



THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA WILL HOLD A REGULAR MEETING ON MONDAY, FEBRUARY 11, 2019 AT 6:00 P.M. IN THE BOARD ROOM OF THE MESILLA TOWNHALL, 2231 AVENIDA DE MESILLA.

- 1. PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL & DETERMINATION OF A QUORUM**
- 3. CHANGES TO THE AGENDA & APPROVAL**
- 4. PUBLIC INPUT** – The public is invited to address the Board for up to 3 minutes.
- 5. *APPROVAL OF CONSENT AGENDA** – The Board will be asked to approve by one motion the following items of recurring or routine business. The Consent Agenda is marked with an asterisk *:
 - A. *BOT Minutes** – Minutes of a Work Session and a Regular meeting of January 28, 2019.
 - B. *PZHAC Case 060841 W/CONDITIONS** – 2551 Calle Principal, submitted by Burt McClure, a request for a zoning permit to allow the repair and repainting of window trim; and the construction of a small fence and shed on a residential property at this address. Zoned: Historical Residential (HR).
 - C. *PZHAC Case 060842** – 2551 Calle Principal, submitted by Burt McClure, a request for a zoning permit to allow the repair of plaster and the repainting of a dwelling on a residential property at this address. Zoned: Historical Residential (HR).
 - D. *PZHAC Case 060843** – 1750 Calle de Mercado, submitted by Anna Biad for “Blue Door Venue”; a request for a zoning permit to allow the applicant to set up one of the buildings and an outdoor garden area at this address for a catering operation, and to build a rock wall at the rear of the building. Zoned: General Commercial (C).
 - E. *PZHAC Case 060844** – 1750 Calle de Mercado, submitted by Anna Biad for “Blue Door Venue”; a request for a sign permit to allow the applicant to erect a wall sign on the building used for the catering operation. Zoned: General Commercial (C).
 - F. *PZHAC Case 060845** – 1750 Calle de Mercado, submitted by Anna Biad for “Acton Academy”; a request for a sign permit to allow the applicant to erect a wall sign on the building used for the school operation. Zoned: General Commercial (C).
- 6. NEW BUSINESS:**
 - A. For 1st Reading/Public Input: Ordinance 2018-03** – amending Chapter 6.05 Animal Control – **K.C. Alberg, Marshal.**
 - B. Resolution 2019-01** – a Resolution enabling the Town of Mesilla, New Mexico, to establish an Animal Control Ordinance schedule of fines, fees and penalties. – **K.C. Alberg, Marshal.**
 - C. For renewal: Of contract MES2016-07** - An Agreement with Dr. Baker, DO for Medical Director. – Kevin Hoban, Fire Chief.

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 48 hours prior to the meeting. The Mayor and Trustees request that all cell phones be turned off or set to vibrate. Members of the audience are requested to step outside the Board Room to respond to or to conduct a phone conversation. A copy of the agenda packet can be found online at www.mesillanm.gov.

Posted 2/7/19 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.



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6 **BOARD OF TRUSTEES AND THE PLANNING, ZONING AND HISTORICAL APPROPRIATENES**
7 **COMMISSION**
8 **TOWN OF MESILLA**
9 **JOINT WORK SESSION**
10 **MONDAY, JANUARY 28, 2019**
11 **5:00 P.M.**
12
13

14 **TRUSTEES:** Nora L. Barraza, Mayor
15 Jesus Caro, Mayor Pro Tem
16 Carlos Arzabal, Trustee
17 Veronica S. Garcia, Trustee
18 Stephanie Johnson-Burick, Trustee
19
20 **STAFF:** Cynthia Stoechner-Hernandez, Town Clerk/Treasurer
21 Larry Shannon, Community Development
22 Gloria Maya, Recorder
23
24 **PUBLIC:** Susan Krueger
25
26

27 1. Discussion on revising Ordinance 18.65 Signs.
28 Mayor Barraza opened worksession at 5:02 p.m.
29

30 Mayor Barraza reviewed concerns and questions:
31 -06.22.219 Public Input meeting with six business owners in attendance
32 -emails have been received from other businesses
33 -ordinance should reflect the historic character of Mesilla
34 -referred to Yguado Plan
35 -understands problems businesses are encountering due to growth
36 -businesses need to draw customers
37 -directory signage on Ave de Mesilla
38 -La Hacienda is more than what she would have approved
39 -fences should not be over 6 ft. high
40 -directory signage has created issues
41 -Onate Plaza would like to update signage
42 -maps need to be kept current (plaza, town hall & parking lot)
43 -public restrooms and post office needs signage
44 -signage for businesses off the plaza
45 -signage welcoming people to the plaza
46 -size of signage
47 -sandwich signs
48

49 Mr. Shannon stated there are parts of the current ordinance that are contradictory and inflexible. Onate
50 Plaza would like to remove business names that are no longer in the plaza but with the current ordinance

1 the sign would need to be taken down completely because it is non-conforming. Businesses on Highway
2 28 cannot compete with the Las Cruces businesses due to the sign restrictions.

3
4 Chairperson Hernandez stated businesses are concerned with getting people into their stores and off
5 premises signage. He reviewed the inconsistencies of 18.65.160.

6
7 Mayor Barraza asked what the difference is between a free-standing sign and a ground bases sign as
8 referred to in 18.65.160 (c and e).

9
10 Mr. Shannon stated he is unsure; seems to be the same thing.

11
12 Mr. Hernandez reviewed concerns:

13 -page 5 temporary signs

14 -page 8 recommends changing candidate signage from 30 days to 90 days to match the county

15 -page 8 (j) asked why is it 1/3

16 -page 8 (o) include non-profit signs

17 -revisit Permit Fees; one straight fee

18 -page 10 setting no limit on temporary signs

19 -revisit sandwich board signs

20 -sandwich board signs should be allowed in historical zoning

21 -issue on offsite wall signs

22 -sign should be 25 sq. ft. for businesses being listed

23 -reconsider back lit lettering illumination 18.65.180

24 -ground set projecting illumination

25 -alter number of exterior signs 18.65.220

26 -verbiage changed for off premise signs in 18.65.230

27
28 Trustee Arzabal stated we need to take the businesses concerns into consideration. Andele's has been
29 trying to fix her sign for years. The board needs to help the businesses.

30
31 Mayor Barraza stated it is challenging to revise ordinances. The board needs to be cautious where off site
32 signage can be placed. We need to keep the town's historic character and ambience in place. Residents
33 feel there are already too many signs on the plaza. Things have changed since the 1970's. We can work
34 with Ms. Schneider regarding the sign at Onate Plaza. The sidewalks around the plaza are uneven which
35 limits where a sandwich sign can be placed which affects ADA compliance; do we pick and choose.
36 There are gray areas in the ordinance.

37
38 Allowing more temporary signs would open it up to having more banners and sandwich signs making it
39 distractive. The ambience and character of Mesilla is what attracts tourist.

40
41 Mayor Pro Tem Caro stated signs are being placed which blocks traffic view.

42
43 Trustee Johnson-Burick stated we need to support the businesses but does not want to see the core littered
44 with signage. The commercial area has an opportunity for additional signage.
45 She does not want to take away from the integrity from the plaza. She would like to find a balance to
46 support the businesses.

47
48 Trustee Arzabal stated we have a responsibility to invest in a sign welcoming people to Mesilla.

49
50 Mayor Barraza stated there are currently welcome signs on Highway 292 and Ave de Mesilla. She asked

1 the trustees how they feel about allowing more temporary signs.
2
3 Mayor Pro Tem Caro responded there are a lot of signs in Santa Fe which distracts.
4
5 Mayor Barraza stated do we want to decorate the plaza with temporary signs/banners. Do we want our
6 community to look like Santa Fe? The current signage in the core is done in good taste. We do need to
7 come up with something for the side businesses. She agrees something needs to be done in the Mercado
8 area. There needs to be a plan, long term solutions, since businesses do not own the property the signs
9 would be on. There is a business in the Mercado area by Emerald Isle that did not want to participate in
10 the sign due to the cost, so he attached a feather sign to his vehicle.
11
12 Mr. Hernandez stated it is the responsibility of the businesses to come up with a plan. The town as well
13 must set guidelines as to what we expect of them and what we will allow.
14
15 Mayor Barraza stated we need to address the concerns and obstacles now so not to affect future
16 administrations. She agrees political signs need to be revisited.
17
18 Mr. Shannon responded signs cannot be regulated on contents.
19
20 Mayor Barraza stated the items mentioned will be revisited.
21
22 Trustee Johnson-Burick stated businesses that sit on the plaza get most of the traffic. We need to help the
23 businesses outside of the core than would benefit from the signage.
24
25 Mayor Pro Tem Caro recommended changing 18.65.218 to read “will not be permitted”; removing shall.
26
27 Mayor Barraza stated everyone must get into compliance.
28
29 Trustee Garcia agreed that they need to help all the businesses.
30
31 Chairperson Hernandez asked what the timeframe is something is deemed historical. We should look at
32 things at being historically appropriate. The Garcia Honey Farm has been there for many years. La Posta
33 has a tall sign that is not in compliance.
34
35 Mayor Barraza responded based on the Yguado Plan there is a guideline shows to be deemed historical
36 fixtures. We have been going off that list created by our forefathers. She recommends adding existing
37 signs section. The Onate Plaza sign has been there since the Pic Quik was in that location. The La Posta
38 sign is over 60 years old.
39
40 Commissioner Lucero stated Ms. Schneider, Andele’s, told her she wants to tear it down.
41
42 Mayor Barraza responded Ms. Schneider has indicated she now does not want to bring it down.
43
44 Trustee Johnson-Burick stated Ms. Schneider does not want to pay to bring it down and Mr. Binns, owner
45 of the property, will not pay to bring it down.
46
47 Mayor Barraza stated Mr. Shannon will be asked to take pictures of what is currently out in the town.
48 The board will come up with a draft and will hold another worksession to discuss and find a compromise.
49 She knows how important the GRT is to the town. Las Cruces does not have the character and
50 uniqueness the Town of Mesilla has to attract tourist.

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Commissioner Lucero stated we need to help the businesses in Mesilla and to have recognition for them.

Mayor Barraza responded it is our goal to work with the businesses to help them succeed which will include the Mercado commercial area.

Closed worksession 6:00 p.m.

DRAFT

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BOARD OF TRUSTEES
TOWN OF MESILLA
REGULAR MEETING
MONDAY, JANUARY 28, 2019
6:00 P.M.

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

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

PUBLIC: Stefan Schaefer Pat Taylor
Susan Krueger Morgan Switzer
Eric Sanchez Teresa Sanchez
Gilbert Madrid

1. PLEDGE OF ALLEGIANCE

Mayor Barraza led the Pledge of Allegiance.

2. ROLL CALL & DETERMINATION OF A QUORUM

Roll Call:

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

Mayor Barraza held a Moment of Silence for Officer John Paul Duffy.

3. CHANGES TO THE AGENDA & APPROVAL

Motion: To approve agenda, **Moved by** Trustee Johnson-Burick, **Seconded by** Trustee Arzabal.

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

Mayor Pro Tem Caro Yes

Trustee Arzabal Yes

Trustee Garcia Yes

Trustee Johnson-Burick Yes

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

Ms. Krueger stated she likes Trustee Johnson-Burick idea that the plaza has its own draw and that focus should be on the Mercado area.

1 Ms. Switzer-McGinley stated her new business, New Mexico Vintage, sells products that showcase a
2 small sampling from our great state. The Las Cruces Public School Board wants to write a letter to the
3 state contesting our application to move our tasting room to this location. This is a violation of the Open
4 Meeting Act as they were not informed but the information shared was inaccurate. They were not asked
5 to participate. It was not on the agenda that they would be writing a letter. Everything done that night
6 was inappropriate. We do not have an application in with the state currently. If or when we decide to do
7 an application, it will be done through the proper channels. She hopes the town will not let
8 misinformation shared by the Las Cruces Public School Board impact that hearing.
9

10 Dr. Schaefer stated he was born and raised in Mesilla. He opposed the bricks installed during the
11 modification of the plaza; that is not historical. He gave the board a draft of things he wants changed
12 regarding the proposed sign ordinance. Ground based sign limited to 4 ft. does not have much exposure;
13 free standing signs are elevated on posts should be limited to 15 ft. The changes made should help the
14 businesses. He does not have a timeline to move forward; time is of an essence for businesses that are
15 struggling.
16

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

20 **Motion:** To approve consent agenda, **Moved by** Trustee Arzabal, **Seconded by** Trustee Garcia.
21

22 **Mayor Pro Tem Caro Yes**
23 **Trustee Arzabal Yes**
24 **Trustee Garcia Yes**
25 **Trustee Johnson-Burick Yes**
26

- 27 **A. *BOT Minutes** – Minutes of a Work Session and a Regular meeting of January 14, 2019.
28 *Approved by consent agenda*
29 **B. *PZHAC Case 060834** – 2231 Calle de Parian, submitted by Eric and Teresa Sanchez; a
30 request for a demolition permit for the removal of a wooden porch and metal carport behind
31 a dwelling at this address. Zoned: Historical Residential (HR). *Approved by consent*
32 *agenda*
33 **C. *PZHAC Case 060835** – 2231 Calle de Parian, submitted by Eric and Teresa Sanchez; a
34 request for a zoning permit to allow part of the rear of a dwelling at this address to be
35 remodeled. Zoned: Historical Residential (HR). *Approved by consent agenda*
36 **D. *PZHAC Case 060837** – 2341 Calle de Arroyo, submitted by Michael R. Taylor; a request
37 for a zoning permit to allow the replacement of a bedroom window on a dwelling at this
38 address. Zoned: Historical Commercial (HC). *Approved by consent agenda*
39

40 **6. NEW BUSINESS:**

- 41 **A. For Approval:** A Cooperative Project Agreement between the New Mexico Department
42 of Transportation and the Town of Mesilla for construction of the Town of Mesilla Calle
43 Del Norte Multi-Use Path in the total amount of \$564,079. – **Rod McGillivray, Public**
44 **Works Director.**

45 Mr. Gillivray stated a formal approval on this agreement is needed.
46

47 Mayor Barraza stated we are hoping the legislators will fund the town's match of \$82K needed for this
48 project.
49

50 **Motion:** To approve a Cooperative Project Agreement between the New Mexico Department of

1 Transportation and the Town of Mesilla for construction of the Town of Mesilla Calle del Norte Multi-
2 Use Path in the total amount of \$564,079., **Moved by** Trustee Arzabal, **Seconded by** Trustee Johnson-
3 Burick.

4
5 Trustee Arzabal asked what will happen if we do not receive the match money for this project.

6
7 Ms. Stoechner-Hernandez responded we have half of the money needed and may need to seek a loan for
8 the remainder.

9
10 Mayor Barraza stated Representative Cadena is 100% behind this #1 priority Project.

11
12 **Mayor Pro Tem Caro Yes**

13 **Trustee Arzabal Yes**

14 **Trustee Garcia Yes**

15 **Trustee Johnson-Burick Yes**

16
17 **B. For Approval:** Award of McDowell Sewer Project Re-Bid for construction. – **Rod**
18 **McGillivray, Public Works Director. (added 1/25/19 at 3:09 p.m.)**

19 Mr. McGillivray stated bid opening was held on January 25th. The bid document was revised to phase
20 work. J29 was the low bidder for the project. We are asking the board to tentatively award the
21 construction contract as we are waiting for the funding agency to concur.

22
23 Mayor Barraza stated it is waiting on approval from the New Mexico Environmental Department.

24
25 **Motion:** To approve Award of McDowell Sewer Project Re-Bid for construction, **Moved by** Trustee
26 Arzabal, **Seconded by** Trustee Johnson-Burick.

27
28 Trustee Johnson-Burick stated she is concerned tentatively awarding something that has not received final
29 approval with Souder-Miller and Associates.

30
31 Mayor Barraza responded Souder-Miller and Associates did approve it.

32
33 Trustee Johnson-Burick stated they are investigating their experience. She asked why we must tentatively
34 approve it if everything has been done.

35
36 Ms. Stoechner-Hernandez responded it is not tentative it is an award pending funding approval as
37 everything must be run by and approved by Mr. Deal from NMED. Once we receive his approval we can
38 move forward on this project.

39
40 Mr. McGillivray stated we are on a strict timeline.

41
42 Mayor Barraza stated this project has been a nightmare; there have been a lot of delays. We have 14
43 residents that will be hooking up. When the final numbers came in there was not enough funding from
44 Capital Outlay for the complete project, so it will need to be phased out. Money must be utilized by the
45 end of June. It will come back to the Board of Trustees if it is not approved by NMED.

46
47 Trustee Johnson-Burick responded this project has been a long process with a lot of delays.

48
49 **Mayor Pro Tem Caro Yes**

50 **Trustee Arzabal Yes**

1 **Trustee Garcia Yes**
2 **Trustee Johnson-Burick Yes**

3
4 **7. BOARD OF TRUSTEE COMMITTEE REPORTS**

5 Trustee Johnson-Burick stated the next MPO meeting will be February 13th.

6
7 Trustee Arzabal stated he will be attending the next Chief Elected Meeting on March 15th in Magdalena,
8 New Mexico

9
10 Mayor Barraza stated she attended the RTD meeting on January 23rd; will be requesting 3 busses from
11 Capital Outlay.

12
13 **8. BOARD OF TRUSTEE/STAFF COMMENTS**

14 Trustee Arzabal stated it makes it challenging to vote on items when we receive things at the meeting.

15
16 Trustee Johnson-Burick stated she would appreciate receiving information prior to the meeting so that we
17 may be prepared; recommended via email. Thanked the businesses that are working with Planning and
18 Zoning Commission and the Board of Trustees on the sign ordinance. She thanked Ms. Switzer for the
19 information; she was not aware of the situation. Welcomed Mr. Gillivray to the Town of Mesilla.

20
21 Mayor Pro Tem Caro thanked Public Works for taking care of the problems he brought forth at the last
22 meeting. He thanked Chairperson Hernandez for the good points he brought to the worksession.

23
24 Mayor Barraza thanked the business for their input. She is looking at having a draft in the next 2 months
25 for review at a worksession. The final plan will go the attorney for review. A Public Hearing will need to
26 be held. She is getting feedback regarding the parking on Calle de Santiago. There are complaints with
27 cars parking from Ave de Mesilla to Calle de San Albino especially during events making it difficult for
28 cars turning off Ave de Mesilla without backing up or tearing up the curb. She asked what the required
29 footage is for no parking from the end of a street. We will be looking at limiting parking or making it a
30 no parking area. This is a safety issue.

31
32 Ms. Switzer inaudible

33
34 Marshal Alberg responded the distance, provided by State Law, is 15 ft. to a fire hydrant, 20 ft. to a
35 crosswalk or intersection, 30 ft. upon approach to a flashing beacon or stop sign.

36
37 Mayor Barraza stated we will be looking at those issues. She reminded trustees residents are to call 911
38 or MRVDA, 575.526.0795, so there is documentation.

39
40 Trustee Garcia stated not allowing parking in that area will hurt the businesses.

41
42 Mayor Barraza responded that area is not parking spaces for the businesses. She encourages the
43 businesses to place a sign showing parking at the Town Hall and at the parking lot.

44
45 Ms. Switzer stated it will not be ADA friendly; feels there should be a discussion regarding this. She
46 does not want anyone hurt; at the same time, she does not want the businesses hurt.

47
48 Mayor Barraza responded we have looked at different ways of closing off the plaza. The town is looking
49 at obtaining additional property to provide public parking. Staff is 100% in favor of no parking due to
50 safety issues. There is a constant battle between the businesses and Basilica de Mesilla. In the Yguado

1 Plan it has a walking plaza like in Santa Fe and Albuquerque. State Law requires 30 ft. from an
2 intersection, which we are not adhering to.

3
4 Trustee Garcia responded 2 cars length is not all the way to Mrs. Gallegos'. She feels they should wait
5 and look at the plaza as well instead of targeting one area.

6
7 Mayor Barraza responded we can implement it all right now; we can put up a sign.

8
9 **9. ADJOURNMENT**

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

11
12 **MEETING ADJOURNED AT 6:46 P.M.**

13
14 **APPROVED THIS 11TH DAY OF FEBRUARY 2019.**

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19 _____
20 Nora L. Barraza
21 Mayor

22
23 **ATTEST:**

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25
26 _____
27 Cynthia Stoechner-Hernandez
28 Town Clerk/Treasurer
29

BOT ACTION FORM
ZONING PERMIT 060841
[PZHAC REVIEW – 2/4/2019]
STAFF ANALYSIS

(Decision was based on information presented during the Work Session – Part of Item 1)

Item:

Case 060841 – 2551 Calle Principal, submitted by Burt McClure, a request for a zoning permit to allow the repair and repainting of window trim; and the construction of a small fence and shed on a residential property at this address. Zoned: Historical Residential (HR)

Staff Analysis:

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

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

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

Estimated Cost: @ \$114.31

Consistency with the Code:

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

Findings:

- The PZHAC has jurisdiction to review and approve this request.
- The proposed work consists of repairing and repainting window trim, construction of a small fence, and construction of a small storage shed on a residential property at this address.
- The PZHAC has determined that the proposed work will meet all applicable Code requirements.

PZHAC OPTIONS:

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

PZHAC ACTION:

The PZHAC discussed various aspects of the permit, including the location of the proposed fence along with the location and use of the proposed shed, and voted 3 – 0 to recommend APPROVAL of the permit to the BOT WITH THE FOLLOWING CONDITIONS:

- 1. Only the request to complete the repair and painting of the window trim is recommended to be approved.*
- 2. The existing shed shall be removed within six months.*
- 3. The requested fence and shed are not approved at this time. A site plan showing the location and details of the proposed fence and shed shall be provided to the PZHAC for further review.*

BOT OPTIONS:

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

BOT ACTION:

BOT ACTION FORM
ZONING PERMIT 060842
[PZHAC REVIEW – 2/4/2019]
STAFF ANALYSIS

(Decision was based on information presented during the Work Session – Part of Item 1)

Item:

2551 Calle Principal, submitted by Burt McClure, a request for a zoning permit to allow the repair of plaster and the repainting of a dwelling on a residential property at this address. Zoned: Historical Residential (HR)

Staff Analysis:

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

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

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

Estimated Cost: @ \$491.71

Consistency with the Code:

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

Findings:

- The PZHAC has jurisdiction to review and approve this request.
- The proposed work consists of repair of plaster and the repainting a dwelling at this address.
- The PZHAC has determined that the proposed work will meet all applicable Code requirements.

PZHAC OPTIONS:

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

PZHAC ACTION:

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

BOT OPTIONS:

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

BOT ACTION:

**PZHAC WORK SESSION
FEBRUARY 4, 2019
ITEM 1**

Submitted by Burt McClure, a request to discuss plans to conduct several projects on a residential property at 2551 Calle Principal. (Cases 060841 and 060842) Zoned: Historical Residential (HR)

These cases are being heard as the result of several Code violations on the property. In addition to the violations resulting from debris and storage of various items on the property, the applicant conducted work on the dwelling (painted the window trim), and built a small storage shed on the property without permits. As a result, the applicant has requested a permit (Case 060841) to allow the repair and repainting of the window trim on the dwelling, build a fence on the property and to allow the shed to remain. The second permit (Case 060842) is to allow the repair of plaster and repainting of the dwelling.

In the case of the first permit, the applicant has already repainted most of the window trim on the dwelling. (The original color was a bright white.) Although the color used (blue-see attached photos) is a color that is in the chart of colors that is allowed in the Historic Districts of the Town (see attached), and has been allowed by the PZHAC on other projects in the Historic Districts, review and approval by the PZHAC is required first. (The repair of the trim is something that appears to be necessary to prevent it from deteriorating further.)

The PZHAC will need to determine that the color chosen for the painting of the trim will be consistent with Chapters 18.33 (Historic Preservation) and 18.35 (HR-Residential Cultural Historic zone) of the Code.

18.33.100 Miscellaneous, including colors for architectural components, gates, fences, and stucco and material and color for metal roofing.

A. Colors for Architectural Components, Including Windows, Trim, Doors, and for Gates and Fences.

1. Criteria to be used in selecting an appropriate color for architectural components, gates and fences include, but are not limited to:
 - a. The size of the surface area to be covered.
 - b. Other colors that will surround the architectural component, gate or fence.
 - c. Type and texture of the surface, such as rough stucco, smooth metal or wood.
2. An album of color charts and photographs to be used by commissioners, staff and citizens in determining appropriate colors for architectural details and, by extension with this chapter, for gates and fences, is available in the community development department office.

18.35.030 Exterior appearance.

An application for a permit which would authorize construction, modification, moving or destruction which would affect the exterior appearance of any structure, sign, or other improvement affecting use or function must first be approved by the commission. [Ord. 94-06 § 1; prior code § 11-2-11.4.C]

In addition to the proposed painting of the window trim, the applicant would like to build a wooden fence across part of the property to create a small yard area. The fence would be built using wood from old pallets. Wood is an allowed material for fences in the Historic Districts, but the design of the fence will need to fit in with the historic character of the area. (The applicant will present some design ideas at the Work Session.)

The applicant would also like to receive approval for a small wooden shed that he built out of pallets. This was built originally to house his motorcycle. The shed consists of a light frame made from pallets and slats, with a pitched roof made from pallets (see attached pictures).

The second permit (Case 060842) is to allow the applicant to repair the plaster on the dwelling and to repaint the dwelling a color white similar to “Snowball White” or “Colonial White” which are in the Chart of colors allowed by the Town in the Historic Districts. This will be a change from the original color of the dwelling, which is a tan color similar to “Vanilla Cream” which is also in the chart of allowed colors (see attached photos and color chart).

Other Code issues on the property are in the process of being addressed, and the applicant will need to bring the property into compliance with the Code for properties in the Historic Residential District.

The applicant will be present at the work session to provide further details about the requested permits; and will be available to answer any questions that may arise.

Doña Ana County, NM

General Reference Maps

2014 Aerial

Addresses

County Address Points

Select S

Maps

Legend

Map Themes

Parcels

UDC Zoning

Roads and Transportation

NM House Districts

NM Senate Districts

County Commission Districts

City Council Districts

Median Household Income

General Land Ownership

Account Number: [R0400354](#)

Parcel Number: 4006137270498

Owner: MCCLURE ELLEN B TR

Mail Address: PO BOX 288

Subdivision:

Property Address: 2551 CALLE DE PRINCIPAL

Acres: 0



PHOTO OF DWELLING FROM CALLE PRINCIPAL SHOWING WINDOWS AND TRIM, ALONG WITH ORIGINAL DWELLING COLOR



PHOTO OF NORTH SIDE OF DWELLING FROM CALLE DE CORREO SHOWING WINDOW TRIM TO BE PAINTED



PHOTO OF SOUTH SIDE OF PROPERTY FROM CALLE DE COLON SHOWING SHED AND AREA TO BE FENCED



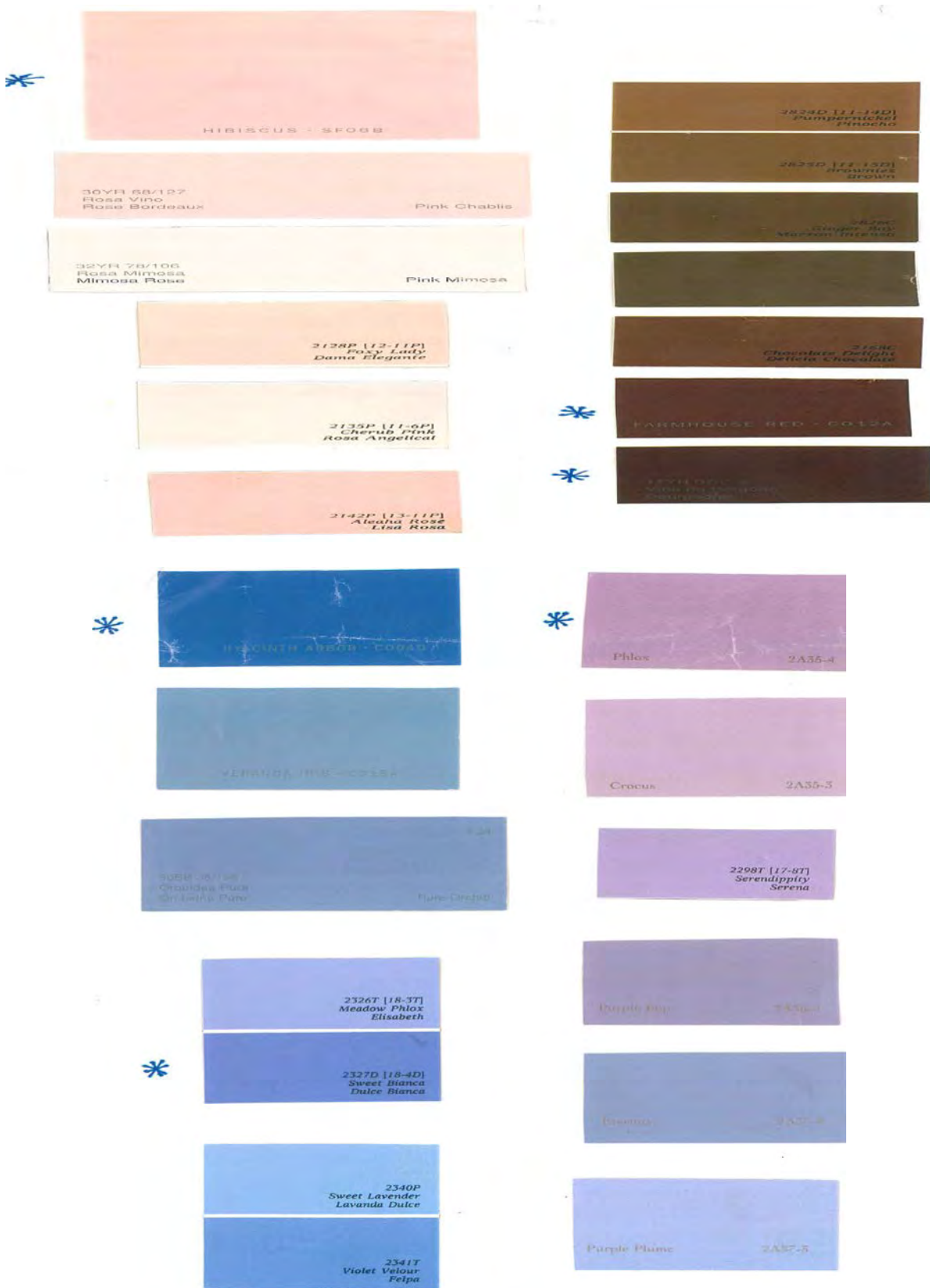
PHOTO OF SHED

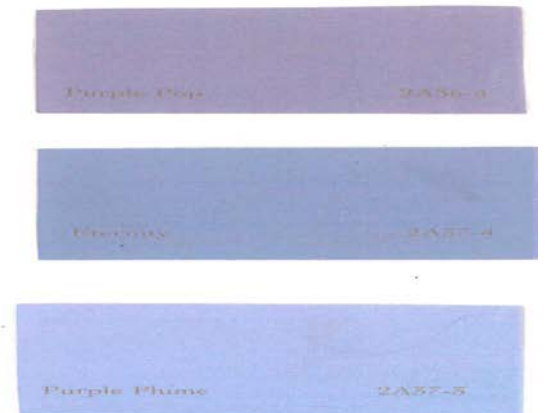
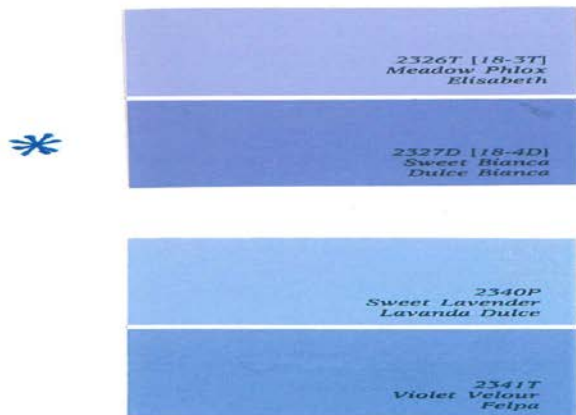
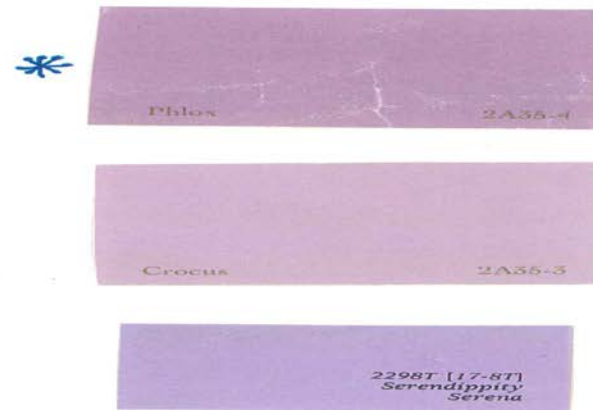
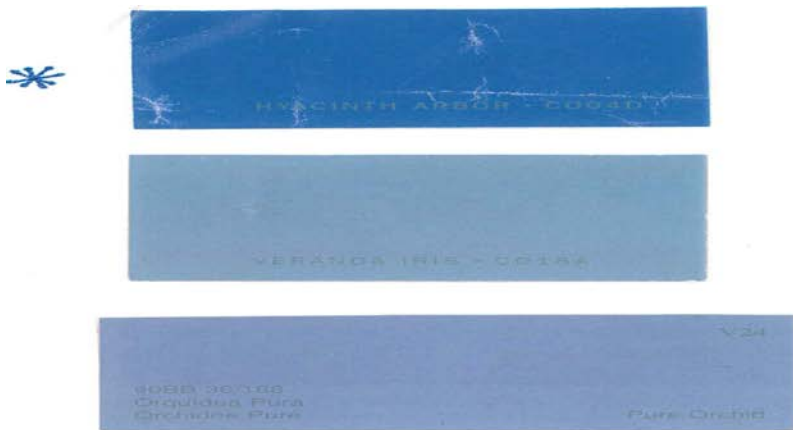


**PHOTOS OF OTHER CODE ISSUES ON THE PROPERTY
(IN PROCESS OF BEING ADDRESSED)**



ALLOWED TRIM COLORS

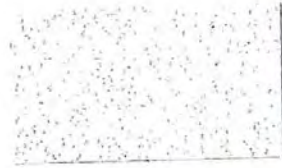




ALLOWED HOUSE COLORS



Snowball
10400(92)



Marble White
10401(90)



Almond
10407(73)



Ochre
10433(69)



Indian Summer
10434(66)



Aluminum
10445(72)



Clear Linen
10431(81)



Cashmere
10411(49)



Bamboo
10425(66)



Limestone
10402(71)



Slate
10404(50)



Grey Mist
10443(65)



Steel Grey
10420(58)



Moonstone
10446(74)



Classic Cream
10421(44)



Clay Powder
10452(35)



Malted Brown
10424(43)



Tundra
10409(55)



Vanilla Cream
10451(68)



Ivory
10444(86)



Pepper
10450(36)



Moss
10447(43)



Canyon Dawn
10449(61)



Khaki
10414(60)



Beige Dune
10448(73)



Brushwood
10423(55)



Chamois
10441(42)



Santa Fe Rose
10436(61)



Oriental Gold
10438(44)



Evening Shadow
10440(43)



Warm Sand
10432(62)



Pale White
10430(80)



Trianon Velvet
10435(77)



Smokey Mauve
10426(55)



Apricot
10427(64)



Pewter
10403(63)



Lavender
10439(52)



Spice Tan
10415(52)



Peachtree Frost
10437(80)



Spicy Sunset
10442(39)



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

OFFICIAL USE ONLY:
 Case # 060841
 Fee \$ 150.00

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

CASE NO. 060841 ZONE: HR CODE: M1 APPLICATION DATE: 1/17/19

B. McClure 575-532-9532
 Name of Applicant/Owner Applicant's Telephone Number

P.O. Box 575 Mesilla Park NM 88047
 Applicant's/Owner's Mailing Address City State Zip Code

BURT McCLURE@G.MAIL.COM
 Applicant's/Owner's E-mail Address

MPS 1580 SAN JOSE Rd LA MESA
 Contractor's Name & Address (If none, indicate Self)

405-4027
 Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number

2551 PRINCIPAL Patch plaster and paint
 Address of Proposed Work:

Description of Proposed Work: HOUSE white

\$ 49171 B. McClure 1/17/2019
 Estimated Cost Signature of Applicant Date

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

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

FOR OFFICIAL USE ONLY

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

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

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

CONDITIONS: PZHAC REVIEW ! BOT FINAL APPROVAL REQUIRED

PERMISSION ISSUED/DENIED BY: _____ ISSUE DATE: _____

This Application will include the following, if checked:

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

TOWN OF MESILLA
 PERMISSION TO CONDUCT WORK
 OR

OBTAIN A COMMERCIAL/RESIDENTIAL BUILDING PERMIT

OFFICIAL USE ONLY:

Case # 060841

Fee \$ 60.00

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

CASE NO. 060841 ZONE: HR CODE: M1 APPLICATION DATE: 1/23/10

Name of Applicant/Owner: B. McClure Applicant's Telephone Number: 575-532-

Applicant's/Owner's Mailing Address: P.O. Box 567 Mesilla Park City: Mesilla State: NM Zip Code: 88047

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

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

Contractor's Telephone Number: 405-4027 Contractor's Tax ID Number: _____ Contractor's License Number: _____

Address of Proposed Work: 2551 Calle Principal

Description of Proposed Work: Patch plaster and paint window trim. Erect small fence northeast corner small storage shed

Estimated Cost: \$ 11431 Signature of Applicant: B. McClure 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 APPROVAL REQUIRED

PERMISSION ISSUED/DENIED BY: _____ ISSUE DATE: _____

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

BOT ACTION FORM
ZONING PERMIT 060843
[PZHAC REVIEW – 2/4/2019]
STAFF ANALYSIS

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

Item:

Case 060843 – 1750 Calle de Mercado, submitted by Anna Biad for “Blue Door Venue”; a request for a zoning permit to allow the applicant to set up one of the buildings and an outdoor garden area at this address for a catering operation, and to build a rock wall at the rear of the building. Zoned: General Commercial (C)

Staff Analysis:

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

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

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

Estimated Cost: @ \$10,000.00

Consistency with the Code:

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

Findings:

- The PZHAC has jurisdiction to review and approve this request.
- The proposed work consists of setting up a building for use as a catering operation, and constructing a rock wall at the rear of the building at this address.
- The PZHAC has determined that the proposed work will meet all applicable Code requirements.

PZHAC OPTIONS:

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

PZHAC ACTION:

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

BOT OPTIONS:

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

BOT ACTION:

BOT ACTION FORM
ZONING PERMIT 060844
[PZHAC REVIEW – 2/4/2019]
STAFF ANALYSIS

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

Item:

Case 060844 – 1750 Calle de Mercado, submitted by Anna Biad for “Blue Door Venue”; a request for a sign permit to allow the applicant to erect a wall sign on the building used for the catering operation.

Staff Analysis:

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

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

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

Estimated Cost: @ \$250.00

Consistency with the Code:

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

Findings:

- The PZHAC has jurisdiction to review and approve this request.
- The proposed work consists of installation of a sign on a commercial building on a property at this address.
- The PZHAC has determined that the proposed work meets all applicable Code requirements.

PZHAC OPTIONS:

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

PZHAC ACTION:

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

BOT OPTIONS:

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

BOT ACTION:

BOT ACTION FORM
ZONING PERMIT 060845
[PZHAC REVIEW – 2/4/2019]
STAFF ANALYSIS

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

Item:

Case 060845 – 1750 Calle de Mercado, submitted by Anna Biad for “Acton Academy”; a request for a sign permit to allow the applicant to erect a wall sign on the building used for the school operation. Zoned: General Commercial (C)

Staff Analysis:

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

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

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

Estimated Cost: @ \$250.00

Consistency with the Code:

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

Findings:

- The PZHAC has jurisdiction to review and approve this request.
- The proposed work consists of installation of a sign on a commercial building on a property at this address.
- The PZHAC has determined that the proposed work meets all applicable Code requirements.

PZHAC OPTIONS:

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

PZHAC ACTION:

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

BOT OPTIONS:

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

BOT ACTION:

**PZHAC WORK SESSION
FEBRUARY 4, 2019
ITEM 2**

Submitted by Anna Biad; a request to discuss plans to use one of the buildings at 1750 Calle de Mercado for a catering operation (**Case 060843, Business Permit 0673**), and to construct a rock and wrought iron wall at the rear of the buildings, and to install signs on two of the buildings at this property. (**Cases 060843, 060844, and 060845**) Zoned: General Commercial (C)

The applicant obtained a Special Use Permit from the Town in 2018 to expand the adjacent Acton Academy into one of the buildings on the property. On September 17, 2018; the applicant obtained permission from the PZHAC (Case 060783) to also use the buildings on the property that were not going to be used for the school for a banquet hall and other commercial uses. Some renovations to the property have already been done as a result of this permit. A sign permit for a directory sign on the property was also obtained at that time, and the sign has been installed.

The applicant is currently requesting Case 060843 to allow further renovations, including an exterior rock and wrought iron wall similar to the wall around the court yard, to one of the buildings to be completed as a banquet hall for weddings and receptions. This will be operated by “Blue Door Venues” (Business Permit Application 0673), a catering company that will be owned and operated by the applicant. The applicant is also requesting a sign permit (Case 060844) for a sign to be placed on the building used for this operation.

A second sign permit (Case 060845) is being requested for the building to be occupied by the school. The two signs being requested are similar to the signs shown in the attached photos provided by the applicant. (The name shown in the example photos will be replaced with the name of the appropriate name in the permits.)

The Sign Code currently allows:

18.45 Commercial Zone (C)

18.65.140 Wall signs.

A. Wall Sign Area.

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

(Each sign will be 25 square feet or less in size.)

18.65.220 Number of permitted signs.

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

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

(The permits are for one sign on each building. The two uses are separate entities.)

Additionally, the proposed catering use is allowed in the General Commercial district (**18.45.020 Commercial Zone, Uses Permitted - Restaurants and other eating establishments**).

The applicant has been informed that the various uses of the buildings will require approval from CID for the appropriate occupancies, and any further renovation work not covered by previous permits will require review and approval by CID.

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

Doña Ana County, NM

General Reference Maps

2014 Aerial

Addresses

County Address Points

Select S

Maps

Legend

Map Themes

Parcels

UDC Zoning

Roads and Transportation

NM House Districts

NM Senate Districts

County Commission Districts

City Council Districts

Median Household Income

General Land Ownership

Account Number: [R0401181](#)

Parcel Number: 4006137253232

Owner: HACIENDA INVESTMENTS LTD

Mail Address: 5140 NIZHONI TRAIL

Subdivision: MERCADO DE LA
MESILLA PHASE 1 & 3B REPLAT NO 1
(BK 24 PG 163 - 1627098)

Property Address: 1750 CALLE DE
MERCADO

Acres: 0



Town of Mesilla, New Mexico

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

ZONING

Application for Building Permit

Certificate of Occupancy, Use and Historic Appropriateness

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

Application Date: 1/24/19

Anna Biad
Name of Applicant

644-8265
Telephone Number

1750 Calle de Mercado
Address

Las Lunas
City

NM
State

88005
Zip Code

Proposed Use or Occupancy: Commercial/school Zone: C

Dolph
Contractor Name

Address

Telephone Number

Contractor Tax I.D. #

Contractor License #

This application includes:

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

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

Location & Description of Proposed Work:
* See attached Exhibit A+B

Estimated Cost: \$10,000

Material: _____

Labor: _____

Anna Bied
Signature of Applicant

Required Setbacks: Front _____ Rear _____ Side _____

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

FEE: 25.50 RECEIPT #: _____ ISSUE DATE: _____

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

CASE NO. 060843 Date Received: _____

CID APPROVAL REQUIRED.

W

Town of Mesilla Business Registration Application



OFFICIAL USE ONLY:

Business License #: 0763

Note: A separate business registration application form should be completed for each business location.

PLEASE TYPE OR PRINT

Business Registration Application is: New Renewal

Name of Business

Name of Applicant

MAILING Address

City

State

Zip

PHYSICAL Address of Business

Business Phone

Alternate Phone

E-mail Address

Please include a valid E-mail address, which will be used for information and updates about special events, street closures, and other important town information. If you would like your business included on the Town's tourism website, please visit www.mesillanm.gov and fill out the Business Information Update Request Form, or contact the Community Development Coordinator, Larry Shannon at larrys@mesillanm.gov.

Property Owner Name

Property Owner Address

City

State

Zip

Property Owner Phone

The Location code for reporting earnings received in the Town of Mesilla is 07-303

Square Footage of Business

Number of Employees

Number of Parking Spaces

Zoning Code

Business Applicant Is:

Sole Proprietorship

Partnership

Corporation

Current NM CRS Tax ID

Type of Business - Please describe the product(s) and/or service(s)

The banquet room and courtyard will be rented out for weddings and re

Emergency Contact Information

Responsible party to be called in case of emergency. Enter information in order of requested contact.

Contact 1	Anna Emerick-Biad	Phone Number	575-644-8265
Address	same as above		
Contact 2	Chris Biad	Phone Number	5756443532
Address	same as above		
Contact 3		Phone Number	
Address			

Do you have an alarm system? Yes No

If yes, what kind? What company responds?

Applicant hereby states under oath that all statements and representations made in this application are true and valid.

Signature of Applicant Anna Emerick-Biad Date 1/11/19
Signature of Building Owner Anna Emerick-Biad Date 1/11/19

OFFICE USE ONLY

Receipt Number	<input type="text"/>	Date of Payment	<input type="text"/>	<input type="checkbox"/> Utility service verified with utility department
Case Number	0763	PZHAC Approval Date	-	
Sign Permit Case #	<input type="text"/>	BOT Approval Date	-	
Zone	C	Renewal Date	3/15/19	
				<input type="button" value="Submit by E-mail"/>

Fire Department Inspection Verification

Fire Department Signature _____

Inspection Date _____ Approved Yes No

CID APPROVAL REQUIRED 

CRS Verification of Location Code

PHOTO OF THE BUILDINGS FROM CALLE DE MERCADO



PHOTO OF THE BUILDINGS FROM THE REAR SHOWING THE AREA TO BE FENCED



PHOTO OF PROPOSED LOCATION OF “BLUE DOOR VENUE” SIGN



PHOTO OF PROPOSED LOCATION OF “ACTON ACADEMY” SIGN



Exhibit B
Building Permit for 1750 Calle de Mercado

We would like to install a fence around the area noted in Exhibit A. The fence would be a combination of wrought iron and rock wall to match the entry courtyard space.

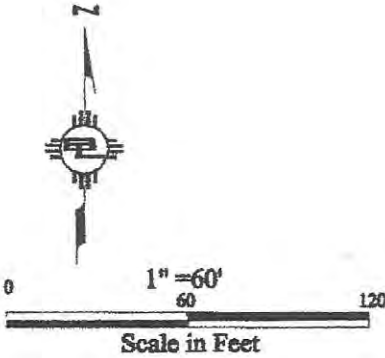


Exhibit A

PLAT OF SURVEY

LOT 1, MERCADO DE LA MESILLA
 PHASE I & 3B, REPLAT NO. 1
 PLAT FILED NOVEMBER 23, 2016, IN
 PLAT BOOK 24, PAGE 163, OF THE
 DONA ANA COUNTY RECORDS
 TOWN OF MESILLA
 DONA ANA COUNTY
 NEW MEXICO

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD DIR	CHORD
C1	25.00	23.05	52°49'16"	N44°18'54"W	22.24
C2	71.00	23.47	18°56'14"	S27°22'18"E	23.36
C3	25.00	26.33	60°20'40"	N06°40'11"W	25.13
C4	257.44	252.09	56°06'20"	S04°32'45"E	242.14



INSTRUMENT OF RECORDS:
 FILED
 instrument #0011842
 OF THE DONA ANA COUNTY RECORDS

DRAWN BY:	S. Peale
FIELD BY:	E.R., c.s.
JOB NO.:	17-07-0308
DATE:	July 27, 2017

PROPERTY IS IN AN "X" DESIGNATED ZONE;
 AS SHOWN ON THE FLOOD INSURANCE RATE MAP
 COMMUNITY PANEL NO. 35013C1093 G,
 EFFECTIVE JULY 6, 2016

NOTES:
 THE BASIS OF BEARING IS THE NORTH BOUNDARY.
 ALL EASEMENTS SHOWN HEREON ARE PER FILED INSTRUMENT/PLAT
 AS NOTED HEREON.
 BEARINGS AND DISTANCES MATCH THAT OF RECORD, UNLESS OTHERWISE NOTED.
 1/2" IRON RODS WITH YELLOW PLASTIC CAP LABELED NMP5 9433 SET
 AT PROPERTY CORNERS OR AS NOTED HEREON.



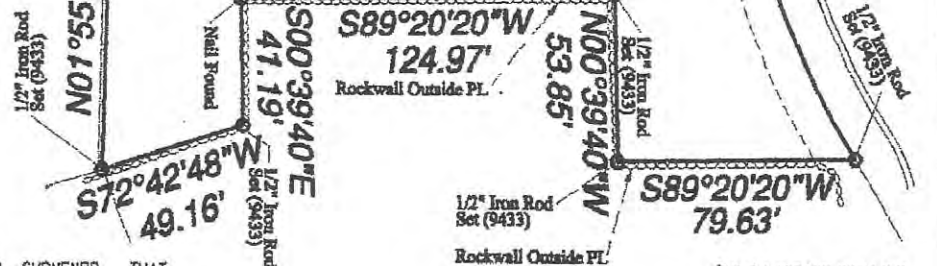
SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, THAT
 THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MADE
 BY ME OR UNDER MY DIRECTION AND THAT IT IS TRUE AND CORRECT,
 MEETING THE MINIMUM REQUIREMENTS OF THE STANDARDS FOR LAND
 SURVEYS IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF
 REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, TO
 THE BEST OF MY KNOWLEDGE AND BELIEF.

July 27, 2017

DATE OF SURVEY

TERENCE G. SCANLON - P.S. NO. 9433
 2990 N. MAIN STREET, STE. 3C, LAS CRUCES, NEW MEXICO 88001



BORDERLANDS
 ENGINEERS AND SURVEYORS LLC
 2990 N. MAIN STREET, STE. 3C
 LAS CRUCES, NEW MEXICO 88001
 PHONE: (575) 523-1443
 FAX: (575) 523-9998

060844
450.00

Town of Mesilla, New Mexico

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

Sign Permit

Application Date: 1/24/19

Blue Door Venue
Name of Business

Anna Biad
Name of Applicant

1750 Calle de Mercado
Address of Business

5140 Nizhoni Trail
Address of Applicant

Las Lunas NM 88005
City State Zip

Las Lunas NM 88005
City State Zip

644-8265
Telephone Number

Alternate Telephone Number

Location and description of Sign:
(include dimensions, lettering, shape, material, texture, colors, and/or finish to be used. Attach a drawing of the location of the sign, including any other advertising structures on the building or lot.)

* see attached

For Office Use Only

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

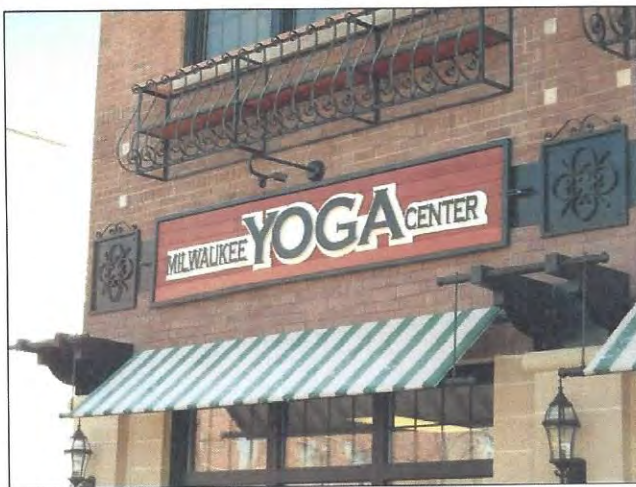
Permit Fee: 50.00
Date of Payment: _____
CASE NUMBER: 060844

Exhibit A
Sign Permit for 1750 Calle de Mercado

We would like to install a sign above the light posts - you can see in the photo where a previous sign was.



Sign to go here.



Sign design idea – wood background with dark lettering and wrought iron components. Size to be determined based on Mesilla sign Code

060845
\$ 50.00

Town of Mesilla, New Mexico

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

Sign Permit

Application Date: 1/24/19

Acton Academy
Name of Business

Anna Biad
Name of Applicant

1750 Calle de Mercado
Address of Business

5140 Nizhoni Trail
Address of Applicant

Las Lunas NM 88005
City State Zip

Las Lunas NM 88005
City State Zip

644-8265
Telephone Number

Alternate Telephone Number

Location and description of Sign:
(include dimensions, lettering, shape, material, texture, colors, and/or finish to be used. Attach a drawing of the location of the sign, including any other advertising structures on the building or lot.)

* see attached

For Office Use Only

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

Permit Fee: \$ 50.00
Date of Payment: _____
CASE NUMBER: 060845

Exhibit A
Sign Permit for 1750 Calle de Mercado

We would like to install a sign where we have drawn the star.



Sign design idea – wood background with dark lettering and wrought iron components. Size to be determined based on Mesilla sign Code

1 **Chapter 6.05**
2 **ANIMAL CONTROL***

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

5 **SECTION 1:**

6 **Chapter 6.05**
7 **ANIMAL CONTROL***
8

9 Sections:

- 10 6.05.010 Short title.
- 11 6.05.020 Authority, purpose and goals.
- 12 6.05.030 Definitions.
- 13 6.05.040 Joint agreement with Animal Humane Society [+Services Center of the Mesilla Valley.+]
- 14 6.05.050 Animal control officer.
- 15 6.05.060 Animal control authority.
- 16 6.05.070 Animals to be personal property.
- 17 6.05.080 Animals running at large.
- 18 6.05.090 Animal fighting prohibited.
- 19 6.05.100 Disturbing peace – Prohibited – Nuisance.
- 20 6.05.110 Impounding strays – Procedure.
- 21 6.05.120 Livestock, other animals.
- 22 6.05.130 Licensing and ~~vaccinations~~ [+identification microchip required+].
- 23 6.05.140 ~~Rabid animals~~ [+Rabies vaccination and exposure requirements+].
- 24 6.05.150 ~~Vicious~~ [+Dangerous+] or [+potentially+] dangerous animals [+dogs+].
- 25 6.05.160 Destruction of animals.
- 26 6.05.170 Housing of animals.
- 27 6.05.180 Wild animals.
- 28 6.05.190 Service animals allowed in public places.
- 29 6.05.200 Restraint of animals.
- 30 6.05.210 ~~Penning female animals~~ [+Nuisance prohibitions+].
- 31 6.05.220 Prohibited acts and conditions.
- 32 6.05.230 Cruelty to animals prohibited.
- 33 6.05.240 Permitted premises.

1 6.05.250 Violation – Penalty.

2 * Code reviser’s note: This chapter, per MTC 9.05.010, is part of the “offense ordinance” of the town. See
3 Chapter 9.05 MTC, Offenses, for definitions and rules of construction for offenses.

4

5 **6.05.010 Short title.** 

6 This chapter may be cited as the animal control ordinance of the town of Mesilla. [Ord. 2007-10 § 1]

7 **6.05.020 Authority, purpose and goals.** 

8 A. Authority. This chapter is adopted pursuant to the enabling provisions of Sections 3-13-3 and 3-17-1 NMSA
9 1978, as amended.

10 B. Purpose. The purpose of this chapter is to establish regulations and general guidelines for the ownership,
11 control, registration, licensing, housing, vaccination, health, safety and care of animals, the impounding and
12 disposition of animals running at large, and the prevention of cruelty to animals.

13 C. Goals. The goals of this chapter are to:

- 14 1. Protect the citizens of the town and their property;
- 15 2. Regulate, restrain and prohibit the running at large of any animal within the boundary of the
16 town of Mesilla;
- 17 3. Regulate the ownership, control, registration, and licensing of animals; and encourage the
18 vaccination of all animals;
- 19 4. Protect the health and safety of animals; reduce animal nuisances; and provide for the control
20 of dangerous or vicious animals; and
- 21 5. Prohibit cruelty to animals. [Ord. 2007-10 § 2]

22 **6.05.030 Definitions.** 

23 The following words, terms, phrases, and their derivations shall have the following meanings:

24 A. “Abandoned” means where an owner has relinquished all right, title, claim and possession of an animal
25 with the intent of not reclaiming it or resuming its ownership, possession or enjoyment. [“Abandonment (or to
26 abandon)” means to leave an animal for more than 24 hours without providing effective provisions for its

1 proper feeding and care. The term "abandonment" (or "to abandon") does not apply to a person or
2 organization operating a permitted feral cat colony returning cats as part of a Trap-Neuter-Return Program.
3 +]

4 B. "Adoption" means to take possession by choice and assume responsibility for proper care and keeping
5 of an animal in accordance with this chapter.

6 C. "Amphibian" means any organism belonging to the vertebrate class Amphibia (including, but not limited to
7 frogs, toads, salamanders, and caecilians).

8 D. "Animal" means ~~a dog, cat, poultry, bird, reptile, insect, arachnid, fish or any other vertebrate, excluding~~
9 ~~the human species and those animals under the jurisdiction of the New Mexico Department of Game and Fish.~~
10 Any vertebrate member of the animal kingdom, excluding humans. +]

11 E. "Animal control center" or "animal control shelter" means any establishment or facility authorized by the
12 town of Mesilla, New Mexico, ~~for the care and custody of impounded animals.~~ [+that provides a temporary
13 home for a stray or surrendered pet animals until the animal is reclaimed by the owner, adopted to a new
14 owner, placed with another organization, euthanized or otherwise disposed of at the discretion of the marshal;
15 and, shall include any impoundment facility, kennel, shelter, veterinary shelter, lot, premise or building
16 maintained, contracted, or utilized by the town for the care and custody of impounded animals. Facilities
17 operated by private organizations for these purposes may be referred to as an "animal shelter". +]

18 F. "Animal control officer" means the person(s) appointed by the marshal pursuant to MTC 6.05.060 to
19 assume and carry out the powers, authority, duties and responsibilities delegated to him or her by the
20 governing body of the town of Mesilla, New Mexico, in MTC 6.05.060.

21 G. "Apiary" means a location where one or more colonies or nuclei of bees are managed by a beekeeper.
22 [*Lettering adjusted hence*]

23 H. "Apiary operation" means the conduction of any activity where bees are raised or kept for their honey or
24 pollination.

25 I. "Arachnid" means any of the various eight-legged arthropods, such as, but not limited to, spiders,
26 scorpions, mites and ticks.

27 J. "Arachnid operation" means the conduction of any activity where arachnids are raised or kept.

1 K. "Astray" means any animal which shall be off and away from its home, unattended or running at large
2 within the town of Mesilla.

3 [+L. "Bee" means all races of the honeybee, *Apis mellifera* L., and other species of the genus *Apis*, that are
4 capable of being managed for the production of honey, wax or pollen, or that are capable of being managed to
5 pollinate plants.

6 M. "Beekeeper" means a person who owns, leases or manages bees.+]

7 N. "Bite" means any puncture or tear of the skin inflicted by the teeth of an animal.

8 O. ~~"Town" means the land area within the boundaries of the town of Mesilla, New Mexico, as may be~~
9 ~~extended by future annexations from time to time, including privately owned land and city, state and federal-~~
10 ~~owned land.~~ [+ "Breeding" means allowing, either intentionally or unintentionally, a dog, cat, or other domestic
11 animal to produce offspring.

12 P. "Canine hybrid" means any offspring resulting from the breeding of a domestic species or breed of
13 canine with that of a wild species or breed of canine, such as a wolf or coyote. Any animal which at any time
14 has been or is advertised, or otherwise described or represented as a canine hybrid, wolf-dog, or wolf hybrid
15 by its owner to an animal control officer, veterinarian, police officer, or official of the department of health
16 shall be considered a canine hybrid for the purposes of this chapter. An animal shall not be judged to be a
17 canine hybrid based strictly on its appearance.

18 Q. "Cat colony" means a group of feral cats that congregates, more or less, together as a unit; and any cat
19 that congregates with the group shall be deemed to be part of it.

20 R. ~~"Cat colony caretaker" means an organization or person or persons responsible for the operation of a~~
21 ~~permitted feral cat colony.~~ "Cattery" means a separate enclosure used to house multiple feral cats.

22 S. "Collar" means a band, chain, harness or other suitable device worn around the neck or torso of an
23 animal to which current rabies vaccination and licensure tags can be affixed.

24 T. "Commercial apiary" means a location where a beekeeper is required to maintain the minimum number of
25 colonies designated by the Board of Regents of New Mexico State University.

26 U. "Community cat" means any unowned, free-roaming cat that may be cared for by one or more residents
27 of the immediate area who is/are known or unknown; a community cat may be or may not be feral.

1 V. "Community cat caregiver" means a non-profit organization or person who, in accordance with a good
2 faith effort to conduct Trap-Neuter-Return, provides care. This care includes providing food, shelter and
3 medical care to a community cat. However, community cat caregivers are not the owner, harborer,
4 controller, or keeper of a community cat and do not have custody over a community cat. +]

5 W. "Confinement" means the restriction of ~~movement of an animal to the premises of its owner, or to the~~
6 ~~premises of one charged with the care and control of the animal.~~ an animal at all times by an owner or keeper
7 to an escape proof building or other enclosure away from the public.

8 X. "Contagious disease" means any disease, parasite or anything adversely affecting adult bees or their
9 brood that may be spread from one bee to another bee or from one colony to another colony;

10 Y. "Council" means the governing body of the town of Mesilla, New Mexico.

11 Z. "County" means the county of Dona Ana, New Mexico.

12 AA. [+ "Dangerous dog" means a dog "that caused a serious injury to a person or domestic animal", as
13 defined under the Dangerous Dog Act, NMSA 1978, Sec. 77-1A-2, *et seq.*, as amended.

14 BB. "Eartipping" means the removal of the distal one-quarter of a community cat's left ear, which is
15 approximately 3/8-inch, or 1 cm, in an adult and proportionally smaller in a kitten. This procedure is performed
16 while the cat is under anesthesia, in compliance with any applicable federal or state law, and under the
17 supervision of a licensed veterinarian. Eartips are designed to identify a community cat as being sterilized,
18 microchipped and lawfully vaccinated for rabies, at the time of eartipping.

19 CC. "Emergency measures" means any action taken by the animal control officer, municipal police, or duly
20 authorized designee in order to preserve the health and/or life of an animal or human being, including but not
21 limited to entering vehicles or premises, given probable cause, and detaining the animal to prevent present
22 or imminent suffering to the animal, a human, or another animal.

23 DD. "Estrus" means the period of fertility as it relates to a female animal.

24 EE. "Feline hybrid" means any offspring resulting from the breeding of a domestic species or breed of
25 feline with that of a wild species or breed of feline, such as an African Serval cat. Any animal which at any
26 time has been or is advertised or otherwise described or represented as a feline hybrid by its owner to an
27 animal control officer, veterinarian, police officer, or official of the department of health shall be considered a

1 feline hybrid for the purposes of this ~~article~~ chapter. An animal shall not be judged to be a feline hybrid
2 based strictly on its appearance.

3 FF. "Feral animal" means an individual animal of a domesticated species that is not behaviorally
4 compatible with humans, and is therefore not suitable to serve as a pet, companion animal, or work animal.
5 Feral cats include all cats that by physical aspect and behavior are deemed to be un-owned, ~~and have been~~
6 ~~trapped for purposes of improving public health and limiting reproduction.~~

7 GG. "Fertile" means capable of producing offspring.

8 HH. "Field health office" means the Public Health Office(s) located in each county and administered by
9 the Public Health Division of the New Mexico Department of Health.

10 II. "Foster care site, residential" means any premises on which more than three dogs, three cats, or any
11 combination thereof in excess of three receive temporary care. These animals have been rescued and are
12 in need of permanent homes. These sites have been approved for foster care by the marshal, an animal
13 control shelter, or by non-profit animal adoption agencies in the community, and may be exempted from
14 multi-site residential requirements by the marshal.

15 JJ. "Found animal report" means a written notice submitted to the marshal by the finder of an unclaimed or
16 stray animal, accurately describing the animal and the conditions under which the animal was found, including
17 the location, date, and time. Such a report shall also include the name and accurate contact information for the
18 person submitting said report.

19 KK. "Guard dog" means a dog that is used to ~~defend, patrol, secure, or protect~~ [+commercial+] property ~~or~~
20 ~~persons~~, but excludes a dog used exclusively to guard livestock.

21 LL. "Harbor" means to allow, either intentionally or unintentionally, any stray animal to linger on one's
22 premises by feeding such animal without making all effective provisions for such animal as required by this
23 chapter. Persons harboring an animal shall be subject to the provisions of this chapter applicable to a person
24 owning or having custody, the care, or control of an animal. The term "harbor" does not apply to ~~a person or~~
25 ~~organization operating a permitted feral cat colony~~ [+community cat caregivers.+]

26 MM. "Hive" means a container made or prepared that is used as a home by a colony of bees

27 NN. "~~Hobby breeder~~" means a ~~small scale dog or cat breeder who owns no more than three breeding female~~
28 ~~dogs or cats (older than six months) that are registered with a recognized registry organization or association.~~

1 [+“Humane” means to have compassion, benevolence, and sympathy for people and animals, especially for
2 those suffering or in distress.”

3 OO. “Identification microchip” means a small integrated circuit made of inert, biocompatible material that
4 will not disintegrate or rust, implanted via injection beneath the skin of an animal typically in the area
5 between the animal's shoulder blades, and stores a unique, unalterable, alphanumeric code which can be
6 registered to correspond with contact information for the owner of the animal.+]

7 PP. “Immediate control” means direct physical control over an animal by a capable and competent person
8 by use of:

- 9 1. A secure collar or harness and leash for a dog; or
- 10 2. A secure leash in conjunction with a properly fitting harness for a cat or a ferret; or
- 11 3. A secure and appropriate portable animal crate or cage for any animal.

12 QQ. “Impoundment” means the taking custody of a stray, vicious animal or an animal alleged to be vicious,
13 by an animal control officer, municipal police officer, or duly authorized designee, and the detention of the
14 animal in the animal control center.

15 RR. ~~“In season” or “in heat” means a period of time during which a female animal is capable of being~~
16 ~~impregnated or conceiving.~~ “Insect” means any of a class of usually winged invertebrate animals, such as, but
17 not limited to, flies, beetles, moths, bees, wasps, butterflies, grasshoppers, lice, and fleas, having three pairs of
18 legs and a three-segmented body.

19 SS. “Insect operation” means the conduction of any activity where insects are raised or kept.

20 TT. ~~“Kennel” means any person, joint venture, partnership, limited liability company, corporation or other~~
21 ~~business entity that is engaged in the maintenance and shelter of animals not their own for profit, or that is~~
22 ~~engaged in the breeding and sale of animals for profit.~~ [+“Inspection” means a visual check by the animal
23 control officer of any premises to ensure that no violations of this chapter are present.

24 UU. ~~“Leash” means a chain, strap or cord of sufficient substance to hold under control the animal attached~~
25 ~~thereto and shall be no longer than eight feet.~~ “Intact” means fertile, as defined in this chapter.

26 VV. ~~“Livestock” means horses, cattle, pigs, sheep, goats, rabbits and/or poultry.~~ “Isolation” means the
27 confinement of an animal in an escape proof run or cage so that there is no possibility of direct contact with

1 other animals or humans, except for the minimum contact by humans that may be required to maintain the
2 wellbeing of the animal.

3 WW. "Litter" means a group of one (1) or more young animals born at the same time from the same
4 mother.

5 XX. "Livestock" means all animals that have been domesticated for cultivation and/or domesticated
6 animals that are used for human consumption and includes horses, asses, mules, cattle, bison, buffalo,
7 beefalo, camelids, ostriches, emus, rheas, sheep, rabbits, goats, swine, peafowl, poultry, and farmed
8 cervidae, but excludes canine or feline animals.

9 [+YY. "Marshal" means the chief law enforcement officer and department supervisor of the police department
10 of the town of Mesilla, New Mexico, as defined under the MTC Chapter 2.45, Police Department, as amended.

11 ZZ. "Marshal's Department" The town's police department, as defined under the MTC Chapter 2.45, Police
12 Department, as amended.

13 AAA. "Microchip" means identification microchip, as defined in this chapter.

14 BBB. "Microchipped" means to have had a working registered identification microchip implanted.

15 CCC. "Missing animal report" means a written notice submitted to the marshal by the owner of a missing
16 animal, accurately describing the animal and the conditions under which the animal was last seen, including
17 the location, date and time. Such a report shall also include the name and accurate contact information for
18 the person responsible for submitting said report.

19 DDD. "Multi-animal site, commercial" means any premises on which a combination of eight or more dogs
20 or cats four months of age or older, are kept; or where the business of buying, selling, breeding, training or
21 boarding of such animals is conducted, but does not include veterinary hospitals or facilities operated by the
22 town marshal. Such premises were formerly defined as a kennel.

23 EEE. "Multi-animal site, residential" means any premises on which more than three dogs, three cats, or
24 any combination thereof in excess of three, but not more than seven in number, four months of age or older,
25 are kept and on which premises the business of buying, selling, breeding, training, or boarding for
26 compensation is not carried on, with the exception that the sale of not more than two litters per year for each
27 site shall be permitted. Buying, selling, breeding, training, or boarding of such animals for compensation

1 shall be deemed to be a commercial activity not allowed in a residential area unless otherwise permitted by
2 applicable zoning regulations. Such premises were formerly defined as a kennel.+]]

3 ~~DDD. "Municipal police" means the marshal's department of the town of Mesilla, New Mexico.~~

4 FFF. "Neutered" means sterilized, as defined in this chapter.

5 GGG. "Nuisance" means, but is not limited to, defecation, urination, disturbing the peace, emitting noxious
6 or offensive odors, or otherwise endangering or offending the well-being of the inhabitants of the town of
7 Mesilla, New Mexico.

8 ~~HHH. "Owner" means a person who owns, possesses, harbors, keeps, or has custody or control, or~~
9 ~~knowingly causes or knowingly permits an animal to be harbored or kept or has an animal in his care, or who~~
10 ~~permits an animal to remain on or about his premises.~~ [+eighteen (18) years of age or older or the parent or
11 guardian of a person under eighteen (18) years of age who owns, harbors, or keeps an animal or permits an
12 animal to remain on or about the premises owned or controlled by him/her. The term "owner" does not apply to
13 a community cat caregiver.

14 III. "Performing animal exhibition" means any spectacle, display, act, or event, other than a circus, in which
15 performing animals are used and to which the general public is invited.

16 JJJ. "Permit" means an official document or certificate issued by the marshal, or his/her designee,
17 authorizing the keeping of specific animals on specific premises.

18 KKK. "Pet" means any domesticated animal kept as a companion animal, and not intended to be used for
19 farming or human consumption. Livestock shall not be considered a pet even if kept as a companion animal
20 and not used for farming or human consumption.

21 LLL. "Pet identification" means a rabies tag, pet license tag, microchip tag, pet identification tag,
22 identification microchip, or any other potential source of owner contact information associated with an
23 impounded animal that may be obtained by the animal control officer. For the purposes of reclamation under
24 this chapter, an animal shall not be considered to be in possession of pet identification if such tags or owner
25 contact information proves to be invalid.

26 ~~MMM. "Pet shop" means any person, joint venture, partnership, limited liability company, corporation or~~
27 ~~other business entity that is engaged in the buying and selling or grooming of animals for profit. "Pet mill"~~
28 means a commercial pet breeding facility operated with an emphasis upon profits above animal welfare and

1 often in substandard conditions regarding the well-being of the animals at the facility, which substandard
2 conditions include, but are not necessarily limited to overbreeding, inbreeding, minimal veterinary care, poor
3 quality of food and shelter, lack of human socialization, overcrowded cages, and the killing of unwanted
4 animals.

5 NNN. "Poisonous substance" means any substance, when introduced to the body of a person or animal,
6 causes injury, illness, or death.+]

7 OOO. ["Potentially dangerous dog" means a dog as defined under the Dangerous Dog Act, NMSA 1978,
8 Sec. 77-1A-2, *et seq.*, as amended.

9 PPP. "Potential rabies suspect animal" means any animal that has bitten a person causing a puncture or
10 tear of the skin, potentially exposing the person to rabies.+]

11 QQQ. "Premises" means a parcel of land and the structures thereon.

12 RRR. ["Qualified adopter" means a person who is 18 years of age or older, who has never been convicted
13 of any form of cruelty under any law and in addition has not been convicted two or more times for any violation
14 of this article or its predecessor ordinances, has never had any animal-related permit revoked or suspended,
15 has never failed to reclaim an animal from the town or its designee, has not surrendered an animal within one
16 year of the time of adoption and has never been convicted of child or domestic abuse.

17 SSS. "Qualified service animal" means ~~an animal which has been trained by a recognized service animal~~
18 ~~trainer to assist a blind person, a hearing impaired person, or a mobility impaired person~~ an animal recognized
19 as a service animal under either federal regulations implementing the Americans with Disabilities Act, or NMSA
20 1978, Chapter 28-11-2, as amended. ~~The term shall also include an animal that is deemed necessary by a~~
21 ~~physician licensed to practice medicine in the state of New Mexico.~~ As defined in NMSA 1978, Chapter 28-11-
22 2(B)(2013), a qualified service animal does not include a pet, an emotional support animal, a comfort animal, or
23 a therapy animal. The term shall also include an animal which has been trained and used by law enforcement
24 for legitimate law enforcement purposes.

25 TTT. "Quarantine" means the segregation of an animal for any time as required under state law or this
26 article in order to control the spread of rabies or contagious illness; and, specifically included the strict isolation
27 of a potential rabies suspect animal for a ten (10) day observation period at a place and in a manner
28 designated by the animal control officer and approved by a Field Health Office.

1 UUU. “Rabies vaccination” means ~~inoculation with an anti-rabies vaccine recognized and approved by the~~
2 ~~State of New Mexico and given in an amount sufficient to provide immunity from rabies for a minimum of one~~
3 ~~year~~ means the injection of an approved rabies vaccine by or under the supervision of a licensed
4 veterinarian.

5 VVV. “Reclaim” means an owner’s recovery of an animal that has been impounded at the marshal’s
6 department.

7 WWW. “Reclamation period” means the length of time made available to an animal’s owner, during which
8 he or she may reclaim such animal from the marshal’s department or another designated animal shelter as
9 his or her personal property. The reclamation period shall be measured in working days, which shall include
10 any day in which the marshal’s department or a designated shelter’s reclamation department/office is open
11 to the public for a minimum of three continuous hours.

12 XXX. “Release of ownership (or owner relinquish)” means a document to be signed by the owner of an
13 animal in which he or she relinquishes all right and title of the animal to the marshal’s department.+]

14 YYY. “Reptile” means any of various cold-blooded, egg-laying vertebrates [+of the class Reptilia (including,
15 ~~such as, but not limited to,+~~ snakes, crocodiles, lizards, frogs, turtles, iguanas, ~~salamanders, newts, and toads~~
16 geckos).

17 ZZZ. [+“Residence” means a building used by a person as a place of general abode, or as a principal or
18 actual dwelling place in fact, without regard to intent.”

19 AAAA. “Restraint” means any of the following:

- 20 1. To be under the immediate control of a capable and competent person; or
- 21 2. To be secured by a tether confining the animal within the owner’s premises; or
- 22 3. To be secured within an escape-proof enclosure within the owner’s premises.

23 BBBB. “Run or running at large” means to be free of physical restraints and go beyond the boundaries of the
24 premises of the owner.

25 CCCC. ~~“Service animal” means an animal which has been trained by a recognized service animal trainer to~~
26 ~~assist a blind person, a hearing impaired person, or a mobility impaired person.~~ [+“Sexual abuse of animals”
27 means intentionally engaging in sexual intercourse, cunnilingus, fellatio, or anal intercourse with an animal or

1 the causing of penetration, to any extent and with any object, of the genital or anal openings of an animal,
2 whether or not there is any emission.

3 DDDD. "Sterilization" means rendering an animal permanently incapable of producing offspring, either by
4 the spaying of a female animal or by the neutering of a male animal. Such an animal is deemed to be
5 sterilized. An unsterilized animal is also known as being intact.

6 EEEE. "Surrender" means the relinquishment of ownership of an animal to the animal control authority by
7 the owner of the animal.

8 FFFF. "Tether" means to restrain an animal by means of a chain, lead, runner, cable, rope, or similar device
9 attached to either a stationary object or to a running line, pulley, or trolley system.

10 GGGG. "Therapy animal" means a therapy animal, as defined in NMSA 1978, Section 28-11-2(A) (2013),
11 also known as an emotional support animal or comfort animal; and, is an animal selected to accompany an
12 individual with a disability that does not work or perform tasks for the benefit of an individual with a disability
13 and does not accompany at all times an individual with a disability. Also an animal used as a therapeutic tool
14 to improve social, emotional or cognitive function, improve communication, reduce stress and violence and to
15 provide health-promoting, preventive and rehabilitative measures.+]]

16 HHHH. "Town" means the land area within the boundaries of the town of Mesilla, New Mexico, as may be
17 extended by future annexations from time to time, including privately owned land and city-, state- and federal-
18 owned land.

19 IIII. "Trap" means a ~~mechanical~~ humane device for catching and holding animals.

20 JJJJ. [+ "Trap-Neuter-Return" means the nonlethal process of humanely trapping, sterilizing, vaccinating for
21 rabies, microchipping, eartippng, and returning community cats to their original location or the immediate
22 vicinity.

23 KKKK. "Unrestrained" means to be free from physical restraint."+]]

24 LLLL. ~~"Vicious or dangerous animal" means any of the following:~~

25 1. ~~Any animal which kills or severely injures (so as to result in muscle tears, or disfiguring~~
26 ~~laceration, or require multiple sutures, corrective or cosmetic surgery) a person or domesticated~~
27 ~~animal within the town. It does not include an animal which bites, injures, attacks or attempts to~~

1 attack any person or animal which is unlawfully or without permission upon its owner's or
2 keeper's premises or which is provoked to attack or attempt to attack;

3 2. Any animal which, when unprovoked, engages in behavior that requires a defensive action by
4 a person to prevent bodily injury to a person or domesticated animal within the town when the
5 person and the domesticated animal are off the owner's or keeper's property; or

6 3. Any animal which, because of its poisonous bite or sting, would constitute a significant hazard
7 to persons or domesticated animals within the town.

8 —No animal which bites, injures, attacks, or attempts to attack any person or animal which is unlawfully or
9 without permission upon its owner's or keeper's premises, or which is provoked to attack or attempt to attack,
10 or which is responding to pain or injury, protecting itself or its offspring, or protecting or defending a human
11 being, shall be deemed a vicious animal. "Venomous animal" means any animal with the capability of causing
12 harm by the introduction of a toxic or poisonous substance into the body of another animal or human being.

13 MMMM. "Veterinarian" means a person with a doctor of veterinary medicine degree licensed to practice
14 [+veterinary medicine+] in the state of New Mexico.

15 NNNN. ["Veterinary hospital or clinic" means any establishment maintained or operated by a veterinarian
16 for surgery, diagnosis, and treatment of diseases and injuries of animals

17 OOOO. "Wild animal" means any of the various warm or cold blooded vertebrates, insects, or arachnids
18 living in a natural state, not domesticated, bred or raised, including exotic species. "Wild animal" means any
19 vertebrate animal(s) under the jurisdiction of the New Mexico Department of Game and Fish.

20 PPPP. "Wildlife" means any wild, exotic, or nondomestic mammal, bird, reptile, amphibian, fish, mollusk,
21 or crustacean.+] [Ord. 2007-10 § 3]

22 **6.05.040 Joint agreement with Animal Humane Society Services Center of Mesilla Valley.**

23 

24 The mayor is authorized, with the consent of the governing body, to execute on behalf of the town a joint
25 powers agreement for animal control services with the Animal Humane Society Services Center of Mesilla
26 Valley or an equivalent organization so as to accomplish the purposes of this chapter. [Ord. 2007-10 § 4]

27 **6.05.050 Animal control officer.** 

1 The governing body of the town shall delegate the powers, authority, duties and responsibilities set out in this
2 title to the [+marshal or his duly authorized designee, including the+] animal control officer, ~~municipal police~~, or
3 any duly authorized designee appointed by the mayor, with the consent of the governing body, to protect the
4 citizens of the town and their property. [Ord. 2007-10 § 5]

5 **6.05.060 Animal control authority.** 

6 A. Authority Granted to the Marshal or his Duly Authorized Designee, including the Animal Control Officer,
7 ~~Municipal Police, or Duly Authorized Designee.~~

8 1. Duty to Protect the Health and Safety of the Public. The [+marshal or his duly authorized
9 designee, including the+] animal control officer, ~~municipal police, or duly authorized designee~~
10 shall be concerned with the health and safety of the citizens of the town as affected by animals
11 and to protect the citizens of the town and their property.

12 2. Methods Authorized. The [+marshal or his duly authorized designee, including the+] animal
13 control officer, ~~municipal police, or duly authorized designee~~ shall be authorized to use such
14 methods, means and equipment as are reasonably necessary to bring strays and other animals
15 under control and to enforce the provisions of this chapter. [+This includes the authority to
16 destroy an animal which reasonably appears to pose an immediate and serious threat to
17 human life, if the officer is unable to capture said animal without any substantial danger to
18 himself/herself or others. The destruction of an animal in conjunction with this chapter shall
19 be made with the concurrence of the marshal or a licensed veterinarian.+]

20 3. Entry on Premises [+or Vehicle+] Authorized. For the purposes of discharging his or her
21 duties imposed by this chapter, the [+marshal or his duly authorized designee, including the+] animal control officer, ~~municipal police, or duly authorized designee~~ shall be authorized to enter
22 upon any ~~manned~~ [+private+] premises [+or to enter a vehicle+] if he or she has reasonable
23 cause to believe a violation of this chapter has been committed; or if any provisions of this
24 chapter or any of the laws of the state of New Mexico relating to the care, treatment, control and
25 prevention of cruelty to animals have been or are being violated.
26

27 4. Entry on Private Land [or a Vehicle+] with a Search Warrant. If, however, the owner or
28 occupant of any dwelling or premises objects to inspection, as stated in this section, a search
29 warrant for the inspection of the dwelling and premises[+, or vehicle+] shall be obtained and
30 presented by the [+marshal or his duly authorized designee, including the+] animal control

1 officer, ~~municipal police, or duly authorized designee~~. A search warrant will be obtained from the
2 municipal court prior to inspection, when permission is denied [+], however, a warrant shall not
3 be required if an emergency exists and emergency measures are taken, as defined in MTC
4 6.05.030+].

5 [+5. Rendering Medical Aid to Animals. The [+marshal or his duly authorized designee,
6 including the+] animal control officer, ~~municipal police, or duly authorized designee~~ shall be
7 authorized to render life-saving medical intervention, consistent with the scope of training
8 received and as may be allowed by law, when acting under the direction of a licensed
9 veterinarian. When taking such emergency measures as specified in this section, then the town
10 or its duly authorized agents and representatives shall not be held liable to the owner of the
11 animal.+]

12 B. Authority of the Marshal, or his Duly Authorized Designee, including Animal Control Officer, ~~Municipal Police,~~
13 ~~or Duly Authorized Designee~~ to Enter Private Land without a Search Warrant.

14 1. Entry on Private Land without a Search Warrant. For the purpose of discharging his or her
15 duties imposed by this chapter, the [+marshal or his duly authorized designee, including the+] animal control officer, ~~municipal police, or duly authorized designee~~ shall be authorized and it is
16 declared to be their duty to enter upon private land without a search warrant for the purpose of
17 fresh pursuit or for impounding of any animal found running at large.
18

19 [+C. Interference Prohibited.

- 20 1. A person shall not threaten or interfere with the marshal or his duly authorized designee,
21 including the animal control officer, in the performance of the duties authorized by this
22 chapter.
- 23 2. False Report. A person shall not make a false report to the marshal or his duly authorized
24 designee, including the animal control officer, regarding any animal in danger or regarding
25 any alleged violation of this chapter
- 26 3. Animal trap. A person shall not move, open, close, or in any way alter an animal trap
27 belonging to the town or being used by the animal control officer without authorization
28 from the marshal. Removal or release of any animal from such a trap is prohibited.

29 D. Citations; criminal complaints. Whenever the [+marshal or his duly authorized designee, including the+] ~~municipal police~~ or animal control officer has probable cause to believe that a person has violated this chapter
30

1 or any other applicable animal control law or regulation, the [+marshal or his duly authorized designee,
2 including the+] ~~municipal police~~, animal control officer may prepare a criminal complaint to be filed with a court
3 of competent jurisdiction or may prepare a citation for the alleged violator to appear in court.+] [Ord. 2007-10
4 § 6]

5 **6.05.070 Animals to be personal property.** 

6 [+A. Animals are Personal Property.+] Dogs, cats and other animals shall be declared, deemed and considered
7 personal property of the owner thereof, and all remedies given for the recovery of personal property and of
8 damages for injuries thereto shall be extended to the owners thereof.

9 [+B. Sale of Unweaned Animals. A person shall not sell, offer for sale, barter, transfer, or adopt a domesticated
10 animal under eight (8) weeks of age, or a guinea pig, hamster, or rabbit under four (4) weeks of age. All
11 animals shall be fully weaned and capable of eating on their own to sufficiently maintain proper body condition
12 prior to being offered for sale, transfer or adoption. Nothing herein shall prohibit the transfer of animals
13 between animal shelters and animal rescue organizations. Nothing herein shall prohibit the sale, transfer, or
14 adoption of an unweaned animal if accompanied by a nursing female.

15 C. Sale in Public. A person shall not sell, offer for sale, barter, give away, transfer or adopt any animal upon a
16 street, sidewalk, public park, or any area open to the public, unless such person is acting on behalf of the
17 Animal Service Center of the Mesilla Valley or an animal shelter.

18 D. Prize. A person shall not offer an animal as a prize, giveaway, premium, novelty, or award for a contest,
19 game, or sport or as an incentive to purchase merchandise unless part of an FFA or 4-H sanctioned event.

20 E. Venomous Animal. A professional establishment shall not offer for sale any venomous animals, other than
21 tropical fish contained in accurately labeled aquaria.

22 G. Animal Exhibit Safety. A person shall not operate, conduct, or maintain any animal exhibit under conditions
23 that pose a danger to the public or the animals.

24 H. Deceased Animal Disposal Requirements.

25 1. Owner Responsibility. A person owning or having care, custody or control of an animal carcass
26 shall be responsible for its removal within twenty-four (24) hours of death, if the animal is not to be
27 used for human consumption.

1 a. An animal carcass may be disposed of at the South Central Solid Waste Authority facility as
2 authorized.

3 2. Removal. The animal control officer may remove any animal carcass from on or along any traveled
4 portion of any highway or public way normally used by motor vehicles or from any public property. The
5 animal control officer shall make reasonable efforts to notify the animal's owner or community cat
6 caregiver—if known—in the event of the animal's death.

7 a. The animal control officer may dispose of the animal carcass at the South Central Solid
8 Waste Authority facility as authorized after microchip scanning and making reasonable efforts
9 to notify the owner or community cat caregiver of the animal.

10 b. The animal control officer shall retain any tags or other identification found on an animal
11 carcass.

12 c. The animal control officer may, but is not obligated to, provide for the removal of an animal
13 carcass from private property at the request of the animal owner or property owner for a set
14 fee, as established by the council by resolution.

15 I. Abandonment prohibited. A person shall not abandon an animal or cause such abandonment.

16 1. Abandonment of an animal does not relieve the owner of the responsibilities associated with
17 ownership, and he may still be regarded as the owner for the purposes of this chapter.

18 2. A person owning or having care, custody or control over an animal shall not leave the animal at the
19 animal control shelter, or private animal shelter, without providing either notification of intent to
20 reclaim the animal or a release of ownership of the animal in writing. Such actions shall be considered
21 abandonment for the purposes of this chapter.

22 3. Abandonment does not apply to the Trap, Neuter and Return (TNR) of community cats.+] [Ord.

23 2007-10 § 7]

24 **6.05.080 Animals running at large.** 

25 A. Duty to Keep Animal on Owner's Premises or Leashed. Any person owning or having charge or control of
26 any animal shall keep such animal on his or her premises. No animal shall be running at large or unleashed on

1 any street, alley, sidewalk, vacant lot, public property (including public parks), or ~~nonenclosed~~ [+unenclosed+]
2 space on private property not that of the owner of the animal.

3 B. Animals Running at Large Declared Nuisance and Menace to Public Health and Safety. Any animal found
4 running at large in violation of this section is declared to be a nuisance, a menace to the public health and
5 safety, and, if observed by the [+marshal or his duly authorized designee, including the+] animal control officer,
6 ~~municipal police, or duly authorized designee~~, shall be taken up and impounded. Cats are not required to be
7 leashed but shall be required to remain confined within the owner's premises.

8 C. Unlawful to Chain or Stake an Animal on Unenclosed Premises. It is unlawful for any person to chain or
9 stake any animal on any unenclosed premises in such a manner that such animal may go beyond the property
10 line.

11
12 [+D. Community Cat Management Initiatives: The town of Mesilla recognizes the need for innovation in
13 addressing the issues presented by community cats. The council finds that a Trap, Neuter and Return (TNR)
14 program is valuable in this regard. To that end it recognizes that there are community cat caregivers and
15 acknowledges that properly managed community cats may be part of the solution to the continuing euthanasia
16 of cats; and, establishes the following requirements.

- 17
18 1. All community cat caregiving must be maintained on private property of the community cat
19 caregiver, or with permission of the private property or other landowner (including city/town, state,
20 and federal public property).
- 21
22 2. A free community cat certification program may be developed to educate people about community
23 cats, the importance of a veterinary provider relationship to best address community cat needs,
24 common diseases and proper care, good management practices, and maintenance of community
25 cats. The educational program shall be developed by community veterinarians, community cat
26 caregivers, the marshal's department and citizens through an *ad hoc* advisory committee that will
27 be disbanded upon recommendation to the marshal.
- 28
29 3. All community cats must be sterilized, microchipped, vaccinated against the threat of rabies, and
30 eartipped for easy identification; if these requirements are met the community cat is exempted
31 from licensing, stray, at-large and possibly other provisions of this ordinance that apply to owned
32 animals.
- 33
34 4. Community cat caregivers are required to provide certain necessities on a regular/ongoing basis,
35 including, but not limited to, proper nutrition and medical care as needed. If medical care is
36 unavailable or too expensive, the community cat caregiver must not allow the cat to suffer. Food
37 must be provided in the proper quantity for the number of cats being managed and is to be
38 supplied no less than once per day. Food must be maintained in proper feeding containers.
39 Water, if supplied, must be clean, potable and free from debris and algae. If shelter is provided, it
40 shall be unobtrusive, safe, and of the proper size for the cat(s).
- 41
42 5. Community cats that are discovered to be trapped on the private property of another three (3)
43 times within a 12-month period by the marshal or his duly authorized designee, including the
44 animal control officer shall be deemed a nuisance and are subject to proper disposition as the
45 marshal may direct.

46
47 The marshal's department is expressly authorized to cooperate with non-profit organizations that provide efforts
48 to assist in the proper care and management of community cats. Such organizations and members thereof

1 may likewise assist the marshal's department in the proper care and management of community cats.+] [Ord.
2 2007-10 § 8]

3 **6.05.090 Animal fighting prohibited.** 

4 It is unlawful for any person to promote, stage, hold, conduct, carry on, or attend any game, exhibition, or fight
5 in which one or more animals is engaged for the purpose of injuring, killing, maiming or destroying themselves
6 or any other animal, or to train or breed any animals for such purpose, and/or to promote any of the activities in
7 this section. [Ord. 2007-10 § 9]

8 **6.05.100 Disturbing peace – Prohibited – Nuisance.** 

9 A. Animal Nuisance Prohibited. Any animal that habitually or continuously barks, howls or otherwise disturbs
10 the peace of the inhabitants of the town, or is kept or maintained in such a manner or in such numbers as to
11 disturb by noxious or offensive odors or otherwise endanger the health and welfare of the inhabitants of the
12 town is declared to be an animal nuisance and shall be prohibited. Complaints filed pursuant to this section
13 may be filed in writing with the [+marshal or his duly authorized designee, including the+] animal control officer,
14 ~~municipal police, or duly authorized designee~~ and shall include the name of the complainant and the name and
15 address of the person(s) permitting the nuisance to occur and to continue.

16 [1. It shall be a violation of this section if barking, howling or other noise that disturbs the peace is
17 frequent or long-continued; is audible beyond the property line of the premises on which the animal is
18 located for more than 10 minutes; and is attested to by:

- 19 a. Complaints from two or more separate properties;
- 20 b. A complaint from a separate property and verified by an audio recording which records the
21 howling, barking or noise for more than 10 minutes; or,
- 22 c. The marshal or his duly authorized designee, including the animal control officer.

23 The words “frequent or long-continued” as used in this section shall not mean continuous or uninterrupted in
24 time or without cessation.

25 B. Noise Abatement. In order to abate the nuisance created by the animal howling, barking, or making noise in
26 violation of this section, an animal control officer may enter the premises on which the animal is located and
27 may impound the animal if the animal control officer is unable to contact the person owning or having care,
28 custody, and control of the animal or if such person is unable or unwilling to stop the howling, barking or noise.

1 An animal impounded pursuant to this section shall be considered to be a care and maintenance impoundment
2 for purposes of reclamation.+]]

3 ~~B. C. Total Number of Dogs and Cats Permitted. A person or household shall own, harbor, or keep no more~~
4 ~~than the total number of dogs and cats over the age of six months permitted in the following schedule based on~~
5 ~~total acreage owned:~~

**Total Number of Dogs and Cats (Or
Any Combination) According to Acreage**

Three dogs or three cats	One half acre or less
Four dogs or four cats	More than one half acre, up to one acre
Five dogs or five cats	More than one acre, up to two acres
Six dogs or six cats	More than two acres

6 If a person or household desires to own more than the total number of dogs and cats permitted immediately
7 above, such person or household must first qualify as a kennel, guard dog operation, or hobby breeder
8 operation as defined in this chapter and obtain from the town a permit in accordance with MTC [6-05-240](#) to
9 operate a kennel, guard dog operation or hobby breeder operation and be subject to the regulations thereof
10 and the regulations set out in MTC Title [5](#), Business Taxes, Licenses and Regulations, and MTC Title [18](#),
11 Zoning. Private Criminal Complaints. Private criminal complaints may be filed in municipal court by citizens
12 affected by any animal that may be determined a nuisance under subsection (A) of this section. Complaints
13 filed pursuant to this section shall be in writing, stating the name and address of the complainant and the
14 person(s) permitting the nuisance to occur and to continue. [Ord. 2007-10 § 10]

15 **6.05.110 Impounding strays – Procedure.** 

16 A. ~~Impounding Strays~~ [+Impoundment and Detention+].

17 1. Duty to Impound. It is declared to be the duty of the [+marshal or his duly authorized designee,
18 including the+] animal control officer, ~~municipal police or duly authorized designee~~ to take up and
19 impound or cause to be impounded any astray animals found in the town [+ , excepting community
20 cats+].

1 2. Astray Animals Displaying License or Other Identification. If the astray animal is wearing a license or
2 bears other visual identification [+ , or has a working identification microchip+], the [+marshal or his
3 duly authorized designee, including the+] animal control officer, ~~municipal police or duly authorized~~
4 ~~designee~~ will attempt to notify the owner or his or her agent or representative of the animal's
5 impoundment. If after three business days the owner or his or her agent or representative has not
6 claimed the animal, the animal may be adopted, sold or euthanized in a humane manner in that order
7 of priority while in the physical possession of the the [+marshal or his duly authorized designee,
8 including the+] animal control officer, ~~municipal police or duly authorized designee~~.

9 3. Astray Animals Not Displaying License or Other Identification. If the astray animal is not wearing a
10 license or other visual identification [+ , or lacks a working identification microchip with the current and
11 correct information available+], and after three business days no one has appeared to claim the
12 animal, the animal may be adopted, sold or euthanized in a humane manner in that order of priority
13 while in the physical possession of the [+marshal or his duly authorized designee, including the+]
14 animal control officer, ~~municipal police, or duly authorized designee~~.

15 4. The Town Is Not Liable for Disposition of Unclaimed Animal after Notification. If the the [+marshal or
16 his duly authorized designee, including the+] animal control officer, ~~municipal police, or duly authorized~~
17 ~~designee~~ notified the owner or his or her agent or representative of the impoundment of the owner's
18 three business days, as specified in this section, then the town or its duly authorized agents and
19 representatives shall not be held liable to the owner of the animal for the adoption, sale or
20 euthanization of the impounded animal.

21 5. Town Not Liable for Disposition of Unclaimed Animal Where Notification Not Possible. If the
22 [+marshal or his duly authorized designee, including the+] animal control officer, ~~municipal police, or~~
23 ~~duly authorized designee~~ is unable to notify the owner because the animal does not have a license or
24 other visual identification and the animal is not claimed within three business days, then the town or its
25 duly authorized agents and representatives shall not be held liable to the owner of the animal for the
26 adoption, sale or euthanization of the impounded animal.

27 6. Claiming of Astray Animal. The astray animal may be claimed from the pound by its owner or his or
28 her agent or representative by payment to the town for the impounding fee, transportation fee,
29 quarantine fee, microchip fee, and payment of the license fee for the current year (if the animal was
30 unlicensed and a license is required), payment of vaccination charges (if necessary), and any medical
31 expenses incurred by the impounding authority. The aforementioned fees shall be those established

1 by town resolution, as may be amended from time to time. Any astray animal which is not claimed by
2 its owner or his or her agent or representative within three business days, as specified in this section,
3 may be adopted by another person through the ~~Animal Humane Society~~ [+marshal's department or an
4 animal control shelter designated by the marshal+] by payment to the town of the license fee for the
5 current year (if the animal was unlicensed and a license is required), payment of vaccination charges
6 (if necessary), and any medical expenses incurred by the impounding authority.

7 7. Records Maintained. The town shall maintain a record of all animals impounded for a reasonable
8 period of time. The record shall contain at least the following information:

- 9 a. Description of the animal;
- 10 b. Manner, place and date of its acquisition;
- 11 c. Date and manner of its disposal;
- 12 d. Name, address, and phone number of person claiming the animal;
- 13 e. Copy of proof of identification of person claiming the animal (such as, but not limited to,
14 copy of a valid driver's license, Social Security card, passport, or utility bill);
- 15 f. All fees received; and
- 16 g. Medical expenses for the animal.

17 8. Public's Duty to Report Astray Animals. Any person finding any astray animal shall notify the
18 [+marshal or his duly authorized designee, including the+] animal control officer, ~~municipal police, or~~
19 ~~duly authorized designee~~ as soon as possible, and shall surrender the astray animal to the [+marshal
20 or his duly authorized designee, including the+] animal control officer, ~~municipal police, or duly~~
21 ~~authorized designee~~ upon demand.

22 [+9. Health or Safety Risk. The animal control officer may take emergency measures in order to seize
23 and detain any animal that poses a present or imminent health or safety risk to the public.

- 24 a. If the animal is not to be held pending court proceedings, such impoundment shall
25 be considered a care and maintenance impoundment for purposes of reclamation.

1 10. Critically Ill or Injured. The animal control officer may take emergency measures in order to seize
2 and detain any animal that is deemed by the deemed by the animal control officer to be critically ill or
3 injured or in real and immediate jeopardy of becoming critically injured.

4 11. Running at Large. The animal control officer may detain any animal found running at large, except
5 as provided in this chapter.

6 a. If the animal control officer is unable to safely return said animal to the appropriate owner or
7 community cat caregiver within a reasonable amount of time, the officer may deliver the
8 animal to the animal control shelter.

9 i. If the animal is not to be held pending court proceedings, such an impoundment
10 shall be considered a running at large impoundment for the purposes of reclamation.

11 12. Owner Relinquish. The animal control officer may detain and deliver to the animal control shelter
12 any animal relinquished by its owner.

13 13. Cruelty; Extreme Cruelty. The marshal or his duly authorized designee, including the animal control
14 officer who reasonably believes that the life or health of an animal is endangered due to cruelty or
15 extreme cruelty shall follow the seizure, notice, disposition and cost procedures contained in NMSA
16 1978, Sections 30-18-1.1, 1.2, and 1.3, as amended.

17 14. Rabies Exposure; Animal Surrender.

18 a. A person owning or having care, custody, or control over an animal that bites a person shall
19 surrender custody of said animal to the animal control officer if the animal control officer
20 deems it necessary to impound said animal for a quarantine isolation and observation period.

21 b. A person owning or having care, custody, or control over an animal refuses to surrender
22 custody of said animal, the animal control officer may seek a warrant for the seizure of the
23 animal.

24 B. Reclamation; Right to reclaim. The owner of any animal that is impounded pursuant to this chapter shall
25 have the right to reclaim the animal from the animal control shelter during the allotted reclamation period upon
26 payment of all fees that may be owed for the impoundment of such animal.

- 1 1. Any animal not reclaimed within the reclamation period shall thereafter be considered
2 the property of the town.
- 3 2. The reclamation period may be interrupted if it is determined by the animal control officer that
4 ethanization of the animal is necessary due to the animal being in severe, acute distress or if the
5 animal is irremediably suffering.
- 6 3. The animal control officer shall hold any animal impounded for running at large without pet
7 identification for a minimum reclamation period of three (3) working days following impoundment.
- 8 4. The animal control officer shall hold any animal impounded for running at large with pet identification
9 for a minimum reclamation period of five (5) business days following impoundment.
- 10 5. The animal control officer shall not be required to hold for any minimum reclamation period any
11 animal that has been relinquished to the town by its owner.
- 12 6. The animal control officer shall hold any deceased animal delivered to the animal control shelter for
13 a minimum reclamation period of one (1) business day.
- 14 7. The animal control officer shall not be required to hold for any minimum reclamation period any
15 deceased animal delivered to the animal control shelter without pet identification.
- 16 8. The animal control officer shall hold any animal impounded as a care and maintenance
17 impoundment for a minimum reclamation period of five (5) working days following impoundment.
- 18 9. The owner may not reclaim any animal that has been placed under a court-ordered detainment.
- 19 10. Any animal that is placed under quarantine shall be held for the full quarantine isolation and
20 observation period before said animal may be reclaimed by the owner, unless a home quarantine is
21 authorized by the animal control officer.

22 C. Impoundment Fees. Fees for the impoundment and boarding of each animal shall be established by the
23 council by resolution; but, shall not be less than those fees charged by the Animal Services Center of the
24 Mesilla Valley or Dona Ana County.

- 25 1. Payment of such impoundment fees shall not bar the imposition of any fine that may be imposed by
26 a court of competent jurisdiction for the violation of this chapter or state law.

1 2. Boarding fees may be included for each day or fraction thereof of impoundment for feeding and care
2 of such animal.

3 3. The owner of any animal impounded shall be responsible for all fees associated with such
4 impoundment and boarding whether or not the animal is reclaimed.

5 4. All fees associated with such impound shall be paid to the town, sequestered and utilized
6 exclusively for animal control purposes.

7 D. Proof of Vaccination. A person reclaiming a domesticated animal judged to be three (3) months of age or
8 older by the animal control officer and that was seized or apprehended from an address or location within the
9 town shall provide a current rabies vaccination certificate for said animal before the animal may be reclaimed
10 from the animal control shelter.

11 1. If a current rabies vaccination certificated is not provided, the owner or community cat caregiver
12 shall purchase either a new vaccination or a vaccination voucher for the animal from a veterinarian
13 before said animal may be reclaimed.

14 a. If the owner or community cat caregiver chooses to purchase a vaccination voucher, the
15 owner or community cat caregiver shall sign an agreement stating he or she will have the
16 animal vaccinated against rabies within thirty (30) days of reclamation.

17 b. The owner or community cat caregiver shall subsequently provide current rabies
18 vaccination for said animal to the animal control officer within thirty-five (35) days of
19 reclamation.

20 E. Proof of microchip. Proof of a working implanted microchip in a domesticated animal seized or apprehended
21 from an address or location within the town and judged to be three (3) months of age or older by the animal
22 control officer shall be obtained by the animal control officer before such animal may be reclaimed.

23 1. Proof of the microchip implantation shall be a scan of the animal by the animal control officer
24 confirming the presence of a working identification microchip.

25 2. If proof of a working microchip implantation is not obtained, the owner or community cat caregiver
26 shall be charged for microchip implantation by the animal control officer before the animal can be
27 reclaimed.

1 a. If the owner or community cat caregiver chooses to purchase a microchip voucher, the
2 owner or community cat caregiver shall sign an agreement stating he or she will have said
3 animal microchipped within thirty (30) days of reclamation.

4 b. The owner or community cat caregiver shall then subsequently provide proof to the animal
5 control officer within thirty-five (35) days of reclamation that said animal has been
6 microchipped.

7 3. The microchip and corresponding owner or community cat caregiver contact information shall be
8 registered with the animal control officer.

9 4. The microchip fee shall be set by the council by resolution and payable to the town of Mesilla, with
10 all fees sequestered and utilized for exclusively for animal control purposes.

11 F. Proof of Sterilization. A person reclaiming a dog or cat judged to be six (6) months of age or older by the
12 animal control officer and that was seized or apprehended from an address or location within the town shall
13 provide proof that said animal has been sterilized before the animal may be reclaimed if such condition is not
14 readily obvious to the animal control officer.

15 1. Proof of sterilization shall consist of a written certificate by a veterinarian stating that the animal has
16 been sterilized, or that sterilization would be an unnecessary surgical risk for the animal due to animal
17 due to its age or physical condition.

18 2. If proof of sterilization cannot be provided or such condition is not readily obvious to the animal
19 control officer, the owner or community cat caregiver shall provide a sterilization deposit to the animal
20 control officer.

21 3. The owner or community cat caregiver shall sign an agreement stating that he or she will have the
22 animal sterilized within thirty (30) days of reclamation or will obtain an intact animal permit from the
23 animal control officer within such time.

24 4. The sterilization deposit shall be reimbursed to the owner or community cat caregiver upon
25 presentation of proof of sterilization to the animal control officer by the owner or community cat
26 caregiver within thirty-five days of reclamation.

27 5. The sterilization deposit shall not be reimbursed for obtaining an intact animal permit.

1 G. Release of Community Cats. Prior to release of any community cat, a licensed veterinarian must establish
2 that the cat has been sterilized, and is microchipped, vaccinated for rabies, and ear-tipped.+[Ord. 2007-10
3 § 11]

4 **6.05.120 Livestock, other animals.** 

5 A. Prohibition. It is unlawful for any person to permit livestock or other animals to stray, wander or graze upon
6 or along any traveled portion of any highway or public way normally used by motor vehicles.

7 B. Owners or Custodians Responsible. Owners or custodians of livestock or other animals shall be guilty of a
8 misdemeanor, punishable by a penalty as provided in MTC [6.05.250](#), upon conviction for violation of this
9 section.

10 C. Keeping of Livestock and Other Farm Animals. The owning, possessing, keeping or harboring of livestock
11 and other farm animals shall also be regulated by MTC Title [18](#), Zoning.

12 [+1. Large Livestock Animals. The following guidelines are established for the keeping of large
13 livestock animals such as, but not limited to, llamas, horses, mules, donkeys, swine, bovines, buffalo
14 and beefalo:

15 a. Large livestock should be kept in such a way as to provide reasonable space for feeding
16 exercise.

17 2. Small Livestock Animals. The following guidelines are established for the keeping of small
18 livestock animals such as, but not limited to, ducks, poultry, goats, sheep, and miniature
19 horses/donkeys:

20 a. Small livestock should be kept in such a way as to provide reasonable space for feeding
21 exercise..+]

22 Nothing in this section shall be construed to prohibit the owning, possessing, keeping or harboring of livestock
23 and other farm animals as prescribed or allowed in MTC Title [18](#), Zoning, unless the livestock or other farm
24 animals are declared or determined to be a nuisance or vicious or dangerous under the provisions of this
25 chapter. [Ord. 2007-10 § 12]

26 **6.05.130 Licensing and vaccinations [+identification microchip+] required.** 

1 A. Vaccinations. All dogs and cats shall be vaccinated as required by state law. It shall be the responsibility of
2 the owner to comply with the regulations prescribed by the New Mexico Department of Health. Dogs and cats
3 over the age of four months must be vaccinated against rabies and so tagged by a licensed veterinarian. Upon
4 demand by the animal control officer, municipal police, or duly authorized designee, the owner or his or her
5 agent or representative must present evidence or certificate of vaccination for dogs and cats owned by him or
6 her.

7 B. Licensing. Any person [+A person owning or having care, custody or control over any dog or cat judged to
8 be+] harboring or maintaining any dog or cat over the age of six [(6)] months [+of age or older+] shall obtain
9 a license for each such dog or cat. Persons who are visiting or temporarily remaining within the town for less
10 than 30 consecutive days shall be exempt from this licensing requirement. Licenses may be issued only by the
11 [+marshal's department+] animal control office, municipal police, or duly authorized designee. Licenses shall
12 expire one year after the date of issuance of the license. The [+marshal's department or duly authorized
13 designee+] animal control officer, municipal police, or duly authorized designee shall keep a record of all
14 licenses issued. A current rabies vaccination certificate shall be presented at the time of application for the
15 license.

16 1. Affixing Tags. A current license tag number shall be affixed to the licensed dog or cat at all times in
17 a reasonable manner. [+The licensing tag may be removed on the owner's private property, while the
18 animal is undergoing treatment by a veterinarian or being groomed. Community cats are not required
19 to wear a license tag.+]

20 2. Fees. The annual license fee shall be \$3.00 [+imposed+] for each ~~neutered or spayed~~
21 [+sterilized+] dog or cat and \$10.00 for each ~~unspayed or unneutered~~ [+intact+] dog or cat
22 [+and shall be charged based on a schedule adopted by the council by resolution.+] Any
23 person seeking to obtain a license for a ~~neutered or spayed~~ [+sterilized+] dog or cat shall
24 furnish written proof from a licensed veterinarian that such dog or cat has been ~~neutered or~~
25 ~~spayed~~ [+sterilized+]. In the event a tag is lost, a replacement tag shall be obtained for a
26 charge of \$1.00. Each ~~kennel or pet shop~~ [+multi-animal commercial site +] with 10 dogs or
27 more in possession shall pay an annual fee of \$50.00 in lieu of licensing individual dogs and
28 such fee will cover all dogs kept by such business during the year.

29 [+a. A person over the age of 65, or veteran of the New Mexico or federal military
30 forces, owning a sterilized dog or cat shall obtain a pet license as a discounted rate.

31 All fees are based on a schedule adopted by the council by resolution. A sterilization

1 agreement and sterilization deposit may be required upon release from the marshal's
2 department or designated animal shelter in accordance with NMSA 77-1-20 [NM Stat](#)
3 [§ 77-1-20 \(2017\)](#) All fees collected shall be paid to the town, sequestered and
4 utilized exclusively for animal control purposes+].

5 3. Breeder Fees. The owner who intentionally or unintentionally breeds dogs or cats must have
6 a current ~~hobby breeder's license~~ [+multi-animal residential site permit+] or shall pay a litter fee
7 ~~of \$25.00 for each litter~~. The ~~\$25.00~~ fee may be refunded at the time proof of sterilization of the
8 female dog or cat is submitted and verified by the [+marshal, his duly authorized designee,
9 including the animal control officer+], ~~municipal police, or duly authorized designee~~ but no later
10 than two months from the time the female dog or cat delivers a litter. Each ~~hobby breeder~~
11 [+multi-animal residential site permittee+] shall pay an annual fee of ~~\$50.00~~ in lieu of fees for
12 individual litters, and such fee will cover all litters during the calendar year.

13 [+a. All such fees are based on a schedule adopted by the council by resolution+].
14 An owner shall not advertise, sell, barter, exchange, or give away any dogs or cats
15 within the town of Mesilla boundaries unless the litter fee is displayed legibly. An
16 owner shall furnish the litter fee or ~~hobby breeder~~ [+multi-animal residential site+]
17 permit number to any prospective recipient requesting the number. Each ~~hobby~~
18 ~~breeder~~ [+multi-animal residential or commercial site permittee+] shall be subject to
19 the regulations of this chapter and the regulations set out in MTC Title [5](#), Business
20 Taxes, Licenses and Regulations, and MTC Title [18](#), Zoning.

21 [+ B. Microchip Requirement. A person owning or having care, custody or control over any dog, cat or ferret
22 judged to be six (6) months of age or older shall have the animal implanted with an identification microchip and
23 shall maintain current registration with a microchip registration company.

- 24 1. If there is a change in contact information of an owner of a registered microchipped dog, cat or
25 ferret, such owner shall update contact information, including any new address and telephone
26 number, with the microchip registration company within thirty (30) days of the date of change in
27 contact information.
- 28 2. If there is a change in ownership of a registered dog, cat or ferret, the previous owner shall be
29 responsible for ensuring that the microchip is no longer registered in the previous owner's name
30 within thirty (30) days of the change in ownership. The new owner shall be responsible for
31 registering the microchip to include any new address and telephone number and have the

1 registration information transferred to the new owner's name within thirty (30) days of the change
2 of ownership.
3 3. Any veterinarian or other person who implants an identification microchip in a dog, cat or ferret,
4 within town limits should provide proof of the microchip implant to the marshal's department. [Ord.
5 2007-10 § 13]

6
7

8 **6.05.140 Rabid animals Rabies vaccination and exposure requirements.** 

9 ~~A. Reporting Animals Showing Symptoms of Rabies. It is unlawful to keep any unvaccinated dog, cat, ferret or~~
10 ~~any animal which has shown any symptom of rabies. Animals showing symptoms of rabies shall be reported to~~
11 ~~the animal control officer, municipal police, or duly authorized designee who shall then impound and confine~~
12 ~~the animal and send a sample for testing to determine whether the animal is infected with rabies. If the test~~
13 ~~results show that the animal is infected with rabies, the animal shall be destroyed. [+Vaccination. A person~~
14 ~~owing or having control of a domesticated animal judged to be three (3) months of age or older shall have the~~
15 ~~animal vaccinated against rabies.~~

- 16 1. The vaccine shall be administered by or under the supervision of a veterinarian.
- 17 2. The veterinarian shall issue for each administration a serially numbered certificate and metal tag
18 bearing the certificate number.
- 19 3. The certificate shall contain the name and address of the owner or community cat caregiver of the
20 animal, a description of the vaccinated animal, the date of the vaccination, and the expiration date of
21 the vaccination.

22 B. Rabies Tag. A person owing or having control of a dog, cat or ferret judged to be three (3) months of age or
23 older shall maintain a current rabies vaccination tag affixed to a collar or harness worn by the animal whenever
24 the animal is away from the owner's property. Community cats are not required to wear a vaccination tag.

- 25 1. The rabies tag may be removed while the animal is undergoing treatment by a veterinarian or being
26 groomed.
- 27 2. A person shall not remove or transfer any legitimate rabies tag from one animal to another.

1 C. Rabies Certificate. A person owing or having control of a dog, cat or domestic ferret judged to be three (3)
2 months of age or older shall exhibit the vaccination certificate upon the request of the marshal's department.

3 D. Exposure; owner or community cat caregiver/victim responsibility. When any person is bitten by an animal,
4 it is the duty of such person or his parent or guardian, or any person having knowledge of the whereabouts of
5 the animal, to immediately contact the marshal's department ~~municipal police~~ or the Field Health Office.

6 E. Exposure; physician responsibility. A physician who renders professional treatment to a person bitten by an
7 animal shall report to the marshal's department ~~municipal police~~ such treatment immediately after the initial
8 treatment.

9 1. The physician shall report the name, address and phone number (if known) of the person bitten as
10 well as the type and location of the bite.

11 2. The physician shall report the name and address of the owner or community cat caregiver of the
12 animal that inflicted the bite (if known), and any other facts or details that may assist the marshal,
13 animal control officer or marshal's department ~~municipal police~~ in ascertaining the immunization status
14 of the animal.

15 F. Exposure; domesticated animal. Any domesticated animal that bites or potentially exposes a person to
16 rabies shall be either destroyed and the head sent to the laboratory for rabies testing, or placed in isolation
17 immediately at the owner's expense for a ten (10) day observation period at a place in a manner designated by
18 the animal control officer and approved by the Field Health Office. The lack of proof of current rabies
19 vaccination shall be *prima facie* evidence of a potential exposure to rabies, as described in this section.

20 1. The isolation and observation period shall end ten (10) days following the date and time of the
21 potential rabies exposure.

22 2. If the domesticated animal shows signs or symptoms of rabies during the ten (10) day isolation and
23 observation period, it shall be destroyed and the head sent to the laboratory for rabies testing.

24 G. Exposure, wild animal. Any skunk, bat, raccoon, coyote, bobcat, or other wild animal not born or reared in
25 captivity (with the exception of rodents or rabbits) that bites or otherwise exposes a person to rabies, shall be
26 destroyed immediately and the head sent to the laboratory for testing.

1 1. Rabbits and rodents do not normally carry rabies, but may be submitted for testing with the consent
2 of the Infectious Disease Epidemiology Bureau (IDEB), part of the Epidemiology and Response
3 Division of the New Mexico Department of Health.

4 H. Home Quarantine. The animal control officer may consent to confinement and isolation on the owner's
5 premises of a domesticated animal that bites a person on the owner's premises.

6 1. The premises where the home isolation is to occur shall be inspected and approved for such
7 purpose by the animal control officer.

8 2. The owner or community cat caregiver of the animal shall be required to enter into an indemnity
9 agreement on a form approved and prescribed by the marshal's department ~~municipal police~~ for such
10 home confinement.

11 3. The owner or community cat caregiver shall immediately notify the animal control officer if the
12 animal shows signs of sickness or abnormal behavior, if the animal escapes confinement, or if the
13 animal dies within the quarantine period.

14 I. Isolation Period – Extension. The ten (10) day isolation and observation period may be extended at the
15 request or direction of the Field Health Office.

16 J. Disposition of Quarantine Status. ~~If the animal has been determined not to be infected with rabies,~~ [+If at the
17 end of the ten (10) day isolation and observation period an animal is released from quarantine status, the
18 animal shall be returned to its owner or his or her agent or representative. However, if the animal has ~~been~~
19 ~~determined not to be infected with rabies but has~~ bitten a human being, a determination of whether the animal
20 is vicious shall be conducted in accordance with MTC [6.05.150](#); if the animal is determined not to be vicious,
21 the animal shall be returned to its owner or his or her agent or representative. If the animal dies during the
22 confinement period, all necessary laboratory inspections will be conducted by the ~~district health officer~~ [+Field
23 Health Office.

24 K. If any of the provisions of this section are in conflict with, or materially inconsistent with, regulations for the
25 reporting of animal bites, confinement and disposition of rabies-suspect animals, rabies quarantine, and the
26 disposition of dogs and cats exposed to rabies in the interest of public health and safety as prescribed by the
27 New Mexico Department of Health, pursuant to NMSA Section 77-1-6, and as amended, the state regulations
28 shall control.+]]

1 B L. Interference with Officers. It shall be unlawful for any person to interfere with the [+marshal or his duly
2 authorized designee, including the+] animal control officer, ~~municipal police, or duly authorized designee~~ in the
3 execution of the provisions of this section. [Ord. 2007-10 § 14]

4 **6.05.150 Vicious [+Dangerous+] or [+potentially+] dangerous animals [+dogs+].**

5 

6 A. ~~Definition. A vicious or dangerous animal is one as defined in MTC [6.05.030](#).~~ [+Dangerous or Potentially
7 Dangerous Dogs, Generally. A person having care, custody, or control over a dangerous or potentially
8 dangerous dog shall comply with the provisions of the Dangerous Dog Act, NMSA 1978, Section 77-1A-2, *et*
9 *seq.*, as amended.+]

10 B. ~~Determination of Viciousness. The municipal court shall conduct a hearing to determine if the animal is~~
11 ~~vicious or dangerous as defined in MTC [6.05.030](#).~~ If the court determines, by clear and convincing evidence,
12 ~~that the animal is vicious or dangerous, the court may impose a fine or imprisonment or both on the owner of~~
13 ~~the animal and shall order the animal destroyed in accordance with MTC [6.05.160](#).~~ Search and seizure;
14 petition. The [+marshal or his duly authorized designee, including the animal control officer, may apply to the
15 municipal or magistrate court for a warrant to seize a dog believed to be a dangerous dog or a potentially
16 dangerous dog, and may file a petition in municipal court seeking a determination of whether or the dog is
17 dangerous or potentially dangerous, all in compliance with the Dangerous Dog Act.+]

18 C. ~~Owning or Keeping Vicious Animals Prohibited. It shall be unlawful for any person to own, keep or harbor a~~
19 ~~vicious, dangerous, or ferocious animal in the town.~~ [+Municipal Court; Hearing. The municipal court shall be
20 deemed a court of competent jurisdiction to issue a warrant to seize a dangerous or potentially dangerous dog;
21 to hear a petition seeking a determination of whether a seized dog is dangerous or potentially dangerous; and
22 to otherwise enforce the Dangerous Dog Act for dogs located within the town limits.

23 ~~1. Keeping of Animals or Trained Animals Liable to Attack and Injure Human Beings or Other~~
24 ~~Animals Prohibited Unless Securely Kept. It shall be unlawful for any person to keep any animal~~
25 ~~or any trained animal liable to attack and injure human beings or other animals, unless such~~
26 ~~animals are securely kept so as to prevent injury to any persons or other animals. This section~~
27 ~~shall not apply to animals that are used by law enforcement for legitimate law enforcement~~
28 ~~purposes.~~

29 D. ~~Repelling Attack by Animal. Any attack by any animal may be repelled by the use of reasonable force.~~ [Ord.
30 2007-10 § 15]

1 **6.05.160 Destruction of animals.** 

2 A. Request to Destroy or Turn Over ~~Vicious~~ [+Dangerous+] or [+Potentially+] Dangerous Animals. The
3 [+marshal, his duly authorized designee, including the+] animal control officer, ~~municipal police, or duly~~
4 ~~authorized designee~~ may request the owner or keeper of a ~~vicious~~ [+dangerous+] or [+potentially+] dangerous
5 animal [+dog or potentially dangerous or ferocious wild animal+] to destroy it humanely or turn such animal
6 over to the [+marshal, his duly authorized designee, including the+] animal control officer, ~~municipal police, or~~
7 ~~duly authorized designee~~ for humane destruction [+ , or other disposition as a court of competent jurisdiction
8 might direct+].

9 B. Failure or Refusal to Destroy or Turn Over ~~Vicious~~ [+Dangerous+] or [+Potentially+] Dangerous Animal.
10 Should the owner or keeper of the ~~vicious~~ [+dangerous+] or [+potentially+] dangerous animal [+dog+] [+or
11 potentially dangerous or ferocious wild animal+] fail or refuse to humanely destroy or turn the animal over to the
12 [+marshal or his duly authorized designee, including the+] animal control officer, ~~municipal police, or duly~~
13 ~~authorized designee~~, the [+marshal or his duly authorized designee, including the+] animal control officer,
14 ~~municipal police, or duly authorized designee~~ shall cause a complaint to be brought in municipal court against
15 such owner or keeper for failure or refusal to humanely destroy or turn the ~~vicious~~ [+dangerous+] or
16 [+potentially+] dangerous animal [+dog+] [+or potentially dangerous or ferocious wild animal+] over.

17 C. Animals Wounding, Injuring, or Killing Livestock or Other Animals in the Presence of the [+Marshal or his
18 Duly Authorized Designee, including the+] Animal Control Officer, ~~Municipal Police, or Duly Authorized~~
19 ~~Designee~~. The [+marshal or his duly authorized designee, including the+] animal control officer, ~~municipal~~
20 ~~police, or duly authorized designee~~ shall have the authority to destroy an animal if it is in the act of wounding,
21 injuring, or killing livestock or other animals or in the act of attacking a human being. There shall be no liability
22 on the [+marshal or his duly authorized designee, including the+] animal control officer, ~~municipal police, or~~
23 ~~duly authorized designee~~ in damages or otherwise for such destruction.

24 D. Animals Wounding, Injuring, or Killing Livestock or Other Animals Not in the Presence of the [+Marshal or
25 his Duly Authorized Designee, including the+] Animal Control Officer, ~~Municipal Police, or Duly Authorized~~
26 ~~Designee~~.

27 1. Any person having knowledge that an animal has wounded, injured, or killed livestock or
28 other animals shall report this to the [+marshal or his duly authorized designee, including the+] animal control officer,
29 ~~municipal police, or duly authorized designee~~. Upon receiving such report
30 or notice, the [+marshal or his duly authorized designee, including the+] animal control officer,
31 ~~municipal police, or duly authorized designee~~ having reason to believe that the animal did

1 wound, injure, or kill livestock or other animals shall impound such animal. A complaint shall
2 then be filed with the municipal court and a hearing shall then be had within a reasonable period
3 of time to determine whether the animal did wound, injure, or kill livestock or other animals.

4 2. Should the municipal court find that the animal in question did wound, injure, or kill livestock
5 or other animals, it shall order the [+marshal or his duly authorized designee, including the+]
6 animal control officer, ~~municipal police, or duly authorized designee~~ to have the animal
7 destroyed in a humane manner.

8 E. Destruction of Dogs or Cats Running in Packs. The [+marshal, his duly authorized designee, including the+]
9 animal control officer, ~~municipal police, or duly authorized designee~~ shall be authorized to destroy in a humane
10 manner any astray dogs or cats within the town which are running in packs and who are potentially dangerous
11 to humans, livestock, or other animals, as reasonably determined by the [+marshal or his duly authorized
12 designee, including the+] animal control officer, ~~municipal police, or duly authorized designee~~. [Ord. 2007-10
13 § 16]

14 **6.05.170 Housing of animals.** 

15 ~~Housing facilities for animals shall be structurally sound and constructed of nontoxic materials. Interior floors
16 shall be smooth and easily cleanable and impervious to water. The premises shall be kept clean, sanitary and
17 in good repair in a manner which will protect the animals from overcrowding, disease, and injury. Animals shall
18 be provided the adequate space to allow each animal to turn about freely, to stand, sit, and lie in a comfortable,
19 normal position, and to walk in a normal manner. Outside housing shall protect the animal from weather
20 conditions (such as sunlight, rain, snow or cold or hot weather) that may be detrimental to the health of the
21 animal. Animals maintained in pens, cages, or runs for periods exceeding 24 hours must be provided with
22 adequate space for exercise for the comfort and health of the animal. Sufficient lighting shall be provided by
23 either natural or artificial means. Disposal facilities shall be provided and operated so as to minimize vermin
24 infestation, odors, and disease hazards. Animals shall be provided with sufficient fresh, clean and wholesome
25 food and water. Food and water containers must be kept clean. Every animal kept in a kennel must be
26 observed daily, and diseased or injured animals shall be provided with care from a licensed veterinarian.~~

27 [+A. Animal Well-being. A person owning or having care, custody, or control over an animal shall provide such
28 care and husbandry as to maintain the good health and well-being of the animal and shall:
29

- 30 1. Provide the animal with adequate amounts, and with adequate frequency, of fresh potable water
31 and wholesome food sufficient and appropriate for the species, life stage, and medical condition of
32 the animal.
33

- 1 2. Provide the animal with adequate shelter consisting of a structurally sound, species appropriate,
2 weatherproof housing or enclosure with elevated flooring and proper ventilation, large enough to
3 accommodate the animal comfortably. In winter months, clean species appropriate bedding shall
4 be provided on the floor of the housing or enclosure for warmth.
5
- 6 3. Provide the animal with adequate shade from direct sunlight in addition to the shelter referenced
7 above.
8
- 9 4. Keep enclosures where the animal is maintained free of garbage, feces, and other debris that
10 might endanger the animal's health or safety. The owner or person having care, custody, or
11 control over animal, shall protect the animal from water and cleaning agents during the cleaning of
12 the animal's living area.
13
- 14 5. Keep enclosures where the animal is maintained free of insect infestation, including but not limited
15 to ant-hills, wasp nests, and flea, tick and maggot infestations.
16
- 17 6. Keep enclosures where the animal is maintained for periods exceeding twenty-four (24) hours with
18 adequate space to prevent overcrowding and to allow the animal to maintain normal exercise
19 according to the species. Such enclosures used to house or confine cats shall contain a regularly
20 cleaned and maintained litter box.
21
- 22 7. Provide the animal with professional veterinary care and necessary grooming so as to maintain
23 the animal's good health and protection from extreme weather elements and parasites.
24
- 25 8. Keep an animal dwelling unit no closer than one hundred (100) feet to any private water well or no
26 closer than two hundred (200) feet to any public water well.
27

28 B. Livestock Well-being. In addition to the requirements stated above under Section A, a person owing or
29 having care, custody, or control over a livestock animal shall also provide the following:
30

- 31 1. Running water facilities shall be provided within fifty (50) feet of each box stall and corral, and
32 each animal shall have access to fresh water in a clean container.
33
- 34 2. Clean feeding facilities or boxes shall be provided in each corral or box stall, and such facilities
35 shall be maintained accessible thereto by animals to be served thereby.
36
- 37 3. All areas adjacent to any pen, coop, stable, bar, corral; grazing, workout, or training areas; or
38 other building structures and areas where animals are kept and maintained, shall be graded to
39 drain water away from such facilities so as to prevent ponding and reduce insect harborage.
40
- 41 4. Such care and husbandry shall also include, but not be limited to, necessary hoof and teeth
42 care.+]
43

44 This section shall apply to all owners or keepers of animals in the town, including the general public, kennels,
45 guard dog operations, and hobby breeder operations.

46 [Ord. 2007-10 § 17]

47 **6.05.180 Wild animals.** 

1 ~~No person shall keep, harbor or maintain any poisonous reptiles, dangerous carnivorous wild animals, or~~
2 ~~dangerous or poisonous insects or arachnids, whether they are trained or not, without having first registered~~
3 ~~such reptiles, insects, arachnids, or other animals with the animal control officer, municipal police and duly~~
4 ~~authorized designee.~~ [+A. Wildlife, Wild and Exotic Animals. A person shall not possess, harbor, or keep any
5 wildlife, wild, or exotic animal of a species that in its natural life is potentially dangerous or ferocious. Such
6 animals, though they may be trained and domesticated, remain a danger to others and include:

- 7 1. Wolves, coyotes, foxes, dingoes, and other members of the non-domestic canine families
8 including, canine hybrids;
- 9 2. Lions, pumas, panthers, mountain lions, wild cats, and other members of the non-domestic feline
10 families, including feline hybrids;
- 11 3. All bears (Ursidae), including grizzly bears, black bears, brown bears, etc.
- 12 4. Raccoons (Procyonidae), including eastern raccoon, desert raccoons, ring tailed cat, coatimundi,
13 etc.;
- 14 5. Mustelids, other than the domestic ferret (*Mustela putorius furo*);
- 15 6. Primates (Hominidae), including all non-human great apes other than qualified service animals;
- 16 7. Skunks;
- 17 8. Bats;
- 18 9. Snakes, belonging to the families Elapidae, Viperidae, and Colubridae (twig snake, *Thelotornis*
19 *kirtlandii*; boomslang, *Dispholidus typus*; and keelbacks, *Rhabdophis*);
- 20 10. Lizards belonging to the family Helodermatidae (gila monsters, *Heloderma suspectum*, and
21 beaded lizards, *Heloderma horridum*);
- 22 11. Alligators, crocodiles, or caimans;
- 23 12. Venomous fish and piranha; and,
- 24 13. Any species of amphibian, snake, or reptile that is listed as threatened or endangered by the
25 federal or state government.

26 B. Exceptions. This section shall not apply to veterinary facilities, or individuals holding a state of New Mexico
27 Wildlife Rehabilitation or Educational Use Permit. [Ord. 2007-10 § 18]

28 **6.05.190 Service animals allowed in public places.** 

29 It shall be unlawful for any person owning or maintaining any place or public accommodation, public
30 entertainment or amusement, restaurant, hotel, hospital, swimming pool, store, or theater, or who operates any
31 public transportation facility to exclude therefrom any [+qualified+] service animal as defined in MTC [6.05.030](#);

1 provided, that such [+qualified+] service animal be in the company of the person for whom it was trained to
2 assist. [Ord. 2007-10 § 19]

3 **6.05.200 Restraint of animals.** 

4 ~~A. Penning on Premises. All persons owning or having charge, custody, care or control of any animal shall~~
5 ~~keep such animal properly and securely penned on his or her own premises.~~ [+Physical restraint. A person
6 owning or having charge, custody, or care over an animal shall keep the animal under humane physical
7 restraint at all times, excluding community cats.+] The determination of whether the dog is under the immediate
8 physical control of a person having custody thereof shall be determined by the [+marshal or his duly authorized
9 designee, including the+] animal control officer, ~~municipal police, or duly authorized designee,~~ as to what he
10 believes to be reasonable under the circumstances. Any animal trespassing upon private or public premises
11 shall be deemed *prima facie* not to be under the immediate control of a competent person and shall be reported
12 for impounding to the [+marshal or his duly authorized designee, including the+] animal control officer,
13 ~~municipal police, or duly authorized designee.~~

14 ~~B. Leashed Dogs. Dogs shall be permitted on the streets or public places of the town only if they are secured~~
15 ~~on a leash not over eight feet in length, under the immediate physical control of the person having custody~~
16 ~~thereof.~~ Dragging; hobbling. A person shall not hobble an animal, or tether or attach any animal to any object
17 that can be dragged or moved by the animal. Such animal, if not otherwise restrained by a secure tether or
18 enclosure, shall be considered by the animal control officer to be unrestrained. This shall not apply to livestock
19 animals properly used for work purposes.

20 ~~C. Animals Not under Immediate Control. Any animal trespassing upon private or public premises shall be~~
21 ~~deemed prima facie not to be under the immediate control of a competent person and shall be reported for~~
22 ~~impounding to the animal control officer, municipal police, or duly authorized designee.~~ Owner's premises. A
23 person owning or having care, custody, or control over an animal on his or her premises shall restrain the
24 animal either by a secure enclosure or by immediate control.

25 1. All pens, kennels, stalls, corrals, or other enclosures used to restrain an animal shall be
26 continuously maintained with preservatives, fasteners, and other materials to prevent deterioration and
27 animal escape. Substantial and acceptable locking or latching devices shall be installed on all gates
28 and doors to animal enclosures in such a manner as to be inaccessible to animals and small children
29 in order to prevent animal escape or unauthorized entry.

1 2. A person owning or having care, custody, or control over a dog on his or her premises may use a
2 tether as a temporary means of restraint only.

3 a. A person shall not tether a dog to a stationary object for more than two (2) hours in any
4 twelve (12) hour period.

5 b. A person shall not tether a dog to a running line, pulley, or trolley system for more than four
6 (4) hours in any twelve (12) hour period.

7 c. A person shall not tether a dog in an unenclosed area where people or other animals are
8 able to wander in proximity of the tethered dog.

9 d. A tether used to restrain a dog shall be at least twelve (12) feet in length. Such tether shall
10 not enable the animal to reach beyond the owner's property.

11 e. A tether used to restrain a dog shall be affixed to a properly fitting collar or harness worn by
12 the dog.

13 f. A tether used to restrain a dog shall not weigh more than one-eighth (1/8) of the animal's
14 body weight. The tether weight shall include any additional objects attached to the dog or
15 tether, such as locks and fasteners.

16 g. A tether used to restrain a dog shall have working swivels on both ends and shall be
17 fastened so that the animal may sit, walk, and lie down using natural motions. Such tether
18 shall be unobstructed by objects that may cause the tether or animal to become entangled or
19 strangled.

20 h. In all cases, a tethered dog must be able to reach a container with water at all times.

21 3. Fences to be provided for a livestock enclosure shall be species appropriate. For use in conjunction
22 with stud stalls, such fences shall be maintained not less than six (6) feet in height.

23 4. A person owning or having care, custody, or control over a venomous reptile shall restrain the
24 animal to the owner's premises by a secure locked cage.

25 a. A cage used to restrain a venomous reptile shall feature labeling that clearly defines and
26 identifies the animal with the following information:

27 i.. Common Name;

28 ii. Scientific Name; and

1 iii. Venomous Nature.

2 D. Public Premises. A person owning or having care, custody, or control over an animal off his or her premises
3 shall keep the animal under immediate control.

4 1. A leash used to restrain an animal shall be of suitable length as to enable the handler to maintain
5 control of the animal under specific circumstances.

6 2. A person shall not carry an animal in or upon any vehicle in a cruel, inhumane, or unsafe manner.
7 Animals carried in the open bed of a vehicle shall be crated or restrained upon a non-slick surface an
8 in a manner that prevents the animal from jumping out of the vehicle. In addition to all other
9 regulations in this section, animals should never be overcrowded when being transported. If the
10 animals are crated or kept in any enclosure, they may be allowed to share a crate but each animal
11 should be able to stand up, move around, lie down and stretch out naturally. If crates or enclosures
12 are stacked, they must be attached securely to prevent the crates or enclosures from falling or
13 turning over. If crates or other enclosures are stacked, it is important that no urine or feces are
14 passed between crates and enclosures. No animal shall be left in the open bed of a vehicle whether in
15 a crate or not when the weather is such that the animal will be exposed to extreme heat, cold or rain.

16 3. A person in charge of an amphibian or reptile away from the owner's premises shall keep the animal
17 secure within a closed container that will not expose people unexpectedly to the animal.

18 4. A person in charge of a venomous animal away from the owner's premises shall keep the animal
19 secured within a locked box clearly marked "Venomous Animal."

20 E. Property of Others. A person owning or having care, custody or control over an animal shall not detain or
21 restrain an animal upon another person's private property without having permission from the resident
22 or owner of such property.

23 1. If the resident or owner does not permit the animal being detained or restrained upon such property,
24 the animal may be taken up and impounded by the animal control officer at the request of the resident
25 or owner.

26 2. If the owner of a rented or leased property does not approved of an animal being restrained or
27 detained by the resident on such property, the dispute shall be regarded by the marshal or his
28 authorized designee as a civil matter.

1 F. Multiple Dwelling Unit. An owner, manager, agent or governing board of any multiple dwelling unit, including
2 mobile home parks and gated communities, shall not permit or authorize any animal to be unrestrained upon
3 the common areas of the multiple dwelling unit, except upon such areas and within such enclosures specifically
4 designed for such activity.

5 G. Exceptions.

6 1. A working dog that is under the control and supervision of the owner or handler performing such
7 acts such as herding, search and rescue, or police work shall not be considered unrestrained while
8 performing or being trained for such duties.

9 2. A hunting, tracking, or show dog that is under the control and supervision of the owner or handler
10 shall not be considered as unrestrained when performing in or being trained for those capacities. +]

11 ~~D. H. Dogs Not Allowed at Town Sponsored Events. Dogs shall not be allowed at town sponsored events. This~~
12 ~~restriction shall not apply to service animals as defined in MTC [6.05.030](#) or to animals which are authorized to~~
13 ~~participate in such events. [Ord. 2007-10 § 20]~~

14 **6.05.210 Penning female animals Nuisance prohibitions.** 

15 [+The following prohibitions are in addition to any other nuisances defined by this chapter.

16 A. Property Damage; Nuisance. A person owning or having care, custody, or control over an animal shall
17 prevent the animal from causing damage or being a nuisance to the person or property of another.

18 B. Females in estrus. A person owning or having care, custody, or control over ~~The owner of a female animal~~
19 ~~[+in estrus+] shall cause such animal when in season or in heat to be penned or enclosed during such period of~~
20 ~~time in a house, building or secure enclosure so that other animals are not attracted to the animal in a manner~~
21 ~~that will preclude occurrence of a public nuisance, but not tied. Such enclosure shall be constructed so that no~~
22 ~~other animals may gain access to the confined animal, except for intentional breeding purposes~~ confine the
23 animal in such a way that prevents the animal from becoming a nuisance.

24 C. Pet Waste. A person owning or having care, custody, or control over a pet such as a dog or cat shall
25 dispose of the waste from the animal in a watertight and fly tight receptacle, which shall be emptied frequently
26 and in such a manner so as to prevent a nuisance or a health hazard.

1 D. Livestock Waste. Waste from livestock shall be removed or spread at least once each week so as not to
2 constitute a nuisance. Additionally, all premises where livestock are kept shall be treated with approved
3 pesticides for the control of insects and rodents related to waste from livestock so as not to constitute a
4 nuisance.

5 E. Public Defecation. A person owning or having care, custody, or control over an animal shall not permit the
6 animal to defecate on or along any traveled portion of any highway or public way normally used by motor
7 vehicles, in any public park or on any public property, or the property of another, unless such waste is
8 immediately removed and disposed of properly.

9 F. Dust Control. All areas used as arenas for exercising, training or exhibition of livestock may be subject to
10 dampening via a sprinkler system when or if required by zoning provisions enacted by the council.

11 G. Feeding Animals Running at Large. A person shall not feed a dog or cat running at large. A community cat
12 may be fed. +][Ord. 2007-10 § 21]

13 **6.05.220 Prohibited acts and conditions.** 

14 [+A. Interference with Animal Control.+] It shall be unlawful for any person to [+obstruct,+] hinder, resist, or
15 oppose the [+marshal or his duly authorized designee, including the+] animal control officer, ~~municipal police,~~
16 ~~or duly authorized designee~~ in the performance of his or her duties or to secret any animal from him or her that
17 requires attention.

18 [+B. Found Animals. A person shall harbor, hold or retain possession of any animal for more than 24 hours
19 without first submitting a found animal report to the marshal's department. A person having possession of
20 such an animal shall immediately surrender the animal to the animal control officer upon request.

21 1. A person having possession of such an animal shall allow the animal to be scanned for
22 the presence of an identification microchip by the animal control officer immediately upon
23 request.

24 2. If the animal remains in the custody of the finder and the owner of such animal fails to
25 submit a missing animal report with the marshal's department within seventy-two (72) hours
26 following the submission of the found animal report, the finder may thereafter claim ownership
27 of the animal.

28 C. Pet Mill. No person shall keep or operate a pet mill.+] [Ord. 2007-10 § 22]

29 **6.05.230 Cruelty to animals prohibited.** 

1 A. ~~Killing or Beating Animals Prohibited.~~ [+Cruelty to Animals. A person shall not negligently mistreat, injure, kill
2 without lawful justification, or torment an animal, or abandon or fail to provide necessary sustenance to an
3 animal under that person's care, custody or control. Under this section, "lawful justification" means humanely
4 destroying a sick or injured animal or protecting a person or animal from death or injury due to an attack by
5 another animal. It shall be unlawful for any person to willfully or maliciously kill, destroy, maim, disfigure,
6 torture, beat with a stick, chain, club or other object, mutilate, burn, or scald with any substance, overdrive, or
7 otherwise cruelly set upon any animal; except, that reasonable force may be employed to drive off vicious,
8 dangerous, or trespassing animals. It shall be unlawful to poison dogs, cats, and other domesticated animals.

9 1. Felony Prosecution. Prosecution under this section shall be limited to first, second, or third
10 offenses. Fourth and subsequent offenses, and offenses involving extreme cruelty as defined under
11 state law, shall be prosecuted as a felony under NMSA 1978, Section 30-18-1, as amended.

12 B. Overworking Animals Prohibited. It shall be unlawful for any person to drive to work any animal cruelly when
13 such animal is unfit for labor.

14 C. Slaughtering Wild Animals Excepted. The slaughtering of animals for food or the killing of wild animals, such
15 as authorized by law, shall not be a violation of this section.

16 D. Duty to Provide Food and Shelter. It shall be unlawful for any person to fail, refuse or neglect to provide any
17 animal in his or her custody, as owner or otherwise, with proper food, drink, shade, shelter, care, medical
18 treatment or to carry any animal in or upon any vehicle in a cruel or inhumane manner, or to keep any animal
19 under unsanitary or unhealthy conditions.

20 [+E. Basic Grooming. All animals shall be groomed in accordance with this article as described by the definition
21 of basic grooming as applicable to the species. Basic grooming is necessary to maintain the eyes, ears, beaks,
22 hooves, feet and skin of an animal in healthy condition. Basic grooming includes making sure that the toenails
23 or hooves are not so long as to cause the animal not to be able to move normally or to cause pain to the
24 animal. Basic grooming also includes providing the animal with whatever the animal needs for self-grooming.
25 No animal shall be allowed to have a coat that is matted to the point that it becomes so heavy as to cause skin
26 irritation or trap fecal matter. The animal shall not be so dirty as to provide a home for parasites and insects. No
27 animal shall be allowed to have foreign objects imbedded in its skin, fur or hair other than an identification
28 microchip.+]]

29 E F. Animals without Proper Care. Whenever the [+marshal or his duly authorized designee, including the+]
30 animal control officer, ~~municipal police, or duly authorized designee~~ finds that any animal is without proper care

1 because of injury, illness, [+severe thirst,+] confinement or voluntary absence of the owner or person
2 responsible for the care of such animal, the [+marshal or his duly authorized designee, including the+] animal
3 control officer, ~~municipal police, or duly authorized designee~~ may impound such animal for protective care. In
4 the event of sickness or injury of the animal, upon the advice of a licensed veterinarian, the [+marshal or his
5 duly authorized designee, including the+] animal control officer, ~~municipal police, or duly authorized designee~~
6 may take such action as called for to prevent undue pain and suffering, including immediate destruction of the
7 animal.

8 F G. Abandoning of Animal Prohibited. It shall be unlawful for any person to abandon any [+domesticated+] animal in the town of Mesilla, except community cat caregivers, in the case of community cats.

10 G H. Discharging Firearms or Fireworks at Any Animal Prohibited. It shall be unlawful for any person to fire any
11 BB gun, firearm or firework in the vicinity of an animal unless used to repel an attack by an animal on a human
12 being, livestock or other animal or unless otherwise permitted pursuant to MTC [6.05.160](#)(C) and (E).

13 H I. Animals on Unenclosed Premises. It shall be unlawful for any person to stake out, graze, or herd any
14 animal upon any unenclosed private lot or parcel of land in a manner that such animal may be or go beyond the
15 boundary of such lot or land.

16 [+J. Sexual Abuse. It shall be unlawful for any person to take part in any sexual abuse of an animal. Nothing
17 herein shall prohibit a person from engaging in accepted veterinary practices, medical treatment by the owner
18 or with the owner's consent, or bona fide experimentation for scientific research.+]

19 K. Keeping of Infected or Painfully Crippled Animals. It shall be unlawful for any person to have, keep, or harbor
20 any animal which is known or believed to be infected with a dangerous or communicable disease or is painfully
21 crippled, wounded, or injured. All such animals shall be reported to the animal control officer, municipal police,
22 or duly authorized designee who will make proper disposition of the animal. This section shall not be construed
23 to include veterinary hospitals in which animals are being treated.

24 [+1. Given probable cause, the animal control officer may require the owner to provide a letter of
25 health evaluation from a veterinarian describing the condition of the animal and the treatment provided
26 or recommended.

27 2. The animal control officer may evaluate the condition of an animal in order to determine probable
28 cause.

1 L. Vehicle Operator Responsibility. A person shall not intentionally strike any animal with any vehicle, self-
2 propelled or otherwise.

3 1. Any person who, as the operator of a motor vehicle, strikes any animal shall immediately report
4 such injury or death to the marshal, animal control officer, or municipal police.

5 ~~M. Performing Animal Exhibition; Circus. A performing animal exhibition or circus in which animals are induced
6 or encouraged to perform through the use of chemical, mechanical, electrical, or manual devices in a manner
7 that will cause or is likely to cause physical injury or suffering shall not be permitted.~~

8 ~~1. All equipment on a performing animal shall fit properly and shall be in good working condition.~~

9 M. Performance of Duty. Nothing herein shall prohibit the marshal, animal control officer, municipal police, or
10 duly authorized designee from using a tranquilizer gun, snare, net, net gun, trap or other similar devices to
11 humanely capture animals as reasonably necessary for the control of such animals.

12 N. Storage and Utilization of Hunting Traps. It is unlawful to use or authorize the use of any steel-jawed
13 leghold trap or any other body-gripping trap to capture any animal, except as allowed by state hunting
14 authorities. Such devices shall be stored appropriately when not in lawful use as not to present undue hazard
15 or injury to domesticated animals or humans.

16 O. Hunting. Nothing herein shall prohibit a person from engaging in legal hunting practices as allowed by state
17 hunting authorities. [Ord. 2007-10 § 23]

18 **6.05.240 Permitted premises.** 

19 A. Permit Required.

20 1.-No person shall operate a ~~kenel~~ [+residential or commercial multi-animal site+], guard dog
21 operation, ~~hobby breeder operation~~, apiary operation, arachnid operation, or insect operation
22 without a valid permit issued by the animal control officer, municipal police, or duly authorized
23 designee. Any person who operates or proposes to operate a residential or commercial multi-
24 animal site shall file an application for a permit with the animal control officer.

25 2. No person shall operate a ~~kenel~~ [+residential or commercial multi-animal site, or+] guard
26 dog operation or ~~hobby breeder operation~~ without also obtaining a valid business license issued

1 by the town pursuant to MTC Title [5](#), Business Taxes, Licenses and Regulations. A minimum
2 fine of \$250.00 will be assessed for any violations.+]]

3 ~~3. A minimum fine of \$100.00 will be assessed for any violations~~ [+All applications for multi-
4 animal site permits must meet the following conditions:

5 a. An initial non-refundable fee, established by the council by resolution, for
6 residential or commercial multi-animal sites must accompany any application to
7 defray the cost of processing the request.

8 b. Commercial sites must also comply with the town business registration
9 requirements.

10 i. An annual commercial multi-animal site permit fee shall be established
11 by the council by resolution.

12 ii. Approval is required by the town zoning administrator and animal control
13 officer.

14 iii. All boarded animals three months of age or over must be vaccinated for
15 rabies.

16 c. All multi-animal residential site permits must be renewed annually at a fee
17 established by the council by resolution.

18 d. An application may be denied if the owner or responsible person shows a history of
19 noncompliance with this chapter as evidenced by two or more convictions of
20 violations of this chapter during the past year.

21 e. Multi-animal sites must comply with applicable zoning regulations. If any provision
22 of this section is in conflict with the provision of any applicable zoning regulation, the
23 provision of the zoning regulation shall control.

24 4. A multi-animal site permit may be revoked when, in the opinion of the zoning administrator, code
25 enforcement or animal control officer, any one or more of the following conditions exist:

1 a. The premises or enclosures are not maintained in a clean and sanitary condition
2 and are a health hazard or produce noxious odors.

3 b. The enclosures are unsafe.

4 c. The number of animals exceeds the number allowed on the permit.

5 B. [+Special Animal Permits.

6 1. Applications Generally. A person or organization who seeks to keep any animal requiring a special
7 animal permit shall file an application with the animal control officer describing the location of the site
8 and the purpose for which it is to be maintained. Veterinary hospitals and clinics shall be exempt from
9 this requirement. It shall be a condition of the issuance of any special animal permit that the permittee
10 consents to inspection of the premises at any time between the hours of 6:00 a.m. and 10:00 p.m. The
11 application permit fee shall be set by the council by resolution.

12 2. Application conditions. All applications for special animal permits required under this section must
13 meet the following conditions:

14 a. An initial non-refundable fee must accompany any application to defray the cost of
15 the request.

16 b. An application may be denied if the owner or responsible person shows a history of
17 noncompliance with this chapter as evidenced by two or more convictions of
18 violations of this chapter during the past year.

19 3. Revocation. A special animal permit may be revoked when, in the opinion of the zoning
20 administrator, code enforcement or animal control officer, any one or more of the following conditions
21 exist:

22 a. The premises or enclosures are not maintained in a clean and sanitary condition
23 and are a health hazard or produce noxious odors.

24 b. The enclosures are unsafe.

25 c. Containers for venomous snakes or lizards are not clearly labeled and locked.

1 4. Restrictions. The keeping of any permit-required species not allowed under the provisions of the
2 existing special animal permit.

3 a. Outdoor Rehabilitation Aviary. A special permit is required by any person to keep
4 or maintain an outdoor rehabilitation aviary. The animal control officer will not issue
5 this special permit without proof of a license issued by the federal government and
6 the New Mexico Department of Game and Fish.

7 b. Birds of Prey. A special permit is required by any person to keep or maintain a bird
8 of prey. The animal control officer will not issue this special permit without proof of a
9 license issued by the federal government and the New Mexico Department of Game
10 and Fish.

11 c. Threatened or Endangered Amphibian, Snake, or Reptile. Federal and state
12 permits are required for any person to keep or maintain any species of amphibian,
13 snake or reptile that is listed as threated or endangered by the federal government or
14 the state.

15 d. Certain Snakes. A special permit is required for any person to keep or maintain
16 any snakes of the families Elapidae and Viperidae, or the three genera within the
17 family Colubridae (*Thelotornis kirtlandii*, the twig snake; *Dispholidus typus*,
18 boomslang; and *Rhabdophis*, keelbacks). The animal control officer will not issue
19 this special permit until the appropriate federal and state permits are acquired.

20 e. Pigeons. Fancy pigeons, racing pigeons and sporting pigeons may be kept
21 pursuant to a special permit, provided that structures utilized as lofts shall be
22 maintained in a sanitary condition, and in compliance with all applicable health
23 regulations. The maintaining of undomesticated pigeons is prohibited within town
24 limits.

25 i. Fancy pigeons are those which, through past breeding, has developed
26 certain distinctive physical and performing characteristics as to be clearly
27 identified and accepted as such by the National Pigeon Association, the
28 American Pigeon Club, or the Rare Breeds Pigeon Club. Examples include
29 fantails, pouters, and trumpeters.

1 ii. Racing pigeons are those members of the family Columbidae which,
2 through selective past breeding, has developed the distinctive physical and
3 mental characteristics as to enable it to return to its home after being
4 released a considerable distance therefrom, and which is accepted as such
5 by the American Racing Pigeon Union, Inc., or the International Federation
6 of Racing Pigeon Union, Inc., or the International Federation of Racing
7 Pigeon Fanciers. Examples include the racing homer, homing pigeon, or
8 carrier pigeon.

9 iii. Before issuance of a special permit for the keeping of pigeons, the owner
10 must demonstrate that he is a member in good standing of the following:
11 The American Racing Pigeon Union, Inc., the International Federation of
12 Racing Pigeon Fanciers, the National Pigeon Association; the American
13 Tippler Society; the International Roller Association; or the Rare Breeds
14 Club, as such clubs have rules that help preserve the peace and tranquility
15 of the neighborhood. Membership must be renewed on an annual, or as
16 required, basis in order to maintain the special permit.+]]

17 C. Permit Applications. Persons who wish to apply for a permit shall file using forms provided by the animal
18 control officer, municipal police, or duly authorized designee. The application shall require information sufficient
19 to assure the [+marshal or his duly authorized designee, including the+] animal control officer, ~~municipal police,~~
20 ~~or duly authorized designee~~ that the applicant and facilities are adequate, in compliance with MTC [6.05.170](#), to
21 care for the animals in a manner that protects the public and the animals and located in an area zoned by the
22 town for such proposed use or facilities in compliance with the regulations set out in MTC Title [18](#), Zoning.

23 D. Permit Requirement[+s; Transfer+]. No permit is transferable from one person or place to another person or
24 place. A valid permit shall be posted in a conspicuous place at each permitted premises. A permit holder shall
25 notify the [+marshal or his duly authorized designee, including the+] animal control officer, ~~municipal police, or~~
26 ~~duly authorized designee~~ of any changes in operations which may affect the status of the permit and shall keep
27 the [+marshal or his duly authorized designee, including the+] animal control officer, ~~municipal police, or duly~~
28 ~~authorized designee~~ informed of any changes in name, address, or home and business telephone numbers.
29 Both the person in charge of the permitted premises and the owner of the permitted premises shall be
30 responsible for complying with this section. At each permitted premises, a current record shall be kept which
31 describes all animals owned, purchased or received after the date of issuance of the permit.

1 An application for renewal must be accompanied by a current certificate of inspection issued by the [+marshal
2 or his duly authorized designee, including the+] animal control officer, ~~municipal police, or duly authorized~~
3 ~~designee~~ and shall be filed with the animal control officer, municipal police or duly authorized designee at least
4 ~~30~~ [+thirty (30)+] days but no more than ~~60~~ [+sixty (60)+] days before the date of expiration. Failure to renew
5 the permit as specified shall result in the expiration of the permit or in the assessment of a late fee of ~~\$10.00~~
6 [+in accordance with a schedule adopted by the council by resolution+] for each day in violation after the date
7 of expiration[+,+] in addition to the cost of renewing the permit.

8 The application shall require information sufficient to assure the [+marshal or his duly authorized designee,
9 including the+] animal control officer, ~~municipal police, or duly authorized designee~~ that the applicant and
10 facilities are adequate, in compliance with MTC [6.05.170](#), to care for the animals in a manner that protects the
11 public and the animals and located in an area zoned by the town for such proposed use or facilities in
12 compliance with the regulations set out in MTC Title [18](#), Zoning.

13 ~~D. E. Facilities and Care Applicable to Kennels~~ [+Residential or Commercial Multi-Animal Sites+], Guard Dog
14 Operations, ~~Hobby Breeder Operations~~, Arachnid Operations, and Insect Operations. Housing facilities for
15 animals applicable to ~~kennels~~ [+residential or commercial multi-animal sites+], guard dog operations, ~~hobby~~
16 ~~breeder operations~~, arachnid operations, or insect operations shall be constructed, repaired and maintained in
17 compliance with MTC [6.05.170](#) and MTC Title [15](#), Buildings and Construction.

18 E. F. Access to Permitted Premises. The [+marshal or his duly authorized designee, including the+] animal
19 control officer, ~~municipal police, or duly authorized designee~~ shall be allowed to enter the premises following
20 notification to the permit holder or applicant for the purpose of inspection prior to issuance of a permit, renewal
21 of a permit, or for investigation of a complaint.

22 F. G. Suspensions and Revocations of Permits. When the [+marshal or his marshal or his duly authorized
23 designee, including the+] animal control officer, ~~municipal police, or duly authorized designee~~ discovers that a
24 permitted premises is in violation of this section or MTC Title [5](#), Business Taxes, Licenses and Regulations,
25 MTC Title [15](#), Buildings and Construction, or MTC Title [18](#), Zoning, he or she shall give written notice of this
26 violation to the permit holder, operator, owner or person in charge by means of an inspection report or other
27 written notice. The notification shall state that failure to comply with the provisions of this section may result in
28 immediate suspension or revocation of the permit. Permits may be suspended for 30 days to allow the permit
29 holder to comply with the requirements of this section or other applicable laws, ordinances or regulations. A
30 permit shall be surrendered to the [+marshal or his duly authorized designee, including the+] animal control
31 officer, ~~municipal police, or duly authorized designee~~ upon suspension or revocation. A person whose permit

1 has been suspended may apply for an inspection of the premises for the purpose of reinstating the permit by
2 filing an additional application for a permit on a form required by the [+marshal or his marshal or his duly
3 authorized designee designee, including the+] animal control officer, ~~municipal police, or duly authorized~~
4 ~~designee~~. Within five business days after the application is received by the animal control officer, municipal
5 police, or duly authorized designee, he or she shall conduct an inspection of the premises proposed to be
6 permitted or re-permitted. If the applicant and the site are in compliance with all the applicable requirements of
7 this section and all other applicable laws, regulations, and ordinances, the permit shall be reinstated.

8 **G. H. Guard Dog Operation.** A person who wishes to conduct a guard dog operation or business shall first
9 obtain a guard dog permit in accordance with this section and shall be subject to any and all other requirements
10 therein applicable. In addition to the facilities and care standard requirements of permitted premises set forth in
11 this section, the area where the guard dog is housed while not on duty shall be secured in a manner which will
12 prevent their escape. The off-duty housing area shall be kept locked when not in use. Premises where guard
13 dogs are on duty or in use shall be posted with warning signs at least 42 [+twelve (12)+] inches long on each
14 side. The warning sign shall state "Guard Dog" or "Guardian" and shall show a picture of an aggressive dog.
15 The warning signs shall be posted not more than 200 feet apart on the exterior of the fences or walls
16 surrounding the site where such guard dogs are on duty or in use, and shall be posted at the exterior corners of
17 said site and every entrance of said site. Further:

18 [+1. A dog shall not be used to guard residential property.

19 2. The permit application shall include sufficient information to identify the name and address of the
20 owner of the commercial property, the name and address of the owner of the guard dog, and the
21 location intended to be guarded by the guard dog.

22 3. The permit applicant must submit to a pre-permit inspection of the premises by the animal control
23 officer, so that an accurate physical description of the animal may be obtained.

24 4. Prior to obtaining the permit, the permit applicant shall obtain liability insurance with an insurer
25 authorized to write liability insurance in this state providing coverage in each occurrence, subject to a
26 limit, exclusive of interests and costs, of not less than one hundred thousand (\$100,000) for damage or
27 bodily injury to or death of a person caused by the guard dog.

28 5. Vehicles used to transport a guard dog and vehicles being protected by a guard dog shall be
29 secured so the public is protected from injury. The vehicle shall be constructed or modified to ensure

1 that the guard dog is transported in a safe, humane manner. The vehicle shall be conspicuously
2 posted with guard dog signs on both sides of the vehicle.+]]

3 H. I. Apiary Operations, Arachnid Operations, and/or Insect Operations. A person who wishes to conduct an
4 apiary operation, arachnid operation, and/or insect operation or business shall first obtain a permit from the
5 [+marshal or his duly authorized designee, including the+] animal control officer, ~~municipal police, or duly~~
6 ~~authorized designee~~. To qualify for such a permit, the person must demonstrate in the form of certification,
7 training, or education to the marshal or his duly authorized designee, including the animal control officer,
8 ~~municipal police, or duly authorized designee~~ that such person or his or her agents or representatives have the
9 requisite or necessary knowledge, skill, or experience for the identification and handling or controlling of such
10 animals. [+A permitted individual or other person maintaining an apiary must comply with all provisions of the
11 New Mexico Bee Act, NMSA 1978, Chapter 76, including any rules and regulations promulgated by the New
12 Mexico Department of Agriculture, if applicable.

13 1. Abandoned Hives. Any hive or comparable apparatus that is not occupied by a live bee colony,
14 and that is accessible to bees, is hereby declared a public nuisance. The hive or apparatus shall be
15 subject to abatement.

16 2. Africanized Bees. If the marshal determines that the presence of Africanized or overly defensive
17 honey bees in a hive is a public nuisance or if Africanized or overly defensive honey bees from a hive
18 are entering land other than the land upon which the hive is located so as to endanger the public
19 health, safety, or welfare or so as to create an unreasonable interference with the use of the property
20 of others, the marshal or his duly authorized designee may take any action necessary to abate the
21 public nuisance, including, but not limited to, moving, selling, destroying, or otherwise disposing of the
22 infested hive as he might direct.+]]

23 I. J. Exceptions to Permitted Premises. The following are not required to obtain a permit under this section but
24 shall remain subject to the regulations set out in MTC Title [5](#), Business Taxes, Licenses and Regulations, MTC
25 Title [15](#), Buildings and ~~Construction~~ [+Construction+], and MTC Title [18](#), Zoning:

26 1. A veterinarian hospital or clinic operated by a licensed veterinarian.

27 2. A bona fide research institution, using animals for research.

28 3. A publicly owned animal control center or shelter. [Ord. 2007-10 § 24]

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6.05.250 Violation – Penalty. 

A. Any person who shall violate any provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than \$500.00 or imprisonment for not more than 90 days or both. Each day of a violation shall be considered a separate offense.

B. Citations may be issued to the custodian or owner of the animal in violation. The impounding fee shall be ~~\$25.00~~ [+based on a schedule adopted by the council for resolution ~~for the first impoundment within a 12-month period, \$50.00~~ ~~[\$75.00+] upon a second impoundment within the same 12-month period, \$75.00~~ ~~[\$150.00+] upon the third impoundment within the same 12-month period, and \$300.00 upon every impoundment after the third impoundment within the same 12-month period.~~ The fee for an animal with no license tag shall be based on a schedule adopted by the council by resolution.+]]

C. It shall be the duty of any person who is the owner or the keeper of any ~~vicious or dangerous~~ [+dangerous or potentially dangerous dog, or potentially dangerous or ferocious wild+] animal, the keeping of which is unlawful, to cause such animal to be destroyed[+, or other disposition as a court of competent jurisdiction might direct,+] in accordance with MTC [6.05.160](#). Failure to comply with this section shall subject such owner or keeper to a minimum fine of ~~\$10.00~~ ~~[\$100.00+] plus costs.~~ Each day's failure to comply shall be considered a separate offense. [Ord. 2007-10 § 25]

Section 2. Severability

Should any section, clause or provision of this ordinance, for any reason, be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provision of this ordinance.

Section 3. Repealer

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

Section 4. Effective Date

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

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

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Mayor

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Town of Mesilla

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8 ATTEST:

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10 By: _____

11 Town Clerk/Treasurer

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DRAFT



**NOTICE OF PUBLIC HEARING & INTENT TO RECOMMEND ADOPTION
OF ORDINANCE 2018-03
AN ORDINANCE REVISING CHAPTER 6.05 ANIMAL CONTROL**

The Board of Trustees (BOT) held a public hearing on Monday, December 13, 2018 at 6:00 p.m. in the board room of the Mesilla Town Hall, 2231 Avenida de Mesilla. The purpose of the hearing was to take public comments on the proposed ordinance 2018-03 revising Chapter 6.05 Animal Control. The Town will once again take public input on Monday, February 11, 2019 at 6:00 p.m. in the board room of the Mesilla Town Hall, 2231 Avenida de Mesilla.

As part of their regularly scheduled meeting on Monday, February 25, 2019 at 6:00 p.m., the BOT will consider recommending the adoption of ordinance 2018-03 revising Chapter 6.05 Animal Control.

Copies of the proposed ordinance change can be found on the Town of Mesilla website www.mesillanm.gov or by calling (575) 524-3262.

Posted on ~~12/3/18~~ Revised and reposted 2/7/19 on 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.



RESOLUTION NO. 2019-01

A RESOLUTION ENABLING THE TOWN OF MESILLA, NEW MEXICO, TO ESTABLISH AN ANIMAL CONTROL ORDINANCE SCHEDULE OF FINES, FEES AND PENALTIES

WHEREAS, the Board of Trustees of the Town of Mesilla asserts local control for the regulation of dogs and domestic animals, as provided by New Mexico state statutes; and

WHEREAS, the Board of Trustees of the Town of Mesilla has codified its regulation in the Mesilla Town Code within the Animal Control Ordinance; and

WHEREAS, the Board of Trustees of the Town of Mesilla wishes to establish and promulgate a schedule of fines, fees and penalties related to the Animal Control Ordinance; and

WHEREAS, such a schedule will improve the efficiency of making needful changes to reflect economic realities to benefit the community and animal welfare;

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Mesilla that this Resolution shall provide for the adoption of the following fines, fees and penalties, as follows:

Sterilized (spayed/neutered) dog or cat license	\$7.00/year
Fertile/intact (unaltered) dog or cat license	\$50.00/year
Senior discount (altered dog/cat with photo ID)	\$5.00/year
Military veteran discount (altered dog/cat with photo ID/proof of status)	\$5.00/year
No license tag fee	\$5.00
Replacement license tag	\$5.00
Microchip fee	\$10.00
Litter fee	\$50.00/litter
Multi-animal residential site permit	\$50.00/year
Multi-animal commercial site permit	\$100.00/year
Guard dog permit	\$100.00/year
Apiary/arachnid/insect operation permit	\$100.00/year
Special animal permit application fee	\$25.00
Special animal permit	\$100.00/year
Permit late fee assessment	\$25.00/day
Marshal's department kennel, care and maintenance fee	\$25.00/day,partial day
Outside agency kennel, care and maintenance fee	Actual costs
Veterinarian expenses – recovery of costs incurred by the marshal	Actual costs
Humane euthanasia (if available/approved by marshal)	\$25.00
Deceased removal from private property (if available/approved by marshal)	\$25.00

PASSED BY THE BOARD OF TRUSTEES this 11th day of February 2019.

Nora L. Barraza
Mayor

ATTEST:

Cynthia Stoechner-Hernandez
Clerk-Treasurer

**TOWN OF MESILLA
FIRE DEPARTMENT**

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this *11th Day of February, 2019* between the **Town of Mesilla**, a New Mexico Municipal Corporation, located at 2231 Avenida de Mesilla, New Mexico 88046, (the “Town”) and **Russell Baker, DO** located at 772 Bittersweet, El Paso, Texas 79922, (the “Contractor”).

RECITALS

1. The Town desires to hire the Contractor to provide Administrative Medical Direction for the Town of Mesilla Fire and Marshal’s Departments, hereinafter referred to as the Departments.
2. The Contractor has expressed the capability and desire to perform the services as described in the Agreement.

Now, therefore, for valuable consideration the parties agree as follows:

ARTICLE 1
THE EXHIBITS

- 1.1 The exhibits may also be collectively referred to as the “Documents.” In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:
 - Specific direction from the EMS Coordinator or designee with the Town of Mesilla Fire Department
 - This agreement date *January 28, 2019* and any attachments
 - Exhibit 1, Exhibit 2, Exhibit 3, Exhibit 4

ARTICLE 2
SERVICES AND RESPONSIBILITIES

- 2.1 The Contractor shall perform for the Town’s benefit, all of the services set forth and described in this Agreement and Documents. Contractor shall perform the services in accordance with the highest professional standards.
- 2.2 The services shall be performed under the direction of and to the satisfaction of the Town. No approval or direction by the Town shall relieve the Contractor of any contractual obligation.

- 2.3 The Contractor shall furnish all labor, materials, tools, supplies and other items required to perform the Services that are necessary for the completion of the Agreement.
- 2.4 The Town shall make decisions on all claims regarding interpretation of the Documents, and on all other matters relating to the execution and progress of the Services.
- 2.5 The Contractor represents to the Town that it has the, full capability to provide all the services set forth herein and the Town is relying on this representation in its execution of this agreement.
- 2.6 The Contractor shall maintain in good standing his medical license in NM and if he does not, this Agreement ends without further obligation of the Town.

ARTICLE 3
TIME FOR PERFORMANCE

- 3.1 This Agreement shall commence upon the Town's issuance of a Notice to Proceed, and the Contractor shall perform the services as identified in Exhibit 1, ending on June 30, 2024. Additional services requested by the Town, or changes in scope, will be reviewed and any impact on the schedule determined and the schedule modified accordingly.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

- 4.1 Contractor shall be compensated a total fixed price of \$300.00 per month. Additional services or significant changes in the scope of services for any project requested or made by the Town may be based on Contractor's hourly rates as agreed between the parties and set forth in a written amendment to this Agreement.
- 4.2 If the services start after the first day of the month, the fee of \$250.00 will be prorated based upon the start date. (Example, if contract starts on the 10th day of a 31day month, [(\$250/31 days) * 21 day])
- 4.3 The Contractor shall be entitled to invoice on a monthly basis for services performed. The Contractor shall submit an original invoice and one copy to the Town on the first day of each month after the service has been rendered. This will be considered the official request for payment. The invoices shall include at least the following information:

- a. Worked performed
 - b. Amount due this invoice.
- 4.4 the Town shall pay Contractor within thirty (30) days of receipt of any invoice the total shown to be due on such invoice, provided the Town has accepted the Contractor's performance as shown on the submitted invoice. If the Town disputes any amount on the invoice it shall, within the time frame, pay the undisputed amount.

ARTICLE 5
OWNERSHIP OF DOCUMENTS

- 5.1 All documents, design plans and specifications resulting from the professional services rendered by the Contractor under this Agreement shall be deemed the sole property of the Town, and the Town shall have all rights incident to the sole ownership. All documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the New Mexico State Statutes.
- 5.2 Any information, writing, maps, agreements, documents, reports or any other matter which is given by Town to Contractor pursuant to this Agreement shall at all times remain the property of the Town, and shall be returned to the Town, and shall not be used by the Contractor for any other purpose without the written consent of the Town.

ARTICLE 6
COURT APPEARANCE, CONFERENCES AND HEARINGS

- 6.1 This Agreement shall obligate the Contractor to prepare for and appear in litigation on behalf of the Town for any dispute arising out of this Agreement.
- 6.2 The Contractor shall confer with the Town during the performance of the services regarding the interpretation of this Agreement, the correction of errors and omissions, the preparation of any necessary revisions to correct errors and omissions or the clarification of service requirements, without compensation.

ARTICLE 7
WARRANTIES, GUARANTEES AND ATTORNEY'S FEES

- 7.1 The Contractor warrants that its services are to be performed within the limits prescribed by the Town and with the usual thoroughness and competence of the Contractor's profession

- 7.2 All services performed by the Contractor shall be to the satisfaction of the Town. In cases of disagreement or ambiguity regarding quality or the amount of value, the Town shall decide all questions, difficulties and disputes of whatever nature that may arise under this Agreement. The Town's decision on all claims or questions is final.
- 7.3 Contractor warrants and represents that he/she shall perform his/her services accordance with medical industry standards.
- 7.4 That to the best of his/her knowledge all goods and Services reflected in his/her billing has been furnished as so represented.
- 7.5 That all information supplied to and all representations made to the Town shall be true, accurate and complete and in the event such information or representation(s) made herein become inaccurate or incomplete, Contractor will promptly notify the Town in writing of such occurrence.
- 7.6 Contractor shall perform all obligations and maintain all records and patient information used for the performance of services under this Agreement in compliance with Applicable Law and as a "Business Associate" as defined by the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C §§ 1320d through d-8, as amended, and set forth in Exhibit 2.
- 7.7 Contractor has not been and/or is not currently debarred, suspended and/or found in violation of any Applicable Law and/or state or professional licensing group standards.
- 7.8 Contractor has no pending, threatened, and/or anticipated proceeding or litigation against, relating to, or arising out of his/her medical license and/or medical practice.

ARTICLE 8
NOTICES

- 8.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated or as may be changed from time to time. Such notice shall be deemed given on the day of which if personally served, or if by mail, on the date of actual receipt.

Town: Town of Mesilla
P.O. Box 10
Mesilla, NM. 88046
Attention: Chief Kevin Hoban

Contractor:
Russel Baker, DO
772 Bittersweet
El Paso, TX 79922

ARTICLE 9
AUDIT RIGHTS

9.1 Town reserves the right to audit the records of the Contractor related to all work or each Project covered by this Agreement at any time during the execution of the Services and for a period of two years after final payment is made.

ARTICLE 10
SUBCONTRACTING

10.1 No Services shall be subcontracted, assigned, or transferred under this Agreement with out the prior written consent of the Town.

10.2 The Contractor shall be fully responsible to the Town for all acts and omissions of any agents or employees, or approved subcontractors. Subcontractors shall have appropriate general liability, professional liability, and workers' compensation insurance, or be covered by Contractor's insurance. Contractor shall furnish the Town with appropriate proof of insurance and releases from all subcontractors in connection with the work performed.

ARTICLE 11
WARRANTY

11.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the Town shall have the right to cancel this Agreement without liability.

ARTICLE 12
TERMINATION OF AGREEMENT

12.1 The Town retains the right to terminate this Agreement, without cause, at any time prior to the completion of the services required pursuant to Article 2 above without penalty. Town shall only be responsible to pay the Contractor for any service actually rendered up to the date of termination which services are not in dispute to said date.

12.2 This Agreement may be terminated by either party upon thirty (30) calendar day's written notice by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.

12.3 Any payment to Contractor for any work done pursuant to this Agreement shall be made only if Contractor is not in default of any work under the terms of this Agreement.

ARTICLE 13 **DEFAULT**

13.1 An event of default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. Contractor has not performed services on a timely basis;
- b. Contractor has refused or failed to supply enough properly skilled staff personnel;
- c. Contractor has failed to make prompt payment to subcontractors or suppliers for any services;
- d. Contractor has failed to obtain the approval of the Town where required by this Agreement.
- e. Contractor has failed in the representation of any warranties; or
- f. Contractor has refused or failed to provide the services as defined in this Agreement.

13.2 The Town may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall in addition to every other remedy given or otherwise exist and may be exercised from time to time and as often and in such order as may be deemed expedient by the Town. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The Town's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the Town in law or in equity.

ARTICLE 14 **INDEMNIFICATION**

14.1 The Contractor ("Indemnitor") shall indemnify, defend and hold harmless for, from and against the Town, its officers, directors, and employees, ("Indemnitee") for, from and against all costs, claims, losses, liabilities, penalties, finds, citations, expenses, forfeitures or other damages, including but not limited to settlements, defense costs, judgments, court costs, expert(s) fees and reasonable fees of attorneys, incident to, and which it may insure, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of any Applicable Law, to the extent that such damage was caused by, in whole or in part, incident to or arose out of this Agreement and the Indemnitor's; (i) breach of this Agreement; or (ii) negligent or willful act(s) or omissions(s); or (iii) violation of governmental law, regulation, order or rule. Nothing in this section shall limit any right to contribution or other allocation of fault

between the parties as determined by a court of competent jurisdiction and as permitted by all Applicable Law. Contractor shall have full and exclusive liability for, and shall indemnify, hold harmless and defend Town and its affiliates, shareholders, directors, officers, employees and agents against any loss, cost, liability or claim related to any taxes and contributions for unemployment insurance, worker's compensation, retirement benefits, life insurance, and any other employment-related claim, charge and/or litigation, benefits, costs, obligations, safety requirements or duties with respect to Contractor's employees, agents or contractors; Contractor shall maintain appropriate insurance to protect the Town of Mesilla.

14.2 The Town shall be responsible to the Contractor for the negligence of the Town's employees and officers as relates to the Professional Services Agreement. Town's liability to Contractor shall be limited to the terms of the New Mexico Tort Claims Act and to the maximum coverage available to Town from time under that Act.

ARTICLE 15
INSURANCE

15.1 Throughout the term of this Agreement, the Contractor shall maintain in force at its sole expense, insurance as follows:

- 15.1.1.1 Professional Liability
- 15.1.1.2 Medical and Administrative Liability

15.2 In the case of any approved subcontract, the Contractor shall require the sub contractor to provide statutory Workers' Compensation and Employers' Liability Insurance with the same limits as those required by the Contractor.

ARTICLE 16
CODES, ORDINANCES, AND LAW

16.1 The Contractor shall abide and be governed by all applicable state and federal law, Town ordinances, and laws regarding the Contractor's services on each Project or any work done pursuant to this Agreement.

ARTICLE 17
ENTIRETY OF AGREEMENT

17.1 This Agreement and its attachments constitute the sole and only agreement of the parties and set forth the rights, duties, and obligations of each party. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

ARTICLE 18
NON-EXCLUSIVE AGREEMENT

18.1 The professional services to be provided by the Contractor pursuant to this Agreement shall be non-exclusive, and nothing shall preclude the Town from engaging other firms to perform professional services.

ARTICLE 19
GOVERNING LAW; VENUE

19.1 This Agreement shall be construed and enforced according to the laws of the State of New Mexico. Venue shall be either in the Town of Mesilla or in the District Court of the Third Judicial District, State of New Mexico.

ARTICLE 20
INDEPENDENT CONTRACTOR

20.1 Contractor and its employees and agents shall be deemed to be independent contractors, and not Town agents or employees. The Contractor, its employees or agents shall not retain any rights or benefits under neither the Town's benefit plans nor any rights generally afforded the Town's classified or unclassified employees. The contractor shall not be deemed entitled to the State of New Mexico Workers' Compensation benefits as a Town employee.

ARTICLE 21
NONDISCRIMINATION

21.1 Contractor shall not discriminate as to age, race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

ARTICLE 22
AMENDMENTS

22.1 No Amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

ARTICLE 23
CONDUCT/CONFLICT OF INTEREST

23.1 Contractor warrants that no person under its employ who presently exercises any functions or responsibilities on behalf of the Town in connection with this Agreement has any personal financial interest, direct or indirect, with contractors or vendors providing professional services on projects assigned to the Contractor, except as fully disclosed and approved by the Town. Contractor further warrants that, in the performance of this Agreement, no person having any such conflicting interest shall be employed by it. Any

such interest on the part of the Contractor or its employees must be disclosed in writing to the Town.

ARTICLE 24
OTHER PROVISIONS

24.1 Titles and paragraph headings are for convenience reference and are not a part of this Agreement.

24.2 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same of any other provisions, and no waiver shall be effective unless made in writing.

24.3 Should any provision, paragraph, sentence, work or phrase contained in the Agreement be determined to be invalid, illegal or otherwise unenforceable under the laws of the State of New Mexico by a court of competent jurisdiction, such provision, paragraph, sentence, word or phrase shall be deemed modified in order to conform with New Mexico law. If not modifiable to conform to such law, then it shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

ARTICLE 25
LIMITATION OF LIABILITY

25.1 Not with standing any other term or condition of this Agreement, the Town shall not be liable to Contractor for damages in any amount in excess of \$1,000.00, for any action or claim of the Contractor or any third party arising out of this Agreement. Additionally, the Town does not waive sovereign immunity, and no claim or award against the Town shall include attorneys’ fees, investigative costs or pre-judgment interest.

IN WITNESS WHEREOFF, this Agreement is effective as of the date first written above.

CONTRACTOR:

Town of Mesilla

By: _____

Russel Baker, DO

Kevin Hoban, Fire Chief

Mayor

Nora L Barraza

EXHIBIT 1

Contractor Services

1. As the medical Director for Town, Contractor will provide Administrative Medical Direction, as defined under and required by Section 7.27.3 of the New Mexico Administrative Code.
2. Prior to any ride-along, Contractor shall execute a Non-Employee Voluntary participation in Medical & Fire Response & Assumption of Risk, Waiver, and Release & Indemnification Agreement, a form of which is attached here to as Exhibit 2.
3. As consideration for Contractor's Services, Town shall pay to Contractor the sum of Three Hundred Dollars and Zero Cents (\$250.00) payable on a monthly basis/Contractor shall deliver an itemized invoice on a monthly basis no later than the tenth day of the month following Services rendered to Town detailing (i) the data Services were provided, (ii) a brief description of the Services provided, (iii) and the number of hours of Services provided. If the service starts after the first day of the month, the fee of \$250.00 will be prorated based upon the start date (i.e.; if contract start on the 10th day of 31st day month, [(\$250.00/31 days) * 21 day]). Contractor shall get preapproval of all travel and accommodations in connection with the Services from the Contractor Administrator assigned to this contract.
4. Such other duties as may be mutually agreed upon from time to time and added to this Exhibit 1.

Exhibit 2

**NON-EMPLOYEE VOLUNTARY PARTICIPATION IN MEDICAL & FIRE
RESPONSE INCLUDING ASSUMPTION OF RISK WAIVER, RELEASE &
INDEMNIFICATION AGREEMENT.**

Town of Mesilla Fire Department (hereinafter referred to as “Town”) provides medical transportation and/or fire protection services and activities related there to (hereinafter refer to as “Response Services”).

I, Russell Baker

(print name of participant) living at,

 722 Bittersweet Pl. El Paso, TX 79922

(insert full address) desire to participate in, observe and/or otherwise take part in response services.

I ACKNOWLEDGE THAT MY PARTICIPATION IN THE RESPONSE SERVICES IS STRICTLY AS AN OBSERVER AND I FURTHER ACKNOWLEDGE THAT I WILL NEITHER BE PERMITTED TO NOR WILL I RENDER ANY PATIENT CARE.

In consideration of Town’s consent to allow me to participate in its inherently dangerous and risky activity of Response Services, I hereby knowingly, freely and voluntarily agree as follows:

Representations. I represent to Town that I am legally competent and age eighteen or older and my driver’s license number is 34484647, for the State of Texas which states my birth day as 2/14/1975. I acknowledge that I am not an employee or agent of Town. I understand that if I have an infectious disease or a medical condition which could be triggered by participating in Response Services or if I am not physically capable and mobile to enable me to move without assistance that I would endanger the public and/or myself so that I represent that I do not have any of the above conditions. I understand that if I received a small pox vaccination that I maybe contagious for up to four (4) weeks after my inoculation and I specifically represent that I have not had the small pox vaccination or it has been at least four (4) weeks from my inoculation. _____(INITIALS)

Medical Doctor (Applicable to Medical Doctors Only) If the non-employee ride along is a Medical Doctor, I specifically agree and understand that patient care and/or treatment is outside the scope of this Agreement and any patient treatment or care that I provide is treatment or care delivered in the course of my medical practice. _____(INITIALS)

Disclaimer of Warranty I understand that each situation that Town responds to is based on incomplete and limited information provided often under extreme and emergency conditions and which may or may not be ultimately accurate. Moreover, I understand that each situation will contain unforeseen and unknown hazards, dangers and risks to me and to Town. Town's Response Services is based upon whatever current information is available, at the time of the Response Services are provided so I expressly understand and agree that Town makes no representation or warranty expressed or implied, written or oral regarding Response Services to me and what I may or may not be exposed to. _____(INITIALS)

Assumption of Risk I voluntarily and freely, with full understanding that I may be exposing myself to extreme danger, emotional trauma and other risks. I assume all risks in connection with the Response Services. I acknowledge that participating in Response Services may result in, but is not limited to bodily injury, death, emotional trauma, burns, extreme noise, extreme lights and/or exposure to hazards and/or diseases like airborne or blood borne pathogens, bacteria or other harmful transmissions to me. Exposure to an airborne or blood borne pathogen may result in the transmission of AIDS, hepatitis, TB or other infectious diseases. _____(INITIALS)

Endangerment

I agree to follow all instructions, procedures, measures and directions given by city and understand my failure to do so may result in property damage or injury or death to me or to a third party. I understand that my participation in response services may be terminated at any time for any reason by City. _____(INITIALS)

Insurance I understand that I am completely responsible for all insurance coverage to cover my participation in the Response Services.

Confidentiality of Protected Health Information

During my participation in Response Services, I acknowledge that I may be exposed to confidential information and/or Protected Health Information (for example, patient identity, care and/or treatment information) as defined under HIPAA (referenced below) and understand that I am legally obligated and personally responsible for holding this information confidentially and not disclosing it to anyone unless such disclosure is permitted under the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C 1320d through d-8 ("HIP AA"), and the regulations promulgated thereto, including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Standards") as well as other relevant federal and state laws. _____(INITIALS)

I acknowledge that Town and the activities involved in Response Services are subject to broad, extensive and comprehensive privacy and confidentiality laws and regulations protecting patient care information. Information regarding a patient is strictly confidential; its disclosure to anyone not specifically permitted is strictly prohibited by law. I specifically agree to: review Town's HIPAA Policies prior to my participation in the Response Services; not to take, copy or disclose to the media or anyone any information I receive, observe, view

and/or otherwise have access to arising out of, in any manner whatsoever, my participation in Response Services, unless required by law and you have provided notice to Town of the request prior to disclosure; adhere to HIPAA and other federal and state privacy laws and regulations; keep all Protected Health Information as defined by HIPAA confidential; and not to disclose any Protected Health Information and/or other confidential information unless so permitted under applicable law. _____ (INITIALS)

Compliance with Applicable Law I agree to comply with all Applicable Law during my participation. "Applicable Law" shall include all federal, state and local laws, statutes, regulations, codes, ordinances, rules and/or Executive Orders, as amended. _____ (INITIALS)

WAIVER, INDEMNITY & RELEASE

I waive, release, discharge and indemnify Town, employees, agents, representatives, and assigns, of and from any claim, demand, right or cause of action, of any kind or nature whatsoever, whether based on tort, contract, warranty, or other theory of recovery, at law or in equity, vested or contingent, that I or my spouse, family, parents, children, estate, heirs, agents, insurers, successors or assigns may at any time have as a result of the Response Services for Town. _____ (INITIALS)

I UNDERSTAND THAT THIS WAIVER, RELEASE AND INDEMNITY IS INTENDED TO WAIVE, RELEASE, DISCHARGE AND INDEMNIFY IN ADVANCE THE CITY AND ITS EMPLOYEES, AND ASSIGNS, FOR, FROM AND AGAINST ANY AND ALL LIABILITY TO ME ARISING FROM THE RESPONSE SERVICES THE TOWN IS INVOLVED IN. THIS INCLUDES, WITHOUT LIMITATION, ANY LIABILITY (INCLUDING CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES) ARISING FROM INJURY OR DAMAGE THAT I SUFFER OR CAUSE DURING THE RESPONSE SERVICES, INCLUDING, WITHOUT LIMITATION, DEATH, INJURY, EMOTIONAL TRAUMA, BURNS, ILLNESS, DISABILITY, EXTREME LIGHTS, EXTREME NOISE OR OTHER DAMAGE TO MY PERSON AND/OR PROPERTY OR THIRD PARTY, AND ALL RISKS CONNECTED THERETO, WHETHER FORESEEN OR UNFORESEEN, RESULTING FROM NEGLIGENCE OR OTHERWISE. _____ (INITIALS)

I agree that this Waiver, Release and Indemnity are intended to be as broad and inclusive as permitted by the Laws of the State of New Mexico. If any provision of this Waiver, Release and Indemnity shall be ineffective or invalid, such provision shall be ineffective or invalid only to the extent of such prohibition or in validity, without invalidating the remainder of

such provision or the remaining provisions of this Waiver, Release and Indemnity, which shall remain in full force and effect. _____ (INITIALS)

Duty to Inform So long as I participate in Response Services, in the event any representation or obligation of mine in this Agreement is no longer accurate, or true, I agree to inform Southwest immediately in writing of such occurrence. I realize that Southwest is relying upon my representations and agreements made in this Agreement and that my failure to adhere to this Agreement could seriously injure someone, cause their death or damage property. _____ (INITIALS)

Members of the Media (Applicable to all people in the media and press) The undersigned specifically acknowledges and agrees that he/she shall not publish, release and/or broadcast, or transfer, assist, and/or otherwise enable anyone or any company in publishing, releasing and/or broadcasting in any media form or outlet, any individually identifiable health information (“Protected Health Information”) of any type without the expressed written consent of the patient whom is the subject of the information (or his or her legal representative), or Town.

I HAVE READ THIS ENTIRE AGREEMENT BEFORE SIGNING IT, AND FULLY UNDERSTAND AND AGREE TO ITS TERMS.

By: _____

Russell Baker, DO

Date: _____

EXHIBIT 3

1. Definitions. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR Sections 160.103 and 164.501. For purposes of this Exhibit, Business Associate shall mean Contractor.

2. Obligations and Activities of Business Associate. In conformity therewith, the Business Associate agrees that it will:

(a) Not use or further disclose Protected Health Information (PHI) except as permitted under the Agreement or required by law.

(b) Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by the Agreement.

(c) To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

(d) Report to Town any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware.

(e) Ensure that any agents or sub Business Associates to whom Business Associate provides PHI, or who have access to PHI, or who the Business Associate receives PHI from, agree to the same restrictions and conditions that apply to Business Associate with respect such PHI.

(f) Make PHI available to Town and to the individual who has a right of access as required under HIPAA within thirty (30) days of the request by Town regarding the individual.

(g) Incorporate any amendments to PHI when directed by Town.

(h) Provide an accounting of all uses or disclosures of PHI made by Business Associate as required under the HIPAA privacy rule within sixty (60) days; and

(i) Make it internal practices, books and records relating to the use and disclosure of PHI available to the Town or Secretary of the Department of Health and Human Services for purposes of determining Business Associate's and Town's compliance with IHIPAA.

3. Permitted Uses and Disclosures by Business Associates. The specific uses and disclosures of PHI that may be made by Business Associate on behalf of Town include:

(a) To perform functions, activities, or services for, or on behalf of, Town's specified in the Agreement and in compliance with the Privacy Rule;

(b) For the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate;

(c) As required by law;

(d) Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.

4. Effective Date and Termination.

(a) Not with standing any other provisions of the Agreement, Town may terminate this Agreement, in its sole discretion, if Town determines that Business Associate has violated a term or provision of this Agreement, or if Business Associate engages in conduct which would, if committed by Town, result in a violation of the HIPAA privacy rule.

(b) At the termination of this Agreement, Business Associate agrees to return or destroy all PHI received from, or created, or received by Business Associate on behalf of Town, and if return is infeasible, the protections of this agreement will extend to such PHI.

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MEMORANDUM

TO: MAYOR NORA L. BARRAZA AND BOARD OF TRUSTEES
FROM: LARRY SHANNON, COMMUNITY DEVELOPMENT COORDINATOR
SUBJECT: ACTIVITY REPORT – JANUARY, 2019
DATE: FEBRUARY 1, 2019

PZHAC BUSINESS
JANUARY 2019
[Items presented to the PZHAC]

PZHAC WORK SESSION ITEMS:

1. Submitted by Gerard Nevarez for Vivian and Emilia Herrera; a request to discuss plans for the construction of a dwelling at 2957 Calle de Guadalupe. **(Case 060825)** Zoned: Rural/Agricultural (RA)
2. Submitted by Pat and Wendy Taylor, a request to discuss plans to remove two windows and one door, relocate one of the windows, and conduct general adobe repair and restoration on a dwelling at 2167 Calle del Oeste. **(Case 060828)** Zoned: Historical Residential (HR).
3. Submitted by Albert and Dawn Stephans, a request to discuss plans to construct a work shed/storage building on a residential property at 207 Capri Arc **(Case 060833)** Zoned: Residential, Single Family (R-1)
4. Submitted by Eric and Teresa Sanchez; a request to discuss the removal of a wooden porch and metal carport, along with plans to remodel part of the rear of a dwelling at 2231 Calle de Parian. **(Cases 060834 and 060835)** Zoned: Historical Residential (HR)
5. Submitted by Michael R. Taylor; a request to discuss plans to replace a bedroom window on a dwelling at 2341 Calle de Arroyo. **(Case 060837)** Zoned: Historical Commercial (HC)

PZHAC ADMINISTRATIVE APPROVALS:

Building Permits

1. **Case 060830:** 2835 Teresita Street, submitted by Sunpro Solar for James McBride; a request for a zoning permit to allow the installation of a solar photo-voltaic system on a dwelling at this address. Zoned: Historical Residential (HR)
2. **Case 060836** - 2190 Avenida de Mesilla, submitted by Emilie Cano; a request for a zoning permit to allow the repair and replacement of worn and damaged landscape timbers and landscaping along the Calle de Medanos side of the property at this address. Zoned: Historical Commercial (HC)
3. **Case 060838** – 403 Bason Drive, submitted by Legacy Construction for Ivy Turner, Carol Turner, and Miriam W. Walker; a request for a zoning permit to reroof a dwelling at this address. Zoned: Residential, Single Family (R-1)

PZHAC DECISION ITEMS:

Building Permits

1. **Case 060776** - 2305 Calle de Colon, submitted by Gerard Nevarez; a request for a building permit to modify an approved permit to allow the construction of a wrought iron fence instead of a wood fence along Calle de Colon on a residential property at this address. Zoned: Historical Residential (HR)
2. **Case 060825** – 2957 Calle de Guadalupe, submitted by Gerard Nevarez for Vivian and Emilia Herrera; a request for a zoning permit to construct a new dwelling at this address. Zoned: Rural/Agricultural (RA) **(This case was heard during the Work Session)**
3. **Case 060828**– 2167 Calle de Oeste, submitted by Pat and Wendy Taylor; a request for a zoning permit to remove and relocate two windows and one door and conduct general adobe repair and restoration on a dwelling at the address. Zoned: Historical Residential (HR) **(This case was heard during the Work Session)**
4. **Case 060831** – 291 Capri Road, submitted by Lucas and Godfrey Roofing for John B. Anderson, a request for a zoning permit to allow a dark brown shingle roof to be replaced with a shingle roof of a different color on a dwelling at this address. Zoned: Residential, Single Family (R-1)

5. **Case 060832** – 3000 Calle del Norte, submitted by DJ Walker Construction for Preston Mitchell; a request for a zoning permit to allow a shingle roof to be replaced with a metal roof on a dwelling at this address. Zoned: Rural Farm (RF)
6. **Case 060833** – 207 Capri Arc, submitted by Albert and Dawn Stephans, a request for a zoning permit to allow the construction of a work shed/storage building at this address. Zoned: Residential, Single Family (R-1) **(This case was heard during the Work Session)**
7. **Case 060834** – 2231 Calle de Parian, submitted by Eric and Teresa Sanchez; a request for a demolition permit for the removal of a wooden porch and metal carport behind a dwelling at this address. Zoned: Historical Residential (HR) **(This case was heard during the Work Session)**
8. **Case 060835** – 2231 Calle de Parian, submitted by Eric and Teresa Sanchez; a request for a zoning permit to allow part of the rear of a dwelling at this address to be remodeled. Zoned: Historical Residential (HR) **(This case was heard during the Work Session)**
9. **Case 060837 – 2341 Calle de Arroyo**, submitted by Michael R. Taylor; a request for a zoning permit to allow the replacement of a bedroom window on a dwelling at this address. Zoned: Historical Commercial (HC) **(This case was heard during the Work Session)**

Business Permits:

1. **0762** – 1368 Snow Road, submitted by John L. Boyer for “Las Cruces Horse Boarding and Farming, LLC”; a request for a business license to allow the applicant to continue a horse boarding operation as well as the sale of hay grown on the property at his address. Zoned: Rural Farm (RF)

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.

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

Mesilla CASE #	DAC ACC'T #	APPL. DATE	ISSUEE/CONTRACTOR	VALUATION / COST	FEE	BLDG CODE	ADDRESS	DESCRIPTION OF WORK
060831	04-00808	1/8/19	John B. Anderson/Lucas & Godfrey Roofing	1,656.00	30.00	RR	291 Capri Road	Reroof a dwelling at this address
060832	04-00084	1/10/19	Mitchell Preston/DJ Walker Construction	55,535.60	94.50	RR	3000 Calle del Norte	Replace a shingle roof with a metal roof
060833	04-00726	1/11/19	Albert and Dawn Stephans/self	3235.00	16.50	ACC	207 Capri Arc	Construct a 288 square foot storage shed at this address
060834	04-00299	1/9/19	Eric and Teresa Sanchez/Sun Vista Construction	925.00	10.50	DEMO	2231 Calle de Parian	Demolish a carport and part of a porch at tis address
060835	04-00299	1/9/19	Eric and Teresa Sanchez/Sun Vista Construction	375,000.00	573.00	ALT	2231 Calle de Parian	Add an exterior wall, change windows and doors, and a gate to an exterior fence, and conduct misc. improvements to the dwelling
060836	04-00306	1/14/19	Emilie Cano/self	250.00	0.00	MI	2206 Avenida de Mesilla (New number to be assigned)	Repair landscaping along Calle de Medanos
060837	04-01272	1/15/19	Michael R. Taylor/self	400.00	9.00	MI	2341 Calle de Arroyo	Replace a window at this address
060838	04-00806	1/16/19	Ivy Turner, Carol Turner, & Vivian Walker/Legacy Construction	16690.24	36.00	RR	403 Bason Drive	Reroof a dwelling at this address
060839	04-01308	1/22/19	Robert Hamilton/self	2000.00	15.50	MI	2215 Calle de Guadalupe	Relocate water heater, install a washer and dryer
060840	04-01056	1/25/19	Jeff Pfeifer/Windowworld	3400.00	16.50	MI	3044 Estrada Road	Replace six windows on a dwelling at this address
060841	04-00354	1/17/19	Burt McClure/self	114.31	60.00	MI	2551 Calle Principal	Patch and repaint window trim, build a small shed, install a fence
060842	04-00354	1/17/19	Burt McClure/self	491.71	90.00	MI	2551 Calle Principal	Repair plaster on a dwelling and repaint dwelling
060843	04-01181	1/24/19	Anna Biad	10,000.00	25.50	ALT	1750 Calle de Mercado	Construction of a rock wall and minor modifications to buildings at this address
060844	04-01181	1/24/19	Anna Biad for "Blue Door Venue"	250.00	50.00	SIGN	1750 Calle de Mercado	Install a sign on a building at this address
060845	04-01181	1/24/19	Anna Biad for "Acton Academy"	250.00	50.00	SIGN	1750 Calle de Mercado	Install a sign on a building at this address

Community Projects Report

Project	Description
Current Contact information	Irene E. Parra Email: irenep@mesillanm.gov Work: 575-524-3262 Cell:575-571-3890
For the Love of Art	A call for artists for the upcoming <i>For the Love of Art</i> Show has gone out. The event will take place in the plaza, weather permitting, on Saturday February 9 th at 2pm. The Town of Mesilla will be featured in the 2019 <i>For the Love of Art</i> Event Guide. The Artforms Artist Association is the organization responsible for the printing and distribution of the event guide. The hope is to market to a larger audience and draw more attendees to our art show here in Mesilla.
Cupid's Chase 5k	Community Options will be hosting their annual 5k run. The event is scheduled for Saturday February 9 th at 6am. I am assisting with advertising on our website and Facebook page. I met with the group to ensure that they will be meeting all necessary logistical requirements for the race (i.e. volunteers, security, etc.)
Race for CARE 5k	CARE will be hosting their annual 5k race in Mesilla. The event is scheduled for Saturday February 2nd at 9am. I am assisting with advertising on our website and Facebook page. I met with the group to ensure that they will be meeting all necessary logistical requirements for the race (i.e. volunteers, security, etc.)
Senior Olympics Torch Run	The New Mexico Senior Olympics will host a torch run in the plaza on Sat. Feb. 16 th . Runners will take turns carrying the torch around the plaza, to commemorate the National Senior Olympics Games, which will take place this summer in Albuquerque. Other activities will be taking place from 2pm to 4pm.
Cinco de Mayo	I have begun to send out letters to vendors for this year's fiesta. 2019 Cinco de Mayo fiesta will be held on the 4th and 5th of May.

Cynthia Stoechner-Hernandez

From: Town of Mesilla <irenep@mesillanm.gov>
Sent: Thursday, January 24, 2019 4:45 PM
To: Nora L. Barraza; Cynthia Stoechner-Hernandez
Subject: Visitor Guidebook Data

Visitor Guidebook Data

(2,480 Guests)

Visiting from (Location):

49 out of 50 states (Hawaii not yet represented):

(Top 10 states)

1. New Mexico
2. Texas
3. Arizona
4. California
5. Nevada
6. Colorado
7. Florida
8. Pennsylvania
9. Georgia
10. Oregon/Washington

(Top 5 Countries)

1. Mexico
2. Canada
3. England
4. Spain
5. Japan

Also including:

France
Australia
Netherlands
Germany
Holland
Italy
Ireland
Finland
Austria
Belize
Belgium
Puerto Rico
Ecuador
Switzerland
Taiwan
Wales
Okinawa
Scotland

Ukraine

How did you hear about us:

Top (10)

1. Signage (Billboards)
2. Visitors Guide
3. Internet (Website, Facebook, state tourism page)
4. Family/Friends
5. Ft. Bliss
6. RV Parks
7. Hotel Information
8. Tour Groups
9. Las Cruces Visitors Bureau
10. El Paso Visitors Center

Other sources including:

Deming Visitors Center

KRWG

TV Commercial

Sun News

NM Travel Guide

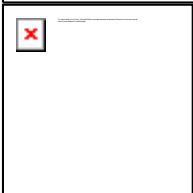
NM Magazine

National Park Travelers Guide

National Geographic Small Towns

San Albino Basilica

Irene E. Parra
Special Events Coordinator
2231 Avenida de Mesilla
Mesilla, NM 88046
(575)524-3262 ext. 116
(575)571-3890 - cell





MEMORANDUM

To: Mayor and Trustees

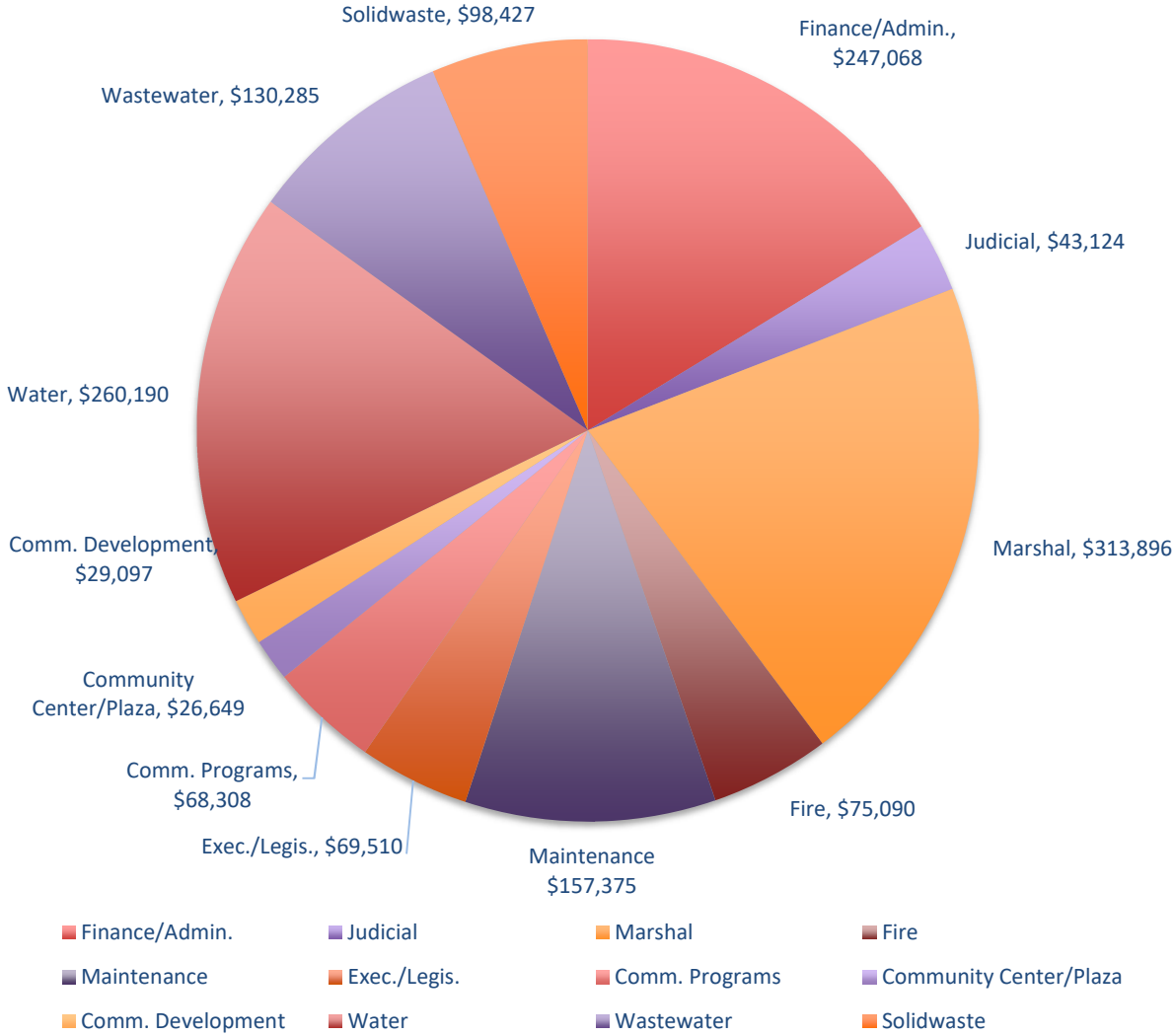
From: Cynthia Stoechner-Hernandez
Town Clerk-Treasurer *CSH*

RE: Monthly Finance Report

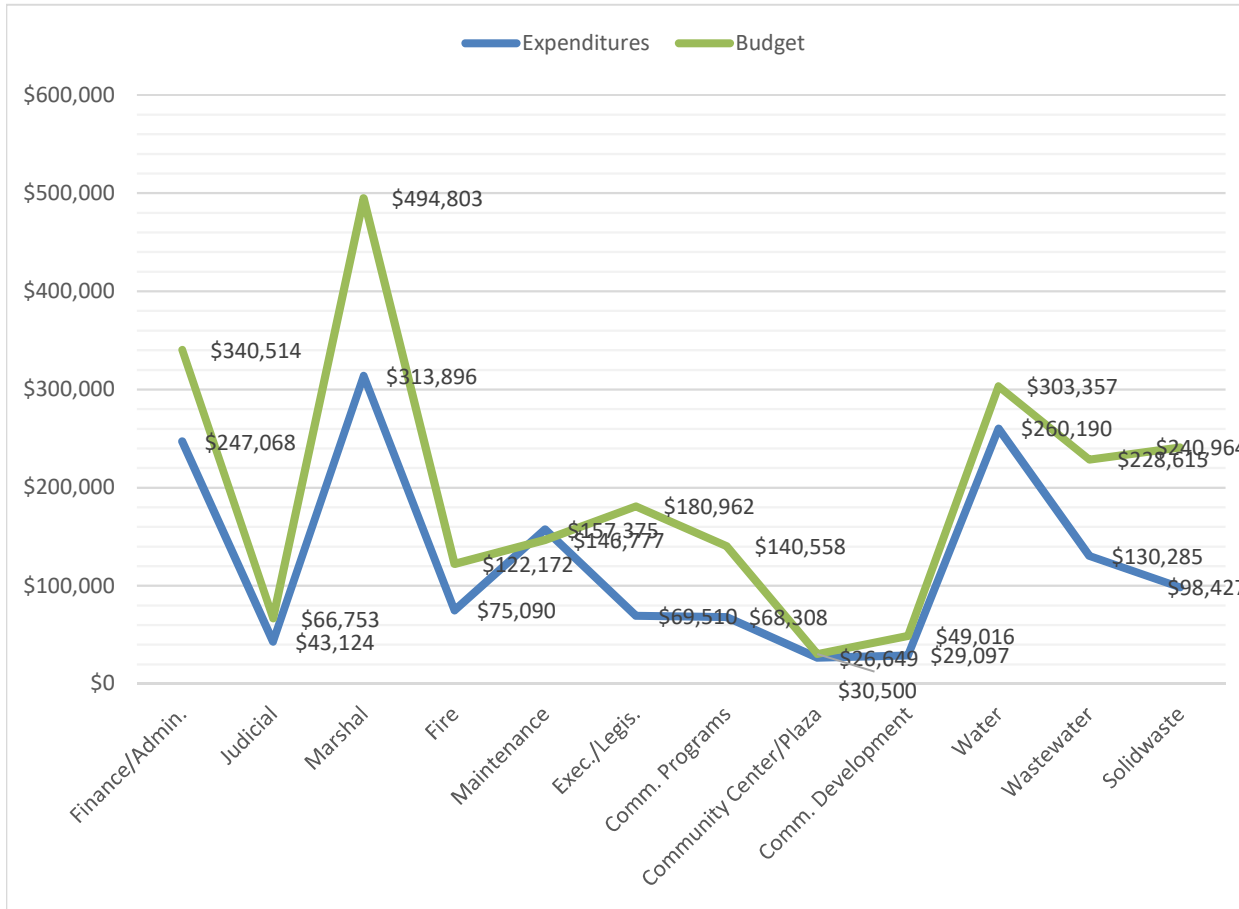
Listed below is a review of department and fund expenditures for: JANUARY
General Fund should be at: 58.33% spending

YTD EXPENDITURES	%Exp.	\$ Money YTD	Mo.%	YTD % over/under	Approved Budget
Finance/Admin.	72.56%	\$247,068	100.00%	-27.44%	\$ 340,514
Judicial	64.60%	\$43,124	100.00%	-35.40%	\$ 66,753
Marshal	63.44%	\$313,896	100.00%	-36.56%	\$ 494,803
Fire	61.46%	\$75,090	100.00%	-38.54%	\$ 122,172
Maintenance	107.22%	\$157,375	100.00%	7.22%	\$ 146,777
Exec./Legis.	38.41%	\$69,510	100.00%	-61.59%	\$ 180,962
Comm. Programs	48.60%	\$68,308	100.00%	-51.40%	\$ 140,558
Community Center/Plaza	87.37%	\$26,649	100.00%	-12.63%	\$ 30,500
Comm. Development	59.36%	\$29,097	100.00%	-40.64%	\$ 49,016
General Fund	65.53%	\$1,030,117	100.00%	-34.47%	\$ 1,572,055
Water	85.77%	\$260,190	100.00%	-14.23%	\$ 303,357
Wastewater	56.99%	\$130,285	100.00%	-43.01%	\$ 228,615
Solidwaste	40.85%	\$98,427	100.00%	-59.15%	\$ 240,964
Enterprise Fund	59.12%	\$488,902	100.00%	-40.88%	\$ 826,936

EXPENDITURES



EXPENDITURES VS BUDGET

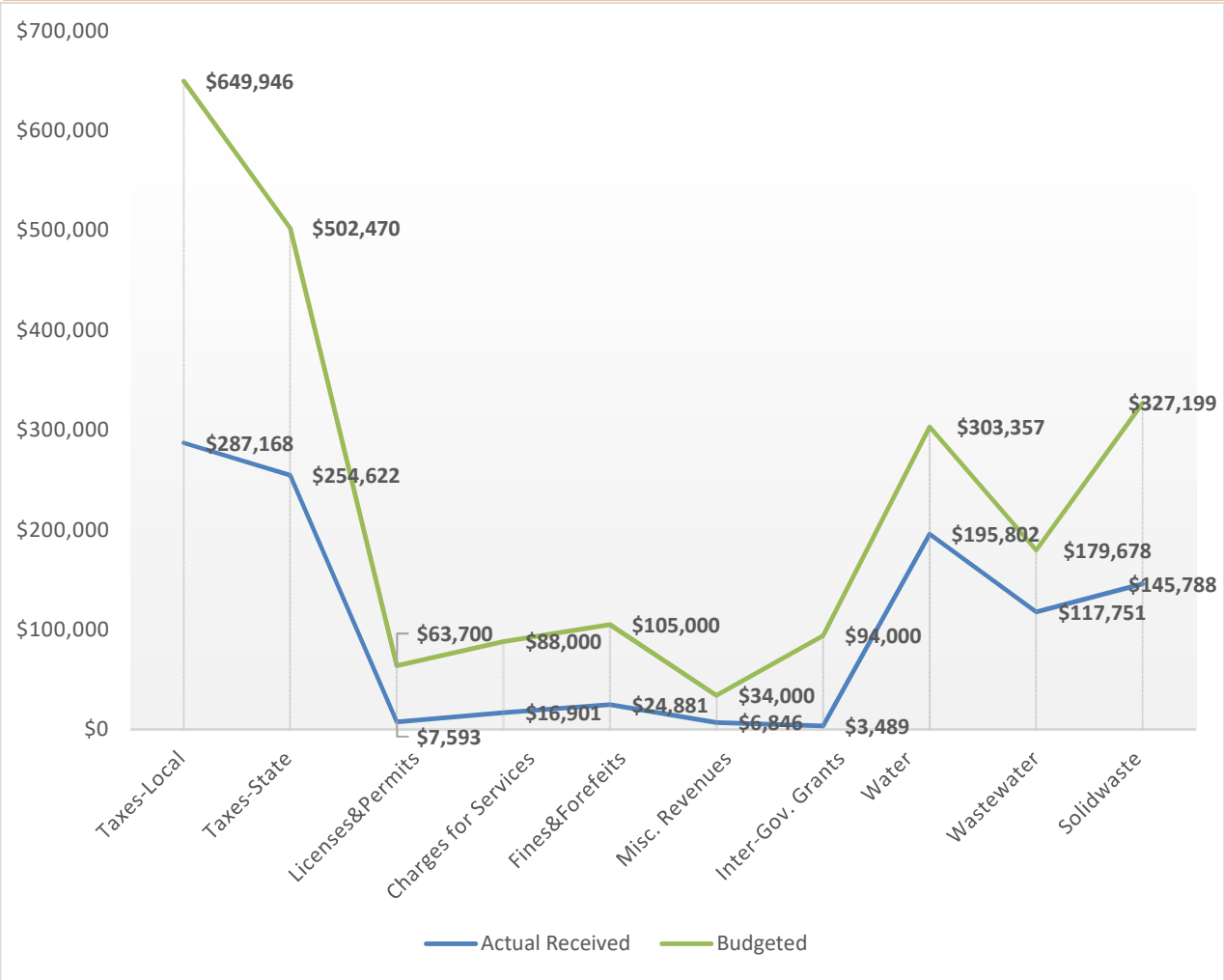


Please request the INCODE report for detail revenues and expenses by fund.

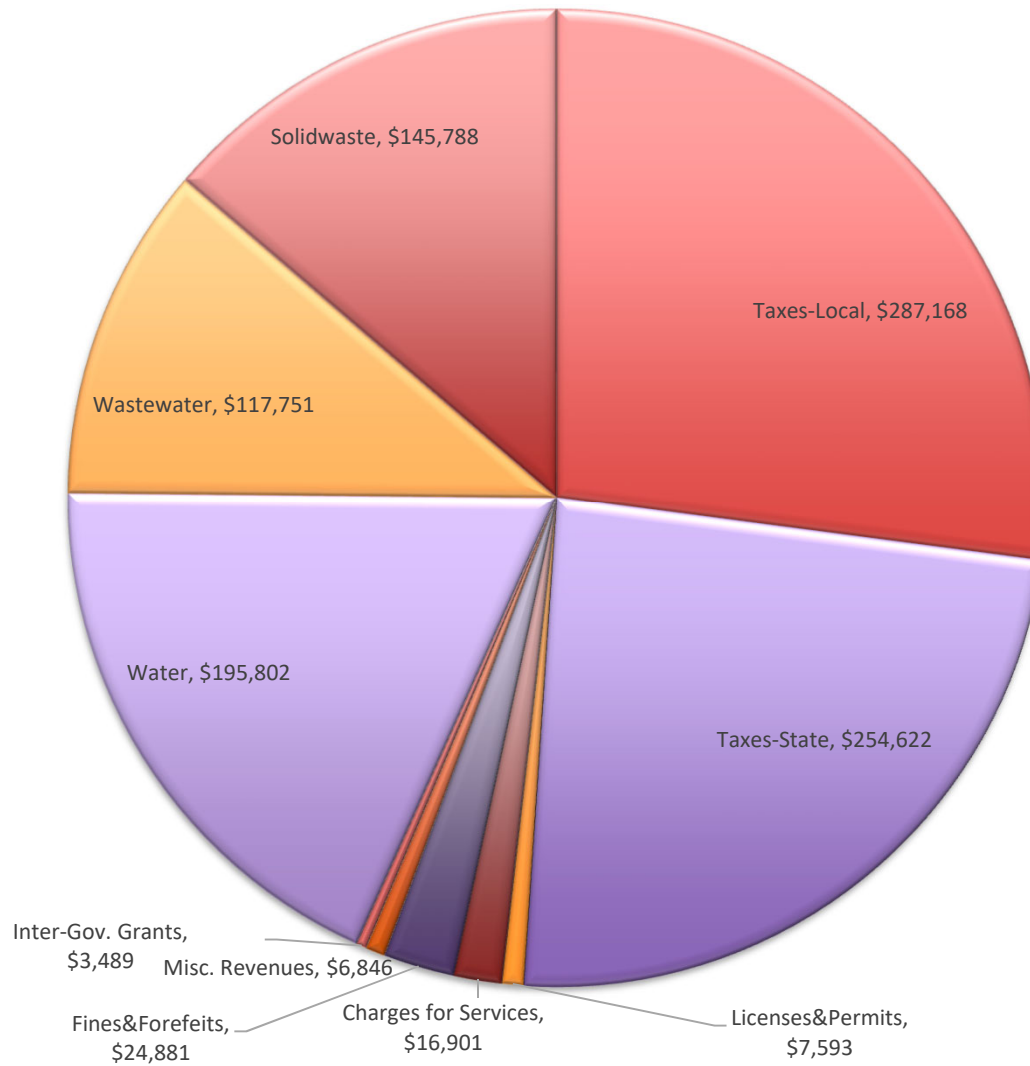
REVENUE

YTD REVENUES	% Rec.	YTD Money \$	% Est.	YTD % over/under	AMOUNT BUDGETED
Taxes-Local	44.18%	\$287,168	100.00%	-55.82%	\$649,946
Taxes-State	50.67%	\$254,622	100.00%	-49.33%	\$502,470
Licenses&Permits	11.92%	\$7,593	100.00%	-88.08%	\$63,700
Charges for Service	19.21%	\$16,901	100.00%	-80.79%	\$88,000
Fines&Forefeits	23.70%	\$24,881	100.00%	-76.30%	\$105,000
Misc. Revenues	20.14%	\$6,846	100.00%	-79.87%	\$34,000
Inter-Gov. Grants	3.71%	\$3,489	100.00%	-96.29%	\$94,000
General Fund	39.13%	\$601,500	100.00%	-60.87%	\$1,537,116
Water	64.54%	\$195,802	100.00%	-35.46%	\$ 303,357
Wastewater	65.53%	\$117,751	100.00%	-34.47%	\$ 179,678
Solidwaste	44.56%	\$145,788	100.00%	-55.44%	\$ 327,199
Enterprise Fund	56.69%	\$459,340	100.00%	-43.31%	\$810,234

REVENUE vs BUDGET

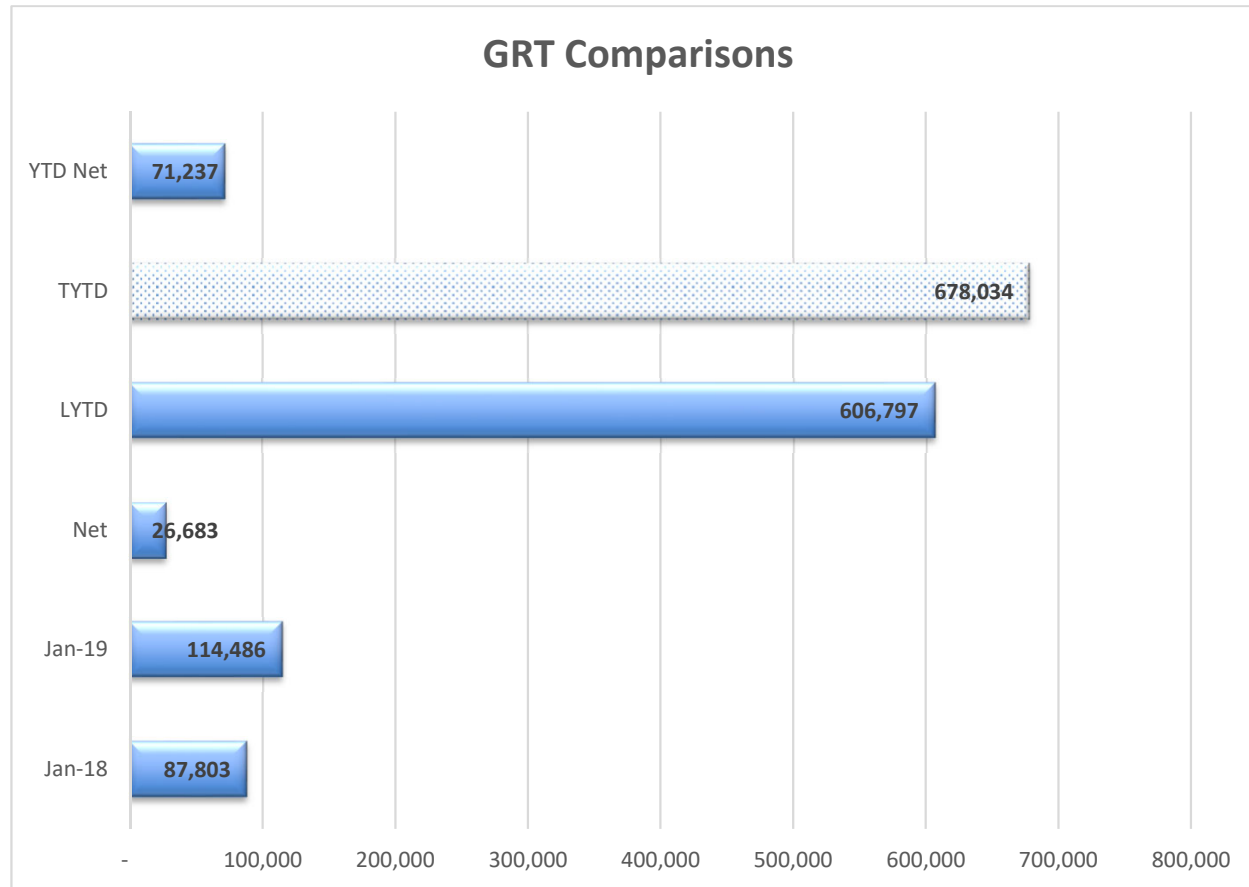


YTD REVENUES



GRT COMPARISONS

Jan-18	Jan-19	Net	LYTD	TYTD	YTD Net
87,803	114,486	26,683	606,797	678,034	71,237



Business GRT in NOVEMBER 2018

Percentage by month	30.4%	Percentage over last FYTD	12%
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**TOWN OF MESILLA FIRE DEPARTMENT
MONTHLY BOT REPORT**



DATE: January, 2019

MAJOR ADDITIONS TO INVENTORY None

MAINTENANCE OF EQUIPMENT Repairs to Brush 31 body work completed, one SCBA returned after repair of gauge malfunction. Hand tools cleaned, sharpened and oiled in preparation for wildland fire season. Heater valve in Squad 32 replaced.

COMMENTS 17 department personnel completed a two day emergency vehicle training course which included a 7 station driving course in which personnel had to complete in both small and large apparatus. The course was instructed by our own Capt Eric Palma and FF Burt Manriquez and is certified by VFIS, one of our insurance carriers. Capt Palma along with Engineer John Chavez were accepted to the Las Cruces Fire Department 33rd Academy. We wish them the best. The department is beginning the process to bring on a new class of volunteers in February. Additionally the Explorer program is recruiting with 7 new recruits on board.
The department has also completed grant applications for the EMS Fund Act and as a transport rescue operation. We are awaiting inspections and approval by the EMS Bureau.

SUBMITTED BY Fire Chief Kevin Hoban _____

Mesilla Fire Department

Mesilla, NM

This report was generated on 2/6/2019 9:43:20 AM



Count of Classes by Personnel by Class Category

Passed/Failed: Both Passed and Failed | Personnel: All Personnel | Start Date: 01/01/2019 | End Date: 01/31/2019

Alberg, Kevin C

Class Category	Class Count	Total Class Hours
EMS	1	6:00
Total for Alberg, Kevin C	1	6:00

Caro, Ariel M

Class Category	Class Count	Total Class Hours
EMS	1	2:00
I.S.O. Company Training	2	6:00
I.S.O. Fire Prevention	1	5:00
I.S.O. New Driver and Operator Training	2	20:00
Total for Caro, Ariel M	6	33:00

Chavez, John Eric

Class Category	Class Count	Total Class Hours
EMS	1	2:00
I.S.O. Company Training	3	9:00
I.S.O. New Driver and Operator Training	3	22:00
Total for Chavez, John Eric	7	33:00

Davis-Whited, Crystal

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	1	3:00
I.S.O. New Driver and Operator Training	2	20:00
Total for Davis-Whited, Crystal	3	23:00

Embury, Andy G.

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	2	6:00
I.S.O. New Driver and Operator Training	1	16:00
Total for Embury, Andy G.	3	22:00

Floyd, Jason E

Class Category	Class Count	Total Class Hours
EMS	1	2:00
Total for Floyd, Jason E	1	2:00

Gomez, Sonny

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	1	3:00
I.S.O. New Driver and Operator Training	1	4:00
Total for Gomez, Sonny	2	7:00

Guzman, Phillip

This report lists a count of Classes completed by each Person, for each Class Category. Optionally filtered by Personnel and Passage or Failure. Time shown in Hours and Minutes

If "All Personnel" is selected, this report also includes non-agency Personnel.

Class Category	Class Count	Total Class Hours
EMS	1	2:00
I.S.O. Company Training	2	7:00
I.S.O. New Driver and Operator Training	2	20:00
Total for Guzman, Phillip	5	29:00

Hoban, Kevin M

Class Category	Class Count	Total Class Hours
EMS	1	6:00
I.S.O. New Driver and Operator Training	1	16:00
Total for Hoban, Kevin M	2	22:00

Lucero, Lorraine

Class Category	Class Count	Total Class Hours
EMS	1	2:00
I.S.O. Company Training	2	6:00
I.S.O. New Driver and Operator Training	1	16:00
Total for Lucero, Lorraine	4	24:00

Manriquez, Humberto

Class Category	Class Count	Total Class Hours
EMS	1	1:00
I.S.O. Company Training	4	12:00
I.S.O. New Driver and Operator Training	2	20:00
Total for Manriquez, Humberto	7	33:00

Martinez Jr. , Anthony R

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	2	6:00
I.S.O. New Driver and Operator Training	3	22:00
Total for Martinez Jr. , Anthony R	5	28:00

Martinez, Mateo

Class Category	Class Count	Total Class Hours
EMS	1	1:00
I.S.O. Company Training	2	7:00
I.S.O. Fire Prevention	1	4:30
I.S.O. New Driver and Operator Training	1	4:00
Total for Martinez, Mateo	5	16:30

Montoya, Thomas M

Class Category	Class Count	Total Class Hours
EMS	1	2:00
I.S.O. Company Training	3	9:00
I.S.O. New Driver and Operator Training	3	22:00
Total for Montoya, Thomas M	7	33:00

Navarro, Nicolas A

Class Category	Class Count	Total Class Hours
EMS	1	2:00
I.S.O. Company Training	2	6:00

This report lists a count of Classes completed by each Person, for each Class Category. Optionally filtered by Personnel and Passage or Failure. Time shown in Hours and Minutes

If "All Personnel" is selected, this report also includes non-agency Personnel.

I.S.O. New Driver and Operator Training	2	20:00
Total for Navarro, Nicolas A	5	28:00

Oblack, Austin E

Class Category	Class Count	Total Class Hours
EMS	1	1:00
Total for Oblack, Austin E	1	1:00

Palma, Eric G

Class Category	Class Count	Total Class Hours
EMS	1	2:00
I.S.O. Company Training	1	3:00
I.S.O. New Driver and Operator Training	1	16:00
Total for Palma, Eric G	3	21:00

Roberson, Cavin C

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	1	3:00
I.S.O. New Driver and Operator Training	2	20:00
Total for Roberson, Cavin C	3	23:00

Shay, Alex C

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	1	3:00
I.S.O. New Driver and Operator Training	1	16:00
Total for Shay, Alex C	2	19:00

Shepan, Lance A.

Class Category	Class Count	Total Class Hours
EMS	1	6:00
Total for Shepan, Lance A.	1	6:00

Thunhorst, Dylan P

Class Category	Class Count	Total Class Hours
EMS	1	2:00
I.S.O. Company Training	4	12:00
I.S.O. New Driver and Operator Training	1	16:00
Total for Thunhorst, Dylan P	6	30:00

Torres, Joseph J

Class Category	Class Count	Total Class Hours
EMS	1	1:00
I.S.O. Fire Prevention	1	5:00
I.S.O. New Driver and Operator Training	2	20:00
Total for Torres, Joseph J	4	26:00

Villazon, Lillian M

Class Category	Class Count	Total Class Hours
EMS	1	2:00
I.S.O. Company Training	3	9:00
I.S.O. Fire Prevention	1	4:30

This report lists a count of Classes completed by each Person, for each Class Category. Optionally filtered by Personnel and Passage or Failure. Time shown in Hours and Minutes

If "All Personnel" is selected, this report also includes non-agency Personnel.

Total for Villazon, Lillian M	5	15:30
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Whited, Gregory E

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	1	3:00
I.S.O. Fire Prevention	1	5:00
I.S.O. New Driver and Operator Training	2	20:00
Total for Whited, Gregory E	4	28:00

Willmann, Keenan

Class Category	Class Count	Total Class Hours
I.S.O. Company Training	1	3:00
Total for Willmann, Keenan	1	3:00

Zecha, Chad

Class Category	Class Count	Total Class Hours
EMS	1	2:00
I.S.O. Company Training	1	3:00
Total for Zecha, Chad	2	5:00

This report lists a count of Classes completed by each Person, for each Class Category. Optionally filtered by Personnel and Passage or Failure. Time shown in Hours and Minutes

If "All Personnel" is selected, this report also includes non-agency Personnel.

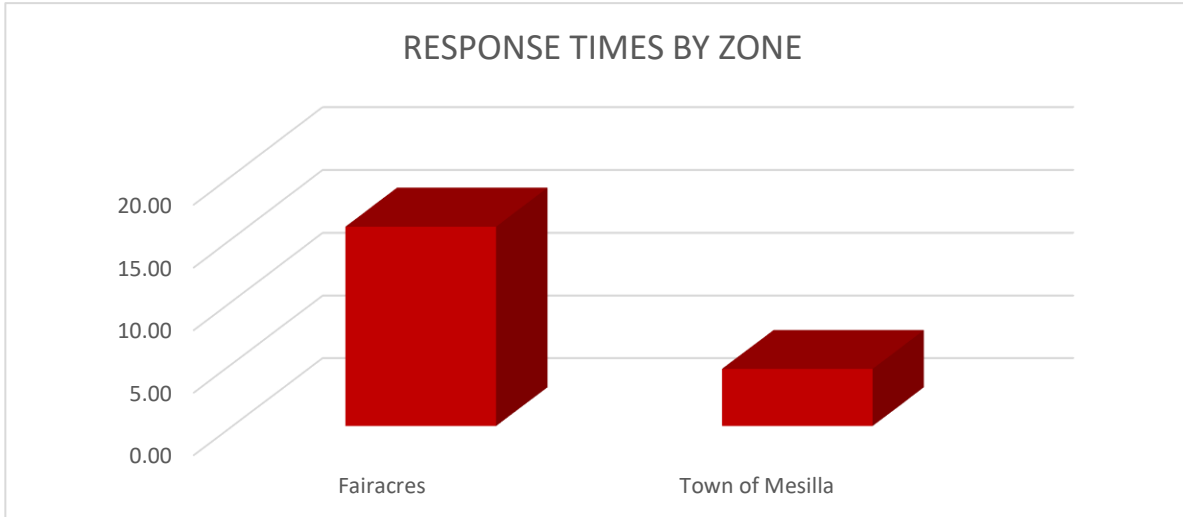
Mesilla Fire Department

Mesilla, NM

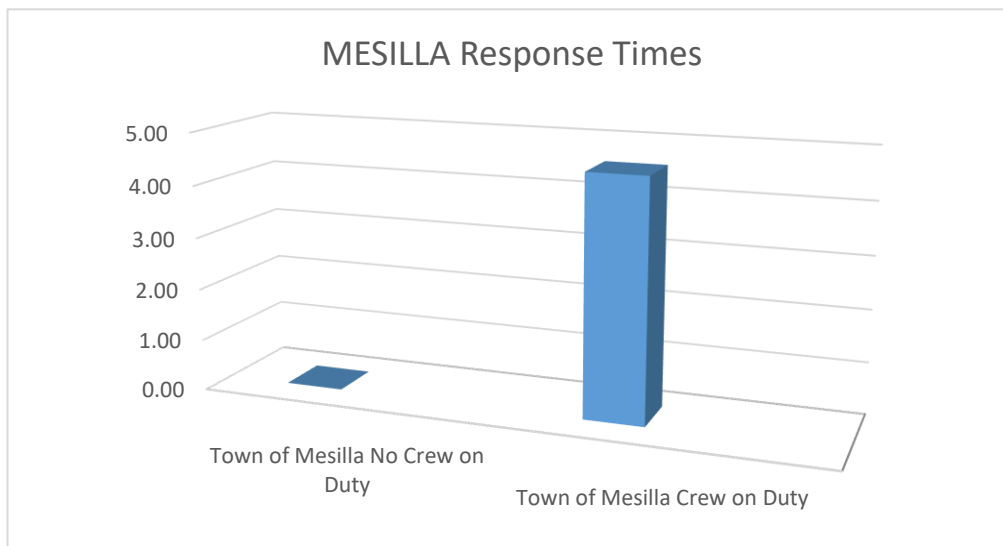
This report was generated on 02/04/2019



Response Mode: Lights and Sirens | Start Date: 01/01/2019 | End Date:01/31/2019



Zone	AVERAGE RESPONSE TIME (in minutes)
Fairacres	15.92
Town of Mesilla	4.57
Town of Mesilla No Crew on Duty	No Emergency Calls with no crew on duty
Town of Mesilla Crew on Duty	4.57



Only REVIEWED incidents included. Response Time is Dispatched to Arrived.

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Only REVIEWED incidents included. Response Time is Dispatched to Arrived.



Only REVIEWED incidents included. Response Time is Dispatched to Arrived.

Mesilla Fire Department

Mesilla, NM

This report was generated on 2/6/2019 11:24:20 AM



Incident Statistics

Start Date: 01/01/2019 | End Date: 01/31/2019

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		21	
FIRE		9	
TOTAL		30	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
Bat31	0	0	9
Br31	0	0	2
E31	0	0	5
SQ32	0	0	2
TOTAL	0	0	18
PRE-INCIDENT VALUE		LOSSES	
\$0.00		\$0.00	
CO CHECKS			
TOTAL			
MUTUAL AID			
Aid Type		Total	
Aid Given		2	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
0		NaN	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Mesilla Fire Main Station 31	0:05:21	0:04:47	
AVERAGE FOR ALL CALLS		0:05:19	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Mesilla Fire Main Station 31	0:01:14	0:00:03	
AVERAGE FOR ALL CALLS		0:01:09	
AGENCY	AVERAGE TIME ON SCENE (MM:SS)		
Mesilla Fire Department	24:33		

Only Reviewed Incidents included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = # of PCR with disposition "Treated, Transported by EMS". # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate.

Mesilla Fire Department

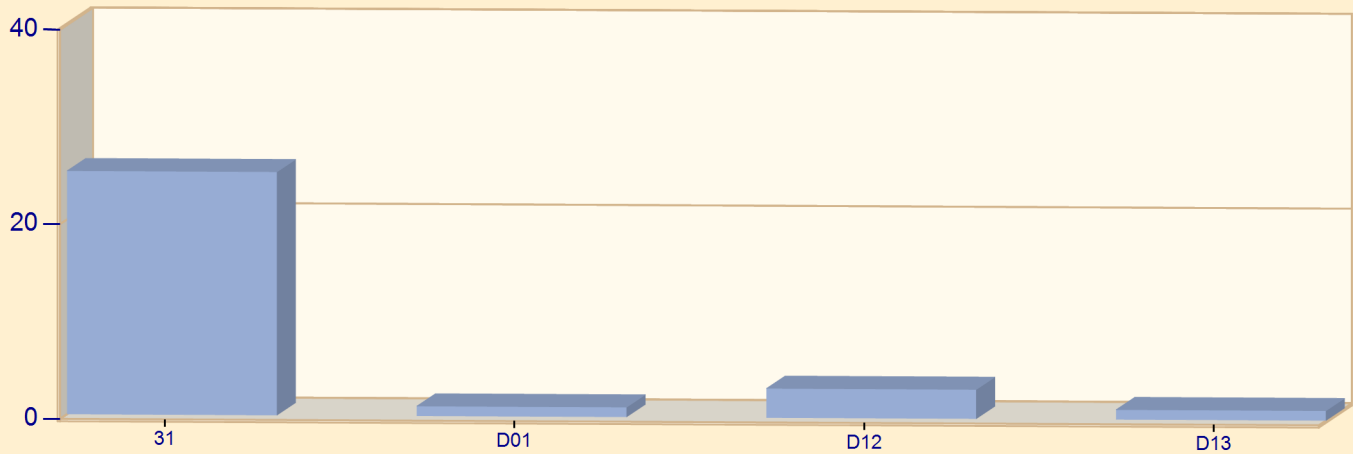
Mesilla, NM

This report was generated on 2/6/2019 9:28:40 AM



Incident Type Count per Zone for Date Range

Start Date: 01/01/2019 | End Date: 01/31/2019



ZONES	INCIDENT TYPE	COUNT
31 - Town of Mesilla		
	321 - EMS call, excluding vehicle accident with injury	15
	322 - Motor vehicle accident with injuries	1
	324 - Motor vehicle accident with no injuries.	2
	461 - Building or structure weakened or collapsed	1
	511 - Lock-out	1
	552 - Police matter	1
	554 - Assist invalid	1
	611 - Dispatched & cancelled en route	2
	631 - Authorized controlled burning	1
	<i>Total Incidents for 31 - Town of Mesilla:</i>	25
D01 - Dona Ana		
	611 - Dispatched & cancelled en route	1
	<i>Total Incidents for D01 - Dona Ana:</i>	1
D12 - Fairacres		
	311 - Medical assist, assist EMS crew	2
	321 - EMS call, excluding vehicle accident with injury	1
	<i>Total Incidents for D12 - Fairacres:</i>	3
D13 - South Valley		

Zone information is defined on the Basic Info 3 screen of an incident.
Only REVIEWED incidents included.

ZONES	INCIDENT TYPE	COUNT
	611 - Dispatched & cancelled en route	1
	<i>Total Incidents for D13 - South Valley:</i>	1
Total Count for all Zone:		30

Zone information is defined on the Basic Info 3 screen of an incident.
Only REVIEWED incidents included.

Mesilla Fire Department

Mesilla, NM

This report was generated on 2/6/2019 9:44:53 AM



Occupancies Inspected for Date Range

Start Date: 01/01/2019 | End Date: 01/31/2019

OCCUPANCY	ID	ADDRESS	ZONE	LAST INSPECTION
1st National Bank	001	1553 Avenida De Mesilla		01/17/2019
Edward Jones	85	1740 Calle de Mercado #f		01/24/2019
Healing Earth Mother Products		2488 CALLE DE GUADELUPE		01/17/2019
Home Instead	141	2470 Calle de Guadalupe #C		01/17/2019
Indigo yoga		2489 Calle de principal		01/28/2019
Las Cruces bulletin		1740 Calle de Mercado #A		01/24/2019
Leavitt Group Southwest Inc	0081	1740 Mercado #E		01/24/2019
Paisano Cafe	0080	1740 Calle De Mercado #C		01/17/2019

of Occupancies Inspected: 8

% Occupancies Inspected: 3.90

Included occupancies are those that have a LOCKED inspection on record for the date range provided.

Mesilla Fire Department

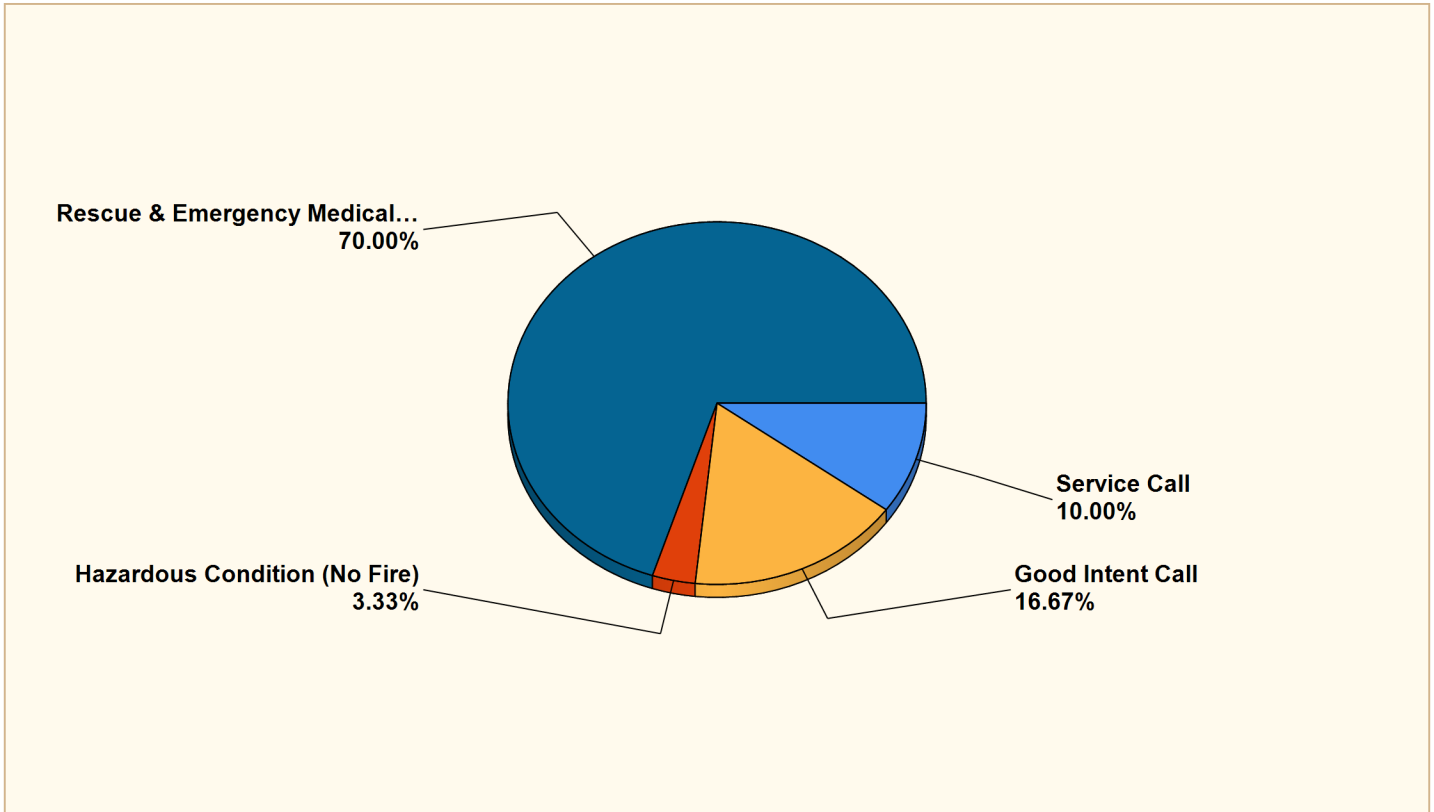
Mesilla, NM

This report was generated on 2/6/2019 9:27:22 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2019 | End Date: 01/31/2019



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Rescue & Emergency Medical Service	21	70.00%
Hazardous Condition (No Fire)	1	3.33%
Service Call	3	10.00%
Good Intent Call	5	16.67%
TOTAL	30	100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
311 - Medical assist, assist EMS crew	2	6.67%
321 - EMS call, excluding vehicle accident with injury	16	53.33%
322 - Motor vehicle accident with injuries	1	3.33%
324 - Motor vehicle accident with no injuries.	2	6.67%
461 - Building or structure weakened or collapsed	1	3.33%
511 - Lock-out	1	3.33%
552 - Police matter	1	3.33%
554 - Assist invalid	1	3.33%
611 - Dispatched & cancelled en route	4	13.33%
631 - Authorized controlled burning	1	3.33%
TOTAL INCIDENTS:	30	100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

Mesilla Fire Department

Mesilla, NM

This report was generated on 2/6/2019 11:25:52 AM



Incident Detail for Aid Given and Received for Incident Type Range for Date Range

Incident Type Range: 100 - 911 | StartDate: 01/01/2019 | EndDate: 01/31/2019

INCIDENT DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT
AID TYPE: Mutual aid given				
01/12/2019	2019-00012	171 VILLA CHIQUITA	311 - Medical assist, assist EMS crew	31 - Mesilla Fire Main Station 31
01/28/2019	2019-00028	7080 CAMINO NUEVO MEJICO	321 - EMS call, excluding vehicle accident with injury	31 - Mesilla Fire Main Station 31

Percentage of Total Incidents:

6.67%

Displays all incidents with aid given or received, and excludes incidents with neither. Percentages calculated from total number of incidents for parameters provided. Only REVIEWED incidents included.

Mesilla Fire Department

Mesilla, NM

This report was generated on 2/6/2019 9:24:01 AM



Response Activity Report

Start Date: 01/01/2019 | End Date: 01/31/2019

INCIDENT #	DATE	ALARM TIME	ARRIVE TIME	RESPONSE TIME	ADDRESS
311 - Medical assist, assist EMS crew					
2019-0000012	2019/01/12	10:22:23	11:06:09	00:43:46	171 VILLA CHIQUITA
2019-0000031	2019/01/30	19:48:42	20:36:44	00:48:02	1220 TITANIA CT
Subtotal Count: 2		Average Response Time for Incident Type: 00:45:54			
321 - EMS call, excluding vehicle accident with injury					
2019-0000002	2019/01/06	20:49:59	20:57:25	00:07:26	3076 LOS ARENALES ST
2019-0000006	2019/01/13	15:08:48	15:21:46	00:12:58	2410 CALLE DE SAN ALBINO
2019-0000007	2019/01/18	23:17:22	23:23:42	00:06:20	2425 CALLE DE SANTIAGO
2019-0000008	2019/01/20	00:25:10	00:34:08	00:08:58	2592 CALLE DE CURA
2019-0000010	2019/01/08	20:45:15	20:59:42	00:14:27	1983 CALLE DEL NORTE
2019-0000014	2019/01/14	18:17:22	18:20:39	00:03:17	1717 W BOUTZ RD
2019-0000015	2019/01/18	15:13:16	15:19:12	00:05:56	2470 CALLE DE PRINCIPAL
2019-0000016	2019/01/18	11:15:23	11:27:56	00:12:33	2652 CALLE DE COLON
2019-0000017	2019/01/18	12:57:56	13:04:33	00:06:37	2888 Calle Tercera
2019-0000021	2019/01/21	15:59:35	16:04:31	00:04:56	2839 CALLE DEL SUR
2019-0000022	2019/01/20	05:03:37	05:11:15	00:07:38	2714 CALLE CUARTA
2019-0000025	2019/01/26	10:15:16	10:15:16	00:00:00	2860 Calle Quinta
2019-0000026	2019/01/25	10:37:24	10:52:50	00:15:26	2967 MCDOWELL RD
2019-0000027	2019/01/28	12:41:41	12:48:08	00:06:27	1950 CALLE DEL NORTE
2019-0000028	2019/01/28	04:21:46	05:02:32	00:40:46	7080 CAMINO NUEVO MEJICO
2019-0000030	2019/01/29	15:32:17	15:32:17	00:00:00	2570 CALLE DE SANTIAGO
Subtotal Count: 16		Average Response Time for Incident Type: 00:10:45			
322 - Motor vehicle accident with injuries					
2019-0000005	2019/01/11	22:26:20	22:33:34	00:07:14	2920 AVENIDA DE MESILLA
Subtotal Count: 1		Average Response Time for Incident Type: 00:07:14			
324 - Motor vehicle accident with no injuries.					
2019-0000004	2019/01/08	07:26:13	07:33:54	00:07:41	AVENIDA DE MESILLA
2019-0000024	2019/01/25	09:17:34	09:26:17	00:08:43	1700 W BOUTZ RD
Subtotal Count: 2		Average Response Time for Incident Type: 00:08:12			
461 - Building or structure weakened or collapsed					
2019-0000020	2019/01/21	15:05:15	15:06:16	00:01:01	2190 AVENIDA DE MESILLA
Subtotal Count: 1		Average Response Time for Incident Type: 00:01:01			
511 - Lock-out					
2019-0000009	2019/01/20	01:54:06	01:56:54	00:02:48	2171 CALLE DE PARIAN
Subtotal Count: 1		Average Response Time for Incident Type: 00:02:48			
552 - Police matter					
2019-0000011	2019/01/12	09:40:19	09:50:51	00:10:32	490 W UNIVERSITY AVE
Subtotal Count: 1		Average Response Time for Incident Type: 00:10:32			

Calls by Incident Type. Does not include calls where there was no response.

554 - Assist invalid					
2019-0000018	2019/01/18	20:01:43	20:52:46	00:51:03	1600 VIA RUBI
Subtotal Count: 1		Average Response Time for Incident Type: 00:51:03			
631 - Authorized controlled burning					
2019-0000003	2019/01/07	17:27:52	17:38:16	00:10:24	5000 CALLE DEL NORTE
Subtotal Count: 1		Average Response Time for Incident Type: 00:10:24			
Grand Total: 26		Average Response Time for All Incident Types:			00:13:59

Calls by Incident Type. Does not include calls where there was no response.

Mesilla Fire Department

Mesilla, NM

This report was generated on 2/6/2019 9:30:03 AM



Events per Event Type for Date Range (Landscape)

Start Date: 01/01/2019 | End Date: 01/31/2019

EVENT TYPE	DATE	EVENT NAME	CATEGORY	LOCATION	HOURS	PARTICIPANTS
12 Hour Night Shift						
	01/01/2019	C shift	Shifts	House 31	12	Ariel Caro, Austin Oblack, Eric Palma, Morgan Smith
	01/02/2019	A Shift	Shifts	The 31 House	16	John Chavez, Aaron Cruz, Humberto Manriquez, Thomas Montoya, Dylan Thunhorst, Lillian Villazon
	01/04/2019	C shift	Shifts	House 31	14	Ariel Caro, Mateo Martinez, Eric Palma, Joseph Torres
	01/05/2019	A Shift	Shifts	Fire House 31	16	John Chavez, Anthony Martinez Jr. , Thomas Montoya, Dylan Thunhorst, Lillian Villazon
	01/06/2019	B-Shift	Shifts	Station 31	12	Phillip Guzman, Nicolas Navarro, Cavin Roberson
	01/07/2019	C-shift	Shifts	Station 31	12	Humberto Manriquez, Mateo Martinez, Austin Oblack, Joseph Torres
	01/08/2019	A Shift	Shifts	Fire House 31	16	John Chavez, Humberto Manriquez, Mateo Martinez, Anthony Martinez Jr. , Thomas Montoya, Dylan Thunhorst, Lillian Villazon
	01/09/2019	B-Shift	Shifts	Station 31	12	Sonny Gomez, Phillip Guzman, Lorraine Lucero, Humberto Manriquez, Cavin Roberson

Only LOCKED events included.

EVENT TYPE	DATE	EVENT NAME	CATEGORY	LOCATION	HOURS	PARTICIPANTS
	01/10/2019	C-Shift	Shifts	House 31	12	Ariel Caro, Phillip Guzman, Mateo Martinez, Joseph Torres
	01/11/2019	A Shift	Shifts	Station 31	16	John Chavez, Humberto Manriquez, Anthony Martinez Jr. , Thomas Montoya, Eric Palma, Lillian Villazon
	01/12/2019	B-Shift	Shifts	Station 31	12	Sonny Gomez, Phillip Guzman
	01/13/2019	C-Shift	Shifts	House 31	12	Ariel Caro, John Chavez, Mateo Martinez, Austin Oblack, Dylan Thunhorst
	01/15/2019	B-Shift	Shifts	Stationn 31	12	Sonny Gomez, Phillip Guzman, Lorraine Lucero, Cavin Roberson
	01/16/2019	C shift	Shifts	House 31	12	Ariel Caro, Alex Shay, Joseph Torres
	01/17/2019	A Shift	Shifts	Fire Station 31	19	John Chavez, Humberto Manriquez, Anthony Martinez Jr. , Thomas Montoya, Dylan Thunhorst, Lillian Villazon
	01/18/2019	B-Shift	Shifts	Station 31	12	Sonny Gomez, Phillip Guzman, Cavin Roberson
	01/21/2019	B-Shift	Shifts	Station 31	12	Sonny Gomez, Phillip Guzman, Cavin Roberson
	01/22/2019	C Shift	Shifts	House 31	12	Ariel Caro, Mateo Martinez, Austin Oblack, Alex Shay, Joseph Torres
	01/24/2019	B-Shift	Shifts	Station 31	12	Sonny Gomez, Phillip Guzman, Lorraine Lucero, Cavin Roberson
	01/25/2019	C Shift	Shifts	House 31	12	Ariel Caro, Phillip Guzman, Mateo Martinez
	01/26/2019	A Shift	Shifts	Mesilla Fire Station	12	Phillip Guzman, Anthony Martinez Jr. , Thomas Montoya
	01/27/2019	B-Shift	Shifts	Station 31	12	Aaron Cruz, Phillip Guzman, Cavin Roberson, Joseph Torres

Only LOCKED events included.

EVENT TYPE	DATE	EVENT NAME	CATEGORY	LOCATION	HOURS	PARTICIPANTS
	01/28/2019	C Shift	Shifts	House 31	12	Ariel Caro, Phillip Guzman, Mateo Martinez, Cavin Roberson, Joseph Torres
	01/29/2019	A Shift	Shifts	Station 31	14	John Chavez, Phillip Guzman, Humberto Manriquez, Mateo Martinez, Anthony Martinez Jr. , Thomas Montoya, Dylan Thunhorst, Lillian Villazon
	01/31/2019	C-shift	Shifts	House 31	15	Ariel Caro, Mateo Martinez, Austin Oblack, Alex Shay, Joseph Torres
	02/01/2019	A Shift	Shifts	Station 31	12	John Chavez, Humberto Manriquez, Anthony Martinez Jr. , Thomas Montoya, Dylan Thunhorst

Total Hours for 12 Hour Night Shift: 342

Administration Shift						
	01/02/2019	Admin Shift	Shifts	HME, Station 31	6	Chad Zecha
	01/03/2019	Admin Shift	Shifts	Station 31	3	Chad Zecha
	01/06/2019	Admin Shift	Shifts	Station 31	6	Chad Zecha
	01/08/2019	Admin Shift	Shifts	Community Center & Town Hall	3	Chad Zecha
	01/09/2019	Admin Shift	Shifts	Out of district	3	Jason Floyd, Gregory Whited, Keenan Willmann, Chad Zecha
	01/10/2019	Admin Shift	Shifts	Station 31	5	Chad Zecha
	01/16/2019	Learning for Life training	Administrative	Telecommute	2	Gregory Whited
	01/17/2019	Admin Shift	Shifts	MVRDA Station 31	6	Chad Zecha
	01/18/2019	Admin Shift	Shifts	Station 31	8	Chad Zecha
	01/21/2019	Admin Shift	Shifts	LCFD Station 8	4	Chad Zecha

Only LOCKED events included.

EVENT TYPE	DATE	EVENT NAME	CATEGORY	LOCATION	HOURS	PARTICIPANTS
	01/31/2019	Admin Shift	Shifts	Station 31	6	Chad Zecha

Total Hours for Administration Shift: 52

12 Hour Day Shift						
	01/03/2019	Day Shift	Shifts	Station 31	12	Dylan Thunhorst
	01/04/2019	Day shift	Shifts	Station 31	13	Nicolas Navarro, Dylan Thunhorst
	01/06/2019	Day shift	Shifts	Station 31	11	Dylan Thunhorst, Lillian Villazon
	01/15/2019	Day Shift	Shifts	Station 31	12	Mateo Martinez, Dylan Thunhorst, Lillian Villazon

Total Hours for 12 Hour Day Shift: 48

Meetings						
	01/14/2019	Officers Meeting	Administrative	Andales	3	Andy Embury, Jason Floyd, Eric Palma, Gregory Whited, Keenan Willmann

Total Hours for Meetings: 3

24 Hour Shift						
	01/14/2019	A Shift	Shifts	Mesilla Station 31	24	John Chavez, Humberto Manriquez, Mateo Martinez, Thomas Montoya, Dylan Thunhorst, Lillian Villazon
	01/19/2019	C shift	Shifts	House 31	24	Ariel Caro, Mateo Martinez, Alex Shay, Joseph Torres
	01/20/2019	A Shift	Shifts	Station 31	24	John Chavez, Humberto Manriquez, Anthony Martinez Jr. , Thomas Montoya, Eric Palma, Dylan Thunhorst

Only LOCKED events included.

EVENT TYPE	DATE	EVENT NAME	CATEGORY	LOCATION	HOURS	PARTICIPANTS
	01/23/2019	A Shift	Shifts	House 31	24	John Chavez, Humberto Manriquez, Mateo Martinez, Anthony Martinez Jr., Thomas Montoya, Dylan Thunhorst, Lillian Villazon

Total Hours for 24 Hour Shift: 96

Explorer Division Shift						
	01/14/2019	Thursday Night	Training	Mesilla Main	4	Caleb Bricker, Jacob Bricker, Crystal Davis-Whited, Andy Embury, Tabitha Rossman, Aiyana Slaughter
	01/15/2019	Uniform Run El Paso	Administrative	El Paso Commute	3.5	Andy Embury, Gregory Whited
	01/17/2019	Thur Training	Administrative	31 Main	5	Crystal Davis-Whited, Andy Embury, Tabitha Rossman, Xavier Sanchez
	01/31/2019	Thursday Night	Training	31 Main	3	Andy Embury

Total Hours for Explorer Division Shift: 15.5

Prevention Division Shift						
	01/17/2019	Inspections	Prevention Event	Mesilla	5	Ariel Caro, Joseph Torres, Gregory Whited
	01/24/2019	Inspections	Prevention Event	Mesilla	4.5	Mateo Martinez, Lillian Villazon, Gregory Whited
	01/25/2019	administrative	Prevention Event	telecommute	3	Gregory Whited
	01/28/2019	inspect new business	Prevention Event	Mesilla	2	Gregory Whited
	01/31/2019	Meeting with Mayor	Prevention Event	Town hall	1.5	Andy Embury, Gregory Whited

Total Hours for Prevention Division Shift: 16

Special Assignment						
	01/31/2019	Funeral procession	Prevention Event	Mesilla	2.5	Gregory Whited

Total Hours for Special Assignment: 2.5

Only LOCKED events included.

Mesilla Fire Department

Mesilla, NM

This report was generated on 2/6/2019 11:27:27 AM



Total Hours by VOLUNTEERS for Date Range for Pay Grade

Pay Grades: All Pay Grades | Start Date: 01/01/2019 | End Date: 01/31/2019

PERSONNEL	INCIDENT TIME	TRAINING TIME	EVENT TIME	TOTAL TIME
Caro, Ariel M	1:23	33:00	142:00	176:23
Chavez, John Eric	2:49	33:00	169:00	204:49
Cruz, Aaron	1:05	0:00	28:00	29:05
Davis-Whited, Crystal	0:00	23:00	6:00	29:00
Embury, Andy G.	2:13	22:00	19:00	43:13
Floyd, Jason E	0:00	2:00	6:00	8:00
Gomez, Sonny	0:00	7:00	72:00	79:00
Guzman, Phillip	3:49	29:00	158:00	190:49
Lucero, Lorraine	0:00	24:00	36:00	60:00
Manriquez, Humberto	5:32	33:00	147:00	185:32
Martinez Jr. , Anthony R	0:47	28:00	96:00	124:47
Martinez, Mateo	3:44	16:30	186:30	206:44
Montoya, Thomas M	1:51	33:00	118:00	152:51
Navarro, Nicolas A	0:29	28:00	25:00	53:29
Oblack, Austin E	0:00	1:00	55:00	56:00
Palma, Eric G	0:38	21:00	58:30	80:08
Roberson, Cavin C	1:35	23:00	96:00	120:35
Rossman, Tabitha A	0:00	0:00	6:00	6:00
Shay, Alex C	1:23	19:00	66:00	86:23
Smith, Morgan Samantha	0:00	0:00	6:00	6:00
Thunhorst, Dylan P	3:55	30:00	206:00	239:55
Torres, Joseph J	2:50	26:00	133:00	161:50
Villazon, Lillian M	2:15	15:30	156:30	174:15
Whited, Gregory E	0:00	28:00	30:00	58:00
Willmann, Keenan	0:00	3:00	6:00	9:00
Zecha, Chad	0:00	5:00	50:00	55:00
			TOTAL	2596:48:00



MESILLA MARSHAL'S DEPARTMENT

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

POLICE – ANIMAL CONTROL – EMERGENCY MANAGEMENT

MARSHAL K.C. ALBERG, CAS, FM, NMCEM

Date: February 4, 2019

To: Honorable Mayor and Mesilla Board of Trustees

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

Citations – 73 Total: 56 Court Appearance, 7 Penalty Assessment; and, 10 Warnings.

Total Responses/Calls for Service/Reports –

Responses by sworn personnel:

911 Hang-up Calls – 2

Abandoned Vehicle – 0

Abdominal Pain – 1

Agency Assist – 5

Alarm, Burglary – 6

Alarm, Carbon Monoxide – 0

Alarm, Hold Up – 0

Alarm, Panic – 1

Animal Bite/Animal Attacks – 0

Animal Care & Maintenance – 1

Animal Control Call – 4

Animal Cruelty – 0

Animal in Custody – 0

Animal, Dead – 0

Animal Livestock Complaint - 2

Animal Stray – 3

Animal Vicious – 0

Assault Report – 1

ATV Complaint – 0

Back Pain/Injury – 0

Behavioral Issues – 1

Be On the Lookout – 0

Bleeding – 0

Breathing Problems – 0

Building Check – 2

Burglary, Auto – 0

Burglary in Progress – 0

Burglary – 0

Responses by sworn personnel (continued):

Case Follow Up – 1
Chest Pain – 0
Child Abuse – 0
Choking – 0
Civil Dispute/Standby – 1
Civil Process – 0
Codes Enforcement – 2
Codes Parking – 0
Computer Crimes – 0
Detention Center Release – 1
Disturbance Disorderly – 2
Disturbance Domestic – 3
Disturbance Domestic in Progress – 0
Disturbance Fight – 1
Disturbance Noise/Music – 0
Disturbance Unknown – 0
Disturbance Verbal – 0
Drunk/Intoxicated Subj – 0
DWI – 1
Fall Victim/Back Injury – 2
Fever – 0
Fire Alarm – 0
Fire Brush/Wildland – 0
Fire Structure Commerical – 0
Fire Structure Residential – 0
Fire Vehicle – 0
Foot Patrol – 1
Forgery/Fraud/Emb/Report – 0
Frequent Patrol – 0
Gas Odor Natural – 0
Gun – Shots Fired – 1
Gun – Subject with a gun – 0
Gunshot Victim – 0
Harassment – 2
Injured Person – 3
Illegal Burn – 1
Illegal Dumping – 0
Information Report – 8
Illegally Parked Vehicle – 2
Kidnapping/Unlawful Custody – 0
Lift Assist – 0
Loud Party – 1
Medical Alarm – 0
Minor in Possession of Alc. – 1

Responses by sworn personnel (continued):

Missing Adult – 0
Missing Child – 0
Missing Person – 1
Motor Vehicle Accident Hit & Run – 2
Motor Vehicle Accident non Injury – 3
Motor Vehicle Accident with Injury – 3
Motor Vehicle Accident with Injury Extra Response – 1
Motor Vehicle Accident Private Property – 0
Narcotics/Drugs – 0
Obstruction – 0
Overdose – 0
Panic Alarm – 0
Phone Call – 4
Poisoning/Ingestion – 0
Prisoner Transport – 3
Property Found – 1
Property Lost – 0
Property Recovered – 1
Prowler – 1
Public Assist – 1
Rape – 0
Reckless Driver – 1
Repossession/Private Property Impound – 0
Runaway – 3
Seizures/Convulsions – 1
Sick/Ill Person – 2
Shoplifting – 0
Stroke/CVA – 0
Subject Contact/Busy – 1
Suicide Attempt – 0
Suicidal Subject – 1
Supplement/Follow up – 1
Suspicious Activity – 4
Suspicious Persons – 3
Suspicious Vehicles – 5
Theft Report – 1
Threats – 2
Traumatic Injuries – 0
Trespassing – 2
Traffic – 57
Traffic Complaint – 0
Traffic Control – 1
Unspecified Call Type – 2
Unconscious Person – 1

Responses by sworn personnel (continued):

Vagrancy – 0

Vandalism/Graffiti – 2

Warrant – 0

Welfare Check – 3

Wires Down – 0

Operation Stone Garden was **DISCONTINUED** as to overtime; however, its objectives remain supported and the equipment in use.



TOWN OF MESILLA

Public Works Department

P.O. Box 10, Mesilla, New Mexico 88046

Office: (575) 524-3262 ext. 103

Fax: (575) 541-6327

MEMORANDUM

Date: January 8, 2019

TO: Mayor Barraza, Board of Trustees and Cynthia Stoechner-Hernandez

FROM: Rodney J. McGillivray, Public Works Director

RE: **Public Works Division Activity Report – December 2018**

Thanks you for welcoming me as the new public works director. I received a very nice welcome by all staff members and am excited to begin service to the Town of Mesilla. A special thank you to the public works team members for their hard work and efforts in all of the preparations for the Christmas season as well as their preparedness for our recent inclement weather. If you see any of the team please extend your gratefulness.

On-going maintenance, custodial and operations:

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

Miscellaneous items/work orders/accomplishments:

Repairs performed to PRV (pressure reducing valve) at Rassaf Hills
All town backflow preventers have been serviced and tested (third party company)
Signage maintenance (stop signs and street signs)
Street and sidewalk cleaning of Avenida De Mesilla prior to Christmas
Pressure washing at Plaza
Plaza tree and decoration
Cleaning of ductwork/vents in Town Hall

General clean-up around shop

Tree and stump disposal at baseball field (Parque de Los Leones)

Community Center roof warranty repairs by manufacturer (in progress)

Vista Grande #5 – Forthcoming project at Rassaf Hills. Had an initial meeting with the developer and received information.

Project update:

Calle de Primera repaving is complete. Waiting for final progress payment application.

McDowell wastewater project – project redesign by SMA is complete. Project award recommendation from SMA received and rejected by Steven Deal w/NMED. The re-designed project will need to be re-bid. Meetings with homeowners is being discussed to inform the property owners of the project phasing as well as the project timeline.

Bowman pavement upgrade – Currently in the process of completing the certifications. Geotechnical investigation and survey are underway.

Calle de Parian replacement – Certifications are complete. Awaiting a preliminary design.

Trail – Survey in process. Awaiting a preliminary design.

Water meter project – Complete.

Picacho drainage project – In the process of issuing an RFP for design and construction.