



# Town of Mesilla, New Mexico

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

**TUESDAY, MAY 28, ~ 6:00 P.M.~**

**AGENDA**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL & DETERMINATION OF A QUORUM
3. CHANGES TO THE AGENDA & APPROVAL
4. 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 BOT, 05.13.2024
  - b) \*BOT SPECIAL MEETING MINUTES – Minutes of BOT Special Meeting, 05.21.2024
5. PUBLIC INPUT ON CASES – The public is invited to address the Board as allowed by the chair.
6. ACTION AND CONSIDERATION
  - NEW BUSINESS**
    - a) APPROVAL: New Mexico Department of Tourism 2025 Cooperative Marketing Agreement
    - b) APPROVAL: DSI Town Hall Copy Machine Lease Agreement: July 2025 – June 2029
    - c) APPROVAL: Resolution 2024-12 – Special Use Permit/SUP #61805
  8. PUBLIC INPUT – The public is invited to address the Board as allowed by the chair.
  9. CLOSED EXECUTIVE SESSION
    - a. Discussion of limited personnel matters pursuant to NMSA 1978, Section 10-15-1(H)(2) –
      - Econ & Comm Development Department: Summer Recreation Teachers
      - Marshal Department
      - Public Works Department
11. BOARD OF TRUSTEE COMMITTEE REPORTS
12. BOARD OF TRUSTEE/STAFF COMMENTS  
*(Written staff reports included in packets)*
13. ADJOURNMENT

**NOTICE**

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

Posted 05/24/2024 online and at the following locations: Town Hall and Visitor's Center Avenida de Mesilla, Public Safety Building 2670 Calle de Parian, Mesilla Community Center 2251 Calle de Santiago, Short's Food Mart 2290 Avenida de Mesilla, and the U.S. Post Office 2253 Calle de Parian.



# Town of Mesilla, New Mexico

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

**MONDAY, MAY 13, ~ 6:00 P.M.~**

## AGENDA

**TRUSTEES:** Russell Hernandez, Mayor  
Adrianna Merrick, Mayor Pro Tem  
Biviana Cadena, Trustee  
Stephanie Johnson-Burick, Trustee  
Gerard Nevarez, Trustee

**STAFF:** Ben Azcarate, Interim Marshal  
Greg Whited, Fire Chief  
Eddie Salazar, Community Development Coordinator (CDC)

**PUBLIC:**

Crystal Whited	Robert Herrera
Lori Miller	Catherine Walkinshaw
Eric Walkinshaw	Susan Krueger
Andrea Bryan	Greg Lester
Trina Witter	Ken Magoon
Will Martinez	Andy E.
Matthew O'Reilly	Debra Garcia y Griego
Michelle Roberts	John M.

### 1. PLEDGE OF ALLEGIANCE

Mayor Pro-Tem Merrick led the Pledge of Allegiance.

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

CDC Salazar called roll call; quorum was established. All board members present.

### 3. CHANGES TO THE AGENDA & APPROVAL

Mayor Hernandez asked to amend and approve BOT Minutes date from 4/8/24 to 4/22/24.

1<sup>st</sup> motion by Trustee Nevarez

2<sup>nd</sup> motion by Mayor Pro-Tem Merrick

Approved, 4-0.

### 4. 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 BOT, ~~04.08.2024~~ (amended) 04.22.2024

**b) \*BOT WORK SESSION MINUTES – Minutes of BOT Work Session, April 30, 2024**

1<sup>st</sup> motion by Mayor Pro-Tem Merrick

2<sup>nd</sup> motion by Trustee Nevarez

Approved, 4-0.

**5. PRESENTATIONS:**

**a) PRESENTATION: Marshal – Investigative & Intern Team Recognition**

Marshal Ascarate – recognized all interns for their hard work. Had recognition certificates for board to sign.

**b) PRESENTATION: Fire Chief – Community Connect**

Fire Chief Whited – explained in detail how the new software, Community Connect works and its benefits to the community.

Will Martinez – Mesilla Fire volunteer, assisted with a Power Point presentation.

Trustee Nevarez – vital service for the town of Mesilla.

Trustee Cadena – commented that she has been waiting on something like this for a long time. Would like to see the stats from Las Cruces if they are already doing it.

Trustee Johnson-Burick asked if Integrated Wellness is the same as Community Connect or two separate programs. Chief Whited explained two different programs.

Crystal Davis-Whited commented the cost of the software/program is high, but it is very effective.

**c) PRESENTATION: Proclamation – Ride of Silence**

Mayor Hernandez – declared May 15, 2024, as Ride of Silence Day in Mesilla. The month of May is designed as National Bike Month by the League of American Bicyclists to promote safer riding for all Americans and New Mexicans. Honoring former Mayor Roman Aranda III and all others killed or injured while riding their bicycles. Asked for a moment of silence of the room.

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

Catherine Walkinshaw -commented on supportive of murals. Encourage approval of action item and consideration 7(e) appeal of PZHAC decision to deny request.

**7. ACTION AND CONSIDERATION**

**NEW BUSINESS**

- d) APPROVAL – PZHAC SPECIAL USE PERMIT #061805 – 2340&2350 Calle de Principal/2330 Calle de Santiago, submitted by the New Mexico Department of Cultural Affairs. ZONE: Historical Commercial (HC)**

1<sup>st</sup> motion by Mayor Pro-Tem Merrick

2<sup>nd</sup> motion by Trustee Nevarez

Matthew O'Reilly – Director of Real Estate with the Department of NM Cultural Affairs. Included with him, Cabinet Secretary, Debra Garcia y Griego and Cabinet Deputy Secretary Michelle Gallagher Roberts.

A brief presentation was given by Mr. O'Reilly. The Taylor Mesilla Historic Site is one of eight historic sites in NM. Museum will open in two phases. First phase will open this fall, Reynolds store, welcoming center with exhibit of the entire Mesilla valley. Phase 2 will open the entire site in the fall of 2025.

The exterior of the buildings will not change aside from much needed repairs. Dept has received over 6 million dollars in funding for the site.

Application does include request for a sign that would be put outside of the building. Would like approve to include.

Trustee Nevarez – nice to hear about the preservation of Mesilla's historic buildings and grateful for the Taylor family's donation.

Trustee Johnson-Burick - no sign permit submitted along with packet. Believed it was not reviewed by PZHAC. Believe can't approve this evening.

Mayor Hernandez – noted supplemental information the signage approval will need to be in a separate application and reviewed by PZHAC first. What is being looked at is the site itself as it is being presented.

Matthew O'Reilly – the packet submitted to the PZHAC had the signage information and was reviewed. Asked if the BOT packet had it as well.

Mayor Hernandez – it was submitted in the packet and will need to be submitted as a separate case.

Approved, 4-0.

- e) **APPROVAL (APPEAL) - PZHAC SIGN PERMIT #061814** – 2729 Calle de San Albino, submitted by Ruben Smith, requesting approval to paint a wall sign/mural on his property.  
**ZONE: Historical Residential (HR)**

1<sup>st</sup> motion by Trustee Nevarez

2<sup>nd</sup> motion by Mayor Pro-Tem Merrick

CDC Salazar – reviewed case and PZHAC findings with the board. Request was denied due to murals only allowed under “portal” under the Iguado Plan. Also, murals are not regulated in MTC therefore considered prohibited until ordinance is amended and approved by BOT.

Mayor Hernandez – obtained from voting as the applicant had contacted him prior to his submission.

Trustee Johnson-Burick concerned application says wall/sign mural. The mural has more than art, it has signage. Fully support PZHAC, if allowed, we will have requests non-stop. Will create an eyecore. If was a mural, she would be supportive.

Trustee Nevarez – asked to explain what the “No Parking” on the mural. Was it for people on the street or in their driveway,

CDC Salazar - the signage was an add on to the mural and applicant would be ok with removing it if it would require an approval. The signage was for the driveway and not for people that park in the street.

Mayor Pro-Tem Merrick – asked about making an amendment to the appeal for approval and leaving the signage out.

CDC Salazar – after the PZHAC denied request, applicant Mr. Smith stated the mural should be considered to be under a portal as it is in front of the house and under roof. A small overhang of the roof is located above the mural but not immediately in the entrance of the residence.

Trustee Nevarez – the house itself does have a portal. An extension of the roof of the house. Asked if the commission did not discuss that particular detail.

CDC Salazar – that detail was not presented at the time as I was unaware mural had that overhang extension of the roof. That is why the applicant decided to appeal decision.

Sign ordinance only regulates commercial zone use.

Applicant built the house with the intent to have a mural in place. Whether or not the small overhang over the top of it would be considered as one. It was mentioned after the decision.

Trustee Nevarez – amended his motion with conditions to approve appeal request as the overhang should be considered to be a portal. Also, approve with the condition to remove the signage of “No Parking” from the mural.

Mayor Pro-Tem Merrick – second the motion to approve with conditions.

Trustee Cadena – it is on a case-by-case basis but would like to see amendment requests to our ordinances when these types of issues come across.

Trustee Nevarez – has brought up this topic to the past administration regarding a similar case. Recommend we do create an ordinance regarding murals. Supported of public art that fits within the historic development.

Trustee Johnson-Burick felt more comfortable with the idea of approval once an explanation about the portal area. Definitely do need to look at our ordinances soon regarding murals.

Approved, 4-0 for the condition made by removing the signage and the portal does apply.

Approved 4-0, for appeal.

**f) APPROVAL:** Fiscal Year 2024-25 Preliminary Budget

1<sup>st</sup> motion to approve by Mayor Pro-Tem Merrick

2<sup>nd</sup> motion by Trustee Nevarez

Approved, 4-0.

**g) APPROVAL:** Vector Control Agreement (agreements provided at meeting)

Mayor Hernandez asked for a motion to approve to finish up the current agreement for the remainder of the contract and after transfer service agreement to Dona Ana County.

1<sup>st</sup> motion to approve by Mayor Pro-Tem Merrick

2<sup>nd</sup> motion by Trustee Johnson-Burick

Robert Herrera – Dona County Director of Parks oversees vector services county wide. Explained in detail cost and services provided if approved. Service would be at least 3 applications a month and more if necessary.

Approved, 4-0.

**h) APPROVAL:** Bid Award Calle de Picacho Reconstruction – LP100014

1<sup>st</sup> motion to approve by Trustee Johnson-Burick

2<sup>nd</sup> motion to approve by Mayor Pro-Tem Merrick

Approved, 4-0. Award given to A-Mountain Construction.

8.

No public input.

9. **CLOSED EXECUTIVE SESSION**

**a. Discussion concerning attorney/client privilege matters pertaining to threatened or pending litigation in which the public body is or may become a participant pursuant to NMSA 1978, Section 10-15-1(H)(7)**

1<sup>st</sup> motion to go into closed session by Mayor Pro-Tem Merrick

2<sup>nd</sup> motion by Trustee Nevarez

**b. APPROVAL:** Any actions that may arise as a result of discussions in closed session.

1<sup>st</sup> motion to leave close session and back to regular session by Mayor Pro-Tem Merrick

2<sup>nd</sup> motion to leave Trustee Johnson-Burick

Mayor Hernandez – announced no action was taken during closed session.

## 10. BOARD OF TRUSTEE COMMITTEE REPORTS

Trustee Nevarez – nothing to report.

Trustee Johnson-Burick MPO meeting, May 8<sup>th</sup>

Trustee Cadena – enjoyed historic site presentation. Look forward to opening Reynolds store welcome center in August.

Mayor Pro-Tem Merrick – updates on multi-use trail on Elks drive. Starting to come together from Las Cruces and Dona Ana. DOT project, highway 70 will be finished October of this year. Chaparral 404 done this month.

Mayor Hernandez – also attended DOT meeting and met with all the representatives from each department. Discussed our expectations, and they had a team ready to support our projects. HWY 28 will be resurfaced. Potential of crosswalks. Requested at minimum stop signs on Union/HWY28 to help with traffic from University Ave once that project starts. Other discussions were maintenance on Snow Rd and Calle del Norte. Not in their immediate future to address.

Marshal Ascarate – 5 de Mayo went very smoothly, with no issues. Codes Officer will be resigning at the end of the month. Have received 7 applications so far. Monday – Friday available now if you all need anything. Radios will meet the deadline. Two new Durangos will arrive by end of month.

Fire Chief Whited - new academy started last weekend.

CDC Salazar – working on ordinance. Currently, have had 2 draft reviews on Short-Term Rentals. Hopeful by next meeting we can have our final draft review and forward to BOT. One of the reasons we've picked STR ordinance is not only because we are starting to see more and more requests but also for Lodger's Tax.

Next ordinance we will be working on will be tele-communications amendment proposals or mural ordinance.

Excited in being involved in Certified Local Government (CLG). Historic Preservation certification.

Mayor Hernandez – Brianna is back, working and catching up on office projects/grants.

## 12. BOARD OF TRUSTEE/STAFF COMMENTS

*(Written staff reports included in packets)*

Trustee Nevarez – thankful for everyone that participated in Mesilla Community Day. Also, work the mayor and staff have done on the budget.

Trustee Johnson-Burick thanked residents for participating in the Mesilla Community Day as well. Thanked staff for the work with 5 de Mayo. Asked about the wildlife services due to a skunk issue.

Trustee Cadena – echoed both Trustees in giving thanks to the community and staff for their participation and work.

Mayor Pro-Tem Merrick – fiesta went really well. Dorothy has really good ideas for next time, excited.

Mayor Hernandez – amazing community and staff. Reminded ride of silence, Wednesday, May 16. Having an active community, will be putting forward an ad box committee specifically for public art. Opening in our PZHAC, will be doing interviews until its filled. Meeting with Fire Chief regarding firework ordinance changes.

Changes in town hall. Specifically in this room, repainting. Include previous admin pictures and plaques. Two drinking water bottle fillers, one in town hall and other hopefully at the community center.

### 13. ADJOURNMENT

The Town of Mesilla Trustees unanimously agreed to adjourn the meeting.

Meeting adjourned at **7:44 pm**.

#### NOTICE

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Posted **5/10/2024** online and at the following locations: Town Hall and Visitor's Center Avenida de Mesilla, Public Safety Building 2670 Calle de Parian, Mesilla Community Center 2251 Calle de Santiago, Short's Food Mart 2290 Avenida de Mesilla, and the U.S. Post Office 2253 Calle de Parian.

**APPROVED THIS \_\_\_\_\_ DAY OF MAY 2024.**

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Town Clerk/Treasurer

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Mayor





# Town of Mesilla, New Mexico

THE BOARD OF TRUSTEES (BOT) OF THE TOWN OF MESILLA  
SPECIAL MEETING  
AT THE MESILLA TOWN HALL,  
2231 AVENIDA DE MESILLA.

TUESDAY, MAY 21, 2024 - 4:30 P.M  
MINUTES

**TRUSTEES:** Russell Hernandez, Mayor  
Adrianna Merrick, Mayor Pro Tem  
Biviana Cadena, Trustee (Absent)  
Stephanie Johnson-Burick, Trustee (Absent)  
Gerard Nevarez, Trustee

**STAFF:** Ben Azcarate, Interim Marshal  
Gloria S Maya, Town Clerk/Recorder

**PUBLIC:** None

## 1. PLEDGE OF ALLEGIANCE

Mayor Hernandez led the Pledge of Allegiance.

## 2. ROLL CALL & DETERMINATION OF A QUORUM

### Roll Call.

**Present:** Mayor Hernandez, Mayor Pro Tem Merrick, Trustee Nevarez

## 3. CHANGES TO THE AGENDA & APPROVAL

Mayor Hernandez amended the agenda date.

**Motion:** To approve the agenda, Moved by Trustee Nevarez, Seconded by Mayor Pro Tem Merrick.

**Roll Call Vote: Motion passed (summary: Yes-2)**

Mayor Pro Tem Merrick Yes

Trustee Nevarez Yes

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

**No Public Input**

## 5. CLOSED EXECUTIVE SESSION

- a) Discussion of limited personnel matters pursuant to NMSA 1978, Section 10-15-1(H)(2) -  
Marshal Department

1 **Motion: To approve entering into Closed Executive Session, Moved by Mayor Pro Tem Merrick,**  
2 **Seconded by Trustee Nevarez.**

3  
4 **Motion Passed Unanimously**

5  
6 **Entered Closed Executive Session at 4:32 p.m.**

7 **Motion: To approve entering into Regular Meeting, Moved by Mayor Pro Tem Merrick, Seconded**  
8 **by Trustee Nevarez.**

9  
10 **Motion Passed Unanimously**

11  
12 **Entered Regular Meeting at 4:40 p.m.**

13  
14 **6. APPROVAL: Any Actions that may arise as a result of discussion in closed session.**  
15 **Motion: To approve the hiring of Animal Control and Codes officer, Moved by Mayor Pro Tem**  
16 **Merrick, Seconded by Trustee Nevarez.**

17  
18 **Roll Call Vote: Motion passed (summary: Yes-2)**  
19 **Mayor Pro Tem Merrick Yes**  
20 **Trustee Nevarez Yes**

21  
22 **7. ADJOURNMENT**  
23 **The Town of Mesilla Trustees unanimously agreed to adjourn the meeting. (Summary: Yes-4).**

24  
25 **MEETING ADJOURNED AT 4:43 P.M.**

26  
27 **APPROVED THIS 27<sup>th</sup> DAY OF MAY, 2024**

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32 \_\_\_\_\_  
33 **Russell Hernandez**  
34 **Mayor**

35 **ATTEST:**

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38 \_\_\_\_\_  
39 **Gloria S. Maya**  
40 **Town Clerk/Treasurer**

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

THIS AGREEMENT, numbered **25-418-1003001000-41**, is made and entered into by **State of New Mexico Tourism Department**, hereinafter referred to as the “NMTD,” and **Town of Mesilla**, hereinafter referred to as the “Partner” (collectively the “Parties”) and is effective as set forth below.

RECITALS

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

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

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

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

**I. Obligations of Partner.**

- A. Meet or exceed the requirements of its FY25 Cooperative Marketing Application to promote travel within and/or to New Mexico through advertising and media efforts as defined in the FY25 Award Summary, as approved by NMTD and attached hereto as *Exhibit A*.
- B. Make all payments in accordance with the requirements listed in *Exhibit A*.
  - 1. Acknowledge that failure to make a timely payment will affect advertising and media efforts as defined in the FY25 Award Summary.
  - 2. In the event Partner fails to make payment within 10 business days of the due date indicated in *Exhibit A*, NMTD may cancel this agreement pursuant to paragraph IV(B).
  - 3. Partner may submit a request to extend a scheduled due date, subject to NMTD approval. Failure to comply with the extension schedule may result in cancellation of this agreement pursuant to paragraph IV(B).
- C. Agree to follow the established New Mexico True Brand Style Guide available via link [here](#).
- D. Obtain prior approval from NMTD for any and all use of the Brand. NMTD reserves the right to inspect any usage of the Brand to ensure proper quality and consistency.
- E. Collaborate with NMTD, providing timely inputs and responses to communications that ensure successful execution of all initiatives as outlined in *Exhibit A*.

1. Agree to make every effort to maintain effective communications with NMTD for the term of this agreement.
  2. Acknowledge that in the event Partner fails to timely respond within 10 business days of receipt of a communication, NMTD reserves the right to resume, modify, reject, cancel or stop any and all initiatives or works in progress.
- F. Request and obtain prior approval from NMTD for any and all modifications to the initiatives outlined in *Exhibit A*.
1. An amendment to the Agreement and *Exhibit A* must be executed by all parties before Partner implements the requested change in initiatives.
  2. In the event Partner modifies an initiative without prior approval, NMTD reserves the right to reject, cancel or stop any and all initiatives or works in progress.
- G. Acknowledge that any failure to adhere to the parameters set forth herein may affect Partner's eligibility for future awards.
- H. In addition to the above obligations, for all Flex funds expended, Partner must also:
1. Acknowledge that it has access to, and agrees to comply with, the FY25 Request for Reimbursement Form via the online grant platform and related cycle documents located at <https://nmtourism.smapply.io>. The online application form and Partner's responses to that form are incorporated herein by reference.
  2. Obtain prior approval utilizing the Asana form linked [here](#) and retain approval identification number to submit with request for reimbursement for all cobranded creative materials, i.e. any printed or digital collateral, advertising, etc. that incorporate any part of the New Mexico True brand logo including the customized "logo lockup" provided by NMTD for Partner's use in conjunction with cooperative marketing initiatives.
  3. Fully and accurately complete and timely submit the Request for Reimbursement Form(s) and the Tracking and Impact Report.
    - i. Requests for payment of expenses incurred between July 1, 2024 and May 31, 2025 must be submitted within 30 days of placement in market. ***Expenses incurred before the execution of this agreement will not be eligible for reimbursement.***
    - ii. All requests for payment must be received by June 10, 2025. Incomplete or illegible requests will not be processed.
    - iii. The Tracking and Impact Report must be submitted to NMTD 30 days after the conclusion of the awarded initiative, but no later than July 15, 2025. Failure to do so may result in forfeiture of reimbursement and/or affect Partner's future opportunities.

## **II. Obligations of NMTD.**

- A. Provide assets necessary to meet requirements for logo integration.
- B. For all Flex funds expended, NMTD will reimburse Partner for all eligible expenses, in accordance with the amounts listed in *Exhibit A*, upon receipt of a completed Request for Reimbursement Form along with all required supporting documentation.
- C. Upon receipt of MMP Partner funds, NMTD will:

1. Communicate with media vendors and secure ad placement and/or services as agreed upon and set forth in *Exhibit A*.
2. Provide documentation to Partner to verify agreed upon deliverables were made in accordance with *Exhibit A*.
3. Pay media vendors for ad placement and/or services.
4. Collect and share campaign performance measurement data with Partner.

### **III. Copyright and Quality Control.**

- A. For the term of this Agreement, the NMTD grants to the Partner a nonexclusive, nontransferable, worldwide right and license to use the New Mexico True Brand in furtherance of the Partner's promotion and advertising of and within New Mexico, as outlined in *Exhibit A*. This includes but is not limited to the creation and distribution of advertisements defined in the original application submitted and is subject to NMTD creative approval prior to placement. The Partner must cease use of the New Mexico True Brand within 60 days of the agreement's termination.
- B. All Brand usage and creative must be submitted to and approved by NMTD prior to use and must adhere to Brand Style Guide available via link [here](#).
- C. NMTD will exercise its right to inspect Partner's creative assets designed for and used in conjunction with marketing and promotional campaigns that employ Brand logos to ensure that such use is of proper quality and otherwise consistent with this Agreement.
- D. NMTD shall have the right in its sole discretion to approve or disapprove Partner's creative assets designed for use in marketing and promotional campaigns. NMTD may require that additional samples be submitted or Brand logos be removed from creative assets before use.
- E. If Partner fails to obtain prior approval or should NMTD determine Partner's Brand use is inconsistent, such failure shall be deemed a breach of Partner's obligations under this Agreement for the purposes of the termination under Section IV (B) (1).
- F. All materials developed or acquired by the Partner under this Agreement shall become the jointly owned property of the State of New Mexico. Nothing produced, in whole or in part, by the Partner under this Agreement shall be the subject of an application for copyright by or on behalf of Partner. Furthermore, NMTD may access and use Partner's advertising and other creative production assets at its sole discretion.

### **IV. Additional Terms & Conditions.**

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- B. This Agreement shall become effective upon its execution by both Parties and shall terminate on June 30, 2025.
  1. NMTD may terminate this Agreement if Partner fails to comply with the obligations under this Agreement.
  2. Either party may terminate or seek to further negotiate this Agreement upon thirty (30) days written notice to the other. In the event of termination, neither party may

nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.

3. For the avoidance of doubt, no termination of this Agreement shall relieve Partner of any obligations incurred prior to effective date of such termination including, without limitation, services performed and any prepaid costs.
- C. A “Force Majeure Event” is defined as an event or effect that can be neither anticipated nor controlled which renders performance of the terms of this Agreement impossible, impracticable, or unsafe, including public health emergencies such as COVID-19. If a Force Majeure Event occurs, the parties’ respective obligations hereunder will be excused fully, without any additional obligation, and each of the parties shall bear its own costs incurred in connection with this Agreement.
- D. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto.
- E. Neither party shall be responsible for liability incurred as a result of the other party’s acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.
- F. This Agreement is governed by the laws of the State of New Mexico.
- G. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.
- H. Any notice required to be given to either Party by this Agreement shall be in writing and shall be delivered in person, by courier service or by electronic mail, facsimile, U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

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

To Partner:        Dorothy Sellers  
                          Town of Mesilla  
                          2231 Avenida de Mesilla  
                          Mesilla, NM 88046  
                          dorothis@mesillanm.gov

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

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

By: \_\_\_\_\_  
Russell Hernandez, Town of Mesilla  
PARTNER

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

Approved for legal sufficiency:

By: \_\_\_\_\_  
Novela Salazar, General Counsel NMTD

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

By: \_\_\_\_\_  
Rayline Sebay, CPO, ASD NMTD

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

By: \_\_\_\_\_  
Jennifer Saavedra, Agency Head Designee NMTD

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



NEW MEXICO TOURISM DEPARTMENT

EXHIBIT A

FY25 COOPERATIVE MARKETING PROGRAM

AWARD SUMMARY

<b>Organization Name:</b> Town of Mesilla <b>Primary Contact:</b> Dorothy Sellers <b>Email:</b> dorotheys@mesillanm.gov <b>Phone:</b> 5755713890	Type	#	Total \$ Value	NMTD \$	Partner \$ Commitment	Partner \$ Due 07/10/24	Partner \$ Due 12/02/24
	MMP	2	\$34,950.00	\$23,300.00	\$11,650.00	\$5,825.00	\$5,825.00
	FLEX	0	\$0.00	\$0.00	\$0.00	N/A	N/A
	<b>Total</b>	<b>2</b>	<b>\$34,950.00</b>	<b>\$23,300.00</b>	<b>\$11,650.00</b>	<b>\$5,825.00</b>	<b>\$5,825.00</b>

Type	Initiative	Details	#	Total \$ Value	NMTD \$	Partner \$ Commitment	Partner \$ Due 07/10/24	Partner \$ Due 12/02/24
MEDIA MENU PLAN (MMP) AWARDS								
DIGITAL	Blue Corn PACKAGE (Foundational): Managed Search + Facebook Static	<a href="#">Details</a>	1	\$19,950.00	\$13,300.00	\$6,650.00	\$3,325.00	\$3,325.00
DIGITAL	NM Travel Intender Ads (available as add-on to Package ONLY)	<a href="#">Details</a>	1	\$15,000.00	\$10,000.00	\$5,000.00	\$2,500.00	\$2,500.00





# PROPOSED SOLUTION

## TOWN OF MESILLA \ MAYORS OFFICE

### EQUIPMENT

QTY	MODEL NUMBER	DESCRIPTION
1	AA7R011	bizhub C450i 45 ppm color MFP
1	A883012	FK-514 FAX KIT (1st/2nd LINES)
1	AAR4WYE	FS-539 SD (50- sheet floor staple finisher plus saddle stitch and manual stapler)
1	AAV5019	PC-416 PAPER FEED CABINET
1	A87JWY2	RU-513 FINISHER RELAY UNIT
1	ACDMWY2	UK-221 WIRELESS LAN KIT
1	AC28W11	2/3 Hole Punch Unit (FS-539/FS-539SD)

LEASING OPTIONS	LEASE TERMS	LEASE PAYMENT
	48	\$359.64

MAINTENANCE		RATES	
<b>BLACK COPIES INCLUDED</b>	6,000	<b>ALL PRINTS AFTER:</b>	\$0.0074
<b>COLOR COPIES INCLUDED</b>	1,500	<b>ALL PRINTS AFTER:</b>	\$0.0615



#### MAINTENANCE

Covers: parts, labor, consumables, drums, rollers, blades, and **all supplies**



#### SERVICE & SUPPORT

Service call response time within 1-2 hours and technician arrival within 2-4 hours

<b>USER</b>	Full Legal Name <b>TOWN OF MESILLA \ MAYORS OFFICE</b>	Tax ID#	Phone Number <b>(575) 524-3262</b>
	Billing Address <b>PO BOX 10</b>	City <b>MESILLA</b>	State <b>NM</b>
	Send Email Invoice To:	Zip <b>88046</b>	Attention to:
		Purchase Order Requisition Number	

<b>EQUIPMENT DESCRIPTION</b>	Equipment Make	Model Number	Serial Number	Base Monthly Rental*	Minimum Monthly Copies	Cost-Per-Copy Additional Copies	Beginning Meter Reading
	KONICA MINOLTA	BH-C450I		\$359.64	6000 BK	\$0.007400	
	CONSOLIDATED TOTAL				1500 COLOR	\$0.061500	

\* Each payment is subject to applicable taxes.

<b>PAYMENT</b>	Term in Months <b>48</b>	Meter Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	Security Deposit (PLUS)	First Period Payment (PLUS)	Other (EQUALS)	Total Payment Enclosed
	Billed Copies: <input type="checkbox"/> Individual <input type="checkbox"/> Consolidated		+	+	=	

**TERMS AND CONDITIONS**

**1. Rental Agreement:** You (the "User") agree to rent from us (the "Owner") the equipment listed in the "Equipment Description" section of this Rental (CPC) Agreement ("Agreement") and/or any attached Schedule ("Equipment"). You promise to pay us a Base Monthly Rental Payment ("Rental Payment"), plus the Cost-Per-Copy Additional Copies ("Additional Copy Charge") on copies in excess of the Minimum Monthly Copies stated above. The Additional Copy Charges will be invoiced at the end of each meter reading period set forth above. This Agreement is effective on the date that it is accepted and signed by us, and the term of this Agreement begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Rental Payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Agreement you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date, as reasonably calculated by us based on the Rental Payment, the number of days in that period and a month of 30 days. You agree to provide accurate and timely meter readings on the forms or other alternate means specified by us. If meter readings are not received in a timely manner, we may estimate charges. Your Agreement obligations are absolute, unconditional and are not subject to cancellation, reduction, set-off, or counterclaim. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Agreement. We may increase the Rental Payment and Additional Copy Charge on an annual basis, in an amount not to exceed fifteen percent (15%) of the Rental Payment or Additional Copy Charge in effect at the end of the prior annual period. Security deposits. If you are not in default, we will return the deposit to you when the Agreement is terminated. When a payment is not made when due, you agree to pay us a late charge of five percent (5%) of each late payment or \$10.00, whichever is greater. We will charge you a fee of \$25.00 for any check that is returned. **ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS AGREEMENT.**

**2. Equipment Use, Maintenance and Warranties:** We are renting the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Equipment is attached to real estate, it remains our personal property and you agree not to permit a lien to be placed upon the Equipment or to move it from the above location without our prior written consent. If the Rental Payment includes the cost of maintenance and/or service provided by a third party, you agree that we are not responsible to provide the maintenance or service. You will make all claims about maintenance and service to the third party. You agree that any claims about maintenance or service will not impact your obligation to pay all Rental Payments when due.

**3. Assignment:** You agree not to transfer, sell, subrent, assign, pledge or encumber either the Equipment or any rights under this Agreement without our prior written consent. You agree that we may sell, assign or transfer the Agreement, and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations, and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

**4. Risk of Loss and Insurance:** You are responsible for risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all your Agreement obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain insurance against theft and physical damage, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Agreement. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

**5. Taxes:** You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions.

**6. End of Agreement:** You will give us at least 90 but no more than 150 days written notice (to our address below) before the expiration of the initial term of this Agreement (or any renewal term) of your intention to return the Equipment. Provided you have given such timely notice, you shall return the Equipment, freight and insurance prepaid, to us in good repair, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by us. If you fail to notify us, or having notified us, you fail to return the Equipment as provided herein, this Agreement shall renew for additional twelve (12) month terms, with each Rental Payment and Additional Copy Charge equal to 100% of the Rental Payments and Additional Copy Charges at the expiration of the Agreement.

**7. Default and Remedies:** You are in default on this Agreement if: a) you fail to pay a Rental Payment or any other amount when due; b) you breach any other obligation under the Agreement or any other Agreement with us; or c) you, your owner(s) or any guarantor(s) are listed on a US or foreign government sanctions list or are subject to sanctions therefrom. If you are in default on the Agreement we may: (i) declare the entire balance of unpaid Rental Payments for the full Agreement's term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Agreement plus the Equipment's end of Agreement term anticipated fair market value (the "Residual"), with future Rental Payments and the Residual discounted to the date of the default at 1% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all the monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and (iv) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Agreement. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

**8. Miscellaneous:** You agree the Agreement is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge we have given you the name of the Equipment supplier and agree that you may have rights under this contract with the supplier and may contact the supplier for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. **This Agreement was made in Pennsylvania ("PA"), is to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to jurisdiction, personal or otherwise, in any state or federal court in PA and irrevocably waive a trial by jury.** You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. You agree that this Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission or electronic signing of this Agreement by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Agreement term. We hold title to the Equipment. If this Agreement is determined to be a security agreement, you grant us a security interest in the Equipment. We may file UCC financing statements on the Equipment. You authorize us to contact you about your accounts in any way, including at any number or email address at which we believe we can reach you, even if you are charged for such contact by a provider. For information about our privacy practices, please review our privacy statement at dlgroup.com/privacy.

<b>USER</b>	You agree that this is a non-cancelable CPC Agreement. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		
	Signature	DOB	Date
	Title	Print Name	
Legal Name of Corporation <b>TOWN OF MESILLA \ MAYORS OFFICE</b>			

<b>OWNER</b>	<b>De Lage Landen Financial Services, Inc.</b>	
	Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
	PHONE: (800) 735-3273 • FAX: (800) 776-2329	
Commencement Date	Lease Number	
Accepted By:		

<b>ACCEPTANCE</b>	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable. You agree that we may, at our discretion, confirm by telephone your acceptance of the Equipment.		
	Signature	Date	
	Print Name	Title	

<b>GUARANTY</b>	I unconditionally guaranty prompt payment of all the User obligations. The Owner is not required to proceed against the User or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demand of any kind to which I may be entitled. I consent to any extensions or modifications granted to the User and the release and/or compromise of any obligations of the User or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect the event of my death and may be enforced by or for the benefit of any assignee or successor of the Owner. <b>This guaranty is governed by and constituted in accordance with the Laws of the Commonwealth of Pennsylvania and I consent to exclusive jurisdiction in any state or federal court in Pennsylvania and waive trial by jury.</b>		
	Signature	Print Name	Date

080ED0C229v5



# Maintenance Agreement

ABQ- Santa Fe - Taos- Las Cruces - Gallup - Roswell - Ruidoso  
 Phone (505) 256-9579 Fax (505) 256-9634

Date 5/14/2024  
 Customer # 0  
 Representative Keith Houser

**SHIP TO**  
 TOWN OF MESILLA/ MAYOR  
 2231 AVIENDA DE MESILLA  
 Mesilla, NM 88046  
 Main Contact RUSSELL HERNANDEZ  
 Phone (575) 524-3262  
 E-mail [mayor@mesillanm.gov](mailto:mayor@mesillanm.gov)  
 Secondary Contact Name  
 E-mail

**BILL TO**  
 TOWN OF MESILLA/ MAYOR  
 2231 AVIENDA DE MESILLA  
 Mesilla, NM 88046  
 Billing Contact RUSSELL HERNANDEZ  
 Phone (575) 524-3262 Tax ID #  
 E-mail [mayor@mesillanm.gov](mailto:mayor@mesillanm.gov)  
 Invoice Method Email / Paper / ACH

**Service Agreement Pricing & Allowance Details**

Contract Length (months): 48      Taxable?  YES  NO

Monthly Base Billing Total: [Yellow Box]

Base Service Billed (Circle one):  Bundled In Lease  DSI In House

ITEM	Volume Allowance	Base Billed	Overage	Overage Billed
B/W	6000	0	0.0074	
COLOR	1500	0	0.0615	
B/W Printer	0			
COLOR Printer	0			

**Other Items/Products**

ITEM	Qty	Base Billed	Overage	Overage Billed
LFP/Specialty Printer				
Audio Visual Equipment				

If wide-format (LFP) or colorworks, billing is a monthly base fee and does not include parts or consumables

Model	Location/Department	ID Number	Notes
Minolta bizhub C450i 45 ppm color			

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.

<b>CUSTOMER ACCEPTANCE</b>		<b>DSI Contracts Signature</b>	
Authorized Signature	Date	Signature	Date
Print Name	Title		



# IMAGING SITE SURVEY/S.O.W

Installation scheduling will not begin until this form is submitted.

COMPANY NAME: \_\_\_\_\_

INSTALLATION SITE \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

## CONTACT INFORMATION

Primary Contact for Install		<b>*This person will be our initial contact for install coordination.</b>		Method of Meter Collection		
First Last Name		Phone	Email Address	Automated DCA <input type="checkbox"/>	Manual Entry <input type="checkbox"/>	Other (Specify) <input type="checkbox"/>
Meter Collection Tool Contact				Your IT Support Staff		
First Last Name		Phone	Email Address	Always Onsite <input type="checkbox"/>	Offsite <input type="checkbox"/>	3rd Party <input type="checkbox"/>
IT Contact		Are we allowed to contact IT on your behalf?		Available by Appointment <input type="checkbox"/>		
				No IT Support <input type="checkbox"/>		
				Other (Specify) <input type="checkbox"/>		
[Enter First Last Name]		[Enter Phone]	[Enter Email Address]			
First Last Name		Phone	Email Address			

## ENVIRONMENT/FACILITY

Circle ONE		Some questions require written answers	
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Does facility have an accessible shipping/receiving dock?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Will our installation team have access into the primary point of entry? <b>IF NO, please explain in 'Notes' section.</b>	
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Can the delivery vehicle remain parked for the entire installation duration without issues?	
What floor will the unit be installed on?			
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Will there be flights of stairs easily accessible? If so, <b>how many flights?</b>	
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Are doorways large enough for equipment? <b>Please provide # of doorways here.</b>	
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Will there be an accessible elevator for the install?	

## DEVICE/OPERATIONS (IT REQUIRED)

Circle ONE		Some questions require written answers	
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Does this equipment replace a current DSI machine?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Does this equipment replace an active Printer/Scanner/MPF device?	
<b>If the answer was YES to BOTH questions, please fill in the following information:</b>			
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Do you have data/software on your existing machine? (Papercut, Quickbooks, etc.)	
Workstation Operating Systems		Required Print Driver Installation	
<input type="checkbox"/>	Apple/Macintosh	<input type="checkbox"/>	Local PC
<input type="checkbox"/>	Windows 10	<input type="checkbox"/>	Print Server
<input type="checkbox"/>	Windows 11	<input type="checkbox"/>	Citrix
<input type="checkbox"/>	Other (Specify)	[Specify Other Details]	

## CONNECTIVITY & NETWORK (IT REQUIRED)

Circle ONE				What physical equipment will you be using for the equipment?		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Do you have a dedicated outlet for your new MFP(s)? It's a requirement for all MFPs. See Examples:		CATS <input type="checkbox"/>	USB <input type="checkbox"/>	Wireless <input type="checkbox"/>
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Is there an Active Data Port within 6 feet of the equipment?				
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Do you have internet/Wi-Fi access?				

Fill in ALL areas					
IP Address: [Enter IP Address]		Subnet Mask: [Enter Subnet Mask]		Default Gateway: [Enter Default Gateway]	
DNS Server IP: [Enter DNS Server IP]		Domain: [Enter Domain]			

## SET UP FOR NEW DEVICE (IT REQUIRED)

Choose all that apply	Device Features (Copier Defaults) <i>Some questions require written answers</i>
<input type="checkbox"/>	Black and White
<input type="checkbox"/>	Customize 'Favorites' Button? <i>If so, what do you have now?</i>

Faxing	# of workstations to setup
<input type="checkbox"/> Analog Line	None
<input type="checkbox"/> Digital Line	1-5 workstations
<input type="checkbox"/> No Fax	6 or more <i>(additional charge to current rate)</i>

Choose ONE and fill in ALL associated fields

<input type="checkbox"/>	<b>SCAN TO EMAIL</b> SMTP Server IP: [SMTP Server IP]    SSL, TLS, N/A: [SSL, TLS, N/A] <small>(Hostname or Static IP Address)</small> Email: [Enter Email]    SMTP Auth: <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(Desired email address for MFP device)</small> SMTP Port #: [Enter SMTP Port #]
<input type="checkbox"/>	<b>SCAN TO SMB</b> Host/Share: [Enter Host/Share]    Username: [Enter Username] <small>(MAC's require IP Address)</small> <small>(User must have Read/Write Permissions)</small> Path: [Enter Path]    Password: [Enter Password] <small>(Share Path/Name of Destination Folder)</small> <small>*If not written, please have authorized personal onsite on day of install.</small>
<input type="checkbox"/>	<b>NO SCANNING REQUIRED</b>

Circle ONE	Some questions require written answers
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does this installation require Air Print, Google Print, or Papercut setup?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does this installation require Account Codes (tracking) setup? <i>(We will build up to 5 accounts)</i>
<input type="checkbox"/> Yes <input type="checkbox"/> No	Address book build? <i>(If not able to clone, then up to 10 contacts included)</i>

### NOTES

[Enter Notes]

## DISCLOSURE STATEMENT AND SIGN-OFF

**For Primary Contact of Install**

**DISCLOSURE STATEMENT**

Thank you for choosing DSI. The purpose of this Site Survey/S.O.W. is to facilitate seamless coordination between the specified individual/organization and our installation team. Our aim is to minimize any challenges that may arise during the installation process, benefiting both parties involved. Please note that any inaccurate or incomplete information provided may impact the accuracy and efficiency of the install. We kindly request your full cooperation in ensuring the provision of precise details before the date of the install. Please be advised that any additional requests beyond the scope of work will incur additional fees after the completion of the installation. **DSI is not responsible for any modifications pertaining to IT (including but not limited to, firewall settings, STMP settings, and password settings) in the absence of prior notification or involvement of your IT personnel.**

*By signing this form, you agree that this form is complete with correct information, and you have read the disclosure statement.*

[Enter Notes]

Print First Last Name	Signature	Date Signed
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For questions, please contact your Sales Representative or DSI Service Center (888) 386-7834.



**A RESOLUTION BY THE BOARD OF TRUSTEES (BOT) FINDINGS OF FACTS AND CONCLUSIONS TO SPECIAL USE PERMIT/ SUP#061805.**

**WHEREAS**, special use permit (SUP) requested by New Mexico Department of Cultural Affairs (DCA), Historic Sites and Monuments Division,

**WHEREAS**, to operate a museum at Taylor Reynolds Barella Mesilla Historic Site, at 2330 Calle de Santiago, Dona Ana County parcel number **4-006-137-203-434**,

**WHEREAS**, additional Dona Ana County parcels adjacent to be included with request are **4-006-137-209-427** and **4-006-137-210-430**,

**WHEREAS**, the previously known location as Reynolds store (4-006-137-210-430) will open and operate as a visitor's center,

**WHEREAS**, the New Mexico Department of Cultural Affairs-Historic Site Division and Monuments will manage and operate facilities,

**WHEREAS**, a separate sign application will be submitted by applicant to request approval on signage on exterior of building,

**NOW THEREFORE**, be it resolved by the Town of Mesilla's Board of Trustees, the request to operate a museum at 2330 Calle de Santiago, 2330 Calle de Principal, 2340 Calle de Principal has been APPROVED.

Mayor Pro Tem Merrick – Yes,

Trustee Nevarez – Yes,

Trustee Johnson-Burick – Yes,

Trustee Cadena – Yes,

Vote: 4 – 0.

**PASSED, ADOPTED, AND APPROVED this 13th day of May 2024.**

**ATTEST:**

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Gloria Maya  
Town Clerk

---

Russell Hernandez  
Mayor

# **TOWN OF MESILLA**

## **BOARD ACTION FORM**

**ITEM:**

Approval of recommendation to hire Clara Lujan as part-time temporary Recreation Supervisor (Lead), and Melissa Padilla and Norma Garcia as part-time temporary Recreation Supervisors for Mesilla Summer Recreation Program made possible by a donation from El Paso Electric.

**BACKGROUND:**

The Recreation Supervisors will oversee over 36 children ages 5-to-12 as part of the Town of Mesilla 4-week Summer Recreation Program June 3-July 5, 2024 at Mesilla Community Center. All three Recreation Supervisors will be responsible for planning and implementing various activities for the participants. The Recreation Supervisor (Lead) will also serve as the on-site supervisor and decision-maker.

**SUPPORT INFORMATION:**

None

**BOARD OPTIONS:**

1. Approve
2. Modify
3. Reject

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**SUBMITTED BY:** Dorothy Sellers  
**BOT MEETING DATE:** 05/27/2024

**DEPARTMENT:** Community Events