



**THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA WILL HOLD A WORK SESSION ON MONDAY, SEPTEMBER 9, 2019 AT 5:00 P.M. IN THE BOARD ROOM OF THE MESILLA TOWNHALL, 2231 AVENIDA DE MESILLA.**

1. **Discussion:** Revisions to the Town of Mesilla Personnel Rules and Regulations Handbook. – *Cynthia Stoechner-Hernandez, Clerk/Treasurer.*

**THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA WILL HOLD A REGULAR MEETING ON MONDAY, SEPTEMBER 9, 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 Regular Meeting on August 26, 2019.
  - B. **\*PZHAC Case 060951** – 1770 Tierra de Mesilla, submitted by Los Migueles de Mesilla; a request for a zoning permit to allow the installation of a small stand-by generator at the northeast corner of an existing doctor’s office. Zoned: General Commercial (C).
  - C. **\*PZHAC Case 060952** – 2755 Boldt Street, submitted by Daniel J. Jones; a request for a zoning permit to allow a 12-foot by 40-foot addition containing a garage and studio to a dwelling at this address. Zoned: Historical Residential (HR).
6. **NEW BUSINESS:**
  1. **Resolution 2019-19:** A resolution adopting an infrastructure capital improvements plan (ICIP) for the Mesilla Community Center (Senior Programs) 2021-2025 – *Rod McGillivray, Public Works Director.*
  2. **Resolution 2019-20:** A resolution authorizing the participation in the local government transportation fund hardship waiver program administered by the New Mexico Department of Transportation for the Calle del Norte Multi-Use Path Phase II in the amount of \$844,000. – *Rod McGillivray, Public Works Director.*
  3. **For approval: MES2019-08** - an agreement with the Department of Finance and Administration for \$50,000 to purchase equipment for the marshal’s department in Mesilla. – *Cynthia Stoechner-Hernandez, Clerk/Treasurer.*
  4. **For approval: MES2019-09** - an agreement the Department of Finance and Administration for \$142,000 to purchase, equip and install lighting improvements in the historic plaza in Mesilla. – *Cynthia Stoechner-Hernandez, Clerk/Treasurer.*

**7. \*STAFF REPORTS:**

Community Development  
Community Programs  
Finance Department  
Fire Department  
Marshal's Department  
Public Works Department

**8. BOARD OF TRUSTEE COMMITTEE REPORTS**

**9. BOARD OF TRUSTEE/STAFF COMMENTS**

**10. 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 9/6/19 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.

**Classified Employee** should include ALL employees (non-exempt and exempt) in the definition.

**Change Appointment to Applicant.** Appointments tend to be “appointed” by elected officials. For example, the Sheriff “appoints” the Undersheriff; the County Clerk “appoints” the Deputy Clerk, the County Assessor “appoints” the Deputy Assessor, etc. **Applicant is defined as an individual who has filed an application for a vacant position and desires to be considered for appointment to a position with the Town of Mesilla.**

**Delete Candidate and use Applicant instead.**

**Delete the current definition of Regular Employees and the use of regular or classified employees-** too confusing. Regular employees can be classified and vice versa. The term “regular” is more often used to delineate between the following: Temporary position, Fixed Term position, and Grant position with Benefits, Grant position without Benefits, Appointee position, Employment Agreement (contract), or Regular position.

**Delete Acting Employee and incorporate “Temporary Assignment”-** when an employee is assigned additional, significantly higher-level duties to meet operational needs or in order to fill in for a vacant position. Typically, the temporary assignment will begin five (5) workdays after the employee is assigned the additional duties. It will normally run for ninety (90) calendar days; however, the assignment may be extended, with approval of the Mayor or designee, if the conditions are unchanged. In no case should the temporary assignment extend beyond one (1) year. **Side note: this would be applicable to the current situation in the Marshal’s dept. re: Lt. Salas.**

**Add:**

**Class** - one or more positions that are sufficiently alike to warrant using the same (or similar) title, qualification requirements, examination, and pay grade. Sometimes called "Classification."

**Classification Plan** - the sum total of all class specifications in the town service.

**Classified Employee-** An employee holding a classified position who has completed the initial probationary period. A classified employee is entitled to all of the rights and benefits specified in the Town of Mesilla Policies and Procedures. A classified employee may be full-time or part-time.

**Classified Position** – A position approved by the Board of Trustees for which there is a job description and a set salary range with attendant fringe benefits, is subject to recruitment procedures, and for which all employment actions must be based on qualifications.

**Class Specification** - a written description of a class, which includes the position title, a general statement of duties and responsibilities, requirements, and definition of working conditions.

**Compensation Plan** - An organization of positions and compensation for employees set by the Board of Trustees.

**Delete Corrective Action and keep Disciplinary Action**- action taken with regard to an employee that may include reprimand, suspension, demotion, transfer, or termination.

**Due Process- delete classified and regular employee;** Due Process- the right granted to a full-time or part-time classified employee and \* volunteer firefighters who has completed the probationary period, to the pre-determination process for disciplinary actions including suspension, demotion or dismissal. \* Researching to see if volunteer firefighters in the state of NM are required to have due process.

**Delete FLSA Exempt Employee definition and use this language Exempt Employee**- employees occupying positions determined to have met the exemption requirements as defined in Department of Labor regulations relating to the Fair Labor Standards Act, and whose compensation is based on a fixed annual salary.

**Delete FLSA Non-Exempt Employee definition.** Employees can be executive, professional or administrative and NOT meet all of the criteria to be considered exempt. **Non- Exempt Employee**- all employees who are not exempt employees as defined in Department of Labor regulations relating to the Fair Labor Standards Act.

**Add:**

**Family Medical Leave** - leave granted under the Family and Medical Leave Act of 1993 and as amended in 2008, 2010 and 2014.

**Flexible Schedule** – A prearranged and approved work schedule which includes core time, which the employee is, expected to work each day, with the remaining hours worked as determined by mutual arrangement of the employee and supervisor. **This applies to the summer hours that Public Works has or maybe another employee who requests an alternate schedule based on their current situation.**

**Grievance**- delete regular or classified and add: unjust application of discipline, or unjust application, interpretation, or violation of the rules and regulations of the Town or the department for which the employee works.

**Hearing**- a formal review of the facts and circumstances surrounding a personnel action.

**Immediate Family- add:** an individual for whom the employee is a court appointed legal guardian. **Do we offer domestic partner coverage? If so, need to add that language and their dependents.**

**Insubordination- use this language:** failure to obey a direct lawful order of a supervisor someone higher in the chain of command. **Our current language does not specify that it has to come from a supervisor.**

**Add:**

**Leave with Pay-** Authorized absence from work with pay.

**Loudermill-** the informal “due process” or “pre-disciplinary” hearing given to an employee prior to termination, demotion, or suspension of any classified employee.

**Military Leave-** paid leave granted to an employee who is a member of the armed services or air National Guard or a military reservist not to exceed fifteen (15) workdays per calendar year.

**Nepotism** - patronage of one's immediate family as defined in Section 2-4 by providing them employment or position.

**New Hire** - a person not previously employed by the County.

**Nonexempt Employees** - all employees who are not exempt employees as defined in Department of Labor regulations relating to the Fair Labor Standards Act.

**Add:**

**Pay Period** - a two-week period, of which there are twenty-six (26) specified per year.

**Pay Plans** - the salary schedules for salaried exempt and non-exempt employees or any other class(es) of positions.

**Pay Rate** - also called base rate.

**Pay Range** - the minimum, midpoint, and maximum base rates established for each salary grade or pay plan consisting of grades and steps.

**Performance Improvement Plan** – The written plan set by a supervisor to improve performance of an employee including: standards, deficiencies, expectations for improvement, time deadline and a monitoring schedule.

**Performance Evaluation** - an assessment of an employee's work.

**Predetermination Hearing** – A hearing conducted by the County Manager or designee to determine propriety of proposed disciplinary action of suspension, demotion, or dismissal, in order to provide due process.

**Promotion** - the assignment of an employee from one class to another, which has a higher maximum rate of pay, and greater responsibility. Promotion requires that an employee be upgraded and reclassified.

**Regular Employees suggest this definition because a regular employee can be an exempt employee** - classified employees working in positions that have no defined ending date. A regular employee may be full-time or part-time.

**Reclassification suggest this definition:-** reassignment of a position from one class (grade) to a different class (grade) to correct an error in the original assignment or to recognize a change in the duties and responsibilities of a position. Ideally, reclassification should occur when a position is vacant. Reclassification shall not be used solely as a method of awarding an incumbent a salary increase or decrease.

**Reasonable Accommodation** - any modification or adjustment to a job, the work environment, or the way in which the work is customarily done that makes it possible for a qualified individual with a disability to perform the essential functions of the job and ensure equal employment opportunity.

**Re-Hire** - Re-employment of a former employee who left the Town in good standing.

**Reinstatement** - an action whereby an employee is restored to the Town employment after involuntary termination or suspension. Reinstatement may be to a position with pay and benefits comparable to those received at the time of termination or suspension.

**Retirement Date** - the date on which a regular Town employee retires and begins drawing PERA retirement.

**Salary** - payment for work performed that is pre-determined and uniform from one payday to the next and does not depend on the number of hours worked.

**Selection** - the choosing of a candidate for employment.

**Selection Device** - devices used separately or in combination, as appropriate, to obtain the best qualified candidates for vacant positions. Such devices may include, but are not limited to, work sample and performance tests, practical written tests, oral examinations, rating of training and experience, interview, skill tests, and others.

**Separation** - removal of an employee from the payroll for voluntary or involuntary reasons; to include dismissal, resignation, layoff, retirement, abandonment of the job, death, and other reasons.

**Supervisor.** An employee who devotes a substantial amount of work time in supervisory duties, who customarily directs the work of two or more employees and who has authority to recommend the hiring, retaining, promoting, disciplining, adjustment of grievances, or evaluation of other employees. Does not include an individual who occasionally assumes a supervisory role or whose duties are substantially similar to those of subordinates, and does not include lead employees.

**Temporary Assignment** - when an employee is assigned additional, significantly higher-level duties to meet operational needs or in order to fill in for a vacant position. Typically, the temporary assignment will begin five (5) work days after the employee is assigned the additional duties. It will normally run for ninety (90) calendar days; however, the assignment may be extended, with approval of the Mayor or designee, if the conditions are unchanged. In no case should the temporary assignment extend beyond one (1) year.

**Temporary Employee** - an employee who has been appointed to a temporary position in accordance with the personnel rules, who is not eligible to receive leave and benefits, and who is not entitled to rights of grievance and appeal. A temporary employee may be full-time or part-time.

**Temporary Pay Upgrade** - employee compensation for temporarily performing assigned duties or responsibilities of a higher pay grade, provided the temporary upgrade in assignment exceeds more than 28 calendar days.

**Termination-** the resignation, retirement, dismissal, or death of an employee.

**Threat-** oral or written expression or gesture that would be interpreted by a reasonable person as conveying intent to cause physical harm to persons or property. Any indication of impending danger or harm. Any signs or warnings of impending danger or harm.

**Transfer add the following to existing definition:** - assignment of an employee from one position to another in the same salary schedule. May also be assignment of an employee from one work site to another, from one agency to another, to more or less responsible or skilled occupations, or from one operational assignment to another in accordance with existing policy. Transfers may be voluntary or involuntary.

**Unauthorized Absence** - absence from duty without supervisory approval.

**Unclassified Employees** – An employee employed in any position other than a classified position. Unclassified employees are at will and may be terminated for any nondiscriminatory reason and have no layoff rights or recourse to the grievance procedure.

**Unpaid Leave** - Authorized absence from work without pay.

**Vacancy** - an authorized position not occupied by an incumbent which has been approved by the appropriate designated authority for filling.

**Vacation Leave** - leave with pay granted to employees at a specific rate to be used by an employee with prior approval from management.

**Wage** - payment that is calculated according to the number of hours worked and which may fluctuate from one payday to the next as the number of hours worked varies.

**Workplace Violence**- any action, whether verbal, written, or physical aggression that is intended to control, cause or is capable of causing injury or emotional damage to oneself or others or to damage property.

Add the definition for Work Performance Evaluation to the definition under Performance Evaluation.





**BOARD OF TRUSTEES  
TOWN OF MESILLA  
REGULAR MEETING  
MONDAY, AUGUST 26, 2019  
6:00 P.M.**

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- TRUSTEES:** Nora L. Barraza, Mayor  
Stephanie Johnson-Burick, Mayor Pro Tem  
Carlos Arzabal, Trustee  
Jesus Caro, Trustee (ABSENT)  
Veronica Garcia, Trustee
- STAFF:** Cynthia Stohner-Hernandez, Town Clerk/Treasurer  
Kevin Hoban, Fire Chief  
Rod McGillivray, Public Works Director  
Enrique Salas, Lieutenant  
Gloria Maya, Recorder
- PUBLIC:** David Fierro                      Sylvia Fierro  
Anton Magallanez                      Beth Johnson  
Susan Krueger                      Patrick Vigil  
Gisela Alberg

**1. PLEDGE OF ALLEGIANCE**

Mayor Barraza led the Pledge of Allegiance.

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

**Roll Call.**

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

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

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

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

- Mayor Pro Tem Johnson-Burick Yes  
Trustee Arzabal Yes  
Trustee Garcia Yes

1  
2 **4. PUBLIC INPUT** – The public is invited to address the Board for up to 3 minutes.

3 Ms. Krueger stated she wanted to clarify items regarding Resolution 2019-17.

- 4 1) definitions she provided come from Code 18.10.020  
5 2) described Board of Adjustment duties  
6 3) Chapter 18 states sign must be placed on the same lot business is located  
7

8 Mr. Magallanez stated Moy Survey is a proposed tenant for the property at 1985 Colon and are excited to  
9 be a part of the community. Cases are handled on a case by case situation which does not set precedent.

10  
11 Mr. Fierro stated improvements to 1985 Colon have been made according to Mesilla's codes. Renting the  
12 property as residential has been difficult due to the proximity to Palacio Bar. Granting the request for a  
13 zone change will be an asset to the town. Palacio Bar has also requested a zone change. Thanked the  
14 Planning and Zoning and town staff for all they have done in assisting us.

15  
16 Ms. Johnson stated the property is hard to rent as a residence with the bar next to the property.

17  
18 **5. CLOSED SESSION** – pursuant to NMSA 1978 Chapter 10-15-1(H)(2): discussion limited  
19 to personnel matters in the Marshal's Department. – *Nora L. Barraza, Mayor.*

20 **Motion:** To enter Closed Session – pursuant to NMSA 1978 Chapter 10-15-1(H)(2): discussion limited to  
21 personnel matters in the Marshal's Department, **Moved by Trustee Arzabal, Seconded by Trustee**  
22 **Garcia.**

23  
24 **Roll Call Vote:** Motion passed (summary: Yes =3).  
25 Mayor Pro Tem Johnson-Burick Yes  
26 Trustee Arzabal Yes  
27 Trustee Garcia Yes

28  
29 Entered Closed Session at 6:22 p.m.  
30

31 **Motion:** To enter Regular Meeting after discussion limited to personnel matters in the Marshal's  
32 Department pursuant to NMSA 1978 Chapter 10-15-1(H)(2) - no action taken, **Moved by Trustee**  
33 **Arzabal, Seconded by Trustee Garcia**

34  
35 **Roll Call Vote:** Motion passed (summary: Yes =3).  
36 Mayor Pro Tem Johnson-Burick Yes  
37 Trustee Arzabal Yes  
38 Trustee Garcia Yes  
39

40 Enter Regular Meeting at 6:42 p.m.  
41

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

44 Trustee Arzabal requested item D under New Business be placed on the consent agenda.

1  
2 **Motion:** To approve consent agenda as amended, Moved by Trustee Arzabal, Seconded by Trustee  
3 Garcia.

4  
5 **Roll Call Vote:** Motion passed (summary: Yes =3).

6 Mayor Pro Tem Johnson-Burick Yes

7 Trustee Arzabal Yes

8 Trustee Garcia Yes

9  
10 **Motion:** To approve consent agenda as amended, Moved by Trustee Arzabal, Seconded by Mayor Pro  
11 Tem Johnson-Burick.

12  
13 **Roll Call Vote:** Motion passed (summary: Yes =3).

14 Mayor Pro Tem Johnson-Burick Yes

15 Trustee Arzabal Yes

16 Trustee Garcia Yes

17  
18 A. **\*BOT Minutes** – Minutes of a Regular Meeting on August 12, 2019. *Approved by*  
19 *consent agenda*

20 B. **\*PZHAC Case Z19-002** – 1985 Calle de Colon, submitted by Sylvia J. and David B.  
21 Fierro; an application for a zone change from Historical Residential (HR) to Historical  
22 Commercial (HC) for a 7749 square foot residential parcel located adjacent to the west side  
23 of Palacio’s Bar. *Approved by consent agenda \*\* Cannot go back to HR once approved*  
24 *HC.*

25 C. **\*PZHAC Case Z19-003** – 2600 Avenida de Mesilla, submitted by Velia Chavez; an  
26 application for a zone change from Historical Residential (HR) to Historical Commercial  
27 (HC) for a 1552 square foot parcel that contains Palacio’s Bar. *Approved by consent*  
28 *agenda \*\* Cannot go back to HR once approved HC.*

29 D. **\*PZHAC Case 060944** – 2630 Calle Segunda, submitted by Patrick A. Vigil for Theodore  
30 Calhoun; a request for a zoning permit to construct a new dwelling on a vacant residential  
31 property at this address. Zoned: Historical Residential (HR). *Approved by consent agenda*

32 E. **\*PZHAC Case 060940** – 306 Capri Arc, submitted by Suzanne M. Brannan for Joseph W.  
33 Rogers; a request to discuss plans to eliminate a lot line between two parcels to create one  
34 residential parcel at this address. Zoned: Single Family Residential (R-1). *Approved by*  
35 *consent agenda*

36  
37 **7. NEW BUSINESS:**

38 A. **Discussion:** Revisions to the Town of Mesilla Personnel Rules and Regulations Handbook.  
39 – *Cynthia Stoechner-Hernandez, Clerk-Treasurer.*

40 Ms. Stoechner-Hernandez reviewed the revisions and the timeline.

41 - September 9<sup>th</sup> work session

42 - September 23<sup>rd</sup> work session if needed

43 - September 23<sup>rd</sup> possible approval

44 - Go into October if needed

1 Trustee Arzabal recommended questions or suggestions be sent to Ms. Stoechner-Hernandez which she  
2 will forward to the trustees, so we are prepared for the work session on September 9<sup>th</sup> at 5:00 p.m.

3  
4 Mayor Barraza asked that the suggestions or comments be submitted no later than September 3<sup>rd</sup>.

5  
6 Mayor Pro Tem Johnson-Burick stated she reviewed the City of Las Cruces and Dona Ana County's  
7 policy which resemble one another. She will forward her recommendations and looks forward to getting  
8 the project done.

9  
10 **B. Resolution 2019-16:** A resolution adopting an infrastructure capital improvements plan  
11 (ICIP) for 2021-2025 – **Rod McGillivray, Public Works Director.**

12 Mr. McGillivray reviewed the ICIP projects (top 8). We do not want to get NMED loans for these  
13 projects.

- 14 1) Mesilla Hills Booster Pumps; replacement for rabbit hole at Mesilla Hills
- 15 2) Marshal Department vehicles
- 16 3) Calle de Norte Multi-Use Path – awarded \$801K Special Project Funding
- 17 4) Calle de Picacho drainage system – cost at \$165K
- 18 5) Public Safety Building Refurbishing
- 19 6) Purchase of Small Sweeper
- 20 7) Purchase Playground equipment
- 21 8) Scada System which monitors the wells

22  
23 Mayor Barraza stated we have had major issues with the rabbit hole which is a money pit. The total cost  
24 for ICIP projects is \$1,012,200.00

25  
26 Trustee Arzabal stated all departments are being helped.

27  
28 **Motion:** To approve Resolution 2019-16: A resolution adopting an infrastructure capital improvements  
29 plan (ICIP) for 2021-2025, **Moved by Trustee Arzabal, Seconded by Mayor Pro Tem Johnson-**  
30 **Burick.**

31  
32 Mayor Pro Tem Johnson-Burick asked if we can incorporate the sidewalk safety issues in future planning.  
33 One sidewalk repair estimate came in at \$5K.

34  
35 Mr. McGillivray responded there are a lot of sidewalks that are not in compliance. He submitted a grant  
36 request to the AARP for sidewalk improvement which he did not get. Item 31505 (sidewalks) for 2025  
37 can be moved to item 3 for 2022.

38  
39 Mayor Barraza stated the sidewalk project could come in at \$25K.

1 Mayor Pro Tem Johnson-Burick stated many items are “grandfathered in” and with the Historical  
2 Preservation we may be protected.

3  
4 Trustee Garcia asked if the SCADA controls will be compatible with the upgrades to the booster.  
5

6 Mr. McGillivray responded everything will be monitored electronically.  
7

8 Mayor Barraza responded we do not have to approve the booster pump to approve the Scada System.  
9

10 Mr. McGillivray stated it can still be used whether the booster is upgraded or not.

11  
12 Mayor Barraza stated Mr. McGillivray held two (2) public meetings; no one was in attendance at either.  
13 We will invite the legislators to a brunch along with the other entities to make presentations.  
14

15 **Roll Call Vote:** Motion passed (summary: Yes =3).

16 Mayor Pro Tem Johnson-Burick Yes

17 Trustee Arzabal Yes

18 Trustee Garcia Yes  
19

20 **C. Resolution 2019-17:** A resolution by the Board of Trustees denying an appeal on Case  
21 V2019-002 submitted by Ms. Susan Krueger. – *Nora L. Barraza, Mayor.*

22 **Motion:** To approve Resolution 2019-17: A resolution by the Board of Trustees denying an appeal on  
23 Case V2019-002 submitted by Susan Krueger, **Moved by Trustee Arzabal, Seconded by Trustee**  
24 **Garcia.**

25  
26 **Roll Call Vote:** Motion passed (summary: Yes =3).

27 Mayor Pro Tem Johnson-Burick Yes

28 Trustee Arzabal Yes

29 Trustee Garcia Yes  
30

31 **D. Resolution 2019-18:** A resolution authorizing and approving submission of a completed  
32 application for financial assistance and project approval to the New Mexico Finance  
33 Authority for to purchase and equip two vehicles in the amount of \$106,000 for the  
34 Marshal’s Department to be paid from the Law Enforcement Fund. – *Cynthia Stoehner-*  
35 *Hernandez, Clerk-Treasurer. Approved by consent agenda*  
36

37 **E. For approval:** an agreement with the City of Las Cruces for the use of the Las Cruces  
38 Public Safety Training Tower – *Kevin Hoban, Fire Chief.*

39 Fire Chief Hoban stated departments around the region signed a letter of support to build a training tower  
40 and camp at the airport. The City of Las Cruces has resolved their issue with outside agencies using the  
41 training facility. The agreement has been reviewed by legal counsel. It is that we agree to be good  
42 stewards of the facility. This is a great opportunity due to the props on the site and this is at no cost to the  
43 town.  
44

1 **Motion:** To approve an agreement with the City of Las Cruces for the use of the Las Cruces Public Safety  
2 Training Tower, **Moved by Mayor Pro Tem Johnson-Burick, Seconded by Trustee Arzabal.**

3  
4 Trustee Garcia asked if there are consequences if we do not clean up after ourselves.

5  
6 Fire Chief Hoban stated he will not allow that to happen.

7  
8 Mayor Pro Tem Johnson-Burick asked if there has been an MOU with Dona Ana County.

9  
10 Fire Chief Hoban responded their facility was built before the city's facility was built. They still have  
11 issues that need to be worked out. Dona Ana County Fire Chief Hempel is in support of outside agencies  
12 using the county's facility. The goal of the regional fire chiefs is to have training at both facilities.

13  
14 **Roll Call Vote:** Motion passed (**summary:** Yes =3).

15 Mayor Pro Tem Johnson-Burick Yes

16 Trustee Arzabal Yes

17 Trustee Garcia Yes

18  
19 **8. BOARD OF TRUSTEE COMMITTEE REPORTS**

20 Trustee Arzabal stated the CEO meeting will be held in October.

21  
22 Mayor Pro Tem Johnson-Burick stated MPO meeting was held on August 14. Reviewed projects

- 23 - Valley drive completed by February 2020
- 24 - I-25 interchange and roundabout will begin January 2020
- 25 - Guardrail project – itemizing punch list
- 26 - Highway work from mile 116 to interchange
- 27 - MPO meeting 2<sup>nd</sup> Wednesday in September at the City Chambers

28 Mayor Barraza stated auditors were here last week; should be getting some results within the next two (2)  
29 months. Cervantes Law Firm purchased tickets to the Friday, August 23<sup>rd</sup> Chihuahua Baseball game for  
30 town staff; she had the opportunity to throw out one of the first pitches. The New Mexico Municipal  
31 League will hold their conference from August 28<sup>th</sup> through the 30<sup>th</sup> in Las Cruces; Military Civilian  
32 Luncheon will be held on Wednesday, August 28<sup>th</sup>; Bohannon Huston will be hosting a reception on  
33 Thursday, August 29<sup>th</sup>. The town offices will be closed on Monday, September 2<sup>nd</sup> in observance of  
34 Labor Day. New Mexico Department of Transportation will hold a stakeholders meeting on September  
35 5<sup>th</sup> at 1:00 p.m. regarding the University Ave Project; public meeting will be held on September 10<sup>th</sup> at  
36 5:30 p.m. at the Community Center. The Diez y Seis de Septiembre fiesta will be held on the 14<sup>th</sup> and  
37 15<sup>th</sup>.; parade will be on Saturday the 14<sup>th</sup>. The next Board of Trustees' meeting will be held on Monday,  
38 September 9<sup>th</sup>; work session at 5:00 p.m.

39 **9. BOARD OF TRUSTEE/STAFF COMMENTS**

40 Mayor Pro Tem Johnson-Burick hopes everyone had a wonderful time at the baseball game. She is  
41 greatly appreciative to Cervantes Law Firm for the tickets.

42  
43 Mayor Barraza congratulated Trustee Garcia who will be receiving her Certified Municipal Official  
44 certification at the Municipal League Meeting.

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**10. ADJOURNMENT**

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

MEETING ADJOURNED AT 7:19 P.M.

APPROVED THIS 9<sup>th</sup> DAY OF SEPTEMBER, 2019.

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

ATTEST:

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

Draft

**BOT ACTION FORM**  
**ZONING PERMIT 060951**  
**[PZHAC REVIEW – 9/3/19]**  
**STAFF ANALYSIS**

**Item:**

**Case 060951** – 1770 Tierra de Mesilla, submitted by Los Migueles de Mesilla; a request for a zoning permit to allow the installation of a small stand-by generator at the northeast corner of an existing doctor’s office. Zoned: General Commercial (C).

**DESCRIPTION OF REQUEST:**

The applicant would like to install a small back-up generator alongside the Doctor’s office at this address. The generator will be fired by natural gas and is the type that is normally sold at home improvement outlets such as Home Depot or Lowes. It will only be used in case of a power failure. The size is about 4 feet long by about 2 feet wide and high and it has a metal cover that has an appearance similar to a ground mounted air conditioner (see attached specs). The generator will be fairly quiet when in use.

The generator will be located at the outside of the northeast corner of the building behind some bushes that are on the property. This is the side of the building that is parallel to Tierra de Mesilla. Installation of the generator at the proposed location will not change the style or character of the building. The existing shrubs near this portion of the property will further help conceal the generator from view.

**ESTIMATED COST: @ \$10,000.00**

**CONSISTENCY WITH THE CODE:**

The PZHAC will need to determine that the proposed generator will be compatible with the General Commercial (C) Zoning of the property and if it will need to be screened.

**Findings:**

- The PZHAC has jurisdiction to review and approve this request.
- The proposed work consists of installing a small back-up generator for the doctor’s office at this address.
- The PZHAC has determined that the proposed generator meets all applicable Code requirements.

**PZHAC ACTION:**

*The PZHAC determined that the installation of the generator as proposed will not be detrimental to the area or the Town 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:**



# 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: [R0401241](#)

Parcel Number: 4006137282262

Owner: MIGUELES DE MESILLA LLC

Mail Address: 3705 SELENE CT

Subdivision: MERCADO DE LA  
MESILLA PHASE 3B (BK 20 PG 163-164  
- 0231702)

Property Address: 1770 TIERRA DE  
MESILLA

Acres: 0



**PHOTO OF PROPERTY FROM TIERRA DE MESILLA SHOWING PROPOSED LOCATION**



20 kW

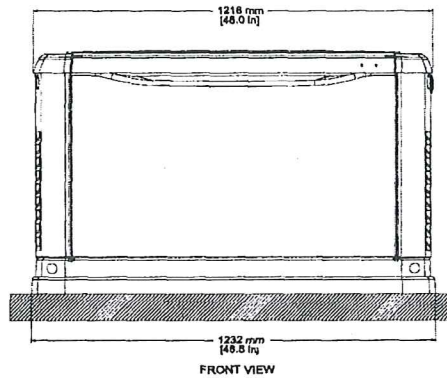
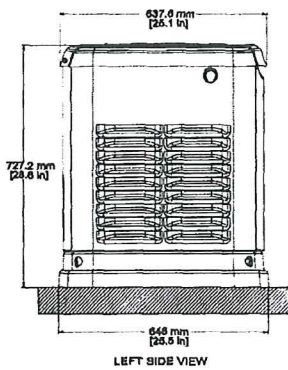
available accessories

Model #	Product	Description
G005819-0	26R Wet Cell Battery	Every standby generator requires a battery to start the system. Generac offers the recommended 26R wet cell battery for use with all air-cooled standby product (excluding PowerPact®).
G007101-0	Battery Pad Warmer	The pad warmer rests under the battery. Recommended for use if the temperature regularly falls below 0°F. (Not necessary for use with AGM-style batteries).
G007102-0	Oil Warmer	Oil warmer slips directly over the oil filter. Recommended for use if the temperature regularly falls below 0°F.
G007027-0 - Bisque	Fascia Base Wrap Kit	The fascia base wrap snaps together around the bottom of the new air cooled generators. This offers a sleek, contoured appearance as well as offering protection from rodents and insects by covering the lifting holes located in the base.
G005703-0 - Bisque	Paint Kit	If the generator enclosure is scratched or damaged, it is important to touch-up the paint to protect from future corrosion. The paint kit includes the necessary paint to properly maintain or touch-up a generator enclosure.
G006485-0	Scheduled Maintenance Kit	Generac's scheduled maintenance kits provide all the hardware necessary to perform complete routine maintenance on a Generac automatic standby generator.
G006463-4*	Mobile Link™ — Cellular	Generac's Mobile Link allows you to check the status of your generator from anywhere you have access to an Internet connection from a personal computer or with any smart device.
G007005-0*	Wi-Fi LP Fuel Level Monitor	The Wi-Fi enabled LP fuel level monitor provides constant monitoring of the connected LP fuel tank. Monitoring the LP tank's fuel level is an important step in making sure your generator is ready to run during an unexpected power failure. Status alerts are available through a free application to notify when your LP tank is in need of a refill.

\*Only applicable for the United States.

dimensions & UPCs

Dimensions shown are approximate. Refer to installation manual for exact dimensions. DO NOT USE THESE DIMENSIONS FOR INSTALLATION PURPOSES.



Model	UPC
G007077-0	696471002522



Generac Power Systems, Inc. • S45 W29290 HWY. 59, Waukesha, WI 53189 • generac.com

©2017 Generac Power Systems, Inc. All rights reserved. All specifications are subject to change without notice. Part No. 1000003872-0 6/5/17

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

**OFFICIAL USE ONLY:**  
Case # 060951  
Fee \$ 25.50

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

CASE NO. 060951 ZONE: C CODE: AC APPLICATION DATE: 9/21/19

Los Migueles de Mesilla  
Name of Applicant/Owner

PO BOX 1628 MESILLA NM 88046  
Applicant's Telephone Number

ADRIAN - MICHAEL @ YAHOO.COM  
Applicant's/Owner's Mailing Address City State Zip Code

Edward J MICHAEL (505-417-9147)  
Applicant's/Owner's E-mail Address

505-269-7144 #02369307000 391337  
Contractor's Name & Address (If none, indicate Self) Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number

1770 Tierra DA Mesilla - Mesilla NM  
Address of Proposed Work:

FN STAIL - Standby Generator  
Description of Proposed Work:

\$ 10,000.00 [Signature] 9/21/19  
Estimated Cost Signature of Applicant Date

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  Approved Date: \_\_\_\_\_  BOT  Approved Date: 1  
 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  
LL

PERMISSION ISSUED/DENIED BY: \_\_\_\_\_ ISSUE DATE: \_\_\_\_\_

- This Application will include the following, if checked:
- Plot plan with legal description to show existing structures, adjoining streets, driveway(s), improvements & setbacks. Verification shall show that the lot was **legally** subdivided through the Town of Mesilla or that the lot has been in existence prior to February 1972.
  - Site Plan with dimensions and details.
  - Proof of legal access to the property.
  - Drainage plan.
  - Architectural style and color scheme – diagrams or elevations (Historical and commercial zones only).
  - Proof of sewer service or a copy of septic tank permit; proof of water service (well permit or statement from the Public Utility providing water services).
  - Other information as necessary or required by the City Code or Community Development:

**BOT ACTION FORM**  
**ZONING PERMIT 060952**  
**[PZHAC REVIEW – 9/3/19]**  
**STAFF ANALYSIS**

**Item:**

**Case 060952** – 2755 Boldt Street, submitted by Daniel J. Jones; a request for a zoning permit to allow a 12-foot by 40-foot addition containing a garage and studio to a dwelling at this address. Zoned: Historical Residential (HR)

**DESCRIPTION OF REQUEST:**

The applicant would like to install a small back-up generator alongside the Doctor’s office at this address. The generator will be fired by natural gas and is the type that is normally sold at home improvement outlets such as Home Depot or Lowes. It will only be used in case of a power failure. The size is about 4 feet long by about 2 feet wide and high and it has a metal cover that has an appearance similar to a ground mounted air conditioner (see attached specs). The generator will be fairly quiet when in use.

The generator will be located at the outside of the northeast corner of the building behind some bushes that are on the property. This is the side of the building that is parallel to Tierra de Mesilla. Installation of the generator at the proposed location will not change the style or character of the building. The existing shrubs near this portion of the property will further help conceal the generator from view.

**ESTIMATED COST: @ \$10,000.00**

**CONSISTENCY WITH THE CODE:**

The PZHAC will need to determine that the proposed generator will be compatible with the General Commercial (C) Zoning of the property and if it will need to be screened.

**Findings:**

- The PZHAC has jurisdiction to review and approve this request.
- The proposed work consists of installing a small back-up generator for the doctor’s office at this address.
- The PZHAC has determined that the proposed generator meets all applicable Code requirements.

**PZHAC ACTION:**

*The PZHAC determined that the proposed addition will not be detrimental to the area or the Town 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:**

# 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: [R0401046](#)

Parcel Number: 4006137390458

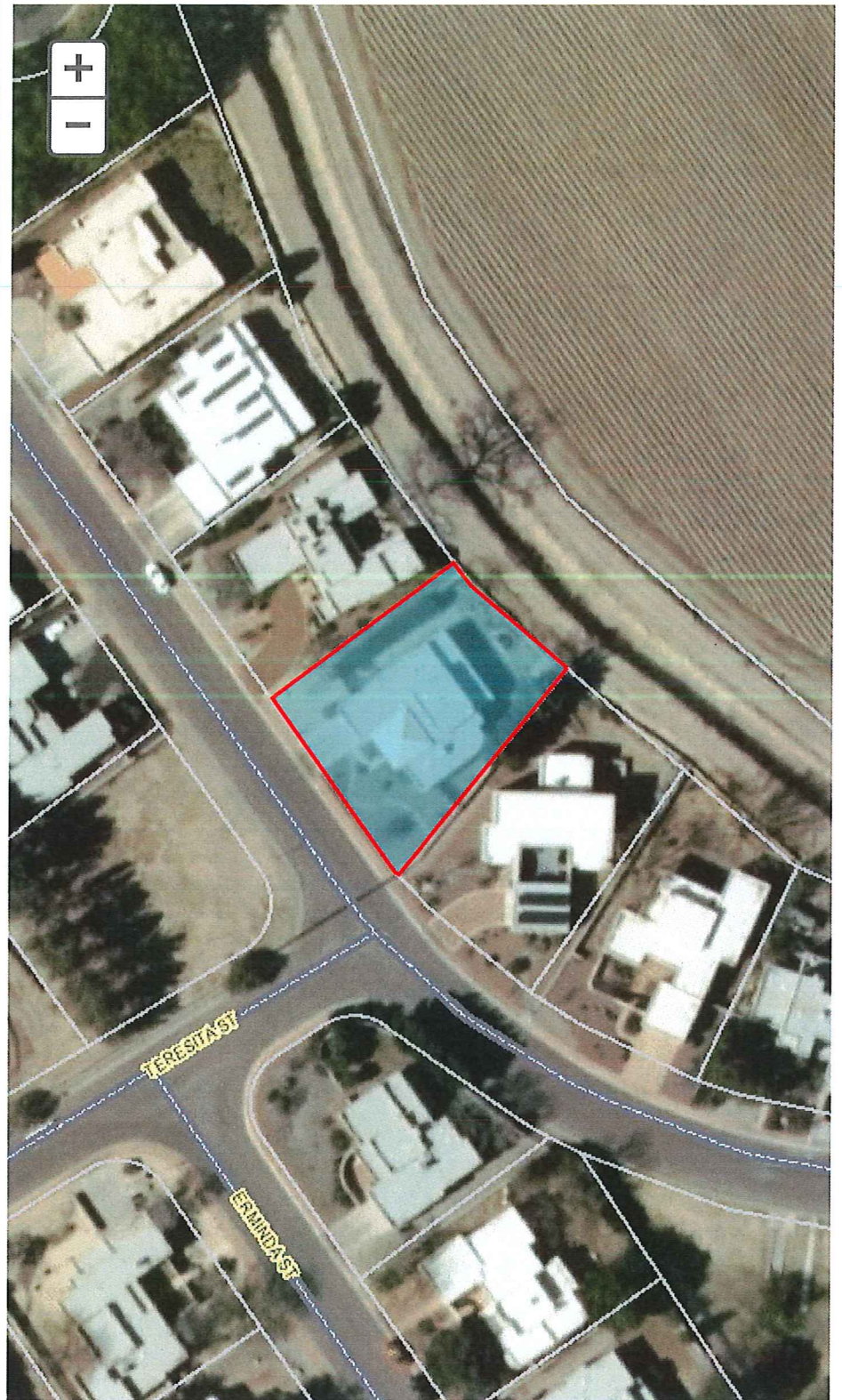
Owner: JONES DANIEL J

Mail Address: 2755 BOLDT ST

Subdivision: MESILLA FARMS  
SUBDIVISION (BK 15 PG 389-390 -  
8822094)

Property Address: 2755 BOLDT ST

Acres: 0



**VIEW OF PROPERTY FROM BOLDT STREET SHOWING LOCATION OF PROPOSED ADDITION**



August 8, 2019

RE: An addition of a single stall garage/hobby area on the north side of the home at 2755 Boldt Street (Lot 2, Block A, Mesilla Farms Subdivision), Mesilla  
Owners of Record: Dan Jones & Teresa Griffith

Dear Board Members and Town of Mesilla,

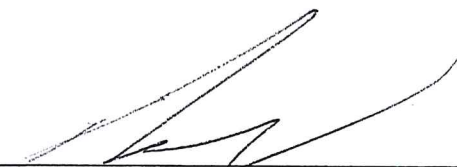
The architectural committee has researched the impact of the homeowners' request to add a 12' x 40' garage/hobby shop to their existing residence. The expansion of the home's footprint will be on the north side, not extending into the home's front setback.

The plans & description of the work to be done furnished by the owner indicates the addition will fit into the Town of Mesilla's historic residential requirements and it is assumed that the work will be performed in a professional manner. The permittees stated that the homeowner to the north, who will be most impacted by the construction, has no objection to the proposed addition. The Mesilla Farms Homeowners Association approves the issuing of a permit for the described work from the Town of Mesilla.

Sincerely,



Eric Van Pelt  
Architectural Committee



---

Concurrence By: Kevin McBride, Mesilla Farms HOA President



This Document has been e-Recorded as

Reception No. 1900157 on 01-02-2019

In the office of the Dona Ana County Clerk

Southwestern Abstract & Title Co.  
232-TM-2018/vy

### WARRANTY DEED

Christopher P. Barela, an unmarried man, for consideration paid, grant to Daniel J. Jones, a married man as his sole and separate property whose address is 2755 Boldt Street, Las Cruces, the following described real estate in Dona Ana County, New Mexico: New Mexico 88005

**Lot 12, Block C, MESILLA FARMS SUBDIVISION, in the Town of Mesilla, Dona Ana County, New Mexico, as shown and designated on the plat thereof, filed in the office of the County Clerk of said County on December 9, 1988, in Book 15 Page(s) 389-390 of Plat Records.**

SUBJECT TO: Restrictions, Reservations and Easements of record.

with warranty covenants.

Witness my hand this 2nd day of January, 2019 .

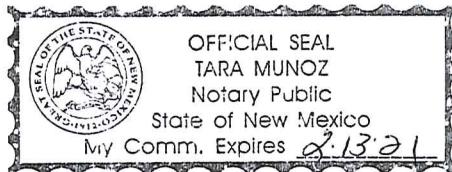
  
Christopher P. Barela

STATE OF NEW MEXICO  
COUNTY OF DOÑA ANA

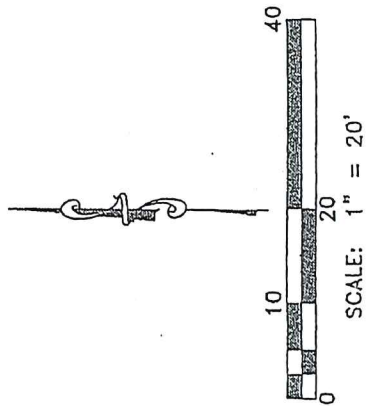
This instrument was acknowledged before me on this 2 day of January, 2019 by Christopher P. Barela.

  
Signature of notarial officer

My commission expires: 2-13-21



PLAT OF SURVEY OF LOT 12, BLOCK C  
 MESILLA FARMS SUBDIVISION  
 AS RECORDED DECEMBER 9, 1988 IN PLAT BOOK 15, PAGES 389-390  
 OF THE DOÑA ANA COUNTY RECORDS  
 TOWN OF MESILLA, DOÑA ANA COUNTY, NEW MEXICO  
 SCALE: 1" = 20'  
 SEPTEMBER 14, 2011

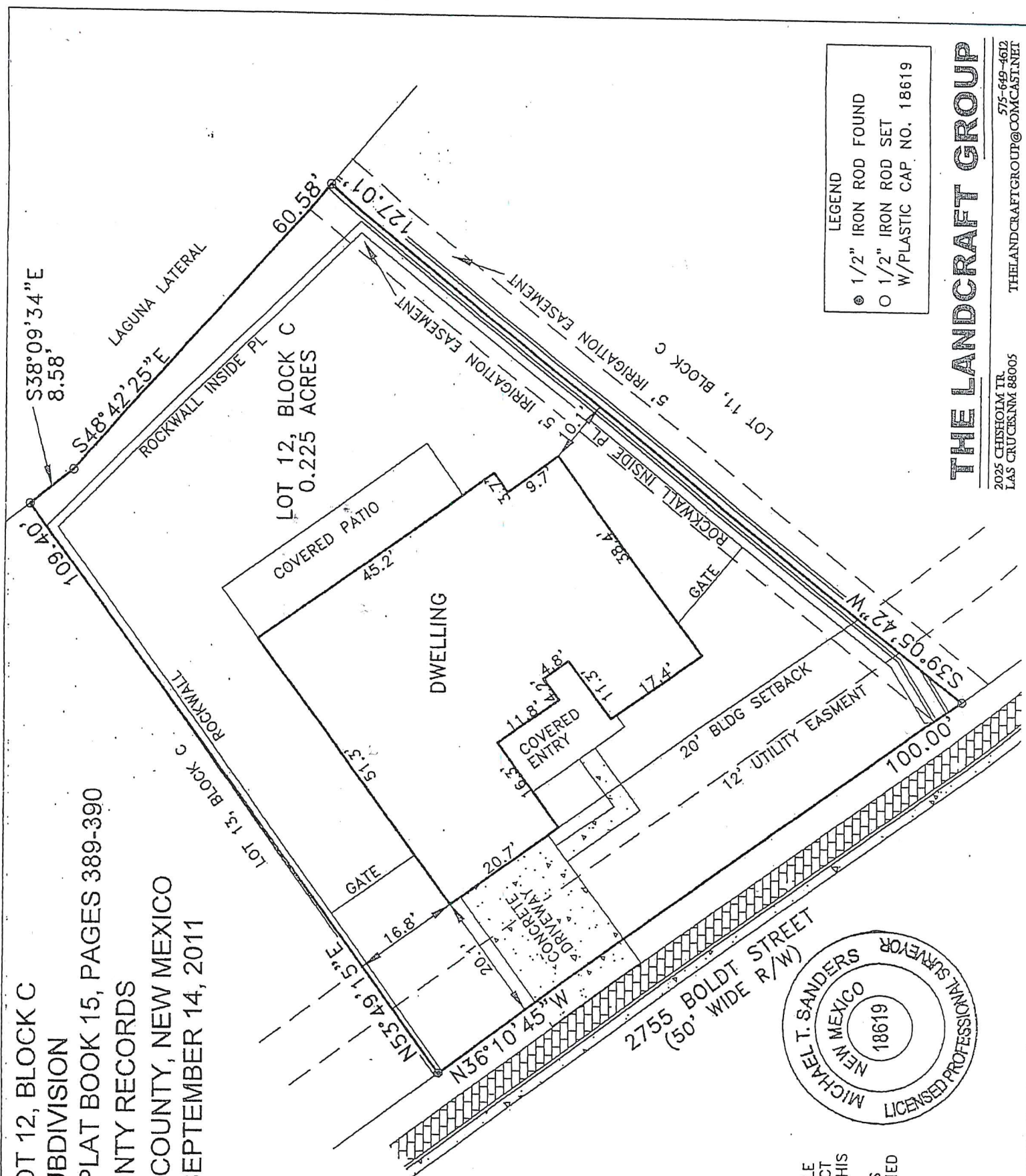
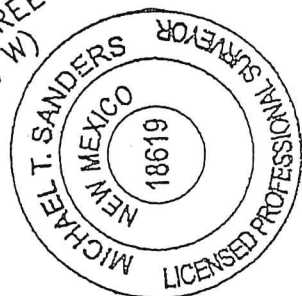


THIS PARCEL OF LAND IS IN FLOOD ZONE "X"  
 OF THE FEDERAL EMERGENCY MANAGEMENT  
 AGENCY'S FLOOD INSURANCE RATE MAPS.

SURVEYOR'S CERTIFICATION

I, MICHAEL T SANDERS, A NEW MEXICO PROFESSIONAL SURVEYOR CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED BY THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

*Michael T. Sanders*  
 MICHAEL T. SANDERS, PLS 18619  
 DATE 9-14-11



LEGEND

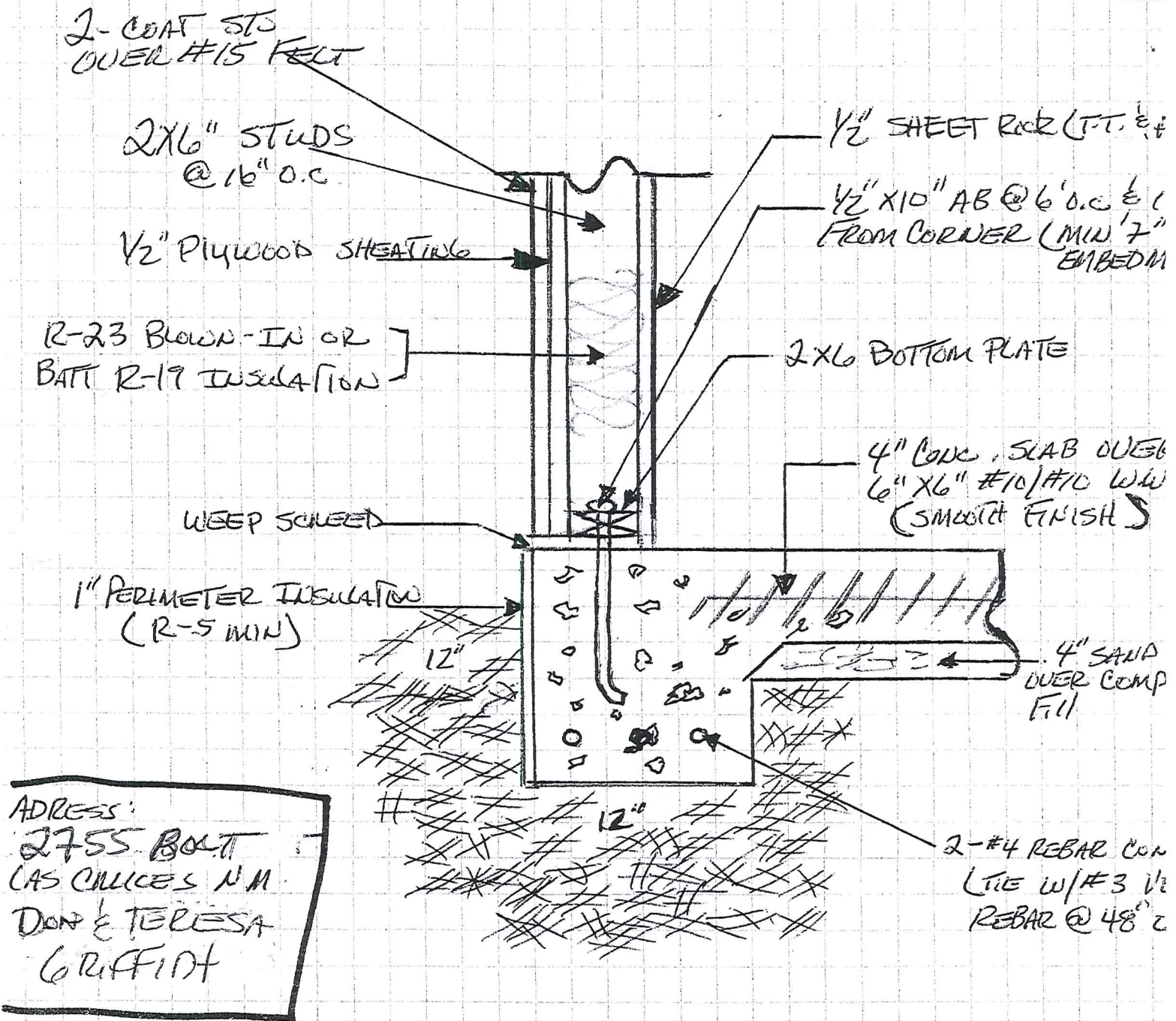
- ⊙ 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET W/PLASTIC CAP. NO. 18619

**THE LANDCRAFT GROUP**

2025 CHISHOLM TR.  
 LAS CRUCES, NM 88005  
 575-649-4612  
 THELANDCRAFTGROUP@COMCAST.NET

③ ALL PRESSURE PRESERVATIVE TREATED LUMBER THAT IS CUT OR DRILLED SHALL BE RE-TREATED

④ CONCRETE TO HAVE MINIMUM COMPRESSIVE STRENGTH OF 2800 PSI @ 28 DAYS

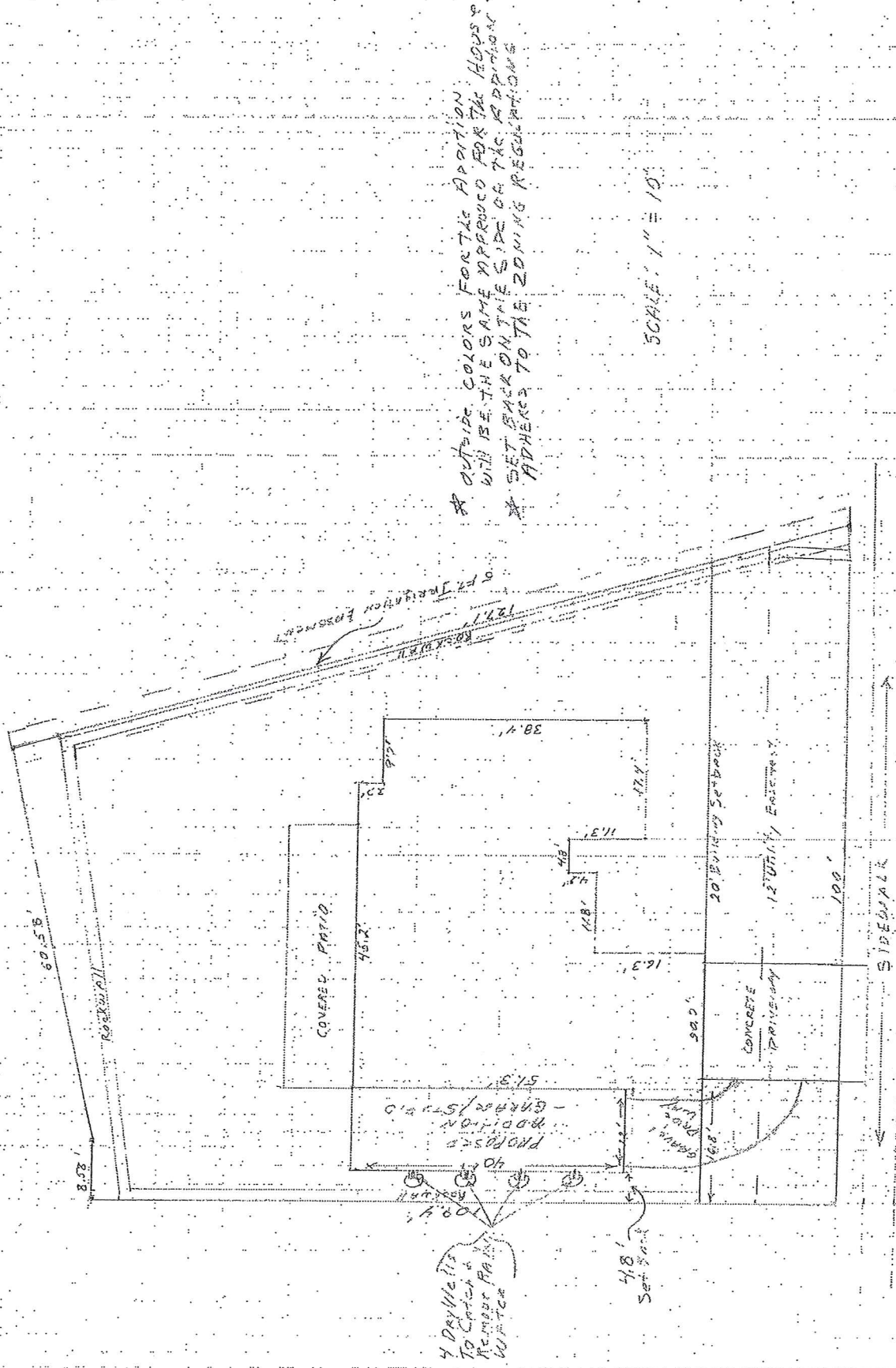


ADDRESS:  
2755 BOLT  
LAS CILLICES N.M.  
DON & TERESA  
GRIFFIN

EXTERIOR FOOTING DETAIL

STRUCTURAL NOTES:

① ASSUMED SOIL BEARING CAPACITY IS 11500 P.S.F  
~~BASE OF EXTERIOR FOOTING TO BE 12" ABOVE POINT OF~~  
~~DISCHARGE OF STREET GUTTER PLUS~~

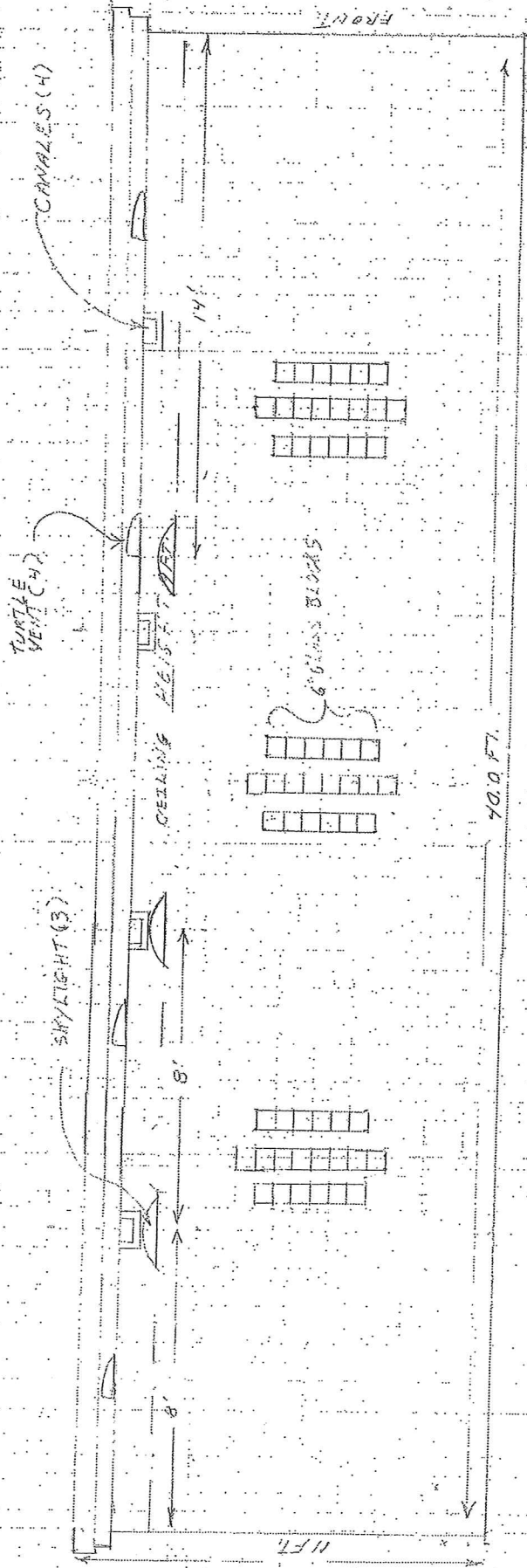


\* OUTSIDE COLORS FOR THIS ADDITION WILL BE THE SAME APPROVED FOR THE HOUSES  
 \* SET BACK ON THE SIDE OR THE ADDITION ADHERED TO THE ZONING REGULATIONS

SCALE: 1" = 10'

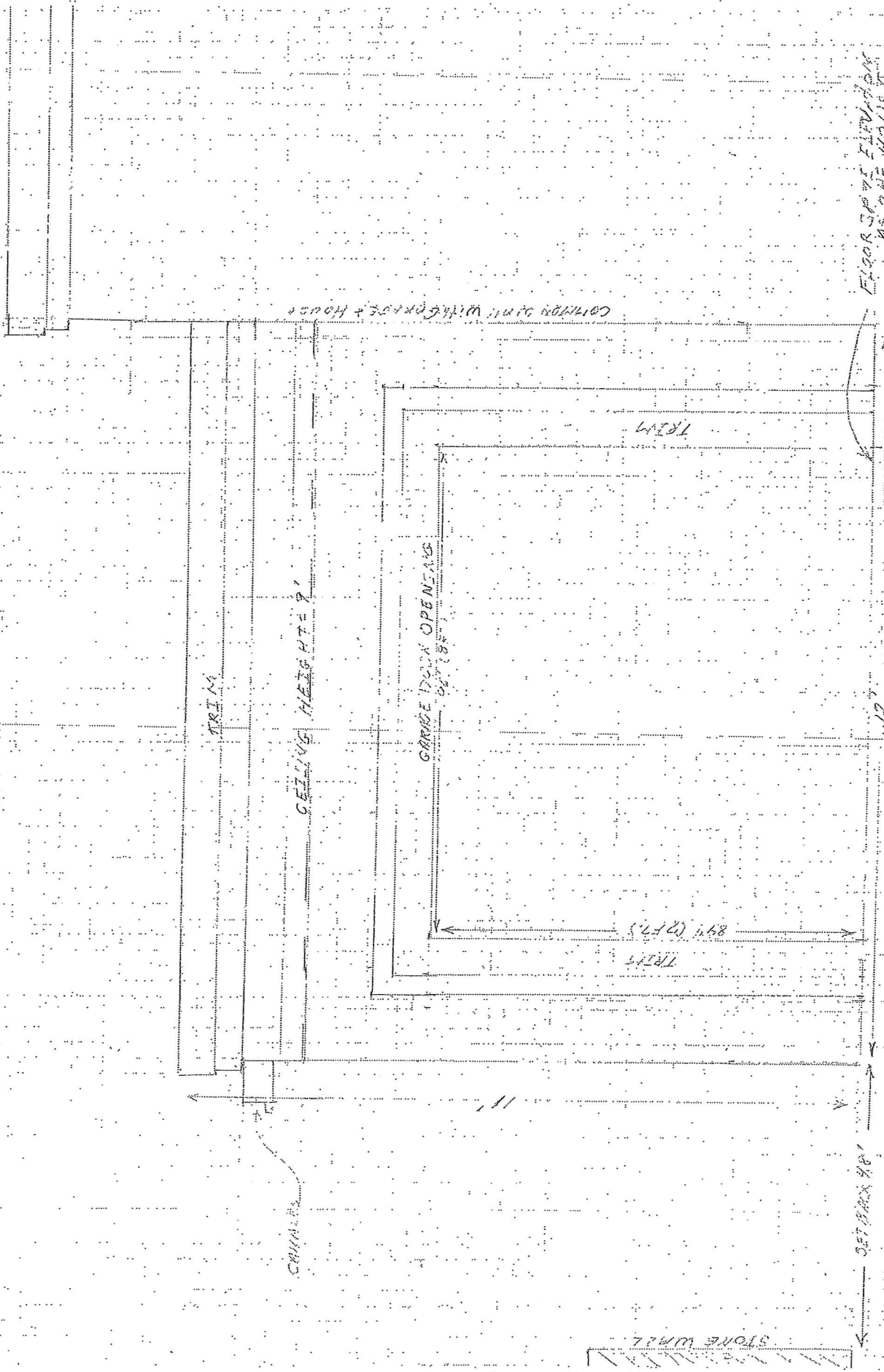
2255 BOLDT ST.  
 GARAGE/STUDIO ADDITION

2755- BOLDT ST.  
SIDE VIEW GARAGE/SOBBIO ADDITION



SCALE 1/4" = 1'

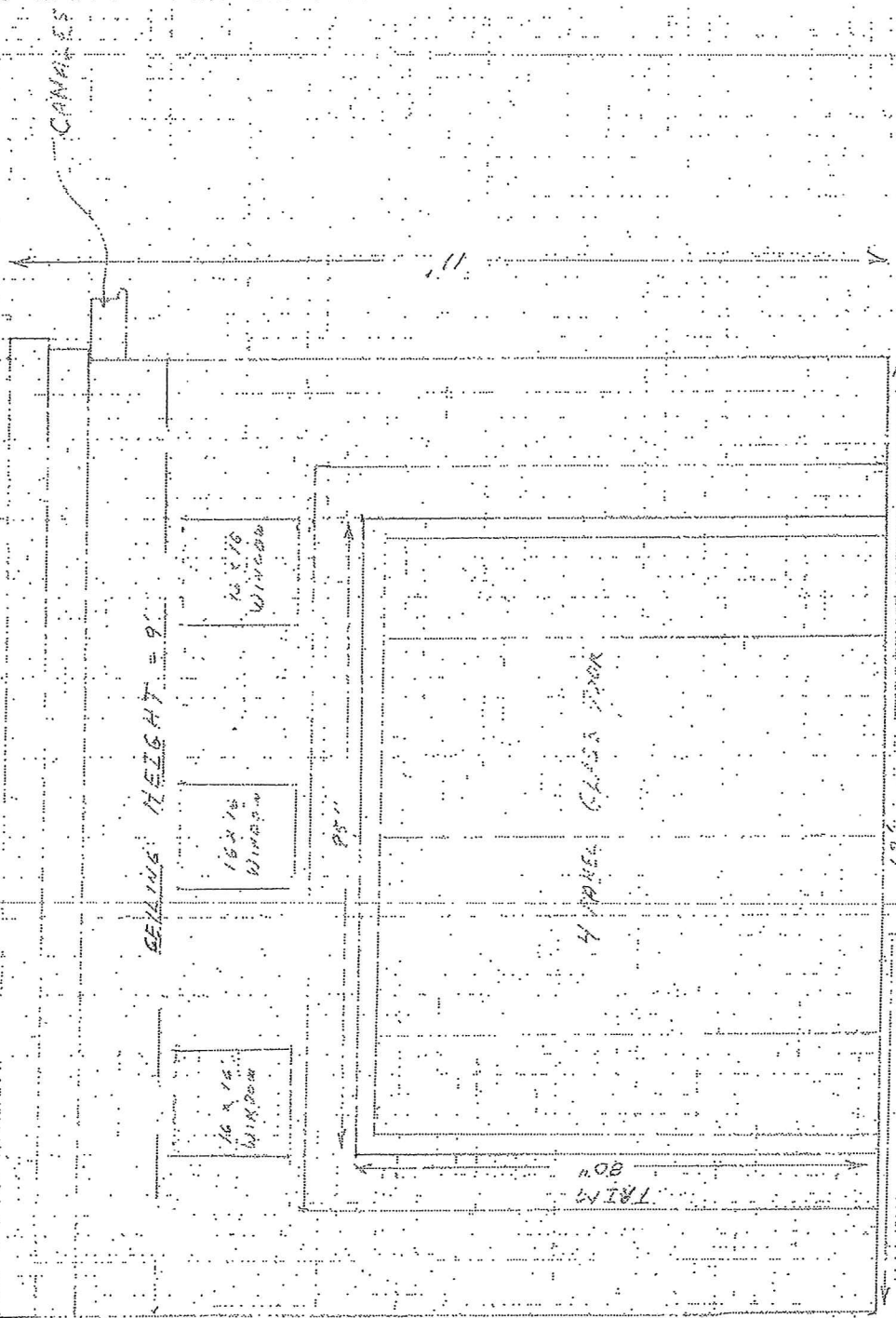
2755 BUNKER ST.  
FRONT VIEW GARAGE/STUDIO ADDITION



SCALE: 1/8"=1'

2755 BOYDT ST.  
REAR VIEW GARAGE/STUDIO ADDITION

COMMON WALL WITH GARAGE + HOUSE



SHEET 1 OF 1

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

OBTAIN A COMMERCIAL/RESIDENTIAL BUILDING PERMIT

OFFICIAL USE ONLY:

Case # 060952

Fee \$ 76.50

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

CASE NO. 060952 ZONE: UR CODE: AD APPLICATION DATE: 8/23/19

DANIEL J. JONES 740-350-6418  
 Name of Applicant/Owner Applicant's Telephone Number

P.O. BOX 1410 Mesilla Park, NM 88047  
 Applicant's/Owner's Mailing Address City State Zip Code

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

JB HOME BUILDERS, LAS CRUCES, NM 88001  
 Contractor's Name & Address (If none, indicate Self)

575-642-0219 82-4911284 395135  
 Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number

Address of Proposed Work: 2755 BOADT ST., LAS CRUCES, NM 88005

Description of Proposed Work: ADD A 12' X 40' GARAGE/STUDIO TO THE EXISTING RESIDENCE

\$ 43,108 Daniel J. Jones 8/23/19  
 Estimated Cost Signature of Applicant Date

Signature of property owner if applicant is not the property owner: \_\_\_\_\_

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

**FOR OFFICIAL USE ONLY**

PZHAC  Administrative Approval  Approved Date: \_\_\_\_\_  
 Approved Date: \_\_\_\_\_ BOT  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 REVIEW REQ'D  
CID PERMIT REQ'D  
JJ

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:

ROY-01046





**RESOLUTION NO. 2019-19**

**A RESOLUTION ADOPTING THE FY 2021-2025 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP) FOR THE MESILLA COMMUNITY CENTER**

**WHEREAS,** the Town of Mesilla recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

**WHEREAS,** in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

**WHEREAS,** systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

**WHEREAS,** this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF MESILLA** that:

1. The municipality has adopted the attached FY 2021-2025 Infrastructure Capital Improvements Plan for the Community Center, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.

**PASSED, APPROVED and ADOPTED** by the Board of Trustees at its meeting of September 9, 2019.

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

**ATTEST:**

\_\_\_\_\_  
Cynthia Stoechner-Hernandez  
Town Clerk-Treasurer

## Infrastructure Capital Improvement Plan FY 2021-2025

### Mesilla Community Center Project Summary

ID	Year	Rank	Project Title	Category	Funded to date					Total Project Cost	Total Amount Not Yet Funded	Phases?	
					2021	2022	2023	2024	2025				
36732	2021	001	Interior Flooring / Paint Refurbishment	Facilities - Senior Facilities	0	30,000	0	0	0	30,000	30,000	No	
36733	2021	002	Installation of Single Zone Air Conditioning	Facilities - Senior Facilities	0	5,600	0	0	0	5,600	5,600	No	
36739	2022	001	Replace Grease Interceptor	Facilities - Administrative Facilities	0	36,000	0	0	0	36,000	36,000	No	
36738	2022	002	Rear Exterior Door Replacement (2)	Facilities - Administrative Facilities	0	8,250	0	0	0	8,250	8,250	No	
<b>Number of projects:</b>					4								
<b>Funded to date:</b>					0	35,600	44,250	0	0	0	<b>Total Project Cost:</b>	<b>Total Not Yet Funded:</b>	
<b>Grand Totals</b>					0	35,600	44,250	0	0	0	79,850	79,850	



**RESOLUTION NO. 2019-20**

**PARTICIPATION IN LOCAL GOVERNMENT TRANSPORTATION PROJECT FUND  
HARDSHIP MATCH WAIVER PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT  
OF TRANSPORTATION**

WHEREAS, the Town of Mesilla and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be \$844,000.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 95% or \$801,800.00

and

b. Town of Mesilla's proportional matching share shall be 5% or \$42,200.00

TOTAL PROJECT COST IS \$844,000.00

Town of Mesilla shall pay all costs, which exceed the total amount of \$844,000.00.

WHEREAS, NMAC 27.3.8 allows Public Entities who are experiencing financial hardship to apply for a Match Waiver of all or part of the above mentioned Public Entity match.

WHEREAS, Town of Mesilla qualifies for the Match Waiver because the Town of Mesilla has a limited tax base, which limits the proportional matching share.

Now therefore, be it resolved in official session that Town of Mesilla determines, resolves, and orders as follows:

That Town of Mesilla requests a Match Waiver in the amount of \$42,200.00 for LGTPF Project for year 2019 – 2020 to conduct environmental and archeological studies, plan, design, construct, acquire needed right-of-way, utility re-location, purchase and equip the Calle del Norte Multi-use Path Phase II within the control of the Town of Mesilla in Dona Ana County, New Mexico.

PASSED, APPROVED and ADOPTED by the Board of Trustees at its meeting of September 9, 2019.

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

ATTEST:

\_\_\_\_\_  
Cynthia Stoehner-Hernandez  
Town Clerk-Treasurer

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 93100 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **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 34, Para. 207, 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**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**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:

**19-D3008     \$50,000.00     Appropriation Reversion Date: 30-JUN-21  
Laws of 2019, Chapter 277, Section 34, Paragraph 207, Fifty Thousand Dollars (\$50,000.00) to  
purchase equipment for the marshal's department in Mesilla in Dona Ana county.**

The Grantee's total reimbursements shall not exceed Fifty Thousand Dollars (**\$50,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>[1]</sup>, if applicable, Zero Dollars (**\$0.00**), which equals Fifty Thousand Dollars (**\$50,000.00**) (the "Adjusted Appropriation Amount").

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". 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 of 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 New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] 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.

[2] "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.

- (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: Town of Mesilla  
 Name: Cynthia Stoenner- Hernandez  
 Title: Town/ Clerk  
 Address: 2231 Avenida de Mesilla, Mesilla , NM, 88046  
 Email: cynthias-h@mesillanm.gov  
 Telephone: 575-524-3262

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: Town of Mesilla  
 Name: Cynthia Stoenner- Hernandez  
 Title: Town/ Clerk  
 Address: 2231 Avenida de Mesilla, Mesilla , NM, 88046  
 Email: cynthias-h@mesillanm.gov  
 Telephone: 575-524-3262

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

Department: DFA/Local Government Division  
Name: Ms. Ariana Vigil  
Title: Project Manager  
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501  
Email: arianam.vigil@state.nm.us  
Telephone: 505-827-8074

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, 2021**, 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 the Grantee with 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 the 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 the 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 of 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 incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the 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, "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, required, 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 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 subawards, 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**, the Department of Finance and Administration, Local Government Division (DFA/LGD), 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 or a 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 DFA/LGD Grant Agreement. Should DFA/LGD 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 PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

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 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 ammended 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.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

**GRANTEE**

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

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

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

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

\_\_\_\_\_  
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

Its: Division Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)
- \_\_\_\_\_
- City, State, Zip
- C. Phone No: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_
- B. Grant Amount: \_\_\_\_\_
- C. AIPP Amount (If Applicable): \_\_\_\_\_
- D. Funds Requested to Date: \_\_\_\_\_
- E. Amount Requested this Payment: \_\_\_\_\_
- F. Reversion Amount (If Applicable): \_\_\_\_\_
- G. Grant Balance: \_\_\_\_\_
- H.  GF       GOB       STB (attach wire if first draw)
- I.  Final Request for Payment (if Applicable)

**III. Fiscal Year :** \_\_\_\_\_  
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

**IV. Reporting Certification:**  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. Compliance Certification:**  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

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

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

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

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

I certify that the State Agency financial and vendor file information agree with the above submitted information.

\_\_\_\_\_  
Division Fiscal Officer      Date

\_\_\_\_\_  
Division Project Manager      Date



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

**Notice of Obligation to Reimburse Grantee # \_\_\_\_\_**

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_  
Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee  
Grant Number: \_\_\_\_\_  
Grant Termination Date: \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number \_\_\_\_\_ 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: \_\_\_\_\_

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: \_\_\_\_\_ **\$ 0.00**

*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.

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 93100 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **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 34, Para. 208, 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**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**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:

**19-D3009      \$142,000.00      Appropriation Reversion Date: 30-JUN-23**  
**Laws of 2019, Chapter 277, Section 34, Paragraph 208, One Hundred Forty-Two Thousand Dollars (\$142,000.00) to purchase, equip and install lighting improvements in the historic plaza in Mesilla in Dona Ana county.**

The Grantee's total reimbursements shall not exceed One Hundred Forty-Two Thousand Dollars (**\$142,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>[1]</sup>, if applicable, Zero Dollars (**\$0.00**), which equals One Hundred Forty-Two Thousand Dollars (**\$142,000.00**) (the "Adjusted Appropriation Amount").

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". 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 of 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 New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] 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.

[2] "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.

- (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: Town of Mesilla  
 Name: Cynthia Stoenner- Hernandez  
 Title: Town/ Clerk  
 Address: 2231 Avenida de Mesilla, Mesilla , NM, 88046  
 Email: cynthias-h@mesillanm.gov  
 Telephone: 575-524-3262

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: Town of Mesilla  
 Name: Cynthia Stoenner- Hernandez  
 Title: Town/ Clerk  
 Address: 2231 Avenida de Mesilla, Mesilla , NM, 88046  
 Email: cynthias-h@mesillanm.gov  
 Telephone: 575-524-3262

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

Department: DFA/Local Government Division  
Name: Ms. Ariana Vigil  
Title: Project Manager  
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501  
Email: arianam.vigil@state.nm.us  
Telephone: 505-827-8074

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 the Grantee with 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 the 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 the 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 of 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 incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the 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, "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, required, 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 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 subawards, 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**, the Department of Finance and Administration, Local Government Division (DFA/LGD), 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 or a 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 DFA/LGD Grant Agreement. Should DFA/LGD 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 PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

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 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 ammended 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.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

**GRANTEE**

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

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

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

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

\_\_\_\_\_  
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

Its: Division Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)
- \_\_\_\_\_
- City, State, Zip
- C. Phone No: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_
- B. Grant Amount: \_\_\_\_\_
- C. AIPP Amount (If Applicable): \_\_\_\_\_
- D. Funds Requested to Date: \_\_\_\_\_
- E. Amount Requested this Payment: \_\_\_\_\_
- F. Reversion Amount (If Applicable): \_\_\_\_\_
- G. Grant Balance: \_\_\_\_\_
- H.  GF       GOB       STB (attach wire if first draw)
- I.  Final Request for Payment (if Applicable)

**III. Fiscal Year :** \_\_\_\_\_

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

**IV. Reporting Certification:**  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. Compliance Certification:**  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

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

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

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

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

I certify that the State Agency financial and vendor file information agree with the above submitted information.

\_\_\_\_\_  
Division Fiscal Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Project Manager

\_\_\_\_\_  
Date

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

**Notice of Obligation to Reimburse Grantee # \_\_\_\_\_**

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_  
Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee  
Grant Number: \_\_\_\_\_  
Grant Termination Date: \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number \_\_\_\_\_ 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: \_\_\_\_\_

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: \_\_\_\_\_ **\$ 0.00**

*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.

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## MEMORANDUM

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**TO: MAYOR NORA L. BARRAZA AND BOARD OF TRUSTEES**  
**FROM: LARRY SHANNON, COMMUNITY DEVELOPMENT COORDINATOR**  
**SUBJECT: ACTIVITY REPORT – AUGUST 2019**  
**DATE: SEPTEMBER 4, 2019**

**PZHAC BUSINESS**  
**AUGUST 2019**  
**[Items presented to the PZHAC]**

**PZHAC WORK SESSION ITEMS:**

1. Submitted by Joseph W. Foster; a request to discuss plans to construct a pergola over an outdoor commercial patio to shield customers from the sun at 2461 Calle de Principal. **(Case 060936)** Zoned: Historical Commercial (HC)
2. Submitted by Cecilia Quintana and Page Coleman; a request to discuss plans to construct a rock wall around two sides of a residential property at 2424 Calle de Parian. **(Case 060938)** Zoned: Historical Residential (HR)
3. Submitted by Suzanne M. Brannan for Joseph W. Rogers; a request to discuss plans to eliminate a lot line between two parcels to create one parcel at 306 Capri Arc. **(Case 060940)** Zoned: Single Family Residential (R1)
4. Submitted by Felix Armijo; a request to discuss plans to add a walk-in freezer to a restaurant structure (Café Don Felix) at 2290 Calle de Parian, Suite D. **(Case 060942)** Zoned: Historical Commercial (HC)
5. A discussion of a zone change **(Z19-002)** from Historical Residential (HR) to Historical Commercial (HC) for a 7749 square foot residential parcel owned by Sylvia J. and David B. Fierro, located at 1985 Calle de Colon.
6. Submitted by Patrick A. Vigil for Theodore Calhoun; a request to discuss plans to construct a new dwelling on a vacant residential property at 2630 Calle Segunda. **Case 060944** –Zoned: Historical Residential (HR)

**PZHAC ADMINISTRATIVE APPROVALS:**

**Zoning Permits**

1. **Case 060934** – 2635 Calle de Parian, submitted by William McIlvaine; a request for a zoning permit to allow four exterior doors to be painted to match other exterior doors on the dwelling at this address. Zoned: Historical Residential (HR)
2. **Case 060935** – 2220 Calle de Parian, submitted by Sun Vista Construction for Teresa Sanchez; a request for a zoning permit to repair a sidewalk in front of a dwelling at this address. Zoned: Historical Residential (HR)
3. **Case 060937** – 298 Capri Road, submitted by Wiley Thompson; a request for a zoning permit to reroof a dwelling at this address. Zoned: Single Family Residential (R-1)
4. **Case 060939** - 2218 Calle del Oeste, submitted by Organ Mountain Solar and Electric for Hilary McDaniel; a request for a zoning permit to allow the installation of photovoltaic panels on a dwelling at this address. Zoned: Historic Residential (HR)
5. **Case 060941** – 2122 Calle de Los Huertos, submitted by Michael Radtke; a request for a zoning permit to reroof a dwelling at this address. Zoned: Historical Residential (HR)



## **PUBLIC HEARING**

1. **Z19-002** – 1985 Calle de Colon, submitted by Sylvia J. and David B. Fierro; an application for a zone change from Historical Residential (HR) to Historical Commercial (HC) for a 7749 square foot residential parcel located adjacent to the west side of Palacio’s Bar.
2. **Z19-003** – 2600 Avenida de Mesilla, submitted by Velia Chavez; an application for a zone change from Historical Residential (HR) to Historical Commercial (HC) for a 15512 square foot parcel that contains Palacio’s Bar.

## **PZHAC DECISION ITEMS:**

### **Zone Changes:**

1. **Z19-002** – 1985 Calle de Colon, submitted by Sylvia J. and David B. Fierro; an application for a zone change from Historical Residential (HR) to Historical Commercial (HC) for a 7749 square foot residential parcel located adjacent to the west side of Palacio’s Bar.
2. **Z19-003** – 2600 Avenida de Mesilla, submitted by Velia Chavez; an application for a zone change from Historical Residential (HR) to Historical Commercial (HC) for a 15512 square foot parcel that contains Palacio’s Bar.

### **Zoning Permits:**

1. **Case 060936** – 2461 Calle de Principal, submitted by Joseph W. Foster; a request for a zoning permit to construct a pergola over an outdoor commercial patio to shield customers from the sun at this address. Zoned: Historical Commercial (HC) **(This case was discussed during the Work Session)**
2. **Case 060938** – 2424 Calle de Parian, submitted by Cecilia Quintana and Page Coleman; a request for a zoning permit to construct a wall on two sides of a residential property at this address. Zoned: Historical Residential (HR) **(This case was discussed during the Work Session)**
3. **Case 060942** – 2290 Calle de Parian, Suite D; submitted by Felix Armijo; a request for a zoning permit to construct an addition to a restaurant structure (Café Don Felix) at this address. Zoned: Historical Commercial (HC) **(This case was discussed during the Work Session)**
4. **Case 060943** – 2920 Camino Castillo, submitted by Justin Bannister; a request for a zoning permit to allow construction of an in-ground pool behind a dwelling at this address. Zoned: Single Family Residential (R-1)
5. **Case 060944** – 2630 Calle Segunda, submitted by Patrick A. Vigil for Theodore Calhoun; a request for a zoning permit to construct a new dwelling on a vacant residential property at this address. Zoned: Historical Residential (HR) **(This case was discussed during the Work Session)**

### **Summary Subdivision**

1. **Case 060940** – 306 Capri Arc, submitted by Suzanne M. Brannan for Joseph W. Rogers; a request to discuss plans to eliminate a lot line between two parcels to create one residential parcel at this address. Zoned: Single Family Residential (R-1) **(This case was discussed during the Work Session)**

**If you have any questions, comments or concerns please feel free to call me at 524 -3262 ext. 104; or e-mail me at [larrys@mesillanm.gov](mailto:larrys@mesillanm.gov).**

***Town of Mesilla Assessor's Report  
August 2019***

Mesilla CASE #	DAC ACC'T #	APPL. DATE	ISSUEE/CONTRACTOR	VALUATION / COST	FEE	BLDG CODE	ADDRESS	DESCRIPTION OF WORK
060948	04-01274	8/13/19	Bill and Janice Cook	10,668.73	27.00	RR	2260 Calle dee Santiago	Reroof a commercial structure
060949	04-00596	8/20/19	Silvia Cabrales/Erasmus Roofing LLC	4,625.00	18.20	RR	3076 Los Arenales	Reroof a dwelling at this address
060950	04-01282	8/21/19	Robert Carson/self	35,000.00	65.00	NR	3000 Mesilla Verde Terrace	Construct a garage, storage, shop building at this address
060951	04-01241	8/21/19	Adrian Michael/Edward Michael	10,000.00	25.50	MI	1770 Tierra de Mesilla	Install a back-up generator on a medical office at this address
060952	04-01046	8/23/19	Daniel J. Jones/JB Homebuilders	43,108.00	76.50	AD	2755 Boldt Street	Add a garage and a hobby shop to a dwelling at this address
060953	04-01180	8/26/19	Gary Coppedge/Mesilla Valley Construction Specialties	5,000.00	25.50	MI	1701 Calle de Mercado	Replace collapsed latia porches
060954	04-01061	8/27/19	Nancy Matteucci/Double R Construction	30,000.00	370.00	MI	107 Capri Road	Internal renovation (trim, sheetrock repairs, cabinet conversion, flooring)

# Community Projects Report

Project	Description
Current Contact information	Dorothy Sellers Email: <a href="mailto:DorothyS@mesillanm.gov">DorothyS@mesillanm.gov</a> Work: 575-524-3262 Cell:575-571-3890
Diez y Seis de Septiembre Fiesta	Talent has been booked. All vendor spaces have been filled. Posters have been distributed throughout the community and posted on social media. Confirmed various support. Trash, porta potties etc.
Mesilla's CoOp Marketing Grant	Have met with local talent and are collaborating on ideas. Working on storyboard concepts for each video.
Halloween Haunted House	Plans for this years Haunted house event including inventory of available supplies to cut costs are complete. Advertisements have been created and will begin being pushed out next week. Have provided plans to PW to begin constructing walls. Working with PW to create a more cost effective way to create walls. Have decided to charge 1 can good for admission and per game in order to assist low income families in the area. I will work closely with the schools and church to determine those in need.
Clean & Beautiful Grant	Funds in the amount of \$14,350 were awarded. The funds will be used for new litter and recycling receptacles, sprinkler system, trees, picnic tables, and outdoor community informational centers.
Mariachi Sundays	Las Cruces International Mariachi conference will hold two Mariachi Sundays on Sept. 22 and Oct. 27. Sponsorship of \$1000 has been processed. Will submit work order for work necessary on behalf of the Town of Mesilla.
Summer Recreation Program	Have begun working with Fred Madrid on organizing Veterans day celebration. Flyer has been created and am reaching out to singers within the community as well as a color guard.



# MEMORANDUM

**To:** Mayor and Trustees

**From:** Cynthia Stoechner-Hernandez  
Town Clerk-Treasurer *CSH*

**RE:** Monthly Finance Report

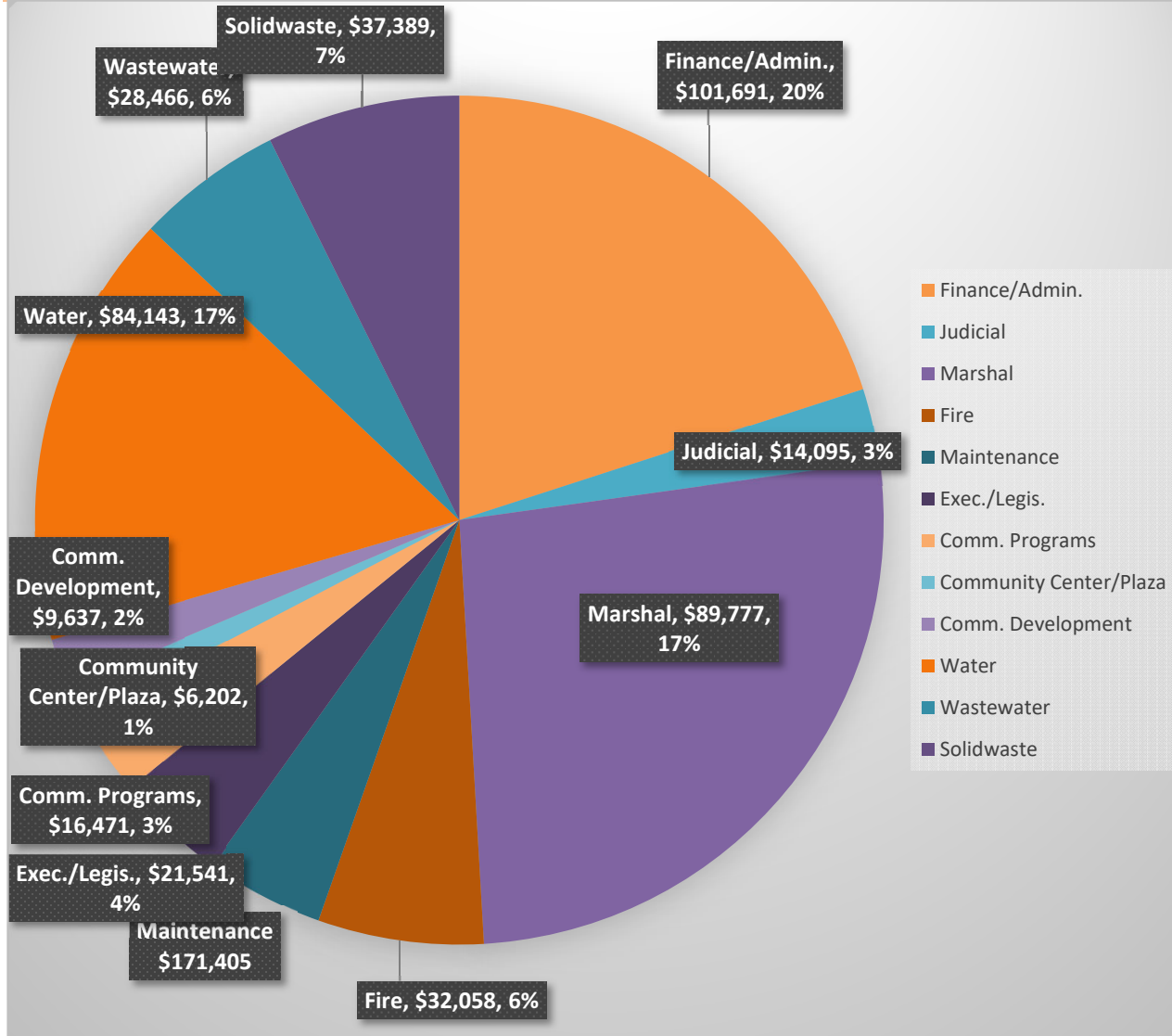
Listed below is a review of department and fund expenditures for: **AUGUST**

General Fund should be at: **16.67% spending**

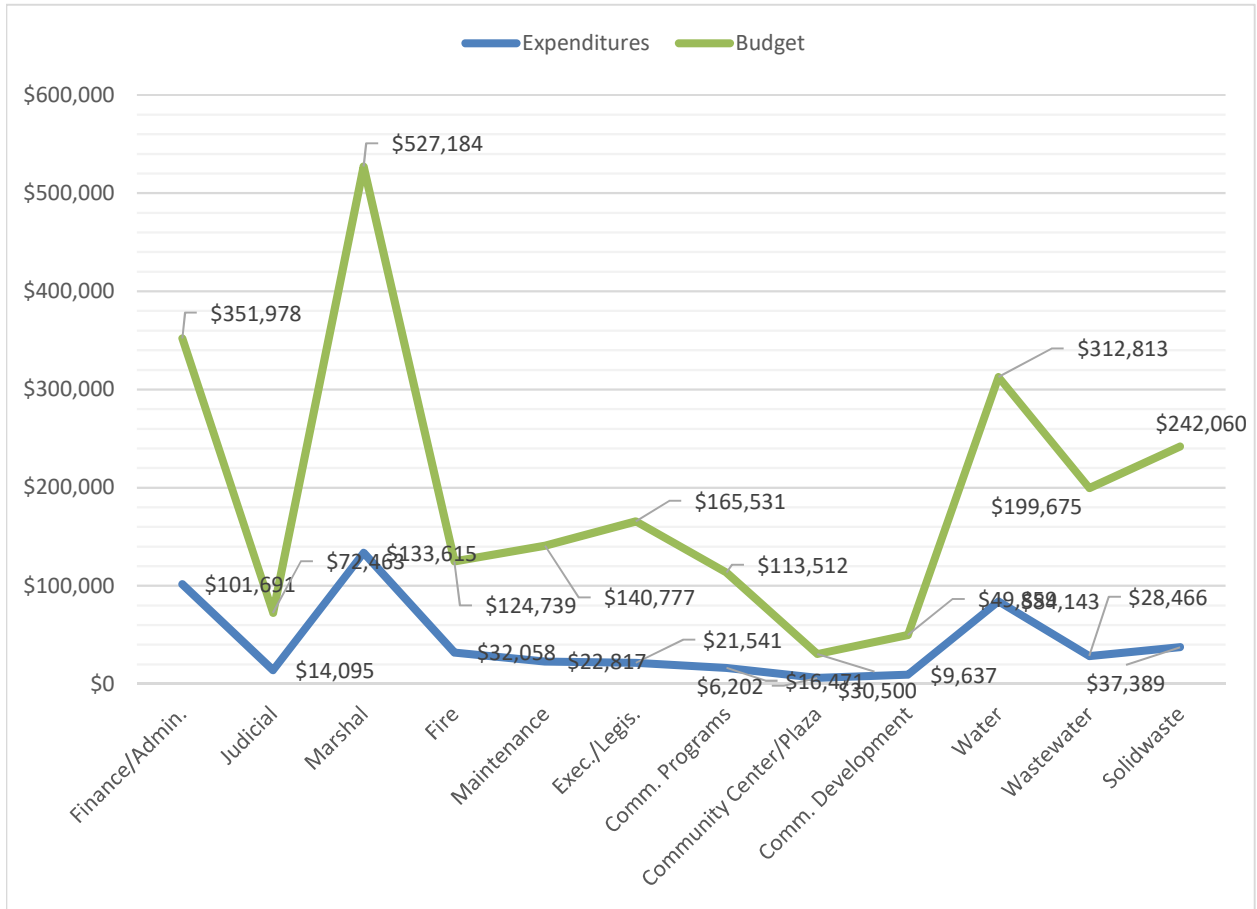
**\*\*spending is a little high this month due to paying of 1/2 of insurances (July 1st 1/2 due, January 1st the other 1/2 is due). This will even out in the next few months**

YTD EXPENDITURES	%Exp.	\$ Money YTD	Mo.%	YTD % over/under	Approved Budget
Finance/Admin.	28.89%	\$101,691	100.00%	-71.11%	\$ 351,978
Judicial	19.45%	\$14,095	100.00%	-80.55%	\$ 72,463
Marshal	25.34%	\$133,615	100.00%	-74.66%	\$ 527,184
Fire	25.70%	\$32,058	100.00%	-74.30%	\$ 124,739
Maintenance	16.21%	\$22,817	100.00%	-83.79%	\$ 140,777
Exec./Legis.	13.01%	\$21,541	100.00%	-86.99%	\$ 165,531
Comm. Programs	14.51%	\$16,471	100.00%	-85.49%	\$ 113,512
Community Center/Plaza	20.33%	\$6,202	100.00%	-79.67%	\$ 30,500
Comm. Development	19.33%	\$9,637	100.00%	-80.67%	\$ 49,859
<b>General Fund</b>	<b>22.72%</b>	<b>\$358,126</b>	<b>100.00%</b>	<b>-77.28%</b>	<b>\$ 1,576,543</b>
Water	26.90%	\$84,143	100.00%	-73.10%	\$ 312,813
Wastewater	14.26%	\$28,466	100.00%	-85.74%	\$ 199,675
Solidwaste	15.45%	\$37,389	100.00%	-84.55%	\$ 242,060
<b>Enterprise Fund</b>	<b>18.55%</b>	<b>\$149,999</b>	<b>100.00%</b>	<b>-81.45%</b>	<b>\$ 808,548</b>

## EXPENDITURES



## EXPENDITURES VS BUDGET

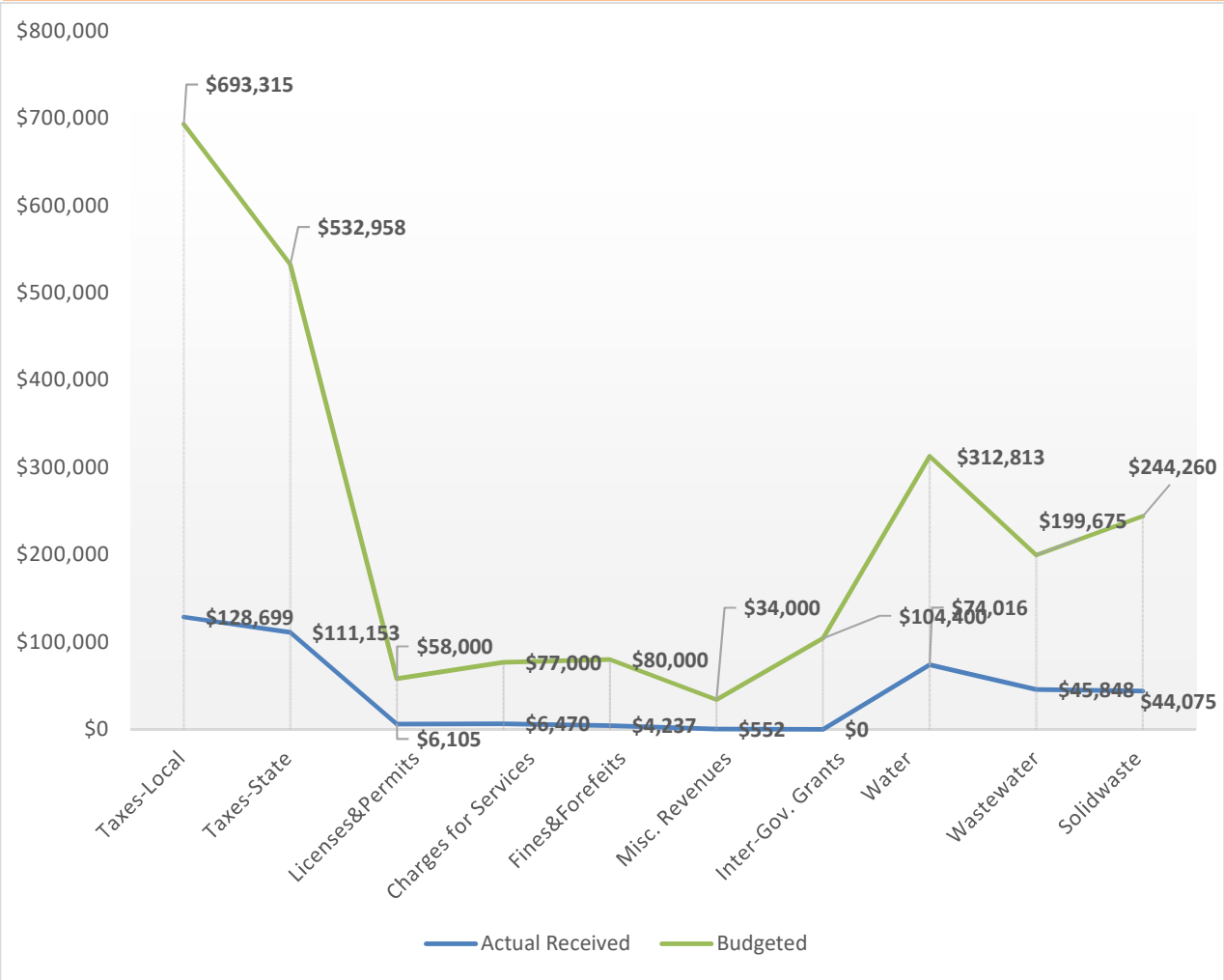


Please request the INCODE report for detail revenues and expenses by fund.

## REVENUE

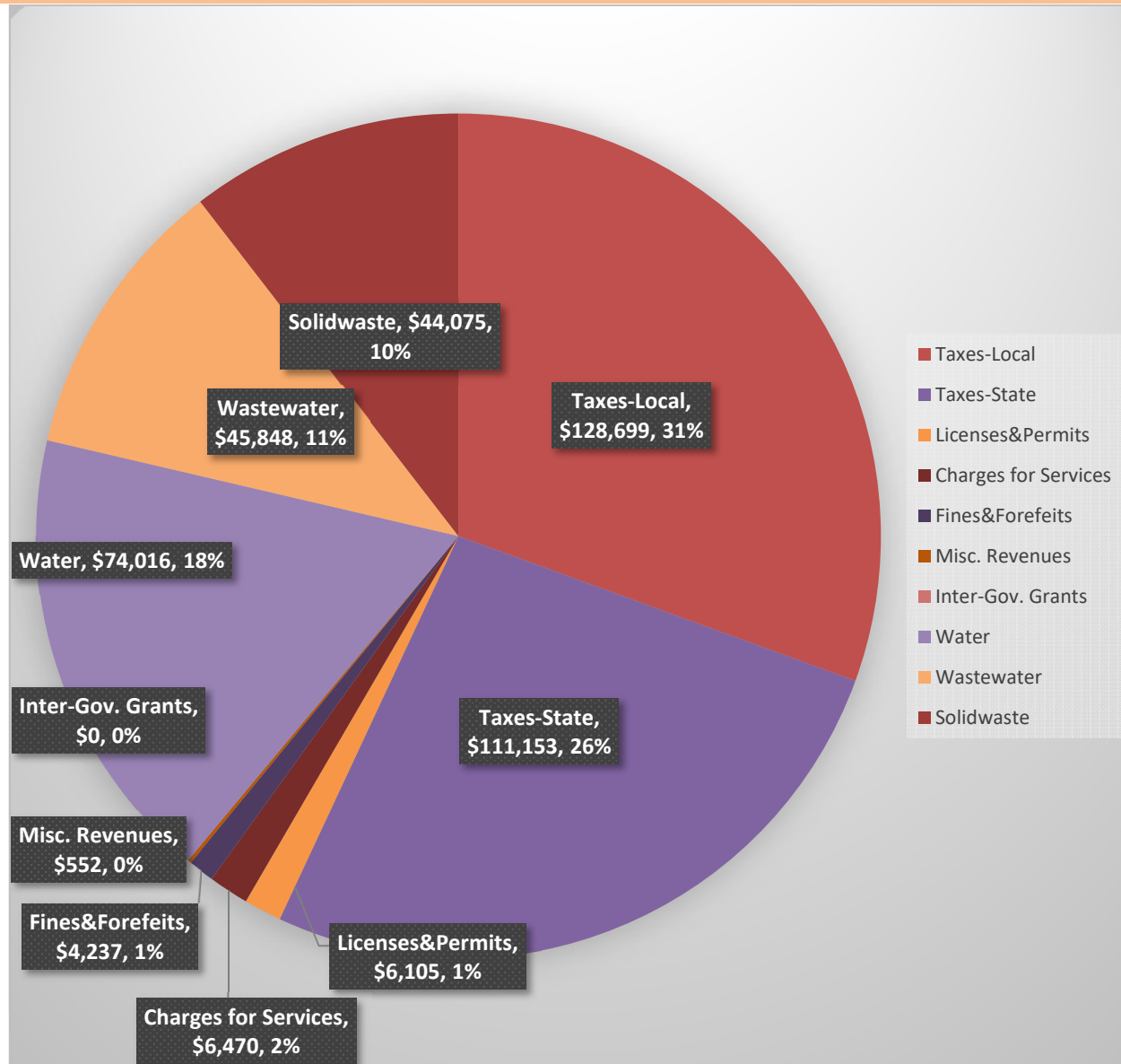
YTD REVENUES	% Rec.	YTD Money \$	% Est.	YTD % over/under	AMOUNT BUDGETED
Taxes-Local	18.56%	\$128,699	100.00%	-81.44%	\$693,315
Taxes-State	20.86%	\$111,153	100.00%	-79.14%	\$532,958
Licenses&Permits	10.53%	\$6,105	100.00%	-89.47%	\$58,000
Charges for Service	8.40%	\$6,470	100.00%	-91.60%	\$77,000
Fines&Forefeits	5.30%	\$4,237	100.00%	-94.70%	\$80,000
Misc. Revenues	1.62%	\$552	100.00%	-98.38%	\$34,000
Inter-Gov. Grants	0.00%	\$0	100.00%	-100.00%	\$104,400
<b>General Fund</b>	<b>16.28%</b>	<b>\$257,215</b>	<b>100.00%</b>	<b>-83.72%</b>	<b>\$1,579,673</b>
Water	23.66%	\$74,016	100.00%	-76.34%	\$ 312,813
Wastewater	22.96%	\$45,848	100.00%	-77.04%	\$ 199,675
Solidwaste	18.04%	\$44,075	100.00%	-81.96%	\$ 244,260
<b>Enterprise Fund</b>	<b>21.66%</b>	<b>\$163,940</b>	<b>100.00%</b>	<b>-78.34%</b>	<b>\$756,748</b>

### REVENUE vs BUDGET



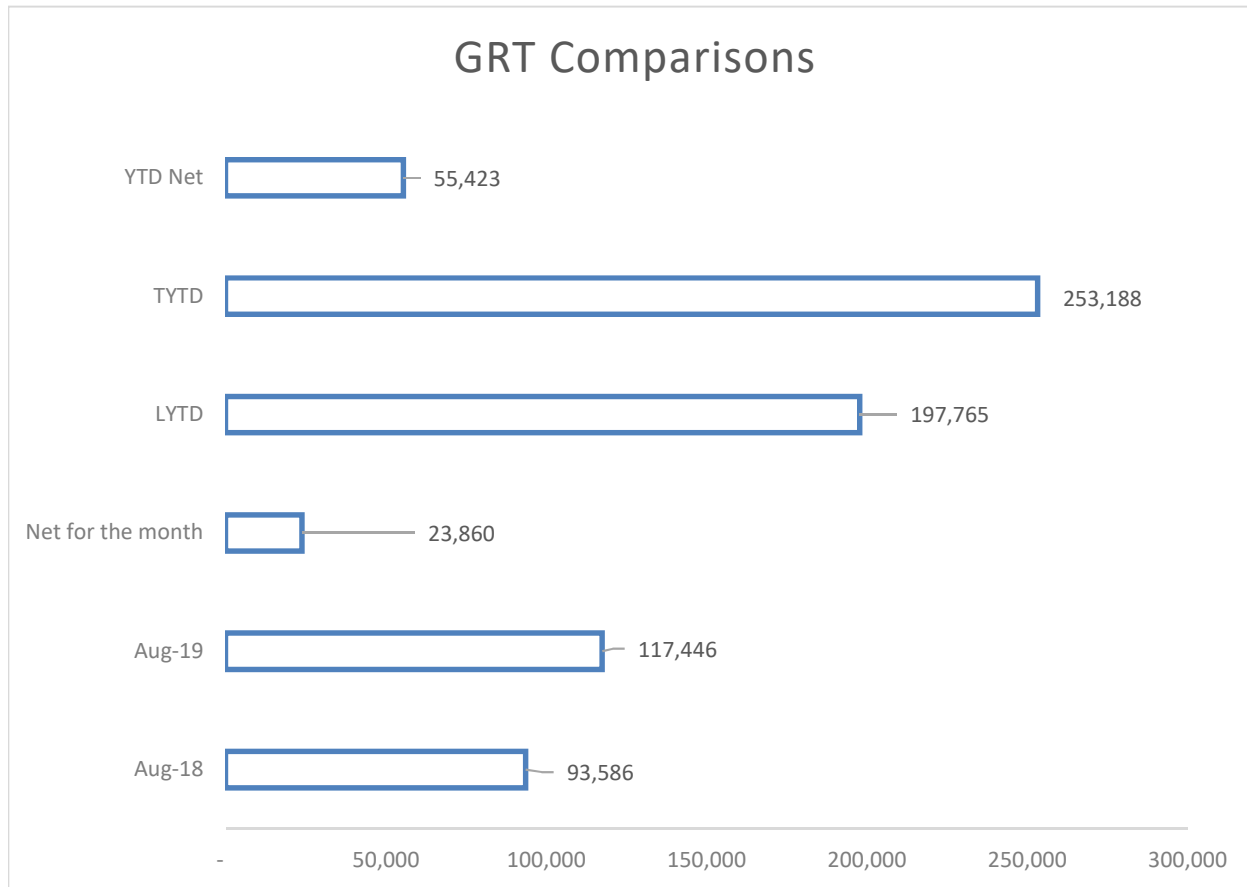


## YTD REVENUES



## GRT COMPARISONS

Aug-18	Aug-19	Net for the month	LYTD	TYTD	YTD Net
93,586	117,446	23,860	197,765	253,188	55,423



### Business GRT in June 2019

Percentage by month	<b>25%</b>	Percentage over last FYTD	<b>28%</b>
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# MESILLA MARSHAL'S DEPARTMENT

P.O. BOX 10 MESILLA, NM 88046 PHONE 575-526-4138 FAX 575-652-3776

To: Honorable Mayor and Mesilla Board of Trustees

This is the Monthly Report for August 2019 for the Mesilla Marshal's Department:

- 5 animal/ACO related calls
- 1 agency assist
- 1 assault
- 1 aggravated assault deadly weapon
- 1 battery against a household member (hhm)
- 1 civil dispute
- 4 crashes
- 3 larceny/thefts
- 2 possession of paraphernalia
- 3 public affrays
- 3 resisting/obstructing
- 1 trespassing
- 87 traffic infractions were written.

This report is incomplete as there are several calls for service, we respond to which a report is generally not generated.

Thank you,

--

Enrique Salas


Lieutenant



# TOWN OF MESILLA

Public Works Department  
P.O. Box 10, Mesilla, New Mexico 88046  
Office: (575) 524-3262  
Fax: (575) 541-6327

## MEMORANDUM

Date: September 4, 2019  
TO: Mayor Barraza, Board of Trustees and Cynthia Stochner-Hernandez  
FROM: Rodney J. McGillivray, Public Works Director   
RE: **Public Works Division Activity Report – August 2019**

### **On-going maintenance, custodial and operations:**

Event set-up and tear down on-going  
On-call/standby needs for emergency repairs or assistance  
Meter reading continues  
Utility location services  
Monitoring of water tank, wells and pumps  
Monitoring of lift stations and review of reporting  
Monthly water sampling and reporting is up-to-date  
Grounds maintenance on-going  
Custodial responsibilities on-going  
New water services and water shut-offs continue (ownership change/nonpayment)

### **Miscellaneous items/work orders/accomplishments:**

Water tank cleaning and inspection complete  
Employee training  
Street signage installation/replacement  
Cleaning and maintenance of storm system drains  
HVAC repairs at Community Center Senior kitchen  
HVAC repairs for Town Hall  
Irrigation repairs  
Assist with Code violations  
Weed eradication/street cleaning (continual)  
Filling potholes (street repairs)

Painting of rear doors at Town Hall  
Landscape improvements at Town Hall  
Pavement repair on Calle de Santiago  
Town Hall alarm system motherboard replacement  
Community Center insurance claim repairs (underway)  
Painting swing set and benches at Commemorative Park  
Fence repairs at Baseball Park

**Project update:**

ICIP – ICIP (Infrastructure Capital Improvement Plan) resolution and certifications complete. Final review underway. Submission deadline is September 6, 2019

ICIP Community Center – Need resolution. Submission due September

Bowman – Construction is underway. Water portion of project is 95% complete. EBID culvert and headwall replacement is probable as leaking was observed upon excavation. Project is considered approximately 60% complete. Project appears to be on schedule.

Trail – Design complete. NMDOT - PS&E (plans, specifications and estimate) complete. It is anticipated the project will be approved by NMDOT for construction within 60-90 days.

FY20 LGRF – Engineering selection underway

McDowell wastewater project Phase II – Review and estimate of El Paso Electrical costs underway. Project review of probable costs underway. Review of engineering fees underway.