



**THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA WILL HOLD A REGULAR MEETING ON **TUESDAY, MAY 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 Regular meeting of May 13, 2019.
  - B. \*PZHAC Case 060848** – Submitted by Ruben Contreras for Brittany Bloch; a request for a zoning permit to construct two commercial buildings on a property at 1901 Calle de Correo. **Zoned: Historical Commercial (HC).**
  - C. \*PZHAC Case 060895** – 1940 Calle Pecana, submitted by Henry S. Newman; a request for a zoning permit to construct a dwelling on a vacant residential property at this address. **Zoned: Historical Residential (HR).**
  - D. \*PZHAC Case 060896** – 1680 Calle de Alvarez, submitted by Chris Schaefer for Paul Miller; a request for a zoning permit to construct a freestanding directory sign on a commercial property at this address. **Zoned: General Commercial (C).**
  - E. \*PZHAC Case 060902** – 2391 Calle de Parian, submitted by Robert Reynolds; a request for a zoning permit to install a porch covering over a door on a dwelling at this address to protect an exterior kitchen door and adobe wall from the elements. **Zoned: Historical Residential (HR).**
- 6. NEW BUSINESS:**
  - A. For Discussion:** consideration of the adoption of an ordinance for the Town of Mesilla to Opt-In to the Local Elections Act changing Elections to November of odd numbered years. – **Nora L. Barraza, Mayor.**
  - B. Resolution 2019-06:** a resolution of the Town of Mesilla Board of Trustees designating the incorporated Town of Mesilla as a Colonia within Dona Ana County. – **Nora L. Barraza, Mayor.**
  - C. Resolution 2019-07:** a resolution approving a Capital Outlay agreement between the Town of Mesilla and the NM Environment Department in the amount of \$250,000 for the completion of the McDowell wastewater improvements project. – **Rod McGillivray, Public Works Director.**
  - D. Resolution 2019-08:** A resolution supporting the 2020 Census and Participation of the Town in the Dona Ana Complete Count (CENSUS) Committee. – **Nora L. Barraza, Mayor.**

**E. For approval:** The Town of Mesilla Preliminary Budget for FY 2019-2020 – **Cynthia Stohner-Hernandez, Clerk/Treasurer.**

- 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 one week prior to the meeting. The Mayor and Trustees request that all cell phones be turned off or set to vibrate. Members of the audience are requested to step outside the Board Room to respond to or to conduct a phone conversation. A copy of the agenda packet can be found online at [www.mesillanm.gov](http://www.mesillanm.gov).

Posted 5/23/19 at the following locations: Town Clerk's Office 2231 Avenida de Mesilla, Public Safety Building 2670 Calle de Parian, Mesilla Community Center 2251 Calle de Santiago, Shorty's Food Mart 2290 Avenida de Mesilla, Ristramn Chile Co., 2531 Avenida de Mesilla and the U.S. Post Office 2253 Calle de Parian.





**BOARD OF TRUSTEES  
TOWN OF MESILLA  
WORK SESSION  
MONDAY, MAY 13, 2019  
5:00 P.M.**

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

**STAFF:** Cynthia Stoechner-Hernandez, Town Clerk/Treasurer  
K.C. Alberg, Marshal  
Kevin Hoban, Fire Chief  
Gloria Maya, Recorder

**PUBLIC:**

- Discussion of the Town of Mesilla Preliminary Budget for FY 2019/2020 – **Cynthia Stoechner-Hernandez, Clerk/Treasurer.**

Mayor Barraza opened the Work Session at 5:07 pm

Ms. Stoechner-Hernandez reviewed the Preliminary Budget for FY 2019-2020

- Preliminary Budget Due to DFA by June 1<sup>st</sup>
- Final Budget due July 31<sup>st</sup>
- 5% increase on all medical benefits
- .25% increase on employer PERA contribution
- \$12K approximate increase in employee benefits
- Up 8% in GRT over all this year
- Projecting 3% GRT increase for FY 2019-2020 which equates to around \$39K
- Legislators passed minimum wage bill for \$12.00 an hour by 2021 for the entire state
- 1% increase for CBA employees - still in negotiations
- Recommended a .50 (\$1,040 per employee) increase to employees, not including CBA or court employees
- Impact the General Fund
- Court did not request salary increases as of this date
- Departments requested budget increases – however, they will remain the same
- Finance Department increases due contract agreements

1 - CPI, which was adopted by ordinance in 2013, will increase utilities 2%, senior rates remain the  
2 same  
3 - We need to look at increasing Property Tax, GRT, Mercado rates, Fiesta Rental rates, Court Fines  
4  
5 Trustee Caro asked if monitoring can be done from the office.  
6  
7 Trustee Garcia asked if Public Work vehicles will have GPS.  
8  
9 Ms. Stoechner-Hernandez responded Public Works will be rolling out next fiscal year, through the  
10 Enterprise Fund as well as Finance vehicles soon.  
11  
12 Trustee Garcia asked what the cost is for the GPS.  
13  
14 Ms. Stoechner-Hernandez responded the cost annually is around \$1,000.00.  
15  
16 Trustee Caro inaudible  
17  
18 Trustee Arzabal asked what the Business License Fees are in other parts of the state.  
19  
20 Ms. Stoechner-Hernandez responded that is \$35 across the state; Alcohol Licenses are \$250.  
21  
22 Mayor Barraza stated Mercado Vendors pay \$135 for Business License and plaza maintenance.  
23  
24 Trustee Arzabal stated vendors think they own the parking.  
25  
26 Mayor Barraza stated there is a designated unloading and loading area. We are looking at increasing fees  
27 to help with the operational budget. We need to be creative in generating more revenue to address the  
28 demands.  
29  
30 Mayor Pro Tem asked if the increases will apply to the Community Center.  
31  
32 Mayor Barraza responded those were just increased. We are looking at increasing monthly rent to the  
33 agencies that are there; those rents are based on dollar per square feet.  
34  
35 Trustee Garcia asked if the \$100 fee for Mercado Vendors is used to cover expenses.  
36  
37 Trustee Arzabal stated he hopes we continue to support with the Meals on Wheels.  
38  
39 Ms. Stoechner-Hernandez responded we negotiate with them as it is an organization we support.  
40  
41 Trustee Arzabal stated some vendors make millions of dollars; who sets the \$35 fee.  
42  
43 Ms. Stoechner-Hernandez responded the fees are set by the State.  
44  
45 Mayor Barraza stated Mesilla's property taxes are the lowest. They should be made comparable to other  
46 areas in the state.  
47  
48 Trustee Arzabal asked how the inspections will be done.  
49

1 Fire Chief Hoban responded there are 3 types of inspections; scheduled, new business, and complaint.  
2 Through State Guidelines we can only charge new business inspections. State Law needs to be reviewed  
3 regarding impact fees as well. Legislative change has not taken place in decades.  
4  
5 Mayor Barraza opened for suggestions  
6  
7 Trustee Arzabal reviewed the recommended increases.  
8  
9 Ms. Stoechner-Hernandez stated a .25% increase in GRT will max us out and would generate \$90K a year.  
10  
11 Mayor Barraza stated the trustees would need to vote on a property tax increase in the next Fiscal Year.  
12 We are hoping those revenues will go to the General Fund to help the departments with their operational  
13 budget which has not been increased in 7 years. We still need to see how we can address the town's  
14 infrastructure needs.  
15  
16 Ms. Stoechner-Hernandez stated we would need to go out for a GO Bond to cover our infrastructure needs  
17 which would need to go to the voters.  
18  
19 Mayor Pro Tem Johnson-Burick recommended bringing back discussion on Colonias designation.  
20  
21 Mayor Barraza responded that will be coming forth at the next board meeting.  
22  
23 Mayor Pro Tem Johnson-Burick stated we are so limited on where we can go to find additional revenue.  
24  
25 Mayor Barraza stated we are a community that does not have factories, corporations, etc. We will be  
26 looking at the fees charged for connections; we are not even cover costs.  
27  
28 Trustee Caro stated we have pecan orchards in Mesilla who sell out of country and we get nothing. He  
29 asked if anything can be done at the state level.  
30  
31 Mayor Barraza responded she is not sure if that can be done. Agriculture land gets tax breaks.  
32  
33 Ms. Stoechner-Hernandez stated the preliminary budget must be voted on at the next Board of  
34 Trustee's meeting, May 28<sup>th</sup>.  
35  
36 Mayor Pro Tem Johnson-Burick requested getting the document in advance and submit questions to Ms.  
37 Stoechner-Hernandez.  
38  
39 Ms. Stoechner-Hernandez recommended a Special Meeting on the 20<sup>th</sup> or a work session on the 28<sup>th</sup> with  
40 approval at the Board Meeting.  
41  
42 Mayor Barraza scheduled a work session on the 20<sup>th</sup> at 4:00 p.m.  
43  
44 Trustee Arzabal stated he will not be available on the 28th.  
45  
46 Mayor Barraza closed the work session at 5:44 p.m.  
47  
48  
49  
50

1 **BOARD OF TRUSTEES**  
2 **TOWN OF MESILLA**  
3 **REGULAR MEETING**  
4 **MONDAY, MAY 13, 2019**  
5 **6:00 P.M.**  
6

7 **TRUSTEES:** Nora L. Barraza, Mayor  
8 Stephanie Johnson-Burick, Mayor Pro Tem  
9 Carlos Arzabal, Trustee  
10 Jesus Caro, Trustee  
11 Veronica Garcia, Trustee  
12

13 **STAFF:** Cynthia Stoehner-Hernandez, Town Clerk/Treasurer  
14 Kevin Hoban, Fire Chief  
15 Gloria Maya, Recorder  
16

17 **PUBLIC:** Gerard Nevarez Susan Krueger  
18 Trina Witter Celina Ernig  
19 Greg & Crystal Whited Humberto Manriquez  
20 Nicolas Navarro Tabitha Rissner  
21 John Chavez Ron Burick  
22

23  
24 **1. PLEDGE OF ALLEGIANCE**

25 Mayor Barraza led the Pledge of Allegiance.  
26

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

28 **Roll Call.**

29 **Present:** Mayor Pro Tem Johnson-Burick, Trustee Arzabal, Trustee Caro, Trustee Garcia.  
30

31 Mayor Barraza held a Moment of Silence for Mrs. Nora Alvillar and Ms. Eva Padilla.  
32

33 Mayor Barraza thanked everyone for their well wishes. Thanked Mayor Pro Tem Johnson-Burick for  
34 standing in for her and she also had surgery  
35

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

37 **Motion:** To approve agenda, **Moved by** Trustee Johnson-Burick, **Seconded by** Trustee Caro.  
38

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

40 Mayor Pro Tem Johnson-Burick Yes

41 Trustee Arzabal Yes

42 Trustee Caro Yes

43 Trustee Garcia Yes

1  
2 **4. PROCLAMATIONS:**

3 **A.** A Proclamation Declaring May 12 – May 18, 2019 as “*National Police Week*” in the Town  
4 of Mesilla.

5 Lieutenant Salas read Proclamation Declaring May 12-May 18, 2019 as “National Police Week” in the  
6 Town of Mesilla.

7  
8 **B.** A Proclamation Declaring May 19 – May 25, 2019 as “*Emergency Medical Services*  
9 *Week*” in the Town of Mesilla.

10 Fire Chief Hoban read Proclamation Declaring May 19-May 25, 2019 as “Emergency Medical Services  
11 Week” in the Town of Mesilla.

12  
13 Mayor Pro Tem Johnson-Burick stated she is always honored to recognize the departments who  
14 participate in the Fallen Peace Memorial events. She thanked Fire Chief Hoban who is always stepping  
15 up to do whatever is needed. Thank you to Sergeant Shepan and Lieutenant Salas for their participation.

16  
17 Mayor Barraza thanked them for their service.

18  
19 Fire Chief Hoban promoted Greg Whited to rank of Deputy Fire Marshal who has done an outstanding  
20 job with inspections and preventions.

21  
22 **5. PUBLIC INPUT** – The public is invited to address the Board for up to 3 minutes.

23 Ms. Trina Whitter invited everyone to the Ride of Silence on Wednesday at the plaza.  
24

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

28 Trustee Arzabal requested placing, under new business, items a, b, and d on the consent agenda.  
29

30 Mayor Barraza corrected the agreement amount with Matt Lee to read \$16,080.  
31

32 **Original Motion:** To approve consent agenda as amended, **Moved by** Trustee Arzabal, **Seconded by**  
33 Trustee Caro.

34  
35 Mayor Barraza stated there will be a double fine imposed if Case 060884 has been started prior to being  
36 approved.

37  
38 Mayor Pro Tem Johnson-Burick asked if any of the recommended Summer Recreation staff members are  
39 returning employees.

40  
41 Mayor Barraza responded Ms. Gloria Garza is a returning employee.  
42

43 Mayor Pro Tem Johnson-Burick stated she wants to ensure they have been vetted.  
44

45 **Amended Motion:** To remove under new business item d from the consent agenda, **Moved by** Trustee  
46 Johnson-Burick, **Second by** Trustee Garcia.

47 **Amended Motion Roll Call Vote:** Motion passed (**summary:** Yes =4).

48 Mayor Pro Tem Johnson-Burick Yes

1 Trustee Arzabal Yes  
2 Trustee Caro Yes  
3 Trustee Garcia Yes

4  
5 **Original Motion Roll Call Vote:** Motion passed (**summary:** Yes =4).

6 Mayor Pro Tem Johnson-Burick Yes  
7 Trustee Arzabal Yes  
8 Trustee Caro Yes  
9 Trustee Garcia Yes

- 10       **A. \*BOT Minutes** – Minutes of a Regular meeting of April 22, 2019. *Approved by consent*  
11       **agenda**
- 12       **B. \*PZHAC Case 060883** – 2518 Boldt Street, submitted by Celina Einig; request for a  
13 zoning permit to allow construction of a 20 foot by 25-foot workshop at the rear of a  
14 residential property this address. **Zoned: Historical Residential (HR).** *Approved by*  
15 *consent agenda*
- 16       **C. \*PZHAC Case 060884** – 2631 Calle Tercera, submitted by Francisco Torres; a request for  
17 a zoning permit to all construction of a 24-foot by 45-foot wood frame carport on a concrete  
18 slab on a property located at this address. **Zoned: Historical Residential (HR).** *Approved*  
19 *by consent agenda\*\**
- 20       **D. \*PZHAC Case 060885** - 2305 Calle de Colon, submitted by Gerard Nevarez; a request for  
21 a zoning permit to construction of a bedroom addition to a dwelling at this address. **Zoned:**  
22 **Historical Residential (HR)** *Approved by consent agenda*
- 23       **E. \*PZHAC Case 060887** – 2138 Calle del Sur, submitted by Matthew Davidson; a request  
24 for a zoning permit to allow part of an existing detached garage at this address to be  
25 converted into a 535 square-foot guest house. **Zoned: Historical Residential (HR).**  
26 *Approved by consent agenda*
- 27       **F. \*PZHAC Case 060888** – 2755 Boldt Street, submitted by Teresa Griffith and Dan Jones; a  
28 request for a zoning permit to allow the repainting of metal fences on the left and right sides  
29 of a dwelling at this address. **Zoned: Historical Residential (HR).** *Approved by consent*  
30 *agenda*
- 31       **G. \*PZHAC Case 060889** – 2523 Calle del Norte, submitted by Michele Rasch; a request for  
32 a zoning permit to allow the addition of wrought iron gates to an exterior yard wall at this  
33 address. **Zoned: Historical Residential (HR).** *Approved by consent agenda*
- 34       **H. \*PZHAC Case 060891** – 2355 Calle de Guadalupe, submitted by Heather Salopek; a  
35 request for a zoning permit to allow the repainting of a door, door jamb, and window frame  
36 on a store at this address. **Zoned: Historical Commercial (HC).** *Approved by consent*  
37 *agenda*
- 38       **I. \*For Approval:** the hiring of three (3) temporary employees for the Summer Recreation  
39 program. *Approved by consent agenda*

40  
41 **7. NEW BUSINESS:**

- 42       **A. For approval:** an agreement between the Town of Mesilla and Entomology Consultants,  
43 LLC. For vector control services within the Town of Mesilla for two-years. – **Rod**  
44 **McGillivray, Public Works Director.** *Approved by consent agenda*
- 45       **B. For approval:** A Cooperative Agreement (MES2019-04) with the City of Las Cruces for  
46 the City to do upgrades to their utility lines under Bowman St. during the Town’s

1 reconstruction project. – **Rod McGillivray, Public Works Director.** *Approved by*  
2 *consent agenda*

3  
4 **C. For approval:** An automatic aid agreement (between the Town of Mesilla and Dona Ana  
5 County for Fire Protection and Emergency Services Response. – **Kevin Hoban, Fire Chief.**

6  
7 Fire Chief Hoban stated a mutual agreement provides services to each other in times of need. This a  
8 change in wording as well as a change as how the agreement is handled. ISO desires mutual aid  
9 agreements. The costs are absorbed through the Fire Protection Fund. The Automatic Aid has been  
10 reviewed by our attorney. There is an agreement to hold the entities harmless. By approving this  
11 agreement reflects on our ISO evaluation.

12  
13 **Motion:** To approve an automatic aid agreement (between the Town of Mesilla and Dona Ana County)  
14 for Fire Protection and Emergency Services Response, **Moved by** Mayor Pro Tem Johnson-Burick,  
15 **Seconded by** Trustee Arzabal.

16  
17 **Roll Call Vote:** Motion passed (**summary:** Yes =4).  
18 Mayor Pro Tem Johnson-Burick Yes  
19 Trustee Arzabal Yes  
20 Trustee Caro Yes  
21 Trustee Garcia Yes

22  
23 **D. For approval:** an audit contract for the FY 18/19 fiscal year, with the option of two  
24 additional years. – **Cynthia Stoechner-Hernandez, Clerk/Treasurer.** **Approved by**  
25 **consent agenda**

26 Mayor Pro Tem Johnson-Burick asked how long the contract with previous auditor was.

27  
28 Ms. Stoechner-Hernandez responded we are required to go out for RFP every 3 years for up to 6 years.  
29 This is for the next fiscal year; we can add additional years if needed.

30  
31 Mayor Pro Tem Johnson-Burick stated she was impressed with their proposal.

32  
33 Mayor Barraza stated there are letter of references from other entities.

34  
35 **Motion:** To approve an audit contract for the FY 18/19 fiscal year, with the option of two additional  
36 years, **Moved by** Trustee Arzabal, **Seconded by** Trustee Garcia.

37  
38 **Roll Call Vote:** Motion passed (**summary:** Yes =4).  
39 Mayor Pro Tem Johnson-Burick Yes  
40 Trustee Arzabal Yes  
41 Trustee Caro Yes  
42 Trustee Garcia Yes

43  
44  
45 **8. \*STAFF REPORTS:**  
46 Community Development



- 1 Community Programs
- 2 Finance Department
- 3 Fire Department
- 4 Marshal's Department
- 5 Public Works Department

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

7 Trustee Garcia stated she approved the budget at the RTD meeting on Wednesday pending upgrades on  
8 employees. She attended the NMML Planning & Zoning. We have until June 1<sup>st</sup> to file an extension for  
9 the MPO.

10

11 Trustee Arzabal stated he will attend the CFO meeting on June 21<sup>st</sup>.

12

13 Mayor Pro Tem Johnson-Burick stated the MPO has given an extension for Calle de Norte.

14

15 Mayor Barraza stated she asked Trustee Garcia to represent her at the RTD meeting on May 22<sup>nd</sup> at 1:30  
16 p.m. The MPO cannot complete trail from the Mesilla lateral as previously planned. The proposal is to go  
17 from the river to Calle de Paisano with the funding that is available. Department of Transportation (DOT)  
18 is supporting our request. University Avenue project was to include sidewalks and bike path.  
19 Department of Transportation did a study and we are now on phase b, c and d. Thursday, May 16<sup>th</sup> 2-3:30  
20 p.m. there will be a meeting at the NMDOT office to discuss the phases. We need to get the word out  
21 regarding the 2020 Census.

22

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

24 Fire Chief Hoban thanked the board for their continued support of the departments.

25

26 Trustee Caro stated he though work had been done on Bowman. The fiesta was nice. He asked if there  
27 are rules on how tall you can be to participate in the grease pole contest.

28

29 Mayor Barraza responded there is information in your packets regarding Bowman.

30

31 Mayor Pro Tem Johnson-Burick thanked the Fire and Marshal Departments for their participation. The  
32 fiesta was successful. Thanked Mr. Lee for the good work he does for the town.

33

34 Trustee Garcia agreed the fiesta was successful.

35

36 Trustee Arzabal asked if the business owners have been notified that the plaza will be closed for the  
37 Artisan Market.

38

39 Mayor Barraza responded the parking in front of the church and El Patio will remain open. She  
40 encourages the trustees to participate in the Ride of Silence at 6:00 p.m. in honor of Mayor Aranda. She

1 congratulated Deputy Fire Marshal Whited. Thanked everyone for the well wishes and prayers.

2

3 **11. ADJOURNMENT**

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

5

6 **MEETING ADJOURNED AT 6:55 P.M.**

7

8 **APPROVED THIS 28<sup>th</sup> DAY OF MAY, 2019.**

9

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\_\_\_\_\_  
Nora L. Barraza  
Mayor

**ATTEST:**

\_\_\_\_\_  
Cynthia Stoeher-Hernandez  
Town Clerk/Treasurer

DRAFT

**BOT ACTION FORM**  
**ZONING PERMIT 060848**  
**[PZHAC REVIEW – 5/20/2019]**  
**STAFF ANALYSIS**

**(Decision was based on information presented during the Work Session)**

**Item:**

**Case 060848** – Submitted by Ruben Contreras for Brittany Bloch; a request for a zoning permit to construct two commercial buildings on a property at 1901 Calle de Correo. Zoned: Historical Commercial (HC)

**Staff Analysis:**

The proposed request 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 buildings 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 buildings 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: @ \$137,500.00**

**Consistency with the Code:**

The PZHAC will need to determine that the proposed buildings 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 constructing two commercial buildings at 1901 Calle de Correo.
- The PZHAC has determined that the proposed work meets all applicable Code requirements.

**PZHAC ACTION:**

*Staff explained that this case was originally denied by the BOT because the BOT made the determination that Commercial and Residential uses are not allowed on the same property in the HC zone. The PZHAC determined that, based on Staff's determination that short-term rentals in the Town are the equivalent of a hotel in that they are subject to the same commercial taxes (Gross Receipts and Lodgers Taxes) as hotels; the short-term rental unit is actually a commercial use. The PZHAC also determined that the request complied with all other applicable Code requirements, and approved the two structures on the property as commercial structures.*

*The PZHAC voted 3 – 0 to recommend APPROVAL of this request to the BOT.*

**BOT OPTIONS:**

1. Approve the application as recommended by the PZHAC.
2. Approve the application with conditions.
3. Reject the application.

**BOT ACTION:**

**PZHAC WORK SESSION  
MAY 20, 2019  
ITEM 1**

Submitted by Ruben Contreras for Brittany Bloch; a request to discuss plans to construct two commercial buildings at 1901 Calle de Correo. (Case 060848) Zoned: Historical Commercial (HC)

**This case was heard at the March 4 PZHAC Work Session and received a recommendation of approval to the BOT based on Commercial and Residential uses being allowed on the same property in the Historic Commercial (HC) zone Section 18.40 – Historical Commercial Zone. The BOT interpreted Section 18.40 as denying new residential uses in the Historical Commercial zone.**

**As a result of research by staff into short-term rental units as part of an effort to regulate such uses in the Town, staff has determined that short-term rental units are similar or equivalent in use and operation to hotels and are commercial in nature. Staff is currently in the process of registering all short-term rental units in the Town to collect Gross Receipts and Lodger’s taxes from each unit. Long-term rental units (30 days or longer of rental) are not subject to Gross Receipts or Lodger’s taxes and are considered residential uses.**

Since neither the PZHAC or the BOT had any opposition to the commercial structure to be used as a tattoo parlor, and since the short-term rental unit is actually considered a commercial use equivalent to a hotel operation by the Town, the applicant would like to obtain approval for the short-term rental as a commercial use along with the other structure to be used as a tattoo parlor. Additionally, there is nothing in the Code that refers to property size or limits the number of commercial operations or buildings that can be located on a property in the HC zone provided that all other applicable requirements of the Code are met.

The property, which is 0.130 acres (5662.8 square feet) in size (see attached survey), is currently vacant, and is being used as a parking lot for parking by Caballero’s Shopping Plaza across Avenida de Mesilla. The applicant has been informed by Staff that water and sewer service would have to be provided to the property in order to develop the property. Staff has not yet seen proof that either utility is available to the property. Access to the property will be from Calle de Correo. The buildings will be located on the Avenida de Mesilla side of the property. The western half of the property will be used for parking, and will be adequate for the parking required by the two units.

Attached is a site plan of the property, along with an elevation and floor plans for the buildings. According to the applicant, the style and color of the buildings will be the same, and will be similar to the other historic structures in the area. According to the applicant, the style of the structure will be “Spanish Pueblo”, and is intended to fit in with the styles of other commercial structures along Avenida de Mesilla. (See photos of nearby commercial and residential structures.) The two structures will be connected by a breezeway.

The size of the short term rental unit will be 525 square feet and about 14 feet tall. According to the applicant, “The short-term rental portion of the site will house a studio apartment with a living area, kitchenette, sleeping area and bathroom. The intent of the air b&b (short-term rental) is partially to have a place for out-of-town clients to stay when scheduled for a tattoo. The air b&b will also accommodate tourists and contribute to the overall economy of Mesilla.”

The other building will be 850 square feet and about 16 feet tall. The applicant proposes to use this building to house “Black Rat Tattoo,” an established professional business in the City of Las Cruces. The space will serve 1 to 2 artists. A tattoo parlor (“Muerte Tattoo” at 2309 Calle de Guadalupe, Suite B) had been an allowed use in the past in the HC zone as a “Professional Office” (Similar uses that have been allowed are “Kneading to Heal” at 2222 Avenida de Mesilla, and “Desert Mountain Acupuncture” at 2488 Calle de Guadalupe.) However, since the building is in the HC zone and many commercial uses are allowed by right in a commercial building, the use of the PZHAC should not grant or deny the construction of this building based solely on the use being proposed at this time. There are other uses allowed in the HC zone that could possibly use the building in the future.

The PZHAC will need to determine that the proposed buildings will be architecturally compatible with the other commercial and residential structures in the area. This includes height, size (proportion) and style. Other commercial operations along Avenida de Mesilla have heights that are or appear to be lower (Ristramann, Adventure Travel) to two stories (Steinborn Realty).

Some of the commercial operations along Avenida de Mesilla are: Steinborn Realty with a short term rental; Caballero's Plaza; Ristramnn (across Avenida de Mesilla); Palacio's Bar, a dancehall and bar operation that has been at this location since 1936; Chala's Wood Fired Restaurant; Mesilla Valley Plumbing (on the west side of Avenida de Mesilla to the south) and Kneading to Heal (on the west side of Avenida de Mesilla to the north).

**Compliance with the Code:**

Since this construction is in a Historic zoning district, the PZHAC will need to ensure that the following sections of the Code are met:

**18.33.060 Development zone.**

A development zone defines the immediate physical vicinity to be used to identify the historic character of a particular area and includes the predominant architectural style and design standards of existing structures together with their setting.

Additionally, the tattoo parlor (and similar uses) have been allowed in the past by the following sections of the Code:

**18.33.080 Historical appropriateness permit.**

A. Identification. A permit for a certificate of historical appropriateness shall be required before any of the following actions or work is undertaken: new construction, exterior alteration, demolition or removal. All work or acts of new construction or exterior alteration requiring a permit for a certificate of appropriateness shall comply with the design criteria established by the precedent styles within the development zone of the proposed work.

**18.40.020 Uses permitted.**

Uses permitted in the H-C zone are as follows:

Commercial uses allowed in C zone and residential uses subject to approval of the planning, zoning and historical appropriateness commission upon application and approval of a development plan. [Ord. 2001-04 § 1; Ord. 94-06 § 1; prior code § 11-2-11.5.B]

**18.45.020 Uses permitted (C Zone)**

A building and premises on any lot in the C zone shall be used for the following purposes only:

- Office, business and professional
- Hotels

The applicant has been made aware that if the use of the short-term rental were to change to long-term rental, this would cause the unit to be considered residential and would require further review by the PZHAC and a possible change in occupancy according to the Building Code.

The applicant or her representative will be present at the work session to provide further details about the proposed construction, and will be available to answer any questions that may arise.

**FRONT VIEW OF STRUCTURES FROM AVENIDA DE MESILLA**



# Doña Ana County, NM

General Reference Maps

2014 Aerial

Addresses

County Address Points

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: [R0400376](#)

Parcel Number: 4006137296464

Owner: BLACK RAT TATTOO LLC

Mail Address: 439 LINDA VISTA RD

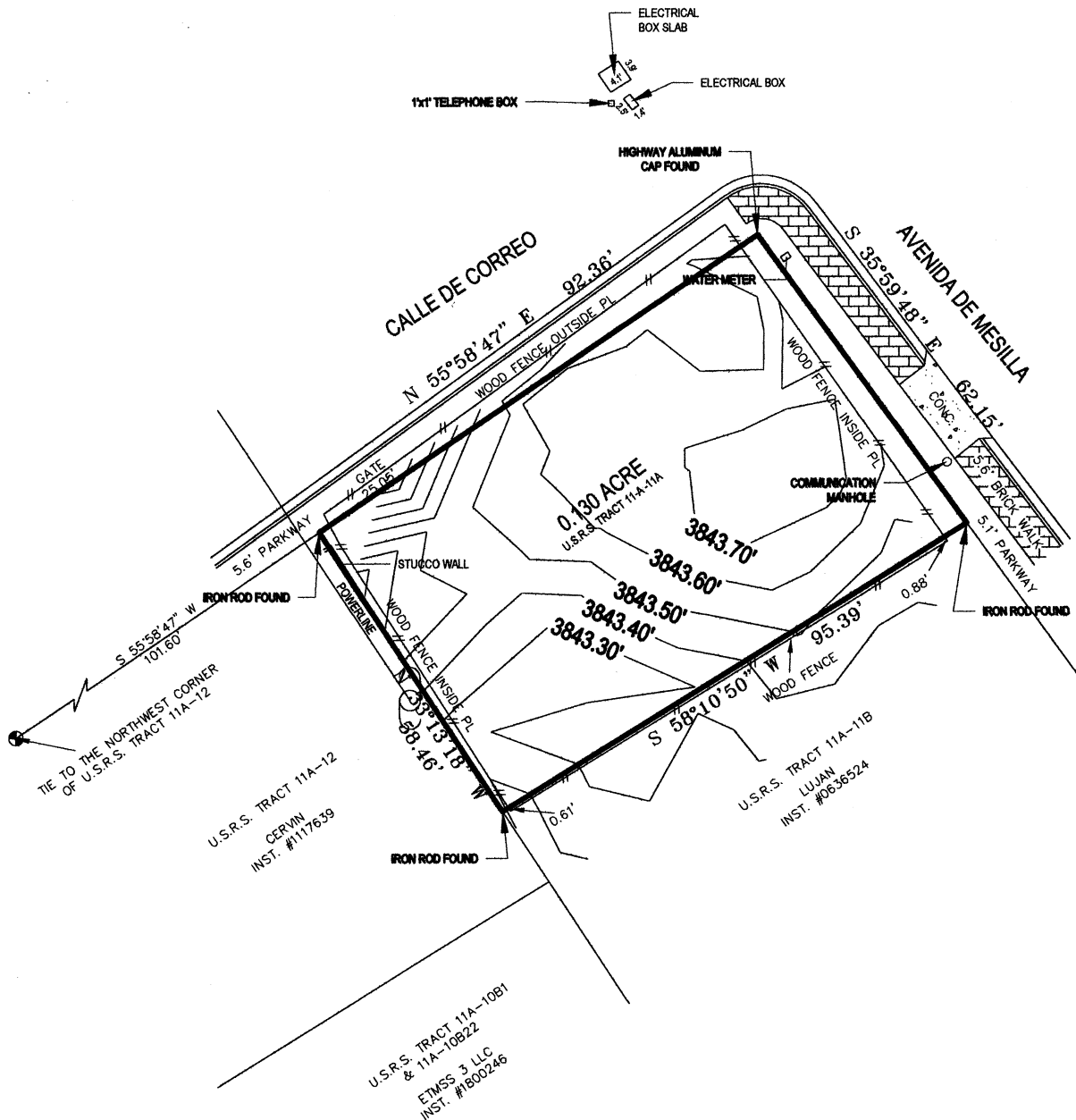
Subdivision:

Property Address: CALLE DE

CORREO

Acres: 0.23999082

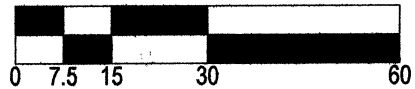




NOTES:  
 FLOOD ZONE "X"; AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN, AS PER MAP NO. 35013C10933 G, REVISED JULY 6, 2016.

FIELD NOTES BY MOY SURVEYING INC., LICENSE #18078.  
 ALL CORNERS SET ARE 1/2" IRON RODS WITH 1" PLASTIC CAPS STAMPED #18078. ALL IRON RODS OR MONUMENTS FOUND, TAGGED, STAMPED #18078. UNLESS OTHERWISE NOTED DEED BEARINGS AND DISTANCES AND FIELD BEARING AND DISTANCES ARE THE SAME.

SCALE: 1"=30'



PROPERTY OWNER: BLACK RAT TATTOO LLC  
 PROPERTY LOCATION: MESILLA  
 ACCOUNT NUMBER: 4006137296464  
 PARCEL NUMBER: R0400376



PLAT OF SURVEY SHOWING THE LOCATION OF IMPROVEMENTS ON A 0.130 ACRE TRACT IN SECTION 25, T.23S., R.1E., N.M.P.M. OF THE U.S.R.S. SURVEYS BEING U.S.R.S. TRACT 11A-12 TOWN OF MESILLA DONA ANA COUNTY NEW MEXICO

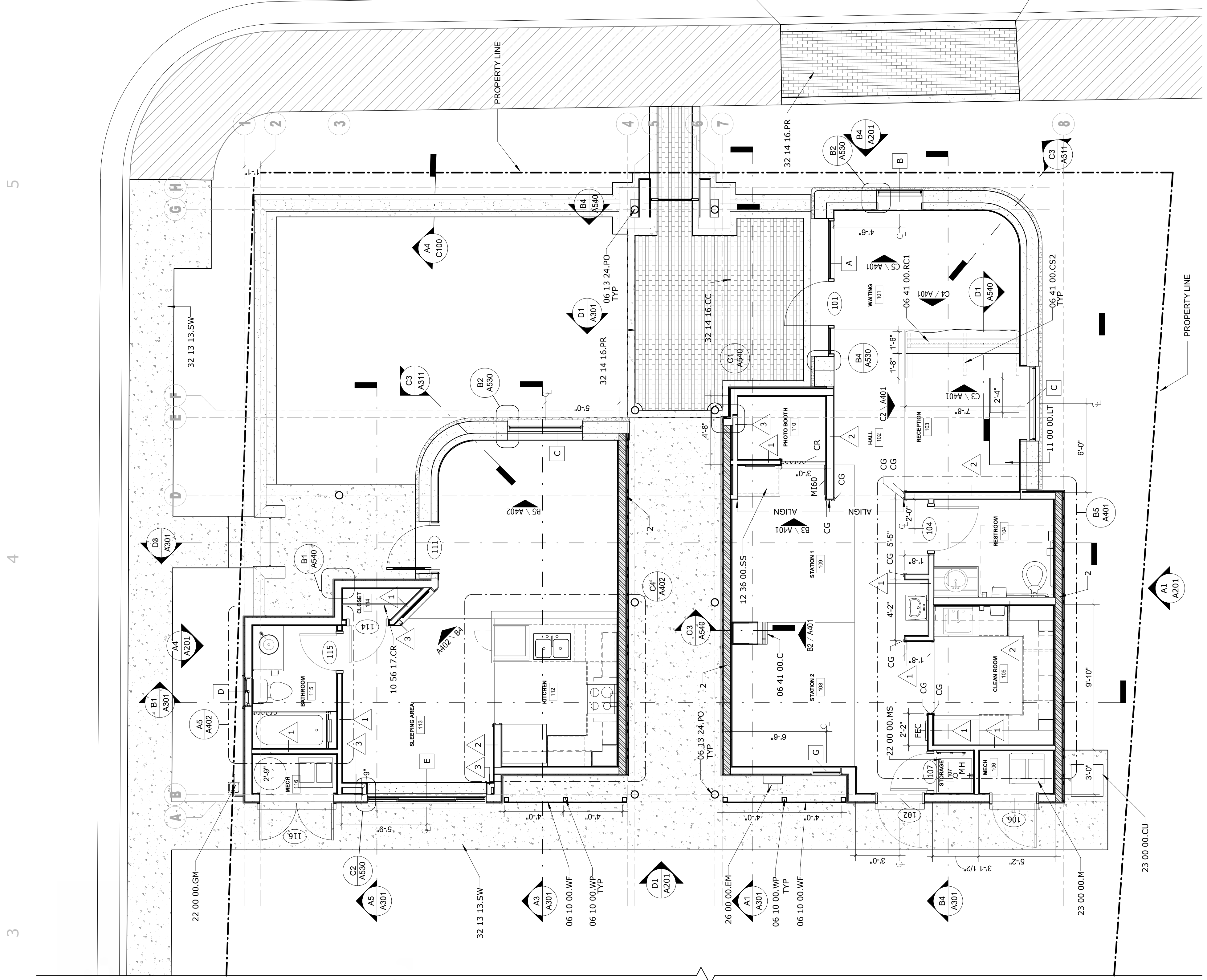
I, HENRY MAGALLANEZ, A NEW MEXICO PROFESSIONAL SURVEYOR, CERTIFY THAT I CONDUCTED THIS SURVEY AND/OR WAS DONE UNDER MY DIRECTION, AND THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

*Henry Magallanez 18078*  
 HENRY MAGALLANEZ 16 N.M.P.S. #18078

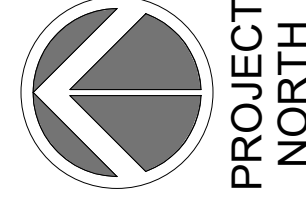


JOB NO: 19-0123  
 DRAWN BY: CHARLES T.  
 FIELD BY: KENNY/VIC/AARON  
 DATE: 03/25/19 SCALE: 1"=30'

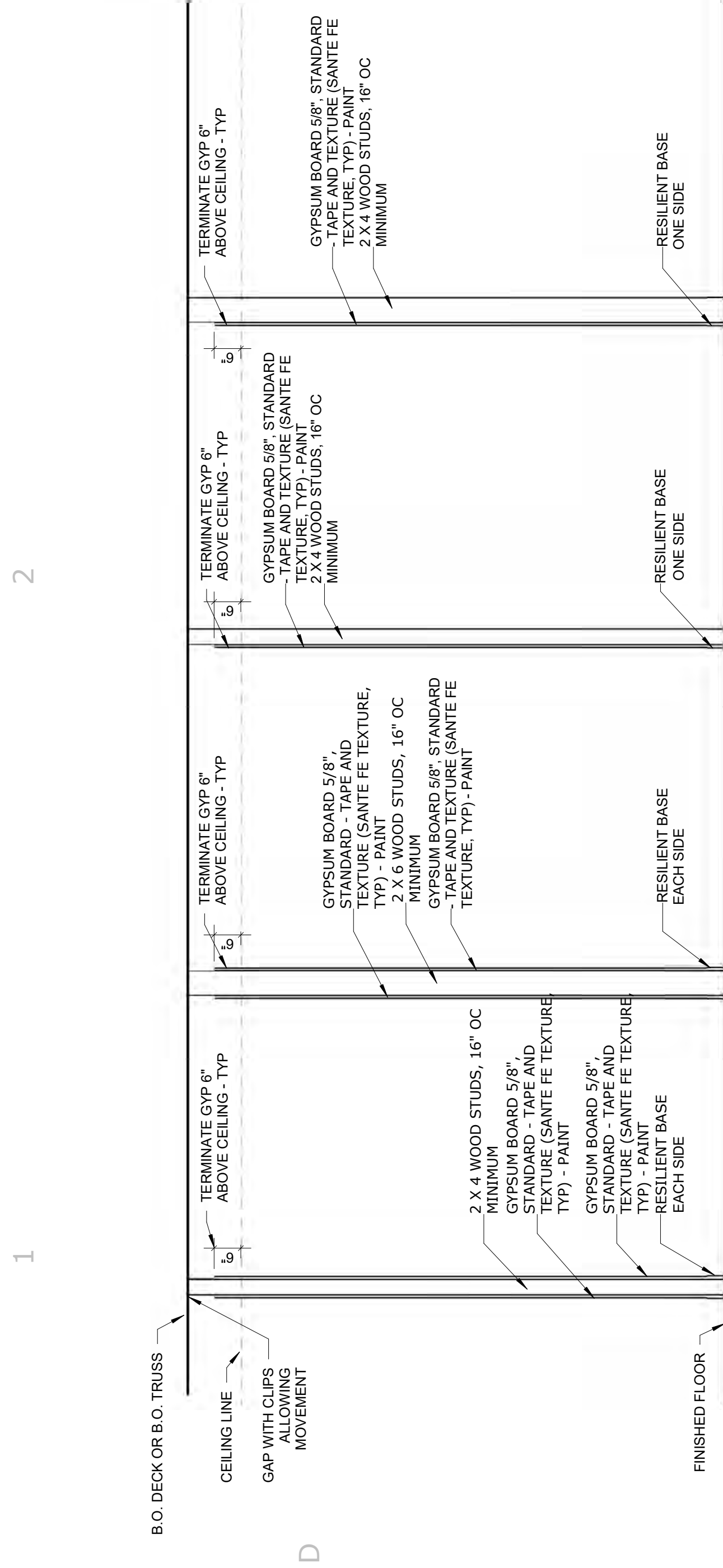




A3 FIRST FLOOR PLAN  
A101 1/4" = 1'-0"



PROJECT NORTH



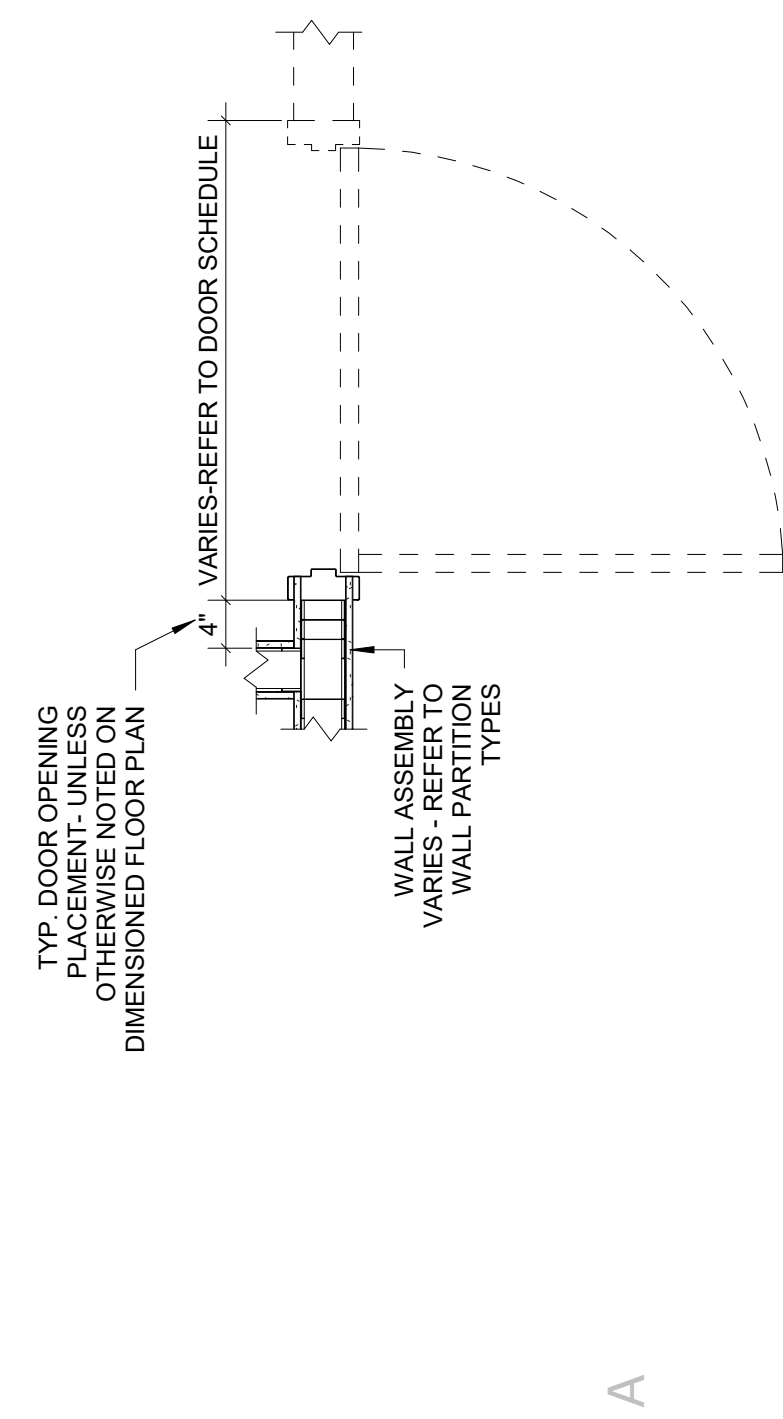
C1 WALL PARTITION TYPES  
A101 1/2" = 1'-0"

GENERAL NOTES

- A. PROVIDE FIRE RESISTANT WOOD BLOCKING BETWEEN STUDS AT ALL WALL MOUNTED EQUIPMENT, BOARDS, GRAB BARS, CASEWORK, ETC
- B. REFER TO PARTITION SHEET FOR GENERAL PARTITION NOTES
- C. REFER TO PARTITION SHEET FOR CEILING-MOUNTED EQUIPMENT, CEILING TRANSITIONS AND DETAIL INFORMATION
- D. REFER TO WINDOW TYPE LEGEND FOR WINDOW SIZES
- E. REFER TO PLUMBING SHEETS FOR SINK LOCATIONS AND SCHEDULED EQUIPMENT
- F. SEAL ALL PENETRATIONS AT EXTERIOR WALLS THROUGH RIGID CONTINUOUS GYPSUM BOARD
- G. ALL DIMENSIONS ARE TO FACE OF STUD OR MASONRY. COLUMNS ARE TO CENTERLINE OF COLUMN WINDOW AND DOOR DIMENSIONS ARE TO CENTERLINE OF OPENING IN STUD WALLS. REFER TO A2/A101 FOR TYP. DOOR OPENING PLACEMENT
- H. PENETRATIONS THROUGH FIRE RATED WALLS WITH FIRE STOPPING MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS
- I. NOTE: FINISH MATERIALS SHOWN ARE BASIS OF DESIGN - SUBSTITUTIONS PERMITTED AS APPROVED BY OWNER
- J. REFER TO DETAIL A1/A101 FOR TYPICAL DOOR PLACEMENT U.N.O.

KEYNOTE LEGEND

06-10-00-WF	2-HOUR FIRE WALL - REFER TO WALL SECTIONS
06-10-00-WP	PRESSURE TREATED WOOD 4X4 WOOD POST - PAINT
06-13-24-PO	WOOD STUD FRAMING @ 16" O.C. W/STANDARD GYP - ONE SIDE
06-41-00-RC1	RECEPTION CASEWORK, REFER TO DETAIL D1/A540
09-00-00-SB	RESILIENT BASE
09-21	GYPSUM BOARD 5/8" - STANDARD - TAPE AND TEXTURE (SANTIE FE TEXTURE, TYP) - PAINT
09-21-16-W54	2 X 4 WOOD STUDS, 16" OC MINIMUM
09-21-16-W56	2 X 6 WOOD STUDS, 16" OC MINIMUM
10-56-17-CR	CLOSET ROD
11-00-00-LT	LIGHT TABLE - NIC
12-36-00-SS	1/2" SOLID SURFACE COUNTERTOP OVER 3/4" MDF UNDERLAYMENT - BASIS OF DESIGN - SUBSTITUTIONS PERMITTED AS APPROVED BY OWNER
22-00-00-GM	GAS METER - REFER TO PLUMBING
23-00-00-CU	MOP SINK - REFER TO PLUMBING
23-00-00-M	MECHANICAL UNIT - REFER TO MECHANICAL - PROVIDE 4" THICK CONCRETE FOR FOOTING
26-00-00-EM	ELECTRICAL METER - REFER TO ELECTRICAL
32-13-13-SW	CAST-IN-PLACE CONCRETE SIDEWALK - 4" THICK - REFER TO DETAIL C1/C100
32-14-16-PR	BRICK PAVERS WITH HANDTIGHT SAND-SWEPT JOINTS, PEDESTRIAN RATED 1.75" THICK - MATCH EXISTING BRICK PAVERS



A1 TYP DOOR PLACEMENT DETAIL  
A101 3/4" = 1'-0"

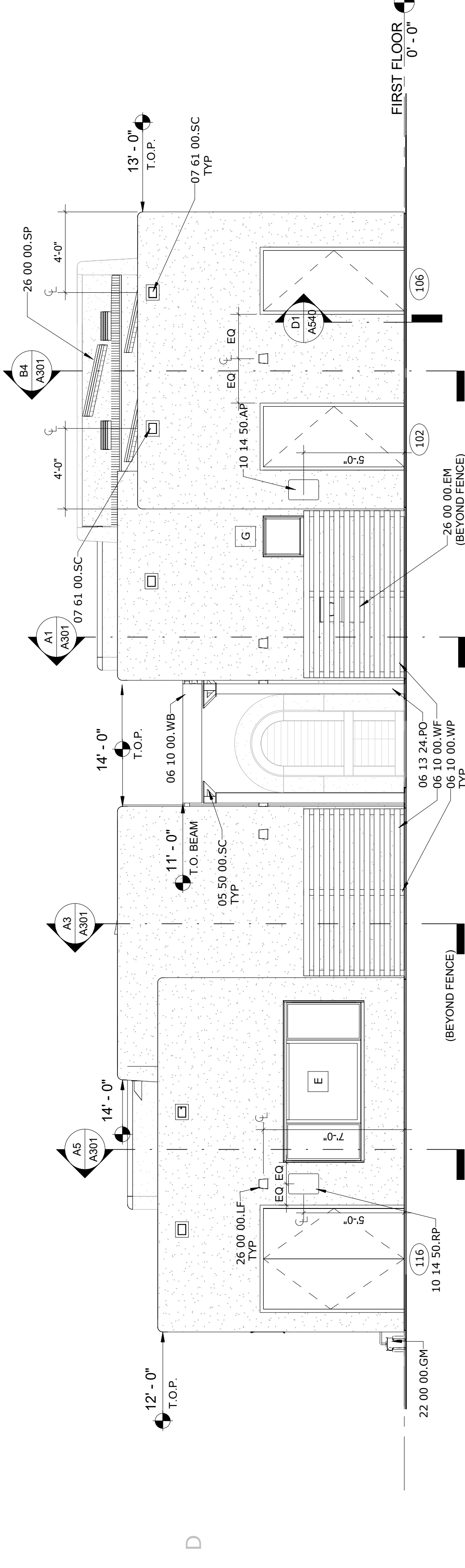
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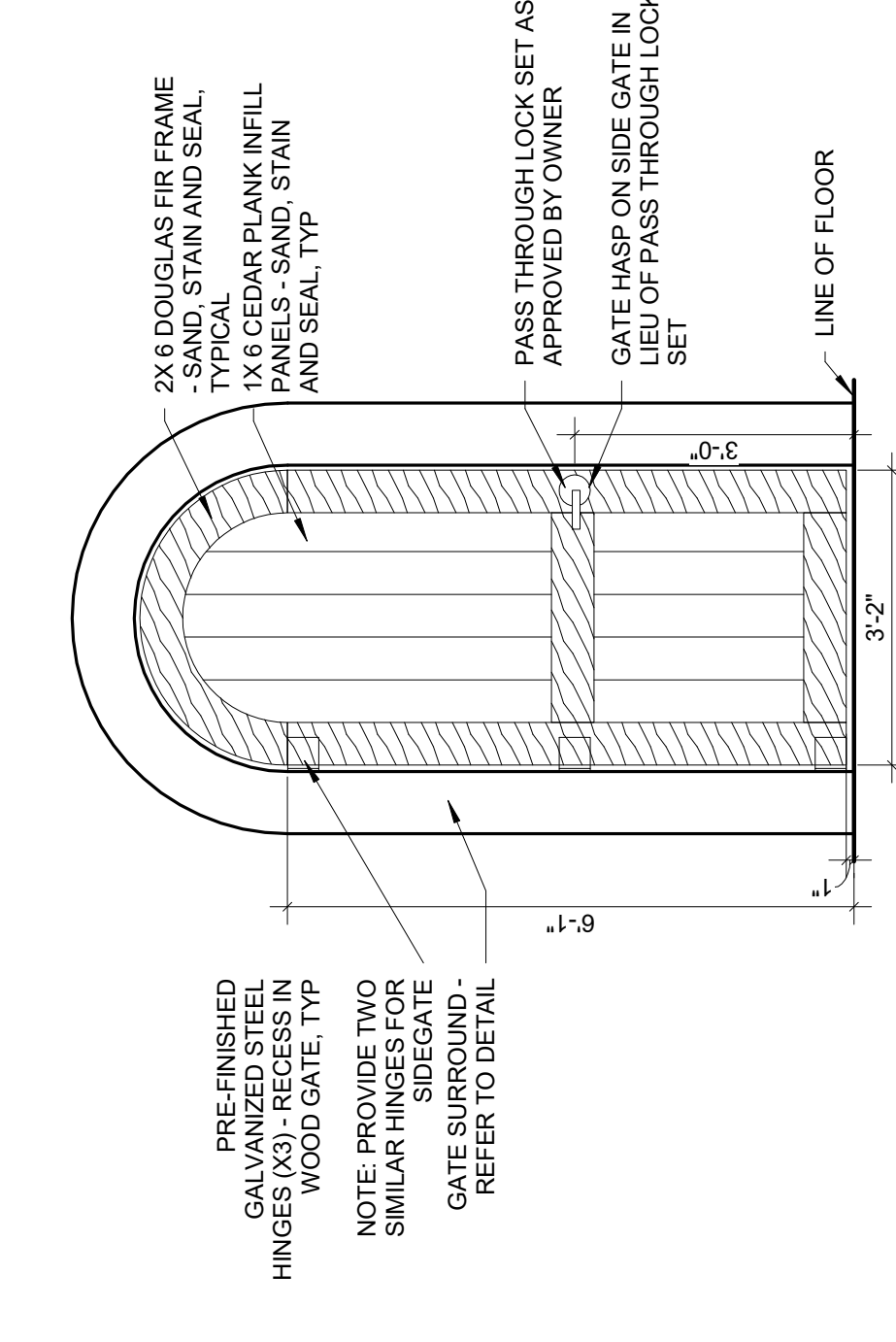
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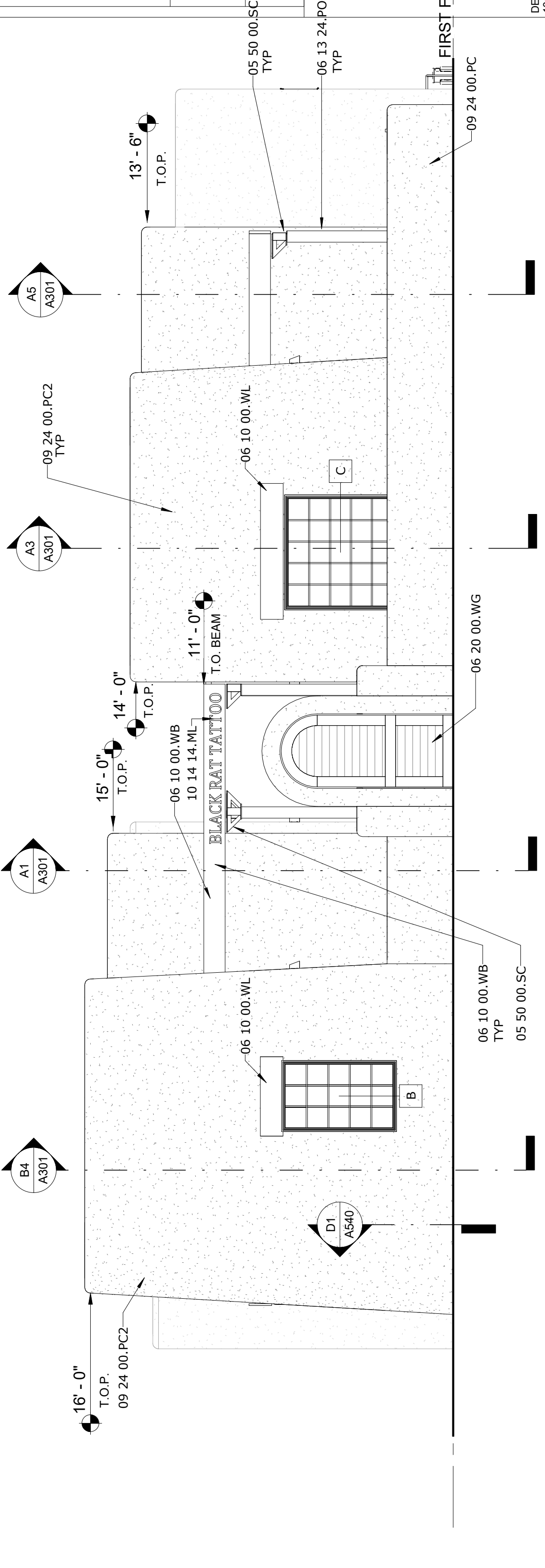
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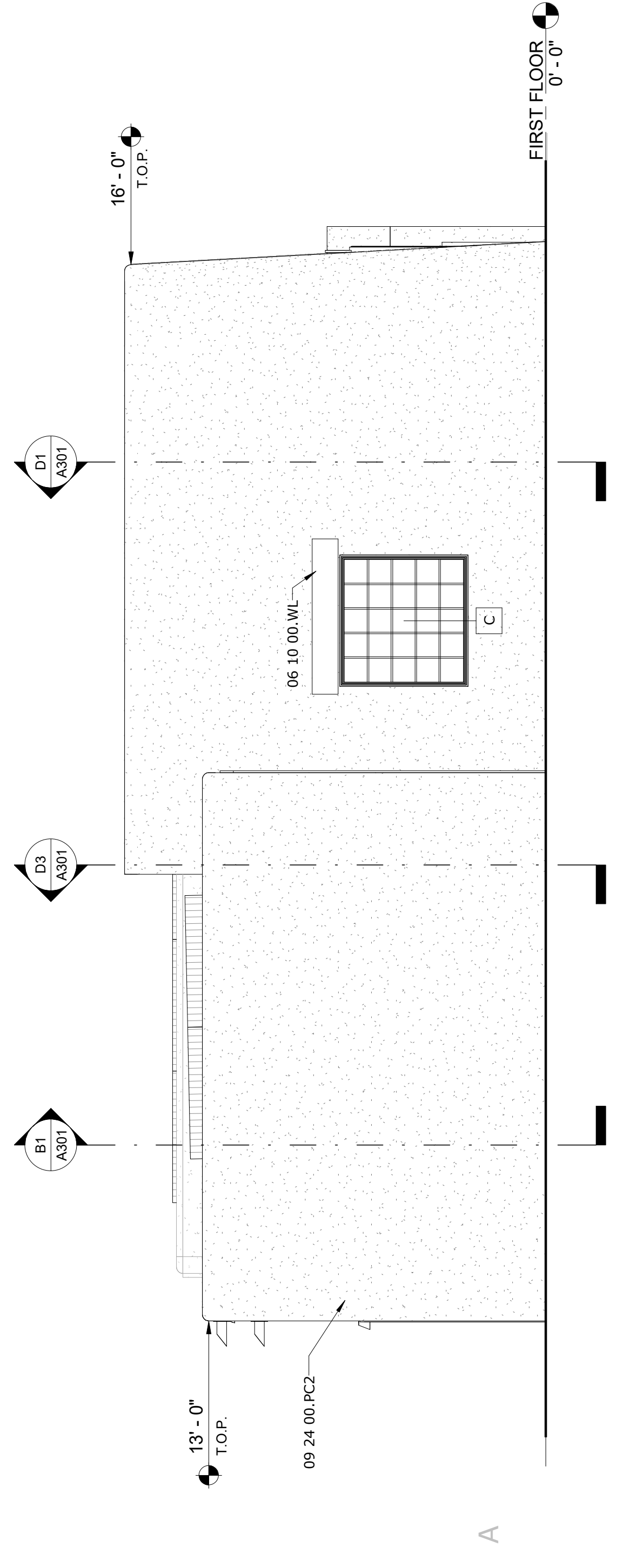
**D1** WEST ELEVATION  
A201 1/4" = 1'-0"



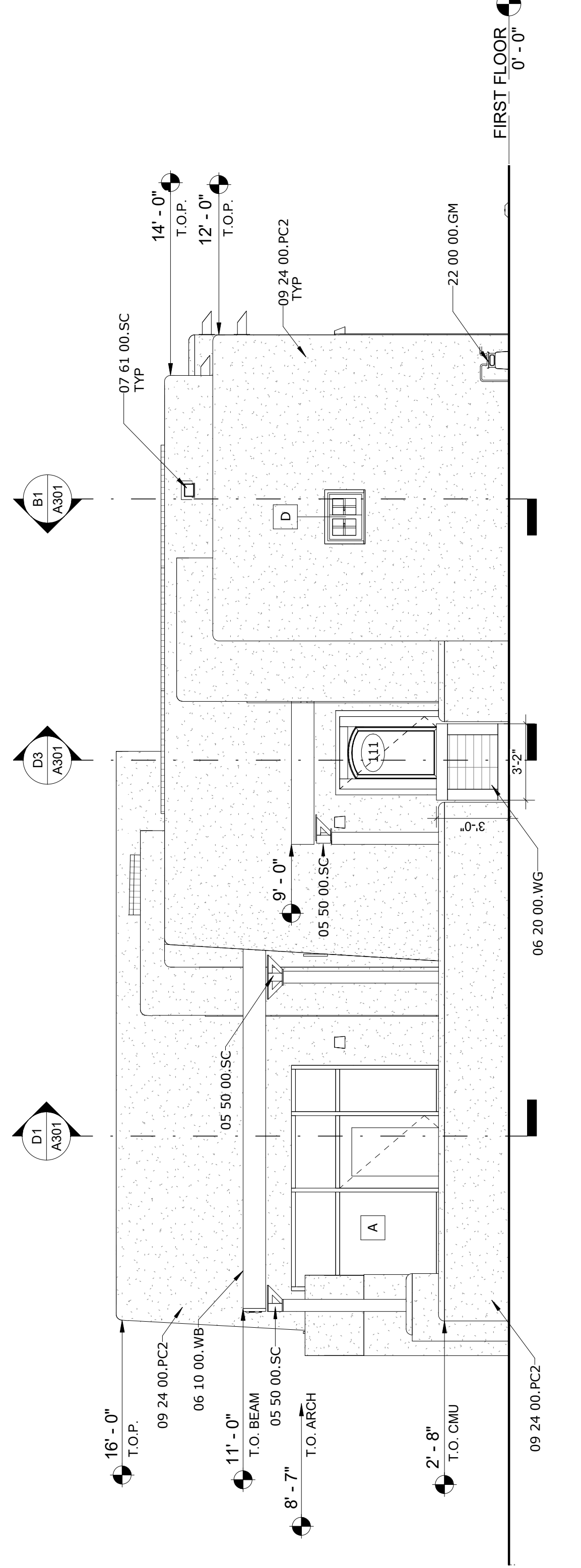
**B2** WOOD GATE DETAIL  
A201 1/2" = 1'-0"



**B4** EAST ELEVATION  
A201 1/4" = 1'-0"



**A1** SOUTH ELEVATION  
A201 1/4" = 1'-0"



**A4** NORTH ELEVATION  
A201 1/4" = 1'-0"

**GENERAL NOTES**

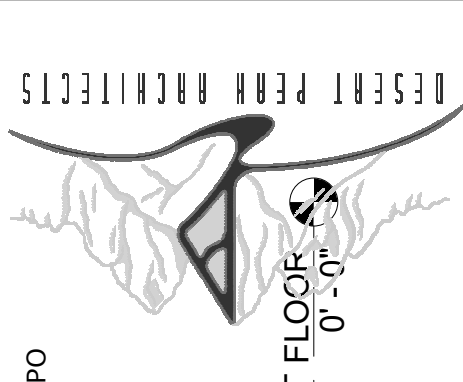
- A. REFER TO WINDOW TYPE LEGEND FOR WINDOW SIZES.
- B. SEAL ALL PENETRATIONS AT EXTERIOR WALLS THROUGH RIGID CONTINUOUS INSULATION WITH MEDIUM DENSITY FOAM INSULATION.
- C. SEAL ALL PENETRATIONS THROUGH FIRE RATED WALLS WITH FIRE RATED PENETRATIONS TO EXTERIOR FINISHES OF THE WALLS.
- D. REFER TO ELECTRICAL FOR EXTERIOR LIGHT FIXTURES.

**KEYNOTE LEGEND**

- 05 50 00.SC STEEL CORBEL - REFER TO DETAILS CJ/S104 AND C2/S104- PRIME AND PAINT
- 06 10 00.WB 2" X 12" WOOD BEAM - DOUGLAS FIR - SAND WITH 100 GRIT SANDPAPER - STAIN AND SEAL
- 06 10 00.WF PRESSURE TREATED 1X4 FENCE PLANK - REMOVABLE FROM POSTS - PAINT
- 06 10 00.WL EXPOSED WOOD FAUX LINTEL - CEDAR - STAIN AND SEAL
- 06 10 00.WP PRESSURE TREATED WOOD 4X4 WOOD POST - PAINT
- 06 13 24.PO 10 14 50.RP - STAIN AND SEAL - SUBSTITUTIONS PERMITTED AS APPROVED BY OWNER
- 06 20 00.WG WOOD GATE - REFER TO DETAIL B2/A201 - STAIN AND SEAL
- 07 61 00.SC BREAK METAL SCRAPPER - 24 GA GALVANIZED STEEL - REFER TO DETAIL C2/A510 - PAINT WHITE
- 09 24 00.PC TRADITIONAL STUCCO - PORTLAND CEMENT AND LIME BASED, THREE-COAT - NO SYNTHETIC STUCCO / ELASTOMERIC FINISHES PERMITTED - FINISH COAT COLOR - WHITE TO MATCH BUILDING FINISH
- 09 24 00.PC COAT WHITE PLASTER AND CEMENT PLASTER, THREE-COAT, 3/4" - FINISH COAT COLOR - WHITE
- 10 14 14.ML METAL LETTERS - REFER TO SPECS
- 10 14 50.AP ACCESSIBLE PARKING SIGN TO READ "HANDICAPPED PARKING - VAN ACCESSIBLE", WALL MOUNTED - PROVIDE IN-WALL BLOCKING.
- 10 14 50.RP RESERVED PARKING SIGN TO READ "RESERVED - TENANTS ONLY".
- 22 00 00.GM GAS METER - REFER TO PLUMBING
- 26 00 00.EM ELECTRICAL METER - REFER TO ELECTRICAL
- 26 00 00.LF LIGHT FIXTURE - REFER TO ELECTRICAL
- 26 00 00.SP SOLAR PANELS, TYP. N.I.C. - BY OWNER AT A LATER DATE

BLACK RAT TATTOO  
MESILLA

Mark	Date	Issue	Description
	19 04 19	95% CONSTRUCTION DOCUMENTS	



DESERT PEAK ARCHITECTS P.C.  
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PROJECT NO.  
480-01

SHEET TITLE  
EXTERIOR ELEVATIONS

SHEET NO.

**A201**





1

2

3

4

5

EQUIPMENT SCHEDULE		
TYPE	NAME	Comments
CG	CORNER GUARD	
CR	CURTAIN ROD	
FEC	SEMI-RECESSED FIRE EXTINGUISHER CABINET AND FIRE EXTINGUISHER	
GB18	18" Vertical Grab Bar	
GB36	36" GRAB BAR	
GB42	42" GRAB BAR	
MH	MOP AND BROOM HOLDER	
MI	24" X 48" MIRROR	
MI60	FULL HEIGHT MIRROR	OWNER PROVIDED, OWNER INSTALLED
PD	PAPER TOWEL DISPENSER	OWNER PROVIDED, OWNER INSTALLED
RH	ROBE HOOK	
SD	SOAP DISPENSER	
SN	SANITARY NAPKIN RECEPTACLE	
TP	TOILET PAPER DISPENSER	
TS	TOWEL SHELF	PROVIDE IN-WALL BLOCKING

### GENERAL NOTES

- ALL FINISH MATERIALS AND PATTERNS SHOWN ARE BASIS OF DESIGN. MATERIALS AND PATTERNS - SUBSTITUTIONS PERMITTED AS APPROVED BY OWNER.
- ALL DIMENSIONS ARE TO FACE OF STUD U.N.O.
- REFERENCE SHEET G003 FOR MOUNTING HEIGHTS
- ALL WALL HUNG ACCESSORIES, BRACKETS AND WALL HUNG FIXTURES AND WALL HUNG ACCESSORIES
- PROVIDE CERAMIC TILE IN ALL RESTROOMS FROM FINISHED FLOOR TO 4" AFF U.N.O. ON ALL WALLS. PROVIDE TILE BACKER UNDER ALL TILED WALL SURFACES. PROVIDE MOISTURE RESISTANT GYPSUM WALL ABOVE ALL TILED WALL SURFACES.
- PROVIDE SIMILAR TILE PATTERNS ON RESTROOM WALLS IF ELEVATION IS NOT GIVEN
- PROVIDE 4" CORNER GUARDS AT ALL OUTSIDE GYPSUM BOARD CORNERS
- PROVIDE ROOM IDENTIFICATION SIGN IN COMMERCIAL PORTION (W/ INTERIOR LIGHTING) TO BE IDENTIFIED BY ROOM NUMBER AND ROOM NAME. NUMBER AND ROOM NAME TO BE IDENTIFIED BY ROOM NUMBER AND ROOM NAME. MOUNT LAVATORY MIRRORS DIRECTLY ABOVE LAVATORY OR COUNTER.
- REFER TO A546 FOR TYPICAL CABINET DETAILS FOR CONSTRUCTION.

### KEYNOTE LEGEND

06 41 00.C	PLASTIC LAMINATE CASEWORK
06 41 00.CMDP	PLASTIC LAMINATE OVER 3/4" MDF UNDERLAYMENT
06 41 00.CSU	PLASTIC LAMINATE OVER 3/4" MDF UNDERLAYMENT - OPEN CORNER
06 41 00.PBC	PLASTIC LAMINATE FACED BASE CABINET W/ 3/4" MDF UNDERLAYMENT
06 41 00.PF	PLASTIC LAMINATE FACED FILLER W/ 3/4" MDF UNDERLAYMENT. EXTEND FROM T.O. UPPER CABINETS TO B.O. CEILING
06 41 00.PVC	PLASTIC LAMINATE FACED UPPER CABINET W/ 3/4" MDF UNDERLAYMENT
09 00 00.SB	RESILIENT BASE
09 21 16.FR58	GYPSUM BOARD 5/8", FIRECODE C, TAPE AND TEXTURE - PAINT.
09 21	GYPSUM BOARD 5/8", STANDARD - TAPE AND TEXTURE (SAMTE FE TEXTURE, TYP) - PAINT
16.GB58	GYPSUM BOARD, 5/8", MOISTURE RESISTANT - TAPE, TEXTURE AND PAINT
16.MR58	ANNODIZED CLEAR ALUMINUM BULL-NOSED TRANSITION STRIP
09 30 00.BTS	3" X 12" SEMI-GLOSS GLAZED CERAMIC WALL TILE, FIELD COLOR #1
09 30 00.CT-1	3" X 12" SEMI-GLOSS GLAZED CERAMIC WALL TILE, ACCENT COLOR #1
09 30 00.CT-2	6" X 12" SEMI-GLOSS GLAZED CERAMIC WALL TILE, FIELD COLOR
09 30 00.CTB1	REFRIGERATOR, NTC
11 00 00.R	TELEVISION - N.T.C. - CONTRACTOR TO PROVIDE IN-WALL BLOCKING
11 00 00.TV	TELEVISION - N.T.C. - CONTRACTOR TO PROVIDE IN-WALL BLOCKING
11 00 00.WM	COMBINATION WASHING MACHINE - NTC - REFER TO PLUMBING
11 31 00.R2	GAS RANGE - PROVIDED & INSTALLED BY CONTRACTOR - REFER TO MECHANICAL
11 31 00.RH	RANGE HOOD - REFER TO MECHANICAL
12 36 00.BB	BUTCHER BLOCK COUNTERTOP - SAND, STAIN AND SEAL - BASIS OF DESIGN - MATERIAL TO BE SELECTED BY OWNER
12 36 00.S5	1/2" SOLID SURFACE COUNTERTOP OVER 3/4" MDF UNDERLAYMENT - BASIS OF DESIGN - SUBSTITUTIONS PERMITTED AS APPROVED BY OWNER
22 00 00.PF	PLUMBING FIXTURE - REFER TO PLUMBING
22 00 00.SK	SINK - PROVIDE ADA PIPE GUARD AT ALL EXPOSED PIPING. REFER TO PLUMBING
26 00 00.CF	CEILING FAN - REFER TO ELECTRICAL
26 00 00.LF	LIGHT FIXTURE - REFER TO ELECTRICAL

BLACK RAT TATTOO

MESILLA

95% CONSTRUCTION DOCUMENTS

19 04 19

ISSUE: Mark

Date

Description



DESERT PEAK ARCHITECTS P.C.  
1000 MAIN STREET  
LAS CRUCES  
NEW MEXICO 88005  
P. 575.528.0022

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PROJECT NO. 480-01

SHEET TITLE ENLARGED FLOOR PLANS & INTERIOR ELEVATIONS

SHEET NO.

A402

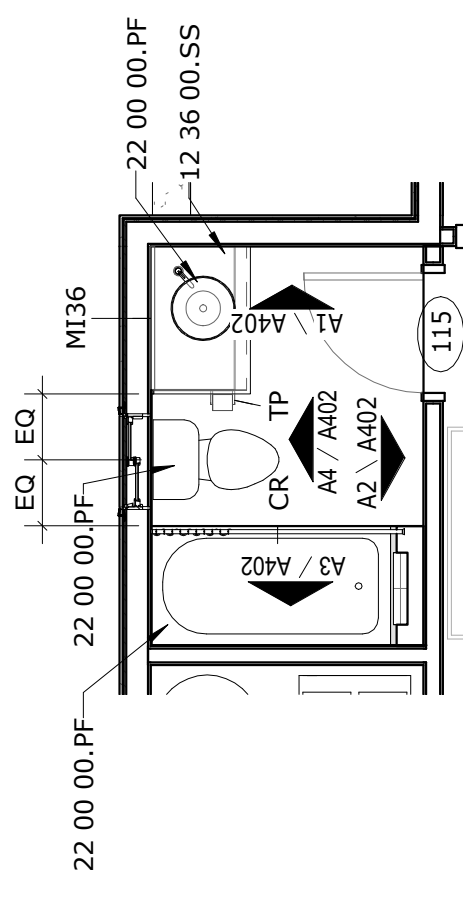
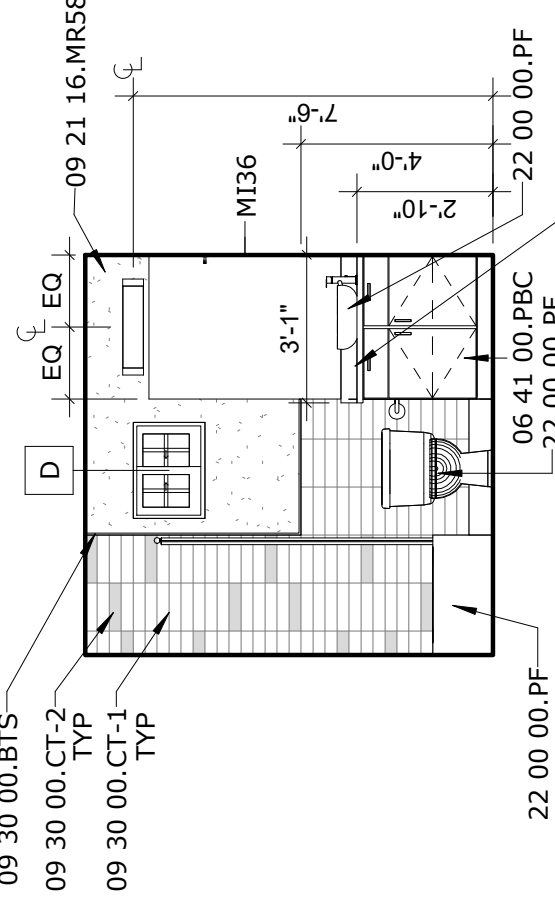
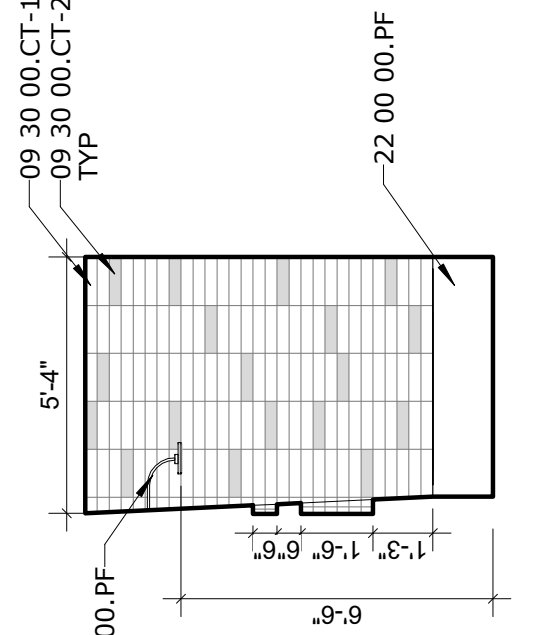
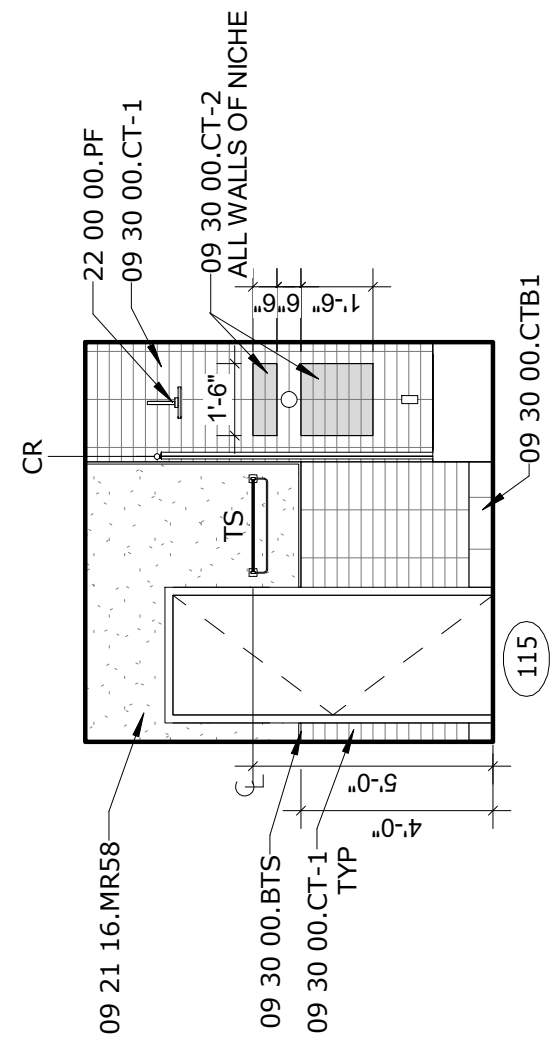
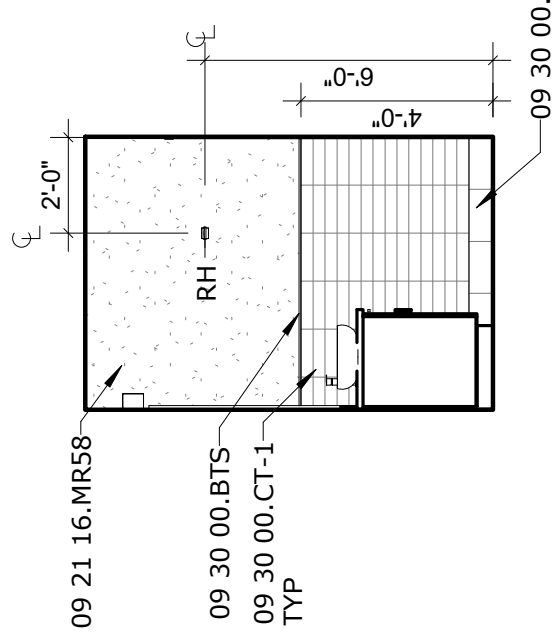
A1 RESTROOM 115 LOOKING EAST 1/4" = 1'-0"

A2 BATHROOM 115 LOOKING SOUTH 1/4" = 1'-0"

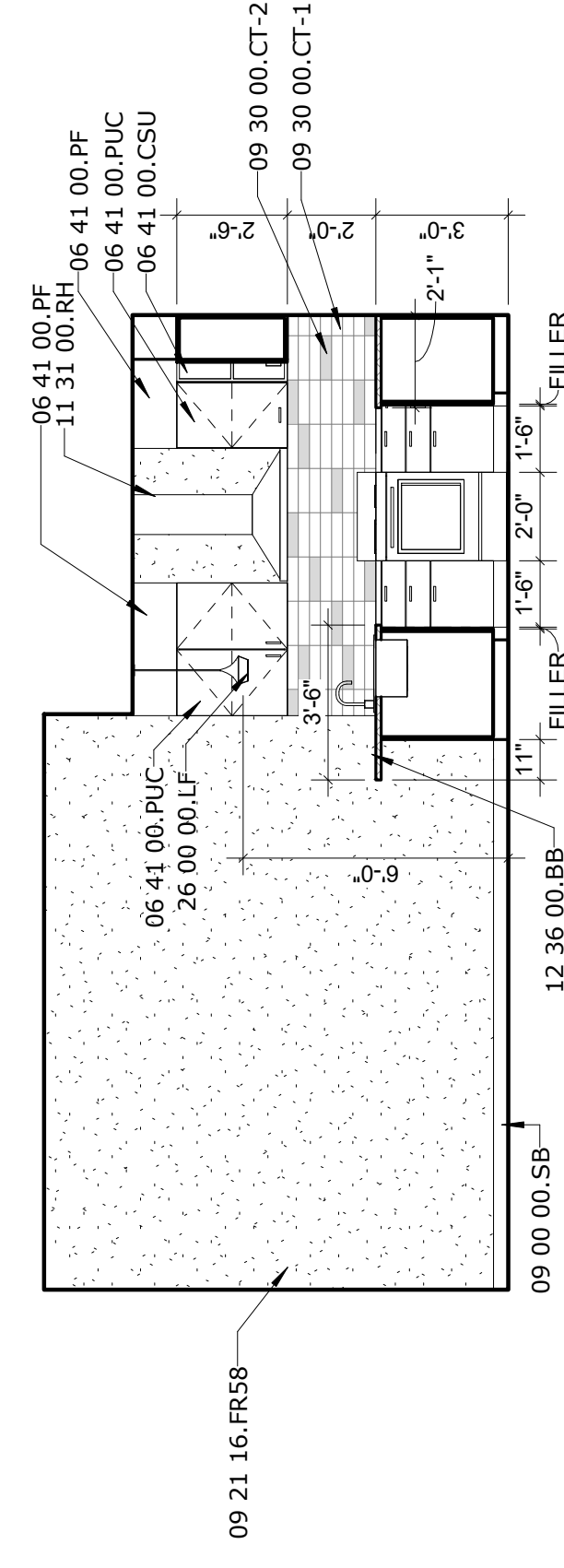
A3 BATHROOM 115 LOOKING WEST 1/4" = 1'-0"

A4 BATHROOM 115 LOOKING NORTH 1/4" = 1'-0"

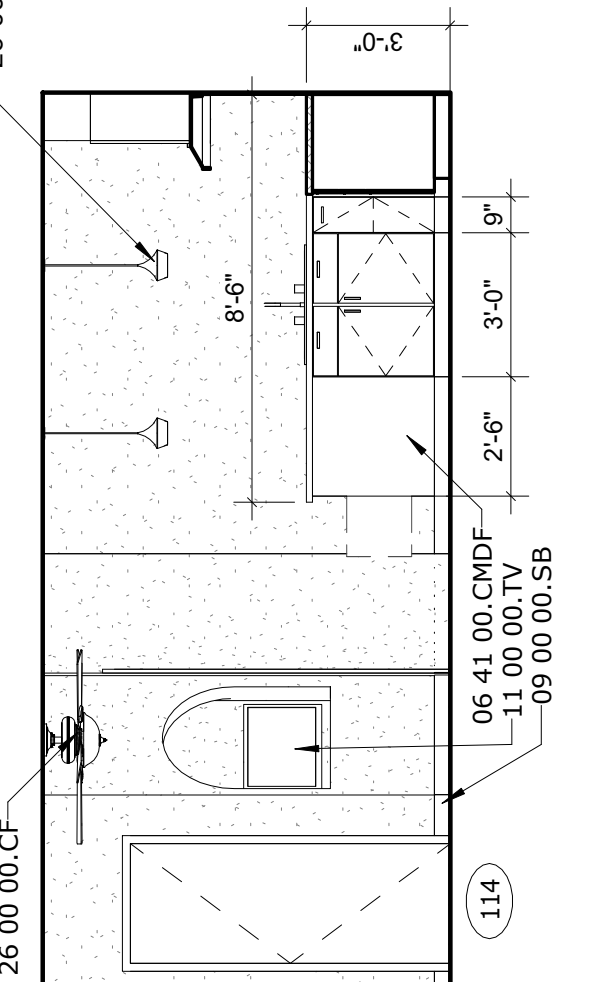
A5 ENLARGED FLOOR PLAN - BATHROOM 115 1/4" = 1'-0"



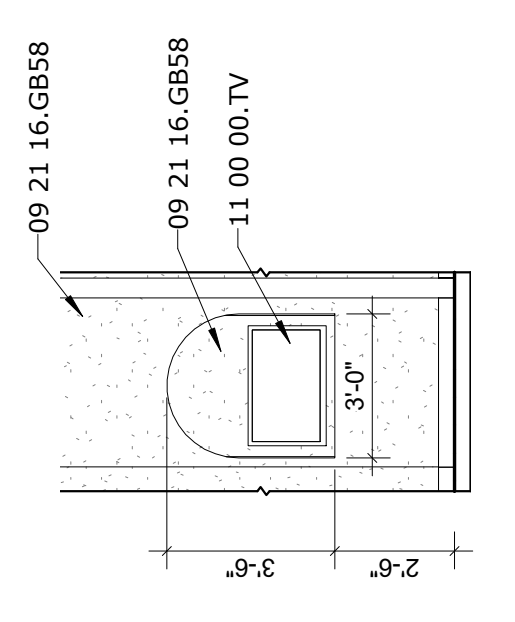
B2 KITCHEN LOOKING SOUTH 1/4" = 1'-0"



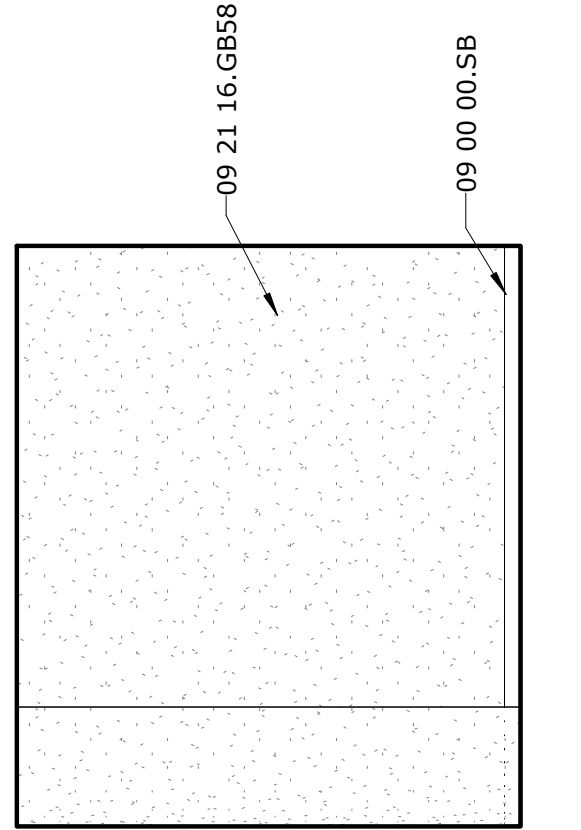
B3 KITCHEN LOOKING EAST 1/4" = 1'-0"



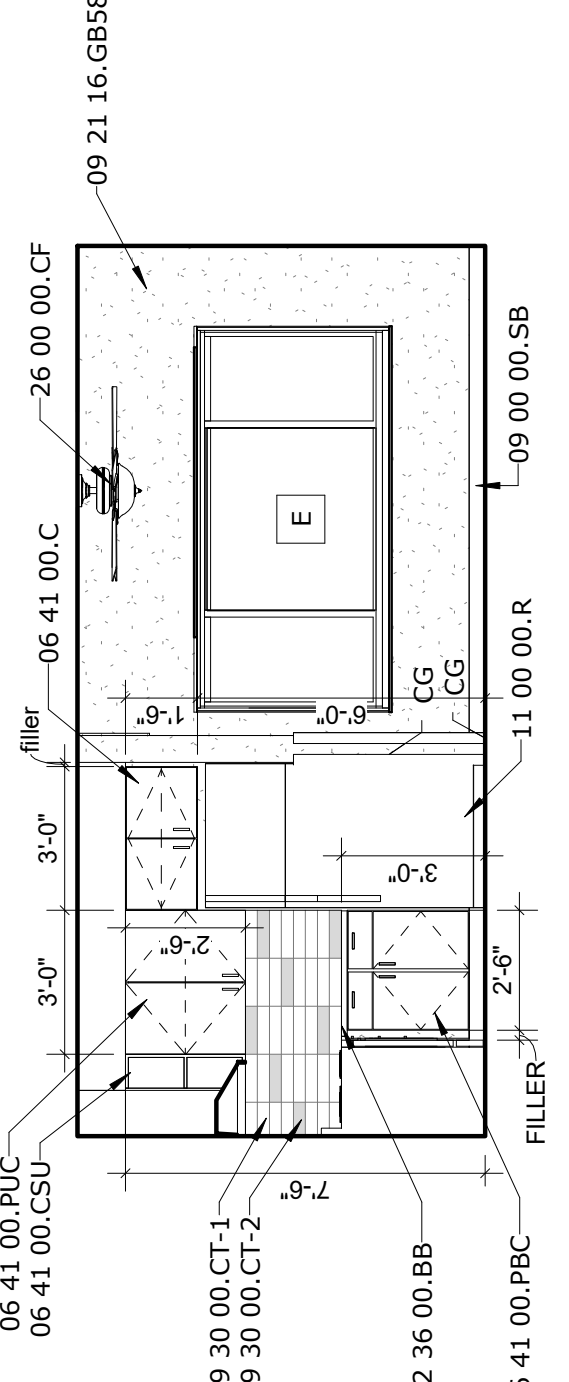
B4 TELEVISION NICHE 1/4" = 1'-0"



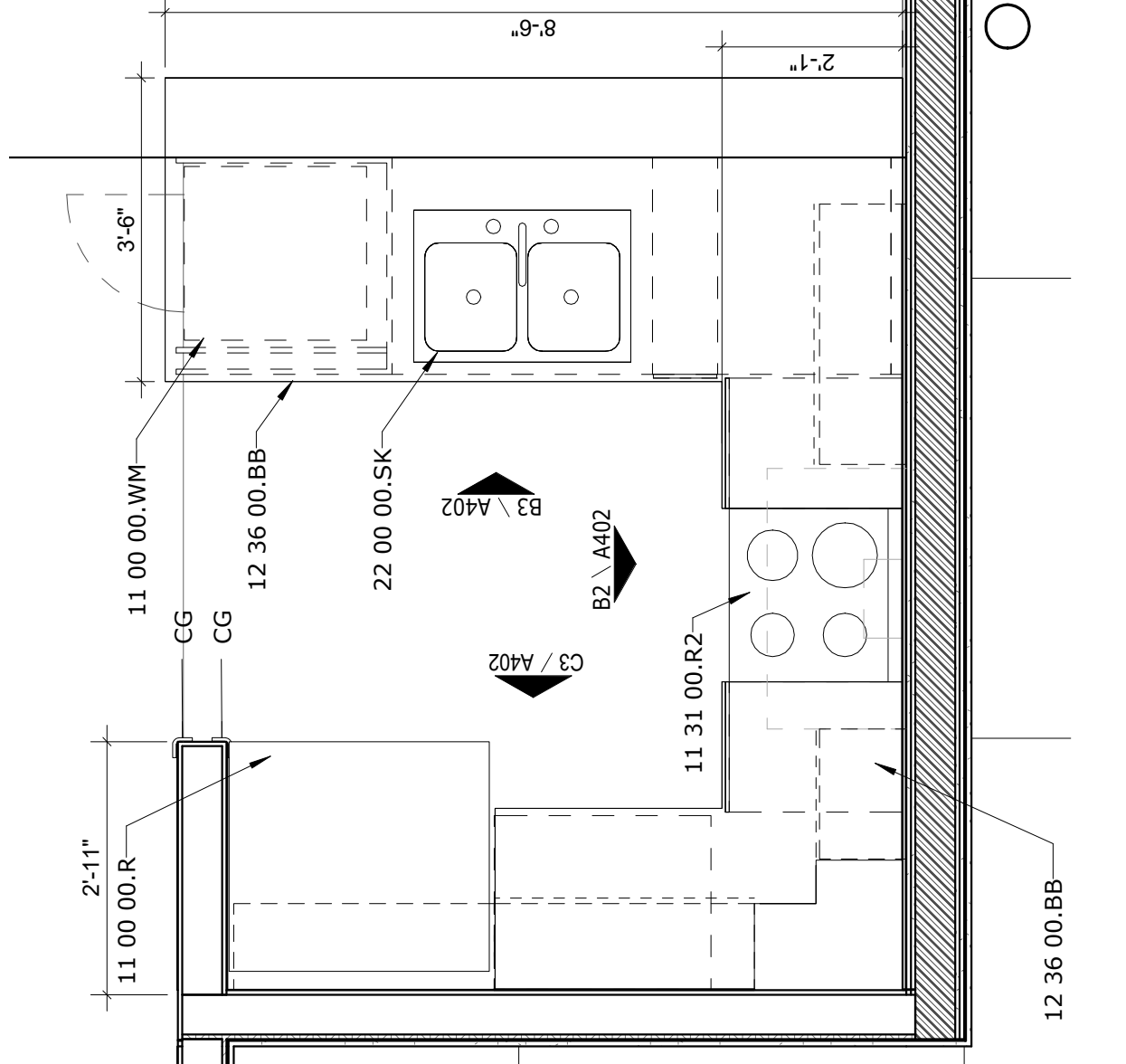
B5 LIVING AREA LOOKING EAST 1/4" = 1'-0"



C3 KITCHEN LOOKING WEST 1/4" = 1'-0"



C4 ENLARGED FLOOR PLAN - KITCHEN 1/2" = 1'-0"





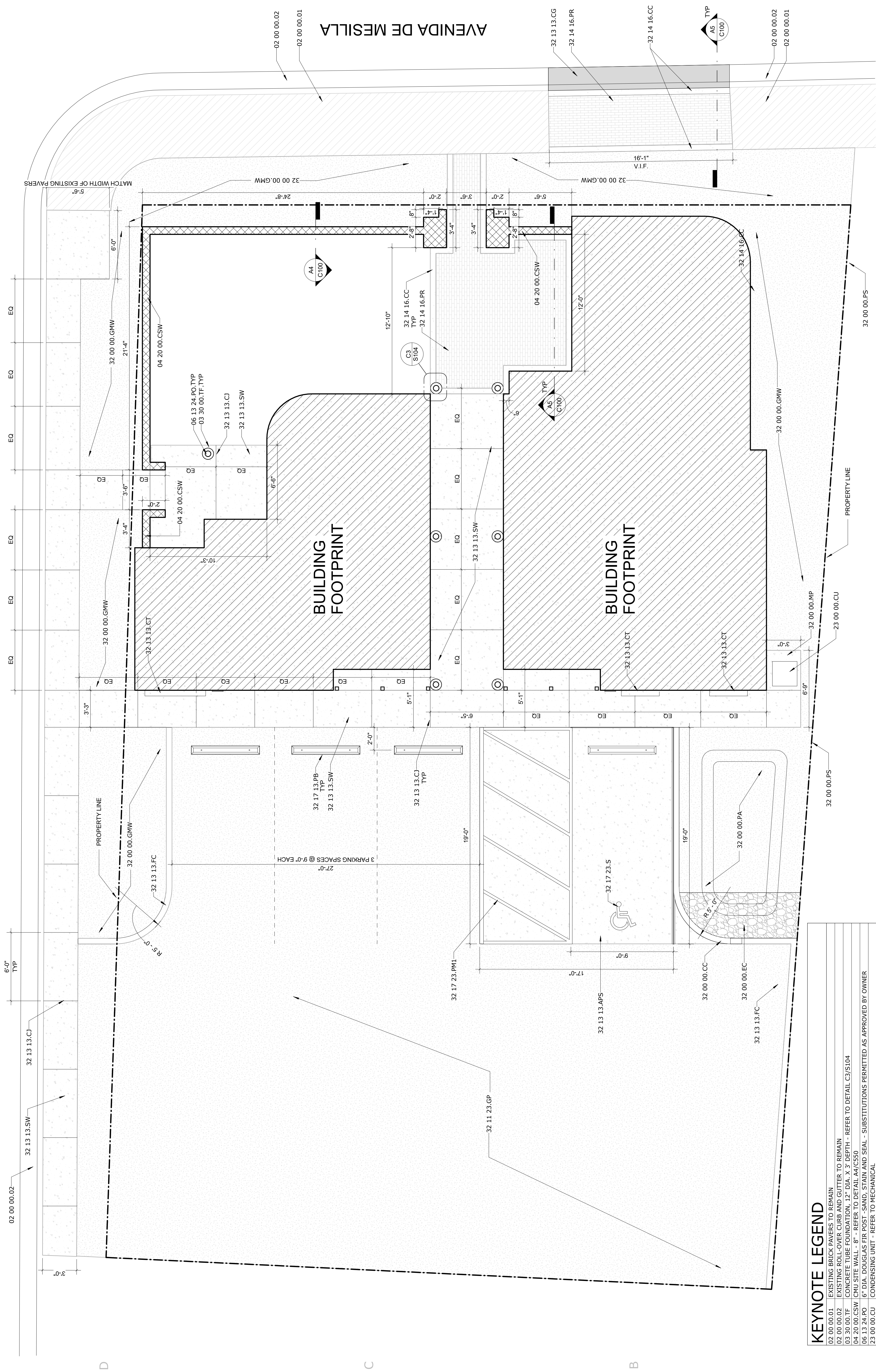
CALLE DE CORREO

5

4

2

1



BLACK RAT TATTOO  
MESILLA

Mark	Date	Description
ISSUE:	19 04 19	95% CONSTRUCTION DOCUMENTS



DESERT PEAK ARCHITECTS P.C.  
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NEW MEXICO 88005  
P. 575.528.0022

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SHEET TITLE	PROJECT NO.
SITE PLAN	480-01
SHEET NO.	C200

**KEYNOTE LEGEND**

02 00 00.01	EXISTING BRICK PAVERS TO REMAIN
02 00 00.02	EXISTING ROLL-OVER CURB AND GUTTER TO REMAIN
03 30 00.01	CONCRETE TUBE FOUNDATION, 12" DIA. X 3' DEPTH - REFER TO DETAIL C3/S104
04 20 00.CSW	CHU SITE WALL - 8" - REFER TO DETAIL A4/C550
06 13 24.PO	6" DIA. DOUGLAS FIR POST - SAND, STAIN AND SEAL - SUBSTITUTIONS PERMITTED AS APPROVED BY OWNER
23 00 00.CU	CONDENSING UNIT - REFER TO MECHANICAL
32 00 00.EC	INSTALL 12" WIDE CURB CUT IN CURB. REFER TO DETAIL D1/C550
32 00 00.EW	INSTALL RIP-RAP EROSION CONTROL. REFER TO DETAIL D1/C550
32 00 00.GMW	1" WHITE GRAVEL MULCH, LOCALLY AVAILABLE - 2" DEPTH OVER COMMERCIAL GRADE WEED CONTROL FABRIC
32 00 00.MP	CAST-IN-PLACE CONCRETE PAD FOR MECHANICAL UNITS, 4" THICK
32 00 00.PA	BUILD STORMWATER RETENTION AREA WITH 4:1 MAX. SIDE WALL SLOPE
32 00 00.PS	PRE-FINISHED 1/8" X 3" STEEL PLATE GRAVEL STOP ALONG PROPERTY LINE - PRIME AND PAINT
32 11 23.GP	GRAVEL PARKING LOT - REFER TO DETAIL C3/C550
32 13 13.APS	6" CAST-IN-PLACE CONCRETE ADA PARKING SPACE, 4,000 PSI - REFER TO DETAIL A3/C550
32 13 13.CC	CONCRETE CONTROL JOINT - REFERENCE PLAN FOR SPACING
32 13 13.CI	6" CAST-IN-PLACE CONCRETE CURB AT DOOR THRESHOLD
32 13 13.FC	6" WIDE CAST-IN-PLACE CONCRETE FLUSH CURB - REFER TO DETAIL B2/C550
32 13 13.SW	CAST-IN-PLACE CONCRETE SIDEWALK - 4" THICK - REFER TO DETAIL C1/C100
32 14 16.PR	BRICK PAVERS WITH HANDLIGHT SAND-SWEPT JOINTS, PEDESTRIAN RATED 1.75" THICK - MATCH EXISTING BRICK PAVERS
32 15 13.PP	BRICK PAVERS WITH SAND-SWEPT JOINTS, 6" LENGTH
32 17 23.P1	PAINTED PAVEMENT MARKINGS, 4" WIDE - BELIE
32 17 23.S	PAINTED ADA SYMBOL - REFER TO DETAIL A1/C550



**PHOTO OF THE SUBJECT PROPERTY LOOKING SOUTH FROM CALLE DE CORREO**



**PHOTO OF THE STEINBORN REALTY PROPERTY FROM SUBJECT PROPERTY**





**PHOTO OF RISTRAMNN FROM SUBJECT PROPERTY**



**PHOTO OF PALACIOS BAR FROM SUBJECT PROPERTY**





**PHOTO OF PALACIOS BAR FROM THE SOUTH**



**PHOTO OF MESILLA VALLEY PLUMBING**





**PHOTO OF CABALLERO'S PLAZA**



**PHOTO OF NEARBY RESIDENTIAL RENTAL UNIT**



**TOWN OF MESILLA**  
 PERMISSION TO CONDUCT WORK  
 OR

OBTAIN A COMMERCIAL/RESIDENTIAL BUILDING PERMIT

OFFICIAL USE ONLY:

Case # 060848

Fee \$ 217.50

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

CASE NO. 060848 ZONE: H-C CODE: \_\_\_\_\_ APPLICATION DATE: 02/12/2019

Brittany Bloch 575-526-1590

Name of Applicant/Owner Applicant's Telephone Number

439 Linda Vista Road Las Cruces NM 88005

Applicant's/Owner's Mailing Address City State Zip Code

freyja2012@zoho.com

Applicant's/Owner's E-mail Address

RES Construction, Inc. (Ronald Scott) 2000 Bellamah, Las Cruces, NM 88001

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

575 - 649 - 5425 GB98 License # 395391

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

Address of Proposed Work: Intersection of Calle De Correo and Avenida de Meilla

Description of Proposed Work: The new 1,375 s.f. development is intended to house both a profes-  
sional business and a residential (Air B&B studio) on a single parcel zoned as historic com-  
mmercial.

\$137,500 02/12/2019

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

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:



**BOT ACTION FORM**  
**ZONING PERMIT 060895**  
**[PZHAC REVIEW – 5/20/2019]**  
**STAFF ANALYSIS**

**(Decision was based on information presented during the Work Session)**

**Item:**

**Case 060895** – 1940 Calle Pecana, submitted by Henry S. Newman; a request for a zoning permit to construct a dwelling on a vacant residential property at this address. Zoned: Historical Residential (HR)

**Staff Analysis:**

The proposed request 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 dwelling 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 dwelling 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: @ \$469,000.00**

**Consistency with the Code:**

The PZHAC will need to determine that the proposed dwelling 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 consists of constructing a new single family dwelling at 1940 Calle Pecana in the HR zoning district.
- 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 with conditions to the BOT.
3. Reject the permit.

**PZHAC ACTION:**

*The PZHAC determined that the proposed dwelling would not be out of character with the other dwellings in the subdivision or nearby and voted 3 – 0 to recommend APPROVAL of this request to the BOT.*

**BOT OPTIONS:**

1. Approve the application as recommended by the PZHAC.
2. Approve the application with conditions.
3. Reject the application.

**BOT ACTION:**

**PZHAC WORK SESSION  
MAY 20, 2019  
ITEM 2**

Submitted by Henry S. Newman; a request to discuss plans to construct a dwelling on a vacant residential property at 1940 Calle Pecana. (Case 060895) Zoned: Historical Residential (HR)

The property, which is 0.334 acres in size, is located in the Sommer Grove Subdivision (Lot 6) and is accessed by Calle Pacana. (See attached Subdivision Plan.) The dwelling, which will contain 2483 square feet of heated/cooled area with a 964 square foot garage and a 304 square foot covered porch. Setbacks will be about 28 feet at the front (north side), 8 feet on the east side, over 43 feet at the rear (south side), and over 16 feet on the west side. (Required setbacks are three feet all around.)

Attached is a survey and site plan of the property, along with an elevation and floor plans for the dwelling. According to the applicant, the style and color of the dwelling will be similar to the other historic structures in the area.

All necessary utilities and access are available to the property. Calle Pacana is a 35 foot wide paved ROW that provides all weather access to the property. Both water and sewer are available from the Town as part of the original subdivision.

The PZHAC will need to determine if the style of the proposed dwelling is compatible with the development zone for the property. There are only two other properties in the subdivision that are developed (Lots 7 & 9). They contain a 3125 square foot dwelling (Lot 7) and a 2518 square foot dwelling (Lot 9) that are similar in style and size to the proposed dwelling. The remainder of the lots contain pecan trees. To the east, along NM State Highway 292 (Calle de El Paso), is a property that contains a 2150 square foot main dwelling and 646 accessory dwelling, both built in the early 1900's. To the south are properties along Calle del Norte that contain dwellings of various styles that date back to the 1950's.

The proposed structure is Spanish Pueblo in style and appears to be similar to or compatible with other structures that have been built in the area. (This is one of the five styles that is allowed by the Yguado Plan for new dwellings in the Town.) The PZHAC will need to determine if the style of the proposed structure is indeed compatible with the development zone for the property. Since this construction is in a Historic zoning district, the following section of the Code applies:

**18.33.080 Historical appropriateness permit.**

A. Identification. A permit for a certificate of historical appropriateness shall be required before any of the following actions or work is undertaken: new construction, exterior alteration, demolition or removal. All work or acts of new construction or exterior alteration requiring a permit for a certificate of appropriateness shall comply with the design criteria established by the precedent styles within the development zone of the proposed work.

The applicant will be present at the work session to provide further details about the proposed construction, and will be available to answer any questions that may arise.

# Doña Ana County, NM

General Reference Maps

2014 Aerial

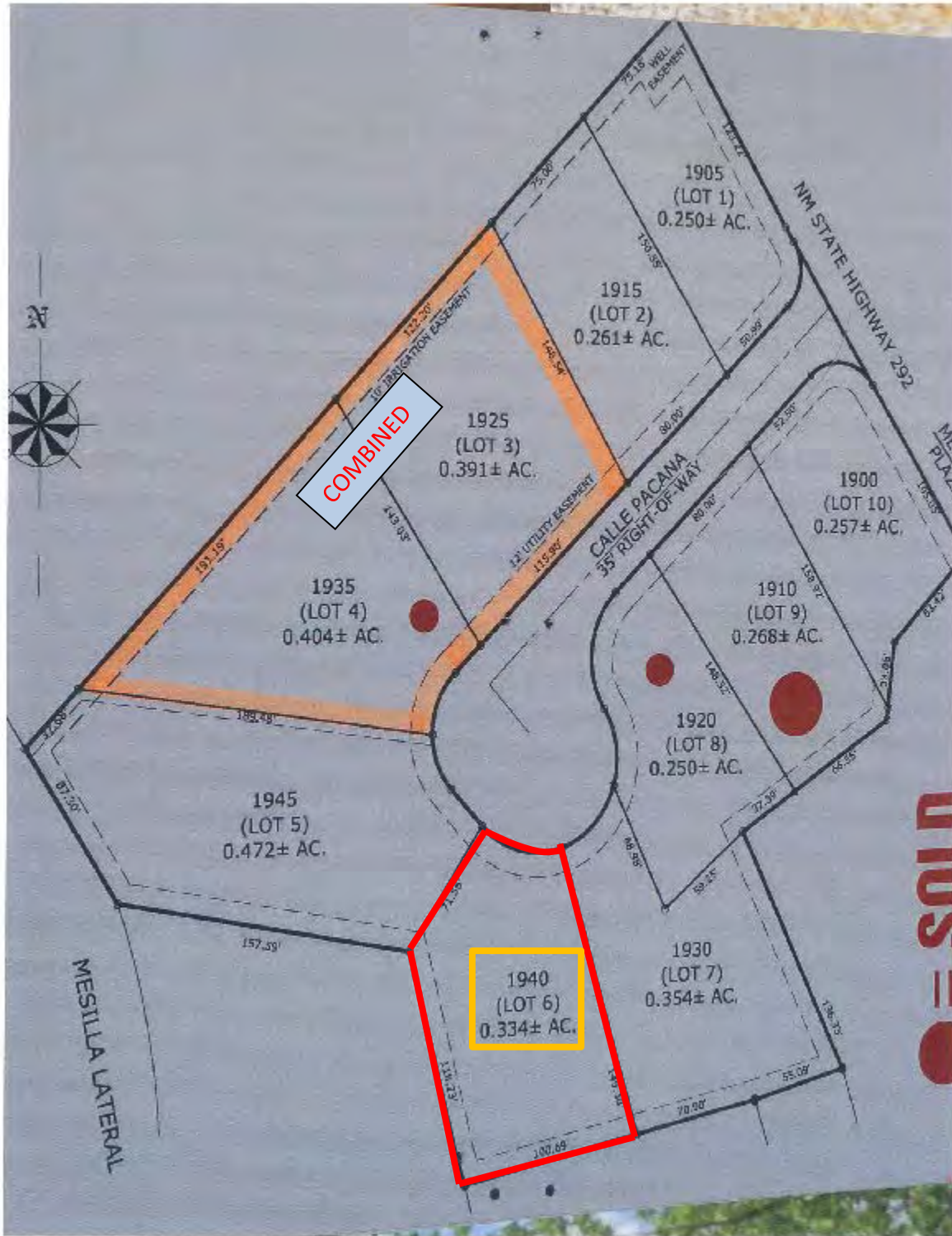
Addresses

County Address Points





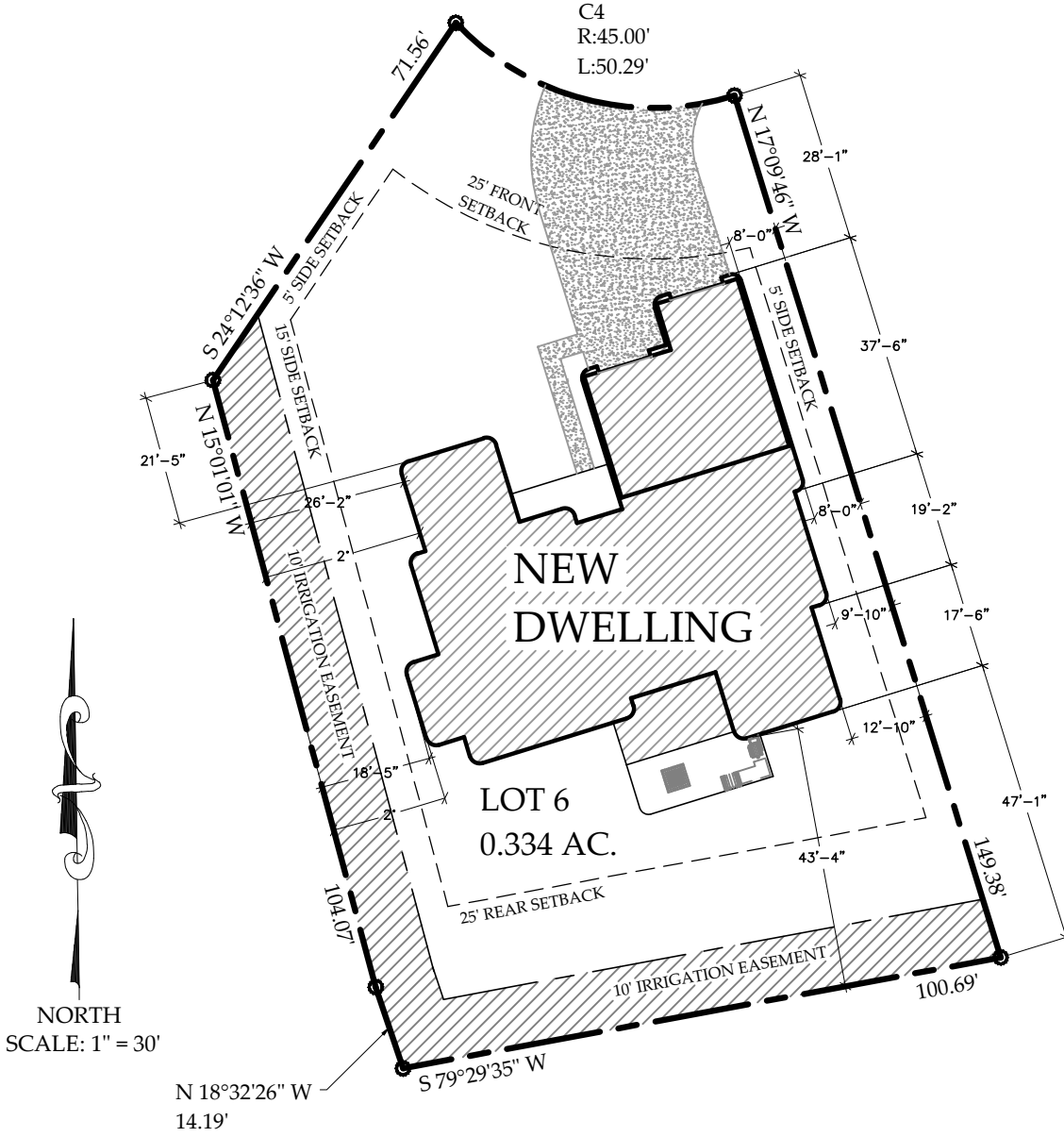
**SOMMER GROVE SUBDIVISION  
19 0 CALLE PACANA  
(LOT 7)**





CALLE PACANA

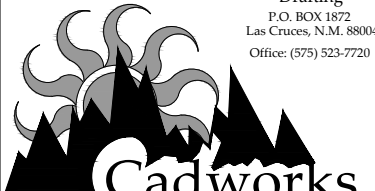

C4  
R:45.00'  
L:50.29'



# SITE PLAN

SOMMER GROVE SUBDIVISION

LOT 6

 <p>Cadworks Home Designs &amp; Drafting P.O. BOX 1872 Las Cruces, N.M. 88004 Office: (575) 523-7720</p>	DATE		PROJECT NAME:	SHEET TITLE
	4/30/19		 <p>PO Box 16097 Las Cruces, NM 88004-6097 Fax 575-523-7439 GB 98 LICENSE # 81509 575.650.7377 jsinger027@msn.com www.villacustomhomes.com</p>	SITE PLAN
	DRAWN BY			SHEET NO.
	UMPHRESS			5 OF 5
FILE NAME	DISCLAIMER ALL MEASUREMENTS, DIMENSIONS, & SPECIFICATIONS, INCLUDING ALL BLDG. MATERIALS ARE TO BE CHECKED BY OWNER & CONTRACTOR & ARE THE RESPONSIBILITY OF THE OWNER & CONTRACTOR. THE STRUCTURAL INTEGRITY OF THIS PROJECT IS THE RESPONSIBILITY OF THE CONTRACTOR AND OWNER. THIS DRAWING IS AN INSTRUMENT OF OWNER, AND CONTRACTOR. THIS DRAWING MAY NOT BE REPRODUCED OR REPRODUCTIONS HEREOF USED WITHOUT THEIR WRITTEN PERMISSION.			
JS-1205S18-3				

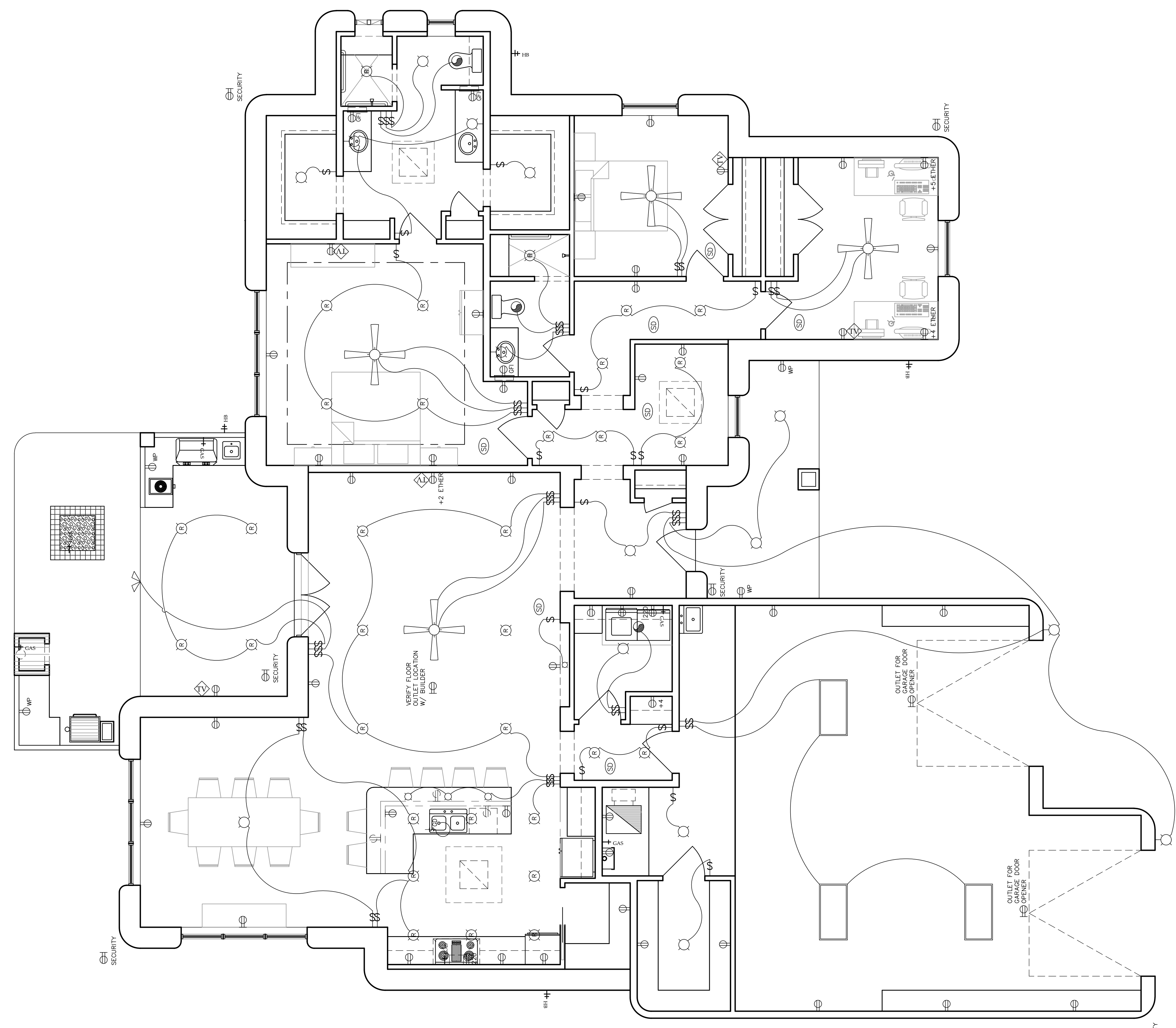
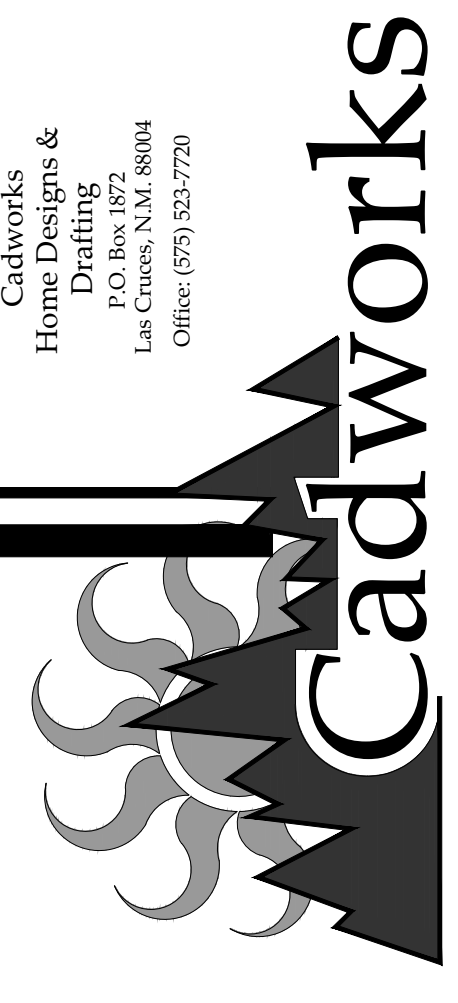






DATE	4/29/19
DRAWN BY	UMPHRESS
FILE NAME	JS-1206L18-3
DISCLAIMER	DISCLAIMER: DIMENSIONS, A SPECIFICATIONS INCLUDING ALL BIDDING DOCUMENTS, CONTRACTS, AND PERMITS. THE CONTRACTOR AND OWNER ARE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR AND OWNER SHALL BE RESPONSIBLE FOR THE CONTRACTOR'S AND OWNER'S OBLIGATIONS. THE CONTRACTOR AND OWNER SHALL BE RESPONSIBLE FOR THE CONTRACTOR'S AND OWNER'S OBLIGATIONS. THE CONTRACTOR AND OWNER SHALL BE RESPONSIBLE FOR THE CONTRACTOR'S AND OWNER'S OBLIGATIONS.
PROJECT NAME	1940 CALLE PACANA
DESIGNER	Mary Lisa Belvito & Henry Scott Newman
CONTRACTOR	Judd M. Singer www.juddm.com 575.650.7377
AREA: TOTAL	HEATED 2,483 SQ. FT. GARAGE 964 SQ. FT. PORCH 304 SQ. FT. TOTAL 3,751 SQ. FT.
PROFESSIONAL SEAL	
SHEET TITLE	ELECTRICAL PLAN
SHEET NO.	3 OF 5

Cadworks  
Home Designs &  
Drafting  
1000 S. W. 10th St.  
Lafayette, LA 70501  
Office: (504) 332-7720



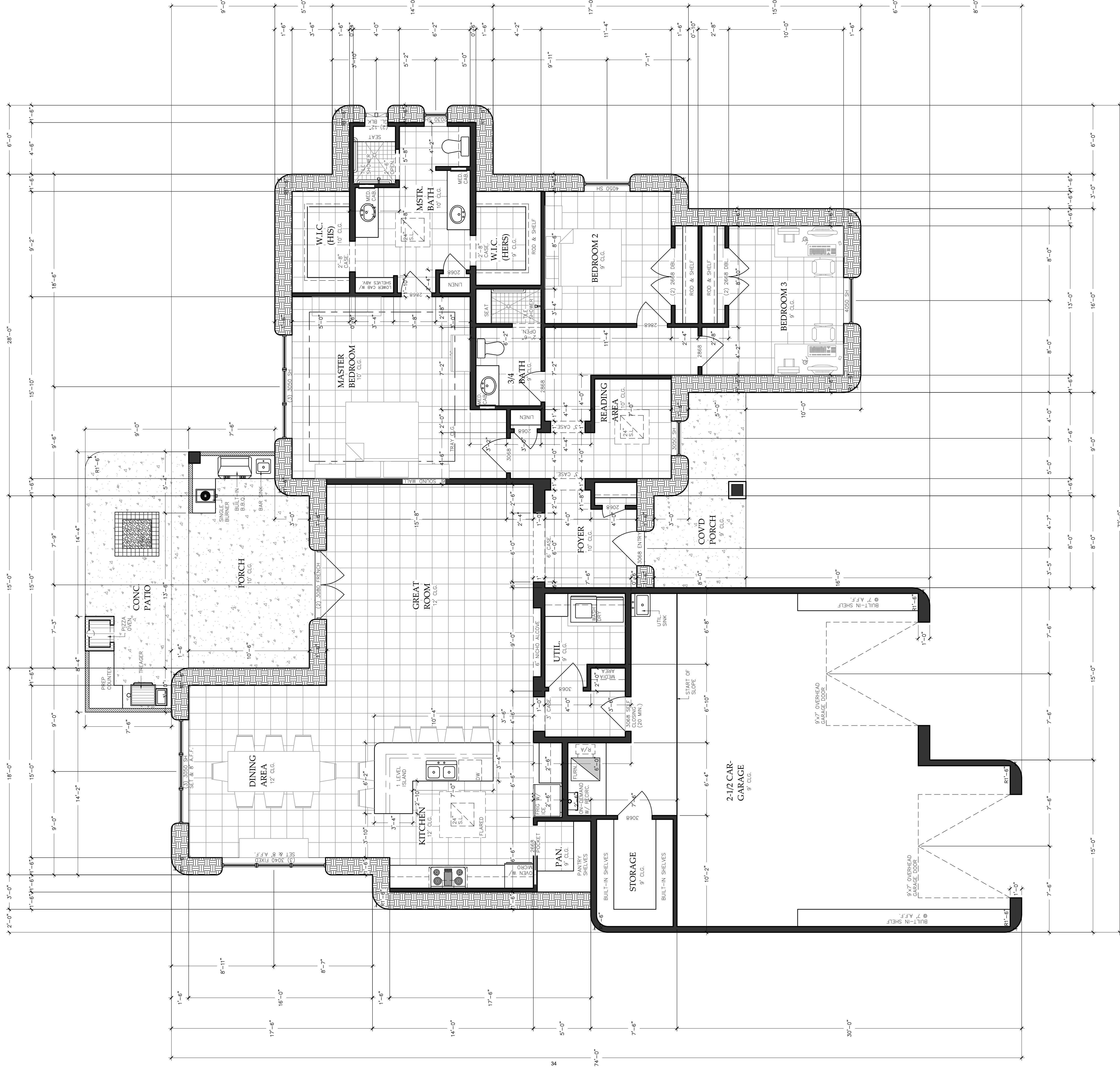
**ELECTRICAL NOTES:**

1. ALL OUTLETS AT VANITIES AND COUNTERS TO BE AT 42"
2. PROVIDE 110V UNDER COUNTER OUTLET FOR DISHWASHER AND GARBAGE DISPOSAL
3. PROVIDE OUTLET AT 60" FOR RANGE HOOD
4. ALL EXTERIOR LIGHT FIXTURES AND OUTLETS TO BE WEATHERPROOF
5. ELECTRICIAN TO SIZE AND LOCATE PANEL AND SERVICE
6. ELECTRICIAN TO PROVIDE POWER TO COOLER(S)
7. ALL OUTLETS IN THE KITCHEN AND BATH ROOMS ARE TO BE C.F.I.
8. INSTALL POWER OUTLETS UNDER PORCH AND PARAPETS FOR SECURITY CAMERAS
9. INSTALL CAT-5 (ETHERNET) LOCATIONS TO BE DETERMINED BY BUILDER
10. PRE-PLUMB FOR POOL (FUTURE)
11. PRE-PLUMB FOR POOL (FUTURE)

SYM.	ELECTRIC SYMBOLS
⊖	SWITCH OUTLET
⊖/3	3-WAY SWITCH OUTLET
⊖/4	4-WAY SWITCH OUTLET
⊖/S	SMOKE DETECTOR
⊖/C	CARBON MONOXIDE DETECTOR
⊖/L	LIGHT OUTLET W/ SWITCH CONTROL
⊖/R	RECESSED LIGHT FIXTURE
⊖/A	SPOT OUTLET
⊖/B	SHAKE DETECTOR
⊖/H	HOSE BIBB
⊖/F	EXHAUST FAN
⊖/D	CEILING FAN
⊖/G	GAS OUTLET
⊖/E	TELEPHONE JACK

**ELECTRICAL PLAN**

1/4" = 1'-0"

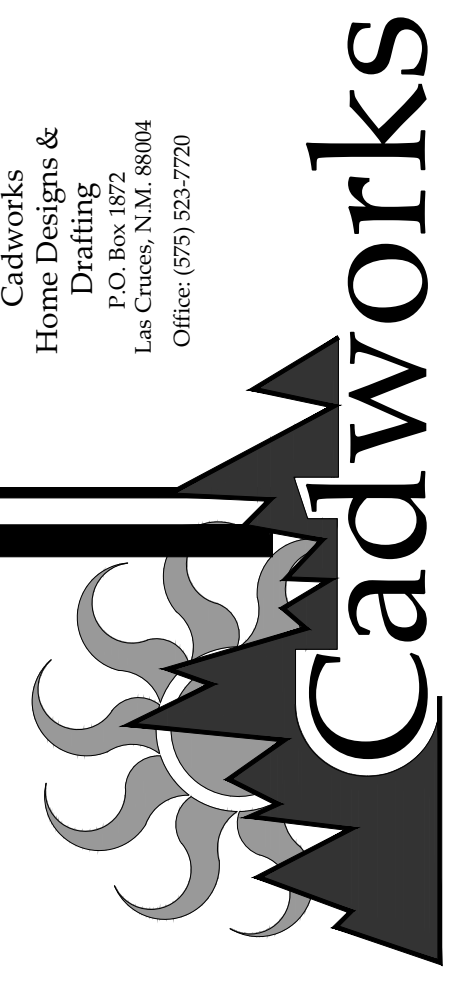


**GENERAL NOTES:**

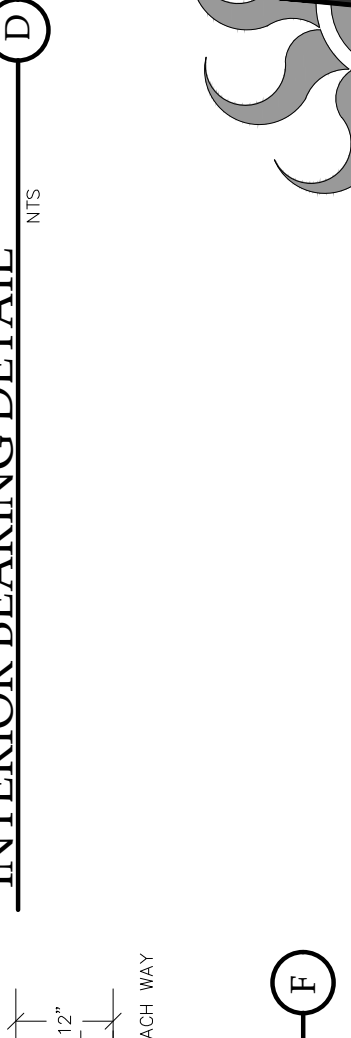
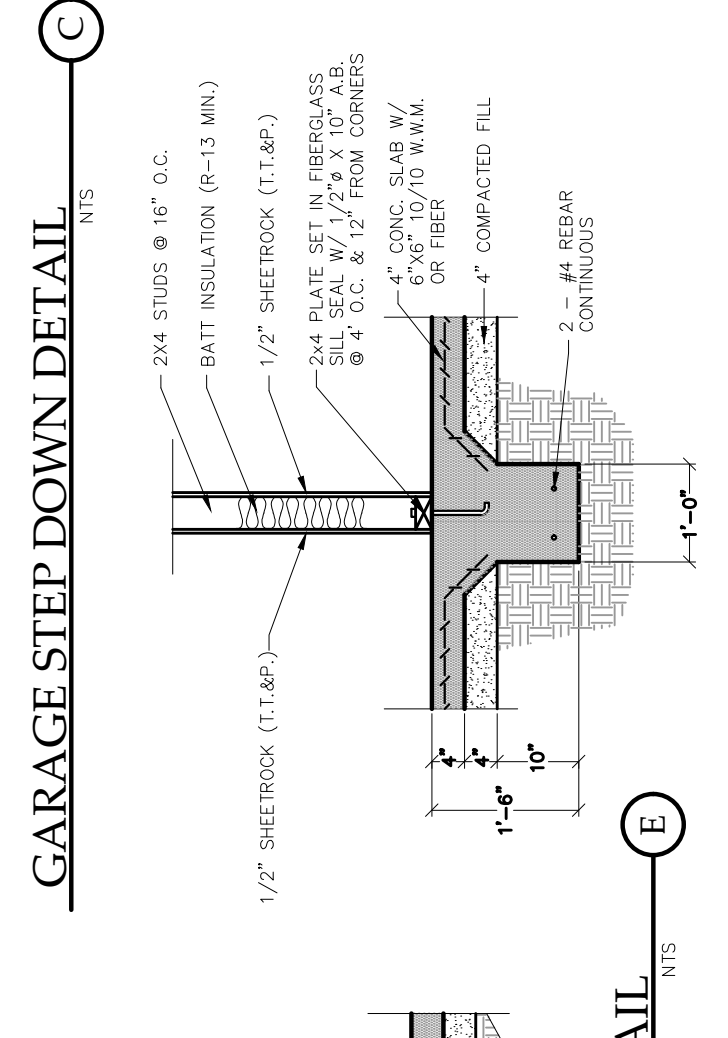
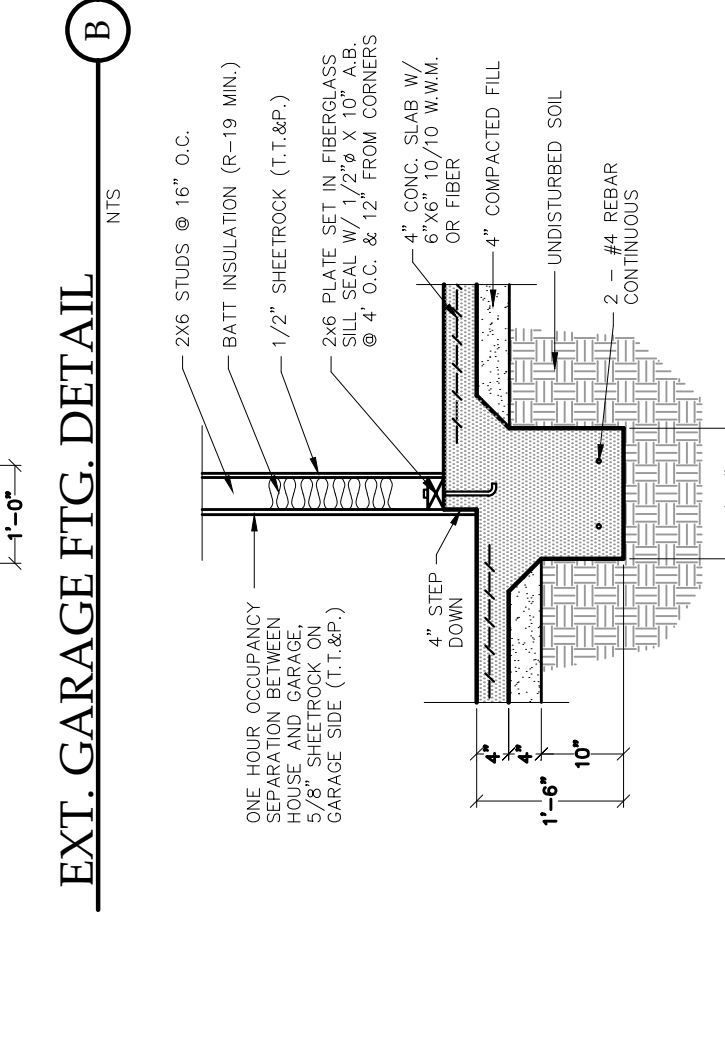
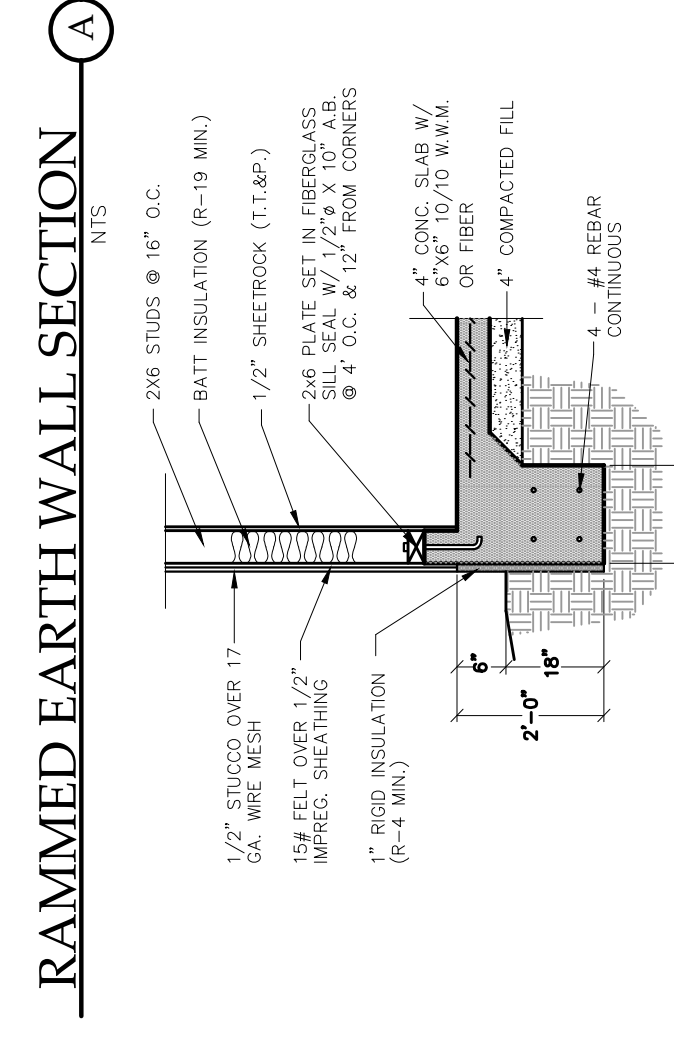
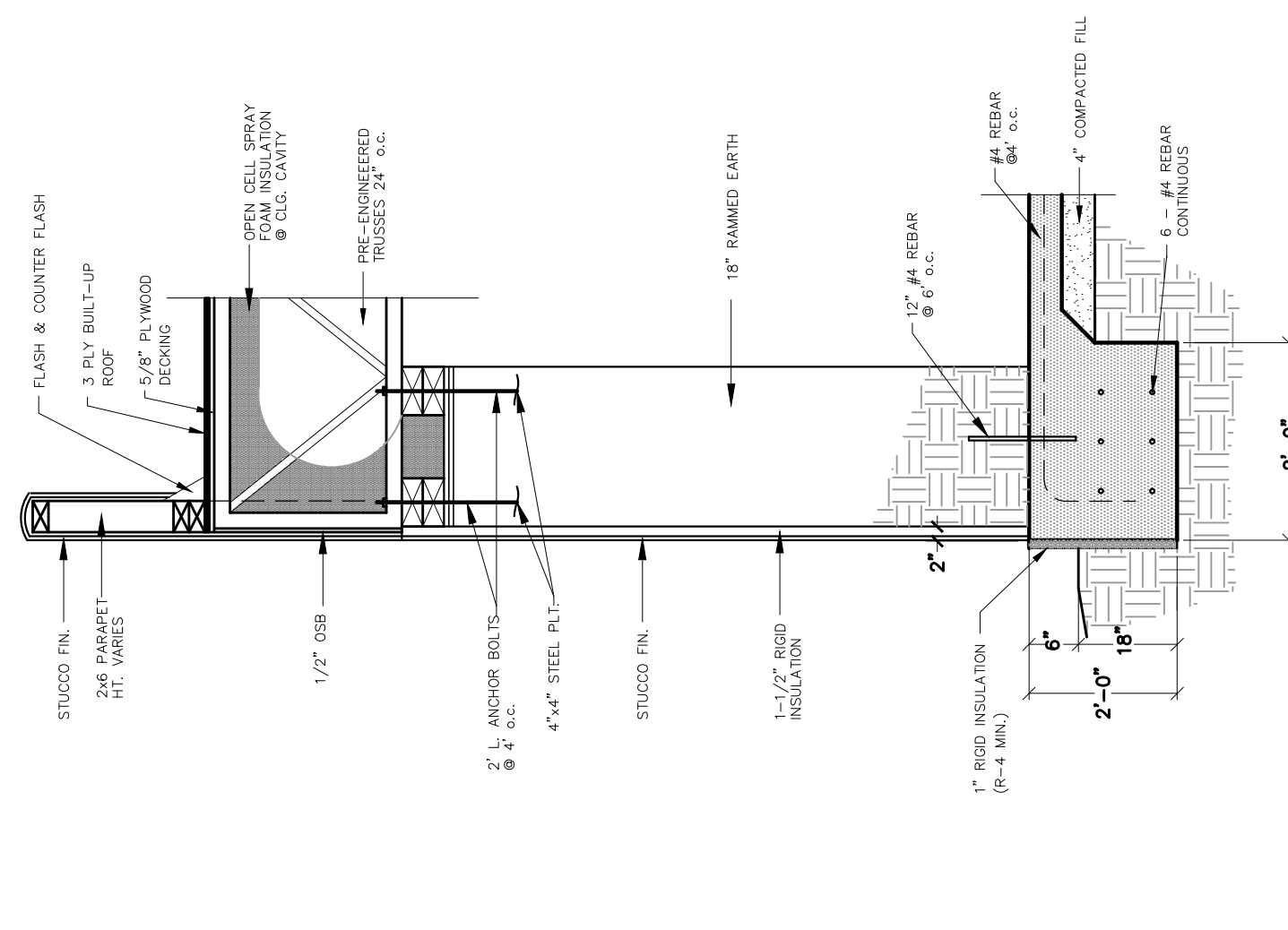
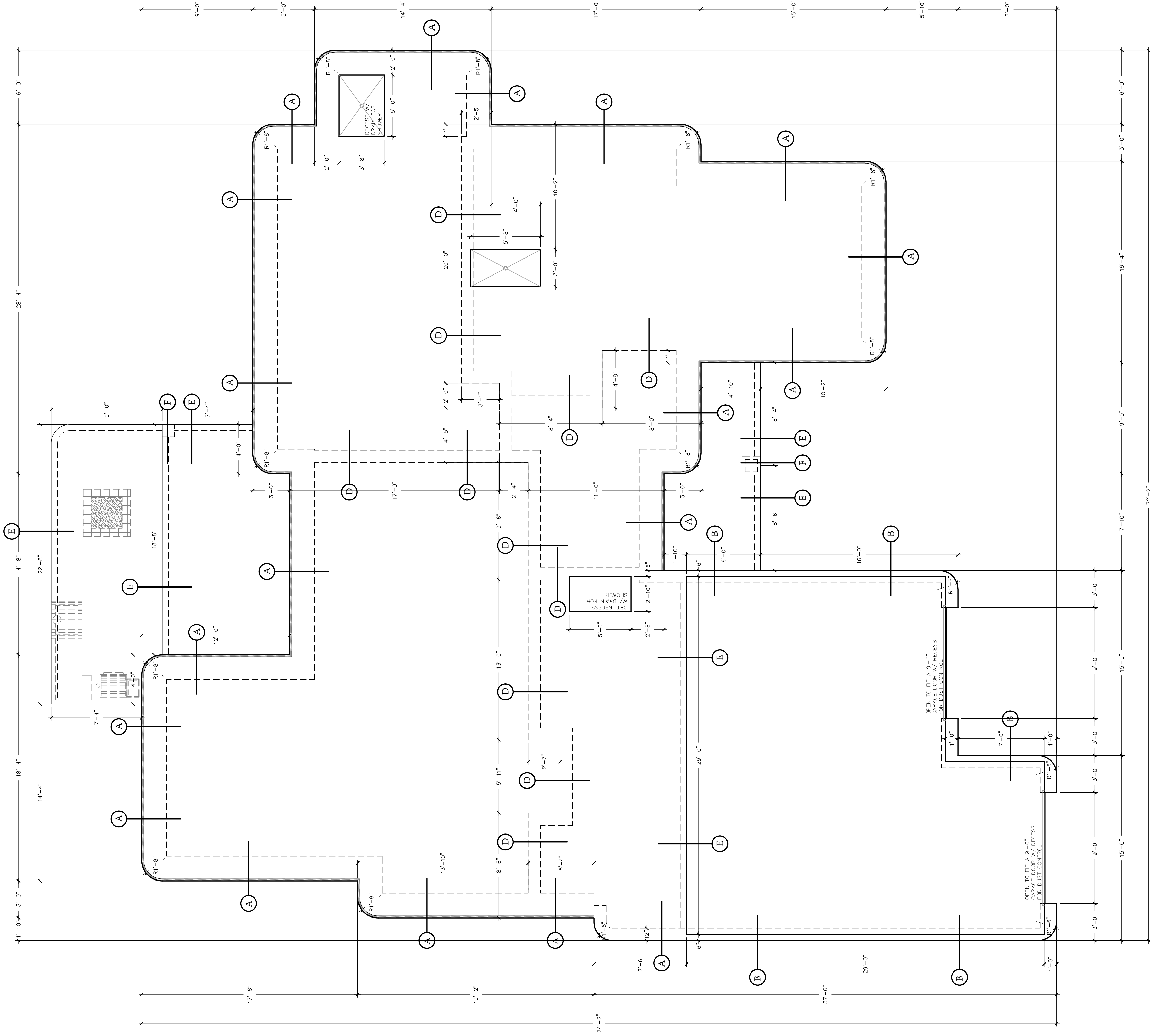
1. EXTERIOR WALLS TO BE 18" +/- RANMED EARTH
2. INTERIOR NON-BEARING WALLS TO BE 2X4 STUDS @ 16" O.C.
3. INTERIOR BEARING WALLS TO BE 2X4 STUDS @ 16" O.C.
4. ALL HEADERS SPANNING MORE THAN 2' SHALL BE 2X12
5. ALL FIXTURES & APPLIANCES TO BE CHOSEN BY OWNER
6. USE FIRE STOPS PER U.F.C., U.B.C. OR LOCAL CODE REQUIREMENTS
7. ONE HOUR OCCUPANCY SEPARATION BETWEEN HOUSE AND GARAGE
8. ALL DIMENSIONS ARE TO BE CHECKED AND CONFIRMED BY CONTRACTOR PRIOR TO POURING OF CONCRETE
9. INSULATE WALLS R-19 MIN., CEILINGS R-38, PERIMETER R-4 MIN.
10. INTERIOR TO BE SHEETROCK, TAPED, TEXTURED, AND PAINTED
11. EXTERIOR TO BE STUCCO - COLOR BY OWNER/CONTRACTOR
12. PRE-PLUMB FOR SOLAR POWER (FUTURE)
13. PRE-PLUMB FOR POOL EQUIPMENT (FUTURE)

DATE	4/29/19
DRAWN BY	UMPHRESS
FILE NAME	JS-1206F18-3
<p>DISCLAIMER: DIMENSIONS, A SPECIFICATIONS INCLUDING ALL BIDDING DOCUMENTS SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER &amp; CONTRACTOR &amp; ARE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THIS INFORMATION. THE CONTRACTOR AND OWNER, AND CONTRACTOR, SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REPRODUCTIONS HEREOF USED WITHOUT THEIR WRITTEN PERMISSION.</p>	
<p>PROJECT NAME: 1940 CALLE PACANA</p> <p>Mary Lisa Belvito &amp; Henry Scott Newman</p> <p>JUDD M. SINGER 575.650.7377 www.jmshome.com</p>	
AREA TOTAL	
HEATED	2,483 SQ. FT.
GARAGE	964 SQ. FT.
PORCH	304 SQ. FT.
TOTAL	3,751 SQ. FT.
PROFESSIONAL SEAL	
SHEET TITLE	FLOOR PLAN
SHEET NO.	1 OF 5

Cadworks  
Home Designs & Drafting  
Las Cruces, N.M. 88804  
Office: (505) 332-7720





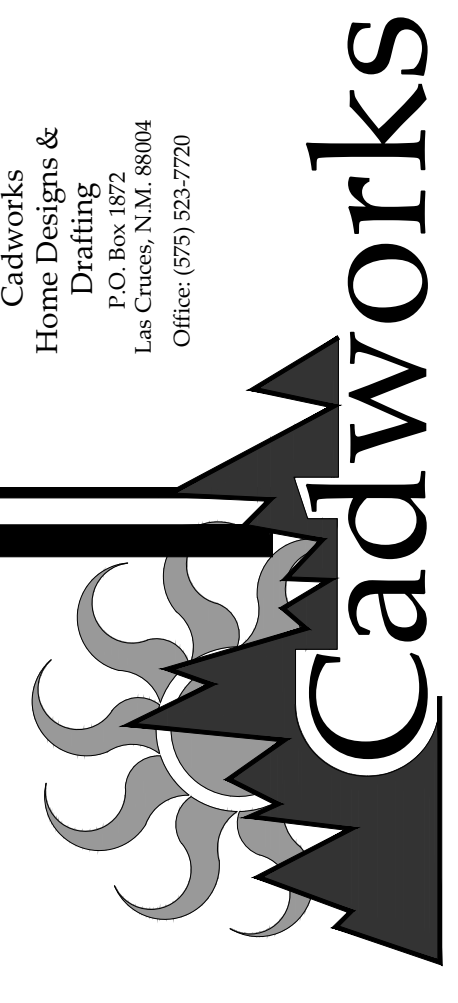


DATE	4/24/19
DRAWN BY	UMPHRESS
FILE NAME	JS-1206CL18-3
DISCLAIMER	DISCLAIMER: DIMENSIONS, MATERIALS, AND SPECIFICATIONS INCLUDING ALL BIDDING REQUIREMENTS ARE THE PROPERTY OF THE OWNER & CONTRACTOR & ARE THE PROPERTY OF THE OWNER & CONTRACTOR. THIS CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE OWNER AND CONTRACTOR. THE CONTRACTOR AND OWNER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE OWNER AND CONTRACTOR. THIS CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE OWNER AND CONTRACTOR. THIS CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE OWNER AND CONTRACTOR.
PROJECT NAME	1940 CALLE PACANA
AREA: TOTAL	HEATED 2,483 SQ. FT. GARAGE 964 SQ. FT. PORCH 304 SQ. FT. TOTAL 3,751 SQ. FT.
PROFESSIONAL SEAL	
SHEET TITLE	FOUNDATION PLAN
SHEET NO.	4 OF 5

**Judd M. Singer**  
 Construction  
 7300 Birk Creek  
 Suite 125  
 Raleigh, NC 27615  
 Phone: 919.487.1500  
 Fax: 919.487.1501  
 www.juddm.com

**Mary Lisa Belvito & Henry Scott Newman**  
 PROJECT NAME: 1940 CALLE PACANA

Cadworks  
 Home Designs & Drafting  
 1000 S. Main St.  
 Las Colinas, N.C. 28804  
 Office: (975) 332-7720





**PHOTO OF THE SUBJECT PROPERTY LOOKING SOUTH FROM CALLE PACANA  
(REAR OF DWELLING AT 2060 CALLE DEL NORTE)**



**PHOTO OF SUBJECT PROPERTY SHOWING PROPERTIES TO THE SOUTHWEST**





**PHOTO OF THE DWELLING AT 1910 CALLE PACANA**



**PHOTO OF THE DWELLING TO THE EAST (2008 CALLE DE EL PASO)**





**PHOTO OF THE DWELLING AT 2140 CALLE DEL NORTE**



**PHOTO OF THE DWELLING AT 2170 CALLE DEL NORTE**





**PHOTO OF THE DWELLING AT 2188 CALLE DEL NORTE**



**PHOTO OF THE DWELLING AT 2100 CALLE DEL NORTE**



**PHOTO OF THE DWELLING AT 1910 CALLE PACANA**





**PHOTO OF THE DWELLING AT 2008 CALLE DE EL PASO**





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

OFFICIAL USE ONLY:

Case # 060895

Fee \$ 74.00

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

CASE NO. 060895 ZONE: HR CODE: NR APPLICATION DATE: 5/13/19

Name of Applicant/Owner: Henry S. Newman & Lisa Belvito Applicant's Telephone Number: Henry 651-206-7608 or 575-660-7377 Tuld

Applicant's/Owner's Mailing Address: 1652 Hewitt Ave City: St Paul, MN State: St Paul, MN Zip Code: 55104-1125

Applicant's/Owner's E-mail Address: hsw@hsgnewman.com

Contractor's Name & Address (if none, indicate Self): Villa Custom Homes Inc. (Judd Singer) PO Box 16097 LC, NM 88004

Contractor's Telephone Number: 575-650-7377 Contractor's Tax ID Number: 85-0452636 Contractor's License Number: 81509

Address of Proposed Work: 1940 Calle Pacana Summer Grove Subdivision

Description of Proposed Work: Construct new residential Rammed Earth Home for Henry Newman + Lisa Belvito

Estimated Cost: \$469,000 Signature of Applicant: [Signature] Date: 5.13-19

Signature of property owner if applicant is not the property owner: [Signature]

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 REQUIRED ZL

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:

**BOT ACTION FORM**  
**ZONING PERMIT 060869**  
**[PZHAC REVIEW – 5/20/2019]**  
**STAFF ANALYSIS**

**(Decision was based on information presented during the Work Session)**

**Item:**

**Case 060896** – 1680 Calle de Alvarez, submitted by Chris Schaefer for Paul Miller; a request for a zoning permit to construct a freestanding directory sign on a commercial property at this address. Zoned: General Commercial (C)

**Staff Analysis:**

The proposed request 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 sign 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 sign 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.

**Consistency with the Code:**

The PZHAC will need to determine that the proposed sign 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 constructing a directory sign at 1680 Calle de Alvarez.
- The PZHAC has determined that the proposed work meets all applicable Code requirements.

**PZHAC ACTION:**

*The PZHAC determined that the proposed sign was definitely needed for the Mercado area, and voted 3 – 0 to recommend APPROVAL of this request to the BOT even though the sign will not be located on the same property as the businesses.*

**BOT OPTIONS:**

1. Approve the application as recommended by the PZHAC.
2. Approve the application with conditions.
3. Reject the application.

**BOT ACTION:**

**PZHAC WORK SESSION  
MAY 20, 2019  
ITEM 3**

Submitted by Chris Schaefer for Paul Miller (property owner); a request to discuss plans to construct a freestanding directory sign on a commercial property at 1680 Calle de Alvarez. (Case 060896) Zoned: General Commercial (C)

**DESCRIPTION OF REQUEST:**

The applicant occupies part of a commercial building located in the commercial area behind the subject property. Currently, there is no indication or signs along Avenida de Mesilla that this commercial area exists or that there are commercial operations in the area. (This area is considered the “Mercado”, or commercial, area of Mesilla.) According to the applicant, very few people who visit Mesilla are even aware that this area exists, so he would like to install what would be, in essence, a directional sign that will be located on the property that is at the entrance to the area and will list the businesses in the Mercado area. (Attached is a photo of the proposed property where the sign would be located.) The owner of the property is aware of this request, and is the applicant for the sign permit.

The proposed sign is shown in an attached diagram.

The following are the portions of the Sign Code that address Directory and Development Identification Signs: (The Sign Code is attached in its entirety at the end of this presentation.)

**18.65.165 Directory signs.**

- A. A directory sign may be permitted for a building or development where there is more than one business or tenant. A directory sign may be a wall sign, projecting sign, or freestanding sign, provided the sign complies with all requirements for the type of sign.
- B. A directory sign shall be limited to 15 square feet in area for signs located in the Historical Commercial (H-C zone) zone and 25 square feet in area for signs located in the Commercial (C) zone.
- C. All directory signs shall be located on the premises where the businesses are located.
- D. A directory sign may list all businesses or only the building or development name.
- E. Each business may have one individual sign in addition to the identification on the directory sign, in accordance with the sign regulations and all other laws and ordinances. [Ord. 2008-04 § 10]

**18.65.170 Development identification signs.**

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

- A. The structure of a development identification sign shall be no larger than 48 square feet in size, and have a height no higher than four feet.
- B. The actual sign portion of the development identification sign shall not exceed 25 square feet for the Commercial (C) zone, or 15 square feet for the Historic Commercial (H-C) zone. Area of the actual sign shall be determined by measuring the extent of the painted sign or graphic horizontally and vertically and calculating the area. [Ord. 2003-05 § 5; prior code § 11-3-17]

The PZHAC will need to decide if the proposed sign can be allowed as a directory sign, or if it falls under any other category.

The applicant will be present to provide further information regarding this request, and to answer any questions that might arise.



PHOTOS OF THE SUBJECT PROPERTY





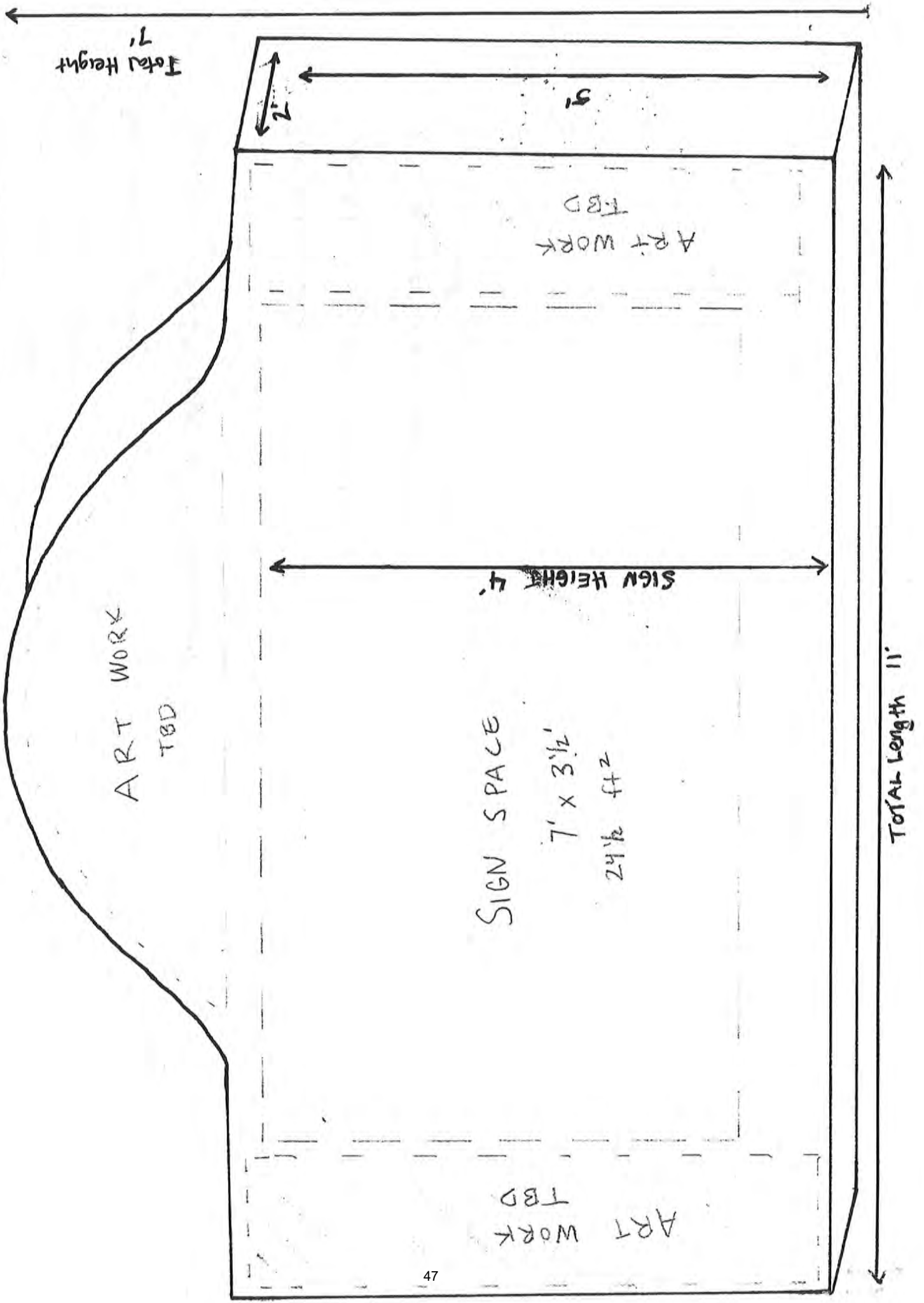








\* See Back



Total height 7 feet  
Total length 11 feet  
Total width 2 feet

Sign height 4 feet

Sign space  $7 \times 3\frac{1}{2}$  feet =  $24\frac{1}{2}$  feet squared

- Tan stucco finish

- Rounded adobe-like construction

- All art work to be determined  
and approved by Town of Mesilla



OFFICIAL USE ONLY:

Case # 060896

Fee \$ 50.00

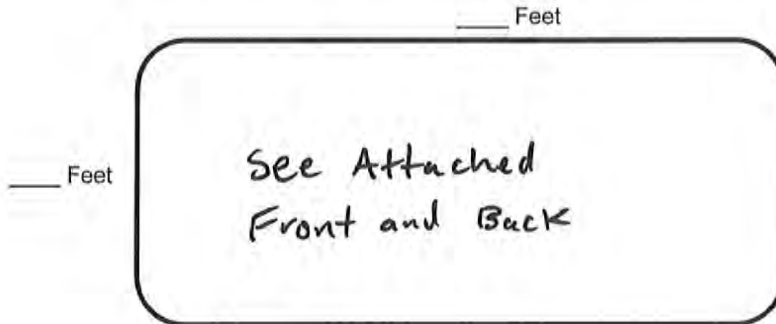
CASE NO. 060896 ZONE: C APPLICATION DATE: 5/7/19

Directory Sign 575-636-3856  
Business Name Business Telephone Number  
Mercado de Mesilla Mesilla, NM 88047  
Business Address City State Zip Code

Chris Schaefer/Paul Miller 575-636-3856  
Applicant Name Applicant Telephone/Cell Number  
1680 Calle de Alvarez Ste C2, Las Cruces, NM 88005  
Mailing Address City State Zip Code

Description of sign: Free standing directory sign

Please include dimensions, lettering, shape, material, texture, colors, and/or finish to be used on the diagram below.



Colors: \_\_\_\_\_

**FOR OFFICIAL USE ONLY**

- |       |   |     |   |
|-------|---|-----|---|
| PZHAC | <input type="checkbox"/> Administrative Approval  | BOT | <input type="checkbox"/> Approved Date: _____     |
|       | <input type="checkbox"/> Approved Date: _____     |     | <input type="checkbox"/> Disapproved Date: _____  |
|       | <input type="checkbox"/> Disapproved Date: _____  |     | <input type="checkbox"/> Approved with Conditions |
|       | <input type="checkbox"/> Approved with conditions |     |   |

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

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

## Chapter 18.65 SIGNS\*

### 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.

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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]

### 18.65.020 Purpose.

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This chapter is for the purpose of regulating the installation and use of signs within the town of Mesilla. [Ord. 94-08; prior code § 11-3-2]

#### 18.65.030 Authority for chapter.

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This chapter is adopted pursuant to the provisions of an Act of the State Legislature known as Chapter 3, Laws of Article 19 (being Sections 1 through 12 of the New Mexico State Statutes Annotated, 1978) as amended. The provisions of this chapter are adopted in acceptance of and in accordance with said Act. [Ord. 94-08; prior code § 11-3-3]

#### 18.65.040 Existing uses – Nonconforming signs.

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

- A. The business is terminated.
- B. The sign is changed, modified, or painted.
- C. Five years after the ordinance codified in this chapter is in effect. [Ord. 2008-04 § 1; Ord. 94-08; prior code § 11-3-4]

#### 18.65.050 Definitions.

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

- A. General.
  - 1. Words used in the present tense include the future tense. The singular includes the plural. The word “person” includes a municipality, firm, association, organization, partnership, trust, company, or corporation as well as an individual.
  - 2. The word “lot” includes the word “plot” or “parcel.” The term “shall” is mandatory; the term “may” is permissive. The word “town” shall mean the town of Mesilla. The words “board of trustees” shall mean the town board of trustees of the town of Mesilla. The word “commission” shall mean the planning, zoning and historical appropriateness commission of the town of Mesilla.
- B. Specific.
  - 1. “Sign” shall mean and include every sign, billboard, ground sign, wall sign, roof sign, illuminating sign, projecting sign, marquee, awning, canopy, and shall include any announcement, declaration, demonstration, illustration or insignia used to advertise or promote the interest of any person when the same is placed out of doors. Allowed signs in the town of Mesilla shall be limited to wall signs, projecting signs, freestanding signs, development identification signs, sandwich board signs and directory signs, as well as those signs that are identified as “temporary signs” or exceptions as defined in MTC [18.65.070](#).
    - a. “Freestanding sign” as regulated by these guidelines shall include any sign attached to or supported from the ground and not attached to any building.
    - b. “Temporary sign” shall mean any banner or advertising display with or without frames intended to be displayed for a period of less than 15 days. Maximum total sign space not to



exceed 15 square feet and no more than two permits per business per year may be issued.

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

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

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

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

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

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

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

#### 18.65.060 Permits required.

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Other than the exceptions listed in MTC [18.65.070](#), temporary signs, and repair and maintenance of existing conforming signs, it shall be unlawful for any person to place, erect, repair, alter, relocate, or retain within the town of Mesilla any sign or other advertising structure without first obtaining a review and recommendation by the planning, zoning and historical appropriateness commission and a permit approved by the Mesilla board of trustees. [Ord. 2008-04 § 3; Ord. 2005-06 § 1; Ord. 94-08; prior code § 11-3-6]

#### 18.65.070 Exceptions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N. Signs of historical significance.

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

#### 18.65.080 Application to erect a sign.

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

A. Name, address, and telephone number of applicant.

B. Location of building, structure, or lot upon which the sign is attached or erected.

C. Position of the sign, in relation to other signs, lot lines or other building.

D. A complete dimensioned scale drawing with full description of size, material, texture and/or finish lettering and graphics to be used.

E. Name of person, firm, corporation or association erecting structure.

F. Written consent from the owner of the building, structure, or land to which or on which the structure is to be erected. [Ord. 94-08; prior code § 11-3-8]

#### 18.65.090 Permit issued if application is in order.

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

#### 18.65.100 Permit fees.

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Every applicant after being granted a permit shall pay to the town of Mesilla a fee of \$2.00 per square foot for the permitted sign. The maximum fee for any sign shall be \$50.00. No fee shall be assessed for signs listed under exceptions or temporary signs. [Ord. 2008-04 § 6; Ord. 2005-06 § 3; Ord. 94-08; prior code § 11-3-10]

#### 18.65.110 Inspection.

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

#### 18.65.120 Obstruction.

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

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

#### 18.65.130 Temporary signs.

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

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

#### 18.65.135 Sandwich board or A-frame signs.

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

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

#### 18.65.140 Wall signs.

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A. Wall Sign Area.

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

2. Within the Commercial (C) zone, the wall sign area on any given house or building shall in no case exceed 10 percent of any wall area including apertures or 25 square feet, whichever is less. Dimensions of painted signs or graphics with no frame shall be determined by measuring the extent of the painted sign or graphic horizontally and vertically and calculating the area.

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

#### 18.65.150 Projecting signs.

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

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

1. A maximum of four feet projecting from the wall of the building;
2. A maximum of eight square feet of total sign space including frame. Both sides of a projecting sign may be used for advertisement.

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

#### 18.65.160 Freestanding signs.

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

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

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

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

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

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

#### 18.65.165 Directory signs.

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

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

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

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

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

#### 18.65.170 Development identification signs.

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

A. The structure of a development identification sign shall be no larger than 48 square feet in size, and



have a height no higher than four feet.

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

#### 18.65.180 Illumination.

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

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

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

D. Nonblinking electric signs including neon signs may be placed inside windows and glass doors provided their proportions are not in excess of the window area so allowed in MTC [18.65.070\(J\)](#). Interior electric signs must be approved by the board of trustees or their designated representative. [Ord. 2003-05 § 6; Ord. 94-08; prior code § 11-3-18]

#### 18.65.190 Lettering and coloring.

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

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

#### 18.65.200 What may be advertised.

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

#### 18.65.210 Maintenance.

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

#### 18.65.220 Number of permitted signs.

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

B. When more than one business occupies a single building each business will be limited to one sign

plus a space on a directory sign at each entrance. [Ord. 2008-04 § 11; Ord. 2003-05 § 6; Ord. 94-08; prior code § 11-3-22]

#### 18.65.230 Location.

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

#### 18.65.240 Miscellaneous.

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

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

#### 18.65.250 Unlawful signs.

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

#### 18.65.260 Notice of unlawful signs and abatement.

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

#### 18.65.270 Complaint.

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

#### 18.65.280 Removal of unsafe or unlawful sign.

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

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

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

18.65.290 Injunctions.

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

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The Mesilla Town Code is current through Ordinance 2018-01, passed June 25, 2018.

Disclaimer: The Town Clerk's Office has the official version of the Mesilla Town Code. Users should contact the Town Clerk's Office for ordinances passed subsequent to the ordinance cited above.



**BOT ACTION FORM**  
**BUILDING PERMIT 060902**  
**[PZHAC REVIEW – 5/20/2019]**  
**STAFF ANALYSIS**

**Item:**

**Case 060902** – 2391 Calle de Parian, submitted by Robert Reynolds; a request for a zoning permit to install a porch covering over a door on a dwelling at this address to protect an exterior kitchen door and adobe wall from the elements. Zoned: Historical Residential (HR)

**Staff Analysis:**

The applicant would like to install a wood frame awning with a red metal corrugated covering over a doorway on the west side of the structure (see attached plans, and photo of door). The purpose is to protect the doorway from the sun and rain. The awning will be about seven feet from the ground on a wood frame that will be anchored at the ground. The awning will be a little wider than the door.

The dwelling is listed in the historical Register for the Town (see attached sheets). According to the Register, the dwelling was built in the 1950's and was not considered to have any historical or architectural significance to the area. Additionally, the register considered the dwellings architectural contribution to the area to be "negative". There appear to have been several changes to the dwelling that have taken place since the dwelling was included in the Register that have brought the appearance of the dwelling more in line with the appearance of other more historical dwellings in Mesilla. The proposed awning over the kitchen door does not appear to be out of character with those changes and will not negatively affect the character of the dwelling or the area.

**Estimated Cost: @ \$2200.00**

**Consistency with the Code:**

The PZHAC will need to determine that the proposed awning, when finished, will be consistent with the development of land in the HR zoning district. Additionally, the request appears to meet all other development and application requirements of the Code.

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 constructing an awning over a door on the structure on the property.
- The PZHAC has determined that the proposed awning will meet all applicable Code requirements.

**PZHAC ACTION:**

*The PZHAC determined that there were no issues with the proposed awning and voted 3 – 0 to recommend APPROVAL of this request to the BOT.*

**BOT OPTIONS:**

1. Approve the application as recommended by the PZHAC.
2. Approve the application with conditions.
3. Reject the application.

**BOT ACTION:**



**VIEW OF PROPERTY FROM CALLE TERCERA SHOWING DOOR**



**VIEW OF SIMILAR AWNING ON CALLE DE COLON**





# Doña Ana County, NM

General Reference Maps

2014 Aerial

Addresses

County Address Points







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 3. BY 4/16/80 STP		CHECK DATE 4. BY		COMPUTER DATE 6. BY		
COUNTY Dona Ana		13. FIELD MAP		14. NUMBER 2391		
SPECIFIC LOCATION South east corner of Calle Tercera and Calle de Pasian		15. UTM REFERENCE NUMBER 13 230800 3571750 ZONE EASTING NORTHING		17. CITY/TOWN Mesilla 18. ZIP 88046		
0. LEGAL DESCRIPTION: TOWNSHIP NS RANGE EW SECTION 1/4 1/4 1/4		19. LAND GRANT OR RESERVATION Mesilla Civil Adm		20. I.D. # 183201209		
5. ARCHITECTURAL STYLE Gabled Box		26. NUMBER OF STORIES One		22. ROLL # 92		
7. FOUNDATION MATERIAL(S) Concrete		Box 1188 Mesilla 88046		23. NEG # 2		
8. EXTERIOR WALL SURFACE(S) Cinderblock		4,006 · 138 · 172 · 012		24. LOCATION OF NEG.		
9. FENESTRATION (TYPE, DIVISIONS, SURROUNDS, SILLS, ARRANGEMENTS) Single; aluminium vertical slide windows w/o surrounds; concrete lug sills						
10. DOOR ENTRANCE (TYPE/SURROUNDS) Standard wood door w/o surrounds						
11. ROOF(S) (NUMBER/SHAPE/MATERIAL DETAILS) Double medium gable asphalt shingle roof w/ wood fascia						
12. CHIMNEY(S) (NUMBER, EXTERIOR-INTERIOR, MATERIALS) none						
13. EXTERIOR DETAILS none						
14. COMMENTS						
15. DATE OF CONSTRUCTION ESTIMATED 1950'S		36. ACTUAL		45. IMMEDIATE SURROUNDINGS Residential		
16. SOURCE OF DATE		17. ARCHITECT/ENGINEER/BUILDER		46. RELATION TO SURROUNDINGS <input type="checkbox"/> SIMILAR <input checked="" type="checkbox"/> NOT SIMILAR		
19. SOURCE OF INFORMATION		20. NAME		47. ARCHITECTURAL CONTRIBUTION TO SURROUNDINGS <input type="checkbox"/> PLUS <input type="checkbox"/> NEUTRAL <input checked="" type="checkbox"/> MINUS		
41. PRESENT } Residential 42. HISTORIC }		CONDITION <input type="checkbox"/> EXCELLENT <input checked="" type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> DETERIORATED		48. OVERALL SIGNIFICANCE <input type="checkbox"/> NATIONAL <input type="checkbox"/> STATE <input type="checkbox"/> LOCAL <input checked="" type="checkbox"/> NONE		
43. DEGREE OF REMODELING <input checked="" type="checkbox"/> MINOR <input type="checkbox"/> MODERATE <input type="checkbox"/> MAJOR		44. IF INVENTORIED, LIST I.D. #'S		49. ASSOCIATED BUILDINGS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
		51. IF INVENTORIED, LIST I.D. #'S		50. WHAT TYPE?		
		52. SEE BACK? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				

- 206 A stuccoed house with a brick halfwall veneer, this building has a gabled roof with a gabled roof over the small front porch. est. 1935. (N)
- 207 This is a stuccoed house with a gabled roof and metal casement windows. There is a gabled garage apart from the house to the west. est. 1950. (N)
- 208 This tiny, square-plan house with a low gabled roof has unplastered concrete block walls. est. 1955. (I)
- 209 This is a stuccoed, gabled roof house with aluminum frame windows. est. 1955. (N)
- 210 This ell shaped house has metal casement windows and a gabled roof. est. 1950. (N)
- 211 This is a stuccoed adobe house with wood frame windows, a flat roof with parapet, and exposed viga ends. est. 1930. (C)
- 212 This unplastered adobe house, square-plan with an addition on the west side, has a roof over the core of the house with overhanging eaves. The windows are wood frame and viga ends are visible on the north side. est. 1925. (C)
- 213 Currently undergoing remodeling, this unplastered adobe house has a flat roof, wood and metal casement windows. A room has been added to the west side. est. 1925. (C)
- 214 This is a square-plan stuccoed adobe house with wood and aluminum frame windows. It has a shed roof porch spanning the width of the facade. est. 1930. (C)
- 215 This rectangular-plan stuccoed adobe house with aluminum frame windows has a gabled roof and a shed roof porch spanning the width of the facade. est. 1930. (C)
- 216 This flat roofed unplastered adobe house now is being drastically remodeled. It has new French doors on the facade, the parapet has been heightened considerably by the addition of concrete block, and the doorway has new arched brick surrounds. est. 1930. (C)
- 217 This stuccoed adobe residence has a flat roof, parapet, wood and aluminum frame windows, canales, and a carport adjacent to the house. est. 1930. (C)
- 218 This is a gabled roof house, stuccoed, with aluminum frame windows. est. 1955. (N)
- 219 This unplastered adobe house has wood and aluminum frame windows, a flat roof at two levels, and a porch on the south side. est. 1920. (C)

Assesory Bldg

3.2  
1375  
1250  
68750



060902  
RECO

**Town of Mesilla, New Mexico**

P.O. BOX 10  
MESILLA, NM 88046  
PHONE: (505)524-3262 FAX (505)541-6327

**Application for Building Permit**  
**Certificate of Occupancy, Use and Historic Appropriateness**

Application is hereby for the issuance of a Certificate of Occupancy, Use, and when applicable, a Certificate of Historical Appropriateness.

Application Date: 5/10/2019

Robert Reynolds  
Name of Applicant

575 644 0829  
Telephone Number

2391 Calle de Parion  
Address

Mesilla  
City

NM  
State

88046  
Zip Code

Proposed Use or Occupancy: residence

Zone: historic

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Contractor Tax I.D. #

\_\_\_\_\_  
Contractor License #

**This application includes:**

1. Plot plan with legal description to show existing structures, adjoining, streets, driveway(s), improvements & setbacks.
2. Foundation Plan with details
3. Floor Plans showing rooms, their uses and dimensions
4. Cross Sections of walls
5. Roof and floor framing plan (If manufactured trusses, submit layout of trusses and stamped engineer design plan.)
6. Drainage plan
7. Architectural style and color scheme (Historical zones only)
8. Proof of sewer service or a copy of septic tank permit; proof of water service (well permit or statement from Public Utility providing water service.
9. Recorded proof of ownership with legal description of property (deed or current tax bill)

**All applications for electrical, mechanical/plumbing installations are made at the construction industries division**



**Location & Description of Proposed Work:** Brick path next to house on west and north side. Needed to protect adobe wall from moisture. Adding porch cover over kitchen door (see picture) Post will be installed with cement 16" deep next to door to support porch.

**Estimated Cost:** 2220.  
**Material:** 820  
**Labor:** 1400

Robert Donald  
Signature of Applicant

**Required Setbacks:** Front n/a Rear n/a Side n/a

**PZHAC**  Administrative Approval      **BOT**  Approved  
 Approved       Disapproved  
 Approved with Conditions  Date  Approved w/ Cond.

**FEE:** \$80.00      **RECEIPT #:** \_\_\_\_\_      **ISSUE DATE:** \_\_\_\_\_

**THERE IS A TEN (10) DAY MINIMUM REVIEW PERIOD ON ALL APPLICATIONS (with the exception of administrative approvals)**

**CASE NO.** 060902      **Date Received:** 5/14/9

# Local Election Act FAQ's

**1. When was the Local Election Act passed and when does it become effective?**

The Local Election Act was passed via [House Bill 98](#) by the NM Legislature in 2018. The Act became effective July 1, 2018.

**2. What does the Local Elections Act do?**

- Establishes a statewide Local Election every **November** of odd-numbered years for non-partisan officers and local government ballot questions.
- Establishes a Municipal Officer Election every **March** of even-numbered years.
- Creates uniform procedures for special elections to include, all mail, postage pre-paid ballots.
- Sets uniform election procedures for the conduct, and canvass of all elections
- Increase voter participation by ensuring the public knows when elections are held each year.
- Allows for voters interested in local issues to vote for all non-partisan offices and local questions **at one time using the same rules of conduct each time.**

**3. What type of Districts will be impacted by the Local Election Act?**

The following districts must hold elections during the Local Election:

- School Districts including public school boards and community colleges
- Soil & Water Conservation Districts
- Arroyo Flood Control Districts
- Water & Sanitation Districts
- Special Hospital Districts
- Special Zoning Districts
- In 2023: Conservancy & Watershed Districts
- Municipal Districts have the option of opting-in to the Local Election.

**4. Does the Local Election fall within the Election Cycle, as defined in 1-1-3.1, NMSA, 1978?**

Yes, the Election Cycle is defined as the period beginning on the day after the last general election and ending on the day of the general election.

**5. Under the Local Elections Act, what are the temporary provisions of an elected local government officer's term?**

Term Set to Expire	New Expiration Under Local Election Act	Successive Term under Local Election Act
On or before June 30, 2020	December 31, 2019	January 1, 2020
On or before July 1, 2020	December 31, 2021	January 1, 2022
On or before July 1, 2022	December 31, 2023	January 1, 2024

*\*Term expirations not applicable to conservancy district or watershed district elections.*



**6. What happens if a city (municipality) chooses not to opt-in or takes no action towards the Local Election?**

- Municipal Officer Elections remain in March of even-numbered years (may also include ballot questions).
- The Municipal Election Code and School Board Election Code have been repealed, requiring all elections to follow the uniform procedures of the Election Code.
- The Municipal Clerk will still conduct and pay for regular and special municipal elections.
- The County Clerk will still run recall elections.
- The Municipal Officer Election will fall within the Election Cycle, as defined in 1-1-3.1, NMSA, 1978?

**7. What happens when a city (municipality) chooses to opt-in, by ordinance?**

- Municipal elections will appear on the Local Election ballot each November of the odd-numbered year.
- The County Clerk conduct all regular local elections and special elections.
- The city (municipality) will pay annual assessment to the local election fund.

**8. What is the Local Election Fund?**

The Local Election Fund is a predictable annual assessment is paid by all special districts to the Secretary of State to cover the costs of the Regular Local Election. The purpose of the fund is to reimburse the counties for the costs of conducting and administering regular local elections and paying the administrative costs of the Secretary of State associated with the Local Election Act.

**9. What is the annual assessment?**

The annual assessment is equal to \$250 per one million dollars (\$1,000,000) or minor fraction thereof. Assessments are based on a local government's general fund expenditures for each fiscal year. No assessment based on federal funds received by a local government nor on capital expenditures. No assessment may be collected from a district with less than \$100,000 in expenditures.

**10. As a local government, when do I pay my annual assessment to the Secretary of State?**

The first one-half of the annual assessment is due by January 30, 2019 and the second one-half is due by July 30, 2019. Please email [sos.elections@state.nm.us](mailto:sos.elections@state.nm.us) if you have any questions. Local governments can also make payments in full.

**11. When is the deadline for a local government to opt-in?**

The deadline for a municipality to opt-in is January, 30, 2019.

**12. Under the Local Elections Act, will all special elections be mail-only?**

Yes, all voters in the district will automatically be mailed an absentee ballot to include a return envelope with pre-paid postage; no polling places will be established. Special elections are for ballot questions, including recall elections, but are not used to elect vacancies for local officers. Costs for the special election are the responsibility of the local government calling for the

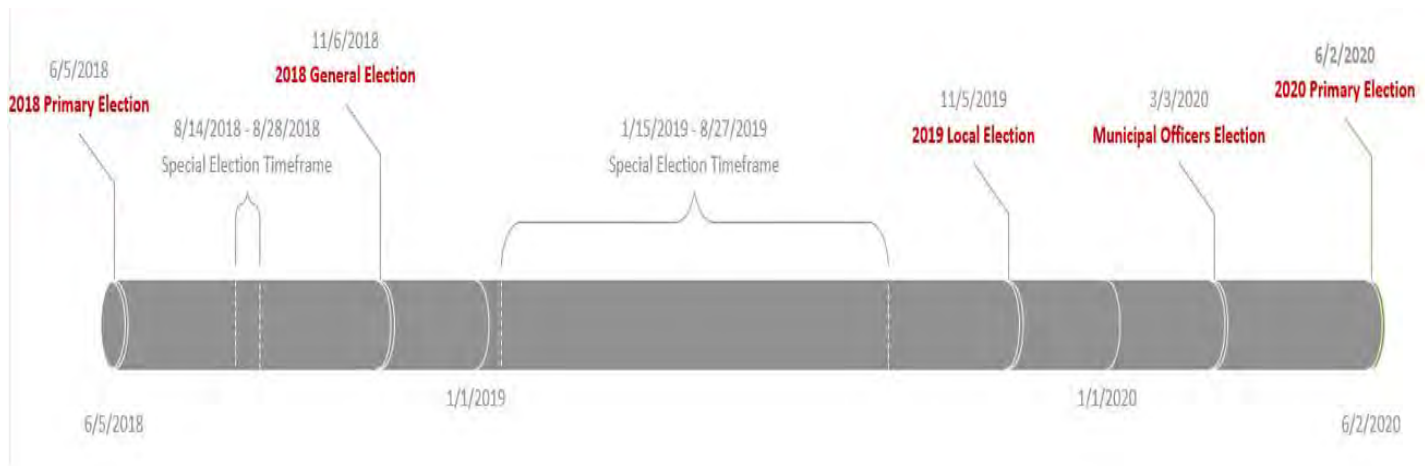
election and costs are reimbursable to the county clerks. Special elections are conducted by the county clerk.

**13. Can Local Election Questions appear on the General Election Ballot?**

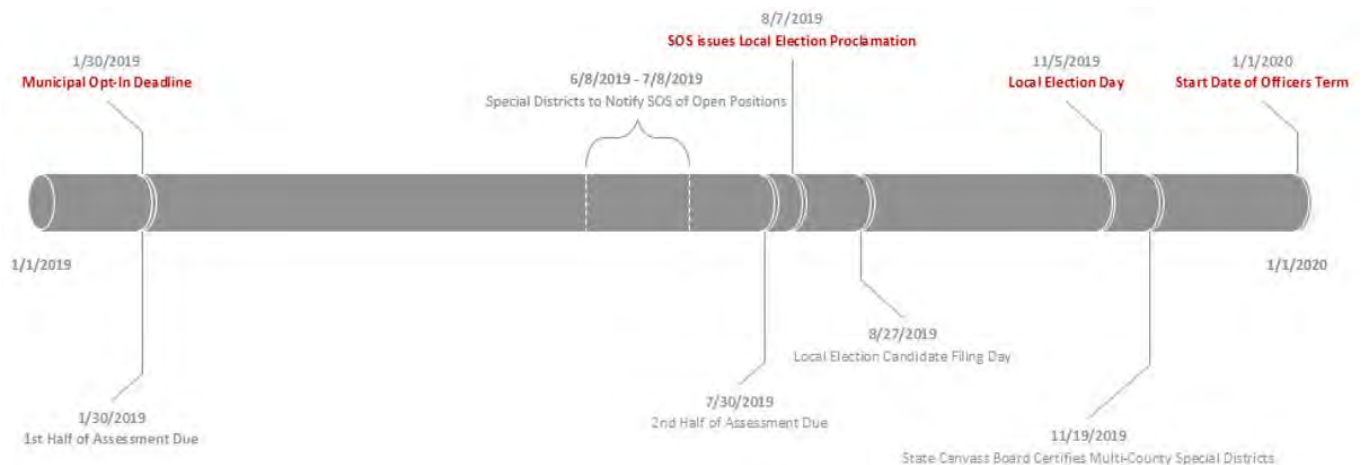
Yes, if there is space on the ballot and the Local Election question has been approved by the county commission no later than 70 days before the election, the question may be placed on the ballot. Currently, school board district questions are prohibited by the NM Constitution from being placed on the General Election Ballot.

**14. What is the current election cycle and what will it be once the Local Election Act is implemented?**

**Current Election Timeline**



**Local Election Act Timeline**





Please submit any questions to [sos.elections@state.nm.us](mailto:sos.elections@state.nm.us)



**RESOLUTION NO. 2019-06**

**A RESOLUTION OF THE TOWN OF MESILLA BOARD OF TRUSTEES  
DESIGNATING THE INCORPORATED TOWN OF MESILLA AS A COLONIA  
WITHIN DONA ANA COUNTY.**

**WHEREAS**, a “Colonia” development as defined by the United States Department of Agriculture has occurred in the incorporated Town of Mesilla, Dona Ana County, New Mexico; and

**WHEREAS**, incorporated or unincorporated communities within the County that lack adequate potable water supplies, adequate sewage systems, and/or decent, safe and sanitary housing are eligible for designation as a Colonia; and

**WHEREAS**, designation as a Colonia is necessary before certain state and federal funds can be made available to improve infrastructure and housing within this community.

**NOW THEREFORE, BE IT HERBY RESOLVED** that the Board of Trustees designates the incorporated Town of Mesilla as a Colonia because sections within our Town Limits lack an adequate potable water supply, adequate sewage system, and/or decent, safe and sanitary housing.

**PASSED, APPROVED AND ADOPTED** this 28<sup>th</sup> day of May 2019.

---

Nora L. Barraza  
Mayor

**ATTEST:**

---

Cynthia Stoechner-Hernandez  
Town Clerk-Treasurer



## **HISTORY & FAQs**

### **New Mexico**

In New Mexico, about 150 colonias have been identified as eligible for one or more of the different colonias funding sources: HUD, USDA, etc. Most are unincorporated long-standing communities. Many of the New Mexico colonias consist of rural small towns that were designated as colonias via county resolutions that cited a lack of adequate water, sewer, and/or safe and sanitary housing. This designation process was pursuant to the original version of Section 916 of the National Affordable Housing Act of 1990 which included a requirement that colonias be designated as such by the respective state or county. This designation requirement was repealed in 1992; however the State found it useful to continue using the designations as a method to assess whether or not those communities met the other requirements of Section 916. Consequently, New Mexico has two distinct types of colonias: entire small towns designated as colonias and subdivision-level colonias. The subdivision-level colonias vary in terms of typology; some are trailer home communities while others follow the iconic homestead colonia development pattern. Much like Texas, many of the plots were sold using contract for deed; and, much like Texas, colonias developers were taking advantage of loopholes in subdivision law. Before 1990, New Mexico law allowed property owners to subdivide their land into four parcels without triggering laws and regulations that control subdivision. After two years, property owners could split their land again, and this process could continue indefinitely, ultimately subdividing large areas into small plots without any requirements for utilities, proper roads, etc. In the early 90s, the New Mexico Attorney General and Doña Ana County began filing lawsuits against developers. Eventually, the subdivision law was amended to be applicable to land divisions into two or more parcels, thus closing the loophole utilized by colonia developers.

SOURCE: <https://www.hudexchange.info/cdbg-colonias/colonias-history/>

### **NM STATE LAW**

Q: What defines a Colonia?

A: As used in the Colonias Infrastructure Act: colonia means a rural community with a population of twenty-five thousand or less located within one hundred fifty miles of the United States-Mexico border that: (1) has been designated as a colonia by the municipality or county in which it is located because of a: (a) lack of potable water supply; (b) lack of adequate sewage systems; or (c) lack of decent, safe and sanitary housing; (2) has been in existence as a colonia prior to November 1990; and (3) has submitted appropriate documentation to the board to substantiate the conditions of this subsection, including documentation that supports the designation of the municipality or county. NMSA 1978, §6-30-3(C).

### **COLONIAS**

Colonias refers to rural communities with a population of twenty-five thousand or less that are located within 150 miles of the US-Mexico border that have been designated as a colonia by the municipality or county due to a lack of potable water supply; lack of adequate sewage systems; or a lack of decent, safe and sanitary housing. Additional requirements include being in existence as a colonia prior to November 1990 and having appropriate documentation submitted to the Colonias Infrastructure Board (CIB).

State funding has been established through the Colonias Infrastructure Project Act of 2010 to assist colonia development, specifically for water systems; wastewater systems; solid waste disposal facilities; flood and drainage control; road infrastructure; or housing infrastructure.

The online application process is administered by the New Mexico Finance Authority (NMFA). Eligible entities include counties, municipalities and other entities recognized as a political subdivision of the state. Funding consists of an 80% grant, a loan component of 10% of the awarded amount and a 10% match. Applications are reviewed by a Legal and Project Management Team. SNMEDD will assist local entities in both making application and grant administration.

SOURCE: <https://www.snmedd.com/colonias/>

## **ADDITIONAL FACTS:**

**PROPERTY VALUES** ARE NOT AFFECTED BY THE PASSING OF THIS RESOLUTION.

THE TOWN OF MESILLA WILL **NOT CHANGE ITS NAME** AFTER THE PASSING OF THIS RESOLUTION.



**RESOLUTION NO. 2019-08**

**A RESOLUTION APPROVING A CAPITAL OUTLAY AGREEMENT  
BETWEEN THE TOWN OF MESILLA AND THE NM ENVIRONMENT  
DEPARTMENT IN THE AMOUNT OF \$250,000 FOR THE  
COMPLETION OF THE MCDOWELL WASTEWATER  
IMPROVEMENTS PROJECT.**

**WHEREAS**, the Board of Trustees, Town of Mesilla, Dona Ana County, State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

**WHEREAS**, the Agreement is identified as SAP 19-D2458-GF.

**NOW THEREFORE, BE IT RESOLVED** by the Town of Mesilla that:

1. Nora L. Barraza, Mayor, is authorized to sign the agreement for this project, and
2. Cynthia Stoechner-Hernandez, Clerk/Treasurer or Rod McGillivray are OFFICIAL REPRESENTATIVES who are authorized to sign and request reimbursement requests and act as a single point of contact concerning all matters related to the grant agreement.

**PASSED, APPROVED AND ADOPTED** this 28<sup>th</sup> day of May 2019.

---

Nora L. Barraza  
Mayor

**ATTEST:**

---

Cynthia Stoechner-Hernandez  
Town Clerk-Treasurer



**STATE OF NEW MEXICO  
DEPARTMENT OF ENVIRONMENT]  
FUND 89200 CAPITAL APPROPRIATION PROJECT  
MESILLA WWATER SYS CONSTRUCT  
SAP 19-D2458-GF**

**THIS AGREEMENT** is made and entered into as of this [\_\_\_\_] day of [\_\_\_\_\_], 20[\_\_\_], by and between the New Mexico Environment Department hereinafter called the “Department” or “NMED”, and Town of Mesilla hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2019, Chapter 277, Section 26, Paragraph 31, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

**SAP 19-D2458-GF (\$250,000.00) APPROPRIATION REVERSION DATE: June 30, 2023  
Laws of 2019 Chapter 277, Section 26, Paragraph 31, Two Hundred Fifty Thousand Dollars  
(\$250,000.00):**

to plan, design and construct a wastewater collection system at McDowell road in Mesilla in Dona Ana county

The Grantee’s total reimbursements shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) minus the allocation for Art in Public Places<sup>1</sup>, if applicable, No Dollars (\$0.00) which equals Two Hundred Fifty Thousand Dollars (\$250,000.00) (the “Adjusted Appropriation Amount”).

<sup>1</sup> The AIPP amount is “an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000).” Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the “Project”; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the “Project Description.” Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT’S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department’s Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as “Notice of Obligation”). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee’s expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee’s Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee’s expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with Third-Party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as “Third-Party Obligations”; and
- (iv) The Grantee’s submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures

<sup>2</sup> “Reimburse” as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a Third-Party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third-Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third-Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.



The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Please provide this information in the Resolution and Signature page; this page does NOT need to be completed.

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: New Mexico Environment Department  
Name: Paulette Ortiz  
Title: Project Administrator  
Address: Construction Program Bureau  
NMED, Harold Runnels Building  
1190 St. Francis Drive S-2072  
Santa Fe, NM 87502

Email: paulette.ortiz@state.nm.us  
Telephone: 505-827-0548

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party’s actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

**ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the “Reversion Date.” Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the

Department. It shall terminate on June 30, 2023 the Reversion Date unless Terminated Before Reversion Date (“Early Termination”) pursuant to Article V herein.

B. The Project’s funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a Third-Party.

**ARTICLE V. EARLY TERMINATION**

**A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days’ advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

**B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department’s decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

**C. Limitation on Department’s Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department’s sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

## **ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

### **D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

## **ARTICLE VII. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

## **ARTICLE VIII. REPORTS**

### **A. Database Reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.



Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

**B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

**ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a Third-Party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a Third-Party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the Third-Party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

**C. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a Third-Party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third-Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

#### **ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
  - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
  - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
  - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex,

sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
  - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
  - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
  - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
  - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
  - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
  - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all sub awards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

#### **ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid,



selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

## **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

## **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

## **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

## **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

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

**ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

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

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

**ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

**ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES (Applicable only if the appropriation is funded by Severance Tax Bonds or General Obligations Bonds).**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department’s failure to inform

Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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Authorization Page

MESILLA WWATER SYS CONSTRUCT SAP 19-D2458-GF

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date of execution by the Department.

**GRANTEE**

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

\_\_\_\_\_  
Entity Name

By: \_\_\_\_\_  
(Type or Print Name)

Its: \_\_\_\_\_  
(Type or Print Title)

\_\_\_\_\_  
Date

**NEW MEXICO ENVIRONMENT DEPARTMENT**

\_\_\_\_\_  
By:

Its: Cabinet Secretary or Designee

\_\_\_\_\_  
Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 1**

I. Grantee Information	II. Payment Computation
A. Grantee: Town of Mesilla	A. Payment Request No.
B. Address:	B. Grant Amount: \$250,000.00
	C. AIPP Amount (if Applicable): \$0.00
	D. Funds Requested to Date:
C. Phone No:	E. Amount Requested this Payment:
D. Grant No: SAP 19-D2458-GF	F. Reversion Amount (if Applicable):
E. Project Title: MESILLA WWATER SYS CONSTRUCT	G. Grant Balance:
F. Grant Expiration Date: 6/30/2023	H. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> X STB (attach wire if first draw)
	I. <input type="checkbox"/> Final Request for Payment (if Applicable)
III. Fiscal Year:	
<i>(The State of NM Fiscal Year is July 1, 20XX through June 30 20XX of the following year)</i>	
IV. <input type="checkbox"/>	<b>Reporting Certification:</b> I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.
V. <input type="checkbox"/>	<b>Compliance Certification:</b> Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.
Grantee Fiscal Officer or Fiscal Agent (if Applicable):	
Grantee Representative:	
Printed Name:	
Date:	
(State Agency Use Only)	
Vendor Code	Fund Code 89200
I certify that the State Agency financial and vendor file information agree with the above submitted information.	
Division (SAP PA) Fiscal Officer/ Date:	Division (CPB) Project Manager/Date:

**SAMPLE NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

**Notice of Obligation to Reimburse Grantee [# 1]**

DATE: [\_\_\_\_\_]

TO: Department Representative: \_Steven Deal

FROM: Grantee: Town of Mesilla

Grantee Official Representative: [\_\_\_\_\_]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: SAP 19-D2458-GF

Grant Termination Date: June 30, 2023

As the designated representative of the Department for Grant Agreement number SAP 19-D2458-GF entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following Third-Party obligation executed, in writing, by the Third-Party's authorized representative:

Vendor or Contractor: [\_\_\_\_\_]

Third-Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]

Third-Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]

Third-Party Obligation Amount: [\_\_\_\_\_]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [\_\_\_\_\_]

The Amount of this Notice of Obligation: [\_\_\_\_\_]

The Total Amount of all Previously Issued Notices of Obligation: [\_\_\_\_\_]

The Total Amount of all Notices of Obligation to Date: [\_\_\_\_\_]

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: [\_\_\_\_\_]

Title: [\_\_\_\_\_]

Signature: [\_\_\_\_\_]

Date: [\_\_\_\_\_]

<sup>1</sup> Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.



**NMED ATTACHMENT A**  
**NEW MEXICO ENVIRONMENT DEPARTMENT**  
**CONSTRUCTION PROGRAMS BUREAU**  
**PROJECT DESCRIPTION**

**Name of Grantee:**                    **Town of Mesilla**  
**Project Number:**                **SAP 19-D2458-GF**

**X**

**X**

---

**Official Representative/Date**

**NMED Project Manager Approval/Date**

**NMED ATTACHMENT B – NMENV TECHNICAL REQUIREMENTS  
TO  
STATE OF NEW MEXICO  
CAPITAL APPROPRIATION FUND AGREEMENT**

**REVIEW**

Upon execution of the agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

- A. The Grantee must submit a detailed project description to NMED Construction Programs Bureau prior to committing to expenditures from these funds. The detailed description will be provided on the Attachment A form. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee prior to this agreement, that are related to the project, for review and, if appropriate, approval.
- B. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit documentation regarding the hiring process to be used and the Request for Proposals (RFP), if applicable, to NMED for review and approval **prior to** selecting engineering and/or other professional services. An RFP for engineering services and/or other professional services must be performed in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If, for any one circumstance, engineering fees will exceed \$60,000, excluding gross receipt taxes, the Grantee is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 888-6161 and e-mail [ptab@acecnm.org](mailto:ptab@acecnm.org).)
- C. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a draft of any engineering agreement and/or other professional services contract, or a letter certifying that the Grantee's staff will be used for design, to NMED for review and approval **prior to** executing the agreement/contract or using Grantee's staff. The required engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on the website at [www.nmenv.state.nm.us/cpb/cpbtop.html](http://www.nmenv.state.nm.us/cpb/cpbtop.html).
- D. A preliminary engineering report (PER) or study by a registered New Mexico Professional Engineer may be required. If a PER or study is to be prepared, the Grantee and their consultant shall meet with NMED before starting any work for a "scoping" meeting to fully discuss the scope and extent of the PER. The consultant shall present their preliminary outline for the PER, including the alternatives to be considered. The Grantee must submit the final PER and/or study to NMED for review and approval before preparation of plans and specifications. The purpose of the PER and/or study is to analyze and choose the most technically feasible and cost effective solution for the project. The PER must follow USDA RUS Bulletin 1780-2.
- E. Grantee agrees not to start the preparation of plans and specifications until NMED approval of the PER, study, or waiver of the report requirement has been received.
- F. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, and any addenda for this project (prepared by a registered New Mexico Professional Engineer) to NMED for review and approval **before** the project is advertised for construction bids.

- G. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review **prior to** advertising for construction. A site certificate certifying that all necessary easements and/or property upon or through which the project is being constructed have been obtained must be submitted prior to the advertisement for bid of the project. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor. The Grantee must submit the recommendation of award, certified bid tabulation, a copy of bid bond for the selected contractor and evidence of full project financing to NMED for review and approval **prior to** awarding the contract. Grantee shall not award the contract until NMED has concurred in writing with the award. Competitive bidding, in accordance with applicable state laws (including local wage determinations as provided for in Section 13-4-11 NMSA 1978), will be used for awarding construction contracts. Contracts will be awarded to the responsive, responsible bidder who submits the lowest acceptable bid, or as provided for by State Law.
- H. Following NMED approval of the proposed award, the Grantee will submit the notice of the award and the minutes of the meeting in which the award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed to NMED for review. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- I. The selected contractor will submit a construction schedule to the Grantee and NMED if requested at the pre-construction conference with a copy to NMED. The Grantee will submit all modifications to plans and contract by change orders to the NMED project manager promptly for review and approval **prior to** implementation of such modification or change. The decision by NMED will be rendered promptly in writing to the Grantee. In cases necessitating immediate action, a verbal decision will be rendered by NMED and followed by a written confirmation to the Grantee.
- J. The Grantee will provide a full-time construction inspector during construction of the project. The Grantee will be required to submit the inspector's résumé to NMED for review and approval. All daily inspection reports shall be made available to the NMED Project Manager upon request.
- K. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans, but will be a general NMED review as described in Article 2 below.
- L. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.
- M. If the grant funds are to be used for construction of wastewater collection lines or water distribution lines, the Grantee will assure NMED that the existing population will connect to the collection system or distribution system within reasonable time after project completion. This will be accomplished by adoption and annual review of an ordinance and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.
- N. NMED will reimburse the grantee its actual costs when NMED determines, in its sole discretion, that expenditures were appropriate under the terms of the Agreement and that the expenditures were properly documented.



## **NMED OVERSIGHT**

NMED inspection, review and approval are only for purposes of compliance with applicable state grant requirements, procedures, statutes and regulations. NMED approval will not be interpreted as any warranty or guarantee of any kind. Approval of plans and design of the project means only that plans are complete and in compliance with applicable state grant requirements, procedures and regulations. NMED will bring to the Grantee's attention, any obvious defects in the project's design, materials or workmanship, but all such defects and their correction will be the responsibility of the Grantee and its contractors and consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and consultants will remain responsible for the completion and success of the project. Approval does not relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

## **CLOSEOUT**

- O. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and NMED.
- P. If the grant funds are to be used for preparation of a PER, a study, or plans and specifications, final payment will be made after approval by NMED of the PER, study, or plans and specifications. Payments do not constitute approval of any of these documents.
- Q. If the grant funds are to be used for purchase of equipment, final payment will be made after approval by NMED of receipt of equipment title and appraisal reports for used equipment.
- R. If the grant funds are to be used for construction, final payment will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:
  - i. Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals;
  - ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee;
  - iii. A certificate of substantial completion including punch list items;
  - iv. A letter certifying project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED for final review and approval;
  - v. Certification letter by the Grantee that the Labor Standards Contract Provisions have been met;
  - vi. Record drawings prepared by the Grantee's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings;
  - vii. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish

receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied;

- viii. A written consent of the surety, if any, to final payment; and
- ix. Grantee's ledger sheets including all payments made by the Grantee may be requested with the final reimbursement request and before the final reimbursement request can be processed by NMED.

With the exception of easements (See Article 1.G above), when real property is acquired by the Grantee, either through purchase or donation as a part of this project and within the project period, the Grantee will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by NMED **prior to** the acquisition of any real property. After real property acquisition, the Grantee will make available to NMED all documents of title pertaining to the acquired property and all easements or rights-of-way necessary for the completion of work under this grant agreement.

NMED Attachment C  
NMED Contact Information Sheet  
Project Number SAP 19-D2458-GF  
Grantee Town of Mesilla

Project Manager: Steven Deal  
Project Manager Address: 2301 Entrada del Sol  
Las Cruces, NM 88001  
Phone: 575-915-1108  
Email: steven.deal@state.nm.us

Project Administration: Paulette Ortiz  
Project Admin Address: 1190 St. Francis Drive S-2072  
Santa Fe, NM 87502  
Phone: 505-827-0548  
Email: paulette.ortiz@state.nm.us

For General Assistance, please call 505-827-2806 and ask for “Special Appropriations” or email:  
[NMENV-cpbsap@state.nm.us](mailto:NMENV-cpbsap@state.nm.us)





NMED Attachment E  
New Mexico Environment Department (NMED)  
Capital Appropriations Certification Document  
Article IX. A. (ii) and (iii)  
Project SAP 19-D2458-GF  
Grantee Town of Mesilla  
Payment Request No \_\_\_\_\_

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

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Official Representative, Signed Name, Printed Name, Date

**NMED Attachment F**  
**SAMPLE Resolution Resolution Number**

**Whereas**, the Board of Directors / Council / Commission of Community / Utility of County Name County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

**Whereas**, the Agreement is identified as SAP Project Number Grant Agreement.

**NOW THEREFORE, BE IT RESOLVED** by the named applicant that:

Name, Mayor / Chair / Director, is authorized to sign the agreement for this project, and

Signatory Name and Signatory Title, or his/her successors are OFFICIAL REPRESENTATIVES who are authorized to sign and request reimbursement requests and act as a single point of contact concerning all matters related to the grant agreement.

**PASSED, APPROVED, AND ADOPTED: \_\_\_\_\_.**

**Name, Mayor/ Chair, Community / Utility**

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**(Signature)**

---

**Date**

**(SEAL)**

**ATTEST:**

**Notary Name, Notary Title**

---

**(Signature)**

---

**Date**



**NMED Attachment G  
SAP Signature Page**

<b>Project Name:</b>	MESILLA WWATER SYS CONSTRUCT
<b>Project Number:</b>	SAP 19-D2458-GF
<b>Official Representative:</b>	
<b>Name</b>	
<b>Title</b>	
<b>Signature</b>	
<b>Address</b>	
<b>E-mail</b>	-
<b>Phone</b>	

<b>Alternate - Official Representative:</b>	
<b>Name</b>	
<b>Title</b>	
<b>Signature</b>	
<b>Address</b>	
<b>E-mail</b>	-
<b>Phone</b>	



**RESOLUTION NO. 2019-08**

**A RESOLUTION SUPPORTING THE  
2020 CENSUS AND PARTICIPATION OF THE  
TOWN IN THE DONA ANA COUNTY  
COMPLETE COUNT (CENSUS) COMMITTEE**

**WHEREAS**, the Town Trustees are advised that the U.S. Constitution establishes that there will be a decennial census conducted by the Federal Government in April 2020 and that such decennial counts have taken place since 1790; and

**WHEREAS**, the Town of Mesilla is committed to ensuring every resident is counted, being mindful of the fact that the Census count requires extensive work, and the Census Bureau requires partners at the state and local level to ensure a complete and accurate count; and

**WHEREAS**, the Census is vital to the Town in that it determines the apportionment of seats in the United States House of Representatives and the New Mexico State Legislature, and is the basis of allocation of Federal and State funding for numerous programs of benefit to the Town; and

**WHEREAS**, by participating in a Complete Committee with Dona Ana County, we will ensure that the public is made aware that the information collected by the census is confidential and protected by law and the surveys the Census Bureau administers are vital tools for economic development and increased employment; and

**WHEREAS**, the Town of Mesilla will participate in the Dona Ana County Complete Count Committee to bring together a cross section of members; and

**NOW THEREFORE, BE IT HERBY RESOLVED** that the Board of Trustees of the Town of Mesilla does support the efforts of the 2020 Census Committee and will serve with the County 2020 Complete Count Committee to ensure that Mesilla residents participate in the 2020 Census.

**PASSED, APPROVED AND ADOPTED** this 28<sup>th</sup> day of May 2019.

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Nora L. Barraza  
Mayor

**ATTEST:**

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Cynthia Stoechner-Hernandez  
Town Clerk-Treasurer