affixed to the WID.

Section 6 . Work Initiation Considerations, Cooperator Responsibilities

18. The Cooperator is required to read this section, or alternatively have it read to him/her, before signatures are affixed to the WID.
19. **Special Considerations** - If any special considerations are agreed to for this project, enter them in Item 19. They may also be entered in the MIS in the Agreement Remarks or the Property Comments fields.
- 20, 21. **Signatures/Dates** - To complete the form, both the Cooperator.s authorized signer and the APHIS Representative (WS employee) print their names, sign in ink, and date the WS Form 12A. The WS employee also enters a contact telephone number and the State Office.s address.

The WS employee is responsible for ensuring the Cooperator or authorized representative receives a copy of the WS Privacy Act Notice.

PRIVACY ACT NOTICE

Title 5 United States Code, Section 552a(e)(3) requires that each agency that maintains a system of records provide each individual from whom the agency solicits information with the following information.

AUTHORITY FOR REQUESTING INFORMATION

Title 7, United States Code, Section 8351 to 8353, and Title 16 United States Code, Section 667, authorizes officers, agents, and employees of the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) to conduct a program of wildlife services and to enter into agreements with States, local jurisdictions, individuals, and public and private agencies, organizations, and institutions for the purpose of conducting such services.

NATURE OF YOUR DISCLOSURE OF INFORMATION

Disclosure of information solicited by USDA, APHIS, Wildlife Services is voluntary.

PRINCIPLE PURPOSE FOR WHICH THE INFORMATION IS SOLICITED

Information is solicited from you for the purpose of executing and implementing agreements for control of wildlife damage.

ROUTINE USES WHICH MAY BE MADE OF THE INFORMATION

- (1) To cooperative Federal, State, Tribal, and local government officials, employees, or contractors and other parties as necessary to carry out the program; and other parties engaged to assist in administering the program. Such contractors and other parties will be bound by the nondisclosure provisions of the Privacy Act. This routine use assists the agency in carrying out the program, and thus is compatible with the purpose for which the records are created and maintained;
- (2) To the appropriate agency, whether Federal, State, local, Tribal, or foreign, charged with responsibility of investigating or prosecuting a violation of law or of enforcing, implementing, or complying with a statute, rule, regulation, or order issued pursuant thereto, of any record within this system when information available indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and either arising by general statute or particular program statute, or by rule, regulation, or court order issued pursuant thereto;
- (3) To the Department of Justice when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee, or the United States, in litigation, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the use of such records by the Department of Justice is deemed by the agency to be relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the Department of Justice is a use of the information contained in the records that is compatible with the purpose for which the records were collected;
- (4) For use in a proceeding before a court or adjudicative body before which the agency is authorized to appear, when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the agency has agreed to represent the employee, or the United States, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the agency determines that use of such records is relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the court is a use of the information contained in the records that is compatible with the purpose for which the records were collected;
- (5) To appropriate agencies, entities, and persons when the agency suspects or has confirmed that the security or confidentiality of information in the system of records has been compromised; the agency has determined that as a result of the suspected or confirmed compromise, there is a risk of harm to economic or property interests, a risk of identity theft or fraud, or a risk of harm to the security of integrity of this system or other systems or programs (whether maintained by the agency or another agency or entity) that rely upon the compromised information; and the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with the agency's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm;
- (6) To USDA contractors, partner agency employee or contractors, or private industry employed to identify patterns, trends, or anomalies indicative of fraud, waste, or abuse;
- (7) To land management agencies, such as the Bureau of Land Management and the U.S. Fish and Wildlife Service, relating to wildlife damage on grazing allotments;
- (8) To consumer reporting agencies in accordance with 31 U.S.C. 3711(e);
- (9) To Federal, State, Tribal, and local regulatory agencies and their employees and contractors who collaborate with Wildlife Services in implementation of, or agencies that regulate, wildlife management projects or programs, or who have an interest in, or regulate, animal or public health, or national security;
- (10) To Federal or State Government-level representatives of the U.S. Environmental Protection Agency, in compliance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) mandate (7 U.S.C. 136), of the location on a cooperators property where certain regulated pesticide devices are deployed or regulated pesticides are applied; and
- (11) To the National Archives and Records Administration (NARA) or to the General Services Administration for records management inspections conducted under 44 U.S.C. 2904 and 2906.

EFFECTS OF FAILURE TO FURNISH INFORMATION

Failure to provide the solicited information will not subject you to penalties or adverse consequences.



Executive Summary

To: Board of Trustees

From: Russell Hernandez, Mayor
Dorothy Sellers, Events Coordinator

Date: For Regular Meeting 06/05/2026

Re: Approval: NM Coop Agreement

Summary of items to be considered

- Participation in the New Mexico CO-OP program provides the Town of Mesilla with collaborative marketing opportunities that promote tourism, local businesses, cultural attractions, and community events through statewide and regional advertising efforts.

Financial Impact:

Funding is available within the approved budget.

- \$13,537.00

Supporting Documentation:

- See Attached

**STATE OF NEW MEXICO
TOURISM DEPARTMENT
Cooperative Marketing Agreement**

THIS AGREEMENT, numbered **27-418-1003001000-38**, is made and entered into by **State of New Mexico Tourism Department**, hereinafter referred to as the “NMTD,” and **Town of Mesilla**, hereinafter referred to as the “Partner” (collectively the “Parties”) and is effective as set forth below.

RECITALS

WHEREAS, the New Mexico Legislature appropriated funds to NMTD for the purpose of carrying out the duties of the NMTD, which include providing a coordinated statewide perspective with regard to tourism activities; and

WHEREAS, NMTD desires to coordinate this effort through cooperative programs with matching funds for certain tourism-related non-profit organizations, local and tribal governments; and

WHEREAS, Partner wishes to leverage the New Mexico True brand (the “Brand”) with advertising and media-related services provided by NMTD to stimulate tourism activities and is willing to contribute funds to further the Parties’ efforts to that effect;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, for the express and sole purpose of stimulating tourism in New Mexico, in consideration of the mutual covenants and obligations contained herein, as follows:

I. Obligations of Partner. Partner shall:

- A. Performance. Meet or exceed the requirements of its FY27 Cooperative Marketing Application to promote travel within and/or to New Mexico through advertising and media efforts as defined in the FY27 Award Summary, as approved by NMTD and attached hereto as *Exhibit A*.
- B. Payment. Make all payments in accordance with the requirements listed in *Exhibit A*.
 - 1. Acknowledge that failure to make a timely payment will affect advertising and media efforts as defined in the FY27 Award Summary.
 - 2. In the event Partner fails to make payment within ten (10) business days of the due date indicated in *Exhibit A*, NMTD may cancel this agreement pursuant to Paragraph IV(B).
 - 3. Partner may submit a request to extend a scheduled due date, subject to NMTD approval. Failure to comply with the extension schedule may result in cancellation of this agreement pursuant to Paragraph IV(B).
- C. Style Guide. Agree to follow the established New Mexico True Brand Style Guide available via link [here](#).
- D. Approval for Brand Use. Obtain prior approval from NMTD at least twenty-one (21) days prior to Partner’s deadline for any and all use of the Brand.
 - 1. NMTD reserves the right to inspect and edit any usage of the Brand to ensure proper quality and consistency.

- E. Communication. Collaborate with NMTD, providing timely inputs and responses to communications that ensure successful execution of all initiatives as outlined in *Exhibit A*. In furtherance of this commitment, Partner shall:
1. Agree to make every effort to maintain effective communications with NMTD for the term of this agreement.
 2. Acknowledge that in the event Partner fails to timely respond within ten (10) business days of receipt of a communication, NMTD reserves the right to resume, modify, reject, cancel or stop any and all initiatives or works in progress.
- F. Modification of Initiatives. Request and obtain prior approval from NMTD for any and all modifications to the initiatives outlined in *Exhibit A*.
1. An amendment to the initiatives within the Agreement and *Exhibit A* must be executed by all parties before Partner implements the requested change in initiatives.
 2. In the event Partner modifies an initiative without prior approval, NMTD reserves the right to reject, cancel, or stop any and all initiatives or works in progress.
- G. Future Eligibility. Acknowledge that any failure to adhere to the parameters set forth herein may affect Partner's eligibility for future awards.
- H. Flex Funds. In addition to the above obligations, for all Flex funds expended, Partner must also:
1. Reimbursement Requests. Acknowledge that it has access to, and agrees to comply with, the FY27 Flex Reimbursement Request Form via the online grant platform and related cycle documents located at <https://accounts.submittable.com/u/login>. The online application form and Partner's responses to that form are incorporated herein by reference.
 2. Prior Approval. Obtain prior approval utilizing the Asana form linked [here](#) and retain the approval identification number to submit with Partner's request for reimbursement for all cobranded creative materials, *i.e.* any printed or digital collateral, advertising, etc. that incorporate any part of the New Mexico True brand logo including the customized "logo lockup" provided by NMTD for Partner's use in conjunction with cooperative marketing initiatives.
 3. Eligible Reimbursements. Acknowledge that NMTD reserves the right to unilaterally determine eligible line items. Line items which fail to meet the established New Mexico True Brand Style Guide shall not be reimbursed.
 4. Reporting and Payment. Fully and accurately complete and timely submit the Request for Reimbursement Form(s) and supply all required analytics and reporting pertaining to awarded Flex initiatives. Complete and timely Requests for Reimbursements shall adhere to the following:
 - a. Timely Submission. Requests for payment of expenses incurred between **July 1, 2026 and May 31, 2027** must be submitted within thirty (30) days of placement in market. ***Expenses incurred before the execution of this agreement will not be eligible for reimbursement.***
 - b. Deadline. All requests for payment must be received by **June 9, 2027**. Incomplete or illegible requests will not be processed.

- c. Eligibility. Eligible expenses submitted for reimbursement must be incurred, billed, and paid by the awarded partner or fiscal agent.
 - i. Failure to provide sufficient documentation in support of requests for payment, including but not limited to proof of placement, proof of payment, and proof of creative approval, may result in the unsupported submission not being processed for payment.
 - ii. Invoices naming entities other than the awarded partner shall be deemed ineligible.
- d. Reporting. All required analytics and reporting must be completed and supplied to NMTD thirty (30) days after the conclusion of the awarded initiative, but no later than **July 15, 2027**.
 - i. A copy of vendor supplied metrics and performance reports may be uploaded and submitted using the Asana form linked [here](#).
 - ii. A custom Tracking and Impact Report may be supplied upon request.
 - iii. Failure to do so may result in forfeiture of reimbursement and/or affect Partner's future opportunities to collaborate with NMTD.

II. Obligations of NMTD. NMTD agrees that it shall:

- A. Assets. Provide assets necessary to meet requirements for logo integration.
- B. Reimbursement. For all Flex funds expended, NMTD will reimburse Partner for all eligible expenses, in accordance with the amounts listed in *Exhibit A*, upon receipt of a completed Request for Reimbursement Form along with all required supporting documentation.
- C. Performance. Upon receipt of Media Menu Plan (MMP) Partner funds, NMTD will:
 - 1. Communicate with media vendors and secure ad placement and/or services as agreed upon and set forth in *Exhibit A*;
 - 2. Provide documentation to Partner to verify agreed upon deliverables were made in accordance with *Exhibit A*;
 - 3. Pay media vendors for ad placement and/or services; and
 - 4. Collect and share campaign performance measurement data with Partner.

III. Copyright and Quality Control.

- A. License. For the term of this Agreement, the NMTD grants to the Partner a nonexclusive, nontransferable, worldwide right and license to use the New Mexico True Brand in furtherance of the Partner's promotion and advertising of and within New Mexico, as outlined in *Exhibit A*. This includes but is not limited to the creation and distribution of advertisements defined in the original application submitted and is subject to NMTD creative approval prior to placement. The Partner must cease use of the New Mexico True Brand within 60 days of the agreement's termination.

- B. Approval and Style Guide. All Brand usage and creative must be submitted to and approved by NMTD prior to use and must adhere to Brand Style Guide available via link [here](#).
- C. Right to Inspect. NMTD will exercise its right to inspect Partner's creative assets designed for and used in conjunction with marketing and promotional campaigns that employ Brand logos to ensure that such use is of proper quality and otherwise consistent with this Agreement.
- D. Right to Approve. NMTD shall have the right in its sole discretion to approve or disapprove Partner's creative assets designed for use in marketing and promotional campaigns. Creative assets disapproved by NMTD will be deemed ineligible for reimbursement.
- E. Additional Samples. In its inspection, NMTD may require that additional samples be submitted.
- F. Right to Remove. NMTD may require that Brand logos be removed from creative assets before use.
- G. Breach of Obligations. If Partner fails to obtain prior approval or should NMTD determine Partner's creative production and Brand use is inconsistent, such failure shall be deemed a breach of Partner's obligations under this Agreement for the purposes of the termination under Section IV (B) (1).
- H. Joint Ownership. All materials developed or acquired by the Partner under this Agreement shall become the jointly owned property of the State of New Mexico.
 - a. Nothing produced, in whole or in part, by the Partner under this Agreement shall be the subject of an application for copyright by or on behalf of Partner.
 - b. Furthermore, NMTD may access and use Partner's advertising and other creative production assets at its sole discretion.

IV. Additional Terms & Conditions.

- A. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- B. Term and Termination. This Agreement shall become effective upon its execution by both Parties and shall terminate on **June 30, 2027**.
 - 1. NMTD may terminate this Agreement if Partner fails to comply with the obligations under this Agreement.
 - 2. Either party may terminate or seek to further negotiate this Agreement upon thirty (30) days written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.
 - 3. For the avoidance of doubt, no termination of this Agreement shall relieve Partner of any obligations incurred prior to effective date of such termination including, without limitation, services performed and any prepaid costs.
- C. Force Majeure. A "Force Majeure Event" is defined as an event or effect that can be neither anticipated nor controlled which renders performance of the terms of this Agreement

impossible, impracticable, or unsafe, including public health emergencies such as COVID-19. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, and each of the parties shall bear its own costs incurred in connection with this Agreement.

- D. Modification. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto.
- E. Liability. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §41-4-1, *et seq.*, as amended.
- F. Governing Law and Venue. This Agreement is governed by the laws of the State of New Mexico. Any legal action related to this Agreement must be brought in the First Judicial District Court of the State of New Mexico.
- G. No Third-Party Rights. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.
- H. Any notice required to be given to either Party by this Agreement shall be in writing and shall be delivered in person, by courier service or by electronic mail, U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMTD: New Mexico Tourism Department
 Nelida Griego
 491 Old Santa Fe Trail | Santa Fe, NM 87501
 505-795-0108 | nelida.griego@td.nm.gov

To Partner: Dorothy Sellers
 Town of Mesilla
 PO BOX 10
 Mesilla, NM, 88046
 575-571-3890 | dorothis@mesillanm.gov

- I. The individual signing below on behalf of the Partner represents and warrants that he or she has the authority to bind the Partner, and that no further action, resolution or approval from the Partner is necessary to enter into a binding agreement.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Agency Head Designee listed below.

By: _____ Date: _____
Russell Hernandez, Town of Mesilla
PARTNER

Approved for legal sufficiency:

By: _____ Date: _____
Phoebe Roderick, Legal Counsel for NMTD

By: _____ Date: _____
Rayline Sebay, CPO, ASD NMTD

By: _____ Date: _____
Shanna Sasser, Deputy Cabinet Secretary NMTD

The records of the Taxation and Revenue Department reflect that the Partner is registered with the Taxation and Revenue Department of the State of New Mexico to engage in business and to report and pay tax from business conducted in New Mexico.

CRS Number: 01508031005

By: _____ Date: _____
Taxation and Revenue Department

FY27 NM True Cooperative Marketing Program	
Organization Name:	Town of Mesilla
Primary Contact:	Dorothy Sellers
Email:	dorothys@mesillanm.gov
Phone:	5755713890

AWARD SUMMARY						
Type	#	Total \$ Value	NMTD \$	Partner \$ Commitment	Partner \$ Due 07/10/26	Partner \$ Due 12/01/26
MMP	2	\$40,610.00	\$27,073.00	\$13,537.00	\$6,768.50	\$6,768.50
FLEX	0	\$0.00	\$0.00	\$0.00	N/A	N/A
Total	2	\$40,610.00	\$27,073.00	\$13,537.00	\$6,768.50	\$6,768.50

Initiative	Details	#	Total \$ Value	NMTD \$	Partner \$ Commitment	Partner \$ Due 07/10/26	Partner \$ Due 12/01/26
MMP AWARDS							
Vista Social Content Package + Crowdsourced Content (12 mo)	Details	1	\$17,610.00	\$11,740.00	\$5,870.00	\$2,935.00	\$2,935.00
Blue Corn PACKAGE (Foundational): Managed Search + Facebook Static	Details	1	\$23,000.00	\$15,333.00	\$7,667.00	\$3,833.50	\$3,833.50



Executive Summary

To: Board of Trustees

From: Russell Hernandez, Mayor
Gloria Maya, Town Clerk Treasurer

Date: For Regular Meeting 06/05/2026

Re: Discussion: NM Historic Sites Lease Agreement

Summary of items to be considered

- The current lease agreement is scheduled to expire. Renewal of the agreement will allow for the continued use, management, and preservation of the property while supporting historic preservation, educational opportunities, and tourism within the community.

Financial Impact:

No significant fiscal impact beyond the terms of the lease agreement.

Supporting Documentation:

- See Attached

AMENDMENT TO LEASE AGREEMENT



This document constitutes Amendment 6 to Lease Record 2017-0018, between Town of Mesilla “Lessor,” and the New Mexico Department of Cultural Affairs, State Historic Sites and Monuments Division “Lessee,” for the Leased Premises located at Mesilla Community Center, 2251 Calle de Santiago, Rooms 118 and 118A, Mesilla, NM 88046.

Lessor and Lessee agree to the following:

ITEM 1. Amend Paragraph 1. Term, as follows:

2. Term. The term of this renewal shall begin on August 1, 2026 and terminate on July 31, 2029. This lease will reach the maximum allowable term on July 31, 2040.

ITEM 2. Amend Paragraph 2. Rent, as follows:

In consideration of this lease amendment, Lessor and Lessee agree that the rent shall be paid as follows:

Year	Term Dates	LSF	Annual Base Rent	Total Annual Rent	Monthly Rent
7	08/01/2026 07/31/2027	814	\$6,300.00	\$6,300.00	\$525.00
8	08/01/2027 07/31/2028	814	\$6,300.00	\$6,300.00	\$525.00
9	08/01/2028 07/31/2029	814	\$6,300.00	\$6,300.00	\$525.00

The Lessee has the sole responsibility for paying rent. Lessor should anticipate a delay in the first rent payments of each new fiscal year (July payments). The Department of Finance and Administration closes out all accounts for the fiscal year at that time and all payments may be delayed.

Except as noted above, all other terms and conditions of the Lease Agreement and Amendments remain unchanged.

LESSOR: Town of Mesilla

By: _____ Date: _____

Rusell Hernandez, Mayor
Mayor@MesillaNM.gov

LESSEE LEGAL COUNSEL REVIEW:

This form as printed has been approved by the Office of the Attorney General. Alterations and additions to this Amendment must be reviewed separately.

This Amendment has been reviewed and approved as to form by:

By: _____ Date: _____
Max DeAzevedo, General Counsel
Max.Deazevedo1@dca.nm.gov

LESSEE: New Mexico Department of Cultural Affairs, State Historic Sites and Monuments Division

By: _____ Date: _____
Anne McCudden, Executive Director
Anne.McCudden@dca.nm.gov

This Amendment shall not be binding or effective until approved by the State of New Mexico, General Services Department, Facilities Management Division Director or Designee.

Reviewed for Legal Sufficiency:

By: _____ Date: _____
Alexis Johnson, Acting General Counsel
General Services Department
Alexis.Johnson@gsd.nm.gov

Approved by:

By: _____ Date: _____
Peter J. Barrington, Director Designee
Facilities Management Division
Peter.Barrington@gsd.nm.gov

Note: The FMD Director's signature shall not signify that FMD is a party to an agreement, but only that FMD has authorized, approved, and validated the agreement in compliance with all applicable statutes and rules.



RESOLUTION 2026-27

**A RESOLUTION BY THE BOARD OF TRUSTEES FOR BUDGET
ADJUSTMENTS**

WHEREAS, since the development of the Town of Mesilla budget for fiscal year 2025-2026, the Town will require revenue and expense increases; and

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

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

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

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

PASSED, ADOPTED, AND APPROVED THE 8th DAY OF JUNE, 2026.

Russell Hernandez
Mayor

ATTEST:

Gloria S Maya
Town Clerk

ATTACHMENT A
BUDGET ADJUSTMENTS FOR

REVENUE:

GENERAL FUND (10) \$ 38,754.26 budget authority increase due to reimbursements

EXPENDITURE:

GENERAL FUND (10) \$ 38,754.26 budget authority increase due to reimbursements

TRANSFER IN:

TRANSFER OUT:

TRANSFER NET \$0.00