



THE BOARD OF TRUSTEES AND THE PLANNING, ZONING AND HISTORICAL APPROPRIATENES COMMISSION OF THE TOWN OF MESILLA WILL HOLD A JOINT WORK SESSION ON MONDAY, JANUARY 28, 2019 AT 5:00 P.M. IN THE BOARD ROOM OF THE MESILLA TOWNHALL, 2231 AVENIDA DE MESILLA.

1. Discussion on revising Ordinance 18.65 Signs.

THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA WILL HOLD A REGULAR MEETING ON MONDAY, JANUARY 28, 2019 AT 6:00 P.M. IN THE BOARD ROOM OF THE MESILLA TOWNHALL, 2231 AVENIDA DE MESILLA.

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL & DETERMINATION OF A QUORUM

3. CHANGES TO THE AGENDA & APPROVAL

4. PUBLIC INPUT – The public is invited to address the Board for up to 3 minutes.

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

- A. *BOT Minutes** – Minutes of a Work Session and a Regular meeting of January 14, 2019.
- B. *PZHAC Case 060834** – 2231 Calle de Parian, submitted by Eric and Teresa Sanchez; a request for a demolition permit for the removal of a wooden porch and metal carport behind a dwelling at this address. Zoned: Historical Residential (HR).
- C. *PZHAC Case 060835** – 2231 Calle de Parian, submitted by Eric and Teresa Sanchez; a request for a zoning permit to allow part of the rear of a dwelling at this address to be remodeled. Zoned: Historical Residential (HR).
- D. *PZHAC Case 060837** – 2341 Calle de Arroyo, submitted by Michael R. Taylor; a request for a zoning permit to allow the replacement of a bedroom window on a dwelling at this address. Zoned: Historical Commercial (HC).

6. NEW BUSINESS:

- A. For Approval:** A Cooperative Project Agreement between the New Mexico Department of Transportation and the Town of Mesilla for construction of the Town of Mesilla Calle Del Norte Multi-Use Path in the total amount of \$564,079. – **Rod McGillivray, Public Works Director.**
- B. For Approval:** Award of McDowell Sewer Project Re-Bid for construction. – **Rod McGillivray, Public Works Director.** (*added 1/25/19 at 3:09 p.m.*)

7. BOARD OF TRUSTEE COMMITTEE REPORTS

8. BOARD OF TRUSTEE/STAFF COMMENTS

9. ADJOURNMENT

NOTICE:

If you need an accommodation for a disability to enable you to fully participate in the hearing or meeting, please contact us at 524-3262 at least 48 hours 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 packet can be found online at www.mesillanm.gov.

Posted ~~1/24/19~~ revised and reposted 1/25/19 at 3:09 p.m. at the following locations: Town Clerk's Office 2231 Avenida de Mesilla, Public Safety Building 2670 Calle de Parian, Mesilla Community Center 2251 Calle de Santiago, Shorty's Food Mart 2290 Avenida de Mesilla, Ristramnn Chile Co., 2531 Avenida de Mesilla and the U.S. Post Office 2253 Calle de Parian.

**Chapter 18.65
SIGNS***

**BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA, DONA ANA COUNTY, NEW
MEXICO, THAT:**

SECTION 1:

Sections:

- 18.65.010 Title.
- 18.65.020 Purpose.
- 18.65.030 Authority for chapter.
- 18.65.040 Existing uses – Nonconforming signs.
- 18.65.050 Definitions.
- 18.65.060 Permits required.
- 18.65.070 Exceptions.
- 18.65.080 Application to erect a sign.
- 18.65.090 Permit issued if application is in order.
- 18.65.100 Permit fees.
- 18.65.110 Inspection.
- 18.65.120 Obstruction.
- 18.65.130 Temporary signs.
- 18.65.135 Sandwich board or A-frame signs.
- 18.65.140 Wall signs.
- 18.65.150 Projecting signs.
- 18.65.160 Freestanding signs.
- 18.65.165 Directory signs.
- 18.65.170 Development identification signs.
- 18.65.180 Illumination.
- 18.65.190 Lettering and coloring.
- 18.65.200 What may be advertised.
- 18.65.210 Maintenance.
- 18.65.220 Number of permitted signs.
- 18.65.230 Location.
- 18.65.240 Miscellaneous.
- 18.65.250 Unlawful signs.
- 18.65.260 Notice of unlawful signs and abatement.
- 18.65.270 Complaint.
- 18.65.280 Removal of unsafe or unlawful sign.
- 18.65.290 Injunctions.

* Prior legislation: Ords. 89-08 and 92-05.

18.65.010 Title.

This chapter and all subsequent amendments hereto may be cited as the “sign standards and regulations ordinance.” [Ord. 94-08; prior code § 11-3-1]

1 **18.65.020 Purpose.**

2 This chapter is for the purpose of regulating the installation and use of signs within the town of Mesilla.

3 [Ord. 94-08; prior code § 11-3-2]

4 **18.65.030 Authority for chapter.**

5 This chapter is adopted pursuant to the provisions of an Act of the State Legislature known as Chapter 3,

6 Laws of Article 19 (being Sections 1 through 12 of the New Mexico State Statutes Annotated, 1978) as

7 amended. The provisions of this chapter are adopted in acceptance of and in accordance with said Act.

8 [Ord. 94-08; prior code § 11-3-3]

9 **18.65.040 Existing uses – Nonconforming signs.**

10 Nonconforming signs which have been approved by the Mesilla board of trustees or signs which are not
11 in conformity with these regulations, but for which permits or variances were granted under previous
12 ordinances, may continue, until one of the following occurs:

13 A. The business is terminated.

14 B. The sign is changed, modified, or painted.

15 C. Five years after the ordinance codified in this chapter is in effect. [Ord. 2008-04 § 1; Ord. 94-08; prior
16 code § 11-3-4]

17 **18.65.050 Definitions.**

18 For the purpose of this chapter, certain terms or words used herein shall be interpreted or defined as
19 follows:

20 A. General.

1 1. Words used in the present tense include the future tense. The singular includes the plural. The
2 word “person” includes a municipality, firm, association, organization, partnership, trust, company,
3 or corporation as well as an individual.

4 2. The word “lot” includes the word “plot” or “parcel.” The term “shall” is mandatory; the term
5 “may” is permissive. The word “town” shall mean the town of Mesilla. The words “board of
6 trustees” shall mean the town board of trustees of the town of Mesilla. The word “commission” shall
7 mean the planning, zoning and historical appropriateness commission of the town of Mesilla.

8 B. Specific.

9 1. “Sign” shall mean and include every sign, billboard, ground sign, wall sign, roof sign, illuminating
10 sign, projecting sign, marquee, awning, canopy, and shall include any announcement, declaration,
11 demonstration, illustration or insignia used to advertise or promote the interest of any person when
12 the same is placed out of doors. Allowed signs in the town of Mesilla shall be limited to wall signs,
13 projecting signs, freestanding signs, development identification signs, sandwich board signs and
14 directory signs, as well as those signs that are identified as “temporary signs” or exceptions as
15 defined in MTC 18.65.070.

16 a. “Freestanding sign” as regulated by these guidelines shall include any sign attached to or
17 supported from the ground and not attached to any building.

18 b. “Temporary sign” shall mean any banner or advertising display with or without frames
19 intended to be displayed for a period of less than 15 days. Maximum total sign space not to
20 exceed 15 square feet and no more than two permits per business per year may be issued.

1 c. "Sandwich board or A-frame sign" shall mean any sign of a nonpermanent nature which is a
2 type of advertisement composed of two boards (holding a message or graphic) and being set up
3 (for example next to a store advertising its goods) in a triangle shape, hinged along the top.

4 d. "Projecting sign," as regulated by these guidelines, shall include any sign, which is attached to
5 a building or other structure and extends beyond the line of said building or structure.

6 e. "Wall sign," as regulated by these guidelines, shall include all flat signs with projecting letters
7 attached to a wall, or signs with letters painted directly upon a wall, or painted sign board
8 attached to a wall.

9 f. "Development identification sign," as regulated by these guidelines, shall include any sign at
10 the entrance/exit to a commercial development to identify the development name and logo only,
11 and not attached to any building.

12 g. "Directory sign" is a sign that identifies the names and locations of tenants in a multi-tenant
13 building or in a development made up of a group of buildings. A directory sign may also be a
14 sign that identifies the development or building which the group of businesses/tenants occupy.

15 2. "Location" shall mean the lot or premises upon which the sign may be permitted.

16 3. "Display" shall mean to exhibit any item or items on the interior or exterior, for the purpose of
17 attracting people for business. [Ord. 2008-04 § 2; Ord. 2003-05 § 1; Ord. 94-08; prior code § 11-3-5]

18 **18.65.060 Permits required.**

19 Other than the exceptions listed in MTC 18.65.070, temporary signs, and repair and maintenance of
20 existing conforming signs, it shall be unlawful for any person to place, erect, repair, alter, relocate, or
21 retain within the town of Mesilla any sign or other advertising structure without first obtaining a review
22 and recommendation by the planning, zoning and historical appropriateness commission and a permit

1 approved by the Mesilla board of trustees. [Ord. 2008-04 § 3; Ord. 2005-06 § 1; Ord. 94-08; prior code §
2 11-3-6]

3 **18.65.070 Exceptions.**

4 The provisions and regulations of these guidelines shall not apply to temporary signs and the following
5 signs; provided however, the number of exception signs does not exceed two for each business or use
6 (with the exception of subsection (G) of this section) and said signs do not deviate radically from
7 standards set forth herein:

8 A. Real estate signs not exceeding six square feet in area which advertise the sale, rental, or lease of the
9 premises upon which said signs are located.

10 B. One professional name plate not exceeding one square foot in area.

11 C. One bulletin board not over eight square feet in area for public, charitable, or religious institutions
12 when the same are located on the premises of said institutions.

13 D. Signs denoting the developer, architect, engineer, or contractor when placed on work under
14 construction and when not exceeding 12 square feet in area.

15 E. An occupational sign denoting only the name and profession of an occupant in a commercial building,
16 public institution, or dwelling, and not exceeding two square feet in area.

17 F. Memorial signs or tablets, names of buildings and date of erection when cut into any masonry surface
18 or when constructed of bronze or other incombustible materials.

19 G. Traffic or other municipal signs, legal notices, railroad crossing signs, danger, and such temporary,
20 emergency, or other nonadvertising signs as may be approved by the Mesilla board of trustees.

1 H. Agricultural signs may be permitted where crops are grown; provided, they do not exceed 15 square
2 feet in area in RA and RF zones and six square feet in area for all other zones and only advertise farm
3 products for sale, the majority of which are grown on the premises.

4 I. Political signs supporting a candidate or candidates for public office; provided, that it is placed no more
5 than 30 days prior to the pertinent election and does not exceed four feet by eight feet in size. Political
6 signs shall be removed no later than seven days following an election.

7 J. Occupants may place displays or descriptions of their merchandise or services behind the glass of
8 windows or doors. Any business on the plaza must not occupy more than one-third of the glass area with
9 displays or descriptions.

10 K. Parking, directional or OPEN/CLOSED signs which do not exceed two square feet in area.

11 L. Cottage industries signs; provided, that only one unlighted sign be placed, having a maximum area of
12 10 square feet.

13 M. House signs that warn of safety hazards, "Private Drive," "No Parking" or family name signs;
14 provided, that they are not larger than one square foot.

15 N. Signs of historical significance.

16 O. Temporary directional signs for nonprofit organizations guiding patrons to functions approved by the
17 board of trustees; provided, the sign does not exceed eight square feet. [Ord. 2008-04 § 4; Ord. 2005-06 §
18 2; Ord. 2003-05 § 2; Ord. 94-08; prior code § 11-3-7]

19 **18.65.080 Application to erect a sign.**

20 Application to erect a sign shall be made upon forms provided by the Mesilla Town Hall and shall
21 contain, or have attached thereto the following information:

- 1 A. Name, address, and telephone number of applicant.
- 2 B. Location of building, structure, or lot upon which the sign is attached or erected.
- 3 C. Position of the sign, in relation to other signs, lot lines or other building.
- 4 D. A complete dimensioned scale drawing with full description of size, material, texture and/or finish
- 5 lettering and graphics to be used.
- 6 E. Name of person, firm, corporation or association erecting structure.
- 7 F. Written consent from the owner of the building, structure, or land to which or on which the structure is
- 8 to be erected. [Ord. 94-08; prior code § 11-3-8]

9 **18.65.090 Permit issued if application is in order.**

10 When the proposed sign is in compliance with all the requirements of these guidelines and all other laws
11 and ordinances of the town, the permit may be issued administratively by the duly authorized
12 representative for repair and maintenance of existing signs, temporary signs or sandwich board signs and
13 may be issued following the recommendation of the planning, zoning and historical appropriateness
14 commission, and approval of the board of trustees for all other signs that are in compliance with the
15 requirements of these guidelines and all other laws and ordinances of the town. If the work authorized
16 under a sign permit has not been completed within six months after date of issuance, the permit shall
17 become null and void. The application must be acted upon by the board of trustees within 75 days from
18 the date of application. [Ord. 2008-04 § 5; Ord. 94-08; prior code § 11-3-9]

19 **18.65.100 Permit fees.**

20 Every applicant after being granted a permit shall pay to the town of Mesilla a fee of \$2.00 per square
21 foot for the permitted sign. The maximum fee for any sign shall be \$50.00. No fee shall be assessed for

1 signs listed under exceptions or temporary signs. [Ord. 2008-04 § 6; Ord. 2005-06 § 3; Ord. 94-08; prior
2 code § 11-3-10]

3 **18.65.110 Inspection.**

4 The Mesilla board of trustees, or authorized designated representative, shall inspect as they deem
5 necessary each sign regulated by these guidelines for the purpose of ascertaining that the sign conforms
6 with the approved sign permit. [Ord. 94-08; prior code § 11-3-11]

7 **18.65.120 Obstruction.**

8 No signs shall be erected, relocated or maintained so as to prevent free ingress or egress at any door,
9 window, or fire escape.

10 No sign or other advertising structure as regulated by these guidelines shall be erected in the 30-foot clear
11 sight triangle of any street or in such a manner as to obstruct free and clear vision; or at any location
12 where, by reason of the position, shape, or color, it may interfere with or obstruct the view of, or be
13 confused with any authorized traffic sign, signal or device; or which makes use of the words “STOP,”
14 “DANGER” or any other word, phrase, symbol, or character in such manner as to interfere with, mislead
15 or confuse traffic. Signs shall also conform to the sight distance of MTC 18.60.340, Wall, fence or hedge.
16 [Ord. 94-08; prior code § 11-3-12]

17 **18.65.130 Temporary signs.**

18 A. A business may have a temporary sign for a period of 15 days. The temporary sign shall be no larger
19 than 15 square feet in area. Each business may have up to two temporary signs per year.

20 B. Temporary signs may be administratively approved by community development staff pursuant to
21 guidelines established by the board of trustees by adoption of a resolution. [Ord. 2008-04 § 7; Ord.
22 2005-06 § 4; Ord. 94-08; prior code § 11-3-13]

1 **18.65.135 Sandwich board or A-frame signs.**

2 A. A sandwich board or A-frame type sign may be permitted for a business establishment. Such sign shall
3 be located on the premises where the business is located, and shall be nonpermanent in nature, brought
4 inside when the business closes for the day. This sign shall be no larger than six square feet in area.

5 B. Sandwich board signs will be allowed for a three-month trial period upon approval of the ordinance
6 codified in this section by the board of trustees. They are only allowed in the Commercial (C) zone and at
7 the Town Hall. [Ord. 2008-04 § 8]

8 **18.65.140 Wall signs.**

9 A. Wall Sign Area.

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

14 2. Within the Commercial (C) zone, the wall sign area on any given house or building shall in no
15 case exceed 10 percent of any wall area including apertures or 25 square feet, whichever is less.

16 Dimensions of painted signs or graphics with no frame shall be determined by measuring the extent
17 of the painted sign or graphic horizontally and vertically and calculating the area.

18 B. No wall sign shall be permitted to be more than six inches thick. All wall signs shall be safely and
19 securely attached to the building wall. [Ord. 2008-04 § 9; Ord. 2003-05 § 3; Ord. 2000-02 § 1; Ord.
20 94-08; prior code § 11-3-14]

1 **18.65.150 Projecting signs.**

2 A. No projecting sign may rise above the level of the first story of the building to which it is attached. All
3 projecting signs must be at least seven feet above sidewalk or ground level, and must be located within
4 the central one-third of the facade length so as not to obstruct neighboring signs.

5 B. Projecting signs shall be limited in area as follows:

6 1. A maximum of four feet projecting from the wall of the building;

7 2. A maximum of eight square feet of total sign space including frame. Both sides of a projecting
8 sign may be used for advertisement.

9 C. The supporting structure of any projecting sign must be of adequate strength so as to have no need for
10 guy-wires or wire reinforcement. [Ord. 94-08; prior code § 11-3-15]

11 **18.65.160 Freestanding signs.**

12 A. A freestanding sign (ground-based or post) may be permitted where a business establishment is set
13 back from a street alignment of building facades more than 10 feet. A business establishment thus set
14 back, in addition to the signs permitted upon the building itself, may maintain a freestanding sign of not
15 more than 15 square feet in area including the frame but not the supports, and such sign must relate to the
16 conduct of the business within. If a building has an unencumbered front setback of at least 25 feet, a
17 two-face freestanding sign with a maximum of 15 square feet of area on each face, sign dimensions no
18 greater than six feet in any dimension will be permitted; provided, it relates to the business conducted on
19 the premises.

20 B. The bottom of freestanding signs supported by posts, which are not within two feet of the ground shall
21 not be less than seven feet above the ground level.

1 C. For freestanding ground-based signs, the wall of a freestanding ground-based sign shall have a
2 maximum square footage of 15 square feet for the Historical Commercial (H-C) zone and 25 square feet
3 for the General Commercial (GC) zone. The height of a ground-based sign will be no more than four feet
4 high. The ground-based signs shall also be required to have building permits for the structure complying
5 with any building code requirements, clear sight triangle requirements or any other applicable codes or
6 regulations.

7 D. All freestanding signs with posts shall be securely constructed, and erected upon posts extending at
8 least three feet below the surface of the ground. All wood post parts below ground level shall be treated to
9 protect them from moisture by an approved method.

10 E. No freestanding sign or any part thereof shall be more than 15 feet above the level of the street which
11 the sign faces, or above the adjoining ground level, if such ground is higher than the street level.

12 F. All parts of a freestanding sign shall be two feet inside the property line. [Ord. 2006-01 § 1; Ord.
13 2003-05 § 4; Ord. 94-08; prior code § 11-3-16]

14 **18.65.165 Directory signs.**

15 A. A directory sign may be permitted for a building or development where there is more than one
16 business or tenant. A directory sign may be a wall sign, projecting sign, or freestanding sign, provided the
17 sign complies with all requirements for the type of sign.

18 B. A directory sign shall be limited to 15 square feet in area for signs located in the Historical
19 Commercial (H-C zone) zone and 25 square feet in area for signs located in the Commercial (C) zone.

20 C. All directory signs shall be located on the premises where the businesses are located.

21 D. A directory sign may list all businesses or only the building or development name.

1 E. Each business may have one individual sign in addition to the identification on the directory sign, in
2 accordance with the sign regulations and all other laws and ordinances. [Ord. 2008-04 § 10]

3 **18.65.170 Development identification signs.**

4 A development identification sign may be permitted at the entrance/exit to a commercial development to
5 identify the development name and logo only.

6 A. The structure of a development identification sign shall be no larger than 48 square feet in size, and
7 have a height no higher than four feet.

8 B. The actual sign portion of the development identification sign shall not exceed 25 square feet for the
9 Commercial (C) zone, or 15 square feet for the Historic Commercial (H-C) zone. Area of the actual sign
10 shall be determined by measuring the extent of the painted sign or graphic horizontally and vertically and
11 calculating the area. [Ord. 2003-05 § 5; prior code § 11-3-17]

12 **18.65.180 Illumination.**

13 A. No signs that flash, blink, revolve, or are otherwise in motion, vary in intensity, or seem to be in
14 motion shall be permitted.

15 B. No sign shall have any illumination outside of the face of the letters, other than goose neck lighting;
16 there shall be no neon or similar lighting, exposed bulbs, or any moving parts or lights that give effect of
17 moving parts.

18 C. Goose neck lights with reflectors shall be permitted on projecting signs, freestanding signs and wall
19 signs, provided the illumination falls upon the sign so as to prevent glare upon the street or adjacent
20 property.

21 D. Nonblinking electric signs including neon signs may be placed inside windows and glass doors
22 provided their proportions are not in excess of the window area so allowed in MTC 18.65.070(J). Interior

1 electric signs must be approved by the board of trustees or their designated representative. [Ord. 2003-05
2 § 6; Ord. 94-08; prior code § 11-3-18]

3 **18.65.190 Lettering and coloring.**

4 All letters, figures, characters or representations in cut-out or irregular form maintained in conjunction
5 with, attached to or superimposed upon any sign shall be safely and securely built or attached to the sign
6 structure. Color of signs must be approved at the time of application for sign permit.

7 In Mesilla, signs shall not detract from the historic cultural attraction of the town; therefore, approval of
8 color and design are left to the board of trustees or their designated representatives. [Ord. 2003-05 § 6;
9 Ord. 94-08; prior code § 11-3-19]

10 **18.65.200 What may be advertised.**

11 Exterior signs shall advertise a bona fide business conducted in or on said premises, and the advertising of
12 products shall not exceed 25 percent of the area of such sign. [Ord. 2003-05 § 6; Ord. 94-08; prior code §
13 11-3-20]

14 **18.65.210 Maintenance.**

15 The plot where the sign is located is to be maintained by the owner thereof in a safe, clean, sanitary,
16 inoffensive condition, and free and clear of all obnoxious substances, rubbish, and weeds. [Ord. 2003-05
17 § 6; Ord. 94-08; prior code § 11-3-21]

18 **18.65.220 Number of permitted signs.**

19 A. A total of two exterior signs may be allowed to each store or bona fide place of business.

20 B. When more than one business occupies a single building each business will be limited to one sign plus
21 a space on a directory sign at each entrance. [Ord. 2008-04 § 11; Ord. 2003-05 § 6; Ord. 94-08; prior code
22 § 11-3-22]

1 **18.65.230 Location.**

2 No off-premises signs will be permitted for commercial business. [Ord. 2003-05 § 6; Ord. 94-08; prior
3 code § 11-3-23]

4 **18.65.240 Miscellaneous.**

5 A. Parking Lots, Etc. Where the nature of a business does not involve a structure on which a sign may be
6 attached, such as parking lots, freestanding signs are allowed and the same regulations apply.

7 B. Exterior Commercial Display. The exterior display of items for sale is not permitted on town property
8 or where the condition endangers the health, welfare and safety of the general public. [Ord. 2003-05 § 6;
9 Ord. 94-08; prior code § 11-3-24]

10 **18.65.250 Unlawful signs.**

11 It shall be unlawful to construct, erect and maintain a sign or other advertising structure in violation of the
12 provisions and guidelines of this chapter. [Ord. 2003-05 § 6; Ord. 94-08; prior code § 11-3-25]

13 **18.65.260 Notice of unlawful signs and abatement.**

14 The town may issue a notice directed to the owner of record of the property on which the unsafe or
15 unlawful sign occurs, or to the occupant or tenant of the property, or both. The notice shall describe the
16 violation and shall establish a reasonable time limit for abatement which shall not be less than two days
17 nor more than 10 days after serving the notice. The notice may be served either personally or by
18 registered mail at the owner's or occupant's last known address. The town shall be held harmless of all
19 unsafe or unlawful signs. The person who owns the sign shall assume all liability or risk of damage to
20 persons or property which may arise from an unsafe or unlawful sign and save the town of Mesilla, its
21 officers and agents harmless from any and all liability which may arise or be incurred from the erection,
22 construction, or operation of same. [Ord. 2003-05 § 6; Ord. 94-08; prior code § 11-3-26]

1 **18.65.270 Complaint.**

2 In the event the owner or occupant of the property where the unsafe or unlawful sign exists has failed,
3 within the prescribed time, to abate the nuisance, then the town shall file a complaint charging violation
4 of this with the municipal court. [Ord. 2003-05 § 6; Ord. 94-08; prior code § 11-3-27]

5 **18.65.280 Removal of unsafe or unlawful sign.**

6 Upon the failure of the person to remove or correct the unsafe or unlawful sign, the town shall proceed to
7 correct or remove the sign and shall prepare a statement of costs incurred. Any and all costs shall
8 constitute a lien against property upon which the unsafe or unlawful sign existed, or against personal
9 property of the owner of the unsafe or unlawful sign, which lien shall be filed, proven and collected as
10 provided by law.

11 Alternatively, the town attorney may bring a civil action by verified complaint in the name of the town,
12 by any public officer, in the municipal court against any person who shall create or maintain an unsafe or
13 unlawful sign.

14 When judgment is against the defendant in an action to remove an unsafe or unlawful sign, he shall be
15 adjudged to pay all court cost and a reasonable fee for the town attorney. [Ord. 2003-05 § 6; Ord. 94-08;
16 prior code § 11-3-28]

17 **18.65.290 Injunctions.**

18 The board of trustees or their representatives, when a violation exists as set forth in this chapter, may
19 request an action in the name of the municipality to perpetually enjoin all persons from maintaining or
20 permitting the unsafe or unlawful use and to abate the same. [Ord. 2003-05 § 6; Ord. 94-08; prior code §
21 11-3-29]

22 **Section 2. Severability**

23 Should any section, clause or provision of this ordinance, for any reason, be held invalid or

1 unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision
2 shall not affect any of the remaining provision of this ordinance.

3

4 **Section 3. Repealer**

5 All ordinances or resolutions, or part therefore, inconsistent with this ordinance are hereby
6 repealed to the extent only of such inconsistency. This repealer shall not be construed to revive
7 any ordinance or resolution.

8

9 **Section 4. Effective Date**

10 This ordinance shall be in full force and effect, five (5) days after this approval, adoption and
11 publication as provided by law.

12

13

14 PASSED, ADOPTED AND APPROVED this ____ day of _____, 20 ____.

15

16

17

Mayor

18

Town of Mesilla

19

20

21 ATTEST:

1

2 By: _____

3 Town Clerk/Treasurer

4

5

Draft

Cynthia Stoechner-Hernandez

From: alarokokomag@aol.com
Sent: Thursday, January 17, 2019 12:46 PM
To: cynthias-h@mesillanm.gov
Cc: stschaefer@hcs-nm.com
Subject: sign ordinance review

Town of Mesilla
Re: review of sign ordinance
Att: Cynthia Stoechner-Hernandez,

Hello,

I am writing to voice our support for the Town's consideration to allow off-site placement of signage. My wife and I are the business and property owners of the Rokoko Art Gallery at 1785 Avenida de Mercado (since 2010).

Being located (only) 1 block off the highly visible Avenida de Mesilla has proven to be a significant disadvantage in terms of public awareness and sales for our business. We have been told many times over by customers who eventually learn of us that "they never knew we were back here". In the early years, we made efforts to place allowable signage on Avenida de Mesilla, but this proved to be an arduous task with the restrictions and the physical distance.

The Boldt's original vision of what could be a vibrant commercial area remains a valuable asset to the Town of Mesilla and beneficial to the community as a whole. The economic downturn has been a set back, but for the existing businesses and others who would develop in the Mercado, it would be very encouraging (and appreciated) if the off-site signage regulations were amended to allow group signage along Avenida de Mercado. This is a basic need and likely a required feature of a commercial development for multiple business located just off a busy thoroughfare where most if not all visitors arrive by car.

The group signage that exists for the block of buildings at Calle de Mercado is an example of the type of signage that is needed for the remaining businesses, one located at Calle de Alvarez and the other at Tierra de Mesilla.

The Town of Mesilla is unique and the unique businesses that contribute to it's character deserve to be supported. Retail, restaurants, lodging and services all help make the community vibrant and prosperous. Your consideration and support in this matter is greatly appreciated.

Respectfully,
Mitch & A.me Alomag

Rokoko Art Gallery
1785 Avenida de Mercado
Las Cruces, NM. 88005
(575) 405-8877
email: rokoko@rokokoart.com
web site: www.rokokoart.com

Larry Shannon

From: Tom Hutchinson <Tom@laposta-de-mesilla.com>
Sent: Tuesday, January 22, 2019 8:32 AM
To: Cynthia Stoehner-Hernandez
Cc: larrys@mesillanm.gov; Nora Barraza
Subject: Mesilla signs

Good morning Cynthia...unable to attend this morning's meeting on the sign ordinance due to a previous commitment. This has been an issue that I personally have provided first hand input the last 23 years with very little consideration/success..... however, I am grateful, that a few of the town leaders and staff, over the years, have attempted to work with the business community on this issue.... I have a few thoughts for you to consider this time as well:

- 1) A well thought out sign ordinance is DRIVEN by what is "effective" for the business community and retailers, recognizing the historic nature of our small village..... NOT DRIVEN by personal preference and a few "less than business friendly" vocal individuals
- 2) Number of signs should also be tied to size of business and property. Our current signage ordinance accommodates what I refer to as the "retail cottage environment"...small building and small businesses can be accommodated by two signs with certain size restrictions...however, large businesses/ and or large business footprints whether in the historic or commercial district, should be given greater consideration for number of signs/size.....Premise: Signs are a critical advertising element of a business's marketing effort. The difference between success and failure in the small business world is often dependent on a few more customers a day/week/month. We only have to observe number of vacant retail/business locations in both the historic and commercial districts and the rate of business turnover/failure to understand we need to be as sensitive as possible to the needs of our business community and what they feel they need to succeed.
- 3) A sign ordinance that is mindful of Mesilla businesses in proximity to Las Cruces businesses that operate under a different sign ordinance....example...number of prominent signs at St Clair's Bistro ...this may seem trivial...but the restaurant/food industry is very competitive in the Mesilla/Las Cruces corridor...every advantage, small or large, impacts success
- 4) An ordinance that is more flexible in allowing businesses to use smaller well designed signs...ie "sandwich boards"...to advertise "messages" that might include "daily specials"..."sales" etc....without artificial time constraints.....again, the premise is to provide business every possible tool to become successful and contribute to our town's tax base.

After your review, should you have any questions, please feel free to call or email ...Tom Hutchinson, La Posta de Mesilla and Hacienda de Mesilla

A Lifeline for the Mercado



A Lifeline for the Mercado

The vision for development in this commercial zone has been abandoned by the developer.

The Boldt Family Trust and its vision is defunct. The fate of further business development rests with individual property owners

Business ... remains unseen by the public that is drawn to this unique area as most within the Mercado are "*off the beaten path*"

... viability within the Mercado is tenuous and uncertain

... most struggle and many have closed due to low customer exposure and traffic

... development in this commercial zone has stalled

A Lifeline for the Mercado

... and for the Town of Mesilla

The Town of Mesilla

... relies on the success of businesses within its borders for financial success

The majority of the operating expenses for vital services the Town provides to its residents come from GRT proceeds

... has limited areas for further commercial development

Further conversion of agricultural zones to commercial will negatively impact the rural and historical character of the town

... will benefit from efforts to increase business viability within its commercial zones

A Lifeline for the Mercado

... and for the Town of Mesilla

Town of Mesilla ordinances governing the placement of business signs are restrictive ... currently they are a hindrance and threat to business development and growth within the Mesilla Mercado

Recent planning for a hospital sponsored expansion of needed medical services for the town within the Mercado was abandoned as adequate directional signage was not permitted under current Town ordinances

yet

Town of Mesilla ordinances governing the placement of business signs can be changed and amended ...

to not only support business growth and development but

maintain the cultural and historical flavor unique to our beloved Mesilla

A Lifeline for the Mercado

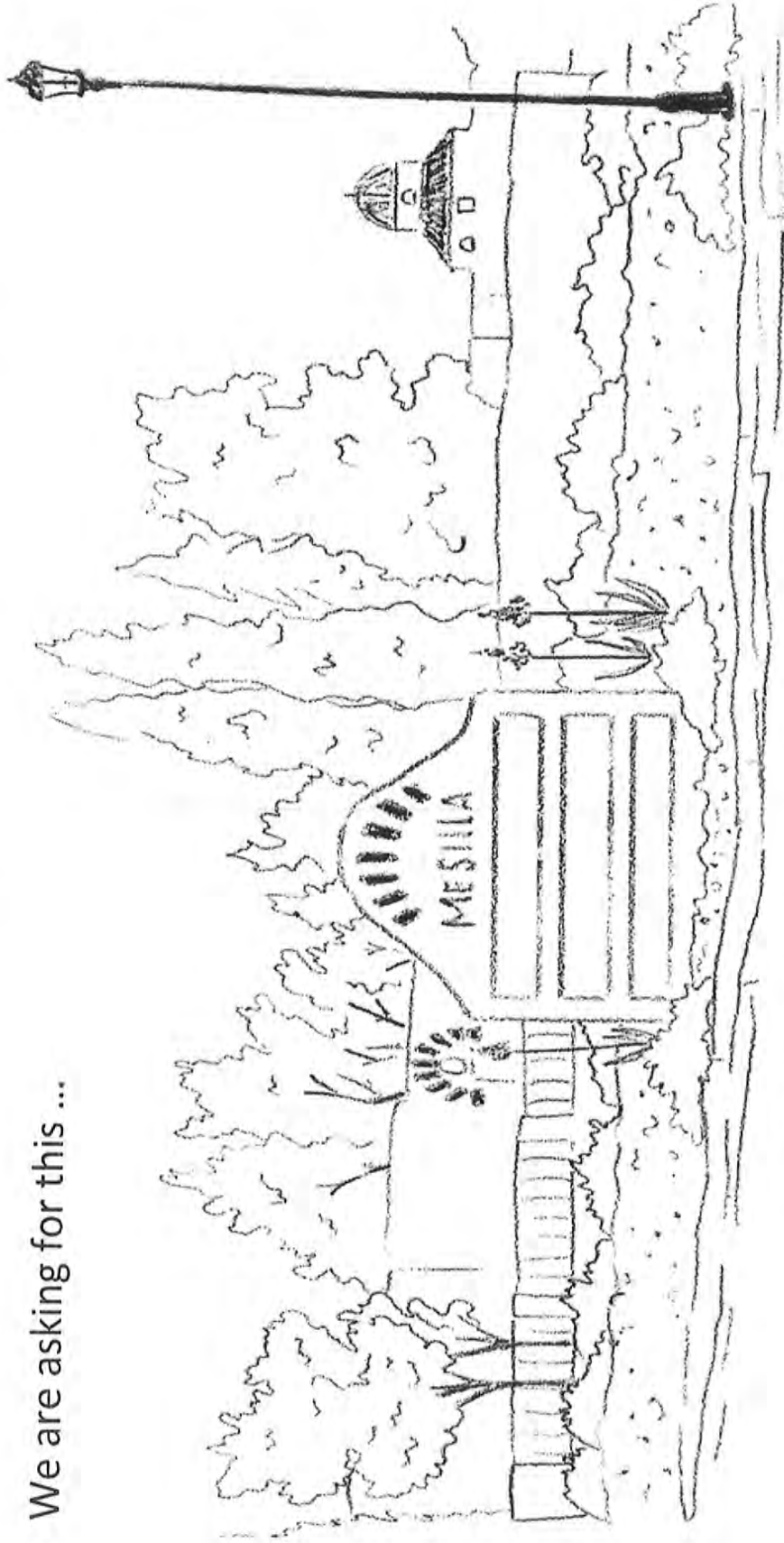
Instead of this ...



SW corner of Avenida de Mesilla and Calle de Alvarez

A Lifeline for the Mercado

We are asking for this ...



Artists depiction of development sign, SW corner of Avenida de Mesilla and Calle de Alvarez

NOTES

TOWN INPUT MEETING - SIGNAGE

1/22/19 @ 9:00 AM

INTRO BY MAYOR

SCHAEFER - DRY POINT DISTILLERS

PRINT-OUT "A LIFE LINE FOR THE MERCADO"

NO CENTRAL BUSINESS PROMOTION - LEFT TO INDIVIDUAL OWNERS

BUSINESSES THAT THRIVE ARE ALONG AVE DE MESILLA

TOWN NEED CRT, FIN. SUCCESS OF BUS'S AFFECTS MESILLA

BUS'S ARE LOST DUE TO LACK OF SIGNAGE

TOO MANY SIGNS WILL NOT BE GOOD

A DIRECTORY SIGN AT ENTRANCE TO DEVELOPMENT WOULD BE GOOD

CORNER LOT AT ENTRANCE IS PRIVATELY OWNED BY ABSENTEE OWNER

RUSS - ASKED ABOUT HEIGHT (TO BE DETERMINED)

MAYOR - ORD. CURRENTLY DOES NOT ALLOW OFF-PREMISES SIGNAGE

B.C. SIGNAGE ALLOWS FOR OFF-PREMISE DIRECTORY SIGNAGE

ANDREA - ANGLE

WANTS TO UPDATE SIGN THAT IS OUT OF COMPLIANCE, WOULD LIKE TO

IMPROVE SIGN, BUT CANNOT UNDER CURRENT CODE

CODE NOT FLEXIBLE ENOUGH TO ADDRESS ISSUE

GARCIA - ADUSE MODERN

31 OF SIGNS LIMIT EXPOSURE

DIRECTORY IN PLAZA IS OUTDATED

DIRECTORY TO SERVICES (REST ROOMS, P.O., ETC)

FOUNTAIN THEATER - CAROL McCALL

LACK OF INFORMATION, AWARENESS AS TO WHAT IS AVAILABLE

INFO DIRECTORIES AT PLAZA CORNERS IS NEEDS

MARAL FOR THEATER (HISTORICAL) WOULD LIKE TO BE REPLACED.

BUT CANNOT (OFF PREMISES, LEGAL NON-CONFORMING)

MAYOR -

DIFFICULT BALANCE BETWEEN NEEDS OF OPERATION & CODES

RUSS

SPOKE ON BEHALF OF MORGAN

FORMAL ENTRANCE SIGN TO PLAZA IS NEEDED

MORGAN HAS OLD SIGN POSTS THAT ARE AVAILABLE FOR DONATION TO
THE TOWN

SIZE OF SIGNS

AN OVERLAY SHOULD BE CONSIDERED TO BE ^{ABLE} ^{COMPLETE} TO COME WITH L.C.
SIGN SIZE COULD BE DEFINED BETTER

MAYOR - WOULD LIKE TO PRESERVE RURAL FEEL AS PEOPLE DRIVE INTO

MESILLA (SHOWS THERE IS A DIFFERENCE BETWEEN MESILLA AND L.C.)

SIGNAGE SHOULD BE GROUND, OR EYE, LEVEL.

RUSS -

BANNER SIGNS SHOULD BE ADDRESSED ON A CASE BY CASE BASIS

THEATER

PLAZA DIRECTORY SIGNS NEED TO BE UP-DATED



**BOARD OF TRUSTEES
TOWN OF MESILLA
REGULAR MEETING
MONDAY, JANUARY 14, 2019
6:00 P.M.**

TRUSTEES: Nora L. Barraza, Mayor
Jesus Caro, Mayor Pro Tem
Carlos Arzabal, Trustee
Veronica Garcia, Trustee
Stephanie Johnson-Burick, Trustee

STAFF: Cynthia Stoechner-Hernandez, Town Clerk/Treasurer
K.C. Alberg, Marshal
Kevin Hoban, Fire Chief
Rodney McGillivray, Public Works Director
Gloria Maya, Recorder

PUBLIC: Susan Krueger

1. PLEDGE OF ALLEGIANCE

Mayor Barraza led the Pledge of Allegiance.

2. ROLL CALL & DETERMINATION OF A QUORUM

Roll Call:

Present: Mayor Barraza, Mayor Pro Tem Caro, Trustee Arzabal, Trustee Garcia, Trustee Johnson-Burick

3. CHANGES TO THE AGENDA & APPROVAL

Motion: To approve agenda, **Moved by** Trustee Arzabal, **Seconded by** Trustee Garcia.

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

Mayor Pro Tem Caro Yes

Trustee Arzabal Yes

Trustee Garcia Yes

Trustee Johnson-Burick Yes

**4. PROCLAMATION – A proclamation commemorating Town of Mesilla School Choice Week.
– Nora L. Barraza, Mayor.**

Ms. Stoechner-Hernandez read proclamation commemorating Town of Mesilla School Choice Week.

1
2 **5. PUBLIC INPUT** – The public is invited to address the Board for up to 3 minutes.
3 No Public Input
4

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

8 **Motion:** To approve consent agenda, **Moved by** Trustee Arzabal, **Seconded by** Mayor Pro Tem Caro.
9

10 **Mayor Pro Tem Caro** Yes
11 **Trustee Arzabal** Yes
12 **Trustee Garcia** Yes
13 **Trustee Johnson-Burick** Yes
14

15 **A. *BOT Minutes** – Minutes of a Work Session and a Regular meeting of December 10, 2018.
16 *Approved by consent agenda*

17 **B. *PZHAC Case 060828 w/Conditions** – 2127 Calle de Oeste, submitted by Pat and Wendy
18 Taylor; a request for a zoning permit to remove and relocate two windows and one door and
19 conduct general adobe repair and restoration on a dwelling at the address. Zoned: Historical
20 Residential (HR). *Approved by consent agenda*
21

22 **7. NEW BUSINESS:**

23 **A. For Approval:** A request to activate reserve deputies per **Mesilla Town Code 2.45.040** –
24 **K.C. Alberg, Marshal.**

25 Marshal Alberg stated only certified police officers are used as reserve officers. The department can
26 save money since reserves are paid less and do not have benefits. We are trying to avoid putting
27 administrators on patrol duty.
28

29 **Motion:** To approve a request to activate reserve deputies per Mesilla Town Code 2.45.040, **Moved by**
30 Trustee Arzabal, **Seconded by** Trustee Johnson-Burick.
31

32 Mayor Barraza stated the department has been shorthanded as a deputy was out two months on paternity
33 leave.
34

35 **Mayor Pro Tem Caro** Yes
36 **Trustee Arzabal** Yes
37 **Trustee Garcia** Yes
38 **Trustee Johnson-Burick** Yes
39

40 **B. For Approval:** Award of RFP 2018-02 for Legal Services to the Town of Mesilla. – **Nora**
41 **L. Barraza, Mayor.**

42 Ms. Stoechner-Hernandez stated the RFP for Legal Services went out in October. The town received
43 three bids; Cervantes Law Firm, Holt Mynat Martinez PC., Cuddy & McCarthy LLP.
44

45 Mayor Barraza stated she recommends the Cervantes Law Firm. Mr. Cervantes is familiar with the
46 town and our ordinances.
47

48 **Motion:** To approve award of RFP 2018-02 for Legal Services to the Town of Mesilla, **Moved by**

1 Trustee Arzabal, **Seconded by** Trustee Johnson-Burick.

2

3 Trustee Caro stated he does not have an issue with Cervantes Law Firm.

4

5 Mayor Barraza responded the other law firms had additional fees attached due to them being located out
6 of town.

7

8 Mayor Pro Tem Caro *inaudible*

9

10 Mayor Barraza stated she feels that with the ordinances being revised Mr. Cervantes would be a better fit
11 for Mesilla.

12

13 **Mayor Pro Tem Caro Yes**

14 **Trustee Arzabal Yes**

15 **Trustee Garcia Yes**

16 **Trustee Johnson-Burick Yes**

17

18 **8. *STAFF REPORTS:**

19 Community Development

20 Community Programs

21 Finance Department

22 Fire Department

23 Marshal's Department

24 Public Works Department

25

26 Mayor Barraza held a Moment of Silence for Mr. Ray Saenz, Mrs. Priscilla McComas, Mr. Norman
27 Dahlstrom and Police Chief Jaime Montoya.

28

29 **9. BOARD OF TRUSTEE COMMITTEE REPORTS**

30 Mayor Barraza congratulated Trustee Johnson-Burick for being selected as MPO Vice-Chair. She
31 attended an MPO meeting last week.

32

33 Trustee Arzabal attended the Chief Elected Official meeting in Truth or Consequences; discussed was
34 providing public transportation from El Paso to Hatch. They will be seeking funding; next meeting will
35 be held in February 2019.

36

37 Mayor Barraza and staff met with Senator John Arthur Smith regarding Capital Outlay Projects. A phone
38 conference was held with Representative Cadena on Wednesday to review ICIP projects as well. Projects
39 we pushed for: \$83K to finish the trail from the river to town; \$257K to finish the sewer project on
40 McDowell; \$20K for bullet proof vests and tasers for the Marshal's Department; \$112K for the
41 replacement of lights on the outer edge of the plaza; and \$50K to finish up Calle de Parian reconstruction.

42

43 **10. BOARD OF TRUSTEE/STAFF COMMENTS**

44 Mayor Pro Tem Caro stated Calle de Sur and Snow Road need attention near the ditch. On Calle de Sur
45 there is a dangerous hole by the apartments.

46

47 Mayor Barraza responded Mr. Cordero had work done on those roads; she will speak to Mr. Gillivray.

48

49 Trustee Johnson-Burick asked is there a timeframe for imposing taxes on AirBNBs? Status on Personnel
50 Manual? She is very disappointed on the fence behind Andele's. She may want to see more of a design

1 or sketch on upcoming requests. Residents on Snow Road are concerned with their water quality and
2 water pressure. The Christmas Eve event was fabulous. She thanked Mr. Cordero for looking at the
3 concerns regarding the sidewalks. She will be working with Ms. Krueger on the Lending Library.
4

5 Mayor Barraza stated residents may have a leak on their property.
6

7 Trustee Arzabal asked that we be careful in asking for money with the matches that will be required.
8

9 Mayor Barraza stated AirBNB will need to be registered by March. The Policy and Procedure will be
10 done this year.
11

12 Mr. McGillivray stated there are several issues going on with our wells. A clay valve was bypassed and
13 should be up next week. The City of Las Cruces water line was opened just in case of emergency, we
14 would be prepared. The water pressure will not be as high as it previously was after we level out the
15 pressure at the wells. A good water pressure is at 70 and we were running at 90.
16

17 Mayor Barraza stated the Christmas Eve event was wonderful. We have received estimates on repairing
18 the sidewalks on the corners to be ADA compliant. Reviewed her Financial Report concerns on page 37
19 with the board and a possible shortage at the end of the year.
20

21 **11. ADJOURNMENT**

22 **The Town of Mesilla Trustees unanimously agreed to adjourn the meeting. (Summary: Yes-4)**
23

24 **MEETING ADJOURNED AT 6:33 P.M.**
25

26 **APPROVED THIS 28th DAY OF JANUARY 2019.**
27
28
29
30

31 _____
32 Nora L. Barraza
33 Mayor
34

35 **ATTEST:**
36
37
38

39 _____
40 Cynthia Stoechner-Hernandez
41 Town Clerk/Treasurer
42
43
44
45
46

BOT ACTION FORM
DEMOLITION PERMIT 060834
[PZHAC REVIEW – 1/22/2019]
STAFF ANALYSIS

(Decision was based on the following information presented during the Work Session – Item 2)

Item:

Case 060834 – 2231 Calle de Parian, submitted by Eric and Teresa Sanchez; a request for a demolition permit for the removal of a wooden porch and metal carport behind a dwelling at this address. Zoned: Historical Residential (HR)

Staff Analysis:

The proposed work was discussed in the PZHAC Work Session held prior to this meeting. (Please refer to the information provided in the write-up for this item in the Work Session.)

If it is determined that the proposed removal of the porch and carport will be acceptable for the property and the Town, or if an alternate solution is arrived at, then the request can proceed on the assumption that all requirements of the Code will be satisfied. The PZHAC should continue on to approve the request based on the Findings stated below.

If, on the other hand, it is determined that the proposed removal of the porch and carport will not be acceptable to the property or the Town, and no other solution can be reached, then the PZHAC should either postpone the request further until the applicant can return with a proposal that meets the standards set forth by the PZHAC; or the PZHAC should deny the request based on the request not meeting any or all of the Findings as listed.

Estimated Cost: @ \$975.00

Consistency with the Code:

The PZHAC will need to determine that the proposed removal of the porch and carport will be consistent with the zoning requirements for this property. Additionally, the PZHAC will also need to determine that the request, as submitted, is consistent with the all other sections of the **Building and Zoning Codes** that may be applied to this project.

Findings:

- The PZHAC has jurisdiction to review and approve this request.
- The proposed work consists of removal of a porch and a carport at the rear of a dwelling at this address.
- The PZHAC has determined that the proposed demolitions meet all applicable Code requirements.

PZHAC OPTIONS:

1. Recommend approval of the requested demolition permit to the BOT.
2. Recommend approval of the requested demolition permit to the BOT with conditions.
3. Reject the permit.

PZHAC ACTION:

The PZHAC determined that the demolition request meets the requirements of the Code and voted 3 – 0 to recommend APPROVAL of the permit to the BOT.

BOT OPTIONS:

1. Approve the requested permit as approved by the PZHAC.
2. Approve the requested permit with conditions.
3. Reject the application.

BOT ACTION:

BOT ACTION FORM
ZONING PERMIT 060835
[PZHAC REVIEW – 1/7/2019]
STAFF ANALYSIS

(Decision was based on the following information presented during the Work Session – Item 2)

Item:

Case 060835 – 2231 Calle de Parian, submitted by Eric and Teresa Sanchez; a request for a zoning permit to allow part of the rear of a dwelling at this address to be remodeled. Zoned: Historical Residential (HR)

Staff Analysis:

The proposed work was discussed in the PZHAC Work Session held prior to this meeting. (Please refer to the information provided in the write-up for this item in the Work Session.)

If it is determined that the proposed alterations to the dwelling will be acceptable for the property and the Town, or if an alternate solution is arrived at, then the request can proceed on the assumption that all requirements of the Code will be satisfied. The PZHAC should continue on to approve the request based on the Findings stated below.

If, on the other hand, it is determined that the proposed alterations to the dwelling will not be acceptable to the property or the Town, and no other solution can be reached, then the PZHAC should either postpone the request further until the applicant can return with a proposal that meets the standards set forth by the PZHAC; or the PZHAC should deny the request based on the request not meeting any or all of the Findings as listed.

Estimated Cost: @ \$150,000.00

Consistency with the Code:

The PZHAC will need to determine that the proposed alterations to the dwelling, when finished, will be consistent with the zoning requirements for this property. Additionally, the PZHAC will also need to determine that the request, as submitted, is consistent with the all other sections of the **Building and Zoning Codes** that may be applied to this project.

Findings:

- The PZHAC has jurisdiction to review and approve this request.
- The proposed work consists of remodeling the part of the rear of a dwelling on a property at this address.
- The PZHAC has determined that the proposed remodelling will meet all applicable Code requirements.

PZHAC OPTIONS:

1. Recommend approval of the requested zoning permit to the BOT.
2. Recommend approval of the requested zoning permit to the BOT with conditions.
3. Reject the permit.

PZHAC ACTION:

The PZHAC discussed the impacts of the proposed work to the historical nature of the structure and determined that the request meets the requirements of the Code. The PZHAC voted 3 – 0 to recommend APPROVAL of the permit to the BOT.

BOT OPTIONS:

1. Approve the requested permit as approved by the PZHAC.
2. Approve the requested permit with conditions.
3. Reject the application.

BOT ACTION:

**PZHAC WORK SESSION
JANUARY 22, 2019
ITEM 2**

Submitted by Eric and Teresa Sanchez; a request to discuss the removal of a wooden porch and metal carport, along with plans to remodel part of the rear of a dwelling at 2231 Calle de Parian. (Cases 060834 and 060835) Zoned: Historical Residential (HR)

The contractor (Gilbert Madrid) originally obtained a permit from staff to conduct work inside the dwelling at this address. Staff informed Mr. Madrid that although a permit for the work was required by the Code, the Code allowed the permit to be issued administratively because the PZHAC does not have jurisdiction over what can be done to the inside of a structure. Mr. Madrid was informed, however, that a permit would be required from CID if the work involved any electrical, plumbing, or structural changes. Mr. Madrid was also informed that if the work to be done only involved the removal of cabinets or minor changes to partition walls, a demolition permit would not be necessary. Staff was not aware that there would be any changes to an exterior wall, or any removal of outside structures.

Staff was also not made aware that the exterior of the structure would be altered (an opening was made in the structure and an awning was removed) in order to allow a tractor to enter the building to demolish the interior (see attached photos). It is a requirement of the Code that any alterations to the exterior of a building in a Historic District require review by the PZHAC and final approval by the BOT. Such alterations typically also require a permit from CID, since such openings could affect the load bearing capabilities of the wall. Additionally, any alterations or demolition that affects electrical lines (see attached photos) also requires a CID permit.

The applicants are requesting two permits. The first (Case 060834) is a demolition permit for part of the covered porch at the westernmost part of the rear of the structure. This is both to allow a rear door to be removed to allow a small tractor to be brought into the dwelling, and to allow an extension to be added to the dwelling at this location to allow for a hallway between the residential part of the structure and the part of the building that was used as a store. (Currently there is no way to go from one part of the building to the other internally.) Additionally, an old metal carport near the rear of the structure and blocking the garage has been removed.

The second application (Case 060835) is being requested to allow a new exterior wall to be built to allow an internal hallway between the two parts of the building (see attached plans and photos). According to the applicants, the exterior of the wall will be completed to match the existing walls at the rear of the structure, and will retain the historic character and flavor of the easternmost portion of the rear wall that will not be affected by the proposed work. (See attached elevations.)

Although the property has been used for residential and commercial in the past (it was a market at one time known as “the Freitz Store”), the owners intend to use it now solely as a residence. The purpose of this work is to combine the two parts of the building by providing internal access between them.

Other changes that will need to be done are listed in an attached e-mail. These include changing existing portals and the roof line to match the rest of the dwelling; the addition of a gate between the garage and the dwelling; the relocation of a gas meter; and the addition of a water meter and front door lighting.

The following is the portion of the MTC that applies to building permits in the Town.

15.15.030 Application for building permit.

A. Procedure. Any person desiring to construct any residence or business or other structure in the town or to make any alteration or improvement to existing buildings or structures shall make a written application, on the prescribed form being used by the town of Mesilla....

1. Types of Building Permit Processes.

a. Administrative approval permit.

b. Historic zone or commercial zone permit.

c. Nonhistoric zone permit.

B. Administrative Approval Permit. Applications that are minor repairs or maintenance and do not alter or create additions to structures (buildings), walls or any other permanent fixtures on site may be approved administratively by staff... Applications for administrative approval permits require, at a minimum, a completed building permit application including a description of proposed work, cost of proposed work and all information required on the application form. Community development staff may require additional information as necessary. Once all required information is provided, the community development staff may approve and issue the permit. **(The original application appeared to meet these requirements until changes were made to the exterior of the dwelling.)**

C. Historic Zone or Commercial Zone Permit.

1. Applications for all proposed work except for work described in subsection (B) of this section, and shall be required to submit the following information: **(Required information is listed in Code and does not need to be repeated here at this time.)**

3. The application shall be required to go through a formal approval process which includes:

a. Obtaining a Certificate of Historical Appropriateness Permit. All applications for a permit must first be reviewed for historical appropriateness and compliance with Chapter 18.33 MTC as per the process described in MTC 18.33.060. **Once the application has completed the process of obtaining an historical appropriateness permit from the PZHAC the application shall be placed on the regular agenda of the PZHAC for consideration of recommendation of approval of the building permit.**

b. **Board of Trustees.** The plans and application will be forwarded to the next regularly scheduled meeting of the board of trustees of the town of Mesilla. The board of trustees (BOT) shall make the final decision regarding the building permit application. The BOT will review the application, plans, any relevant town codes and the recommendations from the PZHAC in order to determine whether or not to approve or deny a permit application. If approved, the community development staff shall issue the building permit.

The property is listed in the Historic Register for the Town (see attached) and the existing building is considered one of the most historically significant buildings in Town. According to the description of the property in the Register, the structure was built in the 1850's and was once used to garrison Mexican troops. Much of that historic flavor is still retained today in the eastern part of the rear courtyard (see attached photos). The property also contains a concrete block structure that appears to have been built in the 1960's as a pool house that has been converted into a garage and work shop (see attached photos). The store portion of the structure (the old "Reynolds Store") has most recently been used as a small office for a real estate management operation, but will be used as part of the residence in the future.

The applicants will be present to provide further details of the proposed work, as well as to answer any questions that may arise.

PHOTO OF REAR OF DWELLING SHOWING DIRT (ADOBE) REMOVED FROM INTERIOR (Taken 12/27/18)



Doña Ana County, NM

General Reference Maps

2014 Aerial

Addresses

County Address Points

Select S

Maps

Legend

Map Themes

Parcels

UDC Zoning

Roads and Transportation

NM House Districts

NM Senate Districts

County Commission Districts

City Council Districts

Median Household Income

General Land Ownership

Account Number: [R0400299](#)

Parcel Number: 4006137219509

Owner: SANCHEZ ERIC L TRUSTEE

Mail Address: PO BOX 358

Subdivision:

Property Address: 2231 CALLE DE
PARIAN

Acres: 0



Larry Shannon

From: etmss@aol.com
Sent: Friday, January 11, 2019 12:13 PM
To: larrys@mesillanm.gov
Cc: maggieomadrid21@yahoo.com; etmss@aol.com
Subject: 2231 Calle de Parian Sanchez
Attachments: Front door lighting.jpg; Casa Sanchez - Renderings 2019 v.2.pdf

Larry,
I am re-sending the email. Please let us know you received it. Thank you, Teresa

Larry,
Attached are the renderings that represent the proposed plans needed for approval. We are including everything we believe needs approval at some level. Want to ensure we provide everything so there are no surprises. You will see the rendering have been named, so I am using the naming to attempt to make it more understandable.

Interior Patio 1: This rendering shows the elevation changes to bring the back of the house more inline with the rest of the structure. The existing portal is an addition and the current roof lines don't match the rest of the dwelling. Additionally, you can see the extension of the existing wall to provide an internal connection of the dwelling between the current home and store. You will also see the addition of windows to the patio to provide a view to the Placita, per the recommendation from SHPO and the outdoor BBQ area. Finally, the addition of 10 pane French Doors between the patio and portal. These doors replace the current single pane windows. There will be an outdoor BBQ area in this area as well.

Interior Patio 2: This rendering provides an additional view of the areas. You will see the roof line will now match the rest of the dwelling.

North Perspective: This rendering shows the addition of a single-man gate that matches the gate on the east side of the property (already approved) near the irrigation ditch. This gate provides security for the property and ties the garage to the house. Also, it includes a landscape barrier, made of double stacked railroad ties (14 inches).

Gas Meter: Need approval to move the gas meter from the existing location (near front door) to the west side of the structure. The new location would be behind the first buttress from the street.

Front Door Lighting: Need approval to put a light on the front door. Picture to be provided.

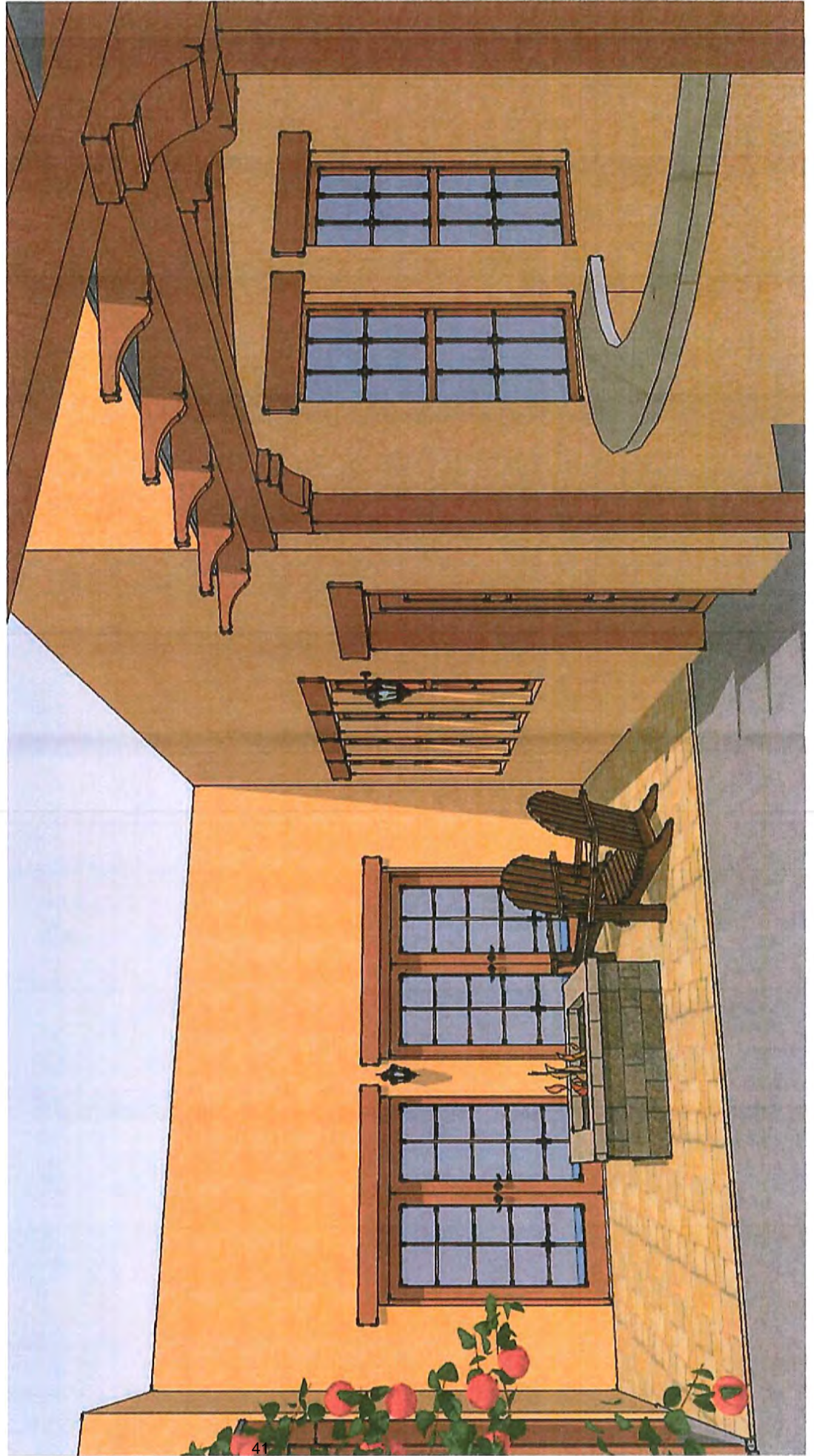
Water Meter: Need approval to add a water meter for the structure as it is currently shared with the Post Office.

Thank you,

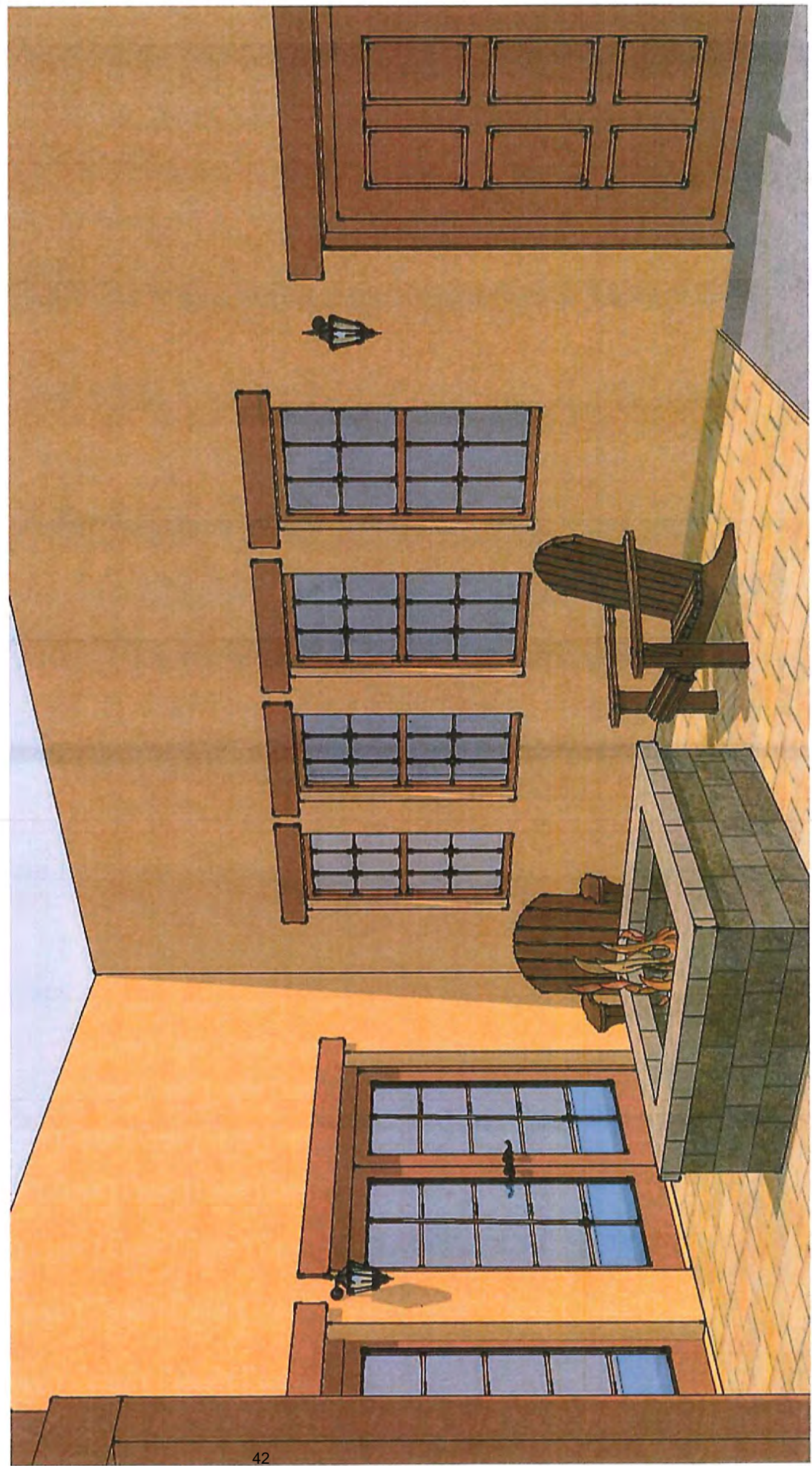
Eric and Teresa Sanchez

Casa Sanchez

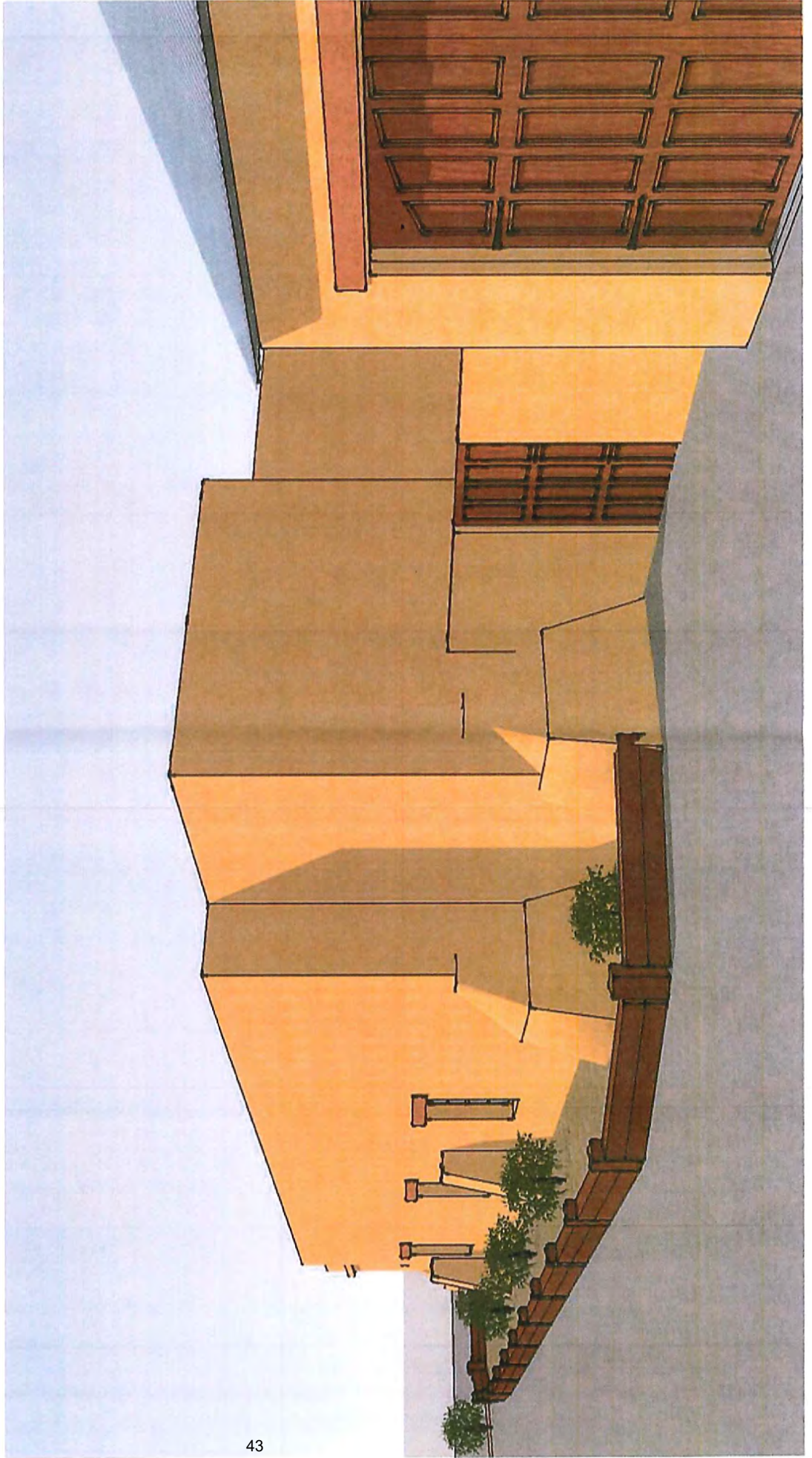
Interior Patio 1

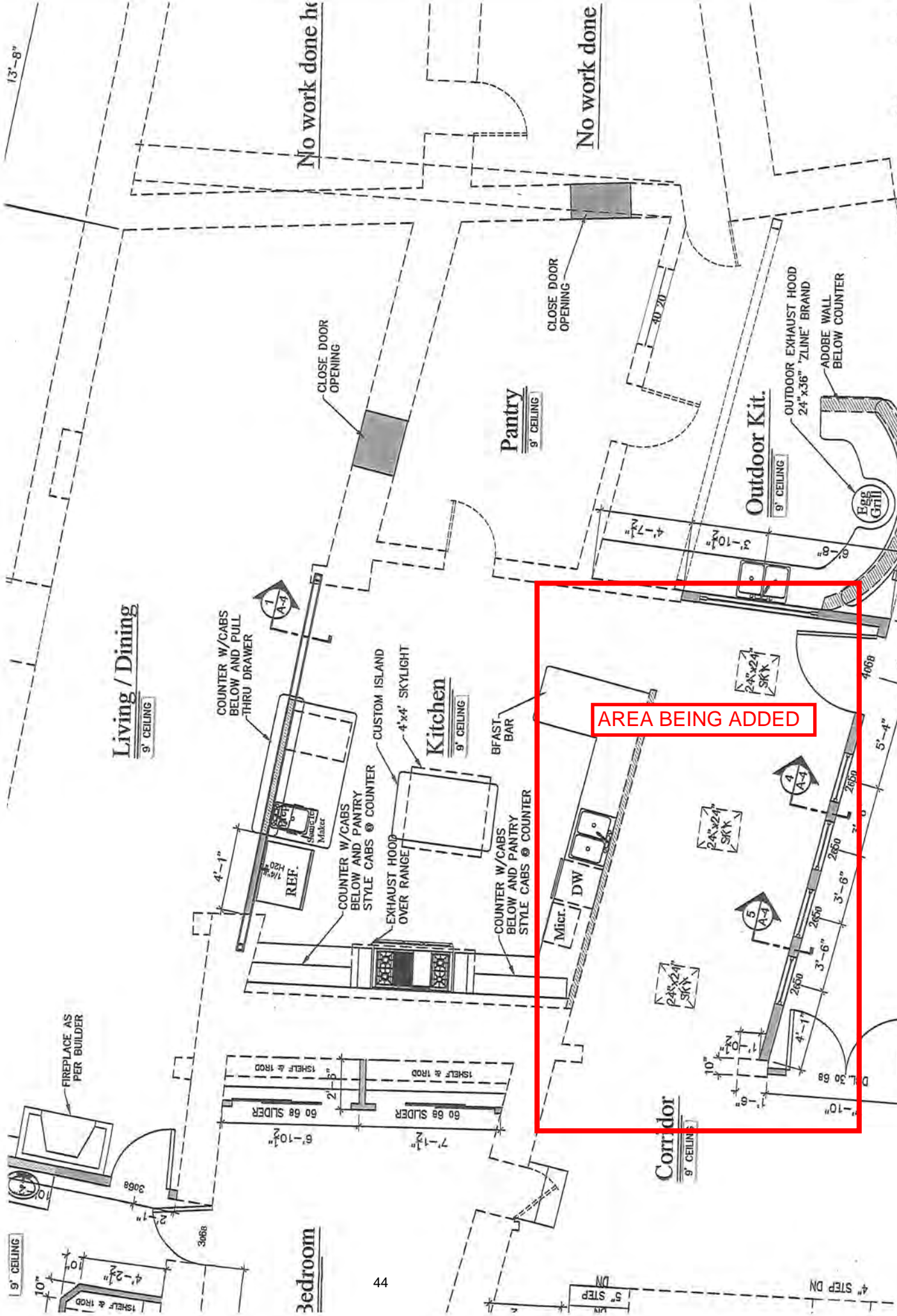


Casa Sanchez
Interior Patio 2



Casa Sanchez
North Perspective





AREA BEING ADDED

PHOTO OF REAR OF DWELLING (Taken 12/27/18)



PHOTO OF REAR OF DWELLING (Taken 10/19/17)



PHOTO OF REAR OF DWELLING (Taken 12/27/18)



PHOTO OF REAR OF DWELLING (Taken 10/19/17)



PHOTOS OF REAR OF DWELLING SHOWING HANGING ELECTRIC LINE (Taken 12/27/18)



PHOTO OF REAR OF DWELLING SHOWING EXTERIOR WORK (Taken 12/27/18)



PHOTO OF REAR OF DWELLING FROM CARPORT THAT WAS REMOVED (Taken 10/19/17)



LIGHTING STYLE TO BE INSTALLED NEAR FRONT ENTRY




TOWN OF MESILLA
DEMOLITION PERMIT APPLICATION

OFFICIAL USE ONLY:

Case # 060834

Fee \$ 10.50

CASE NO. 060834 ZONE: HR APPLICATION DATE: 1/7/19

FRANCIS TERESA SANCHEZ 1-915-313-1973
 Name of Applicant & Business Name Applicant's Telephone/Cell Number

P.O. BOX 32 MESILLA N.M. 88046
 Mailing Address City State Zip Code

SUNWESTA CONST INC
 Contractor's Name & Address (If none, indicate Self)

575 650-7963 _____ 60731
 Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number

ADDRESS OF PROPOSED WORK: 2231 CALLE DE PARIAN

DESCRIPTION OF PROPOSED WORK: _____

1. WOODEN PORCH

2. METAL CARPORT

I have attached the following: photos of the building to be demolished, sketch plans and a brief historical description (if any) as required by MTC 18.33.090.

\$ 975.00 Francis Sanchez 1/7/19
 Estimated Cost Signature of Applicant Date

FOR OFFICAL USE ONLY

PZHAC Administrative Approval (non-historic zones only) BOT Approved Date: _____
 Approved Date: _____ Disapproved Date: _____
 Disapproved Date: _____ Approved with Conditions
 Approved with conditions

CONDITIONS: PZHAC REVIEW & BOT FINAL APPROVAL REQUIRED.
CID PERMIT REQUIRED JL

HISTORIC ZONES ONLY: IS LOCATED ON NATIONAL REGISTRY MAP REGISTRY MAP NUMBER: _____

IS THE PROPERTY: CONTRIBUTING (C) NON-CONTRIBUTING (N) INSIGNIFICANT (I)

REQUIRES ENGINEER/ARCHITECT CERTIFICATION BEFORE PERMIT CAN BE ISSUED

CONTRACTOR VERIFIED? YES NO STATUS: ACTIVE INACTIVE

REVIEW ISSUED BY: _____ ISSUE DATE: _____

PERMIT ISSUED BY: _____ ISSUE DATE: _____

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

TOWN OF MESILLA
 PERMISSION TO CONDUCT WORK
 OR
 OBTAIN A COMMERCIAL/RESIDENTIAL BUILDING PERMIT

OFFICIAL USE ONLY:
 Case # 060835
 Fee \$ 523.00

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

CASE NO. 060835 ZONE: HR CODE: ACM APPLICATION DATE: 1/10/19

ERIC & TERESA SANCHEZ 915-313-1973
 Name of Applicant/Owner Applicant's Telephone Number

PO Box 32 MESILLA NM 88046
 Applicant's/Owner's Mailing Address City State Zip Code

etmss@aol.com
 Applicant's/Owner's E-mail Address

Sun Vista Construction
 Contractor's Name & Address (If none, indicate Self)

575-650-7463 60731
 Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number

2231 Calle de Parian
 Address of Proposed Work:

See Attachment
 Description of Proposed Work:

\$375,000 [Signature] 1/10/19
 Estimated Cost Signature of Applicant Date

Signature of property owner if applicant is not the property owner: _____

With the exception of administrative approvals, all permit requests must undergo a review process from staff, PZHAC and BOT before issuance of a building permit. Recorded proof of ownership with legal description of property (deed or current tax bill) along with verification of legally subdivided status of the property are required. Plan sheets are to be no larger than 11 x 17 inches.

FOR OFFICIAL USE ONLY

PZHAC Administrative Approval **BOT** Approved Date: _____
 Approved Date: _____ Disapproved Date: _____
 Disapproved Date: _____ Approved with Conditions
 Approved with conditions

FIRE INSPECTION/APPROVAL REQUIRED: ___ YES ___ NO SEE CONDITIONS

CID PERMIT/INSPECTION REQUIRED: YES ___ NO ___ SEE CONDITIONS

CONDITIONS: PZHAC REVIEW & BOT FINAL APPROVAL REQUIRED
CID PERMIT (INC. FIRE INSP.) REQUIRED
ZL

PERMISSION ISSUED/DENIED BY: _____ **ISSUE DATE:** _____

- This Application will include the following, if checked:
- Plot 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 February 1972.
 - Site Plan with dimensions and details.
 - Proof of legal access to the property.
 - Drainage plan.
 - Architectural style and color scheme – diagrams or elevations (Historical and commercial zones only).
 - Proof of sewer service or a copy of septic tank permit; proof of water service (well permit or statement from the Public Utility providing water services).
 - Other information as necessary or required by the City Code or Community Development:

BOT ACTION FORM
ZONING PERMIT 060837
[PZHAC REVIEW – 1/22/2019]
STAFF ANALYSIS

(Decision was based on the following information presented during the Work Session - Item 3)

Item:

Case 060837 – 2341 Calle de Arroyo, submitted by Michael R. Taylor; a request for a zoning permit to allow the replacement of a bedroom window on a dwelling at this address. Zoned: Historical Commercial (HC)

Staff Analysis:

The proposed work was discussed in the PZHAC Work Session held prior to this meeting. (Please refer to the information provided in the write-up for this item in the Work Session.)

If it is determined that the proposed replacement of the window, with any necessary repairs to the adobe, will be acceptable for the zoning of the property, or if an alternate solution is arrived at, then the request can proceed on the assumption that all requirements of the Code will be satisfied. The PZHAC should continue on to approve the request based on the Findings stated below.

If, on the other hand, it is determined that the proposed replacement of the window, with any necessary repairs to the adobe, will not be acceptable to the zoning of the property, and no other solution can be reached, then the PZHAC should either postpone the request further until the applicant can return with a proposal that meets the standards set forth by the PZHAC; or the PZHAC should deny the request based on the request not meeting any or all of the Findings as listed.

Estimated Cost: @ \$400.00

Consistency with the Code:

The PZHAC will need to determine that the proposed window, when installed, will be consistent with the zoning requirements for this property. Additionally, the PZHAC will also need to determine that the request, as submitted, is consistent with the all other sections of the **Building and Zoning Codes** that may be applied to this project.

Findings:

- The PZHAC has jurisdiction to review and approve this request.
- The proposed work consists of replacement of a window, with any necessary repairs to the adobe, on a residential property at this address.
- The PZHAC has determined that the proposed work meets all applicable Code requirements.

PZHAC OPTIONS:

1. Recommend approval of the requested zoning permit to the BOT.
2. Recommend approval of the requested zoning permit to the BOT with conditions.
3. Reject the permit.

PZHAC ACTION:

The PZHAC discussed the impacts of the proposed work to the historical nature of the structure and determined that the request meets the requirements of the Code. The PZHAC voted 3 – 0 to recommend APPROVAL of the permit to the BOT.

BOT OPTIONS:

1. Approve the requested permit as approved by the PZHAC.
2. Approve the requested permit with conditions.
3. Reject the application.

BOT ACTION:

**PZHAC WORK SESSION
JANUARY 22, 2019
ITEM 3**

Submitted by Michael R. Taylor; a request to discuss plans to replace a bedroom window on a dwelling at 2341 Calle de Arroyo. (Case 060837) Zoned: Historical Commercial (HC)

The applicant would like to remove a window at the front of the dwelling that does not meet current fire or building codes for a bedroom window and replace it with a window having a similar style that does meet the codes (see attached photo). The current window is about 4 feet wide by 1 foot tall and does not meet code requirements for emergency egress from a bedroom. The proposed window will be about 3' wide by 5' tall will does meet code requirements for egress. According to the applicant, the style of the replacement window will be the same as that of the window being replaced. The replacement window will be installed in the area below the current window, and the wall where the current window is located will be filled in. Then applicant will then conduct any repairs that are necessary to the adobe of the structure around the new window and will refinish and repaint the repairs to match the existing color of the structure.

The building, which is adobe, is on a property is on a property that was at one time part of a larger property, once owned by Edgar Griggs, that contained the Reynolds/Griggs Store on the Plaza (see attached Historical Description). The buildings associated with this property are in the Historic Register (see attached). The Historical Register considers the buildings "significant" in that they are "...architecturally outstanding and important in the history of the community...".

The PZHAC will need to determine that the proposed work will not result in any changes to the structure that will affect its Historical character, and that the work will be consistent with the following sections of the Code:

Chapter 18.35 HR – Historical Residential Zone

The repairs could be compatible with the HR zoning of the property if there are no changes to the wood work is finished in the same style as the original woodwork, or it is repaired in place.

Chapter 18.33 – Historic Preservation

18.33.040 Declaration of purpose and statement of public policy.

A. The board of trustees declares that the historical heritage of Mesilla and its historic buildings and its historic districts are among its most valued and important assets. The board finds that some buildings having historical, architectural, aesthetic and cultural value have been neglected, altered or destroyed notwithstanding the feasibility of preserving and continuing the use of such buildings and without adequate consideration of the irreplaceable loss to the public and the town. The board finds that the historic character of Mesilla is of vital importance in maintaining the economy of the town and that its historic landmarks and the buildings in its historic district can be preserved, rehabilitated and used. The board finds that this chapter benefits all the residents of Mesilla and all the owners of property.

B. The board of trustees declares as a matter of public policy that the preservation, protection and use of historic landmarks and buildings in the historic districts are a public necessity because they have a special character or a special historic, architectural, aesthetic or cultural value and thus serve as visible reminders of the history and heritage of this town, state and nation. The board declares as a matter of public policy that this chapter is required in the interest of the health, safety, welfare and economic well-being of the public. The board declares as a matter of public policy that the identification and designation of historic landmarks and historic districts and the approval or disapproval of exterior changes to designated property or their demolition or relocation or new construction on the site are stated to be a public purpose. [Ord. 2011-03]

Since the proposed work will not change the use or style of the structure, and since the work will need to address the guidelines set forth by the Secretary of the Interior for Historic structures as well as the requirements of Section 18.33 – Historic Preservation of the Code, the PZHAC will need to determine that the proposed work will meet these requirements. Also, the proposed work will need to meet the requirements of the Building code where applicable.

A representative for the applicant will be present at the work session to provide further details about the proposed replacements and will be available to answer any questions that may arise.

Doña Ana County, NM

General Reference Maps

2014 Aerial

Addresses

County Address Points

Select S

Maps

Legend

Map Themes

Parcels

UDC Zoning

Roads and Transportation

NM House Districts

NM Senate Districts

County Commission Districts

City Council Districts

Median Household Income

General Land Ownership

Account Number: [R0401272](#)

Parcel Number: 4006137216443

Owner: TAYLOR J PAUL TRUSTEE J
PAUL & MARY H D TAYLOR REV
TRUST

Mail Address: PO BOX 133

Subdivision:

Property Address: CALLE DE
ARROYO

Acres: 0





Imagery ©2019 Google, Map data ©2019 Google 20 ft

Larry Shannon

From: Michael Taylor <adobechaco1@gmail.com>
Sent: Tuesday, January 08, 2019 2:43 PM
To: larrys@mesillanm.gov
Subject: proposed new window at 2341 Calle de Arroyo
Attachments: 2341 Calle de Arroyo.ENE.jpg; Inked2341 Calle de Arroyo.N[2305843009219813610]_LI.jpg

Larry,

Thank you for taking the time to talk with me by phone a few days ago regarding a proposed new exterior window at an apartment owned by the Taylor Family Trust at 2341 Calle de Arroyo in Mesilla. I am one of the members of the Taylor Family Trust.

The proposed new window location is under a porch and faces the Blevin/Bowlin property. The window location is not visible from Calle de Arroyo and is barely visible over an adobe wall from Calle de Parian, the two closest streets to the apartment. The proposed window will be a 3 feet by 4 feet divided light window.

We propose to remove a fixed non-historic yellow-glazed horizontal window that is located just above where we propose to place the new window. We propose to infill the horizontal window area with block and brown stucco the exterior.

The attached two photos are from Google Earth street views:

The first photo is taken from Calle de Arroyo looking ENE. The porch and the proposed window location are not visible from this vantage point.

The second photo is taken from Calle de Parian looking north. The porch is barely visible over the low adobe wall beyond the tree, just to the right of the white center building. The red arrow points to the proposed window location.

Please let me know how to proceed with any permit needed before work begins.

Thank you very much for your consideration to this request,

Mike Taylor

Sent from for Windows 10

Larry Shannon

From: Michael Taylor <adobechaco1@gmail.com>
Sent: Tuesday, January 08, 2019 4:14 PM
To: larrys@mesillanm.gov
Subject: Fwd: 2341 Calle de Arroyo window proposal
Attachments: IMG_2387.JPG; IMG_2388.JPG

Hi Larry,

This is the second of two emails I am sending regarding the window proposal. This email has a view of the apartment, and a closeup of the proposed window location under the horizontal window that will be removed.

Thanks,

Mike Taylor

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

From: **Michael Taylor** < >
Date: Tue, Jan 8, 2019 at 3:56 PM
Subject:
To: Mike Taylor < >

Sent from my iPhone

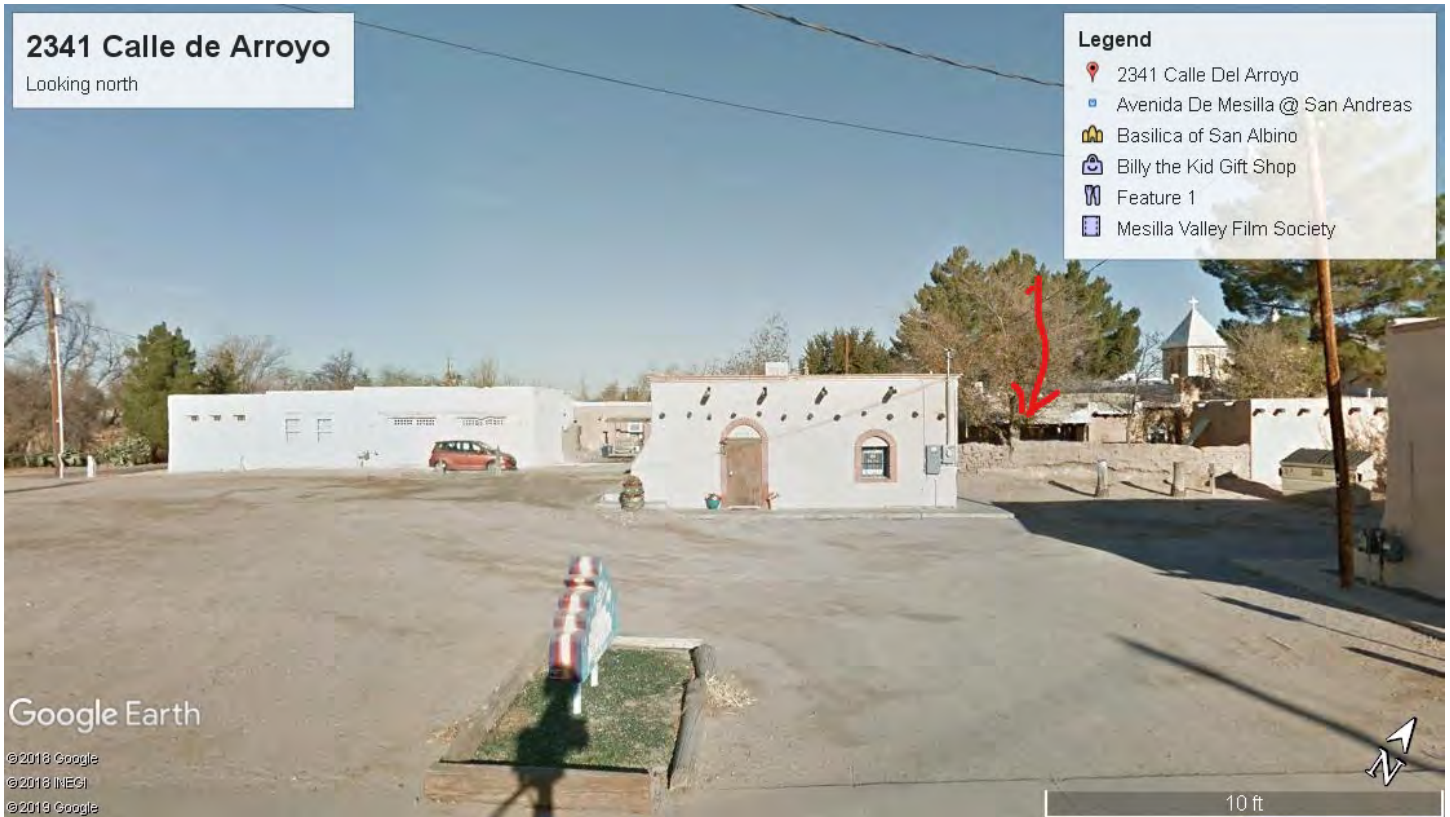
PHOTO OF DWELLING FROM CALLE DE ARROYO (ARROW POINTS TO WINDOW UNDER PORCH)



PHOTO OF DWELLING SHOWING ENTRYWAY AND WINDOW



PHOTO OF DWELLING SHOWING WINDOW TO BE REMOVED AND THE PROPOSED LOCATION OF NEW WINDOW



ALERT SHEET? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		NEW MEXICO HISTORIC BUILDING INVENTORY FORM 1: BUILDINGS & STRUCTURES 6-6-79				
SURVEY DATE 15 Aug 1989	CHECK DATE 4. DATE 5. BY	COMPUTER DATE 6. DATE 7. BY	FILE DATE 8. DATE 9. BY	REVISION 10. DATE 11. BY		
COUNTY Dona Ana	13. FIELD MAP	14. NUMBER	15. UTM REFERENCE NUMBER 13 337000 257200 ZONE EASTING NORTHING			
3. SPECIFIC LOCATION 2340 Principal on east side of Calle del Arroyo, third structure north of Calle del Parian. at 100' east of Calle del Arroyo.			17. CITY, TOWN Mesilla	20. I.D. # 183202117	23. NEG #	
10. LEGAL DESCRIPTION: TOWNSHIP NS RANGE EW SECTION 1/4 1/4 1/4			18. ZIP 78053	22. ROLL # 43	24. LOCATION OF NEG. 20	
15. ARCHITECTURAL STYLE adobe vernacular			26. NUMBER OF STORIES 1			
17. FOUNDATION MATERIAL(S)			26. NUMBER OF STORIES Paul Taylor BORIS Mesilla, NM 88046			
28. EXTERIOR WALL SURFACE(S) gray plaster						
29. FENESTRATION (TYPE, DIVISIONS, SURROUNDS, SILLS, ARRANGEMENTS) - 3 lite fixed sash (horiz), recessed, concrete lug sill, wood lintel. - 2/2 d.h. w, wood sashes, plain wood surrounds, viga lintel						
30. DOOR, ENTRANCE (TYPE/SURROUNDS) brick screen door, viga lintel						
31. ROOF(S) (NUMBER/SHAPE/MATERIAL, DETAILS) Flat, with flat parapet						
32. CHIMNEY(S) (NUMBER, EXTERIOR-INTERIOR/MATERIALS) 1 exterior gray plaster						
33. EXTERIOR DETAILS Front porch (open) made of vigas and latillas, shed roof. Bricked porch floor						
34. COMMENTS This small apt. is considered part of the Basela-Reynolds block now on the national register						
DATE OF CONSTRUCTION						
35. ESTIMATED 1870s 1850s 36. ACTUAL						
37. SOURCE OF DATE						
38. ARCHITECT/ENGINEER/BUILDER						
39. SOURCE OF INFORMATION						
40. NAME Paul Taylor owner						
41. PRESENT USE residential - apt.						
42. HISTORIC USE residential						
43. CONDITION <input type="checkbox"/> EXCELLENT <input checked="" type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> DETERIORATED						
44. DEGREE OF REMODELING <input type="checkbox"/> MINOR <input checked="" type="checkbox"/> MODERATE <input type="checkbox"/> MAJOR						
45. IMMEDIATE SURROUNDINGS residential / commercial						
46. RELATION TO SURROUNDINGS <input checked="" type="checkbox"/> SIMILAR <input type="checkbox"/> NOT SIMILAR						
47. ARCHITECTURAL CONTRIBUTION TO SURROUNDINGS <input checked="" type="checkbox"/> PLUS <input type="checkbox"/> NEUTRAL <input type="checkbox"/> MINUS						
48. OVERALL SIGNIFICANCE included in Nat'l Register <input type="checkbox"/> NATIONAL <input type="checkbox"/> STATE <input type="checkbox"/> LOCAL <input type="checkbox"/> NONE						
49. ASSOCIATED BUILDINGS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO						
50. WHAT TYPE? adjacent buildings to east.						
51. IF INVENTORIED, LIST I.D. #S						
52. SEE BACK? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO						

- Originally part of the old Griggs residence. A long adobe wall runs west-east from the street into ~~the~~ (and part of) the back wall of this structure. Parts of this adobe wall are old & date to the time when it ~~was~~ enclosed the corral area of Mariano Basch's stage lines (see Nat'l register narrative)

- Mrs. Alidib owned this before the Taylors acquired it.

- Griggs (J. Edgar) was a clerk at the settlers store at Fort Fillmore. He married a woman from Mesilla. At one time this place was part of his residence.

43
44. DEC
45. PAUL AND MARY TAYLOR AND THEIR SEVEN CHILDREN LIVE CASUALLY
T APPRECIATIVELY WITH A NOTABLE COLLECTION OF SANTOS AND VALU-
E SPANISH COLONIAL AND VICTORIAN ANTIQUES.

THE TAYLORS ARE TO BE COMMENDED FOR THEIR FORESIGHT AND HARD
RK WHICH HAS SAVED THEIR HISTORIC HOME TO BECOME A LIVING LINK
TH THE PAST OF THE MESILLA VALLEY. THE TAYLOR HOUSE IS INDEED
RTHY OF PRESERVATION.

* * * * *

CREDITS

NET COMMITTEE: MRS JOSEPH PRIESTLEY, MR J PAUL TAYLOR, MR
CALVIN L TRAYLOR, MR. IVAN L. CARBINE, MR. G. ADLAI FEATHER.

SEARCH AND EDITING: MR. J PAUL TAYLOR, MRS. O. E. PRIESTLEY,
MRS. JOHN E. GUMERT, MR. JESSE A. ISAACKS.

SERVATIONS: MRS, GEORGE D. KERWIN AND THE TELEPHONE COMMITTEE.

CORATIONS: MRS, IVAN L, CARBINE

MRS. CAMPBELL NOW MOURN THE LOSS OF A LARGE PRINT OF "CUSTER'S LAST
STAND" WHICH RECENTLY DISAPPEARED FROM A WALL. NOT SO VALUABLE AS
MANY OTHER OBJECTS IN THE AMADOR, IT WAS STILL OF SENTIMENTAL VALUE
TO THE FAMILY THAT ONCE PLAY HOST TO CUSTER'S 7TH CAVALRY.

THE AMADOR FAMILY HAS ACTED NOT SIMPLY AS BUSINESS PEOPLE PRO-
VIDING HOTEL SERVICE, BUT AS GUARDIANS OF A HISTORIC BUILDING AND
ITS CONTENTS. PRESENT DAY LAS CRUCENS SHOULD RECOGNIZE THAT THE
AMADOR HOTEL IS A UNIQUE RECORD OF NEW MEXICO'S HISTORY. THEY
SHOULD ALSO JOIN MR. AND MRS. MARTIN AMADOR CAMPBELL IN SEEING THAT
THE HOTEL IS PRESERVED FOR FUTURE GENERATIONS.

3rd Annual Banquet
The J. Paul Taylor Home

COINS, MUSKET BALLS, AND A DRAGON'S BUTTON CONFIRM TRADITION
THAT A HOUSE EXISTED ON THE SITE OF THE J. PAUL TAYLOR HOME AS FAR
BACK AS LA MESILLA'S HISTORY GOES. THE EARLIEST RECORDS SHOW THAT
RAFAELA BARELA BUILT A HOUSE THERE IN THE EARLY 1850'S AND THAT HER
SON, SHERIFF MARIANO BARELA OPERATED A STORE IN THE ROOM TO THE EAST
OF THE LIVING QUARTERS. LATER, OCCUPANTS INCLUDE CHARLES REYNOLDS;
FATHER JEAN GRANGE, THE FRENCH PRIEST WHO HELD CATECHISM CLASSES IN
THE FRONT ROOMS FOR MANY YEARS; MRS. ALIDIB WHO FOUND SANCTUARY IN
THE OLD HOUSE DURING THE MEXICAN REVOLUTION; AND NOW PAUL AND MARY
DANIELS TAYLOR.

BUILT FLUSH WITH THE SIDEWALK, THE HOUSE IS ENTERED THROUGH A
ZAGUAN THAT CONTINUES BESIDE THE RECEPTION ROOMS TO THE DINING ROOM.
ONE CAN MOVE ON THROUGH THE KITCHEN TO ADDITIONAL BEDROOMS OR MOVE
TO ANOTHER ZAGUAN WHICH CONNECTS ANOTHER BEDROOM WING. WALLED BY
THE STORE BUILDING WHICH IS PART OF THE PROPERTY, THE ZAGUAN OPENS
TO A SECLUDED PATIO AND OFFERS ENTRY TO THE ROOMS THAT SURROUND IT.
FROM ITS DOOR ON THE MESILLA PLAZA THE TAYLOR HOUSE EXTENDS THROUGH
A DOZEN ROOMS, BESIDE AN APARTMENT FOR MRS. DANIELS, WHICH WAS THE
ORIGINAL BARN, THROUGH WORKSHOPS AND STORAGE SPACE--THE ORIGINAL
CARRIAGE HOUSE--TO THE CALLEJON ARROYO BEHIND. SEVEN OF THE MAIN
ROOMS HAVE FIREPLACES IDENTICAL IN MEASUREMENTS WITH THOSE THAT WERE
BUILT AT FORT FILLMORE.

SOME REMODELING OF THE ANCIENT STRUCTURE WAS DONE BY EARLIER
OWNERS WHO OPERATED THE STORE AND LIVED IN THE ADJACENT QUARTERS,
BUT THE PRESENT RESTORATION IS THE WORK OF THE TAYLORS WHO DID MUCH

cont.

- 115 The windows are wood and aluminum frame. The width of the facade is covered by an open shed-hip roof porch supported by stuccoed columns. This property was given to the church by George Frietze. During the Civil War this was the site of the Frietze-Appelzoler Bakery. est. 1930. (C)
- 116 A small stuccoed adobe house, now converted into a gift shop. Mrs Perla Aladib had this built in 1952. It has a flat roof with a parapet, wood frame windows, and is in the shape of an ell. This building faces the plaza. A photo taken in the 1870's shows this site was occupied by a continuous, low adobe structure that was adjacent to the Barela/Reynolds property to the south. (N)
- 117 The Barela/Reynolds property takes up much of this block, including the present "El Platero" and "Mesilla Express" gift shops that front the plaza. It also included the present residence of the J. Paul Taylor family with associated apartments and storage areas that extend the width of the block to Calle Arroyo. The earliest records show that Rafaela Barela built on this site in the 1850's and that her son, Sheriff Mariano Barela operated a store in the eastern portion of the property. Later occupants include Charles Reynolds who, along with Edgar Griggs, constructed the Italianate Bracketed pressed tin store front that faces the plaza and now houses "El Platero"; Father Jean Grange, the French priest who held Catechism classes in the front rooms for many years; and Perla Aladib who found sanctuary in the house during the Mexican Revolution. The two commercial buildings facing the plaza are built flush with the sidewalk. Between these two stores is a zaguan that leads into a central patio and offers entry to the rooms that surround it. Behind the Taylor residence is an apartment that used to be the barn. Adjacent to this and to the west is the old carriage house where wagons belonging to Barelas stage and freight business were housed. Adjacent to the southern exterior wall is a small apartment that once comprised part of the Edgar Griggs property. Griggs was a prominent merchant and had his dry-goods business with Charles Reynolds in the front property facing the plaza during the 1870's. (S)
- 118 The front portion of this property consists of the present Mesilla Book Center, a store specializing in books dealing with the Southwest. It occupies the southern half of the building known as the Reynolds/Griggs store. This commercial building fronts the street and faces the plaza as do the adjacent buildings to the north and south. The parapet is pedimented and the wood frame windows are also topped by pediments. A zaguan leads from the street on the south side of the business into an interior patio where the various rooms of the residence in back of the store open into it. This residence belonged to Edgar Griggs who was a partner in the Reynolds/Griggs food and drygoods store that was in the front. Probably many of these walls date from the early 1850's. (S)

TOWN OF MESILLA
 PERMISSION TO CONDUCT WORK
 OR

OBTAIN A COMMERCIAL/RESIDENTIAL BUILDING PERMIT

OFFICIAL USE ONLY:

Case # 060837

Fee \$ 9.00

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

CASE NO. 060837 ZONE: UR CODE: M1 APPLICATION DATE: 1/15/19

Name of Applicant/Owner: Michael R. Taylor Applicant's Telephone Number: 505 690 9284

Applicant's/Owner's Mailing Address: 52 Sunset Rd. City: Santera Fe State: NM Zip Code: 87507

Applicant's/Owner's E-mail Address: adobechero1@gmail.com


Contractor's Name & Address (If none, indicate Self)

Contractor's Telephone Number _____ Contractor's Tax ID Number _____ Contractor's License Number _____

Address of Proposed Work: 2341 Calle de Arroyo

Description of Proposed Work: new windows, replacement of old window

Estimated Cost: \$ 40000

Signature of Applicant: 

Date: 1/15/19

Signature of property owner if applicant is not the property owner: _____

With the exception of administrative approvals, all permit requests must undergo a review process from staff, PZHAC and BOT before issuance of a building permit. Recorded proof of ownership with legal description of property (deed or current tax bill) along with verification of legally subdivided status of the property are required. Plan sheets are to be no larger than 11 x 17 inches.

FOR OFFICIAL USE ONLY

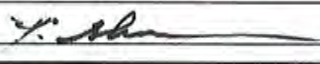
PZHAC Administrative Approval Approved Date: _____ Disapproved Date: _____
 Approved with conditions Approved with Conditions

BOT Approved Date: _____ Disapproved Date: _____

FIRE INSPECTION/APPROVAL REQUIRED: ___ YES NO ___ SEE CONDITIONS

CID PERMIT/INSPECTION REQUIRED: YES ___ NO ___ SEE CONDITIONS

CONDITIONS: PZHAC REVIEW & BOT APPROVAL REQUIRED
CID PERMIT REQUIRED



PERMISSION ISSUED/DENIED BY: _____ **ISSUE DATE:** _____

This Application will include the following, if checked:

1. _____ Plot 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 February 1972.
2. _____ Site Plan with dimensions and details.
3. _____ Proof of legal access to the property.
4. _____ Drainage plan.
5. _____ Architectural style and color scheme – diagrams or elevations (Historical and commercial zones only).
6. _____ Proof of sewer service or a copy of septic tank permit; proof of water service (well permit or statement from the Public Utility providing water services).
7. _____ Other information as necessary or required by the City Code or Community Development:

Contract Number	
Vendor Number	<u>0000046323</u>
Control Number	<u>LC00320</u>

COOPERATIVE PROJECT AGREEMENT-CONSTRUCTION WORK

This Agreement is between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** (“Department”), and the **Town of Mesilla** (“Public Entity”), collectively referred to as the “Parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

In consideration of the covenants contained herein and pursuant to NMSA 1978, Section 67-3-28, the Parties agree as follows:

1. Purpose:

The purpose of this Agreement is to provide Federal Highway Administration (FHWA) funds to the Public Entity for a transportation project described in the Public Entity’s Plans Specifications and Estimate Package (PS&E), the Project Identification Form (PIF) and the Statewide Transportation Improvement Program (STIP). The deliverables under this Agreement may be referred to as the “Construction Work” for the project, which is referred to interchangeably as “Project” or “Project Control No. LC00320.” The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. Additionally, the purpose of this Agreement is to ensure that the scope of work is maintained throughout the life of the Project.

2. Funding:

- a. The total funding for Project Control No. **LC00320**, is **Five hundred sixty four thousand seventy nine dollars and no cents** (\$564,079) which will be shared by the Parties as follows:

1. <u>FFY 2019 TRANSP. ALT. SMALL URBAN (TAPS) Funds</u>	
<u>Department’s 85.44% share</u>	\$284,957
Town of Mesilla Calle Del Norte Multi-Use Path Design and Construction of multi - use path (Description as per STIP database and Agreement Request Form, this agreement only pertains to the construction portion of Project Control No. LC00320.)	
2. <u>Town’s matching 14.56% share</u>	\$48,560
For the purpose stated above.	
3. <u>The Total Project TAPS (Construction Work) Funding</u>	\$333,517

4. <u>FFY 2019 TRANSP. ALT. FLEX (TAPF) Funds</u>	
<u>Department's 85.44% share</u>	\$196,992
Town of Mesilla Calle Del Norte Multi-Use Path Design and Construction of multi - use path (Description as per STIP database and Agreement Request Form, this agreement only pertains to the construction portion of Project Control No. LC00320.)	
5. <u>Town's matching 14.56% share</u>	\$33,570
For the purpose stated above.	
6. <u>The Total Project TAPF (Construction Work) Funding</u>	\$230,562
7. <u>The Total Project (Construction Work) Funding</u>	\$564,079

- b. Attached as Exhibit B is a table of data on funding as required by 2 CFR 200.331.
- c. The Public Entity shall pay all Project costs that exceed the total funding amount specified in this section and all costs determined to be ineligible for reimbursement under the terms of the listed funding sources.
- d. FHWA's obligation of federal funds shall be supported by a certified cost estimate based on the Public Entity's Engineer's Estimate (EE) and or Estimate of Probable Cost (EOPC). The EE shall be submitted to the Department's South Region T/LPA Coordinator prior to the PS&E Review pursuant to 23 CFR Part 630B.
- e. After the project is advertised, bids shall be submitted in accordance with the advertisement for bids. The Public Entity will open sealed bids in accordance with the Public Entity established procurement procedures. The Department will review the Public Entity's determination of lowest responsive bid to determine if the amount of federal funds obligated by the FHWA requires adjustment pursuant to 23 CFR Part 630.106. The Public Entity's responsive low bid for the project, including approved alternates, will be compared to the amount obligated. The Department will allow a 15% increase over the base bid and any approved alternates to cover Engineering and Contingencies and Gross Receipts Tax. If the difference between the FHWA's obligation amount and the responsive low bid plus the 15% is within \$250,000, the amount of funds obligated will not change. If the difference between the obligation amount and the responsive low bid plus the 15% exceeds \$250,000, the difference will be deducted reducing the amount of funds obligated.
- f. The Public Entity may not make changes and add extra work to the Project after the construction contract has been awarded in order to take advantage of the project Costs as per the agreement amount. Pursuant to 23 CFR 630 and 23 CFR 635, specifically 23 CFR 635.120, extra work may be added to a project as a change order if such work could NOT have been reasonably anticipated at the time of letting and such work is necessary to the completion of the project. If at any point in the construction, the Public Entity identifies extra work as defined by the Department's specifications, current edition as of the date of execution of this agreement, that may be justified by incorporation into the contract, this proposed work shall be reviewed by the Department (District Engineer and Construction Liaison Engineer or Designee), which must concur prior to the commencement of the extra work.

3. Method of Payment – Reimbursement:

The Department's District T/LPA Coordinator shall reimburse the Public Entity upon receipt of payment requests for the purposes stated in Section 2, with supporting documentation as determined and/or approved by the Department and Federal Regulations, certifying that costs have been incurred in compliance with this Agreement. **Appendix B** will also need to be submitted with Payment requests. Invoices will be accepted monthly, but must be submitted at a minimum quarterly to the Department's District T/LPA Coordinator. Payment requests shall be identified by the project control number and certified that the requests accurately reflect work completed, amount due and the remaining Agreement balance. All expenses must be actual, rather than estimated, and listed on the payment request as charged. Only those expenses that are properly documented and deemed eligible will be reimbursed. Incomplete submittals will be returned to the Public Entity for corrections. Only invoices for approved/undisputed work will be processed.

The Department's District T/LPA Coordinator will not reimburse the Public Entity for costs incurred prior to obligation of federal funding and the full execution of this Agreement, after the expiration of the Agreement, or in excess of the maximum dollar amount of the Agreement. Final payment requests shall be submitted to the Department's District T/LPA Coordinator within thirty (30) calendar days of physical completion of the project and prior to the termination date identified within Section 20.

4. Public Entity Shall:

- a. Act in the capacity of the lead agency for the Project.
- b. Use the Project Control Number in all correspondence and submittals to the Department.
- c. In the event a contract term extension is needed, provide written notice to the Department sixty (60) days prior to the expiration date identified in Section 20 below to ensure timely processing.
- d. Obtain authorization of final Contract Book from Department's Region T/LPA Coordinator prior to advertisement.
- e. Provide notice to the Department's **South** Region T/LPA Coordinator of the bid tabs and the lowest responsive bidder.
- f. Pay all costs, perform all labor and supply all material for the Project, or procure construction services to perform all labor and supply all materials for the Project.
- g. Identify a Project Manager who shall be the single point of contact for all communications to and from the Department.
- h. Advertise, let, and supervise the construction of Project Control No. LC00320 using applicable federal, state or local requirements or procure services to accomplish these tasks.
- i. Ensure and maintain proof of compliance with 23 CFR Section 635.410 and ensure construction materials, including those associated with utility facilities and relocations, to be in accordance with "Buy America" requirements which require proof of origin and place of manufacture of iron and steel products and materials to be made in America. Additionally, ensure that this provision is included in all advertisement, construction and supply contracts at all tiers associated with the Project.
- j. Ensure construction of the Project complies with Title II of the Americans with Disabilities Act of 1990 (ADA), implemented by 28 CFR 35, Section 504 of the 1973 Rehabilitation Act, implemented by 49 CFR 27, NMDOT Pedestrian Access Details, and

NMSA 1978 Sections 67-3-62 and 67-3-64. Additionally, ensure that this provision is included in all advertisement, construction and supply contracts at all tiers associated with the Project.

k. If the Project will be built with Public Entity resources, you will need to coordinate with your Region T/LPA Coordinator to obtain prior FHWA approval. Then prepare a detailed report of equipment and labor, including a project schedule, for submission to the Department's District T/LPA Coordinator.

l. The Public Entity shall ensure that the contractor and all subcontractors register and enter all required data into B2Gnow and LCPtracker programs. Assistance can be obtained in this effort by contacting the Construction and Civil Rights Bureau (CCRB) as identified in Section 11. The Public Entity shall verify all entries by the contractor and all subcontractors into the B2Gnow and LCPtracker programs. Failure by the Public Entity to adhere to this reporting provision may result in the Project being deemed ineligible for reimbursement.

m. Ensure construction activities comply with approved design, environmental commitments, right of way activities, utility coordination, ITS, railroad requirements and construction management and testing.

1. Construction management, testing and inspection services may be eligible for reimbursement if the underlying procurement is consistent with federal aid funding and state procurement laws and regulations. Prior approval will be needed from the Department's District T/LPA Coordinator's before awarding the services.
2. The Public Entity's award of contracts for construction management, testing or inspection services shall be independent and shall not be procured through the construction contractor. Unless states otherwise in the Specifications.

n. Develop and execute the Project in accordance with the Department's current Specifications or approved equal by the District Engineer and concurred by the State Construction Engineer, and the Tribal/Local Public Agency Handbook.

o. Comply with **Appendix A**, "Construction Phase Duties and Obligations," which is hereby incorporated in this Agreement, for construction projects.

p. Timely submit and receive all required environmental documentation and authorization for the construction phase to the Project. Copies of all approvals shall be provided to the District T/LPA Coordinator prior to construction.

q. Shall register with www.sam.gov and DUNS.

r. Conduct an audit pursuant to OMB Super Circular Section 200.501, if the Public Entity has received a combined \$750,000 in Federal Funding.

5. The Department Shall:

a. Assign the District T/LPA Coordinator as the representative to provide technical assistance to develop, monitor and oversee progress under this Agreement during Construction.

b. Assign a T/LPA Construction Liaison Engineer to oversee the Project for Federal funding compliance.

c. The District T/LPA Coordinator will timely process accepted requests for reimbursement.

6. Both Parties Agree:

Upon termination of this Agreement, the Public Entity shall account for any remaining property, materials or equipment that belongs to the Department, and dispose of it as directed by the Department.

7. Project Responsibility:

The Public Entity is solely responsible for ensuring that the Project is carried out to completion. The improvements and services required under this Agreement shall remain the full responsibility of the Public Entity unless stated otherwise in this agreement.

8. Public Entity Sole Jurisdiction:

Unless otherwise specified in this agreement the Department is not incorporating this Project into the State Highway System and ownership of the project shall remain with the Public Entity including maintenance, unless otherwise specified or legally agreed upon.

9. Legal Compliance:

The Public Entity shall comply with all applicable federal, state and local laws and regulations, and applicable Department policies in the performance of this Agreement. These laws include, but are not limited to: FHWA memorandums; Authorization to proceed and project monitoring at 23 CFR Part 630.106; Agreement provisions at 23 CFR Part 630.112; Project approval and oversight at 23 U.S.C. § 106 [as amended by SAFETEA-LU section 1904]; Single Audit Act Amendments of 1996 (P.L. 104-156)/OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18; Titles VI and VII of the Civil Rights Act of 1964 and related statutes; Disadvantaged Business Enterprise Program, 49 CFR Part 26; External Equal Opportunity/Contractor Compliance Program, including On-the-Job training requirements, 23 CFR Part 230; the Americans with Disabilities Act, 42 §§ 12101-12213 and 28 CFR Parts 35 and 36; the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252; 2 CFR Part 170; and 2 CFR Part 25.

Additionally, the Public Entity shall comply with all applicable federal, state and local laws and regulations governing environmental issues, workplace safety, employer-employee relations and all other laws and regulations governing operation of the workplace. The Public Entity shall ensure that the requirements of this compliance are made a part of each contract and subcontract on this Project at all tiers.

10. Federal Grant Reporting Requirements:

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of \$25,000 or more. This information will be made available to the public on www.USASpending.gov. For this reporting Public Entity is the "subgrantee".

The type of information the Department is required to report includes:

- a. Name of subgrantee receiving the award;
- b. Amount of award;
- c. Funding Agency;

- d. NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants;
- e. Program source;
- f. Award title descriptive of the purpose of the funding action;
- g. Location of the subgrantee, which includes the Congressional District;
- h. Place of performance of the program or activity, which includes the Congressional District;
- i. Unique identifier – DUNS -- of the subgrantee and its parent organization, if one exists; and,
- j. Total compensation and names of the top five executives of the subgrantee. This information is required, if the subgrantee in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Public Entity's grant application and standard reports. The subgrantee will be required to provide the total compensation and names of the subgrantee's top five executives, if applicable, and shall register with www.sam.gov and DUNS and provide that information to the Department.

More information on the Transparency Act may be located via the following links: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>; and, <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

11. Disadvantaged Business Enterprise (DBE) Program:

a. DBE Goal Setting – In accordance with 49 CFR Part 26, The Department establishes an overall state DBE goal tri-annually. In the event the Department assigns a project specific DBE goal, the Public Entity is required to meet that goal through its contractors or demonstrate good faith efforts. The Public Entity shall ensure that DBE provisions and goals are included in its invitations to bid and resulting contracts. DBE payment and utilization information shall be tracked through the B2Gnow software.

b. Record Keeping Responsibilities – The Public Entity shall appoint a DBE liaison officer and assure that its officer completes and submits required Program forms and information to the Department's Construction and Civil Rights Bureau (CCRB). The CCRB can be contacted as follows:

New Mexico Department of Transportation
CCRB
1570 Pacheco Street, Ste. A10
Santa Fe, New Mexico 87505
Phone: (505) 629-9890
Fax: (505) 476-0910

c. Sanctions – Compliance with the DBE provisions is mandatory. Failure to comply will be treated as a violation of this Agreement. Furthermore, if the Public Entity fails to

comply with the DBE provisions, the Department may impose sanctions as provided in 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801, et seq.).

d. Required Contract Assurance: Each contract the Department signs with the Public Entity Contractor and each subcontract the Public Entity Contractor signs with a contractor or subcontractor must include the following assurance: “The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as NMDOT deems appropriate which may include but is not limited to:

- i. Withholding of monthly progress payment;
- ii. Assessing sanctions;
- iii. Liquidated damages; and/or
- iv. Disqualifying the contractor from future bidding as non-responsive

Provision of DBE Program Information: The Public Entity contractor shall provide any DBE related information or data to the District’s T/LPA Coordinator or the Department’s Office of Construction and Civil Rights Bureau, including but not limited to lists of quoters and DBE monthly participation forms, as required or upon request.

12. Title VI Program Obligations:

a. Public Entity Assurances – Each contract the Public Entity enters into with a construction contractor, design consultant, other consultant or recipient on a project assisted by the United States Department of Transportation (USDOT), and any subcontract thereto, shall include the assurances contained in **Appendix C**.

b. The Public Entity shall sign and submit the attached Appendix C (Equal Employment Opportunity (EEO) and Title VI Program Recipient Assurances) to the Department’s Construction and Civil Rights Bureau as identified within the Appendix. By signing Appendix C, assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Public Entity.

c. The Public Entity shall require recipients to sign and submit the attached Appendix C (Equal Employment Opportunity (EEO) and Title VI Program Recipient Assurances) to the Department’s Construction and Civil Rights Bureau as identified within the Appendix for each contract the Public Entity enters into with a construction contractor, design consultant, other consultant or recipient on a USDOT-assisted project, and any subcontract thereto.

13. Third Party Beneficiary:

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

14. New Mexico Tort Claims Act:

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

15. Office of Inspector General Reviews:

The Public Entity shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally-funded project.

a. Inspector General Reviews. Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the head of the department or agency concerned.

b. Access of Offices of Inspector General to Certain Records and Employees. With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the Inspector General Act of 1978, 5 U.S.C. App. §§ 3 or 8G, is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions.

1. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract.
2. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or local government agency administering the contract, regarding such transactions.
3. Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

c. New Mexico Department of Transportation/Office of Inspector General. As specified in New Mexico State Transportation Commission Policy Number 30 (CP-30), dated May 2017, has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: Office of Inspector General, 23 U.S.C. §302 (the capability to carry out the duties required by law); 23 U.S.C. §112 (contracting for engineering and design services); the review of Federal-aid construction contracts references; 23 U.S.C. § 106 (project approval); 23 U.S.C. § 112 (letting of contracts); 23 U.S.C. § 113 (prevailing rate of wage); 23 U.S.C. § 114 (construction); 23 CFR Parts 635 and 636 (design build); 23 CFR Part 637 (construction inspection approval); the State Departments of Transportation are responsible for ensuring that all federal-aid projects are carried out in accordance with federal requirements. This responsibility was specifically

clarified in 23 U.S.C. § 106, as amended by Section 1904(a) of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU, Public Law 109-59).

16. Access to Records, Accountability of Receipts and Disbursements:

There shall be strict accountability for all receipts and disbursements. The Public Entity shall maintain all records and documents relative to the Project for five (5) years after completion. Project files should be kept in accordance with the Department's "Office Procedures Manual" current edition as of the date of execution of this agreement. The Public Entity shall furnish the Department, State Auditor, or appropriate Federal Auditors, upon demand, any and all records relevant to this Agreement for auditing purposes. If an audit determines that a specific expense was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense identified shall be reimbursed to the Department within thirty (30) days of written notification.

17. Appropriation

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the State Legislature, or the Congress of the United States, if federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice given by the Department to the Public Entity. The Department is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure by the Department. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

18. Scope of this Agreement:

This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

19. Severability:

In the event that any portion of this Agreement is determined to be void, unconstitutional, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

20. Term:

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement shall terminate on **9/9/2020**. In the event a contract term extension is needed, the Public Entity shall provide written notice to the Department Region T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Upon termination, neither party shall have any obligation after said date except as stated in Sections 7 and 16 above.

21. Termination:

- a. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed between the Public Entity and a contractor within three (3) months from the date this agreement is effective.
- b. The Department will review inactive projects on a quarterly basis. An inactive project is a project for which no expenditures have been charged against federal funds for the past three (3) months. If the Department determines a project to be inactive, the Department may, as directed by FHWA, redirect the unexpended balance pursuant to 23 CFR Part 630.106.
- c. The Department may, at its option, terminate this Agreement if the Public Entity fails to comply with any provision of this Agreement. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to termination of the Agreement.
- d. If Public Entity decides to terminate they will need to submit official letter with justification on why project is being terminated. They will also need to work with Region T/LPA Coordinator to make sure all steps have been followed as per FHWA Termination process.

22. Principal Contacts and Notices:

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail), including the Control Number and shall be given to the principal contacts listed below.

South Region T/LPA Coordinator

Judith Gallardo
South Region T/LPA Coordinator
New Mexico Department of Transportation
750 N. Solano Drive
Las Cruces, New Mexico 88001
Office: 575-323-4242
E-mail: Judith.Gallardo@state.nm.us

District T/LPA Coordinator

Alden Elwess
T/LPA Coordinator
New Mexico Department of Transportation
2912 East Pine Street
Deming, New Mexico 88030
Office: 575-313-7835
E-Mail: Alden.Elwess@state.nm.us

Construction Liaison Engineer

Jessica Hunter
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
750 N. Solano
Las Cruces, New Mexico 88001
Office: 575-343-6125
E-Mail: Jessica.Hunter@state.nm.us

Public Entity

Rod McGillvary
Public Works Director
Town of Mesilla
P.O. Box 10
Mesilla, New Mexico 88046
Office: 575-993-2321
E-mail: rodm@mesillanm.org

23. Amendment

The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties.

In witness whereof, the Parties have set their hands and seal the day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

By: Cynthia A. Christ
Assistant General Counsel

Date: 1-2-19

TOWN OF MESILLA

By: _____
Mayor

Date: _____

ATTEST

By: _____
TOWN OF MESILLA Clerk

Date: _____

APPROVED AS TO FORM BY THE TOWN OF MESILLA ATTORNEY

By: [Signature]
TOWN OF MESILLA Attorney

Date: 1/18/19

APPENDIX A

Construction Phase Duties and Obligations

1. The Public Entity shall ensure compliance for all construction engineering; including project supervision, surveying, inspection, and testing. The Public Entity shall comply with the current edition of the Department's Specifications as stated in the plans or otherwise approved by the District Engineer and concurred by the State Construction Engineer, the New Mexico Transportation Departments Office Procedures Manual, and the Department's Tribal/Local Public Agency Handbook.
2. The Department's Minimum Testing requirements, as identified in the Department's Construction Procedures Handbook for Federal Aid Local Government Projects shall be adhered to.
 - a. The Public Entity's lab personnel or consultant may perform project acceptance testing of materials in accordance with the Public Entity's procedures and requirements, if approved by the Department. All test reports shall be available for review by the Department and FHWA (if applicable).
 - b. Independent assurance testing is required and is the sole responsibility of the Public Entity and shall be done by an independent lab not responsible for acceptance testing.
 - c. The Department maintains a listing of pre-approved independent testing assurance labs, which may be used by the Public Entity or the Public Entity's consultant for independent assurance testing, aggregate source acceptance, and concrete mix designs, relative to equipment and procedures used by the Public Entity and/or their consultant.
 - d. The Public Entity's Engineer or the Public Entity's consultant shall certify that all materials incorporated into the project meet or exceed the specification requirements. The Minimum Testing Requirements are available on the Department's external website.
 - e. All personnel doing sampling and testing for Acceptance/Independent Assurance on federally funded projects shall have current certifications by the Technical Training and Certificate Program.
4. The Public Entity Engineer or Public Entity consultant shall certify with each reimbursement request that the Certificates of Compliance are on file with the Public Entity Engineer's Office and Public Entity consultant's office, for products and materials incorporated into the Project and for the quantities shown on the progress payment estimate. The Department may periodically conduct an audit of the Certificates of Compliance pursuant to Section 106.4 of the Department's Standard Specifications. Department personnel may occasionally check the Public Entity's procedures for handling of all Certificates of Compliance. All records shall be kept in one location during the entirety of the project, either the Public Entity or the Consultants.
5. The Public Entity Engineer or Public Entity consultant shall certify with each reimbursement request that the items shown on the estimate have been completed and accepted in accordance with the contract requirements.
6. Department or FHWA (if applicable) personnel may periodically review the Public Entity's procedures for documentation of all materials, construction, traffic control, ADA forms, etc. during construction.
7. Change Orders:
 - a. Changes to conform to the field conditions may be warranted; however, these changes shall be discussed with and approved by the District T/LPA coordinator and the Construction Liaison Engineer prior to implementation, in accordance with the Department's Change Order Specifications. The change order shall be submitted soon thereafter to the Project

APPENDIX A

- Manager. All decreases/increases shall be documented and attached to the change order. No payment shall be made for additional quantities until the Department approves the change orders.
- b. "Extra Work" for which there is no unit bid price shall be negotiated and the price shall be supported by a cost breakdown, the Department's average unit bid price, or the Public Entity's average unit price list on comparable projects. "Extra Work" shall not be performed unless approved by the District T/LPA coordinator and the Construction Liaison Engineer, if participation is requested. If, "Extra Work" cannot be negotiated by the preceding manner, then the contractor may be required to do similar work on a "Force Account" basis as per the Department's specifications.
 - c. Change orders for non-participating work shall be submitted to the District T/LPA coordinator and the Construction Liaison Engineer for review and approval. If the work impacts the scope of work, contract time in excess of pro-rated time, and/or additional contracted funds, it shall require Department approval.
8. The Public Entity's Project Manager shall keep the Department's District T/LPA Coordinator routinely apprised of the Project's progress and important issues concerning the Project, and send copies and communicate all pertinent correspondence as it arises.

APPENDIX C

Title VI Nondiscrimination Assurances For FHWA Recipients

The _____ (Title of Recipient) (hereinafter referred to as the "Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT) through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *non-discrimination, In Federally-Assisted Programs Of The Department of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Act, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measure necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from the DOT, including the FHWA."

Specific Assurances

More specifically and without limiting the above general Assurance, the Recipient hereby gives the following Assurances with respect to its Federally assisted programs and activities:

1. That the Recipient agrees that each "activity", "facility," or "program", as defined in 49 CFR subsections 21.23(e) and (b) , will be (with regard to a "program") conducted, or will be (with regard to a "facility") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids, Request For Proposals for work or material subject to the Acts and the Regulations and made in connection with all (Name of Appropriate Program) and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and the Regulations hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement,

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disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix C of this assurance in every contract subject to the Acts and the Regulations.
4. That the Recipient shall insert the clauses of Appendix C of this assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon, or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under (Name of Appropriate Program); and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under (Name of Appropriate Program).
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any Federal grants, loans, contracts, property, and/or discounts or other Federal-aid and Federal financial

APPENDIX C

assistance extended after the date hereof to the Recipients by the U.S. Department of Transportation under the (Name of Appropriate Program). THIS ASSURANCE is binding on it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest and other participants in the (Name of Appropriate Program). The person or persons signing below are authorized to sign this ASSURANCE on behalf of the Recipient.

Date: _____ Project Control Number: LC00320

Recipient Name: Town of Mesilla _____

Signature of Authorized Official: _____

Print Name: _____ Title: _____

Phone: _____ E-mail: _____

This Appendix should be signed and mailed to the following:
New Mexico Department of Transportation
Construction and Civil Rights Bureau
1570 Pacheco Street, Ste. A10
Santa Fe, New Mexico 87505
Phone: 1-800-544-0936 or 505-827-1774
Fax: 505-827-1779

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During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time-to-time, and the Federal Highway Administration (hereinafter "FHWA") (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited of the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. cancelling, terminating or suspending the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the (Recipient) or the FHWA may direct as a means of enforcing such provisions including sanctions

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for non-compliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the (Recipient) to enter into any litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that the (Name of Recipient) will accept title to the lands and maintain the project constructed thereon, in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of (Name of Appropriate Program) and the policies and procedures prescribed by FHWA, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (Name of Recipient) all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "___" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (Name of Recipient) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the (Name of Recipient), its successors and assigns.

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The (Name of Recipient), in consideration or the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed [and]* (2) that the (Name of Recipient) shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction]. *

(*Reverter clause and related language to be used only when it is determined that such clause is necessary in order to Make clear the purposes of Title VI of the Civil Rights Act of 1964.)

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the (Name of Recipient) pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the State of New Mexico will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) and never been made or issued.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

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With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the State of New Mexico will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the State of New Mexico and its assigns.*

(* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by (Name of Recipient) pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of, race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to the Act and Regulations, as amended, set forth in this Assurance.

With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the State of New Mexico will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

With respect to the deeds, in the event of breach of any of the above Non-discrimination covenants, the State of New Mexico will there upon revert to and vest in and become the absolute property of the State of New Mexico and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

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- Federal-Aid Highway Act of 1973, (29 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the program or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your program (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (U.S.C. 1681 *et seq.*)

Exhibit A

**CERTIFICATION OF COOPERATIVE AGREEMENT – CONSTRUCTION WORK
COMPLIANCE/COMPLETION**

I, _____, in my capacity as _____ of
_____ do hereby certify as follows:

That the Town has complied with all the terms and conditions in the Agreement for
Control Number: LC00320

By: _____
Mayor or designee

Date: _____

When completed, please send Certification to:

Alden Elwess, T/LPA Coordinator
New Mexico Department of Transportation
District 1
2912 East Pine Street
Deming, New Mexico 88030

Exhibit B

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	Town of Mesilla
(ii) Public Entity's unique entity identifier (DUNS);	03760025
(iii) Federal Award Identification Number (FAIN);	Please see approved Federal Highway form.
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	Please see date on approved Federal Highway form.
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	Please see date on approved Federal Highway form thru 9/9/2020 (End Date).
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	\$284,957
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	This award is in addition to any previous awards received by sub-recipient from NMDOT.
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Federal Highway Administration (FHWA)
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name;	20.205- Highway Planning & Construction
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A