Town of Mesilla, New Mexico

*****RESCHEDULED*****

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, OCTOBER 20, 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, September 28, 2026
   b) **APPROVAL: Purchase Order – CES – AK Sales & Consulting, Inc. – Playground Equipment (Capital Outlay Grant) - $80,988.90**
   c) **APPROVAL: Purchase Order – AK Sales & Consulting, Inc. – Mulch Commemorative Park (Capital Outlay Grant)- $3,984.42**
   d) **APPROVAL: Payment – Milestone Construction – EV Charging Signs (Capital Outlay Grant) $431.76.**
   e) **APPROVAL: Payment - CobbFendley – Waterline Services (Capital Outlay Grant)- $16,091.70**
   f) **APPROVAL: Payment – The Power Center – 2027 Polaris Ranger (Que Linda Grant) - $16,614.93**

5. **STAFF UPDATES & STAFF COMMENTS**

6. **PUBLIC INPUT ON CASES – The public is invited to address the Board as allowed the chair.**

7. **NEW BUSINESS**
   a) **Case #062169 – 2450 Calle de Principal, submitted by Felix Armijo. Requesting approval to amend his building plans. Requesting approval to install a wrought iron fence, red brick pavers on the property. ZONE: (HC)**

   b) **APPROVAL: PZHAC Case #062188 – 2200 Calle de los Huertos, submitted by John S. Robinson. Requesting approval to remove cracked flagstone sidewalk and replace with stamped colored concrete. ZONE: Historical Residential (HR).**

   c) **APPROVAL: PZHAC Case #06189 – 2456 Calle de Guadalupe, submitted by Anita Rivard. Requesting approval to install two signs for a business in Mesilla. ZONE: Historical Commercial (HC).**

d) **DISCUSSION: Town of Mesilla Handbook Update**

e) **DISCUSSION: NMSIF: Roof Repair Coverage**

f) **APPROVAL: Roof Care Services – Community Center Roof Repairs - $7,289.23**

g) **APPROVAL : Resolution 2026-52 – Colonias Infrastructure Water Well/Tank Project – $2,000,000 ($1,500,000 Grant with $500,000.00 Loan)**

h) **APPROVAL : Resolution 2026-53 - Colonias Infrastructure Fire Hydrant Project - $697,776.00 ($558,221 Grant with $139,555 Loan)**

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 ***10.13.2026*** 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, Ristramnn 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
Monday, September 28, 2026
6:00 P.M.
MINUTES

DRAFT

TRUSTEES:	Russell Hernandez, Mayor	
	Stephanie Johnson-Burick, Mayor Pro Tem	
	Biviana Cadena, Trustee	
	Veronica Garcia, Trustee	
	Gerard Nevarez, Trustee	
STAFF:	Ryan Nanez, Sergeant	
	Lorenzo Astorga, Public Works Director	
	Eddie Salazar, Econ & Com Development Director	
	Gloria S Maya, Town Clerk/Treasurer	
PUBLIC	Michele Rajch	Tim Jenkins
	Catharine Walkinshaw	Cynthia Hernandez
	Wyatt Briggs	Melissa Molina
	Trina Witter	Beverly Estrada

1. PLEDGE OF ALLEGIANCE

Mayor Hernandez led the Pledge of Allegiance.

2. ROLL CALL AND DETERMINATION OF QUORUM

Mayor Hernandez Present
Mayor Pro Tem Johnson-Burick Present
Trustee Cadena Present
Trustee Garcia Present
Trustee Nevarez

Town Clerk/Treasurer Ms. Maya confirmed that a quorum was present.

3. APPROVAL OF AGENDA

Moved by Trustee Nevarez; Seconded by Trustee Garcia

Mayor Hernandez clarified a procedural issue from the prior meeting: approval of the agenda approves it as posted; if an individual item is later removed or postponed, that action should occur when the Board reaches that specific agenda item rather than during agenda approval. He also noted that future

executive-session agenda language would identify the applicable department or team-member position and any action that may arise from closed session.

Roll call vote:
Mayor Pro Tem Johnson-Burick Yes
Trustee Cadena Yes
Trustee Garcia Yes
Trustee Nevarez Yes

Motion carried 4-0.

4. APPROVAL OF CONSENT AGENDA

a) BOT MINUTES - September 14, 2026 Board of Trustees meeting minutes.

Moved by Trustee Garcia; Seconded by Mayor Pro Tem Johnson-Burick

Motion carried

5. PRESENTATION

a) WATER STORAGE TANK / COLONIAS INFRASTRUCTURE FUND

Ms. Stoehner-Hernandez of Souder, Miller & Associates introduced Wyatt Briggs, E.I., from the Las Cruces office, who presented the design for a supplemental water-storage tank to be installed adjacent to the Town's existing tank. The design includes a retaining wall, access driveway, connection to the existing well fill line, connection to the existing overflow system, and a new distribution connection. The tank design also includes two 30-inch manways and ladder access for inspection and maintenance of float devices and related equipment.

Trustee Nevarez asked what the timeline is.

Mr. Briggs responded the estimated construction to be at approximately 120 days after award to a contractor. Once construction funding is obtained, the anticipated process from award was described as approximately 60 days before construction activities, with an overall timeline of roughly six months, subject to product availability and market conditions.

6. EXECUTIVE CLOSED SESSION

a) Motion to enter Executive Closed Session pursuant to Section 10-15-1(H)(7), NMSA 1978, for discussion of pending or threatened litigation in which the Town of Mesilla is or may become a participant concerning the Human Resources Department.

Moved by Trustee Garcia; Seconded by Trustee Cadena

Motion carried

Entered Executive Closed Session 6:08 p.m.

DRAFT

Motion to enter Regular Meeting.

Moved by Trustee Nevarez; Seconded by Trustee Garcia

Motion carried

Entered Regular Meeting at 6:16 p.m.

b) No action was taken as a result of the Executive Closed Session.

7. STAFF UPDATES AND COMMENTS

Mayor Hernandez noted that written departmental reports had been included in the meeting packet and asked staff to come forward only for updates or comments beyond those written reports, rather than proceeding department by department.

Mr. Salazar provided additional information regarding SB 96 and changes affecting childcare operations. He explained that the legislation, effective July 1, could affect how childcare uses are treated in commercial and residential areas and may require the Town to review and adapt its ordinances. He also distributed an iWorQ report showing Code Enforcement activity and calls for the month of August.

Trustee Johnson-Burick asked if the ordinance will need to be worked on.

Mr. Salazar confirmed that ordinance updates would need to be reviewed in light of the new law.

8. PUBLIC INPUT ON OLD/NEW BUSINESS CASES

Ms. Rajch addressed the Board regarding the noise ordinance under consideration. She asked that any revised ordinance be applied fairly to all sources that intrude on surrounding sound space, including amplified Sunday Mass broadcasts from San Albino. She stated that her concern was equal treatment when the Town implements and enforces noise regulations.

9. OLD BUSINESS

a) APPROVAL: PZHAC Case #062172 - 2615 Calle del Sur - Sam Bernal - Summary Subdivision

The Board considered PZHAC Case #062172 for 2615 Calle del Sur, submitted by Sam Bernal, requesting approval of a summary subdivision in the Historic Residential zone.

Moved by Trustee Garcia; Seconded by Trustee Nevarez.

Mr. Salazar requested that consideration be postponed and returned to PZHAC for re-review. He explained that questions remained regarding the alternate summary subdivision provisions, including the Commission's authority to require additional items on a case-by-case basis and whether a public hearing and posted property notice should be required. He stated that the goal was to ensure the Commission fully understood the applicable code provisions and had an opportunity to expressly consider any additional requirements before the matter returned to the Board.

Mayor Pro Tem Johnson-Burick recommended postponing the case and returning it to PZHAC for re-review to ensure compliance with the Town's ordinance.

Amended Motion: Moved by Mayor Pro Tem Johnson-Burick; Seconded by Trustee Garcia.

Trustee Nevarez asked if the applicant would have to start from the beginning.

DRAFT

Mr. Salazar clarified that the applicant would not be required to restart the entire process; the matter would return for focused review of the alternate-summary-subdivision provisions and could then return to the Board.

Trustee Garcia asked that it be explain to the applicant that the additional review was intended to protect the process and the applicant's interests.

Amended Motion Roll Call Vote:

Mayor Pro Tem Johnson-Burick Yes

Trustee Cadena Yes

Trustee Garcia Yes

Trustee Nevarez Yes

Motion carried 4-0.

b) APPROVAL: Resolution 2026-47 - Trustee Interactions, Liaison Responsibilities, Recognition, Meals, Gifts, and Chain of Command

Moved by Trustee Nevarez; Seconded by Trustee Garcia.

Mayor Hernandez explained that the resolution addressed trustee interactions, recognition and gifts, liaison responsibilities, and how trustee liaisons operate within the Town's chain of command.

Roll call vote:

Mayor Pro Tem Johnson-Burick Yes

Trustee Cadena Yes

Trustee Garcia Yes

Trustee Nevarez Yes

Motion carried 4-0.

c) APPROVAL: Resolution 2026-50 - Chain of Command Revision

Moved by Trustee Nevarez; Seconded by Trustee Garcia.

Mayor Hernandez explained that the revision would incorporate the Town's contracted Human Resources services into the existing chain-of-command structure until the employee handbook could be fully revised.

Mayor Pro Tem Johnson-Burick requested an amendment adding language advising employees that, while internal complaint procedures are available, employees retain the right to file appropriate discrimination, harassment, or retaliation charges with external agencies such as the New Mexico Human Rights Bureau or the Equal Employment Opportunity Commission. The amendment was structured as a new Section 10.

AMENDED MOTION: Moved by Mayor Pro Tem Johnson-Burick; Seconded by Trustee Nevarez.

DRAFT

Amended Motion Roll call vote:
Mayor Pro Tem Johnson-Burick Yes
Trustee Cadena Yes
Trustee Garcia Yes
Trustee Nevarez Yes

Motion carried 4-0

Original Motion Roll call vote:
Mayor Pro Tem Johnson-Burick Yes
Trustee Cadena Yes
Trustee Garcia Yes
Trustee Nevarez Yes

Motion carried 4-0

d) APPROVAL: Service Agreement - Riviera Consulting Group - Leadership, Governance, and Organizational Alignment

Moved by Trustee Nevarez; Seconded by Trustee Garcia.

Mayor Hernandez explained that the proposal was intended to strengthen alignment across Town leadership through coaching, governance training, and organizational-development work. Discussion included mayoral leadership advising/coaching, Board governance and alignment, department-head leadership, in-person versus virtual training, possible participation by PZHAC, and future opportunities to extend leadership training to staff.

Mayor Pro Tem Stephanie Johnson-Burick asked to amend the proposal to include Planning and Zoning commissioners and to establish a total amount not to exceed $13,300.

Moved by Mayro Pro Tem Johnson-Burick; Seconded by Trustee Garcia.

The Board discussed combining sessions where possible and potential cost savings.

Amended Motion Roll call vote:
Mayor Pro Tem Johnson-Burick Yes
Trustee Cadena Yes
Trustee Garcia Yes
Trustee Nevarez Yes

Motion carried 4-0

Original Motion Roll call vote:
Mayor Pro Tem Johnson-Burick Yes
Trustee Cadena Yes
Trustee Garcia Yes
Trustee Nevarez Yes

DRAFT

Motion carried 4-0

10. NEW BUSINESS

a) DISCUSSION: Noise Ordinance Update - Creation of Ad Hoc Committee for Adjustments and Recommendations

Mayor Hernandez presented a discussion-only update regarding the noise ordinance. He recommended using an ad hoc committee so the Town could develop a more complete ordinance revision rather than adopting isolated changes and returning repeatedly for additional amendments. The proposed group would include Community & Economic Development Director Eddie Salazar, a representative of the Marshal Department, business and resident representation, and Board representation.

Discussion identified Mayor Pro Tem Johnson-Burick and Trustee Nevarez for Board participation, with Trustee Cadena indicating willingness to serve as an alternate if needed.

The Board discussed selection of resident and business participants and expressed a preference that current parties to active noise-related conflicts not serve on the committee, so the review could proceed from a neutral starting point. Staff would lead the committee and determine appropriate community participants. The Board requested an initial progress update by the next meeting, Tuesday, October 13, recognizing that a complete ordinance would not necessarily be ready by that date and that additional time could be requested if needed.

b) DISCUSSION: HR Consulting - Human Resources Overview

Mayor Hernandez reviewed the Human Resources consultant's initial organizational assessment included in the packet. He noted recommendations for stronger systems, additional development and training, annual harassment and discrimination training, and substantial updates to the employee handbook. The assessment identified conflicts, missing provisions, and confusing language in the existing handbook, while also recognizing several positive practices already used by the Town.

Board discussion emphasized the value of training as a means of reducing organizational liability and ensuring employees understand their rights. Staff confirmed that a preliminary cost estimate for the next phase had not yet been received and would be requested. The Board noted that the handbook was last updated in 2021 and that a 2024 effort to revise it had encountered numerous deficiencies requiring broader work.

c) APPROVAL: Resolution 2026-51 - LP100085 - McDowell Road Improvements

Moved by Mayor Pro Tem Johnson-Burick; Seconded by Trustee Garcia.

Discussion addressed recent roadway developments, potential effects of curb changes, questions regarding public versus private property near posted no-trespassing areas, and the project scope.

Staff explained that the work is a grind-and-repave project involving approximately three inches of pavement removal, repaving, and striping, with design adjustments incorporated as necessary.

Roll call vote:
Mayor Pro Tem Johnson-Burick Yes
Trustee Cadena Yes
Trustee Garcia Yes

DRAFT

Trustee Nevarez Yes

Motion carried 4-0

d) APPROVAL: Milestone Construction - Historic District Street-Name Sign Replacement

Moved by Mayor Pro Tem Johnson-Burick; Second by Trustee Garcia.

Staff explained that approximately 226 street-name signs within the historic district would be removed and replaced. Discussion clarified the geographic area covered by the project.

Roll call vote:
Mayor Pro Tem Johnson-Burick Yes
Trustee Cadena Yes
Trustee Garcia Yes
Trustee Nevarez Yes

Motion carried 4-0

e) APPROVAL: AK Sales - Playground Equipment Purchase and Installation

Moved by Mayor Pro Tem Johnson-Burick; Seconded by Trustee Garcia.

Mayor Hernandez reviewed multiple options available through CES procurement. One new playground option was approximately $55,000 and included site preparation and wood-chip surfacing. A second option involved a lightly used, approximately three-year-old playground being removed from the City of Carlsbad. That equipment was described as roughly twice the size of the first option, partially covered, containing multiple slides and additional play components, and having an original value substantially higher than the proposed purchase price.

The Board also discussed accessible and mobility-focused equipment. Staff stated that the swing shown in the proposal was not the type envisioned and expressed interest in locating equipment that could better accommodate a wheelchair user. Members discussed educational and interactive components and possible future additions at Commemorative Park.

Staff explained that capital outlay funding for the Town Hall Park playground was $75,000, so selecting the Carlsbad equipment would require a Town contribution for the difference, while other park funding remained available for improvements at Commemorative Park.

Moved by Trustee Nevarez; Seconded by Trustee Garcia seconded.

Roll call vote.
Mayor Pro Tem Johnson-Burick Yes
Trustee Cadena Yes
Trustee Garcia Yes
Trustee Nevarez Yes

DRAFT

Motion carried 4-0

f) APPROVAL: Tu Media Group - Visitors Guide Updates

Motion by Mayor Pro Tem Johnson-Burick; Seconded by Trustee Veronica Garcia seconded.

Mayor Hernandez explained that the Town's existing supply of visitor guides was nearly exhausted and that Two Media Group, which had worked with the Town previously, was recommended after review of multiple bids. The project would update text, images, letters, layouts, and business information before final publication.

Trustee Garcia requested that outdated businesses be removed and that a draft return to the Board for review before publication.

Mayor Hernandez clarified that businesses do not pay merely to be listed in the guide; paid advertising is a separate arrangement handled directly with Two Media Group. Roll call vote was 4-0 in favor, and the update project was approved.

11. PUBLIC INPUT

Ms. Walkinshaw, 2134 Calle de Principal, submitted an email for the official record and reiterated concerns previously raised regarding traffic congestion, parking, and additional one-way streets near her residence. She also discussed the proposed West Mesa/High Mesa road project and urged the Town to become involved early in the planning process, particularly regarding potential lateral or feeder roads and possible impacts to Mesilla Hills and the Mesilla Valley.

Ms. Witter requested that the Town hold a community meeting with Dona Ana County regarding the High Mesa Road project. She described information she had received at County and legislative interim committee meetings, including a proposed corridor from Santa Teresa toward the West Mesa Industrial Park and possible side-road connections serving nearby communities. She urged Mesilla to seek a seat at stakeholder discussions during the current study period and asked for early community involvement before alignments are finalized.

Ms. Estrada reported difficulty accessing records provided in response to an IPRA request because the Google Docs materials were password protected and no password had initially been provided. She also updated the Board regarding the University Avenue/NMDOT project, thanked the Marshal Department and Fire Chief Greg Whited for written statements, and stated that a recent meeting with NMDOT appeared to move the curb issue toward a possible resolution. She asked Mayor Hernandez to continue following up with NMDOT.

Mr. Jenkins raised concerns regarding a September 12, 2026 vehicle accident that he stated involved a Town employee and a parked vehicle. He questioned whether outside law enforcement should have investigated, raised concerns about the information contained in the report and the financial effect on the vehicle owner, and requested that the matter be investigated and addressed. He submitted paperwork to the Board.

Ms. Molina, 1991 Calle de Santiago, addressed continuing amplified live music from New Mexico Vintage Wines. She described drums, saxophones, microphones, and singing audible inside the adjacent residence and asked what enforcement options were available while the Town revises its noise ordinance. She also asked whether Plaza-overlay compatibility provisions could be considered and stated that the recurring amplified sound was affecting the neighboring residence. She requested guidance on interim enforcement and possible relief.

DRAFT

14. BOARD OF TRUSTEES COMMITTEE REPORTS AND COMMENTS

Trustee Nevarez requested that the Board receive a presentation from the Dona Ana County Assistant County Manager or another appropriate representative regarding the High Mesa Road project, including its purpose, vehicle types, and proposed feeder roads. He reported maintaining contact with Community & Economic Development staff and noted an upcoming Blacksmith Shop committee meeting.

Trustee Garcia supported arranging a meeting or presentation regarding the High Mesa Road project. She also noted the Blacksmith Shop meeting scheduled for Friday at 3:00 p.m., requested follow-up regarding the police report raised during public input, and discussed the upcoming MPO/NPO meeting schedule.

Trustee Cadena reported attending a transit meeting and stated that ridership had surpassed 200,000 rides. She also expressed interest in early Town involvement in the High Mesa Road/Project Jupiter discussions because of potential impacts on Mesilla and neighboring communities, including Mesilla Hills residents who regularly use Town roads, restaurants, and services.

Mayor Pro Tem Johnson-Burick noted the upcoming MPO/NPO meeting and reported meeting with Public Works staff. She thanked Public Works and other Town employees for their work and also recognized staff who helped make the recent fiesta successful.

Mayor Hernandez advised that the upcoming MPO/NPO meeting might be cancelled because of a light agenda, with a heavier November meeting possible if that occurred. He stated that additional information would be available by the end of the week. Mayor Hernandez reported that the Town's recent food distribution with Casa de Peregrinos provided more than 130 food baskets to the community. He noted that the program had been well received and could return to the Board in the future if additional Town support is requested. The Mayor reminded the Board and community that Mesilla Walk to School Day would be held Wednesday at approximately 7:20 a.m., beginning at Commemorative Park and proceeding to Mesilla Elementary. He noted strong participation at the previous event, with approximately 300 students, parents, teachers, and community members participating.

13. ADJOURNMENT

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

MEETING ADJOURNEED AT 7:31 P.M.

_____

Russell Hernandez
Mayor

ATTEST:

_____

Gloria S Maya
Town Clerk/Treasurer

DRAFT

Town of Mesilla Purchase Requisition

Department				
Requesting: Check ☐ Purchase Order ☑			Date:	9/29/2026
Quantity	**Fund Code**	**Description**	**Unit price**	**Line total**
		25-J2971 Playground Equipment		0
				0
1	35-535-3612	Used Playground: Installation, wood chips, Delivery @ Town Hall/PSB Park	75000	75000
1	10-501-2320	Park Balance after utilizing full grant/With tax	1852.34	1852.34
				0
				0
				0
				0
				0
Amt from fund	**Fund Code**	**Fund amount**		
1	35-535-3612	$0.00		
1	10-501-2320	1852.34	Subtotal	76852.34
1	10-501-2320	4136.56	Sales tax	4136.56
			Total	80988.9

Vendor name	CES- AK Sales & Consulting, Inc.	Requested by: Signature
Vendor address		Briana Gomez 9/29/2026
Vendor phone		Approved by: Signature
For AP only	W9 Complete?	Gloria Amaya
	Yes ☑ No ☐	

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

PURCHASE ORDER

PO Number: 10-514 **Date:** 09/29/2026

Request # : 10-534 **Vendor # :** 01-3231

ISSUED TO:

CES-COOPERATIVE EDUCATION SERV
10601 RESEARCH RD SE
ALBUQUERQUE, NM 87123

SHIP TO:

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

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJECT	PRICE	AMOUNT
1	0.00	5-12 PLAYGROUND STRUCTURE	35 -535-3612		0.00	19,550.00
2	0.00	BORDERS	35 -535-3612		0.00	2,876.40
3	0.00	DELIVERY-BORDERS	35 -535-3612		0.00	2,745.77
4	0.00	INMNC-WOODCARPET SOFTWOOD	35 -535-3612		0.00	2,328.25
5	0.00	FUEL SURCHARGE	35 -535-3612		0.00	189.34
6	0.00	DELIVERY-WOODCHIPS	35 -535-3612		0.00	1,884.99
7	0.00	PLAYGROUND INSTALLATION	35 -535-3612		0.00	40,327.04
8	0.00	LEAD INSTALLER-SPREAD MUL	35 -535-3612		0.00	1,200.00
9	0.00	CREW HOURS-SPREAD MULCH	35 -535-3612		0.00	2,880.00
10	0.00	TRAVEL TIME	35 -535-3612		0.00	632.00
11	0.00	MILEAGE	35 -535-3612		0.00	254.80
12	0.00	WASTE	35 -535-3612		0.00	131.41
13	0.00	WASTE	10 -501-2320		0.00	266.79
14	0.00	BONDING INSURANCE	10 -501-2320		0.00	1,585.55
15	0.00	MESGRT7.94%	10 -501-2320		0.00	4,136.56

25-J2971 PLAYGROUND PURCHASE
INSTALLATION OF PLAYGROUND EQUIPMENT AGES 5-12.
INSTALLATION, PLASTIC BORDERS AROUND PLAY AREA AND
FUNRISH AND SPREAD WOOD CHIPS THROUGHOUT APPROX.
2,007 SF.
BORDERS
DELIVERY-BORDERS
INMNC-WOODCARPET SOFTWOOD
FUEL SURCHARGE
DELIVERY-WOODCHIPS
PLAYGROUND INSTALL
LEAD INSTALLER/CREW HOURS-SPREAD MULCH
TRAVEL TIME, MILEAGE, WASTE, BONDING INSURANCE

Approvals:

* Taxable Item

SUBTOTAL	80,988.90
TOTAL TAX	0.00
TOTAL	80,988.90

Clerk / Treasurer: Doris Maya **Date:** 09-29-2026

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

AK Sales and Consulting, Inc.
1202 E 19th Street
Roswell, NM 88201
Phone 575-623-1488

Estimate

Date	Estimate #
9/3/2026	13787

Name / Address
Town of Mesilla 2231 Avenida de Mesilla PO Box 10 Mesilla, NM 88046

CES 2023-16-C112 ALL Playground, Recreational, Waterparks, Swimming Pools -with installation

25-J2971 Playground

Description	Qty	Retail Price	Amount	Discount	Total
Project: Used Playground Town of Mesilla 2231 Avenida de Mesilla P.O. Box 10 Mesilla, NM 88046 Scope of Work: Install used playground equipment for ages 5–12. Provide and install plastic borders around the play area and furnish and spread wood chips throughout approximately 2,007 square feet.					
5-12 Used Playground Structure (discounted 82%)	1	23,000.00	23,000.00	-15.00%	19,550.00
Borders	36	94.00	3,384.00	-15.00%	2,876.40
Delivery - Borders	1	2,745.77	2,745.77		2,745.77T
1NMNC - Woodcarpet Softwood.	113	24.24	2,739.12	-15.00%	2,328.25
Fuel Surcharge	1	189.34	189.34		189.34T
Delivery - Woodchips	1	1,884.99	1,884.99		1,884.99T
Playground Installation	1	40,327.04	40,327.04		40,327.04T
Lead Installer - Spread Mulch and Install Borders	16	75.00	1,200.00		1,200.00T
Crew Hours - Spread Mulch and Install Borders	48	60.00	2,880.00		2,880.00T
Travel Time	6.32	100.00	632.00		632.00T
Mileage	392	0.65	254.80		254.80T
Waste	1	398.20	398.20		398.20T
Bonding Insurance	1	1,585.55	1,585.55		1,585.55T

10-501-2320-$5,988.90
35-535-3612-$75,000

*****Terms and Conditions*****
We will contact line locate companies, but owners are required to locate private lines.
We will not be held responsible for damage to underground utilities.
An additional charge may be required if adverse digging conditions occur.
We shall not be held responsible for damage to the existing landscape.
Access with construction equipment is required.
Issuance of purchase order is acceptance of terms as stated in this estimate.
Tax rate may change at time of invoicing due to NM Gross Receipts Tax schedule.
Applicable gross receipts tax included.
Quote valid for 30 days.
EXCLUDES any/all permit fees. TBD

Subtotal	$76,852.34
Sales Tax (7.94%)	$4,136.56
Total	
	$80,988.90













Town of Mesilla Purchase Requisition

Department				
Requesting: Check ☐ Purchase Order ☑			Date:	10/8/2026
Quantity	**Fund Code**	**Description**	**Unit price**	**Line total**
		25-J2970-Conmemorativo Park		0
				0
				0
		Provide and Deliver 70 Cubic Yards of Mulch		0
1	35-535-3611	IPEMA Certified Engineered Wood Fiber	2463.82	2463.82
1	35-535-3611	Frieght	1408.75	1408.75
				0
				0
				0
				0
Amt from fund	**Fund Code**	**Fund amount remaining**		
3984.42	35-535-3611	73,387.90		
			Subtotal	3872.57
			Sales tax	111.85
			Total	3984.42

Vendor name	AK Sales and Consulting	Requested by: Signature
Vendor address		Briana Gomez 10-8-26
Vendor phone		Approved by: Signature
For AP only	W9 Complete?	
	Yes ☐ No ☐	

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

PURCHASE ORDER

PO Number: 10-516 **Date:** 10/08/2026

Request # : 10-536 **Vendor # :** 01-4094

ISSUED TO: AK SALES AND CONSULTING, INC.
1202 E. 19TH STREET
ROSEWELL, NM 88201

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

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJECT	PRICE	AMOUNT
1	0.00	WOOD FIBER(MULCH)	35-535-3611		0.00	2,463.82
2	0.00	FREIGHT	35-535-3611		0.00	1,408.75
3	0.00	MESGRT7.94%	35-535-3611		0.00	111.85
		25-J2970 PARQUE CONMEMORATIVO IMPROVEMENTS				
		SCOPE OF WORK: PROVIDE AND DELIVER 70 CUBIC YARDS				
		OF MULCH FOR CONMEMORATIVO PARK.				
		IPEMA CERTIFIED ENGINEERED WOOD FIBER				
		FREIGHT				

* Taxable Item

SUBTOTAL	3,984.42
TOTAL TAX	0.00
TOTAL	**3,984.42**

Approvals:

Clerk / Treasurer: Doria Maya **Date:** 10.08.2026

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

AK Sales and Consulting, Inc.
1202 E 19th Street
Roswell, NM 88201
Phone 575-623-1488

Estimate

Date	Estimate #
10/7/2026	13846

Name / Address
Town of Mesilla 2231 Avenida de Mesilla PO Box 10 Mesilla, NM 88046

25-J2970

CES 2023-16-C121-ALL Playground, Recreational, Waterparks, Swimming Pools- Material only

35-535-3611

Description	Qty	Retail Price	Amount	Discount	Total
Project: Park Mulch Conmemorativo Park 2801 Ave de Mesilla Mesilla, NM 88046 Scope of Work: Provide and deliver 70 cubic yards of mulch for Conmemorativo Park. Customer will be responsible for unloading and spreading all mulch throughout the designated play areas.					
IPEMA Certified Engineered Wood Fiber	70	37.05	2,593.50	-5.00%	2,463.82
Freight	1	1,408.75	1,408.75		1,408.75T

*****Terms and Conditions*****
We will contact line locate companies, but owners are required to locate private lines.
We will not be held responsible for damage to underground utilities.
An additional charge may be required if adverse digging conditions occur.
We shall not be held responsible for damage to the existing landscape.
Access with construction equipment is required.
Issuance of purchase order is acceptance of terms as stated in this estimate.
Tax rate may change at time of invoicing due to NM Gross Receipts Tax schedule.
Applicable gross receipts tax included.
Quote valid for 30 days.
EXCLUDES any/all permit fees. TBD

Subtotal	$3,872.57
Sales Tax (7.94%)	$111.85
Total	
	$3,984.42

Town of Mesilla Purchase Requisition

Department				
Requesting: Check ☑ Purchase Order ☑			Date:	9/25/2026
Quantity	**Fund Code**	**Description**	**Unit price**	**Line total**
		HW2C1253268-Mesilla Signs		0
		Please pay from PO10-498		0
				0
1	35-535-3616	EV Charging Signs (4)	400	400
				0
				0
				0
				0
				0
Amt from fund	**Fund Code**	**Fund amount remaining**		
431.76	35-535-3616			
			Subtotal	400
			Sales tax	31.76
			Total	431.76

Vendor name	Milestone Construction	Requested by: Signature
Vendor address		Briana Gomez 9/25/26
Vendor phone		Approved by: Signature
For AP only	W9 Complete?	
	Yes ☐ No ☐	

Milestone Construction LLC

A Path to Success **GB98 License # 419880**

INVOICE PO# 10-498
EV Charging Signs

1685 Camino De Pavos
Las Cruces NM 88005
Phone: (575) 642-1560
Email: marco@milestoneconstruct.com

DATE September 25, 2026
Invoice # 10-498.01
CUSTOMER ID 2501

Payment Due Net30 October 25, 2026

CUSTOMER

Town of Mesilla

Briana Gomez

PREPARED BY Marco Hamilton

DESCRIPTION	VALUE	Total Completed & Stored
EV Charging Station Signs (X4)	$400.00	$ 400.00
Installation	$800.00	
Total	$1,200.00	
	Sub Total	**$ 400.00**
	Tax @7.94%	**$ 31.76**
	Current Amount Due	**$ 431.76**

Note:

If you have any questions concerning this quotation, please reach out to Marco (575) 642-1560

THANK YOU FOR YOUR BUSINESS!

HW2C1253268-mes. Signs

Town of Mesilla Purchase Requisition

Department				
Requesting: Check ☑ Purchase Order ☑			Date:	10/8/2026
Quantity	**Fund Code**	**Description**	**Unit price**	**Line total**
		23-H2415-Mesila Water Line Improvements		0
		Pay from PO 10-502		0
				0
1	35-535-3606	Project Management/Coordiation	1375	1375
1	35-535-3606	Service Line Inspections	12870	12870
1	35-535-3606	GIS/Inventory Update	663	663
				0
				0
				0
				0
Amt from fund	**Fund Code**	**Fund amount remaining**		
16091.7	35-535-3606	53,322.64		
			Subtotal	14908
			Sales tax	1183.7
			Total	16091.7

Vendor name	CobbFendley	Requested by: Signature
Vendor address		Briana Gomez 10-8-26
Vendor phone		Approved by: Signature
For AP only	W9 Complete?	Gloria Maya
	Yes ☐ No ☐	

Invoice

CobbFendley

4424 W Sam Houston Parkway N, Suite 600
Houston, Texas 77041

October 02, 2026
Invoice No: 367357

Briana Gomez
Town Clerm
Town of Mesilla
2231 Avenida de Mesilla P.O. Box 10
Mesilla, NM 88046

Amount Due this Invoice $16,091.70

Project 2602-054-01 Mesilla: LCR Baseline CES PO 10-502 23-H2415

CobbFendley Payment Instructions: In accordance with industry best practices to help prevent payment fraud, please verify any requests for change in the CobbFendley payment instructions or remittance address through a phone call to Mylinh Diep, Controller, or Jared Smith, CFO.

Invoice for period ending August 31, 2026

Task	01	Project Management and Coordination			
Fee					
Total Fee		5,500.00			
Percent Complete		35.00	Total Earned	1,925.00	
			Previous Fee Billing	550.00	
			Current Fee Billing	1,375.00	
			Total Fee		**1,375.00**
				Total this Task	**$1,375.00**

Task	02	Service Line Visual Inspections			
Fee					
Total Fee		39,000.00			
Percent Complete		48.00	Total Earned	18,720.00	
			Previous Fee Billing	5,850.00	
			Current Fee Billing	12,870.00	
			Total Fee		**12,870.00**
				Total this Task	**$12,870.00**

Task	03	GIS and Inventory Update			
Fee					
Total Fee		6,630.00			
Percent Complete		10.00	Total Earned	663.00	
			Previous Fee Billing	0.00	
			Current Fee Billing	663.00	
			Total Fee		**663.00**
				Total this Task	**$663.00**

Project	2602-054-01	Mesilla: LCR Baseline CES PO 10-502		Invoice	367357
Taxes					
	Mesilla, Dona Ana County - NMGRT		7.94 % of 14,908.00	1,183.70	
	Total Taxes			**1,183.70**	**1,183.70**
			Total this Invoice		**$16,091.70**

Town of Mesilla Purchase Requis..on

Department				
Requesting: Check ☐ Purchase Order ☑			Date:	10/08/2026
Quantity	**Fund Code**	**Description**	**Unit price**	**Line total**
		Que Linda Beautification-D21033		0
1	35-535-3621	2027 POLARIS RANGER	14499	$ 14,499.00
1	35-535-3621	POLARIS FREIGHT RANGER CREW	1195	$ 1,195.00
1	35-535-3621	DOC FEE	299	$ 299.00
1	35-535-3621	K-ACCY ROOF POLY, SPORT	449.99	$ 449.99
1	35-535-3621	K-MIRROR	125.99	$ 125.99
		K-ACCY, LIGHT, ORB	256.49	$ 256.49
1	35-535-3621	K-ACCY,BED WALLS	535.49	$ 535.49
1	35-535-3621	K-ACCY, BOX, POWER	269.99	$ 269.99
1	35-535-3621	2 X2 HITCH, 2 BALL	35.99	$ 35.99
1	35-535-3621	LIGHT HARNESS	107.99	$ 107.99
1	35-535-3621	INSTALL FEES	390	$ 390.00
1	35-535-3621	GOVERNMENT/COMMUNITY SERVICE AND COMMERCIAL FLEET REBATE	-1750	$ (1,750.00)
Amt from fund	**Fund Code**	**Fund amount remaining**		
			Subtotal	$ 16,414.93
			Sales tax	$ -
			Total	$ 16,414.93

Vendor name	THE POWER CENTER	Requested by: Signature
Vendor address		Briana Gomez 10/8/26
Vendor phone		Approved by: Signature
For AP only	W9 Complete?	Gloria Amaya
	Yes ☐ No ☐	

P010-509
35-535-3621

S A L E S O R D E R

The Power Center, Inc.
2000 N Telshor BLVD
Las Cruces, NM 88011 US
Phone #: (575)522-1050
Fax #: (575)522-1168

PHONE #: (575)524-3262
CELL #: (575)524-3262
ALT. #:
P.O.#:
TERMS: Net 10th EOM
SALES TYPE: Sales Order
CP: 24
SALES REP: 24

DATE: 9/11/2026
ORDER #: 54549
CUSTOMER #: 100227
LOCATION: 1
STATUS: Active

BILL TO 100227
TOWN OF MESILLA
PO BOX 10
MESILLA, NM 88046

SHIP TO
TOWN OF MESILLA
PO BOX 10
MESILLA, NM 88046

MFR	PRODUCT NUMBER	DESCRIPTION	ORD	SOLD	B/O	PRICE	NET	TOTAL
POL	R27TAA99A8	2027 POLARIS RANGER 1000 - Stealth Gray	1		0	$14,499.00	$14,499.00	$14,499.00
	S/N:	3NSTAA999VH268851						
POL	FREIGHT-RGR-CREW	POLARIS FREIGHT RANGER CREW	1		0	$1,195.00	$1,195.00	$1,195.00
****	LOGISTICS	LOGISTICS SURCHARGE	1		0	$500.00	$.00	$0.00
POL	SETUP SXS 4SEAT-CR	SETUP SXS 4 SEAT-CREW	1		0	$795.00	$.00	$0.00
****	DOC	DOC FEE	1		0	$299.00	$299.00	$299.00
POL	2882911	K-ACCY ROOF POLY,SPORT,ZS(2)	1		0	$499.99	$449.99	$449.99
POL	2881439	K-MIRROR,ACCY,RGR	1		0	$139.99	$125.99	$125.99
POL	2883265	K-ACCY,LIGHT,ORB,ZS	1		0	$284.99	$256.49	$256.49
POL	2882177	K-ACCY,BED WALLS,RGT	1		0	$594.99	$535.49	$535.49
POL	2889673	K-ACCY,BOX,PWR	1		0	$299.99	$269.99	$269.99
POL	2830522	2 X2 HITCH,2 BALL	1		0	$39.99	$35.99	$35.99
POL	2883230	K-ACCY,Light Harness	1		0	$119.99	$107.99	$107.99
MISC	INSTALL	INSTALL FEES	3		0	$130.00	$130.00	$390.00
****	GOV FLEET	Government/Community Service and Commercial Fleet Rebate	-1		0	$1,750.00	$1,750.00	($1,750.00)
		(575) 296-3428						

All special orders require prepayment and this deposit is not refundable. No returns on electrical or special order items. There may be a 20% restocking fee imposed on returned items. All returns must be accompanied by the original receipt and be made within 30 days. EXCLUDING SERIALIZED ITEMS. Thank you for your business!

SUBTOTAL:	$16,414.93
TAX:	$0.00
ORDER TOTAL:	$16,414.93
BALANCE REMAINING:	$16,414.93

BOARD ACTION FORM
AGENDA DATE

PZHAC: 10/05/2026 **BOT:10/13/26**

DAC ACCOUNT #R0400315
BLDG CODE –
EVALUATION COST- $2,000
FEE - $95

ITEM: **CASE #062169 –** 2450 Calle de Principal, submitted by Felix Armijo. Requesting approval to amend his building plans. Requesting approval to install a wrought iron fence, red brick pavers on the property. ZONE (H-C).

BACKGROUND AND ANALYSIS:
Mr. Armijo is requesting approval to install a 52" wrought iron fence, red brick pavers along the front entry side of the property on Calle de Principal, following the path on the south side towards the back parking area. The purpose of the pavers is to provide access from the parking area to the building entry doors, and to comply with ADA. On this proposal, Mr. Armijo requests to include that canales are attached to a single gutter and directed to south drain pond.

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:

- Mr. Armijo provided verbal information during the initial phase of the case, therefore, Staff interpreted the information based solely on verbal communication.
- MTC. § 18.35.050 **Exterior appearance.**
- An application for a permit which would authorize construction, modification, moving or destruction, use or function which would affect the exterior appearance of any structure or sign must first be reviewed and approved by the PZHAC for compliance with Chapter **18.33** MTC (Historic Preservation), and receive final approval by the board of trustees.
  (Prior code § 11-2-11.4.C.

SUPPORTING INFORMATION:

- Current Application
- Previous amended application.
- Photography

PZHAC
Determination Notes
Vote 4-0
Approved with conditions:
-Add a fence with latillas
-Drainage will go under the pavers
-Remove wood covering around electrical panel

FORM: ZP – 2026

CASE # 062169

TOWN OF MESILLA

2231 AVENIDA DE MESILLA
MESILLA, NM, 88046
PO BOX 10
575-524-3262
mesillaced@mesillanm.gov

2025 ZONING PERMIT APPLICATION

Review Fee $	15
Permit Fee $	80
Penalty Fee $	
Extension Fee $	
TOTAL FEE $	95

Name of property owner: [redacted]	Worksite Address: 2450 CALLE DE PRINCIPAL		
ID/DL#:	Mailing Address: [redacted]		
Phone: [redacted]	Email: N/A	Dona Ana County Account #: [redacted]	
Contractor: (SELF)	Mailing Address:	Phone:	License #:

Description of Proposed work: 52" WROUGHT IRON FENCE N. SIDE PORCH. RED BRICK PAVERS BETWEEN SIDEWALK AND PORCH. ALSO WALKWAY SOUTH OF DRIVEWAY & PICKETS (3)

Evaluation Cost $: 2000

Signature of Applicant: [redacted]

Date: 8-31-26

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

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

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

OFFICE USE ONLY

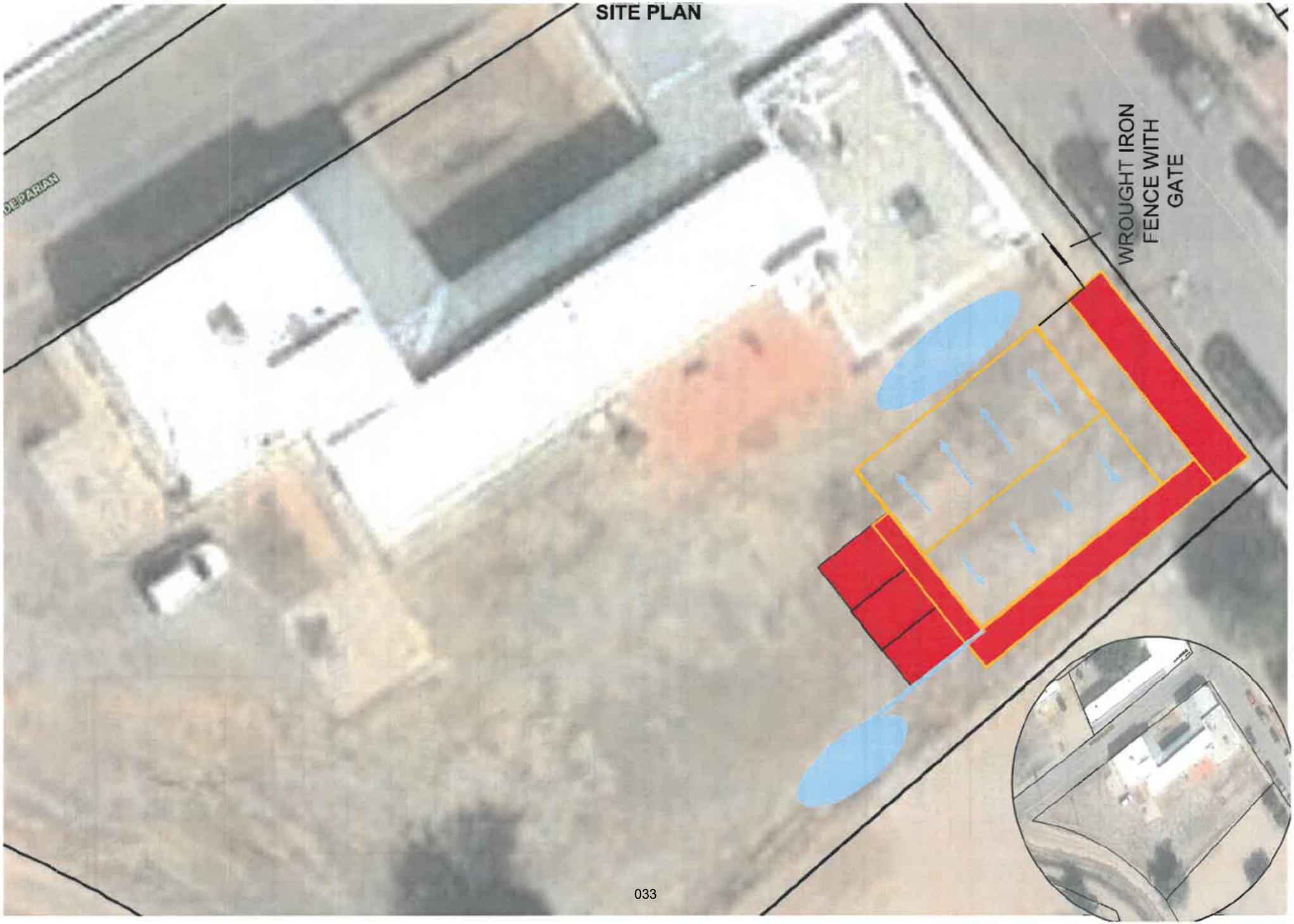
Reviewed by: Public Works	Lorenzo Arriaga (Sep 1, 2026 12:16:46 MDT)	Date 9/17/2026
Fire Department	Greg Willard	Date 9/19/2026
NM CID	Thomas Marse	Date 9/30/2026
Community Development	[signature]	Date 9/17/2026

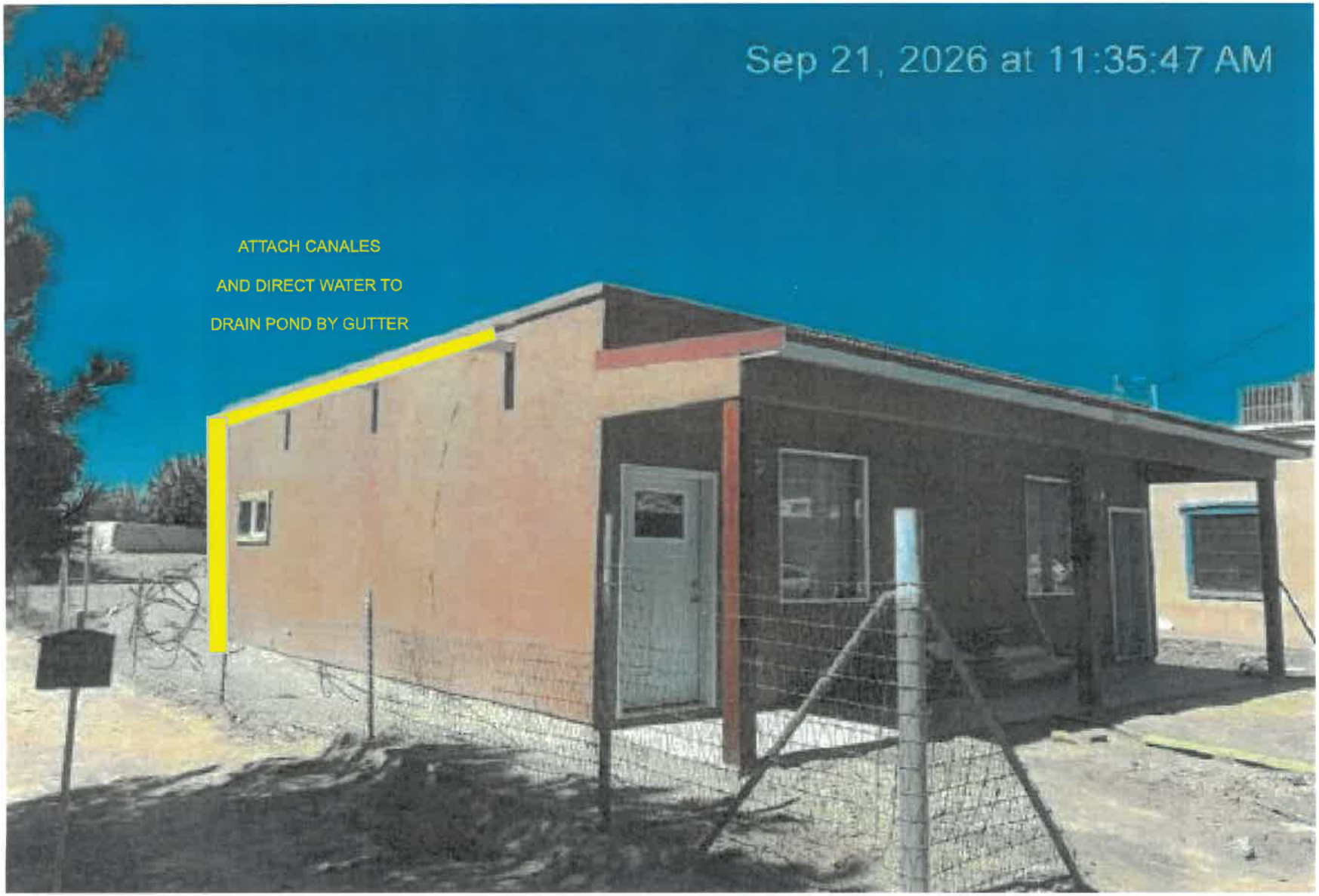
Date(s) Approved: _____ Administrative _____ PZHAC _____ BOT _____ CID

COMMENT(S) _____

2450 CALLE DE PRINCIPAL

SITE PLAN




Sep 21, 2026 at 11:35:47 AM
ATTACH CANALES
AND DIRECT WATER TO
DRAIN POND BY GUTTER


Sep 21, 2026 at 12:02:18 PM
3FT WROUGHT IRON FENCE
6' WROUGHT IRON FENCE WITH GATE
BRICK PAVERS


Sep 21, 2026 at 11:35:19 AM


Sep 21, 2026 at 12:02:26 PM

Signature: Thomas Maese
Thomas Maese (Sep 30, 2026 07:41:15 MDT)

Email: thomas.maese@rld.nm.gov



062169 ZONING PERMIT

Final Audit Report 2026-09-30

Created:	2026-09-29
By:	Eddie Salazar (MESILLACED@MESILLANM.GOV)
Status:	Signed
Transaction ID:	CBJCHBCAABAAweU5uEl5yryDZ4vsOrZ1uKt7PN91EIcy

"062169 ZONING PERMIT" History

Document created by Eddie Salazar (MESILLACED@MESILLANM.GOV)
2026-09-29 - 10:05:03 PM GMT

Document emailed to thomas.maese@rld.nm.gov for signature
2026-09-29 - 10:05:11 PM GMT

Email viewed by thomas.maese@rld.nm.gov
2026-09-30 - 1:37:22 PM GMT

Signer thomas.maese@rld.nm.gov entered name at signing as Thomas Maese
2026-09-30 - 1:41:13 PM GMT

Document e-signed by Thomas Maese (thomas.maese@rld.nm.gov)
Signature Date: 2026-09-30 - 1:41:15 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-09-30 - 1:41:15 PM GMT

BOARD ACTION FORM
AGENDA DATE

PZHAC: 10/05/2026 **BOT: 10/13/2026**

DAC ACCOUNT #R0401267
BLDG CODE –
EVALUATION COST- $5,936.70
FEE - $129.50

ITEM: CASE #062188 – 2200 Calle de los Huertos, submitted by John S. Robinson. Requesting approval to remove cracked flagstone sidewalk and replace with stamped colored concrete. ZONE: Historical Residential (H-R).

BACKGROUND AND ANALYSIS:
Mr. Robinson is requesting approval to remove the cracked flagstone sidewalk and replace it with stamped concrete. Contractor notes the estimated square feet is 550 based on the curved and varying walkway width. Zone is Historical Residential (H-R).

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:
- The requested project would exist mostly in the inside of the enclosed area of the front entry gate.
- The view from the street is minimal.
- MTC. § 18.35.050 **Exterior appearance.**
  An application for a permit which would authorize construction, modification, moving or destruction, use or function which would affect the exterior appearance of any structure or sign must first be reviewed and approved by the PZHAC for compliance with Chapter 18.33 MTC (Historic Preservation), and receive final approval by the board of trustees.
  (Prior code § 11-2-11.4.C.

SUPPORTING INFORMATION:
- Current Application
- Survey
- Proof of ownership
- Photography
- Contractor agreement

PZHAC
Determination Notes

Vote: 4-0
Approved with no conditions

FORM ZP - 2026

CASE # 062188

TOWN OF MESILLA

2231 AVENIDA DE MESILLA
MESILLA, NM, 88046
PO BOX 10
575-624-3252
mesillaceo@mesillanm.gov

2025 ZONING PERMIT APPLICATION

Review Fee $ 19.50
Permit Fee $ 110
Penalty Fee $ _____
Extension Fee $ _____
TOTAL FEE $ 129.50

Name of property owner: John S Robinson	Worksite Address: 2200 Calle De Los Huertos, Mesilla NM	
DOLA# [redacted]	Mailing Address: [redacted]	
Phone: [redacted]	Email: [redacted]	Dona Ana County Account # [redacted]
Contractor: JH Concrete & Construction	Mailing Address: [redacted]	Phone: [redacted] License #:

Description of Proposed work:
Remove cracked flagstone sidewalk and replace with stamped, colored concrete

Evaluation Cost $: 5,936.70

[redacted] 9/22/26
Signature of Applicant — Date

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

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

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

OFFICE USE ONLY

Reviewed by: Public Works — Lorenzo Astorga (Sep 28, 2026 09:06:30 MDT) — Date 09/28/2026
Fire Department — Greg Wood — Date 09/28/2026
NM CID — Thomas Maese — Thomas Maese (Sep 29, 2025 09:14:37 MDT) — Date 09/29/2026
Community Development — [signature] — Date 09/28/2026

Date(s) Approved: _____ Administrative _____ PZHAC _____ BOT _____ CID 09/30/2026

COMMENT(S) _____ Liana Aguirre (Sep 30, 2026 09:02:04 MDT)

2111490 APR 9, 2021 04:02:01 PM PAGES: 1
WARRANTY DEED Deputy: Edward Kriner
Amanda López Askin, County Clerk, Dona Ana, NM

Southwestern Abstract & Title Co.
4772-TM-2021/cp

WARRANTY DEED
(JOINT TENANTS)

Gregg A. Henry and Wenda R. Trevathan, husband and wife, for consideration paid, grant to John S. Robinson and Leslie Toombs, husband and wife, as joint tenants, whose address is 2200 Calle De Los Huertos, Las Cruces, NM 88005, the following described real estate in Dona Ana County, New Mexico:

Lot B, HUERTOS TRACTS, in the Town of Mesilla, Dona Ana County, New Mexico, as shown and designated on the plat thereof, filed in the office of the County Clerk of said County on March 8, 2004, in Book 20 Page(s) 553 of Plat Records.

SUBJECT TO: Restrictions, Reservations and Easements of record.

with warranty covenants.

Witness our hands and seal this 9th day of April, 2021.

Gregg A. Henry

Wenda R. Trevathan

ACKNOWLEDGEMENT

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

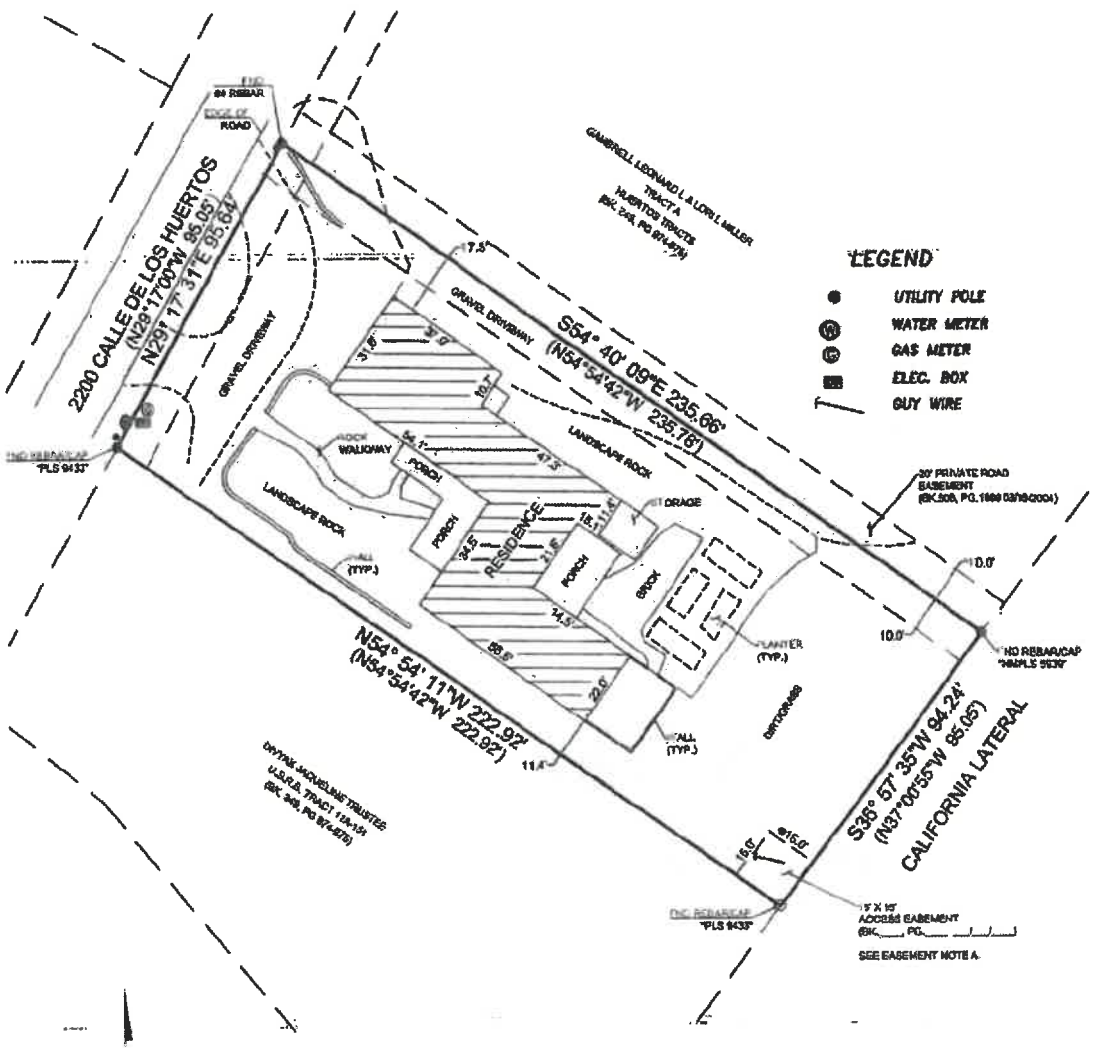
This instrument was acknowledged before me on this 9th day of April, 2021, by Gregg A. Henry and Wenda R. Trevathan.

Signature of notarial officer

OFFICIAL SEAL
TARA MUNOZ
NOTARY PUBLIC
STATE OF NEW MEXICO
My Comm. Expires 2/13/25

PLAT OF SURVEY
ON LOT B
HUERTOS TRACTS

FILED MARCH 8, 2004, IN BK. 20, PG. 553
WD RECORDED ON MARCH 19, 2004 (BK.505, PG. 1009)
DONA ANA COUNTY, NEW MEXICO
FEBRUARY 2021



SCALE 1"=40'

SURVEYOR'S CERTIFICATE:

I, DAVID P ACOSTA, NEW MEXICO PROFESSIONAL SURVEYOR NO. 21082, DO HEREBY CERTIFY THAT THIS PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO

02-05-2021
DAVID P. ACOSTA, NMPLS NO. 21082 DATE

PROFESSIONAL SURVEYOR
02/05/21

1. DATE OF SURVEY: FEBRUARY 2021
2. BASIS OF BEARING: PROPERTY CORNERS FOUND IN PLACE FOR LOT B, HUERTOS TRACTS AS FILED ON MARCH 8, 2004 (BK. 20, PG. 553) OF THE RECORDS OF DONA ANA COUNTY, NEW MEXICO.
3. DISTANCES ARE GROUND DISTANCES IN US FEET
4. RECORD OR PLATTED INFORMATION, WHERE IT DIFFERS FROM THAT IN THE FIELD, IS SHOWN IN PARENTHESIS
5. PROPERTY LIES WITHIN FLOOD ZONE "X"; AREA IS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN AS DESIGNATED IN FLOOD INSURANCE RATE MAP NO. 35013C0633E EFFECTIVE DATE: 9/27/1991
6. LOT B ACREAGE = 0.4983 ACRES

CONSTRUCTION SURVEY TECHNOLOGIES, INC
PO BOX 65395
ALBUQUERQUE, NM 87193
575-644-0250

CSTi

ESTIMATE

ESTIMATE NUMBER
26260
DATE ISSUED
9/17/2026

CONCRETE & CONSTRUCTION

PREPARED BY:
JH CONCRETE AND CONSTRUCTION LLC
2260 E LOHMAN AVE #1138
LAS CRUCES, NM 88001
QUESTIONS@JHCONCRETE.ORG
575-993-1004

PREPARED FOR:
Steve Robinson
2200 Calle de los Huertos
Mesilla, NM 88046
[redacted]

Item	Item Description	Unit	Unit Cost	Total Cost
1	**Stamped Concrete** Install formwork, level off dirt, compact ground, pour and finish 3000 psi concrete with fiber and color additive, stamp concrete per desired stamp, remove formwork, site cleanup Estimated quantity is 550 sq ft based on curves and varying walkway width.	550	$10.00	$5,500.00

SUBTOTAL		$ 5,500.00
NM/MESILLA GROSS RECEIPTS TAX	7.94%	$ 436.70
TOTAL AMOUNT DUE		$ 5,936.70

NOTES:

> Valid NTTC required for Tax Exempt Status.

> This estimate excludes all city, county, and state permit fees. Customer responsible for acquiring permits.

> GC/Customer provices access to water on site.

ACCEPTED BY:

The above price, conditions, specifications, and notes are satisfactory and hereby accepted.

BUYER: _____

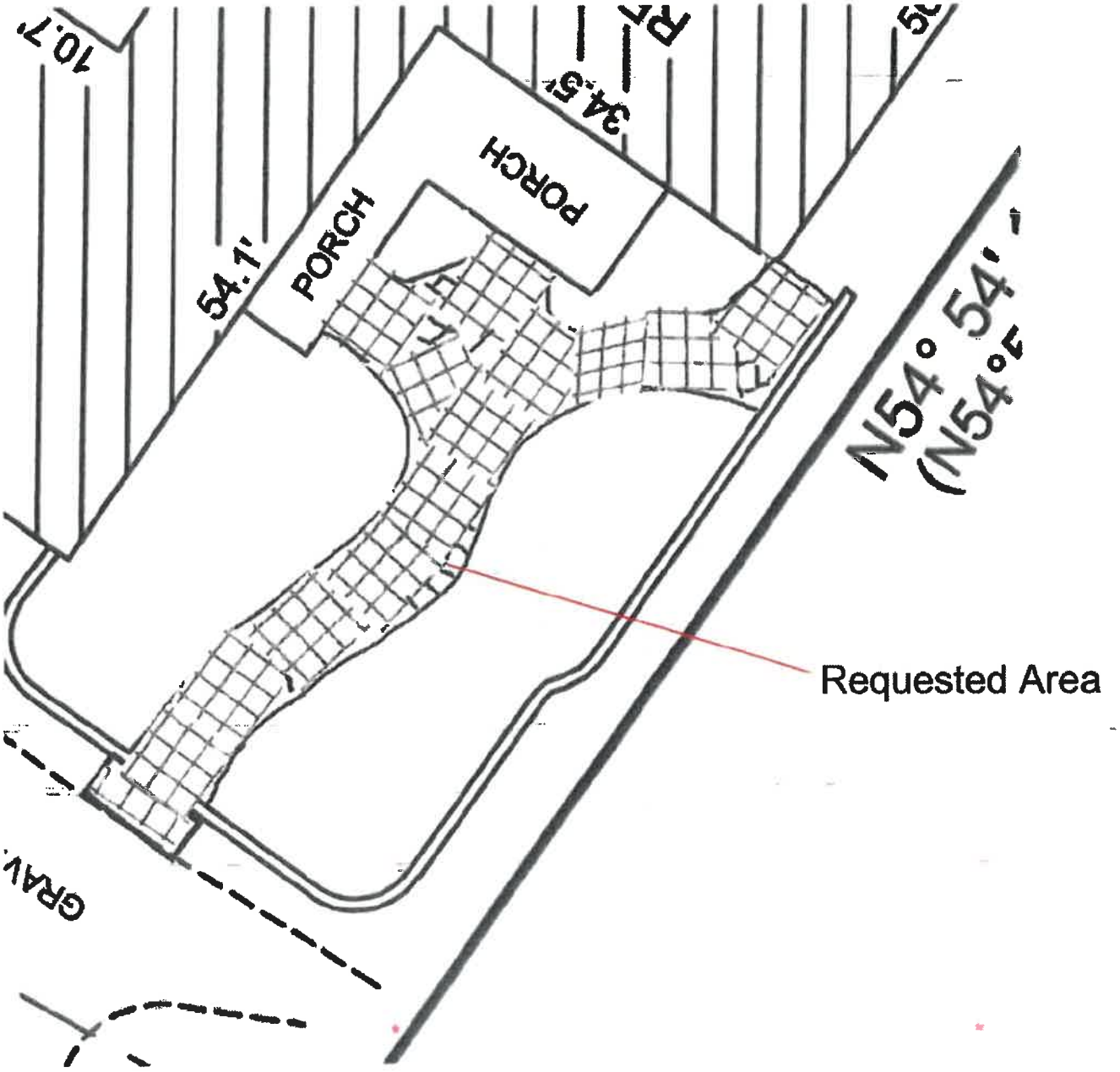
SIGNATURE: _____

DATE: _____

CONFIRMED BY:

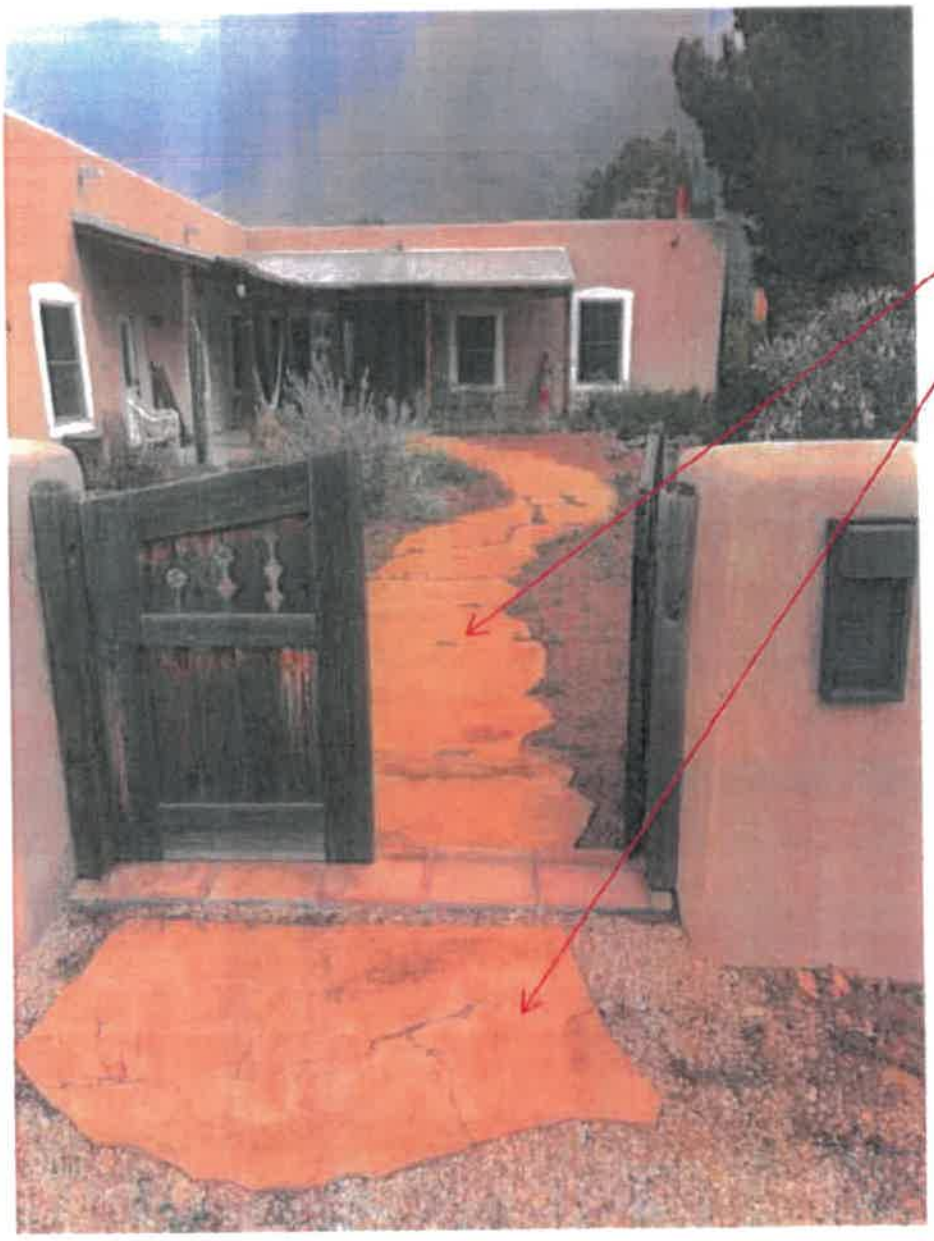
JH CONCRETE AND CONSTRUCTION

AUTHORIZED SIGNATURE: _____


10.7'
34.5'
PORCH
PORCH
54.1'
PORCH
N54° 54'
(N54°
Requested Area
GRAV.

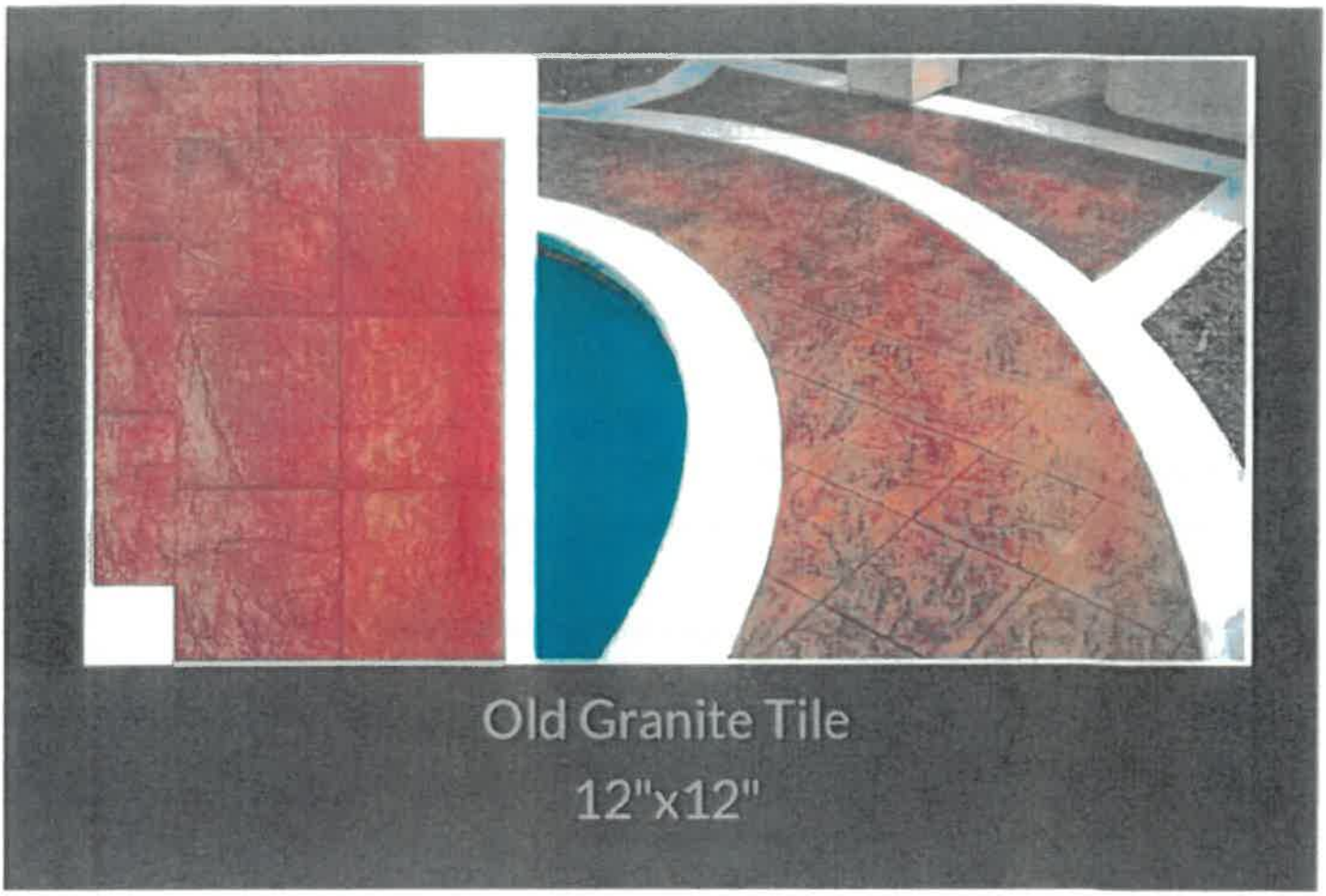


Requested Square Shape



Existing Flagstone

- Color will remain as close as possible to the existing



Requested Texture

2200 calle de los huertos

Final Audit Report 2026-09-30

Created:	2026-09-28
By:	Eddie Salazar (MESILLACED@MESILLANM.GOV)
Status:	Signed
Transaction ID:	CBJCHBCAABAAS3ZIms81LPBSyOttd9QOIv6jc6JadfQo

"2200 calle de los huertos" History

Document created by Eddie Salazar (MESILLACED@MESILLANM.GOV)
2026-09-28 - 2:46:16 PM GMT

Document emailed to Lorenzo Astorga (lorenzoa@mesillanm.gov) for signature
2026-09-28 - 2:46:22 PM GMT

Document emailed to Greg WHITED (gwhited@mesillanm.gov) for signature
2026-09-28 - 2:46:23 PM GMT

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2026-09-28 - 2:46:23 PM GMT

Document emailed to historicpreservation@mesillanm.gov for signature
2026-09-28 - 2:46:23 PM GMT

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2026-09-28 - 3:06:05 PM GMT

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2026-09-28 - 3:37:53 PM GMT

Document e-signed by Eddie Salazar (MESILLACED@MESILLANM.GOV)
Signature Date: 2026-09-28 - 3:38:18 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

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2026-09-29 - 2:44:20 AM GMT

Adobe Acrobat Sign

Document e-signed by Greg WHITED (gwhited@mesillanm.gov)
Signature Date: 2026-09-29 - 2:44:42 AM GMT - Time Source: server - Signature Appearance Selected: MOBILE_IMAGE

Email viewed by thomas.maese@rld.nm.gov
2026-09-29 - 3:13:27 PM GMT

Signer thomas.maese@rld.nm.gov entered name at signing as Thomas Maese
2026-09-29 - 3:14:35 PM GMT

Document e-signed by Thomas Maese (thomas.maese@rld.nm.gov)
Signature Date: 2026-09-29 - 3:14:37 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Email viewed by historicpreservation@mesillanm.gov
2026-09-30 - 3:00:47 PM GMT

Signer historicpreservation@mesillanm.gov entered name at signing as Liana Aguirre
2026-09-30 - 3:02:02 PM GMT

Document e-signed by Liana Aguirre (historicpreservation@mesillanm.gov)
Signature Date: 2026-09-30 - 3:02:04 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

Agreement completed.
2026-09-30 - 3:02:04 PM GMT

BOARD ACTION FORM
AGENDA DATE

PZHAC: 10/05/26 **BOT:10/13/26**

DAC ACCOUNT #
BLDG CODE –
EVALUATION COST-
FEE - $50.02

ITEM: **PZHAC CASE #062189 -** 2456 Calle de Guadalupe, submitted by Anita Rivard. Requesting approval to install two signs for a business in Mesilla. ZONE: Historical Commercial (H-C).

BACKGROUND AND ANALYSIS:
Ms. Rivard is requesting permission to install two signs for "Strands of Enchantment", a business that would be located at 2456 Calle de Guadalupe. The first sign, being a projecting sign, would hang over right front window, from currently existing exterior wood mount. This sign consists of a large sign on top (24" x 18"), and two smaller signs attached below (24" x 8"). The sign would include black letters on a turquoise metal board. The sign would have a distance of 8 ft measuring from the sidewalk up to the sign
Ms. Rivard requests permission to install a second sign on the property. This sign would be located directly above the entry door. The size proposed for this sign is (43" x 28") and meets requirements for being under 9 Square Feet. The sign is similar to the projecting sign on the design and style but would not include any additional attached signs.
The property currently has a projecting directory sign for businesses located in the complex but does not display this proposed business location. If another sign was added to the current directory projecting sign, this would not comply with **§ 18.65.150 Projecting signs. A.** All projecting signs must be at least seven feet above sidewalk or ground level and must be located within the central one-third of the facade length so as not to obstruct neighboring signs.

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.

PZHAC
Determination Notes

Results:

Vote 4-0
Approved with no conditions

DEPARTMENT COMMENTS:

- The previous business owner had signs on those proposed locations.
- **§ 18.65.165Directory signs.**
  E. Each business may have one individual sign in addition to the identification on the directory sign, in accordance with the sign regulations and all other laws and ordinances. (Ord. 2008-04 § 10)
- **§ 18.65.220Number of permitted signs.**
  A. A total of two exterior signs may be allowed to each store or bona fide place of business.
  B. When more than one business occupies a single building each business will be limited to one sign plus a space on a directory sign at each entrance.
  (Prior code § 11-3-22; Ord. 94-08; Ord. 2003-05 § 6; Ord. 2008-04 § 11)

- **§ 18.65.140Wall signs.**
- **A. Wall Sign Area.** 1. Within the Historical Commercial (H-C) zone, the wall sign area, on any given house or building, shall in no case exceed 10 percent of any wall area including apertures or 15 square feet, whichever is less. Dimensions of painted signs or graphics with no frame shall be determined by measuring the extent of the painted sign or graphic horizontally and vertically and calculating the area.

SUPPORTING INFORMATION:

- Current Application
- Landlord agreement
- Photography

Town of Mesilla
P.O. BOX 10
MESILLA, NM 88046
PHONE: (575) 524-3262 FAX (575) 541-6327

SIGN PERMIT

Application Date: 9/17/2026

5 STRANDS OF ENCHANTMENT
Name of Business

ANITA RIVARD
Name of Applicant

2456 CALLE DE GUADALUPE
Address of Business

[redacted]
Address of Applicant

MESILLA NM 88046
City **State** **Zip**

[redacted]
City **State** **Zip**

[redacted]
Telephone Number

Alternate Telephone Number

Location and description of Sign:
(include dimensions, lettering, shape, material, texture, colors, and/or finish to be used. Attach a drawing of the location of the sign, including any other advertising structures on the building or lot.) SIGN WILL HANG OVER RIGHT FRONT WINDOW FROM WOOD MOUNT ALREADY EXISTING & MOUNTED TO EXTERIOR. LARGE SIGN ON TOP IS 24" X 18". TWO SMALLER SIGNS ARE ATTACHED BELOW. THEY WILL BE APPROXIMATE 24" X 8" THEN WILL BE BLACK LETTERS ON TURQUOISE METAL SIGN BOARD.

For Office Use Only

Administrative Approval: _____
PZHAC Approval: _____
BOT Approval: _____

Permit Fee: _____
Date of Payment: _____
CASE NUMBER: _____

2456 Calle de Guadalupe
ITEM: CASE #062189 - 2456 Calle de Guadalupe, submitted by Anita Rivard. Requesting approval to install two signs for a business in Mesilla. ZONE: Historical Commercial (H-C)

Reviewed By:

Public Works	Loren M. Arteaga (Sep 28, 2026 09:08:08 MDT)	**Date**	09/28/2026
Fire Dept.	Greg Whited	**Date**	09/28/2026
NM CID	Thomas Maese (Sep 29, 2026 09:12:37 MDT)	**Date**	09/29/2026
Community Development	Liana Aguirre (Sep 30, 2026 12:01:42 MDT)	**Date**	09/28/2026 09/30/2026

NEW MEXICO ASSOCIATION OF REALTORS — 2026
LETTER OF INTENT — COMMERCIAL LEASE

By their signatures below, the parties acknowledge the receipt of **BROKER DUTIES** and **BROKER DISCLOSURES.**

TENANT(S)

	Strands of Enchantment, LLC		
Tenant Signature	Printed Name	Date	Time
Tenant Signature	Printed Name	Date	Time

TENANT(S)' BROKER

Jacob Garland	44202
Tenant's Broker Name	Tenant's Broker's NMREC License No.
John Hummer	17785
If different, Tenant's Broker's Qualifying Broker's Name	Tenant's Broker's Qualifying Broker's NMREC License No.

Broker ☒ is ☐ is not a REALTOR®

LANDLORD(S)

	Grace Fountain		
Landlord Signature	Printed Name	Date	Time
	Robert Fountain		
Landlord Signature	Printed Name	Date	Time

LANDLORD(S)' BROKER

Jacob Garland	44202
Landlord's Broker Name	Landlord's Broker's NMREC License No.
John Hummer	17785
If different, Landlord's Broker's Qualifying Broker's Name	Seller's Landlord's Qualifying Broker's NMREC License No

Broker ☒ is ☐ is not a REALTOR®

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NEW MEXICO ASSOCIATION OF REALTORS — 2026
LETTER OF INTENT — COMMERCIAL LEASE

Date: September 03, 2026

The purpose of this Letter of Intent is to set forth between Landlord and Tenant the basic business terms and conditions of the lease transaction from which a Lease Agreement may be prepared. Please let this letter serve as an expression of the terms and conditions under which we would consider leasing the property described below:

PARTIES

Name of Tenant: Strands of Enchantment, LLC

Name of ☐ Co-Maker or ☐ Guarantor(s):

Use of Property: Retail Store (Beed Sales)

Name of Landlord: Grace Fountain Robert Fountain

LEASED PREMISES DESCRIPTION

Property

2456 Calle de Guadalupe Mesilla NM, 88046

Address (Street, City, State Zip)

Legal Description

Or see metes and bounds or other legal description attached as Exhibit , Dona Ana County, New Mexico.

1. **SIZE:** (usually building or unit size): ☐ Rentable ☐ Usable Approx 400 Sq. Ft. or so
2. **TERM:**
   One (1) year term beginning on October 15, 2026 with rent at $700.00 per month. Tenant shall be allowed early occupancy once the tenant improvements are completed by the landlord.

LEASE TERMS

3. **BASE RENT SCHEDULE:**

YEAR	TERM	RATE/SF	MONTHLY RATE	ANNUAL RATE
YEAR 1	See above			
YEAR 2				
YEAR 3				
YEAR 4				
YEAR 5				

4. **LEASE AND RENT COMMENCEMENT:**
   October 15, 2026.

5. **SECURITY DEPOSIT AND/OR PREPAID RENT:**
   Security deposit shall be equal to one month's rent, due with the first month's rent at lease execution.

6. **TENANT IMPROVEMENTS BY LANDLORD:**
   Landlord to do the following improvements, prior to tenants occupancy: remove old boards on the walls, remove shelving above the door in the restroom, repair all holes and plaster, paint the interior walls (tenant to provide the color), paint the trim a different color (tenant will provide the color), repair the roof where the junction box is located in the middle (last tenant informed the tenant that it leaked) and repair the bathroom sub-floor next to the toilet.

7. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller shall not disclose the following to the buyer in a transaction:
   A. that the seller has previously indicated he/she will accept a sales price less than the asking or listed price;
   B. that the seller will agree to financing terms other than those offered;
   C. the seller's motivation for selling/leasing; or
   D. any other information the seller has requested in writing remain confidential, unless disclosure is required by law;
8. Unless otherwise authorized in writing, a broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
   A. that the buyer has previously indicated he/she will pay a price greater than the price submitted in a written offer;
   B. the buyer's motivation for buying; or
   C. any other information the buyer has requested in writing remain confidential, unless disclosure is required by law.

PART II - OTHER REQUIRED DISCLOSURES

Broker shall update the following disclosures as needed.

1. **BROKERAGE RELATIONSHIP OPTIONS:** Brokerages working with consumers may do so through a variety of brokerage relationships, which include, but are not limited to the following:
   A. **Exclusive agency:** an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interests of the person in a real estate transaction. Such agreements include buyer agency, seller agency, designated agency, and sub-agency agreements.
   B. **Dual agency:** an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as a facilitator in a real estate transaction rather than as an exclusive agent for either party to the transaction.
   C. **Transaction Broker:** The non-fiduciary relationship created by law, wherein a brokerage provides real estate services without entering into an agency relationship;
2. **BROKERAGE RELATIONSHIP WITH TENANT:** Jacob Garland ("Tenant's Broker") is working with the Tenant in this transaction as a:
   ☒ Transaction Broker without a written agreement.
   ☐ Transaction Broker with a written agreement (NMAR Form 1202, Tenant- Broker Agreement).
   ☐ Agent with a written agreement (NMAR Form 1202, Tenant-Broker Agreement with Agency Addendum).
3. **IN-HOUSE TRANSACTION:**
   A. ☐ Tenant's Broker is licensed under the same Qualifying Broker in the same Brokerage as Landlord/Owner's Broker and has a written listing agreement with the Landlord/Owner as ☐ Transaction Broker OR ☐ Agent.
   B. ☒ Tenant's Broker is also Landlord/Owner's Broker for the property in this Transaction. Landlord/Owner's Broker has a written listing agreement with Landlord/Owner as ☒ Transaction Broker ☐ Agent.
4. ☐ **DUAL REPRESENTATION DISCLOSURE AND CONSENT:** Brokerage is representing both Tenant and Landlord/Owner in this transaction without creating Dual Agency. Tenant and Landlord/Owner consent to this dual representation.
5. ☐ **DUAL AGENCY DISCLOSURE:** Brokerage is representing both Tenant and Landlord/Owner by means of written agency agreements with each and Designated Agency has not been chosen by the Qualifying Broker. Designated Agency is a policy that discloses to the Brokerage's client that the Broker representing him/her as an agent is his/her only Brokerage representative. When Designated Agency is *NOT* chosen, Dual Agency is created; ***Prior to writing an offer,*** Broker must obtain written consent from the parties to act as a Dual Agent (NMAR Form 1301, Agency Agreement – Dual).
6. **MATERIAL INTEREST.** If Broker(s) has a material interest or relationship of a business, personal, or family nature in the transaction, Broker(s) to complete Addendum to Broker Duty Disclosure (NMAR Form _____).
7. **ADVERSE MATERIAL FACTS:** If Broker(s) to this transaction actually know of adverse material facts about the Property or Transaction, Broker(s) to complete Addendum to Broker Duty Disclosure (NMAR Form _____).

STEINBORN

NEW MEXICO ASSOCIATION OF REALTORS—2026
LETTER OF INTENT — COMMERCIAL LEASE

PART I - BROKER DUTIES

Per New Mexico law, Brokers are required to perform a Per New Mexico law, Brokers are required to perform a specific set of applicable Broker Duties. Prior to the time the Broker generates or presents any written documents that has the potential to become an express written agreement, he/she must disclose such duties and obtain written acknowledgement that the Broker has made such disclosures.

SECTION A: All Brokers in this transaction owe the following broker duties to *ALL* buyers, sellers, landlords and tenants in this transaction, even if the broker is not representing the buyer or the seller in the transaction:

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
4. Written disclosure of any potential conflict of interest that the broker has in the transaction, including, but not limited to;
   A. Any written brokerage relationship the Broker has with any other parties to the transaction or;
   B. Any material interest/relationship of a business, personal or family nature that the broker has in the transaction; or
   C. Any written agreement the Broker has with a Transaction Coordinator who will be providing services related to the transaction.
5. Written disclosure of any adverse material facts actually known by the broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

SECTION B: In addition to the above duties, Broker(s) owes the following Broker Duties to the buyer(s), seller(s), landlord(s), and/or tenant(s) in this transaction to whom the Broker(s) is/are directly providing real estate services, regardless of the scope and nature of those services.

1. Unless otherwise agreed to in writing by the party, assistance to the party in completing the transaction including:
   A. timely presentation of and response to all written offers or counteroffers; and
   B. active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;

   If the broker in the transaction is not providing the service, advice or assistance described in Paragraphs 1A or 1B of this Subsection, the party must agree in writing that the broker is not expected to provide such service, advice, or assistance. The broker shall disclose the existence of such agreement in writing to the other brokers involved in the transaction.
2. Acknowledgement by the broker that there may be matters related to the transaction that are outside the broker's knowledge or expertise and that the broker will suggest that the party seek expert advice on these matters;
3. Advise to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party and that has the potential to become an express written agreement;
4. Prompt accounting for all money or property received by the broker;
5. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law;
6. Written disclosure of brokerage relationship option available in New Mexico:
   A. **Exclusive agency:** an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interest of the person in real estate transaction;
   B. **Dual agency:** an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as facilitator in real estate transaction rather than as an exclusive agent for either party;
   C. **Transaction Broker:** The non-fiduciary relationship created by law, wherein a brokerage provides real estate services without entering into an agency relationship.

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Tenant Signature	Printed Name	Date	Time
Tenant Signature	Printed Name	Date	Time

TENANT(S)' BROKER

Jacob Garland	44202
Tenant's Broker Name	Tenant's Broker's NMREC License No.
John Hummer	17785
If different, Tenant's Broker's Qualifying Broker's Name	Tenant's Broker's Qualifying Broker's NMREC License No.

Broker ☒ is ☐ is not a REALTOR®

LANDLORD(S)

	Grace Fountain		
Landlord Signature	Printed Name	Date	Time
	Robert Fountain		
Landlord Signature	Printed Name	Date	Time

LANDLORD(S)' BROKER

Jacob Garland	44202
Landlord's Broker Name	Landlord's Broker's NMREC License No.
John Hummer	17785
If different, Landlord's Broker's Qualifying Broker's Name	Seller's Landlord's Qualifying Broker's NMREC License No

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Name of ☐ Co-Maker or ☐ Guarantor(s):

Use of Property: Retail Store (Beed Sales)

Name of Landlord: Grace Fountain Robert Fountain

LEASED PREMISES DESCRIPTION

Property

2456 Calle de Guadalupe Mesilla NM, 88046

Address (Street, City, State Zip)

Legal Description

Or see metes and bounds or other legal description attached as Exhibit , Dona Ana County, New Mexico.

1. **SIZE:** (usually building or unit size): ☐ Rentable ☐ Usable Approx 400 Sq. Ft. or so
2. **TERM:**
   One (1) year term beginning on October 15, 2026 with rent at $700.00 per month. Tenant shall be allowed early occupancy once the tenant improvements are completed by the landlord.

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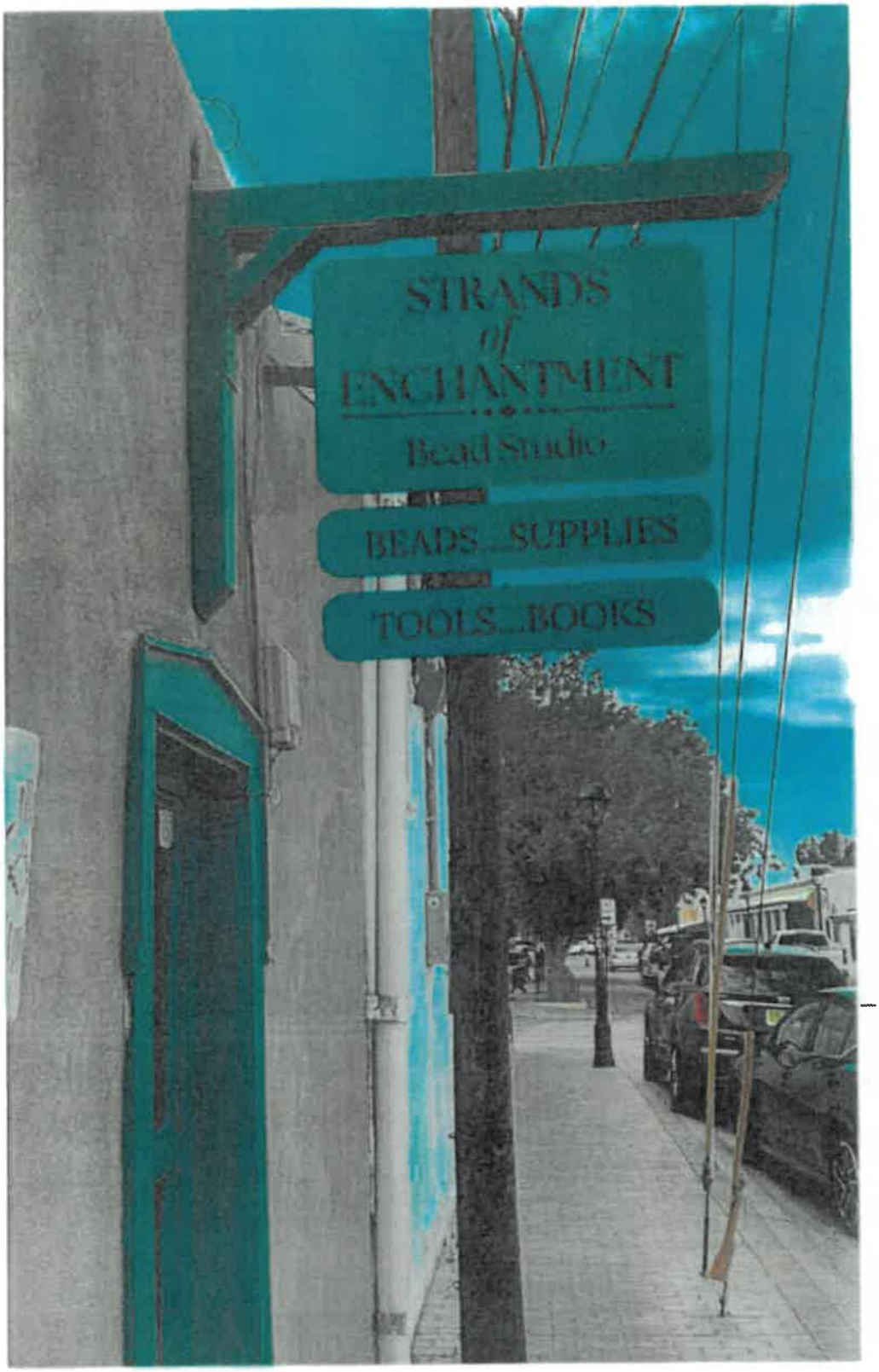
3. **BASE RENT SCHEDULE:**

YEAR	TERM	RATE/SF	MONTHLY RATE	ANNUAL RATE
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YEAR 2				
YEAR 3				
YEAR 4				
YEAR 5				

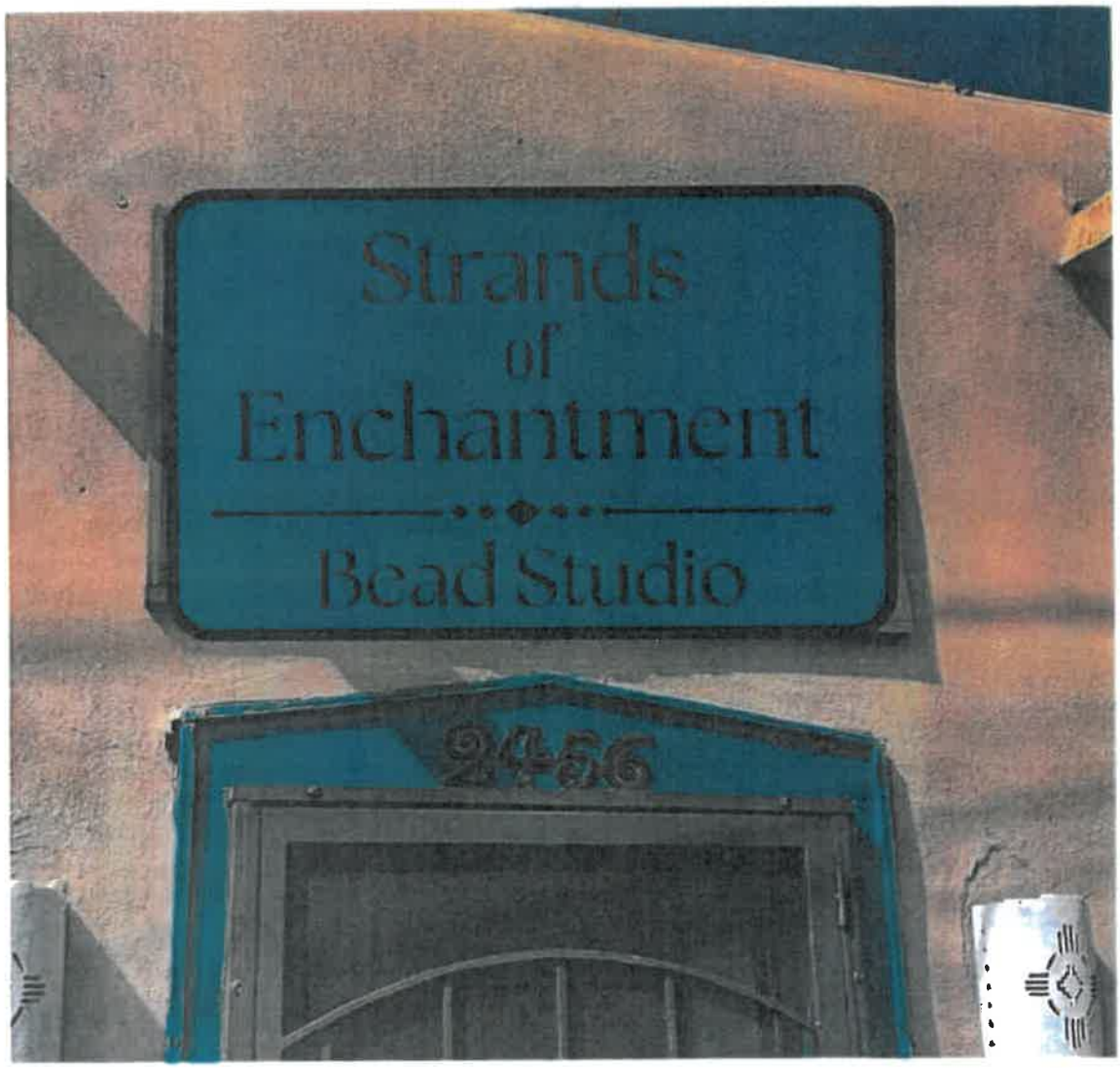
4. **LEASE AND RENT COMMENCEMENT:**
   October 15, 2026.

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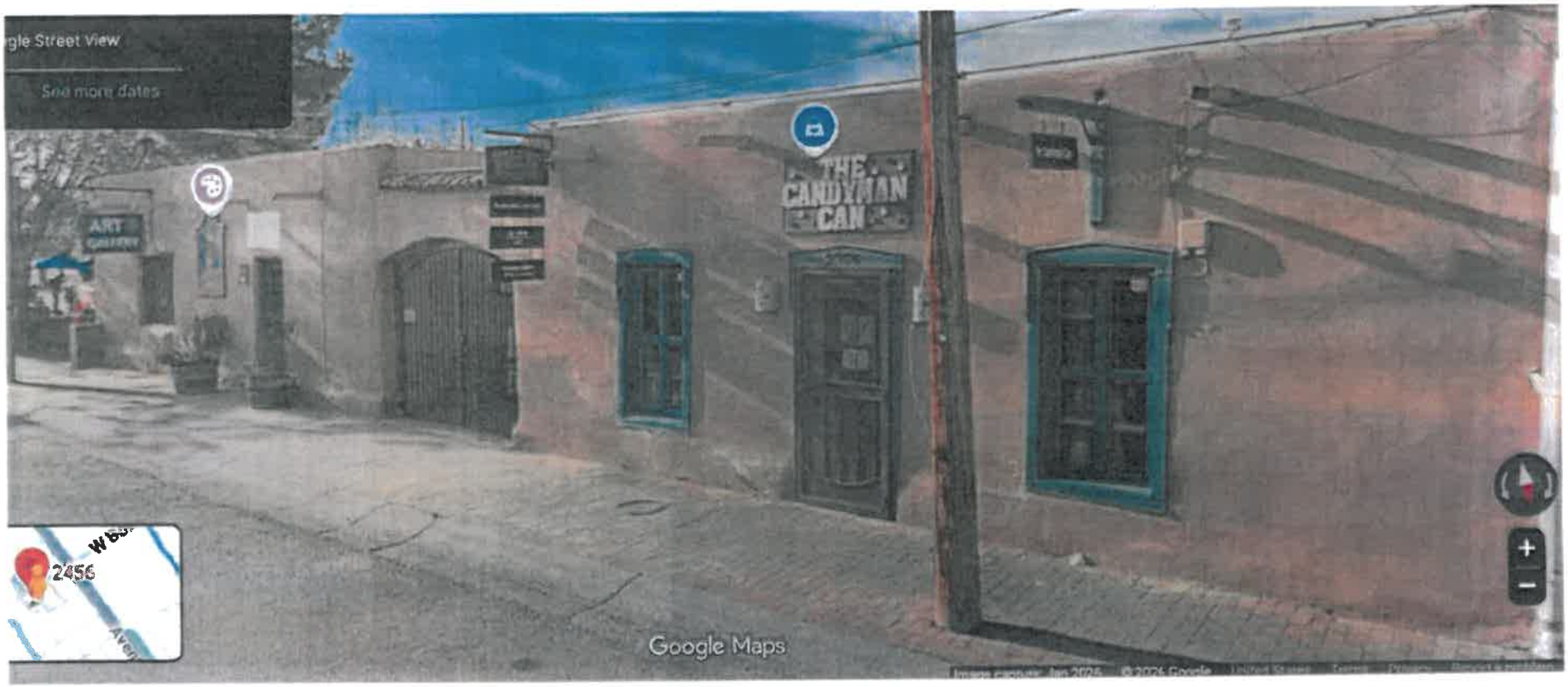

STRANDS
of
ENCHANTMENT
Bead Studio
BEADS...SUPPLIES
TOOLS...BOOKS

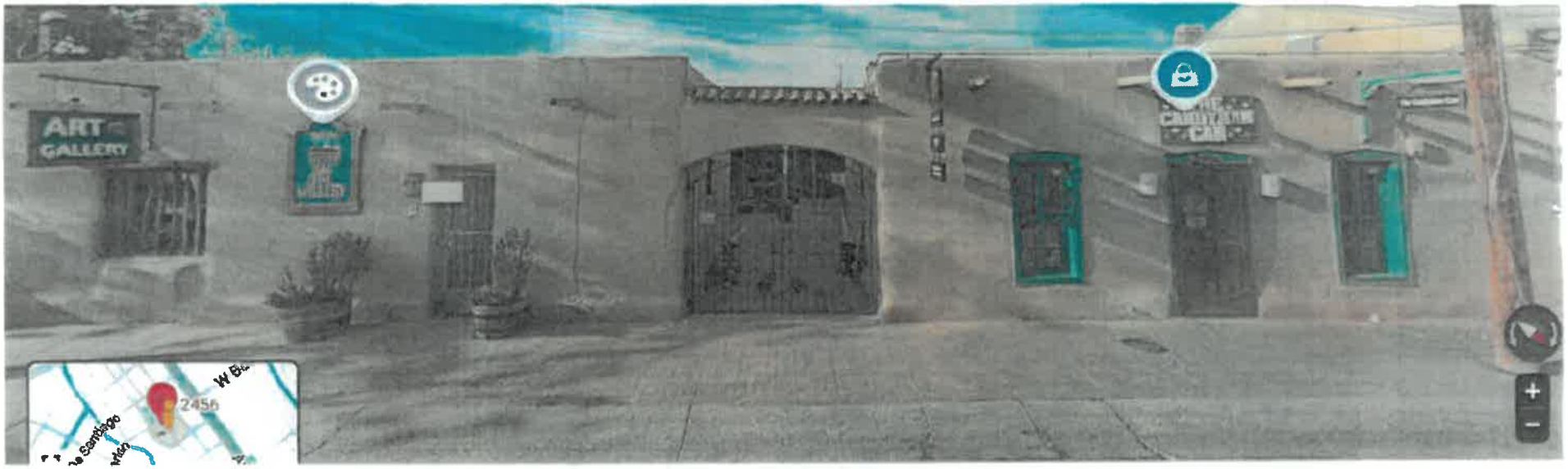
1



3


9456
CAUTION
STEP
UP


gle Street View
See more dates
ART
THE CANDYMAN CAN
2456
Google Maps


ART
GALLERY
2456


The Candyman Can
Google Maps

Statement of Work

THIS Statement of Work is made effective October 8, 2026 by and between SWHRC and The Town of Mesilla, located in New Mexico.

Description of Services:

Employee Handbook Update – Estimated average cost $4500-5000

Municipality Employment Polices/Employee Handbook – Update and rewrite

- Recommended edits will be made in track changes for Town approval
- Price includes 1-2 meetings with the Mayor to discuss all the edits, questions and applicable Town Ordinances.
- Price includes delivery of a cleaned up final version of the Employee Handbook.
- SWHRC will alert the Mayor if the revision process becomes more complex and/or involves additional meetings. The hourly rate will apply.

- ❖ All work will be completed remotely, via Zoom.
- ❖ Hour rate is $145/hour
- ❖ Work required outside of SWHRC business hours is $175/hour (Business Hours are M-F 8-5)
- ❖ Client will be invoiced the month following when the work is completed. NM GRT will be added to all the above rates.

The hourly rate will be reviewed annually for consideration of an increase based on the Independent Contractor's standard hourly rate.

Completion will be contingent upon the client's review and approval. Some situations, policies or documents may require your legal counsel's review.

This Statement of Work serves as an Exhibit to the Services Agreement

Agreed and Accepted: (name and title)

_____

Client's Signature and Title Date

alyssa brodsky

10/8/2026

Southwestern HR Consulting, Inc. Date

Town of Mesilla Purchase Requisition

Requesting: (Please select one)
☑ Check ☐ Purchase Order

DATE: 10/6/2026

QTY	FUND CODE	DESCRIPTION	UNIT PRICE	LINE TOTAL
	10-505-2230			
1		ROOF REPAIR AT COMMUNITY CENTER		$6,725.00
		DETAILED ROOF EVALUATION AND PROPOSAL ATTACHED		
		NMGRT@7.9400% (UPDATED JUNE-JULY.2027 NMGRT RATES		$564.23

FUND CODE	AMT from FUND	FUND AMT Remaining
10-505-2230	$7,289.23	
FUND CODE	AMT from FUND	FUND AMT Remaining
FUND CODE	AMT from FUND	FUND AMT Remaining

SUBTOTAL	$6,725.00
SALES TAX	$564.23
TOTAL	$7,289.23

VENDOR NAME	ROOFCARE SERVICES
ADDRESS	406 ROUNDTREE PL, STE 310 LAS CRUCES, NM 88005
PHONE #	(505) 246-6990
AP ONLY:	W9 COMPLETE YES ☑ NO ☐

REQUESTED BY	DATE
AUTHORIZED BY	DATE

REV:12/2024

RoofCare SERVICES

Partnered with BlueThread Services

Evaluation and Proposal

Community Center Leak Repairs

September 29 2026

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

Project Information

Customer:

Town of Mesilla
2231 Avenida de Mesilla
Mesilla, NM 88046
Phone: 575-524-3262

Project Address:

Mesilla Community Center
2251 Calle De Santiago
Mesilla, NM 88046
Email: lorenzoa@mesillanm.gov, mayor@mesillanm.gov

Address Shown:



RoofCare SERVICES
Partnered with BlueThread Services

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:

Existing Roof Conditions

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

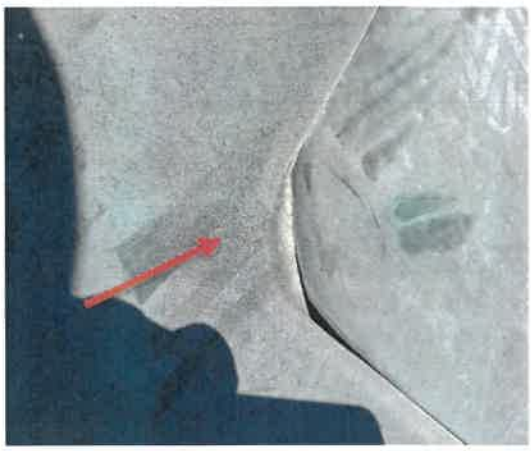
Photo Documentation





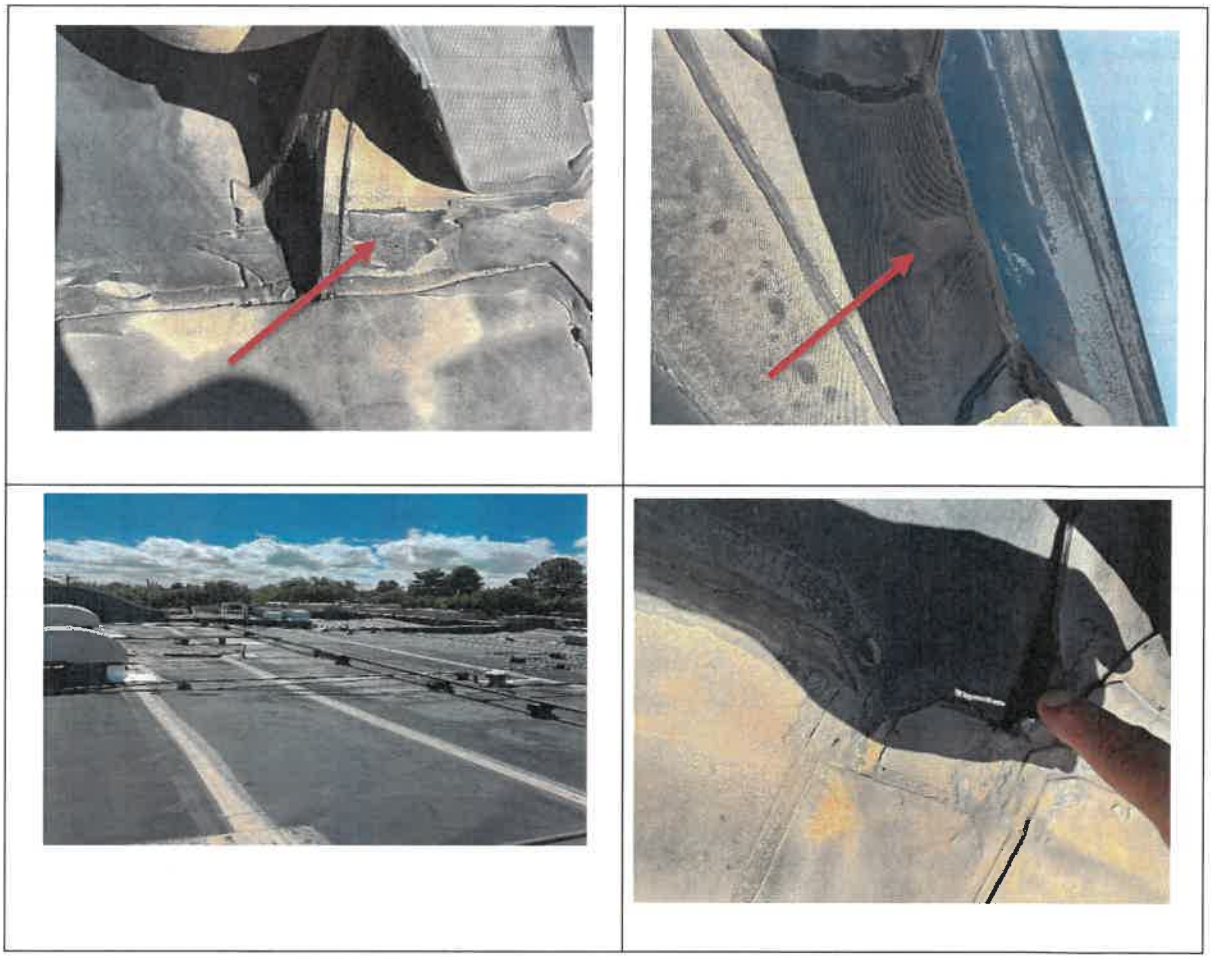


Open seam



Open Seam

RoofCare SERVICES
Partnered with BlueThread Services



Scope of Work – Repairs Only

Pressure Washing and Surface Preparation

- Pressure wash the existing EPDM roofing membrane to remove dirt, dust, debris, and surface contaminants.
- Pay special attention to heavily soiled areas, seams, and around roof penetrations.
- Remove loose debris and any contaminants that may interfere with coating adhesion.
- Ensure all surfaces are thoroughly cleaned and allow the roof to dry completely before applying primer or coating materials.
- Verify that the existing membrane remains properly adhered and suitable for the fluid-applied roofing system before proceeding.

EPDM Puncture Repair

- Locate and clean the punctured area above the reported leak.
- Remove loose or deteriorated materials and properly prepare the affected surface.
- Install a new EPDM patch using compatible primer and seam tape, as required, to restore a watertight seal.

Repair of Failing Patches

- Remove existing repair patches that are failing or delaminating.

- Clean and prepare the exposed membrane and surrounding surfaces.
- Install new EPDM-compatible reinforced patches to restore the integrity of the affected areas.

Tear Reinforcement Around HVAC Units

- Inspect and repair tears at the corners of existing repair patches around HVAC units.
- Prepare the affected surfaces and apply compatible primer.
- Install appropriate seam tape and new EPDM patch material to reinforce and seal the damaged areas.

EPDM Seam Resealing

- Remove deteriorated seam sealant along the affected EPDM seams.
- Clean and properly prepare the seam surfaces.
- Apply compatible EPDM seam sealant or cover tape, as appropriate, to restore watertight protection.

Roof Penetrations and Flashings

- Remove deteriorated caulking around roof penetrations and flashing.
- Clean and properly prepare the affected surfaces.
- Apply compatible sealant to restore a watertight seal around the penetrations and flashing.

Investment: Repairs Only

Cost	**$ 6,725.00**
2.7% bond fee	$ n/a
NMGRT @ 7.9400% (updated June-July.2027 NMGRT rates)	$ 564.23
TOTAL	**$ 7,289.23**

Warranty: This project includes a 1-year contractor workmanship guarantee covering installation on all repairs only.

The Town of Mesilla may utilize RoofCARE's CES contract #2026-05-G1123-ALL

Please note that CES is no longer processing purchase orders without a valid Gordian/detailed quote.

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.

4. Standing water on the existing roof. Standing water on the existing roof may not be corrected by installing the above roof system. Some standing water may occur on the roof area after installation of this roof system
5. Any/All damage to Any/All HVAC equipment is excluded.
6. Any/All cost to raise, disconnect, re-connect any roof top located equipment is excluded.
7. Any/All damage to any electrical conduit running across the roof or mounted to the walls is excluded.
8. Any/All cost to raise, disconnect, re-connect any electrical conduit is excluded.
9. All removal or re-alignment of any satellite dishes located on top of the roof is excluded.
10. We were not permitted to perform any destructive testing to accurately determine the makeup of the current roofing system(s). All pricing included in this proposal are of a "rough estimate" nature and not a firm price quote. We must be given the opportunity to determine the exact makeup of the existing roofing system(s) before a firm price for any roof repairs can be given.

Payment Schedule:

Payment Terms:

Final invoice will be issued upon completion and acceptance of work.
Pricing valid for **30 days**.

Client Approval – *Print* — *Date* 9/30/26

Client Approval – *Signature* — *Option Selected* 9/30/26

Thank you for choosing RoofCare Services for your roofing solutions. If you have any questions regarding this proposal, or would like to schedule the project, please contact me at your convenience.

Sincerely, **Date:** 09/29/2026

Jesse Sanchez

Branch Manager RoofCare Services New Mexico

Town of Mesilla, New Mexico

RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
RESOLUTION NO. 2026-52 OF THE BOARD OF TRUSTEES
OF THE TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO
OCTOBER 13, 2026

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

The Board of Trustees (the "Governing Body") of the Town of Mesilla, New Mexico (the "Borrower/Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at Board Room of the Mesilla Town Hall located at 2231 Avenida de Mesilla, Mesilla, New Mexico 88046, being the meeting place of the Governing Body for the meeting held on the 14th day of October 2026 at the hour of 6:00 p.m. Upon roll call, the following members were found to be present:

Present:

Mayor: _____

Board of Trustees:

_____

_____

_____

_____

_____

_____

_____

Absent: _____

_____

Also Present: _____

_____

_____

Thereupon, there were officially filed with the Town Clerk/Treasurer copies of a proposed Resolution and Colonias Infrastructure Project Fund Loan/Grant Agreement in final form, the proposed Resolution being as hereinafter set forth:

[*Remainder of page intentionally left blank.*]

TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO
RESOLUTION NO. 2026-52

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT ("AGREEMENT" OR "LOAN/GRANT AGREEMENT") BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA," OR "LENDER/GRANTOR") AND THE TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO ("BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTING AND EQUIPPING A NEW WATER TANK AND APPURTANCES, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE ADMINISTRATIVE FEE AND LOAN AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS ($500,000) SOLELY FROM THE NET REVENUES OF THE WATER AND SEWER UTILITY SYSTEM OF THE BORROWER/GRANTEE AND ACCEPTANCE OF A GRANT AMOUNT OF TWO MILLION DOLLARS ($2,000,000); CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Resolution unless the context requires otherwise.

WHEREAS, the Colonias Infrastructure Board ("CIB") is a public body duly organized and created under and pursuant to the laws of the State of New Mexico (the "State"), particularly the Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended, (the "Colonias Infrastructure Act" or the "Act"); and

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1, through 6-21-31, as amended (the "NMFA Act"); and

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State and more specifically, the Municipal Code NMSA 1978, §§3-1-1 through 3-66-11; and

WHEREAS, the Act creates the Colonias Infrastructure Project Fund (the "Fund") in the NMFA, to be administered by the NMFA to originate grants or loans to Qualified Entities for Qualified Projects recommended by the CIB; and

WHEREAS, the Borrower/Grantee is a community that is a Colonia within the meaning of Act; and

WHEREAS, the Borrower/Grantee submitted an application dated March 6, 2026, for the Project; and

WHEREAS, the CIB has determined that the Project is a Qualified Project and that the Borrower/Grantee is a Qualified Entity under the Board Rules; and

WHEREAS, the CIB on May 14, 2026, recommended to the NMFA that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, and the CIB has recommended that the NMFA enter into and administer the Loan/Grant Agreement; and

WHEREAS, the NMFA approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on June 25, 2026; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee that the Borrower/Grantee enter into an Agreement with the Lender/Grantor to borrow five hundred thousand dollars ($500,000) from the Lender/Grantor and to accept a grant in the amount of two million dollars ($2,000,000) from the Lender/Grantor to finance the costs of the Project, more particularly described in the Term Sheet; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public they serve that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the CIB or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the CIB, the NMFA or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the Town Clerk/Treasurer this Resolution and the form of the Loan/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Local Match is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO:

Section 1. Definitions. Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Resolution unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Resolution including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms not defined herein shall have the meaning given them by the Loan/Grant Agreement.

"Administrative Fee" or "Administrative Fee Component" means the 0.25% annual fee payable to the NMFA calculated on the amount of the outstanding principal balance, as shown on Exhibit C attached hereto.

"Agreement" or "Loan/Grant Agreement" means the Loan/Grant Agreement and any amendments or supplements thereto, including the Exhibits attached thereto.

"Authorized Officers" means, any one or more of the Mayor, Mayor Pro Tem, and the Town Clerk/Treasurer of the Borrower/Grantee.

"Closing Date" means the date of execution of the Loan/Grant Agreement by the Borrower/Grantee and the NMFA.

"Colonia" or "Colonias" means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly the Colonia of the Town of Mesilla.

"Colonias Infrastructure Project Fund" or "Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Conditions" has the meaning given to that term in the Loan/Grant Agreement.

"Completion Date" means the date of final payment of the cost of the Project.

"Eligible Fiscal Agent Fees" means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by the Loan/Grant Agreement, in an amount not exceeding five percent (5%) of the Loan/Grant Amount.

"Eligible Items" means eligible Project costs for which loans/grants may be made pursuant to Title 2, Chapter 91, Part 2 NMAC, the Board Rules and applicable Policies, and includes costs

of acquiring and completing the Project, and, without limitation, Eligible Legal Costs, Eligible Fiscal Agent Fees and Eligible Project Management Fees.

"Eligible Legal Costs" means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project and those directly associated with the qualified project, in an amount not exceeding ten percent (10%) of the Loan/Grant Amount, but does not include adjudication services.

"Eligible Project Management Fees" means the fees and costs associated with the planning, implementation and technical oversight of the project management costs for services rendered to the Borrower/Grantee for the transaction of the Project and those directly associated with the Project, in an amount up to ten percent (10%) of the Loan/Grant Amount.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Borrower/Grantee as its fiscal year.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the NMFA establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means the Board of Trustees of the Borrower/Grantee, or any future successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project and shall equal 80% of the amount disbursed during the Interim Period not to exceed two million dollars ($2,000,000).

"Gross Revenues" has the meaning given to that term in the Loan/Grant Agreement.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

"Loan" or "Loan Amount" means 20% of the amount disbursed to the Borrower/Grantee during the Interim Period for the purpose of funding the Project, including the Local Match, and shall not equal more than five hundred thousand dollars ($500,000).

"Loan/Grant" or "Loan/Grant Amount" means the combined amount distributed to the Borrower/Grantee during the Interim Period as the Grant Amount and borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project and shall not equal more than two million five hundred thousand dollars ($2,500,000).

"Loan Payments" means, collectively, the Principal Component (defined in the Loan/Grant Agreement), Administrative Fee and interest, if any, to be paid by the Borrower/Grantee as payment of the Loan/Grant Agreement as shown on Exhibit "C" to the Loan/Grant Agreement.

"Local Match" means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is an additional loan in the amount of two hundred fifty thousand dollars ($250,000) included and incorporated in the Loan Amount.

"Net System Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs, required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the System.

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" has the meaning given to that term in the Loan/Grant Agreement.

"Pledged Revenues" means the Net System Revenues of the Borrower/Grantee pledged to the payment of the Loan Payments pursuant to this Resolution and the Loan/Grant Agreement and described in the Term Sheet.

"Policies" means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

"Political Subdivision of the State" means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, § 3-29-1 through § 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

"Project" means the project described in the Term Sheet.

"Project Account" means the book account, if any, established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualified Entity" means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

"Qualified Project" means a capital outlay project recommended by the CIB to the NMFA for financial assistance that is primarily intended to develop Colonias infrastructure. A Qualified

Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

"Resolution" means this Resolution as it may be supplemented or amended from time to time.

"Rules" means Review and Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

"State" means the State of New Mexico.

"System" means the water and sewer utility system operated pursuant to Title 13 of the Town Code of the Borrower/Grantee consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired through purchase, construction or otherwise, and used in connection with the System and, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part.

"Term Sheet" means Exhibit "A" attached to the Loan/Grant Agreement.

"Useful Life" means the period during which the Project is expected to be usable for the purpose for which it was acquired and constructed, which is twenty (20) years.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Borrower/Grantee and the public it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and

in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Local Match and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Local Match is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The Lender/Grantor shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has acquired proper title to, easements, rights-of-way, permits or the requisite access needed by legal conveyances such as right-of-way, easements, deeds, permits on the real property upon or through which the Project will be conducted or will acquire any necessary titles or access rights by exercise of its power of eminent domain if it is determined that additional right-of-way is needed.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least the majority of all members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of two million dollars ($2,000,000) and borrowing the Loan Amount of five hundred thousand dollars ($500,000) to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of two million dollars ($2,000,000) and the Loan shall be in the amount of five hundred thousand dollars ($500,000). Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount.

Section 6. Approval of the Loan/Grant Agreement. The form of the Loan/Grant Agreement, as presented at the meeting of the Governing Body, at which this Resolution was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers who are hereby authorized to attest

the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds; Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA and further approves of the deposit or crediting of a portion of the Loan/Grant Amount to pay expenses. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Colonias Infrastructure Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. CIB and NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article V of the Loan/Grant Agreement. Neither the CIB nor the NMFA shall in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount and Administrative Fee. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount, the Administrative Fee and any other amounts due under the Loan/Grant Agreement.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount and Administrative Fee, the priority of which is consistent with that shown on the Term Sheet.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits

and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Resolution Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and Town Clerk/Treasurer of the Borrower/Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

[*Remainder of page intentionally left blank.*]

[*Form of Notice of Adoption of Resolution for Publication*]

TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 2026-52, duly adopted and approved by the Board of Trustees of the Town of Mesilla on October 13, 2026. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the Town Clerk/Treasurer, at 2231 Avenida de Mesilla, Mesilla, New Mexico 88046.

The title of the Resolution is:

TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO
RESOLUTION NO. 2026-52

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT ("AGREEMENT" OR "LOAN/GRANT AGREEMENT") BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA," OR "LENDER/GRANTOR") AND THE TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO ("BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000) EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTING AND EQUIPPING A NEW WATER TANK AND APPURTANCES, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE ADMINISTRATIVE FEE AND LOAN AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS ($500,000) SOLELY FROM THE NET REVENUES OF THE WATER AND SEWER UTILITY SYSTEM OF THE BORROWER/GRANTEE AND ACCEPTANCE OF A GRANT AMOUNT OF TWO MILLION DOLLARS ($2,000,000); CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[*End of Form of Notice of Adoption for Publication*]

PASSED, APPROVED AND ADOPTED THIS 13TH DAY OF OCTOBER 2026.

TOWN OF MESILLA
DOÑA ANA COUNTY, NEW MEXICO

BY_____
Russell Hernandez, Mayor

(SEAL)

ATTEST:

By_____
Gloria S. Maya, Town Clerk/Treasurer

[*Remainder of page intentionally left blank.*]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

The motion to adopt the Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

_____

_____

_____

_____

_____

_____

_____

Those Voting Nay: _____

_____

_____

Those Absent: _____

_____

_____ (__) Members of the Governing Body having voted in favor of the motion, the Mayor declared the motion carried and the Resolution adopted, whereupon the Mayor and Town Clerk/Treasurer signed the Resolution upon the records of the minutes of the Governing Body.

[*Remainder of page intentionally left blank.*]

After consideration of matters not relating to the Resolution, the meeting upon motion duly made, seconded and carried, was adjourned.

TOWN OF MESILLA
DOÑA ANA COUNTY, NEW MEXICO

BY_____
Russell Hernandez, Mayor

(SEAL)

ATTEST:

By_____
Gloria S. Maya, Town Clerk/Treasurer

[*Remainder of page intentionally left blank.*]

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

I, Gloria S. Maya, the duly qualified and acting Town Clerk/Treasurer of the Town of Mesilla, New Mexico (the "Borrower/Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of Trustees of the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at the Board Room of the Mesilla Town Hall located at 2231 Avenida de Mesilla, Mesilla, New Mexico 88046, on October 13, 2026, at the hour of 6:00 p.m., insofar as the same relate to the adoption of Resolution No. 2026-52 and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. The proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's Open Meetings Resolution No. 2026-01, adopted and approved on January 12, 2026, in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of October 2026.

TOWN OF MESILLA
DOÑA ANA COUNTY, NEW MEXICO

By_____
Gloria S. Maya, Town Clerk/Treasurer

(SEAL)

EXHIBIT "A"

Notice of Meeting, Meeting Agenda, Minutes and
Affidavit of Publication of Notice of Adoption of Resolution

RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
RESOLUTION NO. 2026-53 OF THE BOARD OF TRUSTEES
OF THE TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO
OCTOBER 13, 2026

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

The Board of Trustees (the "Governing Body") of the Town of Mesilla, New Mexico (the "Borrower/Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at Board Room of the Mesilla Town Hall located at 2231 Avenida de Mesilla, Mesilla, New Mexico 88046, being the meeting place of the Governing Body for the meeting held on the 13th day of October 2026 at the hour of 6:00 p.m. Upon roll call, the following members were found to be present:

Present:

Mayor: _____

Board of Trustees:

_____

_____

_____

_____

_____

_____

_____

Absent: _____

_____

Also Present: _____

_____

_____

Thereupon, there were officially filed with the Town Clerk/Treasurer copies of a proposed Resolution and Colonias Infrastructure Project Fund Loan/Grant Agreement in final form, the proposed Resolution being as hereinafter set forth:

[*Remainder of page intentionally left blank.*]

TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO
RESOLUTION NO. 2026-53

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT ("AGREEMENT" OR "LOAN/GRANT AGREEMENT") BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA," OR "LENDER/GRANTOR") AND THE TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO ("BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF SIX HUNDRED NINETY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-SIX DOLLARS ($697,776), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE CONSTRUCTION, REPLACEMENTS OR IMPROVEMENTS OF FIRE HYDRANTS, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE ADMINISTRATIVE FEE AND LOAN AMOUNT OF ONE HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS ($139,555) SOLELY FROM THE NET REVENUES OF THE WATER AND SEWER UTILITY SYSTEM OF THE BORROWER/GRANTEE AND ACCEPTANCE OF A GRANT AMOUNT OF FIVE HUNDRED FIFTY-EIGHT THOUSAND TWO HUNDRED TWENTY-ONE DOLLARS ($558,221); CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Resolution unless the context requires otherwise.

WHEREAS, the Colonias Infrastructure Board ("CIB") is a public body duly organized and created under and pursuant to the laws of the State of New Mexico (the "State"), particularly the Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended, (the "Colonias Infrastructure Act" or the "Act"); and

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1, through 6-21-31, as amended (the "NMFA Act"); and

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing incorporated municipality under the

general laws of the State and more specifically, the Municipal Code NMSA 1978, §§3-1-1 through 3-66-11; and

WHEREAS, the Act creates the Colonias Infrastructure Project Fund (the "Fund") in the NMFA, to be administered by the NMFA to originate grants or loans to Qualified Entities for Qualified Projects recommended by the CIB; and

WHEREAS, the Borrower/Grantee is a community that is a Colonia within the meaning of Act; and

WHEREAS, the Borrower/Grantee submitted an application dated March 6, 2026, for the Project; and

WHEREAS, the CIB has determined that the Project is a Qualified Project and that the Borrower/Grantee is a Qualified Entity under the Board Rules; and

WHEREAS, the CIB on May 14, 2026, recommended to the NMFA that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, and the CIB has recommended that the NMFA enter into and administer the Loan/Grant Agreement; and

WHEREAS, the NMFA approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on June 25, 2026; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee that the Borrower/Grantee enter into an Agreement with the Lender/Grantor to borrow one hundred thirty-nine thousand five hundred fifty-five dollars ($139,555) from the Lender/Grantor and to accept a grant in the amount of five hundred fifty-eight thousand two hundred twenty-one dollars ($558,221) from the Lender/Grantor to finance the costs of the Project, more particularly described in the Term Sheet; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public they serve that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the CIB or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the CIB, the NMFA or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the Town Clerk/Treasurer this Resolution and the form of the Loan/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Local Match is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO:

Section 1. Definitions. Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Resolution unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Resolution including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms not defined herein shall have the meaning given them by the Loan/Grant Agreement.

"Administrative Fee" or "Administrative Fee Component" means the 0.25% annual fee payable to the NMFA calculated on the amount of the outstanding principal balance, as shown on Exhibit C attached hereto.

"Agreement" or "Loan/Grant Agreement" means the Loan/Grant Agreement and any amendments or supplements thereto, including the Exhibits attached thereto.

"Authorized Officers" means, any one or more of the Mayor, Mayor Pro Tem, and the Town Clerk/Treasurer of the Borrower/Grantee.

"Closing Date" means the date of execution of the Loan/Grant Agreement by the Borrower/Grantee and the NMFA.

"Colonia" or "Colonias" means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly the Colonia of the Town of Mesilla.

"Colonias Infrastructure Project Fund" or "Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Conditions" has the meaning given to that term in the Loan/Grant Agreement.

"Completion Date" means the date of final payment of the cost of the Project.

"Eligible Fiscal Agent Fees" means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by the Loan/Grant Agreement, in an amount not exceeding five percent (5%) of the Loan/Grant Amount.

"Eligible Items" means eligible Project costs for which loans/grants may be made pursuant to Title 2, Chapter 91, Part 2 NMAC, the Board Rules and applicable Policies, and includes costs of acquiring and completing the Project, and, without limitation, Eligible Legal Costs, Eligible Fiscal Agent Fees and Eligible Project Management Fees.

"Eligible Legal Costs" means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project and those directly associated with the qualified project, in an amount not exceeding ten percent (10%) of the Loan/Grant Amount but does not include adjudication services.

"Eligible Project Management Fees" means the fees and costs associated with the planning, implementation and technical oversight of the project management costs for services rendered to the Borrower/Grantee for the transaction of the Project and those directly associated with the Project, in an amount up to ten percent (10%) of the Loan/Grant Amount.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Borrower/Grantee as its fiscal year.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the NMFA establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means the Board of Trustees of the Borrower/Grantee, or any future successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project and shall equal 80% of the amount disbursed during the Interim Period not to exceed five hundred fifty-eight thousand two hundred twenty-one dollars ($558,221).

"Gross Revenues" has the meaning given to that term in the Loan/Grant Agreement.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

"Loan" or "Loan Amount" means 20% of the amount disbursed to the Borrower/Grantee during the Interim Period for the purpose of funding the Project, including the Local Match, and shall not equal more than one hundred thirty-nine thousand five hundred fifty-five dollars ($139,555).

"Loan/Grant" or "Loan/Grant Amount" means the combined amount distributed to the Borrower/Grantee during the Interim Period as the Grant Amount and borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project and shall not equal more than six hundred ninety-seven thousand seven hundred seventy-six dollars ($697,776).

"Loan Payments" means, collectively, the Principal Component (defined in the Loan/Grant Agreement), Administrative Fee and interest, if any, to be paid by the Borrower/Grantee as payment of the Loan/Grant Agreement as shown on Exhibit "C" to the Loan/Grant Agreement.

"Local Match" means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is an additional loan in the amount of sixty-nine thousand seven hundred seventy-seven dollars and fifty cents ($69,777.50) included and incorporated in the Loan Amount

"Net System Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs, required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the System.

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" has the meaning given to that term in the Loan/Grant Agreement.

"Pledged Revenues" means the Net System Revenues of the Borrower/Grantee pledged to the payment of the Loan Payments pursuant to this Resolution and the Loan/Grant Agreement and described in the Term Sheet.

"Policies" means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

"Political Subdivision of the State" means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, § 3-29-1 through § 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

"Project" means the project described in the Term Sheet.

"Project Account" means the book account, if any, established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualified Entity" means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

"Qualified Project" means a capital outlay project recommended by the CIB to the NMFA for financial assistance that is primarily intended to develop Colonias infrastructure. A Qualified Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

"Resolution" means this Resolution as it may be supplemented or amended from time to time.

"Rules" means Review and Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

"State" means the State of New Mexico.

"System" means the water and sewer utility system operated pursuant to Title 13 of the Town Code of the Borrower/Grantee consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired through purchase, construction or otherwise, and used in connection with the System and, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part.

"Term Sheet" means Exhibit "A" attached to the Loan/Grant Agreement.

"Useful Life" means the period during which the Project is expected to be usable for the purpose for which it was acquired and constructed**,** which is twenty (20) years.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Borrower/Grantee and the public it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Local Match and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Local Match is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The Lender/Grantor shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has acquired proper title to, easements, rights-of-way, permits or the requisite access needed by legal conveyances such as right-of-way, easements, deeds, permits on the real property upon or through which the Project will be conducted or will acquire any necessary titles or access rights by exercise of its power of eminent domain if it is determined that additional right-of-way is needed.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least the majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of five hundred fifty-eight thousand two hundred twenty-one dollars ($558,221) and borrowing the Loan Amount of one hundred thirty-nine thousand five hundred fifty-five dollars ($139,555) to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of five hundred fifty-eight thousand two hundred twenty-one dollars ($558,221) and the Loan shall be in the amount of one hundred thirty-nine

thousand five hundred fifty-five dollars ($139,555). Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount.

Section 6. Approval of the Loan/Grant Agreement. The form of the Loan/Grant Agreement, as presented at the meeting of the Governing Body, at which this Resolution was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers who are hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds; Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA and further approves of the deposit or crediting of a portion of the Loan/Grant Amount to pay expenses. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Colonias Infrastructure Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. CIB and NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article V of the Loan/Grant Agreement. Neither the CIB nor the NMFA shall in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount and Administrative Fee. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to

cure any deficiencies in the payment of the Loan Amount, the Administrative Fee and any other amounts due under the Loan/Grant Agreement.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount and Administrative Fee, the priority of which is consistent with that shown on the Term Sheet.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Resolution Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and Town Clerk/Treasurer of the Borrower/Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

[*Remainder of page intentionally left blank.*]

[*Form of Notice of Adoption of Resolution for Publication*]

TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 2026-53, duly adopted and approved by the Board of Trustees of the Town of Mesilla on October 13, 2026. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the Town Clerk/Treasurer, at 2231 Avenida de Mesilla, Mesilla, New Mexico 88046.

The title of the Resolution is:

TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO
RESOLUTION NO. 2026-53

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT ("AGREEMENT" OR "LOAN/GRANT AGREEMENT") BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA," OR "LENDER/GRANTOR") AND THE TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO ("BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF SIX HUNDRED NINETY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-SIX DOLLARS ($697,776), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE CONSTRUCTION, REPLACEMENTS OR IMPROVEMENTS OF FIRE HYDRANTS, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE ADMINISTRATIVE FEE AND LOAN AMOUNT OF ONE HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS ($139,555) SOLELY FROM THE NET REVENUES OF THE WATER AND SEWER UTILITY SYSTEM OF THE BORROWER/GRANTEE AND ACCEPTANCE OF A GRANT AMOUNT OF FIVE HUNDRED FIFTY-EIGHT THOUSAND TWO HUNDRED TWENTY-ONE DOLLARS ($558,221); CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

PASSED, APPROVED AND ADOPTED THIS 13TH DAY OF OCTOBER 2026.

TOWN OF MESILLA
DOÑA ANA COUNTY, NEW MEXICO

BY_____
Russell Hernandez, Mayor

(SEAL)

ATTEST:

By_____
Gloria S. Maya, Town Clerk/Treasurer

[*Remainder of page intentionally left blank.*]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

The motion to adopt the Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

_____

_____

_____

_____

_____

_____

_____

Those Voting Nay: _____

_____

_____

Those Absent: _____

_____

_____ (__) Members of the Governing Body having voted in favor of the motion, the Mayor declared the motion carried and the Resolution adopted, whereupon the Mayor and Town Clerk/Treasurer signed the Resolution upon the records of the minutes of the Governing Body.

[*Remainder of page intentionally left blank.*]

After consideration of matters not relating to the Resolution, the meeting upon motion duly made, seconded and carried, was adjourned.

TOWN OF MESILLA
DOÑA ANA COUNTY, NEW MEXICO

BY_____
Russell Hernandez, Mayor

(SEAL)

ATTEST:

By_____
Gloria S. Maya, Town Clerk/Treasurer

[*Remainder of page intentionally left blank.*]

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

I, Gloria S. Maya, the duly qualified and acting Town Clerk/Treasurer of the Town of Mesilla, New Mexico (the "Borrower/Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of Trustees of the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at the Board Room of the Mesilla Town Hall located at 2231 Avenida de Mesilla, Mesilla, New Mexico 88046, on October 13, 2026, at the hour of 6:00 p.m., insofar as the same relate to the adoption of Resolution No. 2026-53 and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. The proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's Open Meetings Resolution No. 2026-01, adopted and approved on January 12, 2026, in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of November 2026.

TOWN OF MESILLA
DOÑA ANA COUNTY, NEW MEXICO

By_____
Gloria S. Maya, Town Clerk/Treasurer

(SEAL)

EXHIBIT "A"

Notice of Meeting, Meeting Agenda, Minutes and
Affidavit of Publication of Notice of Adoption of Resolution