

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



*Destiny Mitchell
Commissioner*

*Ingo Hoepfner
Commissioner*

*Gary Whitehead
City Manager*

*505 Sims St.
Truth or Consequences, New Mexico 87901
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REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, DECEMBER 17, 2025; TO START AT 9:00 A.M.

OPENING CEREMONIES:

A. ADMINISTRATION OF THE OATH OF OFFICE BY THE HONORABLE MAGISTRATE JUDGE GEORGE LEE. COMMISSIONER TERMS WILL BEGIN JANUARY 1, 2026:

City Commissioner – Destiny Mitchell

City Commissioner – Chaz M. Glines

B. CALL TO ORDER

C. INTRODUCTION

1. ROLL CALL

Hon. Rolf Hechler, Mayor

Hon. Amanda Forrister, Mayor Pro-Tem

Hon. Destiny Mitchell, Commissioner

Hon. Merry Jo Fahl, Commissioner

Hon. Ingo Hoepfner, Commissioner

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

D. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Public Hearing/Discussion/Action: Publication and Final Adoption or Possible Publication of Ordinance No. 771 amending Chapter 3 of the Municipal Code of Ordinances pertaining to animals. City Manager Whitehead

E. PUBLIC COMMENT (3 Minute Rule Applies)

F. REPORTS

1. City Manager
2. City Commission
3. City Attorney

G. CONSENT CALENDAR

1. City Commission Regular Minutes, November 19, 2025
2. City Commission Regular Minutes, December 3, 2025
3. November 2025 Accounts Payable
4. Take Home Vehicle Forms: Police Department
5. Purchase report of items between \$20,000 and \$60,000

H. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution 28 25/26 Supporting the City of Elephant Butte's efforts to Annex the City of Elephant Butte's Wastewater Treatment Plant. City Manager Whitehead
2. Discussion/Action: Resolution No. 29 25/26 authorizing and approving the submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority. City Manager Whitehead
3. Discussion/Action: Resolution No. 30 25/26 authorizing and approving the submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority. Assistant City Manager Alvarez
4. Discussion/Action: Resolution No. 31 25/26 Recognizing the importance of Cooperation with Federal, State and Local Law Enforcement Agencies. Commissioner Fahl

I. NEW BUSINESS_

1. Discussion/Action: Variance request for 915 Poplar Street requesting allowance for a 10ft. setback for a carport. Assistant City Manager Alvarez
2. Discussion/Action: Conditional Use Permit and Variance Request for 1901B S. Broadway. Assistant City Manager Alvarez
3. Discussion/Action: Contract Lease Agreement Extension between the City of Truth or Consequences and Talon Septic. City Manager Whitehead
4. Discussion/Action: Approval of Purchase Requisitions over \$60,000. Jocelyn Holguin, Chief Financial Officer
 - a. RFP #23-24-004 On Call Smith Co. GO Bond: Cherry Lane Project
 - b. RFP#23-24-004 On Call Smith Co./GO Bond: Revised Quote for Well#2
 - c. RFP #23-24-004 On Call Smith Co./GO Bond: Vacuum Line Project
5. Discussion/Action: MOU between the City of Truth or Consequences and Sierra County Flood Director. City Manager Whitehead

J. EXECUTIVE SESSION

1. Threatened & Pending Litigation (*Ron Fenn vs. City of T or C*) pursuant to 10-15-1(H.7).

K. RETURN TO REGULAR SESSION; ACTION (if any)

1. Threatened & Pending Litigation (*Ron Fenn vs. City of T or C*) pursuant to 10-15-1(H.7).

L. ADJOURNMENT

The meeting will be streamed through YouTube Live at <http://www.youtube.com/@CityofTorC>.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting please contact the City Clerk's Office, at 505 Sims Street, Truth or Consequences, New Mexico 87901, phone (575) 894-6673 at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.

NEXT REGULAR CITY COMMISSION MEETING JANUARY 14, 2026



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 17, 2025

Agenda Item #: D.1

SUBJECT: Discussion/Action: Publication and Final Adoption or possible publication of Ordinance No. 771 amending Chapter 3 of the Municipal Code of Ordinances pertaining to animals.

DEPARTMENT: Police Department

DATE SUBMITTED: December 11, 2025

SUBMITTED BY: Tyler Knull

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

Our staff has been working diligently for several months on the revision of Animal Ordinance No. 771 that will update our current Animal Control and Animal Shelter Ordinance to meet the needs of current operations at the Animal Shelter and for Animal Control Enforcement. The ordinance went out to publication on October 30th, and a second workshop was held on December 10th to receive additional input from the public.

In your packet is the ordinance that was published on October 30th as well as the revised ordinance with the suggestions mentioned during the December 10th workshop.

Recommendation:

We are requesting that the governing body decide to either proceed with the public hearing and final adoption of the version of the ordinance that was published on October 30th (Exhibit A) Or publish the version of the ordinance with the amendments implemented from the December 10th workshop for an additional 15 days (Exhibit B).

Attachments:

- Exhibit A: Proposed Ordinance No. 771 (Version 1 that was published on October 30th)
- Exhibit B: Proposed Ordinance No. 771 (Version 2 with amendments made after December 10th Workshop)

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☒ Legal ☐ Other: [Click here to enter text.](#)

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. 771-

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agenda 12-17-25

~~CHAPTER 3 ANIMALS~~¹

ARTICLE I. ~~IN~~ GENERAL PROVISIONS

SEC. 3-1. ~~SHORT TITLE OF CHAPTER~~ AND INTENT.

This Chapter shall be known and may be cited as the Truth or Consequences Animal Control Ordinance. It is the intent of the City Commission that enactment of this chapter will protect animals from neglect and abuse, protect residents from ~~annoyance~~ **nuisance** and injury, ~~assist in providing housing for animals in a control center~~ **promote the health, safety, and welfare of the residents and animals, assist in providing humane population control of animals, reunite animals with their owners,** finance the functions of ~~the~~ licensing and recovery of ~~such animals~~ **said animals, and assist in providing housing for animals in an Animal Shelter.**

(Ord. No. 725, 2-9-22)

SEC. 3-2. ~~ADMINISTRATION OF CHAPTER.~~

~~A. The City Manager is responsible for the administration of this chapter. Reasonable rules and regulations shall be prescribed by the Commission to carry out the intent and purpose of this chapter, pursuant to standards created by this chapter. Powers to enforce the chapter are delegated to the Truth or Consequences Police Department and the Animal Control Officer =~~

~~(Ord. No. 725, 2-9-22)~~

~~SEC. 3-3. DEFINITIONS.~~

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandonment of animals means to ~~leave~~ **desert and/or to relinquish the supervision or care of** any animal ~~unattended and with no provision of food, water or shelter for more than 24 hours~~ **regardless of age or condition** on ~~one's~~ **one's** premises or ~~to dump or leave off any animal on property other than one's own without permission, regardless of age or condition.~~

Adoption means to take by choice and assume responsibility for proper care in accordance with this Chapter.

¹Editor's note(s) — Ord. No. 725, adopted Feb. 9, 2022, repealed the former ch. 3, §§ 3-1 — 3-8, 3-8.1 — 3-8.3, 3-9, 3-11, 3-26 — 3-34, 3-51 — 3-53, 3-71 — 3-73, 3-91 — 3-97, and enacted a new ch. 3 as set out herein. The former ch. 3 pertained to similar subject matter. See the Code Comparative Table for complete derivation.

State law reference(s) — Municipal authority to regulate animals, NMSA 1978, § 3-18-3.

Adequate food means ~~the~~ access to and ~~the~~ provision of **uncontaminated, edible, nutritious** food that, **which** is appropriate to the species and of sufficient **adequate** quantity and nutritive value as to maintain ~~each animal in good health, to include:~~

(1) ~~— Easily accessible to each animal.~~

(2) ~~— Prepared so as to permit ease of consumption for the age, species, the normal weight and condition, size and type of each animal.~~

(3) ~~— Provided in a clean and sanitary manner.~~

(4) ~~— Placed so as to minimize contamination by excrement and pests~~ **healthy animal.**

Adequate living area means adequate space, shade, and shelter suitable to the age, size, species and breed of animal.

Adequate shade means provision of and access to either man made or natural shade suitable for species, age, condition, size and type of each animal.

~~Adequate shelter means provision of and access to shelter that is suitable for species, age, condition, size and type of each animal; provides adequate space for each animal; is safe and protects each animal from injury, rain, sleet, snow, hail, direct sunlight, the adverse effects of heat or cold, physical suffering, and impairment of health; is properly cleaned; enables each animal to be clean and dry.~~

Adequate shelter means A structurally sound, adequately ventilated, weatherproof structure that is comprised of non-toxic materials and interior floors that minimize injury and discomfort to the Animal. The structure must be clean and of a suitable size as to limit overcrowding by properly accommodating the specific Animal. The structure must protect the Animal from extreme conditions. The Animal must be able to lie down fully with limbs and tail outstretched and rise to its feet, in a natural manner, consistent with the Animal's species. An Adequate Shelter must be within a Secure Fence.

Adequate space to prevent overcrowding or Adequate Space means having sufficient space to allow animals restrained together to be able to move freely, turn around and lie down **with tail and limbs outstretched.**

Adequate water means constant access to a supply of unfrozen, potable water, ~~provided in a sanitary manner suitable for species, in sufficient amounts~~ **amount as** to maintain good health.

~~Animal means any vertebrate member of the animal kingdom, excluding the human species, including but not limited to wild animals, domesticated animals, and livestock.~~

Alter or Alteration means to render an animal permanently sterilized and incapable of reproduction.

Animal means any living nonhuman mammal, bird, reptile, or amphibian including bats, Companion Animals, Companion Birds, Domestic Animals, Exotic or Wild Animals, Livestock,

pigeons, porcupines, Poultry, prairie dogs, rabbits and skunks. For the purpose of this article, insects and arachnids are not included in the definition of animal.

Animal Shelter or **shelter** means any pound, lot, premises, and/or building maintained by the City for the care and custody of animals. This shall include any private shelter contracted or ~~recognized~~ **permitted** by the City for the purpose of maintaining care and custody of animals.

Animal Shelter Staff means a person or group of people employed by the City to work at the Animal Shelter and charged with maintaining care and custody of animals.

Animal Control Officer or **A.C.O** means any person designated by the ~~Chief of Police~~ **Chief** or **City Manager** to enforce animal control laws, orders, ordinances and regulations.

Animal fighting paraphernalia means equipment that any reasonable person would ascertain is used for animal fighting purposes which includes, but is not limited to:

1. ~~(1)~~—Instruments designed to be attached to the leg of a bird, such as a boxing gloves, knife, gaff, or other sharp instrument,.
2. ~~(2)~~—Items to train and condition animals to fight including, but not limited to, hides or other material used as hanging devices to strengthen and/or condition dogs, wooden sticks or handles used to pry open dog's jaws, performance enhancing drugs or substances, or food or water additives.

Auction means any place or facility where animals are regularly bought, sold or traded, except for those facilities otherwise defined in this chapter. This definition does not apply to individual sales of animals by owners.

Bait animal means any animal used to train and/or condition other animals to fight and are exposed to attack by other animals used ~~or trained to be used~~ in fighting or to make the attacking animal more confident and aggressive.

Basic Grooming means examination, attention and acts reasonably necessary to maintain the eyes, ears, beaks, hooves, feet, coat and skin of an Animal in healthy condition. Basic Grooming also obligates an Owner to provide any and all materials an Animal requires for self-grooming. Basic Grooming does not include acts to maintain appearance only.

Basic Medical Care means reasonable medical care required by the species, including periodic examinations by a veterinarian, prompt Veterinary care when required, age and species appropriate Vaccinations, Basic Grooming and internal and external Parasite Control where appropriate.

Bite means any puncture, tear, scratch or wound of the skin inflicted by the teeth of an animal.

Bona Fide Animal Show means an exhibition approved by the City Manager or City Manager's designee of Companion Animals, Companion Birds or Horses in competition for prizes or awards that does not include sales or fighting.

Breeder means any person involved in the controlled breeding of animals. Breeders are subject to City of Truth or Consequences Kennel Permit requirements.

Business Days or **Working Days** means any day in which normal business operations are conducted. Typically, Monday through Friday and not including Public Holidays.

Cage means a structure for confining birds or animals, enclosed on at least one side by a grating of wires or bars that lets in air and light.

Calander Days means every day on the calendar including weekends and holidays.

Canine hybrid means any offspring which results from the breeding of a domestic species or breed of canine with any wild species or breed of canine, such as wolf or coyote. Any animal which at any time has been or is advertised, or otherwise described or represented as a canine hybrid, wolf-dog, or wolf hybrid by its owner to an Animal Control Officer, Veterinarian, Police Officer, or Official of the Department of Health shall be considered a canine hybrid for the purpose of this chapter. An animal shall not be classified to be a canine hybrid based strictly on its appearance.

Care means responsibility for or attention to health, well-being, and safety.

Cat means belonging to the species *Felis Catus*.

Collar means a strap made of leather or other strong material or a harness that is worn around the neck/torso of an animal to which a current rabies vaccination and city animal registration tag can be affixed.

Community Cat means any free-roaming cat that may be cared for by one or more residents of the immediate area who is/are known or unknown; a community cat may or may not be feral. Community cats shall be distinguished from other cats by being sterilized and ear tipped; community cats are exempt from licensing, limits, tags, stray and at-large provisions of this ordinance and maybe exempt from other provisions directed toward owned animals.

Community Cat Caregiver means A person who provides care, including food, shelter or medical care to a community cat, while not being considered the owner, custodian, harbinger, controller or keeper of a community cat or to have care or charge of a community cat. Caregivers must make every effort to minimize the impact on local wildlife, and feed the proper quantity of food for the number of cats. Community cat caregivers may redeem community cats from the shelter without proof of ownership.

Companion Pet or **Companion Animal** means an owned, Domestic Animal that is considered a pet. This does include not a Hybrid dog or Hybrid cat. Guard Dogs are not considered Companion Animals or Companion Pets.

Companion Bird means A bird commonly kept as a pet by humans and confined on the property of the Owner, including parakeets, canaries, lovebirds, finches, parrots, macaws, cockatoos, cockatiels, toucans and lorries, but excluding:

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1. All of the family Anatidae (waterfowl);
 2. All of the family Tetraonidae (grouse and ptarmigans);
 3. All of the family Phasianidae (quail, partridges and pheasants);
 4. All of the family Meleagrididae (wild turkeys) except for the domestic strains of turkeys;
 5. All of the family Phasianidae (francolins);
 6. All of the family Gruidae (cranes);
 7. All of the family Rallidae (rails, coots and gallinules);
 8. All of the family Charadriidae (plovers, turnstones and surfbirds);
 9. All of the family Scolopacidae (shorebirds, snipe, sandpipers and curlews);
 10. All of the family Recurvirostridae (avocets and stilts);
 11. All of the family Scolopacidae (phalaropes);
 12. All of the family Columbidae (wild pigeons and doves) except for the domestic strains of pigeons; and
 13. Ducks, geese, chickens and other poultry.

Confined or **confinement** means restriction of an animal at all times by an owner or keeper in an escape proof building or other enclosure away from other animals and the public.

~~Continually~~ **Crate** means a ~~duration that continues over a long period~~ device or structure designed for the temporary confinement of ~~time~~ an Animal.

Custody or **Custodian** means the possession, control over and responsibility for an Animal by a Person who may or may not be the Owner but ~~with intervals and interruptions~~ who may represent the Owner of an Animal.

Dangerous dog means a dog that caused a serious injury to a person, Domestic Animal or Livestock.

Dog means a member of the species *Canis Lupus Familiaris*.

Domestic Animal means any living creature other than a human being that is customarily used for companionship, food or work. For the purpose of this chapter all Companion Animals are Domestic Animals but not all Domestic Animals are Companion Animals.

Domestic Livestock or **Livestock** as defined by the State Livestock Code and shall include, but not be limited to, bison, buffalo, cattle, horses, donkeys, mules, chickens, ducks, poultry, llamas, ostriches, emus, rheas, camelids (camels), farmed Cervidae, swine, sheep or goats.

Ear-tip means the removal of approximately a quarter-inch off the tip of the cat's left ear in a straight line cut, the universal sign of a sterilized, unowned cat. If these requirements are met, the ear-tipped cat is exempt from licensing, limits, tag, and certain stray and at-large provisions of this chapter and may be exempt from other provisions directed toward owned animals.

Electronic leash, electronic collar or **e-collar** means a device that uses a remote to send signals that deliver electric stimulation, vibrations, beeps to control, confine or correct an animal. Is not considered a form of immediate control and shall not be used in place of a leash.

Emergency measures ~~means~~**mean** any action taken by animal control or its designated agents to preserve the health and life of an animal or human being, including but not limited to entering vehicles or premises, with probable cause and/or exigent circumstance, and impounding an animal to prevent present or imminent suffering to the animal, a human being, or another animal.

Emergency Medical Care means the care required in response to a traumatic injury or rapidly evolving health crisis concerning an Animal.

Enclosed lot means **any** parcel of land or portion thereof in private ownership around the perimeter of which a wall or fence has been erected ~~of such a height and surety so as to retain the species of animal within the bounds for which the fence was erected.~~

Enclosure means an area completely surrounded by a wall, fence, or animal pen of sufficient height and strength to contain the animal(s) within ~~and prevent the entry of any other animal(s).~~

Establishment means a place of business together with its grounds and equipment.

Estray or **stray** means any ~~animal~~ **Companion Animal, Companion Pet, Exotic Animal or Livestock** found running at large or unattended beyond the boundaries of the premises of the owner.

Exotic Animal or **Wild Animal** means those species of animals that are considered exotic to humans. Exotic Animals include any and all of the following orders and families, whether bred in the wild or in captivity, and any and all hybrids. The animals listed in the parentheses are intended to act as examples and are not to be construed as an exhaustive list or limit the generality of each group of animals, unless otherwise specified:

1. Class Mammalia

- a. Order Artiodactyla (hippopotamuses, giraffes, camels, deer, not cattle or swine or sheep or goats)
- b. Order Carnivora
 - i. Family Felidae (lions, tigers, cougars, leopards, ocelots, servals, not domestic cats)
 - ii. Family Canidae (wolves, coyotes, foxes, jackals, not domestic dogs)
 - iii. Family Ursidae (all bears)
 - iv. Family Mustelidae (weasels, skunks, martens, minks, not ferrets)
 - v. Family Procyonidae (raccoons, coatis)
 - vi. Family Hyaenidae (hyenas)
 - vii. Family Viverridae (civets, genets, mongooses)
- c. Order Edentata (anteaters, armadillos, sloths)
- d. Order Marsupialia (opossums, kangaroos, wallabies, not sugar gliders)
- e. Order Perissodactyla (rhinoceroses, tapirs, not horses or donkeys or mules)
- f. Order Primates (lemurs, monkeys, chimpanzees, gorillas)
- g. Order Proboscidae (elephants)

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- h. Order Rodentia (squirrels, beavers, porcupines, not guinea pigs, or rats, or mice, or gerbils, or hamsters)
 - 2. Class Reptilia
 - a. Order Squamata
 - i. Family Varanidae (only water monitors and crocodile monitors)
 - ii. Family Iguanidae (only green iguanas and rock iguanas)
 - iii. Family Boidae (all species whose adult length has the potential to exceed eight feet in length)
 - iv. Family Colubridae (only boomslangs and African twig snakes)
 - v. Family Elapidae (coral snakes, cobras, mambas) - All species
 - vi. Family Natricidae (only keelback snakes)
 - vii. Family Viperidae (copperheads, cottonmouths, rattlesnakes) - All species
 - b. Order Crocodilia (crocodiles, alligators, caimans, gavials) - All species
 - c. Order Cetacea (whales, dolphins, porpoises)
 - d. Order Pinnipedia (seals, sea lions, walruses)

Exotic or Wild Animal Permit means the Permit allowing a Person to own a Permissible Exotic or Wild Animal within the Truth or Consequences City Limits.

Feline hybrid means any offspring which results from the breeding of a domestic species or breed of feline with any wild species or breed of feline, such as an African Serval cat. Any animal which at any time has been or is advertised, or otherwise described or represented as a feline hybrid by its owner to an Animal Control Officer, Veterinarian, Police Officer, or Official of the Department of Health shall be considered a feline hybrid for the purpose of this chapter. An animal shall not be classified to be a feline hybrid based strictly on its appearance.

Feral animal means an individual animal of a domesticated species that is not behaviorally compatible with humans, and is therefore not suitable to serve as a pet, Companion Animal, or work animal. Any feral animal that by physical aspect and behavior are deemed to be un-owned and have been trapped for the purpose of improving public health and limiting reproduction.

Finder means any person who discovers and temporarily takes possession of a Companion Animal that has been separated from its Owner.

Foster means to take temporary Custody of any Animal on behalf of or at the request of the Truth or Consequences Animal Shelter or other non-profit to administer veterinary care, groom, train, provide special feeding, care for or otherwise provide for the Animal.

Guard Dog means a dog that is used to protect a Guard Dog Site. Guard dogs are not considered Companion Animals or Companion Pets.

Guard Dog Site means a commercial establishment that utilizes a Guard Dog.

Guard Dog Site Permit* or *GDSP means the permit required for a Guard Dog Site.

Grooming parlor means any establishment, or part thereof, or premises maintained for the purpose of offering animals cosmetological services for profit.

Handler means a person who is responsible for controlling the actions of a guard dog.

Harness with respect to a dog, means a properly fitting apparatus that is not abrasive and that restrains the dog by the body and shoulders without the involvement of the neck. With respect to a cat means, a properly fitting apparatus that is not abrasive featuring adjustable collar buckles around the neck that are joined to an adjustable girth.

Healthy means that an Animal is free from disease and not suffering from any objectively observable illness.

Heat, estrus or **season** means a regularly recurring state of estrus during which the female animal is capable of attracting or accepting the male for breeding or is capable of conceiving.

Hobble or **hobbling** means to tie or strap the legs of an animal together to prevent it from straying.

Household means a human social or family unit comprised of one or more Persons, occupying, residing and domiciled in the same residence.

Humane live trap or **live humane trap** means any device designed to catch and restrict an Animal without causing any harm to the Animal.

Illness means a malady, injury, impairment, or physical/mental condition that requires veterinary care.

Immediate control means direct physical control over an animal by the owner/responsible party by use of:

1. (1) —A secure collar or harness and leash **no longer than eight (8) feet long** for a dog; or
2. (2) —A secure leash **no longer than eight (8) feet long** in conjunction with a properly fitting harness for a cat or ferret; or
3. (3) —A secure and appropriate portable animal crate or cage for any animal.

~~**Household** means one or more persons occupying the premises and living as a single housekeeping unit as distinguished from a group occupying a boarding house, lodging house or hotel.~~

Immediate control does not include:

1. Voice or oral commands/control.
2. Electronic leashes, electronic collars, electronic training collars or other similar devices.

Impound means the act by an Animal Control Officer or Law Enforcement Officer of taking up and confining an animal within a shelter or facility used by the City for the confinement of said animal.

Incarceration, Imprisonment or Incarceration Hold means the restraint or detention of an individual at a jail, prison, corrections facility or other similar facility by Law Enforcement.

Injured means the condition of an Animal being harmed, disabled or impaired in a physical sense which is determined by the reasonable objective observation of wounds, injured limbs, broken bones, or disfiguring lacerations.

Intact Animal means an animal that has not been spayed, neutered or altered.

Invisible Fence, Hidden Fence, Radio Fence or Electric Fence means an electronic pet containment system that uses a wire, typically a buried wire, and a collar to keep pets within a designated boundary by delivering a beep, vibration, electric shock or other warning when an animal gets too close to the boundary. An invisible fence is not considered a secure fence.

Kennel area means a secure space within which an animal is housed that is of sufficient height and strength to contain the animal within and provide sufficient room for the animal to comfortably move around within the structure **and lie down with limbs and tail outstretched**.

Commercial Kennel, ~~commercial~~ means any premises on which a total of five or more dogs or cats, in any combination thereof, four months of age or older, are kept; and/or where the business of buying, selling, breeding, training or boarding of dogs and/or cats is conducted.

Law Enforcement Officer means a government employee appointed to enforce the law, such as a police officer or sheriff.

Leash means a physical chain, strap, rope, cord or line of sufficient strength and material for leading, controlling and restraining an animal. Does not include electronic collars, electronic leashes or electronic training collars. A leash shall not be longer than eight (8) feet long.

License or Animal License, Companion Animal License means a City of Truth or Consequences Animal License.

License Certificate, Animal License Certificate or Companion Animal License Certificate means the certificate supplied by the City of Truth or Consequences that contains the number of the City of Truth or Consequences Animal License and attests that a Companion Animal has a valid Companion Animal License.

License Tag, Animal License Tag or Companion Animal License Tag means the tag supplied by the City of Truth or Consequences that contains the number of a City of Truth or Consequences Companion Animal License.

Litter means one or more sibling offspring of a Companion Animal under six (6) months old.

Litter Permit or Companion Animal Litter Permit means the permit required when a Companion Animal becomes pregnant.

Licensed veterinarian or veterinarian means a person with a Doctor of Veterinary Medicine degree, licensed to practice in the State of New Mexico.

~~*Livestock* means horses, cattle, pigs, sheep, goats, fowl, or any other domestic animals typically used in the production of food, fiber, or other products or activities defined by the city manager as agricultural.~~

Medical Hold means a temporary voluntary or involuntary hold on an individual for treatment or evaluation by medical professionals at a hospital or other similar facility due to injury, illness, incapacitation or other medical condition or due to death of owner.

Microchip means a passive transponder which can be implanted in an animal by injection and which is a component of a radio frequency identification (RFID) system. Such system must be compatible with a scanner used by an Animal Control Officer or Animal Shelter Staff.

Neglect means the failure of an Owner/~~responsible party~~ to provide care for an Animal in the Owner's Custody which failure causes an Animal to suffer physical or emotional harm.

Neuter means to render a male animal permanently sterile and incapable of reproduction.

Owner means a person who is at least eighteen (18 years of age or older or the parent or guardian of a person under 18) years of age who owns, harbors, keeps an animal, possesses an Animal and claims a legally valid right of possession or title of an Animal superior to the rest of the world. Under this Chapter, any person acting as an agent of the Owner and any Person over the age of eighteen (18) in a Household and left in charge of an Animal may be deemed the Owner. This does not include any person acting on behalf of the City Animal Shelter to temporarily house or Foster animals.

Permissible Exotic or Wild Animal means an Exotic or Wild Animal that does not violate federal or New Mexico State law.

Permit means a document evidencing approval by the City Manager, the City Commission, the Mayor, or a designee of the City Manager or Mayor to conduct a certain activity or possess a certain animal.

Permit Holder means a qualified person to whom a valid permit has ~~one in his/her care, or permits an animal to remain on or about the premises owned or controlled by him/her~~ been provided.

Permitted Premises means the establishment, residence, real property or other site for which a permit has been issued.

Person means an individual, firm, partnership, corporation, company, society, association, legal entity, and every agent or employee thereof.

Person in Charge means the individual present or individual in apparent supervision or control of a premise.

Pet means any domesticated animal kept as a Companion Animal, and not intended to be used for farming or human consumption. Livestock shall not be considered a pet even if kept as a Companion Animal and not used for farming or human consumption.

Pet shop or dealer means any commercial establishment or person, including wholesalers engaged in the business of buying and selling or holding pet animals for sale. This term shall not include Livestock auctions.

Police Officer means a sworn member of the Truth or Consequences Police Department, the Sierra County Sheriff's Office or the New Mexico State Police.

Possession means the custody of an animal.

Potable water means water that can be consumed without concern for adverse health effects **and is safe for drinking.**

~~***Premises*** means a parcel of land and/or the structure(s) thereon.~~

~~***Public nuisance*** means where an animal owner fails to prevent its animal from urinating, defecating, disturbing the peace, emitting noxious odors or otherwise endangering or offending the well-being of the inhabitants of the City while:~~

~~(1) — Trespassing on school grounds, public or private property;~~

~~(2) — Being found running at large;~~

~~(3) — Damaging private or public property; or~~

~~(4) — Barking, whining, or howling in an excessive or continual fashion.~~

Potentially dangerous dog means a dog that may reasonably be assumed to pose a threat to public safety as demonstrated by the following behaviors:

1. Causing an injury to a person, Domestic Animal or Livestock that is less severe than a serious injury; or
2. Chasing or menacing a person, Domestic Animal or Livestock in an aggressive manner and without provocation; or
3. Acting in a highly aggressively manner within a fenced yard or enclosure and appearing able to jump out of the yard or enclosure.

Premises means a parcel of land owned, leased, rented, or controlled by any person, legal or natural. Such parcel of land may include a structure, and includes such items as kennels, houses, mobile homes, apartments, condominiums, and townhouses which are located on a parcel of land.

Proper enclosure means secure confinement indoors or outdoors, such as in a fenced yard, locked pen or other structure that is designed to prevent the animal from escaping the confined area and young children from entering the confined area but does not include chaining, tethering, restraining or other affixing the animal to a stationary object.

Proof of Ownership means any documentation or evidence which proved to the satisfaction of the City Manager's designee that a Person is the Owner of an Animal, including a Microchip identification, Veterinarian invoice, official registration, or photographs of the Animal.

Provoked means the response of an Animal that a reasonable Person believes the Animal has taken to defend itself, its offspring, its Owner or family member, or another Person within its immediate vicinity from assault, actual or perceived, or to defend real property belonging to its Owner or family member.

Public way means an alley, avenue, boulevard, bridge, channel, ditch easement, express freeway, highway, land, parkway, right-of-way, road, sidewalk, street subway, tunnel, viaduct, walk or other ways in which the general public or a public entity have a right, or which are dedicated, whether improved or not.

Qualified service animal means:

1. Any qualified service dog or qualified service miniature horse that has been or is being trained to provide assistance to an individual with a disability;
2. An animal recognized as a service animal under either federal regulations implementing the Americans with Disabilities Act, or NMSA 1978, Chapter 28, Article 11, which is the New Mexico Service Animal Act, and as amended;
3. A qualified service animal does not include a pet, an emotional support animal, a comfort animal, or a therapy animal as defined in NMSA 1978, Section 28-11-2(B) (2013).

Quarantine means ~~the segregation,~~ detention and isolation of an animal ~~for any time as required by state law~~ in order to observe the animal suspected of contagion; ~~and control the spread of said contagion.~~

Reclaim, Redeem or Redemption means an Owner's or other person designated by the owner's recovery of an Animal that has been Impounded at the Truth or Consequences Animal Shelter.

Responsible party for the animal or Responsible Party means the owner of ~~the animal a~~ Domestic Animal or Livestock, or an adult person placed in charge of the ~~animal Domestic Animal or Livestock~~ in the absence of incapacitation of the owner.

~~***Restraint*** means any of the following:~~

- ~~(1) — To be under the immediate control of a capable and competent person on a leash or lead; or~~
- ~~(2) — To be secured by a trolley system confining the animal within the owner's premises; or~~
- ~~(3) — To be secured within an escape proof enclosure within the owner's premises.~~

~~***Running***~~ ***Run at large*** or ~~to run~~ ***running at large*** means an animal that is ~~to be~~ free of physical restraint ~~control~~ beyond the boundaries of ~~an enclosed lot or~~ the premises ~~or vehicle~~ of the owner/ or responsible party.

Safekeep or **safekeeping** means the temporary housing and care of an animal by the animal shelter in an event where the owner or responsible party is incapacitated or otherwise unable to provide care for the animal.

Secure Enclosure means a cage, crate or box, that may be portable, of sufficient strength to contain a Domestic Animal within and is not able to be invaded.

Secure Facility means a house or building in which an Animal is being restricted that will prevent the Animal, including a Guard Dog, from being able to escape.

Secure Fence means a visible protective or confining barrier of sufficient strength and height that prevents any Domestic Animal or Livestock, including Guard Dogs, from escaping the property on which the Animal is being restricted. The Secure Fence shall also reasonably protect the Animal within the fence from other Domestic Animals, Livestock or people coming into contact with the restrained Domestic Animal or Livestock. This includes a dog run type structure.

Serious injury means A physical injury that results in broken bones, multiple bites or disfiguring lacerations requiring sutures or reconstructive surgery.

Seize means to take custody of an Animal with or without notice to the Owner or the consent of the owner. Exigent Circumstances must exist if an animal is taken into Custody without notice to the Owner or the consent of the Owner.

Songbird or **songbirds** means a bird that utters a succession of musical tones and shall include but are not limited to:

1. All of the family Estrildidae (old world finches).
2. All of the family Fringillidae (new world finches).
3. All of the family Icteridae (Blackbirds).
4. All of the family Sittidae (Nuthatches).
5. All of the family Troglodytidae (Wrens).
6. All of the family Muscicapidae (old world flycatchers).
7. All of the family Sturnidae (Starlings).
8. All of the family Paridae (Titmice and nuthatches.)
9. All of the family Phylloscopidae (Leaf warblers.)
10. All of the family Corvidae (Crows and jays.)
11. All of the family Paradisaeidae (Birds of Paradise.)
12. All of the family Pipridae (Manakins.)
13. All of the family Tyrannidae (Tyrant flycatchers.)

Spay means to render a female animal permanently sterile and incapable of reproduction.

Surrender or **Owner Surrender** means the relinquishment of Ownership of a Domestic Animal to the Truth or Consequences Animal Shelter by the Owner of the Animal.

Tether means to restrain an animal by means of a runner cable or similar device attached to a running line, pulley or trolley system.

Tormenting of animals means the act of bothering, annoying, distracting or agitating an animal.

Trap-Neuter-Return* or *TNR means a humane method to manage feral and stray cat populations by trapping them, spaying or neutering them, and returning them to their original outdoor homes. The process typically includes vaccinating the cats and often ear-tipping them to signify they have been sterilized.

Trolley* or *Trolley System means a cable strung between two fixed and stable points, to which a dog on a short lead is attached, allowing for freedom of movement.

Un-weaned means of an infant or other young mammal not accustomed to food other than its mother's milk.

Vaccination* or *Vaccinate means the inoculation of an animal with a vaccine administered by a veterinarian for the purpose of immunizing the animal against rabies as required by the State of New Mexico Rabies Control Act of 1959. The amount given should be sufficient to provide immunity from rabies for a minimum of one year. This also includes the inoculation of an Animal against distemper, parvo, para influenza, corona virus or Bordetella and other vaccinations deemed necessary from time to time by the City Manager or City Manager's designee.

Vermin means wild rodents and various insects including flies, mosquitoes, ants and wasps.

Veterinary hospital* or *veterinary clinic means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries to animals.

Vicious animal means any animal which kills or severely injures (so as to result in muscle tears or disfiguring lacerations, require multiple sutures, or corrective or cosmetic surgery, permeant disfigurement) a person or domesticated animal, but it does not include an animal which bites or in any other manner, attacks or attempts to attack any person or animal within the City, except that any animal that bites, attacks, or attempts to attack any injures a person or animal which is unlawfully upon its owner's or keeper's premises premise, or which is provoked to attack, shall not be. Vicious animal includes an animal that inflicts a bite after it has been deemed a vicious animal Dangerous Animal, regardless of severity of such bite.

~~(Ord. No. 725, 2-9-22)~~

Cross reference(s) —) - Rules of Construction, Definitions and rules of construction, Generally, § 1-2.

~~SEC. 3-4. SERVICE ANIMALS~~ 3-3. PERJURY.

~~A. (a) — A person with a disability who is using a qualified service animal, as defined by the American Disability Act (ADA), shall be admitted to any building open to the public~~

~~and to all other public accommodations and shall be allowed access to all common carriers; provided that the qualified service animal is under the control of an owner, a trainer or a handler of the qualified service animal. A person shall not deny an individual with a qualified service animal entry to a building open to the public or to any public accommodation or deny access to a common carrier, regardless of any policy of denying pets entry to that building, public accommodation or common carrier. A person shall not be required to pay any additional charges for the qualified service animal, but may be liable for any damage done by the qualified service animal; provided that persons without disabilities would be liable for similar damage; and~~

~~B.A. (b) This section does not require a public accommodation or common carrier to permit an owner, trainer or handler using a qualified service animal to have access to a public accommodation or common carrier in circumstances in which the individual's use of the qualified service animal poses a direct threat of significant harm to the health or safety of others.~~

~~Credits L. 1989, Ch. 242, § 2; L. 1999, Ch. 262, § 2; L. 1999, Ch. 288, § 2; L. 2005, Ch. 224, § 3, eff. June 17, 2005; L. 2013, Ch. 57, § 3, eff. June 14, 2013. § 28-11-3. Admittance of qualified assistance animals, State of New Mexico~~

~~(Ord. No. 725, 2-9-22)~~

~~SEC. 3-5. CRUELTY.~~

~~A. (a) Physical abuse. It is unlawful for any person to willfully or maliciously kill, maim, disfigure, torture, beat with a stick, chain, club, or other object, mutilate, burn, or scald any animal; except that reasonable force may be employed to drive off vicious or trespassing animals. When a Law Enforcement Officer or an Animal Control Officer has probable cause to believe that an animal has been cruelly treated, the officer may impound the animal for its protection pending appropriate court proceedings.~~

It is unlawful for any person to make any false affidavit, or knowingly swear or affirm falsely to any document, matter or thing required to be sworn or affirmed by the terms of this Chapter.

~~SEC. (b) Work cruelty. It~~ **3-4. NO PRIVATE CAUSE OF ACTION.**

Nothing in this article is unlawful for any person intended to drive or work any animal cruelly.

~~(c) Animal in a vehicle. It shall be unlawful for any owner/responsible party to place or confine an animal in a motor vehicle without allowing cross ventilation and under no circumstance shall a person confine any animal in any parked, closed vehicle on any public way or~~ **create a private cause of action.**

ARTICLE II. ADMINISTRATION OF CHAPTER

SEC. 3-5. ANIMAL CONTROL OFFICERS.

The City Manager is responsible for the administration of this chapter. Reasonable rules and regulations shall be prescribed by the Commission to carry out the intent and purpose of this chapter, pursuant to standards created by this chapter. ~~street for any amount of time that would endanger, or create an adverse condition placing at risk the health or well-being of such animal due to temperature, lack of food or potable water or such other conditions as may be reasonably expected that may cause suffering, disability or death. Any animal control or law enforcement officer observing an animal kept in violation of this section may take emergency measures, as defined by the definitions of this article and impound the animal. In addition to all other defenses and immunities provided by law, any such officer taking emergency measures for the purpose of this section shall be immune from suit or liability, criminal or civil, caused by or arising from the emergency measures taken.~~

(d) ~~Care and maintenance. It is unlawful for any person to fail, refuse, or neglect to provide any animal in his charge or custody, as owner or otherwise, with:~~

- ~~(1) Adequate food.~~
- ~~(2) Adequate water.~~
- ~~(3) Adequate shelter.~~
- ~~(4) Adequate shade.~~
- ~~(5) Adequate space.~~

(e) ~~[Unattended animals.] No animal shall be left unattended for more than 24 hours.~~

(f) ~~[Grooming.] No owner or responsible party shall fail to provide necessary grooming of the coat in order to prevent matting, skin irritation, distress or pain, trapping of fecal matter, and loss of the ability to protect the animal from adverse weather conditions. An animal shall not be so dirty that it becomes matted as to provide a home for parasites and insects. No animal shall be allowed to have a foreign object embedded in its hide, fur or skin other than a microchip or a medical device implanted by a licensed veterinarian.~~

(g) ~~Veterinary care. It is unlawful for a person to have, keep or harbor an animal which is seriously sick or injured, including suffering from starvation, or severe thirst without providing proper veterinary care. An animal shall be afforded immediate veterinary care if it is known or suspected to be ill or injured. No person shall perform procedures such as ear cropping, de-barking, tail docking on an animal, or otherwise endanger an animal's well-being. Procedures completed by a licensed veterinarian in accordance to their standard practices shall not be considered cruelty.~~

(h) — Abandonment. It shall be unlawful for any person being the owner/responsible party of a dog, cat, or other domesticated animal or pet to abandon such animal. Abandonment includes dumping of an animal from a moving or stationary motor vehicle. This section shall not apply to voluntary relinquishments to an animal rescue organization, animal control center, animal control officer, licensed veterinarian, or another person.

(i) — Poisoning. Intentionally or knowingly poison or attempts to poison any domestic animal. For purposes of this section, "poison" or "attempt to poison" includes the act of placing food, water, or lure of another sort which contains poison or contains health threatening foreign objects, such as glass or metal, in a location where any animal may be attracted.

(j) — Uncared for animals. Whenever the animal control officer, Code Enforcement Officer, or designated representative finds that any animal is or will be without proper care because of injury, illness, incarceration, or other involuntary absence of the owner or responsible party for the care of such animal, the Animal Control Officer shall make arrangements for the care of the animal.

(k) — Injury by motorists. Every operator of a motor or other self-propelled vehicle upon the streets and ways of the City shall immediately, upon injuring, striking, maiming, or running down any animal, give such aid as is reasonably able to be rendered. ~~In the absence of the owner, he/she shall immediately notify the Police, furnishing sufficient facts relative to such injury. It is the duty of such operator to remain at or near the scene until such time as the appropriate authorities arrive and, upon the arrival of such person, such operator shall immediately identify themselves to the appropriate authorities.~~ Alternatively, in the absence of the owner, a person may give aid by taking the animal to a veterinary hospital or the Animal Shelter and notifying the Police. Such animal shall be deemed an uncared for animal within the meaning of subsection (j) of this section. Emergency vehicles are excluded from this provision.

(l) — Hobbling livestock. It is unlawful for any person to hobble livestock or other animals by any means which may cause injury or damage to any animal.

(m) — Keeping of diseased animals. It is unlawful for any person to have, keep, or harbor any animal which is infected with any dangerous disease. The Animal Control Officer may impound such diseased animal in accordance with the provisions of this article. All such animals impounded may be destroyed humanely as soon as is conveniently possible. In the case of destruction of such animal, the Animal Control Officer or designee shall not be required to give any of the notices provided in this article. This section shall not be construed to include veterinary hospitals or animals under active veterinary care.

(n) — Fights. It is unlawful for any person to promote, stage, hold, manage, conduct, carry on, or attend any game, exhibition, contest, fight, or combat between one or more animals or between animals and humans in which one or more animals are engaged for the purpose of injuring, killing, maiming, or destroying themselves or any other animal. ~~This includes any animal used as a "bait animal" as defined in the definitions of this Chapter.~~

(o) — Fowl; impounding; crating. It is unlawful for any person to confine any wild or domestic fowl or birds unless provisions are made by each person for the proper feeding and the furnishing of water to such fowl or birds at intervals not longer than 12 hours. No person shall impound any wild or domestic fowl or birds in a crate, box or other enclosure, which does not permit each fowl or bird impounded therein to stand in a naturally erect position.

(p) — Tormenting. It shall be unlawful for any person to willfully torment any and all animals by any means, such as throwing rocks, yelling or giving chase in any manner. No person shall purposely cause a dog to bark unnecessarily or annoy such animal to the point the animal will attempt to attack a person or other animal.

(q) — Songbirds, killing and robbing of nest prohibited. ~~It is unlawful for any person to willfully kill any songbird, or to molest or rob the nest of such bird.~~

~~(Ord. No. 725, 2-9-22)~~

State law reference(s) — Cruelty to animals, NMSA 1978, § 30-18-1.

~~SEC. 3-6. SALE.~~

(a) — Use of public property. No person shall display, sell, or offer for sale, barter, give away, or otherwise dispose of any animal upon any street, sidewalk, public park or private business, unless said private business is properly licensed or such person is acting on behalf of the Truth or Consequences Animal Shelter during an adoption event.

~~A. (b) — Rabbits or fowl. No person shall sell, offer for sale, barter, or give away any baby rabbits under four weeks of age. Nothing in this section shall be construed to prohibit the raising of rabbits and fowl by a private individual for his personal use and consumption, provided that he shall maintain proper brooders and other facilities for the care and containment of such animals while they are in his possession.~~

~~B.A. (c) — Premiums and novelties. No person shall offer as a premium prize, award, novelty, or incentive to purchase merchandise any live animal.~~

~~C.A. (d) — Turtles. No person shall offer for sale, sell, barter, or give away turtles, except in conformance with appropriate federal regulations.~~

~~D.A. (e) — Sale of un-weaned animals. A person shall not sell, offer for sale, transfer, or adopt a dog, cat, or ferret under eight weeks of age, or a guinea pig, hamster, or rabbit under four weeks of age. However, in no event shall an animal be sold, transferred or adopted until it is fully weaned and capable of eating on its own to sufficiently maintain proper body condition as determined by the breed and species of the animal. Nothing herein shall prohibit the transfer of animals between Animal Shelters and animal rescue organizations or prohibit the sale, transfer, or adoption of an un-weaned animal if accompanied by a nursing female.~~

~~(Ord. No. 725, 2-9-22)~~

~~SEC. 3-7. WILD ANIMALS PROHIBITED.~~

(a) — ~~No person shall keep an animal of a species prohibited or protected by Title 50 of the Code of Federal Regulations or by the appropriate state regulations or statutes.~~

~~A. (b) — No person shall keep any animal which is wild, fierce, dangerous, noxious, or naturally inclined to do harm except where 1) adequate protective devices are provided to prevent such animals from escaping or injuring the public, and 2) a proper license is obtained in accordance with section 3-8. If such requirements are met, they may be kept in a zoological park, pet shop, veterinary hospital, animal shelter, public laboratory, circus, amusement show, educational facility, scientific facility, or in the control of a humane society.~~

(c) — ~~Wild animals prohibited. "Wild animal" means any animal of a species that in its natural life is wild, dangerous, or ferocious and though it may be trained and domesticated will remain dangerous to others and may injure or kill a citizen in the City. Those animals, however domesticated, shall include but are not limited to:~~

(1) — ~~Dog family (Canidae). All except domesticated dogs, including wolf, fox, coyote, dingo, etc.~~

(2) — ~~Cat family (Felidae). All except the commonly accepted domesticated cats, including lions, pumas, panthers, mountain lions, wild cats, etc.~~

(3) — ~~Bears (Ursidae). All bears, including grizzly bears, brown bears, black bears, etc.~~

(4) — ~~Weasels (Mustelidae). All, including weasels, martins, mink, wolverine, ferrets, badgers, otters, ermine, mongoose, etc.~~

(5) — ~~Porcupine (Erethizontidae).~~

(6) — ~~Venomous snakes.~~

(7) — ~~Venomous lizards, alligators, and crocodiles.~~

~~Powers to enforce the chapter are delegated to the Chief of Police and may be delegated by the Chief of Police to the appointed Animal Control Officers, Code Enforcement Officer or Police Officers as he may deem expedient.~~

~~(Ord. No. 725, 2-9-22)~~

~~State law reference(s) — Sale, purchase, trade and possession of certain animals regulated, NMSA 1978, § 77-18-1) - Municipal Authority to designate Animal Control Officer, NMSA, § 77-1-15.1B, New Mexico Administrative Code 7.4.2.17.~~

SEC. 3-6. AUTHORITY OF ANIMAL CONTROL OFFICERS.

- A. Animal Control Officers and/or Truth or Consequences Police Officers shall have the authority to issue citations for violations of this Chapter within the corporate limits of the city or in other areas of jurisdiction as specified in agreements with other entities.

Truth or Consequences Police Officers and those designated or assigned ~~SEC. 3-8. LICENSING WILD ANIMALS.~~

~~(a) — Any person owning a wild animal covered by this section at the time of enactment of this Chapter may license such animal in accordance with law. A fee set by resolution shall be charged for such licensing through the City.~~

~~(b) — For the purpose of humanely trapping wild animals such as skunks and domesticated dogs or cats which may be a menace to the public, the Animal Control Officer may maintain such traps as are constructed for the purpose of trapping a live animal without serious risk of injury to the trapped animal and which may be placed on private property at the request of the owner thereof. Traps shall be baited only inside the trap and shall be checked not less than twice a day by the Animal Control Officer or the property owner requesting the placement of such traps. All such trapping shall be in conformity with state law.~~

~~(Ord. No. 725, 2-9-22)~~

~~SEC. 3-8.1. MULTI-ANIMAL SITE PERMIT AND KENNEL PERMIT.~~

~~(a) — It shall be unlawful for a property owner, tenant, lessee, or authorized resident of said property, to possess or harbor more than four animals in any combination thereof, three months of age or older on their residential or business premises without a multi-animal site permit.~~

~~(b) — If a business premises is being used for the buying, selling, breeding, training, fostering, rescuing, or boarding of animals, said business shall apply for a kennel permit.~~

~~(c) — Animals belonging to visitors who are located within city limits and who stay in a household or lodging establishment longer than 30 days in a calendar year shall be included in the calculation of total animals for said location and the owner of the animal shall be required to comply with all applicable sections contained in this chapter.~~

~~(d) — No person shall keep or operate a residential or commercial multi-animal site without a permit issued by the city. All business applicants must have a valid business license issued through the city at the time of application.~~

~~(e) — Veterinary hospitals or clinics shall be exempt from the kennel permit licensure requirement of this chapter unless the veterinary hospital or clinic engages in the non-veterinary medical boarding of animals.~~

~~1)-(f) — Any person who operates or proposes to operate a residential or commercial multi-animal site shall file an application for a permit with the police~~

department, describing the location of the site, and the purpose for which it is to be maintained. ~~An initial non-refundable fee, established by resolution, for residential or commercial Multi-Animal Sites must accompany any application to defray the cost of processing the request.~~

(g) — Upon receipt of payment, the police department shall forward the application to the Planning and Zoning Department. All applications for multi-animal site and kennel permits shall undergo a special use permit process pursuant to the procedure detailed in section 11-5-6 of the City's Planning and Zoning Code.

~~1) (h) — An onsite visit of the premises shall occur by the animal control and designated zoning official or administrator prior to a hearing before the City's Planning and Zoning Board to verify compliance with this section and/or other applicable zoning regulations. If any provision of this section is in conflict with the provision of any applicable zoning regulation, the provision of the zoning regulation shall control.~~

(i) — All animals listed on the application three months of age or over must be vaccinated for rabies and possess a city animal license tag.

(j) — All multi-animal residential or commercial site permits and kennel permits must be renewed annually at a fee established by resolution.

(k) — There shall not be more than seven animals in any combination thereof for multi-animal residential or commercial site permits. The maximum animal occupancy for kennel permits shall be determined based upon the recommendation of the animal control officer or designated zoning official or administrator to ensure there is adequate space and adequate shelter to ensure sanitary and safe conditions.

~~(l) — An application may be denied if the applicant or animal owner shows a history of noncompliance with sections contained in this chapter as evidenced by two or more convictions of violations during the preceding 12 months. Any past city permit or license revocations may be considered in decision making process of whether to approve or deny a permit under this section.~~

(m) — Multi-animal site and kennel permit holders shall allow the animal control officer, police officer, designated zoning official or administrator or other city official to enter and inspect the premises for compliance with this section and/or any other city municipal code or ordinances during normal business hours.

~~1) (n) — A Multi-Animal Site Permit or Kennel Permit may be revoked when, in the opinion of the designated zoning official or administrator or Animal Control Officer, any one or more the following conditions exist:~~

~~i. (1) — The premises or enclosures are not maintained in a clean, safe, and sanitary condition and are a health, fire, or public safety hazard or produce noxious odors.~~

(2) — ~~The number of animals exceeds the number allowed under the permit.~~

(3) — ~~Any other violation listed under this chapter or sections.~~

~~1) (o) — In cases where a Multi-Animal Site Permit or Kennel Permit is revoked, the permittee shall be notified in writing via the mailing address listed on their permit application. The revocation letter shall state the reasons said permit has been revoked and the option to file a written appeal with the City Manager or their designee within ten business days of the date listed on the revocation letter. Written appeals shall be hand delivered to City Clerk's Office within the allotted timeframe. The City Manager or their designee may review the appeal and reverse the decision, modify the decision, or deny the appeal and uphold the initial revocation.~~

~~1) (p) — If a Multi-Animal Site Permit or Kennel Permit has been revoked, said applicant and/or location of where the permit was issued shall not be allowed to apply or obtain another permit within city limits for a period of at least two years from the date of revocation.~~

~~(Ord. No. 725, 2-9-22)~~

~~SEC. 3-8.2. STERILIZATION AGREEMENT/DEPOSIT FOR SPAYING AND NEUTERING OF DOGS AND CATS.~~

(a) — ~~It is the intent of the City for all dogs and cats over the age of 6 months to be spayed/neutered. Therefore no animal cat or dog shall be released from the animal shelter to an adopting person unless it has been spayed/neutered or a sterilization agreement has been signed and a sterilization deposit set by resolution has been paid.~~

~~A. (b) — The sterilization deposit shall be reimbursed only upon presentation of a receipt from a veterinarian that the adopted animal has been sterilized within 30 days of the date of adoption for cats/dogs over the age of six months or by six months of age for kittens and puppies.~~

~~B.A. (c) — An unsterilized animal reclaimed by its owner shall be released without being sterilized upon payment of the sterilization deposit and impoundment/boarding fees imposed by the shelter and set by resolution, and the owner shall sign an agreement stating he/she will sterilize the animal within 30 days after release or will obtain a breeder permit or its equivalent. The sterilization deposit may be reimbursed upon presentation by the owner of a receipt from a veterinarian that the animal has been sterilized within 30 days of release.~~

~~(Ord. No. 725, 2-9-22)~~

State law reference(s) — ~~NMSA § 77-1-20 (2019); History: Laws 1993, ch. 43, § 3~~

~~SEC. 3-8.3. FEMALE DOGS OR CATS IN ESTRUS (HEAT) TO BE CONFINED.~~

It shall be unlawful for any owner/responsible party to fail to securely confine any un-spayed animal in the state of estrus (heat), in a house, building or proper enclosure, in such a manner that such animal cannot come in contact with another animal except for planned breeding, and such that the animal does not create a nuisance by attracting other animals. ~~When outside on the property of the owner, for metabolic waste elimination, the animal must be physically restrained with a hand-held leash. Owners/responsible party who do not comply may be ordered to remove the animals in estrus (heat) to a boarding kennel, veterinary hospital or Animal Shelter. All expenses incurred as a result of the confinement shall be paid by the owner/responsible party of the animal. Failure to comply with the removal order shall be a violation of this Section and the animal shall then be impounded as prescribed in this Title.~~

~~(Ord. No. 725, 2-9-22)~~

~~**SEC. 3-9. ENFORCEMENT AND INTERFERENCE WITH ENFORCEMENT.**~~

(a) — ~~The civil and criminal provisions of this chapter shall be enforced by those persons or agencies designated by the City Manager.~~

(b) — ~~It shall be a violation of this chapter for any person to interfere, hinder or molest any Animal Control Officer or Police Officer in the performance of their duties.~~

~~(Ord. No. 725, 2-9-22)~~

~~**SEC. 3-10. RESERVED.**~~

~~**SEC. 3-11. PENALTY FOR VIOLATION OF CHAPTER.**~~

~~A. Any person who violates any of the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished in accordance with section 1-10, with each conviction carrying a mandatory minimum fine of \$100.00.~~

~~(Ord. No. 725, 2-9-22)~~

~~**SEC. 3-12. DECEASED ANIMAL DISPOSAL REQUIREMENTS.**~~

~~A. (a) — Owner responsibility. The owner/responsible party having care, custody or control of an animal carcass shall be responsible for its removal within 24 hours of death if the animal is not to be used for human consumption.~~

~~B.A. (1) — An animal carcass may be disposed of in one of the following ways:~~

~~a. — Burial of the animal carcass on the owners land under the following conditions:~~

- ~~i. — The bottom of the burial pit must be at least three feet above the water table.~~
- ~~ii.i. — If possible, choose a site where the soil is heavier and less permeable.~~
- ~~iii.i. — Flat areas are best. Avoid areas sloping toward water or arroyos.~~

~~iv.i. • Ensure the pit is sized to allow soil to cover mortalities to a depth of at least three feet.~~

~~2)1) b. Cremation by a licensed facility where the remains can be sealed in an acceptable urn for return to the animal owner or disposed of by the facility.~~

~~i. • The cremation of the carcass will be at the expense of the animal owner.~~

~~3)1) (b) Removal. The Animal Control Officer may remove any animal carcass from the roadway or other public property. The Animal Control Officer and/or T or C Animal Shelter staff shall make reasonable efforts to notify the animal's owner if known in the event of the animal's death.~~

~~i. (1) Animal Control Officer may dispose of the animal carcass at the T or C Animal Shelter as authorized after microchip scanning and making reasonable efforts to notify the animal's owner. If an owner is located and request that the Animal Shelter dispose of the carcass, then the owner/responsible party will be responsible for the disposal fee.~~

~~ii.i. (2) Animal Control Officer shall turn over any tags or other identification found on an animal carcass to the T or C Animal Shelter.~~

~~(c) Removal fee. The Animal Control Officer may, but is not obligated to, provide for the removal of an animal carcass from private property at the request of the animal owner or property owner for a fee.~~

~~(1) The fee amount shall be established by resolution; or~~

~~iii.i. (2) The fee amount shall be established by most current rate schedule as provided by the current licensed facility, contracted with the City of Truth or Consequences, for cremation services.~~

~~1. a. This fee schedule is based on the weight of the carcass.~~

~~(Ord. No. 725, 2-9-22)~~

~~SECS. 3-13 3-25. RESERVED.~~

~~ARTICLE II. CONTROL~~

~~DIVISION 1. GENERALLY~~

~~SEC. 3-26. AUTHORITY OF ANIMAL CONTROL OFFICERS.~~

~~A.B. (a) The office of animal control officer is hereby created. The chief of police will assign that duty as needed. The animal control officer shall be charged with all duties pertaining to the enforcement of ordinances regulating or controlling animals and fowl within the corporate limits of the city or in areas of other areas of jurisdiction as specified~~

~~in agreements with other entities~~ by the Chief of Police, shall have the authority to investigate upon probable cause any alleged violation of this Chapter.

(b) ~~An Animal Control Officer~~ Officers and Truth or Consequences Police Officers shall wear a uniform and shall wear a badge identifying such officer as an animal control officer.

~~B.C.~~ (c) ~~It shall be~~ have the duty of the animal control officer authority to take up and impound any animal or fowl authorized to be impounded by this Code Chapter or by other ordinances within the specified agreements with other entities.

(d) ~~It shall be the duty of the animal control officer to investigate all reported violations of animal control ordinances and to attempt, when appropriate, to solve such problems through conferences and issuance of citations or complaints filed with the appropriate court.~~

~~(Ord. No. 725, 2-9-22)~~

D. Animal Control Officers shall wear a uniform and a badge identifying such officer as an Animal Control Officer.

State law reference(s) ~~—~~ - Municipal Authority to designate Animal Control Officer, NMSA 1978, § 77-1-15.1B, New Mexico Administrative Code 7.4.2.17.

SEC.

~~SEC. 3-27.~~ 7. ESTABLISHMENT OF ANIMAL SHELTER.

There is hereby established an Animal Shelter which shall be located at a location designed by the Commission.

~~(Ord. No. 725, 2-9-22)~~

~~(Ord. No. 725, 2-9-22)~~

SEC. 3-28. 8. ANIMAL SHELTER, HOURS OF BUSINESS.

The Animal Shelter of the City of Truth or Consequences shall be kept open to the general public for the transaction of business during the hours set by the City Manager.

(Ord. No. 725, 2-9-22)

SEC. 3-9. SAFEKEEPING OF ANIMALS BY THE ANIMAL SHELTER.

A. A Law Enforcement Officer, Animal Control Officer, or animal owner or person designated by an animal owner, may require a Domestic Animal to be placed in the care and custody of the Animal Shelter to ensure that the Domestic Animal is properly cared for. In these situations, the safekeep of the Domestic Animal at the expense of the owner shall only occur for a period of:

- 1) Not more than ten (10) calendar days for a person on a Medical Hold. After ten (10) calendar days the Domestic Animal may become property of the Animal Shelter and a boarding fee established by resolution may be applied.

-
- 2) Not more than ten (10) calendar days for a person on an Incarceration Hold. After ten (10) calendar days the Domestic Animal may become property of the Animal Shelter and a boarding fee established by resolution may be applied.
- B. The owner shall be responsible for contacting a designated person or organization to pick up the Domestic Animal from the Animal Shelter and the owner shall contact the Animal Shelter and provide authorization for such person or organization to take custody of the Domestic Animal to the Animal Shelter.
- C. After the safekeep period has expired, the animal is no longer classified as a safekeep the Domestic Animal may be considered abandoned and become property of the Animal Shelter unless the owner or designated party notifies the Animal Shelter of a date and time the Domestic Animal will be picked up, not to exceed an additional 72 hours at the owner's expense. No Domestic Animal shall be released from the Animal Shelter until all fees are paid in full. Fees may be waived or reduced by the City Manager or Designee of the City Manager. Owners who knowingly abandon or fail to arrange for pickup of their Domestic Animal at the Animal Shelter may be prosecuted under other sections within the Municipal Code.

(Ord. No. 725, 2-9-22)

~~SEC. 3-29. IMPOUNDMENT.~~

~~It is the duty of the Animal Control Officer to take up and impound in the Animal Shelter any stray or any animal kept or maintained contrary to this chapter, including any animal that is allegedly creating a public nuisance.~~

~~(Ord. No. 725, 2-9-22)~~

~~State law reference(s) — Municipal authority to impound and dispose of animals running at large, NMSA 1978, § 3-18-3A(3).~~

~~SEC. 3-30. IMPOUNDING ESTRAYS; RECORDS; REDEMPTION FEES; NOTICE.~~

- ~~(a) — No person shall, without the knowledge or consent of the owner, hold or retain possession of any animal of which he is not the owner for more than 24 hours without first reporting the possession of such animal to the animal control officer, giving his/her name and address, a true and complete statement of the circumstances under which the animal was taken, and the location where such animal is confined.~~
- ~~(b) — It is unlawful for any person taking up an animal to fail to give the notice required in subsection (a) of this section and for any person having such animal in his/her possession to fail or refuse to immediately surrender such animal to the Animal Control Officer upon demand thereof.~~
- ~~(c) — If an stray animal is wearing a license or other identification, it shall be returned to the owner and a citation may be issued. If an stray animal is not wearing a license or other~~

identification, the animal shall be confined for a 72-hour period at the Animal Shelter. The Animal Shelter may dispose of estray animals impounded under this section according to their policies and procedures the day after the required impoundment period.

(d) — ~~No dog or cat that has been impounded by the Animal Shelter will be sold for the purpose of breeding or resale.~~

(e) — ~~An animal which continues to be an alleged nuisance may be impounded by the Animal Control Officer until such time as a judgment is made by the Municipal Court.~~

(f) — ~~Animals confined/impounded to the Animal Shelter may be released to the rightful owner or designee after all applicable fees have been paid. Owner shall bear the cost of any expenditures while animal is confined including veterinary services.~~

(g) — ~~Reserved.~~

(h) — ~~Fines for violations of this article shall be in accordance with the provisions of section 1-10.~~

~~(Ord. No. 725, 2-9-22)~~

~~SEC. 3-31. RESTRAINT OF ANIMALS.~~

(a) — ~~Physical restraint. A person owning or having charge, custody, or care over an animal shall keep the animal under humane physical restraint at all times.~~

(b) — ~~Dragging; hobbling. A person shall not hobble an animal, or tether or attach any animal to any object that can be dragged or moved by the animal. Such an animal, if not otherwise restrained by immediate control or enclosure, shall be considered by the animal control officer to be unrestrained. This shall not apply to livestock animals being properly used for work purposes.~~

(c) — ~~Owner's premises. A person owning or having care, custody, or control over an animal on his or her premises shall restrain the animal either by a secure enclosure or by immediate control.~~

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

(2) — ~~A person owning or having care, custody, or control over an animal on his or her premises may use a tether as a means of restraint only if:~~

~~i. a. — The tethered animal has access to adequate food, water, shade and shelter.~~

~~ii.i. b. A tether used to restrain a dog shall be at least 12 feet in length. Such tether shall not enable the animal to reach beyond the owner's property.~~

~~iii.i. c. A tether used to restrain an animal shall be affixed to a properly fitting collar or harness worn by the animal. A person shall not wrap a chain or tether directly around the neck or other body part of the animal.~~

~~iv.i. d. A tether used to restrain an animal shall be fastened so that the animal may sit, walk, and lie down using natural motions. Such tether shall be unobstructed by objects that may cause the tether or animal to become entangled, strangled or denied access to adequate necessities.~~

~~2)1) (3) Voice commands are not an acceptable form of restraint.~~

(d) — Public premises. A person owning or having care, custody, or control over an animal off of his or her premises shall keep the animal under immediate control.

(1) — ~~While restrained off premises under the immediate control of the owner or responsible party, the animal must be on a leash that shall enable the handler to maintain control of the animal. The leash shall not exceed six feet in length while the animal is in and around the inhabitants of the city.~~

(2) — ~~A person shall not carry an animal in or upon any vehicle in a cruel, inhumane, or unsafe manner. Animals carried in the open flatbed vehicle shall be crated or restrained upon a non-slick surface and in a manner that prevents the animal from falling out of the vehicle. At no time is an animal allowed to sit or stand in the drivers lap while the vehicle is being operated on any public roadway.~~

~~3)1) (3) A person in charge of an amphibian or reptile away from the owner's premises shall keep the animal secured within a closed container that will not expose people unexpectedly to the animal.~~

(4) — Voice commands are not an acceptable form of restraint.

(e) — Property of others. A person owning or having care, custody, or control over an animal shall not detain or restrain an animal upon another person's private property without having permission from the resident or owner of such property.

~~4)1) (1) If the resident or owner does not permit the animal being detained or restrained upon such property, the animal may be taken up and impounded by the Animal Control Officer at the request of the resident or owner.~~

(2) — ~~If the owner of a rented or leased property does not approve of an animal being restrained or detained by the resident on such property, the dispute shall be regarded by the animal control officer as a civil matter.~~

(f) ~~Multiple dwelling unit. An owner, manager, agent, or governing board of any multiple dwelling unit, including mobile home parks and gated communities, shall not permit or authorize any animal to be unrestrained upon the common areas of the multiple dwelling unit, except upon such areas and within such enclosures specifically designated for such activity.~~

(g) ~~Exceptions:~~

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

(2) ~~A hunting, tracking, or show dog that is under the control and supervision of the owner or handler shall not be considered as unrestrained while performing in or being trained for those capacities.~~

~~Each animal cited as a violation under this section is considered a separate offense. Upon a second conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum of \$100.00 per offense. Upon a third or subsequent conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum \$250.00 per offense. The fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the court.~~

~~(Ord. No. 725, 2-9-22)~~

~~SEC. 3-32. BREAKING INTO ANIMAL CONTROL CENTER, ANIMAL CONTROL VEHICLE.~~

~~It is unlawful for any person to break open any pound, center, trap, or animal control vehicle wherein animals are impounded by the Animal Control Officer of the City, or in any other way to remove or assist in the removal of any animal from such pound, center, trap, or vehicle without lawful permission.~~

~~(Ord. No. 725, 2-9-22)~~

~~SEC. 3-33. SEIZURE OF ANIMALS NOTICE.~~

- A. (a) — An Animal Control Officer, or designee who reasonably believes that the life or health of an animal to include Livestock is endangered due to cruel treatment may apply to ~~the municipal~~ **a court of proper jurisdiction** in the ~~city~~ **county** where the animal is located for a warrant to seize the animal.
- B. (b) — If the court finds probable cause that the animal is being cruelly treated, the court shall issue a warrant for the seizure of the animal. The court shall also schedule a hearing on the matter as expeditiously as possible within ten business days unless good cause is

demonstrated by the city for a later time and such extension is approved by ~~the municipal court judge~~ **a judge with proper jurisdiction to enforce this Chapter.**

- C. ~~(e)~~—Written notice regarding the time and location of the hearing shall be provided to the owner of the seized animal. The court may order publication of a notice of the hearing in a newspaper closest to the location of the seizure.
- D. ~~(d)~~—If the owner of the animal cannot be determined or cannot be located, a written notice regarding the circumstances of the seizure shall be conspicuously posted where the animal is seized at the time the seizure occurs.
- E. ~~(e)~~—At the option and expense of the owner, the seized animal may be examined by a veterinarian of the owner's choice if approved by ~~the municipal court judge~~ **a judge with proper jurisdiction to enforce this Chapter.**
- F. ~~(f)~~—If the animal is a type of Livestock, seizure shall be pursuant to Chapter 77, Article 18 NMSA 1978.

(Ord. No. 725, 2-9-22)

State law reference(s)— ~~—) – Seizure of Animals; Notice, NMSA-1978, § 30-18-1.1 (1996 through 1st Sess 50th Legis).~~

SEC. 3-34-11. DISPOSITION OF SEIZED ANIMALS.

- A. ~~(a)~~—If the court finds that a seized animal is not being cruelly treated and that the animal's owner is able to provide for the animal adequately, the court ~~shall~~ **may order the return of** the animal to its owner.
- B. ~~(b)~~—If the court finds that a seized animal is being cruelly treated or that the animal's owner is unable to provide for the animal adequately, the court ~~shall hold a hearing to determine the disposition of~~ **may order the animal be relinquished to the Animal Shelter or other facility.**
- C. ~~(c)~~—An animal control agency operated by the municipality, or an Animal Shelter or other animal welfare organization designated by an animal control agency or an Animal Shelter, in the custody of which an animal that has been cruelly treated has been placed may petition the court to request that the animal's owner may be ordered to post security with the court to indemnify the costs incurred to care and provide for the seized animal pending the disposition of any criminal charges of committing cruelty to animals pending against the animal's owner.
- D. ~~(d)~~—The court shall determine the amount of security while taking into consideration all of the circumstances of the case including the owner's ability to pay and may conduct periodic reviews of its order. If the posting of security is ordered, the animal control agency, Animal Shelter or animal welfare organization may, with permission of the court, draw from the security to indemnify the costs incurred to care and provide for the seized animal pending disposition of the criminal charges.

E. ~~(e)~~—If the owner of the animal does not post security within ~~15~~**13** days after the issuance of the order, or if, after reasonable and diligent attempts the owner cannot be located, the animal may be deemed abandoned and relinquished to the animal control agency, Animal Shelter or animal welfare organization for adoption, **transfer out** or humane destruction.

F. ~~(f)~~—Nothing in this section shall prohibit an owner from voluntarily relinquishing an animal to an animal control agency or shelter in lieu of posting security. A voluntary relinquishment shall not preclude further prosecution of any criminal charges alleging that the owner has committed cruelty to animals.

~~(g) — Upon conviction, the court shall place the animal with an animal shelter or animal welfare organization for placement or for humane destruction.~~

G. ~~(h)~~—As used in this section, "Livestock" means ~~all domestic or domesticated animals that are used or raised on a farm or ranch and exotic animals in captivity and includes~~**any of the large or small Livestock, including, but not limited to** horses, asses, mules, cattle, mules, donkeys, burros, swine, goats, sheep, ~~goats, swine, bison, poultry, ostriches, emus, rheas, camelids and farmed Cervidae~~ but does not include canine or feline animals**and fowl, including, but not limited to, chickens, guinea hens, ducks, turkeys, geese, quail, or pigeons or any other Domestic Animals typically used in the production of food, fiber, or other products or activities defined by the city manager as agricultural.**

(Ord. No. 725, 2-9-22)

~~(Ord. No. 725, 2-9-22)~~

State law reference(s)—**Disposition of Seized Animals**, NMSA-1978, § 30-18-1.2 ~~(1996 through 1st Sess 50th Legis)~~.

SEC. 3-~~35~~-12. COSTS OF SEIZED ANIMALS.****

A. ~~(a)~~—Upon conviction, a defendant shall be liable for the reasonable cost of boarding the animal and all necessary veterinary examinations and care provided to the animal. ~~The amount of these costs shall be offset by the security posted pursuant to section 3-36. Unexpended security funds shall be returned to the owner.~~

B. ~~(b)~~—In the absence of a conviction, the seizing agency shall bear the costs of boarding the animal and all necessary veterinary examinations and care of the animal during the pendency of the proceedings, return the animal, if not previously relinquished, and all of the security posted ~~pursuant to section 3-36.~~

(Ord. No. 725, 2-9-22)

~~(Ord. No. 725, 2-9-22)~~

State law reference(s)—**Costs**, NMSA-1978, § 30-18-1.3 ~~(1996 through 1st Sess 50th Legis)~~.

SEC. 3-13. STERILIZATION AGREEMENT/DEPOSIT FOR SPAYING AND NEUTERING DOGS AND CATS.

- A. It is the intent of the City for all dogs and cats over the age of 4 months to be spayed/neutered. Therefore, no cat or dog shall be released from the Animal Shelter to an adopting person unless it has been spayed/neutered or unless a sterilization agreement has been signed and a sterilization deposit set by resolution has been paid.
- B. The sterilization deposit shall be reimbursed only upon presentation of a receipt from a veterinarian that the adopted animal has been sterilized within 30 days of the date of adoption for cats/dogs over the age of six months or by six months of age for kittens and puppies.
- C. An unsterilized animal reclaimed by its owner shall be released without being sterilized upon payment of the sterilization deposit and impoundment/boarding fees imposed by the shelter and set by resolution, and the owner shall sign an agreement stating he/she will sterilize the animal within 30 days after release or will obtain a breeder permit or its equivalent. The sterilization deposit may be reimbursed upon presentation by the owner of a receipt from a veterinarian that the animal has been sterilized within 30 days of release.

(Ord. No. 725, 2-9-22)

State law reference(s) – Sterilization Agreement and Sterilization Deposit Required, NMSA, § 77-1-20.

SEC. 3-14. QUALIFIED SERVICE ANIMALS.

- A. A person with a disability who is using a qualified service animal, as defined by the American Disability Act (ADA), shall be admitted to any building open to the public and to all other public accommodations and shall be allowed access to all common carriers; provided that the qualified service animal is under the control of an owner, a trainer or a handler of the qualified service animal. A person shall not deny an individual with a qualified service animal entry to a building open to the public or to any public accommodation or deny access to a common carrier, regardless of any policy of denying pets entry to that building, public accommodation or common carrier. A person shall not be required to pay any additional charges for the qualified service animal, but may be liable for any damage done by the qualified service animal; provided that persons without disabilities would be liable for similar damage; and
- B. This section does not require a public accommodation or common carrier to permit an owner, trainer or handler using a qualified service animal to have access to a public accommodation or common carrier in circumstances in which the individual's use of the qualified service animal poses a direct threat of significant harm to the health or safety of others.

Credits L. 1989, Ch. 242, § 2; L. 1999, Ch. 262, § 2; L. 1999, Ch. 288, § 2; L. 2005, Ch. 224, § 3, eff. June 17, 2005; L. 2013, Ch. 57, § 3, eff. June 14, 2013. § 28-11-3. Admittance of qualified assistance animals, State of New Mexico

(Ord. No. 725, 2-9-22)

SECS. 3-36—15 – 3-50-28. RESERVED.

ARTICLE III. PENALTIES

SEC. 3-29. GENERAL PENALTY.

Whenever in this Chapter an act is prohibited or is made or declared to be unlawful or an offense or whenever in such section of the Chapter the doing of any act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the penalty for violation of any section of this Chapter shall be as follows:

1. Any person who violates any of the provisions of this Chapter shall be deemed guilty of a misdemeanor and may be punished by a minimum of fine \$25.00 and not exceeding \$200.00 and/or imprisonment for a period not exceeding ninety (90) days in the discretion of the court upon conviction of violating the Ordinance. A person may, in addition to any other penalty, be required to attend an animal training or care school/classes in the discretion of the Court.
2. Each day any such violation or failure to perform such act as provided in this Chapter exists, it is an offense and shall continue shall constitute a separate offense, unless otherwise specifically provided.
3. Each animal cited under this chapter shall constitute a separate offense, unless otherwise specifically provided.

SEC. 3-30. RESTITUTION.

Notwithstanding any of the foregoing, in the event any Domestic Animal or Livestock damages property, whether public or private, or causes injury to any person, Domestic Animal or Livestock, and such damage or injury is found to have been an element of the violation of any provision of this Chapter, a court of proper jurisdiction may, at its discretion, require the defendant to make restitution within a reasonable time, to the victim of said damage or injury.

SECS. 3-31 – 3-48. RESERVED.

ARTICLE IV. CONTROL AND IMPOUNDING PROCEDURES

SEC. 3-49. IMPOUNDING ESTRAYS; PROCEDURES; FEES

- A. No person shall, without the knowledge or consent of the owner, hold or retain possession of any Domestic Animal or Livestock of which he is not the owner or custodian for more than 24 hours without first reporting the possession of such Domestic Animal or Livestock to an Animal Control Officer, giving his/her name and address, a

true and complete statement of the circumstances under which the animal was taken, and the location where such animal is confined.

- 1) A finder of a Domestic Animal or Livestock who chooses to hold the Domestic Animal or Livestock shall immediately contact an Animal Control Officer, Animal Shelter or the Owner of the Domestic Animal or Livestock.
 - 2) A finder shall have the Domestic Animal scanned for a microchip.
 - 3) A finder may elect to transport a Domestic Animal to its owner's premises or to the Truth or Consequences Animal Shelter.
- B. It is unlawful for any finder taking up a Domestic Animal or Livestock to fail to give the notice required in subsection (a) of this section and for any person having such animal in his/her possession to fail or refuse to immediately surrender such Domestic Animal or Livestock to the Animal Control Officer, legal owner or custodian upon demand thereof.
- C. If an estray Domestic Animal is wearing a license, has other identification, or is implanted with a microchip that is registered with the City and/or appropriate microchip company it shall be confined at the shelter for a period of 72-hours and an attempt to locate and notify the owner shall be made.
- D. If an estray Domestic Animal is not wearing a license or other identification and not implanted with a registered microchip, the Domestic Animal shall be confined for a 72-hour period at the Animal Shelter.
- E. If a person claims and provides proof of ownership of an estray Domestic Animal or Livestock confined at the Animal Shelter, it shall be returned to the owner or designee of the owner after all applicable fees have been paid. Owner shall bear the cost of any expenditures while animal is confined including veterinary services. A citation may be issued to the owner of an estray animal.
- F. Title for a Domestic Animal will transfer to the Animal Shelter after the impoundment period. The Animal Shelter may transfer, return, adopt or dispose of unclaimed estray Domestic Animals or Livestock impounded under this section according to their policies and procedures the day after the required impoundment period.
- G. No dog or cat that has been impounded by the Animal Shelter will be sold for the purpose of breeding or resale or research.
- H. A Domestic Animal or Livestock which continues to be an alleged nuisance or that is deemed a threat to public safety due to aggression may be impounded by the Animal Control Officer with a warrant issued by a court of proper jurisdiction until such time as a judgment is made by a court of proper jurisdiction.
- I. Prior to adoption, return, transfer or redemption, each Companion Animal will be microchipped for positive identification and listed in the national database. Costs of such services will be added to the adoption/redemption fee collected.
- J. It shall be the responsibility of the owner to reimburse the City for animal boarding, vaccination, microchipping, emergency veterinary costs, or other expenses incurred by

the City under the provisions of an animal that has been legally impounded under this Chapter. Fees established by resolution are as follows:

- 1) Impound Fee as set by resolution
 - i. The impound fee will increase by an amount set by resolution every time the animal is impounded within one (1) calendar year.
 - 2) Impound Boarding Fee as set by resolution.
 - 3) A Non-Sterilization Deposit fee set by resolution will be added to the impound fee and impound boarding fee for all intact Domestic Animals. This fee will be refunded to owner's who provide proof of sterilization to the Animal Shelter within thirty (30) days.
 - 4) A microchip fee set by resolution will be added to any animal that requires a microchip.
- K. All impound fees, boarding fees, emergency veterinary care costs, maintenance costs, vaccination costs, microchipping costs or other costs incurred by the City during impoundment under the provisions of a Domestic Animal or Livestock that has been legally impounded under this Chapter shall be paid in full prior to the release of an Animal from the Animal Shelter.
- L. Fines for violations of this article shall be in accordance with the provisions of section 3-29.

(Ord. No. 725, 2-9-22)

SEC. 3-50. IMPOUNDMENT.

An Animal Control Officer may take up and impound in the Animal Shelter any estray or any Domestic Animal or Livestock kept or maintained contrary to this chapter, including any Domestic Animal or Livestock that is allegedly creating a public nuisance or that is deemed a threat to public safety due to aggression.

(Ord. No. 725, 2-9-22)

State law reference(s) - Municipal authority to impound and dispose of animals running at large, NMSA, § 3-18-3A(3).

SEC.

~~DIVISION 2. RABIES~~²

~~SEC. 3-51. DESTRUCTION OF ANIMALS.~~

- A. If an animal which is impounded under the provisions this Article is suffering because of sickness, injury or age as certified by a licensed veterinarian, then it may be painlessly

²Cross reference(s) — Health and sanitation, ch. 6.

destroyed under the supervision of a licensed veterinarian by an intravenous or intracardial injection of a dose of barbiturates (sodium pentobarbital), or any other method deemed humane and painless by a qualified member of Animal Shelter Staff or Animal Control Officer under the direction of a licensed veterinarian or by a licensed veterinarian.

- B. Any animal which cannot be brought to an Animal Shelter because it is vicious or infected with rabies or in any painfully crippled condition, may be destroyed by shooting by a Law Enforcement Officer at the direction of the Animal Control Officer or licensed veterinarian.
- C. Any animal deemed vicious by the court having jurisdiction over the enforcement of this Chapter shall be painlessly destroyed under the supervision of a licensed veterinarian by an intravenous or intracardial injection of a dose of barbiturates (sodium pentobarbital), or any other method deemed humane and painless by the Animal Control Officer under the direction of a licensed veterinarian or by a licensed veterinarian.

State law reference(s) - Municipal authority to impound and dispose of animals running at large, NMSA, § 3-18-3A(3).

SECS. 3-53 – 3-67. RESERVED.

ARTICLE V. OWNER'S DUTIES

SEC. -3-68. VACCINATIONS.

- A. ~~(a)~~ — It is the duty of all persons owning ~~or keeping a~~ domestic cat or a domestic dog ~~or any member of the canine family~~ over the age of three months to have such animals vaccinated against rabies. The rabies vaccination shall be given in an amount sufficient to provide immunity from rabies for ~~three years~~ **at least one (1) year** and shall be administered by a licensed veterinarian. A certificate from a licensed veterinarian shall be evidence of vaccination. The Commission may require other animals to receive annual rabies vaccination.
- B. ~~(b)~~ — The veterinarian administering anti rabies vaccine to any animal shall issue to the owner or keeper of the animal a numbered vaccination certificate. The certificate shall contain the name and address of the owner or keeper of the animal, a description of the animal vaccinated, the date of vaccination, and the expiration date of the period of immunity.
- C. ~~(c)~~ — It is unlawful for the owner or keeper of any domestic dog, **or domestic cat**, ~~or any other members of the canine or feline family~~ to fail to exhibit its certificate of vaccination upon demand to any police officer or Animal Control Officer.
- D. ~~(d)~~ — It is the duty of all persons who ~~adopt~~ **adopts** a dog to have such dog vaccinated against rabies, **canine** distemper complex, and parvo virus within ~~48 hours~~ **five (5) days of the date** of adoption. It is the duty of all persons who adopt a cat to have such cat

vaccinated against rabies and, feline distemper complex, parvo virus and Feline Viral Rhinotracheitis, Calicivirus, and Panleukopenia (FVRCP) within 48 hours five (5) days of adoption.

~~(e) Each animal cited as a violation under this section is considered a separate offense. Upon a second conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum of \$100.00 per offense. Upon a third or subsequent conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum \$250.00 per offense. The fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the court.~~

~~(Ord. No. 725, 2-9-22)~~

E. Each animal cited as a violation under this section is considered a separate offense.

State law reference(s) – New Mexico Administrative Code 7.4.2.8

SEC. 3-69. LICENSE REQUIRED.

- A. All residents of Truth or Consequences who owns, possesses or harbors any Domestic Animal three months of age or older shall:
- 1) Obtain a license tag for each Domestic Animal, or;
 - 2) Shall have a microchip implanted and registered with the appropriate microchipping company as well as registered with the City for each Domestic Animal they own that is over the age of three months. Such microchip, provided it is registered with the City, may act in place of a license tag.
- B. Any person who does not reside within the corporate limits of Truth or Consequences who keeps a Domestic Animal in the City for more than fifteen (15) consecutive days or an aggregate of thirty (30) days in any year shall:
- 1) Obtain a license tag for each Domestic Animal, or;
 - 2) Shall have a microchip implanted and registered with the appropriate microchipping company as well as registered with the City for each Domestic Animal they own that is over the age of three months. Such microchip, provided it is registered with the City, may act in place of a license tag.
- C. Collar or Harness Requirements for license tags.
- 1) Any Domestic Animal outside of the owner's premises shall wear a collar or harness with a current license tag attached to the collar or harness.
 - 2) A collar or harness with the required license tag attached may be removed from the Domestic Animal temporarily for medical care, training, grooming or when the Domestic Animal is in a Bona Fide Animal Show, provided the owner or custodian of the Domestic Animal has in their personal possession the valid

license tag for each Domestic Animal and shall immediately display upon such request of an Animal Control Officer or Police Officer.

- D. Application for a Domestic Animal License shall be made as directed and shall state the name and address of the owner, the name, breed, color, age and sex of such animal, microchip number if applicable and any other information deemed necessary. A current rabies vaccination certificate shall be presented at the time of application for the license. Upon payment of the license fee, as prescribed in Section 3-149 of this Chapter, a license certificate for each animal shall be issued. If a license tag is lost, replacement tags with a cost set by resolution shall be purchased. The license shall expire on the same date as the rabies certificate or one year from the date of issue whichever is greater.
- E. Within five business days upon change of ownership of any Domestic Animal, the new owner shall apply for a new Animal License with their personal identifying information.
- F. All residents of Truth or Consequences or non-residents who have a Domestic Animal implanted with a microchip and registered with the City and appropriate microchipping company, shall ensure owners physical address, owner personal identifying information and owners contact information is current and valid with the City and appropriate microchipping company to ensure proper identification of the Domestic Animal and owner.

(Ord. No. 725, 2-9-22)

~~)—Vaccination~~ State law reference(s) - Municipal authority to require licensing of dogs and cats against rabies, NMSA-1978, § 77-1-3.15.1.

SEC. 3-70. RESTRAINT OF ANIMALS.

- A. A person owning or having charge, custody, or care over a Domestic Animal or Livestock shall keep the animal under humane physical restraint at all times.
- B. A person owning or having care, custody, or control over an animal on his or her premises shall restrain the animal either by a secure enclosure, secure fence, secure facility or by immediate control.
- 1) All pens, kennels, stalls, corrals, or other enclosures used to restrain an animal shall be continuously maintained with preservatives, fasteners, and other materials to prevent deterioration and animal escape. Substantial and acceptable locking or latching devices shall be installed on all gates and doors to animal enclosures in such a manner as to be inaccessible to animals and small children in order to prevent animal escape and unauthorized entry.
 - 2) A person owning or having care, custody, or control over a Domestic Animal or Livestock on his or her premises may use a tether as a means of restraint only if:
 - i. The tethered animal has access to adequate food, water, shade and shelter.
 - ii. A tether used to restrain a dog shall be at least 12 feet in length. Such tether shall not enable the animal to reach beyond the owner's property.

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- iii. A tether used to restrain an animal shall be affixed to a properly fitting collar or harness worn by the animal. A person shall not wrap a chain or tether directly around the neck or other body part of the animal.
 - iv. A tether used to restrain an animal shall be fastened so that the animal may sit, walk, and lie down using natural motions. Such tether shall be unobstructed by objects that may cause the tether or animal to become entangled, strangled or denied access to adequate necessities.
 - 3) Voice commands are not an acceptable form of restraint.
 - 4) Electronic Leashes are not an acceptable form of restraint.
 - 5) Invisible fences are not an acceptable form of restraint.
 - 6) Crates are prohibited as a means of restraint while an animal is outdoors and on the premises of an owner or custodian.
- C. A person owning or having care, custody, or control over a Domestic Animal or Livestock off of his or her premises shall keep the animal under immediate control.
- 1) While restrained off premises under the immediate control of the owner or responsible party, the animal must be on a leash that shall enable the handler to maintain control of the animal. The leash shall not exceed eight (8) feet in length while the animal is in and around the inhabitants of the city.
 - 2) A person shall not carry an animal in or upon any vehicle in a cruel, inhumane, or unsafe manner or in any manner that will allow their escape from the vehicle when it is parked or in motion. Animals carried in the open flatbed vehicle shall be crated or restrained upon a non-slick surface and in a manner that prevents the animal from falling out of the vehicle. At no time is an animal allowed to sit or stand in the driver's lap while the vehicle is being operated on any public roadway.
 - i. If an animal is restrained in a crate or other enclosure while in a vehicle, the crate or enclosure shall be securely fastened so that the crate or enclosure cannot slide, turn over or fall out.
 - 3) A person in charge of an amphibian or reptile away from the owner's premises shall keep the animal secured within a closed container that will not expose people unexpectedly to the animal.
 - 4) Voice commands are not an acceptable form of restraint.
 - 5) Electronic Leashes are not an acceptable form of restraint.
- D. A person owning or having care, custody, or control over a Domestic Animal or Livestock shall not detain or restrain an animal upon another person's private property without having permission from the resident or owner of such property.
- 1) If the resident or owner does not permit the animal being detained or restrained upon such property, the animal may be taken up and impounded by the Animal Control Officer at the request of the resident or owner.

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- 2) If the owner of a rented or leased property does not approve of an animal being restrained or detained by the resident on such property, the dispute may be regarded by the Animal Control Officer as a private matter.
- E. An owner, manager, agent, or governing board of any multiple dwelling units, including mobile home parks and gated communities, may permit or authorize any animal to be unrestrained upon the common areas of the multiple dwelling units, except upon such areas and within such enclosures specifically designated for such activity, provided the animal is restrained within the bounds of the park or community by a secure fence.
- F. Exceptions:
- 1) A working dog that is under the control and supervision of the owner or handler performing such acts as herding on private property, search and rescue, or police work shall not be considered as unrestrained while performing or being trained for such duties.
 - 2) Community Cats that have been vaccinated and have an ear-tip and Community Cat Caregivers working or acting under a Trap-Neuter-Return initiative.
- G. Each animal cited as a violation under this section is considered a separate offense.

(Ord. No. 725, 2-9-22)

State law reference(s)—Municipal authority to impound and dispose of animals running at large, NMSA, § 3-18-3A(2).

SEC. 3-71.52. CONFINEMENT ~~CONFIENMENT~~ OF RABID ANIMAL~~ANIMALS~~.

An animal that has rabies or shows signs of having rabies, and every animal bitten by another animal afflicted with rabies or that has been exposed to rabies shall be confined at once in a secure place by the owner. A person who knows or who has reason to know that an animal is infected with rabies or has been exposed to rabies shall immediately upon learning of this notify the Animal Control Officer as to the place where the animal is confined and shall surrender the animal to the Animal Control Officer upon demand. The Animal Control Officer shall then deal with the rabid animal pursuant to state law.

(Ord. No. 725, 2-9-22)

~~(Ord. No. 725, 2-9-22)~~

State law reference(s) - Notice to Health Officer of Animal Bites, NMSA, § 77-1-6.

SEC. 3-53.72. BITING DOGS OR OTHER BITING ANIMALS.

- A. ~~(a)~~—The owner of an animal that bites a person and a person bitten by an animal have a duty to report that occurrence to the Animal Control Officer within 24 hours. The owner of an animal that bites a person shall surrender the animal to an Animal Control Officer to impound such animal for a period of observation.

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- B. ~~(b)~~—A physician who renders professional treatment to a person bitten by an animal shall report the fact that he/she has rendered professional treatment to an Animal Control Officer within 24 hours of his/her first professional attendance. The physician shall report the name, sex, and address of the person bitten as well as the type and location of the bite. The physician shall give the name and address of the owner of the animal that inflicted the bite and other facts that may assist the Animal Control Officer in ascertaining the immunization status of the animal.
- C. ~~(c)~~—An animal that bites a person shall be confined securely at a place **designated by the Animal Control Officer** and for a period of time deemed necessary by the Animal Control Officer. The owner of the animal shall bear the cost of confinement.
- D. ~~(d)~~—A person who has custody of an animal that has bitten a person shall immediately notify the Animal Control Officer.

(Ord. No. 725, 2-9-22)

~~(Ord. No. 725, 2-9-22)~~

State law reference(s)—) - Notice to Health Officer of Animal Bites, NMSA-1978, § 77-1-6.

~~SECS. 3-54 — 3-70. RESERVED.~~

SEC. 3-73. FEMALE DOGS OR CATS IN ESTRUS TO BE CONFINED.

It shall be unlawful for any owner/responsible party to fail to securely confine any un-spayed Companion Animal in the state of estrus (heat), in a house, building or proper enclosure, in such a manner that such animal cannot come in contact with another animal except for planned breeding, and such that the Companion Animal does not create a nuisance by attracting other animals. When outside on the property of the owner, for metabolic waste elimination, the animal must be physically restrained with a hand-held leash. Owners/responsible party who do not comply may be ordered to remove the animals in estrus (heat) to a boarding kennel, veterinary hospital or Animal Shelter. All expenses incurred as a result of the confinement shall be paid by the owner/responsible party of the animal. Failure to comply with the removal order shall be a violation of this Section and the animal shall then be impounded as prescribed in this Chapter.

(Ord. No. 725, 2-9-22)

DIVISION 3. LICENSING

SEC. 3-71. LICENSE REQUIRED.

~~(a) — Any person owning, possessing or harboring any dog or cat three months of age or over shall obtain a license for each animal. Application for such license shall be made as directed and shall state the name and address of the owner, the name, breed, color, age and sex of such animal and any other information deemed necessary. A current rabies vaccination certificate shall be presented at the time of application for the license. Upon payment of the license fee, as prescribed in subsection (d) of this section, a license certificate and tag for each animal shall be~~

issued. If the tag is lost, replacement tags with a cost set by resolution shall be purchased. The license shall expire on the same date as the rabies certificate or one year whichever is greater.

(b) — A current license tag shall be affixed to the licensed dog or cat at all times in a reasonable manner, unless the licensed dog or cat is being kept in an approved kennel, veterinary hospital, is appearing in an approved show, or is being trained. Provided that the person that is training the dog shall have in his personal possession the valid license tag for each dog or cat and shall immediately display such upon request of the Animal Control Officer or a regular law enforcement officer.

(c) — Animals belonging to nonresidents who do not keep said animals within the corporate limits of the city for 30 consecutive days shall be exempt from this section, provided, however, that all other provisions of this division be complied with.

(d) — The annual license fee shall be set by resolution for each neutered or spayed dog or cat. The annual license fee shall be set by resolution for each unneutered or unspayed dog or cat. No fee shall be charged for the licensure of qualified service animals who are trained to lead partially or totally blind persons, aid hearing impaired persons or assist mobility impaired persons. A fee shall be charged for each dog or cat that has not been spayed or neutered, unless the owner presents a signed statement from a licensed veterinarian stating that spaying or neutering would be a surgical risk for the animal, due to the animal's age or condition.

(e) — Within five business days upon change of ownership of any dog or cat, the new owner shall apply for a new license with their personal identifying information.

~~(Ord. No. 725, 2-9-22)~~

SECS. 3-74 – 3-88. RESERVED.

ARTICLE VI. PROHIBITED ACTS

~~SEC. State law reference(s) — Municipal authority to require licensing of dogs, NMSA 1978, § 77-1-15.1.~~

3-89. ANIMALS RUNNING AT LARGE.

~~SEC. 3-72. UNLAWFUL USE OF LICENSE TAG.~~

It is unlawful for any person to remove any license tag from one dog or cat to another. It shall be **is** unlawful for any person to manufacture, cause to be manufactured, or to have in his possession or under his **owning or having the care, custody or** control a stolen, counterfeit, or forged license tag, rabies vaccination certificate, or other form of licensing as required under this division.

~~(Ord. No. 725, 2-9-22)~~

of any Domestic Animal or Exotic Animal~~SECS. 3-73 – 3-90. RESERVED.~~

~~DIVISION 4. AT LARGE, VICIOUS, NUISANCE~~

~~SEC. 3-91. RUNNING AT LARGE.~~

A. (a) — It is unlawful for any person to allow or permit ~~any~~**that** animal to run at large in public or on any public street, public alley, public sidewalk, private or public vacant lot, or private property without the permission of the owner thereof. Any animal permitted to run at large in violation of this section is declared to be a nuisance, a menace to the public health and safety, and ~~shall~~**may** be taken up and impounded as provided in section 3-30.49.

(b) — ~~Each animal cited as a violation under this section is considered a separate offense. Upon a second conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum of \$100.00 per offense. Upon a third or subsequent conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum \$250.00 per offense. The fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the court.~~

~~(Ord. No. 725, 2-9-22)~~

~~State law reference(s) — Municipal authority to make provision for the seizure of dogs and cats running at large, NMSA 1978, § 77-1-12.~~

~~(Ord. No. 725, 2-9-22)~~

B. Each violation committed under this section shall be considered a separate offense.

~~SECS. 3-92, 3-93. RESERVED.~~

SEC. 3-90. LIVESTOCK RUNNING AT LARGE ~~3-94. VICIOUS ANIMALS.~~

A. **It is unlawful for the owners of Livestock to allow or permit Livestock to run at large in public or on any public street, public alley, public sidewalk, private or public vacant lot, or private property without the permission of the owner thereof within the city limits. The owners of the Livestock are subject to prosecution under this section regardless of the Livestock's origination.**

~~It is unlawful for any person to keep or harbor a vicious animal in the City. Any person attacked by a vicious animal may use necessary force to repel said attack. After a judicial determination that an animal is vicious, the owner or keeper of such vicious animal shall turn such animal over to the Animal Control Officer, who shall destroy it humanely.~~

~~(Ord. No. 725, 2-9-22)~~

B. Each violation committed under this section shall be considered a separate offense.

~~SEC. State law reference(s) — Vicious animals, NMSA 1978, § 77-1-10.~~

~~SEC. 3-95-91. ANIMALS DISTURBING THE PEACE.~~

A. For the purposes of this Section, *persistent* means noise created by a Domestic Animal, Exotic Animal or Livestock that is continuously heard for a period of ten (10) minutes or more or intermittently heard over a period of one (1) hour or more.

B. For the purposes of this Section, *intermittent* or *intermittently* means noise created by a Domestic Animal, Exotic Animal or Livestock that starts and stops at irregular intervals.

C. For the purposes of this Section, *continuous* or *continuously* means noise created by a Domestic Animal, Exotic Animal or Livestock that is constant and does not stop for a period of ten (10) minutes or more.

D. It is unlawful for a person owning or having the care, custody or control of ~~an animal~~ a Domestic Animal, Exotic Animal or Livestock to permit that animal to howl, bark or create noise common to its species which disturbs the comfort and repose of any person of ordinary sensibilities in the vicinity. ~~It shall be~~ Persistent, continuous or loud intermittent noise between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M. which can be heard more than fifty feet (50') from the source of the noise shall be prima facie evidence of a violation of this section ~~if the howling, barking or noise is frequent or long continued; is audible beyond the property line of the~~.

~~A.E.~~ It is unlawful for a person owning or having the care, custody or control of a Domestic Animal, Exotic Animal or Livestock to keep or maintain on his premises ~~on which the animal is located~~ any animal in such an unclean or unsanitary manner as to disturb others by noxious or offensive odors, or otherwise endanger the health, safety, and welfare of the inhabitants of the City.

F. A person owning, or having the care, custody or control of any Domestic Animal, Exotic Animal or Livestock may be charged with a violation of this section when either an Animal Control Officer or Police Officer has received, from at least two unrelated adult witnesses from different residences, or from one adult witness with recorded video showing the alleged violation, a sworn affidavit attesting to the committing of a nuisance pursuant to this Section, or the Animal Control Officer or Police Officer has witnessed the commission of such nuisance.

1) Affidavits attesting to the violation must come from residents within a 500-foot radius of the property where the violation occurred.

G. This Section shall not apply to properly licensed and permitted Animal Shelter's.

~~(Ord. No. 725, 2-9-22)~~

~~(Ord. No. 725, 2-9-22)~~

Cross reference(s)—) - Offenses Relating to Public Order and Safety, § 8-31 et seq.

SEC. 3-96-92. PUBLIC NUISANCE.

- A. ~~(a) — Property damage; nuisance.~~ It is unlawful for a person owning or having the care, custody or control of any animal to permit, either willfully or through failure to exercise due care or control, any such animal to commit any nuisance upon a sidewalk, or in a public park; or upon the floor or wall or any common wall or any common hall in any multiple dwelling, entryway, stairway, or wall immediately abutting on a public sidewalk; or upon the floor or wall of any theater, shop, store, office building, or other building used in common by the public; or upon any private property other than that of the animal owner.
- ~~A.B.~~ A person owning or having care, custody, or control over an animal shall prevent the animal from causing damage or being a nuisance to the person or property of another.
- ~~B.C.~~ ~~(b) — Pet waste.~~ A person owning or having care, custody, or control over a pet such as a dog or cat shall dispose of the waste from the animal in a watertight and fly tight receptacle, which shall be emptied frequently and in such a manner so as to prevent a nuisance or health hazard by noxious or offensive odors.
- ~~C.D.~~ ~~(c) — Public defecation.~~ A person owning or having care, custody, or control over an animal shall not permit the animal to defecate on public property or the property of another unless such animal waste is immediately removed and properly disposed of.
- ~~(d) — Feeding animals running at large. A person shall not feed an animal running at large.~~
- E. A person owning, or having the care, custody or control of any animal may be charged with a violation of this section when either an Animal Control Officer or Police Officer has received, from at least two unrelated adult witnesses from different residences, or from one adult witness with recorded video showing the alleged violation, a sworn affidavit attesting to the committing of a nuisance pursuant to this Section, or the Animal Control Officer or Police Officer has witnessed the commission of such nuisance.
- 1) Affidavits attesting to the violation must come from residents within a 500-foot radius of the property where the violation occurred.
 - 2) Complainants must be willing to testify of violations in a court of proper jurisdiction.
- F. A community cat that disturbs the peace by habitually or repeatedly destroying, desecrating, or soiling public or private property may constitute a public nuisance.
- 1) Animal Control shall investigate an alleged violation of this section upon the receipt of two (2) sworn complaints in a form provided by Animal Control signed by two (2) unrelated City residents living in separate dwellings with 500 feet of the alleged violation. The affidavit shall specify the address or location of the alleged violation, the nature, time and date(s) of the act, the name and address of the owner or custodian, if known, and a description of the cat, if known.

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- 2) If, upon investigation, Animal Control, determines the complainant(s) have taken reasonable abatement measures to resolve or mitigate the nuisance behavior of the cat, Animal Services may request the caregiver, if any, assist in resolving the nuisance or may remove the community cat causing the nuisance.
 - 3) A Community Cat Caregiver may be cited for failing to take reasonable abatement measures to resolve or mitigate any nuisance behavior created by a community cat in which they provide care.

SEC. 3-93. UNLAWFUL USE OF COMPANION ANIMAL LICENSE TAG.

It is unlawful for ~~the owner of~~ any person to remove any Companion Animal License Tag from animal and attach it to another animal. It shall be unlawful for any person to manufacture, cause to be manufactured, or to have in his/her possession or under his/her control a stolen, counterfeit, or forged Companion Animal License Tag, rabies vaccination certificate, or other form of licensing as required under this Chapter.

(Ord. No. 725, 2-9-22)

SEC. 3-94, to be in- VIOIOUS ANIMALS.

It is unlawful for any person to keep or harbor a known vicious animal in the City. Any attack by a vicious animal or any animal displaying traits of a vicious animal may be repelled by the use of reasonable force. After a judicial determination that an animal is vicious, the court having jurisdiction over the enforcement of this Chapter, upon hearing of such complaint, may, in addition to any fine or imprisonment which may be imposed for violation hereof, order the Animal Control Officer to have such animal destroyed as set forth in Section 3-51 of this Chapter.

State law reference(s) – Vicious Animals, NMSA, § 77-1-10.

SEC. ~~of the~~ 3-95. SALE OF ANIMALS.

- A. No person shall display, sell, or offer for sale, barter, give away, or otherwise dispose of any animal upon any street, sidewalk, public park or private business, unless said private business is properly licensed or such person is acting on behalf of the Truth or Consequences Animal Shelter or other animal welfare non-profit during an adoption event.
- B. No person shall sell, offer for sale, barter, or give away any baby rabbits under four weeks of age. Nothing in this section shall be construed to prohibit the raising of rabbits and fowl by a private individual for his personal use and consumption, provided that he shall maintain proper brooders and other facilities for the care and containment of such animals while they are in his possession.

C. No person shall offer as a premium prize, award, novelty, or incentive to purchase merchandise any live animal.

D. A person shall not sell, offer for sale, transfer, or adopt ferret under eight weeks of age, or a guinea pig, hamster, or rabbit under four weeks of age. However, in no event shall an animal be sold, transferred or adopted until it is fully weaned and capable of eating on its own to sufficiently maintain proper body condition as determined by the breed and species of the animal. Nothing herein shall prohibit the transfer of animals between Animal Shelters and animal rescue organizations or prohibit the sale, transfer, or adoption of an un-weaned animal if accompanied by a nursing female.

E. All requirements as set by Section 3-147 shall be met when selling, gifting or other conveyance of puppies and kittens that are prior to eight weeks of age.

F. No person shall offer for sale, sell, barter, or give away turtles, except in conformance with appropriate federal regulations.

(Ord. No. 725, 2-9-22)

State law reference(s) – Sale, Purchase, Trade and Possession of Certain Animals Regulated, NMSA, § 77-18-1.

SEC. ~~nuisance definition and such~~ 3-96. FALSE REPORTING.

A. It is unlawful for any person to make a false report to a Police Officer or an Animal Control Officer regarding any animal in danger or stray or regarding any supposed violation of this Chapter.

B. It is unlawful for any person to make a false affidavit, or knowingly swear or affirm falsely to a document, matter or thing required to be sworn or affirmed to by the terms of this Chapter.

SECS. 3-97 – 3-107. RESERVED.

ARTICLE VII. CRUELTY TO ANIMALS PROHIBITED.

SEC. 3-108. PHYSICAL ABUSE.

A. It is unlawful for any person to willfully or maliciously kill, beat, sexually abuse, maim, poison, disfigure, burn, or scald any animal, or to attempt to kill or poison any animal, except that reasonable efforts may be employed only to drive off vicious or trespassing animals. When a Law Enforcement Officer or an Animal Control Officer has probable cause to believe that an animal has been cruelly treated, the officer may impound the animal for its protection pending appropriate court proceedings.

B. Exceptions

- 1) Humane Euthanasia performed by a Licensed Veterinarian, a Euthanasia Qualified Employee of the City of Truth or Consequences or a Euthanasia Authorized employee of the City of Truth or Consequences Animal Shelter.

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- 2) Killing a bird if such bird is Poultry owned by that Person and will be used for food;
 - 3) Killing a rabbit if such rabbit is owned by that Person and will be used for food;
 - 4) Killing mice or rats that are not a Domestic Animal or otherwise claimed as a pet by any Person;
 - 5) A Person may use poison to kill mice and rats, but only within a Person's own enclosed structures.
 - 6) Except when applied by a licensed exterminator, no poison may be used outside, even on a Person's own property, or in any way in which a poisoned animal, including mice and rats, can consequently poison other Animals.
 - 7) Generally accepted methods of animal training that do not cause undue physical and emotional suffering, including the training of Livestock, Companion Animals, Guard Dogs, hunting dogs, police dogs and Service Animals shall not constitute cruelty.

State law reference(s) – Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1.

SEC. ~~punished~~3-109. WORK CRUELTY.

It is unlawful for any person to drive or work any animal cruelly. When a Law Enforcement Officer or an Animal Control Officer has probable cause to believe that an animal has been cruelly treated, the officer may impound the animal for its protection pending appropriate court proceedings.

State law reference(s) – Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1.

SEC. 3-110. CARE AND MAINTENANCE.

- A. It is unlawful for any owner of an animal to fail, refuse, or neglect to provide said animal with proper and adequate necessities and medical care.
 - 1) Food and Water.
 - i. Mammals and birds shall be provided with uncontaminated, edible, nutritious food, which is of adequate quantity as to maintain the normal weight and condition of a healthy animal. Additionally, the amount of food administered and feeding times must properly conform to the individual animal's age and condition. Food should be stored in a rodent proof and insect proof container. Open food must be kept in covered, washable containers. Containers where food is stored shall be maintained and kept free of bacteria and contamination from rodents and insects as needed.
 - ii. Mammals and birds shall be provided with constant access to a supply of unfrozen potable water in sufficient amount as to maintain good health as required by the species whether the animal is outdoors or indoors.

2) Cleanliness.

- i. The entire premises where an animal is kept shall be kept clean and in good repair in a manner which will protect animals from disease or injury. Feces and urine must be removed at least twice daily from Companion Animal living quarters to prevent odors and possible dangerous or toxic exposure or contamination by fecal material, mold or internal and external parasites that could harm the animal or cause the spread of disease to other animals or humans.
- ii. All areas where animals are kept shall be maintained in a manner such that no animal can accidentally or intentionally come into contact with chemicals or other dangerous substances including, but not limited to, antifreeze that could potentially poison an animal. Food and cleaning supplies cannot be stored together. Provisions shall be made for the timely removal and proper disposal of animal and food waste, soiled bedding, dead animals, and debris. Disposal facilities and methodology shall minimize vermin infestation, odors and disease.
- iii. Areas where animals will be spending time shall be maintained to minimize the animal's exposure to fleas, ticks, flies, mosquitoes, ants, wasps, bees, or other insects that could potentially harm the animal or cause the animal discomfort.

3) Shelter and Shade.

- i. Animals that are not allowed free access to go inside a building must be provided with adequate shelter and shade. A structure that provides adequate shelter may not provide adequate shade: for example, a doghouse that protects the dog from wind and rain may be too hot inside when exposed to direct sunlight during the warmer months, so shade must also be provided.
 - (a) Outside housing for animals shall protect animals from any extreme weather conditions that may be detrimental to the health or comfort of the animals.
 - (b) Shelter for an animal must be waterproof, structurally sound, and have no protrusions that could injure animals.
 - (c) Feces and urine shall be removed from shelters as necessary to prevent animals from becoming soiled and to prevent odors, but under no circumstances less than twice each day.
 - (d) Suitable drainage must be provided in all areas where animals are kept and there can be no standing water.

4) Space.

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- i. Animals must be provided with adequate space to prevent overcrowding, allow animals to maintain normal exercise levels required by the species, size and temperament of the animal, and allow animals to walk, sit and lay down using normal motions and with their tail and limbs outstretched.
 - (a) Minimum space required for cats. Indoor Requirements.
 - a. Cats shall have a minimum of four (4) square feet of flat floor space and twenty-two (22) inches of vertical space.
 - b. Where there is more than one cat in an enclosure, additional floor and vertical space and resting perches are require. This does not include a cat with kittens.
 - (b) Minimum space required for cats. Outdoor Requirements.
 - a. Cats shall have a minimum of four (4) square feet of flat floor space and six (6) feet of vertical space.
 - b. Where there is more than one cat in an enclosure, additional floor and vertical space and resting perches are require. This does not include a cat with kittens.
 - (c) Minimum space required for dogs. Indoor Requirements.
 - a. Dogs weighing less than thirty (30) pounds shall have at least eight (8) square feet of flat floor space and two (2) feet of vertical space per dog.
 - b. Dogs weighing between thirty (30) and sixty-five (65) pounds shall have twelve (12) square feet of flat floor space and three (3) feet of vertical space per dog.
 - c. Dogs weighing more than sixty-five (65) pounds shall have twenty-four (24) square feet of flat floor space and three (3) feet of vertical space per dog.
 - (d) Minimum space required for dogs. Outdoor Requirements.
 - a. Dogs weighing less than thirty (30) pounds shall have at least eight (8) square feet of flat floor space and six (6) feet of vertical space per dog.
 - b. Dogs weighing between thirty (30) and sixty-five (65) pounds shall have twelve (12) square feet of flat floor space and six (6) feet of vertical space per dog.
 - c. Dogs weighing more than sixty-five (65) pounds shall have twenty-four (24) square feet of flat floor space and six (6) feet of vertical space per dog.
 - (e) Minimum space required for birds.
 - a. Birds must have enough room to spread their wings to their full width.

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- b. Birds must have at least two perches of different circumferences available to them.
 - (f) Any other animals not specifically listed should be provided with adequate space to prevent overcrowding, allow animals to maintain normal exercise levels required by the species, size and temperament of the animal, and allow animals to walk, sit and lay down using normal motions and with their tail and limbs outstretched.
 - 5) Medical and veterinary care.
 - i. Animals shall be provided with basic medical care in accordance with ~~section 1-10~~ this Chapter as described by the definition of Basic Medical Care.
 - ii. Animals shall be provided Emergency Medical Care in accordance with this Chapter as described by the definition of Emergency Medical Care.
 - iii. No animal should ever be allowed to suffer due to a lack of basic medical care, injury or illness.
 - 6) Animals shall be groomed in accordance with this Chapter as described by the definition of Basic Grooming as applicable to the species. Basic Grooming is necessary to maintain the eyes, ears, beaks, hooves, feet, hair and skin of an animal in healthy condition. Basic Grooming includes making sure that the toenails or hooves are not so long as to cause the animal to not move normally or to cause pain to the animal. Basic Grooming also includes providing the animal whatever it needs for self-grooming. No animal shall be allowed to have a coat that is matted to the point that it becomes so heavy as to cause skin irritation or trap fecal matter. The animal shall not be kept so dirty as to provide a home for insects. No animal shall be allowed to have foreign objects imbedded in its skin, fur or hair other than the Microchip.

State law reference(s) – Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1.

SEC. 3-111. UNCARED FOR ANIMALS.

- A. Whenever an Animal Control Officer finds that any animal is or will be without proper care because of injury, illness, and/or incarceration or as a result of the absence of the owner or person responsible for the care of such animal the Animal Control Officer may apply for a warrant with a court charged with enforcement of this Chapter to enter onto the property or premises where said animal is located and take up such animal for protective care; and in the event of sickness or injury of the animal, upon the instruction of a licensed veterinarian, the Animal Control Officer may take such action as called for to prevent undue pain and suffering, including immediate destruction of the animal.

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- B. It is unlawful for any person to desert deliberately and/or to relinquish the supervision or care of any animal regardless of age or condition on one's premises or on property other than one's own without permission within the City of Truth or Consequences.

SEC. 3-112. INJURY TO ANIMAL BY MOTORIST.

- A. Every operator of a motor or other self-propelled vehicle upon the streets and ways of the City shall immediately, upon injuring, striking, maiming, or running down any Domestic Animal or Livestock, give such aid as is reasonably able to be rendered. In the absence of the owner, he/she shall immediately notify the Police, furnishing sufficient facts relative to such injury. It is the duty of such operator to remain at or near the scene until such time as the appropriate authorities arrive and, upon the arrival of such person, such operator shall immediately identify themselves to the appropriate authorities. Alternatively, in the absence of the owner, a person may give aid by taking the Domestic Animal or Livestock to a veterinary hospital or the Animal Shelter and notifying the Police.
- B. Such animal may be deemed an uncared-for animal within the meaning of Section 3-111 above.
- C. Emergency vehicles in the course of emergency duty are excluded from this provision with the exception of reporting the incident.

SEC. 3-113. ANIMALS IN VEHICLES.

- A. It shall be unlawful for any person to intentionally, knowingly, or recklessly leave or confine any animal in a closed vehicle for any period of time without adequate ventilation in a way that puts it in a life-threatening or extreme health-threatening situation due to prolonged heat or cold.
- B. An animal left in a vehicle without the interior of the vehicle being air conditioned when the interior temperature of the vehicle is over ninety degrees Fahrenheit (90°F) shall be prima facie evidence of a violation of this chapter.
- C. Animals being transported in the bed of a pickup truck must be protected from extreme temperatures and provided with a nonmetal surface to sit or stand on.
- 1) No animal shall be left in the bed of a pickup truck whether in a crate or not when the weather is such that the animal will be exposed to extreme heat, cold, rain or snow.
- D. If an Animal Control Officer or Police Officer determines that an animal in a vehicle is in immediate danger, the Animal Control Officer or Police Officer may enter the vehicle by whatever means necessary, without being liable to the owner of the vehicle for any damages, and seize the animal. The animal's owner shall be responsible for all expenses related to the removal of the animal, emergency veterinary treatment and impoundment. If the Animal Control Officer or Police Officer cannot determine who confined the animal, the registered owner of the vehicle may be cited.

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- E. Animals being transported in vehicles shall be restrained in accordance with Section 3-70.

SEC. 3-114. KEEPING OF DISEASED OR PAINFULLY CRIPPLED ANIMALS.

It is unlawful for any person to have, keep, or harbor any animal which is afflicted with any incurable, or infectious disease or is in any painfully crippling condition, except as hereinafter provided. The Animal Control Officer may impound such diseased or painfully crippled animal in accordance with the provisions of this Chapter. All such animals impounded may be destroyed humanely as soon thereafter as is practicable. In the case of destruction of such animal, the Animal Control Officer shall be required to give any of the aforesaid notices provided in this Ordinance. This Section shall not be construed to include animals receiving veterinary care.

State law reference(s) – Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1.

SEC. 3-115. ANIMAL FIGHTS.

It is unlawful for any person to promote, stage, hold, manage, conduct, carry on, or attend any game, exhibition or contest in which one or more animals are engaged for the purpose or injuring, killing, maiming, or destroying themselves or any other animal. This includes any animal used as a "bait animal" as defined in the definitions of this Chapter.

State law reference(s) – Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1, Dog Fighting and Cockfighting, NMSA, § 30-18-9.

SEC. 3-116. FOWL.

It is unlawful for any person to confine any wild or domestic fowl or birds unless provisions are made by each person for the proper feeding and the furnishing of water to such fowl or birds at intervals not longer than twelve (12) hours. No person shall impound any wild or domestic fowl or birds in a crate, box or other enclosure, which does not permit each fowl or bird impounded therein to stand in a naturally erect position.

SEC. 3-117. MOLESTING OR TORMENTING ANIMALS.

It is unlawful for any person to torment, tease, annoy, disturb or molest any animal, by any means including but not limited to, throwing rocks, yelling, or giving chase in any manner, which is on the property of its owner, or under the control of its owner.

3-118. SONGBIRDS.

It is unlawful for any person to willfully kill any songbird, or to molest or rob the nest of such bird.

State law reference(s) – Songbirds; Trapping, Killing or Injuring Prohibited, NMSA, § 17-2-13.

SEC. 3-119. DRAGGING AND HOBBLING ANIMALS.

A person shall not hobble an animal, or tether or attach any animal to any object that can be dragged or moved by the animal. Such an animal, if not otherwise restrained by a secure tether or enclosure, shall be considered unrestrained. This shall not apply to Livestock animals being properly used for work purposes using commonly accepted methods.

SEC. 3-120. SCOPE OF SECTION; VIOLATIONS.

- A. It is expressly provided that Section 3-108 through Section 3-119 apply equally to Domestic Livestock, Exotic Animals, and Wild Animals in addition to dogs and cats.
- B. Violations of Section 3-108 through Section 3-119 are punishable by fines and/or imprisonment as set forth in Section 3-29.

SEC. 3-121. REPEAT OFFENSES.

- A. Three or more violations of any one or any combination of offenses in this Article shall constitute an act of cruelty. A repeat offender shall be deemed guilty of a misdemeanor, punishable by a minimum fine of \$100.00 and not exceeding \$500.00 and/or imprisonment for period not exceeding six (6) months.
- B. In cases of repeat offenses under this Article (Article VII), an Animal Control Officer shall have the authority to impound any animal subjected to cruelty, neglect or abandonment. The animal may not be returned to its owner before a hearing in a court of proper jurisdiction if, in the opinion on of the Animal Control Officer, the harm to the animal is severe and likely to recur.
- C. In cases of repeat offenses for animals subjected to cruelty, neglect or abandonment, a judge with proper jurisdiction to enforce this Chapter may have such animal relinquished to the Animal Shelter, thereby extinguishing all property rights of the existing owner, provided the Animal Shelter Staff or an Animal Control Officer serves written notice upon the existing owner, informing him of the intent to have said animal adopted by another owner, and giving the existing owner three (3) business days to 1) declare his intent to maintain ownership of the animal and to object to the adoption, and 2) pay all impoundment, boarding, and veterinary costs, up to the date of the owner's declaration of intent to maintain his ownership of his animal. This intent must be stated in writing, signed by the animal's owner, and delivered to the Animal Shelter keeping the animal. The statement of intent and payment of fees and costs will serve to stop any animal adoption proceedings

SECS. 3-122 – 3-129. RESERVED.

ARTICLE VII. DEAD ANIMALS

SEC. 3-130. DISPOSAL.

- A. The owner/responsible party having care, custody or control of an animal carcass shall be responsible for its removal within 24 hours of death if the animal is not to be used for human consumption.
- B. An animal carcass may be disposed of in one of the following ways:
- 1) **Burial of the animal carcass on the owner's land under the following conditions:**
 - i. The bottom of the burial pit must be at least three feet above the water table.
 - ii. If possible, choose a site where the soil is heavier and less permeable.
 - iii. Flat areas are best. Avoid areas sloping toward water or arroyos.
 - iv. Ensure the pit is sized to allow soil to cover mortalities to a depth of at least three feet.
 - 2) Cremation by a licensed facility where the remains can be sealed in an acceptable urn for return to the animal owner or disposed of by the facility.
 - i. The cremation of the carcass will be at the expense of the animal owner.
 - 3) The Animal Control Officer may remove any animal carcass from the roadway or other public property. The Animal Control Officer and/or T or C Animal Shelter staff shall make reasonable efforts to notify the animal's owner if known in the event of the animal's death.
 - i. Animal Control Officer may dispose of the animal carcass at the T or C Animal Shelter as authorized after microchip scanning and making reasonable efforts to notify the animal's owner. If an owner is located and request that the Animal Shelter dispose of the carcass, then the owner/responsible party will be responsible for the disposal fee.
 - ii. Animal Control Officer shall turn over any tags or other identification found on an animal carcass to the T or C Animal Shelter.
 - 4) **The Animal Shelter may, but is not obligated to, provide for the removal of an animal carcass from private property at the request of the animal owner or property owner for a fee.**
 - i. The fee amount shall be established by resolution; or**
 - ii. The fee amount shall be established by most current rate schedule as provided by the current licensed facility, contracted with the City of Truth or Consequences, for cremation services.
 1. This fee schedule is based on the weight of the carcass.

(Ord. No. 725, 2-9-22)

(Ord. No. 725, 2-9-22)

~~SEC.~~ **SECS. 3-131 – 3-135. RESERVED.**

ARTICLE IX. TAMPERING

SEC. 3-136. BREAKING INTO ENCLOSURE OR FACILITY.

Any person who shall in any manner break into or aid, directly or indirectly, in breaking into the enclosure, pound, center, or trap in which any animal is impounded or kept under authority of an Animal Control Officer or Law Enforcement Officer shall be guilty of a misdemeanor and sentenced under the provisions of Section 3-29.

SEC. 3-137. BREAKING INTO AN ANIMAL CONTROL VEHICLE.

It is unlawful for any person to break open any animal control vehicle wherein animals are impounded by the Animal Control Officer or Law Enforcement Officer, or in any other way to remove or assist in the removal of any animal from such vehicle without lawful permission. Offenders shall be guilty of a misdemeanor and sentenced under the provisions of Section 3-29.

(Ord. No. 725, 2-9-22)

SEC. 3-138. INTERFERING WITH AN ANIMAL CONTROL OFFICER.

It is unlawful for any person to interfere, hinder or molest any Animal Control Officer or Law Enforcement in the performance of their duties. Offenders shall be guilty of a misdemeanor and sentenced under the provisions of Section 3-29.

(Ord. No. 725, 2-9-22)

~~3-97.~~ **ARTICLE X. DANGEROUS AND POTENTIALLY DANGEROUS DOGS.**

~~(a) — Short title. This section may be known, and will be cited, as the "Dangerous Dog Ordinance".~~

~~(b) — Findings and intent.~~

~~(1) — Every year innocent people, predominantly children, are injured and sometimes killed as a result of the actions of dangerous dogs.~~

~~(2) — No person has an absolute right to keep or harbor a dangerous or~~ **SEC. 3-139. POTENTIALLY DANGEROUS DOGS.**

A dog may be deemed potentially dangerous if the dog within the City.

~~(3) — This section will protect the inhabitants of the City.~~

~~(4) — This section will provide for the proper registration and tracking of dangerous or potentially dangerous dogs within the City.~~

(5) — ~~This section will assist in providing control over dangerous and potentially dangerous dogs.~~

(c) — ~~Definitions.~~

~~Animal control authority: The Animal Shelter and Animal Control Officer(s) of the Police Department of the City is charged with addressing animal control issues within the City.~~

~~Dangerous dog: A dog that caused~~**poses** ~~a serious injury to a person or domestic animal.~~

~~Owner: A person who possesses, harbors, keeps or has control or custody of a dog or, if that person is under the age of 18, that person's parent or guardian.~~

~~Potentially dangerous dog: A dog that may reasonably be assumed to pose a~~**reasonable** ~~threat to public safety as demonstrated by the following behaviors:~~

1. (1) — ~~Causing an injury to a person,~~ **Domestic Animal** ~~or domestic animal~~**Livestock** ~~that is less severe than a serious injury; or~~
2. (2) — ~~Chasing or menacing a person,~~ **Domestic Animal** ~~or domestic animal~~**Livestock** ~~in an aggressive manner and without provocation; or~~
3. (3) — ~~Acting in a highly aggressively manner within a fenced yard or enclosure and appearing able to jump out of the yard or enclosure.~~

~~Proper enclosure: Secure confinement indoors or outdoors, such as in a fenced yard, locked pen or other structure that is designed to prevent the animal from escaping the confined area and young children from entering the confined area but does not include chaining, restraining or other affixing the animal to a stationary object.~~

State law reference(s) – Dangerous Dog, Definitions, NMSA, § 77-1A-2.

SEC. 3-140. DANGEROUS DOGS.

A dog shall be deemed dangerous if it causes ~~serious injury: A physical injury that results in broken bones, multiple bites or disfiguring lacerations requiring sutures or reconstructive surgery.~~

(d) — ~~to~~ **Exceptions.** ~~A dog will not be declared a dangerous or potentially dangerous dog if:~~

(1) — ~~The dog is used by a law enforcement official for legitimate law enforcement purposes; or~~

(2) — ~~The threat, injury or damage sustained by a person or domestic animal is the result of the person or domestic animal;~~ **Domestic Animal or Livestock.**

a. — ~~Trespassing upon premises occupied by the owner or the dog; or~~

b. — ~~Provoking, tormenting, abusing or assaulting the dog, or in the past has repeatedly provoked, tormented, abused or assaulted the dog; or~~

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- e. ~~Committing, or attempting to commit, a crime; or~~
 - (3) ~~The dog was:~~
 - a. ~~Responding to pain or injury; or~~
 - b. ~~Protecting itself or its offspring; or~~
 - e. ~~Protecting or defending a human being or domestic animal from attack or assault.~~
 - (e) ~~Seizure of dog — Petition to court of competent jurisdiction.~~
 - (1) ~~State law reference(s) – Dangerous Dog, Definitions, NMSA, § 77-1A-2.~~

SEC. 3-141. SEIZURE OF DANGEROUS DOGS.

- A. If an Animal Control ~~authority~~ **Officer** has probable cause to believe that a dog is a dangerous dog and poses an imminent threat to public safety, the Animal Control ~~authority~~ **Officer** may apply to a court of competent jurisdiction in the county where the animal is located for a warrant to seize the animal.
- B. (2) — If an Animal Control ~~authority~~ **Officer** has probable cause to believe that a dog is a potentially dangerous dog and poses a threat to public safety, the animal authority may apply to a court of competent jurisdiction in the county where the animal is located for a warrant to seize the animal.
- C. (3) — After seizure, the Animal Control ~~authority~~ **Officer** will impound the dog pending disposition of the case or until the owner has fulfilled the requirements for a certificate of registration pursuant to the provisions of subsection (e) of this section.
- D. (4) — After seizure:
 - 1) a. — The owner may admit that the dog is dangerous or potentially dangerous and comply with the requirements for a certificate of registration pursuant to subsection (e) of this section; or
 - 2) b. — The Animal Control ~~authority~~ **Officer** may, within **fourteen (14)** days after seizure of the dog, bring a petition in a court of competent jurisdiction seeking a determination of whether the dog is dangerous or potentially dangerous. If the court finds, by clear and convincing evidence, that the dog is dangerous and poses an imminent threat to public safety or potentially dangerous and poses a threat to public safety, the court shall order the owner to comply with the registration and handling requirements for the dog and obtain a certificate of registration within 30 days or have the dog humanely destroyed. If the court does not make the required findings pursuant to this paragraph, the court shall immediately order the release of the dog to the owner.
- E. (5) — If the owner does not admit that the dog is dangerous or potentially dangerous and the Animal Control ~~authority~~ **Officer** does not bring a petition in court within 14 days of seizure of the dog, the court shall immediately order the release of the dog to its owner.

F. ~~(6)~~—If the owner admits that the dog is dangerous and transfers ownership of the dog to the Animal control authority ~~Shelter~~, the Animal control authority ~~Shelter~~ may humanely destroy the dog.

G. ~~(7)~~—A determination that a dog is not dangerous or potentially dangerous shall not prevent the Animal Control authority ~~Officer~~ from making a subsequent application for seizure based on the dog's subsequent behaviors.

~~(f)~~—~~State law reference(s) – Dangerous and potentially dangerous dogs – Registration required~~ Dog, Definitions, NMSA, § 77-1A-4.

~~(1)~~—**SEC. 3-142. DANGEROUS AND POTENTIALLY DANGEROUS DOGS - REGISTRATION REQUIRED.**

A. Upon application, ~~an animal control authority~~ the City Clerk's Office shall issue a certificate of registration to the owner of a dangerous or potentially dangerous dog if the owner establishes that:

- 1) ~~a.~~—The owner is able to keep the dog under control at all times; and
- 2) ~~b.~~—A license ~~Companion Animal License Certificate~~, if applicable, has been issued pursuant to the requirements of the City; and
- 3) ~~c.~~—The dog has a current rabies vaccination; and
- 4) ~~d.~~—The owner has a proper enclosure to the dog; and
- 5) ~~e.~~—The owner has paid an annual fee set by resolution to register a dangerous or potentially dangerous dog; and
- 6) ~~f.~~—The dog has been spayed or neutered; and
- 7) ~~g.~~—The dog has been implanted with a microchip containing owner identification information that is also provided to the animal control authority; and
- 8) ~~h.~~—The owner has entered the dog in a socialization and behavior program approved or offered by the Animal Control authority ~~Officer~~.

B. ~~(2)~~—If a dog previously determined to be dangerous or potentially dangerous has not exhibited any of the behaviors specified in this section for ~~thirty-six~~ (36) consecutive months, the owner may request the Animal Control authority ~~Officer~~ in the City to lift the requirements for registration pursuant to this section. If the Animal Control authority ~~Officer~~ has no reasonable basis to believe that the dog has exhibited the behaviors specified, it ~~shall~~ may relieve the owner of the requirements of this section.

C. ~~(3)~~—An Animal Control authority ~~Officer~~ shall issue a certificate of registration to the owner of a dangerous dog if the owner, in addition to the requirements of ~~subsection (e)(1) of this section~~ ~~subsection~~ Section 3-140, establishes that:

- 1) ~~a.~~—The owner has paid an annual fee set by resolution, as established by the animal control authority to register a dangerous dog; and

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- 2) ~~b.~~——The owner has written permission of the property owner or homeowner's association where the dangerous dog will be kept, if applicable; and
 - 3) ~~e.~~——The ~~dangerous~~**dangerous** dog will be maintained exclusively on the owner's property except for medical treatment or examination; and
 - 4) ~~d.~~——When the dangerous dog is removed from the owner's property, the dog shall be caged or muzzled and restrained with a lead no longer than four feet, and the dog shall be under complete control at all times; and
 - 5) ~~e.~~——The dangerous dog will not be transported in a vehicle that might allow the dog to escape or gain access to any person or animal outside the vehicle; and
 - 6) ~~f.~~——A clearly visible warning sign with a conspicuous warning symbol ~~indicate~~**indicates** there is a dangerous dog on the premises is posted where the dog is kept and is visible from a public roadway or from 50 feet, whichever is less.
- D. ~~(4)~~——An Animal Control ~~authority~~**Officer** may order the immediate impoundment or humane destruction of a dog previously determined to be a dangerous dog if the owner fails to comply with the conditions for registration, confinement or handling set forth in this section.

~~(g)~~——~~Prohibited acts.~~

~~(1)~~——**State law reference(s) – Dangerous Dog, Definitions, NMSA, § 77-1A-5.**

SEC. 3-143. DANGEROUS AND POTENTIALLY DANGEROUS DOGS – PROHIBITED ACTS.

- A. It is unlawful for an owner of a dangerous or potentially dangerous dog to:
- 1) ~~a.~~——Keep the dog without a valid certificate of registration; or
 - 2) ~~b.~~——Violate the registration and handling requirements for the dog; or
 - 3) ~~e.~~——Fail to notify ~~the animal control authority~~**an Animal Control Officer** immediately upon:
 - i. ~~1.~~——The escape of the dog; or
 - ii. ~~2.~~——An attack by the dog upon a human being, **Domestic Animal** or a ~~domestic animal~~**Livestock**;
 - 4) ~~d.~~——Fail to notify the animal control authority of the dog's death within five business days; or
 - 5) ~~e.~~——Fail to notify ~~the animal control authority~~**an Animal Control Officer** within 24 hours if the dog has been sold or given away and to provide the name, address and telephone number of the new owner of the dog; or
 - 6) ~~f.~~——Fail to surrender the dog to an Animal Control ~~authority~~**Officer** for safe confinement pending a determination of the case where there is reason to believe that the dog poses an imminent threat to public safety; or
 - 7) ~~g.~~——Fail to comply with special handling or case requirements for the dog that a court has ordered.

State law reference(s) – Dangerous Dog, Definitions, NMSA, § 77-1A-6.

SEC. (2) — ~~Whoever~~ 3-144. PENALTIES.

- A. A person who violates a any section or provision of subsection (g)(1) this Article X (Sections 3-139 through 3-143) shall be charged in the Municipal Court in which the animal is located court charged with a violation of the Dangerous Dog Ordinance, jurisdiction to enforce this Chapter and upon conviction shall may be sentenced to a minimum fine of \$250.00 not to exceed \$500.00; or 90 days imprisonment; or both fines and imprisonment.
- B. The court may order the owner to relinquish the dog to the Animal Shelter for humane destruction.

State law reference(s) – Dangerous Dog, Definitions, NMSA, § 77-1A-6.

ARTICLE XI. WILD OR EXOTIC ANIMALS

SEC. 3-145. EXOTIC AND WILD ANIMALS.

- A. No person shall keep, own or harbor any species in violation of federal law, New Mexico law or this section.
- B. No person shall keep any exotic or Wild Animal as defined in this Chapter by the definition of Exotic or Wild Animal except where 1) adequate protective devices are provided to prevent such animals from escaping or injuring the public, and 2) a proper license is obtained in accordance with section 3-146. If such requirements are met, they may be kept in a zoological park, pet shop, veterinary hospital, animal shelter, public laboratory, circus, amusement show, educational facility, scientific facility, or in the control of a humane society.

(Ord. No. 725, 2-9-22)

State law reference(s)—Sale, Purchase, Trade and Possession of Certain Animals Regulated, NMSA, § 77-18-1.

SEC. 3-146. EXOTIC AND WILD ~~SEC. 3-98. SAFEKEEPING OF ANIMALS BY THE ANIMAL SHELTER~~ PERMIT.

- A. Any person who keeps, harbors or owns an Exotic Animal or Wild Animal covered by this section at the time of enactment of this Chapter shall obtain an Exotic or Wild Animal Permit from the City. A fee set by resolution shall be charged for the Exotic or Wild Animal Permit through the City.
 - 1) An Exotic or Wild Animal Permit holder shall immediately notify an Animal Control Officer or City Clerk upon the death of the animal.
 - 2) An Exotic or Wild Animal Permit holder shall immediately notify an Animal Control Officer or Police Officer upon the escape of the Animal.

B. An Animal Control Officer shall use seizure procedures which protect the public, the exotic or Wild Animal and other animals to seize any exotic or Wild Animal kept in contrary to this section or for its owner's failure to obtain an Exotic or Wild Animal Permit. Such animal shall become property of the City. The Exotic or Wild Animal Permit holder or owner of the exotic or Wild Animal is liable for any costs incurred by the City and such costs may be the result of a lien being place against the Exotic or Wild Animal.

C. For the purpose of this section, any person or Animal Control Officer who is utilizing a humane live trap for exotic or Wild Animals, vermin, or domesticated dogs or cats which may be a menace to the public may not be considered as keeping, owning or harboring such animals. Trapping shall be done in accordance with New Mexico State law.

(Ord. No. 725, 2-9-22)

ARTICLE XII. PERMITTED PREMISES, REGULATIONS, LICENSES AND FEES

SEC. 3-147. GUARD DOGS.

Anyone using or keeping a dog for the sole purpose of guarding a property, and neither as a pet nor for hunting uses, must obtain a Guard Dog Site Permit from the City in addition to all other applicable provisions of this Chapter:

1. A Guard Dog shall not be used to guard residential property.
2. Only one Guard Dog is allowed on a property at any given time.
3. The permit application shall include sufficient information to identify the owner of the commercial property, the name and address of the owner of the Guard Dog, and the location intended to be guarded by the Guard Dog.
4. The permit applicant shall submit the application to the City Clerk's Office and submit to a pre-permit inspection of the premises by an Animal Control Officer so that an accurate physical description of the animal may be obtained.
5. The applicant must provide to the City proof of vaccination of the Guard Dog as set in Section 3-68 of this Chapter.
6. The applicant must provide to the City proof of licensing as set in Section 3-69 of this Chapter and microchipping of the Guard Dog as set in Section 3-74 of this Chapter. Proof of licensing and microchipping must be provided annually during renewal of the permit.
7. The permit applicant shall pay the Guard Dog Site Permit fee before a permit may be obtained. The permit holder shall, thereafter, pay an annual Guard Dog Site Permit fee. The permit application and annual permit fees shall be set by resolution by the City.

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8. The permit applicant must submit to an annual inspection of the property by an Animal Control Officer before a permit may be renewed.
 9. Prior to obtaining the permit, the permit applicant shall obtain liability insurance in this state providing coverage in each occurrence, subject to a limit, exclusive of interests and costs, of not less than \$100,000.00 for damage or bodily injury to or death of a person caused by the Guard Dog.
 10. The enclosure surrounding the property protected by a Guard Dog must be secure at all times so as to prevent the dog from running at large, unless the owner complies with Section 3-70.
 11. The enclosure surrounding the property must be of sufficient height and strength to contain the Guard Dog within the premises to prevent unauthorized entry and access of animals and people onto the property.
 12. A Guard Dog may only be chained in order to supplement any enclosure. A chain shall not be the only form of restraint for a Guard Dog.
 13. If chained, the animal must be located within 10 feet of the entrance of the building or premises to be guarded and chained in such manner as set forth in Section 3-70.
 14. The owner of the Guard Dog shall post warning signs prominently on all sides of the premises and on all entryways to the premises, stating that a Guard Dog is on the premises.
 - i. Warning signs should be at least twelve (12) inches long on each side.
 - ii. Warning signs shall state “Guard Dog” and “Guardia” and shall show a picture of an aggressive dog.
 - iii. Signs should not be more than fifty (50) feet apart on all exterior fences or walls surrounding the site and shall be posted at all exterior corners of the site and every entrance to the site.
 - iv. Signs shall be maintained in such a manner to maintain their effectiveness.
 15. Vehicles used to transport Guard Dogs shall be secured so the public is protected from injury, shall be constructed or modified to ensure that the Guard Dog is transported in a safe, humane manner and that does not violate Section 3-113, and shall be posted with warning signs on each side of the vehicle.
 16. The City may at any time revoke a Guard Dog Site Permit for any and all violations of this Chapter.
 17. Nothing in this section shall prohibit an Animal Control Officer from placing a Guard Dog on a quarantine and/or seizing a Guard Dog as set by provisions of this Chapter and/or applicable state laws.
 18. An application may be denied if the applicant or animal owner shows a history of noncompliance with sections contained in this chapter as evidenced by two or more

convictions of violations during the preceding 12 months. Any past city permits or license revocations may be considered in decision making process of whether to approve or deny a permit under this section.

19. A Guard Dog Site Permit holder shall not apply for a litter permit, Multi-Animal Site Permit or Kennel Permit for the Guard Dog Site. No breeding, boarding or sale of Animals is allowed at a Guard Dog Site.

20. Guard Dog Site Permits shall not be issued to any premises within five-hundred (500) feet of any school zone, daycare, public park or dog park.

SEC. 3-146. MULTI-ANIMAL SITE PERMIT AND KENNEL PERMITS.

A. Multi-Animal Site Permits

1) It shall be unlawful for a property owner, tenant, lessee, or authorized resident of said property, to possess or harbor more than four Companion Animals in any combination thereof, three months of age or older on their residential or business premises without a Multi-Animal Site Permit.

2) Any person who operates or proposes to operate a residential or commercial Multi-Animal Site shall file an application for a permit with the City Clerk's Office, describing the location of the site, and the purpose for which it is to be maintained. An initial non-refundable fee, established by resolution, for residential or commercial Multi-Animal Sites must accompany any application to defray the cost of processing the request.

3) An onsite visit of the premises shall occur by an Animal Control Officer and designated zoning official or administrator upon the submission of an application. All initial applications will go before the City's Planning and Zoning Board to verify compliance with this section and/or other applicable zoning regulations. If any provision of this section is in conflict with the provision of any applicable zoning regulation, the provision of the zoning regulation shall control.

The following requirements must be met during the onsite visit:

- i. All Companion Animals listed on the application three months of age or over must be vaccinated in accordance with Section 3-68 of this Chapter and possess a city Companion Animal License Certificate.
- ii. All Companion Animals must be implanted with a Companion Animal Microchip or must possess a city animal license tag.
- iii. All Companion Animals must have access to Adequate Food.
- iv. All Companion Animals must have access to Adequate Water.
- v. All Companion Animals must have access to Adequate Shade.
- vi. All Companion Animals must have access to Adequate Shelter.
- vii. Each Companion Animal must meet all requirements as set by Section 3-110 of this Chapter, including minimum space requirements per

Companion Animal, cleanliness requirements, basic and emergency medical care and access to environmental enrichment.

viii. Site must comply with provisions set by Section 3-91 of this Chapter and Section 3-92 of this Chapter in order to prevent Companion Animals from creating a public nuisance by noxious or offensive odors and disturbing the peace by creating noise common to its species.

ix. Site must comply with Section 3-70 of this Chapter.

4) There shall not be more than seven Companion Animals in any combination thereof for multi-animal residential or commercial site permits.

B. Kennel Permits

1) If a business premises is being used for the buying, selling, breeding, training, fostering, rescuing, or boarding of Companion Animals, said business shall apply for a Kennel Permit.

2) Any person who operates or proposes to operate a Kennel shall file an application for a permit with the City Clerk's Office, describing the location of the site, and the purpose for which it is to be maintained. An initial non-refundable fee, established by resolution, for Kennel sites must accompany any application to defray the cost of processing the request.

3) An onsite visit of the premises shall occur by an Animal Control Officer and designated zoning official or administrator prior to a hearing before the City's Planning and Zoning Board to verify compliance with this section and/or other applicable zoning regulations. If any provision of this section is in conflict with the provision of any applicable zoning regulation, the provision of the zoning regulation shall control.

4) The following requirements must be met during the onsite visit:

i. Kennel Permit applicants that are using their permit for commercial purposes shall be required to also apply for a city business license as per (Sec. 7-32. - Application to do business). All other Kennel Permit applicants must provide proof they are a part of a valid nonprofit animal welfare organization.

ii. All Companion Animals listed on the application three months of age or over must be vaccinated in accordance with Section 3-68 of this Chapter.

iii. All Companion Animals must have access to Adequate Food.

iv. All Companion Animals must have access to Adequate Water.

v. All Companion Animals must have access to Adequate Shade.

vi. All Companion Animals must have access to Adequate Shelter.

vii. Each Companion Animal must meet all requirements as set by Section 3-110 of this Chapter, including minimum space requirements per

Companion Animal, cleanliness requirements, basic and emergency medical care and access to environmental enrichment.

viii. Site must comply with provisions set by Section 3-91 of this Chapter and Section 3-92 of this Chapter in order to prevent Companion Animals from creating a public nuisance by noxious or offensive odors and disturbing the peace by creating noise common to its species.

ix. Site must comply with the provisions of Section 3-70 of this Chapter.

5) The maximum Companion Animal occupancy for Kennel Permits shall be determined based upon the recommendation of an Animal Control Officer or designated zoning official or administrator to ensure there is adequate space and adequate shelter to ensure sanitary and safe conditions.

C. Denial and Revocation of Multi-Animal Site or Kennel Permits

1) An application may be denied if the applicant or Companion Animal owner shows a history of noncompliance with sections contained in this chapter as evidenced by two or more convictions of violations during the preceding 12 months. Any past city permit or license revocations may be considered in decision making process of whether to approve or deny a permit under this section.

2) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-110 of this Chapter.

3) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-91 of this Chapter.

4) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-92 of this Chapter.

5) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-70 of this Chapter.

6) An application may be denied if two or more unrelated adult witnesses from unrelated residences reports violations of this Chapter or if one adult witness with recorded video shows a violation of this Chapter.

7) A Multi-Animal Site Permit or Kennel Permit may be revoked when, in the opinion of the designated zoning official or administrator or Animal Control Officer, any one or more the following conditions exist:

i. The premises or enclosures are not maintained in a clean, safe, and sanitary condition and are a health, fire, or public safety hazard or produce noxious odors.

ii. The number of Companion Animals exceeds the number allowed under the permit.

iii. Any other violation listed under this chapter or sections.

8) In cases where a Multi-Animal Site Permit or Kennel Permit is revoked, the permittee shall be notified in writing via the mailing address listed on their permit

application. The revocation letter shall state the reasons said permit has been revoked and the option to file a written appeal with the City Manager or their designee within ten business days of the date listed on the revocation letter. Written appeals shall be hand delivered to City Clerk's Office within the allotted timeframe. The City Manager or their designee may review the appeal and reverse the decision, modify the decision, or deny the appeal and uphold the initial revocation.

- 9) If a Multi-Animal Site Permit or Kennel Permit has been revoked, said applicant and/or location of where the permit was issued shall not be allowed to apply or obtain another permit within city limits for a period of at least two years from the date of revocation.

~~Under unforeseen circumstances, a police officer, animal control officer, or animal owner may require an animal to be placed in the care and custody of the Animal Shelter to ensure that the animal is properly cared for. In these situations, the safekeep of the animal shall only occur for a period of not more than 72 hours at the expense of the owner pursuant to fees established by resolution. The owner shall be responsible for contacting a designated person or organization to pick up the animal from the Animal Shelter and the owner shall provide written authorization to the Animal Shelter as to the responsible person or organization taking custody of the animal. After the initial 72 hour period has expired, the animal is no longer classified as a safekeep and the animal shall be considered abandoned and property of the City unless the owner or designated party notifies the City in writing of a date and time the animal will be picked up, not to exceed an additional 72 hours at the owner's expense. No animal shall be released from the Animal Shelter until all fees are paid in full. Owners who knowingly abandon or fail to arrange for pickup of their animal at the Animal Shelter may be prosecuted under other sections within the Municipal Code.~~

~~(Ord. No. 725, 2-9-22)~~

CHAPTER 3. ANIMALS

10) Multi-Animal Site Permits and Kennel Permits shall not be issued to any premises which has a Guard Dog Site Permit.

D. Provisions

- 1) All multi-animal residential or commercial site permits, and Kennel Permits must be renewed annually at a fee established by resolution. Renewal applications must be submitted to the City Clerk's Office for processing. A non-refundable fee, established by resolution shall be charged, and an onsite visit of the premises shall occur by an Animal Control Officer and designated zoning official or administrator. Annual renewals up to 3 years are not required to go before the Planning & Zoning Board and can be approved by an Animal Control Officer, designated zoning official, or administrator. However, the Animal Control Officer and designated zoning official or administrator can request that an application renewal go before the Planning & Zoning Board if deemed necessary.
- 2) Multi-Animal Site and Kennel Permit holders shall allow an Animal Control Officer, police officer, designed zoning official or administrator or other city official to enter and inspect the premises for compliance with this section and/or any other city municipal code or ordinances during normal business hours.
- 3) Upon receipt of payment of a Multi-Animal Site or Kennel Permit application fee, the City Clerk's Office shall forward the application to the Planning and Zoning Department and Animal Control Officer. All initial applications for Multi-Animal Site and Kennel Permits shall undergo a special use permit process pursuant to the procedure detailed in section 11-5-6 of the City's Planning and Zoning Code.
- 4) Veterinary hospitals or clinics shall be exempt from the Kennel Permit licensure requirement of this chapter unless the veterinary hospital or clinic engages in the non-veterinary medical boarding of Companion Animals.

~~SEC. 3-99. LIVESTOCK RUNNING AT LARGE.~~

~~A. It is unlawful for the owners of livestock to willfully allow the livestock to run at large within the city limits. The owners of the Livestock are subject to prosecution under this section regardless of the Livestock's origination.~~

~~As used in this section, "livestock" means all domestic or domesticated animals that are used or raised on a farm or ranch and exotic animals in captivity and includes horses, asses, mules, cattle, sheep, goats, swine, bison, poultry, ostriches, emus, rheas, camelids and farmed Cervidae but does not include canine or feline animals.~~

(Ord. No. 725, 2-9-22)

CHAPTER 3. ANIMALS

SEC. 3-149. LICENSE FEES.

- A. The annual license fee shall be set by resolution for each neutered or spayed Companion Animal.
- B. The annual license fee shall be set by resolution for each intact Companion Animal.
- C. A fee shall be charged for each Companion Animal that has not been spayed or neutered, unless the owner presents a signed statement from a licensed veterinarian stating that spaying or neutering would be a surgical risk for the Companion Animal, due to the Companion Animal's age or condition.
- D. No fee shall be charged for licensure of a Companion Animal implanted with a microchip that is registered by the appropriate microchip company provided the owner of the Companion Animal provides the City with the microchip number and fulfills all requirements set by Section 3-69(D).

SECS. 3-150 – 3-156. RESERVED.

Added – Ordinance information to make the document into proper ordinance format

Added- State law reference, NMSA § 3-18-3, to Section 3-89. Animals Running At Large.

Made changes to Section 3-90. Livestock Running At Large. –

“SEC. 3-90. LIVESTOCK RUNNING AT LARGE.

- A. For the purposes of this Section, **containment** or **containment systems** means the structure or structures that are of sufficient strength and height to contain or confine livestock.*
- B. For the purposes of this Section, **habitual** or **habitually** means three (3) or more occurrences of the same or similar conduct or violation.*
- C. For the purposes of this Section, **negligence** or **negligently** means failure to exercise reasonable care to prevent livestock from running at large. Negligence includes, but is not limited to:*
 - 1) Allowing fences or containment systems to become broken, unsafe or inadequate,*
 - 2) Failing to repair a known problem or defect in fencing or containment systems,*
 - 3) Leaving gates open or improperly secured,*
 - 4) Habitually failing to check known weak points in containment or fencing, or*
 - 5) Allowing or permitting repeated escapes due to inattention or lack of supervision.**Negligence does not include unintentional or unavoidable escapes that occur despite reasonable care.*
- D. For the purposes of this Section, **prompt** or **promptly** means within a reasonable time under the circumstances, without unnecessary delay, and as soon as the owner or responsible party becomes aware, or reasonably should have become aware, of the escape.*
- E. For the purposes of this Section, **reasonable care** means the level of attention, maintenance, and supervision that a reasonably prudent livestock owner or responsible party would exercise under similar circumstances to prevent livestock from escaping. Reasonable care includes, but is not limited to:*
 - 1) Maintaining adequate, secure and functional fencing or containment,*
 - 2) Making prompt repairs to know defects or damage,*
 - 3) Using gates, latches, or enclosures appropriate for the type of livestock,*
 - 4) Taking reasonable steps to monitor livestock when conditions make escape more likely, including, but not limited to weather or known fence or containment damage, and*
 - 5) Promptly responding to recover livestock if an escape occurs.*
- F. For the purposes of this Section, **reckless**, **recklessly** or **recklessness** means acting with conscious disregard for a substantial or unjustifiable risk that livestock may escape or run at large. Recklessness includes, but is not limited to:*
 - 1) Leaving gates open when livestock are present,*
 - 2) Turning livestock out into an area with no containment or fencing,*

- 3) *Failing to secure livestock after repeated warnings or prior escapes,*
- 4) *Ignoring a downed fence or known breach of containment.*
- G. *For the purposes of this Section, **unintentional** or **unintentionally** means without purpose, intent or design and is not the result of a deliberate act or conscious decision by the owner or responsible party. Unintentional or unintentionally does not include circumstances resulting from negligence, recklessness, or knowingly ignoring a risk.*
- H. *It is unlawful for the owner or responsible party of livestock to habitually, knowingly, recklessly or negligently allow or permit livestock to run at large in public or on any public street, public alley, public sidewalk, private or public vacant lot, or private property without the permission of the owner thereof within the City limits.*
 - 1) *Repeated escapes, failure to repair known damage or defects in fencing or containment, or habitual lax supervision shall be prima facie evidence of a violation of this Section.*
- I. *An owner or responsible party shall not be in violation of this section when livestock escape unintentionally and despite the exercise of reasonable care to contain them, provided the owner promptly acts to recover and secure the livestock upon learning of the escape.*
 - 1) *Adequate fencing or containment, prompt repair of damage, absence of repeated escapes, and timely efforts to recover and secure livestock shall be prima facie evidence of reasonable care.*
- J. *Each violation committed under this section shall be considered a separate offense.”*

Added- State law reference, NMSA § 3-18-3, to Section 3-90. Livestock Running At Large.

Made changes to Section 3-95. Sale of Animals. –

“SEC. 3-95. SALE OF ANIMALS.

- A. *Sale in Public. A person shall not display, sell, or offer for sale, barter, give away, transfer, adopt or otherwise dispose of any animal upon any street, sidewalk, public park or private business, unless said private business is properly licensed or such person is acting on behalf of the Truth or Consequences Animal Shelter or other animal welfare non-profit during an adoption event.*
 - 1) *A person may display information, solicit interest, or otherwise offer an animal for rehoming upon a public way or in a public park, provided that:*
 - i. *No physical transfer, sale, barter, giveaway, adoption or other disposition of the animal occurs upon any public way or in any public park. All actual rehoming transactions must take place on privately owned property or properly licensed private business.*
 - ii. *The person complies with Subsections B, C, and D or this Section and any other applicable Sections of this Chapter, state or federal regulations.*

- iii. *Nothing in this subsection authorizes anyone to display, offer, or rehome any animal on private property without the permission of the owner thereof, nor does it authorize any unlicensed commercial sale.*
 - iv. *This Subsection does not restrict the activities conducted by the Truth or Consequences Animal Shelter or any other animal welfare nonprofit during an authorized adoption event.*
 - v. *Any person offering animals for rehoming shall not request a “rehoming fee, adoption fee or similar fee unless they are properly licensed.*
 - vi. *Any person offering animals for rehoming must be the legal owner of the animal.*
 - vii. *Any person offering animals for rehoming must provide accurate information about the animal(s) they intend to rehome and shall not misrepresent the health, age, condition, vaccination status, pedigree or purebred status or sterilization status of the animal(s).*
- B. *Sale of unweaned animals. A person shall not display, sell, offer for sale, barter, give away, transfer or adopt a domestic animal under eight (8) weeks of age, or a guinea pig, hamster, or rabbit under four (4) weeks of age. However, in no event shall an animal be sold, transferred or adopted until it is fully weaned and capable of eating on its own to sufficiently maintain proper body condition for its species and age. Nothing herein shall prohibit the transfer of animals between animal shelters and animal rescue organizations. Nothing herein shall prohibit the sale, transfer, or adoption of an unweaned animal if accompanied by a nursing female.*
- C. *Prize. No person shall offer as a premium prize, award, novelty, or incentive to purchase merchandise any live animal.*
- D. *Sale of turtles. A person shall not offer for sale, sell, barter, or give away turtles, except in conformance with appropriate federal regulations.*

(Ord. No. 725, 2-9-22)

State law reference(s) - Sale, Purchase, Trade and Possession of Certain Animals Regulated, NMSA, § 77-18-1.”

Added- State law reference, NMSA § 3-18-3, to Section 3-110. Physical Abuse.

Added- State law reference, NMSA § 3-18-3, to Section 3-110. Work Cruelty.

Added- State law reference, NMSA § 3-18-3, to Section 3-110. Care and Maintenance.

Added – State law references, NMSA § 30-18-1, and NMSA § 3-18-3, to Section 3-113. Animals In Vehicles.

Added- State law reference, NMSA § 3-18-3, to Section 3-114. Keeping of Diseased or Painfully Crippled Animals.

Added- State law reference, NMSA § 3-18-3, to Section 3-115. Animal Fights.

Added – “Upon conviction” to Subsection A of Section 3-121. Repeat Offenses.

Added new section – Section 3-139. Injuring or Tampering with a Fence, Gate or Securing Device.

“SEC. 3-139. INJURING OR TAMPERING WITH A FENCE, GATE OR SECURING DEVICE.

- A. It is unlawful for any person to intentionally, knowingly or willfully cut, damage, destroy, tamper with, unlock, remove or otherwise interfere with any fence, gate or other enclosure or securing device that they do not own for the purpose of releasing, allowing the escape of, or providing unauthorized access of any animal.*
- B. Exceptions. The prohibitions of this Section shall not apply to:*
 - 1) Law Enforcement Officers, Animal Control Officers or emergency responders acting within the scope of their official duties.*
 - 2) Persons acting in good faith in an emergency, when such action is reasonably necessary to:*
 - i. Prevent or reduce the threat of serious bodily injury or death.*
 - ii. Rescue a person who is trapped, endangered, or otherwise in need of urgent assistance;*
 - iii. Prevent significant harm to an animal when no reasonable alternative exists; or*
 - iv. Property owners or lawful occupants accessing or repairing their own fences, gates or enclosures.*
- C. Each animal allowed to escape as a result of a violation of this Section shall constitute a separate offense.”*

Re-numbered - Sections 3-139 through 3-144 in order to account for addition of new section (Section 3-139.)

ORDINANCE NO. 771

AN ORDINANCE OF THE CITY OF TRUTH OR CONSEQUENCES, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF TRUTH OR CONSEQUENCES, BE AMENDED BY AMENDING CHAPTER 3 PERTAINING TO ANIMALS.

Chapter 3. ANIMALS shall be amended in its entirety to read as follows:

Chapter 3 - ANIMALS

ARTICLE I. GENERAL PROVISIONS

SEC. 3-1. TITLE AND INTENT.

This Chapter shall be known and may be cited as the Truth or Consequences Animal Control Ordinance. It is the intent of the City Commission that enactment of this chapter will protect animals from neglect and abuse, protect residents from nuisance and injury, promote the health, safety, and welfare of the residents and animals, assist in providing humane population control of animals, reunite animals with their owners, finance the functions of licensing and recovery of said animals, and assist in providing housing for animals in an Animal Shelter.

(Ord. No. 725, 2-9-22)

SEC. 3-2. DEFINITIONS.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandonment of animals means to desert and/or to relinquish the supervision or care of any animal regardless of age or condition on one's premises or on property other than one's own without permission.

Adoption means to take by choice and assume responsibility for proper care in accordance with this Chapter.

Adequate food means the access to and provision of uncontaminated, edible, nutritious food, which is of adequate quantity as to maintain the normal weight and condition of a healthy animal.

Adequate living area means adequate space, shade, and shelter suitable to the age, size, species and breed of animal.

Adequate shade means provision of and access to either man made or natural shade suitable for species, age, condition, size and type of each animal.

Adequate shelter means A structurally sound, adequately ventilated, weatherproof structure that is comprised of non-toxic materials and interior floors that minimize injury and discomfort to the Animal. The structure must be clean and of a suitable size as to limit overcrowding by properly accommodating the specific Animal. The structure must protect the Animal from extreme conditions. The Animal must be able to lie down fully with limbs and tail outstretched and rise to

its feet, in a natural manner, consistent with the Animal's species. An Adequate Shelter must be within a Secure Fence.

Adequate space to prevent overcrowding or ***Adequate Space*** means having sufficient space to allow animals restrained together to be able to move freely, turn around and lie down with tail and limbs outstretched.

Adequate water means constant access to a supply of unfrozen potable water in sufficient amount as to maintain good health

Alter or ***Alteration*** means to render an animal permanently sterilized and incapable of reproduction.

Animal means any living nonhuman mammal, bird, reptile, or amphibian including bats, Companion Animals, Companion Birds, Domestic Animals, Exotic or Wild Animals, Livestock, pigeons, porcupines, Poultry, prairie dogs, rabbits and skunks. For the purpose of this article, insects and arachnids are not included in the definition of animal.

Animal Shelter or ***shelter*** means any pound, lot, premises, and/or building maintained by the City for the care and custody of animals. This shall include any private shelter contracted or permitted by the City for the purpose of maintaining care and custody of animals.

Animal Shelter Staff means a person or group of people employed by the City to work at the Animal Shelter and charged with maintaining care and custody of animals.

Animal Control Officer or ***A.C.O*** means any person designated by the Chief of Police or City Manager to enforce animal control laws, orders, ordinances and regulations.

Animal fighting paraphernalia means equipment that any reasonable person would ascertain is used for animal fighting purposes which includes, but is not limited to:

1. Instruments designed to be attached to the leg of a bird, such as a boxing gloves, knife, gaff, or other sharp instrument.
2. Items to train and condition animals to fight including, but not limited to, hides or other material used as hanging devices to strengthen and/or condition dogs, wooden sticks or handles used to pry open dog's jaws, performance enhancing drugs or substances, or food or water additives.

Auction means any place or facility where animals are regularly bought, sold or traded, except for those facilities otherwise defined in this chapter. This definition does not apply to individual sales of animals by owners.

Bait animal means any animal used to train and/or condition other animals to fight and are exposed to attack by other animals used in fighting or to make the attacking animal more confident and aggressive.

Basic Grooming means examination, attention and acts reasonably necessary to maintain the eyes, ears, beaks, hooves, feet, coat and skin of an Animal in healthy condition. Basic Grooming

also obligates an Owner to provide any and all materials an Animal requires for self-grooming. Basic Grooming does not include acts to maintain appearance only.

Basic Medical Care means reasonable medical care required by the species, including periodic examinations by a veterinarian, prompt Veterinary care when required, age and species appropriate Vaccinations, Basic Grooming and internal and external Parasite Control where appropriate.

Bite means any puncture, tear, scratch or wound of the skin inflicted by the teeth of an animal.

Bona Fide Animal Show means an exhibition approved by the City Manager or City Manager's designee of Companion Animals, Companion Birds or Horses in competition for prizes or awards that does not include sales or fighting.

Breeder means any person involved in the controlled breeding of animals. Breeders are subject to City of Truth or Consequences Kennel Permit requirements.

Business Days or **Working Days** means any day in which normal business operations are conducted. Typically, Monday through Friday and not including Public Holidays.

Cage means a structure for confining birds or animals, enclosed on at least one side by a grating of wires or bars that lets in air and light.

Calander Days means every day on the calendar including weekends and holidays.

Canine hybrid means any offspring which results from the breeding of a domestic species or breed of canine with any wild species or breed of canine, such as wolf or coyote. Any animal which at any time has been or is advertised, or otherwise described or represented as a canine hybrid, wolf-dog, or wolf hybrid by its owner to an Animal Control Officer, Veterinarian, Police Officer, or Official of the Department of Health shall be considered a canine hybrid for the purpose of this chapter. An animal shall not be classified to be a canine hybrid based strictly on its appearance.

Care means responsibility for or attention to health, well-being, and safety.

Cat means belonging to the species *Felis Catus*.

Collar means a strap made of leather or other strong material or a harness that is worn around the neck/torso of an animal to which a current rabies vaccination and city animal registration tag can be affixed.

Community Cat means any free-roaming cat that may be cared for by one or more residents of the immediate area who is/are known or unknown; a community cat may or may not be feral. Community cats shall be distinguished from other cats by being sterilized and ear tipped; community cats are exempt from licensing, limits, tags, stray and at-large provisions of this ordinance and maybe exempt from other provisions directed toward owned animals.

Community Cat Caregiver means A person who provides care, including food, shelter or medical care to a community cat, while not being considered the owner, custodian, harbinger,

controller or keeper of a community cat or to have care or charge of a community cat. Caregivers must make every effort to minimize the impact on local wildlife, and feed the proper quantity of food for the number of cats. Community cat caregivers may redeem community cats from the shelter without proof of ownership.

Companion Pet or **Companion Animal** means an owned, Domestic Animal that is considered a pet. This does include not a Hybrid dog or Hybrid cat. Guard Dogs are not considered Companion Animals or Companion Pets.

Companion Bird means A bird commonly kept as a pet by humans and confined on the property of the Owner, including parakeets, canaries, lovebirds, finches, parrots, macaws, cockatoos, cockatiels, toucans and lorries, but excluding:

1. All of the family *Anatidae* (waterfowl);
2. All of the family *Tetraonidae* (grouse and ptarmigans);
3. All of the family *Phasianidae* (quail, partridges and pheasants);
4. All of the family *Meleagrididae* (wild turkeys) except for the domestic strains of turkeys;
5. All of the family *Phasianidae* (francolins);
6. All of the family *Gruidae* (cranes);
7. All of the family *Rallidae* (rails, coots and gallinules);
8. All of the family *Charadriidae* (plovers, turnstones and surfbirds);
9. All of the family *Scolopacidae* (shorebirds, snipe, sandpipers and curlews);
10. All of the family *Recurvirostridae* (avocets and stilts);
11. All of the family *Scolopacidae* (phalaropes);
12. All of the family *Columbidae* (wild pigeons and doves) except for the domestic strains of pigeons; and
13. Ducks, geese, chickens and other poultry.

Confined or **confinement** means restriction of an animal at all times by an owner or keeper in an escape proof building or other enclosure away from other animals and the public.

Crate means a device or structure designed for the temporary confinement of an Animal.

Custody or **Custodian** means the possession, control over and responsibility for an Animal by a Person who may or may not be the Owner but who may represent the Owner of an Animal.

Dangerous dog means a dog that caused a serious injury to a person, Domestic Animal or Livestock.

Dog means a member of the species *Canis Lupus Familiaris*.

Domestic Animal means any living creature other than a human being that is customarily used for companionship, food or work. For the purpose of this chapter all Companion Animals are Domestic Animals but not all Domestic Animals are Companion Animals.

Domestic Livestock or **Livestock** as defined by the State Livestock Code and shall include, but not be limited to, bison, buffalo, cattle, horses, donkeys, mules, chickens, ducks, poultry, llamas, ostriches, emus, rheas, camelids (camels), farmed Cervidae, swine, sheep or goats.

Ear-tip means the removal of approximately a quarter-inch off the tip of the cat's left ear in a straight line cut, the universal sign of a sterilized, unowned cat. If these requirements are met, the ear-tipped cat is exempt from licensing, limits, tag, and certain stray and at-large provisions of this chapter and may be exempt from other provisions directed toward owned animals.

Electronic leash, electronic collar or e-collar means a device that uses a remote to send signals that deliver electric stimulation, vibrations, beeps to control, confine or correct an animal. Is not considered a form of immediate control and shall not be used in place of a leash.

Emergency measures mean any action taken by animal control or its designated agents to preserve the health and life of an animal or human being, including but not limited to entering vehicles or premises, with probable cause and/or exigent circumstance, and impounding an animal to prevent present or imminent suffering to the animal, a human being, or another animal.

Emergency Medical Care means the care required in response to a traumatic injury or rapidly evolving health crisis concerning an Animal.

Enclosed lot means any parcel of land or portion thereof in private ownership around the perimeter of which a wall or fence has been erected of such a height and surety so as to retain the species of animal within the bounds for which the fence was erected.

Enclosure means an area completely surrounded by a wall, fence, or animal pen of sufficient height and strength to contain the animal(s) within and prevent the entry of any other animal(s).

Establishment means a place of business together with its grounds and equipment.

Estray or stray means any Companion Animal, Companion Pet, Exotic Animal or Livestock found running at large or unattended beyond the boundaries of the premises of the owner.

Exotic Animal or Wild Animal means those species of animals that are considered exotic to humans. Exotic Animals include any and all of the following orders and families, whether bred in the wild or in captivity, and any and all hybrids. The animals listed in the parentheses are intended to act as examples and are not to be construed as an exhaustive list or limit the generality of each group of animals, unless otherwise specified:

1. Class *Mammalia*
 - a. Order *Artiodactyla* (hippopotamuses, giraffes, camels, deer, not cattle or swine or sheep or goats)
 - b. Order *Carnivora*
 - i. Family *Felidae* (lions, tigers, cougars, leopards, ocelots, servals, not domestic cats)
 - ii. Family *Canidae* (wolves, coyotes, foxes, jackals, not domestic dogs)
 - iii. Family *Ursidae* (all bears)
 - iv. Family *Mustelidae* (weasels, skunks, martens, minks, not ferrets)
 - v. Family *Procyonidae* (raccoons, coatis)
 - vi. Family *Hyaenidae* (hyenas)
 - vii. Family *Viverridae* (civets, genets, mongooses)

- c. Order *Edentalia* (anteaters, armadillos, sloths)
 - d. Order *Marsupialia* (opossums, kangaroos, wallabies, not sugar gliders)
 - e. Order *Perissodactyla* (rhinoceroses, tapirs, not horses or donkeys or mules)
 - f. Order *Primates* (lemurs, monkeys, chimpanzees, gorillas)
 - g. Order *Proboscidae* (elephants)
 - h. Order *Rodentia* (squirrels, beavers, porcupines, not guinea pigs, or rats, or mice, or gerbils, or hamsters)
2. Class *Reptilia*
- a. Order *Squamata*
 - i. Family *Varanidae* (only water monitors and crocodile monitors)
 - ii. Family *Iguanidae* (only green iguanas and rock iguanas)
 - iii. Family *Boidae* (all species whose adult length has the potential to exceed eight feet in length)
 - iv. Family *Colubridae* (only boomslangs and African twig snakes)
 - v. Family *Elapidae* (coral snakes, cobras, mambas) - All species
 - vi. Family *Natricidae* (only keelback snakes)
 - vii. Family *Viperidae* (copperheads, cottonmouths, rattlesnakes) - All species
 - b. Order *Crocodylia* (crocodiles, alligators, caimans, gavials) - All species
 - c. Order *Cetacea* (whales, dolphins, porpoises)
 - d. Order *Pinnipedia* (seals, sea lions, walruses)

Exotic or Wild Animal Permit means the Permit allowing a Person to own a Permissible Exotic or Wild Animal within the Truth or Consequences City Limits.

Feline hybrid means any offspring which results from the breeding of a domestic species or breed of feline with any wild species or breed of feline, such as an African Serval cat. Any animal which at any time has been or is advertised, or otherwise described or represented as a feline hybrid by its owner to an Animal Control Officer, Veterinarian, Police Officer, or Official of the Department of Health shall be considered a feline hybrid for the purpose of this chapter. An animal shall not be classified to be a feline hybrid based strictly on its appearance.

Feral animal means an individual animal of a domesticated species that is not behaviorally compatible with humans, and is therefore not suitable to serve as a pet, Companion Animal, or work animal. Any feral animal that by physical aspect and behavior are deemed to be un-owned and have been trapped for the purpose of improving public health and limiting reproduction.

Finder means any person who discovers and temporarily takes possession of a Companion Animal that has been separated from its Owner.

Foster means to take temporary Custody of any Animal on behalf of or at the request of the Truth or Consequences Animal Shelter or other non-profit to administer veterinary care, groom, train, provide special feeding, care for or otherwise provide for the Animal.

Guard Dog means a dog that is used to protect a Guard Dog Site. Guard dogs are not considered Companion Animals or Companion Pets.

Guard Dog Site means a commercial establishment that utilizes a Guard Dog.

Guard Dog Site Permit or **GDSP** means the permit required for a Guard Dog Site.

Grooming parlor means any establishment, or part thereof, or premises maintained for the purpose of offering animals cosmetological services for profit.

Handler means a person who is responsible for controlling the actions of a guard dog.

Harness with respect to a dog, means a properly fitting apparatus that is not abrasive and that restrains the dog by the body and shoulders without the involvement of the neck. With respect to a cat means, a properly fitting apparatus that is not abrasive featuring adjustable collar buckles around the neck that are joined to an adjustable girth.

Healthy means that an Animal is free from disease and not suffering from any objectively observable illness.

Heat, estrus or **season** means a regularly recurring state of estrus during which the female animal is capable of attracting or accepting the male for breeding or is capable of conceiving.

Hobble or **hobbling** means to tie or strap the legs of an animal together to prevent it from straying.

Household means a human social or family unit comprised of one or more Persons, occupying, residing and domiciled in the same residence.

Humane live trap or **live humane trap** means any device designed to catch and restrict an Animal without causing any harm to the Animal.

Illness means a malady, injury, impairment, or physical/mental condition that requires veterinary care.

Immediate control means direct physical control over an animal by the owner/responsible party by use of:

1. A secure collar or harness and leash no longer than eight (8) feet long for a dog; or
2. A secure leash no longer than eight (8) feet long in conjunction with a properly fitting harness for a cat or ferret; or
3. A secure and appropriate portable animal crate or cage for any animal.

Immediate control does not include:

1. Voice or oral commands/control.
2. Electronic leashes, electronic collars, electronic training collars or other similar devices.

Impound means the act by an Animal Control Officer or Law Enforcement Officer of taking up and confining an animal within a shelter or facility used by the City for the confinement of said animal.

Incarceration, Imprisonment or **Incarceration Hold** means the restraint or detention of an individual at a jail, prison, corrections facility or other similar facility by Law Enforcement.

Injured means the condition of an Animal being harmed, disabled or impaired in a physical sense which is determined by the reasonable objective observation of wounds, injured limbs, broken bones, or disfiguring lacerations.

Intact Animal means an animal that has not been spayed, neutered or altered.

Invisible Fence, Hidden Fence, Radio Fence or Electric Fence means an electronic pet containment system that uses a wire, typically a buried wire, and a collar to keep pets within a designated boundary by delivering a beep, vibration, electric shock or other warning when an animal gets too close to the boundary. An invisible fence is not considered a secure fence.

Kennel area means a secure space within which an animal is housed that is of sufficient height and strength to contain the animal within and provide sufficient room for the animal to comfortably move around within the structure and lie down with limbs and tail outstretched.

Commercial Kennel means any premises on which a total of five or more dogs or cats, in any combination thereof, four months of age or older, are kept; and where the business of buying, selling, breeding, training or boarding of dogs and/or cats is conducted.

Law Enforcement Officer means a government employee appointed to enforce the law, such as a police officer or sheriff.

Leash means a physical chain, strap, rope, cord or line of sufficient strength and material for leading, controlling and restraining an animal. Does not include electronic collars, electronic leashes or electronic training collars. A leash shall not be longer than eight (8) feet long.

License or Animal License, Companion Animal License means a City of Truth or Consequences Animal License.

License Certificate, Animal License Certificate or Companion Animal License Certificate means the certificate supplied by the City of Truth or Consequences that contains the number of the City of Truth or Consequences Animal License and attests that a Companion Animal has a valid Companion Animal License.

License Tag, Animal License Tag or Companion Animal License Tag means the tag supplied by the City of Truth or Consequences that contains the number of a City of Truth or Consequences Companion Animal License.

Litter means one or more sibling offspring of a Companion Animal under six (6) months old.

Litter Permit or Companion Animal Litter Permit means the permit required when a Companion Animal becomes pregnant.

Licensed veterinarian or veterinarian means a person with a Doctor of Veterinary Medicine degree, licensed to practice in the State of New Mexico.

Medical Hold means a temporary voluntary or involuntary hold on an individual for treatment or evaluation by medical professionals at a hospital or other similar facility due to injury, illness, incapacitation or other medical condition or due to death of owner.

Microchip means a passive transponder which can be implanted in an animal by injection and which is a component of a radio frequency identification (RFID) system. Such system must be compatible with a scanner used by an Animal Control Officer or Animal Shelter Staff.

Neglect means the failure of an Owner to provide care for an Animal in the Owner's Custody which failure causes an Animal to suffer physical or emotional harm.

Neuter means to render a male animal permanently sterile and incapable of reproduction.

Owner means a person who is at least eighteen (18) years of age who possesses an Animal and claims a legally valid right of possession or title of an Animal superior to the rest of the world. Under this Chapter, any person acting as an agent of the Owner and any Person over the age of eighteen (18) in a Household and left in charge of an Animal may be deemed the Owner. This does not include any person acting on behalf of the City Animal Shelter to temporarily house or Foster animals.

Permissible Exotic or Wild Animal means an Exotic or Wild Animal that does not violate federal or New Mexico State law.

Permit means a document evidencing approval by the City Manager, the City Commission, the Mayor, or a designee of the City Manager or Mayor to conduct a certain activity or possess a certain animal.

Permit Holder means a qualified person to whom a valid permit has been provided.

Permitted Premises means the establishment, residence, real property or other site for which a permit has been issued.

Person means an individual, firm, partnership, corporation, company, society, association, legal entity, and every agent or employee thereof.

Person in Charge means the individual present or individual in apparent supervision or control of a premise.

Pet means any domesticated animal kept as a Companion Animal, and not intended to be used for farming or human consumption. Livestock shall not be considered a pet even if kept as a Companion Animal and not used for farming or human consumption.

Pet shop or dealer means any commercial establishment or person, including wholesalers engaged in the business of buying and selling or holding pet animals for sale. This term shall not include Livestock auctions.

Police Officer means a sworn member of the Truth or Consequences Police Department, the Sierra County Sheriff's Office or the New Mexico State Police.

Possession means the custody of an animal.

Potable water means water that can be consumed without concern for adverse health effects and is safe for drinking.

Potentially dangerous dog means a dog that may reasonably be assumed to pose a threat to public safety as demonstrated by the following behaviors:

1. Causing an injury to a person, Domestic Animal or Livestock that is less severe than a serious injury; or
2. Chasing or menacing a person, Domestic Animal or Livestock in an aggressive manner and without provocation; or
3. Acting in a highly aggressively manner within a fenced yard or enclosure and appearing able to jump out of the yard or enclosure.

Premises means a parcel of land owned, leased, rented, or controlled by any person, legal or natural. Such parcel of land may include a structure, and includes such items as kennels, houses, mobile homes, apartments, condominiums, and townhouses which are located on a parcel of land.

Proper enclosure means secure confinement indoors or outdoors, such as in a fenced yard, locked pen or other structure that is designed to prevent the animal from escaping the confined area and young children from entering the confined area but does not include chaining, tethering, restraining or other affixing the animal to a stationary object.

Proof of Ownership means any documentation or evidence which proved to the satisfaction of the City Manager's designee that a Person is the Owner of an Animal, including a Microchip identification, Veterinarian invoice, official registration, or photographs of the Animal.

Provoked means the response of an Animal that a reasonable Person believes the Animal has taken to defend itself, its offspring, its Owner or family member, or another Person within its immediate vicinity from assault, actual or perceived, or to defend real property belonging to its Owner or family member.

Public way means an alley, avenue, boulevard, bridge, channel, ditch easement, express freeway, highway, land, parkway, right-of-way, road, sidewalk, street subway, tunnel, viaduct, walk or other ways in which the general public or a public entity have a right, or which are dedicated, whether improved or not.

Qualified service animal means:

1. Any qualified service dog or qualified service miniature horse that has been or is being trained to provide assistance to an individual with a disability;
2. An animal recognized as a service animal under either federal regulations implementing the Americans with Disabilities Act, or NMSA 1978, Chapter 28, Article 11, which is the New Mexico Service Animal Act, and as amended;
3. A qualified service animal does not include a pet, an emotional support animal, a comfort animal, or a therapy animal as defined in NMSA 1978, Section 28-11-2(B) (2013).

Quarantine means the segregation, detention and isolation of an animal for any time as required by state law in order to observe the animal suspected of contagion and control the spread of said contagion.

Reclaim, Redeem or Redemption means an Owner's or other person designated by the owner's recovery of an Animal that has been Impounded at the Truth or Consequences Animal Shelter.

Responsible party for the animal or **Responsible Party** means the owner of a Domestic Animal or Livestock, or an adult person placed in charge of the Domestic Animal or Livestock in the absence of incapacitation of the owner.

Run at large or **running at large** means to be free of control beyond an enclosed lot or the premises or vehicle of the owner or responsible party.

Safekeep or **safekeeping** means the temporary housing and care of an animal by the animal shelter in an event where the owner or responsible party is incapacitated or otherwise unable to provide care for the animal.

Secure Enclosure means a cage, crate or box, that may be portable, of sufficient strength to contain a Domestic Animal within and is not able to be invaded.

Secure Facility means a house or building in which an Animal is being restricted that will prevent the Animal, including a Guard Dog, from being able to escape.

Secure Fence means a visible protective or confining barrier of sufficient strength and height that prevents any Domestic Animal or Livestock, including Guard Dogs, from escaping the property on which the Animal is being restricted. The Secure Fence shall also reasonably protect the Animal within the fence from other Domestic Animals, Livestock or people coming into contact with the restrained Domestic Animal or Livestock. This includes a dog run type structure.

Serious injury means A physical injury that results in broken bones, multiple bites or disfiguring lacerations requiring sutures or reconstructive surgery.

Seize means to take custody of an Animal with or without notice to the Owner or the consent of the owner. Exigent Circumstances must exist if an animal is taken into Custody without notice to the Owner or the consent of the Owner.

Songbird or **songbirds** means a bird that utters a succession of musical tones and shall include but are not limited to:

1. All of the family *Estrildidae* (old world finches).
2. All of the family *Fringillidae* (new world finches).
3. All of the family *Icteridae* (Blackbirds).
4. All of the family *Sittidae* (Nuthatches).
5. All of the family *Troglodytidae* (Wrens).
6. All of the family *Muscicapidae* (old world flycatchers).
7. All of the family *Sturnidae* (Starlings).
8. All of the family *Paridae* (Titmice and nuthatches.)
9. All of the family *Phylloscopidae* (Leaf warblers.)
10. All of the family *Corvidae* (Crows and jays.)
11. All of the family *Paradisaeidae* (Birds of Paradise.)
12. All of the family *Pipridae* (Manakins.)
13. All of the family *Tyrannidae* (Tyrant flycatchers.)

Spay means to render a female animal permanently sterile and incapable of reproduction.

Surrender or ***Owner Surrender*** means the relinquishment of Ownership of a Domestic Animal to the Truth or Consequences Animal Shelter by the Owner of the Animal.

Tether means to restrain an animal by means of a runner cable or similar device attached to a running line, pulley or trolley system.

Tormenting of animals means the act of bothering, annoying, distracting or agitating an animal.

Trap-Neuter-Return or ***TNR*** means a humane method to manage feral and stray cat populations by trapping them, spaying or neutering them, and returning them to their original outdoor homes. The process typically includes vaccinating the cats and often ear-tipping them to signify they have been sterilized.

Trolley or ***Trolley System*** means a cable strung between two fixed and stable points, to which a dog on a short lead is attached, allowing for freedom of movement.

Un-weaned means of an infant or other young mammal not accustomed to food other than its mother's milk.

Vaccination or ***Vaccinate*** means the inoculation of an animal with a vaccine administered by a veterinarian for the purpose of immunizing the animal against rabies as required by the State of New Mexico Rabies Control Act of 1959. The amount given should be sufficient to provide immunity from rabies for a minimum of one year. This also includes the inoculation of an Animal against distemper, parvo, para influenza, corona virus or Bordetella and other vaccinations deemed necessary from time to time by the City Manager or City Manager's designee.

Vermin means wild rodents and various insects including flies, mosquitoes, ants and wasps.

Veterinary hospital or ***veterinary clinic*** means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries to animals.

Vicious animal means any animal which kills or severely injures (so as to result in muscle tears or disfiguring lacerations, require multiple sutures, or corrective or cosmetic surgery, permanent disfigurement) a person or domesticated animal, but it does not include an animal which bites, attacks or injures a person or animal which is unlawfully upon its owner's premise, or which is provoked. Vicious animal includes an animal that inflicts a bite after it has been deemed a Dangerous Animal, regardless of severity of such bite.

Cross reference(s) - Rules of Construction, Definitions, Generally, § 1-2.

SEC. 3-3. PERJURY.

It is unlawful for any person to make any false affidavit, or knowingly swear or affirm falsely to any document, matter or thing required to be sworn or affirmed by the terms of this Chapter.

SEC. 3-4. NO PRIVATE CAUSE OF ACTION.

Nothing in this article is intended to create a private cause of action.

ARTICLE II. ADMINISTRATION OF CHAPTER

SEC. 3-5. ANIMAL CONTROL OFFCERS.

The City Manager is responsible for the administration of this chapter. Reasonable rules and regulations shall be prescribed by the Commission to carry out the intent and purpose of this chapter, pursuant to standards created by this chapter. Powers to enforce the chapter are delegated to the Chief of Police and may be delegated by the Chief of Police to the appointed Animal Control Officers, Code Enforcement Officer or Police Officers as he may deem expedient.

(Ord. No. 725, 2-9-22)

State law reference(s) - Municipal Authority to designate Animal Control Officer, NMSA, § 77-1-15.1B, New Mexico Administrative Code 7.4.2.17.

SEC. 3-6. AUTHORITY OF ANIMAL CONTROL OFFICERS.

- A. Animal Control Officers and/or Truth or Consequences Police Officers shall have the authority to issue citations for violations of this Chapter within the corporate limits of the city or in other areas of jurisdiction as specified in agreements with other entities.
- B. Truth or Consequences Police Officers and those designated or assigned to the enforcement of ordinances regulating or controlling animals and fowl by the Chief of Police, shall have the authority to investigate upon probable cause any alleged violation of this Chapter.
- C. Animal Control Officers and Truth or Consequences Police Officers shall have the authority to take up and impound any animal or fowl authorized to be impounded by this Chapter or by other ordinances within the specified agreements with other entities.
- D. Animal Control Officers shall wear a uniform and a badge identifying such officer as an Animal Control Officer.

State law reference(s) - Municipal Authority to designate Animal Control Officer, NMSA, § 77-1-15.1B, New Mexico Administrative Code 7.4.2.17.

SEC. 3-7. ESTABLISHMENT OF ANIMAL SHELTER.

There is hereby established an Animal Shelter which shall be located at a location designed by the Commission.

(Ord. No. 725, 2-9-22)

SEC. 3-8. ANIMAL SHELTER, HOURS OF BUSINESS.

The Animal Shelter of the City of Truth or Consequences shall be kept open to the general public for the transaction of business during the hours set by the City Manager.

(Ord. No. 725, 2-9-22)

SEC. 3-9. SAFEKEEPING OF ANIMALS BY THE ANIMAL SHELTER.

- A. A Law Enforcement Officer, Animal Control Officer, or animal owner or person designated by an animal owner, may require a Domestic Animal to be placed in the care and custody of the Animal Shelter to ensure that the Domestic Animal is properly cared for. In these situations, the safekeep of the Domestic Animal at the expense of the owner shall only occur for a period of:
 - 1) Not more than ten (10) calendar days for a person on a Medical Hold. After ten (10) calendar days the Domestic Animal may become property of the Animal Shelter and a boarding fee established by resolution may be applied.
 - 2) Not more than ten (10) calendar days for a person on an Incarceration Hold. After ten (10) calendar days the Domestic Animal may become property of the Animal Shelter and a boarding fee established by resolution may be applied.
- B. The owner shall be responsible for contacting a designated person or organization to pick up the Domestic Animal from the Animal Shelter and the owner shall contact the Animal Shelter and provide authorization for such person or organization to take custody of the Domestic Animal to the Animal Shelter.
- C. After the safekeep period has expired, the animal is no longer classified as a safekeep the Domestic Animal may be considered abandoned and become property of the Animal Shelter unless the owner or designated party notifies the Animal Shelter of a date and time the Domestic Animal will be picked up, not to exceed an additional 72 hours at the owner's expense. No Domestic Animal shall be released from the Animal Shelter until all fees are paid in full. Fees may be waived or reduced by the City Manager or Designee of the City Manager. Owners who knowingly abandon or fail to arrange for pickup of their Domestic Animal at the Animal Shelter may be prosecuted under other sections within the Municipal Code.

(Ord. No. 725, 2-9-22)

SEC. 3-10. SEIZURE OF ANIMALS NOTICE.

- A. An Animal Control Officer, or designee who reasonably believes that the life or health of an animal to include Livestock is endangered due to cruel treatment may apply to a court of proper jurisdiction in the county where the animal is located for a warrant to seize the animal.
- B. If the court finds probable cause that the animal is being cruelly treated, the court shall issue a warrant for the seizure of the animal. The court shall also schedule a hearing on the matter as expeditiously as possible within ten business days unless good cause is demonstrated by the city for a later time and such extension is approved by a judge with proper jurisdiction to enforce this Chapter.
- C. Written notice regarding the time and location of the hearing shall be provided to the owner of the seized animal. The court may order publication of a notice of the hearing in a newspaper closest to the location of the seizure.

- D. If the owner of the animal cannot be determined or cannot be located, a written notice regarding the circumstances of the seizure shall be conspicuously posted where the animal is seized at the time the seizure occurs.
- E. At the option and expense of the owner, the seized animal may be examined by a veterinarian of the owner's choice if approved by a judge with proper jurisdiction to enforce this Chapter.
- F. If the animal is a type of Livestock, seizure shall be pursuant to Chapter 77, Article 18 NMSA 1978.

(Ord. No. 725, 2-9-22)

State law reference(s) – Seizure of Animals; Notice, NMSA, § 30-18-1.1.

SEC. 3-11. DISPOSITION OF SEIZED ANIMALS.

- A. If the court finds that a seized animal is not being cruelly treated and that the animal's owner is able to provide for the animal adequately, the court may order the return of the animal to its owner.
- B. If the court finds that a seized animal is being cruelly treated or that the animal's owner is unable to provide for the animal adequately, the court may order the animal be relinquished to the Animal Shelter or other facility.
- C. An animal control agency operated by the municipality, or an Animal Shelter or other animal welfare organization designated by an animal control agency or an Animal Shelter, in the custody of which an animal that has been cruelly treated has been placed may petition the court to request that the animal's owner may be ordered to post security with the court to indemnify the costs incurred to care and provide for the seized animal pending the disposition of any criminal charges of committing cruelty to animals pending against the animal's owner.
- D. The court shall determine the amount of security while taking into consideration all of the circumstances of the case including the owner's ability to pay and may conduct periodic reviews of its order. If the posting of security is ordered, the animal control agency, Animal Shelter or animal welfare organization may, with permission of the court, draw from the security to indemnify the costs incurred to care and provide for the seized animal pending disposition of the criminal charges.
- E. If the owner of the animal does not post security within 13 days after the issuance of the order, or if, after reasonable and diligent attempts the owner cannot be located, the animal may be deemed abandoned and relinquished to the animal control agency, Animal Shelter or animal welfare organization for adoption, transfer out or humane destruction.
- F. Nothing in this section shall prohibit an owner from voluntarily relinquishing an animal to an animal control agency or shelter in lieu of posting security. A voluntary relinquishment shall not preclude further prosecution of any criminal charges alleging that the owner has committed cruelty to animals.

- G. As used in this section, "Livestock" means any of the large or small Livestock, including, but not limited to horses, cattle, mules, donkeys, burros, swine, goats, sheep, and fowl, including, but not limited to, chickens, guinea hens, ducks, turkeys, geese, quail, or pigeons or any other Domestic Animals typically used in the production of food, fiber, or other products or activities defined by the city manager as agricultural.

(Ord. No. 725, 2-9-22)

State law reference(s) – Disposition of Seized Animals, NMSA, § 30-18-1.2.

SEC. 3-12. COSTS OF SEIZED ANIMALS.

- A. Upon conviction, a defendant shall be liable for the reasonable cost of boarding the animal and all necessary veterinary examinations and care provided to the animal.
- B. In the absence of a conviction, the seizing agency shall bear the costs of boarding the animal and all necessary veterinary examinations and care of the animal during the pendency of the proceedings, return the animal, if not previously relinquished, and all of the security posted.

(Ord. No. 725, 2-9-22)

State law reference(s) – Costs, NMSA, § 30-18-1.3.

SEC. 3-13. STERILIZATION AGREEMENT/DEPOSIT FOR SPAYING AND NEUTERING DOGS AND CATS.

- A. It is the intent of the City for all dogs and cats over the age of 4 months to be spayed/neutered. Therefore, no cat or dog shall be released from the Animal Shelter to an adopting person unless it has been spayed/neutered or unless a sterilization agreement has been signed and a sterilization deposit set by resolution has been paid.
- B. The sterilization deposit shall be reimbursed only upon presentation of a receipt from a veterinarian that the adopted animal has been sterilized within 30 days of the date of adoption for cats/dogs over the age of six months or by six months of age for kittens and puppies.
- C. An unsterilized animal reclaimed by its owner shall be released without being sterilized upon payment of the sterilization deposit and impoundment/boarding fees imposed by the shelter and set by resolution, and the owner shall sign an agreement stating he/she will sterilize the animal within 30 days after release or will obtain a breeder permit or its equivalent. The sterilization deposit may be reimbursed upon presentation by the owner of a receipt from a veterinarian that the animal has been sterilized within 30 days of release.

(Ord. No. 725, 2-9-22)

State law reference(s) – Sterilization Agreement and Sterilization Deposit Required, NMSA, § 77-1-20.

SEC. 3-14. QUALIFIED SERVICE ANIMALS.

- A. A person with a disability who is using a qualified service animal, as defined by the American Disability Act (ADA), shall be admitted to any building open to the public and to all other public accommodations and shall be allowed access to all common carriers; provided that the qualified service animal is under the control of an owner, a trainer or a handler of the qualified service animal. A person shall not deny an individual with a qualified service animal entry to a building open to the public or to any public accommodation or deny access to a common carrier, regardless of any policy of denying pets entry to that building, public accommodation or common carrier. A person shall not be required to pay any additional charges for the qualified service animal, but may be liable for any damage done by the qualified service animal; provided that persons without disabilities would be liable for similar damage; and
- B. This section does not require a public accommodation or common carrier to permit an owner, trainer or handler using a qualified service animal to have access to a public accommodation or common carrier in circumstances in which the individual's use of the qualified service animal poses a direct threat of significant harm to the health or safety of others.

Credits L. 1989, Ch. 242, § 2; L. 1999, Ch. 262, § 2; L. 1999, Ch. 288, § 2; L. 2005, Ch. 224, § 3, eff. June 17, 2005; L. 2013, Ch. 57, § 3, eff. June 14, 2013. § 28-11-3. Admittance of qualified assistance animals, State of New Mexico

(Ord. No. 725, 2-9-22)

SECS. 3-15 – 3-28. RESERVED.

ARTICLE III. PENALTIES

SEC. 3-29. GENERAL PENALTY.

Whenever in this Chapter an act is prohibited or is made or declared to be unlawful or an offense or whenever in such section of the Chapter the doing of any act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the penalty for violation of any section of this Chapter shall be as follows:

1. Any person who violates any of the provisions of this Chapter shall be deemed guilty of a misdemeanor and may be punished by a minimum of fine \$25.00 and not exceeding \$200.00 and/or imprisonment for a period not exceeding ninety (90) days in the discretion of the court upon conviction of violating the Ordinance. A person may, in addition to any other penalty, be required to attend an animal training or care school/classes in the discretion of the Court.
2. Each day any such violation or failure to perform such act as provided in this Chapter exists, it is an offense and shall continue shall constitute a separate offense, unless otherwise specifically provided.

3. Each animal cited under this chapter shall constitute a separate offense, unless otherwise specifically provided.

SEC. 3-30. RESTITUTION.

Notwithstanding any of the foregoing, in the event any Domestic Animal or Livestock damages property, whether public or private, or causes injury to any person, Domestic Animal or Livestock, and such damage or injury is found to have been an element of the violation of any provision of this Chapter, a court of proper jurisdiction may, at its discretion, require the defendant to make restitution within a reasonable time, to the victim of said damage or injury.

SECS. 3-31 – 3-48. RESERVED.

ARTICLE IV. CONTROL AND IMPOUNDING PROCEDURES

SEC. 3-49. IMPOUNDING ESTRAYS; PROCEDURES; FEES

- A. No person shall, without the knowledge or consent of the owner, hold or retain possession of any Domestic Animal or Livestock of which he is not the owner or custodian for more than 24 hours without first reporting the possession of such Domestic Animal or Livestock to an Animal Control Officer, giving his/her name and address, a true and complete statement of the circumstances under which the animal was taken, and the location where such animal is confined.
 - 1) A finder of a Domestic Animal or Livestock who chooses to hold the Domestic Animal or Livestock shall immediately contact an Animal Control Officer, Animal Shelter or the Owner of the Domestic Animal or Livestock.
 - 2) A finder shall have the Domestic Animal scanned for a microchip.
 - 3) A finder may elect to transport a Domestic Animal to its owner's premises or to the Truth or Consequences Animal Shelter.
- B. It is unlawful for any finder taking up a Domestic Animal or Livestock to fail to give the notice required in subsection (a) of this section and for any person having such animal in his/her possession to fail or refuse to immediately surrender such Domestic Animal or Livestock to the Animal Control Officer, legal owner or custodian upon demand thereof.
- C. If an estray Domestic Animal is wearing a license, has other identification, or is implanted with a microchip that is registered with the City and/or appropriate microchip company it shall be confined at the shelter for a period of 72-hours and an attempt to locate and notify the owner shall be made.
- D. If an estray Domestic Animal is not wearing a license or other identification and not implanted with a registered microchip, the Domestic Animal shall be confined for a 72-hour period at the Animal Shelter.
- E. If a person claims and provides proof of ownership of an estray Domestic Animal or Livestock confined at the Animal Shelter, it shall be returned to the owner or designee of the owner after all applicable fees have been paid. Owner shall bear the cost of any

expenditures while animal is confined including veterinary services. A citation may be issued to the owner of an estray animal.

- F. Title for a Domestic Animal will transfer to the Animal Shelter after the impoundment period. The Animal Shelter may transfer, return, adopt or dispose of unclaimed estray Domestic Animals or Livestock impounded under this section according to their policies and procedures the day after the required impoundment period.
- G. No dog or cat that has been impounded by the Animal Shelter will be sold for the purpose of breeding or resale or research.
- H. A Domestic Animal or Livestock which continues to be an alleged nuisance or that is deemed a threat to public safety due to aggression may be impounded by the Animal Control Officer with a warrant issued by a court of proper jurisdiction until such time as a judgment is made by a court of proper jurisdiction.
- I. Prior to adoption, return, transfer or redemption, each Companion Animal will be microchipped for positive identification and listed in the national database. Costs of such services will be added to the adoption/redemption fee collected.
- J. It shall be the responsibility of the owner to reimburse the City for animal boarding, vaccination, microchipping, emergency veterinary costs, or other expenses incurred by the City under the provisions of an animal that has been legally impounded under this Chapter. Fees established by resolution are as follows:
 - 1) Impound Fee as set by resolution
 - i. The impound fee will increase by an amount set by resolution every time the animal is impounded within one (1) calendar year.
 - 2) Impound Boarding Fee as set by resolution.
 - 3) A Non-Sterilization Deposit fee set by resolution will be added to the impound fee and impound boarding fee for all intact Domestic Animals. This fee will be refunded to owner's who provide proof of sterilization to the Animal Shelter within thirty (30) days.
 - 4) A microchip fee set by resolution will be added to any animal that requires a microchip.
- K. All impound fees, boarding fees, emergency veterinary care costs, maintenance costs, vaccination costs, microchipping costs or other costs incurred by the City during impoundment under the provisions of a Domestic Animal or Livestock that has been legally impounded under this Chapter shall be paid in full prior to the release of an Animal from the Animal Shelter.
- L. Fines for violations of this article shall be in accordance with the provisions of section 3-29.

(Ord. No. 725, 2-9-22)

SEC. 3-50. IMPOUNDMENT.

An Animal Control Officer may take up and impound in the Animal Shelter any estray or any Domestic Animal or Livestock kept or maintained contrary to this chapter, including any Domestic Animal or Livestock that is allegedly creating a public nuisance or that is deemed a threat to public safety due to aggression.

(Ord. No. 725, 2-9-22)

State law reference(s) - Municipal authority to impound and dispose of animals running at large, NMSA, § 3-18-3A(3).

SEC. 3-51. DESTRUCTION OF ANIMALS.

- A. If an animal which is impounded under the provisions this Article is suffering because of sickness, injury or age as certified by a licensed veterinarian, then it may be painlessly destroyed under the supervision of a licensed veterinarian by an intravenous or intracardial injection of a dose of barbiturates (sodium pentobarbital), or any other method deemed humane and painless by a qualified member of Animal Shelter Staff or Animal Control Officer under the direction of a licensed veterinarian or by a licensed veterinarian.
- B. Any animal which cannot be brought to an Animal Shelter because it is vicious or infected with rabies or in any painfully crippled condition, may be destroyed by shooting by a Law Enforcement Officer at the direction of the Animal Control Officer or licensed veterinarian.
- C. Any animal deemed vicious by the court having jurisdiction over the enforcement of this Chapter shall be painlessly destroyed under the supervision of a licensed veterinarian by an intravenous or intracardial injection of a dose of barbiturates (sodium pentobarbital), or any other method deemed humane and painless by the Animal Control Officer under the direction of a licensed veterinarian or by a licensed veterinarian.

State law reference(s) - Municipal authority to impound and dispose of animals running at large, NMSA, § 3-18-3A(3).

SECS. 3-53 – 3-67. RESERVED.

ARTICLE V. OWNER'S DUTIES

SEC. 3-68. VACCINATIONS.

- A. It is the duty of all persons owning a domestic cat or a domestic dog over the age of three months to have such animals vaccinated against rabies. The rabies vaccination shall be given in an amount sufficient to provide immunity from rabies for at least one (1) year and shall be administered by a licensed veterinarian. A certificate from a licensed veterinarian shall be evidence of vaccination. The Commission may require other animals to receive annual rabies vaccination.

- B. The veterinarian administering anti rabies vaccine to any animal shall issue to the owner or keeper of the animal a numbered vaccination certificate. The certificate shall contain the name and address of the owner or keeper of the animal, a description of the animal vaccinated, the date of vaccination, and the expiration date of the period of immunity.
- C. It is unlawful for the owner or keeper of any domestic dog or domestic cat, to fail to exhibit its certificate of vaccination upon demand to any police officer or Animal Control Officer.
- D. It is the duty of all persons who adopts a dog to have such dog vaccinated against rabies, canine distemper complex, and parvo virus within five (5) days of the date of adoption. It is the duty of all persons who adopt a cat to have such cat vaccinated against rabies, feline distemper complex, parvo virus and Feline Viral Rhinotracheitis, Calicivirus, and Panleukopenia (FVRCP) within five (5) days of adoption.
- E. Each animal cited as a violation under this section is considered a separate offense.

State law reference(s) – New Mexico Administrative Code 7.4.2.8

SEC. 3-69. LICENSE REQUIRED.

- A. All residents of Truth or Consequences who owns, possesses or harbors any Domestic Animal three months of age or older shall:
 - 1) Obtain a license tag for each Domestic Animal, or;
 - 2) Shall have a microchip implanted and registered with the appropriate microchipping company as well as registered with the City for each Domestic Animal they own that is over the age of three months. Such microchip, provided it is registered with the City, may act in place of a license tag.
- B. Any person who does not reside within the corporate limits of Truth or Consequences who keeps a Domestic Animal in the City for more than fifteen (15) consecutive days or an aggregate of thirty (30) days in any year shall:
 - 1) Obtain a license tag for each Domestic Animal, or;
 - 2) Shall have a microchip implanted and registered with the appropriate microchipping company as well as registered with the City for each Domestic Animal they own that is over the age of three months. Such microchip, provided it is registered with the City, may act in place of a license tag.
- C. Collar or Harness Requirements for license tags.
 - 1) Any Domestic Animal outside of the owner's premises shall wear a collar or harness with a current license tag attached to the collar or harness.
 - 2) A collar or harness with the required license tag attached may be removed from the Domestic Animal temporarily for medical care, training, grooming or when the Domestic Animal is in a Bona Fide Animal Show, provided the owner or custodian of the Domestic Animal has in their personal possession the valid license tag for each Domestic Animal and shall immediately display upon such request of an Animal Control Officer or Police Officer.

- D. Application for a Domestic Animal License shall be made as directed and shall state the name and address of the owner, the name, breed, color, age and sex of such animal, microchip number if applicable and any other information deemed necessary. A current rabies vaccination certificate shall be presented at the time of application for the license. Upon payment of the license fee, as prescribed in Section 3-149 of this Chapter, a license certificate for each animal shall be issued. If a license tag is lost, replacement tags with a cost set by resolution shall be purchased. The license shall expire on the same date as the rabies certificate or one year from the date of issue whichever is greater.
- E. Within five business days upon change of ownership of any Domestic Animal, the new owner shall apply for a new Animal License with their personal identifying information.
- F. All residents of Truth or Consequences or non-residents who have a Domestic Animal implanted with a microchip and registered with the City and appropriate microchipping company, shall ensure owners physical address, owner personal identifying information and owners contact information is current and valid with the City and appropriate microchipping company to ensure proper identification of the Domestic Animal and owner.

(Ord. No. 725, 2-9-22)

State law reference(s) - Municipal authority to require licensing of dogs, NMSA, § 77-1-15.1.

SEC. 3-70. RESTRAINT OF ANIMALS.

- A. A person owning or having charge, custody, or care over a Domestic Animal or Livestock shall keep the animal under humane physical restraint at all times.
- B. A person owning or having care, custody, or control over an animal on his or her premises shall restrain the animal either by a secure enclosure, secure fence, secure facility or by immediate control.
 - 1) All pens, kennels, stalls, corrals, or other enclosures used to restrain an animal shall be continuously maintained with preservatives, fasteners, and other materials to prevent deterioration and animal escape. Substantial and acceptable locking or latching devices shall be installed on all gates and doors to animal enclosures in such a manner as to be inaccessible to animals and small children in order to prevent animal escape and unauthorized entry.
 - 2) A person owning or having care, custody, or control over a Domestic Animal or Livestock on his or her premises may use a tether as a means of restraint only if:
 - i. The tethered animal has access to adequate food, water, shade and shelter.
 - ii. A tether used to restrain a dog shall be at least 12 feet in length. Such tether shall not enable the animal to reach beyond the owner's property.
 - iii. A tether used to restrain an animal shall be affixed to a properly fitting collar or harness worn by the animal. A person shall not wrap a chain or tether directly around the neck or other body part of the animal.

- iv. A tether used to restrain an animal shall be fastened so that the animal may sit, walk, and lie down using natural motions. Such tether shall be unobstructed by objects that may cause the tether or animal to become entangled, strangled or denied access to adequate necessities.
 - 3) Voice commands are not an acceptable form of restraint.
 - 4) Electronic Leashes are not an acceptable form of restraint.
 - 5) Invisible fences are not an acceptable form of restraint.
 - 6) Crates are prohibited as a means of restraint while an animal is outdoors and on the premises of an owner or custodian.
- C. A person owning or having care, custody, or control over a Domestic Animal or Livestock off of his or her premises shall keep the animal under immediate control.
- 1) While restrained off premises under the immediate control of the owner or responsible party, the animal must be on a leash that shall enable the handler to maintain control of the animal. The leash shall not exceed eight (8) feet in length while the animal is in and around the inhabitants of the city.
 - 2) A person shall not carry an animal in or upon any vehicle in a cruel, inhumane, or unsafe manner or in any manner that will allow their escape from the vehicle when it is parked or in motion. Animals carried in the open flatbed vehicle shall be crated or restrained upon a non-slick surface and in a manner that prevents the animal from falling out of the vehicle. At no time is an animal allowed to sit or stand in the driver's lap while the vehicle is being operated on any public roadway.
 - i. If an animal is restrained in a crate or other enclosure while in a vehicle, the crate or enclosure shall be securely fastened so that the crate or enclosure cannot slide, turn over or fall out.
 - 3) A person in charge of an amphibian or reptile away from the owner's premises shall keep the animal secured within a closed container that will not expose people unexpectedly to the animal.
 - 4) Voice commands are not an acceptable form of restraint.
 - 5) Electronic Leashes are not an acceptable form of restraint.
- D. A person owning or having care, custody, or control over a Domestic Animal or Livestock shall not detain or restrain an animal upon another person's private property without having permission from the resident or owner of such property.
- 1) If the resident or owner does not permit the animal being detained or restrained upon such property, the animal may be taken up and impounded by the Animal Control Officer at the request of the resident or owner.
 - 2) If the owner of a rented or leased property does not approve of an animal being restrained or detained by the resident on such property, the dispute may be regarded by the Animal Control Officer as a private matter.

E. An owner, manager, agent, or governing board of any multiple dwelling units, including mobile home parks and gated communities, may permit or authorize any animal to be unrestrained upon the common areas of the multiple dwelling units, except upon such areas and within such enclosures specifically designated for such activity, provided the animal is restrained within the bounds of the park or community by a secure fence.

F. Exceptions:

- 1) A working dog that is under the control and supervision of the owner or handler performing such acts as herding on private property, search and rescue, or police work shall not be considered as unrestrained while performing or being trained for such duties.
- 2) Community Cats that have been vaccinated and have an ear-tip and Community Cat Caregivers working or acting under a Trap-Neuter-Return initiative.

G. Each animal cited as a violation under this section is considered a separate offense.

(Ord. No. 725, 2-9-22)

State law reference(s) - Municipal authority to impound and dispose of animals running at large, NMSA, § 3-18-3A(2).

SEC. 3-71. CONFINEMENT OF RABID ANIMALS.

An animal that has rabies or shows signs of having rabies, and every animal bitten by another animal afflicted with rabies or that has been exposed to rabies shall be confined at once in a secure place by the owner. A person who knows or who has reason to know that an animal is infected with rabies or has been exposed to rabies shall immediately upon learning of this notify the Animal Control Officer as to the place where the animal is confined and shall surrender the animal to the Animal Control Officer upon demand. The Animal Control Officer shall then deal with the rabid animal pursuant to state law.

(Ord. No. 725, 2-9-22)

State law reference(s) - Notice to Health Officer of Animal Bites, NMSA, § 77-1-6.

SEC. 3-72. BITING DOGS OR OTHER BITING ANIMALS.

- A. The owner of an animal that bites a person and a person bitten by an animal have a duty to report that occurrence to the Animal Control Officer within 24 hours. The owner of an animal that bites a person shall surrender the animal to an Animal Control Officer to impound such animal for a period of observation.
- B. A physician who renders professional treatment to a person bitten by an animal shall report the fact that he/she has rendered professional treatment to an Animal Control Officer within 24 hours of his/her first professional attendance. The physician shall report the name, sex, and address of the person bitten as well as the type and location of the bite. The physician shall give the name and address of the owner of the animal that inflicted the bite and other facts that may assist the Animal Control Officer in ascertaining the immunization status of the animal.

- C. An animal that bites a person shall be confined securely at a place designated by the Animal Control Officer and for a period of time deemed necessary by the Animal Control Officer. The owner of the animal shall bear the cost of confinement.
- D. A person who has custody of an animal that has bitten a person shall immediately notify the Animal Control Officer.

(Ord. No. 725, 2-9-22)

State law reference(s) - Notice to Health Officer of Animal Bites, NMSA, § 77-1-6.

SEC. 3-73. FEMALE DOGS OR CATS IN ESTRUS TO BE CONFINED.

It shall be unlawful for any owner/responsible party to fail to securely confine any un-spayed Companion Animal in the state of estrus (heat), in a house, building or proper enclosure, in such a manner that such animal cannot come in contact with another animal except for planned breeding, and such that the Companion Animal does not create a nuisance by attracting other animals. When outside on the property of the owner, for metabolic waste elimination, the animal must be physically restrained with a hand-held leash. Owners/responsible party who do not comply may be ordered to remove the animals in estrus (heat) to a boarding kennel, veterinary hospital or Animal Shelter. All expenses incurred as a result of the confinement shall be paid by the owner/responsible party of the animal. Failure to comply with the removal order shall be a violation of this Section and the animal shall then be impounded as prescribed in this Chapter.

(Ord. No. 725, 2-9-22)

SECS. 3-74 – 3-88. RESERVED.

ARTICLE VI. PROHIBITED ACTS

SEC. 3-89. ANIMALS RUNNING AT LARGE.

- A. It is unlawful for any person owning or having the care, custody or control of any Domestic Animal or Exotic Animal to allow or permit that animal to run at large in public or on any public street, public alley, public sidewalk, private or public vacant lot, or private property without the permission of the owner thereof. Any animal permitted to run at large in violation of this section is declared to be a nuisance, a menace to the public health and safety, and may be taken up and impounded as provided in section 3-49.
- B. Each violation committed under this section shall be considered a separate offense.

State law reference(s) - Animals, NMSA, § 3-18-3.

SEC. 3-90. LIVESTOCK RUNNING AT LARGE.

- A. For the purposes of this Section, *containment* or *containment systems* means the structure or structures that are of sufficient strength and height to contain or confine livestock.
- B. For the purposes of this Section, *habitual* or *habitually* means three (3) or more occurrences of the same or similar conduct or violation.

- C. For the purposes of this Section, ***negligence*** or ***negligently*** means failure to exercise reasonable care to prevent livestock from running at large. Negligence includes, but is not limited to:
- 1) Allowing fences or containment systems to become broken, unsafe or inadequate,
 - 2) Failing to repair a known problem or defect in fencing or containment systems,
 - 3) Leaving gates open or improperly secured,
 - 4) Habitually failing to check known weak points in containment or fencing, or
 - 5) Allowing or permitting repeated escapes due to inattention or lack of supervision.
- Negligence does not include unintentional or unavoidable escapes that occur despite reasonable care.
- D. For the purposes of this Section, ***prompt*** or ***promptly*** means within a reasonable time under the circumstances, without unnecessary delay, and as soon as the owner or responsible party becomes aware, or reasonably should have become aware, of the escape.
- E. For the purposes of this Section, ***reasonable care*** means the level of attention, maintenance, and supervision that a reasonably prudent livestock owner or responsible party would exercise under similar circumstances to prevent livestock from escaping. Reasonable care includes, but is not limited to:
- 1) Maintaining adequate, secure and functional fencing or containment,
 - 2) Making prompt repairs to know defects or damage,
 - 3) Using gates, latches, or enclosures appropriate for the type of livestock,
 - 4) Taking reasonable steps to monitor livestock when conditions make escape more likely, including, but not limited to weather or known fence or containment damage, and
 - 5) Promptly responding to recover livestock if an escape occurs.
- F. For the purposes of this Section, ***reckless***, ***recklessly*** or ***recklessness*** means acting with conscious disregard for a substantial or unjustifiable risk that livestock may escape or run at large. Recklessness includes, but is not limited to:
- 1) Leaving gates open when livestock are present,
 - 2) Turning livestock out into an area with no containment or fencing,
 - 3) Failing to secure livestock after repeated warnings or prior escapes,
 - 4) Ignoring a downed fence or known breach of containment.
- G. For the purposes of this Section, ***unintentional*** or ***unintentionally*** means without purpose, intent or design and is not the result of a deliberate act or conscious decision by the owner or responsible party. Unintentional or unintentionally does not include circumstances resulting from negligence, recklessness, or knowingly ignoring a risk.
- H. It is unlawful for the owner or responsible party of livestock to habitually, knowingly, recklessly or negligently allow or permit livestock to run at large in public or on any public street, public alley, public sidewalk, private or public vacant lot, or private property without the permission of the owner thereof within the City limits.

- 1) Repeated escapes, failure to repair known damage or defects in fencing or containment, or habitual lax supervision shall be prima facie evidence of a violation of this Section.
- I. An owner or responsible party shall not be in violation of this section when livestock escape unintentionally and despite the exercise of reasonable care to contain them, provided the owner promptly acts to recover and secure the livestock upon learning of the escape.
 - 1) Adequate fencing or containment, prompt repair of damage, absence of repeated escapes, and timely efforts to recover and secure livestock shall be prima facie evidence of reasonable care.
- J. Each violation committed under this section shall be considered a separate offense.

State law reference(s) - Livestock Running at Large; When Unlawful; Impounding; Disposition; Suit for Damages, NMSA, § 77-14-7, Animals, NMSA, § 3-18-3.

SEC. 3-91. ANIMALS DISTURBING THE PEACE.

- A. For the purposes of this Section, ***persistent*** means noise created by a Domestic Animal, Exotic Animal or Livestock that is continuously heard for a period of ten (10) minutes or more or intermittently heard over a period of one (1) hour or more.
- B. For the purposes of this Section, ***intermittent*** or ***intermittently*** means noise created by a Domestic Animal, Exotic Animal or Livestock that starts and stops at irregular intervals.
- C. For the purposes of this Section, ***continuous*** or ***continuously*** means noise created by a Domestic Animal, Exotic Animal or Livestock that is constant and does not stop for a period of ten (10) minutes or more.
- D. It is unlawful for a person owning or having the care, custody or control of a Domestic Animal, Exotic Animal or Livestock to permit that animal to howl, bark or create noise common to its species which disturbs the comfort and repose of any person of ordinary sensibilities in the vicinity. Persistent, continuous or loud intermittent noise between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M. which can be heard more than fifty feet (50') from the source of the noise shall be prima facie evidence of a violation of this section.
- E. It is unlawful for a person owning or having the care, custody or control of a Domestic Animal, Exotic Animal or Livestock to keep or maintain on his premises any animal in such an unclean or unsanitary manner as to disturb others by noxious or offensive odors, or otherwise endanger the health, safety, and welfare of the inhabitants of the City.
- F. A person owning, or having the care, custody or control of any Domestic Animal, Exotic Animal or Livestock may be charged with a violation of this section when either an Animal Control Officer or Police Officer has received, from at least two unrelated adult witnesses from different residences, or from one adult witness with recorded video showing the alleged violation, a sworn affidavit attesting to the committing of a nuisance

pursuant to this Section, or the Animal Control Officer or Police Officer has witnessed the commission of such nuisance.

- 1) Affidavits attesting to the violation must come from residents within a 500-foot radius of the property where the violation occurred.

G. This Section shall not apply to properly licensed and permitted Animal Shelter's.

(Ord. No. 725, 2-9-22)

Cross reference(s) - Offenses Relating to Public Order and Safety, § 8-31 et seq.

SEC. 3-92. PUBLIC NUISANCE.

- A. It is unlawful for a person owning or having the care, custody or control of any animal to permit, either willfully or through failure to exercise due care or control, any such animal to commit any nuisance upon a sidewalk, or in a public park; or upon the floor or wall or any common wall or any common hall in any multiple dwelling, entryway, stairway, or wall immediately abutting on a public sidewalk; or upon the floor or wall of any theater, shop, store, office building, or other building used in common by the public; or upon any private property other than that of the animal owner.
- B. A person owning or having care, custody, or control over an animal shall prevent the animal from causing damage or being a nuisance to the person or property of another.
- C. A person owning or having care, custody, or control over a pet such as a dog or cat shall dispose of the waste from the animal in a watertight and fly tight receptacle, which shall be emptied frequently and in such a manner so as to prevent a nuisance or health hazard by noxious or offensive odors.
- D. A person owning or having care, custody, or control over an animal shall not permit the animal to defecate on public property or the property of another unless such animal waste is immediately removed and properly disposed of.
- E. A person owning, or having the care, custody or control of any animal may be charged with a violation of this section when either an Animal Control Officer or Police Officer has received, from at least two unrelated adult witnesses from different residences, or from one adult witness with recorded video showing the alleged violation, a sworn affidavit attesting to the committing of a nuisance pursuant to this Section, or the Animal Control Officer or Police Officer has witnessed the commission of such nuisance.
 - 1) Affidavits attesting to the violation must come from residents within a 500-foot radius of the property where the violation occurred.
 - 2) Complainants must be willing to testify of violations in a court of proper jurisdiction.
- F. A community cat that disturbs the peace by habitually or repeatedly destroying, desecrating, or soiling public or private property may constitute a public nuisance.
 - 1) Animal Control shall investigate an alleged violation of this section upon the receipt of two (2) sworn complaints in a form provided by Animal Control signed by two (2) unrelated City residents living in separate dwellings with 500 feet of

the alleged violation. The affidavit shall specify the address or location of the alleged violation, the nature, time and date(s) of the act, the name and address of the owner or custodian, if known, and a description of the cat, if known.

- 2) If, upon investigation, Animal Control, determines the complainant(s) have taken reasonable abatement measures to resolve or mitigate the nuisance behavior of the cat, Animal Services may request the caregiver, if any, assist in resolving the nuisance or may remove the community cat causing the nuisance.
- 3) A Community Cat Caregiver may be cited for failing to take reasonable abatement measures to resolve or mitigate any nuisance behavior created by a community cat in which they provide care.

SEC. 3-93. UNLAWFUL USE OF COMPANION ANIMAL LICENSE TAG.

It is unlawful for any person to remove any Companion Animal License Tag from animal and attach it to another animal. It shall be unlawful for any person to manufacture, cause to be manufactured, or to have in his/her possession or under his/her control a stolen, counterfeit, or forged Companion Animal License Tag, rabies vaccination certificate, or other form of licensing as required under this Chapter.

(Ord. No. 725, 2-9-22)

SEC. 3-94. VICIOUS ANIMALS.

It is unlawful for any person to keep or harbor a known vicious animal in the City. Any attack by a vicious animal or any animal displaying traits of a vicious animal may be repelled by the use of reasonable force. After a judicial determination that an animal is vicious, the court having jurisdiction over the enforcement of this Chapter, upon hearing of such complaint, may, in addition to any fine or imprisonment which may be imposed for violation hereof, order the Animal Control Officer to have such animal destroyed as set forth in Section 3-51 of this Chapter.

State law reference(s) - Vicious Animals, NMSA, § 77-1-10.

SEC. 3-95. SALE OF ANIMALS.

A. *Sale in Public.* A person shall not display, sell, or offer for sale, barter, give away, transfer, adopt or otherwise dispose of any animal upon any street, sidewalk, public park or private business, unless said private business is properly licensed or such person is acting on behalf of the Truth or Consequences Animal Shelter or other animal welfare non-profit during an adoption event.

- 1) A person may display information, solicit interest, or otherwise offer an animal for rehoming upon a public way or in a public park, provided that:
 - i. No physical transfer, sale, barter, giveaway, adoption or other disposition of the animal occurs upon any public way or in any public park. All actual rehoming transactions must take place on privately owned property or properly licensed private business.

- ii. The person complies with Subsections B, C, and D or this Section and any other applicable Sections of this Chapter, state or federal regulations.
 - iii. Nothing in this subsection authorizes anyone to display, offer, or rehome any animal on private property without the permission of the owner thereof, nor does it authorize any unlicensed commercial sale.
 - iv. This Subsection does not restrict the activities conducted by the Truth or Consequences Animal Shelter or any other animal welfare nonprofit during an authorized adoption event.
 - v. Any person offering animals for rehoming shall not request a “rehoming fee, adoption fee or similar fee unless they are properly licensed.
 - vi. Any person offering animals for rehoming must be the legal owner of the animal.
 - vii. Any person offering animals for rehoming must provide accurate information about the animal(s) they intend to rehome and shall not misrepresent the health, age, condition, vaccination status, pedigree or purebred status or sterilization status of the animal(s).
- B. *Sale of unweaned animals.* A person shall not display, sell, offer for sale, barter, give away, transfer or adopt a domestic animal under eight (8) weeks of age, or a guinea pig, hamster, or rabbit under four (4) weeks of age. However, in no event shall an animal be sold, transferred or adopted until it is fully weaned and capable of eating on its own to sufficiently maintain proper body condition for its species and age. Nothing herein shall prohibit the transfer of animals between animal shelters and animal rescue organizations. Nothing herein shall prohibit the sale, transfer, or adoption of an unweaned animal if accompanied by a nursing female.
- C. *Prize.* No person shall offer as a premium prize, award, novelty, or incentive to purchase merchandise any live animal.
- D. *Sale of turtles.* A person shall not offer for sale, sell, barter, or give away turtles, except in conformance with appropriate federal regulations.

(Ord. No. 725, 2-9-22)

State law reference(s) - Sale, Purchase, Trade and Possession of Certain Animals Regulated, NMSA, § 77-18-1.

SEC. 3-96. FALSE REPORTING.

- A. It is unlawful for any person to make a false report to a Police Officer or an Animal Control Officer regarding any animal in danger or stray or regarding any supposed violation of this Chapter.
- B. It is unlawful for any person to make a false affidavit, or knowingly swear or affirm falsely to a document, matter or thing required to be sworn or affirmed to by the terms of this Chapter.

SECS. 3-97 - 3-107. RESERVED.

ARTICLE VII. CRUELTY TO ANIMALS PROHIBITED

SEC. 3-108. PHYSICAL ABUSE.

- A. It is unlawful for any person to willfully or maliciously kill, beat, sexually abuse, maim, poison, disfigure, burn, or scald any animal, or to attempt to kill or poison any animal, except that reasonable efforts may be employed only to drive off vicious or trespassing animals. When a Law Enforcement Officer or an Animal Control Officer has probable cause to believe that an animal has been cruelly treated, the officer may impound the animal for its protection pending appropriate court proceedings.
- B. Exceptions
- 1) Humane Euthanasia performed by a Licensed Veterinarian, a Euthanasia Qualified Employee of the City of Truth or Consequences or a Euthanasia Authorized employee of the City of Truth or Consequences Animal Shelter.
 - 2) Killing a bird if such bird is Poultry owned by that Person and will be used for food;
 - 3) Killing a rabbit if such rabbit is owned by that Person and will be used for food;
 - 4) Killing mice or rats that are not a Domestic Animal or otherwise claimed as a pet by any Person;
 - 5) A Person may use poison to kill mice and rats, but only within a Person's own enclosed structures.
 - 6) Except when applied by a licensed exterminator, no poison may be used outside, even on a Person's own property, or in any way in which a poisoned animal, including mice and rats, can consequently poison other Animals.
 - 7) Generally accepted methods of animal training that do not cause undue physical and emotional suffering, including the training of Livestock, Companion Animals, Guard Dogs, hunting dogs, police dogs and Service Animals shall not constitute cruelty.

State law reference(s) - Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1, Animals, NMSA, § 3-18-3.

SEC. 3-109. WORK CRUELTY.

It is unlawful for any person to drive or work any animal cruelly. When a Law Enforcement Officer or an Animal Control Officer has probable cause to believe that an animal has been cruelly treated, the officer may impound the animal for its protection pending appropriate court proceedings.

State law reference(s) - Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1, Animals, NMSA, § 3-18-3.

SEC. 3-110. CARE AND MAINTENANCE.

A. It is unlawful for any owner of an animal to fail, refuse, or neglect to provide said animal with proper and adequate necessities and medical care.

1) Food and Water.

- i. Mammals and birds shall be provided with uncontaminated, edible, nutritious food, which is of adequate quantity as to maintain the normal weight and condition of a healthy animal. Additionally, the amount of food administered and feeding times must properly conform to the individual animal's age and condition. Food should be stored in a rodent proof and insect proof container. Open food must be kept in covered, washable containers. Containers where food is stored shall be maintained and kept free of bacteria and contamination from rodents and insects as needed.
- ii. Mammals and birds shall be provided with constant access to a supply of unfrozen potable water in sufficient amount as to maintain good health as required by the species whether the animal is outdoors or indoors.

2) Cleanliness.

- i. The entire premises where an animal is kept shall be kept clean and in good repair in a manner which will protect animals from disease or injury. Feces and urine must be removed at least twice daily from Companion Animal living quarters to prevent odors and possible dangerous or toxic exposure or contamination by fecal material, mold or internal and external parasites that could harm the animal or cause the spread of disease to other animals or humans.
- ii. All areas where animals are kept shall be maintained in a manner such that no animal can accidentally or intentionally come into contact with chemicals or other dangerous substances including, but not limited to, antifreeze that could potentially poison an animal. Food and cleaning supplies cannot be stored together. Provisions shall be made for the timely removal and proper disposal of animal and food waste, soiled bedding, dead animals, and debris. Disposal facilities and methodology shall minimize vermin infestation, odors and disease.
- iii. Areas where animals will be spending time shall be maintained to minimize the animal's exposure to fleas, ticks, flies, mosquitoes, ants, wasps, bees, or other insects that could potentially harm the animal or cause the animal discomfort.

3) Shelter and Shade.

- i. Animals that are not allowed free access to go inside a building must be provided with adequate shelter and shade. A structure that provides adequate shelter may not provide adequate shade: for example, a doghouse that protects the dog from wind and rain may be too hot inside when

exposed to direct sunlight during the warmer months, so shade must also be provided.

- (a) Outside housing for animals shall protect animals from any extreme weather conditions that may be detrimental to the health or comfort of the animals.
- (b) Shelter for an animal must be waterproof, structurally sound, and have no protrusions that could injure animals.
- (c) Feces and urine shall be removed from shelters as necessary to prevent animals from becoming soiled and to prevent odors, but under no circumstances less than twice each day.
- (d) Suitable drainage must be provided in all areas where animals are kept and there can be no standing water.

4) Space.

- i. Animals must be provided with adequate space to prevent overcrowding, allow animals to maintain normal exercise levels required by the species, size and temperament of the animal, and allow animals to walk, sit and lay down using normal motions and with their tail and limbs outstretched.
 - (a) Minimum space required for cats. Indoor Requirements.
 - a. Cats shall have a minimum of four (4) square feet of flat floor space and twenty-two (22) inches of vertical space.
 - b. Where there is more than one cat in an enclosure, additional floor and vertical space and resting perches are require. This does not include a cat with kittens.
 - (b) Minimum space required for cats. Outdoor Requirements.
 - a. Cats shall have a minimum of four (4) square feet of flat floor space and six (6) feet of vertical space.
 - b. Where there is more than one cat in an enclosure, additional floor and vertical space and resting perches are require. This does not include a cat with kittens.
 - (c) Minimum space required for dogs. Indoor Requirements.
 - a. Dogs weighing less than thirty (30) pounds shall have at least eight (8) square feet of flat floor space and two (2) feet of vertical space per dog.
 - b. Dogs weighing between thirty (30) and sixty-five (65) pounds shall have twelve (12) square feet of flat floor space and three (3) feet of vertical space per dog.
 - c. Dogs weighing more than sixty-five (65) pounds shall have twenty-four (24) square feet of flat floor space and three (3) feet of vertical space per dog.
 - (d) Minimum space required for dogs. Outdoor Requirements.

- a. Dogs weighing less than thirty (30) pounds shall have at least eight (8) square feet of flat floor space and six (6) feet of vertical space per dog.
 - b. Dogs weighing between thirty (30) and sixty-five (65) pounds shall have twelve (12) square feet of flat floor space and six (6) feet of vertical space per dog.
 - c. Dogs weighing more than sixty-five (65) pounds shall have twenty-four (24) square feet of flat floor space and six (6) feet of vertical space per dog.
 - (e) Minimum space required for birds.
 - a. Birds must have enough room to spread their wings to their full width.
 - b. Birds must have at least two perches of different circumferences available to them.
 - (f) Any other animals not specifically listed should be provided with adequate space to prevent overcrowding, allow animals to maintain normal exercise levels required by the species, size and temperament of the animal, and allow animals to walk, sit and lay down using normal motions and with their tail and limbs outstretched.
- 5) Medical and veterinary care.
- i. Animals shall be provided with basic medical care in accordance with this Chapter as described by the definition of Basic Medical Care.
 - ii. Animals shall be provided Emergency Medical Care in accordance with this Chapter as described by the definition of Emergency Medical Care.
 - iii. No animal should ever be allowed to suffer due to a lack of basic medical care, injury or illness.
- 6) Animals shall be groomed in accordance with this Chapter as described by the definition of Basic Grooming as applicable to the species. Basic Grooming is necessary to maintain the eyes, ears, beaks, hooves, feet, hair and skin of an animal in healthy condition. Basic Grooming includes making sure that the toenails or hooves are not so long as to cause the animal to not move normally or to cause pain to the animal. Basic Grooming also includes providing the animal whatever it needs for self-grooming. No animal shall be allowed to have a coat that is matted to the point that it becomes so heavy as to cause skin irritation or trap fecal matter. The animal shall not be kept so dirty as to provide a home for insects. No animal shall be allowed to have foreign objects imbedded in its skin, fur or hair other than the Microchip.

State law reference(s) - Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1, Animals, NMSA, § 3-18-3.

SEC. 3-111. UNCARED FOR ANIMALS.

- A. Whenever an Animal Control Officer finds that any animal is or will be without proper care because of injury, illness, and/or incarceration or as a result of the absence of the owner or person responsible for the care of such animal the Animal Control Officer may apply for a warrant with a court charged with enforcement of this Chapter to enter onto the property or premises where said animal is located and take up such animal for protective care; and in the event of sickness or injury of the animal, upon the instruction of a licensed veterinarian, the Animal Control Officer may take such action as called for to prevent undue pain and suffering, including immediate destruction of the animal.
- B. It is unlawful for any person to desert deliberately and/or to relinquish the supervision or care of any animal regardless of age or condition on one's premises or on property other than one's own without permission within the City of Truth or Consequences.

SEC. 3-112. INJURY TO ANIMAL BY MOTORIST.

- A. Every operator of a motor or other self-propelled vehicle upon the streets and ways of the City shall immediately, upon injuring, striking, maiming, or running down any Domestic Animal or Livestock, give such aid as is reasonably able to be rendered. In the absence of the owner, he/she shall immediately notify the Police, furnishing sufficient facts relative to such injury. It is the duty of such operator to remain at or near the scene until such time as the appropriate authorities arrive and, upon the arrival of such person, such operator shall immediately identify themselves to the appropriate authorities. Alternatively, in the absence of the owner, a person may give aid by taking the Domestic Animal or Livestock to a veterinary hospital or the Animal Shelter and notifying the Police.
- B. Such animal may be deemed an uncared-for animal within the meaning of Section 3-111 above.
- C. Emergency vehicles in the course of emergency duty are excluded from this provision with the exception of reporting the incident.

SEC. 3-113. ANIMALS IN VEHICLES.

- A. It shall be unlawful for any person to intentionally, knowingly, or recklessly leave or confine any animal in a closed vehicle for any period of time without adequate ventilation in a way that puts it in a life-threatening or extreme health-threatening situation due to prolonged heat or cold.
- B. An animal left in a vehicle without the interior of the vehicle being air conditioned when the interior temperature of the vehicle is over ninety degrees Fahrenheit (90°F) shall be prima facie evidence of a violation of this chapter.
- C. Animals being transported in the bed of a pickup truck must be protected from extreme temperatures and provided with a nonmetal surface to sit or stand on.
 - 1) No animal shall be left in the bed of a pickup truck whether in a crate or not when the weather is such that the animal will be exposed to extreme heat, cold, rain or snow.

- D. If an Animal Control Officer or Police Officer determines that an animal in a vehicle is in immediate danger, the Animal Control Officer or Police Officer may enter the vehicle by whatever means necessary, without being liable to the owner of the vehicle for any damages, and seize the animal. The animal's owner shall be responsible for all expenses related to the removal of the animal, emergency veterinary treatment and impoundment. If the Animal Control Officer or Police Officer cannot determine who confined the animal, the registered owner of the vehicle may be cited.
- E. Animals being transported in vehicles shall be restrained in accordance with Section 3-70.

State law reference(s) - Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1, Animals, NMSA, § 3-18-3.

SEC. 3-114. KEEPING OF DISEASED OR PAINFULLY CRIPPLED ANIMALS.

It is unlawful for any person to have, keep, or harbor any animal which is afflicted with any incurable, or infectious disease or is in any painfully crippling condition, except as hereinafter provided. The Animal Control Officer may impound such diseased or painfully crippled animal in accordance with the provisions of this Chapter. All such animals impounded may be destroyed humanely as soon thereafter as is practicable. In the case of destruction of such animal, the Animal Control Officer shall be required to give any of the aforesaid notices provided in this Ordinance. This Section shall not be construed to include animals receiving veterinary care.

State law reference(s) - Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1, Animals, NMSA, § 3-18-3.

SEC. 3-115. ANIMAL FIGHTS.

It is unlawful for any person to promote, stage, hold, manage, conduct, carry on, or attend any game, exhibition or contest in which one or more animals are engaged for the purpose or injuring, killing, maiming, or destroying themselves or any other animal. This includes any animal used as a "bait animal" as defined in the definitions of this Chapter.

State law reference(s) - Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1, Dog Fighting and Cockfighting, NMSA, § 30-18-9, Animals, NMSA, § 3-18-3.

SEC. 3-116. FOWL.

It is unlawful for any person to confine any wild or domestic fowl or birds unless provisions are made by each person for the proper feeding and the furnishing of water to such fowl or birds at intervals not longer than twelve (12) hours. No person shall impound any wild or domestic fowl or birds in a crate, box or other enclosure, which does not permit each fowl or bird impounded therein to stand in a naturally erect position.

SEC. 3-117. MOLESTING OR TORMENTING ANIMALS.

It is unlawful for any person to torment, tease, annoy, disturb or molest any animal, by any means including but not limited to, throwing rocks, yelling, or giving chase in any manner, which is on the property of its owner, or under the control of its owner.

3-118. SONGBIRDS.

It is unlawful for any person to willfully kill any songbird, or to molest or rob the nest of such bird.

State law reference(s) - Songbirds; Trapping, Killing or Injuring Prohibited, NMSA, § 17-2-13.

SEC. 3-119. DRAGGING AND HOBBLING ANIMALS.

A person shall not hobble an animal, or tether or attach any animal to any object that can be dragged or moved by the animal. Such an animal, if not otherwise restrained by a secure tether or enclosure, shall be considered unrestrained. This shall not apply to Livestock animals being properly used for work purposes using commonly accepted methods.

SEC. 3-120. SCOPE OF SECTION; VIOLATIONS.

- A. It is expressly provided that Section 3-108 through Section 3-119 apply equally to Domestic Livestock, Exotic Animals, and Wild Animals in addition to dogs and cats.
- B. Violations of Section 3-108 through Section 3-119 are punishable by fines and/or imprisonment as set forth in Section 3-29.

SEC. 3-121. REPEAT OFFENSES.

- A. Three or more violations of any one or any combination of offenses in this Article shall constitute an act of cruelty. A repeat offender shall be deemed guilty of a misdemeanor, punishable by a minimum fine of \$100.00 and not exceeding \$500.00 and/or imprisonment for period not exceeding six (6) months upon conviction.
- B. In cases of repeat offenses under this Article (Article VII), an Animal Control Officer shall have the authority to impound any animal subjected to cruelty, neglect or abandonment. The animal may not be returned to its owner before a hearing in a court of proper jurisdiction if, in the opinion on of the Animal Control Officer, the harm to the animal is severe and likely to recur.
- C. In cases of repeat offenses for animals subjected to cruelty, neglect or abandonment, a judge with proper jurisdiction to enforce this Chapter may have such animal relinquished to the Animal Shelter, thereby extinguishing all property rights of the existing owner, provided the Animal Shelter Staff or an Animal Control Officer serves written notice upon the existing owner, informing him of the intent to have said animal adopted by another owner, and giving the existing owner three (3) business days to 1) declare his intent to maintain ownership of the animal and to object to the adoption, and 2) pay all impoundment, boarding, and veterinary costs, up to the date of the owner's declaration of intent to maintain his ownership of his animal. This intent must be stated in writing,

signed by the animal's owner, and delivered to the Animal Shelter keeping the animal. The statement of intent and payment of fees and costs will serve to stop any animal adoption proceedings

SECS. 3-122 – 3-129. RESERVED.

ARTICLE VII. DEAD ANIMALS

SEC. 3-130. DISPOSAL.

- A. The owner/responsible party having care, custody or control of an animal carcass shall be responsible for its removal within 24 hours of death if the animal is not to be used for human consumption.
- B. An animal carcass may be disposed of in one of the following ways:
 - 1) Burial of the animal carcass on the owner's land under the following conditions:
 - i. The bottom of the burial pit must be at least three feet above the water table.
 - ii. If possible, choose a site where the soil is heavier and less permeable.
 - iii. Flat areas are best. Avoid areas sloping toward water or arroyos.
 - iv. Ensure the pit is sized to allow soil to cover mortalities to a depth of at least three feet.
 - 2) Cremation by a licensed facility where the remains can be sealed in an acceptable urn for return to the animal owner or disposed of by the facility.
 - i. The cremation of the carcass will be at the expense of the animal owner.
 - 3) The Animal Control Officer may remove any animal carcass from the roadway or other public property. The Animal Control Officer and/or T or C Animal Shelter staff shall make reasonable efforts to notify the animal's owner if known in the event of the animal's death.
 - i. Animal Control Officer may dispose of the animal carcass at the T or C Animal Shelter as authorized after microchip scanning and making reasonable efforts to notify the animal's owner. If an owner is located and request that the Animal Shelter dispose of the carcass, then the owner/responsible party will be responsible for the disposal fee.
 - ii. Animal Control Officer shall turn over any tags or other identification found on an animal carcass to the T or C Animal Shelter.
 - 4) The Animal Shelter may, but is not obligated to, provide for the removal of an animal carcass from private property at the request of the animal owner or property owner for a fee.
 - i. The fee amount shall be established by resolution; or
 - ii. The fee amount shall be established by most current rate schedule as provided by the current licensed facility, contracted with the City of Truth or Consequences, for cremation services.

1. This fee schedule is based on the weight of the carcass.

(Ord. No. 725, 2-9-22)

SECS. 3-131 – 3-135. RESERVED.

ARTICLE IX. TAMPERING

SEC. 3-136. BREAKING INTO ENCLOSURE OR FACILITY.

Any person who shall in any manner break into or aid, directly or indirectly, in breaking into the enclosure, pound, center, or trap in which any animal is impounded or kept under authority of an Animal Control Officer or Law Enforcement Officer shall be guilty of a misdemeanor and sentenced under the provisions of Section 3-29.

SEC. 3-137. BREAKING INTO AN ANIMAL CONTROL VEHICLE.

It is unlawful for any person to break open any animal control vehicle wherein animals are impounded by the Animal Control Officer or Law Enforcement Officer, or in any other way to remove or assist in the removal of any animal from such vehicle without lawful permission. Offenders shall be guilty of a misdemeanor and sentenced under the provisions of Section 3-29.

(Ord. No. 725, 2-9-22)

SEC. 3-138. INTERFERING WITH AN ANIMAL CONTROL OFFICER.

It is unlawful for any person to interfere, hinder or molest any Animal Control Officer or Law Enforcement in the performance of their duties. Offenders shall be guilty of a misdemeanor and sentenced under the provisions of Section 3-29.

(Ord. No. 725, 2-9-22)

SEC. 3-139. INJURING OR TAMPERING WITH A FENCE, GATE OR SECURING DEVICE.

- A. It is unlawful for any person to intentionally, knowingly or willfully cut, damage, destroy, tamper with, unlock, remove or otherwise interfere with any fence, gate or other enclosure or securing device that they do not own for the purpose of releasing, allowing the escape of, or providing unauthorized access of any animal.
- B. Exceptions. The prohibitions of this Section shall not apply to:
 - 1) Law Enforcement Officers, Animal Control Officers or emergency responders acting within the scope of their official duties.
 - 2) Persons acting in good faith in an emergency, when such action is reasonably necessary to:
 - i. Prevent or reduce the threat of serious bodily injury or death.
 - ii. Rescue a person who is trapped, endangered, or otherwise in need of urgent assistance;
 - iii. Prevent significant harm to an animal when no reasonable alternative exists; or

- iv. Property owners or lawful occupants accessing or repairing their own fences, gates or enclosures.
- C. Each animal allowed to escape as a result of a violation of this Section shall constitute a separate offense.

ARTICLE X. DANGEROUS AND POTENTIALLY DANGEROUS DOGS

SEC. 3-140. POTENTIALLY DANGEROUS DOGS.

A dog may be deemed potentially dangerous if the dog poses a reasonable threat to public safety as demonstrated by the following behaviors:

1. Causing an injury to a person, Domestic Animal or Livestock that is less severe than a serious injury; or
2. Chasing or menacing a person, Domestic Animal or Livestock in an aggressive manner and without provocation; or
3. Acting in a highly aggressively manner within a fenced yard or enclosure and appearing able to jump out of the yard or enclosure.

State law reference(s) - Dangerous Dog, Definitions, NMSA, § 77-1A-2.

SEC. 3-141. DANGEROUS DOGS.

A dog shall be deemed dangerous if it causes serious injury to a person, Domestic Animal or Livestock.

State law reference(s) - Dangerous Dog, Definitions, NMSA, § 77-1A-2.

SEC. 3-142. SEIZURE OF DANGEROUS DOGS.

- A. If an Animal Control Officer has probable cause to believe that a dog is a dangerous dog and poses an imminent threat to public safety, the Animal Control Officer may apply to a court of competent jurisdiction in the county where the animal is located for a warrant to seize the animal.
- B. If an Animal Control Officer has probable cause to believe that a dog is a potentially dangerous dog and poses a threat to public safety, the animal authority may apply to a court of competent jurisdiction in the county where the animal is located for a warrant to seize the animal.
- C. After seizure, the Animal Control Officer will impound the dog pending disposition of the case or until the owner has fulfilled the requirements for a certificate of registration pursuant to the provisions of subsection (e) of this section.
- D. After seizure:
 - 1) The owner may admit that the dog is dangerous or potentially dangerous and comply with the requirements for a certificate of registration pursuant to subsection (e) of this section; or
 - 2) The Animal Control Officer may, within fourteen (14) days after seizure of the dog, bring a petition in a court of competent jurisdiction seeking a determination

of whether the dog is dangerous or potentially dangerous. If the court finds, by clear and convincing evidence, that the dog is dangerous and poses an imminent threat to public safety or potentially dangerous and poses a threat to public safety, the court shall order the owner to comply with the registration and handling requirements for the dog and obtain a certificate of registration within 30 days or have the dog humanely destroyed. If the court does not make the required findings pursuant to this paragraph, the court shall immediately order the release of the dog to the owner.

- E. If the owner does not admit that the dog is dangerous or potentially dangerous and the Animal Control Officer does not bring a petition in court within 14 days of seizure of the dog, the court shall immediately order the release of the dog to its owner.
- F. If the owner admits that the dog is dangerous and transfers ownership of the dog to the Animal Shelter, the Animal Shelter may humanely destroy the dog.
- G. A determination that a dog is not dangerous or potentially dangerous shall not prevent the Animal Control Officer from making a subsequent application for seizure based on the dog's subsequent behaviors.

State law reference(s) - Dangerous Dog, Definitions, NMSA, § 77-1A-4.

**SEC. 3-143. DANGEROUS AND POTENTIALLY DANGEROUS DOGS -
REGISTRATION REQUIRED.**

- A. Upon application, the City Clerk's Office shall issue a certificate of registration to the owner of a dangerous or potentially dangerous dog if the owner establishes that:
 - 1) The owner is able to keep the dog under control at all times; and
 - 2) A Companion Animal License Certificate, if applicable, has been issued pursuant to the requirements of the City; and
 - 3) The dog has a current rabies vaccination; and
 - 4) The owner has a proper enclosure to the dog; and
 - 5) The owner has paid an annual fee set by resolution to register a dangerous or potentially dangerous dog; and
 - 6) The dog has been spayed or neutered; and
 - 7) The dog has been implanted with a microchip containing owner identification information that is also provided to the animal control authority; and
 - 8) The owner has entered the dog in a socialization and behavior program approved or offered by the Animal Control Officer.
- B. If a dog previously determined to be dangerous or potentially dangerous has not exhibited any of the behaviors specified in this section for thirty-six (36) consecutive months, the owner may request the Animal Control Officer in the City to lift the requirements for registration pursuant to this section. If the Animal Control Officer has no reasonable basis to believe that the dog has exhibited the behaviors specified, it may relieve the owner of the requirements of this section.

- C. An Animal Control Officer shall issue a certificate of registration to the owner of a dangerous dog if the owner, in addition to the requirements of Section 3-142(A), establishes that:
- 1) The owner has paid an annual fee set by resolution, as established by the animal control authority to register a dangerous dog; and
 - 2) The owner has written permission of the property owner or homeowner's association where the dangerous dog will be kept, if applicable; and
 - 3) The dangerous dog will be maintained exclusively on the owner's property except for medical treatment or examination; and
 - 4) When the dangerous dog is removed from the owner's property, the dog shall be caged or muzzled and restrained with a lead no longer than four feet, and the dog shall be under complete control at all times; and
 - 5) The dangerous dog will not be transported in a vehicle that might allow the dog to escape or gain access to any person or animal outside the vehicle; and
 - 6) A clearly visible warning sign with a conspicuous warning symbol indicates there is a dangerous dog on the premises is posted where the dog is kept and is visible from a public roadway or from fifty (50) feet, whichever is less.
- D. An Animal Control Officer may order the immediate impoundment or humane destruction of a dog previously determined to be a dangerous dog if the owner fails to comply with the conditions for registration, confinement or handling set forth in this section.

State law reference(s) - Dangerous Dog, Definitions, NMSA, § 77-1A-5.

SEC. 3-144. DANGEROUS AND POTENTIALLY DANGEROUS DOGS – PROHIBITED ACTS.

- A. It is unlawful for an owner of a dangerous or potentially dangerous dog to:
- 1) Keep the dog without a valid certificate of registration; or
 - 2) Violate the registration and handling requirements for the dog; or
 - 3) Fail to notify an Animal Control Officer immediately upon:
 - i. The escape of the dog; or
 - ii. An attack by the dog upon a human being, Domestic Animal or Livestock;
 - 4) Fail to notify the animal control authority of the dog's death within five business days; or
 - 5) Fail to notify an Animal Control Officer within twenty-four (24) hours if the dog has been sold or given away and to provide the name, address and telephone number of the new owner of the dog; or
 - 6) Fail to surrender the dog to an Animal Control Officer for safe confinement pending a determination of the case where there is reason to believe that the dog poses an imminent threat to public safety; or

- 7) Fail to comply with special handling or case requirements for the dog that a court has ordered.

State law reference(s) - Dangerous Dog, Definitions, NMSA, § 77-1A-6.

SEC. 3-145. PENALTIES.

- A. A person who violates any section or provision of this Article X (Sections 3-140 through 3-145) shall be charged in the court charged with jurisdiction to enforce this Chapter and upon conviction may be sentenced a minimum fine of \$250.00 not to exceed \$500.00 or 90 days imprisonment or both fines and imprisonment.
- B. The court may order the owner to relinquish the dog to the Animal Shelter for humane destruction.

State law reference(s) - Dangerous Dog, Definitions, NMSA, § 77-1A-6.

ARTICLE XI. WILD OR EXOTIC ANIMALS

SEC. 3-145. EXOTIC AND WILD ANIMALS.

- A. No person shall keep, own or harbor any species in violation of federal law, New Mexico law or this section.
- B. No person shall keep any exotic or Wild Animal as defined in this Chapter by the definition of Exotic or Wild Animal except where 1) adequate protective devices are provided to prevent such animals from escaping or injuring the public, and 2) a proper license is obtained in accordance with section 3-146. If such requirements are met, they may be kept in a zoological park, pet shop, veterinary hospital, animal shelter, public laboratory, circus, amusement show, educational facility, scientific facility, or in the control of a humane society.

(Ord. No. 725, 2-9-22)

State law reference(s) - Sale, Purchase, Trade and Possession of Certain Animals Regulated, NMSA, § 77-18-1.

SEC. 3-146. EXOTIC AND WILD ANIMAL PERMIT.

- A. Any person who keeps, harbors or owns an Exotic Animal or Wild Animal covered by this section at the time of enactment of this Chapter shall obtain an Exotic or Wild Animal Permit from the City. A fee set by resolution shall be charged for the Exotic or Wild Animal Permit through the City.
 - 1) An Exotic or Wild Animal Permit holder shall immediately notify an Animal Control Officer or City Clerk upon the death of the animal.
 - 2) An Exotic or Wild Animal Permit holder shall immediately notify an Animal Control Officer or Police Officer upon the escape of the Animal.
- B. An Animal Control Officer shall use seizure procedures which protect the public, the exotic or Wild Animal and other animals to seize any exotic or Wild Animal kept in

contrary to this section or for its owner's failure to obtain an Exotic or Wild Animal Permit. Such animal shall become property of the City. The Exotic or Wild Animal Permit holder or owner of the exotic or Wild Animal is liable for any costs incurred by the City and such costs may be the result of a lien being place against the Exotic or Wild Animal.

- C. For the purpose of this section, any person or Animal Control Officer who is utilizing a humane live trap for exotic or Wild Animals, vermin, or domesticated dogs or cats which may be a menace to the public may not be considered as keeping, owning or harboring such animals. Trapping shall be done in accordance with New Mexico State law.

(Ord. No. 725, 2-9-22)

ARTICLE XII. PERMITTED PREMISES, REGULATIONS, LICENSES AND FEES

SEC. 3-147. GUARD DOGS.

Anyone using or keeping a dog for the sole purpose of guarding a property, and neither as a pet nor for hunting uses, must obtain a Guard Dog Site Permit from the City in addition to all other applicable provisions of this Chapter:

1. A Guard Dog shall not be used to guard residential property.
2. Only one Guard Dog is allowed on a property at any given time.
3. The permit application shall include sufficient information to identify the owner of the commercial property, the name and address of the owner of the Guard Dog, and the location intended to be guarded by the Guard Dog.
4. The permit applicant shall submit the application to the City Clerk's Office and submit to a pre-permit inspection of the premises by an Animal Control Officer so that an accurate physical description of the animal may be obtained.
5. The applicant must provide to the City proof of vaccination of the Guard Dog as set in Section 3-68 of this Chapter.
6. The applicant must provide to the City proof of licensing as set in Section 3-69 of this Chapter and microchipping of the Guard Dog as set in Section 3-74 of this Chapter. Proof of licensing and microchipping must be provided annually during renewal of the permit.
7. The permit applicant shall pay the Guard Dog Site Permit fee before a permit may be obtained. The permit holder shall, thereafter, pay an annual Guard Dog Site Permit fee. The permit application and annual permit fees shall be set by resolution by the City.
8. The permit applicant must submit to an annual inspection of the property by an Animal Control Officer before a permit may be renewed.
9. Prior to obtaining the permit, the permit applicant shall obtain liability insurance in this state providing coverage in each occurrence, subject to a limit, exclusive of

- interests and costs, of not less than \$100,000.00 for damage or bodily injury to or death of a person caused by the Guard Dog.
10. The enclosure surrounding the property protected by a Guard Dog must be secure at all times so as to prevent the dog from running at large, unless the owner complies with Section 3-70.
 11. The enclosure surrounding the property must be of sufficient height and strength to contain the Guard Dog within the premises to prevent unauthorized entry and access of animals and people onto the property.
 12. A Guard Dog may only be chained in order to supplement any enclosure. A chain shall not be the only form of restraint for a Guard Dog.
 13. If chained, the animal must be located within 10 feet of the entrance of the building or premises to be guarded and chained in such manner as set forth in Section 3-70.
 14. The owner of the Guard Dog shall post warning signs prominently on all sides of the premises and on all entryways to the premises, stating that a Guard Dog is on the premises.
 - i. Warning signs should be at least twelve (12) inches long on each side.
 - ii. Warning signs shall state “Guard Dog” and “Guardia” and shall show a picture of an aggressive dog.
 - iii. Signs should not be more than fifty (50) feet apart on all exterior fences or walls surrounding the site and shall be posted at all exterior corners of the site and every entrance to the site.
 - iv. Signs shall be maintained in such a manner to maintain their effectiveness.
 15. Vehicles used to transport Guard Dogs shall be secured so the public is protected from injury, shall be constructed or modified to ensure that the Guard Dog is transported in a safe, humane manner and that does not violate Section 3-113, and shall be posted with warning signs on each side of the vehicle.
 16. The City may at any time revoke a Guard Dog Site Permit for any and all violations of this Chapter.
 17. Nothing in this section shall prohibit an Animal Control Officer from placing a Guard Dog on a quarantine and/or seizing a Guard Dog as set by provisions of this Chapter and/or applicable state laws.
 18. An application may be denied if the applicant or animal owner shows a history of noncompliance with sections contained in this chapter as evidenced by two or more convictions of violations during the preceding 12 months. Any past city permits or license revocations may be considered in decision making process of whether to approve or deny a permit under this section.

19. A Guard Dog Site Permit holder shall not apply for a litter permit, Multi-Animal Site Permit or Kennel Permit for the Guard Dog Site. No breeding, boarding or sale of Animals is allowed at a Guard Dog Site.

20. Guard Dog Site Permits shall not be issued to any premises within five-hundred (500) feet of any school zone, daycare, public park or dog park.

SEC. 3-146. MULTI-ANIMAL SITE PERMIT AND KENNEL PERMITS.

A. Multi-Animal Site Permits

- 1) It shall be unlawful for a property owner, tenant, lessee, or authorized resident of said property, to possess or harbor more than four Companion Animals in any combination thereof, three months of age or older on their residential or business premises without a Multi-Animal Site Permit.
- 2) Any person who operates or proposes to operate a residential or commercial Multi-Animal Site shall file an application for a permit with the City Clerk's Office, describing the location of the site, and the purpose for which it is to be maintained. An initial non-refundable fee, established by resolution, for residential or commercial Multi-Animal Sites must accompany any application to defray the cost of processing the request.
- 3) An onsite visit of the premises shall occur by an Animal Control Officer and designated zoning official or administrator upon the submission of an application. All initial applications will go before the City's Planning and Zoning Board to verify compliance with this section and/or other applicable zoning regulations. If any provision of this section is in conflict with the provision of any applicable zoning regulation, the provision of the zoning regulation shall control.

The following requirements must be met during the onsite visit:

- i. All Companion Animals listed on the application three months of age or over must be vaccinated in accordance with Section 3-68 of this Chapter and possess a city Companion Animal License Certificate.
- ii. All Companion Animals must be implanted with a Companion Animal Microchip or must possess a city animal license tag.
- iii. All Companion Animals must have access to Adequate Food.
- iv. All Companion Animals must have access to Adequate Water.
- v. All Companion Animals must have access to Adequate Shade.
- vi. All Companion Animals must have access to Adequate Shelter.
- vii. Each Companion Animal must meet all requirements as set by Section 3-110 of this Chapter, including minimum space requirements per Companion Animal, cleanliness requirements, basic and emergency medical care and access to environmental enrichment.
- viii. Site must comply with provisions set by Section 3-91 of this Chapter and Section 3-92 of this Chapter in order to prevent Companion Animals from

creating a public nuisance by noxious or offensive odors and disturbing the peace by creating noise common to its species.

ix. Site must comply with Section 3-70 of this Chapter.

- 4) There shall not be more than seven Companion Animals in any combination thereof for multi-animal residential or commercial site permits.

B. Kennel Permits

- 1) If a business premises is being used for the buying, selling, breeding, training, fostering, rescuing, or boarding of Companion Animals, said business shall apply for a Kennel Permit.
- 2) Any person who operates or proposes to operate a Kennel shall file an application for a permit with the City Clerk's Office, describing the location of the site, and the purpose for which it is to be maintained. An initial non-refundable fee, established by resolution, for Kennel sites must accompany any application to defray the cost of processing the request.
- 3) An onsite visit of the premises shall occur by an Animal Control Officer and designated zoning official or administrator prior to a hearing before the City's Planning and Zoning Board to verify compliance with this section and/or other applicable zoning regulations. If any provision of this section is in conflict with the provision of any applicable zoning regulation, the provision of the zoning regulation shall control.
- 4) The following requirements must be met during the onsite visit:
 - i. Kennel Permit applicants that are using their permit for commercial purposes shall be required to also apply for a city business license as per (Sec. 7-32. - Application to do business). All other Kennel Permit applicants must provide proof they are a part of a valid nonprofit animal welfare organization.
 - ii. All Companion Animals listed on the application three months of age or over must be vaccinated in accordance with Section 3-68 of this Chapter.
 - iii. All Companion Animals must have access to Adequate Food.
 - iv. All Companion Animals must have access to Adequate Water.
 - v. All Companion Animals must have access to Adequate Shade.
 - vi. All Companion Animals must have access to Adequate Shelter.
 - vii. Each Companion Animal must meet all requirements as set by Section 3-110 of this Chapter, including minimum space requirements per Companion Animal, cleanliness requirements, basic and emergency medical care and access to environmental enrichment.
 - viii. Site must comply with provisions set by Section 3-91 of this Chapter and Section 3-92 of this Chapter in order to prevent Companion Animals from creating a public nuisance by noxious or offensive odors and disturbing the peace by creating noise common to its species.

ix. Site must comply with the provisions of Section 3-70 of this Chapter.

- 5) The maximum Companion Animal occupancy for Kennel Permits shall be determined based upon the recommendation of an Animal Control Officer or designated zoning official or administrator to ensure there is adequate space and adequate shelter to ensure sanitary and safe conditions.

C. Denial and Revocation of Multi-Animal Site or Kennel Permits

- 1) An application may be denied if the applicant or Companion Animal owner shows a history of noncompliance with sections contained in this chapter as evidenced by two or more convictions of violations during the preceding 12 months. Any past city permit or license revocations may be considered in decision making process of whether to approve or deny a permit under this section.
- 2) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-110 of this Chapter.
- 3) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-91 of this Chapter.
- 4) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-92 of this Chapter.
- 5) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-70 of this Chapter.
- 6) An application may be denied if two or more unrelated adult witnesses from unrelated residences reports violations of this Chapter or if one adult witness with recorded video shows a violation of this Chapter.
- 7) A Multi-Animal Site Permit or Kennel Permit may be revoked when, in the opinion of the designated zoning official or administrator or Animal Control Officer, any one or more the following conditions exist:
 - i. The premises or enclosures are not maintained in a clean, safe, and sanitary condition and are a health, fire, or public safety hazard or produce noxious odors.
 - ii. The number of Companion Animals exceeds the number allowed under the permit.
 - iii. Any other violation listed under this chapter or sections.
- 8) In cases where a Multi-Animal Site Permit or Kennel Permit is revoked, the permittee shall be notified in writing via the mailing address listed on their permit application. The revocation letter shall state the reasons said permit has been revoked and the option to file a written appeal with the City Manager or their designee within ten business days of the date listed on the revocation letter. Written appeals shall be hand delivered to City Clerk's Office within the allotted timeframe. The City Manager or their designee may review the appeal and reverse the decision, modify the decision, or deny the appeal and upheld the initial revocation.

- 9) If a Multi-Animal Site Permit or Kennel Permit has been revoked, said applicant and/or location of where the permit was issued shall not be allowed to apply or obtain another permit within city limits for a period of at least two years from the date of revocation.
- 10) Multi-Animal Site Permits and Kennel Permits shall not be issued to any premises which has a Guard Dog Site Permit.

D. Provisions

- 1) All multi-animal residential or commercial site permits, and Kennel Permits must be renewed annually at a fee established by resolution. Renewal applications must be submitted to the City Clerk's Office for processing. A non-refundable fee, established by resolution shall be charged, and an onsite visit of the premises shall occur by an Animal Control Officer and designated zoning official or administrator. Annual renewals up to 3 years are not required to go before the Planning & Zoning Board and can be approved by an Animal Control Officer, designated zoning official, or administrator. However, the Animal Control Officer and designated zoning official or administrator can request that an application renewal go before the Planning & Zoning Board if deemed necessary.
- 2) Multi-Animal Site and Kennel Permit holders shall allow an Animal Control Officer, police officer, designated zoning official or administrator or other city official to enter and inspect the premises for compliance with this section and/or any other city municipal code or ordinances during normal business hours.
- 3) Upon receipt of payment of a Multi-Animal Site or Kennel Permit application fee, the City Clerk's Office shall forward the application to the Planning and Zoning Department and Animal Control Officer. All initial applications for Multi-Animal Site and Kennel Permits shall undergo a special use permit process pursuant to the procedure detailed in section 11-5-6 of the City's Planning and Zoning Code.
- 4) Veterinary hospitals or clinics shall be exempt from the Kennel Permit licensure requirement of this chapter unless the veterinary hospital or clinic engages in the non-veterinary medical boarding of Companion Animals.

(Ord. No. 725, 2-9-22)

SEC. 3-149. LICENSE FEES.

- A. The annual license fee shall be set by resolution for each neutered or spayed Companion Animal.
- B. The annual license fee shall be set by resolution for each intact Companion Animal.
- C. A fee shall be charged for each Companion Animal that has not been spayed or neutered, unless the owner presents a signed statement from a licensed veterinarian stating that spaying or neutering would be a surgical risk for the Companion Animal, due to the Companion Animal's age or condition.
- D. No fee shall be charged for licensure of a Companion Animal implanted with a microchip that is registered by the appropriate microchip company provided the owner of the

Companion Animal provides the City with the microchip number and fulfills all requirements set by Section 3-69(D).

SECS. 3-150 – 3-156. RESERVED.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS. CITY COMMISSIONERS OF THE CITY OF TRUTH OR CONSEQUENCES:

Section 1. All Ordinances or Resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This Repealer shall not be construed to revive any Ordinance or Resolution or part thereof, heretofore repealed.

Section 2. This Ordinance shall take effect on the 17th day of December, 2025.

PASSED, APPROVED AND ADOPTED this 17th day of December, 2025.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

BY: _____
Rolf Hechler – Mayor

ATTEST: _____
Angela A. Torres – City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 17, 2025

Agenda Item #: F.1

SUBJECT: City Manager Reports
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 11, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Chief Financial Officer Jocelyn Holguin will give a brief audit report to the commission.

Recommendation:

Update Only.

Attachments:

- Audit Report

-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☐ Legal ☐ Other: [Click here to enter text.](#)

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-17-25

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-7767
www.torcnm.org

Destiny Mitchell
Commissioner

Ingo Hoeppner
Commissioner

Gary Whitehead
City Manager

December 11, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: AUDIT REPORT UPDATE

I would like to take the opportunity to update the Commission and the public on our current audit position. Traditionally our audit would be due to the State Auditor's Office by December 15, 2025. Presently the audit rule allows our audit team to an extension to deliver our audit on January 20, 2026, based on the City's requirements for a "single audit" due to the threshold exceeding the requirements based on the federal funding the City has received to date.

Attached are the memos from the state website along with the scheduled provided by JAG, our current auditor. We are nearly completed with the audit item submitted and testing requirements. Once we have completed the final process, we will be reviewing the draft audit and possible findings that may be corrected.

The finance team would like to extend our appreciation to all the City staff who have helped with this year's audit and provided the audit documentation in a timely manner. We understand that the audit process is consuming but it is a requirement and as stewards of the taxpayers City has come together to help in the process. We thank all who helped in the process.

I stand for any questions, or concerns.

Regards,


Jocelyn Holguin,
Chief Financial Officer

CC: Gary Whitehead, City Manager and Kerin Salcedo, Accounting Officer

Revised Due Date for Entities with Single Audit

From Josan Capones <Josan@JAG.CPA>

Date Thu 12/4/2025 6:02 AM

To Holguin, Jocelyn <jholguin@torcnm.org>

Cc Scott Eliason, CPA <Scott@JAG.CPA>

 1 attachment (326 KB)

Updated Information for Federal Single Audits.pdf;

Hi Jocelyn,

Good morning,

Just wanted to share an update. The revised due date for entities with a single audit is January 20, 2026 for both the financial audit report and the single audit report if opting for the one-cover option.

AGENCY TYPE	FINANCIAL AUDIT REPORT DUE DATE	SINGLE AUDIT REPORT DUE DATE
Agencies that elected to take the "wait and see" approach and did not amend their audit contract	One-Cover Report due January 20, 2026	One-Cover Report due January 20, 2026
State agencies with normal November 1 st deadlines	December 1, 2025	February 9, 2026
State components such as NMFA and Lottery Authority	December 1, 2025	February 9, 2026
Institutes of Higher Education	December 1, 2025	February 9, 2026
State agencies with normal November 1 st deadlines	December 15, 2025	February 9, 2026
Mortgage Finance Authority	December 15, 2025	February 9, 2026
Other agencies that elected to amend their audit contracts to submit the single audit separately	January 20, 2026	February 9, 2026

Thanks!

Josan Capones
Audit Supervisor

To Schedule with me CLICK HERE: <https://calendly.com/josan-jag>

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Joseph M. Maestas, PE, CFE, State Auditor
**New Mexico Office of the State Auditor
Bulletin**

October 2, 2025



Due Date Extensions Related to Delayed Uniform Guidance for Agencies Requiring a Federal Single Audit

Issue

- Each year, the White House's Office of Management and Budget (OMB) publishes the Uniform Guidance Compliance Supplement for Federal Single Audits (Supplement), typically before June 30. **The Supplement for 2025 is *delayed*.**
- On August 18, 2025, OMB released a DRAFT Supplement for fiscal years ending June 30, 2025. However, as of the date of this bulletin, there is still **no anticipated release date for the FINAL version of the Supplement.**

Key Points

- Auditors may use the draft supplement for preliminary purposes but *cannot* complete the audit without the final compliance supplement.
- The Office of the State Auditor (OSA) *cannot accept* draft reports that include a Federal Single Audit prior to the release of the final compliance supplement.
- As a result, **OSA is extending certain due dates** for agencies that require a Federal Single Audit; extensions *do not apply* to agencies that do not.
- OSA notified Independent Public Accounting firms of due date extensions in Auditor Alerts issued on September 8 and 29. OSA is enclosing each Alert in this bulletin—and will re-publish it as necessary—to help ensure affected entities are aware of their responsibilities and OSA's guidance.
- OSA continues to closely monitor the situation and potential impacts. Agencies requiring a Federal Single Audit should carefully review the enclosed Auditor Alerts to identify their due date and stay up to date on the evolving situation.
- Agencies should also prepare for audits by drafting the Schedule of Expenditures of Federal Awards and organizing documentation. Given the delay, flexibility is key—agencies may need to provide additional documentation beyond the usual scope. A cooperative, responsive approach will help ensure a smooth audit process.

Enclosures

- Auditor Alert Regarding Additional Due Date Extensions for Audits that Include a Federal Single Audit, September 29, 2025
- Auditor Alert Regarding Due Date Extension, September 8, 2025



State of New Mexico Office of the State Auditor

AUDITOR ALERT REGARDING ADDITIONAL DUE DATE EXTENSIONS FOR AUDITS THAT INCLUDE A FEDERAL SINGLE AUDIT

September 29, 2025

To: Independent Public Accountants

RE: Delayed Final Version of the OMB 2025 Uniform Guidance - Updated September 29, 2025

On August 18, 2025, the Office of Management and Budget (OMB) released a DRAFT 2025 Compliance Supplement for Federal Single Audits for periods ending June 30, 2025. This draft is available at:

[Draft 2025 OMB Compliance Supplement Available for Audit Planning | Resources | AICPA & CIMA](#)

On September 9, 2029, the New Mexico Office of the State Auditor's (OSA) sent an auditor alert regarding due date extensions for certain audits with September 30 and October 15, deadlines. This second auditor alert continues the original extension and adds additional extensions.

There continues to be no expected release date for the FINAL Version of the Uniform Guidance Compliance Supplement.

Although auditors may use a draft compliance supplement for preliminary planning purposes, they cannot complete the audit without the final compliance supplement. Due to this requirement, the OSA cannot accept any draft reports that include a Federal Single Audit, prior to the release of the final compliance supplement. Any draft reports, with a Federal Single Audit, submitted prior to the release of the final compliance supplement will be rejected.

Due to this continued delay, the OSA is expanding the extension of certain due dates, *if the agency requires a Federal Single Audit*, defined in the Audit Rule at 2.2.2.9(A) (1) (a-b) NMAC as follows:

- Regional Educational Cooperatives, Cooperative Educational Services, Independent Housing Authorities draft report due dates are now extended from September 30th to November 30th.
- Hospitals and Hospital Special District draft report due dates are now extended from October 15th to December 15th.

Office of the State Auditor

September 29, 2025

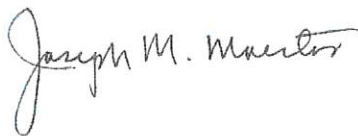
Page 2

- Institutes of Higher Education, the New Mexico Finance Authority, the New Mexico Lottery Authority and other state component units with normal November 1st draft report due dates are now extended from November 1st to December 1st.
- State agencies with November 1st deadlines, district courts and district attorneys draft report due dates are now extended from November 1st to December 1st.

These due date extensions only apply if the agency is required to have a federal Single Audit. Agencies impacted by the delay do not need to request an exception to the Audit Rule regarding the due date. Additionally, draft reports submitted pursuant to this extension are not required to include a late report finding.

The OSA continues to closely monitor the situation and the continued potential impact on agencies with later draft report due dates and will provide additional guidance as needed. OSA will not reverse these extended draft report due dates, and any future extensions will be based on the best information available to us.

Sincerely,



Joseph M. Maestas
State Auditor

CC: Legislative Finance Committee Charles.Sallee@nmlegis.gov

CC: Wayne Propst, Secretary Dept. of Finance & Administration wayne.propst@dfa.nm.gov

CC: Mariana Padilla, Secretary, Public Education Department mariana.padilla@ped.nm.gov



State of New Mexico Office of the State Auditor

AUDITOR ALERT REGARDING DUE DATE EXTENSION

September 8, 2025

To: Independent Public Accountants

RE: Delayed Final Version of the OMB 2025 Uniform Guidance for Federal Single Audit

On August 18, 2025, the Office of Management and Budget (OMB) released a DRAFT 2025 Compliance Supplement for Federal Single Audits for periods ending June 30, 2025. This draft is available at:

[Draft 2025 OMB Compliance Supplement Available for Audit Planning | Resources | AICPA & CIMA](#)

As of the date of this Alert Notification the Office of the State Auditor (OSA) has not learned of an expected release date for the FINAL Version of the Compliance Supplement.

Although auditors may use a draft compliance supplement for preliminary planning purposes, they cannot complete the audit without the final compliance supplement. Due to this requirement, OSA cannot accept any draft reports that include a Federal Single Audit, prior to the release of the final compliance supplement. Any draft reports, with a Federal Single Audit, submitted prior to the release of the final compliance supplement will be rejected.

Due to this delay the OSA is extending certain due dates, *if the agency requires a Federal Single Audit*, defined in the Audit Rule at 2.2.2.9(A) (1) (a-b) NMAC as follows:

- Regional Educational Cooperatives, Cooperative Educational Services, Independent Housing Authorities draft report due dates are extended from September 30th to October 31st.
- Hospitals and Hospital Special District draft report due dates are extended from October 15th to November 17th.

These due date extensions only apply if the agency is required to have a Federal Single Audit. Agencies impacted by the delay do not need to request an exception to the Audit Rule regarding the due date. Additionally, draft reports submitted pursuant to this extension are not required to include a late report finding.

Office of the State Auditor

September 8, 2025

Page 2

The OSA is closely monitoring the situation and the potential impact on agencies with later draft report due dates and will provide additional guidance as needed.

Sincerely,

A handwritten signature in blue ink that reads "Donna M. Trujillo" followed by a horizontal line.

Donna M. Trujillo, CPA
Deputy State Auditor

CC: Legislative Finance Committee Charles.Sallee@nmlegis.gov

CC: Wayne Propst, Secretary Dept. of Finance & Administration wayne.propst@dfa.nm.gov

CC: Mariana Padilla, Secretary, Public Education Department mariana.padilla@ped.nm.gov



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CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 17, 2025

Agenda Item #: G.1

SUBJECT: City Commission Regular Minutes, November 17, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 11, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-17-25

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, NOVEMBER 19, 2025**

A. CALL TO ORDER:

The meeting was called to order by Mayor Rolf Hechler at 9:00 a.m., who presided and Angela A. Torres, City Clerk-Treasurer, acted as Secretary of the meeting.

B. INTRODUCTION:

1. ROLL CALL:

Upon calling the roll, the following Commissioners were reported present.

Hon. Rolf Hechler, Mayor
Hon. Amanda Forrister, Mayor Pro-Tem – Arrived at 10:02 via telephone
Hon. Destiny Mitchell, Commissioner
Hon. Merry Jo Fahl, Commissioner
Hon. Ingo Hoeppner, Commissioner

Also Present: Gary Whitehead, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer
Jocelyn Holguin, Chief Financial Officer
Luis Tavizon, Chief of Police
Tyler Knull, Code Enforcement Officer
OJ Hechler, Community Services Director

There being a quorum present, the Commission proceeded with the business at hand.

2. SILENT MEDITATION:

Commissioner Fahl: As we take time for silent meditation, there are a couple of names that I would like everyone to think about. Those of us in the agriculture world, Denzel Gillus, who is a long-time farmer in Arrey, and they're a prolific family. We lost him, and Nick Carson, who is a very big ag producer in the Hatch valley and participate in so many activities in Sierra County, we lost both of those producers during this past week, and I know we've lost a number of other citizens, but those two are pretty prominent, from large families, and I'm hopeful that you pray for them, or think of them while we go into silent meditation. Thank you.

Mayor Hechler: Thank you Commissioner Fahl, we'll take 15 seconds now.

Mayor Hechler called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

Mayor Hechler called for City Manager Whitehead to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

Commissioner Fahl moved to approve the agenda with the change of moving item I7 after item C1. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. PRESENTATIONS:

1. Proclamation naming November 29, 2025, as Small Business Saturday.

Mayor Hechler presented the Proclamation naming November 29, 2025, as Small Business Saturday.

The following item was moved after item C1.

New Business:

1. Discussion/Action: Wreaths Across America program.

OJ Hechler, Community Services Director: I'd like to introduce the Magnolia Ellis chapter of the daughters of the American revolution. They are requesting permission to include Vista Memory Gardens Cemetery, and possibly some other local sites where veterans lay, as official locations for the Wreaths Across America wreath laying program. Several New Mexico communities already participate, and this chapter would like Truth or Consequences to be added. With that, I'd like to introduce Sheila, Johanna, and David to talk a little bit about the daughters of the American revolution and the Wreaths Across America program.

Sheila Fetherling, Wreaths Across America: Thank you for having us, we are happy to be here. I'm Shiela Featherling and I'm the local chapter regent of Magnolia Ellis.

Johanna Tighe, Wreaths Across America: I'm Johanna Tighe, and I'm a new member. Looking back at what they did for me, the genealogy of my family, it was unbelievable and I encourage anyone who thinks that they actually have a revolutionary war veteran in their family to investigate. My family goes back 9 generations and it was an awesome thing to find that out. Anyway, I'll turn it back to Sheila.

Sheila Fetherling, Wreaths Across America: We're a lineage group and all of us have been able to trace back our heritage to someone that fought in the revolutionary war. Our goal is to preserve history, educate about history, and to serve our veterans. Here in our

community, Johanna will share a little bit about what we've done to try to give you an idea of what we're about.

Johanna Tighe, Wreaths Across America: Recently, we put a memorial plaque at the Veteran's Park here in T or C. We also distribute the constitutions whenever possible at all kinds of events. We gave out flags and pins at the Fiesta parade, we support the ROTC at the high school to the max, we do scholarships for them, and we also support the high school bash every year. We do a lot in the community, and this is just a small list of things for a small group that meets in Sierra County, we do a bunch of different things and we consistently have something each month that we are doing in the community.

Sheila Fetherling, Wreaths Across America: She forgot to mention, we have a huge Christmas party planned at the Veteran's Center on Saturday the 6th. We have dancers, songs, gifts including socks, lap blankets, lotions, and all the things that we feel like the veterans there need. Back to Wreaths Across America, that started back in 1992, a company out of Maine had a surplus of Wreaths and they donated them to the Arlington National Cemetery. They're beautiful, they're all made the same, they're laid on the veteran's graves along with pronouncing each veteran's name. It's important that we don't forget what they did for us. In an effort not to forget, as we lay the wreaths, we also say their name so that we can't forget what they've done for us, and the role that they've played. That's what we'd like to bring to Truth or Consequences, like I said, Bayard, they do it already there, they do it in Los Alamos, they're doing it all over the states, so we just thought it was appropriate to bring it here. There is no commitment of the city except to allow us to do this, we would have volunteers, the wreaths are sent in from Maine in a large truck in boxes about a week before. Placement usually takes place around the halfway point in December. We have volunteers come in to lay the wreaths as I discussed, we leave them for 4-6 weeks, and then we have a volunteer group that comes and orchestrates with the city to pick them up and have them removed. They're all biodegradable, so even if they did get left, which we don't want to do that, they would not harm the environment. That's about all I have, if you have questions for me, I will try to answer them, and I don't want to take up too much time because I'm sure you guys are going to be here for a while.

Commissioner Mitchell: I think it's a great program, I'm excited.

Commissioner Fahl: And I have been aware of the program for quite a while, and have sent money to contribute because I think that's a wonderful way to honor our veterans, and I do have to say, I wanted to be a DAR so bad, but unfortunately my family, they were just interlopers later, so I don't get to claim that, but I think your organization is wonderful, and a great way to recognize them.

Sheila Fetherling, Wreaths Across America: There's a place for everyone to serve our country, this is just my way. I don't want anybody to feel like they're excluded at any point anyway, whether or not they did this. This is just my way to brag on my ancestor that gave his life doing this, and I have four that I've been able to find. Everybody can contribute in some form or fashion, and we should.

Mayor Hechler: Thank you so much, as a veteran myself, I know the significance and the importance of what you do. I have a pretty good history on my wife's side, I'm an immigrant but on my wife's side, it's a long history of service to this country. It's so nice that they're remembered in some way. It's so important, so thank you so much for what you do.

Sheila Fetherling, Wreaths Across America: Absolutely, my pleasure, and thank you for your service, sir, I appreciate that.

Commissioner Fahl made a motion to approve the Wreaths Across America program as presented. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Sheila Fetherling, Wreaths Across America: Thank you very much, I look forward to working with you all and keeping you abreast of everything that's going on. Just for a punchline, \$17 for a wreath and just let us know, we'll make sure we get you on the list. Thank you so much.

D. PUBLIC HEARINGS (5 Minute Rule Applies):

1. Public Hearing/Discussion/Action: Public hearing and final Adoption of Ordinance No. 772 G.O. Bond.

Chris Muirhead, Modrall Sperling: This is the annual General Obligation Bond that you've done, this will be the third issuance of the \$3 million that was approved in the 2022 election. \$3 million was approved, \$1 million for streets and road improvements, \$2 million for water and wastewater improvements. Over the last two years, you've issued a series of bonds each year, in the amount of \$790,000 which breaks down to \$270,000 for streets and road improvements, and \$520,000 for the water and wastewater improvements. Those improvements from the first two series have been ongoing, and this will be an opportunity to do the third series, with the final series being next year, you have four years in which to issue all the bonds related to that 2022 approval. Again, this is a General Obligation Bond, so this is paid with the property taxes. The program is structured, that Bosque Advisors set up, so that the debt service level should remain steady; as one series and one maturity drops off, these new bonds step in so that the property owners don't see any increase in their property taxes. It is a full pledge of the city's full faith in credit. This gives a parameter of \$790,000. It will be through the New Mexico Finance Authority, which will approve the deal at next month's meeting, they don't have the November meeting, then we'll be in a position to price it, and at that point the mayor can sign a pricing certificate accepting the terms of the deal, and move toward closing and having this money available at the end of January for the projects that you have identified in your capital improvement plans, and targeted this money to pay for. It can go out a maximum of 20 years, Bosque Advisors will work with the Finance Authority to structure it. Again, the idea is to keep the debt service level, so depending on your debt service, or your money that have been received on your

property taxes, or maybe a larger first year payment, and then structured down from there. I'm happy to answer any questions about it. It is something that you've seen a couple times in the past. If you have any questions for us, feel free.

Commissioner Fahl: Since I'm not going to see you again probably, Chris, because I'm leaving –

Mayor Hechler: You have two more meetings.

Commissioner Fahl: Yeah, but he won't. And Mark's not here, but Mark's substitute. I just wanted to thank you both, you and Mark's company, for the advice that you give us, and I personally am grateful that you explain it in simple terms so that we all understand what you're doing. I'm just grateful that we've had this opportunity to work together.

Chris Muirhead, Modrall Sperling: That means so much to me, I appreciate it, and I share the feeling. Thank you.

Mayor Hechler opened the public hearing.

Opponents:

There were no opponents.

Proponents:

There were no proponents.

Public Comment:

Kathleen Sloan: My question is, how much money is the tax generating per year?

Mayor Hechler closed the public hearing.

Chris Muirhead, Modrall Sperling: As a general statement to answer your question, while Manager Whitehead looks for the firm number, the idea and the structure in DFA in conjunction with Bosque Advisors, and the city, set the mill rate so that it ties as closely as possible to what your debt service payments are going to be. So that's a little bit of magic, artful magic, because you're looking at assessed values that may change over the term of the bond, as well as the number of properties that may be subject to property tax. So you're looking, the art is to try to hit that mill levy that you've set, to keep steady, so that it produces enough revenue, and then tie your debt service for all your outstanding bonds, so that it gets as close to that number as possible with a little excess. Then what happens is you develop excess, let's say you develop excess over 1-2 years, because it's producing a little bit more, you don't want to come under, then you would then have that first year maturity on like the 2026 bonds, on a \$790,000, you may have \$100,000 or \$200,000 maturity that first year because you've generated more

tax for the bonds. The important thing to note about the debt service levy is that it isn't solely for debt service, so you can have an operational mill levy, which you have, that produces monies for your operations, but the debt service can only be used to pay the bonds. If you have excess money coming in on that debt service levy, it can't go for other operations or to pay other debt service. I'll pass it over to Nathaniel.

Nathaniel Valenzuela, Bosque Advisors, LLC: Right now, based on the 2025 assess value numbers, \$432,264 for that debt service mill levy.

Chris Muirhead, Modrall Sperling: That will then cover your debt service for the 2023 bonds, the 2024 bonds, and then the 2025 bonds. So, in 2026, you still would expect that number to be about the same, you wouldn't have that number increase as you brought on the 2026 bonds. The structure is, that as you bring on the 2026 bonds, you have maturities ending on the 2023, 2024, and 2025, so the 2026 slides in there, but the mill levy stays the same, assuming the same assess values and number of properties, that same 400 and some dollars to then now pay for series, even though before it was 3, and that's the magic of that structure so that you then have comfort as voters going forward. The next time this comes up, they see the improvements, and then they say, "Okay, we'll renew this because we're already paying a property tax and it won't increase our property taxes."

City Manager Whitehead: I wanted to point out, with what we set with DFA, DFA helps us set that, we did have a higher property tax rate on the first one because they missed a payment, so that rate was higher at 4.5 which generated about \$550,000. Now we're going to be set at 3.5, our intention/target is to remain at that, which should generate that 435. Those are the numbers that it generates. We've gone and completed, so if you go to our website, we have created and have an entire page dedicated to the bond and the bond issue. The citizens can go and see all four, remember, they voted to grant us \$3 million to use for the items that they said. That \$3 million comes to us in \$750,000 tranches. The numbers are always going to be different, as Chris explained, but you can go see. So for example, if you open the [bond page](#), and click on where it says [Bond 1](#), we have broken down where we're spending those dollars, so the community can see exactly where we think, and where we're going to spend those dollars for these items. Everything is still kind of fluid, we're still trying to bring contractors on, but all three of the \$750,000 tranches are visible, so that you can see we're spending that money for the items listed: water/wastewater and streets, and it's divided up. This particular bond we are approving today, \$440,000 will go for the match for shovel-ready projects, which we've already just bid, we've awarded a contract, this will represent our match for that particular one, which is \$440,000. So, when this bond comes in, it's spent, it's allocated, it's going to meet all the obligations, and this one will pretty much be out the door.

Chris Muirhead, Modrall Sperling: Just to follow up, the importance of that, because you've borrowed on a tax-exempt basis and you get it a little cheaper than just going to the bank, the IRS wants to see you spend that money as quickly as possible, this is an ideal scenario. When the money comes in, you are already obligated and it's going out

the door that quickly. You have a three-year period, the fact that it's going out this quickly is the best possible outcome.

Mayor Hechler: Thank you for taking the time to post that. I don't know how we could be any more transparent. So, good job.

City Manager Whitehead: I'd like to take all the credit but I can't. You know, the team is working hard, the PIO Carrie has done a good job, we've worked on this for 6 weeks to try to get the information right, the voters can see how it works, what the bond issue is, how it pays back. So hopefully we have good information for the public to track what we're doing with this money they've allowed us to use.

Commissioner Fahl made a motion to approve final Adoption of Ordinance No. 772 G.O. Bond and approve authorization for the Mayor and City Manager to sign any applicable documents related to the bond. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried with a 4-0 vote. (Mayor Pro-Tem being absent during this portion of the meeting).

E. PUBLIC COMMENT (3 Minute Rule Applies):

June Russet and Laura Keck, Tree or C addressed the Commission with comments related to:

- We are part of Tree-or-C. We're here to talk a little bit about what we've done and what we're going to be doing in the next coming month.
- We just wanted to share an update with how many trees we've planted in the last year, we've had three public planting events. We planted 200 trees to date. The volunteer level has fluctuated, we had as many as 70 last February, and we just recently had 45 at our most recent planting, which was just this last Saturday in Ralph Edwards Park. We planted 75 trees in the neighborhood east of Date Street, up to Gold. We also had a wonderful lunch provided by Destiny Mitchell and her GSAPP program. She catered for us.
- We have also had a lot of other public events, training team leaders, because this program counts on volunteers. We are three coordinators, Elise Curtain isn't here with us today, however we train team leaders to lead these small teams to plant trees. So it's really a fun experience, we count on this collaborative community experience, we're trying to build more relationships with other places that we can get a good working team of volunteers who will continue to plant with us.
- This Sunday at 2pm we will have an 80-tree giveaway, they're smaller, the ones we plant are 15-gallon potted trees, and these will be 1-5 gallons, but we'll be giving 80 trees away to the general public. Our volunteers come first-come, first-serve. That is at 2pm at 303 East 1st Avenue. We will have a brief tree care class, we like to include as much education as possible whenever we can to ensure that these trees have a successful planting.
- We also have an upcoming planting where we will require more volunteers on Saturday, December 6th at 9am at Ralph Edwards Park, to get into our teams, and

then we will break out and we will be planting another 75 trees. That will also be followed by another giveaway, with more information on that coming soon.

- We're at over 200 trees given away, and 200 trees planted. Just to mention one more thing, we have a five-year grant, so we have three years left to continue our work.

Becca Eza, MainStreet Truth or Consequences addressed the Commission with comments related to:

- I'll start with the really exciting news that you've probably heard already. We found out yesterday that we received the Levitt Grant. We will be putting together three years of concert series in Ralph Edwards Park. There's lots to plan with this and we're just in the very beginning stages of it, but we want to make this really diverse, and have lots of different genres represented, to make it family-friendly and bring in all different parts of our community to bring people together and enjoy live music, so we're really excited about this.
- Other things that have been going on at MainStreet, it's a very busy season for us right now. We just had Trick-or-Treat Downtown for Halloween, had a great turn out as always, lots of families and children came out. We really appreciate the support of the Police Department and the Streets Department in closing the streets and keeping things safe for the kids. We also appreciate the support of many business owners and individuals that handed out candy, planned events like dance parties, live music, and just made a lot happen for our youth.
- We had our business breakfast in early November, we had 19 people attend which was our biggest one yet. Thank you to Jones Street Secondhand for hosting that.
- We had our Foch Street groundbreaking ceremony that same day, the construction is hopefully going to begin the first week in December. We're really excited for that project to get underway.
- We had our annual accreditation meeting. Every year, we have to do a lot of paperwork, assessment, and reporting to MainStreet America and New Mexico MainStreet, and we have received accreditation for another year.
- Right now we're putting together Small Business Saturday plans. On November 29th, any purchase in any Sierra County small business of \$20 or more, showing your receipt will get you a raffle ticket. We have information on our website about how to do that. We're trying to encourage people as much as possible to start their holiday shopping in our local small businesses across the county instead of just going online.
- We're also working on Old Fashioned Christmas plans. That will be December 12th, we'll have the parade of lights, we've got about 12 folks already signed up for the parade, but we're hoping for a lot more. So we're trying to spread the word about that. We'll have Main and Broadway both shut down with burn barrels around town, stores open late, and Santa at the Healing Waters Plaza.
- That's the gist of it for now, you know how to get in touch with me for any questions you may have. Thank you.

F. REPORTS:

City Manager Whitehead reported the following:

- There's a lot happening, as you can see, a lot of good stuff going on. Let me talk a little bit about some of the challenges we've gone through over the last couple of weeks. I want to talk a little bit about the situation we had with our water wells. Didn't think it would start out being so stressful, but it really turned out to be a bit stressful. When you end up with 2 water wells producing about 700 gallons a minute. The crew did a good job managing and maintaining, but well #2 is down, we're trying to build that, that's the one that you approved us putting a new house around, and we're actually restructuring it. It turns out that well is probably 75 years old, the casing is severely damaged. We are working on a solution for that to maintain it, so we don't have to drill a new well there in the area, and we think we have that; but that well was down. In the middle of that, well #1 decided to go down. We made a solution to get that fixed, we will have some cost savings on Well #2 that we didn't anticipate, they bid that project out at a higher cost for a bigger pump and it didn't need that, so we said, "Okay we're in good shape. We'll use those funds and put well #1 online, get well #2 done." And then, that Monday, Well #6 decided it didn't want to work anymore. Well #6 is now back up, it's a good producer, pretty close to 1,000 gallons per minute, the tanks are holding, we're managing really well on #3. Well #1 is ready to go, that pump is in-house, I checked this morning. So they'll be doing that, and then we'll approve the repairs to the casing so that we can finish up Well #2. Hopefully in 2-3 weeks, we'll have all five wells back producing. Hopefully you saw the information we put out on the wells to let the public know what was going on there. I would say, the only challenge we had at that particular moment was that we had entered into a contract with Love's to purchase water from us for their site construction. We have a meter, and they were using quite a bit of water, so we made them stop using water from the tanks, and we provided water to them from the affluent system. They did have to drive, so I provided that water at no cost. It was a \$240 investment, is what we made, what they spent, in drawing the affluent water from the tank for four days. I felt that was in the best interest of the community not to have them using that, and they're moving along pretty fast.
- Today we have an item on the agenda that we hope you will approve, for a contract to start the electrical side of Love's. I will inform you that we have completed the participation agreement with Love's. As you know, you guys approved us using LEDA and some economic development tools that we have within the community to do so, so we've negotiated out all of our concepts. Again, I'll remind the public, Love's is going to put in a new sewer line from their site all the way down to our Kopra Street site, which will open that area for development and sewer. In our agreement, we are allowing them to recoup some of their funds through future taps, if somebody wants to develop there and they pay those tap fees, that'll be going back to them. They have agreed to install a large section of the water line, a 12-inch water line, from our tanks. It's actually going to be 2 runs, 4 valves, and they'll move that all under, we estimate that investment at about \$100,000 that Love's will put in for us as they build out their

road. For the job creation that we're providing them, we're granting them a 20% rebate on all their utilities, that's for 18 months, and they have to provide 8 jobs at a minimum of 32 hours per week, for a period of 18 months within 36 months, we negotiated that. Finally, they've paid us \$200,000 to install the electric side of the house. The electric side will cost us about \$270,000, so again the city will invest about \$70,000. Part of that is the transformers, and we made the decision to go ahead and bid out the new line that needed to be installed, the new 3-face line, it's a pretty significant line. We ended up having to add gross receipts tax and bonding to that particular issue. We put together the arrangement as we agreed, Love's has already paid us in full, I think, for the \$200,000, we've at least invoiced them, so that project's going and they plan to be open by April. They are really moving dirt and moving along, so we think that's completely in order as we agreed, so I present that to you today on that particular issue. I did a small analysis on the cost, the \$70,000 we will recapture those funds at about a 2 ½ year return on our investment for those dollars. We're at about 42% return on our cost for utilities, that's just a rough estimate. They'll be good utility payers for quite a while.

- We have, and I think we have presented to our legislators at the end of October, the South Central Council of Governments hosted a nice meeting for us to present. We had good conversations, our five top items are prepared and ready to go. We've already met and talked with our lobbyist, we'll get that ready to go. We think we have a pretty good strategy to get that set out.
- I will jump ahead of Jocelyn a bit and congratulate Carlos Miyagishima, he has passed his CPO training. He works for us and he will now be taking over those responsibilities fully for our purchasing and our CPO. He and Jocelyn have worked out an arrangement by which she will continue to coach, evaluate, and share that responsibility. For those that aren't aware, New Mexico Statutes require that you have one central purchasing authority, a CPO, that person has to take full responsibility for all the purchases. Even though many departments can do it, we can write contracts or any purchases, it would be Carlos' obligation to make sure our purchasing policies are consistent with law. We are excited for Carlos and his career, he's got a bright future in front of him, so glad about that.
- Let's talk a little bit about the water leak situation. It's important for me to disclose to the public, we are struggling still. As of Monday, we had 61 open tickets for water. I'll tell you that at least 10 of those are for regular maintenance; a meter replacement, a can replacement. So at least 51 of them are what we would consider water leaks. It's a tough thing to say that they are relatively small leaks, but they're just hard to get a handle on. We're fixing between 5 and 8 weeks a week, but we're picking up 2-3 leaks a week. These are the small lines, they're the service lines that go from the mains to the house, it's old Polypipe. We had a nice discussion amongst our department heads this week looking for solutions, we might reach out to rural water. We might put together a team where our road department and our water department can partner to try to get a handle on it. But we not only have water leaks, we have sewer issues, we have challenges, we have call-ins. I'm reviewing all the Daupler calls every week, they're sending that to me. We're using iWorQ, we have everything laid out on iWorQ, we have a

- process, but it's just a challenge. The crew shows up every day and works, I'm really proud of them and hopefully we can get a handle on this pretty soon.
- The mayor and I have talked about wanting to host an employee recognition. When I came on board, we were doing it on a weekly basis here, I didn't feel that was the best use of our employees and our time in these meetings, so December 12th, we've put together a little committee, and we are going to try to host a training where we'll talk a little bit about pay structure, some safety training. The mayor and I would like to feed all of our employees. I really don't want the department heads to do it, so I'm going to work with the mayor and see what we can do to get this accomplished so that the staff can come in and we can give them a little Christmas meal, we can do a training, and then reward those that have been with us for a year, five years, and 10 years. We have that in the works, and that will lead to the Old Fashioned Christmas.
 - Many of the staff attended the infrastructure conference November 4th-7th. A lot of great information, the state of New Mexico is really doing a great job producing classes that last about an hour or an hour and a half, to teach us all the ways that we should be thinking about, innovative ways, to build out infrastructure, find grants, find programs, and I think across the board, everybody found many classes that we had a lot of questions on and learned quite a bit from. The staff continues to educate themselves to try to get better on those things.
 - For Foch Street, as you know, Becca's given you a good view on, we're ready to go. We got slowed down, we really wanted to work out the traffic plan for the businesses. We have an art gallery on the top that needed some access, we have PurLife in the center, they're probably the biggest landlocked business, and then the Money Man down on the end is kind of landlocked. So we really worked with the contractor to figure out a good walk path, drive path, that we could accommodate. We finally came to concessions, so the traffic plan is at the DOT to get approved. As soon as that's done, they'll be ready. Again, we've all targeted December 1st for our start date. The contractor was struggling to find a place to park their heavy equipment, a construction yard, so we've offered them and will allow them to use the water yard here. The fenced-in yard next to us. It's the closest city property that we had, so we'll be receiving some in-kind contribution as well to that project. We will not charge them for using that, we will use that as a way to offset some of those costs. We get about \$700 for the land that we had down on South Broadway when we leased it before, so we've said, "We'll provide that but we're looking for you to make sure you find a way for us to get value for that at the end." So, we'll write that agreement to be part of the in-kind contribution for Foch Street. Again, to remind you, that project is so tight. We have exactly \$2.6 million and we need to do everything we can to get as many dollars on the ground as we possibly can.
 - We're excited because the USDA and the federal government is back to work. We've sent all the final documents, hopefully we'll get concurrence, we'll get loan closing instructions from the USDA, and both of those projects are ready to bid. We've been working while that's been down, so hopefully we have that ready to go. We had to do a title search, we had a lot of work to do with the title company, but it worked out well, we got it done just before the government reopened. So

those documents are signed and turned in. Hopefully we'll be ready to bid those out.

- The golf course struggled a little bit. We've lost several trees this winter. We've marked some through a volunteer, we're going to try to get those out, and we would hope to be working with Tree New Mexico here to then replace trees on the golf course and do something with that. I think that's really exciting. Hopefully we'll have another place where we can go and kind of keep greening and return that where it needs to be. With that I would stand for any questions.

Mayor Hechler: I do have one concern regarding Love's. As I go by there, there's a huge yard debris pile on the property where everything they've scraped up, they've put in a pile. I'm curious what they're going to do with that, if they're going to burn it?

City Manager Whitehead: They're going to burn. They've worked with the fire department and followed the statutes that we have, and they'll be burning any of the waste they have.

Mayor Hechler: I was kind of worried they might try to bring it to our Sanitation Department.

City Manager Whitehead: No, they asked early what the burn rules were, and I connected them with Chief Tooley, and they've commit, and they understand, so they'll be burning.

Mayor Hechler: Okay thank you. Commissioners, do we have any other questions?

Commissioner Hoepfner: I have a question, your people came to me, and I saw it myself, a black helicopter with a device underneath it flying over town.

City Manager Whitehead: I saw it yesterday, driving in.

Commissioner Hoepfner: So nobody knows what it is?

Commissioner Fahl: New Mexico Tech is doing it. It's a geologic study. They'll only be here for a few days, then they're going further down.

Commissioner Hoepfner: Okay, I'm glad there's an answer.

City Manager Whitehead: I was driving into town from Las Cruces yesterday, and it was flying over the south part of Williamsburg, and I thought, "Wow what is that?"

City Commission Reports.

Commissioner Fahl reported the following:

- First of all, congrats to MainStreet about the music grant. That's awesome, but I was more excited about the ribbon cutting for the Foch Street project. We were at doctor's appointments, and I wasn't able to attend. I was really sorry because those of us that have been here for a while, that's been a long time coming, and it's really a culmination of all those years, so congratulations. That's pretty awesome.
- I wanted to thank Gary and Rolf both for the comments you made during our Veteran's Park program. I was out of town and wasn't able to attend, I didn't hear yours, but Rolf's last year was very moving, and I'm sure you guys both did a good job, and thank you for taking the time to support that.
- I wanted to thank all of our citizens in our community who stepped up for all those local elections. We had a lot of elections, and it was nice to see that many people wanting to participate and give to their community, so that was awesome, and congrats to everybody that won, including my son, I just had to plug him in. Who barely beat Destiny, by the way.
- On a professional note, the Jornada RCD, as you know, is working on signage for the Turtleback Trail. We've gotten all of our sign verbiage put together, so I'm just trying to schedule with the graphic designer to get those done, then we can get them ordered. So maybe we'll see some activity for the trails, so that's exciting.

Commissioner Hoepfner reported the following:

- The holiday season is here. It's a time for us to come together, and for me, it's an exciting time to be part of this town and to be part of certain programs, like the MainStreet curb appeal micro grants. We were part of it, and I wanted to announce that the 420 Broadway event space has a mural finished, courtesy of that project, as well. I'm very excited that we are seeing positive changes downtown. People come and say, "Oh what is with this old building?" or "What is this sign?" and now we are moving forward. So, thank you to MainStreet for all that they do. In collaboration with the Arts Council, with the Chamber of Commerce, working together helps, and now we are seeing the fruits of their labor. They've done a great job beautifying our town, and I'm really happy to be part of this Commission and to be able to see the changes moving forward for our town, to make it a nice place to be. They are already working on the arts and cultural district, and that is something amazing for every small town to be part of. Those organizations help our small businesses and encourage them to stay here, to reinvest in our community. I am so grateful that these things are being made possible by MainStreet. These programs are so vital in connecting all parts of our community, and they make it so that visitors want to come back again. It is so clear during our downtown events, like on Art Hop, that it makes a difference, and it helps bring in money in all different ways, especially tourists booking hotels because they want to be part of the environment we have cultivated here. I would like to emphasize to everybody how important it is to support the small businesses and join us in celebrating coming together in our community.

Commissioner Mitchell reported the following:

- I also wanted to give a shout-out to MainStreet for the Levitt music series, I think that's going to be super awesome. It's great for the community to have something they can go out in public and do, and it's family-friendly. I hope that it's a huge success, I know it will be.
- To reiterate, Small Business Saturday is the day after Thanksgiving. Local businesses depend on this, so please shop local, it really helps.
- I did attend the Tree or C planting on Saturday last week, we're 800 shy of your goal, Rolf, of 1,000 trees, but we're working on it. This time I didn't get to go out and plant. Instead, me and the kids did all the cooking for it. But it was a great turnout, lots of volunteers, it's just really great to see. I remember when I was in the 7th grade and we planted the little tiny trees that are not the giant 15-foot wind blockers by the middle school. We planted those when I was a kid, and seeing those just reminds me that we can change our climate here, we can make a difference.
- Another thing that blew my mind, I am the city commission's designated liaison to the recycling committee, and I was at their meeting the other day, and I was told that we have a recycling center. I've heard about it, I just have never seen it. June, Pat, and I met out there, and I saw this whole yard full of all these dumpsters that are separated by aluminum cans, mixed paper, etc. I'm like, "I know everything." Right, but I didn't know about this. I wanted to just shout it out there, if you guys don't know about the recycling center, it's there and they take all kinds of stuff. There's more information and their hours of operation on the website, but we can be individually be recycling here in Truth or Consequences, it doesn't necessarily have to go out of town, we can do it right here. I'm encouraging people to get on the band wagon and continue to recycle. We did the catering the other night, and I've been helping Raven Willow with the feeding neighbors, I recycled all the tin cans, all the paper boxes, I'm a recycling machine now. It blew my mind that I didn't even know this existed, and I should know this. So if you haven't seen it, I encourage you to go check it out, and I encourage you guys to recycle.
- Lastly, I wanted to introduce our newest commissioner who is in the audience today, Mr. Chaz Glines, congratulations. For those of you who have never seen him before or haven't gotten a beer served from him at the brewery, this is Chaz. He will be joining us, a reminder to be here on December 17th which is the date of his oath of office swear-in. That is all I have.

Mayor Hechler: Thank you Commissioners, and congratulations on your re-election. Congratulations to Mr. Glines on your selection. I look forward to working with you.

Mayor Hechler reported the following:

- I was able to present a speech at the memorial wall on Veteran's Day. We had Rebecca Dow and Gale Armstrong also present. Gary gave a speech at the same meeting. I think we had 250-300 people there at least, it was very well attended. Shout out to OJ and the Parks Department, they got it all ready, moved

the bleachers out there and everything else. We received a lot of good compliments for the city and the setup, so great job all the way around. That is really beginning to be a nice event every year, so I'm glad we were able to attend.

- I also attended another Veteran's Day celebration at the hospital on the 11th. This was really special. As they moved all the disabled veterans from the veteran's center there, it was elbow to elbow, there wasn't any room. The thing that touched my heart while I was there is that we sang the national anthem, we had a guest singer, and the whole room erupted in song. It was really a beautiful moment and I was very proud and it's amazing to me how many people know the words to the national anthem. It was really special.
- On October 30th, Gary and I attended the legislative priorities meeting with other entities in the county. We were able to present our senator and representatives with our legislative requests. These items were taken straight off of our ICIP. They included: Water Treatment Plant upgrades, Lee Belle Johnson center facility improvements, Marie Street improvements, substation power transformer replacement, and community multipurpose center. The Water Treatment Plant and the substation power transformer replacement are items we will go to the governor's office for, capital money, and the other three items we will try to get from our local representation. I think we have a good package that was put together, we should have a good opportunity to get some of that funding for our community, so I'm looking forward to that.
- On November 12th, I attended the MainStreet accreditation meeting with Becca and Linda. Commissioner Mitchell was there. MainStreet, as usual, knocked it out of the park. We have a very strong organization, MainStreet they do so much for our community, and we're so thankful for all they do, including the last milestone that you just hit with the Levitt grant. Congratulations on that and congratulations on doing such a good job for our community.
- In closing, just in general, I want to talk a little bit about manager Whitehead's approach to upgrading some of our city ordinances, I really appreciate those efforts. For instance, I have been able to participate in the animal ordinance re-write. In my estimation, there has been over 100 staff hours involved in rewriting that particular ordinance. We've had a guest attorney fly in from Best Friends to assist us with the rewrite of that ordinance. This is a very comprehensive approach. We've had open meetings concerning the rewrite of this ordinance, so when we're done with it, you'll have it today, but that's the approach we should take for some of these very meaningful ordinances that deserve rewrites. I really appreciate those efforts, thank you for taking that on in that way.
- In the same manner, manager Whitehead and Traci have been attending the Planning & Zoning Commission meetings. If you read the minutes that are in our packets, very lengthy discussions about rewriting some of our ordinances as it pertains to Planning & Zoning, and how that process is going along. I really appreciate those efforts and I think we are going to be better for it down the road.
- I also want to thank Tyler Knull for his dedication in leading the rewrite efforts for the animal control ordinance. He has quickly become a subject matter expert at

the local level in dealing with this ordinance. I really appreciate his efforts and his hard work, thank you so much for that. With that, that concludes my report.

City Attorney Reports:

City Attorney Rubin reported the following:

- I also would like to congratulate Destiny Mitchell and Chaz Glines. I also appreciated Gary's report, it actually covered a few things I was going to talk about, the Love's contract, and also the title search issues we encountered to start the USDA project. From what I hear, the participation agreement has been resolved. I know we had some back and forth discussions, just like any other contract negotiation scenarios, so I'm glad that's been addressed. Regarding the title search, as Gary mentioned, what was going on there was that I was requested to sign a preliminary title opinion, that certified the city was the owner of 11 different properties that were involved in the project. The prudent thing to do would be to give the title company a call, and they did a good job in being very thorough, so we ordered 11 different title searches. It was incumbent upon myself to go back through those searches to see the city's acquisition of ownership for the various properties. It was very interesting because what I kept seeing was that in a lot of cases, we were acquiring these properties back over 50 years ago. It's really interesting just to go through the chain of titles to see really how we've evolved. I'm glad that we seemed to reach a conclusion. I did execute the title opinion last week, so we are moving forward. That's all I have.

G. CONSENT CALENDAR:

1. City Commission Regular Minutes, October 8, 2025
2. City Commission Regular Minutes, October 22, 2025
3. Acknowledge Regular Public Arts Advisory Board Minutes, July 15, 2025
4. Acknowledge Regular Library Advisory Board Minutes, October 27, 2025
5. October 2025 Accounts Payable
6. Purchase report of items between \$20,000 and \$60,000

Commissioner Fahl moved to approve the Consent Calendar as submitted. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 22 25/26 Budget Adjustment Request.

Mayor Pro-Tem Forrister joined the meeting via phone at this time.

Jocelyn Holguin, Chief Financial Officer: We're doing a little bit of a different process with the BARs. It's a two step approval. On the first one, in the middle, it says, "Fully executed agreements" because we were putting some agreements that came in that didn't have all the signatures, and that delayed us moving the BARs to the state when the other agreements were ready to go. So we are putting this first group that are fully executed, and then the second one is pending signature. We might modify that in the future, but for today, all the ones listed, 1-6, are fully executed. The funding for item 1 is the funding for the library aid that they get annually. That's to increase the budget by \$1,500. Item 2 is the NMDOT for the airfield maintenance funding that was received. That one is \$20,000 and \$22,000 to increase those GL lines. Also on number 3 we have the New Mexico Board of Veterinary Medicine grant that Tara received, that is an additional \$40,000 to create in the budget. Then we have the public safety grant that was for the PD, that was overlooked during budgeting so we're putting it in the BAR to put the budget in for the PD. The Clerk's office was very conservative during the initial interim final budget, but there was some shortfalls when it comes to the rentals and other items, so we decided to, since we're halfway through the year, we checked the numbers and we see where she needs additional funds, so we're doing a BAR to increase the budget. The Veteran's wall was another oversight, we didn't budget for that one, I don't know how we missed it.

City Clerk Torres: We hardly get those. We maybe get a couple every 2-3 years.

Commissioner Fahl: Is that for the Columbarium?

City Clerk Torres: Yeah, we had somebody that purchased one, and they're actually going to do the burial this year, too, so that's why we added that one in there.

Jocelyn Holguin, Chief Financial Officer: It's just to start the budget, we might adjust it in the future, we're not sure. Unless something else comes in.

Commissioner Fahl: Yeah, that might be more like if something comes up.

Jocelyn Holguin, Chief Financial Officer: Yeah, so I stand for any questions on this first section.

Commissioner Fahl: I have questions for the Clerk. Could you explain, I mean it's not much money for your overtime, so who, I assume it's Katy that does the overtime? And then when she goes to the meetings, I see she's taking notes. So, I'm going to be a little rough on that, why do we need to pay overtime if we can send you instead? But you do get to have time off, I understand that, I just think that was one of the reasons why we

tried to have some of those, so that we wouldn't have to incur overtime expenses for other staff.

City Clerk Torres: That's a good question. My staff has always overseen the advisory boards, that's part of their duties in their job descriptions.

Commissioner Fahl: And I didn't mean, again, \$200 that's not much.

City Clerk Torres: Some of the meetings start at 4pm, some start at 3:30pm, and then right now Planning & Zoning are trying to do revisions to the ordinances, so it's not a lot, but she does sometimes have to stay over due to that.

Commissioner Fahl: I would agree with that. And then, the Sharp, is that a copy machine?

City Clerk Torres: Yeah, that's our copy machine. We have to make a lot of copies for packets and stuff.

Commissioner Fahl: Most of them are so much, and then there's so many copies included, and additional.

City Clerk Torres: Yes, you have to pay for each copy. For color, they charge a lot for that, and then our agenda packets sometimes are thousands of pages. We make a lot of copies, so I think that's why we went over. The other one is for iWorQ. I had the money in there, but I had to move money around to cover other expenses, so this is just so I can pay my bills.

Commissioner Fahl: Sure, I agree. She answered my question, I just wanted her to defend her position, so there you go.

City Manager Whitehead: I'd just like to comment, good questions, valid questions. We'll continue to learn the nuances. Both Jocelyn and I have met and discussed, both of us coming in knew with this first budget that there are items that we potentially missed. Again, the number of copies from a copy machine, so we looked at the full contract, how much is the base amount, that's kind of the way we budgeted, and moved on. We have a similar situation, so everyone is receiving a nice newsletter in their utility bill now.

Commissioner Fahl: That's more copies.

City Manager Whitehead: That's a lot of copies, and we didn't think about how many copies we would make, it's about 2,800 copies a month. So, we're recognizing some nuances throughout some of our contracts that we potentially missed by just not being aware. We note these items, and hopefully in our new budget, we will be a little sharper where we don't miss a couple of these items.

Commissioner Fahl: Good response.

City Manager Whitehead: Thank you. We're trying to be on it, and we get it, we're going to learn some things that we just can't foresee.

Commissioner Fahl: That's what budgets are about.

City Manager Whitehead: They come in and say, "This budget line item is –" and I go, "Wow, I didn't see that coming." But we're on it and Jocelyn does a good job noting it and thinking about how the budget will look better for us next year.

Commissioner Fahl: Well and just to support you, Gary, I think that the public – you know, the budget is a guess for what's going to come forward. Having these details and doing these adjustments, and having a good explanation that you put in the packet now, I think is really good for the public to see that also. You're doing the best you can with the facts that you had at the time you put the budget together. So good job.

City Manager Whitehead: I will just comment on the process that Jocelyn put together, it's a little bit of my passion to streamline what we do. If you think about it, just to give you and the public an idea of how it works, a contract comes through, you get to look at it, debate it, and decide whether or not you want us to spend those monies or you want us to do that program, and once you do so and you put us on the path, we're asking just for the ability to do all the back-end work that needs to be done, and that's where for the BAR, we weren't doing that, so once we got the final contract, then we'd have to come back to you and ask permission for the BAR to go forward. What we're doing here is saying that these contracts, you're approving them, and you're granting us permission that once the contracts are all executed by the state, we can then put them in the BAR and forward it on to DFA for their final concurrence. All that is transparent, it's open, it's not anything that we don't need to be done, but you would have ultimate oversight on whether that program was accepted or not, if you didn't want to do the contract, you'd say no, and we wouldn't need to then do a BAR. I'm really supportive of this concept to keep us a little more nimble. Thank you.

Mayor Hechler: Before we make a motion, I'd like to make a comment. I wanted to change a little bit, our motions, in a form that we seem to always say, "I'd like to make a motion to approve as presented." Which is fine as a catch-all, but it doesn't really get specific enough sometimes for our motions. If you look at the recommendation on the agenda item, like H-1, the recommendation is "to approve Resolution No. 22 25/26 Budget Adjustment Request for fiscal year 2025/2026" that's more specific to what we're looking for as far as a motion goes, and if we need to modify that we can, but I've asked the staff in the recommendations to write that more in a form that will help us make our motions, so that we don't have to take a broad brush approach to say, "I'd like to make a motion to approve as presented." I think that's a little too broad for me sometimes, and it might make things a little bit simpler.

City Attorney Rubin: I agree, more specificity, yes. As a matter of fact, Gary, I think we talked about this yesterday, we said we also want to make that conditional on some of the other items on the agenda.

City Manager Whitehead: Well the conversation really was that in the future, the BAR really should follow the contract. In this particular case – and we're just putting together the agenda packet and it's coming as it comes, we put the BAR up front – so realistically, we need to do the item, the contract, you need to have your time to debate it, and if you approve it, then the BAR would follow that action. In this case, it's a bit presumptuous that you're going to accept those contracts. That was the context of our conversation.

City Clerk Torres: In our future agendas, we will have ordinances and resolutions after new business, to cover that.

Mayor Hechler: And I realize it's a little difficult sometimes to listen and pay attention, and then try to formulate a motion in your head at the same time, so that's why we took the extra step to maybe assist a little bit. And this is just a guide, it's not the motion, but it will help.

Commissioner Fahl: So, you're just really saying that you want us to read everything that you already read so that – we're trying to just shorten it so we don't have to keep repeating all of that so we don't have to make such long motions.

Commissioner Mitchell moved to approve Resolution No. 22 25/26 Budget Adjustment Request for fiscal year 2025/2026. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 23 25/26 Budget Adjustment Request.

Jocelyn Holguin, Chief Financial Officer: So, this is part two of the discussion. These are agenda items that are to be presented in new business, and they are not fully executed, pending signatures. With these two items, we will ask for your approval if you, I believe, would have agreed to the new business, and then once the fully-executed documents come in from Traci, then we'll move forward to sending them to the state for the BAR. But it won't hold up the ones that are already done.

Mayor Hechler: I was going to ask you that, because here we are approving it, before we're talking about it.

Jocelyn Holguin, Chief Financial Officer: That's the caveat that we just discussed in length.

The governing body revisited this item after the contracts were approved.

City Manager Whitehead: This would give us the authority to submit the BAR once the final documents from the funding agencies have been presented.

Commissioner Mitchell moved to approve Resolution No. 23 25/26 Budget Adjustment Request for fiscal year 2025/2026. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution 24 25/26 Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to NMFA for an Effluent Reuse Water System PER (Preliminary Engineering Report).

Assistant City Manager Alvarez: This is the NMFA planning grant that we've applied for before and received funding on various preliminary engineering reports or PERs, the PERs are required to go out for funding through USDA, Water Trust Board, Collonius, CDBG. So we are asking for approval of Resolution 24 25/26 in order to apply for \$100,000 planning grant. It would be 100% grant, no cash match. That would be for the engineering report to take a look at our effluent water system. The report would justify or confirm any feasibility and affordability for recommended improvements and expansions, potentially look at the possibility of expanding our effluent water over to maybe the cemetery, so we're not using potable water to water it, and then potentially some other areas that can be explored during the study process. With that, I stand for any questions or will defer to the city manager if he has anything to add.

City Manager Whitehead: Nope.

Mayor Hechler: I just have a general question, I don't mean to catch you off-guard here, but of all the effluent water we produce, what percentage goes back into the river? There's a lot of water to be able to be used, right? Do you have a general idea?

City Manager Whitehead: I'll attempt to answer, probably 80%.

Mayor Hechler: So we're only using 20% of our re-used water. So this PER would be relevant to what we're trying to achieve and be able to use that water somewhere else.

City Manager Whitehead: It's really nice, if you look at that nice report that we put out in everyone's utility bills, we're tracking that. In July, I think the numbers at the golf course were about 7.5 billion gallons of water, but that's the highest water use time that we put out. Generally, we're about 2 million and then a little bit at the parks. There's a lot of water there. A lot of availability for re-used water.

Assistant City Manager Alvarez: Currently our effluent only filters over to the golf course. OJ uses it out at Family Park and the ball field. Then, of course, we have the truck use for effluent water for construction trucks.

Mayor Hechler: Okay thank you.

Commissioner Fahl moved to approve Resolution 24 25/26 Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to NMFA for an Effluent Reuse Water System PER (Preliminary Engineering Report) and to authorize the City Manager and Mayor to Execute applicable documents pertaining to the application. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 25 25/26 authorizing and approving the submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority.

City Manager Whitehead: I'm pleased to present this to you today. What we're asking for is a resolution which would allow us to make an application to the New Mexico Finance Authority revolving equipment loan fund. One of the visions that I had when I came on board was finding ways to improve the pride in our community, and we are struggling with the street sweeper. We have one street sweeper, the crew has done a great job keeping it going. The second one that we have, the box that holds the waste that comes off the street is ruined, over time, water has caused damage. It's about a \$70,000 repair, so we would be putting \$70,000 into an old process. What I'm asking for here would be, we can make an application to the New Mexico Finance Authority, we would qualify for \$150,000 in what they call "small community funds" which might be at a 0% interest rate, the balance would be at a nominal rate, somewhere around 3%. We have enough cash, we potentially could put enough cash together to write a check. We've looked at two sweepers so far, I've gone and travelled, Buster's looked at one, we're somewhere between \$230,300 for the sweeper. We really like the vacuum sweeper because it gives us an opportunity to pick up the water that accumulates in the summer. It would give us a secondary program. With the mechanical sweeper they have fixed, we think if we have both of those working, we would have a little bit of a better product. We'd like to make this application. Again, there's a chance that we could pay for it. I don't want to deplete cash, we need to pave some streets, we have a match coming up for Cantrell, we will need some cash, we've got to figure that solution out. So by doing this, our payment would be about \$40,000 a year. If you think about it, for six years, we would finance, we'd have about a \$40,000 a month payment if we went through that. I've also done some research, there's a possibility we could borrow the money from our enterprise funds, our electric department does have sufficient funds, we're actually allowed to use those funds to borrow, so potentially, at 0%, we could make a loan, make the same payments back to the fund, so we might look at that as a caveat. I'd like to see what the terms are, but again, that's our vision, we'd really like to get a street sweeper, get something modern. The sweepers we're looking at are really nice because they are called non-CDL, so you don't have to have that to drive them. They're a little bit smaller, but they're really efficient, and I think it's a good opportunity for us to get our streets cleaned up. Once we apply, this has to get on the board of finance meeting in December, and if it was approved, it would come back in January, so we would come back to you in January, we would present our best options for

purchasing and the loan, and then we would make the decision to purchase it. It would take somewhere between 60 and 90 days to have the piece of equipment on-site. With that, I will stand for questions.

Commissioner Fahl: I'm excited that we're going to try and move forward and get another street sweeper, I think it's really important for us to have an active program, and I've said this many times before, but when we have one working, I think it would behoove us to have some sort of schedule for when we're sweeping, especially downtown, so that we can encourage people not to park there that night, so we can do a better job. Even in residential areas, if people get into the habit of, "Okay on the second Thursday this month, they're doing my street." Then it will encourage people to park somewhere else so that we can do a better job of keeping it clean. I'm excited anyway that we can get one, and it will beautify our town, but it will be more effective if people know when they're doing their street, especially the downtown areas, that'd be great. But listen to what I'm saying so that when it happens, you don't forget, because I won't be here to boss you around anymore.

Mayor Hechler: I have a couple comments. One thing, that just came to me when you were talking, we could develop some portable signs to let people know of street closures for the next day, we could put those portable signs out in certain places so that they know there would be no parking between such and such a time at this location so the street sweeper will have unabated ability to go ahead and get that street clean. That would be one thing we could do. Another thing I'm thinking of is that I've purchased a street sweeper before, it's been a few years, but the thing that quickly wears out are the bristles, so I don't know if we'd want to purchase an extra set ahead of time so that we are set up for when they wear out, because we are going to use the dogs out of the street sweeper when we first get it. I'm sure we're going to go through those bristles pretty quick, so we might want to have a second set on-hand pretty soon. The conservative part of me says, "I never want to pay interest on anything." If we have the ability to, and I don't want to get into a habit of this without paying it back, borrowing from the electric department at no interest, but making sure we pay it back, I don't want to fall into that old trap where we rely on the electric department to fund the rest of the city, but if we have a mechanism to be able to do that and pay it back without paying interest, I think that money that we're saving is better used within the city. That would be my recommendation, but the rest of the commission will have to weigh in on it of course.

City Manager Whitehead: We present all the options. It still deserves a bit of research, I've just done some basic recon on the statutes of the laws of enterprise funds, so it's available but I would do the research. So, we'll present all three options.

Commissioner Mitchell made a motion to approve Resolution No. 25 25/26 authorizing and approving the submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority and explore all funding options available. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Publication of Ordinance No. 771 amending Chapter 3 of the Municipal Code of Ordinances pertaining to animals.

Tyler Knull, Code Enforcement Officer: I'm excited to get this back out here. This has been updated since the last time we presented it. I don't want to over-complicate things, you guys should have the copies of both proposals. One of them should have a completely new program, community cats. That was discussed when Best Friends was here, it'll kind of be up to you guys to decide which version of this revision you would like to publish: The version with the community cat program included, or the one without. I have no say either way, I'm willing to go in either direction you would like, if you want to adjust any changes as needed for each proposal. I will stand for questions and let you guys discuss.

Mayor Hechler asked about the community cat program.

Tyler Knull, Code Enforcement Officer: The community cat program is more of a trap, neuter, return program. It will not be city-sanctioned, but it allows members of the public and the community to work with their own trap, neuter, return programs to introduce community cats in their neighborhood, become community cat caretakers, things like that. This proposed revision with the community cat program included has a section that allows for community cat nuisance to be addressed, should community cat caregivers cause nuisances to the public. If it causes a nuisance, it can still be handled, just to cover that. I know people will ask, "What if these community cats become a nuisance?" the revision with the community cat proposal does have a section that allows us to handle those issues as they come up.

Mayor Hechler: Do you have to have a community cat caregiver in order to release the cats?

Tyler Knull, Code Enforcement Officer: Once you release a cat within a trap, neuter, return program, you now become a community cat caretaker.

Mayor Hechler: Who releases the cat? Does the city release the cat?

Tyler Knull, Code Enforcement Officer: No. This will not be city-sanctioned. This just allows people to utilize their private traps to trap a cat within the community, take it to a non-profit; I know there are a few that do it within the community that ear-tip, vaccinate, and sterilize cats, then that person can take that cat back to their community, and they've now become a community cat caretaker.

Mayor Hechler: Will there be a program to allow people to borrow traps?

Tyler Knull, Code Enforcement Officer: That would be between the animal shelter and the community. I'm sure Tara will probably come up with some idea. I know that the non-profits within the community already do these sort of things already do have traps

available, and they do that in their own way. The only reason I'm saying this is not city-sanctioned is because we don't have the resources to allocate toward working with this, but this just allows members of the community, if they would like, to participate and do this without repercussions.

Mayor Hechler: And as these cats are brought in by the community caretaker, is there a fee associated with that?

Tyler Knull, Code Enforcement Officer: That's done between them and these non-profit organizations, or other organizations that they utilize.

City Clerk Torres: Majie Powey indicated that their program does that. They also do rabies vaccinations for stray cats too. I think their organization might want to participate.

Mayor Hechler: We'll have all those questions answered if we decide to adopt that program, right?

Tyler Knull, Code Enforcement Officer: Theoretically, I would like to be able to have some organizations that do offer the trap, neuter, return, or community cat programs, however you want to word it, present for a meeting. Hopefully they're paying attention to this, and I can reach out myself to see if they might be willing to come speak on what their organization does for these programs. I'm just emphasizing that this will not come from city money or anything like that, this is completely up to the community to partake in as they please.

Mayor Hechler: Okay, thank you so much.

City Manager Whitehead: I would just comment to support Tyler on this. The concept would be that if you trap a cat and bring it in, you're going to have to pay to take care of those items for that cat, you would say, "I want the cat back in my neighborhood, but I'm going to participate." So you wouldn't be in trouble for doing so. However, we wouldn't do that. If someone brings in a cat and says, "I caught this cat and I don't want it in the neighborhood." Then we're going to keep it in our system. Secondly, if we find ways to fund that or help with that, i.e. grants etc., then the citizen would be entitled to any benefit that we would have, for any citizen, an animal, a dog, a cat, any of those entities, they would be available to them. But ultimately, the cost to do this program would be on the citizens, not on the city. We're not advocating it, so we're going to continue handling cats the way we currently do. This would give that option, as Tyler expressed.

Commissioner Mitchell: Does this also count for dogs too? Stray dogs or anything?

Tyler Knull, Code Enforcement Officer: No. This is just specifically cats. We will continue to handle stray dogs as we currently do, picking them up, taking them to the animal shelter, and they get adopted out as sterilized and vaccinated animals.

City Clerk Torres: I know I put in the agenda request form for you guys to choose one of the ordinances for publication, but we feel that it would be better to just publish both of them. Then, when we go through the public hearing and final adoption, hopefully on December 17th, at that time, you could choose one. Just so that we can have both options available longer for the public.

Mayor Hechler: Manager Whitehead, do you want to expand on the process a little bit further for our understanding?

City Manager Whitehead: As Angela and Tyler have pointed out, what we'd like to do is publish both documents, give you the opportunity to review them in depth, you can go see the ordinances, get yourself up to speed on both programs, we will host one more public event in the evening so the public can come and comment on the cleaned-up current proposal on both of them, and then we would bring that to you for final adoption. You would then decide as a commission which avenue you'd like to go down. So we will be hosting one more public event in the evening for comment on this as quickly as we can.

City Attorney Rubin: I might throw out a recommendation also. As you pointed out, Mr. Mayor, this did involve quite a bit of back and forth, there were a couple meetings involved, we got some outside opinions which were very helpful. I've also gone through this with Officer Knull, I gave some suggestions, and we incorporated some of them into what we have here, but we know, and I will recognize that this is a very voluminous document we are looking at here. Ordinarily, when we go through an ordinance, I will sit here and I'll go through the changes one by one. I don't think we'll need to do that this time because this is a total rewrite. Officer Knull, What you gave me yesterday was actually very helpful. You gave me a red-line version.

Tyler Knull, Code Enforcement Officer: Yes.

City Attorney Rubin: That actually is something that maybe should be made available to look at between now and our next public hearing. The red-line version basically just shows you the changes that were made and how things were moved around, which helped me out a lot, saved me a lot of time. I'm not quite done yet, but I think I've gone through the gist of what you gave me. So that's something that I would suggest, maybe have that available.

Tyler Knull, Code Enforcement Officer: Yes, and I do plan to provide you guys with the red-line version. I'll provide that to Ms. Torres, she can disseminate that out to you guys. The only reason you currently don't have a red-line version is because we figured it would be easier to digest if it didn't have all the different colored lines all over it. But the red-line version will be available, and I'm available, of course, for any questions that come up.

Mayor Pro-Tem Forrister: Do we have to go out with both of those publications?

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City Clerk Torres: We don't, but we were wanting to just to give the public a little bit more time to view both of them, since we're going to have one more workshop. Ultimately, it is up to you guys if you want to publish both of them, but that was our vision behind that.

Mayor Hechler: I get where you're coming from, Mayor Pro-Tem. Publishing both ordinances is a lot of reading, especially if you don't know what the comparisons are. If we make the decision of going with one or the other, then we know what we're going to concentrate on. Do we want to include the community cat program or don't we? Essentially, the rest of the ordinance is the same, right?

Tyler Knull, Code Enforcement Officer: Essentially. The only major differences are a few definitions that define what a community cat is, community cat caregiver, and ear tip. Then there's another subsection under our public nuisance that defines what a community cat nuisance is. Those are really the only major changes that you'll see between the two documents.

Mayor Hechler: If we wanted to simplify it for the public and just include the community cat version and we can get comments back from the public regarding that program, whether they like it or they don't, versus getting comments, where we won't know which one they're commenting on, or they have to compare both versions. I think that's a lot to digest for folks sometimes and I don't know how much time folks would have to spend with it. I guess my recommendation would be to make a decision on the community cat program one way or the other and then publish that particular ordinance. I think it might make it simpler for the public.

City Clerk Torres: But we do have to go with that ordinance if that's the specific one that you guys are going to publish, just keep that in mind.

Mayor Pro-Tem Forrister: My personal opinion would be to go with ours that we have all worked on, if we're going to take one out.

City Clerk Torres: Without the community cat program?

Commissioner Fahl: So, you want the one with the community cat or the one without? We don't get what you're saying.

Mayor Pro-Tem Forrister: The one without.

Mayor Pro-Tem Forrister: Or what are your thoughts?

Mayor Hechler: I remember visiting this a few years ago, the community cat program, and at that time, the public's sentiment was not for it. People didn't understand the concept of returning a feral cat back to a neighborhood. There are a lot of things you have to consider, for instance, the bird population. Things like that because that's what these cats feed on, other than if they're getting fed by the public. But do you want cats

running around the neighborhood that are going to have litters and things of that nature? So if you're going to have cats in the neighborhood, perhaps there should be a mechanism to control the population of those cats. That's what the community cat program is about, you're never going to eradicate all the feral cats in neighborhoods, but you could take steps toward controlling the population of the cats. For that reason, I'd like to entertain the idea of the community cat program, especially since it falls back to the public, and it's not really the city's deal. I kind of have a different view on that, Mayor Pro-Tem.

Mayor Pro-Tem: Okay, that's fine. I just didn't want it to be the two separate ordinances. What are Tyler's thoughts on that?

Tyler Knull, Code Enforcement Officer: I'll stay neutral with the whole thing, whatever you guys decide to publish on this, we will continue to enforce as it's published and as we adopt. I will specify, just for the public, for emphasis on the community cat program, just so that there is some more clarity to it. It's not considered a community cat unless it has an ear tip, which is very easy to see, it's sterilized, which means it can't have a litter, and it is vaccinated for rabies and other contagious diseases. If it doesn't have those three qualifiers, it is not a community cat and it's just a stray cat. When you see a community cat, you'd know it's fixed, vaccinated, and it's a healthy cat. That way you're not just having these nuisance cats running around.

City Clerk Torres: When I spoke to Majie, she just wanted to make sure that we don't keep them from being able to do spays, neuters, and rabies vaccinations. I think that was her only concern. Even if we don't do this, as long as we still allow them to do that portion, she's fine with it.

Tyler Knull, Code Enforcement Officer: Even if we don't look at the community cat revision, her program would still be able to operate business as usual.

City Manager Whitehead: Let me just try to give you the reason for the proposal. First of all, it's an ordinance, so it requires 15 days of publication. We've published now for 75 days, but we think we have 2 clear versions of the ordinance. You could take both of these, we could still have the public meeting, get feedback, we could come back to you at the December 17th meeting. You could then adopt one or the other, then we could publish from that day for another 30 days. We're not in critical, dire need that this be adopted today, so you could have more time if you really want the public to see both, have those hearings, or today, you could say, "Let's leave the community cat program in and publish it." then we would meet that 15 day obligation for the publication. There are really two options to give you the ability to get the best information. If you're comfortable with one, there's no harm, we'll publish it that way.

Commissioner Fahl: I'm comfortable with doing the ordinance with the community cat program. I think that covers all of our bases, and it provides the opportunity to begin that program and see how that works. Rather than, like you're saying, "Oh I wish we had added it back then."

Mayor Hechler: Alright. Well I'll entertain a motion then.

Commissioner Fahl made a motion to approve Publication of Version B (community cat version) of Ordinance No. 771 amending Chapter 3 of the Municipal Code of Ordinances pertaining to animals. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. NEW BUSINESS:

1. Discussion/Action: Conditional Use Permit at 303 Jones Street for the Placement of Shipping Containers.

Assistant City Manager Alvarez: The applicant is requesting a Conditional Use Permit to place three shipping containers at the location of 303 Jones Street. Property address is located in the commercial district. Per our code, shipping containers are allowed in the commercial district, however, because they are in the downtown Main Street district, it does require a Conditional Use Permit to proceed. The public hearing was held at the Planning & Zoning Commission on October 14th. There were no opponents or proponents. The board recommended approval 3-1. In your agenda packet, you have the P&Z agenda packet, as well as the applicable section of the minutes that I highlighted. The applicant is also here in attendance as well. With that, I stand for any questions.

Commissioner Fahl: I appreciate what they're trying to do there, that's pretty awesome. My own personal opinion is I do not want a single shipping container downtown. It's nothing personal, or about any of the business people. I know what they're trying to do, I support growth, but I think that's just a bad look for our downtown.

Commissioner Mitchell: I think it's a better look than the CHF thrift store that just has trash out front, broken dirty couches. At least he would be able to put those inside, and paint the containers up like murals or something like that.

Commissioner Fahl: I hear all of that, and I read that, there was good discussion at the Planning & Zoning meeting. That's just my personal opinion. When Anthony Chavez and Laurie came before us and they wanted to do one, they're my lifelong friends, but like I said, it's not personal, it's just what I believe. The downtown and what's very visible to the community, I'm not in favor of any type of storage container no matter what it looks like. Unless it's completely covered behind a fence, and a pretty fence, not just some piece of metal put up there...

Commissioner Mitchell: Have you been to the Jones Street Thrift Store yet? It is one of the most upscale...

Commissioner Fahl: And that's not what I'm talking about. Like I said, I love what they're doing there. Just for downtown, I'm not going to support any. And I only get to say that, maybe this is my last time, but that's my opinion.

Commissioner Hoeppner: MainStreet is doing their best with beautification, yes there could be containers, they could paint it with a beautiful mural, but at the end of the day, it is still a shipping container. It doesn't change that fact. Maybe they should fence it in with a carport within the fence, to protect your materials or just to put it out of the public view. I would like to see if we could put some kind of privacy barrier around it. I just don't want to set the precedent that when we allow one, we would have to allow more. It's nothing against your organization, we are all grateful and in agreement that what you're doing is amazing. It is absolutely wonderful. Just for me, there are other stores downtown that have bigger parking lots in the back, and they're renting a storage unit, and I want to avoid them seeing it and saying, "Oh, we can have shipping containers. It's easier for me to just go out my back door and have access to my supplies." I'm a fan of modern housing, containers, and container homes, but just downtown in the historic district, we are trying to make positive changes and how pristine you keep your business has an effect on the rest of the area. It is very honorable how you keep your business, but we have an understanding that shipping containers should not be in the downtown art district.

Mayor Pro-Tem Forrister: I kind of agree with Merry Jo on this. We had another business come in wanting to put shipping containers in, and we shot that down. I'd like to just keep listening to the discussion for now.

Commissioner Mitchell: I'm in favor of it, and I'm also in favor of it despite living literally next door to it. It will be outside my bedroom window, but I think that the location is good, it's not on Main Street or Broadway, it's off the strip. There are so many things that have been done in the past that can be useful, like shipping container parks and stuff like that, that are big things, in Tucson and other places. I just think that even if they put them there and covered them in stucco, you wouldn't even know it was a shipping container, it would just look like a building.

Commissioner Fahl: What if they didn't propose that?

Commissioner Mitchell: Can we maybe say we will approve this as long as you put it behind a fence or paint it bright red or whatever? I just think to build a new building or to get storage, or even a carport, the wind and the dust and everything, if you're trying to sell items, and they're exposed to the elements, I just think that this is a feasible, economic way for them to be able to increase their business and not cause a blight downtown as long as we can write the motion that way, "We approve this as long as you do X, Y, Z so it won't be a blight." And I don't think it has to set a precedent for every business going forward that wants to put a shipping container in. We can make this as, you know, Desert Haven supports the animals in our community, they do all these wonderful things like you guys said, why can't we give them a break for this one thing? And here's the thing, get feedback on it. Do we want to go to the public for feedback on it already? There was a hearing at P&Z.

Commissioner Fahl: If it didn't ever look like a shipping container. But we're going to tell them, "You can put it in but I want you to put in another \$5,000." That's not the intent.

Mayor Hechler: I will ask the applicant to come up in a moment, but first a couple of thoughts. The last shipping container request that we denied was on Date Street, across from the Catholic Church, and those applicants wanted to bring in 20 shipping containers or so and use them for storage areas, which we didn't think was conducive to that area, and that was the reason we denied that. The difference here is that, I can understand it being a thrift store, people bring in their stuff and put it in the yard that's on-site, and having the ability to put these things away and out of sight, I think is important. There is strong consideration, though, of what we want in the historic district. We are going through a Foch Street renovation project right now. We want to upgrade the Lee Belle Johnson Center, we want to do a makeover of our downtown community. I'm kind of on the fence on this if this is the direction we want to go and if we are opening the door to other possibilities. Although, this is a Conditional Use Permit, it's reviewed every year.

Mayor Pro-Tem Forrister: P&Z did approve it on a 3-1 vote, so obviously there were some discrepancies there too. But I do like that we can look at it again.

Mayor Hechler: And that's another thing I think our Planning & Zoning board can look at down the road when they're re-zoning things and talking about things like shipping containers. That's why I like the Conditional Use, if we decide to approve or not approve, when our Planning & Zoning board takes this on as a new ordinance, we'll have to address this. I would like some finality to it so that we get some guidance from them, I think they did a great job in their meeting regarding this. But it does bring some difficult questions to answer on how we're going to deal with this. If it wasn't in a historic district, it would be a no-brainer for me, because I think it's an enhancement and an improvement, but being in a historic district, that complicates issues for me a little bit. With that, I'd like to have Ms. Alvarez chime in please, if I didn't take all your fire away.

Assistant City Manager Alvarez: Mayor, as you stated, the previous one that came through that you denied, it wasn't for a Conditional Use Permit for storage containers, it was a Special Use Permit to allow for a storage facility within the commercial area. If I recall correctly, one of the reasons that the Commission didn't approve that is because it was close to a residential area, and there was at least one opponent that had concerns with the potential traffic in that area. In regards to this one here, a while back when our previous chief of police was here, this is a fairly new ordinance, so this did come to the Commission specifically for shipping containers, because we had a lot of people requesting them. So this ordinance states that a shipping container is allowed within the Main Street district through a Conditional Use Permit. That Conditional Use Permit allows us to review it annually, and determine whether or not it's an issue, blight, or concern. We didn't have any opponents or proponents. As you know, the downtown area is very congested, so we mailed out certified letters to all property owners within 100 feet of that business, and there was nobody that came to speak against it. The other thing to consider is the 7 findings of fact, which is something we did direct the Planning & Zoning Commission to look at. There was a little bit of discussion on what was worse for property values, the potential of a vacant building that had been down there, versus an open building that's bringing in people that might have some storage containers that they plan to keep in good shape. Those are things that I would also ask the City Commission to

consider. I'm not sure if the city manager would like to jump in, he attended that meeting as well.

Mayor Hechler: I'd like to address a couple of things. One is that, can there be some finality with this? Obviously, the Planning & Zoning board should address this and should discuss it. The other thing is, is this something that belongs in a comprehensive plan down the road? I know we're going through that process right now and I don't know if we need to put a paragraph in there about what we want the downtown historic district to look like, if we'd want to include shipping containers or not. And if we include shipping containers, what they should look like. I think that could be part of our comprehensive plan. It seems to be kind of a fad right now because they're easy to get, you don't have to stick build, you can pull them in on a truck, lay them down, and you have instant storage. But I'm not so sure that's what we want long-term for our community. Those things, I think, should be addressed in our comprehensive plan and by the Planning & Zoning Commission to give us some guidance down the road.

City Manager Whitehead: It's certainly on the very top long-term. I think these are those items that need to be revisited, we definitely need to look at it. The challenge, for me, when I look at this, is that we're really talking about a storage unit. If it was a portable building of some other construction, would the debate be similar? Really the question is, do you want storage buildings all throughout downtown in those areas? I don't think storage containers are a fad, I feel like they're part of our fabric. I think it's a business, I think people make money moving and selling them, so it's really more of an aesthetic question. How can a private citizen use something that's in the best interest of their value, their dollars, the things that they need to do, but still meets a requirement where it's not unappealing? Which, fencing, painting, those kinds of things, seem to be relevant. In this particular case, I think that the statute we have in front of you, the way it's laid out really has to be followed, and it becomes a question of how you want to approach this particular one. I definitely think that the downtown area deserves a little more context. It feels like they came up because everybody started using them, and they wrote this ordinance to bring it to life, to allow it, and now that we've gone through some practical use of it, we're realizing the challenges that come with it. I don't have a recommendation other than to follow the recommendation of our Planning & Zoning Commission. I think they gave it due consideration, they presented you with good facts, they stayed within the 7 findings of fact, and I would ask that you take their evaluation and their hearing with the due diligence it deserves.

City Attorney Rubin: From a legal standpoint, let me elaborate on what Traci and Gary said. They're talking about the 7 findings of fact, you should have that in your packet, there's a checklist, that comes from our ordinances. So your decision really should be based upon how you weigh these certain findings of fact. There was a discussion about that during the Planning & Zoning Commission meeting, and I happened to see on the bottom of page 4 of the provided areas of highlighted discussion, for example, finding of fact #5. That was a big part of the discussion. I'm just hoping you'll be analyzing this checklist as you make your decision.

Mayor Hechler: Before we proceed, Mr. Begg, is there anything you'd like to guide us on, or speak to?

Alan Hansen Begg, Applicant: Thank you for having me, I'm Alan Hansen Begg. Jones Street Secondhand has been open about 19 weeks now. What we do is we take donations from the public, hundreds of donations so far, and we sell that back to the public. The proceeds go to support Desert Haven, who is involved in animal rescue, spaying, neutering, pet referrals, and so forth. I anticipated great community support, and it's happened, so we've grown faster than we anticipated. I actually did look at the ordinances, and decided that because we couldn't get a building as big as we wanted – we would buy a 10,000 square foot building if one was available – that this would be the way to augment our storage and our sales needs. It would be storage and sales. Some of these shipping containers, the one-trip containers, are virtually brand-new. They've been used on one trip. The ones that you're used to are open on one end, but I'm looking at one that would open on the side. So if you put it the correct way in the back of our building, then it turns into an extra showroom, we could open and close that every day. We put two shipping containers [in an L shape] and it kind of creates a courtyard so we have added shopping. Of course, at the end of the day it is a shipping container, so there's no way around that. It's not my first choice, but it is the easiest choice that was allowed, so I pursued it based on that ease, the expedience. I do believe that if you look back anywhere, you will be happy with it. You'll see how we've got artists lined up to do murals, etc. Of course, case by case, another business might not have the same situation as us. Where we're going to place them is going to be a good location as far as exposure, it's not going to be exposed on either street, you will only be able to see it from the parking lot, really. I appreciate that you're taking the time to consider.

Commissioner Fahl: I think in the future, if you're conditional, so you'll be in here a year later, they don't like it, so then it would be difficult to make him remove all of those. When it's a case by case, if you'll allow that, and you did pass it, and then somebody comes up with something similar and you don't like it, it's a little harder to justify one decision versus another. It's just something to think about.

Mayor Hechler: Okay. Well everything I've heard about the operation is that it's upscale, they do a nice job. Knowing that it's a Conditional Use Permit, I'm considering, from my viewpoint, allowing that, because it is conditional. I would also charge the city management and the Planning & Zoning board to come up with something more permanent down the road so that we have better guidance. I don't mind a Conditional Use Permit right now, knowing that we're going to get that guidance within the next year or so, and then we'll have to deal with things in the future, whether we're going to reallocate the permit or not after that. But I think, to get it started, I don't see an issue with it right now. For that, my recommendation would be to approve the Conditional Use Permit for that period of one year, in the hopes of getting something else that gives better guidance down the road.

Commissioner Hoepfner: I am standing with my point just because it is easy when you order a shipping container, they come on a semi truck, unload it, and then it is in it's

position. Then in a year, if you revoke that permit, then it is a cost of at least \$6,000-\$8,000, which is then taking away from a non-profit, to remove it. Then where do they move it to? Why not move them in the first place to store? I worked in shipping containers, so when you say, it's just one-time use, you would have a lot of different stuff being stored in it, and say you have liquids or whatever in there. I believe you shouldn't allow the public to go in there, especially if they eat. I worked at Holloman Air Force Base, and I was in those containers, that at the time, were new military containers, for hours and hours, and I believe it affected my health. In the end, whatever you do, even if you paint it, if you put them side by side, if you framed and completely covered it – which would be another cost – and painted them like an adobe home, then it would look like a fake building you'd see in a movie studio. A shipping container will always look like a shipping container. I understand that this is the easiest solution, instead of building, but we do have the shed building program and everything, the kids get involved and build you a nice fence, including a shed that you can use for storage, for the same price. We are talking about \$7,000, we are talking about an investment of over \$10,000 with those three shipping containers.

Commissioner Mitchell: I think one of the reasons he wanted the shipping containers is because, if you've seen that parking lot, the place he wants to do it, first of all, it's right there next to Lee Belle, so four feet down is the water table. When we were digging the grease trap for Bella Luca, we hit the water table. So, laying a foundation is going to be difficult to do any kind of permanent building, but a shed, that's a possibility for sure.

Commissioner Hoepfner: Just as an alternative. That's why I'm sticking to my point because in a historic district, private properties, fencing, and everything are kind of out of view.

Mayor Hechler: So obviously, our job isn't to agree with each other. We represent our constituents, so with that, if I have a motion one way or the other, I will entertain that.

Commissioner Mitchell made a motion to approve the Conditional Use Permit at 303 Jones Street for the Placement of Shipping Containers. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer.

**Hon. Merry Jo Fahl, Commissioner voted nay
Hon. Ingo Hoepfner, Commissioner voted nay
Hon. Rolf Hechler, Mayor voted aye
Hon. Destiny Mitchell, Commissioner voted aye
Hon. Amanda Forrister, Mayor Pro-Tem voted aye**

Motion carried with a 3-2 vote.

City Attorney Rubin: I'd just like to throw something else out there, also, so what we just did is we granted a Conditional Use Permit, so it's going to come back in a year, we want to see what the condition actually is, what the conditions are, for the record when you're looking at it.

Mayor Hechler: It wasn't part of the motion, but...

City Attorney Rubin: Yeah, and I didn't want to make it part of the motion.

Mayor Hechler: Yes, it gets complicated, but I would like the guidance from the Planning & Zoning board on whether we should allow shipping containers in the historic district downtown in the future. How that would zone out and how they would approach that, I would like a recommendation before this comes back up as a Conditional Use, and I would inform Mr. Begg that you may have to move those things in a year. You might have to come up with another plan down the road, depending on what's going to happen with it. I think we're safe with dealing with this for now, knowing that we will revisit in a year and deal with it as appropriate at that time.

Assistant City Manager Alvarez: I can tell you one of the discussions we've had with Planning & Zoning is just like you said, revisiting this section of the ordinance, as well as revisiting Special Use, Conditional Use, and better defining those. Those are items that are already on the Planning & Zoning board's list of items.

Mayor Hechler: So we'll get better guidance within the next year or so, and then when this comes before us again, we'll revisit this at that time. For now, I think we've approved it for the Conditional Use Permit for one year.

City Attorney Rubin: So really what we're saying is kind of approving it with the condition that we're going to do a further study of the conditions which may warrant a possible change a year from now. I think let's say something like that.

Mayor Hechler: And this serves as notification to all parties concerned that this may not be a permanent deal.

City Manager Whitehead: I'm trying to take all this in, just to listen, and I think I would support our attorney to say that the motion should include that this particular issue has to come back before the Planning & Zoning Commission to meet the new conditions within a change of the ordinance, if they're available. If we make no changes, then we would have to assume that the same conditions would apply and the containers would remain again, is that what I'm hearing?

Mayor Hechler: Yes. I'd like to amend Commissioner Mitchell's motion to add that we will place this item before the Planning & Zoning Commission within the next few months, to have them ascertain or discuss options for shipping containers, especially as it pertains to the downtown historic district.

City Manager Whitehead: Understood.

Commissioner Mitchell: Arts & Cultural District.

- ***The governing body amended the first motion after discussion ensued. The following motion is the final decision regarding the item presented.***

Mayor Hechler made a motion to approve the Conditional Use Permit for at 303 Jones Street, for the Placement of Shipping Containers, provided it is brought to the Planning & Zoning Commission within the next few months, to have them ascertain or discuss options for shipping containers, especially as it pertains to the downtown historic district. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer.

Hon. Merry Jo Fahl, Commissioner voted nay

Hon. Ingo Hoeppner, Commissioner voted nay

Hon. Rolf Hechler, Mayor voted aye

Hon. Destiny Mitchell, Commissioner voted aye

Hon. Amanda Forrister, Mayor Pro-Tem voted aye

Motion carried with a 3-2 vote.

**2. Discussion/Action: Summary Plat Amendment/Summary Plat
Procedure at 412 Main Street.**

Assistant City Manager Alvarez: The applicant and property owner at 412 Main is requesting to amend their parcel into two tracks, the property is located in the C-1 district. No more than two lots are being created, and they comply with the required standards for the lots. Both lots created have direct, unobstructed access to existing city maintained paved street, as well as existing water and wastewater. There is no vacation of streets, dedications, or utility easements being proposed. The documents were submitted, these have been paid, the public hearing was held at the Planning & Zoning Commission on October 14th, there were no opponents or proponents, and the board recommended approval unanimously. With that, I stand for any questions, I think you have the agenda packet, and again, the highlighted applicable section of the minutes.

Commissioner Fahl: I think it sounds like an interesting concept that she's trying to do there, it seems like with the people – because I know they all get entrance, so did I understand her right, Traci, I know at the back of all those buildings there's that sidewalk thing so that those people can still –

Assistant City Manager Alvarez: Yeah, there's a dedicated 12-foot easement.

Commissioner Fahl: So they can still get into their building. So that empty lot where people were parking, that's the one that she's talking about, right?

Assistant City Manager Alvarez: Yes.

Mayor Hechler: I like that they're planning that in conjunction with the Foch Street Project, I think that's good. Make that whole area – If there's no further discussion, I'll entertain a motion.

Commissioner Fahl made a motion to approve the Summary Plat Amendment/Summary Plat Procedure at 412 Main Street. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Appointment of a City Representative to serve on the Sierra Vista Hospital Governing Board for a 2-year term.

City Manager Whitehead: I think we'll partner up on this, Mayor, you and I. I would just give an overview for the Commission and the public, Elephant Butte has withdrawn from it's participation on the governing board and the Joint Powers Commission. That process is technically complete, and under the new regulations and rules, it was decided that the board would reduce itself in size, not in scope, but just in size, so we would end up with a 5-member Joint Powers Commission, which is the leadership role, and then a 5-member governing board. We're at a point now where we need to just reappoint and reconstitute that, I think in addition to that, we have a new CEO coming on to the hospital, and at this time, the new CEO really wanted clarity, "Who am I working for?" those kinds of comments, so what you have in front of you today, we did have a fourth individual submit for consideration, so you should have four resumes from individuals from the community that asked to be considered. You could appoint somebody today that's not on that list, as well. What is important for the public is the item and the right to appoint someone to serve. Those appointments, you would have someone that would serve a 2-year term, and someone that would serve a 3-year term. That's items 3 and 4 on your agenda, technically you could take them on together, work through them, pick who you want, and make those motions. I'll stand for questions, and comments from the mayor.

Commissioner Fahl: We have four names?

Mayor Hechler: We have four names and three positions.

City Manager Whitehead: Four names and two positions.

City Clerk Torres: Bruce Swingle, Greg D'Amour, Peggy "Cookie" Johnson, and Jesus Barry.

Mayor Hechler: So, we have to pick one 2-year term, and one 3-year term. We're very fortunate here for this governing board, we have some professional folks that are applying for this. This is what the hospital means to our community. We have a lot of history with the applicants that are there, and very strong applicants. So I'm very pleased with the field set there, the field that is applied. The sad part is, we can't pick everybody, and we have some really strong candidates here. I'd like to go through those candidates and get

your opinions on who we should nominate for this position, because it's very important. Our hospital is doing very well, there's a lot of cash on-hand, and we have a new CEO coming in probably January 1st. Looking forward to her coming on board, and we'd like to have these boards in place prior to this person coming on board. I'll entertain some discussion, if you'd like me to start, I'd be glad to, but I'd like to listen to you folks.

Commissioner Fahl: Please do. You have a wealth of experience.

Mayor Hechler: Well I've served on the board now for several years, both the governing board, and the Joint Powers Committee. The candidates are, and you know the history of these folks, Bruce Swingle who is a former city manager, he's got 12 years on this board, he's a former chair, he's very instrumental in keeping this hospital together and helping us down the road, he's very knowledgeable about what's happening there. We have Cookie Johnson, former mayor of the city of Truth or Consequences, she's been on the board for several years, in fact, when the hospital was threatening to close, they handed her the keys and said, "How are you going to keep this place open?" and she stepped up and formed the committee, and got things done, and we have a hospital today because of that. She has a long history with us and she's done a wonderful job. Greg D'Amour is a professional pharmacist, and he's worked at that hospital for many years, including being a chairperson for that committee, and it's nice to have a professional in the field that serves on that board. He comes very well recommended and does a wonderful job. The last person is Jesus Baray, who is kind of new to this thing, but he's a solid player. He has an open mind, he makes good decisions, he doesn't have the background in the medical field and with the hospital as some of the others do, but this is why I said, we have some qualified people, but not enough positions to fill. So, we will have to make our mind up for those people, but Jesus is a solid player. So, keep in mind, whomever we select today, it doesn't mean that the others won't be selected at a future date by either Sierra County or by Williamsburg. The county has two positions, and Williamsburg has one. My understanding is that all these candidates applied at all places at the same time. So we're kind of in the lead because we're the first ones, whoever we pick then I'll notify the chairman and the other mayor who our selections were, and then they can pick who they want in addition to, and maybe we'll complete the board with the best personnel possible. That's kind of in a nutshell where we are. I have my recommendation, if it was up to me, I would recommend Bruce, mainly because of his history and his close ties to our community, he knows both sides very well. I would also lean toward Cookie Johnson for the 2-year term. There's a lot of things going on in her life right now, but she's professional, she's well-connected, and I think the 2-year term would be better for her because we don't know what the future holds for her, but she's a valuable player and has done a wonderful job for that board. That's not to slam Greg at all, he is just as important to the board as any of these candidates are, but I'm confident that he will be picked up by one of the other entities if we don't choose him.

Commissioner Mitchell: I would actually vote for Greg as my first choice, because he's served on that board since dinosaurs roamed the earth, and Cookie too. Those would be my two choices, Greg and Cookie, knowing that Bruce and Jesus will probably – I mean, they're all probably going to get on there anyways, but those would be my picks.

Commissioner Fahl: I think we all like Cookie because of her knowledge. I think it's exciting to have Jesus, to have somebody young, we know the ages of all these other people. It would add new interest and be neat to foster somebody young to step into the shoes, so they're in there longer, and they'll be willing to serve. I probably would go with Cookie and Jesus.

Mayor Pro-Tem Forrister: Mine would be Bruce and Jesus.

Commissioner Hoepfner: Mine would be Greg and Cookie.

Mayor Hechler: Like I said earlier, we're not on the board here to agree on everything, that's not what our job is. Our job is to vote for what we think is best. So we entertain a motion and we vote, and then we'll see where the numbers come out at the end.

City Clerk Torres: So, there will be two motions. The first one would be to pick one person to serve the 2-year term, the second motion would be to choose somebody for the 3-year term.

Commissioner Fahl made a motion to appoint Cookie Johnson to serve a 2-year term on the Sierra Vista Hospital Governing Board. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer.

**Hon. Rolf Hechler, Mayor voted aye
Hon. Destiny Mitchell, Commissioner voted aye
Hon. Merry Jo Fahl, Commissioner voted aye
Hon. Ingo Hoepfner, Commissioner voted aye
Hon. Amanda Forrister, Mayor Pro-Tem voted nay**

Motion carried with a 4-1 vote.

4. Discussion/Action: Appointment of a City Representative to serve on the Sierra Vista Hospital Governing Board for a 3-year term.

Mayor Pro-Tem Forrister made a motion to appoint Bruce Swingle to serve a 3-year term on the Sierra Vista Hospital Governing Board. Mayor Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

**Hon. Rolf Hechler, Mayor voted aye
Hon. Amanda Forrister, Mayor Pro-Tem voted aye
Hon. Destiny Mitchell, Commissioner voted nay
Hon. Merry Jo Fahl, Commissioner voted nay
Hon. Ingo Hoepfner, Commissioner voted nay**

Motion failed.

Commissioner Mitchell made a motion to appoint Greg D'Amour to serve a 3-year term on the Sierra Vista Hospital Governing Board. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

**Hon. Rolf Hechler, Mayor voted aye
Hon. Amanda Forrister, Mayor Pro-Tem voted nay
Hon. Destiny Mitchell, Commissioner voted aye
Hon. Merry Jo Fahl, Commissioner voted nay
Hon. Ingo Hoeppner, Commissioner voted aye**

Motion carried with a 3-2 vote.

5. Discussion/Action: Appointment of 2 Governing Body Board Members to serve on the Sierra Vista Hospital Joint Powers Commission (JPC).

Mayor Hechler: So this is for the Joint Powers Commission. The difference is the Joint Powers Commission are the owners of the hospital. In other words, it's communities; it's the City of T or C, it's the county, and it's the Village of Williamsburg. We're the owners of that particular entity. So we want to appoint two people to serve on the Joint Powers Committee. I currently serve on that board, as well as Commissioner Hoeppner. I would like to continue serving on the board, and I would like Commissioner Hoeppner to continue serving on the board, because we attend every meeting, and we're dedicated to that hospital, and we think it's going in the right direction. I would like to continue to serve and I know that Commissioner Hoeppner would as well, so if you agree, it would make it easy for you, if I could have a motion.

Commissioner Mitchell: Really quick, I just want to point out, I served on that board for the first two years, I was teaching, and it was so hard to make the meetings because they're middle of the day, so if you guys can make it, I think that is great representation of the Commission. I would like to make a motion to reappoint Rolf and Ingo.

Mayor Hechler: Can I change that just a little bit? I had a thought. The thought is that, I currently serve as your mayor, I don't know what's going to happen in January. But I think the mayor should be serving on this board as a representative of the city.

City Clerk Torres: What we can do is, right now, you guys can make the motion on that, because we will bring all of them back once Chaz joins us in January. Then, we will put it back on the agenda, and you can decide. At that first meeting, you guys will re-elect the mayor and mayor pro-tem. Later on in the agenda, you guys can choose if you still want to have it like that or you can change it.

Commissioner Mitchell made a motion to appoint Mayor Hechler and Commissioner Hoepfner to serve on the Sierra Vista Hospital Joint Powers Commission (JPC). Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Masek Golf Cart Lease Agreement extension.

OJ Hechler, Community Services Director: What you have in front of you is a 15-month lease extension for our 20 golf carts. Quiet Tech 2018 golf carts that we currently have at the golf course. In conversation with Bob and Gary, fiscally, right now, this option makes the most sense for us at our golf course. We may entertain some other options at that point, but for right now, until we get a better direction of which way our golf course is heading, we would just like to extend our current lease agreement with the golf course. This does include one free winter service, Masek will come down, they will service all 20 of our golf carts currently at the golf course this winter sometime.

Commissioner Fahl: Would we be able to get a free service out of it?

OJ Hechler, Community Services Director: Very observant, Commissioner. Maybe we could twist his arm before we accept it, maybe that could be a stipulation in there, "Hey, the Commission decided that we would extend it but if we can get one more free service out of you guys." That may be an option. The carts are in good shape, they're well-maintained, obviously we also use the golf carts for fiesta and events downtown as well, but we alternate, 10 in the barn, 10 come out, 10 go in, and they're protected from the weather so they're in decent shape. I will have a conversation with Jordan and see if we can't get that service in there for next winter. It's a good point.

Commissioner Fahl made a motion to approve the Masek Golf Cart Lease Agreement extension. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: Wreaths Across America program. OJ Hechler, Community Services Director

Item was moved after C1.

8. Discussion/Action: Capital Development Program Fund Application and Authorization for City Manager to execute Grant Agreement.

City Manager Whitehead: The legislature has been trying for years to figure out a better way to allocate capital projects. I think if I heard the last number correctly, \$6 billion still sits, the funds waiting for projects to get enough funding to build. They've been attempting to do that, DFA has introduced a new capital outlay branch to help us process. This project feels like it's coming through those veins. We received notice about two weeks before the deadline for this particular grant application, and the process is, they wanted us to submit a project that was engineered that they could put into a package that they can take to the legislature and attempt to get completely funded. This isn't a guarantee for funding, we're just going to go into a group, and we think that's the way it's going to go. This project would be presented at the legislature this year. We had to quickly come up with, "What do we have that was engineered? What have we been working on that we really could use? What would be the best application?" and we've made a couple of applications for wastewater, so we kind of wanted to be innovative off of that. With that, I'll let Traci talk to you about what we've applied for, and then we'll stand for any questions.

Assistant City Manager Alvarez: Upon meeting with city management and discussing our various projects, we thought the best allocation to request for would be for continuing and completing our AMI water meter system. As you know, we're doing some of that through the CDBG. That's only maybe 1/3, if that, of the meters that may go into the system. So we would really like to complete that project as an all-in-one. So we submitted an application for \$2.5 million to get that all completed. One of the things to note is if it is awarded, the grant agreement must be executed within 14 days. We are requesting that if you do accept approval of us submitting that application, you also authorize the city manager and mayor to execute that grant agreement. We will let you know, of course, we just don't want to miss out waiting for a commission meeting.

Commissioner Fahl: Sounds exciting.

Commissioner Hoepfner: So it is compatible with both systems? Electric smart meters and the water smart meters will work together?

City manager Whitehead: That's a great question. When I came on board, the CDBG grant that is for about 900 water meters, we were on track to come up with a new system. The team got together, we've put it back on track, so we will be working with Landis & Gear, those are the water meters, and those are the AMI meters that we have for the electric. So the grid will communicate exactly the same, we're not buying, we're not spending. I've already instituted a program, so we're not buying any additional water meters now that aren't Landis & Gear. The routers are already in-stock. They're going to go up on the poles, so hopefully by the first of the year, we would have the water side of the house communicating. We don't have any real meters ready, but the communication side. So we will be consistent with the concept that was discussed when the electric meters were brought on to use one system, one company, one plan to do that. And one

protocol inside of our utility department. That's what made this project easy to apply, because we've already got the design 900 water meters, so we could easily – we're not doing anything new, we have really no engineering to do, we just had to decide on the number, and we used it based on that value to come up with this presentation. It's a great question, I appreciate it.

Commissioner Fahl made a motion to approve the Capital Development Program Fund Application and Authorization for City Manager to execute Grant Agreement. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: FY 26 State Grants-in-Aid to Public Libraries Grant Agreement.

Assistant City Manager Alvarez: This is the FY 26 state Grant-in-Aid annual grant that the library receives. This grant agreement needed to be executed by DocuSign, so you'll see in your agenda packet that we're just requesting the Commission accept the executed grant agreement. This item was on the first BAR that you approved.

Commissioner Fahl: I think it's great that our library always takes advantage of all these programs, they stay involved and up-to-date with what's going on, they do such a good job.

Mayor Hechler: They did a nice job with the last allocation of monies they got. It's nice that we're still moving forward.

Commissioner Fahl made a motion to approve the FY 26 State Grants-in-Aid to Public Libraries Grant Agreement. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

10. Discussion/Action: Airfield Maintenance & Consumables NMDOT Aviation Grant Agreement CN 1102370.

Assistant City Manager Alvarez: This is the bi-annual maintenance grant our airport receives. Again, this came through DocuSign for the mayor for his execution. It was listed on the first BAR, pending your acceptance of this grant. We use these funds out there at the airport for a variety of different things, tools, things that pertain to maintenance, hang the annual QT pod which is the fueling system out there, so it's very helpful to maintain our airport.

Mayor Hechler: The match is really small. It's a \$2,000 match which is great. It's nice to have that additional money.

Commissioner Hoepfner made a motion to approve the Airfield Maintenance & Consumables NMDOT Aviation Grant Agreement CN 1102370. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

11. Discussion/Action: NMDOT Transportation Alternatives Program (TAP) Grant Agreement.

Assistant City Manager Alvarez: As you know, in FY 24 we received TAP Grant funds to do the design of the sidewalks around the middle school, high school and the elementary school. We prepared an application for the FY 26. Pre application discussions with NMDOT they recommended that we break down our construction cost into phases due to the cost of project. We applied for what we consider phase 1. Which is the construction of the sidewalks around Smith Street for starters. We were awarded a total of \$555,937 of that \$474,990.73 is grant and \$80,944.11 is match. We would like for the commission to approve the grant agreement. This is one that is on the second BAR. We are asking that you approve this and later the BAR amount. For some reference on this Smith Street is also one of the items on our WISPI1 for water line replacement. The construction portion of this would take place after the WISPI1 and we would ensure that we meet the time frame within both grant agreements. So, when we go to bid on WISPI1 we could potentially request that the contractor take of the water lines on Smith Street first so that we can get them in and out before we go into construction on the sidewalk. The TAP funds are transportation alternative projects so they are only related to anything that doesn't relate to vehicular transportation.

Commissioner Fahl: What department is the match coming from?

Assistant City Manager Alvarez: That would be our streets department.

City Manager Whitehead: We haven't talk about this from the bonds, but it could be eligible for the number 4 bond. The number 4 bond has not been allocated. We are kind of sitting on that, so we have discussed it as being an option. It's a street project so it would come from street funds in some way.

Commissioner Fahl: How far is the sidewalk going down on Silver Street.

Assistant City Manager Alvarez: It will just go up to Silver. It is just Smith Street between Date and Silver.

Mayor Whitehead: Ms. Alvarez, sometimes we request waivers for the match. Did we not request a waiver this time?

Assistant City Manager Alvarez: I'd have to do a review and maybe get back to you on that. I don't think we requested it on the TAP because it's federal funding. I know sometimes we request waivers on state funding.

Commissioner Fahl made a motion to approve the NMDOT Transportation Alternatives Program (TAP) Grant Agreement and approve the Mayor and City Manager to sign all applicable documents. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

12. Discussion/Action: Aging & Long-Term Services Department Junior Bill Appropriation Agreement.

Assistant City Manager Alvarez: This the annual Junior Bill Appropriation that Rebecca Dow allocated for our SJOA. It's \$35,000 and we're the fiscal agents for that. This one is a reimbursement, but not a reimbursement out of city funds. The SJOA expends their own money for the meals and then they submit all \$35,000 to the city and we request the reimbursement. Then when the money comes in, we give it back to the SJOA, so we aren't having to expend any of our funds and wait for reimbursement.

Commissioner Mitchell made a motion to approve the Aging & Long-Term Services Department Junior Bill Appropriation Agreement. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

13. Discussion/Action: Re-classifying IT Analyst position from non-exempt to exempt.

City Manager Whitehead: When we came on board, we had a contractor that was performing our IT. The Commission created a position for a part-time IT person. We hired and filled that position. The contractor has since moved on. Our current IT has been working on a part-time basis with hours. Staff felt that it was time to move and make this a more permanent position, so we discussed it being an exempt position. Exempt means that we can pay a salary and it kind of sets the hours. They have to meet some Fair Labor Standard Acts, and this particular position does meet the criteria, so we feel like we want to move this person to a full-time position making it an exempt position. Currently the job was placed under the Finance Director. As we think about re-allocating positions, I am working through that now, this may be its own department. IT is a big deal for us. It's not just an employee. Michael is always very busy and he is called from every single department, so we feel like it might eventually become its own department, and there are things that we might be able to allocate to the IT position, such as the copiers and printers and making sure that the purchases come through that so we get some continuity and some consistency. If you remember when we did the payroll study, we had one position within our payroll study that was potentially outside the highway. It was a red dot, if you remember, this might have been that position, so this we also be a correction and we would get that back in line and get us on the proper process.

Commissioner Mitchell made a motion to approve the re-classification of the IT Analyst position from non-exempt to exempt. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

14. Discussion/Action: Recommendation from the Golf Course/Recreation Advisory Board to appoint Ron Pacourek to serve as a member on their board.

City Clerk Torres: This is a request from the Golf Course/Recreation Advisory Board to fill the recent vacancy on their board. The board is requesting the appointment of Ron Pacourek to serve a 2-year term on their board.

Commissioner Fahl made a motion to appoint Ron Pacourek to serve a 2-year term on the Golf Course/Recreation Advisory Board. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

15. Discussion/Action: Approval of Purchase Requisitions over \$60,000.
a. Loves Project: Build a 3-phase line on the West Side of the Interstate – Notice of Award (Allied Electric Inc.).

Jocelyn Holguin, Chief Financial Officer: This item is for part of the Loves project which is coming from the electric company to add the 3-phase line for the poles. This is on a state price agreement, and it exceeds \$60,000 so it is on the agenda for your approval.

City Manager Whitehead: When we were doing our cost, we estimated this to be around the \$150,000 mark. We were going to construct it in house. As you can see it came in pretty close on the poles and the labor, and by going through the state price agreement we have bonding in tax which takes us to the \$190. We did again receive \$200,000 from Loves for this. We are just constructing it and going to statewide price agreement. We can get it done in the next 60 days. Our city crew still has a line to build as well. Its just a fast nimble process, this is the best way for us to move forward. The staff worked hard on finding a work forward. I want to thank Bo and his team for getting this in line and figuring this out for us.

Commissioner Fahl: We know that this is an upfront expense, but I think its going to give us the opportunity for future growth in all kinds of ways. It's a win win for us all the way around.

City Manager Whitehead: I appreciate you bringing that up, I forgot to tell you. If you remember their adding a sewer line in which we have negotiated for them to receive tap fees back for those areas, but in this particular case we did not, so any future additions in this area and anyone who additionally hooks up will continue to pay the city for their connections and those kind of things in that area.

Commissioner Mitchell made a motion to approve the Purchase Requisitions over \$60,000 for the Loves Project: Build a 3-phase line on the West Side of the Interstate Notice of Award (Allied Electric Inc.). Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

J. EXECUTIVE SESSION:

- 1. Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2).**
- 2. Threatened & Pending Litigation (Juan Carlos Delgado) pursuant to 10-15-1(H.7).**

Commissioner Fahl made a motion to go into executive session at 12:15 p.m. to discuss Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2) and Threatened & Pending Litigation (Juan Carlos Delgado) pursuant to 10-15-1(H.7). Commissioner Mitchell seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler reconvened the meeting in open session at 1:32 p.m.

Commissioner Fahl certified that only matters pertaining to Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2) and Threatened & Pending Litigation (Juan Carlos Delgado) pursuant to 10-15-1(H.7) was discussed in Executive Session and no action was taken in executive session.

I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 1:33 p.m.

Passed and Approved this 17th day of December, 2025.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk

WANT TO PLANT TREES? VOLUNTEER WITH TREE NM!



Tree New Mexico is looking to expand our local tree canopy! Our program requires support from volunteers like you who are dedicated to improving our community. We'll teach you how to plant the trees properly – no previous experience is required!

Upcoming Plantings:

Nov. 15th @9 AM

Dec. 06th @9 AM

Meet at Ralph Edwards



Sign up at bit.ly/treeorc or
email treeorc@treenm.org



Funding is provided by the USDA
Forest Service's Inflation Reduction
Act Urban and Community Forestry
Grant Program.





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 17, 2025

Agenda Item #: G.2

SUBJECT: City Commission Regular Minutes, December 3, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 11, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☐ Legal ☐ Other: [Click here to enter text.](#)

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-17-25

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, DECEMBER 3, 2025

A. CALL TO ORDER:

The meeting was called to order by Mayor Rolf Hechler at 9:00 a.m., who presided and Angela A. Torres, City Clerk-Treasurer, acted as Secretary of the meeting.

B. INTRODUCTION:

1. ROLL CALL:

Upon calling the roll, the following Commissioners were reported present.

Hon. Rolf Hechler, Mayor
Hon. Amanda Forrister, Mayor Pro-Tem via telephone
Hon. Destiny Mitchell, Commissioner
Hon. Merry Jo Fahl, Commissioner
Hon. Ingo Hoepfner, Commissioner

Also Present: Gary Whitehead, City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer
Jocelyn Holguin, Chief Financial Officer

There being a quorum present, the Commission proceeded with the business at hand.

2. SILENT MEDITATION:

Mayor Hechler called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

Mayor Hechler called for Clerk Torres to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

Commissioner Fahl moved to approve the agenda as submitted. Commissioner Mitchell and Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. COMMISSION COMMENTS:

Commissioner Fahl: I just wanted to say I hope everybody had a wonderful Thanksgiving, and I'm really looking forward to all the activities that we have this month. The Christmas Lighting, Downtown Christmas, all the fun stuff. I hope to see everybody out there.

Commissioner Mitchell: December 12th is Old Fashioned Christmas downtown T or C. It's a MainStreet event, they will have a parade of lights and there'll be pictures with Santa Clause in the plaza, and all the shops will be open, there will be fire barrels, and there will be lots of shopping to do downtown. It will be followed by the Luminaria beach walk and boat parade the next night out at the lake. There will be a free campfire, chili, and other fun stuff. Then we have the Holiday Sing-along on the 19th downtown in the plaza, it is a community event, and we encourage everyone to come out and sing some Christmas songs and enjoy the Christmas season.

Commissioner Hoepfner: We held Small Business Saturday, and it was a full success. I'm very happy to see so many people coming down to support our local businesses. I wanted to say thank you to everybody for that.

6. STAFF COMMENTS:

City Manager Whitehead: I'd like to remind the public and the staff that we are going to be hosting a full staff training on December 12th from 12pm-3pm, so the city offices will be closed for that time. We have put out notices to have that information handled. That training will also include a lunch provided by our Commission, so we're working on getting that together, excited about that. I want to bring you up to speed on the water leaks. They continue to plague us a little bit but we're working diligently. This morning, we have 36, we're down from 50. We do have a couple of major ones. We have a pretty big leak on Magnolia they're working on this morning. We had a double leak on Riverside, they repaired what they thought was the leak, left, and then it never went away, so they're trying to get to that one today. Veater Street continues to be a problem. We have some pretty big leaks on the East side. We're trying to get those organized, we're getting those callouts and the locates, and we're making progress, but still a little bit behind. Pretty happy with the crew, they're giving it their best effort, but you know, we're still behind. We're communicating pretty much every morning on what the schedule and the plan is with it, but it's hard. It's a tough time, too, it's cold, it takes a little longer to get things done, so thank you to the crew for doing that. Exciting news for us, the USDA and the federal government is back to work. All of our documents for both USDA loans are now moving into loan processing. That's been the holdup, we needed to do a title study. We got that done, and then just about the time we were done, the government shut down, so we finished it but our rep was quick and got on our stuff pretty fast, so hopefully in the next 30 days we will get what they call loan documents, which would then release us to go to bid on both. Both USDA projects are now, with the timing, ready to go to bid. We'll have the Veater Street – one of those projects is a large

service line to wrap around Veater, it'll take care of the biggest problem we're having down on the lower end, we're going to replace that main line. Then, the main USDA project, which is WISPI-1, is our pressure relief valve system, which we are really waiting to get that going. Both of those projects, I just wanted to bring you up to speed that we're back in the hopper and hopefully we'll get that started sooner rather than later. The first contract that you let, we did have our pre-construction bid, our pre-construction conference has happened, we're just waiting for the state to give us our final release so that we can give a notice to proceed. We had some documents that the state needed to do that. We get excited to get these done, but they have a lot of people looking over the work that we're doing. The boat dock has started, we got that project started this week, so that's exciting. Raph Edwards Park is closed off of Ash Street, and it'll remain closed throughout the day while they're working, and they've agreed to leave it open on the weekends and in the evening, they'll move so that the public will have access in and around the park there. The crews are really working to get Christmas up, everyone is out working together, Parks, Facilities, Electric, they're all out there working trying to get that done. We're busy, still have a lot of things going on, and that's a little bit of a fast report.

Mayor Hechler: Could you talk a little bit about the Foch Street project?

City Manager Whitehead: I will, thank you. We were ready to start December 1st, but we had some concerns. The contractors came back in our negotiations and asked if we could close the street completely. We went back to the business owners, brought that up, we had some concerns, there were a few that were really worried about not having access for the whole length of time. We came up with a proposal, submitted that, the contractors agreed, so they accepted what we would call a 95% closure. The contractor received approval for the traffic plan November 24th which includes walk access to the businesses: PureLife, the Art Gallery on Foch has an access point for drive access while they're doing construction, the Money Man down below has a walk path. We met with the contractors, and they've agreed that they'll do their best to keep traffic open where they can when they can, and try to work in the area. If they're not working in the area, they'll leave those access points open the best they can. We've made every effort we can, we think, we've been very active on the street, and today we agreed we will be starting December 29th, the Monday after the Christmas break. That'll be the start of the contract, that will give them that week to really mobilize and set up their traffic, and then really start the Monday after Christmas. Foch Street is really in order, and I will remind the Commission, it's a very, very tight project money-wise. We have exactly \$2.6 million to spend, so we needed to meet the contractor in areas where they felt like they could cut, and they felt like if they could keep the road, get it closed, they could get in and get out in a timely manner. Likewise, they'll be housing here at our water facility, we've provided that, we're doing \$750 a month, and we will do that as an in-kind contribution to the project to help, so we get those dollars into the project. That's where we're at with Foch Street.

Mayor Hechler: I call this a blessing in disguise because we're actually going to get through the holiday season, our shopping season for our businesses, we won't be

disrupting anybody with construction until after Christmas, so I think this is actually a good thing for us to happen.

City Manager Whitehead: I think so, I appreciate that comment. I will add that DOT has indicated that they've got their bids and are in final contracts for the restriping project downtown too, which should start sometime in mid to late January. Knock on wood, by the end of the fiscal year, we should have Foch Street done, Date Street, Main Street done, Broadway, and have that corridor back in order. The Park should be done. We should have some projects done by that time.

C. CONSENT CALENDAR:

- 1. Acknowledgment of November 4, 2025, Election Results and Official Canvass.**
- 2. Purchase report of items between \$20,000 and \$60,000.**

C1:

City Clerk Torres: Item C1 is the acknowledgment of the November 4, 2025, Election and Official Canvass. Our two new Commissioners are our current Commissioner Destiny Mitchell, and Mr. Chas Glines. The new terms will start January 1st and the Oath of Office will be at our next meeting, December 17th at 9:00 a.m. and that will be administered by Judge Lee.

C2:

City Manager Whitehead: In your packet, you should have the information on our insurance premium. We moved those in our budget process to one item. If you remember last year, we paid this late. We've made the payment, \$412,602, for our insurance. To break that down, \$58,000 for property coverage, \$65,000 for auto coverage, \$248,000 for liability coverage, and \$41,000 for workman's comp. It covers the entire city. We were authorized to make this payment, so it's not necessarily a purchase order, it's a culmination. We need to pay our insurance. We just wanted to brief the Commission that that's done, Jocelyn got that taken care of, and we are current with our insurance carrier, New Mexico Self Insurer's. So that's in your packet as well for your information.

Mayor Hechler: Thank you for the update.

Commissioner Fahl moved to approve the Consent Calendar as submitted. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

D. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 26 25/26 WPF-6621 Authorizing Execution of a Water Project Fund Loan/Grant Agreement for Reconstruction of Cantrell Dam.

City Manager Whitehead: It's really straightforward, if you remember, a flood happened with Cantrell Dam. You received funding to do a study, the study's been completed, and the city was funded \$8.1 million to build the project. The final contracts are in. The documents are ready. Before you today is the acceptance of the contracts. What we would ask today is that you approve Resolution 26 25/26. The total funding of the project is \$8,899,000. Of that, \$7.281 million is a grant. We have a loan component of \$809,000, and we also have a match component of \$809,000. I'd remind the Commission that the Sierra County Flood Commission has committed \$407,000 to that. We'll find and fund the other portion of our \$400,000. We're working through ideas for in-kind, there's some work that we potentially could do, and we would match that. We would be funding this through our streets program. Again, today before you would be to accept the contract, and allow the mayor or the manager to sign and approve all the necessary documents to get the project started.

Commissioner Fahl: I'm glad to see that this has finally come into fruition, and I'm sure that our partners with the Village of Williamsburg and the county are just as excited as we are and the residents near there. It's nice that the Flood Commission offices have agreed to help us with some of the funding on this, so it'll be a really good thing. I just hope that as we move forward working on dams, that we work them as a collaborative effort with our partners, because they're all affected.

Commissioner Mitchell moved to approve Resolution No. 26 25/26 WPF-6621 Authorizing Execution of a Water Project Fund Loan/Grant Agreement for Reconstruction of Cantrell Dam and allow the Mayor and City Manager to execute all applicable documents. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 27 25/26 Budget Adjustment Request.

Jocelyn Holguin, Chief Financial Officer: This is follow-up for the first approval that has just taken place for the Cantrell Dam. This is through the New Mexico Finance Authority. The loan documents for the project, this BAR is not fully executed until we receive all the signed documents, but in order to move forward once they come in, this includes the loan and the match, which is why we're reaching out for approval today.

Mayor Hechler: Manager Whitehead, how do we go about getting that \$400,000 from flood control?

City Manager Whitehead: I spoke with Commissioner Jones last week, he's requested we start the process to look at a memorandum of understanding, an MOU. Traci was out last week, and unfortunately sick this week, but we'll begin the dialogue between the city and the county to get those done. That's the way he's asked that we proceed, so we will get that going as quickly as possible. Hopefully we can have it on our agenda for either December or the first meeting in January. He and I are in communication, we've brought him in, he's overviewed, he's reviewed the plans, so we feel like we're in good shape and the funding is available, so we just need to put the documents together, but it would be through an MOU.

Commissioner Fahl: I forgot to ask this question earlier Gary, but once we sign the paperwork and it's submitted, what do you think is the timeline for construction to start?

City Manager Whitehead: The nice part is we received the documents. The engineering is completely done. There are a couple of property owners there that were working, we have to get some easements, some crossing, we've started that process. I would think that we've talked about March or April being the bid, you're approving the bid, so this could be a July start possibly. It will be this year. Everything is ready to go. The property owners are receptive, no concerns.

Commissioner Fahl made a motion to approve Resolution No. 27 25/26 Budget Adjustment Request. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler: Before we close the meeting, Manager Whitehead, we are going to have a public meeting coming up on the Animal Control Ordinance, can we announce that please?

City Clerk Torres: We will have our final workshop next Wednesday at 5:30 p.m. to receive public input on our Animal Ordinance. We encourage the public to attend if you have any concerns or if you want to make any changes. The proposed ordinance is published online, and you can get a copy at the Clerk's Office. Our final public hearing and final adoption will be held on December 17th.

E. EXECUTIVE SESSION:

- 1. Threatened & Pending Litigation (Ron Fenn) pursuant to 10-15-1(H.7).**
- 2. Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2).**

Commissioner Fahl made a motion to go into executive session at 9:22 a.m. to discuss Threatened & Pending Litigation (Ron Fenn) pursuant to 10-15-1(H.7) and Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2). Commissioner Mitchell seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

CITY COMMISSION DECEMBER 3, 2025 REGULAR MEETING MINUTES

Mayor Hechler reconvened the meeting in open session at 10:00 a.m.

Commissioner Fahl certified that only matters pertaining to Threatened & Pending Litigation (Ron Fenn) pursuant to 10-15-1(H.7) and Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2) were discussed in Executive Session and no action was taken in executive session.

F. RETURN TO REGULAR SESSION; ACTION (if any)

- 1. Threatened & Pending Litigation (Ron Fenn vs. City of T or C) pursuant to 10-15-1(H.7).**

No action was taken.

- 2. Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2).**

No action was taken.

I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 10:02 a.m.

Passed and Approved this 17th day of December, 2025.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 17, 2025

Agenda Item #: G.3

SUBJECT: November 2025 Accounts Payable

DEPARTMENT: Finance

DATE SUBMITTED: December 10, 2025

SUBMITTED BY: Silke Kapela, Accounts Payable

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

According to Sec. 2-28 of the Municipal Code related to Publication of expenditures:

Each month there may be published a summary of expenditures made during the preceding calendar month, which shall include a list of the total expenditures during the month, the amount spent in connection with each budgetary item, and a summary of all receipts; provided, however, that the publication mentioned in this section shall be made only at the discretion of the Commission if it shall deem such publication necessary in the public interest.

Recommendation:

Approve the Accounts Payable summary for November 2025

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 1,131,734.12

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☒ Other: Silke Kapela, Account Payable

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. N/A Ordinance No. N/A

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: [Click here to enter text.](#)

File Name: CC Agendas 12-17-2025

Accounts Payable Transfer Sheet - 2025 - 2026 FY
Post Date Ending: 11/7, 11/14, 11/21, 11/24, 11/25

<u>Fund</u>	<u>Description</u>	<u>Fund Totals</u>					<u>GRAND TOTAL</u>	<u>Fund</u>
		11/7/2025	11/14/2025	11/21/2025	11/24/2025	11/25/2025	TRANSFERS	Numbers
101	General	\$8,265.40	\$22,748.65	\$66,641.36		\$50,416.70	\$148,072.11	101
201	Local Government Corrections						\$0.00	201
209	State Fire	\$18,531.32		\$3,651.94		\$373.84	\$22,557.10	209
211	Law Enforcement Protection	\$323.36	\$4,853.47	\$3,206.79		\$392.88	\$8,776.50	211
214	Lodger's Tax	\$1,696.26	\$173,352.95	\$30,219.56		\$61.92	\$205,330.69	214
216	Street Renovation	\$200.00	\$545.66	\$3,964.55		\$205.32	\$4,915.53	216
217	Municipal Recreation						\$0.00	217
260	Fiscal Recovery Funds						\$0.00	260
294	State Library	\$28.08				\$459.23	\$487.31	294
295	Municipal Pool			\$25.61		\$117.82	\$143.43	295
296	PD-GRT Fund	\$667.14				\$8,104.69	\$8,771.83	296
298	PD-Donations						\$0.00	298
299	Special Revenue Funds	\$662.54					\$662.54	299
302	Electrical Construction						\$0.00	302
303	Veterans Memorial			\$266.56			\$266.56	303
304	SJOA - Grants						\$0.00	304
305	Capital Improvement General						\$0.00	305
306	Capital Improvement Joint Utility						\$0.00	306
307	Golf Course Improvements						\$0.00	307
308	USDA -Sweeper						\$0.00	308
309	USDA-Wastewater						\$0.00	309
310	R&R-Emergency						\$0.00	310
311	R&R-Sewer						\$0.00	311
312	R&R-Airport						\$0.00	312
313	R&R-Water						\$0.00	313
314	CDBG - Grant						\$0.00	314
315	CI Reserve- Non Capital Equipment			\$149,925.52			\$149,925.52	315
316	Emergency Reserve						\$0.00	316
320	USDA Water System Improvements					\$12,706.70	\$12,706.70	320
321	Water System Improvements						\$0.00	321
340	ROAD/STREET PROJECTS						\$0.00	340
360	NMFA Projects						\$0.00	360
370	Water Trust Board Projects						\$0.00	370
380	Community Development	\$10,498.17		\$15,106.82			\$25,604.99	380
403	Pledge State Tax	\$26,471.98				\$5,388.33	\$31,860.31	403
501	Cemetery						\$0.00	501
502	Utility Office	\$29.30		\$792.23		\$606.22	\$1,427.75	502
503	Electric Dept	\$26,830.82	\$270,439.31	\$2,283.46	\$43,180.26	\$54,449.78	\$397,183.63	503
504	Water Dept	\$11,466.26	\$3,667.17	\$20,863.86		\$413.28	\$36,410.57	504
505	Solid Waste	\$1,782.22	\$7,681.02	\$2,592.07		\$311.73	\$12,367.04	505
506	WasteWater	\$4,949.82	\$5,742.97	\$4,081.10		\$833.23	\$15,607.12	506
508	Golf Course	\$5.34	\$100.00	\$4,879.11		\$314.22	\$5,298.67	508
509	Municipal Airport		\$20,040.31	\$462.89		\$158.44	\$20,661.64	509
600	Internal Service Fund	\$4,815.29	\$215.34	\$17,341.80		\$324.15	\$22,696.58	600
	Grand Total-Accounts Payable	\$117,223.30	\$509,386.85	\$326,305.23	\$43,180.26	\$135,638.48	\$1,131,734.12	



Truth or Consequences

AP EOM REPORT NOVEMBER 2025

By Fund

Payment Dates 11/1/2025 - 11/30/2025

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
NM BOARD OF VETERINARY ...	10/31/2025	11/07/2025	ANIMAL SHELTER LICENSE RE...	101-1006-43770	150.00
ARENAS VALLEY ANIMAL CLIN...	105485	11/07/2025	VET SERVICES	101-1006-48598	296.50
ARENAS VALLEY ANIMAL CLIN...	105655	11/07/2025	VET SERVICES	101-1006-48598	210.58
ARENAS VALLEY ANIMAL CLIN...	106013	11/07/2025	VET SERVICES	101-1006-48598	570.93
DELL TECHNOLOGIES	10844721443	11/07/2025	MONITOR FOR FOREMAN TO...	101-1014-44613	154.99
DELL TECHNOLOGIES	10844721443	11/07/2025	COMPUTER FOR FOREMAN T...	101-1014-44613	1,104.69
POLICARPIO V BUSTAMANTE ...	110.25	11/07/2025	OPEN PO - LANDSCAPE SERVI...	101-1009-47415	1,000.00
INSPECTRE SOLUTIONS INTER...	11052025	11/07/2025	DEPOSIT REFUND FOR CIVIC C...	101-1099-34348	250.00
AMAZON CAPITAL SERVICES I...	1C7L-1PK6-3D9C	11/07/2025	UNIFORM JACKETS	101-1006-42620	217.52
AMAZON CAPITAL SERVICES I...	1C7L-1PK6-3D9C	11/07/2025	PRINTER PAPER & INK	101-1006-44606	379.92
AMAZON CAPITAL SERVICES I...	1C7L-1PK6-3D9C	11/07/2025	2 HAMPERS & PILL POCKETS	101-1006-44607	72.44
AMAZON CAPITAL SERVICES I...	1V9M-Y97M-YLP9	11/07/2025	2 HAMPERS & PILL POCKETS	101-1006-44607	40.99
REVIZE LLC	22192	11/07/2025	ANNUAL.GOV DOMAIN HOST...	101-1001-43770	420.00
DOCUMENT SOLUTION INC	391126	11/07/2025	CITY CLERK OFFICE SHARP OV...	101-1001-43465	185.27
DOCUMENT SOLUTION INC	391126	11/07/2025	CITY MANAGER OFFIC SHARP ...	101-1003-43465	716.86
DOCUMENT SOLUTION INC	391126	11/07/2025	FINANCE OFFICE SHARP OVER...	101-1004-43465	289.35
DOCUMENT SOLUTION INC	391126	11/07/2025	POLICE DEPT SHARP OVERAGE...	101-1007-43465	162.46
DOCUMENT SOLUTION INC	391126	11/07/2025	PARKS DEPT SHARP OVERAGE...	101-1009-43465	2.30
DOCUMENT SOLUTION INC	391126	11/07/2025	FACILITY MAINT SHARP OVER...	101-1014-43465	12.72
NU WAY LAUNDRY & CLEANE...	40588	11/07/2025	CARPET SERVICES OPEN P.O. ...	101-1014-44607	98.10
SIERRA COUNTY SENTINEL	4334	11/07/2025	FY 25/26 PUBLICATIONS	101-1001-43740	266.95
VERIZON WIRELESS	6126925809	11/07/2025	POLICE DEPT OPEN PO FY25/26	101-1007-43775	193.60
VERIZON WIRELESS	6126925809	11/07/2025	ANIMAL CONTROL OPEN PO F...	101-1008-43775	154.88
TALON SEPTIC & POTTY SERVI...	13113	11/07/2025	OPEN PO - PORTABLE TOILET ...	101-1009-43465	1,100.00
LASTING PAWS PET MEMORIA...	LC10391-I-0068	11/07/2025	ANIMAL CREAMTION	101-1006-48598	214.35
JAIME F RUBIN ATTORNEY AT ...	10/31/2025	11/14/2025	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	5,012.26
WEX BANK	108315359 - CM	11/14/2025	FINANCE WEX FUEL OPEN PO ...	101-1004-43316	44.96
WEX BANK	108315359 - CMO	11/14/2025	OPEN PO FOR FUEL FY 25/26	101-1003-43316	140.10
WEX BANK	108315359 - CODE	11/14/2025	OEPN PO FOR CODES/ACO FU...	101-1008-43316	358.38
WEX BANK	108315359 - FM	11/14/2025	WEX BANK FUEL CARD OPEN P...	101-1014-43316	687.06
WEX BANK	108315359 - PD	11/14/2025	PD FUEL USAGE FOR FY 25-26	101-1007-43316	7,630.49
T OR C HARDWARE INC	183264/6	11/14/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	21.44
T OR C HARDWARE INC	183291/6	11/14/2025	OPEN P.O. FOR FIELD SUPPLIES..	101-1014-44607	218.26
T OR C HARDWARE INC	183307/6	11/14/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	33.92
T OR C HARDWARE INC	183310/6	11/14/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	1.13
T OR C HARDWARE INC	183318/6	11/14/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	8.16
T OR C HARDWARE INC	183322/6	11/14/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	1.51
T OR C HARDWARE INC	183329/6	11/14/2025	OPEN P.O. FOR FIELD SUPPLIES..	101-1014-44607	4.36
T OR C HARDWARE INC	183367/6	11/14/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	34.18
T OR C HARDWARE INC	183387/6	11/14/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	59.35
T OR C HARDWARE INC	183396/6	11/14/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	22.78
T OR C HARDWARE INC	183411/6	11/14/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	123.49
T OR C HARDWARE INC	183449/6	11/14/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	40.84
T OR C HARDWARE INC	183518/6	11/14/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	13.29
T OR C HARDWARE INC	183520/6	11/14/2025	OPEN P.O. FOR FIELD SUPPLIES..	101-1014-44607	19.72
T OR C HARDWARE INC	183620/6	11/14/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	36.05

AP EOM REPORT NOVEMBER 2025

Payment Dates: 11/1/2025 - 11/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
T OR C HARDWARE INC	183622/6	11/14/2025	OPEN P.O. FOR FIELD SUPPLIES...	101-1014-44607	14.24
T OR C HARDWARE INC	183624/6	11/14/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	1.51
T OR C HARDWARE INC	183632/6	11/14/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	56.99
KATHRYN ELLIOTT DBA CIVILIT...203		11/14/2025	GOVERNMENT RELATIONS	101-1000-43598	1,619.06
SIERRA ELECTRIC CO-OP INC	2154 11/4/2025	11/14/2025	AIRPORT - ELECTRIC	101-1018-43780	1,069.53
POLICE DEPARTMENT BANK O...	2492 82259	11/14/2025	2025 NMPET ANNUAL CONFE...	101-1007-42720	300.00
POLICE DEPARTMENT BANK O...	2492 82259	11/14/2025	2025 NMPET CONFERENCE &...	101-1007-43770	50.00
POLICE DEPARTMENT BANK O...	2492 82649	11/14/2025	PROFESSIONAL ATTIRE FOR C...	101-1008-42620	199.39
ALARM CONTROL TECHNOLOG...	40510	11/14/2025	FIRE ALARM MONITORING OP...	101-1014-47410	26.91
ALARM CONTROL TECHNOLOG...	40511	11/14/2025	FIRE ALARM MONITORING OP...	101-1014-47410	26.91
COMMUNITY DEVELOPMENT ...	4301 82604	11/14/2025	REGISTRATION INFRASTRUCT...	101-1010-42720	350.00
SIERRA COUNTY SENTINEL	4389	11/14/2025	HELP WANTED ADS - FY23-24 -...	101-1004-43740	552.71
FINANCE BANK OF AMERICA	5596 82279	11/14/2025	BACKGROUND CHECKS - NH A...	101-1004-48599	70.74
FINANCE BANK OF AMERICA	5596 82478	11/14/2025	PER DIEM (MEALS)	101-1004-42310	149.85
FINANCE BANK OF AMERICA	5596 82478	11/14/2025	LODGING -CROWN PLAZA	101-1004-42310	929.64
FINANCE BANK OF AMERICA	5596 82715	11/14/2025	NM INFRASTRUCTURE CONF. ...	101-1004-42720	700.00
FINANCE BANK OF AMERICA	5596/4301 82512	11/14/2025	LODGING- HOLIDAY INN- TA	101-1003-42310	166.51
FINANCE BANK OF AMERICA	5596/4301 82512	11/14/2025	PER DIEM/MEALS-TA	101-1003-42310	23.53
FINANCE BANK OF AMERICA	5596/4301 82512	11/14/2025	LODGING-HOLIDAY INN-JH	101-1004-42310	166.51
FINANCE BANK OF AMERICA	5596/4301 82512	11/14/2025	PER DIEM/MEALS-JH	101-1004-42310	23.53
SIERRA ELECTRIC CO-OP INC	5764 11/4/2025	11/14/2025	MIMS AREA - ELECTRIC	101-1018-43780	583.51
CITY MANAGER BANK OF AM...	6162 82605	11/14/2025	REGISTRATION INFRASTRUCT...	101-1003-42720	350.00
CITY CLERK BANK OF AMERICA	7479 82422	11/14/2025	GODADDY DOMAIN RENEWALS	101-1001-43770	55.38
CITY CLERK BANK OF AMERICA	7479 82541	11/14/2025	ANGELA TORRES ANNUAL SU...	101-1001-43770	259.97
CITY CLERK BANK OF AMERICA	7479 82696	11/14/2025	IIMC MEMBERSHIP DUES 12/...	101-1001-43770	195.00
QUEST DIAGNOSTICS INC	9218011484	11/14/2025	SCREENING & MRO FEE FY 25-...	101-1004-48599	295.50
XEROX CORP OLD	024544010	11/21/2025	POLICE DEPT XEROX EQUIPM...	101-1007-43465	216.81
WINDSTREAM CORPORATION	101131348 11/19/2025	11/21/2025	CITY MANAGER OPEN PO FY2...	101-1003-43775	92.04
MPG SERVICES LLC	10496	11/21/2025	TAX (LABOR)	101-1014-43403	108.02
MPG SERVICES LLC	10496	11/21/2025	REPAIR A/C AT COMMISSION ...	101-1014-43403	1,289.75
CITY UTILITIES	11/10/2025	11/21/2025	GENERAL FUND LANDFILL	101-1018-43780	44,217.07
CITY UTILITIES	11/6 & 11/13/2025	11/21/2025	GENERAL FUND CYCLE A & B	101-1018-43780	8,395.85
AMAZON CAPITAL SERVICES I...	13PT-1PVK-3NHG	11/21/2025	SHIPPING	101-1009-44607	6.99
AMAZON CAPITAL SERVICES I...	13PT-1PVK-3NHG	11/21/2025	HOLIDAY DECORATIONS	101-1009-44607	982.75
WILSON & COMPANY INC ENG...	143438	11/21/2025	WATER SYSTEM SERVICES INF...	101-1010-48598	1,954.72
AMAZON CAPITAL SERVICES I...	116N-19NX-3CHW	11/21/2025	SHIPPING	101-1010-44606	0.74
AMAZON CAPITAL SERVICES I...	116N-19NX-3CHW	11/21/2025	OFFICE SUPPLIES	101-1010-44606	14.97
AMAZON CAPITAL SERVICES I...	1TXG-YHYL-3JDY	11/21/2025	SHIPPING	101-1010-44606	6.25
AMAZON CAPITAL SERVICES I...	1TXG-YHYL-3JDY	11/21/2025	OFFICE SUPPLIES	101-1010-44606	200.29
SIERRA VISTA HOSPITAL SIERR...	41000414	11/21/2025	COLLECTION DRUG TEST FEE ...	101-1004-48599	125.00
THE EMBLEM AUTHORITY	50269	11/21/2025	ROCKERS FOR UNIFORMS	101-1008-42620	185.50
TESTONS FREEWAY CHEVRON	6625	11/21/2025	ANIMAL SHELTER FUEL	101-1006-43316	66.23
TESTONS FREEWAY CHEVRON	6627	11/21/2025	OPEN PO - UNLEADED/DIESEL ...	101-1009-43316	883.48
GRAINGER INC	9701014418	11/21/2025	C-FOLD PAPER HAND TOWELS	101-1014-44607	52.45
GRAINGER INC	9701014418	11/21/2025	T-8 BALLAST	101-1014-44607	422.20
GRAINGER INC	9701014418	11/21/2025	T-8 FLUORESCENT LIGHT BULB	101-1014-44607	495.75
NM RETIREE HEALTH CARE	PPE 2025-10-31	11/21/2025	CITY CLERK'S OFFICE	101-1001-41226	176.38
NM RETIREE HEALTH CARE	PPE 2025-10-31	11/21/2025	CITY MANAGER'S OFFICE	101-1003-41226	124.08
NM RETIREE HEALTH CARE	PPE 2025-10-31	11/21/2025	FINANCE / ADMIN SERVICES	101-1004-41226	463.80
NM RETIREE HEALTH CARE	PPE 2025-10-31	11/21/2025	ANIMAL SHELTER	101-1006-41226	171.94
NM RETIREE HEALTH CARE	PPE 2025-10-31	11/21/2025	POLICE DEPT	101-1007-41226	1,359.10
NM RETIREE HEALTH CARE	PPE 2025-10-31	11/21/2025	ANIMAL CONTROL	101-1008-41226	82.87
NM RETIREE HEALTH CARE	PPE 2025-10-31	11/21/2025	PARKS & RECREATION	101-1009-41226	138.38
NM RETIREE HEALTH CARE	PPE 2025-10-31	11/21/2025	COMMUNITY DEVELOPEMENT	101-1010-41226	102.67
NM RETIREE HEALTH CARE	PPE 2025-10-31	11/21/2025	STREET DEPT	101-1011-41226	308.66
NM RETIREE HEALTH CARE	PPE 2025-10-31	11/21/2025	COMMUNITY SERVICES	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2025-10-31	11/21/2025	FACILITY MANAGEMENT	101-1014-41226	257.54
NM RETIREE HEALTH CARE	PPE 2025-10-31	11/21/2025	LIBRARY	101-1016-41226	237.16
NM RETIREE HEALTH CARE	PPE 2025-11-14	11/21/2025	CITY CLERK'S OFFICE	101-1001-41226	176.38
NM RETIREE HEALTH CARE	PPE 2025-11-14	11/21/2025	CITY MANAGER'S OFFICE	101-1003-41226	183.84

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2025-11-14	11/21/2025	FINANCE / ADMIN SERVICES	101-1004-41226	436.82
NM RETIREE HEALTH CARE	PPE 2025-11-14	11/21/2025	ANIMAL SHELTER	101-1006-41226	171.94
NM RETIREE HEALTH CARE	PPE 2025-11-14	11/21/2025	POLICE DEPT	101-1007-41226	1,266.46
NM RETIREE HEALTH CARE	PPE 2025-11-14	11/21/2025	ANIMAL CONTROL	101-1008-41226	82.87
NM RETIREE HEALTH CARE	PPE 2025-11-14	11/21/2025	PARKS & RECREATION	101-1009-41226	161.90
NM RETIREE HEALTH CARE	PPE 2025-11-14	11/21/2025	COMMUNITY DEVELOPEMENT	101-1010-41226	102.67
NM RETIREE HEALTH CARE	PPE 2025-11-14	11/21/2025	STREET DEPT	101-1011-41226	308.66
NM RETIREE HEALTH CARE	PPE 2025-11-14	11/21/2025	COMMUNITY SERVICES	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2025-11-14	11/21/2025	FACILITY MANAGEMENT	101-1014-41226	218.62
NM RETIREE HEALTH CARE	PPE 2025-11-14	11/21/2025	LIBRARY	101-1016-41226	237.16
MARLIN LEASING CORPORATI...	41207886	11/24/2025	CLERKS OFFICE OPEN PO FY25...	101-1001-43465	246.78
MARLIN LEASING CORPORATI...	41207886	11/24/2025	CITY MANAGER OPEN PO FY2...	101-1003-43465	356.58
MARLIN LEASING CORPORATI...	41207886	11/24/2025	FINANCE OFFICE OPEN PO FY...	101-1004-43465	296.14
MARLIN LEASING CORPORATI...	41207886	11/24/2025	POLICE DEPT OPEN PO FY25/26	101-1007-43465	592.28
MARLIN LEASING CORPORATI...	41207886	11/24/2025	PARKS DEPT OPEN PO FY25/26	101-1009-43465	246.78
MARLIN LEASING CORPORATI...	41207886	11/24/2025	FACILITIES DEPT OPEN PO FY2...	101-1014-43465	74.04
WILLIAM I BUHLER	OCT 2025	11/24/2025	FISH POND WATER RIGHTS FY...	101-1009-43770	250.00
TYLER TECHNOLOGIES INC	025-535207	11/25/2025	TYLER TUTORING FINANCE, PR...	101-1004-42720	346.80
GALLS LLC	033119695	11/25/2025	SAFETY GEAR FOR CODES OFF...	101-1008-44615	58.99
SIERRA VISTA HOSPITAL SIERR...	11/24/2025	11/25/2025	OPEN PO HOSPITAL GRT DISTR...	101-1017-48599	37,069.41
TURTLEBACK PEST CONTROL I...	111180	11/25/2025	TURTLEBACK PEST CONTROL ...	101-1014-43403	1,074.00
JARAMILLO ACCOUNTING GR...	2643	11/25/2025	RFP YEAR 1 OF 4- FY AUDIT SE...	101-1018-48596	5,381.25
EWING IRRIGATION	28434217	11/25/2025	7 X 7 BURLAP TRASH SQUARE	101-1009-44607	139.80
UNIFIRST HOLDINGS INC DBA ...	2880309657	11/25/2025	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880311982	11/25/2025	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880314164	11/25/2025	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	52.83
UNIFIRST HOLDINGS INC DBA ...	2880316561	11/25/2025	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	37.93
DOCUMENT SOLUTION INC	395390	11/25/2025	CITY CLERK OFFICE SHARP OV...	101-1001-43465	232.89
DOCUMENT SOLUTION INC	395390	11/25/2025	CITY MANAGER OFFIC SHARP ...	101-1003-43465	766.48
DOCUMENT SOLUTION INC	395390	11/25/2025	FINANCE OFFICE SHARP OVER...	101-1004-43465	279.20
DOCUMENT SOLUTION INC	395390	11/25/2025	POLICE DEPT SHARP OVERAGE...	101-1007-43465	216.65
DOCUMENT SOLUTION INC	395390	11/25/2025	PARKS DEPT SHARP OVERAGE...	101-1009-43465	10.14
DOCUMENT SOLUTION INC	395390	11/25/2025	FACILITY MAINT SHARP OVER...	101-1014-43465	12.69
VERIZON WIRELESS	6128551667	11/25/2025	CITY CLERK OPEN PO FY25/26	101-1001-43775	231.20
VERIZON WIRELESS	6128551667	11/25/2025	CITY MANAGER OPEN PO FY2...	101-1003-43775	224.86
VERIZON WIRELESS	6128551667	11/25/2025	FINANCE OPEN PO FY25/26	101-1004-43775	279.18
VERIZON WIRELESS	6128551667	11/25/2025	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	101.93
VERIZON WIRELESS	6128551667	11/25/2025	POLICE DEPT OPEN PO FY25/26	101-1007-43775	1,013.34
VERIZON WIRELESS	6128551667	11/25/2025	ANIMAL CONTROL OPEN PO F...	101-1008-43775	59.48
VERIZON WIRELESS	6128551667	11/25/2025	PARKS DEPT OPEN PO FY25/26	101-1009-43775	126.23
VERIZON WIRELESS	6128551667	11/25/2025	COMMUNITY DEVELOPEMENT...	101-1010-43775	43.22
VERIZON WIRELESS	6128551667	11/25/2025	STREETS DEPT OPEN PO FY25/...	101-1011-43775	169.10
VERIZON WIRELESS	6128551667	11/25/2025	FACILITIES MAINT OPEN PO F...	101-1014-43775	100.64
WILLIAM I BUHLER	DEC 2025	11/25/2025	FISH POND WATER RIGHTS FY...	101-1009-43770	250.00

Fund 101 - General Total: 148,072.11

Fund: 209 - Fire

DOCUMENT SOLUTION INC	391126	11/07/2025	FIRE DEPT SHARP OVERAGE O...	209-1603-43465	3.94
ZOLL Medical Corporation	4337337	11/07/2025	AED PLUS W/GRAPHICAL COV...	209-1603-44607	10,448.20
ZOLL Medical Corporation	4337337	11/07/2025	CPR STAT-PADZ HVP MULTI-F...	209-1603-44607	587.12
ZOLL Medical Corporation	4337337	11/07/2025	TYPE 123 LITHIUM BATTERIES...	209-1603-44607	528.08
ZOLL Medical Corporation	4337337	11/07/2025	CPR STAT-PADZ HVP MULTI-F...	209-1603-44607	467.40
ZOLL Medical Corporation	4337337	11/07/2025	PEDI-PADZ II PEDIATRIC MULTI...	209-1603-44607	671.58
MUNICIPAL EMERGENCY SERV...	IN2335806	11/07/2025	FIELD SUPPLIES	209-1603-44607	5,825.00
XEROX CORP OLD	024544020	11/21/2025	FIRE DEPT XEROX EQUIPMENT...	209-1603-43465	251.62
WINDSTREAM CORPORATION	100377628	11/21/2025	FIRE DEPT OPEN PO FY25/26	209-1603-43775	129.86
RONALD W HOSKINS JR DBA ...	11/17/2025	11/21/2025	LABOR ON PUMP REPAIR	209-1603-47420	225.00
RONALD W HOSKINS JR DBA ...	11/17/2025	11/21/2025	HOSE HYDRAULIC	209-1603-47420	103.98
LYNNS LANDSCAPE	2874	11/21/2025	OPEN PO FOR MONTHLY CLE...	209-1603-47415	525.62
TESTONS FREEWAY CHEVRON	6628	11/21/2025	OPEN PO FOR GAS/FUEL FY 25...	209-1603-43316	65.86
MUNICIPAL EMERGENCY SERV...	IN2367660	11/21/2025	FIELD SUPPLIES	209-1603-44607	2,350.00

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MARLIN LEASING CORPORATI...	41207886	11/24/2025	FIRE DEPT OPEN PO FY25/26	209-1603-43465	246.78
DOCUMENT SOLUTION INC	395390	11/25/2025	FIRE DEPT SHARP OVERAGE O...	209-1603-43465	3.79
VERIZON WIRELESS	6128551667	11/25/2025	FIRE DEPT OPEN PO FY25/26	209-1603-43775	123.27
Fund 209 - Fire Total:					22,557.10

Fund: 211 - Law Enforce Prot

GALLS LLC	032977813	11/07/2025	SAFETY GEAR FOR OFFICERS	211-2003-44615	140.00
THE LINE LLC	1031252	11/07/2025	OPEN PO FOR MISCELLANEOU...	211-2003-44573	12.00
GRAINGER INC	9679206400	11/07/2025	PATROL BOOTS FOR OFFICER	211-2003-44615	171.36
POLICE DEPARTMENT BANK O...	2492 82574	11/14/2025	UNIFORM EQUIPMENT FOR O...	211-2003-44573	189.54
POLICE DEPARTMENT BANK O...	2492 82587	11/14/2025	UNIFORM ITEMS FOR OFFICERS	211-2003-44573	406.41
POLICE DEPARTMENT BANK O...	2492 82597	11/14/2025	NMLEC REGISTRATION AND L...	211-2003-42535	900.00
POLICE DEPARTMENT BANK O...	2492 82628	11/14/2025	UNIFORM EQUIPMENT FOR O...	211-2003-44573	37.92
POLICE DEPARTMENT BANK O...	2492 82629	11/14/2025	UNIFORM ITEMS FOR OFFICER	211-2003-44573	379.31
POLICE DEPARTMENT BANK O...	2492 82646	11/14/2025	PROFESSIONAL ATTIRE FOR C...	211-2003-44573	314.29
POLICE DEPARTMENT BANK O...	2492 82647	11/14/2025	FIREARM HOLSTER FOR SRT	211-2003-44573	189.53
POLICE DEPARTMENT BANK O...	2492 82652	11/14/2025	LODGING LNM CORE SESSION ...	211-2003-42535	545.28
POLICE DEPARTMENT BANK O...	2492 82659	11/14/2025	UNIFORM ITEMS FOR OFFICER	211-2003-44573	205.91
POLICE DEPARTMENT BANK O...	2492 82672	11/14/2025	EVIDENCE STORAGE ITEMS	211-2003-44607	344.55
POLICE DEPARTMENT BANK O...	2492 82674	11/14/2025	REGISTRATIONS FOR NMLEA ...	211-2003-42535	800.00
POLICE DEPARTMENT BANK O...	2492 82677	11/14/2025	REALITY BASED TRAINING PR...	211-2003-44607	101.81
POLICE DEPARTMENT BANK O...	2492 82693	11/14/2025	PATROL BOOTS FOR OFFICER ...	211-2003-44615	233.01
POLICE DEPARTMENT BANK O...	2492 82701	11/14/2025	LONG SLEEVE UNIFORM SHIR...	211-2003-44573	205.91
SIRCHIE ACQUISITION CO LLC	0712953-IN	11/21/2025	EVIDENCE COLLECTION ITEMS	211-2003-44607	1,027.10
SIRCHIE ACQUISITION CO LLC	0718347-IN	11/21/2025	EVIDENCE COLLECTION ITEMS	211-2003-44607	186.20
THE LINE LLC	1009253	11/21/2025	OPEN PO FOR MISCELLANEOU...	211-2003-44573	12.00
THE LINE LLC	1009254	11/21/2025	OPEN PO FOR MISCELLANEOU...	211-2003-44573	24.00
THE LINE LLC	111720251	11/21/2025	OPEN PO FOR GEAR FOR OFFI...	211-2003-44573	295.50
KAUFMANS WEST LLC	20020V	11/21/2025	EQUIPMENT AND UNIFORM I...	211-2003-44573	251.99
BARTOO SAND & GRAVEL INC	M60253	11/21/2025	ASPHALT MILLINGS FOR GUN ...	211-2003-44613	1,410.00
GALLS PARENT HOLDINGS LLC...	033069509	11/25/2025	BACKORDERED ENTRY TOOL	211-2003-44607	180.38
KAUFMANS WEST LLC	20054V	11/25/2025	PANTS FOR CARREON	211-2003-44573	212.50
Fund 211 - Law Enforce Prot Total:					8,776.50

Fund: 214 - Lodgers Tax

GERONIMO TRAIL SCENIC BY...	11/4/2025	11/07/2025	FY 25/26 SUBRECIPIENT ALLO...	214-2540-60725	508.33
SIERRA AUTO PARTS LLC	341113	11/07/2025	OPEN PO FIELD SUPPLIES FY26...	214-2503-44608	49.99
SIERRA COUNTY SENTINEL	4388	11/07/2025	PIO PRINT ADS	214-2540-60725	1,137.94
COOPERATIVE EDUCATIONAL ...	24-161030	11/14/2025	WATCH FIRE SIGNS-LYNCO EL...	214-2503-44607	172,806.39
GOLF COURSE BANK OF AMER...	3161 82583	11/14/2025	LIME 40 LB PELLETIZED	214-2503-44608	286.59
CITY MANAGER BANK OF AM...	7120 82584	11/14/2025	SALES TAX	214-2503-43999	20.09
CITY MANAGER BANK OF AM...	7120 82584	11/14/2025	Annual Adobe Professional Lic...	214-2503-43999	239.88
SUNNY 505	004124	11/21/2025	NM GRT	214-2560-60725	221.69
SUNNY 505	004124	11/21/2025	FY 25/26 ADVERTISING CONTI...	214-2560-60725	29,588.56
COOPERATIVE EDUCATIONAL ...	24-161322	11/21/2025	LODGERS TAX-SHORT FALL OF...	214-2503-43999	315.16
NM RETIREE HEALTH CARE	PPE 2025-10-31	11/21/2025	LODGERS TAX	214-2503-41226	38.33
NM RETIREE HEALTH CARE	PPE 2025-11-14	11/21/2025	LODGERS TAX	214-2503-41226	55.82
VERIZON WIRELESS	6128551667	11/25/2025	PUBLIC INFORMATION OPEN ...	214-2540-43775	61.92
Fund 214 - Lodgers Tax Total:					205,330.69

Fund: 216 - Muni Street

BOOT BARN	176691	11/07/2025	SAFETY BOOTS FOR BUSTER ...	216-4503-44615	200.00
T OR C HARDWARE INC	183223/6	11/14/2025	NUTS AND BOLTS	216-4503-44607	108.28
SANCO OIL LLC	58393	11/14/2025	FUEL	216-4503-43316	119.93
SANCO OIL LLC	58394	11/14/2025	FUEL	216-4503-43316	127.84
SANCO OIL LLC	58395	11/14/2025	FUEL	216-4503-43316	112.33
SANCO OIL LLC	58397	11/14/2025	FUEL	216-4503-43316	77.28
PETES EQUIPMENT INC	0035844	11/21/2025	PARTS FOR SWEEPER	216-4503-47420	1,720.16
SANCO OIL LLC	1614	11/21/2025	FUEL	216-4503-43316	131.35
UNIFIRST HOLDINGS INC DBA ...	2880309665	11/21/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	56.06
UNIFIRST HOLDINGS INC DBA ...	2880312001	11/21/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	56.06
UNIFIRST HOLDINGS INC DBA ...	2880314166	11/21/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	240.67

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SANCO OIL LLC	58398	11/21/2025	FUEL	216-4503-43316	138.15
SANCO OIL LLC	58399	11/21/2025	FUEL	216-4503-43316	90.83
TESTONS FREEWAY CHEVRON	6626	11/21/2025	TESTON FUEL	216-4503-43316	1,531.27
DOCUMENT SOLUTION INC	395154	11/25/2025	STREET DEPT SHARP OVERAGE..	216-4503-43465	7.25
MARLIN LEASING CORPORATI...	41202683	11/25/2025	STREET DEPT OPEN PO FY25/...	216-4503-43465	198.07
Fund 216 - Muni Street Total:					4,915.53
Fund: 294 - State Library					
DOCUMENT SOLUTION INC	391126	11/07/2025	LIBRARY SHARP OVERAGE OP...	294-5003-60834	28.08
MARLIN LEASING CORPORATI...	41207886	11/24/2025	LIBRARY OPEN PO FY25/26	294-5003-60834	320.82
DOCUMENT SOLUTION INC	395390	11/25/2025	LIBRARY SHARP OVERAGE OP...	294-5003-60834	20.02
VERIZON WIRELESS	6128551667	11/25/2025	LIBRARY OPEN PO FY25/26	294-5003-60834	118.39
Fund 294 - State Library Total:					487.31
Fund: 295 - Muni Pool					
NM RETIREE HEALTH CARE	PPE 2025-10-31	11/21/2025	POOL	295-4803-41226	4.27
NM RETIREE HEALTH CARE	PPE 2025-11-14	11/21/2025	POOL	295-4803-41226	21.34
MARLIN LEASING CORPORATI...	41207886	11/24/2025	POOL OPEN PO FY25/26	295-4803-43465	49.36
VERIZON WIRELESS	6128551667	11/25/2025	POOL OPEN PO FY25/26	295-4803-43775	68.46
Fund 295 - Muni Pool Total:					143.43
Fund: 296 - PD GRT					
ADRIAN CASTANEDA	000516	11/07/2025	VEHICLE CARE FOR UNIT	296-2403-48598	541.88
ADSLCNM INC DBA AMERICAN..	0537631	11/07/2025	BI-MONTHLY DOCUMENT DES...	296-2403-48598	125.26
WILLIAM PHILIP BUCKLEY	11/20/2025	11/25/2025	ARCHITECTUAL SERVICES FOR...	296-2403-80805	8,104.69
Fund 296 - PD GRT Total:					8,771.83
Fund: 299 - SPECIAL REVENUE FUNDS					
ARENAS VALLEY ANIMAL CLIN...	105315	11/07/2025	BEST FRIENDS MEDICAL FUND	299-7051-48710	455.73
ARENAS VALLEY ANIMAL CLIN...	105656	11/07/2025	BEST FRIENDS MEDICAL FUND	299-7051-48710	206.81
Fund 299 - SPECIAL REVENUE FUNDS Total:					662.54
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	100550724	11/17/2025	VETERANS WALL OPEN PO FY...	303-4703-43775	266.56
Fund 303 - Vet Wall Total:					266.56
Fund: 315 - CI Reserve					
WILSON & COMPANY INC ENG...	143440	11/21/2025	SYSTEM REDUNDANCY & HYD...	315-7027-48598	124,712.95
COOPERATIVE EDUCATIONAL ...	24-161322	11/21/2025	SKATE PARK CONSTRUCTION ...	315-8012-80845	3,380.45
COOPERATIVE EDUCATIONAL ...	24-161322	11/21/2025	SKATE PARK CONSTRUCTION ...	315-8013-80845	21,832.12
Fund 315 - CI Reserve Total:					149,925.52
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS					
WILSON & COMPANY INC ENG...	137358	11/25/2025	TAX	320-6603-80860	268.55
WILSON & COMPANY INC ENG...	137358	11/25/2025	ENGINEERING SERVICES MSD...	320-6603-80860	3,522.00
WILSON & COMPANY INC ENG...	138203	11/25/2025	ENGINEERING SERVICES MSD...	320-6603-80860	1,835.76
WILSON & COMPANY INC ENG...	138203	11/25/2025	TAX	320-6603-80860	139.98
WILSON & COMPANY INC ENG...	139111	11/25/2025	TAX	320-6603-80860	491.71
WILSON & COMPANY INC ENG...	139111	11/25/2025	ENGINEERING SERVICES MSD...	320-6603-80860	6,448.70
Fund 320 - USDA WATER SYSTEM IMPROVEMENTS Total:					12,706.70
Fund: 380 - OTHER STATE FUNDED PROJECTS					
AMAZON CAPITAL SERVICES I...	1CXK-PDML-4HFQ	11/07/2025	GLOBAL INDUSTRIAL OUTDO...	380-7053-44607	2,490.35
AMAZON CAPITAL SERVICES I...	1CXK-PDML-4HFQ	11/07/2025	GLOBAL INDUSTRIAL OUTDO...	380-7053-44607	3,202.86
AMAZON CAPITAL SERVICES I...	1CXK-PDML-4HFQ	11/07/2025	GLOBAL INDUSTRIAL OUTDO...	380-7053-44607	4,804.96
WILSON & COMPANY INC ENG...	143443	11/21/2025	WA SYSTEM IMPROVEMENTS ...	380-7034-80860	3,315.16
MRWM LANDSCAPE ARCHITE...	25-11068 / 76179	11/21/2025	NMGRT @ 7.875%	380-7020-48598	116.87
MRWM LANDSCAPE ARCHITE...	25-11068 / 82234	11/21/2025	T OR C GREAT BLOCKS-FOCH S...	380-7020-80860	10,956.25
MRWM LANDSCAPE ARCHITE...	25-11068 / 82234	11/21/2025	SALES TAX	380-7020-80860	718.54
Fund 380 - OTHER STATE FUNDED PROJECTS Total:					25,604.99
Fund: 403 - Pledge State DEBT SERVICE					
NEW MEXICO FINANCE AUTH...	10/28/2025	11/07/2025	NMFA PPRF-2613 TORC 18 M...	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	10/28/2025	11/07/2025	NMFA PPRF-2737 TORC 19 M...	403-1203-12919	7,598.73
NEW MEXICO FINANCE AUTH...	10/28/2025	11/07/2025	NMFA PPRF-5652 MONTHLY ...	403-1203-12952	15,438.95
NEW MEXICO FINANCE AUTH...	10/28/2025	11/07/2025	NMFA DW-4794 MONTHLY D...	403-1203-90905	2,572.83

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NEW MEXICO FINANCE AUTH...	10/28/2025	11/07/2025	NMFA DW-4794 MONTHLY D...	403-1203-90925	125.00
BANK OF THE SOUTHWEST	10/28/25	11/07/2025	INTEREST PAYMENTS WISPI 2...	403-1203-90910	45.89
BANK OF THE SOUTHWEST	11/20/2025	11/25/2025	INCREASED AMOUNT APPROV...	403-1203-90910	5,388.33
Fund 403 - Pledge State DEBT SERVICE Total:					31,860.31

Fund: 502 - UTILITY OFFICE-UTILITY BILLING

DOCUMENT SOLUTION INC	391126	11/07/2025	UTILITY OFFICE SHARP OVERA...	502-3601-43465	29.30
XEROX CORP OLD	024544019	11/21/2025	UTILITY OFFICE XEROX EQUIP...	502-3601-43465	321.28
NM RETIREE HEALTH CARE	PPE 2025-10-31	11/21/2025	UTILITY OFFICE	502-3601-41226	214.32
NM RETIREE HEALTH CARE	PPE 2025-11-14	11/21/2025	UTILITY OFFICE	502-3601-41226	256.63
MARLIN LEASING CORPORATI...	41207886	11/24/2025	UTILITY BILLING OPEN PO FY2...	502-3601-43465	394.86
DOCUMENT SOLUTION INC	395390	11/25/2025	UTILITY OFFICE SHARP OVERA...	502-3601-43465	28.35
VERIZON WIRELESS	6128551667	11/25/2025	UTILITY BILLING OPEN PO FY2...	502-3601-43775	183.01
Fund 502 - UTILITY OFFICE-UTILITY BILLING Total:					1,427.75

Fund: 503 - Electric

ALTEC INDUSTRIES INC	13286999	11/07/2025	FREIGHT (ADDED COST)	503-3702-47420	260.26
ALTEC INDUSTRIES INC	13286999	11/07/2025	027690077 HYDRAULIC HOSE ...	503-3702-47420	1,010.51
WESTERN UNITED ELECTRIC	6156781	11/07/2025	AL 4/0 NTN LUG 2 HOLE	503-3702-44607	461.00
WESTERN UNITED ELECTRIC	6156783	11/07/2025	2174P POLR TOP PIN	503-3702-44607	1,485.45
WESTERN UNITED ELECTRIC	6156783	11/07/2025	ADDED FIVE EXTRA POLR TOP ...	503-3702-44607	165.05
WESTERN UNITED ELECTRIC	6157086	11/07/2025	4SD BARE COPPER 200'	503-3702-44607	1,248.00
WESTERN UNITED ELECTRIC	6157086	11/07/2025	8816 16" MACHINE BOLT	503-3702-44607	184.20
WESTERN UNITED ELECTRIC	6157086	11/07/2025	TB250009603X3 TANGENT CR...	503-3702-44607	1,362.84
WESTERN UNITED ELECTRIC	6157086	11/07/2025	29958 5/8X8" EYE BOLT	503-3702-44607	246.25
WESTERN UNITED ELECTRIC	6157086	11/07/2025	29962 5/8X12 EYE BOLT	503-3702-44607	269.75
WESTERN UNITED ELECTRIC	6157086	11/07/2025	DG-4542 GRIP DE #2	503-3702-44607	295.00
WESTERN UNITED ELECTRIC	6157086	11/07/2025	29960 5/8X10 EYE BOLT	503-3702-44607	406.50
WESTERN UNITED ELECTRIC	6157086	11/07/2025	33 SUPER 3/4X76 ELECTRIC T...	503-3702-44607	507.52
WESTERN UNITED ELECTRIC	6157086	11/07/2025	DA3000096E3B7X3 DE CROSS...	503-3702-44607	2,685.00
WESTERN UNITED ELECTRIC	6157086	11/07/2025	HDS057 DEAD END SHOE	503-3702-44607	1,336.50
SSA SOLAR OF NM 4 LLC MN8	NM-14-015A-202510-01	11/07/2025	POWER SERVICES- OPEN PO FY...	503-3702-50795	14,906.99
TRI STATE GENERATION & TR...	1059013	11/14/2025	POWER SERVICE- OPEN PO FY...	503-3702-50795	36,970.37
WEX BANK	108315359 - EL	11/14/2025	WEX ELECTRIC	503-3702-43316	50.74
BUREAU OF LAND MANAGEM...	2026002484	11/14/2025	MUD MOUNTAIN SITE RENTAL...	503-3702-43770	253.58
ELECTRIC BANK OF AMERICA	4453 82573	11/14/2025	JESUS NAVARRO TRAVEL FORM	503-3702-42310	703.41
ELECTRIC BANK OF AMERICA	4453 82573	11/14/2025	JAMES SCOTT TRAVEL FORM	503-3702-42310	703.41
SIERRA ELECTRIC CO-OP INC	716800 11/10/2025	11/14/2025	POWER SERVICES-OPEN PO FY...	503-3702-50795	231,757.80
VERIZON WIRELESS	342336585-00001	11/21/2025	ELECTRIC DEPT OPEN PO FY25...	503-3702-43775	55.18
TESTONS FREEWAY CHEVRON	6629	11/21/2025	GAS/DIESEL FUEL PURCHASES...	503-3702-43316	1,454.19
NM RETIREE HEALTH CARE	PPE 2025-10-31	11/21/2025	ELECTRIC DEPT	503-3702-41226	387.05
NM RETIREE HEALTH CARE	PPE 2025-11-14	11/21/2025	ELECTRIC DEPT	503-3702-41226	387.04
MARLIN LEASING CORPORATI...	41207886	11/24/2025	ELECTRIC DEPT OPEN PO FY25...	503-3702-43465	123.40
WESTERN AREA POWER ADM...	JJPB1798A1025	11/24/2025	BASE DEMAND & BASE ENER...	503-3702-50795	43,180.26
ZIA UTILITY SERVICES LLC	5348	11/25/2025	NEW CLASS 2 GLOVES SIZE 9	503-3702-44615	370.00
ZIA UTILITY SERVICES LLC	5348	11/25/2025	GLOVES TESTED	503-3702-44615	264.00
ZIA UTILITY SERVICES LLC	5348	11/25/2025	SLEEVES TESTED	503-3702-44615	130.00
ZIA UTILITY SERVICES LLC	5348	11/25/2025	NEW CLASS 0 GLOVES SIZE 10	503-3702-44615	130.00
VERIZON WIRELESS	6128551667	11/25/2025	ELECTRIC DEPT OPEN PO FY25...	503-3702-43775	489.85
WESTERN UNITED ELECTRIC	6158636	11/25/2025	C1070W STEEL POLE 70' CLASS...	503-3702-44607	6,270.00
WESTERN UNITED ELECTRIC	6158636	11/25/2025	FREIGHT	503-3702-44607	4,580.00
WESTERN UNITED ELECTRIC	6158707	11/25/2025	750KVA 3 PHASE TRANSFORM...	503-3702-44607	31,038.00
WESTERN UNITED ELECTRIC	6158718	11/25/2025	25 KVA I PHASE CSP POLE 12...	503-3702-44607	2,604.67
WESTERN UNITED ELECTRIC	6158721	11/25/2025	3512 LOCK NUT 5/8	503-3702-44607	740.00
WESTERN UNITED ELECTRIC	6158722	11/25/2025	33 SUPER 3/4X76 ELECTRIC T...	503-3702-44607	285.48
WESTERN UNITED ELECTRIC	6158723	11/25/2025	8814 5/8X14 MACHINE BOLT	503-3702-44607	271.80
WESTERN UNITED ELECTRIC	6158724	11/25/2025	5202 SPLICE AUTO STRANDVI...	503-3702-44607	2,456.50
WESTERN UNITED ELECTRIC	6158724	11/25/2025	DS15M INSU DE POLYMER 15...	503-3702-44607	2,374.92
WESTERN UNITED ELECTRIC	6158724	11/25/2025	IMC400 CONDUIT 4" 10'	503-3702-44607	964.40
WESTERN UNITED ELECTRIC	6158724	11/25/2025	3/8 SM CLASS A 250' COILS G...	503-3702-44607	680.00
WESTERN UNITED ELECTRIC	6158724	11/25/2025	CV40-31C VENTILATOR CAP 3 ...	503-3702-44607	484.26

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WESTERN UNITED ELECTRIC	6158724	11/25/2025	GDE-1107 GRIP GUY DE 3/8	503-3702-44607	192.50
Fund 503 - Electric Total:					397,183.63

Fund: 504 - Water

FERGUSON ENTERPRISES LLC	1581693	11/07/2025	WATER CLAMP RESTOCK REFE...	504-3803-44607	10,090.74
STAPLES CONTRACT & COMM...	6037943777	11/07/2025	ORIGINAL PO#82192. OFFICE ...	504-3803-44606	28.59
STAPLES CONTRACT & COMM...	6044885287	11/07/2025	W WW OFFICE SUPPLIES	504-3803-44606	40.79
STAPLES CONTRACT & COMM...	6045085323	11/07/2025	W/WW OFFICE SUPPLIES	504-3803-44606	94.97
BOOT BARN	INV00526554	11/07/2025	JEANS FOR CONRAD CHAVEZ	504-3803-42620	279.05
BOOT BARN	INV00526554	11/07/2025	BOOTS FOR CONRAD CHAVEZ	504-3803-44615	179.99
BAKER UTILITY SUPPLY CORP	INV338515	11/07/2025	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	52.39
BAKER UTILITY SUPPLY CORP	INV338516	11/07/2025	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	517.44
FERGUSON ENTERPRISES LLC	SC171417	11/07/2025	OPEN PO FOR WATER SUPPLIES	504-3803-44607	91.15
FERGUSON ENTERPRISES LLC	SC171483	11/07/2025	OPEN PO FOR WATER SUPPLIES	504-3803-44607	91.15
WATER BANK OF AMERICA	0471 82606	11/14/2025	REGISTRATION INFRASTRUCT...	504-3803-42720	350.00
WEX BANK	108315359 - WA	11/14/2025	WATER - OPEN PO 25/26 FUEL	504-3803-43316	1,194.47
BULLOCKS INC	11/1/2025	11/14/2025	BULLOCKS OPEN PO FR OCTO...	504-3803-44607	9.56
TAXATION AND REVENUE	11/13/2025	11/14/2025	WATER CONSERVATION FEE FY...	504-3803-43797	1,186.16
4x4 SERVICES AND CONSULTS...	110725	11/14/2025	JESSE COLE CONTRACT FOR ...	504-3803-48598	582.51
T OR C HARDWARE INC	183239/6	11/14/2025	T OR C HARDWARE OPEN PO ...	504-3803-44607	26.87
T OR C HARDWARE INC	183256/6	11/14/2025	T OR C HARDWARE OPEN PO ...	504-3803-44607	108.59
T OR C HARDWARE INC	183266/6	11/14/2025	T OR C HARDWARE OPEN PO ...	504-3803-44607	48.43
T OR C HARDWARE INC	183283/6	11/14/2025	T OR C HARDWARE OPEN PO ...	504-3803-44607	7.12
T OR C HARDWARE INC	183284/6	11/14/2025	T OR C HARDWARE OPEN PO ...	504-3803-44607	4.73
T OR C HARDWARE INC	183285/6	11/14/2025	T OR C HARDWARE OPEN PO ...	504-3803-44607	16.14
T OR C HARDWARE INC	183376/6	11/14/2025	T OR C HARDWARE OPEN PO ...	504-3803-44607	7.12
T OR C HARDWARE INC	183392/6	11/14/2025	T OR C HARDWARE OPEN PO ...	504-3803-44607	4.08
T OR C HARDWARE INC	183412/6	11/14/2025	T OR C HARDWARE OPEN PO ...	504-3803-44607	17.24
T OR C HARDWARE INC	183540/6	11/14/2025	T OR C HARDWARE OPEN PO ...	504-3803-44607	7.12
T OR C HARDWARE INC	183575/6	11/14/2025	T OR C HARDWARE OPEN PO ...	504-3803-44607	3.61
T OR C HARDWARE INC	183592/6	11/14/2025	T OR C HARDWARE OPEN PO ...	504-3803-44607	33.02
T OR C HARDWARE INC	183617/6	11/14/2025	T OR C HARDWARE OPEN PO ...	504-3803-44607	3.02
T OR C HARDWARE INC	183642/6	11/14/2025	T OR C HARDWARE OPEN PO ...	504-3803-44607	5.49
SANCO OIL LLC	58396	11/14/2025	OPEN PO FY 25-26 FOR FUEL...	504-3803-43316	51.89
NORTHERN TOOL & EQUIPME...	1A98EAB0	11/21/2025	TOOL BATTERIES	504-3803-44607	135.00
NORTHERN TOOL & EQUIPME...	1A98EAB0	11/21/2025	MISSSED EARLY DISCOUNT	504-3803-44607	19.50
MAULDIN DRILLING LLC	8538	11/21/2025	ESTIMATED COST FOR REPAIRS...	504-3803-47421	19,803.50
PVS DX INC	DE74000570-25	11/21/2025	MONTHLY RENTAL CHARGE F...	504-3803-44605	100.00
NM RETIREE HEALTH CARE	PPE 2025-10-31	11/21/2025	WATER DEPT	504-3803-41226	368.08
NM RETIREE HEALTH CARE	PPE 2025-11-14	11/21/2025	WATER DEPT	504-3803-41226	337.78
PVS DX INC	RE7001252-25	11/21/2025	MONTHLY RENTAL CHARGE F...	504-3803-44605	100.00
MARLIN LEASING CORPORATI...	41207886	11/24/2025	WATER DEPT OPEN PO FY25/...	504-3803-43465	49.36
UNIFIRST HOLDINGS INC DBA ...	2880312002	11/25/2025	UNIFORMS FOR W/WW FY 25...	504-3803-42620	36.01
UNIFIRST HOLDINGS INC DBA ...	2880314167	11/25/2025	UNIFORMS FOR W/WW FY 25...	504-3803-42620	40.03
UNIFIRST HOLDINGS INC DBA ...	2880316567	11/25/2025	UNIFORMS FOR W/WW FY 25...	504-3803-42620	40.03
VERIZON WIRELESS	6128551667	11/25/2025	WATER DEPT OPEN PO FY25/...	504-3803-43775	247.85

Fund 504 - Water Total: 36,410.57

Fund: 505 - Solid Waste

DELL TECHNOLOGIES	10844721785	11/07/2025	DELL PRO 27 PLUS MONITOR-...	505-3904-44606	190.93
AMAZON CAPITAL SERVICES I...	1HCM-44VM-3P9T	11/07/2025	UNIFORMS FOR EMPLOYEE	505-3904-42620	162.00
AMAZON CAPITAL SERVICES I...	1MD4-6PY1-YG96	11/07/2025	UNIFORMS FOR EMPLOYEE	505-3904-42620	202.44
DOCUMENT SOLUTION INC	391126	11/07/2025	SANITATION DEPTSHARP OVE...	505-3904-43465	32.42
LINDE GAS & EQUIPMENT INC	52575282	11/07/2025	WELDCOTE WELDING HELME...	505-3904-44607	286.18
LINDE GAS & EQUIPMENT INC	52656018	11/07/2025	1 LINS19298 ADAPTER REGUL...	505-3904-44607	108.25
RED WING SHOES OF LAS CRU...	INV-006246	11/07/2025	SAFETY BOOTS -SCOTT HURON	505-3904-44615	200.00
RED WING SHOES OF LAS CRU...	INV-006246	11/07/2025	SAFETY BOOTS - WESLEY MYE...	505-3904-44615	200.00
RED WING SHOES OF LAS CRU...	INV-006246	11/07/2025	SAFETY BOOTS- FRANK AGUIR...	505-3904-44615	200.00
RED WING SHOES OF LAS CRU...	INV-006246	11/07/2025	SAFETY BOOTS- JOSEPH SORG	505-3904-44615	200.00
WEX BANK	108315359 - TR	11/14/2025	WEX- DIESEL & GASOLINE	505-3904-43316	4,225.62
AMAZON CAPITAL SERVICES I...	1PJT-FDD1-4CR6	11/14/2025	MONITOR/SIGNS/CALENDERS...	505-3904-44606	331.89
AMAZON CAPITAL SERVICES I...	1XWJ-DD3M-3T91	11/14/2025	MONITOR/SIGNS/CALENDERS...	505-3904-44606	341.19

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BORDER RECAPING LLC BMO...	25-0315908-003	11/14/2025	REPLENISH/RETREAD VARIOUS..	505-3904-44607	2,782.32
XEROX CORP OLD	02454401.1	11/21/2025	SOLID WASTE DEPT XEROX E...	505-3904-43465	30.18
CACTUS RANCH NM STORE LLC	064085	11/21/2025	DTF AND PRESSING DESIGNS	505-3904-42620	38.04
APEX TECHNOLOGIES LLC	10005666	11/21/2025	SERVICE CALL /TRIP/TROUBLE ...	505-3904-47420	352.22
APEX TECHNOLOGIES LLC	10005666	11/21/2025	REPAIRS NEEDED	505-3904-47420	498.52
BARTOO SAND & GRAVEL INC	M60203	11/21/2025	BASE COARSE (DIRT)	505-3904-47415	572.80
NM RETIREE HEALTH CARE	PPE 2025-10-31	11/21/2025	SOLID WASTE DEPT	505-3904-41226	560.05
NM RETIREE HEALTH CARE	PPE 2025-11-14	11/21/2025	SOLID WASTE DEPT	505-3904-41226	540.26
MARLIN LEASING CORPORATI...	41207886	11/24/2025	SOLID WASTE OPEN PO FY25/...	505-3904-43465	123.40
DOCUMENT SOLUTION INC	395390	11/25/2025	SANITATION DEPTSHARP OVE...	505-3904-43465	50.27
VERIZON WIRELESS	6128551667	11/25/2025	SANITATION OPEN PO FY25/26	505-3904-43775	138.06
Fund 505 - Solid Waste Total:					12,367.04

Fund: 506 - WWTP

DOCUMENT SOLUTION INC	391126	11/07/2025	WASTE WATER DEPT SHARP ...	506-4005-43465	122.14
STAPLES CONTRACT & COMM...	6037943777	11/07/2025	ORIGINAL PO#82192, OFFICE ...	506-4005-44606	28.58
STAPLES CONTRACT & COMM...	6044885287	11/07/2025	W WW OFFICE SUPPLIES	506-4005-44606	40.78
STAPLES CONTRACT & COMM...	6045085323	11/07/2025	W/WW OFFICE SUPPLIES	506-4005-44606	94.97
EUROFINS ENVIRONMENTAL ...	8850023933	11/07/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850027138	11/07/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850027411	11/07/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	129.15
EUROFINS ENVIRONMENTAL ...	8850027600	11/07/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850027866	11/07/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	129.15
EUROFINS ENVIRONMENTAL ...	8850027911	11/07/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850028103	11/07/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	129.15
AIRVAC INC	90348040	11/07/2025	VAC STATION SUPPLIES	506-4005-44607	1,972.74
WASTE WATER BANK OF AME...	0471 82630	11/14/2025	CHRIS THOMAS MEALS	506-4005-42720	151.07
WASTE WATER BANK OF AME...	0471 82630	11/14/2025	CHRIS THOMAS LODGING	506-4005-42720	235.72
WASTE WATER BANK OF AME...	0471 82630	11/14/2025	PATRICK LOVEALL MEALS	506-4005-42720	151.08
WASTE WATER BANK OF AME...	0471 82630	11/14/2025	PATRICK LOVEALL LODGING	506-4005-42720	235.72
WEX BANK	108315359 - WW	11/14/2025	WW FUEL OPEN PO FY25/26	506-4005-43316	668.06
BULLOCKS INC	11/1/2025	11/14/2025	BULLOCKS OPEN PO FR OCTO...	506-4005-44607	9.56
VILLAGE OF WILLIAMSBURG	11/13/2025	11/14/2025	SEWER RECEIPTS FY 2025 - 20...	506-4005-48798	3,342.13
4x4 SERVICES AND CONSULTS...	110725	11/14/2025	JESSE COLE CONTRACT FOR ...	506-4005-48598	582.52
T OR C HARDWARE INC	183239/6	11/14/2025	T OR C HARDWARE OPEN PO ...	506-4005-44607	26.87
T OR C HARDWARE INC	183256/6	11/14/2025	T OR C HARDWARE OPEN PO ...	506-4005-44607	108.59
T OR C HARDWARE INC	183266/6	11/14/2025	T OR C HARDWARE OPEN PO ...	506-4005-44607	48.44
T OR C HARDWARE INC	183283/6	11/14/2025	T OR C HARDWARE OPEN PO ...	506-4005-44607	7.12
T OR C HARDWARE INC	183284/6	11/14/2025	T OR C HARDWARE OPEN PO ...	506-4005-44607	4.72
T OR C HARDWARE INC	183285/6	11/14/2025	T OR C HARDWARE OPEN PO ...	506-4005-44607	16.14
T OR C HARDWARE INC	183376/6	11/14/2025	T OR C HARDWARE OPEN PO ...	506-4005-44607	7.12
T OR C HARDWARE INC	183392/6	11/14/2025	T OR C HARDWARE OPEN PO ...	506-4005-44607	4.08
T OR C HARDWARE INC	183412/6	11/14/2025	T OR C HARDWARE OPEN PO ...	506-4005-44607	17.24
T OR C HARDWARE INC	183540/6	11/14/2025	T OR C HARDWARE OPEN PO ...	506-4005-44607	7.12
T OR C HARDWARE INC	183575/6	11/14/2025	T OR C HARDWARE OPEN PO ...	506-4005-44607	3.60
T OR C HARDWARE INC	183592/6	11/14/2025	T OR C HARDWARE OPEN PO ...	506-4005-44607	33.02
T OR C HARDWARE INC	183617/6	11/14/2025	T OR C HARDWARE OPEN PO ...	506-4005-44607	3.02
T OR C HARDWARE INC	183642/6	11/14/2025	T OR C HARDWARE OPEN PO ...	506-4005-44607	5.50
SANCO OIL LLC	58392	11/14/2025	OPEN PO FY 25-26 FOR FUEL...	506-4005-43316	74.53
XEROX CORP OLD	024544014	11/21/2025	WASTEWATER DEPT XEROX E...	506-4005-43465	158.20
COVE ENVIRONMENTAL LLC	111-3-25	11/21/2025	QUARTERLY TESTING WASTE...	506-4005-44605	2,150.00
NORTHERN TOOL & EQUIPME...	1A98EA80	11/21/2025	MISSED DISCOUNT PERIOD	506-4005-44607	19.49
NORTHERN TOOL & EQUIPME...	1A98EA80	11/21/2025	TOOL BATTERIES	506-4005-44607	135.00
EUROFINS ENVIRONMENTAL ...	8850028435	11/21/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850028557	11/21/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	129.15
EUROFINS ENVIRONMENTAL ...	8850028719	11/21/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	575.79
NM RETIREE HEALTH CARE	PPE 2025-10-31	11/21/2025	WASTE WATER DEPT	506-4005-41226	168.84
NM RETIREE HEALTH CARE	PPE 2025-11-14	11/21/2025	WASTE WATER DEPT	506-4005-41226	168.84
MARLIN LEASING CORPORATI...	41207886	11/24/2025	WASTE WATER OPEN PO FY25...	506-4005-43465	246.78
UNIFIRST HOLDINGS INC DBA ...	2880312002	11/25/2025	UNIFORMS FOR W/WW FY 25...	506-4005-42620	36.00
UNIFIRST HOLDINGS INC DBA ...	2880314167	11/25/2025	UNIFORMS FOR W/WW FY 25...	506-4005-42620	40.04

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNIFIRST HOLDINGS INC DBA ...	2880316567	11/25/2025	UNIFORMS FOR W/WW FY 25...	506-4005-42620	40.04
DOCUMENT SOLUTION INC	395390	11/25/2025	WASTE WATER DEPT SHARP ...	506-4005-43465	108.20
VERIZON WIRELESS	6128551667	11/25/2025	WASTE WATER DEPT OPEN PO...	506-4005-43775	362.17
Fund 506 - WWTP Total:					15,607.12

Fund: 508 - Golf Course

DOCUMENT SOLUTION INC	391126	11/07/2025	GOLF COURSE SHARP OVERA...	508-4303-43465	5.34
TALON SEPTIC & POTTY SERVI...	I3112	11/14/2025	OPEN PO PORTA POT RENTAL...	508-4303-43465	100.00
MASEK ROCKY MOUNTAIN GO...	02-106545	11/21/2025	GOLF CART LEASE FY 24-25 M...	508-4303-43465	979.28
SMITHCO CONSTRUCTION INC	595-24-023	11/21/2025	PUMP AND SEALS	508-4303-80845	3,756.84
NM RETIREE HEALTH CARE	PPE 2025-10-31	11/21/2025	GOLF COURSE	508-4303-41226	97.51
NM RETIREE HEALTH CARE	PPE 2025-11-14	11/21/2025	GOLF COURSE	508-4303-41226	45.48
MARLIN LEASING CORPORATI...	41207886	11/24/2025	GOLF COURSE OPEN PO FY25/...	508-4303-43465	246.78
DOCUMENT SOLUTION INC	395390	11/25/2025	GOLF COURSE SHARP OVERA...	508-4303-43465	5.52
VERIZON WIRELESS	6128551667	11/25/2025	GOLF COURSE OPEN PO FY25/...	508-4303-43775	61.92
Fund 508 - Golf Course Total:					5,298.67

Fund: 509 - Muni Airport

TECH 45 AIRPORT MANAGEM...	11/13/2025	11/14/2025	MONTHLY MANAGEMENT AG...	509-4403-48598	20,040.31
WINDSTREAM CORPORATION	101112924	11/17/2025	AIRPORT OPEN PO FY25/26	509-4403-43775	462.89
MARLIN LEASING CORPORATI...	41207886	11/24/2025	AIRPORT OPEN PO FY25/26	509-4403-43465	49.36
VERIZON WIRELESS	6128551667	11/25/2025	AIRPORT OPEN PO FY25/26	509-4403-43775	109.08
Fund 509 - Muni Airport Total:					20,661.64

Fund: 600 - Internal Serv

AMAZON CAPITAL SERVICES I...	1F7N-NPYJ-VD9X	11/07/2025	SHIFT BUSHINGS AND FUEL P...	600-7003-47420	18.98
AMAZON CAPITAL SERVICES I...	1J46-7KC3-3GXL	11/07/2025	SHIFT BUSHINGS AND FUEL P...	600-7003-47420	19.70
UNIFIRST HOLDINGS INC DBA ...	2880300682	11/07/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	59.60
UNIFIRST HOLDINGS INC DBA ...	2880302541	11/07/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	58.24
UNIFIRST HOLDINGS INC DBA ...	2880304743	11/07/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	58.24
UNIFIRST HOLDINGS INC DBA ...	2880307433	11/07/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	58.24
UNIFIRST HOLDINGS INC DBA ...	2880309662	11/07/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	53.37
SIERRA AUTO PARTS LLC	340296	11/07/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	82.65
SIERRA AUTO PARTS LLC	340344	11/07/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	37.36
SIERRA AUTO PARTS LLC	340346	11/07/2025	SHOP SUPPLIES	600-7003-44607	17.60
SIERRA AUTO PARTS LLC	340370	11/07/2025	SHOP SUPPLIES	600-7003-44607	11.66
SIERRA AUTO PARTS LLC	340398	11/07/2025	SHOP SUPPLIES	600-7003-44607	91.37
SIERRA AUTO PARTS LLC	340434	11/07/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	17.66
SIERRA AUTO PARTS LLC	340444	11/07/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	97.68
SIERRA AUTO PARTS LLC	340494	11/07/2025	SHOP SUPPLIES	600-7003-44607	19.99
SIERRA AUTO PARTS LLC	340519	11/07/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	376.62
SIERRA AUTO PARTS LLC	340537	11/07/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	97.50
SIERRA AUTO PARTS LLC	340543	11/07/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	184.10
SIERRA AUTO PARTS LLC	340554	11/07/2025	SHOP SUPPLIES	600-7003-44607	30.40
SIERRA AUTO PARTS LLC	340608	11/07/2025	SHOP SUPPLIES	600-7003-44607	40.60
SIERRA AUTO PARTS LLC	340760	11/07/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	27.30
SIERRA AUTO PARTS LLC	340761	11/07/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	188.31
SIERRA AUTO PARTS LLC	340776	11/07/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	17.88
SIERRA AUTO PARTS LLC	340797	11/07/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	188.31
SIERRA AUTO PARTS LLC	340801	11/07/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	152.35
SIERRA AUTO PARTS LLC	340802	11/07/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	59.40
SIERRA AUTO PARTS LLC	340847	11/07/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	80.06
SIERRA AUTO PARTS LLC	340862	11/07/2025	FOR TOOLS AND SHOP SUPPLI...	600-7003-44607	54.70
SIERRA AUTO PARTS LLC	340886	11/07/2025	FOR TOOLS AND SHOP SUPPLI...	600-7003-44607	91.38
SIERRA AUTO PARTS LLC	340967	11/07/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	14.04
SIERRA AUTO PARTS LLC	340968	11/07/2025	FOR TOOLS AND SHOP SUPPLI...	600-7003-44607	19.99
SIERRA AUTO PARTS LLC	340974	11/07/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	430.54
SIERRA AUTO PARTS LLC	340984	11/07/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	9.98
SIERRA AUTO PARTS LLC	340997	11/07/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	170.48
SIERRA AUTO PARTS LLC	341032	11/07/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	33.96
SIERRA AUTO PARTS LLC	341110	11/07/2025	FOR TOOLS AND SHOP SUPPLI...	600-7003-44607	24.59
SIERRA AUTO PARTS LLC	341111	11/07/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	93.51

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO PARTS LLC	341157	11/07/2025	FOR TOOLS AND SHOP SUPPLI...	600-7003-44607	147.36
SIERRA AUTO PARTS LLC	341213	11/07/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	188.86
SIERRA AUTO PARTS LLC	341214	11/07/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	117.78
DOCUMENT SOLUTION INC	391126	11/07/2025	SERVICE CENTER SHARP OVER...	600-7003-43465	31.19
RED WING SHOES OF LAS CRU... INV-006245		11/07/2025	SAFETY BOOTS DANIEL GURR...	600-7003-44615	200.00
RED WING SHOES OF LAS CRU... INV-006245		11/07/2025	SAFETY BOOTS COUNTRY SLA...	600-7003-44615	200.00
BARTOO SAND & GRAVEL INC	M60213	11/07/2025	TRANSPORT COST	600-7003-47420	841.76
WEX BANK	108315359 - FL	11/14/2025	FUEL FOR SERVICE CENTER VE...	600-7003-43316	215.34
PETES EQUIPMENT INC	0035938	11/21/2025	ADDITIONAL AMOUNT NEEDED	600-7003-47420	3,899.12
PETES EQUIPMENT INC	0035938	11/21/2025	HARDWARE AND SERVICES TO...	600-7003-47420	7,000.00
4 RIVERS EQUIPMENT	1859002	11/21/2025	WINDOW REPLACEMENT & H...	600-7003-47420	497.60
OREILLY AUTO PARTS INC	2162-200246	11/21/2025	REPAIR AND MAINT FOR ALL C...	600-7003-47420	33.60
OREILLY AUTO PARTS INC	2162-200261	11/21/2025	REPAIR AND MAINT FOR ALL C...	600-7003-47420	19.99
OREILLY AUTO PARTS INC	2162-200811	11/21/2025	REPAIR AND MAINT FOR ALL C...	600-7003-47420	37.99
OREILLY AUTO PARTS INC	2162-200812	11/21/2025	REPAIR AND MAINT FOR ALL C...	600-7003-47420	14.70
BORDER RECAPING LLC BMO.. 25-0309601-003		11/21/2025	OPEN PO FOR BORDER TIRE	600-7003-44626	700.00
BORDER RECAPING LLC BMO.. 25-0309606-003		11/21/2025	OPEN PO FOR BORDER TIRE	600-7003-44626	498.20
BORDER RECAPING LLC BMO.. 25-0314387-003		11/21/2025	OPEN PO FOR BORDER TIRE	600-7003-44626	1,184.56
RED WING SHOES OF LAS CRU... INV-006266		11/21/2025	SAFETY BOOTS WYATT GRAVES	600-7003-44615	200.00
NM RETIREE HEALTH CARE	PPE 2025-10-31	11/21/2025	FLEET SERVICE CENTER	600-7003-41226	189.36
NM RETIREE HEALTH CARE	PPE 2025-11-14	11/21/2025	FLEET SERVICE CENTER	600-7003-41226	215.38
RJ BORDER INTERNATIONAL	X400132291.01	11/21/2025	OIL COOLER/GASKETS/RECOV ...	600-7003-47420	2,851.30
MARLIN LEASING CORPORATI...	41207886	11/24/2025	SERVICE CENTER OPEN PO FY...	600-7003-43465	74.04
DOCUMENT SOLUTION INC	395390	11/25/2025	SERVICE CENTER SHARP OVER...	600-7003-43465	22.83
VERIZON WIRELESS	6128551667	11/25/2025	SERVICE CENTER OPEN PO FY...	600-7003-43775	227.28
Fund 600 - Internal Serv Total:					22,696.58
Grand Total:					1,131,734.12

Report Summary**Fund Summary**

Fund	Payment Amount
101 - General	148,072.11
209 - Fire	22,557.10
211 - Law Enforce Prot	8,776.50
214 - Lodgers Tax	205,330.69
216 - Muni Street	4,915.53
294 - State Library	487.31
295 - Muni Pool	143.43
296 - PD GRT	8,771.83
299 - SPECIAL REVENUE FUNDS	662.54
303 - Vet Wall	266.56
315 - CI Reserve	149,925.52
320 - USDA WATER SYSTEM IMPROVEMENTS	12,706.70
380 - OTHER STATE FUNDED PROJECTS	25,604.99
403 - Pledge State DEBT SERVICE	31,860.31
502 - UTILITY OFFICE-UTILITY BILLING	1,427.75
503 - Electric	397,183.63
504 - Water	36,410.57
505 - Solid Waste	12,367.04
506 - WWTP	15,607.12
508 - Golf Course	5,298.67
509 - Muni Airport	20,661.64
600 - Internal Serv	22,696.58
Grand Total:	1,131,734.12

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVER...	5,012.26
101-1000-43598	PROFESSIONAL SERV-G...	1,619.06
101-1001-41226	RETIREE INSURANCE	352.76
101-1001-43465	RENT OF EQUIPMENT	664.94
101-1001-43740	PRINTING/PUBLISHING	266.95
101-1001-43770	SUBSCRIPTION & DUES	930.35
101-1001-43775	TELEPHONE	231.20
101-1003-41226	RETIREE INSURANCE	307.92
101-1003-42310	PER DIEM-OFF CITY MA...	190.04
101-1003-42720	EMPLOYEE TRAINING-OF...	350.00
101-1003-43316	FUEL	140.10
101-1003-43465	RENT OF EQUIPMENT	1,839.92
101-1003-43775	TELEPHONE	316.90
101-1004-41226	RETIREE INSURANCE	900.62
101-1004-42310	PER DIEM-ADMIN OFFIC...	1,269.53
101-1004-42720	EMPLOYEE TRAINING-A...	1,046.80
101-1004-43316	FUEL	44.96
101-1004-43465	RENT OF EQUIPMENT	864.69
101-1004-43740	PRINTING/PUBLISHING	552.71
101-1004-43775	TELEPHONE	279.18
101-1004-48599	OTHER CONTRACTUAL S...	491.24
101-1006-41226	RETIREE INSURANCE	343.88
101-1006-42620	UNIFORMS LINEN-ANIM...	217.52
101-1006-43316	FUEL	66.23
101-1006-43770	SUBSCRIPTION & DUES	150.00
101-1006-43775	TELEPHONE	101.93
101-1006-44606	OFFICE SUPPLIES	379.92
101-1006-44607	FIELD SUPPLIES	113.43
101-1006-48598	PROFESSIONAL SERVICES	1,292.36
101-1007-41226	RETIREE INSURANCE	2,625.56
101-1007-42720	EMPLOYEE TRAINING-P...	300.00

Account Summary

Account Number	Account Name	Payment Amount
101-1007-43316	FUEL	7,630.49
101-1007-43465	RENT OF EQUIPMENT	1,188.20
101-1007-43770	SUBSCRIPTION & DUES	50.00
101-1007-43775	TELEPHONE	1,206.94
101-1008-41226	RETIREE INSURANCE	165.74
101-1008-42620	UNIFORMS LINEN-CODE ...	384.89
101-1008-43316	FUEL	358.38
101-1008-43775	TELEPHONE	214.36
101-1008-44615	SAFETY EQUIPMENT	58.99
101-1009-41226	RETIREE INSURANCE	300.28
101-1009-42620	UNIFORMS/LINEN-MUNI...	166.62
101-1009-43316	FUEL	883.48
101-1009-43465	RENT OF EQUIPMENT	1,359.22
101-1009-43770	SUBSCRIPTION & DUES	500.00
101-1009-43775	TELEPHONE	126.23
101-1009-44607	FIELD SUPPLIES-MUNI R...	1,584.18
101-1009-47415	MAINTENANCE--REPAIRS..	1,000.00
101-1010-41226	RETIREE INSURANCE	205.34
101-1010-42720	EMPLOYEE TRAINING	350.00
101-1010-43775	TELEPHONE	43.22
101-1010-44606	OFFICE SUPPLIES	222.25
101-1010-48598	PROFESSIONAL SERVICES	1,954.72
101-1011-41226	RETIREE INSURANCE	617.32
101-1011-43775	TELEPHONE	169.10
101-1013-41226	RETIREE INSURANCE	154.60
101-1014-41226	RETIREE INSURANCE	476.16
101-1014-43316	FUEL	687.06
101-1014-43403	REGULAR BUILDING MA...	2,471.77
101-1014-43465	RENT OF EQUIPMENT	99.45
101-1014-43775	TELEPHONE	100.64
101-1014-44607	FIELD SUPPLIES-FACILITY...	1,325.08
101-1014-44613	NON-CAPITAL ITEMS	1,259.68
101-1014-47410	MAINTENANCE CONTRA...	53.82
101-1016-41226	RETIREE INSURANCE	474.32
101-1017-48599	OTHER CONTRACTUAL S...	37,069.41
101-1018-43780	UTILITIES	54,265.96
101-1018-48596	AUDIT CONTRACT	5,381.25
101-1099-34348	RENT OF PUBLIC FACILIT...	250.00
209-1603-43316	FUEL	65.86
209-1603-43465	RENT OF EQUIPMENT	506.13
209-1603-43775	TELEPHONE	253.13
209-1603-44607	FIELD SUPPLIES	20,877.38
209-1603-47415	MAINTENANCE--REPAIRS..	525.62
209-1603-47420	MAINTENANCE VEHICLE...	328.98
211-2003-42535	EMPLOYEE TRAINING	2,245.28
211-2003-44573	UNIFORM & EQUIPMENT	2,736.81
211-2003-44607	FIELD SUPPLIES	1,840.04
211-2003-44613	NON-CAPITAL ITEMS	1,410.00
211-2003-44615	SAFETY EQUIPMENT	544.37
214-2503-41226	RETIREE INSURANCE	94.15
214-2503-43999	OTHER OPERATING COST..	575.13
214-2503-44607	FIELD SUPPLIES	172,806.39
214-2503-44608	FIELD SUPPLIES - GOLF ...	336.58
214-2540-43775	TELEPHONE	61.92
214-2540-60725	CITY PORTION SUB-RECIP..	1,646.27
214-2560-60725	MARKETING SUB-RECIPI...	29,810.25
216-4503-42620	UNIFORM LINEN-MUNI ...	352.79
216-4503-43316	FUEL	2,328.98

Account Summary

Account Number	Account Name	Payment Amount
216-4503-43465	RENT OF EQUIPMENT	205.32
216-4503-44607	FIELD SUPPLIES-STREETS	108.28
216-4503-44615	SAFETY EQUIPMENT	200.00
216-4503-47420	MAINT.VEHICLE/FURN/...	1,720.16
294-5003-60834	STATE LIBRARY GRANT-S...	487.31
295-4803-41226	RETIREE INSURANCE	25.61
295-4803-43465	RENT OF EQUIPMENT	49.36
295-4803-43775	TELEPHONE	68.46
296-2403-48598	PROFESSIONAL SERVICES	667.14
296-2403-80805	BUILDINGS & STRUCTUR...	8,104.69
299-7051-48710	Professional Serv -BFAS ...	662.54
303-4703-43775	TELEPHONE	266.56
315-7027-48598	ProfServ/Con- B-23-CP-...	124,712.95
315-8012-80845	CAPITAL IMPROVEMENT...	3,380.45
315-8013-80845	CAPITAL IMPROVEMENT...	21,832.12
320-6603-80860	INFRASTRUCTURE	12,706.70
380-7020-48598	PROFESSIONAL SERVICES	116.87
380-7020-80860	INFRASTRUCTURE	11,674.79
380-7034-80860	INFRASTRUCTURE	3,315.16
380-7053-44607	Supplies/Equipment- FY...	10,498.17
403-1203-12918	CWPA PPRF-2613 TORC ...	690.58
403-1203-12919	CWPA PPRF-2737 TORC ...	7,598.73
403-1203-12952	PPRF-5652 ELECTRIC TR...	15,438.95
403-1203-90905	DEBT SERVICE PRINCIPAL...	2,572.83
403-1203-90910	DEBT SERVICE INTEREST	5,434.22
403-1203-90925	COMMITMENTS & OTHE...	125.00
502-3601-41226	RETIREE INSURANCE	470.95
502-3601-43465	RENT OF EQUIPMENT	773.79
502-3601-43775	TELEPHONE	183.01
503-3702-41226	RETIREE INSURANCE	774.09
503-3702-42310	PER DIEM-ELECTRIC DIVI...	1,406.82
503-3702-43316	FUEL	1,504.93
503-3702-43465	RENT OF EQUIPMENT	123.40
503-3702-43770	SUBSCRIPTION & DUES	253.58
503-3702-43775	TELEPHONE	545.03
503-3702-44607	FIELD SUPPLIES	63,595.59
503-3702-44615	SAFETY EQUIPMENT	894.00
503-3702-47420	MAINTENANCE-VEHICLE...	1,270.77
503-3702-50795	WHOLESALE POWER CO...	326,815.42
504-3803-41226	RETIREE INSURANCE	705.86
504-3803-42620	UNIFORM/LINEN-WATER..	395.12
504-3803-42720	EMPLOYEE TRAINING-W...	350.00
504-3803-43316	FUEL	1,246.36
504-3803-43465	RENT OF EQUIPMENT	49.36
504-3803-43775	TELEPHONE	247.85
504-3803-43797	WATER CONSERVATION...	1,186.16
504-3803-44605	CHEMICALS/LABORATO...	200.00
504-3803-44606	OFFICE SUPPLIES	164.35
504-3803-44607	FIELD SUPPLIES-WATER ...	11,299.51
504-3803-44615	SAFETY EQUIPMENT	179.99
504-3803-47421	MAINTENANCE EQUIPM...	19,803.50
504-3803-48598	PROFESSIONAL SERVICES	582.51
505-3904-41226	RETIREE INSURANCE	1,100.31
505-3904-42620	UNIFORM/LINEN-SOLID...	402.48
505-3904-43316	FUEL	4,225.62
505-3904-43465	RENT OF EQUIPMENT	236.27
505-3904-43775	TELEPHONE	138.06
505-3904-44606	OFFICE SUPPLIES	864.01

Account Summary

Account Number	Account Name	Payment Amount
505-3904-44607	FIELD SUPPLIES-SOLID ...	3,176.75
505-3904-44615	SAFETY EQUIPMENT	800.00
505-3904-47415	MAINTENANCE--REPAIRS..	572.80
505-3904-47420	MAINTENANCE-VEHICLE...	850.74
506-4005-41226	RETIREE INSURANCE	337.68
506-4005-42620	UNIFORM/LINEN-WAST...	116.08
506-4005-42720	EMPLOYEE TRAINING-W...	773.59
506-4005-43316	FUEL	742.59
506-4005-43465	RENT OF EQUIPMENT	635.32
506-4005-43775	TELEPHONE	362.17
506-4005-44605	CHEMICALS/LABORATO...	6,121.34
506-4005-44606	OFFICE SUPPLIES	164.33
506-4005-44607	FIELD SUPPLIES-WASTE...	2,429.37
506-4005-48598	PROFESSIONAL SERVICES	582.52
506-4005-48798	VILLAGE OF WILLIAMSB...	3,342.13
508-4303-41226	RETIREE INSURANCE	142.99
508-4303-43465	RENT OF EQUIPMENT	1,336.92
508-4303-43775	TELEPHONE	61.92
508-4303-80845	CAPITAL IMPROVEMENT...	3,756.84
509-4403-43465	RENT OF EQUIPMENT	49.36
509-4403-43775	TELEPHONE	571.97
509-4403-48598	PROFESSIONAL SERVICES	20,040.31
600-7003-41226	RETIREE INSURANCE	404.74
600-7003-42620	UNIFORMS/LINEN	287.69
600-7003-43316	FUEL	215.34
600-7003-43465	RENT OF EQUIPMENT	128.06
600-7003-43775	TELEPHONE	227.28
600-7003-44607	FIELD SUPPLIES	549.64
600-7003-44615	SAFETY EQUIPMENT	600.00
600-7003-44626	VEHICLE TIRES	2,382.76
600-7003-47420	MAINTENANCE-VEHICLE...	17,901.07
	Grand Total:	1,131,734.12

Project Account Summary

Project Account Key	Payment Amount
None	<u>1,131,734.12</u>
Grand Total:	1,131,734.12



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 17, 2025

Agenda Item #: G.4

SUBJECT: Take Home Vehicle Form: Police Department

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: December 11, 2025

SUBMITTED BY: Angela A. Torres

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

In accordance with Resolution No. 12 21/22, all take-home vehicle requests must be approved by the City Commission. The take-home vehicle requests are for Derek Smith, Asahi Herrera, and Ricardo Estrada in the Police Department. Ricardo's commute is 75 miles; Derek's commute is 6.4 miles and Asahi's commute is 74 miles.

Recommendation:

Approve take home vehicle forms.

Attachments:

• -
-

Fiscal Impact (Finance): N/A

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Department Director

Reviewed by: ☐ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-17-25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 17, 2025

Agenda Item #: G.5

SUBJECT: Purchases \$20,000.00 - \$60,000.00
DEPARTMENT: Finance
DATE SUBMITTED: December 17, 2025
SUBMITTED BY: Carlos Miyagishima, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

C. CONSENT CALENDAR

Per Resolution No 46 20/21 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases Over \$60,000. 00).

Recommendation:

Commission review of manager approved P.O.'s \$20,000 – \$60,000.

Attachments:

- ATTACHED PURCHASE ORDER LIST OF ITEMS BETWEEN \$20,000 AND \$60,000

[Click here to enter text.](#)

Fiscal Impact (Finance): Yes

Yes, see attached:

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By:

Reviewed by: ☐ City Clerk ☒ Finance/Procurement ☐ Legal ☐ Other: [Click here to enter text.](#)

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-17-25

G. CONSENT CALENDAR

3. Purchase report of items between \$20,000 and \$60,000

**PURCHASE ORDER FROM OCTOBER 18, 2025-PRESENT-MANAGER APPROVED: \$20,000
THROUGH \$60,000. MANAGER APPROVED COMMISSION REPORT:**

3 records found

Issue Date	Number	Department Name	Vendor Name	Vendor Number	Total	Description
☒ =					=	
12/2/2025	82833	Finance	TERRALOGIC DOCUMENT S	4837	23,000.00	RECORD SCANNING (ARCH
10/29/2025	82712	Finance	DATA CENTER WAREHOUS	9348	21,356.74	Office 365 Email For City
10/27/2025	82681	Fire Dept	MUNICIPAL EMERGENCY S	7719	47,689.00	PPE FOR FIRE FIELD & SA

Reviewed By City Finance Director/CPO On: 12/10
/2025

ACCEPTED:

YES:

No:

Additional Comments:

Mayor Ralph Hechler

(If required.)

City Clerk Attest:

(If required.)

*See Attached POs

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 82833**Date:** 12/02/2025**Requisition #:** 95616**Vendor #:** 4837

ISSUED TO: TERRALOGIC DOCUMENT SYSTEMS INC
1414 COMMON DRIVE
EL PASO, TX 79936-

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		SCANNING INACTIVE HUMAN RESOURCES RECOR 101-1004-48599 SCANNING INACTIVE RECORDS			0.00	23,000.00

SUBTOTAL:	23,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	23,000.00

Chief Purchasing Office

Date:

12/2/2025

Director of Finance:

Requisition approved electronically.

City Manager:

Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



INACTIVE HR RECORDS CONVERSION

Presented to:

Town of T or C – HR Dept
Alona Niebergall

Prepared by:
Peter Freimanis
Regional Sales Manager
July 16, 2025



Project Objectives

The objective of this project is the scanning and indexing of Inactive HR records for Town of Truth or Consequences – Human Resources Dept (Client) and delivery of images on hard drive to Client for archiving at Client facility.

Additionally, Terralogic Document Systems (TDS) will import all images and indices into Client Laserfiche system with indexing as required by Client.



Records Preparation & Evaluation

The following outlines the estimated document volume as recently described or surveyed:

DEPARTMENT	CABINETS or SHELVES or BOXES		STORAGE METHOD	# DRAWERS or SHELVES or BOXES	AVG INCHES PER DRAWER or SHELF or BOX	TOTAL INCHES	PPI	TOTAL EST PAGES
	AREA	DOCUMENT TYPE						
HR	1	Inactive HR folders	folders in boxes	5	15	75	230	17,250
HR	2	Inactive HR folders	folders in boxes	15	15	225	230	51,750
HR	3	Inactive HR folders	folders in boxes	5	15	75	230	17,250
HR	4	Inactive HR folders	folders in boxes	2	15	30	230	6,900
HR	5	Inactive HR folders	folders in boxes	0		0		0
HR	6	Inactive HR folders	folders in boxes	6	15	90	230	20,700
HR	7	Inactive HR folders	folders in boxes	1	15	15	230	3,450
						0		0
							TOTAL PAGES	117,300

Documents may have the following attributes requiring special handling. **Prices quoted are inclusive of this special handling:**

1. Staples, paperclips, or post-it notes attached.



Scope of Service – From Pick-up to Delivery

Terralogic Document Systems will perform some or all of the following services, as applicable, to ensure the completion of all objectives as outlined:

1. The packing and pickup of all Materials from Client. TDS to supply industry standard storage boxes or other containing method suitable for materials being received.
2. Inventory of all materials at Client facility and comparison against the records. Material inventory to be conducted by TDS / Client staff. TDS to apply standard process labels to boxes or other cartage method.
3. Both TDS and Client to sign off on Material inventory at point of pick up.
4. All materials loaded for secured transport to TDS Document Conversion Center. Transport will be non-stop to the Production Center.
5. Receipt of Materials at Production Center, Material inventory cross check.
6. The scanning of all documents into the TDS imaging system at 300dpi B&W. Grayscale may be used to obtain/enhance image clarity where necessary.
7. The indexing of all records into the TDS imaging system as noted in this proposal.
8. All scanned materials will be placed back into boxes or other storage method.
9. The extraction and mastering of the images from the TDS system in PDF or TIFF file format.
10. Flash drive or hard drive with the index and image data delivered to Client.
11. All labor to complete the job will be supplied by Terralogic Document Systems.
12. Terralogic Document Systems will utilize trained supervisory staff including a CERTIFIED DOCUMENT IMAGING ARCHITECT to manage the back file conversion project.
13. The As-Needed retrieval, scanning, and emailing of digital image documents as required by Client during the conversion process at no additional cost.
14. Delivery of a Project Summary Report (PSR) containing overview of records and final image counts. The PSR should be reviewed by Client, signed and returned to TDS.
15. TDS will retain project images and source materials for (60) calendar days after delivery of the PSR to Client.



Price Proposal

ALL PRICING PER:

NM SWPA: 40-00000-24-00061

NM CES Contract: 2025-08-C115-ALL

GSA Contract: GS-35F-0118V

Town of Truth or Consequences - Inactive HR Files Conversion				
ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
PDS-TK-PSCAN	Paper to digital image - per image	117,300	\$0.11	\$12,903.00
PDS-PREP	Page Preparation - per image	117,300	\$0.02	\$2,346.00
PDS-DOCINDEX-4	Document Indexing - 1-4 Fields - per image	117,300	\$0.02	\$2,346.00
PDS-TK-IMG-PREP 50K-99K	Image Handling and Preparation 50K - 99K Images	2	\$645.04	\$1,290.08
PDS-TK-IMG-IMPORG 50K-99K	Image/Index Import Program 50K - 99K Images	1	\$645.04	\$645.04
PDS-TK-IMG-IMPORT 50K-99K	Image Importation into Host System 50K - 99K Images	1	\$645.04	\$645.04
PDS-TK-MM	Media Mastering - External Hard Drive or Jump Drive	1	\$149.00	\$149.00
OPEN MARKET	Boxes - Pickup & Return	1	\$807.00	\$807.00
Estimated Pre-tax Subtotal:				\$21,131.16
NM GRT			8.3750%	\$1,769.73
Total Estimated Cost:				\$22,900.89

OPTIONAL: Shredding & Credit for no Return Delivery of Materials				
ITEM NUMBER	DESCRIPTION	ESTIMATED QTY	UNIT PRICE	EXTENDED PRICE
OPEN MARKET	Secured Box Destruction	34	\$12.00	\$408.00
OPEN MARKET	Credit for No Return Delivery of Material	1	(\$384.00)	(\$384.00)
Estimated Pre-tax Subtotal:				\$24.00
NM GRT			8.3750%	\$2.01
Total Estimated Cost:				\$26.01

NOTE: Pricing above includes making all records searchable (within the ability of the software to do so. If records contain hand-written or poorly printed materials, the OCR process does not always yield searchable results). The cost for making the images searchable is included on the line called "Image Handling and Preparation 50k-100k images. You will notice that quantity of 2 is listed. Pricing for not doing the OCR process would be just quantity of 1, so you can subtract \$654.04 from subtotal to get pricing without making records searchable.



Additional Exclusions and Conditions

1. TDS will hold all Client original documents and materials for 60 days after delivery of scanned images to Client to allow ample opportunity for Client to review finished work product.
2. Similarly, TDS will keep all Client scanned and indexed images in digital storage for 60 days to allow client ample opportunity to review finished work product
3. TDS will supply Client with a Project Summary Report form (PSR). After Client has inspected and approved all work product, or 60 days after delivery of work product to Client, **Client must sign and return PSR to TDS. This signals approval for TDS to schedule return of all Client original documents and materials (or shredding of records if requested), and erasure of Client scanned images from TDS internal network servers.**
4. If Client requires additional time to inspect delivered images, either by choice or due to unforeseen delays, and unless otherwise negotiated, TDS will charge storage fees beginning 61 days after delivery of work product for both physical and digital materials as follows:

BOXES/FILES STORAGE FEES:

Standard size boxes	\$2.00 per box per month
Large Format boxes	\$3.00 per box per month

IMAGES STORAGE FEES:

1 to 100GB	\$75 per month
101 to 500GB	\$250 per month
501 to 1000GB	\$400 per month
More than 1TB	large volume storage quoted as needed

5. If Client elects to split the above-described single job into phases, additional costs above those quoted herein may be incurred for extra travel and handling. Further, total project time may be longer due to additional logistics requirements and production scheduling.

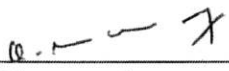
All pricing provided is valid for 180 Days from date of this proposal. After 180 days, pricing will be updated per Client request, and may result in total cost increase.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers effective as of the dates first set forth below.

Terralogic Document Systems

Truth or Consequences – HR Dept


(Signature)

(Signature)

Renil Komitla
(Typed or Printed Name)

(Typed or Printed Name)

CEO
(Title)

(Title)

Date: July 16, 2025

Date: _____

Terralogic Document Systems

El Paso, TX
Albuquerque, NM
Carrollton, TX

800-644-7112 General Inquiries
800-708-8584 Technical Services
help@terralogic.com

Survey Area



**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 82712**Date:** 10/29/2025**Requisition #:** 95461**Vendor #:** 9348

ISSUED TO: DATA CENTER WAREHOUSE LLC
23041 AVENIDA DE LA CARLOTTA, SUITE 325
LAGUNA HILLS, CA 92653-

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		Office 365	101-1004-44607		0.00	21,356.74
	FINANCE						

SUBTOTAL:	21,356.74
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	21,356.74

Chief Purchasing Office

Date:

10/29/25

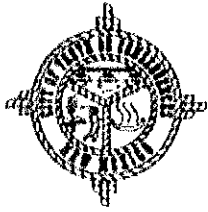
Director of Finance:

Requisition approved electronically.

City Manager:

Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



REQUISITION

Requisition #: 95461

Date: 10/22/2025

Vendor #: 9348

ISSUED TO: DATA CENTER WAREHOUSE LLC
23041 AVENIDA DE LA CARLOTTA, S
LAGUNA HILLS, CA 92653-

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Office 365		0.00 101-1004-44607	21,356.74
PO Description: Office 365 Email For City Detailed Description: FINANCE				

Authorized By: _____

SUBTOTAL:	21,356.74
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	21,356.74



DATA CENTER WAREHOUSE

23041 Avenida De La Carlota, Suite 325
Laguna Hills, CA 92653
Phone: 919-386-2107

Microsoft 365
Business

Number: **Q-140278**

Date: **10/07/2025**

Bill To:

Michael Kozloski
City of Truth or Consequences
505 Sims St
Truth or Consequences, NM 87901
Phone: (575)894-6673
Email: mkozloski@torcnm.org

Ship To:

Michael Kozloski
City of Truth or Consequences
505 Sims St
Truth or Consequences, NM 87901
Phone: (575)894-6673
Email: mkozloski@torcnm.org

Item #	Mfr. Part	Description	Price	Qty.	Extended
*1	CFQ7TTC0LH180001	(NCE) Microsoft 365 Business Basic Mfr: MICROSOFT CORPORATION Notes: Prepaid (with 1-year commitment) - P1Y (Billing Type)	\$ 65.39	50	\$ 3,269.50
*2	CFQ7TTC0LCHC0002	(NCE) Microsoft 365 Business Premium Mfr: MICROSOFT CORPORATION Notes: Prepaid (with 1-year commitment) - P1Y (Billing Type)	\$ 240.00	75	\$ 18,000.00
*3	CFQ7TTC0LH1P0001	(NCE) Exchange Online (Plan 2) Mfr: MICROSOFT CORPORATION Notes: Prepaid (with 1-year commitment) - P1Y (Billing Type)	\$ 87.24	1	\$ 87.24
3 item(s)				Sub-Total	\$ 21,356.74
				Tax	\$ 0.00
				Freight	as applicable
				Total	\$ 21,356.74
(*) Tax exempted Part(s)					

Quote Valid Until: 11/06/2025

Payment Details

Credit Card [# Expires On:]

Terms and Conditions

This quote is based on current duty and tax rates. Any increases in duties, tariffs, or related government-imposed fees after this quote but before the order date shall be the sole responsibility of customer.

Please visit <http://datacenterwarehouse.com/terms-and-conditions/> for terms and conditions.

Prepared by: **Jeff Boudwin**

Email: **Jeff.Boudwin@4dcw.com**

Phone: **919-386-2107**

Shipping and Delivery Details

Shipping via: FEDEX Ground

Silversky Payment History 12mo

Payment #	Payment Date	Payment Type	Amount
156186	09/26/2025	Check	\$ 2,078.00
155992	08/28/2025	Check	\$ 2,382.10
155757	07/25/2025	Check	\$ 2,382.10
155557	06/20/2025	Check	\$ 2,382.10
155350	05/23/2025	Check	\$ 2,382.10
155140	04/25/2025	Check	\$ 2,382.10
154866	03/21/2025	Check	\$ 2,382.10
154654	02/21/2025	Check	\$ 2,382.10
154465	01/24/2025	Check	\$ 2,382.10
154307	12/27/2024	Check	\$ 2,267.75
154087	11/22/2024	Check	\$ 2,267.75
153970	11/01/2024	Check	\$ 2,162.09

\$ 27,832.39

Checkout

Billing account

Partner Center Customer bootstrapping

[View details](#)

Bill to

Choose a billing profile

City of T or C IT Dept - visa **7120

[View details](#)[Add new](#)

Product name

Microsoft 365 Business Basic

\$72.00/user/year, pay yearly

1 year subscription, Oct 22, 2025 to Oct 21, 2026

Renews on Oct 21, 2026

[Select a different renewal date](#)

Quantity

50

Subtotal (USD)

\$3,600.00

Summary

Estimated taxes

\$302.00

Total:**\$3,902.00**

☒ By checking the box, you authorize recurring payments that will continue unless canceled. Starting today, we'll charge you \$3,600.00 plus \$302.00 estimated taxes every year (tax amount subject to change). You'll be notified before any price changes. **Cancel within 7 days** after your first charge to receive a prorated refund. Turn off recurring billing to stop future charges by visiting your Microsoft account at least 2 days before the next billing date. [Learn about cancellation](#). We'll send you the first invoice for this order within the next 24 hours. [Learn more about invoice timing](#)

By clicking **Place order**, you agree that the subscription is governed by the [Microsoft Customer Agreement](#). Read our [privacy statement](#) for information on how your data is handled.

Place order



Checkout

Billing account

Partner Center Customer bootstrapping

[View details](#)

Bill to

Choose a billing profile

City of T or C IT Dept - visa **7120

[View details](#)[Add new](#)

Product name

Microsoft 365 Business Premium

\$264.00 user/year pay yearly

1 year subscription, Oct 22, 2025 to Oct 21, 2026

Renews on Oct 21, 2026

[Select a different renewal date](#)

Quantity

75

Subtotal (USD)

\$19,800.00

Summary

Estimated taxes: ①

\$1,659.00

Total:**\$21,459.00**

☐ By checking the box, you authorize recurring payments that will continue unless canceled. Starting today, we'll charge you \$19,800.00 plus \$1,659.00 estimated taxes every year (tax amount subject to change). You'll be notified before any price changes. Cancel within 7 days after your first charge to receive a prorated refund. Turn off recurring billing to stop future charges by visiting your Microsoft account at least 2 days before the next billing date. [Learn about cancellation](#). We'll send you the first invoice for this order within the next 24 hours. [Learn more about invoice timing](#)

By clicking Place order, you agree that the subscription is governed by the [Microsoft Customer Agreement](#). Read our [privacy statement](#) for information on how your data is handled.

Place order



Checkout

Billing account

Partner Center Customer bootstrapping
[View details](#)

Bill to

Choose a billing profile

City of T or C IT Dept - visa **7120

[View details](#)

[Add new](#)

Product name

Exchange Online (Plan 2)
\$96.00 user/year, pay yearly
1 year subscription, Oct 23, 2025 to Oct 21, 2026
Renews on Oct 21, 2026
[Select a different renewal date](#)

Quantity

1

Subtotal (USD)

\$96.00

Summary

Estimated taxes: ①

\$8.04

Total:

\$104.04

☐ By checking the box, you authorize recurring payments that will continue unless canceled. Starting today, we'll charge you \$96.00 plus \$8.04 estimated taxes every year (tax amount subject to change). You'll be notified before any price changes. Cancel within 7 days after your first charge to receive a prorated refund. Turn off recurring billing to stop future charges by visiting your Microsoft account at least 2 days before the next billing date. [Learn about cancellation](#). We'll send you the first invoice for this order within the next 24 hours. [Learn more about invoice timing](#)

By clicking Place order, you agree that the subscription is governed by the [Microsoft Customer Agreement](#). Read our [privacy statement](#) for information on how your data is handled.

Place order

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.

Truth or Consequences, NM 87901

PH: (575) 894-6673

FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 82681**Date:** 10/27/2025**Requisition #:** 95296**Vendor #:** 7719

ISSUED TO: MUNICIPAL EMERGENCY SERVICES
PO BOX 851792
MINNEAPOLIS, MN 55485-1792

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	6	HFRP TAIL COAT	HFRP TAIL COAT	209-1603-44615		2,585.00	15,510.00
2	6	HFRP TAIL PANT	HFRP TAIL PANT	209-1603-44615		1,810.00	10,860.00
3	2	LTHEMV-62D	CUSTOM HFRP HONEYWELL PATCH W/VELCRO	209-1603-44615		79.00	158.00
4	2	LT3S07-SL	CUSTOM HFRP HONEYWELL SEWN LETTERS	209-1603-44615		33.00	66.00
5	2	BYBXXXX	BULLARD HELMETS - WHITE	209-1603-44615		560.00	1,120.00
6	2	BYBXXXX	BULLARD HELMETS - BLACK	209-1603-44615		560.00	1,120.00
7	1	BYBXXXX	CUSTOM BULLARD FRONT - ASSISTANT CHIEF	209-1603-44615		105.00	105.00
8	1	BYBXXXX	CUSTOM BULLARD FRONT - CAPTAIN	209-1603-44615		105.00	105.00
9	6	BYBXXXX	CUSTOM BULLARD FRONT - FIREFIGHTER	209-1603-44615		105.00	630.00
10	2	M1x-G-XS-58N	GAUNTLET - SIZE X-SMALL	209-1603-44615		90.00	180.00
11	6	M1x-G-XL-82N	GAUNTLET - SIZE- X-LARGE	209-1603-44615		90.00	540.00
12	6	M1xG2XL82W	GAUNTLET- SIZE- 2X-LARGE	209-1603-44615		90.00	540.00
13	1	FDXL200-5-MED	RED LEATHER STRUCTURAL FIRE BOOT SIZE 5	209-1603-44615		515.00	515.00
14	1	FDXL200-7-MED	RED LEATHER STRUCTURAL FIRE BOOT SIZE 7	209-1603-44615		515.00	515.00
15	1	FDXL-200-8-MED	RED LEATHER STRUCTURAL FIRE BOOT SIZE 8	209-1603-44615		515.00	515.00
16	1	FDXL200-11-WIDE	RED LEATHER STRUCTURAL FIRE BOOT SIZE 11 W/	209-1603-44615		515.00	515.00
17	1	XL200-11.5-WIDE	RED LEATHER STRUCTURAL FIRE BOOT SIZE 11.5 \	209-1603-44615		515.00	515.00
18	2	FDXL200-12-WIDE	RED LEATHER STRUCTURAL FIRE BOOT SIZE 12 W/	209-1603-44615		515.00	1,030.00
19	1	FDXL200-13-WIDE	RED LEATHER STRUCTURAL FIRE BOOT SIZE 13 W/	209-1603-44615		515.00	515.00
20	1	LXFB10-R	3XL GEAR BAG W/HELMET COMPARTMENT, JUMI	209-1603-44615		80.00	80.00
21	0		ESTIMATED SHIPPING COST	209-1603-44615		0.00	725.00
22	0	ELL RESCUE 97000	CUSTOM HOWELL RESCUE ART GLASS REMOVAL	209-1603-44607		0.00	965.00
23	0	AUTO-K-KIT-A	AUTO X CRIB TOOL KITS - KIT A	209-1603-44607		0.00	1,275.00
24	0	TRCS70	RESCUE CHAIN PACKAGE	209-1603-44607		0.00	705.00
25	0	201215-01	FACEPIECE AV-3000 HT SMALL KVLR	209-1603-44615		0.00	1,110.00
26	0	201215-02	FACEPIECE AV-3000 HT MEDIUM KVLR	209-1603-44615		0.00	3,700.00
27	0		FACEPIECE AV-3000 HT LARGE KVLR	209-1603-44615		0.00	3,700.00
28	0		ESTIMATED SHIPPING COST	209-1603-44615		0.00	375.00

FIRE DEPT.

SUBTOTAL:	47,689.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	47,689.00

Chief Purchasing Office

Date:

10/27/25

Director of Finance: Requisition approved electronically.City Manager: Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



REQUISITION

Requisition #: 95296

Date: 09/23/2025

Vendor #: 7719

ISSUED TO: MUNICIPAL EMERGENCY SERVICES
PO BOX 851792
MINNEAPOLIS, MN 55485-1792

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	6 HFRP TAIL COAT		2,585.00 209-1603-44615	15,510.00
2	6 HFRP TAIL PANT		1,810.00 209-1603-44615	10,860.00
3	2 CUSTOM HFRP HONEYWELL PATCH W/VE		79.00 209-1603-44615	158.00
4	2 CUSTOM HFRP HONEYWELL SEWN LETTE		33.00 209-1603-44615	66.00
5	2 BULLARD HELMETS - WHITE		560.00 209-1603-44615	1,120.00
6	2 BULLARD HELMETS - BLACK		560.00 209-1603-44615	1,120.00
7	1 CUSTOM BULLARD FRONT - ASSISTANT		105.00 209-1603-44615	105.00
8	1 CUSTOM BULLARD FRONT - CAPTAIN		105.00 209-1603-44615	105.00
9	6 CUSTOM BULLARD FRONT - FIREFIGHTER		105.00 209-1603-44615	630.00
10	2 GAUNTLET - SIZE X-SMALL		90.00 209-1603-44615	180.00
11	6 GAUNTLET - SIZE- X-LARGE		90.00 209-1603-44615	540.00
12	6 GAUNTLET- SIZE- 2X-LARGE		90.00 209-1603-44615	540.00
13	1 RED LEATHER STRUCTURAL FIRE BOOT		515.00 209-1603-44615	515.00
14	1 RED LEATHER STRUCTURAL FIRE BOOT		515.00 209-1603-44615	515.00
15	1 RED LEATHER STRUCTURAL FIRE BOOT		515.00 209-1603-44615	515.00
16	1 RED LEATHER STRUCTURAL FIRE BOOT		515.00 209-1603-44615	515.00
17	1 RED LEATHER STRUCTURAL FIRE BOOT		515.00 209-1603-44615	515.00
18	2 RED LEATHER STRUCTURAL FIRE BOOT		515.00 209-1603-44615	1,030.00
19	1 RED LEATHER STRUCTURAL FIRE BOOT		515.00 209-1603-44615	515.00
20	1 3XL GEAR BAG W/HELMET COMPARTMEN		80.00 209-1603-44615	80.00
21	0 ESTIMATED SHIPPING COST		0.00 209-1603-44615	725.00
22	0 CUSTOM HOWELL RESCUE ART GLASS R		0.00 209-1603-44607	965.00
23	0 AUTO X CRIB TOOL KITS - KIT A		0.00 209-1603-44607	1,275.00
24	0 RESCUE CHAIN PACKAGE		0.00 209-1603-44607	705.00
25	0 FACEPIECE AV-3000 HT SMALL KVLR		0.00 209-1603-44615	1,110.00
26	0 FACEPIECE AV-3000 HT MEDIUM KVLR		0.00 209-1603-44615	3,700.00
27	0 FACEPIECE AV-3000 HT LARGE KVLR		0.00 209-1603-44615	3,700.00
28	0 ESTIMATED SHIPPING COST		0.00 209-1603-44615	375.00

PO Description: PPE FOR FIRE | FIELD & SAFETY SUPPLIES

Detailed Description:

PPE FOR FIRE DEPT.
SOURCEWELL CONTRACT# 011124
SOURCEWELL CONTRACT# 010424
SEE ATT.
CITY ACCOUNT #73145

FIELD & SAFETY SUPPLIES

Authorized By: _____

SUBTOTAL:	47,689.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	47,689.00



(877) 637-3473

Quote

Quote # QT1979385
Date 09/09/2025
Expires 10/24/2025
Sales Rep Legendre, Michael
PO # TorC - Extrication Equipment and SCBA Masks
Shipping Method FedEx Ground
Customer CITY OF TRUTH OR CONSEQUENCES (NM)
Customer # C60016

Bill To

Accounts Payable
CITY OF TRUTH OR CONSEQUENCES
505 Sims Street
Truth or Consequences NM 87901
United States

Ship To

Chief Paul Tooley
CITY OF TRUTH OR CONSEQUENCES
505 Sims St.
Truth or Consequences NM 87901
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
HOWELL RESCUE	97000		97000 Custom HOWELL RESCUE ART Glass Removal Tool w/extra blade, MP-1000 Blanket, V-Blade Cutter, Battery Cable Cutter, 9 1/2" Griplocks, 8" Adj. Wrench, Spring Window Punch w/ magnetic holder, 12" Pry Bar, plug pattie, Patient shield, Auto Writer (yel), & Utility Knife in Storage/carrying Pouch	1	\$965.00	\$965.00
AUTO-X-KIT-A			Auto X Crib Tool Kits - Kit A	1	\$1,275.00	\$1,275.00
TRC570			TRC 570 Rescue Chain Package - All chains and hooks are 5/16" grade 70 (working load 4,000 lbs.)	1	\$705.00	\$705.00
201215-01			AV-3000 HT (S), KVLR	3	\$370.00	\$1,110.00
201215-02			AV-3000 HT (M), KVLR	10	\$370.00	\$3,700.00
201215-03			AV-3000 HT (L), KVLR	10	\$370.00	\$3,700.00

Subtotal \$11,455.00
Shipping Cost \$375.00
Tax Total \$0.00
Total \$11,830.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.





(877) 637-3473

Quote

Quote # QT1978304
Date 09/09/2025
Expires 09/24/2025
Sales Rep Legendre, Michael
PO # TorC - Bunkers 9-25
Shipping Method FedEx Ground
Customer CITY OF TRUTH OR CONSEQUENCES (NM)
Customer # C60016

Bill To

Accounts Payable
CITY OF TRUTH OR CONSEQUENCES
505 Sims Street
Truth or Consequences NM 87901
United States

Ship To

Chief Paul Tooley
CITY OF TRUTH OR CONSEQUENCES
505 Sims St.
Truth or Consequences NM 87901
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
HFRP Tail Coat	NMTRUT00007		NMTRUT00007 HFRP Tail Coat OUTER SHELL: PBI Max PF Zero Gold. THERMAL LINER: Glide Ice 2 Layer. MOISTURE BARRIER: Crosstech Black.	6	\$2,585.00	\$15,510.00
HFRP Tail Pant	NMTRUT00007		NMTRUT00007 HFRP Tail Pant OUTER SHELL: PBI Max PF Zero Gold. THERMAL LINER: Glide Ice 2 Layer. MOISTURE BARRIER: Crosstech Black.	6	\$1,810.00	\$10,860.00
Custom HFRP Honeywell First Responder	LTHEMV-62D		LTHEMV-62D Custom HFRP Honeywell First Responder Hem Patch w/Velcro - PBI Max - Gold. - FF LAST NAME (1st INITIAL when specified). - Avg. 7 letters. - OK to use 2" letter to fit. Names for hem patches are on sizing sheet.	2	\$79.00	\$158.00
Custom HFRP Honeywell First Responder	LT3S07-SL		LT3S07-SL Custom HFRP Honeywell First Responder 3" sewn letters - lime Scotchlite for hem patch. Names for hem patches are on sizing sheet.	2	\$33.00	\$66.00
BULLARD Helmets	BYBXXXXX		BYBXXXXX BULLARD Helmets Lightweight UST-LW traditional styled, white, fiberglass structural fire helmet with yellow reflective, ReTrak Visor and 6" brass eagle and TrakLite.	2	\$560.00	\$1,120.00
BULLARD Helmets	BYBXXXXX		BYBXXXXX BULLARD Helmets Lightweight UST-LW traditional styled, black, fiberglass structural fire helmet with yellow reflective, ReTrak Visor and 6" brass eagle and TrakLite.	2	\$560.00	\$1,120.00
BULLARD FRONT	BYBXXXXX		BYBXXXXX Custom Bullard Front-**Please attach your BYB form** Custom, 6" leather front. Top line: ASSISTANT CHIEF / Second line: TRUTH OR CONSEQUENCES / Firefighter Scramble, Gold insignia / and Bottom line: ISO CLASS 2.	1	\$105.00	\$105.00
BULLARD FRONT	BYBXXXXX		BYBXXXXX Custom Bullard Front-**Please attach your BYB form** Custom, 6" leather front. Top line: CAPTAIN / Second line: TRUTH OR CONSEQUENCES / Firefighter Scramble, Silver insignia / and Bottom line: ISO CLASS 2.	1	\$105.00	\$105.00



QT1978304



(877) 637-3473

Quote

Quote #

QT1978304

Date

09/09/2025

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
BULLARD FRONT	BYBXXXXX		BYBXXXXX Custom Bullard Front--**Please attach your BYB form** Custom, 6" leather front. Top line: FIREFIGHTER / Second line: TRUTH OR CONSEQUENCES / Firefighter Scramble, Silver insignia / and Bottom line: ISO CLASS 2.	6	\$105.00	\$630.00
M1x-G-XS-58N			M1x FireFit - Gauntlet - Black/Red - Size: X-Small	2	\$90.00	\$180.00
M1x-G-XL-82N			M1x FireFit - Gauntlet - Black/Red - Size: X-Large	6	\$90.00	\$540.00
M1x-G-2XL-82W			M1x FireFit - Gauntlet - Black/Red - Size: 2X-Large	6	\$90.00	\$540.00
FDXL200-5-Med			FDXL200 Red Leather Structural Fire Boot Size 5.	1	\$515.00	\$515.00
FDXL200-7-Med			FDXL200 Red Leather Structural Fire Boot Size 7.	1	\$515.00	\$515.00
FDXL200-8-Med			FDXL200 Red Leather Structural Fire Boot Size 8.	1	\$515.00	\$515.00
FDXL200-11-Wide			FDXL200 Red Leather Structural Fire Boot Size 11 wide.	1	\$515.00	\$515.00
FDXL200-11.5-Wide			FDXL200 Red Leather Structural Fire Boot Size 11.5 wide.	1	\$515.00	\$515.00
FDXL200-12-Wide			FDXL200 Red Leather Structural Fire Boot Size 12 wide.	2	\$515.00	\$1,030.00
FDXL200-13-Wide			FDXL200 Red Leather Structural Fire Boot Size 13 wide.	1	\$515.00	\$515.00
LXFB10-R			Premium 3XL Turnout Gear Bag w/ Helmet Compartment, Jumpsuit Compartment, Reinforced Bottom & Triple Trim Reflective—RED	1	\$80.00	\$80.00

If uniform/PPE items do not fit and need to be returned/exchanged, the items and the item's packaging must be in new/clean condition. Any worn/dirty items or damaged packaging may not be eligible for return/exchange.

Subtotal	\$35,134.00
Shipping Cost	\$725.00
Tax Total	\$0.00
Total	\$35,859.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1978304



Solicitation Number: RFP #010424

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Fire-Dex, LLC, 780 S. Progress Dr., Medina, OH 44256 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Personal Protective Equipment with Related Equipment Cleaning from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

Fire-Dex

Firefighting PPE

#010424-FDX

Maturity Date: 3/27/2028

Website: firedex.com/procurement-contracts 

[Products & Services](#)[Join Sourcewell](#)[Documents](#)[Contact Information](#)

Products & Services

Sourcewell contract 010424-FDX gives access to the following types of goods and services:

- AeroFlex, FXR, FXM, and FXC turnouts
- TECGEN51 multipurpose PPE
- Particulate blocking hoods
- Structural firefighting boots
- FDXL90 technical rescue boots
- EMS and USAR gear
- Wildland gear
- Firefighting helmets
- Structural firefighting gloves
- Extrication gloves
- PPE rentals
- PPE clean and repair services

(Particulate)

[Contact us](#)

011124-MES



Solicitation Number: RFP #011124

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Municipal Emergency Services, Inc., 12 Turnberry Lane, 2nd Floor, Sandy Hook, CT 06482 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Uniforms with Related Products and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

Municipal Emergency Services

Uniforms, tailoring, and fitting services

#011124-MES

Maturity Date: 3/25/2028

[Products & Services](#)[Buy Source well](#)[Documents](#)[Contact Information](#)

Products & Services

Sourcewell contract 011124-MES gives access to the following types of goods and services:

- Training uniforms
- Polo shirts
- Uniform shirts and pants
- Outerwear
-  Patches
- Jackets
-  Tailoring
-  Custom uniform services
-  Embroidery
- Screen printing
- T-shirts

Contact us

Have questions about a contract or



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 17, 2025

Agenda Item #: H.1

SUBJECT: Discussion/Action: Resolution 28 25-26 Supporting the City of Elephant Butte's efforts to Annex the City of Elephant Butte's Wastewater Treatment Plant

DEPARTMENT: Community Development

DATE SUBMITTED: December 11, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: City Manager – Gary Whitehead

Summary/Background:

The City of Elephant Butte's Wastewater Treatment Plant is located within City of Truth or Consequences city limits. Elephant Butte wishes to begin the process annexation to include their wastewater treatment plant within their City Limits.

Recommendation:

Approve Resolution 28 25/26 to support the City of Elephant Butte's efforts and authorize City Manager Gary Whitehead to execute applicable documents as needed.

Attachments:

- Resolution 28 25/26 to be provided by Commission Meeting Date
-

Fiscal Impact (Finance): No

[Click here to enter text.](#)

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

Reviewed by: ☐ City Clerk ☐ Finance ☐ Legal ☐ Other: [Click here to enter text.](#)

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 28 25/26 Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 12-17-25



RESOLUTION NO. 28 25/26

A RESOLUTION SUPPORTING THE CITY OF ELEPHANT BUTTE'S ANNEXATION OF PROPERTY CURRENTLY LOCATED WITHIN THE CITY OF TRUTH OR CONSEQUENCES

WHEREAS, the Governing Body of the City of Truth or Consequences recognizes that the City of Elephant Butte owns and operates its municipal wastewater treatment plant on property currently situated within the municipal boundaries of the City of Truth or Consequences; and

WHEREAS, the City of Truth or Consequences has reviewed the proposed annexation map provided by the City of Elephant Butte and finds that the proposed boundary adjustment does not create any hardship for residents, property owners, utility customers, or businesses in the affected area; and

WHEREAS, the Governing Body believes that public health, fiscal responsibility, and long-term operational liability are best served when a municipality's wastewater treatment infrastructure is located within its own jurisdictional boundaries; and

WHEREAS, the City of Truth or Consequences supports the City of Elephant Butte's interest in assuming full jurisdictional for its wastewater treatment plant, thereby aligning ownership, operation, regulatory oversight, and liability under a single municipal authority; and

WHEREAS, the Governing Body of the City of Truth or Consequences also wishes to affirm its commitment to continued intergovernmental cooperation between the City of Truth or Consequences and the City of Elephant Butte, particularly with respect to wastewater treatment, solid waste services, and any future infrastructure partnerships that serve the best interests of both communities and their shared citizenry.

WHEREAS, the City of Elephant Butte has represented to the City of Truth or Consequences City Commission that the City of Elephant Butte will be taking action to proceed with an annexation pursuant to Chapter 3, Section 7 of the New Mexico State statutes. The City of Truth or Consequences City Commission makes no warranty or representation that this Resolution contains the proper form or content that the City of Elephant Butte will need for its contemplated annexation. In this regard, the City of Truth or Consequences City Commission has encouraged the City of Elephant Butte to perform its own research necessary for the undertaking.

NOW, THEREFORE, BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES HEREBY ACKNOWLEDGES AND SUPPORTS the proposed annexation by the City of Elephant Butte of the property containing the City of Elephant Butte wastewater treatment plant, and expresses its intent to cooperate in all reasonable actions necessary to complete said boundary adjustment in accordance with New Mexico law; and

BE IT FURTHER RESOLVED, THAT the City of Truth or Consequences affirms its commitment to ongoing collaboration with the City of Elephant Butte to ensure that wastewater treatment, solid waste services, and future municipal service needs are met in a manner that best serves both communities.

PASSED, APPROVED AND ADOPTED this 17th day of December 2025.

Rolf Hechler, Mayor

ATTEST:

Angela Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 17, 2025

Agenda Item #: H.2

SUBJECT: Resolution No. 29 25/26 authorizing and approving the submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority.

DEPARTMENT: Community Development

DATE SUBMITTED: December 9, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

The Police Dept. would like to purchase Police Vehicles. We are eligible to apply for a loan through the NM Finance Authority through their Equipment Program. We are eligible to apply for a loan through the NM Finance Authority through their Equipment Program. We would qualify for \$150,000 and the loan would be at a 2% rate, and the balance would be at 4%.

Recommendation:

Approve Resolution 29 25/26 and Authorize City Manager to execute applicable documents

Attachments:

- Resolution No. 29 25/26
- Quotes

Fiscal Impact (Finance): Choose an item.

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 29 25/26 Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-17-25

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



*505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-7767
www.torcnm.org*

*Destiny Mitchell
Commissioner*

*Ingo Hoepfner
Commissioner*

*Gary Whitehead
City Manager*

RESOLUTION NO. 29 25/26

AUTHORIZING AND APPROVING THE SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY

WHEREAS, the City of Truth or Consequences is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 (the "Act"), and the City Commission is authorized to borrow funds and/or issue bonds for the financing of public projects for the benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority has established a program for financing projects from the Public Project Revolving Fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application for financial assistance from the Authority for public projects; and

WHEREAS, the Governing Body intends to undertake the acquisition, construction, and improvement of Street Sweeper Loan Application ("Project") for the benefit of the Governmental Unit and its citizens; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body, and this resolution approving the submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Commission of the City of Truth or Consequences, that:

All prior actions of the Governing Body and its officers and employees directed toward the preparation and submission of the Application and the Project, to the extent consistent with this resolution, are hereby ratified, approved, and confirmed.

The completed Application submitted to the Governing Body is hereby approved and confirmed.

The officers and employees of the Governing Body are hereby directed and authorized to submit the completed Application to the Authority for its review, to take such further actions as may be requested by the Authority during its consideration of the Application, and to proceed with arrangements for financing the Project.

All resolutions or parts thereof in conflict with this resolution are hereby repealed.

This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 17th day of December, 2025.

By: _____
Rolf Hechler, Mayor

ATTEST:

Angela Torres, City Clerk



NEW MEXICO FINANCE AUTHORITY

NMFA Use Only:

App. #:	-PP
FA assigned:	
Legislative Authorization	

PUBLIC PROJECT REVOLVING FUND EQUIPMENT APPLICATION

I. GENERAL INFORMATION

A. APPLICANT /ENTITY

Application Date:

Applicant/Entity:			
Address:			
County		Census Tract:	
Federal Employer Identification Number (EIN) as issued by the IRS:			
Legislative District:	Senate:		House:
Phone:		Fax:	
Email Address:			
Individual Completing Application:			
Address:			
Phone:		Fax:	
Email Address:			

II. PROJECT SUMMARY

- A. **Project Description.** Complete the following information, using additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

1. Description of Equipment:

2. When do you need NMFA funds available? _____

B. Total Project Cost & Sources of Funds Detail.

Equipment Items	NMFA Funds Requested	Other Public Funds*	Private Funds	Total
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Total Cost:\$	\$	\$	\$	\$

III. FINANCING

A. Specify the revenue to be pledged as security for the NMFA loan (a revenue source must be pledged for this type of project).

- ☐ Municipal Local Option GRT – please specify: _____
- ☐ County Option GRT – please specify: _____
- ☐ Other Tax-Based Revenue: _____
- ☐ State-Shared GRT
- ☐ Law Enforcement Funds
- ☐ Fire Protection Funds
- ☐ Other Revenue: _____

B. Preferred financing term: _____ years.

C. Is any debt being repaid from the revenue source(s) referenced in A (1)? Yes ☐ No ☐

If yes, provide bond or loan documents and payment schedule for any existing debt service being paid from the same revenues that would be used to repay a NMFA loan.

IV. READINESS TO PROCEED ITEMS

A. The following items must accompany this application in order for this application to be considered complete:

- ☐ Equipment cost breakdown (if applicable)
- ☐ Three most recently completed fiscal year audit reports

- ☐ Current unaudited financials
- ☐ Current fiscal year budget
- ☐ Equipment Application
- ☐ Application Resolution
- ☐ Minutes of public hearing meeting approving submission of application
- ☐ Any additional information requested by NMFA

V. CERTIFICATION

I certify that:

We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

We will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Signature:

Title:

(highest elected official)

Jurisdiction:

Print Name:

Date:

Signature:

Date:

Finance Officer/Director:



VEHICLE QUOTE

November 10, 2025

CITY OF TRUTH OR CONSEQUENCES

NEW MEXICO STATE PRICE AGREEMENT #40-00000-24-00068

ITEM #9 2026 FORD EXPLORER POLICE INTERCEPTOR UTILITY AWD

MSRP

\$54,055.00

9.5% Contract Discount

<5,135.00>

SUB-TOTAL

\$48,920.00

X4

TOTAL

\$195,680.00

MelloyLosLunas.com | 499 Emilio Lopez Road NW Los Lunas, NM 87031 | (505) 866-3100



DODGE



CHRYSLER

Jeep





Quotation

Date Nov 12, 2025	Page 2
Order Number QTE0042784	

New Mexico Emergency Products

3211 University Blvd. SE, Suite C

Albuquerque, NM 87106

Phone: (505) 242-9111

Fax: (505) 246-2267

Sold To:

Truth or Consequences Police Dept.
Chief L. Alirez
507 McAdoo Street
T or C, NM 87901

Ship To:

AEP New Mexico
3211 University Blvd. SE, Suite C
Albuquerque, NM, 87106

Reference FED SIG BUILD	PO Number	Customer No. TRU10502	Salesperson FJ	Order Date Nov 12, 2025	Ship Via	Terms NET30
----------------------------	-----------	--------------------------	-------------------	----------------------------	----------	----------------

Year	Make Ford	Model PPV	Color Black	State Contract # 20-00000-21-00030
------	--------------	--------------	----------------	---------------------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
4.00	LEDS04070 / MPS62U-RW	FSJ Micro PULse Ultra 6 Dual color 12-led RW	120.1500	N	480.60
4.00	LEDS04071 / MPS62U-BW	FSJ Micro PULse Ultra 6 Dual color 12-led BW	120.1500	N	480.60
4.00	LEDS04311 / MPS122U-RW	(24) LEDs, Red/White	157.9500	N	631.80
4.00	LEDS04310 / MPS122U-BW	(24) LEDs, Blue/White	157.9500	N	631.80
8.00	INST05526 / Parts	KIT,ANGLED BEZEL,MPS12U,BLACK ***2 front of bumper, 2 side of bumper***	37.4200	N	299.36
4.00	SIRE00225 / 750501	AS-124 heat and corrosion resistant nylon, class A siren speaker with field replaceable driver	0.0000	N	0.00
4.00	INST05526 / Parts	DURAFORCE,AS124 PUSH BUMPER SPKR BRKT Kit find out if they want bumper or behind grill mount ***SIDE FACING LIGHTS***	0.0000	N	0.00
4.00	LEDS04070 / MPS62U-RW	FSJ Micro PULse Ultra 6 Dual color 12-led RW	120.1500	N	480.60
4.00	LEDS04071 / MPS62U-BW	FSJ Micro PULse Ultra 6 Dual color 12-led BW	120.1500	N	480.60
8.00	INST05657 / MPSM6-LB	GENERIC L-BRACKET FRO MPS600 LED	14.4600	N	115.68

Quotation continued on next page ...



Quotation

Date Nov 12, 2025	Page 3
Order Number QTE0042784	

New Mexico Emergency Products

3211 University Blvd. SE, Suite C
Albuquerque, NM 87106
Phone: (505) 242-9111
Fax: (505) 246-2267

Sold To:

Truth or Consequences Police Dept.
Chief L. Alirez
507 McAdoo Street
T or C, NM 87901

Ship To:

AEP New Mexico
3211 University Blvd. SE, Suite C
Albuquerque, NM, 87106

Reference FED SIG BUILD	PO Number	Customer No. TRU10502	Salesperson FJ	Order Date Nov 12, 2025	Ship Via	Terms NET30
----------------------------	-----------	--------------------------	-------------------	----------------------------	----------	----------------

Year	Make Ford	Model PPV	Color Black	State Contract # 20-00000-21-00030
------	--------------	--------------	----------------	---------------------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		THESE GO ON THE SIDE OF THE REAR WINDOW			
		REAR FACING LIGHTS			
		***LICENSE PLATE LIGHTS			
8.00	LEDS04183 / MPS122U-RB	Fedsig Micropulse Ultra, 24-LED Lighthouse Red/Blue	157.9500	N	1,263.60
		REAR HATCH DOOR LIGHTS			
8.00	LEDS04183 / MPS122U-RB	Fedsig Micropulse Ultra, 24-LED Lighthouse Red/Blue	120.1500	N	961.20
		THESE GO UNDER THE HATCH DOOR			
		REAR WINDOW LIGHT			
4.00	LBAR04543 / SIFMJH-FPIU20-P3	Rear Interio ILS Dual Color	981.4500	N	3,925.80
		CONSOLE, COMP MOUNT, DOCKING STATION			
4.00	CONS01621 / C-VS-1012-INUT	22 Inch Angled Center Console for a 2020 + PI-SUV	487.3500	N	1,949.40
4.00	FACE00193 / C-EB40-CCS-1P	Havis 4" faceplate for Whelen Cencom controller PB 2012-09-01	0.0000	N	0.00

Quotation continued on next page ...



Quotation

Date Nov 12, 2025	Page 4
Order Number QTE0042784	

New Mexico Emergency Products

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Reference FED SIG BUILD	PO Number	Customer No. TRU10502	Salesperson FJ	Order Date Nov 12, 2025	Ship Via	Terms NET30
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Year	Make Ford	Model PPV	Color Black	State Contract # 20-00000-21-00030
------	--------------	--------------	----------------	---------------------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
4.00	FACE00216 / C-EB25-XTL-1P	Havis Shield Faceplate for Motorola Radio XTL2500.	0.0000	N	0.00
4.00	FACE00186 / C-FP-2	HAVIS 2" BLANK FACEPLATE	0.0000	N	0.00
4.00	FACE00184 / C-FP-15	Havis 1.5" blank faceplate PB 2012-09-01	0.0000	N	0.00
4.00	CONS01623 / CUP2-1001	Self-Adjusting Dual Cup Holder	51.0300	N	204.12
4.00	VACC02971 / C-USB-3	USB Type C & USB Type A Dual Port Charger	74.3600	N	297.44
4.00	CONS01844 / C-AP-0325-1	3" Rubber Lined Composite Accessory Pocket, 2.5" Deep	38.6400	N	154.56
4.00	CONS00396 / C-ARM-102	Havis-Shields Side Mount Adjustable Armrest PB 2012-09-01	70.7100	N	282.84
4.00	CONS01915 / C-APW-0744-1	7" Accessory Pocket, 4.4" Deep for 3.3" Wide Console	22.6000	N	90.40
8.00	CONS00357 / C-MCB	Havis mic clip bracket PB 2012-09-01	14.5800	N	116.64
8.00	CONS01276 / MMBP-25	Magnetic Microphone Mount BP	47.1800	N	377.44
4.00	COMP01556 / C-MD-119	HAVIS 11" Slide Locking Swing Arm W/ Low Pro Motion Adapte	306.9900	N	1,227.96

Quotation continued on next page ...



Quotation

Date Nov 12, 2025	Page 5
Order Number QTE0042784	

New Mexico Emergency Products

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Ship To:

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Reference FED SIG BUILD	PO Number	Customer No. TRU10502	Salesperson FJ	Order Date Nov 12, 2025	Ship Via	Terms NET30
----------------------------	-----------	--------------------------	-------------------	----------------------------	----------	----------------

Year	Make Ford	Model PPV	Color Black	State Contract # 20-00000-21-00030
------	--------------	--------------	----------------	---------------------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
4.00	COMP02115 / DS-DELL-436N-3	Dock Station, Basic Port Replication, Triple Pass & pow supp ***GUN LOCK***	1,171.2600	N	4,685.04
4.00	GUNM00726 / GVPMD-H	Partition Mounted Tri-Lock Gun Rack w/ Handcuff Key ***PRISONER PARTITION & EQUIPMENT	559.9400	N	2,239.76
4.00	PRIS02187 / KIT-TP-SL6U-BB-SS	2020 PI Utility US Partition Kit	884.7700	N	3,539.08
4.00	PRIS02103 / WG-20-FDUV-SET	Window Bars vs. Steel 20+ Explorer	235.4400	N	941.76
4.00	PRIS02315 / AC-UV20-D-PLT	Troy 2020+ PIU driver/pass side door handle covers	39.8100	N	159.24
4.00	PRIS02007 / PS-20-UVFX-OS-R	Troy/PTS 2020+ PI-SUV plastic seat w/ OS belts rear square h ***CARGO VAULT, SPARE TIRE ACCESS**	1,517.6300	N	6,070.52
4.00	STOR01288 / "UP" 2020-C	'E/Z Vault "UP" 44Wx24Dx8H Single drawer vault allows access to spare tire ***HARNESS, MODULES, & JUNCTION BOX***	2,167.9800	N	8,671.92
4.00	PATC00231 / SM001	Patrol Power, Gen2, Univ Surface Mount	775.9100	N	3,103.64

Quotation continued on next page ...



Quotation

Date Nov 12, 2025	Page 6
Order Number QTE0042784	

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Reference FED SIG BUILD	PO Number	Customer No. TRU10502	Salesperson FJ	Order Date Nov 12, 2025	Ship Via	Terms NET30
Year	Make Ford	Model PPV	Color Black	State Contract # 20-00000-21-00030		

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
4.00	VACC03577 / OBDCABLE16-7	16 Foot OBDII Interface Cable. 2025+ Pi-SUV	133.6500	N	534.60
4.00	SIRE00583 / EXPMOD24	24-Channel Expansion Module, Pathfinder Siren	257.8500	N	1,031.40
		STALKER RADAR UNIT			
4.00	VACC01081 / 806-0022-00	Stalker Dual DSR KA Band (Package) Unit	3,450.0600	N	13,800.24
		CUSTOMER SUPPLY MATERIALS TO BE INSTALLED			
4.00	INST05685 / CSM	RADIO AND ANTENNA	0.0000	N	0.00
		WINDOW TINT			
4.00	TINT90001 / Window Tint	Tint front Driver and Passenger doors to match factory tint	145.0000	N	580.00
		LABOR, SHOP SUPPLIES, SHIPPING			
240.00	LABO90060 / LABOR	Installation Labor	105.0000	Y	25,200.00
1.00	INST05440 / AEP-Misc	Miscellaneous shop supply items	400.0000	N	400.00
		Shipping		N	1,500.00

Thank you for the opportunity to earn your business

Terms & Conditions:

• ESTIMATES VALID FOR 30 DAYS

- Orders will be invoiced upon notification of completion
- Returns subject to 25% restocking fee. No returns on special order items.
- Credit Card payments accepted for payments of orders/invoicing totaling \$10,000 or less only.

SIGNATURE (not required if PO/contract is issued) _____

Parts	79,201.44
Labor / Services	25,200.00
Trans / Trip / Fee	0.00
Shipping	1,500.00
Order Discount	0.00
Subtotal	105,901.44
Total sales tax	1,921.50
Total order	107,822.94



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 17, 2025

Agenda Item #: H.3

SUBJECT: Resolution No. 30 25/26 authorizing and approving the submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority.

DEPARTMENT: Community Development

DATE SUBMITTED: December 9, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Assistant City Manager Traci Alvarz/City Manager Gary Whitehead

Summary/Background:

The City needs to begin the process of transitioning the WSPI-2 Predevelopment Loan to Construction Loan. The Construction Loan would pay off the BOSW Predevelopment Loan with interest. Once all loan funds have been expended, USDA would pay off NMFA and the loan would be with USDA and the remaining project balance would be paid with USDA Grant funds. Staff would like to begin this process with NMFA to see if it is possible. Loan amount requested would be approximately \$2,673,000.00

Recommendation:

Approve Resolution 30 25/26 and Authorize City Manager to execute applicable documents

Attachments:

- Resolution No. 30 25/26
- USDA Letter of Conditions and Bank of the SW Loan Documents available upon request

Fiscal Impact (Finance): TBD

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 30 25/26 Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-17-25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 17, 2025

Agenda Item #: H.3

SUBJECT: Resolution No. 30 25/26 authorizing and approving the submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority.

DEPARTMENT: Community Development

DATE SUBMITTED: December 9, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Assistant City Manager Traci Alvarez/City Manager Gary Whitehead

Summary/Background:

The City needs to begin the process of transitioning the WSPI-2 Predevelopment Loan to Construction Loan. The Construction Loan would pay off the BOSW Predevelopment Loan with interest. Once all loan funds have been expended, USDA would pay off NMFA and the loan would be with USDA and the remaining project balance would be paid with USDA Grant funds. Staff would like to begin this process with NMFA to see if it is possible. Loan amount requested would be approximately \$2,673,000.00

Recommendation:

Approve Resolution 30 25/26 and Authorize City Manager to execute applicable documents

Attachments:

- Resolution No. 30 25/26
- USDA Letter of Conditions and Bank of the SW Loan Documents available upon request

Fiscal Impact (Finance): TBD

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 30 25/26 Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-17-25

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



*505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-7767
www.torcnm.org*

*Destiny Mitchell
Commissioner*

*Ingo Hoepfner
Commissioner*

*Gary Whitehead
City Manager*

RESOLUTION NO. 30 25/26

AUTHORIZING AND APPROVING THE SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY

WHEREAS, the City of Truth or Consequences is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 (the "Act"), and the City Commission is authorized to borrow funds and/or issue bonds for the financing of public projects for the benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority has established a program for financing projects from the Public Project Revolving Fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application for financial assistance from the Authority for public projects; and

WHEREAS, the Governing Body intends to undertake the acquisition, construction, and improvement of Street Sweeper Loan Application ("Project") for the benefit of the Governmental Unit and its citizens; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body, and this resolution approving the submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Commission of the City of Truth or Consequences, that:

All prior actions of the Governing Body and its officers and employees directed toward the preparation and submission of the Application and the Project, to the extent consistent with this resolution, are hereby ratified, approved, and confirmed.

The completed Application submitted to the Governing Body is hereby approved and confirmed.

The officers and employees of the Governing Body are hereby directed and authorized to submit the completed Application to the Authority for its review, to take such further actions as may be requested by the Authority during its consideration of the Application, and to proceed with arrangements for financing the Project.

All resolutions or parts thereof in conflict with this resolution are hereby repealed.

This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 17th day of December, 2025.

By: _____
Rolf Hechler, Mayor

ATTEST:

Angela Torres, City Clerk



NEW MEXICO FINANCE AUTHORITY

NMFA Use Only:

App. #:	-PP
FA assigned:	
Legislative Authorization	

PUBLIC PROJECT REVOLVING FUND EQUIPMENT APPLICATION

I. GENERAL INFORMATION

A. APPLICANT /ENTITY

Application Date:

Applicant/Entity:			
Address:			
County		Census Tract:	
Federal Employer Identification Number (EIN) as issued by the IRS:			
Legislative District:	Senate:		House:
Phone:		Fax:	
Individual Completing Application:			
Address:			
Phone:		Fax:	
Email Address:			

II. PROJECT SUMMARY

- A. **Project Description.** Complete the following information, using additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

1. Description of Equipment:

2. When do you need NMFA funds available? _____

B. Total Project Cost & Sources of Funds Detail.

Equipment Items	NMFA Funds Requested	Other Public Funds*	Private Funds	Total
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Total Cost:\$	\$	\$	\$	\$

III. FINANCING

A. Specify the revenue to be pledged as security for the NMFA loan (a revenue source must be pledged for this type of project).

- ☐ Municipal Local Option GRT – please specify: _____
- ☐ County Option GRT – please specify: _____
- ☐ Other Tax-Based Revenue: _____
- ☐ State-Shared GRT _____
- ☐ Law Enforcement Funds _____
- ☐ Fire Protection Funds _____
- ☐ Other Revenue: _____

B. Preferred financing term: _____ years.

C. Is any debt being repaid from the revenue source(s) referenced in A (1)? Yes ☐ No ☐

If yes, provide bond or loan documents and payment schedule for any existing debt service being paid from the same revenues that would be used to repay a NMFA loan.

IV. READINESS TO PROCEED ITEMS

A. The following items must accompany this application in order for this application to be considered complete:

- ☐ Equipment cost breakdown (if applicable)
- ☐ Three most recently completed fiscal year audit reports

- ☐ Current unaudited financials
- ☐ Current fiscal year budget
- ☐ Equipment Application
- ☐ Application Resolution
- ☐ Minutes of public hearing meeting approving submission of application
- ☐ Any additional information requested by NMFA

V. CERTIFICATION

I certify that:

We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

We will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Signature:

Title:

(highest elected official)

Jurisdiction:

Print Name:

Date:

Signature:

Date:

Finance Officer/Director:



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 17, 2025

Agenda Item #: H.4

SUBJECT: Resolution No. 31 25/26 Recognizing the importance of Cooperation with Federal, State and Local Law Enforcement Agencies

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: December 11, 2025

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Commissioner Fahl

Summary/Background:

This is a Resolution to proclaim the support of Federal, State and Local Law Enforcement Agencies.

Recommendation:

Approval of Resolution No. 31 25/26.

Attachments:

- Resolution No. 31 25/26

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY – COMMISSION ACTION TAKEN

Resolution No. 31 25/26 Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-17-25



RESOLUTION NO. 31 25/26

A RESOLUTION PROCLAIMING THE IMPORTANCE OF COOPERATION WITH FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT AGENCIES

WHEREAS, the of the City Truth or Consequences Commission met in a duly noticed, regular meeting on December 17, 2025, at 9:00 am, in the Commission Chambers at 405 West 3rd Street in Truth or Consequences, New Mexico 87901;

WHEREAS, the City Commission has the authority to pass ordinances and other measures conducive to the welfare of the municipality, specifically, Section 3-14-1, NMSA 1978;

WHEREAS, the safety and security of the residents of Truth or Consequences, New Mexico, is a paramount responsibility of the local government; and

WHEREAS, the city pledges to support federal law enforcement agencies, and all state and local law enforcement agencies to uphold federal, state, and local laws to protect our citizens from threats; and

WHEREAS, criminal activity often crosses jurisdictional boundaries, necessitating seamless cooperation and communication between local, state and federal law enforcement agencies to effectively combat crime and ensure justice for all citizens; and

WHEREAS, the dedication, bravery and professionalism of law enforcement officers at all levels of government are essential to maintaining public peace and order; and

WHEREAS, collaborative efforts, joint investigations, and mutual aid agreements enhance our collective ability to address complex criminal challenges and respond to emergencies.

NOW, THEREFORE, BE IT RESOLVED THAT, the City of Truth or Consequences Commission acknowledges the importance of continued and robust cooperation with our federal, state, and local law enforcement partners, and encourages all residents and local officials to recognize and support the collaborative efforts that ensure the safety and well-being of our community.

PASSED, APPROVED AND ADOPTED this 17th day of December 2025.

Rolf Hechler, Mayor

ATTEST:

Angela Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 17, 2025

Agenda Item #: I.1

SUBJECT: Discussion/Action: Variance request for 915 Poplar St – requesting allowance for a 10ft setback for a carport

DEPARTMENT: Community Development

DATE SUBMITTED: December 11, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Property is in the R-1 Zone. Applicant is requesting a variance from Chapter 16 - Article XIV - Sec. 11-14-2 – Standards: It does not meet the required front setback of 25 ft. for the R-1 Zone. Applicant is requesting a 10ft setback from the front property lines for the purpose of a carport.

Public Hearing was held at the P & Z meeting on 12-8-2025. No opponents or proponents. Board recommended approval unanimously.

Recommendation:

Consider the recommendation of the Planning and Zoning Board and approve/deny.

Attachments:

- P & Z Agenda Packet
- P & Z Draft Meeting Minutes

Fiscal Impact (Finance): Choose an item.

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

Reviewed by: ☐ City Clerk ☐ Finance ☐ Legal ☐ Other: [Click here to enter text.](#)

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 12-17-25



CITY OF TRUTH OR CONSEQUENCES
PLANNING AND ZONING COMMISSION ACTION FORM
DATE: 12-8-2025

ITEM: Public Hearing/Discussion/Action – Variance request for 915 Poplar St – requesting allowance for a 10ft setback for a carport

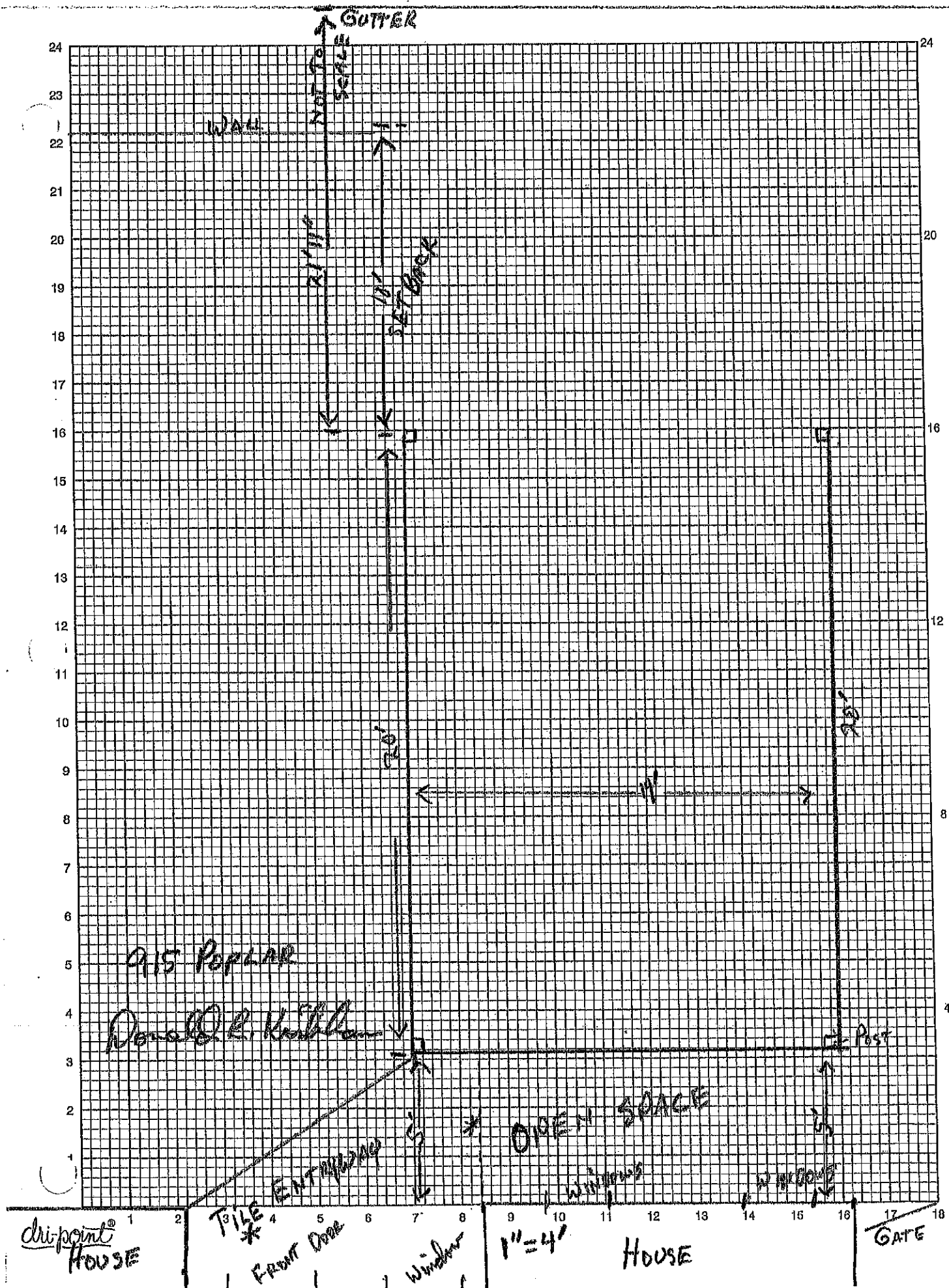
BACKGROUND:

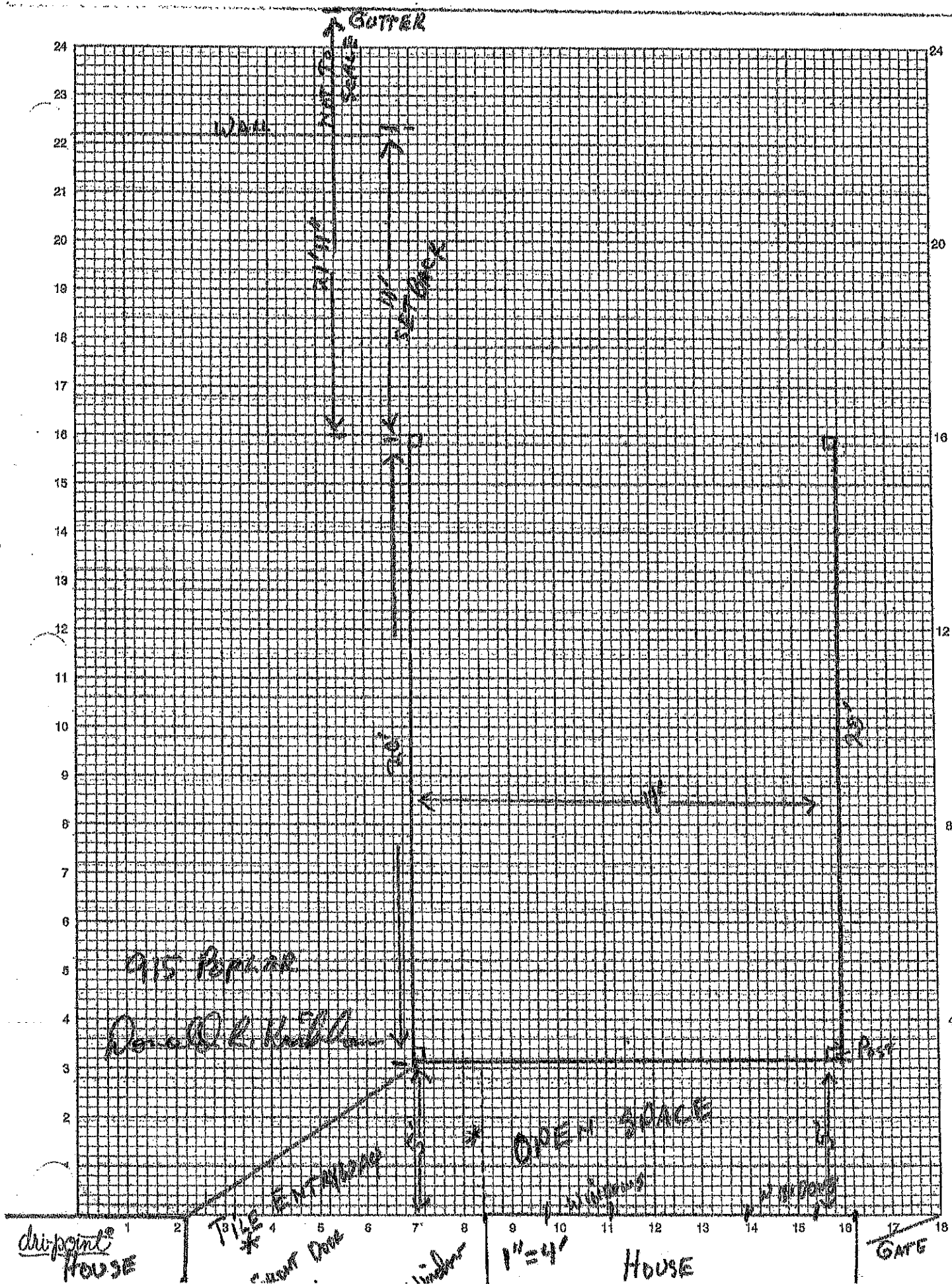
Property is in the R-1 Zone. Applicant is requesting a variance from Chapter 16 - Article XIV - Sec. 11-14-2 – Standards: It does not meet the required front setback of 25 ft. for the R-1 Zone. Applicant is requesting a 10ft setback from the front property lines for the purpose of a carport.

SUPPORT INFORMATION:

Site Plan
Parcel Map
Public Hearing Notice
Applicable Code
7 Findings of Facts

Name of Drafter: Traci Alvarez	: Assistant City Manager	
E-mail: talvarez@torcnm.org	Phone: 575-952-0565	

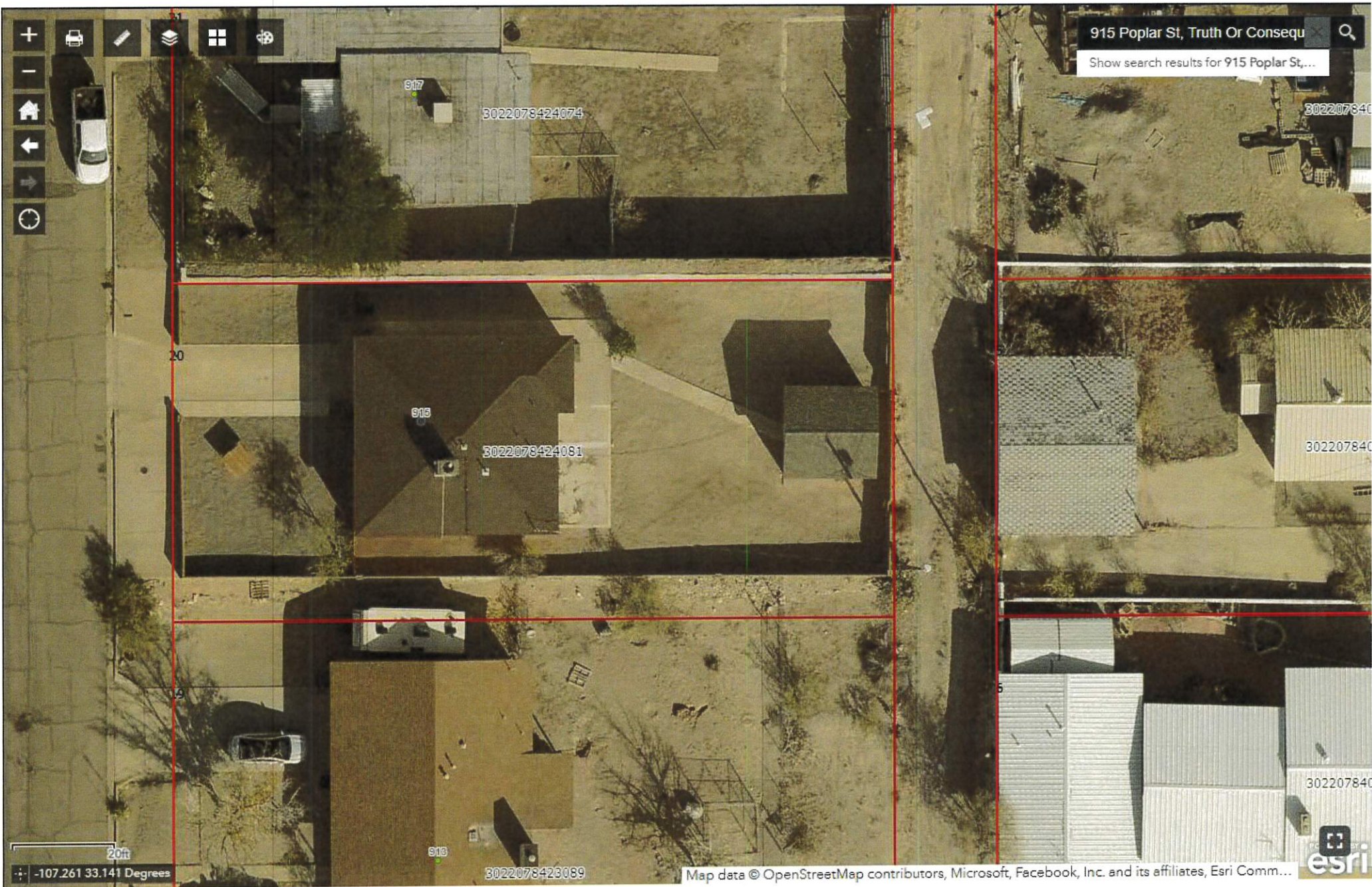












*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



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*Destiny Mitchell
Commissioner*

*Ingo Hoepfner
Commissioner*

*Gary Whitehead
City Manager*

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Monday, December 8, 2025, to receive input regarding the following:

Public Hearing/Discussion/Action: Variance Request for 915 Poplar Street. Applicant is requesting a variance from Chapter 16 - Article XIV - Sec. 11-14-2 – Standards: It does not meet the required front setback of 25 ft. for the R-1 Zone. Applicant is requesting a 10 ft setback from the front property lines for the purpose of a carport.

The meeting will be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico starting at 4:00 p.m.

Please contact Traci Alvarez at (575) 952-0565 or by email at talvarez@torcnm.org should you have any questions regarding this Public Hearing.

The agenda for this meeting may be obtained on Friday, November 7, 2025, on the city website at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

/s/ Angela A. Torres, CMC, City Clerk

Publish on the following date:

- Sentinel– Thursday, November 20, 2025

Sec. 11-10-3. Permanent Accessory Building.

Permanent accessory buildings and structures shall be permanently attached to a slab or foundation and shall be subject to the following provisions:

- A. *Height:* A maximum height of fifteen (15) feet is permitted.
- B. *Accessory Use or Structure:* A subordinate use or structure customarily incidental to and located on the same lot with the principal use or building, and shall not occupy more than thirty percent (30%) of the rear yard.
- C. *Set-back Requirements (All Districts):*
 - 1. *Interior lot:* No less than ten (10) feet from main use or structure and in conformance with the front setback for that district and no less than five (5) feet from the property lines of side and rear yards.
 - 2. *Lots with more than one street frontage:* No less than ten (10) feet from main use or structure, and no less than five (5) feet from the property line of yards without street frontage.
 - 3. *Permanent Accessory Building, Setback Requirements:* Open-sided carports may be adjacent to main use or structures and no closer than five (5) feet from property lines in yards other than the primary front yard. Such carports may not encroach in the clear-sight triangle.

Sec. 11-14-2. - Standards For Districts.

District	Lots: Minimum Front Setback	Yards: Minimum Rear Setback	Yards: Minimum Side Setback
R-1	25'	25'	8'
R-2	25'	20'	6' or 0'*
R-3	20'	15'	5' or 0'*
R-4	25'	25'	5'
RR-1	25'	15'	5'
C-1	20'	15'	5' or 0'*
M-1	25'	25'	5' or 0'*
T-1	25'	25'	15'

* As permissible per Section 11-14-3 and 11-14-4.

District	Lots: Minimum Area	Lots: Minimum Width	Dwelling: Minimum Area	Maximum Height
R-1	9,000 s. f.	60'	1,200 s. f.	26'
R-2: Single-Family	5,000 s. f.	60'	900 s. f.	26'
R-2: Two-Family	4,000 s. f./unit	60'	650 s. f./unit	35'
R-2: Multiple-Family	3,500 s. f./unit	60'	600 s. f./unit	35'
R-2: Apartments	3,500 s. f./unit	60'	500 s. f./unit	35'

R-2: MH*	5,000 s. f.	60'	900 s. f.	26'
R-3: Single-Family	4,500 s. f.	45'	700 s. f.	35'
R-3: Two-Family	3,000 s. f./unit	45'	500 s. f./unit	35'
R-3: Multiple-Family	3,000 s. f./unit	45'	450 s. f./unit	35'
R-3: Apartments	2,000 s. f./unit	45'	400 s. f./unit	35'
R-3: NM*	4,500	45'	550 s. f.	26'
R-4	1 acre	75'	1,200 s. f.	26'
RR-1	5,000 s. f.	50'	800 s. f.	26'
C-1	5,000 s. f.	60'	" "	35'
C-1: MH*	4,000 s. f.	45'	550 s. f.	26'
M-1	" "	60'	" "	35'
T-1	21,780 s. f.	100'	800 s. f.	35'
T-1: MH*	21,780 s. f.	60'	550 s. f.	26'

* Not located within MHP

Sec. 11-14-3. - Residential and Transition Districts: Additional Provisions and Exceptions.

The following provisions shall apply to all development in a residential or transition District:

A. *SETBACK EXCEPTIONS:*

1. A minimum side yard setback of zero (0) feet in a residential District only, providing all the following requirements are met:
 - a. The setbacks are authorized by the City Commission as part of an approved development.
 - b. There shall be no less than ten (10) feet, including roof overhang, between structures, except approved condominium and townhouse developments with common wall construction.
 - c. All zero (0) lot lines shall be on the same side of all lots in a development.

2. The minimum setback distance shall be maintained for both front yards of a corner lot. A lesser setback for one front yard of a triple frontage lot shall be considered upon application for variance to the Planning and Zoning Commission.
 3. New dwellings may be erected as close to a front property line as the average distance established by existing dwellings on that side of the block, provided the lots on the same side of the block are fifty (50) percent developed.
 4. An addition to a main dwelling shall be permitted as an extension of existing building lines, which have non-conforming setbacks. Setbacks for such addition shall be the same as the main dwelling.
 5. There shall be a minimum setback of one (1) foot for each foot in height of any building, other than a single or two family dwelling, abutting on R-1 or R-2 District.
- B. *FRONT-YARD PARKING.* Parking areas shall not cover over one-third ($1/3$) of any open area between the front of a dwelling and the front property line; except in cases of a cul-de-sac, two-thirds ($2/3$) of a front yard can be used; and on existing lots less than fifty (50) feet, a twenty (20) feet parking area is permitted. Townhouses and apartment lots may use three fourths ($3/4$) of the front yard for parking.
- C. *MINIMUM DISTANCE BETWEEN STRUCTURES.* There shall be no less than ten (10) feet between buildings or structures located on the same lot, tract, or parcel.
- D. *EASEMENT ENCROACHMENTS.* There shall be no permanent structures located on easements without written approval of the City Commission.

Sec. 11-14-4. - Commercial and Manufacturing Districts: Additional Provisions and Exceptions.

The following provisions shall apply to all development in a commercial or manufacturing Districts:

- A. *SETBACK EXCEPTION.*
1. A zero (0) foot side yard shall be permitted only when:
 - a. A building on the abutting side is at least five (5) feet from the property line; or
 - b. Both buildings share a common wall on the side property line; or
 - c. When the abutting property is undeveloped. Otherwise, a five (5) foot setback is required.
 2. There shall be a minimum setback of one (1) foot for each foot in height of any building abutting a residential District. There shall be at least a minimum distance of thirty (30) feet maintained between any residential dwelling and any commercial or industrial structure.
- B. *MINIMUM DISTANCE BETWEEN STRUCTURES.* There shall be no less than ten (10) feet between buildings or structures located on the Same lot, tract, or parcel.
- C. *PRIVATE STREETS.* All non-dedicated streets or private drives shall be a minimum of twenty-four (24) feet in width.

PLANNING AND ZONING COMMISSION

FINDINGS OF FACTS CHECKLIST

Request Date_____ Address_____

Findings of facts for recommendations and decisions.

In considering all requests, the Planning and Zoning Commission shall review applicable plans and determine whether the request will:

1. Impair an adequate supply of light and air to adjacent property;
2. Unreasonably increase the traffic in public streets;
3. Increase the danger of fire or endanger the public safety;
4. Deter the orderly and phased growth and development of the community;
5. Unreasonably impair established property values within the surrounding area;
6. In any other respect impair the public health, safety and general welfare of the City; or
7. Constitute a spot zone* and therefore adversely affect adjacent property values.

All actions or recommendations by the Planning and Zoning Commission shall be based on Findings of Facts as to the impacts of the proposal, using the criteria listed in numbers 1 through 7, above. The Planning and Zoning Commission shall review each of the above listed factors and accord each factor the necessary weight on a case-by-case basis in making its determination.

*Spot Zoning: The singling out of a lot or small area for a District change, which is out of harmony with the comprehensive plan and surrounding land to secure special benefits for a particular property owner without regard for the rights of adjacent landowners.

**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
MONDAY, DECEMBER 8, 2025**

REGULAR MEETING

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, December 8, 2025 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

Chris Sisney, Chairman
Susan Buhler, Vice Chairman
Esther Luchini, Member Absent
Lisa Kent, Member Absent
Molly Hammer, Member

ALSO PRESENT:

Gary Whitehead, City Manager
Traci Alvarez, Assistant City Manager
Katy Martinez, Deputy Clerk

1. APPROVAL OF AGENDA:

Vice Chairman Buhler made a motion to approve the agenda. Member Hammer seconded the motion. Motion carried unanimously.

2. APPROVAL OF MINUTES:

a) November 10, 2025.

Member Hammer made a motion to approve the minutes. Vice Chairman Buhler seconded the motion. Motion carried unanimously.

3. COMMENTS FROM THE PUBLIC (3 Minute Rule Applies)

There were no comments from the public.

Deputy Clerk Martinez swore in the participants for the public hearings.

4. PUBLIC HEARINGS (5 Minute Rule Applies)

a) Public Hearing/Discussion/Action: Variance Request for 915 Poplar Street

Assistant City Manager Alvarez: The applicant is requesting a variance request for 915 Poplar Street. They live in the R1 zone. This zone dictates that they need a 25-foot set back. They are looking at putting in an open side car port and they are requesting an allowance for a 10-foot setback instead. Their site plan, parcel map, notice and fees have been paid. The applicant is present today. I did a drive by and looked in that general area and it does look like potentially in the past, previous building inspector has approved some close carport coverage areas. The 10-foot setback would not be in city right of way or city sidewalk area.

Member Hammer: There is a photo here that I think maybe the applicant took of his property looking across the street and there is a carport directly across the street. It looks like that may also have less than a 25-foot set back. Do we have any information on that?

Assistant City Manager Alvarez: No, we don't. Like I said I haven't had any come through me. Most of those would have been prior to 2018 and that would have been done through our previous building inspector.

Member Hammer: Is there anyone here objecting to this?

Deputy Clerk Martinez: No.

Assistant City Manager Alvarez: No, and I have had no calls or emails and if the clerks had they would have provided that to us as well. If you see in one of the pictures, it does show their front yard, and you will see that they have a cement fence that carport would be behind that cement fence barrier.

Donald Karkham Applicant: It would be about 10 feet from the front of the carport to the city's property line. When we purchased the house, it didn't come with a carport or garage so it's just a logical place for a carport in front so you can get to it easily, get in and out. We do have the alley way but that is a pain, and it's washed out so that's difficult to get in and out. We kind of need it at the front if we can.

Chairman Sisney opened the public hearing.

Proponents:

No Proponents

Opponents:

No Opponents

Chairman Sisney closed the public hearing.

Member Hammer made a motion to recommend approval to the City Commission for a Variance Request for 915 Poplar Street. Vice Chairman Buhler seconded the motion. Roll call vote was taken. Motion carried unanimously.

b) Discussion/Action: Conditional Use Permit and Variance Request for 1901 B S. Broadway St.

Assistant City Manager Alvarez: The applicant is applying for a conditional use permit. Their plan is to open a business that would allow for storage of wrecked or dismantled vehicles and parts to operate an automotive restoration repair parts business. A variance request is also being requested for the purpose to allow the storage of those vehicles while they are in the process of erecting a building and to allow for more than 5 vehicles to be stored at the exterior of the building at one time. The property is located in the commercial district, and a conditional use is required for the operations of this type of business per our code. The variance is to allow them to store the vehicles while they are in process of building the building as well as to allow for the future more than 5 vehicles stored outside. They would have a fence and follow all the required codes. Applicants are present and you have all your site plan, parcel map, applicable code, findings and facts and all fees have been paid. We mailed out the public notices and we received no responses.

Member Hammer: I think you clarified this for me Traci but the conditional use I understand and the variance is to allow more than 5 vehicles outside even after the building has been built. So, work is going to be happening inside the building and then some storage will overflow outside. Is that kind of the plan?

Keri Frasques Applicant: The access cars that may be stored outside once the building is there would always be behind a fence.

Assistant City Manager Alvarez: The code requires a conditional use permit for them to have this type of business, that's one request. The secondary is the variance request for allowing vehicles there without building while they are in process of erecting their building and then in the future allowing more than 5 vehicles to be outside the building for the life of their business. The conditional use permit is applicable to property owners only. It's reviewed annually to ensure that they are following the codes. If for some reason they sell the property or the business, it would have to go back through this process again with the new property owner.

Member Hammer: Who besides the city handles any hazardous material conditions? I'm assuming with cars there is going to be oil and hazardous material potentially. Is that a consideration in this request?

Assistant City Manager Alvarez: No. It's not part of this.

Member Hammer: So, it's not part of this request.

Assistant City Manager Alvarez: Correct.

Chairman Sisney opened the public hearing.

Proponents:

No Proponents

Opponents:

No Opponents

Chairman Sisney closed the public hearing.

Member Hammer made a motion to recommend approval to the City Commission for a Conditional Use Permit and Variance Request for 1901 B S Broadway St. Vice Chairman Buhler seconded the motion. Roll call vote was taken. Motion carried unanimously.

5. REPORTS FROM THE BOARD:

Member Hammer: I received a phone call 2 weeks ago from the utility office of El Paso. They knew my name and my property address. They asked if I had any issues with my property bill or reduction. I asked them what it was concerning and they hung up. I asked Sonya if they were calling and she said no it was a scam.

6. REPORTS FROM STAFF:

Deputy Clerk Martinez: We have had a few calls from the public, so we are relaying this to all boards and commissions. There is the Ex Parte rule also you cannot address the public as a city board member.

Assistant City Manager Alvarez: One of the things you guys can promote is we have a QR code its already on our website it's for any residence that wants to sign up for notifications if a water leak or water shut off is happening in your area. You put in your address so if it was going to potentially affect you. You would get a text message notification. That is something we are really trying to get people to sign up for. I'll ask our public information office to send me the flyer, and I will email out to you guys. That is something that you can hand out and promote. The more people we get signed up the better we are at notifying the public of an emergency water shut off or plan.

7. ADJOURNMENT:

Chairman Sisney adjourned the meeting at 4:14 p.m.

PASSED AND APPROVED ON THIS 13th DAY OF MAY, 2024.

Chris Sisney, Chairman
Planning & Zoning Board



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 17, 2025

Agenda Item #: I.2

SUBJECT: Discussion/Action – Conditional Use Permit and Variance request for 1901B S Broadway

DEPARTMENT: Community Development

DATE SUBMITTED: December 11, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Applicant is applying for a conditional use permit to open a business that would allow for storage of wrecked or dismantled vehicles and parts to operate an automotive restoration, repair, and parts business. A variance is also requested for the purpose of allowing storage of vehicles while in process of erecting a building and to allow for more than 5 vehicles to be stored at the building exterior at one time.

Public Hearing was held at the P & Z meeting on 12-8-2025. No opponents or proponents. Board recommended approval unanimously.

Recommendation:

Consider the recommendation of the Planning and Zoning Board and approve/deny.

Attachments:

- P & Z Agenda Packet
- P & Z Draft Meeting Minutes

Fiscal Impact (Finance): Choose an item.

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

Reviewed by: ☐ City Clerk ☐ Finance ☐ Legal ☐ Other: [Click here to enter text.](#)

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 12-17-25



CITY OF TRUTH OR CONSEQUENCES
PLANNING AND ZONING COMMISSION ACTION FORM
DATE: 12-8-25

ITEM: Public Hearing/Discussion/Action – Conditional Use Permit and Variance request for 1901B S Broadway

BACKGROUND:

Applicant is applying for a conditional use permit to open a business that would allow for storage of wrecked or dismantled vehicles and parts to operate an automotive restoration, repair, and parts business. A variance is also requested for the purpose of allowing storage of vehicles while in process of erecting a building and to allow for more than 5 vehicles to be stored at the building exterior at one time.

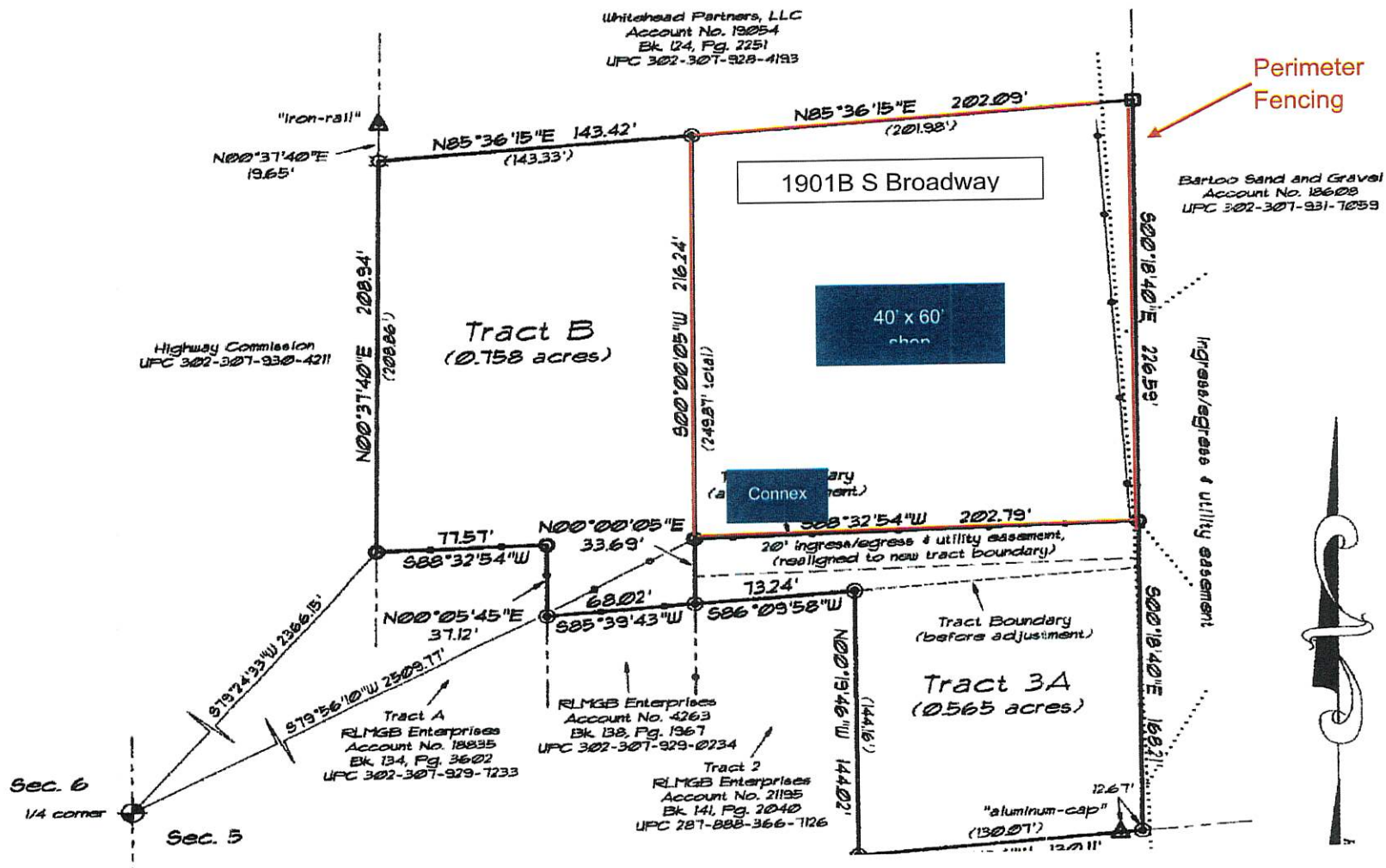
Property is in the C-1 District. A conditional Use permit is required for the operations of this business per Sec. 11-9-7. - C-1 General Commercial District. D. PERMITTED USES—WITH CONDITIONS: Subsections 3 & 22.

Applicant is requesting a variance from Sec. 11-9-7. - C-1 General Commercial District. D. PERMITTED USES – WITH CONDITIONS: Subsection 22. Storage of Wrecked or Dismantled Vehicles and Parts (Accessory Use): The storage of wrecked and dismantled vehicles and parts thereof shall be permitted only as an incidental accessory use to a vehicle repair establishment or a body shop; and: b. Vehicles and parts stored at the exterior of the building shall be owned by customers of the business and such storage shall be only for the purpose of repair and return to customer; c. Exterior storage of vehicles shall not remain on the premises for a period exceeding three (3) months; d. A maximum of five (5) wrecked vehicles may be stored at the building exterior during any one time

SUPPORT INFORMATION:

Site Plan
Parcel Map
Public Hearing Notice
Applicable Code
Findings of Facts

Name of Drafter: Traci Alvarez	: Assistant City Manager	
E-mail: talvarez@torcnm.org	Phone: 575-952-0565	



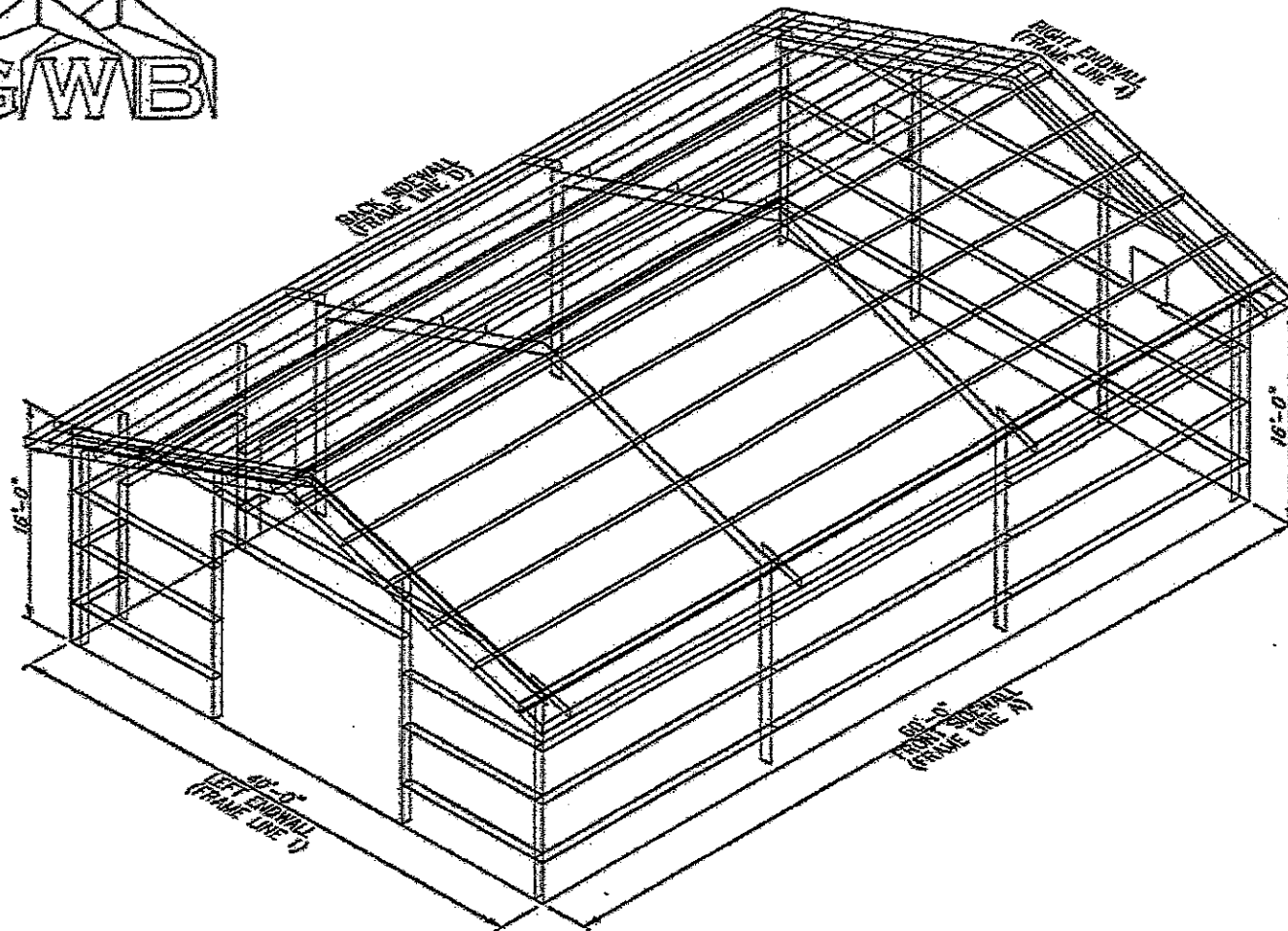




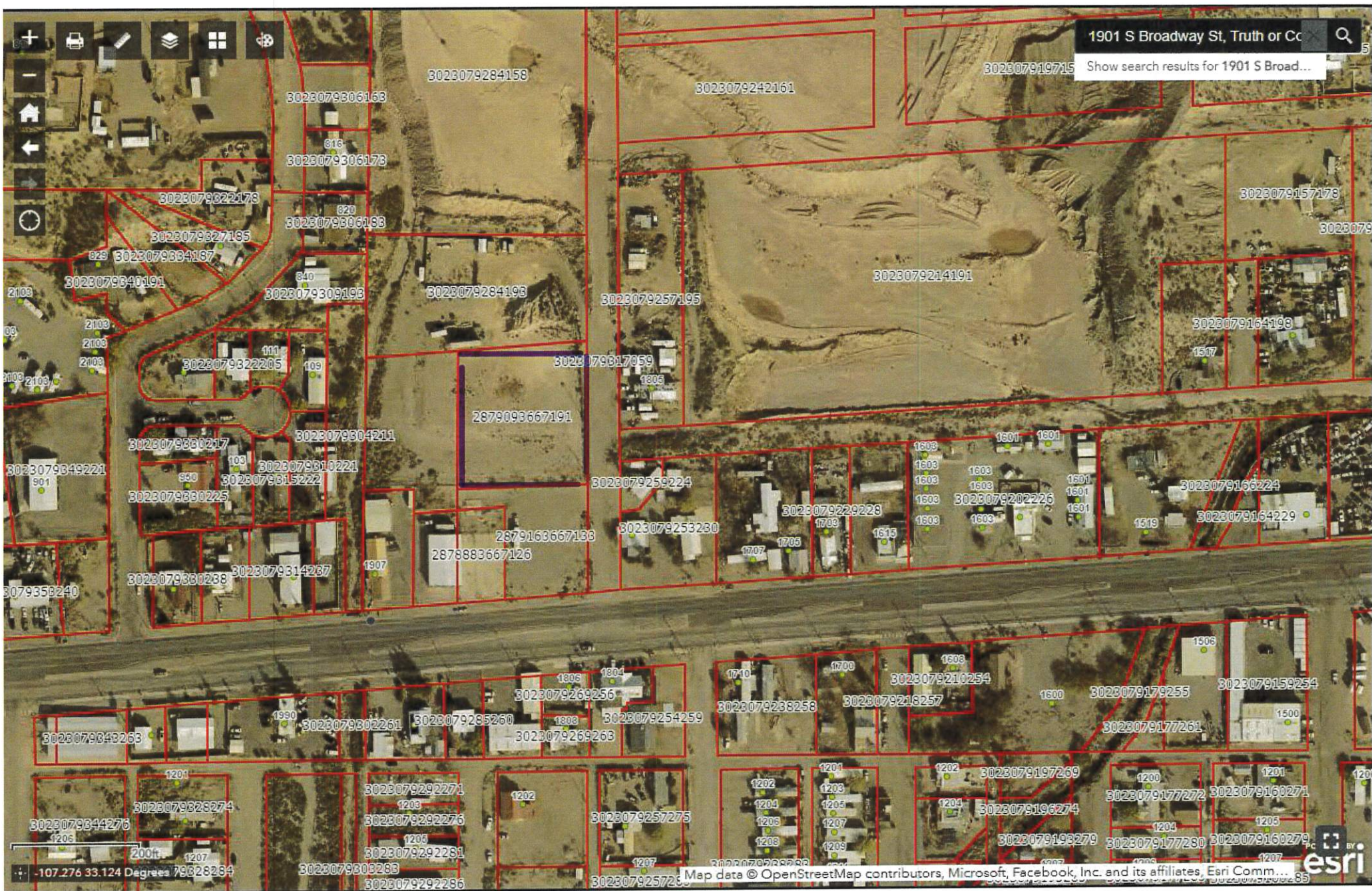
Interior



40 x 60 Steel Building Mockup for 1901B S. Broadway



Exterior





Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Ingo Hoeppner
Commissioner

Gary Whitehead
City Manager

505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-7767
www.torcnm.org

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Monday, December 8, 2025, to receive input regarding the following:

Public Hearing/Discussion/Action: Conditional Use Permit and Variance Request for 1901 B S. Broadway St. Applicant is requesting a Conditional Use Permit pursuant to: Sec. 11-9-7. - C-1 General Commercial District. D. PERMITTED USES—WITH CONDITIONS: Subsection 22. Storage of Wrecked or Dismantled Vehicles and Parts (Accessory Use): The storage of wrecked and dismantled vehicles and parts thereof shall be permitted only as an incidental accessory use to a vehicle repair establishment or a body shop.

Applicant is also requesting a Variance Request pursuant to: Sec. 11-9-7. - C-1 General Commercial District. D. PERMITTED USES – WITH CONDITIONS: Subsection 22. Storage of Wrecked or Dismantled Vehicles and Parts (Accessory Use): The storage of wrecked and dismantled vehicles and parts thereof shall be permitted only as an incidental accessory use to a vehicle repair establishment or a body shop: and: b. Vehicles and parts stored at the exterior of the building shall be owned by customers of the business and such storage shall be only for the purpose of repair and return to customer; c. Exterior storage of vehicles shall not remain on the premises for a period exceeding three (3) months; d. A maximum of five (5) wrecked vehicles may be stored at the building exterior during any one time.

The meeting will be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico starting at 4:00 p.m.

Please contact Traci Alvarez at (575) 952-0565 or by email at talvarez@torcnm.org should you have any questions regarding this Public Hearing.

The agenda for this meeting may be obtained on Friday, December 5, 2025, on the city website at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

/s/ Angela A. Torres, CMC, City Clerk

Publish on the following date:

- Sentinel– Thursday, November 20, 2025

Sec. 11-5-3. Conditional Use Permit.

A permit may be authorized by the Planning and Zoning Commission for uses stipulated as conditional within specific Districts and as presented in Article IX of this Code.

A. *Provisions for conditional use.*

1. The use must be desirable or essential to the public welfare, safety, health, morals or convenience of the residents in that District.
2. The use must be compatible to the existing uses in that District.
3. The use may be important to the development of an undeveloped area.
4. The applicant shall notify all property owners of his/her intent in a manner specified in Section 11-7-2 and shall be subject to a public hearing as specified therein.

B. *Fee.* A non-refundable application as set by City Commission Resolution must accompany each application.

C. *Submission requirements.* The application for a conditional use permit shall be in the format stipulated by the City and shall contain plans and other information as required by the City. The completed application for a conditional use permit,, shall be submitted to the City Clerk for placement upon the agenda of the Planning and Zoning Commission.

D. *Review.* A conditional use permit shall be subject to review on each annual anniversary following its approval. If it is determined from the review that the current use is significantly different or larger in scale than that originally approved, the conditional use permit may be revoked by the Planning and Zoning Commission.

E. *Transferal.* Conditional use permits shall not be transferable from location to location, building owner to building owner, or applicant to other party.

Sec. 11-9-7. C-1 General Commercial District.

- A. *PURPOSE.* The intent of the C-1 District is to provide for certain commercial/retail uses which serve both transient and local trade. The District is intended for areas surrounding major arterial or collector streets where a wide range of automobile-related service facilities, convenience goods and personal services are desirable and appropriate as a land use.
- B. *DEVELOPMENT STANDARDS.* Development standards and other requirements are provided in Articles X through XIV of this Code.
- C. *C-1 PERMITTED USES.*

• Accountant Office	• Arts and Crafts Studio
• Advertising Services	• Auditoriums
• Animal Hospital and Clinic	• Automobile Parking Lot
• Auto and Camper Sales, Service and Rental	• Gasoline Pumps
• Automotive Equipment	• Gasoline Stations
• Bakery	• Gift Shop
• Banking and Financial Institution	• Glass Cutting and Finishing
• Barber Shop and Beauty Parlor	• Golf Course
• Bathhouse or Spa	• Grocery Store
• Bicycle Sales and Service	• Gymnasium
• Boat and RV Storage	• Hardware Store
• Bookstores and Stationery Shops	• Heavy Equipment Sales
• Building and Other Construction-Contractor: office only	• Hobby Shop
• Business Service Establishment	• Hospital or Overnight Clinic
• Butcher Shop and Meat Sales	• Hotel and Motel
• Catering	• Household Appliance Sales and Service and Repair
• Cigarette and Cigar Shop	• Insurance Services
• Clinic	• Institutions, Public and Quasi-Public
• Clothing Store and Apparel Shop	• Jewelry Store
• Coffee Shop	• Kennel, Commercial
• Columbarium	• Laboratory (medical, dental or engineering)
• Community Center or Public Office Building	• Liquor Store - Taverns and Package Stores
• Convenience Store	• Pet Shop or Grooming Parlor
• Convention or Exhibition Hall	• Photographic Studio and Supply Store
• Country Club	• Plant Nursery
• Dance Hall or Music Academy	• Plumbing and Heating Shop
• Dentist Office	• Pool and Billiard Room
• Department Store	• Post Office
• Dressmaking Shop	• Private Club or Lounge
• Drugstore	• Public Park, Playground and Recreational
• Dry-cleaning and Steam cleaning Establishment	• Radio, Television Broadcasting Studios, Music Store
• Electrical Shop and Electricians	• Real Estate Services
• Farm Machinery	• Restaurant
• Farm and Ranch Products and Supplies	• Retail Sales
• Fast Food Sales including Drive-In Sales	• Roofing and Sheet Metal Shop

• Firewood Sales	• Shoe Repair
• Florist Shop	• Show and Sales Room for Business Products
• Food Store	• Skating Rink
• Frozen Food Locker	• Sporting Goods Store
• Funeral Home, Mortuary (including crematorium)	• Tailoring
• Furniture and Home Furnishings	• Taverns and Cocktail Lounges
• Taxicab Transportation	• Travel Agency
• Telephone Exchange Station	• Upholstery
• Telegraph and Messenger Service	• Variety Store
• Tire Sales and Service	• Warehousing and Storage
• Title and Abstracting Services	• Watch and Clock Sales and Service

D. PERMITTED USES—WITH CONDITIONS. The following C-1 uses are permitted in accordance with stated conditions and upon approval by the Planning and Zoning Commission.

1. Adult Entertainment Uses: Uses such as adult bookstores, adult movie theaters, and adult news racks, as defined in Article 8 of this Code, shall be permitted provided such use is located a minimum of three hundred (300) feet from a property line of any:
 - a. School;
 - b. Church;
 - c. Public park or recreational facility;
 - d. Residential District;
 - e. Another adult entertainment facility.

There shall be no public display visible outside of the building. In addition, display of adult pictures of other materials within a grocery store, bookstore, or other retail or wholesale store shall be concealed from public view.

2. Amusement Park or Enterprise: Subject to any other provisions and requirements of the Municipal Code. Temporary amusement enterprises are prohibited within three hundred (300) feet of any residential zoning District. Permanent amusement enterprises are prohibited within five hundred (500) feet of any residential zoning District.
3. **Automobile Body and Repair Shop: Not permitted with one hundred (100) feet of any residential District.**
4. Bank Drive-up Windows: Stacking lane(s) of one hundred eighty (180) feet by ten (10) feet for each drive-up must be provided and designed to insure that no bank traffic backs onto the street giving access. Banks must be located on a collector or arterial streets as shown on the City Street Plan.
5. Bowling Alley: Subject to approval of site and related plans. Bowling alleys are prohibited within three hundred (300) feet of any residential zoning District.
6. Bus or Motor Freight Terminal: Only when located on an arterial street as designated on the City Street Plan.
7. Car Washes: There shall be no run-off onto neighboring properties or streets resulting from the use. Any discharge into public liquid waste disposal systems shall be approved by the administrator of the system prior to approval of the business. If the subject property is not served by a public waste disposal system, approval from the New Mexico Environmental Department shall be required.

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8. Child Care Center, Nursery or Similar Use: Play areas shall be in accord with State licensing requirements and enclosed by a solid wall or fence five (5) feet in height.
 9. Christmas Tree Sales: Temporary, not prior to November 15, provided lots are cleaned and removed by December 31.
 10. Church: Only when located on an arterial or collector street as designated on the City Street Plan.
 11. Construction or Contractor's Yard: Yard shall be maintained in a neat and orderly fashion and enclosed by a fence at least six (6) feet in height except that the height shall be limited to three (3) feet above street curb within a clear site triangle as defined in this Code.
 12. Drive-In Theater: Subject to approval of site and related plans.
 13. Firewood Sales: No more than twenty (20) cords stored on site.
 14. Flea Market: Subject to any other requirements of the Municipal Code.
 15. Furniture Assembly (Accessory Use): Permitted only as an incidental or accessory use to retail sales. Maximum floor area for assembly shall not exceed three thousand (3,000) square feet, not exceed thirty percent (30%) of the total business floor area, and shall be within the same building.
 16. Gas Pressure Control Stations: (Public or Private Utility.)
 17. Heavy Equipment Repair (Accessory Use): Permitted only as an incidental or accessory use to heavy equipment sales. Floor area for repair shall not exceed three thousand (3,000) square feet and not exceed thirty percent (30%) of the total gross floor area. Welding is permitted only in conjunction with repair and shall not be used for the purpose of heavy equipment assembly.
 18. Miniature Golf Course: Subject to approval of site and related plans. Not permitted within one hundred (100) feet of any residential District.
 19. Mini Storage Units: Units shall not be used for commercial sales of products, merchandise, service or repair. (This does not preclude a business from using storage units solely for storage of commercial or business related items provide that the actual commercial operation or business is conducted elsewhere, and there is no external evidence of the business at the storage unit.)
 20. School, Public, Private or Trade: Sites shall be located on an arterial or collector street as shown on the City Street Plan.
 21. Shopping Center: Providing site, drainage, and related plans for the entire development are approved.
 22. Storage of Wrecked or Dismantled Vehicles and Parts (Accessory Use): The storage of wrecked and dismantled vehicles and parts thereof shall be permitted only as an incidental accessory use to a vehicle repair establishment or a body shop:
 - a. Storage shall be within an enclosed building or within a sight-obscuring fence at least six (6) feet in height;
 - b. Vehicles and parts stored at the exterior of the building shall be owned by customers of the business and such storage shall be only for the purpose of repair and return to customer;
 - c. Exterior storage of vehicles shall not remain on the premises for a period exceeding three (3) months;
 - d. A maximum of five (5) wrecked vehicles may be stored at the building exterior during any one time;
 - e. Exterior storage shall be a minimum of one hundred (100) feet from a residential District.

-
23. **Swimming Pools:** Permitted only when a protective fence four (4) feet in height is provided around the yard, lot or pool area. The pool shall be no closer than five (5) feet from any property line, and approval from all utilities is required to insure overhead safety.
 24. **Television and Radio Towers and all Other Free Standing Towers (Public and Private Uses):** Towers shall have manufacturer's specifications to withstand a 75 mph wind and shall be constructed to meet New Mexico Building Code standards.
 25. **Welding (Accessory Use):** Welding shall be permitted only as an incidental or accessory use necessary for the repair of vehicles or equipment permitted in the C-1 District. Welding uses shall be approved by the Fire Department and shall be in accord with any other provisions of the Municipal Code.
 26. **Wrecker Service:** In accord with storage of wrecked vehicle provisions of Item D.22 of this Section.
- E. **SPECIAL USES FOR C-1 DISTRICT.** The following uses require approval of the City Commission. Specific conditions and provisions for special use may be referred to in Article V.
1. **Dwelling Unit:** Special Use Permits are required for dwellings within the C-1 District upon lots or other parcels located directly adjacent to Broadway Avenue, Main Street or Date Street. Dwellings elsewhere within the C-1 District are permitted by right. Manufactured Homes (MH's) are permitted within the C-1 District subject to the provisions stated herein and in Articles 11 and 14.
 2. **Apartments** ten (10) unit minimum)
 3. **Concrete Sales and Ready Mix**
 4. **Correctional Facilities and Institutions**
 5. **Heavy Equipment Repair and Service**
 6. **Kennel (Commercial)**
 7. **Manufactured Home Park or Subdivision:** Subject to the provisions of Articles 11 and 14.
 8. **Propane or Liquefied Petroleum Gas Distribution Point:** Up to two thousand (2,000) gallons, not be located within three hundred thirty (330) feet of any residential zoning district, or within the area bounded by Date, Main and Austin Streets.
 9. **Racetrack**
 10. **Residential Vehicle Park**
 11. **Recycle Purchase Center**
 12. **Stadium:** Baseball, Football, Soccer or Track.
 13. **Townhouses (R-2 Development Standards apply)**
 14. **Welding Shop**

PLANNING AND ZONING COMMISSION

FINDINGS OF FACTS CHECKLIST

Request Date _____ Address _____

Findings of facts for recommendations and decisions.

In considering all requests, the Planning and Zoning Commission shall review applicable plans and determine whether the request will:

1. Impair an adequate supply of light and air to adjacent property;
2. Unreasonably increase the traffic in public streets;
3. Increase the danger of fire or endanger the public safety;
4. Deter the orderly and phased growth and development of the community;
5. Unreasonably impair established property values within the surrounding area;
6. In any other respect impair the public health, safety and general welfare of the City; or
7. Constitute a spot zone* and therefore adversely affect adjacent property values.

All actions or recommendations by the Planning and Zoning Commission shall be based on Findings of Facts as to the impacts of the proposal, using the criteria listed in numbers 1 through 7, above. The Planning and Zoning Commission shall review each of the above listed factors and accord each factor the necessary weight on a case-by-case basis in making its determination.

*Spot Zoning: The singling out of a lot or small area for a District change, which is out of harmony with the comprehensive plan and surrounding land to secure special benefits for a particular property owner without regard for the rights of adjacent landowners.

**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
MONDAY, DECEMBER 8, 2025**

REGULAR MEETING

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, December 8, 2025 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

Chris Sisney, Chairman
Susan Buhler, Vice Chairman
Esther Luchini, Member Absent
Lisa Kent, Member Absent
Molly Hammer, Member

ALSO PRESENT:

Gary Whitehead, City Manager
Traci Alvarez, Assistant City Manager
Katy Martinez, Deputy Clerk

1. APPROVAL OF AGENDA:

Vice Chairman Buhler made a motion to approve the agenda. Member Hammer seconded the motion. Motion carried unanimously.

2. APPROVAL OF MINUTES:

a) November 10, 2025.

Member Hammer made a motion to approve the minutes. Vice Chairman Buhler seconded the motion. Motion carried unanimously.

3. COMMENTS FROM THE PUBLIC (3 Minute Rule Applies)

There were no comments from the public.

Deputy Clerk Martinez swore in the participants for the public hearings.

4. PUBLIC HEARINGS (5 Minute Rule Applies)

a) Public Hearing/Discussion/Action: Variance Request for 915 Poplar Street

Assistant City Manager Alvarez: The applicant is requesting a variance request for 915 Poplar Street. They live in the R1 zone. This zone dictates that they need a 25-foot set back. They are looking at putting in an open side car port and they are requesting an allowance for a 10-foot setback instead. Their site plan, parcel map, notice and fees have been paid. The applicant is present today. I did a drive by and looked in that general area and it does look like potentially in the past, previous building inspector has approved some close carport coverage areas. The 10-foot setback would not be in city right of way or city sidewalk area.

Member Hammer: There is a photo here that I think maybe the applicant took of his property looking across the street and there is a carport directly across the street. It looks like that may also have less than a 25-foot set back. Do we have any information on that?

Assistant City Manager Alvarez: No, we don't. Like I said I haven't had any come through me. Most of those would have been prior to 2018 and that would have been done through our previous building inspector.

Member Hammer: Is there anyone here objecting to this?

Deputy Clerk Martinez: No.

Assistant City Manager Alvarez: No, and I have had no calls or emails and if the clerks had they would have provided that to us as well. If you see in one of the pictures, it does show their front yard, and you will see that they have a cement fence that carport would be behind that cement fence barrier.

Donald Karkham Applicant: It would be about 10 feet from the front of the carport to the city's property line. When we purchased the house, it didn't come with a carport or garage so it's just a logical place for a carport in front so you can get to it easily, get in and out. We do have the alley way but that is a pain, and it's washed out so that's difficult to get in and out. We kind of need it at the front if we can.

Chairman Sisney opened the public hearing.

Proponents:
No Proponents

Opponents:
No Opponents

Chairman Sisney closed the public hearing.

Member Hammer made a motion to recommend approval to the City Commission for a Variance Request for 915 Poplar Street. Vice Chairman Buhler seconded the motion. Roll call vote was taken. Motion carried unanimously.

b) Discussion/Action: Conditional Use Permit and Variance Request for 1901 B S. Broadway St.

Assistant City Manager Alvarez: The applicant is applying for a conditional use permit. Their plan is to open a business that would allow for storage of wrecked or dismantled vehicles and parts to operate an automotive restoration repair parts business. A variance request is also being requested for the purpose to allow the storage of those vehicles while they are in the process of erecting a building and to allow for more than 5 vehicles to be stored at the exterior of the building at one time. The property is located in the commercial district, and a conditional use is required for the operations of this type of business per our code. The variance is to allow them to store the vehicles while they are in process of building the building as well as to allow for the future more than 5 vehicles stored outside. They would have a fence and follow all the required codes. Applicants are present and you have all your site plan, parcel map, applicable code, findings and facts and all fees have been paid. We mailed out the public notices and we received no responses.

Member Hammer: I think you clarified this for me Traci but the conditional use I understand and the variance is to allow more than 5 vehicles outside even after the building has been built. So, work is going to be happening inside the building and then some storage will overflow outside. Is that kind of the plan?

Keri Frasques Applicant: The access cars that may be stored outside once the building is there would always be behind a fence.

Assistant City Manager Alvarez: The code requires a conditional use permit for them to have this type of business, that's one request. The secondary is the variance request for allowing vehicles there without building while they are in process of erecting their building and then in the future allowing more than 5 vehicles to be outside the building for the life of their business. The conditional use permit is applicable to property owners only. It's reviewed annually to ensure that they are following the codes. If for some reason they sell the property or the business, it would have to go back through this process again with the new property owner.

Member Hammer: Who besides the city handles any hazardous material conditions? I'm assuming with cars there is going to be oil and hazardous material potentially. Is that a consideration in this request?

Assistant City Manager Alvarez: No. It's not part of this.

Member Hammer: So, it's not part of this request.

Assistant City Manager Alvarez: Correct.

Chairman Sisney opened the public hearing.

Proponents:

No Proponents

Opponents:

No Opponents

Chairman Sisney closed the public hearing.

Member Hammer made a motion to recommend approval to the City Commission for a Conditional Use Permit and Variance Request for 1901 B S Broadway St. Vice Chairman Buhler seconded the motion. Roll call vote was taken. Motion carried unanimously.

5. REPORTS FROM THE BOARD:

Member Hammer: I received a phone call 2 weeks ago from the utility office of El Paso. They knew my name and my property address. They asked if I had any issues with my property bill or reduction. I asked them what it was concerning and they hung up. I asked Sonya if they were calling and she said no it was a scam.

6. REPORTS FROM STAFF:

Deputy Clerk Martinez: We have had a few calls from the public, so we are relaying this to all boards and commissions. There is the Ex Parte rule also you cannot address the public as a city board member.

Assistant City Manager Alvarez: One of the things you guys can promote is we have a QR code its already on our website it's for any residence that wants to sign up for notifications if a water leak or water shut off is happening in your area. You put in your address so if it was going to potentially affect you. You would get a text message notification. That is something we are really trying to get people to sign up for. I'll ask our public information office to send me the flyer, and I will email out to you guys. That is something that you can hand out and promote. The more people we get signed up the better we are at notifying the public of an emergency water shut off or plan.

7. ADJOURNMENT:

Chairman Sisney adjourned the meeting at 4:14 p.m.

PASSED AND APPROVED ON THIS 13th DAY OF MAY, 2024.

Chris Sisney, Chairman
Planning & Zoning Board



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 17, 2025

Agenda Item #: I.3

SUBJECT: Discussion/Action: Contract Lease Agreement Extension between the City of Truth or Consequences and Talon Septic

DEPARTMENT: Community Development

DATE SUBMITTED: December 11, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: City Manager – Gary Whitehead

Summary/Background:

The current contract is due to expire on 12-31-2025. City Manager would like to extend the lease with some recommended amendments and changes, allowing for some future discussion pertaining to the property.

Recommendation:

Authorize City Manager Gary Whitehead to work with City Attorney and Mayor to finalize and execute Contract lease agreement extension.

Attachments:

- Draft Contract Agreement extension to be provided by Commission Meeting Date
-

Fiscal Impact (Finance): Choose an item.

[Click here to enter text.](#)

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

Reviewed by: ☐ City Clerk ☐ Finance ☐ Legal ☐ Other: [Click here to enter text.](#)

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 12/17/25

LEASE

THIS INDENTURE, made this __ day of _____, 2025,

BY AND BETWEEN CITY OF TRUTH OR CONSEQUENCES, hereinafter, whether singular or plural, masculine, feminine, or neuter, designated as "Lessor", which expression shall include Lessor's heirs, executors, administrators, assigns, and successors in interest,

AND TALON SEPTIC, LLC, a New Mexico Limited Liability Company, hereinafter, whether singular or plural, masculine, feminine, or neuter, designated "Lessee", which expression shall include all Lessees, jointly and severally, and shall include Lessee's heirs, executors, administrators, assigns, and successors in interest.

W I T N E S S E T H:-

1. DEMISE OF PREMISES

Lessor, for and in consideration of the covenants and agreement herein contained to be kept and performed by Lessee, Lessee's heirs, executors, administrators, assigns, and successors in interest, and upon the terms and conditions herein contained, does hereby let, lease, and demise to Lessee the following described premises situated in Truth or Consequences, in the County of Sierra, State of New Mexico described as follows:

See **EXHIBIT A** attached

2. RENT

Lessee, for and in consideration of this Lease and the demise of the said premises by Lessor to Lessee, hereby agrees and covenants with Lessor to pay as rent for the said premises, without notice or demand, the sum of \$1,150.00 per month to be paid on the 1st day of each month with the first payment due on January 1, ~~2024~~. **2025**

3. TERM OF LEASE

The term of this Lease shall be for a period beginning on January 1, 2026, and ending ~~on June 30, 2031~~ **December 31, 2030**, unless otherwise terminated. This term is extended to align with NMED permit renew timelines. The lease shall be renewable, ~~in six-year~~ **Five-year** terms, for a period of not to exceed ~~24-years~~ **25 years** provided that the NMED permit is renewed and all lease payments and terms are in good standing. **Each renewal period shall require review and concurrence prior approval from the City of Truth or Consequences City Commission to ensure compliance with NMED permits, lease payments, and proper use of the property.**

Lease shall be subject to lease rate increase based on the CPI report for each previous year. Example (2.5% CPI x 5 years = 12.5% lease rate increase) (Current rate \$1150 x 12.5% new rate \$1293.75)

4. USE OF PREMISES & REMEDIAL MEASURES

Lessee agrees to use and occupy the premises for septage operations and obtain all NMED permits. Upon termination, Lessee shall take all remedial measures and obtain NMED Certificates of Completion.

In the event that the lessee desires to construct or alter the property, the Lessee shall first obtain written approval from the city commission. The lessee and the city commission shall comply with all Federal Aviation Administration requirements including 14 C.F.R. Part 77.9. a copy is attached as Exhibit B.

5. AGREEMENT TO EVALUATE AND EXPLORE OPPORTUNITIES FOR A PURCHASE AGREEMENT.

The parties agree to evaluate and explore opportunities for a future Purchase Agreement. This agreement is nonbinding and creates no rights unless a separate written agreement is executed by both parties and approved by the Governing Body. Construction or alteration requires City approval and FAA compliance.

Lessee may submit, in writing, a request to purchase the land at each five-year lease renewal period. The decision to sell the land shall require commission approval. A decision to sell the property shall require a new appraisal and comply with all applicable laws and regulations for the sale of public property.

6. LIABILITY

~~Lessee agrees Lessor shall not be liable for damage to persons or property and shall indemnify Lessor. Lessee shall maintain \$1,000,000 casualty and liability insurance naming Lessor as loss payee and additional insured.~~

~~Lessee, for and in consideration of this Lease and the demise of the said premises, hereby agrees and covenants with Lessor that Lessor shall not be liable for any damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the said premises, and Lessee hereby agrees to indemnify and save harmless Lessor from any and all claims and liability for damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the said premises. Further, Lessee hereby agrees and covenants with Lessor that Lessor shall not be liable for any damage to the said demised premises, or to any part thereof, or to any property or effects therein or thereon, caused by leakage from the roof of said premises or by bursting, leakage, or overflowing of water from any source whatsoever, and Lessee hereby agrees and covenants to indemnify and save harmless Lessor from any and all claims and liability for any damage to the said demised premises, or to any part thereof, or to any property or effects therein or thereon.~~

Further, Lessee agrees to maintain casualty insurance and liability insurance on the premises with minimum limits of \$1,000,000.00 with Lessor named as a loss payee and each policy will include the Lessor named as an additional insured on the policy.

7. ASSIGNMENT AND SUBLETTING

Lessee shall not assign or sublet without written consent of Lessor.

8. LESSOR'S RIGHT OF INGRESS AND EGRESS

Lessor may enter the premises at any time, including ingress and egress to other City properties. Lessor preserves all rights and access associated with other lease contracts, and nothing in this Lease diminishes such rights.

Lessee shall require a 48-hour notice to enter the property for work on other leased premises or to access other locations on the property. Lessee shall require a 72-hour notice to enter the property specifically used for septage waste. The lessee shall comply with any requirements set by NMED to enter the property.

9. LESSEE'S RESPONSIBILITY OF COSTS AND EXPENSES

Lessee shall be responsible for all expenses including utilities and maintenance.

10. TERMINATION

Neither party may terminate without cause. A party may terminate upon material breach with 30 days' notice. At any time throughout the lease, should NMED not reapprove a discharge permit ~~during the 2030 cycle~~, Lessee shall have an additional one (1) year solely for site cleanup and remediation in accordance with section 4 of the agreement.

A material breach shall include but not be limited to timely payments, proper use of the property, NMED compliance, abandonment.

11. ABANDONMENT

Should Lessee abandon the premises for 90 consecutive days, the City may terminate the Lease and improvements vest in the City. Failure to keep Lease payments current may be considered abandonment at the City's discretion.

12. ENFORCEMENT

Delays in enforcement are not a waiver.

13. THIS LEASE EMBODIES ALL AGREEMENTS BETWEEN THE PARTIES

This Lease incorporates all agreements between the parties. No prior agreements not embodied herein shall be valid.

14. AMENDMENTS

This Lease may not be altered except by written instruments executed by both parties.

15. NOTICES

Notices shall be given as follows:

City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
Attn: City Manager

Talon Septic, LLC
P.O. Box 772
801 NM 195
Elephant Butte, NM 87935

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF TRUTH OR CONSEQUENCES

By: _____

Rolf Hechler, Mayor

ATTEST:

City Clerk

TALON SEPTIC, LLC

By: _____

ACKNOWLEDGMENT

STATE OF NEW MEXICO

:SS.

COUNTY OF SIERRA

The foregoing instrument was acknowledged before me this __ day of _____, 2025, by _____ of Talon Septic, LLC, a New Mexico Limited Liability Company.

Notary Public



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 17, 2025

Agenda Item #: I4 (A)

SUBJECT: I. NEW BUISNESS-PURCHASES \$60,000 AND OVER

DEPARTMENT: Finance

DATE SUBMITTED: December 9, 2025

SUBMITTED BY: Jocelyn Holguin, Chief Financial Officer

WHO WILL PRESENT THE ITEM: Chief Finance Officer

Summary/Background:

Per Resolution No 46 20/21 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases Over \$60,000. 00).

Recommendation:

RFP #23-24-004 ON CALL SMITHCO/GO Bond Items-Cherry Lane Project

Attachments:

- RFP #23-24-004 On Call Utility Repair- SmithCo
- GO Bond #PPRF-6072A 2023-Task Order #11-10-25

Fiscal Impact (Finance): Yes

\$156,241.10-Direct Pay via the State on completion.

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☒ Other: Traci, Alvarez, Assistant City Manager & Jamie Foreman, Interim Water Supervisor

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. N/A Ordinance No. N/A

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: Click here to enter text.

File Name: CC Agendas 12-17-2025

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



*505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-7767
www.torcnm.org*

*Destiny Mitchell
Commissioner*

*Ingo Hoepfner
Commissioner*

*Gary Whitehead
City Manager*

December 11, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: GO BOND-SMITCHO AGENDA ITEM I.1.A-CHERRY LANE PROJECT

The Procurement Department along with Community Development and Smithco would like to utilize **RFP #23-24-004**, which will provide services as needed for repairs and replace infrastructure projects under contract for the water/wastewater needs. As the governing body is aware the City is working diligently to repair water issues and have decided to issue multiple task orders for on going project repairs.

As this is a GO Bond there is no requirement to issue a purchase order as the City will reach out to the State to issue a direct payment to the vendor on completion of the purchase.

Please, review the attached GO Bond documents and approve the requested procurement. Thank you.

**GO BOND LOAN # PPRF-6072A- TASK ORDER # 11-10-25
PROJECT- CHERRY LANE-WATER LINE INSTALL
PROJECT COST \$156,241.10**

Regards,


Jocelyn Holguin
Chief Financial Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ GO BOND TASK ORDER #11-10-25

CC: Carlos Miyagishima, CPO



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 • Fax (575) 894-7767



WATER GO BOND 2023 PRE-RELEASE FORM

VENDOR NAME:	Smithco Construction, Inc
ADDRESS:	6 King Canyon Loop, Caballo, NM 87931
CONTACT #:	575-894-6161

ATTACH TASK ORDER /QUOTE TASK ORDER NO. 11-10-25 VENDOR QUOTE# RFP 23-24-004	\$ 156,241.10
--	---------------

Change Task Order No. _____ Date: _____ Increased Amount \$ _____
--

WATER BOND \$250,000.00	LOAN #PPRF- 6072A 2023 for Expense	SUBMITTED FOR PAYMENT ON:	
-------------------------------	--	---------------------------------	--

Authorized Signature: <i>Traci Alvarez</i>	Date: 12-5-2025
--	-----------------

Please note: Must follow the Procurement Code accordingly. For auditing purposes, your bond payment will be held in a separate trust account and may only be released to the person whose name appears on this form. The City of T or C will deduct the cost of any damages. If the cost exceeds the original Task Order, an additional task order and quote (s) shall be provided by vendor, for tracking, adjustments and payments.

OFFICE USE ONLY

☐ Refund Full Amount-Invoices Sent to Traci Alvarez: talvarez@tormm.org

Amount held due to: ☐ Property damage \$ _____

☐ Work not completed

☐ Other/Amount \$ _____

Commission Approval (Over \$20 thousand): _____

*In Lieu of a Purchase Order this Form is for payments to be submitted via the State.



Smithco Construction, Inc.
6 King Canyon Loop
Caballo, NM 87931
P.) 575-894-6161 F.) 575-894-6012 E.) smithco@smithco.cc

Quote for Cherry Lane

November 11th, 2025

Jamie Foreman
City of T or C
Regulatory and Compliance Specialist Water/Wastewater
(575) 740-5995
jforeman@torcmmi.org
Dear Jamie:

Smithco Construction, Inc. submits the following cost for the referenced project. Our work shall include all labor, materials, and equipment to install approximately 1,620' of 6" water line down Cherry Lane including 3 tie-ins and 4 valve insertions. Quantities are estimated and final billing will reflect actual quantities installed. Work will be done and billed under City RFP #23-24-004.

	Quantity	Unit	Price	Total
1 Mobilization/Pot-holing Utilities	1	LS	\$5,000	\$5,000
2 6" C900 Water Line	1,620	LF	\$44	\$71,280
3 6" Gate Valve	4	EA	\$2,500	\$10,000
4 Service Connections	19	EA	\$1,750	\$33,250
5 Tie-in Connections	3	EA	\$7,500	\$22,500
6 Bond @ 1.5%	1	LS	\$2,130.45	2,130.45

Quoted-Total Excluding NMGRT: \$144,160.45
NMGRT @ 8.38%: \$12,080.65
Quoted-Total including NMGRT: \$156,241.10

Please feel free to contact me with any questions.

Thank you.

Quaid Muncy
Quaid Muncy

RECEIVED
DEC 08 2025



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 17, 2025

Agenda Item #: I4(B)

SUBJECT: I. NEW BUSINESS-PURCHASES \$60,000 AND OVER

DEPARTMENT: Finance

DATE SUBMITTED: December 9, 2025

SUBMITTED BY: Jocelyn Holguin, Chief Financial Officer

WHO WILL PRESENT THE ITEM: Chief Finance Officer

Summary/Background:

Per Resolution No 46 20/21 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases Over \$60,000. 00).

Recommendation:

RFP #23-24-004 ON CALL SMITHCO/GO Bond Items-Revised Quote for Well #2

Attachments:

- RFP #23-24-004 On Call Utility Repair- SmithCo
- GO Bond #PPRF-6072A 2023-Task Order #11-10-25
- Repairs based on Well expert advice and engineering suggestions

Fiscal Impact (Finance): Yes

\$164,507.47-Direct Pay via the State on completion.

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☒ Other: Traci, Alvarez, Assistant City Manager & Jamie Foreman, Interim Water Supervisor

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. N/A Ordinance No. N/A

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: [Click here to enter text](#)

File Name: CC Agendas 12-17-2025

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-7767
www.torcnm.org

Destiny Mitchell
Commissioner

Ingo Hoeppner
Commissioner

Gary Whitehead
City Manager

December 11, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: GO BOND-SMITCHO AGENDA ITEM I.1.B-WELL 2 PROJECT

The Procurement Department along with Community Development and Smithco would like to utilize **RFP #23-24-004**, which will provide services as needed for repairs and replace infrastructure projects under contract for the water/wastewater needs. As the governing body is aware the City is working diligently to repair water issues and have decided to issue multiple task orders for on going project repairs. Based on the thresholds a wage determination has been requested for these projects and are pending approvals.

As this is a GO Bond there is no requirement to issue a purchase order as the City will reach out to the State to issue a direct payment to the vendor on completion of the purchase.

Please, review the attached GO Bond documents and approve the requested procurement. Thank you.

GO BOND LOAN # PPRF-6072A- TASK ORDER # 11-25-25
PROJECT- WELL 2 REPAIR
PROJECT COST \$164,507.47

Regards


Jocelyn Holguin
Chief Financial Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ GO BOND TASK ORDER #11-25-25

CC: Carlos Miyagishima, CPO



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 • Fax (575) 894-7767



WATER GO BOND 2024 PRE-RELEASE FORM

VENDOR NAME:	Smithco Construction, Inc
ADDRESS:	6 King Canyon Loop Caballo NM, 87931
CONTACT #:	575-894-6161

ATTACH TASK ORDER /QUOTE TASK ORDER NO. 11-25-25 VENDOR QUOTE# RFP 23-24-004	\$ 164,507.47
---	----------------------

Change Task Order No. _____ Date: _____ Increased Amount \$ _____

WATER BOND \$250,000.00	LOAN #PPRF-6467 2024 for Expense	SUBMITTED FOR PAYMENT ON:	
--	---	----------------------------------	--

Authorized Signature: <i>Traci Alvarez</i>	Date: 12-5-2025
---	------------------------

Please note: Must follow the Procurement Code accordingly. For auditing purposes, your bond payment will be held in a separate trust account and may only be released to the person whose name appears on this form. The City of T or C will deduct the cost of any damages. If the cost exceeds the original Task Order, an additional task order and quote (s) shall be provided by vendor. for tracking, adjustments and payments.

OFFICE USE ONLY

☐ Refund Full Amount-Invoices Sent to Traci Alvarez: talvarez@tormm.org

Amount held due to: ☐ Property damage \$ _____

☐ Work not completed

☐ Other/Amount \$ _____

Commission Approval (Over \$20 thousand): _____

*In Lieu of a Purchase Order this Form is for payments to be submitted via the State.



Smithco Construction, Inc.

6 King Canyon Loop

Caballo, NM 87931

P.) 575-894-6161 F.) 575-894-6012 E.) smithco@smithco.cc

REVISED Quote for Well #2

November 25th, 2025

Jamie Foreman
City of T or C
Regulatory and Compliance Specialist Water/Wastewater
(575) 740-5995
jforeman@torcnm.org

Dear Jamie:

Smithco Construction, Inc. submits the following revised cost for the Well #2 work based off Mauldin Drilling's recommendations to the City. Also, there is the addition of a check valve vault per Mark Nasi's recommendation. Detailed description of revised work is included in the attached sheets. Work will be done and billed under City RFP #23-24-004.

Quoted-Total Excluding NMGR: \$151,787.66

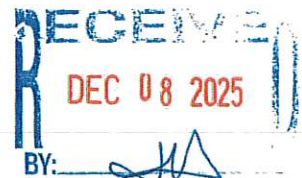
NMGR @ 8.38%: \$12,719.81

Quoted-Total including NMGR: \$164,507.47

Please feel free to contact me with any questions.

Thank you.

Quaid Muncy





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 17, 2025

Agenda Item #: I4 (C)

SUBJECT: I. NEW BUSINESS-PURCHASES \$60,000 AND OVER

DEPARTMENT: Finance

DATE SUBMITTED: December 9, 2025

SUBMITTED BY: Jocelyn Holguin, Chief Financial Officer

WHO WILL PRESENT THE ITEM: Chief Finance Officer

Summary/Background:

Per Resolution No 46 20/21 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases Over \$60,000. 00).

Recommendation:

RFP #23-24-004 ON CALL SMITHCO/GO Bond Items-VACUUM LINE PROJECT

Attachments:

- RFP #23-24-004 On Call Utility Repair- SmithCo
- GO Bond #PPRF-6072A 2023-Task Order #12-5-25
- Install lines on Hagen St and connecting services

Fiscal Impact (Finance): Yes

\$71,242.21-Direct Pay via the State on completion.

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☒ Other: Traci, Alvarez, Assistant City Manager & Jamie Foreman, Interim Water Supervisor

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. N/A Ordinance No. N/A

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: [Click here to enter text.](#)

File Name: CC Agendas 12-17-2025

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-7767
www.torcnm.org

Destiny Mitchell
Commissioner

Ingo Hoeppner
Commissioner

Gary Whitehead
City Manager

December 11, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: GO BOND-SMITCHO AGENDA ITEM I.1.C-VACUUM LINE PROJECT

The Procurement Department along with Community Development and Smithco would like to utilize **RFP #23-24-004**, which will provide services as needed for repairs and replace infrastructure projects under contract for the water/wastewater needs. As the governing body is aware the City is working diligently to repair water issues and have decided to issue multiple task orders for on going project repairs. Based on the thresholds a wage determination has been requested for these projects and are pending approvals.

As this is a GO Bond there is no requirement to issue a purchase order as the City will reach out to the State to issue a direct payment to the vendor on completion of the purchase.

Please, review the attached GO Bond documents and approve the requested procurement. Thank you.

GO BOND LOAN # PPRF-6072A- TASK ORDER # 12-5-25
PROJECT- VACUUM LINE PROJECT-ON HAGEN ST.
PROJECT COST \$71,242.21

Regards,


Jocelyn Holguin
Chief Financial Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ GO BOND TASK ORDER #15-5-25

CC: Carlos Miyagishima, CPO



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 • Fax (575) 894-7767

WASTEWATER GO BOND 2024 PRE-RELEASE FORM

VENDOR NAME:	Smithco Construction, Inc
ADDRESS:	6 King Canyon Loop Caballo NM, 87931
CONTACT #:	575-894-6161

ATTACH TASK ORDER /QUOTE TASK ORDER NO. 12-5-25 VENDOR QUOTE# RFP 23-24-004	\$71,242.21
--	-------------

Change Task Order No. _____ Date: _____ Increased Amount \$ _____

WWATER BOND \$250,000.00	LOAN #PPRF-6467 2024 for Expense	SUBMITTED FOR PAYMENT ON:	
---	---	----------------------------------	--

Authorized Signature: <i>Traci Alvarez</i>	Date: 12-5-25
---	----------------------

Please note: Must follow the Procurement Code accordingly. For auditing purposes, your bond payment will be held in a separate trust account and may only be released to the person whose name appears on this form. The City of T or C will deduct the cost of any damages. If the cost exceeds the original Task Order, an additional task order and quote (s) shall be provided by vendor, for tracking, adjustments and payments.

OFFICE USE ONLY

☐ Refund Full Amount-Invoices Sent to Traci Alvarez: talvarez@tornm.org

Amount held due to: ☐ Property damage \$ _____

☐ Work not completed

☐ Other/Amount \$ _____

Commission Approval (Over \$20 thousand): _____

***In Lieu of a Purchase Order this Form is for payments to be submitted via the State.**



Smitheco Construction, Inc.
6 King Canyon Loop
Caballo, NM 87931

P.) 575-894-6161 F.) 575-894-6012 E.) smitheco@smitheco.cc

Quote for Vacuum Line

December 7, 2025

Jamie Foreman
City of T or C
Regulatory and Compliance Specialist Water/Wastewater
(575) 740-5995
jforeman@torcmm.org

Dear Jamie:

Smitheco Construction, Inc. submits the following cost for the referenced work installing the 600' of vacuum sewer line down Hagen St along with connecting 3 services. The existing pits will remain. No road surface replacement or hard surfacing including. Work will be done and billed through City RFP #23-24-004.

Quoted-Total Excluding NMGR: \$65,733.72

NMGR @ 8.38%: \$5,508.49

Quoted-Total including NMGR: \$71,242.21

Please feel free to contact me with any questions.

Thank you,

Quaid Muncy
Quaid Muncy

T or C On-Call
Vacuum Line

Summary Sheet

Sheet	Description	Amount*
1	Hagen Ln	\$ 64,762.29
2		\$ -
3		\$ -
4	Extended Supplemental Costs	\$ -
5	Extended Home Office Overhead	\$ -
6	Performance & Payment Bonds @ 1.5%	\$ 971.43
Total Amount of this Request**		\$ 65,733.72
Total Additional Calendar Days of this Request**		

*Detailed Breakdown Attached

***This request only accounts for and includes known costs and schedule impacts at this time. Smithco reserves all rights and claims to all future costs and impacts related to this change and time extension.*

Detailed Breakdown for			
Hagen Ln			
This cost is to replace the leaking seal at the City Golf Course			
LABOR, TRAVEL AND PER DIEM			
DESCRIPTION	RATE	HOURS	TOTAL
Superintendent	\$ 50.00	80	\$ 4,000.00
Operator	\$ 32.35	160	\$ 5,176.00
Laborer	\$ 29.11	160	\$ 4,657.60
Truck Driver	\$ 29.50	80	\$ 2,360.00
SUBTOTAL			\$ 16,193.60
LABOR BURDEN		45%	\$ 7,287.12
TRAVEL/PER DIEM	\$ -	48.00	\$ -
LABOR TOTAL			\$ 23,480.72
EQUIPMENT			
DESCRIPTION	RATE	HOURS	TOTAL
CAT 420 Backhoe Running (x2)	\$ 55.48	160	\$ 8,876.80
Crew Truck & Tool Trailer (standby does not apply)	\$ 40.14	80	\$ 3,211.20
Personnel Truck (standby does not apply)	\$ 21.14	80	\$ 1,691.20
Water Truck Running	\$ 65.21	80	\$ 5,216.80
EQUIPMENT TOTAL			\$ 18,996.00
MATERIAL			
DESCRIPTION	UNIT PRICE	UNIT	TOTAL
Core and Main Quote (attached)	\$ 13,132.31	1	\$ 13,132.31
MATERIAL TOTAL			\$ 13,132.31
PROFIT AND OVERHEAD ON LABOR AND MATERIALS		25%	\$ 9,153.26
PROFIT AND OVERHEAD ON SUBCONTRACTS		10%	\$ -
BREAKDOWN TOTAL			\$ 64,762.29



Bid Proposal for ToC WW System Expansion Vacuum Line

CUSTOMER	All Bidders	Job ToC WW System Expansion Vacuum Line T or C, NM Bid Date: 05/22/2025 05:00 pm Bid #: 4196814
	Sales Representative John Lack (T) 575-527-4229 (F) 575-527-1314 John.Lack@coreandmain.com	Core & Main 1000 Parkhill Dr Las Cruces, NM 88012 (T) 5755274229
CONTACT		
NOTES		



Bid Proposal for ToC WW System Expansion Vacuum Line

All Bidders

Job Location: T or C, NM

Bid Date: 05/22/2025 05:00 pm

Core & Main Bid #: 4196814

Core & Main

1000 Parkhill Dr

Las Cruces, NM 88012

Phone: 5755274229

Fax: 5755271314

Seq#	Qty	Description	Units	Price	Ext Price
20		VACUUM LINE			
40		PIPE			
50		ASSUMING S40 PER			
60		SHEET C-5 SERVICE DTL F1-4			
70	600	4 PVC SCH40 PIPE SWB 20'	FT	3.10	1,860.00
80	2	6X1000' DETECTO TAPE-SEWER	RL	90.00	180.00
90	1500	12GA TW GREEN 500' PE45 SOLID COPPER TRACER WIRE PER FOOT	FT	0.28	420.00
100	3	WIRE NUT SILICONE FILLED	EA	1.96	5.88
120		FITTINGS			
130		ASSUMING MJ PER VLV REQ			
140		ASSUMING P401			
150	1	6 MJ 90 C153 P401 IMP	EA	574.85	574.85
		IF NOT ALREADY EXISTING			
170	1	6X4 MJ RED C153 P401 IMP	EA	466.93	466.93
180	8	4 MJ 90 C153 P401 IMP	EA	368.55	2,948.40
190	1	4 MJ CAP C153 P401 IMP	EA	242.27	242.27
		ASSUMING AT EOP			
220	3	4 SIGMA SLCE4 ONE-LOK REST F/C900/IPS L/ACC IMP	EA	43.54	130.62
230	3	6 MJ TRAN ACC SET L/GLAND IMP	EA	36.15	108.45
240	18	4 SIGMA SLCE4 ONE-LOK REST F/C900/IPS L/ACC IMP	EA	43.54	783.72
250	18	4 MJ TRAN ACC SET L/GLAND IMP	EA	28.62	515.16
270		4" GATE VALVE & BOX			
280		SHEET C-4 DTL			
290	1	4 A2361-23 MJ RW GV OL L/ACC	EA	819.51	819.51
300	1	5-1/4X16 SCREW VB TOP 144946 6850 SERIES CAST IRON 16T	EA	93.00	93.00
310	1	24B IMPORT VALVE BOX BOTTOM	EA	61.42	61.42
320	1	5-1/4" DROP LID "SEWER" IMPORT	EA	15.26	15.26
330	1	2' VLV EXT STEM F/2"NUT	EA	84.68	84.68
340	2	4 SIGMA SLCE4 ONE-LOK REST F/C900/IPS L/ACC IMP	EA	43.54	87.08
350	2	4 MJ TRAN ACC SET L/GLAND IMP	EA	28.62	57.24
370	1	562-S VLV BOX W/LID M/WATER	EA	130.67	130.67
380	5	6 PVC SDR35 SWR PIPE (G) 20'	FT	5.08	25.40
390	1	317-048006-000 4X3/4IP DI SAD EPXY COATED DBL 304SS STRAPS 4.40-4.80 OD	EA	76.71	76.71
		CALLED OUT AS SS OR PVC			
410	1	3/4 MIPTXCOMP(PS) ADPT 830-07	EA	16.94	16.94
420	5	3/4X100 IPS SIDR7 PE TUBE BLK 250 PSI	FT	0.74	3.70
430	1	3/4 FIPTXCOMP(PS) ADPT 831-07	EA	19.10	19.10
440	1	3/8 GALV MI CAP	EA	15.24	15.24

05/20/2025 - 4:17 PM

Actual taxes may vary

Page 2 of 3



Bid Proposal for ToC WW System Expansion Vacuum Line

Bid #: 4196814

Seq#	Qty	Description	Units	Price	Ext Price
460		SERVICES			
470		SHEET DTL C-5			
480	3	4X3 PVC SCH40 DWV WYE HXH	EA	14.82	44.46
490	3	3 PVC SCH40 DWV 45 HXH	EA	4.92	14.76
500	3	3 PVC SCH40 DWV 90 HXH	EA	5.50	16.50
510	60	3 PVC SCH40 PIPE SWB 20' ADJUST AS NEEDED	FT	2.57	154.20
530	3	3 A2361-23 MJ RW GV OL L/ACC MECH JOINT RESILIENT WEDGE GATE VALVE, 2" OPER NUT, OPEN LEFT LESS ACC. ASSUMING DIVISION VALVE TYPE	EA	733.39	2,200.17
550	3	5-1/4X16 SCREW VB TOP 144946 6850 SERIES CAST IRON 16T	EA	93.00	279.00
560	3	24B IMPORT VALVE BOX BOTTOM	EA	61.42	184.26
570	3	5-1/4" DROP LID "SEWER" IMPORT	EA	15.26	45.78
580	6	3 SIGMA SLCE3 ONE-LOK REST F/C900/IPS L/ACC IMP	EA	40.31	241.86
590	6	3 MJ TRAN ACC SET L/GLAND IMP	EA	24.86	149.16
600	1	PPL32 PURPLE PRIMER QT	EA	29.40	29.40
610	1	PVC CEMENT QUART MEDIUM PL32 CLEAR JC WHITLAM	EA	30.53	30.53
SUBTOTAL					13,132.31
Sub Total					13,132.31
Tax					0.00
Total					13,132.31

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 17, 2025

Agenda Item #: I.5

SUBJECT: Discussion/Action: MOU between the City of Truth or Consequences and Sierra County Flood Director.

DEPARTMENT: Community Development

DATE SUBMITTED: December 11, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: City Manager – Gary Whitehead

Summary/Background:

In 2020, the City of Truth or Consequences, the Village of Williamsburg, and Sierra County experienced extensive and devastating flood damage. In 2021, the City of Truth or Consequences was awarded Planning and Design funds through the Water Trust Board for work related to the Cantrell Dam project. Plan and design has been completed. In 2025, the City received an additional Water Trust Board award that advances the project toward dam breaching and downstream channel construction. This 2025 award requires a total cash match of Eight Hundred Thousand Dollars (\$800,000). Joint planning efforts have confirmed that breaching the dam and constructing appropriate downstream channel improvements are in the best interest of all residents located within the City of Truth or Consequences, the Village of Williamsburg, and Sierra County. The County has allocated flood control funds for regional risk-reduction projects, including those that support multi-jurisdictional flood mitigation efforts. The County has allocated flood control funds for regional risk-reduction projects, including those that support multi-jurisdictional flood mitigation efforts.

Recommendation:

Authorize City Manager Gary Whitehead to work with City Attorney and Mayor to finalize and execute documents

Attachments:

- Draft MOU to be provided by Commission Meeting Date
-

Fiscal Impact (Finance): Yes

[Click here to enter text.](#)

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

Reviewed by: ☐ City Clerk ☐ Finance ☐ Legal ☐ Other: [Click here to enter text.](#)

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 12-17-25

MEMORANDUM OF UNDERSTANDING

Between

The City of Truth or Consequences

and

The Sierra County Flood Director

I. PURPOSE

This Memorandum of Understanding ("MOU") is entered into this 17th day of December 2025 by and between the City of Truth or Consequences ("City") and the Sierra County Flood Director ("County") for the purpose of authorizing the use of Four Hundred Thousand Dollars (\$400,000) in Sierra County flood funds to offset a portion of the City's required cash match for its 2025 Water Trust Board (WTB) award.

These funds shall be expended exclusively for costs directly associated with the Cantrell Dam project, including dam breaching and downstream channel improvements. All funding requests under this MOU shall be submitted and reimbursed on a reimbursement basis, consistent with the reimbursement procedures required by the Water Trust Board.

This MOU establishes the terms and responsibilities of each party related to the use of these funds in support of planned improvements associated with the breaching of Cantrell Dam and construction of downstream channel improvements, a project collaboratively supported by the City, the Village of Williamsburg, and Sierra County.

II. BACKGROUND

1. In 2020, the City of Truth or Consequences, the Village of Williamsburg, and Sierra County experienced extensive and devastating flood damage resulting from a flood event later determined to be a 100-year flood. The magnitude of damage prompted the issuance of an Emergency Declaration by the Governor's Office. The event underscored the urgent need for coordinated regional flood-mitigation measures and long-term improvements to prevent similar impacts in the future.

2. In 2021, the City of Truth or Consequences was awarded Planning and Design funds through the Water Trust Board for work related to the Cantrell Dam project, with the required cash match of seventy-five thousand (\$75,000) fulfilled using local municipal funds.

3. In 2025, the City received an additional Water Trust Board award that advances the project toward dam breaching and downstream channel construction. This 2025 award requires a total cash match of Eight Hundred Thousand Dollars (\$800,000).

4. City officials, Sierra County officials, and representatives from the Village of Williamsburg have worked collaboratively to advance the shared goal of addressing the long-standing

flood risk associated with Cantrell Dam. Joint planning efforts have confirmed that breaching the dam and constructing appropriate downstream channel improvements are in the best interest of all residents located within the City of Truth or Consequences, the Village of Williamsburg, and Sierra County.

5. The County has allocated flood control funds for regional risk-reduction projects, including those that support multi-jurisdictional flood mitigation efforts.

III. AGREEMENT

1. Use of County Flood Funds

The Sierra County Flood Director authorizes the allocation and use of \$400,000 in County flood funds to be applied directly toward the City's required \$800,000 cash match for the City's 2025 Water Trust Board award.

2. Reimbursement Basis

All County funds shall be disbursed on a reimbursement basis. The City shall submit reimbursement requests with documentation demonstrating that expenditures were incurred specifically for the Cantrell Dam project and are consistent with Water Trust Board reimbursement requirements.

3. Purpose of Funds

The funds provided under this MOU shall be used exclusively to support construction work for the breaching of Cantrell Dam and construction of necessary downstream channel improvements.

4. Mutual Collaboration

The City, the County, and the Village of Williamsburg shall continue coordinated planning, communication, and decision-making throughout the phases of permitting, breaching, and construction. All parties recognize that flood hazard reduction in this area is a shared regional priority.

5. Financial Administration

The City shall be responsible for administering the funds contributed under this MOU in accordance with Water Trust Board requirements, applicable state and federal regulations, and the City's standard financial management practices.

6. No Transfer of Ownership or Authority

This MOU does not transfer ownership, regulatory authority, or operational responsibility of Cantrell Dam or related infrastructure. It solely establishes financial collaboration necessary to advance the approved project.

IV. TERM AND TERMINATION

1. This MOU becomes effective upon the date of the final signature and shall remain in effect until all project-related funds identified herein have been expended, the Water Trust Board project closeout is complete, or terminated in writing by mutual agreement of both parties.

2. Either party may request modification of this MOU, provided that changes are documented in writing and signed by both parties.

V. AUTHORITY

Both parties affirm that they are legally authorized to enter into this MOU and to commit the resources described herein.

VI. SIGNATURES

CITY OF TRUTH OR CONSEQUENCES

Mayor

Rolf Hechler, City of Truth or Consequences Mayor

Date: _____

SIERRA COUNTY FLOOD DIRECTOR

Sandy Jones, Sierra County Flood Director

Date: _____