



AGENDA

Carlsbad City Council Regular Meeting at the
Municipal Building, 101 North Halagueno Street
Carlsbad, New Mexico

April 12, 2016 at 6:00 p.m.

Invocation – Pledge of Allegiance

1. Approval of Agenda
2. Presentation of the February 2016 Financial Report
3. Presentation of the ACEC Award for the Double Eagle Waterline Project, Phase I and Phase II by Molzen-Corbin & Associates
4. Routine and Regular Business

All matters under this heading are considered routine by the City Council and will be acted upon in one motion. There will be no separate discussion of these items. If discussion is desired on a particular item, upon request, that item may be removed from the Routine and Regular Business and be considered separately.

A. Minutes of the Regular City Council Meeting held on March 22, 2016

B. City Personnel Report

C. Purchasing:

- 1) Consider approval to Advertise Invitation for Requests for Proposals for Concession Services for Port Jefferson located at the Carlsbad Beach Area
- 2) Consider approval to Award RFP No 2016-07, in the amount of \$47,396, to Dossier Systems, Inc., for Fleet Maintenance Software for Public Works and the PFA Garage

D. Contracts and Agreements:

- 1) Consider approval of a Lease Agreement between the City of Carlsbad and John Deere, Inc. for one (1) John Deere 4 X 2 Gator Utility Vehicle for the City Parks Department
- 2) Consider approval of Memorandum of Understanding between the City of Carlsbad and Homeland Security Investigations, SAC El Paso
- 3) Consider approval of First Renewal of Agreement between the City of Carlsbad and Metal Shop Live Productions, LLC for Promotion and Operation of the Walter Gerrells Performing Arts and Exhibition Center
- 4) Consider approval of Amendment of Agreement between the City of Carlsbad and Metal Shop Live Productions, LLC for the Walter Gerrells Performing Arts and Exhibitions Center Suspending Services
- 5) Consider approval of Third Extension of Agreement between the City of Carlsbad and CARC, Inc., Rainbow Recycling Center for Recycling Services

E. Monthly Reports:

- 1) Municipal Court Monthly Department Report, February 2016
- 2) Personnel Department Monthly Department Report, March 2016
- 3) Planning, Engineering, Regulations Department Monthly Report for March, 2016

F. Set Date: May 24, 2016

- 1) An Ordinance Annexing a Portion of Land Containing 0.47 Acres More or Less, Contiguous to the City of Carlsbad, New Mexico, located North of East

Wood Avenue, legally described as Lot 1, Block 6, Riverside Farms Amended, Block 6, Riverside Farms Amended, Block 6, Pursuant to the Petition Method provided for in Section 3-7-1 Et. Seq., NMSA 1978

- 2) An Ordinance Establishing "**R-R**" Rural Residential District in Conjunction with the Annexation of an approximately 0.47 Acre Property, Located at 510 East Wood Avenue, legally described as Lot 1, Block 6, Riverside Farms Amended Block 6, Pursuant to Section 3-21-1 Et. Seq. NMSA 1978 and Sections 56-150(B) and 56-140(I), Carlsbad Code of Ordinances
 - 3) An Ordinance Rezoning Part of "**R-1**" Residential District to "**C-2**" Commercial District for an approximately 2.36 Acre Property, located to the East of San Jose Boulevard, legally described as Lots 5-21, Block 1, Southridge Subdivision, and Lots 12-22, Block 2, Southridge Subdivision, Pursuant to Section 3-21-1 Et. Seq. NMSA 1978 and Sections 56-150(B) and 56-140(I), Carlsbad Code of Ordinances
 - 4) An Ordinance Authorizing the Lease of the property commonly known as 402 South Alameda Street, Carlsbad, NM, to the Carlsbad Community Kitchen, Inc. for the provisions of its Nutritional Program Services
5. Consider approval of request from Theresa Garcia, for a Restaurant Beer and Wine License Application No. 978770 for Little Italy Café, LLC, located at 1000 S. Canyon Street, Carlsbad, NM
 6. Consider approval of Resolution No 2016-19, a Resolution Amending Resolution No 2014-23, which approved the Request by CVS Pharmacy, Inc. for a Waiver of the Minimum Distance Requirements between a School and a Proposed Liquor License and a Church and the Proposed Liquor License for the Property in the 300 Block of West Church Street on the North side of the Street
 7. Consider approval of Resolution No 2016-20, a Resolution declaring certain City property unusable or obsolete
 8. Council Committee Reports
 9. Adjourn

FOR INFORMATION ONLY

Agendas and City Council minutes are available on the City web site: cityofcarlsbadnm.com or may be viewed in the Office of the City Clerk or at the Carlsbad Public Library during normal and regular business hours.

CARLSBAD CITY COUNCIL MEETING SCHEDULE

- Regular meeting - Tuesday, April 26, 2016 at 6:00 p.m.
- Regular meeting - Tuesday, May 10, 2016 at 6:00 p.m.

If you require hearing interpreter, language interpreters or auxiliary aids in order to attend and participate in the above meeting, please contact the City Administrator's office at (575) 887-1191 at least 48 hours prior to the scheduled meeting time.

CASH REPORT WITH INVESTMENTS									
AS OF AND FOR THE EIGHT MONTHS ENDING FEBRUARY 29, 2016									
Fund No.	Fund	Beginning Cash Balance	Revenues To Date	Net Cash Transfers	Expenditures To Date	Changes to non-cash Assets/Liabilities	Ending Cash Balance	INVESTMENTS (included in Cash Bal)	RESTRICTED CASH (included in Cash Bal)
01	Gen & PR	\$ 22,781,655.63	\$ 30,618,125.67	\$ (978,636.00)	\$ 30,064,853.09	\$ 7,092.79	\$ 22,363,385.00	\$ 3,214,893.68	\$ 8,758,275.33
02	Capital Outlay GRT	\$ 13,047,642.92	\$ 2,176,332.16	\$ (108,197.00)	\$ 537,336.75	\$ -	\$ 14,578,441.33	\$ -	\$ -
03	Computer Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
06	Disaster Preparedness	\$ 641,537.46	\$ 245,097.25	\$ -	\$ 571,141.82	\$ -	\$ 315,492.89	\$ -	\$ -
12	Museum	\$ 23,452.30	\$ 2,228.19	\$ -	\$ 2,034.05	\$ -	\$ 23,646.44	\$ -	\$ -
15	Municipal Transit	\$ 104,326.63	\$ 328,890.81	\$ 320,000.00	\$ 750,599.19	\$ -	\$ 2,618.25	\$ -	\$ -
18	Perf. Arts Centre	\$ 469,139.09	\$ 12,877.00	\$ -	\$ 86,888.16	\$ -	\$ 395,127.93	\$ -	\$ -
20	Fire Protection	\$ 533,917.24	\$ 369,876.79	\$ (7,615.39)	\$ 596,428.56	\$ -	\$ 299,750.08	\$ -	\$ 80,801.46
22	SWD Reser.	\$ 3,265,393.23	\$ 5,445.15	\$ -	\$ -	\$ -	\$ 3,270,838.38	\$ 2,820,935.32	\$ 3,270,838.68
23	Lodgers Tax	\$ 2,655,108.48	\$ 1,352,081.64	\$ -	\$ 1,171,148.71	\$ (1,099.99)	\$ 2,834,941.42	\$ 30,000.00	\$ -
24	Solid Waste	\$ 1,392,689.27	\$ 4,053,220.09	\$ (87,883.09)	\$ 2,638,583.38	\$ -	\$ 2,719,442.89	\$ -	\$ 0.07
25	Airport	\$ 5,885.71	\$ 78,245.12	\$ -	\$ 26,388.85	\$ -	\$ 57,741.98	\$ -	\$ -
26	Cemetery	\$ 383,659.79	\$ 178,304.10	\$ -	\$ 522,723.28	\$ 709.08	\$ 39,949.69	\$ -	\$ -
27	Wmk Comp	\$ 2,372,328.03	\$ 961.44	\$ 100.00	\$ 501,682.84	\$ -	\$ 1,871,706.63	\$ -	\$ -
28	Insurance	\$ 551,880.38	\$ -	\$ 1,044,999.00	\$ 1,055,621.76	\$ -	\$ 541,257.62	\$ -	\$ -
29	Sports Complex	\$ 1,069,971.22	\$ 1,204,832.54	\$ -	\$ 997,497.06	\$ (189.27)	\$ 1,277,117.43	\$ 501,249.04	\$ -
31	EMS	\$ -	\$ 20,000.00	\$ -	\$ 36,049.16	\$ -	\$ (16,049.16)	\$ -	\$ -
32	Loc Gov Cor	\$ 258,432.92	\$ 98,521.00	\$ -	\$ 183,948.92	\$ -	\$ 173,005.00	\$ -	\$ -
34	Law Enf. Pro.	\$ 38,564.24	\$ 64,800.00	\$ -	\$ 89,885.93	\$ -	\$ 13,478.31	\$ -	\$ -
36	Water & Swr	\$ 21,803,630.25	\$ 10,079,916.40	\$ (669,487.00)	\$ 7,689,650.06	\$ (446,247.09)	\$ 23,078,162.50	\$ 855,042.40	\$ -
37	RSVP	\$ 45,500.85	\$ -	\$ -	\$ -	\$ -	\$ 45,500.85	\$ -	\$ -
40	Beautification	\$ 24,138.91	\$ 18,332.14	\$ -	\$ 11,831.06	\$ -	\$ 30,639.99	\$ -	\$ -
41	Swr Sys Impr	\$ (27,331.49)	\$ -	\$ -	\$ -	\$ -	\$ (27,331.49)	\$ -	\$ -
42	Wat Sys Imp	\$ 87,311.24	\$ -	\$ -	\$ 3,130.00	\$ -	\$ 84,181.24	\$ -	\$ -
44	Street Impr	\$ 4,738,047.62	\$ 571,901.98	\$ -	\$ 1,522,037.23	\$ -	\$ 3,787,912.37	\$ -	\$ -
49	CIEP	\$ 3,322,782.13	\$ 47,937.82	\$ -	\$ 1,624,154.16	\$ -	\$ 1,746,565.79	\$ -	\$ -
51	NMFA Loans-Governmental	\$ -	\$ -	\$ 7,615.39	\$ 7,615.39	\$ -	\$ -	\$ -	\$ -
52	Capital Outlay GRT Bond	\$ -	\$ -	\$ 8,503.09	\$ 8,503.09	\$ -	\$ -	\$ -	\$ -
54	Capital Outlay GRT Bond	\$ 0.86	\$ -	\$ 108,197.00	\$ 108,196.89	\$ -	\$ 0.97	\$ -	\$ -
55	NMFA Loans-Enterprise	\$ 4,192,078.37	\$ -	\$ -	\$ 198,784.47	\$ -	\$ 3,993,293.90	\$ -	\$ -
56	2002 Sls Tx Bond	\$ 301,711.36	\$ -	\$ -	\$ 30,191.25	\$ -	\$ 271,520.11	\$ -	\$ -
59	2009 W & S Bond	\$ 201,056.72	\$ -	\$ 362,404.00	\$ 362,403.13	\$ -	\$ 201,057.59	\$ -	\$ -
60	2009 W & S Bond Acq.	\$ 1,662,578.95	\$ 279.23	\$ -	\$ 556,092.02	\$ -	\$ 1,106,766.16	\$ 800,000.00	\$ -
63	Old Landfill Closure	\$ 133,570.72	\$ -	\$ -	\$ 1,011.46	\$ -	\$ 132,559.26	\$ -	\$ -
67	Sndpt Landfill	\$ 891,200.66	\$ 640.60	\$ -	\$ -	\$ -	\$ 891,841.26	\$ -	\$ -
69	98 Bond Acqui	\$ 226,093.94	\$ -	\$ -	\$ 32,330.66	\$ -	\$ 193,763.28	\$ -	\$ -
71	Perm. W & S	\$ 8,267,442.16	\$ 93,384.33	\$ -	\$ -	\$ -	\$ 8,360,826.49	\$ 7,313,305.69	\$ 8,267,442.16
72	Municipal Court Trust Fund	\$ 23,191.06	\$ -	\$ -	\$ -	\$ (2,215.25)	\$ 20,975.81	\$ -	\$ -
75	Health Insurance	\$ 2,817,168.43	\$ 4,068,181.69	\$ -	\$ 3,878,289.72	\$ -	\$ 3,007,060.40	\$ 450,000.00	\$ -
80	CDBG	\$ 37,999.20	\$ -	\$ -	\$ -	\$ -	\$ 37,999.20	\$ -	\$ -
81	Federal Projects	\$ 649,528.36	\$ -	\$ -	\$ 406,980.57	\$ -	\$ 242,547.79	\$ -	\$ -
88	06-08 WIPP Impact	\$ 96,412.50	\$ 101,475.00	\$ -	\$ 62,887.93	\$ -	\$ 134,999.57	\$ -	\$ -
	Grand Total	\$ 99,089,697.34	\$ 55,791,888.14	\$ 0.00	\$ 56,336,900.60	\$ (441,949.73)	\$ 98,102,735.15	\$ 15,985,426.13	\$ 20,377,357.70

**General Fund Budget Review
For the Eight Months Ended February 29, 2016**

	As of													
	2/29/2016	Current Budget	% YTD											
Revenues														
Gross Receipts Tax	\$ 26,513,677	\$ 35,601,035	74%											
Property Tax	1,819,141	2,359,920	77%											
Franchise Tax	487,178	777,100	63%											
Other	1,798,130	3,040,849	59%											
TOTAL	\$ 30,618,126	\$ 41,778,904	73%											
Transfers														
IN	0	\$ 7,276,585	0%											
OUT	978,636	\$ 8,800,951	11%											
General Fund Expenditures														
	2/29/2016	Salaries		2/29/2016	Operating		2/29/2016	Capital		2/29/2016	Total Expenditures			
		Current Budget	% YTD		Current Budget	% YTD		Current Budget	% YTD		Current Budget	% YTD	Notes	
Executive	\$ 732,294	\$ 1,192,075	61%	\$ 589,304	\$ 1,311,138	45%	\$ -	\$ 12,000	0%	\$ 1,321,598	\$ 2,515,213	53%		
Personnel	187,214	323,633	58%	18,269	26,167	70%	-	-	-	205,484	349,800	59%		
Judicial	297,376	457,534	65%	86,147	147,890	58%	-	6,500	0%	383,523	611,924	63%		
Riverwalk Recreation	279,174	466,989	60%	73,946	144,719	51%	42,728	56,000	76%	395,847	667,708	59%		
Information Technology	365,771	548,897	67%	119,000	239,922	50%	128,969	343,693	38%	613,740	1,132,512	54%		
Finance Administration	993,725	1,695,202	59%	217,044	654,181	33%	23,044	100,000	23%	1,233,814	2,449,383	50%		
Cbad Comm Volunteer Netwrt	38,873	67,324	58%	4,025	23,200	17%	-	-	-	42,898	90,524	47%		
Public Safety	7,051,891	11,609,999	61%	760,628	1,723,813	44%	1,491,262	1,998,458	75%	9,303,781	15,332,270	61%		
Fire	5,009,698	7,739,499	65%	473,288	805,822	59%	881,014	2,436,092	36%	6,364,000	10,981,413	58%		
Street	939,805	1,535,604	61%	470,608	894,054	53%	137,523	382,400	36%	1,547,936	2,812,058	55%		
Garage	845,541	1,413,216	60%	69,436	140,899	49%	555	67,290	1%	915,532	1,621,405	56%		
Electrical	564,095	949,458	59%	38,384	64,777	59%	-	10,000	0%	602,479	1,024,235	59%		
Construction	856,102	1,385,537	62%	30,667	71,895	43%	-	39,000	0%	886,769	1,496,432	59%		
Community Service	148,286	376,416	39%	14,390	58,235	25%	-	10,000	0%	162,675	444,651	37%		
Golf	294,295	563,608	52%	234,740	451,862	52%	36,666	192,254	19%	565,701	1,207,724	47%		
Parks	597,533	954,177	63%	476,705	707,033	67%	462,125	823,804	56%	1,536,362	2,485,014	62%		
Airport	191,389	318,425	60%	57,534	152,221	38%	347,107	416,675	83%	596,029	887,321	67%		
Facility Maintenance	651,102	1,034,907	63%	57,071	181,100	32%	35,449	86,000	41%	743,621	1,302,007	57%		
Library	505,893	767,342	66%	116,861	271,048	43%	1,956	44,690	4%	624,709	1,083,080	58%		
CRC Beautification	34,687	75,643	46%	9,304	21,788	43%	-	-	-	43,991	97,431	45%		
Museum	173,628	272,019	64%	135,359	242,400	56%	28,201	47,000	60%	337,188	561,419	60%		
Planning, Engineering & Regulations	1,001,585	1,944,730	52%	170,105	616,687	28%	5,138	51,732	10%	1,176,827	2,613,149	45%		
Culture & Arts	149,771	231,234	65%	33,694	72,500	46%	-	-	-	183,465	303,734	60%		
San Jose SC	103,918	156,646	66%	24,168	81,580	30%	-	-	-	128,087	238,226	54%		
North Mesa SC	110,404	163,389	68%	32,048	63,718	50%	6,345	18,345	35%	148,797	245,452	61%		
TOTAL	\$ 22,124,050	\$ 36,243,503	61%	\$ 4,312,723	\$ 9,168,649	47%	\$ 3,628,080	\$ 7,141,933	51%	\$ 30,064,853	\$ 52,554,085	57%		

TARGET = 67%

Budget Review
For the Eight Months Ended February 29, 2016
Selected Other Funds

TARGET = 67%

<u>Revenues</u>	As of		
	2/29/2016	Current Budget	% YTD
Transit	\$ 328,891	\$ 623,689	53%
Civic Center	12,877	25,000	52%
Lodgers Tax Oper Revenue	1,352,082	1,863,730	73%
Lodgers Tax Grants	-	217,800	0%
Total Lodgers Tax Revenues	1,352,082	2,081,530	65%
Solid Waste Operating Revenue	4,053,220	5,812,733	70%
Solid Waste Loan Proceeds	-	1,165,267	0%
Total Solid Waste Revenue	4,053,220	6,978,000	58%
Cemetery Operating Revenue	103,304	176,000	59%
Cemetery Grants	75,000	100,000	75%
Total Cemetery Revenue	178,304	276,000	65%
Sports Complex Fund	1,204,833	7,345,576	16%
Water & Sewer Oper Revenue	8,716,281	16,796,523	52%
Water & Sewer Loan/Grant	1,363,635	2,211,191	62%
Total Joint W & S Revenues	10,079,916	19,007,714	53%

<u>Expenditures</u>	Salaries			Operating			Capital			Total		Notes
	2/29/2016	Current Budget	% YTD	2/29/2016	Current Budget	% YTD	2/29/2016	Current Budget	% YTD	2/29/2016	Current Budget	
Transit	\$ 604,006	\$ 952,553	63%	\$ 89,595	\$ 269,213	33%	\$ 56,998	\$ 118,901	48%	\$ 750,599	\$ 1,340,667	56%
Civic Center	-	-	-	86,888	156,500	56%	-	443,707	0%	86,888	\$ 600,207	14%
Lodgers Tax	-	-	-	731,259	1,618,567	45%	439,890	1,315,524	33%	\$ 1,171,149	\$ 2,934,091	40%
Solid Waste	1,188,823	1,938,936	61%	533,382	1,499,999	36%	596,511	1,918,144	31%	\$ 2,318,716	\$ 5,357,079	43%
Sandpoint Landfill	-	-	-	319,867	635,000	50%	-	-	-	\$ 319,867	\$ 635,000	50%
Total Solid Waste	1,188,823	1,938,936	61%	853,250	2,134,999	40%	596,511	1,918,144	31%	\$ 2,638,583	\$ 5,992,079	44%
Cemetery	114,796	173,965	66%	360,075	614,909	59%	47,852	515,989	9%	\$ 522,723	\$ 1,304,863	40%
Sports Complex Fund	363,526	620,375	59%	310,228	692,299	45%	323,743	6,293,997	5%	\$ 997,497	\$ 7,606,671	13%
Water	1,564,211	2,561,160	61%	919,112	2,073,850	44%	565,073	3,834,349	15%	\$ 3,048,397	\$ 8,469,359	36%
Sewer	476,062	748,761	64%	324,685	670,325	48%	236,379	1,104,357	21%	\$ 1,037,127	\$ 2,523,443	41%
Double Eagle	796,458	1,184,364	67%	206,699	922,331	22%	1,642,388	13,190,268	12%	\$ 2,645,545	\$ 15,296,963	17%
Lab Environmental Services	218,791	321,569	68%	22,739	56,079	41%	-	-	-	\$ 241,530	\$ 377,648	64%
Collection System	384,855	778,865	49%	108,282	274,531	39%	223,915	3,300,664	7%	\$ 717,052	\$ 4,354,060	16%
Total Joint W & S Expenditures	3,440,376	5,594,719	61%	1,581,518	3,997,116	40%	2,667,756	21,429,638	12%	\$ 7,689,650	\$ 31,021,473	25%

CITY OF CARLSBAD
SWD Revenues
2015-16

FY 15-16

Receipts Month	July	August	September	October	November	December	January	February	March	April	May	June	Cummulative Total	Year End Project Total	15/16 Projection Total
Refuse Removal	\$432,499	\$439,463	\$410,154	\$436,159	\$424,244	\$437,399	\$437,233	\$455,365	\$0	\$0	\$0	\$0	\$3,472,517	\$5,208,775	\$5,281,698
Landfill Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I/16 Envir. GRT	\$60,474	\$76,870	\$94,014	\$83,715	\$66,859	\$66,978	\$58,575	\$64,258	\$0	\$0	\$0	\$0	\$571,744	\$857,616	\$869,622
County Appropriation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$0	\$0	\$8,532	\$0	\$428	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,960	\$8,960	\$9,085
Total Received	\$492,973	\$516,333	\$512,700	\$519,874	\$491,530	\$504,377	\$495,808	\$519,624	\$0	\$0	\$0	\$0	\$4,053,220	\$6,075,350	\$6,160,403
Required Annual Total	\$5,812,733	does not include loan proceeds													
Required Monthly Aver.	\$484,394														
Projected O/U Budget	\$102,946	\$243,106	\$275,292	\$312,909	\$267,453	\$262,843	\$244,861	\$267,097	\$0	\$0	\$0	\$0			
Percent + (-) Budget	1.77%	4.18%	4.74%	5.38%	4.60%	4.52%	4.21%	4.60%	0.00%	0.00%	0.00%	0.00%			

Required to Meet Budget
\$1,759,513

FY 14-15

Receipts Month	July	August	September	October	November	December	January	February	March	April	May	June	Cummulative Total
Refuse Removal	\$398,457	\$394,287	\$398,284	\$404,650	\$398,758	\$427,242	\$414,655	\$412,625	\$435,763	\$424,390	\$418,050	\$432,085	\$4,959,245
Landfill Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I/16 Envir. GRT	\$65,794	\$71,243	\$69,360	\$72,294	\$67,306	\$73,707	\$69,821	\$82,681	\$70,788	\$68,328	\$74,910	\$71,061	\$857,292
County Appropriation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$38,241	\$0	\$0	\$0	\$0	\$38,241
Total Received	\$464,251	\$465,530	\$467,644	\$476,943	\$466,064	\$500,949	\$484,476	\$533,547	\$506,551	\$492,717	\$492,960	\$503,146	\$5,854,778
YTD Total	\$464,251	\$929,781	\$1,397,425	\$1,874,368	\$2,340,432	\$2,841,381	\$3,325,857	\$3,859,404	\$4,365,955	\$4,858,673	\$5,351,632	\$5,854,778	

FY 13-14

Receipts Month	July	August	September	October	November	December	January	February	March	April	May	June	Cummulative Total
Refuse Removal	\$382,966	\$366,089	\$374,614	\$373,091	\$371,833	\$408,665	\$393,206	\$385,803	\$396,677	\$387,869	\$387,860	\$399,699	\$4,628,374
Landfill Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I/16 Envir. GRT	\$66,184	\$65,691	\$64,503	\$66,334	\$66,617	\$60,212	\$61,619	\$68,001	\$57,623	\$59,534	\$70,594	\$63,396	\$770,308
County Appropriation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$0	\$30	\$15	\$212	\$15	\$19	\$23	\$21	\$23	\$0	\$0	\$40,686	\$41,044
Total Received	\$449,150	\$431,810	\$439,132	\$439,638	\$438,464	\$468,896	\$454,849	\$453,826	\$454,323	\$447,403	\$458,454	\$503,781	\$5,439,725
YTD Total	\$449,150	\$880,960	\$1,320,091	\$1,759,729	\$2,198,194	\$2,667,089	\$3,121,938	\$3,575,764	\$4,030,087	\$4,477,490	\$4,935,944	\$5,439,725	

FY 12-13

Receipts Month	July	August	September	October	November	December	January	February	March	April	May	June	Cummulative Total
Refuse Removal	\$333,015	\$351,583	\$337,618	\$348,369	\$364,117	\$363,016	\$362,630	\$366,514	\$362,756	\$374,279	\$367,734	\$360,044	\$4,291,674
Landfill Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I/16 Envir. GRT	\$59,293	\$61,137	\$60,482	\$61,402	\$62,424	\$62,429	\$65,435	\$59,668	\$59,942	\$55,273	\$62,676	\$60,066	\$730,226
County Appropriation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$54	\$96	\$66	\$1,346	\$56	\$90	\$77	\$60	\$85	\$100	\$91	\$3,486	\$5,607
Total Received	\$392,362	\$412,816	\$398,165	\$411,117	\$426,596	\$425,535	\$428,142	\$426,242	\$422,782	\$429,652	\$430,501	\$423,596	\$5,027,507
YTD Total	\$392,362	\$805,178	\$1,203,344	\$1,614,460	\$2,041,057	\$2,466,591	\$2,894,734	\$3,320,976	\$3,743,758	\$4,173,410	\$4,603,911	\$5,027,507	

FY 11-12

Receipts Month	July	August	September	October	November	December	January	February	March	April	May	June	Cummulative Total
Refuse Removal	\$300,643	\$340,851	\$337,606	\$343,905	\$328,736	\$341,133	\$346,525	\$346,373	\$344,518	\$338,412	\$342,801	\$343,907	\$4,055,410
Landfill Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I/16 Envir. GRT	\$43,637	\$49,432	\$48,647	\$50,293	\$47,725	\$50,583	\$50,080	\$54,931	\$47,006	\$49,859	\$59,518	\$50,537	\$602,248
Miscellaneous	\$124	\$184	\$259	\$103	\$73	\$39	\$38	\$38	\$57	\$47	\$0	\$5,829	\$6,791
Total Received	\$344,404	\$390,467	\$386,512	\$394,300	\$376,534	\$391,755	\$396,644	\$401,342	\$391,581	\$388,318	\$402,320	\$400,272	\$4,664,449
YTD Total	\$344,404	\$734,871	\$1,121,383	\$1,515,684	\$1,892,217	\$2,283,972	\$2,680,616	\$3,081,958	\$3,473,539	\$3,861,857	\$4,264,177	\$4,664,449	

WATER SEWER REVENUES (rounded dollars)

FY 15-16

Receipts Month	July	August	September	October	November	December	January	February	March	April	May	June	Cummulative	Year End Project	16/17 Projection
													Total	Total	Total
Water Services	\$393,669	\$505,275	\$413,527	\$523,497	\$332,176	\$278,837	\$273,994	\$289,725	\$0	\$0	\$0	\$0	\$3,010,700	\$4,516,050	\$4,617,662
Sewer Services	\$339,715	\$351,703	\$321,601	\$365,928	\$330,502	\$337,797	\$340,537	\$366,934	\$0	\$0	\$0	\$0	\$2,753,716	\$4,130,574	\$4,223,512
Double Eagle	\$249,616	\$204,918	\$243,404	\$221,034	\$140,652	\$133,113	\$92,920	\$206,003	\$0	\$0	\$0	\$0	\$1,491,658	\$2,237,487	\$2,287,831
All Other	\$96,328	\$95,574	\$135,762	\$131,350	\$99,273	\$117,466	\$99,788	\$95,691	\$0	\$0	\$0	\$0	\$871,231	\$1,306,847	\$1,336,251
Total Received	\$1,079,327	\$1,157,471	\$1,114,294	\$1,241,809	\$902,602	\$867,213	\$807,238	\$957,352	\$0	\$0	\$0	\$0	\$8,127,306	\$12,190,959	\$12,465,256
Required Annual Total	\$15,296,523	does not include loans/grants													
Required Monthly Avar.	\$1,274,710														
Projected O/U Budget	-\$2,344,598	-\$1,875,735	-\$1,892,154	-\$1,617,819	-\$2,107,316	-\$2,571,091	-\$3,005,174	-\$3,105,564	\$0	\$0	\$0	\$0	Required to Meet Budget		
Percent + (-) Budget	-15.33%	-12.26%	-12.37%	-9.92%	-13.78%	-16.81%	-19.65%	-20.30%	0.00%	0.00%	0.00%	0.00%	\$7,169,217		
Water Services	11,753	11,751	11,750	11,754	11,701	11,743	11,690	11,783							
Sewer Services	9,969	10,003	9,968	9,990	9,935	9,974	9,924	10,026							

FY 14-15

Receipts Month	July	August	September	October	November	December	January	February	March	April	May	June	Cummulative	Year End Project	15/16 Projection
													Total	Total	Total
Water Services	\$448,468	\$545,214	\$479,170	\$430,219	\$302,692	\$307,757	\$261,510	\$307,998	\$247,713	\$245,067	\$320,138	\$392,483	\$4,288,436	\$4,288,436	\$4,384,926
Sewer Services	\$332,122	\$335,660	\$333,003	\$339,283	\$317,429	\$357,549	\$328,523	\$336,076	\$337,256	\$335,892	\$333,595	\$349,904	\$4,036,291	\$4,036,291	\$4,127,108
Double Eagle	\$556,289	\$871,038	\$924,383	\$840,211	\$810,583	\$699,819	\$890,851	\$655,267	\$582,397	\$390,411	\$464,491	\$519,651	\$8,115,370	\$8,115,370	\$8,297,966
All Other	\$60,188	\$60,602	\$57,497	\$118,642	\$80,829	\$112,619	\$92,955	\$126,492	\$80,970	\$81,496	\$49,622	\$137,816	\$1,059,719	\$1,059,719	\$1,083,562
Total Received	\$1,397,028	\$1,812,514	\$1,794,052	\$1,728,355	\$1,511,533	\$1,477,744	\$1,573,849	\$1,425,832	\$1,248,335	\$962,866	\$1,167,846	\$1,399,861	\$17,499,810	\$17,499,810	\$17,893,562
YTD Total	\$1,397,028	\$3,209,542	\$5,003,594	\$6,731,949	\$8,243,483	\$9,721,227	\$11,295,076	\$12,720,907	\$13,969,243	\$14,932,109	\$16,099,955	\$17,499,816			

FY 13-14

Receipts Month	July	August	September	October	November	December	January	February	March	April	May	June	Cummulative	Year End Project	14/15 Projection
													Total	Total	Total
Water Services	\$584,858	\$484,957	\$479,907	\$489,990	\$359,512	\$360,180	\$230,803	\$269,557	\$268,508	\$277,128	\$332,499	\$443,641	\$4,539,541	\$4,539,541	\$4,630,331
Sewer Services	\$338,821	\$325,203	\$328,457	\$332,687	\$314,553	\$349,094	\$323,609	\$317,256	\$328,470	\$318,547	\$321,864	\$338,036	\$3,936,598	\$3,936,598	\$4,015,330
Double Eagle	\$791,824	\$738,273	\$630,170	\$688,396	\$678,297	\$782,975	\$494,464	\$539,647	\$703,732	\$605,621	\$728,054	\$775,568	\$8,157,011	\$8,157,011	\$8,320,151
All Other	\$26,028	\$34,113	\$21,963	\$26,712	\$37,450	\$25,617	\$44,397	\$17,286	\$43,076	\$38,521	\$34,881	\$71,833	\$421,877	\$421,877	\$430,315
Total Received	\$1,741,529	\$1,582,547	\$1,418,497	\$1,537,774	\$1,389,813	\$1,517,866	\$1,093,273	\$1,143,746	\$1,343,787	\$1,239,818	\$1,417,298	\$1,629,079	\$17,055,027	\$17,055,027	\$17,396,127
YTD Total	\$1,741,529	\$3,324,076	\$4,742,573	\$6,280,347	\$7,670,160	\$9,188,025	\$10,281,299	\$11,425,044	\$12,768,831	\$14,008,649	\$15,425,948	\$17,055,027			

FY 12-13

Receipts Month	July	August	September	October	November	December	January	February	March	April	May	June	Cummulative	Year End Project	13/14 Projection
													Total	Total	Total
Water Services	\$504,562	\$600,623	\$568,702	\$562,726	\$378,007	\$348,731	\$327,023	\$331,539	\$290,283	\$367,394	\$475,585	\$504,448	\$5,259,623	\$5,259,623	\$5,354,296
Sewer Services	\$285,231	\$300,313	\$278,756	\$301,162	\$308,679	\$313,400	\$310,753	\$313,710	\$306,986	\$310,977	\$322,262	\$320,134	\$3,672,363	\$3,672,363	\$3,738,466
Double Eagle	\$530,733	\$366,246	\$492,464	\$448,982	\$349,839	\$519,103	\$478,567	\$388,061	\$805,955	\$609,243	\$1,048,326	\$668,093	\$6,706,611	\$6,706,611	\$6,827,330
All Other	\$18,778	\$17,259	\$4,805	\$44,284	\$15,029	\$28,840	\$13,618	\$20,614	\$20,306	\$33,036	\$40,326	\$20,602	\$287,497	\$287,497	\$292,672
Total Received	\$1,339,303	\$1,284,442	\$1,344,728	\$1,358,154	\$1,051,555	\$1,210,074	\$1,129,961	\$1,063,923	\$1,423,530	\$1,320,650	\$1,886,499	\$1,513,276	\$15,926,094	\$15,926,094	\$16,212,764
YTD Total	\$1,339,303	\$2,623,745	\$3,968,473	\$5,326,627	\$6,378,182	\$7,588,256	\$8,718,217	\$9,782,140	\$11,205,669	\$12,526,319	\$14,412,818	\$15,926,094			

FY 11-12

Receipts Month	July	August	September	October	November	December	January	February	March	April	May	June	Cummulative	Year End Project	12/13 Projection
													Total	Total	Total
Water Services	\$523,120	\$650,142	\$529,164	\$505,076	\$370,750	\$272,504	\$260,309	\$365,596	\$416,719	\$432,200	\$531,845	\$562,539	\$5,419,963	\$5,419,963	\$5,517,522
Sewer Services	\$264,632	\$284,338	\$269,120	\$278,345	\$292,672	\$284,967	\$299,527	\$296,913	\$289,059	\$292,283	\$297,614	\$288,187	\$3,437,658	\$3,437,658	\$3,499,536
Double Eagle	\$523,652	\$448,194	\$501,539	\$539,965	\$457,868	\$498,059	\$413,489	\$254,152	\$376,339	\$300,726	\$435,168	\$495,238	\$5,243,994	\$5,243,994	\$5,338,386
All Other	\$8,813	\$54,120	\$14,200	\$31,634	\$25,856	\$34,196	\$24,637	\$22,142	\$8,236	\$32,850	\$51,222	\$18,515	\$326,422	\$326,422	\$332,297
Total Received	\$1,319,821	\$1,436,794	\$1,314,022	\$1,358,020	\$1,147,146	\$1,089,726	\$997,962	\$938,803	\$1,090,353	\$1,058,059	\$1,315,849	\$1,364,481	\$14,428,036	\$14,428,036	\$14,687,741
YTD Total	\$1,319,821	\$2,756,615	\$4,070,638	\$5,428,658	\$6,575,804	\$7,665,530	\$8,660,492	\$9,599,294	\$10,689,647	\$11,747,707	\$13,063,555	\$14,428,036			

STATISTICAL REPORT

WATER AND SEWER DEPARTMENT
DATE: FEBRUARY 2016

ACCOUNT DESCRIPTION	FEB-16	JAN-16	CURRENT MONTH CHANGE	FEB-15	PREVIOUS YEAR'S MONTH CHANGE
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WATER METERS IN SERVICE

CITY OF CARLSBAD	10,840	10,751	89	10,695	17
DOUBLE EAGLE	68	70	(2)	82	1
LA HUERTA	943	939	4	921	8
<u>INOPERATIVE METERS</u>	894	894	0	833	(26)
<u>SEWER CONNECTIONS</u>	10,026	9,924	102	9,908	16

ACCOUNT DESCRIPTION	FEB-16 YEAR TO DATE	JAN-16 YEAR TO DATE	CURRENT MONTH CHANGE	FEB-15 TO DATE	FEB-15
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WATER CONSUMPTION GALS. M.

CITY OF CARLSBAD	1,529,703	1,439,831	89,872	1,609,199	88,771
DOUBLE EAGLE	33,669	31,019	2,650	169,893	15,580
LA HUERTA	178,704	170,139	8,565	165,574	3,370

COMPARED TO LAST YEAR

REVENUES	\$10,079,916.40	\$8,533,588.49	\$1,546,327.91	\$28,173,205.50	\$2,758,893.02
EXPENDITURES	\$7,689,650.06	\$6,973,729.67	\$715,920.39	\$20,978,101.46	\$2,077,649.60

GLSR325
 PERIOD ENDING 2/28/16

CITY OF CARLSBAD
 BUDGET SUMMARY OF REVENUE AND EXPENSES

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FUND 01 GENERAL FUND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
CURRENT PROPERTY TAXES	77,398.49-	1,819,140.64-	2,359,920	77		
WATER DEPARTMENT	.00	.00	20,000			
ELECTRIC COMPANY	28,802.41-	311,546.89-	480,000	65		
CABLE TV COMPANY	9,652.96-	80,280.60-	130,000	62		
TELEPHONE COMPANY	.00	49,482.91-	70,000	71		
GAS COMPANY	.00	44,013.22-	75,000	59		
FRANCHISE TAX - PVT NETWORKS	232.12-	1,854.20-	2,100	88		
MUNICIPAL GROSS RECEIPT TAX	1,551,313.85-	13,757,255.97-	18,395,915	75		
GROSS REC-INFRASTRUCTURE	128,519.74-	1,143,479.24-	1,535,147	74		
LIQUOR LICENSE	.00	10,500.00-	10,250	102		
DOG LICENSES	462.00-	2,591.50-	3,600	72		
BUILDING PERMITS	12,189.83-	90,184.26-	125,000	72		
PLUMBING/MECHANICAL PERMITS	1,207.00-	16,649.00-	30,000	55		
ELECTRICAL PERMITS	5,499.00-	49,630.00-	55,000	90		
PAVING CUTS	319.15	.00	0			
SEWER INSPECTIONS	.00	4.00-	0			
OIL & GAS ORDINANCE	.00	19,088.99-	0			
BUSINESS LICENSES	160.00-	1,810.00-	3,000	60		
BUSINESS REGISTRATIONS	23,275.00-	52,635.00-	80,000	66		
USE PERMITS-PICNIC SHELTERS	225.00-	2,000.00-	3,200	63		
AUTO LICENSES - GENERAL	1,275.05-	10,917.69-	15,500	70		
GROSS RECEIPTS TAX - 1.225	1,318,257.80-	11,612,941.72-	15,669,973	74		
NM INTERSTATE TELECOM TAX	1,079.82-	9,611.51-	27,667	35		
NM MUNI SHARE COMPENSATING TAX	4,764.31-	115,380.82-	135,396	85		
PRINTING & COPYING	2,562.80-	14,856.86-	18,000	83		
STREET & CURB REPAIR	.00	35.00-	25	140		
AMBULANCE CALLS	61,667.92-	594,726.64-	750,000	79		
DEPOSIT FEES	650.00-	1,100.00-	0			
LEASE-CAVE/KARST	18,000.00-	36,000.00-	36,000	100		
GREEN FEES	22,010.00-	126,982.50-	205,000	62		
GOLF CART PERMITS	7,780.00-	22,060.00-	30,000	74		
ZONING FEES	100.00-	1,070.00-	2,000	54		
SUB-DIVISION FEES	100.00-	5,017.00-	5,000	100		
REC CENTER RENTAL FEES	1,250.00-	8,200.00-	13,000	63		
CDWI ENFORCEMENT REIMBURSEMENT	.00	339.38-	0			
COUNTY REIMB-DWI TRACKING	.00	3,572.97-	1,000	357		
COUNTY APPROPRIATION	.00	.00	570,612			
STATE EQUIPMENT AGREEMENT	.00	750.00-	0			
TRAFFIC SAFETY GRANT	.00	6,755.97-	0			
LIBRARY BOND ACT	.00	.00	53,300			
LIBRARY BOND ACT	.00	.00	53,133			
LIBRARY BOND ACT	.00	3,738.20-	0			
STATE E-911 PER DIEM/TRAINING	.00	2,256.00-	0			
LIBRARY STATE GRANT - IN AID	7,526.55-	7,526.55-	7,780	97		
COURT FINES	51,661.00-	278,434.50-	375,000	74		
LIBRARY FEES	388.75-	6,424.60-	9,600	67		
CRIME LAB FEES	83.00	22.00-	0			
PREVENTION FEES	56.00	352.00-	0			
RESTITUTION	165.00	.00	0			
JUDICIAL FEES	693.00-	814.00-	0			
AUTOMATION FEES	1,272.00-	2,285.50-	0			
RENTS & ROYALTIES	2,719.89-	15,318.52-	50,000	31		
WIPP-JFA-FIRE	.00	.00	7,000			

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CITY OF CARLSBAD
 BUDGET SUMMARY OF REVENUE AND EXPENSES

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FUND 01 GENERAL FUND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
SALES OF FIXED ASSETS	.00	56,235.20-	1,000	5624		
SENIOR CENTERS	742.50-	5,920.51-	9,600	62		
REINTEGRATION CENTER LEASE	.00	19,621.44-	78,286	25		
SENMCAC LEASE	400.00-	3,600.00-	4,800	75		
DARE DONATIONS	.00	215.00-	0			
RECOVERIES	30.00-	8,923.86-	0			
PORT JEFFERSON RENT	1,350.00-	3,475.00-	3,000	116		
MISCELLANEOUS REVENUES	134.72-	642.56-	3,000	21		
LONG & SHORT-CASH	.00	6.00-	0			
SALE OF REAL PROPERTY	.00	51,450.00-	0			
SALE OF REAL PROPERTY	.00	99,000.00-	0			
REIMBURSEMENT	.00	3,197.79-	0			
INTEREST	165.54-	1,405.99-	1,000	141		
INTEREST ON INVESTMENTS	.00	4,448.18-	5,000	89		
CONCESSION-VIDEO MACHINES	.00	2,076.30-	5,000	42		
SALES	.00	.00	700			
CONCESSION-SNACK BAR	.00	1,072.28-	4,400	24		
2013 LEGISLATIVE GRANTS	.00	.00	100,000			
2014 LEGISLATIVE GRANTS	.00	.00	100,000			
2014 LEGISLATIVE GRANTS	.00	.00	50,000			
OPERATION DWI	.00	7,475.72-	0			
OPERATION BUCKLE DOWN	.00	5,325.50-	0			
NMDOT DNTXT	.00	4,397.99-	0			
TOTAL REVENUES	3,344,895.90-	30,618,125.67-	41,778,904	73		
TRANSFER-IN	.00	.00	7,276,585			
TRANSFER-OUT	.00	978,636.00	8,800,951-	11		
TOTAL TRANSFERS	.00	978,636.00	1,524,366-	64		
EXECUTIVE & LEGISLATIVE						
SALARIES	85,861.91	732,294.07	1,192,075	61	86,847.31	372,933.62
OPERATING EXPENSE	73,393.90	589,304.41	1,311,138	45	488,138.45	233,695.14
CAPITAL OUTLAY	.00	.00	12,000		.00	12,000.00
TOTAL EXECUTIVE & LEGISLATIVE	159,255.81	1,321,598.48	2,515,213	53	574,985.76	618,628.76
PERSONNEL						
SALARIES	19,950.77	187,214.47	323,633	58	21,940.96	114,477.57
OPERATING EXPENSE	394.96	18,269.09	26,167	70	2,588.40	5,309.51
TOTAL PERSONNEL	20,345.73	205,483.56	349,800	59	24,529.36	119,787.08
JUDICIAL						
SALARIES	34,560.29	297,376.32	457,534	65	34,572.64	125,585.04
OPERATING EXPENSE	2,966.10	86,146.51	147,890	58	51,019.20	10,724.29
CAPITAL OUTLAY	.00	.00	6,500		.00	6,500.00

GLSR325
 PERIOD ENDING 2/28/16

CITY OF CARLSBAD
 BUDGET SUMMARY OF REVENUE AND EXPENSES

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FUND 01 GENERAL FUND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
TOTAL JUDICIAL	37,526.39	383,522.83	611,924	63	85,591.84	142,809.33
RIVERWALK RECREATION						
SALARIES	30,418.99	279,174.22	466,989	60	32,542.75	155,272.03
OPERATING EXPENSE	15,095.09	73,945.56	144,719	51	65,035.63	5,737.81
CAPITAL OUTLAY	.00	42,727.52	56,000	76	.00	13,272.48
TOTAL RIVERWALK RECREATION	45,514.08	395,847.30	667,708	59	97,578.38	174,282.32
INFORMATION TECHNOLOGY						
SALARIES	41,332.87	365,770.80	548,897	67	41,480.17	141,646.03
OPERATING EXPENSE	9,949.31	119,000.17	239,922	50	89,352.33	31,569.50
CAPITAL OUTLAY	.00	126,656.64	340,493	37	14,925.31	198,911.05
CAPITAL OUTLAY	.00	2,312.27	3,200	72	.00	887.73
TOTAL INFORMATION TECHNOLOGY	51,282.18	613,739.88	1,132,512	54	145,757.81	373,014.31
FINANCIAL ADMINISTRATION						
SALARIES	129,289.19	993,725.21	1,695,202	59	274,884.69	426,592.10
OPERATING EXPENSE	22,216.02	217,044.03	654,181	33	287,953.11	149,183.86
CAPITAL OUTLAY	5,540.40	23,044.40	80,000	29	26,955.60	30,000.00
CAPITAL OUTLAY	.00	.00	20,000		.00	20,000.00
TOTAL FINANCIAL ADMINISTRATION	157,045.61	1,233,813.64	2,449,383	50	589,793.40	625,775.96
CARLSBAD COMMUNITY VOLUNTEER NETWORK						
SALARIES	5,055.03	38,872.70	67,324	58	4,987.92	23,463.38
OPERATING EXPENSE	904.14	4,024.93	23,200	17	3,096.91	16,078.16
TOTAL CARLSBAD COMMUNITY VOLUNTEER	5,959.17	42,897.63	90,524	47	8,084.83	39,541.54
PUBLIC SAFETY						
SALARIES	784,328.47	7,051,891.40	11,609,999	61	765,194.37	3,792,913.23
OPERATING EXPENSE	74,192.70	760,627.65	1,723,813	44	729,286.26	233,899.09
CAPITAL OUTLAY	197,495.67	1,092,014.37	1,403,800	78	175,462.41	136,323.22
CAPITAL OUTLAY	11,961.43	399,247.49	594,658	67	173,651.32	21,759.19
TOTAL PUBLIC SAFETY	1,067,978.27	9,303,780.91	15,332,270	61	1,843,594.36	4,184,894.73

FIRE

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FUND 01 GENERAL FUND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
SALARIES	539,645.96	5,009,697.87	7,739,499	65	545,117.14	2,184,683.99
OPERATING EXPENSE	49,583.14	473,288.05	805,822	59	275,019.62	57,514.33
CAPITAL OUTLAY	.00	121,833.70	256,982	47	17,285.08	117,863.22
CAPITAL OUTLAY	41,607.00	759,180.26	2,179,110	35	1,365,522.40	54,407.34
TOTAL FIRE	630,836.10	6,363,999.88	10,981,413	58	2,202,944.24	2,414,468.88
STREET						
SALARIES	105,878.98	939,804.99	1,535,604	61	104,574.57	491,224.44
OPERATING EXPENSE	50,988.34	470,607.93	894,054	53	319,515.96	103,930.11
CAPITAL OUTLAY	.00	137,523.00	158,400	87	10,970.00	9,907.00
CAPITAL OUTLAY	.00	.00	224,000		211,566.00	12,434.00
TOTAL STREET	156,867.32	1,547,935.92	2,812,058	55	646,626.53	617,495.55
GARAGE						
SALARIES	91,492.10	845,540.77	1,413,216	60	91,638.24	476,036.99
OPERATING EXPENSE	10,237.02	69,435.96	140,899	49	53,407.85	18,055.19
CAPITAL OUTLAY	.00	554.94	67,290	1	42,187.39	24,547.67
TOTAL GARAGE	101,729.12	915,531.67	1,621,405	56	187,233.48	518,639.85
ELECTRICAL DEPT.						
SALARIES	58,822.66	564,095.47	949,458	59	62,362.79	322,999.74
OPERATING EXPENSE	9,067.19	38,383.70	64,777	59	29,172.15	2,778.85
CAPITAL OUTLAY	.00	.00	10,000		5,963.84	4,036.16
TOTAL ELECTRICAL DEPT.	67,889.85	602,479.17	1,024,235	59	97,498.78	324,257.05
CONSTRUCTION						
SALARIES	89,997.05	856,102.34	1,385,537	62	84,862.28	444,572.38
OPERATING EXPENSE	2,116.09	30,666.86	71,895	43	25,593.52	15,634.62
CAPITAL OUTLAY	.00	.00	26,500		.00	26,500.00
CAPITAL OUTLAY	.00	.00	12,500		.00	12,500.00
TOTAL CONSTRUCTION	92,113.14	886,769.20	1,496,432	59	110,455.80	499,207.00
COMMUNITY SERVICE						
SALARIES	19,303.89	148,285.74	376,416	39	19,373.21	208,757.05
OPERATING EXPENSE	3,206.06	14,389.57	58,235	25	22,529.12	21,316.31
CAPITAL OUTLAY	.00	.00	10,000		.00	10,000.00
TOTAL COMMUNITY SERVICE	22,509.95	162,675.31	444,651	37	41,902.33	240,073.36

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FUND 01 GENERAL FUND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
GOLF						
SALARIES	29,448.73	294,295.11	563,608	52	32,950.41	236,362.48
OPERATING EXPENSE	24,354.05	234,739.52	451,862	52	142,935.14	74,187.34
CAPITAL OUTLAY	.00	5,102.47	122,998	4	23,453.67	94,441.86
CAPITAL OUTLAY	30,974.44	31,563.79	69,256	46	6,928.57	30,763.64
TOTAL GOLF	84,777.22	565,700.89	1,207,724	47	206,267.79	435,755.32
PARKS						
SALARIES	67,521.80	597,532.81	954,177	63	67,209.47	289,434.72
OPERATING EXPENSE	50,204.54	476,704.69	707,033	67	234,991.41	4,663.10
CAPITAL OUTLAY	311.57	431,696.62	766,804	56	172,980.70	162,126.68
CAPITAL OUTLAY	30,428.00	30,428.00	57,000	53	22,596.82	3,975.18
TOTAL PARKS	148,465.91	1,536,362.12	2,485,014	62	497,778.40	450,873.48
AIRPORT						
SALARIES	22,358.20	191,388.74	318,425	60	22,627.65	104,408.61
OPERATING EXPENSE	8,550.06	57,534.14	152,221	38	54,861.36	39,825.50
CAPITAL OUTLAY	.00	3,724.56	20,772	18	15,558.94	1,488.50
CAPITAL OUTLAY	.00	343,382.00	395,903	87	45,113.07	7,407.93
TOTAL AIRPORT	30,908.26	596,029.44	887,321	67	138,161.02	153,130.54
FACILITY MAINTENANCE						
SALARIES	70,653.79	651,101.73	1,034,907	63	75,248.97	308,556.30
OPERATING EXPENSE	9,017.66	57,070.64	181,100	32	62,711.99	61,317.37
CAPITAL OUTLAY	.00	35,448.80	86,000	41	.00	50,551.20
TOTAL FACILITY MAINTENANCE	79,671.45	743,621.17	1,302,007	57	137,960.96	420,424.87
LIBRARY						
SALARIES	62,107.45	505,892.74	767,342	66	54,070.59	207,378.67
OPERATING EXPENSE	10,459.71	116,860.93	271,048	43	111,400.73	42,786.34
CAPITAL OUTLAY	.00	1,955.50	44,690	4	31,705.61	11,028.89
TOTAL LIBRARY	72,567.16	624,709.17	1,083,080	58	197,176.93	261,193.90
CRC BEAUTIFICATION						
SALARIES	3,986.58	34,687.09	75,643	46	3,988.88	36,967.03
OPERATING EXPENSE	3,021.75	9,304.10	21,788	43	7,991.34	4,492.56

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	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
TOTAL CRC BEAUTIFICATION	7,008.33	43,991.19	97,431	45	11,980.22	41,459.59
MUSEUM						
SALARIES	19,952.90	173,628.13	272,019	64	20,426.79	77,964.08
OPERATING EXPENSE	6,119.13	135,358.79	242,400	56	53,889.30	53,151.91
CAPITAL OUTLAY	.00	25,316.54	44,000	58	9,339.43	9,344.03
CAPITAL OUTLAY	.00	2,884.50	3,000	96	.00	115.50
TOTAL MUSEUM	26,072.03	337,187.96	561,419	60	83,655.52	140,575.52
ENGINEERING						
OPERATING EXPENSE	.00	.00	0		8.79	8.79-
TOTAL ENGINEERING	.00	.00	0		8.79	8.79-
PLANNING ENGINEERING & REGULATIONS						
SALARIES	103,521.15	1,001,584.63	1,944,730	52	108,029.38	835,115.99
OPERATING EXPENSE	14,327.94	170,105.13	616,687	28	141,985.36	304,596.51
CAPITAL OUTLAY	.00	5,137.61	51,732	10	16,561.49	30,032.90
TOTAL PLANNING ENGINEERING & REGULA	117,849.09	1,176,827.37	2,613,149	45	266,576.23	1,169,745.40
CULTURE & ARTS						
SALARIES	17,028.60	149,770.85	231,234	65	17,124.38	64,338.77
OPERATING EXPENSE	2,652.31	33,694.17	72,500	46	14,710.91	24,094.92
TOTAL CULTURE & ARTS	19,680.91	183,465.02	303,734	60	31,835.29	88,433.69
SAN JOSE SR. REC CTR						
SALARIES	11,481.65	103,918.17	156,646	66	11,488.54	41,239.29
OPERATING EXPENSE	2,807.99	24,168.39	81,580	30	22,794.57	34,617.04
TOTAL SAN JOSE SR. REC CTR	14,289.64	128,086.56	238,226	54	34,283.11	75,856.33
N. MESA SR. REC CTR						
SALARIES	12,555.58	110,403.86	163,389	68	12,738.25	40,246.89
OPERATING EXPENSE	2,544.45	32,047.96	63,718	50	27,576.85	4,093.19
CAPITAL OUTLAY	.00	6,345.00	6,345	100	.00	.00
CAPITAL OUTLAY	.00	.00	12,000		11,446.50	553.50
TOTAL N. MESA SR. REC CTR	15,100.03	148,796.82	245,452	61	51,761.60	44,893.58

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	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
TOTAL FUND 01	3,233,242.75	30,064,853.09	52,554,085	57	8,314,022.76	14,175,209.15

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FUND 02 GRT CAPITAL OUTLAY FUND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
CAPITAL OUTLAY GRT	249,330.40-	2,175,335.56-	2,848,307	76		
INTEREST	122.97-	996.60-	0			
TOTAL REVENUES	249,453.37-	2,176,332.16-	2,848,307	76		
TRANSFER-OUT	.00	108,197.00	2,181,394-	5		
TOTAL TRANSFERS	.00	108,197.00	2,181,394-	5		
CAPITAL OUTLAY GRT	159,705.51	534,601.05	4,959,551	11	2,685,102.50	1,739,847.45
CAPITAL OUTLAY	2,735.70	2,735.70	6,929,413		3,727,092.52	3,199,584.78
TOTAL CAPITAL OUTLAY GRT	162,441.21	537,336.75	11,888,964	5	6,412,195.02	4,939,432.23
TOTAL FUND 02	162,441.21	537,336.75	11,888,964	5	6,412,195.02	4,939,432.23

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FUND 06 DISASTER PREPAREDNESS FUND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
FEMA MITIGATION-STATE	.00	35,013.90-	86,101	41		
FEMA FLOOD REIMB	.00	210,083.35-	505,502	42		
TOTAL REVENUES	.00	245,097.25-	591,603	41		
TRANSFER-IN	.00	.00	600,000			
TOTAL TRANSFERS	.00	.00	600,000			
DISASTER PREPAREDNESS OPERATING EXPENSE	.00	.00	78,359		36,124.35	42,234.65
CAPITAL OUTLAY	27,181.29	571,141.82	835,574	68	211,133.27	53,298.91
TOTAL DISASTER PREPAREDNESS	27,181.29	571,141.82	913,933	62	247,257.62	95,533.56
TOTAL FUND 06	27,181.29	571,141.82	913,933	62	247,257.62	95,533.56

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FUND 12 SPECIAL MUSEUM FUND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
DONATIONS	70.00-	1,448.48-	1,500	97		
SALES	1.13	779.71-	9,000	9		
TOTAL REVENUES	68.87-	2,228.19-	10,500	21		
SPECIAL MUSEUM FUND OPERATING EXPENSE	373.44	2,034.05	11,500	18	3,829.87	5,636.08
TOTAL SPECIAL MUSEUM FUND	373.44	2,034.05	11,500	18	3,829.87	5,636.08
TOTAL FUND 12	373.44	2,034.05	11,500	18	3,829.87	5,636.08

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FUND 15 MUNICIPAL TRANSIT

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
FEDERAL ADMINISTRATION 5311	.00	45,434.27-	0			
FEDERAL ADMINISTRATION 5311	.00	40,720.87-	57,063	71		
FEDERAL ADMINISTRATION 5311	.00	.00	107,839			
FEDERAL OPERATING 5311	.00	54,944.79-	0			
FEDERAL OPERATING 5311	.00	86,399.42-	118,016	73		
FEDERAL OPERATING 5311	.00	.00	170,576			
FEDERAL CAPITAL 5311	.00	41,228.00-	6,995	589		
FEDERAL CAPITAL 5311	.00	.00	36,900			
FEDERAL CAPITAL 5311	.00	.00	34,800			
FARE REVENUES	7,354.55-	52,409.46-	80,000	66		
CONTRACT FARES	454.00-	7,754.00-	11,500	67		
TOTAL REVENUES	7,808.55-	328,890.81-	623,689	53		
TRANSFER-IN	.00	340,000.00-	710,728	48		
TRANSFER-OUT	.00	20,000.00	20,000	100		
TOTAL TRANSFERS	.00	320,000.00-	690,728	46		
TRANSIT SERVICE						
SALARIES	70,978.55	604,005.81	952,553	63	70,911.79	277,635.40
OPERATING EXPENSE	9,292.91	89,595.30	269,213	33	100,870.16	78,747.54
CAPITAL OUTLAY	.00	5,463.08	13,366	41	.00	7,902.92
CAPITAL OUTLAY	.00	51,535.00	105,535	49	53,878.00	122.00
TOTAL TRANSIT SERVICE	80,271.46	750,599.19	1,340,667	56	225,659.95	364,407.86
TOTAL FUND 15	80,271.46	750,599.19	1,340,667	56	225,659.95	364,407.86

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FUND 18 PERFORMING ARTS CENTER

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
C C RENTAL FEES	.00	12,877.00-	25,000	52		
TOTAL REVENUES	.00	12,877.00-	25,000	52		
TRANSFER-IN	.00	.00	400,000			
TOTAL TRANSFERS	.00	.00	400,000			
PERFORMING ARTS CENTER						
OPERATING EXPENSE	9,698.68	86,888.16	156,500	56	56,954.94	12,656.90
CAPITAL OUTLAY	.00	.00	418,707		181,461.03	237,245.97
CAPITAL OUTLAY	.00	.00	25,000		17,265.00	7,735.00
TOTAL PERFORMING ARTS CENTER	9,698.68	86,888.16	600,207	14	255,680.97	257,637.87
TOTAL FUND 18	9,698.68	86,888.16	600,207	14	255,680.97	257,637.87

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FUND 20 FIRE PROTECTION

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
FIRE ALLOTMENT - STATE	.00	369,813.00-	381,247	97		
INTEREST ON INVESTMENTS	.00	63.79-	0			
TOTAL REVENUES	.00	369,876.79-	381,247	97		
TRANSFER-OUT	.00	7,615.39	88,324-	9		
TOTAL TRANSFERS	.00	7,615.39	88,324-	9		
FIRE PROTECTION OPERATING EXPENSE	.00	.00	0		2,333.57	2,333.57-
CAPITAL OUTLAY	.00	521,101.00	521,101	100	.00	.00
CAPITAL OUTLAY	.00	75,327.56	136,899	55	52,777.13	8,794.31
TOTAL FIRE PROTECTION	.00	596,428.56	658,000	91	55,110.70	6,460.74
TOTAL FUND 20	.00	596,428.56	658,000	91	55,110.70	6,460.74

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FUND 22 LANDFILL CLOSURE RESERVE

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
COUNTY LANDFILL SHARE	.00	.00	111,000			
INTEREST ON INVESTMENTS	.00	5,445.15-	4,500	121		
TOTAL REVENUES	.00	5,445.15-	115,500	5		
TRANSFER-IN	.00	.00	111,000			
TOTAL TRANSFERS	.00	.00	111,000			
TOTAL FUND 22	.00	.00	0			

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FUND 23 LODGERS TAX

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
LODGERS TAX	.00	.00	1,863,730			
LODGERS TAX	3,235.04-	28,866.78-				
LODGERS TAX	4,187.17-	40,883.70-				
LODGERS TAX	616.56-	5,447.46-				
LODGERS TAX	618.68-	8,476.16-				
LODGERS TAX	407.55-	2,932.50-				
LODGERS TAX	1,421.14-	13,038.81-				
LODGERS TAX	5,298.65-	47,053.93-				
LODGERS TAX	19,167.33-	208,262.39-				
LODGERS TAX	836.19-	7,008.04-				
LODGERS TAX	3,399.22-	33,582.83-				
LODGERS TAX	942.03-	8,025.50-				
LODGERS TAX	2,146.10-	18,420.02-				
LODGERS TAX	3,335.08-	48,463.45-				
LODGERS TAX	301.39-	2,562.89-				
LODGERS TAX	2,391.75-	21,095.00-				
LODGERS TAX	4,746.78-	34,363.23-				
LODGERS TAX	106.50-	983.00-				
LODGERS TAX	8,968.83-	104,583.70-				
LODGERS TAX	1,974.37-	11,228.80-				
LODGERS TAX	7,573.45-	55,847.56-				
LODGERS TAX	2,423.45-	12,347.93-				
LODGERS TAX	13,717.10-	113,800.03-				
LODGERS TAX	7,942.43-	99,157.96-				
LODGERS TAX	10,143.49-	98,624.03-				
LODGERS TAX	11,259.21-	118,172.04-				
LODGERS TAX	588.13-	5,031.35-				
LODGERS TAX	14,297.80-	114,383.14-				
LODGERS TAX	7,865.50-	72,205.05-				
LODGERS TAX	.00	14,061.05-				
LODGERS TAX	140.00-	560.00-				
LODGERS TAX	2,182.36-	2,182.36-				
LODGER'S TAX PENALTY	100.00-	424.59-				
INTEREST ON INVESTMENTS	.00	6.36-				
2014 LEGISLATIVE GRANTS	.00	.00	217,800			
TOTAL REVENUES	142,333.28-	1,352,081.64-	2,081,530	65		
TRANSFER-OUT	.00	.00	1,400,000-			
TOTAL TRANSFERS	.00	.00	1,400,000-			
LODGERS TAX						
OPERATING EXPENSE	58,836.09	731,258.75	1,618,567	45	615,088.37	272,219.88
CAPITAL OUTLAY	.00	363,068.92	765,734	47	300,780.85	101,884.23
CAPITAL OUTLAY	76,821.04	76,821.04	549,790	14	227,049.26	245,919.70
TOTAL LODGERS TAX	135,657.13	1,171,148.71	2,934,091	40	1,142,918.48	620,023.81
TOTAL FUND 23	135,657.13	1,171,148.71	2,934,091	40	1,142,918.48	620,023.81

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FUND 23 LODGERS TAX

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FUND 24 SOLID WASTE DISPOSAL

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
1/16 ENVIR. GROSS REC. TAX	64,258.38-	571,743.74-	767,733	74		
REFUSE REMOVAL CHARGES	455,365.26-	3,472,516.65-	5,020,000	69		
OTHER - COUNTY	.00	8,531.89-	25,000	34		
LOAN PROCEEDS	.00	.00	1,165,267			
INTEREST ON INVESTMENTS	.00	427.81-	0			
TOTAL REVENUES	519,623.64-	4,053,220.09-	6,978,000	58		
TRANSFER-IN	.00	.00	97,653			
TRANSFER-OUT	.00	87,883.09	2,337,172-	4		
TOTAL TRANSFERS	.00	87,883.09	2,239,519-	4		
SOLID WASTE DISPOSAL						
SALARIES	125,087.83	1,188,823.01	1,938,936	61	123,582.92	626,530.07
OPERATING EXPENSE	79,569.93	531,871.78	1,499,999	35	967,147.26	979.96
CAPITAL OUTLAY	.00	596,510.80	702,877	85	80,521.32	25,844.88
CAPITAL OUTLAY	.00	.00	1,215,267		1,085,500.28	129,766.72
TOTAL SOLID WASTE DISPOSAL	204,657.76	2,317,205.59	5,357,079	43	2,256,751.78	783,121.63
SANDPOINT LANDFILL						
OPERATING EXPENSE	168,027.29	319,867.25	635,000	50	466,972.71	151,839.96-
TOTAL SANDPOINT LANDFILL	168,027.29	319,867.25	635,000	50	466,972.71	151,839.96-
TOTAL FUND 24	372,685.05	2,637,072.84	5,992,079	44	2,723,724.49	631,281.67

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FUND 25 AIRPORT

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
AIRPORT-CELTECH CORP.	300.00-	1,350.00-	1,800	75		
AIRPORT-CARLSBAD NATIONAL BANK	50.00-	50.00-	0			
AIRLINE FEES-FED EXPRESS	210.00-	840.00-	1,260	67		
AIRPORT-MARBOB	.00	1,887.48-	900	210		
SOUTHWEST MED EVAC COUNTY	159.33-	1,274.64-	1,912	67		
AIRPORT-BMB EQUIP HOLDING	200.00-	1,660.00-	0			
NM AVIATION GRANT	.00	.00	1,830			
NM AVIATION GRANT	.00	.00	6,770			
NM AVIATION GRANT	.00	.00	8,980			
NM AVIATION GRANT	.00	71,183.00-	86,210	83		
NM AVIATION GRANT	.00	.00	70,412			
NM AVIATION GRANT	.00	.00	10,860			
NM AVIATION GRANT	.00	.00	3,420			
NM AVIATION GRANT	.00	.00	8,068			
NMDOT	.00	.00	6,855			
NMDOT	.00	.00	2,100			
FEDERAL GRANT - AIRPORT-FAA	.00	.00	205,659			
FEDERAL GRANT - AIRPORT-FAA	.00	.00	62,986			
FED GRANT	.00	.00	64,521			
TOTAL REVENUES	919.33-	78,245.12-	544,543	14		
TRANSFER-IN	.00	.00	135,500			
TOTAL TRANSFERS	.00	.00	135,500			
AIRPORT-MAINTENANCE OPERATING EXPENSE	.00	2,492.55	157,023	2	63,107.70	91,422.75
CAPITAL OUTLAY	.00	13,294.26	289,376	5	219,369.00	56,712.74
CAPITAL OUTLAY	.00	10,602.04	229,194	5	98,851.05	119,740.91
TOTAL AIRPORT-MAINTENANCE	.00	26,388.85	675,593	4	381,327.75	267,876.40
TOTAL FUND 25	.00	26,388.85	675,593	4	381,327.75	267,876.40

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 FUND 26 CEMETERY

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	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
COLUMBARIUM SALES	.00	.00	1,000			
OPENING & CLOSING	5,125.00-	56,760.00-	75,000	76		
SALE OF LOTS	5,675.00-	42,719.10-	95,000	45		
MONUMENT PERMITS	500.00-	2,425.00-	4,000	61		
CEMETERY-ADMIN.FEES	.00	.00	1,000			
COUNTY APPROPRIATION	.00	75,000.00-	75,000	100		
DONATIONS	1,400.00-	1,400.00-	0			
2013 LEGISLATIVE GRANTS	.00	.00	25,000			
TOTAL REVENUES	12,700.00-	178,304.10-	276,000	65		
TRANSFER-IN	.00	.00	711,665			
TOTAL TRANSFERS	.00	.00	711,665			
CEMETERY SALARIES	12,487.40	114,796.30	173,965	66	12,214.88	46,953.82
OPERATING EXPENSE	43,762.90	360,074.81	614,909	59	251,268.25	3,565.94
CAPITAL OUTLAY	.00	22,667.34	263,531	9	2,471.09	238,392.57
CAPITAL OUTLAY	.00	25,184.83	252,458	10	11,641.54	215,631.63
TOTAL CEMETERY	56,250.30	522,723.28	1,304,863	40	277,595.76	504,543.96
TOTAL FUND 26	56,250.30	522,723.28	1,304,863	40	277,595.76	504,543.96

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FUND 27 WORKERS' COMPENSATION

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
REIMBURSEMENT	.00	.00	0			
INTEREST ON INVESTMENTS	.00	961.44-	500	192		
TOTAL REVENUES	.00	961.44-	500	192		
TRANSFER-IN	.00	100.00-	500,000			
TOTAL TRANSFERS	.00	100.00-	500,000			
WORKERS' COMPENSATION OPERATING EXPENSE	30,630.41	501,682.84	798,000	63	135,249.10	161,068.06
TOTAL WORKERS' COMPENSATION	30,630.41	501,682.84	798,000	63	135,249.10	161,068.06
TOTAL FUND 27	30,630.41	501,682.84	798,000	63	135,249.10	161,068.06

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 FUND 28 INSURANCE

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	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
TRANSFER-IN	.00	1,044,999.00-	1,044,999	100		
TOTAL TRANSFERS	.00	1,044,999.00-	1,044,999	100		
INSURANCE OPERATING EXPENSE	43,833.70	1,057,132.30	1,254,522	84	45,492.39	151,897.31
TOTAL INSURANCE	43,833.70	1,057,132.30	1,254,522	84	45,492.39	151,897.31
TOTAL FUND 28	43,833.70	1,057,132.30	1,254,522	84	45,492.39	151,897.31

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FUND 29 SPORTS COMPLEX

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
GROSS REC-INFRASTRUCTURE	128,519.74-	1,143,479.22-	1,535,147	74		
LOAN PROCEEDS	.00	.00	5,710,429			
CONCESSION-SNACK BAR	.00	61,353.32-	100,000	61		
TOTAL REVENUES	128,519.74-	1,204,832.54-	7,345,576	16		
TRANSFER-IN	.00	.00	24,692			
TRANSFER-OUT	.00	.00	175,759-			
TOTAL TRANSFERS	.00	.00	151,067-			
SPORTS COMPLEX						
SALARIES	40,446.09	363,525.52	620,375	59	41,968.68	214,880.80
OPERATING EXPENSE	19,914.23	310,228.45	692,299	45	147,063.07	235,007.48
CAPITAL OUTLAY	.00	2,683.75	159,790	2	123,942.69	33,163.56
CAPITAL OUTLAY	4,300.00	321,059.34	6,134,207	5	2,230,770.47	3,582,377.19
TOTAL SPORTS COMPLEX	64,660.32	997,497.06	7,606,671	13	2,543,744.91	4,065,429.03
TOTAL FUND 29	64,660.32	997,497.06	7,606,671	13	2,543,744.91	4,065,429.03

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FUND	31 EMERGENCY MEDICAL SERVICE (EMS)	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
EMS - STATE-AMB		.00	20,000.00-	20,000	100		
TOTAL REVENUES		.00	20,000.00-	20,000	100		
TRANSFER-IN		.00	.00	18,000			
TOTAL TRANSFERS		.00	.00	18,000			
EMERGENCY MEDICAL SERVICE (EMS)							
CAPITAL OUTLAY		.00	36,049.16	38,000	95	.00	1,950.84
TOTAL EMERGENCY MEDICAL SERVICE (EM		.00	36,049.16	38,000	95	.00	1,950.84
TOTAL FUND 31		.00	36,049.16	38,000	95	.00	1,950.84

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FUND 32 LOCAL GOVERNMENT CORRECTION

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
LOCAL CORRECTIONS FEES	16,930.00-	98,521.00-	140,000	70		
TOTAL REVENUES	16,930.00-	98,521.00-	140,000	70		
TRANSFER-IN	.00	.00	170,000			
TOTAL TRANSFERS	.00	.00	170,000			
LOCAL GOVERNMENT CORRECTIONAL OPERATING EXPENSE	.00	183,948.92	467,640	39	163,050.00	120,641.08
TOTAL LOCAL GOVERNMENT CORRECTIONAL	.00	183,948.92	467,640	39	163,050.00	120,641.08
TOTAL FUND 32	.00	183,948.92	467,640	39	163,050.00	120,641.08

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FUND 34 LAW ENFORCEMENT PROTECTION

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
LAW ENFORCEMENT PROTECTION-STATE	.00	64,800.00-	64,800	100		
TOTAL REVENUES	.00	64,800.00-	64,800	100		
TRANSFER-IN	.00	.00	11,200			
TOTAL TRANSFERS	.00	.00	11,200			
LAW ENFORCEMENT PROTECTION						
OPERATING EXPENSE	11,765.65	38,563.93	38,564	100	.00	.07
CAPITAL OUTLAY	.00	.00	20,000		.00	20,000.00
CAPITAL OUTLAY	.00	51,322.00	56,000	92	.00	4,678.00
TOTAL LAW ENFORCEMENT PROTECTION	11,765.65	89,885.93	114,564	78	.00	24,678.07
TOTAL FUND 34	11,765.65	89,885.93	114,564	78	.00	24,678.07

FUND 36 WATER AND SEWER

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
OIL & GAS ORDINANCE	.00	60,500.00-	0			
SEPTAGE FEES	39,706.00-	494,519.60-	500,000	99		
SEPTAGE DISPOSAL APP FEE	275.00-	725.00-	2,500	29		
FEES	180.00-	1,350.00-	1,000	135		
TAP FEES	26,725.59-	152,325.61-	165,000	92		
RE-CONNECT FEES	12,000.00-	73,790.25-	100,000	74		
WATER RIGHTS AQUISITION FEE	10,652.50-	10,652.50-	0			
CONNECT FEES-D E	.00	.00	1,000			
NMED GRANT	.00	245,454.27-	428,979	57		
RENTS & ROYALTIES	.00	500.00-	0			
SALES OF FIXED ASSETS	.00	27,812.00-	1,000	2781		
LOAN PROCEEDS	.00	.00	600,000			
LOAN PROCEEDS	.00	1,118,180.55-	1,782,212	63		
RECOVERIES	94.89-	9,487.88-	0			
MISCELLANEOUS REVENUES	618.70-	8,570.39-	8,000	107		
LONG & SHORT-CASH	26.42	161.07	0			
INTEREST	184.45-	1,585.29-	1,500	106		
INTEREST ON INVESTMENTS	.00	1,037.81-	2,000	52		
WATER SERVICE	264,989.17-	2,675,543.04-	3,953,819	68		
LA HUERTA WATER SERVICE	24,735.84-	335,157.25-	487,170	69		
DOUBLE EAGLE WATER SERVICE	206,002.69-	1,491,658.23-	6,000,000	25		
SEWER SERVICE	365,933.97-	2,753,716.27-	4,022,534	68		
FIRE HYDRANT RENTALS	.00	.00	16,000			
WATER & SEWER ANALYSIS	5,280.00-	28,536.00-	35,000	82		
WATER TRUST BOARD GRANT	588,975.53-	588,975.53-	900,000	65		
TOTAL REVENUES	1,546,327.91-	10,079,916.40-	19,007,714	53		
TRANSFER-IN	.00	.00	360,498			
TRANSFER-OUT	.00	669,487.00	5,916,238-	11		
TOTAL TRANSFERS	.00	669,487.00	5,555,740-	12		
WATER						
SALARIES	175,901.57	1,564,211.20	2,561,160	61	168,048.68	828,900.12
OPERATING EXPENSE	80,638.96	919,112.31	2,073,850	44	804,482.63	350,255.06
CAPITAL OUTLAY	43,509.96	159,899.53	1,691,494	9	865,315.52	666,278.95
CAPITAL OUTLAY	2,548.24	405,173.57	2,142,855	19	1,247,479.59	490,201.84
TOTAL WATER	302,598.73	3,048,396.61	8,469,359	36	3,085,326.42	2,335,635.97
SEWER						
SALARIES	56,064.86	476,062.10	748,761	64	56,247.59	216,451.31
OPERATING EXPENSE	38,130.45	324,685.32	670,325	48	181,904.92	163,734.76
CAPITAL OUTLAY	.00	236,268.76	1,085,969	22	406,358.12	443,342.12
CAPITAL OUTLAY	.00	110.40	18,388	1	.00	18,277.60
TOTAL SEWER	94,195.31	1,037,126.58	2,523,443	41	644,510.63	841,805.79

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FUND 36 WATER AND SEWER

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
DOUBLE EAGLE						
SALARIES	87,460.76	796,457.55	1,184,364	67	85,885.27	302,021.18
OPERATING EXPENSE	14,220.77	206,698.95	922,331	22	276,160.51	439,471.54
CAPITAL OUTLAY	.00	.00	260,000		.00	260,000.00
CAPITAL OUTLAY	111,228.47	1,642,388.35	12,930,268	13	2,103,314.29	9,184,565.36
TOTAL DOUBLE EAGLE	212,910.00	2,645,544.85	15,296,963	17	2,465,360.07	10,186,058.08
LAB ENVIRONMENTAL SERVICES						
SALARIES	24,042.62	218,791.03	321,569	68	23,523.79	79,254.18
OPERATING EXPENSE	3,734.14	22,739.42	56,079	41	11,500.05	21,839.53
TOTAL LAB ENVIRONMENTAL SERVICES	27,776.76	241,530.45	377,648	64	35,023.84	101,093.71
COLLECTION SYSTEM						
SALARIES	39,414.87	384,854.54	778,865	49	40,090.69	353,919.77
OPERATING EXPENSE	22,167.76	108,281.97	274,531	39	94,787.67	71,461.36
CAPITAL OUTLAY	.00	14,325.00	696,008	2	9,559.78	672,123.22
CAPITAL OUTLAY	16,856.96	209,590.06	2,604,656	8	403,533.47	1,991,532.47
TOTAL COLLECTION SYSTEM	78,439.59	717,051.57	4,354,060	16	547,971.61	3,089,036.82
TOTAL FUND 36	715,920.39	7,689,650.06	31,021,473	25	6,778,192.57	16,553,630.37

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 FUND 37 RSVP

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	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL PCT BUDGET TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
TRANSFER-OUT	.00	.00	45,501-		
TOTAL TRANSFERS	.00	.00	45,501-		
TOTAL FUND 37	.00	.00	0		

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FUND 40 BEAUTIFICATION

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
STATE BEAUTIFICATION PROJECT	.00	15,169.64-	15,713	97		
STATE BEAUTIFICATION PROJECT	.00	2,662.50-	6,500	41		
DONATIONS	500.00-	500.00-	0			
TOTAL REVENUES	500.00-	18,332.14-	22,213	83		
BEAUTIFICATION						
OPERATING EXPENSE	.00	9,027.63	13,702	66	2,588.76	2,085.61
CAPITAL OUTLAY	.00	2,803.43	2,790	100	.00	13.43-
TOTAL BEAUTIFICATION	.00	11,831.06	16,492	72	2,588.76	2,072.18
TOTAL FUND 40	.00	11,831.06	16,492	72	2,588.76	2,072.18

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FUND 41 SEWER SYSTEM IMPROVEMENT

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL PCT BUDGET TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
WASTEWATER PLANT CONST LOAN	.00	.00	1,921,610		
TOTAL REVENUES	.00	.00	1,921,610		
TRANSFER-OUT	.00	.00	62,960-		
TOTAL TRANSFERS	.00	.00	62,960-		
SWR CAP IMPROVEMENT					
OPERATING EXPENSE	.00	.00	39,116	39,115.49	.51
CAPITAL OUTLAY	.00	.00	5,149	5,149.30	.30-
CAPITAL OUTLAY	.00	.00	1,787,053	911,213.83	875,839.17
TOTAL SWR CAP IMPROVEMENT	.00	.00	1,831,318	955,478.62	875,839.38
TOTAL FUND 41	.00	.00	1,831,318	955,478.62	875,839.38

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FUND 42 WATER SYSTEM IMPROVEMENT

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
TRANSFER-OUT	.00	.00	84,181-			
TOTAL TRANSFERS	.00	.00	84,181-			
DOUBLE EAGLE CAPITAL OUTLAY	.00	3,130.00	3,130	100	.00	.00
TOTAL DOUBLE EAGLE	.00	3,130.00	3,130	100	.00	.00
TOTAL FUND 42	.00	3,130.00	3,130	100	.00	.00

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FUND 44 STREET IMPROVEMENT

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
GASOLINE TX (7-1-6.9)	33,291.34-	288,345.24-	375,000	77		
GASOLINE (7-1-6.27)	20,015.36-	167,274.21-	240,000	70		
AUTO LICENSES (STREET IMPR FUND)	7,280.82-	61,279.05-	80,000	77		
STATE CO-OP GRANT	.00	34,506.10-	58,112	59		
STATE CO-OP GRANT	.00	.00	62,809			
INSURANCE RECOVERIES	.00	17,106.82-	0			
RECOVERIES	46.00-	141.05-	0			
SCHOOLS-FLASHERS	.00	.00	4,350			
INTEREST	351.74-	3,249.51-	0			
2013 LEGISLATIVE GRANTS	.00	.00	270,000			
2014 LEGISLATIVE GRANTS	.00	.00	287,500			
2015 LEGISLATIVE GRANTS	.00	.00	320,000			
TOTAL REVENUES	60,985.26-	571,901.98-	1,697,771	34		
TRANSFER-IN	.00	.00	1,971,275			
TOTAL TRANSFERS	.00	.00	1,971,275			
STREET IMPROVEMENT						
OPERATING EXPENSE	.00	.00	8,000		.00	8,000.00
CAPITAL OUTLAY	111,288.57	978,491.90	5,773,579	17	1,425,804.21	3,369,282.89
CAPITAL OUTLAY	158,265.95	543,545.33	2,609,733	21	106,561.00	1,959,626.67
TOTAL STREET IMPROVEMENT	269,554.52	1,522,037.23	8,391,312	18	1,532,365.21	5,336,909.56
TOTAL FUND 44	269,554.52	1,522,037.23	8,391,312	18	1,532,365.21	5,336,909.56

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	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
NMDOT	.00	36,285.89-	45,358	80		
NMDOT	2,755.44-	9,676.08-	0			
NMDOT	.00	.00	20,000			
INTEREST	175.87-	1,975.85-	0			
2013 LEGISLATIVE GRANTS	.00	.00	80,000			
2013 LEGISLATIVE GRANTS	.00	.00	100,000			
2014 LEGISLATIVE GRANTS	.00	.00	75,000			
TOTAL REVENUES	2,931.31-	47,937.82-	320,358	15		
TRANSFER-IN	.00	.00	5,869,332			
TOTAL TRANSFERS	.00	.00	5,869,332			
CIEP						
OPERATING EXPENSE	2,100.00	38,638.00	980,275	4	1,125.00	940,512.00
CAPITAL OUTLAY	64,672.73	1,320,181.40	4,881,578	27	2,510,065.69	1,051,330.91
CAPITAL OUTLAY	198,193.53	265,334.76	3,591,664	7	2,778,748.43	547,580.81
TOTAL CIEP	264,966.26	1,624,154.16	9,453,517	17	5,289,939.12	2,539,423.72
TOTAL FUND 49	264,966.26	1,624,154.16	9,453,517	17	5,289,939.12	2,539,423.72

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CITY OF CARLSBAD
 BUDGET SUMMARY OF REVENUE AND EXPENSES
 FUND 51 NM FINANCE AUTHORITY LOANS-GOVERNMENTAL

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	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
TRANSFER-IN	.00	7,615.39-	264,083	3		
TOTAL TRANSFERS	.00	7,615.39-	264,083	3		
NMFA LOANS-GOVERNMENTAL OPERATING EXPENSE	.00	7,615.39	264,083	3	.00	256,467.61
TOTAL NMFA LOANS-GOVERNMENTAL	.00	7,615.39	264,083	3	.00	256,467.61
TOTAL FUND 51	.00	7,615.39	264,083	3	.00	256,467.61

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CITY OF CARLSBAD
 BUDGET SUMMARY OF REVENUE AND EXPENSES
 FUND 52 NM FINANCE AUTHORITY LOANS-SOLID WASTE

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	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
TRANSFER-IN	.00	8,503.09-	126,792	7		
TOTAL TRANSFERS	.00	8,503.09-	126,792	7		
NMFA LOANS - SOLID WASTE OPERATING EXPENSE	.00	8,503.09	126,792	7	.00	118,288.91
TOTAL NMFA LOANS - SOLID WASTE	.00	8,503.09	126,792	7	.00	118,288.91
TOTAL FUND 52	.00	8,503.09	126,792	7	.00	118,288.91

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FUND 54 CAPITAL OUTLAY GRT BOND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
TRANSFER-IN	.00	108,197.00-	481,394	22		
TOTAL TRANSFERS	.00	108,197.00-	481,394	22		
GRT CAPITAL OUTLAY BOND OPERATING EXPENSE	.00	108,196.89	481,394	22	.00	373,197.11
TOTAL GRT CAPITAL OUTLAY BOND	.00	108,196.89	481,394	22	.00	373,197.11
TOTAL FUND 54	.00	108,196.89	481,394	22	.00	373,197.11

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CITY OF CARLSBAD
 BUDGET SUMMARY OF REVENUE AND EXPENSES
 FUND 55 NM FINANCE AUTHORITY LOANS-WATER & SEWER

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	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
TRANSFER-IN	.00	.00	1,074,282			
TOTAL TRANSFERS	.00	.00	1,074,282			
NMFA LOANS						
OPERATING EXPENSE	76,376.30	198,784.47	1,417,819	14	.00	1,219,034.53
TOTAL NMFA LOANS	76,376.30	198,784.47	1,417,819	14	.00	1,219,034.53
TOTAL FUND 55	76,376.30	198,784.47	1,417,819	14	.00	1,219,034.53

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FUND 56 2002 SALES TAX BOND FUND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
TRANSFER-IN	.00	.00	365,383			
TOTAL TRANSFERS	.00	.00	365,383			
2002 SALES TAX REVENUE BOND OPERATING EXPENSE	.00	30,191.25	60,383	50	.00	30,191.75
TOTAL 2002 SALES TAX REVENUE BOND	.00	30,191.25	60,383	50	.00	30,191.75
TOTAL FUND 56	.00	30,191.25	60,383	50	.00	30,191.75

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 BUDGET SUMMARY OF REVENUE AND EXPENSES

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FUND 59 2009 WATER & SEWER BOND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
TRANSFER-IN	.00	362,404.00-	1,624,807	22		
TOTAL TRANSFERS	.00	362,404.00-	1,624,807	22		
2009 W & S BOND OPERATING EXPENSE	.00	362,403.13	1,624,807	22	.00	1,262,403.87
TOTAL 2009 W & S BOND	.00	362,403.13	1,624,807	22	.00	1,262,403.87
TOTAL FUND 59	.00	362,403.13	1,624,807	22	.00	1,262,403.87

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FUND 60 2009 W & S BOND ACQUISITION

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
INTEREST ON INVESTMENTS	.00	279.23-	0			
TOTAL REVENUES	.00	279.23-	0			
2009 W & S BOND ACQUISITION						
CAPITAL OUTLAY	194,788.12	556,092.02	990,807	56	49,753.80	384,961.18
CAPITAL OUTLAY	.00	.00	671,772		.00	671,772.00
TOTAL 2009 W & S BOND ACQUISITION	194,788.12	556,092.02	1,662,579	33	49,753.80	1,056,733.18
TOTAL FUND 60	194,788.12	556,092.02	1,662,579	33	49,753.80	1,056,733.18

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 BUDGET SUMMARY OF REVENUE AND EXPENSES

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FUND 63 OLD CARLSBAD LANDFILL CLOSURE

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL PCT BUDGET TOT		ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
OLD CARLSBAD LANDFILL CLOSURE						
OPERATING EXPENSE	.00	1,011.46	37,356	3	21,345.49	14,999.05
CAPITAL OUTLAY	.00	.00	15,000		.00	15,000.00
TOTAL OLD CARLSBAD LANDFILL CLOSURE	.00	1,011.46	52,356	2	21,345.49	29,999.05
TOTAL FUND 63	.00	1,011.46	52,356	2	21,345.49	29,999.05

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CITY OF CARLSBAD
 BUDGET SUMMARY OF REVENUE AND EXPENSES
 FUND 67 SANDPOINT LANDFILL CONSTRUCTION

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	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL PCT BUDGET TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
INTEREST	78.84-	640.60-	0		
TOTAL REVENUES	78.84-	640.60-	0		
TRANSFER-IN	.00	.00	200,000		
TOTAL TRANSFERS	.00	.00	200,000		
SANDPOINT LANDFILL CONSTRUCTION CAPITAL OUTLAY	.00	.00	1,000,000	400,687.50	599,312.50
TOTAL SANDPOINT LANDFILL CONSTRUCTI	.00	.00	1,000,000	400,687.50	599,312.50
TOTAL FUND 67	.00	.00	1,000,000	400,687.50	599,312.50

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FUND	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
69 98' WATER & SEWER BOND ACQUISITION						
98' WATER & SEWER BOND ACQUISITION CAPITAL OUTLAY	7,333.46	32,330.66	226,094	14	53,280.04	140,483.30
TOTAL 98' WATER & SEWER BOND ACQUIS	7,333.46	32,330.66	226,094	14	53,280.04	140,483.30
TOTAL FUND 69	7,333.46	32,330.66	226,094	14	53,280.04	140,483.30

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BUDGET SUMMARY OF REVENUE AND EXPENSES

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FUND 71 PERMANENT WATER & SEWER FUND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
INTEREST	7.42-	61.06-	0			
INTEREST ON INVESTMENTS	30,528.55-	93,323.27-	50,000	187		
TOTAL REVENUES	30,535.97-	93,384.33-	50,000	187		
TOTAL FUND 71	.00	.00	0			

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 BUDGET SUMMARY OF REVENUE AND EXPENSES

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FUND 75 HEALTH INSURANCE FUND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
HEALTH INSUR. PREMIUMS	447,846.32-	3,569,550.72-	6,000,000	59		
PREMIUMS-AGGREGATE & 3RD PARTY	1,365.30-	11,039.67-	0			
REIMBURSEMENT	9,335.86-	485,882.29-	0			
INTEREST	192.34-	1,549.18-	1,000	155		
INTEREST ON INVESTMENTS	.00	159.83-	1,000	16		
TOTAL REVENUES	458,739.82-	4,068,181.69-	6,002,000	68		
TRANSFER-OUT	.00	.00	1,777,252-			
TOTAL TRANSFERS	.00	.00	1,777,252-			
HEALTH INSURANCE FUND OPERATING EXPENSE	293,847.66	3,878,289.72	6,002,000	65	324,494.44	1,799,215.84
TOTAL HEALTH INSURANCE FUND	293,847.66	3,878,289.72	6,002,000	65	324,494.44	1,799,215.84
TOTAL FUND 75	293,847.66	3,878,289.72	6,002,000	65	324,494.44	1,799,215.84

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 FUND 80 C D B G

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 BUDGET SUMMARY OF REVENUE AND EXPENSES

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	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL PCT BUDGET TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
TRANSFER-OUT	.00	.00	37,999-		
TOTAL TRANSFERS	.00	.00	37,999-		
TOTAL FUND 80	.00	.00	0		

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FUND 81 FEDERAL PROJECTS FUND

	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
EFFLUENT	.00	.00	291,500			
FEDERAL GRANT - EDA	.00	.00	597,009			
YOUTH SPORTS COMPLEX	.00	.00	190,000			
TOTAL REVENUES	.00	.00	1,078,509			
TRANSFER-IN	.00	.00	0			
TRANSFER-OUT	.00	.00	1,222,137-			
TOTAL TRANSFERS	.00	.00	1,222,137-			
FEDERAL PROJECTS						
OPERATING EXPENSE	.00	10,000.00	10,000	100	.00	.00
CAPITAL OUTLAY	160,231.91	312,444.23	399,037	78	86,147.25	445.52
CAPITAL OUTLAY	.00	84,536.34	96,863	87	.00	12,326.66
TOTAL FEDERAL PROJECTS	160,231.91	406,980.57	505,900	80	86,147.25	12,772.18
TOTAL FUND 81	160,231.91	406,980.57	505,900	80	86,147.25	12,772.18

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 FUND 85 PAYROLL

CITY OF CARLSBAD
 BUDGET SUMMARY OF REVENUE AND EXPENSES

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	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL PCT BUDGET TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
EMPLOYEE PORTION HEALTH	.00	.00	0		
COLONIAL INSURANCE	.00	.00	0		
STATE W/H	.00	.00	0		
DEFERRED INCOME	.00	.00	0		
UNION DUES & INIT. FEES	.00	.00	0		
EDDY FED. CR UNION	.00	.00	0		
U1ST FED CR UNION	.00	.00	0		
GARNISHMENTS	.00	.00	0		
ELEC. 2% WORK ASSESS.	.00	.00	0		
AM. HOME SECURITY LIFE INSUR.	.00	.00	0		
UNITED FUND	.00	.00	0		
EMPLOYEE POR. PERA INSUR.	.00	.00	0		
MISCELLANEOUS DEDUCTIONS	.00	.00	0		
TOTAL REVENUES	.00	.00	0		
PAYROLL					
PR EXPENSES	855,633.37	7,075,587.57	0	864,685.58	7,940,273.15-
TOTAL PAYROLL	855,633.37	7,075,587.57	0	864,685.58	7,940,273.15-
TOTAL FUND 85	855,633.37	7,075,587.57	0	864,685.58	7,940,273.15-

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CITY OF CARLSBAD
 BUDGET SUMMARY OF REVENUE AND EXPENSES
 FUND 88 06-12 WIPP ACCELERATION IMPACT FUND

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	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL BUDGET	PCT TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
REIMBURSEMENT	.00	101,475.00-	180,000	56		
TOTAL REVENUES	.00	101,475.00-	180,000	56		
TRANSFER-IN	.00	.00	0			
TRANSFER-OUT	.00	.00	0			
TOTAL TRANSFERS	.00	.00	0			
2010-12 WIPP ACCELERATION IMPACT FUND OPERATING EXPENSE	.00	62,887.93	276,413	23	.00	213,525.07
TOTAL 2010-12 WIPP ACCELERATION IMP	.00	62,887.93	276,413	23	.00	213,525.07
TOTAL FUND 88	.00	62,887.93	276,413	23	.00	213,525.07

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CITY OF CARLSBAD
BUDGET SUMMARY OF REVENUE AND EXPENSES
FUND 89 05-06 WIPP ACCELERATION IMPACT FUND

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	CURRENT ACTUAL	Y-T-D ACTUAL	TOTAL PCT BUDGET TOT	ENCUMBERED AMOUNT	UNENCUMBERED BALANCE
TRANSFER-OUT	.00	.00	0		
TOTAL TRANSFERS	.00	.00	0		
TOTAL FUND 89	.00	.00	0		

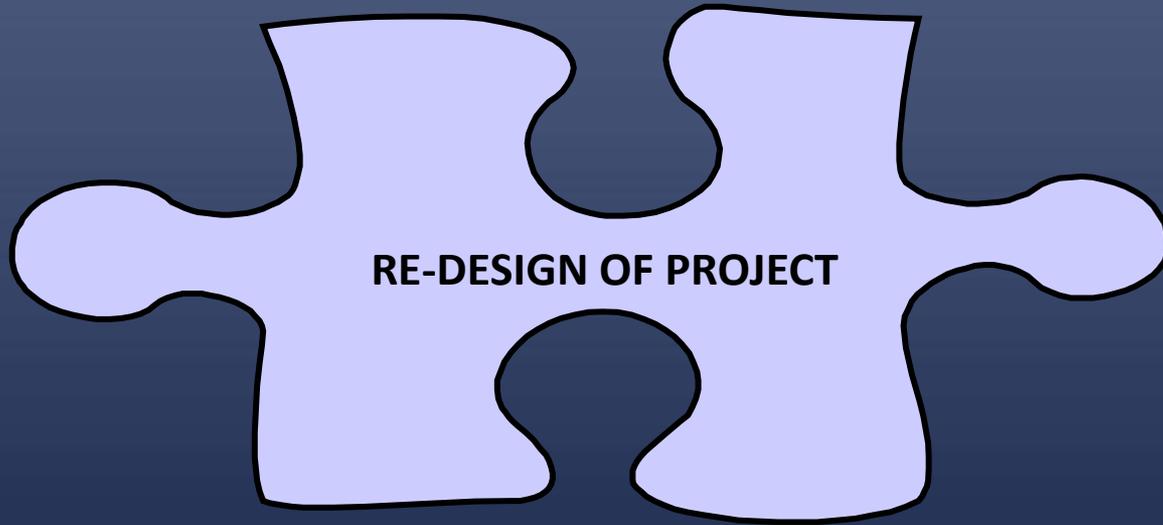
DOUBLE EAGLE WATERLINE PROJECT

Phase I & Phase II
Presentation of Award



MOLZENCORBIN

DOUBLE EAGLE PUZZLE

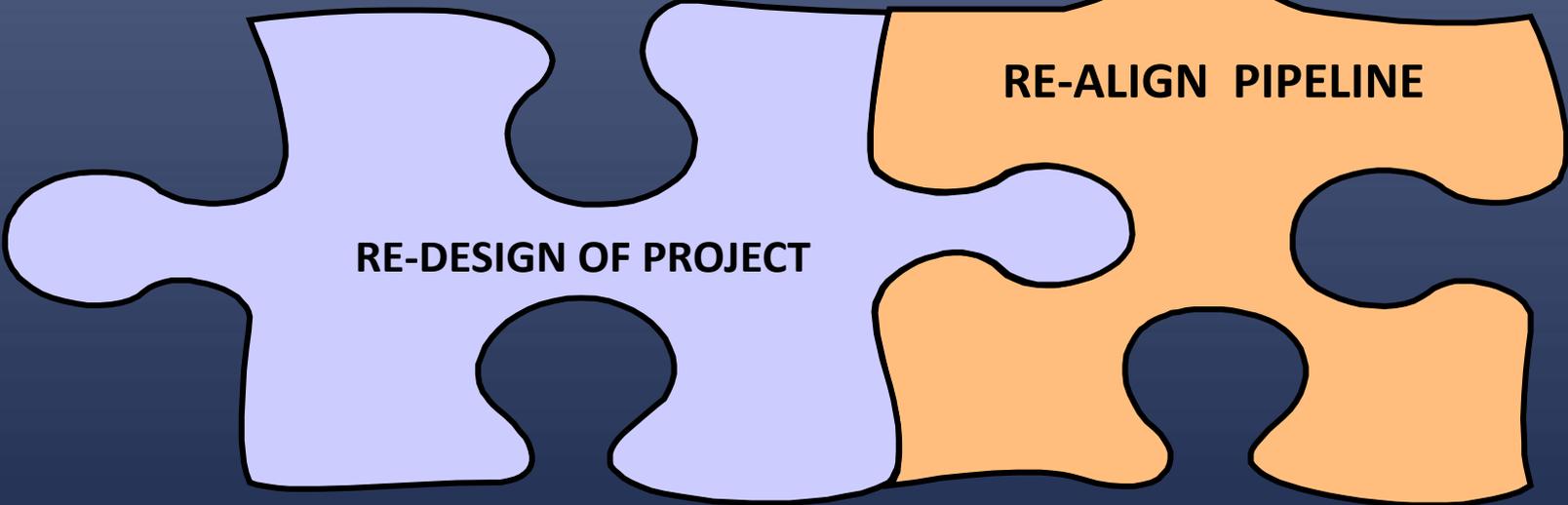


RE-DESIGN OF PROJECT

- Maintained the key design feature of 100% utilization of Double Eagle Water Rights.
- Joint use of Both Sheep's Draw & Double Eagle Well Fields.
- Pipeline that is fully utilized every day and not just peak day.



DOUBLE EAGLE PUZZLE

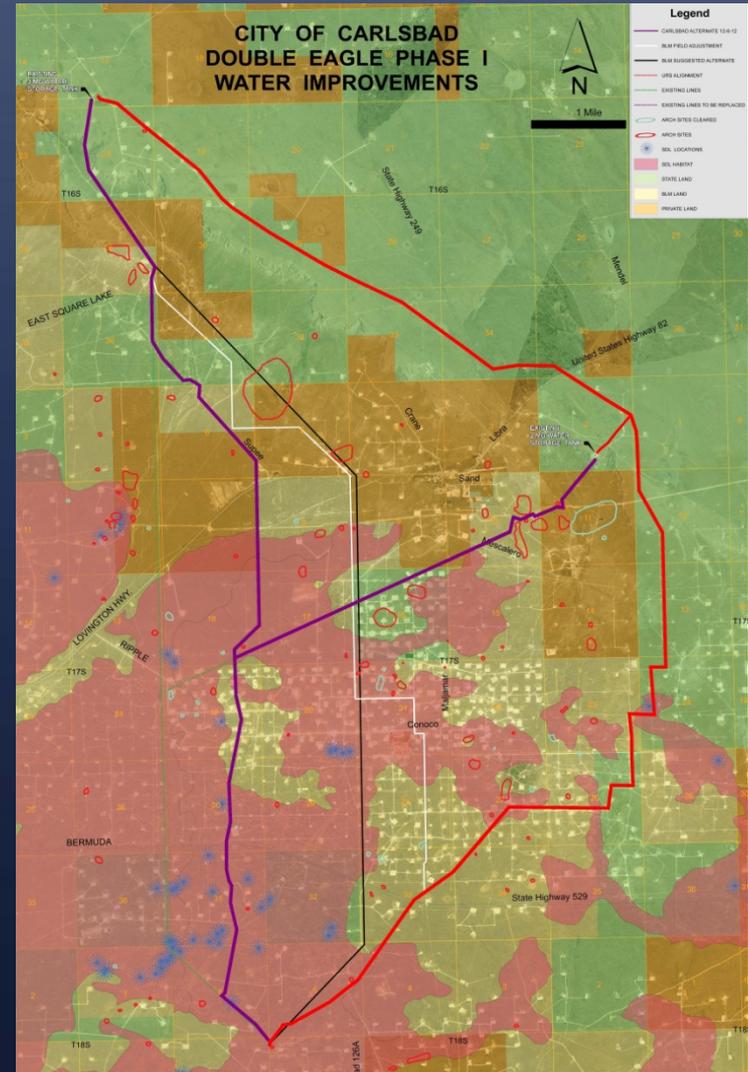


RE-DESIGN OF PROJECT

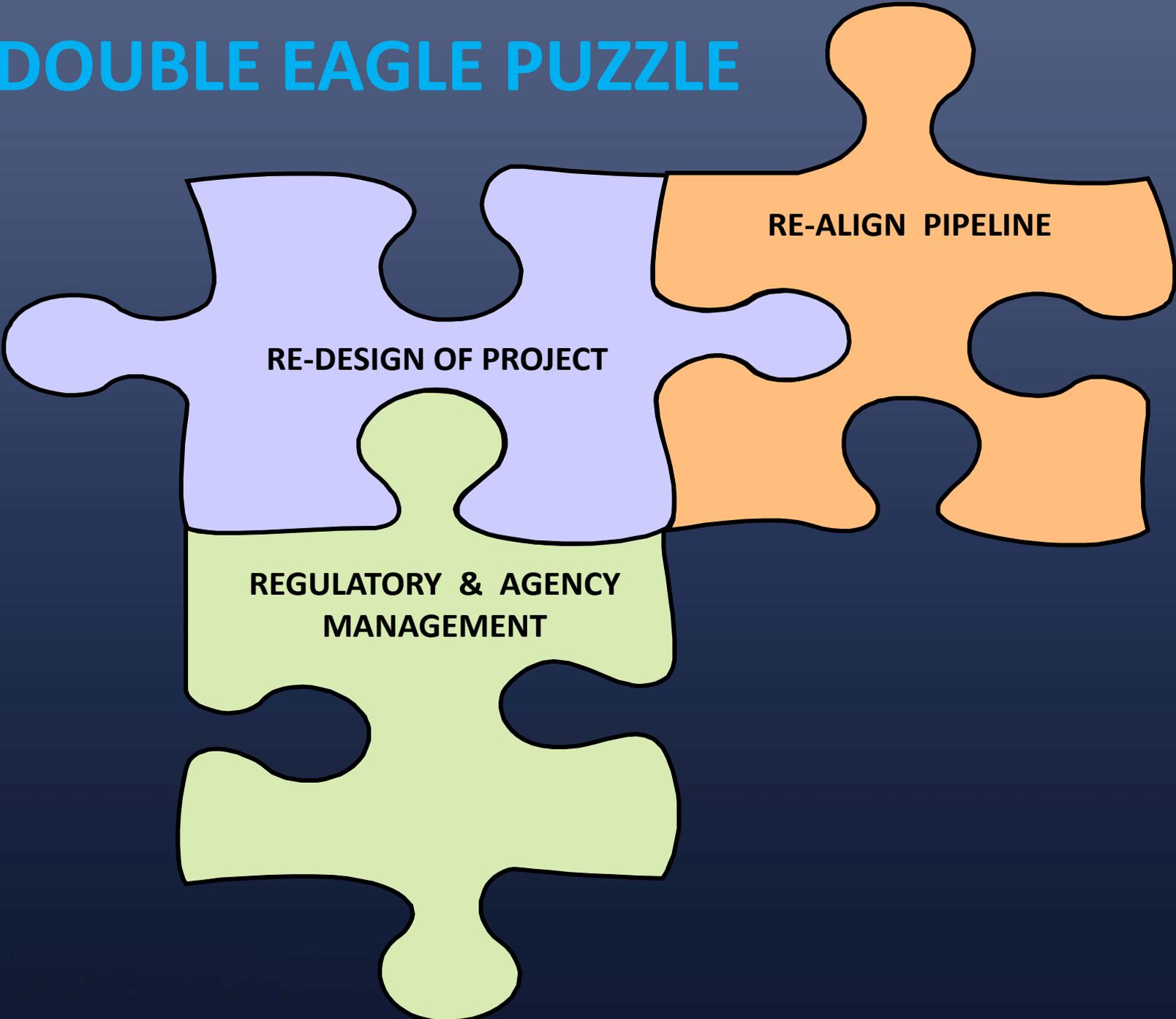
RE-ALIGN PIPELINE

RE-ALIGN PROJECT

- Cut 5 miles out of pipeline route.
- More Efficient Hydraulic Profile resulted in smaller pipeline needed.
- Shorter Pipe length will result in less O&M Cost.



DOUBLE EAGLE PUZZLE

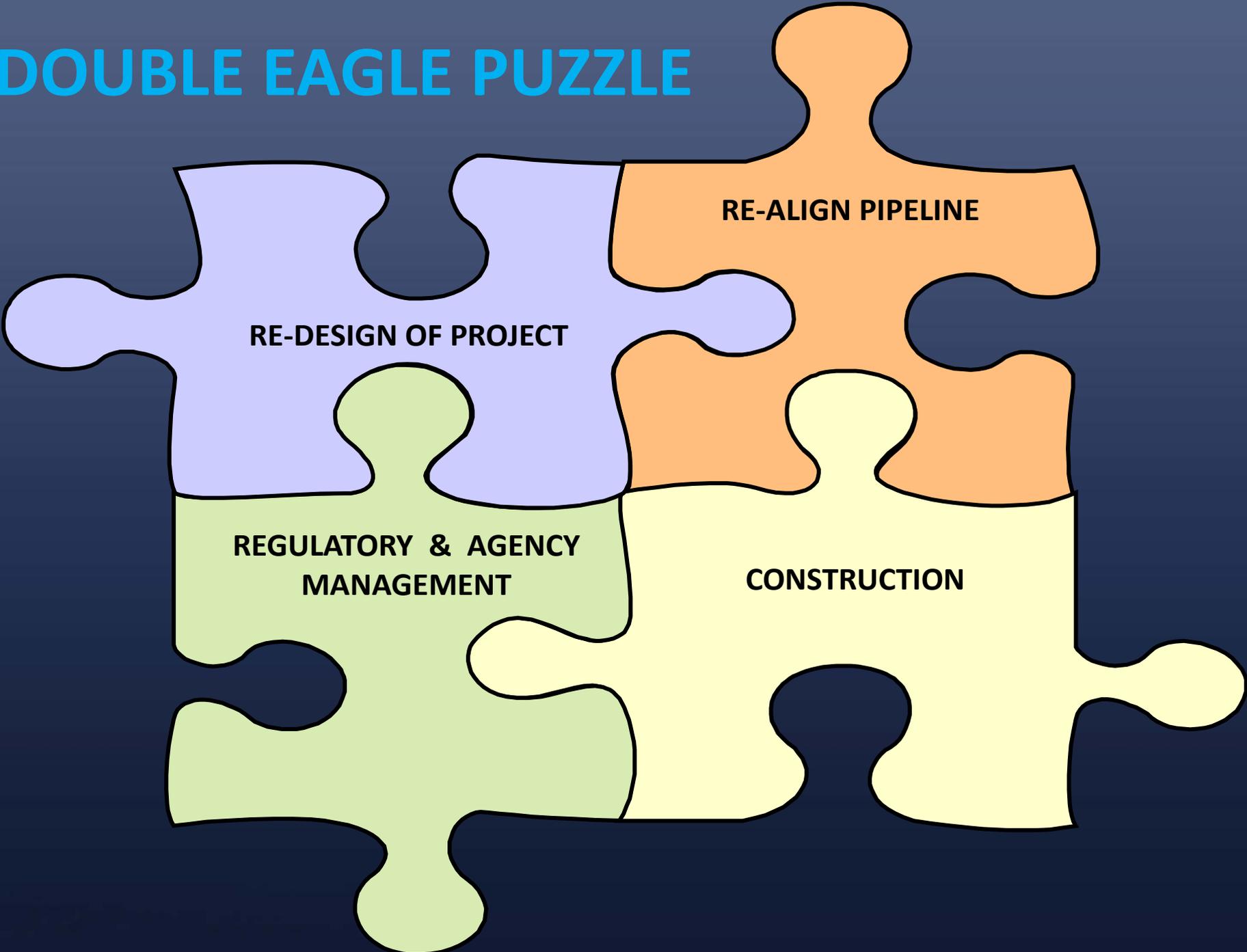


REGULATORY & AGENCY MANAGEMENT

- Co-Existed with Natural Environment
- BLM FONSI
- BNSF & NMDOT Permits
- WIPP Water Supply
- DOE Funding
- NMED Oversight
- NM State Land Office
- Lea County
- Private Property Owners



DOUBLE EAGLE PUZZLE



CONSTRUCTION

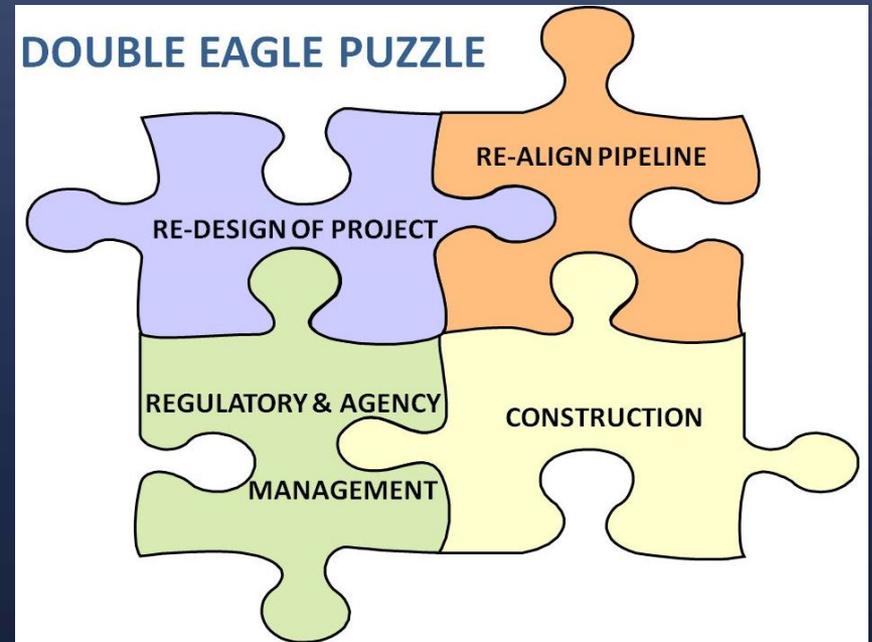
- Two Construction Projects to stay on schedule and keep work in New Mexico.
- RFP Selection Process that included qualifications of bidders.
- Environmental Sensitivity Through Construction.



SOLVING THE PUZZLE!

- ON TASK!
- ON TIME!
- UNDER BUDGET!!!

By Every Measure of Success, This Double Eagle Waterline Project was 100% Successful!



**LINKED MINUTES OF REGULAR MEETING OF THE CITY COUNCIL OF THE
CITY OF CARLSBAD, NEW MEXICO, HELD IN THE MUNICIPAL BUILDING
ON MARCH 22, 2016 AT 6:00 P.M.**

Present:	Dale Janway	Mayor
	Lisa A. Anaya Flores	Councilor
	Edward T. Rodriguez	Councilor
	Sandra K. Nunley	Councilor
	J. R. Doporto	Councilor
	Wesley A. Carter	Councilor
	Richard Doss	Councilor
Absent:	Jason Shirley	Councilor
	Janell E. Whitlock	Councilor
Also Present:	Steve McCutcheon	City Administrator
	Stephanie Shumsky	Deputy City Administrator
	Eileen P. Riordan	City Attorney
	Annette Barrick	City Clerk
	LaVelta Jenkins	City Treasurer
	Jeff Patterson	Planning, Eng., & Reg. Director
	Luis Camero	Public Works Utilities Director
	Thomas Carlson	Public Works Director
	Richard Lopez	Fire Chief
	Kent D. Waller	Police Chief
	Patsy Jackson-Christopher	Director of Arts & Culture
	Steve Hendley	Director of Parks & Recreation

Time Stamps and headings below correspond to recording of meeting and the recording is hereby made a part of the official record.

0:00:00 **Call Meeting to Order**

0:00:04 Invocation – Pledge of Allegiance

0:00:37 **Councilor Carter** introduced special guests from the 6th Grade Academy Student Council that were in attendance.

0:02:49 **Councilor Doss** added the 6th Grade Academy put on a great performance a few nights ago.

0:03:34 **Mr. Patterson** introduced Mr. Bob Garcia, the new Code Enforcement Supervisor. He added if there are any code enforcement complaints, questions, or concerns you may contact Mr. Garcia.

0:04:13 **Mayor Janway asked Mr. McCutcheon to explain Item D.3 Consider approval of Agreement between the City of Carlsbad and National Little League for League Services at the Bob Forrest Youth Sports Complex.**

Mr. McCutcheon explained there is an error in Item D.3, he said the Agreement between the City of Carlsbad and National Little League is for services at the National Little League Field as opposed to the Bob Forrest Youth Sports Complex.

0:04:40 **1. APPROVAL OF AGENDA**

0:04:43 **Motion**

The motion was made by Councilor Carter and seconded by Councilor Doporto to approve the Agenda as amended

0:04:47 **Vote**

The vote was as follows: Yes - Carter, Anaya Flores, Doporto, Doss, Nunley, Rodriguez; No - None; Absent- Shirley, Whitlock; The motion carried.

0:05:10 **2. CONSIDER APPROVAL OF RESOLUTION NO. 2016-16, A RESOLUTION MAKING CERTAIN BUDGETARY ADJUSTMENTS TO THE 2015-2016 FISCAL YEAR BUDGET (3RD QUARTER)**

Mrs. Jenkins reviewed the revenue and expenditures making certain Budgetary Adjustments to the 2015-2016 Fiscal Year Budget highlighting the General Fund, the Fire Protection Fund, the Lodgers' Tax Fund, the Solid Waste Fund, the Airport Improvement Fund, the Cemetery Fund, and the Water & Sewer Fund.

0:10:46 **Motion**

The motion was made by Councilor Nunley and seconded by Councilor Anaya Flores to approve Resolution No. 2016-16, a Resolution making certain Budgetary Adjustments to the 2015-2016 Fiscal Year Budget (3rd Quarter)

0:10:53 **Vote**

The vote was as follows: Yes - Carter, Anaya Flores, Doporto, Doss, Nunley, Rodriguez; No - None; Absent- Shirley, Whitlock; The motion carried.

0:11:09 **3. PRESENTATION OF THE JANUARY 2016 FINANCIAL REPORT**

Mrs. Jenkins reviewed the revenues and expenditures as of January 31, 2016 for the General Fund and selected Enterprise and Special Funds contained within the City Budget.

0:14:55 **4. CONSIDER APPROVAL OF THE CITY OF CARLSBAD, FY 2014-2015 ANNUAL AUDIT REPORT**

Mr. McCutcheon introduced Mr. Vogue with Strickler & Prieto, LLP to present the audit report.

Mr. Vogue said he would like to begin with the unmodified report issued on page 3. He reviewed the Emphasis of Matter. He said on page 5, the statement of position, the pension liability of over 30 million is now showing and was not presented before. He said the pension liability increases the City's liabilities and decreases the fund balance. He reviewed the findings on page 114. He gave a quick overview of the findings which included late audit reports that have been an ongoing problem for the last eight years; 2014-001 controls over financial reporting; 2015-001 bank reconciliations not being completed on a timely basis; State requirement of a fixed asset certification annually not complete, schedule of expenditure of federal awards not correct; 2014-007 encountered difficulty trying to tie out the grant expenses to the general ledger; last finding was 2014-009 grant management on expenses reported. He said there were 12 findings last year and 7 of the findings have been resolved and 5 have been repeated. He said a lot of progress has been made this year and the City is headed in the right direction.

0:22:03 **Motion**

The motion was made by Councilor Carter and seconded by Councilor Doporto to approve the City of Carlsbad, FY 2014-2015 Annual Audit Report

0:22:08 **Vote**

The vote was as follows: Yes - Carter, Anaya Flores, Doporto, Doss, Nunley, Rodriguez; No - None; Absent- Shirley, Whitlock; The motion carried.

0:22:21 **5. ROUTINE AND REGULAR BUSINESS**

- A. Minutes of the Organizational and Regular City Council Meeting held on March 8, 2016
- B. City Personnel Report
- C. Purchasing:
 - 1) Consider approval to Solicit Request for Bids for one (1), Diesel Powered Gator for use at Lake Carlsbad Golf Course
 - 2) Consider approval to Award RFP No. 2016-06, to Molzen Corbin for the Waterline Extension and Replacement pending the negotiation of a satisfactory contract
- D. Contracts and Agreements:
 - 1) Consider approval of Agreement between the City of Carlsbad and American Little League for League Services at the Bob Forrest Youth Sports Complex
 - 2) Consider approval of Agreement between the City of Carlsbad and Little Girls Softball League for League Services at the Bob Forrest Youth Sports Complex
 - 3) Consider approval of Agreement between the City of Carlsbad and National Little League for League Services at the Bob Forrest Youth Sports Complex
 - 4) Consider approval of Agreement between the City of Carlsbad and Shorthorn Little League for League Services at the Bob Forrest Youth Sports Complex
 - 5) Consider approval of Agreement between the City of Carlsbad and Becky Thompson for Concession Services at the Bob Forrest Youth Sports Complex

- 6) Consider approval of Agreement between the City of Carlsbad and EMSRx, LLC for the provision of Medical Director Services for the Carlsbad Fire and Police Departments
- 7) Consider approval of Agreement between the City of Carlsbad and the NM Department of Transportation, Aviation Division for the 3.125% of Grant CNM-16-04, for the Rehabilitation of Carlsbad Industrial Airport, Runway 8-26
- E. Monthly Reports:
 - 1) Arts and Culture Department Monthly Report, February, 2016
 - 2) Municipal Court Monthly Report, February, 2016
 - 3) Sports and Recreation Department Monthly Report, February 2016
 - 4) Utilities Department Monthly Report, February, 2016
- F. Board Appointments:
 - 1) San Jose Senior Recreation Center Advisory Board, Jackie Rayroux, 4-year term
- G. Set Date: April 26, 2016
 - 1) An Ordinance Rezoning Part of "I" Industrial District to "C-2" Commercial District for an approximately 0.5 acre property, located at 1314 S. Canal Street, Legally described as Tracts 27 & 28, NE ¼ of the SE ¼ of Section 7, Township 27 South, Range 27 East, pursuant to Section 3-21-1 et. seq. NMSA 1978 and Sections 56-150(B) and 56-140(I) Carlsbad Code of Ordinances

0:22:42 **Mayor Janway asked Mr. McCutcheon to give an overview of the Bob Forrest Youth Sports Complex contracts.**

Mr. McCutcheon said these are exactly the same contracts with the same terms and conditions that have been presented to Council in the past.

Councilor Doporto explained these agreements are huge for the kids, volunteers, and the parents. He said this is the fourth year to renew the contracts and the contracts have made a huge difference, with more focus on the youth and the greater good of the sports complex.

0:24:11 **Motion**

The motion was made by Councilor Doporto and seconded by Councilor Doss to approve Routine and Regular Business

Councilor Doss asked for an explanation of Item C.2 Consider approval to Award RFP No. 2016-60, to Molzen Corbin for the Waterline Extension and Replacement pending the negotiation of a satisfactory contract. **Mr. McCutcheon** explained this item was previously approved by Council. He said it is a Double Eagle Waterline extension and Molzen Corbin was the successful bidder on the design.

0:24:56 **Vote**

The vote was as follows: Yes - Carter, Anaya Flores, Doporto, Doss, Nunley, Rodriguez; No - None; Absent- Shirley, Whitlock; The motion carried.

0:25:19 **6. CONSIDER APPROVAL TO RENEW A BUSINESS LICENSE FOR COURTESY SPORTING AND PAWN IN ACCORDANCE WITH CITY CODE OF ORDINANCES, CHAPTER 28, ARTICLE II, SEC. 41-48 AND ARTICLE V, SEC. 136-41**

Mr. McCutcheon explained this is an annual renewal of Courtesy Sporting and Pawns Business License. He said they have been a satisfactory vendor and have worked well with the City and with the requirements of the Ordinance.

0:25:56 **Motion**

The motion was made by Councilor Doss and seconded by Councilor Rodriguez to approve the renewal of a Business License for Courtesy Sporting and Pawn in accordance with City Code of Ordinances, Chapter 28, Article II, Sec. 41-48 and Article V, Sec. 136-41

0:26:00 **Vote**

The vote was as follows: Yes - Carter, Anaya Flores, Doporto, Doss, Nunley, Rodriguez; No - None; Absent- Shirley, Whitlock; The motion carried.

0:26:17 **7. CONSIDER APPROVAL OF BUSINESS LICENSE REQUEST BY THE HEIGHTS LIONS CLUB FOR A CARNIVAL AT 300 AND 301 DIAZ STREET (RAY ANAYA SAN JOSE PLAZA & PARK), PURSUANT TO CARLSBAD CODE OF ORDINANCES, CHAPTER 28, AND ARTICLE II**

Mr. Bill Derringer said this is the 24th year the Lions Club has had the carnival. He explained the carnival is an excellent fundraiser for the Lions Club. He explained all of the money raised goes back into the community. He said San Jose has been a really good location for the carnival and added last year was a record year with \$24,000 that went back into the community. He said there was a small issue with vehicles that used the parking during the day. He said the carnival operator asked if a sign could be placed in the parking area asking for no parking while the carnival is being set up and through June 5, 2016.

Councilor Doss asked what date is planned for the carnival. **Mr. Derringer** said the first week of June, it will be June 1 through June 5, 2016.

Ms. Riordan said it is her understanding that the parking is a WIPP transportation point and does not believe it will be a problem to reserve the parking lot. **Mr. McCutcheon** added that he, the Mayor, and Mr. Carlson have been working with WIPP on the miners' parking lot and hopefully that could be an alternate site. **Mr. Derringer** said the Lions Club will post a sign a week in advance to notify those using the lot with the dates the lot will be needed.

Chief Waller added everything went well last year and he has no concerns.

0:29:53 **Motion**

The motion was made by Councilor Doss and seconded by Councilor Rodriguez to approve Business License Request by the Height Lions Club, for a Carnival at 300 and 301 Diaz Street (Ray Anaya San Jose Plaza & Park), pursuant to Carlsbad Code of Ordinances, Chapter 28, and Article II

0:30:00 **Vote**

The vote was as follows: Yes - Carter, Anaya Flores, Doporto, Doss, Nunley, Rodriguez; No - None; Absent- Shirley, Whitlock; The motion carried.

0:30:28 **8. CONSIDER APPEAL OF FLOODPLAIN MANAGER'S DENIAL OF A FLOODPLAIN DEVELOPMENT PERMIT AND REQUEST FOR A VARIANCE FROM THE CITY'S FLOOD DAMAGE PREVENTION ORDINANCE, SECTION 8-132(1), FOR PROPERTY LOCATED AT 204 W. RIVERSIDE DRIVE AND LOCATED IN FLOODPLAIN ZONE AE; OWNERS: RAY & HERMINIA PETERS**

Ms. Goad said the applicant is asking for a variance to build a home on Riverside Drive. She added the last appeal that Council passed was just slightly under the variance request for this evening.

Councilor Doss asked what level this property is at in relationship to the required level.

Ms. Goad explained the base flood elevation is 3115 feet above sea level and the applicant is requesting to come from a point on his lot that lies at 3112.9 and come up .79 feet which will put the property at 3113.69 feet and will give the property a variance of 2.81 feet. She said she has visited with the surveyor and Mr. Peters has had an elevation certificate completed.

Councilor Doss said he assumes there will be a fence along the back of the property and provide a barrier to the river. **Ms. Goad** said she believes there already is on the upstream side. **Mr. Peters** said there is a fence on the west side of the property. He said he would like to build about 2 1/2 feet lower then flood plain level. He said a lot of the houses in the area are 5 feet below level.

Councilor Doss thanked Mr. Peters for everything he has built around town and said he has done a really fine job. **Mr. Peters** thanked him and said he takes a lot of pride in his work.

0:33:51 **Motion**

The motion was made by Councilor Doss and seconded by Councilor Rodriguez to approve appeal of Floodplain Manager's denial of a Floodplain Development Permit and request for a variance from the City's Flood Damage Prevention Ordinance, Section 8-132(I), for property located at 204 W. Riverside Drive and located in Floodplain Zone AE; Owners: Ray & Herminia Peters

0:34:04 **Vote**

The vote was as follows: Yes - Carter, Anaya Flores, Doporto, Doss, Nunley, Rodriguez;
No - None; Absent- Shirley, Whitlock; The motion carried.

0:34:18 **9. CONSIDER APPROVAL OF RESOLUTION NO. 2016-17, A
RESOLUTION SUPPORTING THE SUBMITTAL OF A 2016 APPLICATION FOR
MUNICIPAL ARTERIAL PROJECTS (MAP) GRANT FUNDING ADMINISTERED
BY NM DEPARTMENT OF TRANSPORTATION FOR THE RECONSTRUCTION
OF SAN JOSE BOULEVARD**

0:34:38 **Mr. McCutcheon** explained that Item No. 9, 10, and 11 are Resolutions accepting grant funding by the Department of Transportation for projects. He added each of the items will be voted on separately. He said these grants are a result of Representative Browns work on behalf of the City in the 2015 session of the Legislature. He said each of these projects represent funds to the City of Carlsbad for building and maintaining the City's infrastructure.

0:35:29 **Motion**

The motion was made by Councilor Anaya Flores and seconded by Councilor Carter to approve Resolution No. 2016-17, a Resolution supporting the submittal of a 2016 Application for Municipal Arterial Projects (MAP) Grant Funding Administered by NM Department of Transportation for the Reconstruction of San Jose Boulevard

0:35:34 **Vote**

The vote was as follows: Yes - Carter, Anaya Flores, Doporto, Doss, Nunley, Rodriguez;
No - None; Absent- Shirley, Whitlock; The motion carried.

0:35:52 **10. CONSIDER APPROVAL OF RESOLUTION NO. 2016-18, A
RESOLUTION SUPPORTING THE PARTICIPATION IN THE 2015 CAPITAL
OUTLAY PROGRAM ADMINISTERED BY NM DEPARTMENT OF FINANCE
AUTHORITY FOR GRANT FUNDING FOR PLAN, DESIGN, AND
CONSTRUCTION IMPROVEMENTS TO OLD CAVERN HIGHWAY**

0:36:12 **Motion**

The motion was made by Councilor Nunley and seconded by Councilor Anaya Flores to approve Resolution No. 2016-18, a Resolution supporting the participation in the 2015 Capital Outlay Program Administered by NM Department of Finance Authority for Grant Funding for plan, design, and construction improvements to Old Cavern Highway

0:36:17 **Vote**

The vote was as follows: Yes - Carter, Anaya Flores, Doporto, Doss, Nunley, Rodriguez;
No - None; Absent- Shirley, Whitlock; The motion carried.

0:36:27 **11. CONSIDER APPROVAL OF RESOLUTION NO. 2016-19, A RESOLUTION SUPPORTING THE PARTICIPATION IN THE 2015 CAPITAL OUTLAY PROGRAM ADMINISTERED BY NM DEPARTMENT OF FINANCE AUTHORITY FOR GRANT FUNDING FOR PLAN, DESIGN, AND CONSTRUCTION IMPROVEMENTS TO LIGON ROAD**

0:36:45 **Motion**

The motion was made by Councilor Nunley and seconded by Councilor Anaya Flores to approve Resolution No. 2016-19, a Resolution supporting the participation in the 2015 Capital Outlay Program Administered by NM Department of Finance Authority for Grant Funding for plan, design, and construction improvements to Ligon Road

0:36:52 **Vote**

The vote was as follows: Yes - Carter, Anaya Flores, Doporto, Doss, Nunley, Rodriguez; No - None; Absent- Shirley, Whitlock; The motion carried.

0:37:14 **12. CONSIDER APPROVAL OF ORDINANCE NO. 2016-11, AN ORDINANCE REZONING PART OF "R-2" RESIDENTIAL DISTRICT TO "C-2" COMMERCIAL DISTRICT FOR AN APPROXIMATELY 0.632 ACRE PROPERTY, LOCATED AT 814 N. CANAL STREET, LEGALLY DESCRIBED AS LOT 13, BLOCK 108, NORTH CARLSBAD SUBDIVISION, PURSUANT TO SECTION 3-21-1 ET. SEQ., NMSA 1978 AND SECTIONS 56-150(B) AND 56-140(I), CARLSBAD CODE OF ORDINANCES; APPLICANT: MICHAEL MCQUEEN**

0:38:00 **A. Public Hearing**

Mr. Patterson explained this property is directly north of Albertsons. He said the western half of the property is zoned "C-2" and the eastern half is zoned "R-2". He explained the applicant is asking that the eastern half be rezoned to "C-2". He added the change will not create a spot zone and said most of the zoning along Canal Street is "C-2" Commercial. He said the Planning Department and the Planning and Zoning Commission recommend approval for the request.

0:38:54 **Mayor Janway asked if anyone would like to speak regarding this issue. No one appeared and the Mayor declared the public hearing closed and reconvened the Council in regular session.**

0:39:13 **B. Consider Ordinance No. 2016-11**

0:39:19 **Motion**

The motion was made by Councilor Carter and seconded by Councilor Doporto to approve Ordinance No. 2016-11, an Ordinance rezoning part of "R-2" Residential District to "C-2" Commercial District for an approximately 0.632 acre property, located at 814 N. Canal Street, Legally described as Lot 13, Block 108, North Carlsbad

Subdivision, pursuant to Section 3-21-1 et.seq., NMSA 1978 and Sections 56-150(B) and 56-140 (I), Carlsbad Code of Ordinances; Applicant: Michael McQueen

0:39:23 **Vote**

The vote was as follows: Yes - Carter, Anaya Flores, Doporto, Doss, Nunley, Rodriguez;
No - None; Absent- Shirley, Whitlock; The motion carried.

0:39:37 **13. COUNCIL COMMITTEE REPORTS**

None to report.

0:39:57 **14. ADJOURN**

0:39:58 **Motion**

The motion was made by Councilor Anaya Flores and seconded by Councilor Doporto to Adjourn

Councilor Doporto congratulated Councilor Nunley on her last bus ride.

0:40:19 **Vote**

The vote was as follows: Yes - Carter, Anaya Flores, Doporto, Doss, Nunley, Rodriguez;
No - None; Absent- Shirley, Whitlock; The motion carried.

0:40:42 **Adjourn**

There being no further business, the meeting was adjourned at 6:41 p.m.

Mayor

ATTEST:

City Clerk

CITY OF CARLSBAD
PERSONNEL REPORT
April 12, 2016

APPOINTMENTS:

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
Brad Alpers	04/18/16	Facility Maintenance	Aquatic Park Manager
Jennifer Campbell	04/18/16	Police	Telecommunicator
Joseph Florez	04/18/16	WW Collections	Waste Water Operator, Apprentice
Leonardo Morales	04/18/16	WW Collections	Waste Water Operator, Apprentice
Rebecca Nores	04/18/16	Finance	Receptionist, P/T
Ricardo Rodriguez	04/18/16	Police	Animal Control Officer
Sammy Saiz	04/18/16	Golf Course	Caretaker

TERMINATIONS:

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>	<u>REASON</u>
Martin Calderon	03/31/16	Facility Maintenance	Facility Maintenance	Retired
Noble Ross Emison	03/18/16	Electrical	Journeyman Wireman	Resigned

INTERNAL TRANSFERS AND PROMOTIONS:

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
Michelle Granger	03/28/16	Police	Community Service Officer

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Steve McCutcheon, City Administrator

TO: The Honorable Mayor Dale Janway & Members of the City Council

FROM: Steve Hendley, Director of Sports and Recreation ~~et al~~

SUBJECT: Recommendation for Employment

DATE: April 5th, 2016

The Following applicant has met all pre-employment requirements and is hereby recommended for employment with the City of Carlsbad subject to pre-hire medical examination:

General Information:

Name: Brad Alpers Classification/Position: Aquatic Park Manager
Department: Facility Maintenance

- | | | |
|--|---|---|
| <input type="checkbox"/> Regular | <input checked="" type="checkbox"/> Full-time | <input type="checkbox"/> Hourly \$ _____ per hour |
| <input checked="" type="checkbox"/> Seasonal | <input type="checkbox"/> Part-time | <input checked="" type="checkbox"/> Salary \$ <u>28.55</u> per hour |
| <input type="checkbox"/> Temporary | <input type="checkbox"/> On call | |

Education Level:

- | | |
|--|---|
| <input type="checkbox"/> High School Diploma | <input type="checkbox"/> GED or equivalent |
| <input type="checkbox"/> Associates Degree | _____ |
| <input checked="" type="checkbox"/> Bachelors Degree | <u>Political Science at Eastern New Mexico University</u> |
| <input checked="" type="checkbox"/> Masters Degree | <u>Curriculum and Instruction New Mexico State University</u> |
| <input type="checkbox"/> Other | _____ |

Employment:

Present or last Employer: Carlsbad Public Schools
From 1989 to 2013 Classification: Jr High Science And History Teacher
Duties: Teach middle school students

Related Experience: Oversaw the operation of the Cahoon Park pool in Roswell, NM

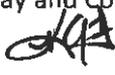
Comment: Mr. Alpers would seem to be an excellent choice for this position due to his background in dealing with children and their parents as a school teacher, as well as his experience in actually running the day to day operations of a public pool.

CITY OF CARLSBAD
RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Steve McCutcheon, City Administrator

TO: The Honorable Mayor Dale Janway and Council Members

FROM: D. Kent Waller, Chief of Police 

SUBJECT: Recommendation for Employment

DATE: April 6, 2016

The following applicant has met all pre-employment requirements and is hereby recommended for employment with the City of Carlsbad subject to a pre-hire medical examination.

General Information:

Name: Jennifer Campbell

Classification/ Position: Uncertified Telecommunicator

Department: Police

Regular Full-Time Hourly \$ 22.26 per hour
 Seasonal Part-Time Salary \$ _____ per annum
 Temporary On Call

Education Level:

High School Diploma GED or Equivalent

Associates Degree

Bachelors Degree Criminal Justice

Masters Degree Applied Behavioral Analysis

Other: _____

Employment:

Present or Last Employer: Payless Shoes

From: 3/2016 to 3/2016

Classification: Sales Associate

Duties: Customer service and store upkeep.

Related Experience: Previous telecommunicator experience with Regional Eddy County Dispatch Authority and Carlsbad Police Department.

Comments: Currently uncertified.

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Steven McCutcheon, City Administrator

TO: The Honorable Mayor Dale Janway & Members of the City Council
FROM: Mike Hernandez, ^{MA} Deputy Director of Utilities & Wesley Nichols, ^{WN} Collections Superintendent
SUBJECT: Recommendation for Employment
DATE: March 17, 2016

The Following applicant has met all pre-employment requirements and is hereby recommended for employment with the City of Carlsbad subject to pre-hire medical examination:

General Information:

Name: Joseph A. Florez Classification/Position: Waste Water Operator Apprentice
Department: Collections

Regular Full-time Hourly \$ 15.59 per hour
 Seasonal Part-time Salary \$ _____ per hour
 Temporary On call

Education Level:

High School Diploma GED or equivalent
 Associates Degree _____
 Bachelors Degree _____
 Masters Degree _____
 Other _____

Employment:

Present or last Employer: City of Aurora Water
From July 2008 to Present Classification: Maintenance Mechanic
Duties: Clean sewer lines with vaccon, dig and repair sewer lines, assisted with TV of sewer lines, and responsible of cleaning crew.

Related Experience: Waste Water Collection II

Comment: Applicant has his CDL-A

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Steven McCutcheon, City Administrator

TO: The Honorable Mayor Dale Janway & Members of the City Council
FROM: Mike Hernandez, ^{MH} Deputy Director of Utilities & Wesley Nichols, ^{wn} Collections Superintendent
SUBJECT: Recommendation for Employment
DATE: March 17, 2016

The Following applicant has met all pre-employment requirements and is hereby recommended for employment with the City of Carlsbad subject to pre-hire medical examination:

General Information:

Name: Leonardo (Leo) Morales Classification/Position: Waste Water Operator Apprentice
Department: Collections

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Regular | <input checked="" type="checkbox"/> Full-time | <input checked="" type="checkbox"/> Hourly \$ <u>15.59</u> per hour |
| <input type="checkbox"/> Seasonal | <input type="checkbox"/> Part-time | <input type="checkbox"/> Salary \$ _____ per hour |
| <input type="checkbox"/> Temporary | <input type="checkbox"/> On call | |

Education Level:

- | | |
|---|--|
| <input checked="" type="checkbox"/> High School Diploma | <input type="checkbox"/> GED or equivalent |
| <input type="checkbox"/> Associates Degree _____ | |
| <input type="checkbox"/> Bachelors Degree _____ | |
| <input type="checkbox"/> Masters Degree _____ | |
| <input type="checkbox"/> Other _____ | |

Employment:

Present or last Employer: Constructors Inc.
From January 2006 to January 2016 Classification: Foreman of Utilities
Duties: Installation of new sewer line, sewer line repairs, installation of men holes, sewer services, installation of lift station, sewer pressure test and sewer tie in's.

Related Experience: NPDES Storm Water Pollution Plan certified, Excavation, Trenching, competent person, first aid and CPR certified.

Comment: _____

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Steve McCutcheon, City Administrator

TO: The Honorable Mayor Dale Janway & Members of the City Council

FROM: LaVelta Jenkins City Treasurer (initials)

SUBJECT: Recommendation for Employment

DATE: 04/05/16

The following applicant has met all pre-employment requirements and is hereby recommended for employment with the City of Carlsbad subject to a pre-hire medical examination:

General Information:

Name: Rebecca Nores Classification/Position: Receptionist PT
Department: Finance

- Regular, Seasonal, Temporary, Full-time, Part-time, On call, Hourly \$15.04 per hour, Salary per annum

Education Level:

- High School Diploma, GED or equivalent, Associates Degree, Bachelors Degree, Masters Degree, Other

Employment:

Present or last Employer: Carlsbad Department of Development
From 06/2014 to 12/2015 Classification: Office Assistant
Duties: Answering phones, mail distribution, scanning, basic office duties

Related Experience: Ms. Nores has previous office experience and is bilingual.

Comments: With her previous experience, Ms. Nores will be an excellent addition to the Finance Department.

CITY OF CARLSBAD
RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Steve McCutcheon, City Administrator

TO: The Honorable Mayor Dale Janway and Council Members

FROM: D. Kent Waller, Chief of Police



SUBJECT: Recommendation for Employment

DATE: April 6, 2016

The following applicant has met all pre-employment requirements and is hereby recommended for employment with the City of Carlsbad subject to a pre-hire medical examination.

General Information:

Name: Ricardo Rodriguez

Classification/ Position: Animal Control 1

Department: Police

Regular

Full-Time

Hourly \$ 14.45 per hour

Seasonal

Part-Time

Salary \$ _____ per annum

Temporary

On Call

Education Level:

High School Diploma

GED or Equivalent

Associates Degree _____

Bachelors Degree _____

Masters Degree _____

Other: _____

Employment:

Present or Last Employer: BTI Services

From: 5/2013 to 3/2016

Classification: Dispatch

Duties: Take and dispatch orders, create and bill tickets. Shop upkeep.

Related Experience: None

Comments:

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Steve McCutcheon, City Administrator

TO: The Honorable Mayor Dale Janway & Members of the City Council

FROM: Kyle Boatman, Golf Course Superintendent *KBSH*

SUBJECT: Recommendation for Employment

DATE: April 5th, 2016

The following applicant has met all pre-employment requirements and is hereby recommended for employment with the City of Carlsbad subject to a pre-hire medical examination:

General Information:

Name: Sammy Saiz Classification/Position: Caretaker

Department: Golf

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Regular | <input checked="" type="checkbox"/> Full-time | <input checked="" type="checkbox"/> Hourly \$ <u>16.53</u> per hour |
| <input type="checkbox"/> Seasonal | <input type="checkbox"/> Part-time | <input type="checkbox"/> Salary \$ _____ per annum |
| <input type="checkbox"/> Temporary | <input type="checkbox"/> On call | |

Education Level:

- | | | |
|--|--|---|
| <input type="checkbox"/> Associates Degree | <input type="checkbox"/> High School Diploma | <input checked="" type="checkbox"/> GED or equivalent |
| <input type="checkbox"/> Bachelors Degree | _____ | _____ |
| <input type="checkbox"/> Masters Degree | _____ | _____ |
| <input type="checkbox"/> Other | _____ | _____ |

Employment:

Present or last Employer: KO Construction

From Jun-15 to Present Classification: Pressure Washer

Duties: Wash well heads and containments

Related Experience: _____

Comments: _____

CITY OF CARLSBAD

**AGENDA BRIEFING MEMORANDUM
PURCHASING RECOMMENDATION**

Council Meeting Date: 4/12/16

Department: City General Fund	BY: Matt Fletcher, Purchasing Mgr.	Date: 4/6/16
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SUBJECT: Services
Description:
Concession Services for Port Jefferson located at the Carlsbad Beach Area

SYNOPSIS:

Qty _____	Total Est. Cost _____	Total Actual Cost _____
Budgeted No _____	Est. City Share _____	Actual City Share _____
Account # _____	_____	_____
Account # _____	_____	_____
Account # _____	_____	_____
Account # _____	_____	_____
TOTAL _____		\$ 0.00

BACKGROUND, JUSTIFICATION AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)

The City is requesting permission to solicit proposals for concession services for Port Jefferson located at the Carlsbad beach area.

The current contract will expire on June 30, 2016 and a new agreement will need to be in place beginning July 1, 2016.

The City collects rent from the contractor providing this service and does not pay the contractor for providing these services.

Requested action to be taken by Council: Advertise Invitation for Request for Proposal	Council Action Taken: Select one	Date:
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Reviewed by City Administrator: /s/ Steve McCutcheon 4-7-2016

POST BID/RFP RECOMMENDATION	Council Meeting Date:
------------------------------------	------------------------------

Requested action to be taken by Council: Select one	Council Action Taken: Select one	Date:
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ADDITIONAL INFORMATION:
The City requested permission to solicit proposals for Concession Services at Port Jefferson beginning July 1, 2016.

Reviewed by City Administrator:

ATTACHMENT(S): Specifications Bid/RFP Summary Other: _____

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM
PURCHASING RECOMMENDATION

Council Meeting Date: 4/12/16

Department: Public Works Garage	BY: Matt Fletcher, Purchasing Mgr.	Date: 3/30/16
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SUBJECT: Equipment and Services
Description:
Fleet Maintenance Software for Public Works and PFA Garage

SYNOPSIS: Qty <u>1</u>	Total Est. Cost <u>\$ 50,000.00</u>	Total Actual Cost <u>\$ 47,396.00</u>
Budgeted Yes	Est. City Share <u>\$ 50,000.00</u>	Actual City Share <u>\$ 47,396.00</u>
Account # _____	<u>\$ 50,000.00</u>	
Account # _____		
Account # _____		
Account # _____		
TOTAL		<u>\$ 50,000.00</u>

BACKGROUND, JUSTIFICATION AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)

The City solicited formal sealed proposals for the provision of a fleet maintenance software program to replace the current software that has become obsolete and non-functional.

A total of 6 firms submitted proposals. The proposals were evaluated by an evaluation committee and Dossier Systems Inc. was selected as the awardee. The cost of the software including implementation will be \$47,396. The purchase is within the budgeted amount.

Requested action to be taken by Council: Select one	Council Action Taken: Select one	Date:
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Reviewed by City Administrator:

POST BID/RFP RECOMMENDATION	Council Meeting Date:
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Requested action to be taken by Council: Award RFP Number 2016-07	Council Action Taken: Select one	Date:
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ADDITIONAL INFORMATION:
The City recommends awarding RFP 2016-07 to Dossier Systems Inc., in the amount of \$47,396.

Reviewed by City Administrator: /s/ Steve McCutcheon 4-7-2016

ATTACHMENT(S): Specifications Bid/RFP Summary Other: _____

RFP # 2016-07

Evaluation Criteria
Fleet Maintenance Software

Scoring Criteria	1	2	3	4	5	6	
	Organization and Staff Experience	Organization Capabilities	History, Longevity Financial Stability	Quality of Support and Demo Version	Start to Completion Date	Total Cost of Software Solution	Total Score
FIRM NAME	20 Points	25 Points	15 Points	10 Points	20 Points	10 Points	100 points
TEAMGlobal Inc.	8	9.8	11.4	4.8	10.4	\$ 49,000.00 6.44	51.04
Dossier Systems Inc.	19.60	22.60	14.60	8.60	16.40	\$ 47,396.00 6.66	88.46
AssetWorks LLC	16.40	15.60	12.40	5.20	10.60	\$ 77,388.00 4.08	64.28
Ron Turley Associates	17.00	14.00	13.00	6.00	6.60	\$ 31,575.00 10.00	66.60
Chevin Fleet Solutions LLC	10.80	13.60	10.40	6.60	6.20	\$ 162,700.00 1.94	49.54
FASTER Asset Solutions	18.60	21.60	13.60	7.20	12.20	\$ 136,075.00 2.32	75.52

** Any applicable Resident Business or Resident Veterans Preferences will be applied to the total score. The value will be worth 5% of the total score (5 points)

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM
PURCHASING RECOMMENDATION

Council Meeting Date: 04/12/16

Department: Parks	BY: Luis Renteria, Parks Superintendent	Date: 03/30/16
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SUBJECT: Equipment
Description:
John Deere 4x2 Gator

SYNOPSIS:	Qty <u>1</u>	Total Est. Cost	<u>\$ 2,554.20</u>	Total Actual Cost	<u>\$ 2,554.20</u>
	Budgeted Yes	Est. City Share	<u>\$ 2,554.20</u>	Actual City Share	<u>\$ 2,554.20</u>
	Account # <u>01-0070-60040</u>		<u>\$ 223,879.00</u>		
	Account # _____		_____		
	Account # _____		_____		
	Account # _____		_____		
		TOTAL	<u>\$ 223,879.00</u>		

BACKGROUND, JUSTIFICATION AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)
The parks department is requesting a four (4) year lease from John Deere Credit for one (1) Gator utility vehicle. Attached are the supporting documents for your consideration. The sample lease schedule reflects a monthly payment of \$212.85. This payment includes property tax, sales tax, and extended warranty through Austin Turf & Tractor, the authorized John Deere dealer for this area. Budget for this lease has been approved by the governing body. An original master lease with the serial numbers for the equipment will be sent to the parks department for signature from the city administrator after approval from the governing body.

Requested action to be taken by Council: Other: Approve a Four (4) year lease contract.	Council Action Taken: Select one	Date:
--	--	--------------

Reviewed by City Administrator: /s/ Steve McCutcheon 4-7-2016

POST BID/RFP RECOMMENDATION Council Meeting Date:

Requested action to be taken by Council: Select one	Council Action Taken: Select one	Date:
---	--	--------------

ADDITIONAL INFORMATION:

Reviewed by City Administrator:

ATTACHMENT(S): Specifications Bid/RFP Summary Other: Sample lease schedule documents.



JOHN DEERE FINANCIAL

Lease Schedule

Lease Schedule No.	020-0052819-046
Master Lease Agreement No.	0052819

Lessee: (Name & Address)	CITY OF CARLSBAD 101 N HALAGUENO ST., , CARLSBAD, NM 88220-4943
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment	Purchase Option Price
05/15/2016	05/15/2020	48	\$191.90	\$14.96	\$212.85	\$1448.57

*If part of the regular scheduled lease payment

RENEWAL TERM

Renewal Term Start Date	Renewal Term End Date	# Of Payments	Renewal Lease Payment Amount	Sales/Use Tax	Total Renewal Lease Payment	Purchase Option Price

PAYMENT TERMS

PAYMENT DUE AT SIGNING

Due Date	1 st Payment Due Date	Discount Rate	Advance Lease Payment**	\$212.85
15	05/15/2016	Internal Rate of Return minus 2 percent (2%)	Origination Fee	\$0.00
Billing Period	Irregular Payments		Security Deposit	\$0.00
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Irregular			Total Due At Signing	\$ 0.00
			**Advance Lease Payment includes the first (1) and last (0) Lease Payment(s)	

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Hourly Charges. You certify that the hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each hour in excess of the Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

Purchase Option. You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default; and (2) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

Renewal Term. If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. You agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

Lease Schedule – Equipment List

Supplier <small>(Name & Address)</small>		2ND AUSTIN TURF & TRACTOR 809 STEVE HAWKINS PKWY, MARBLE FALLS, TX 78654							
EQUIPMENT INFORMATION									
Year	Make	Model	Equipment Description	Serial Number	Hour Meter	Hour Limit	Excess Hour Charge	Payment	Purchase Option
2016	JD	TX 4X2	TX 4X2 GATOR WIEDENMAN BROTHER AP-JG0 CANOPY KIT	TBD	0	600/YR	\$15.00/HR	\$191.90	\$1,448.57
Equipment Location		901 MUSCATEL AVE, CARLSBAD, NM, 88220-9287			OUTSIDE city limits: <input type="checkbox"/>			EDDY COUNTY	
BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.									
LESSEE CITY OF CARLSBAD 101 N HALAGUENO ST CARLSBAD, NM 88220-4943 By: _____ SAMPLE DOCS - DO NOT SIGN, Date: _____					LESSOR DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600 By: _____ Date: _____				

DRAFT



JOHN DEERE FINANCIAL

Equipment Return Provisions

Lease Schedule No.	020-0052819-046
Master Lease Agreement No.	0052819

Lessee: (Name & Address)	CITY OF CARLSBAD 101 N HALAGUENO ST., CARLSBAD, NM 88220-4943
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

The following Equipment Return Provisions are hereby incorporated into and made a part of the above referenced Master Lease Agreement (the "Master Agreement"), and entered into between Deere Credit, Inc., as Lessor ("us", "we" or "our"), and CITY OF CARLSBAD, as Lessee ("you" or "your"). Pursuant to Section 9 of the Master Lease Agreement, all Equipment must be returned to us in satisfactory condition. Unsatisfactory condition shall include any condition described in Sections 1 through 4 below ("Excessive Wear and Tear").

1. **Mechanical.**
 - A. Computer systems or safety and emission control equipment not in proper working order.
 - B. Mechanical components that are missing, broken or unsafe or that do not operate normally, other than normal tune-ups, given the age of the equipment.
 - C. Wear on power train assembly that exceeds manufacturer's then current standards for normal wear and tear.
 - D. Any air filters not within manufacturer's specifications.
 - E. Any gauges or fluid indicators that are damaged or do not function, the electrical system fails to operate properly, the battery fails to hold a charge or any wire harnesses that are not tied down and kept secured, dry and clean.
 - F. Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis). Equipment not serviced according to the manufacturer's operating manual.
 - G. Any lubricant, water or A/C seal leaks.
2. **Exterior.**
 - A. Dents larger than 2 inches in diameter.
 - B. Excessive number of dents or scratches.
 - C. Any scratch 8" or longer that reaches the metal skin.
 - D. Any single chip the size of a quarter or larger or multiple small chips within one square foot.
 - E. Substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint and require repainting at a cost in excess of \$200.
 - F. Rust holes in the body metal or a rust spot that covers more than a 4-inch square area.
 - G. Any glass that must be replaced due to cracks or missing glass and any windshield damages greater than \$50 in amount.
 - H. All frame damage and substandard frame repairs.
 - I. Any tires or tracks that (a) have broken side walls or excessive cuts or damages, or (b) have less than 50% of the original useful life remaining, or (c) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.
3. **Cab/Operator Platform.**
 - A. Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning.
 - B. Unclean condition of operator environment.
 - C. Holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.
4. **General.**
 - A. Equipment not operated or maintained in accordance with the manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used.
 - B. Any other damage that in the aggregate costs \$250 or more to repair or that makes the Equipment unlawful or unsafe to operate.
5. **Other.**
 - A. All warranty and PIP work must be completed prior to the Lease Term End Date of the Lease Schedule relating to the Equipment.
 - B. The Equipment must be cleaned prior to its return.
6. **Hour Meter.** For each item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to \$1,000. You agree that the hour meter included with the Equipment is conclusive of the number of hours of Equipment use.
7. **Invoices for Excess Wear And Tear.** Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, either (i) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition, and/or (ii) accept an invoice from us and remit to us an amount equal to our estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (2) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent (50%). For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within ten (10) days of demand shall constitute a default by you under the terms of the Lease.

LESSEE	CITY OF CARLSBAD 101 N HALAGUENO ST CARLSBAD, NM 88220-4943
By:	_____
	SAMPLE DOCS - DO NOT SIGN,
Date:	_____

LESSOR	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____	
Date: _____	



**JOHN DEERE
FINANCIAL**

Delivery and Acknowledgment

Lease Schedule No.	020-0052819-046
Master Lease Agreement No.	0052819

Lessee: <small>(Name & Address)</small>	CITY OF CARLSBAD 101 N HALAGUENO ST., CARLSBAD, NM 88220-4943
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the above referenced Master Lease Agreement.

Lessee hereby represents and warrants that: (1) all of the Equipment more fully described in the above referenced Lease Schedule was selected by Lessee; (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Lessee; (3) all of the Equipment has been inspected by Lessee and is in good working order; (4) all of the Equipment is unconditionally and irrevocably accepted by Lessee for all purposes under the Lease; (5) the safe operation and the proper servicing of the Equipment have been explained to Lessee; (6) Lessee received the manufacturer's written warranty applicable to the Equipment and Lessee understands that its rights are subject to the limitations outlined therein; (7) no Event of Default has occurred and is continuing; and (8) no material adverse change in the financial or business condition of Lessee has occurred since the date of the last financial statement submitted to Lessor by Lessee.

Signed by Lessee's duly authorized representative on the date shown below.

LESSEE	CITY OF CARLSBAD 101 N HALAGUENO ST CARLSBAD, NM 88220-4943
By: 	_____
	SAMPLE DOCS - DO NOT SIGN,
Date: 	_____

LESSOR	DEERE CREDIT, INC. 6400 N.W.86 th STREET, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____	
Date: _____	



JOHN DEERE
FINANCIAL

Physical Damage/Liability Insurance

Lease Schedule No.	020-0052819-046
Master Lease Agreement No.	0052819

Lessee: (Name & Address)	CITY OF CARLSBAD 101 N HALAGUENO ST., CARLSBAD, NM 88220-4943
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE	CITY OF CARLSBAD 101 N HALAGUENO ST CARLSBAD, NM 88220-4943
By: _____ SAMPLE DOCS - DO NOT SIGN,	
Date: _____	

Office Use Only

Contact Date(s):	Contact Name:
Liability Insurance Company Policy #:	Liability Insurance Expiration Date
Liability Limits:	Notes:
Physical Damage Insurance Company and Policy #	Physical Damage Insurance Expiration Date
Insured Value:	Notes:
Loss Payee Deere Credit, Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> Will Be Added	Verified By:



**JOHN DEERE
FINANCIAL**

Advance Lease Payment Invoice

Due Date:	05/15/2016
Total Due:	\$212.85

Billing Address:	Updated Billing Information:
CITY OF CARLSBAD LUIS RENTERIA PO BOX 1569 CARLSBAD, NM 88221-1569	

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Master Lease Agreement Number	0052819
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App #	Mfg.	Model #	Serial Number	Due Date	Rental/Tax Amount	Security Deposit	Origination Fee	Advance Lease Payment
136264	JD	TX 4X2	TBD	05/15/2016	\$14.96	\$0.00	\$0.00	\$212.85

Correspondence Only:	Remit Checks Payable To:
Deere Credit, Inc. Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600 Phone: (800) 771-0681 – select "lease" prompt Fax: (800) 254-0020 Lease issues only	Deere Credit, Inc. Attn: Acct. Dept. – ALP Processing PO Box 6600 Johnston, IA 50131-6600

TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.

STAPLE ADVANCE LEASE PAYMENT CHECK HERE

Every Dishonored Check will result in a fee of \$20.00 or an amount not to exceed the highest amount permitted by law.

John Deere Financial Direct Pay-Recurring Enrollment

For Credit Card accounts and Installment Loans

Fax 800-826-9527

Or Mail: John Deere Financial, Attn: Payment Specialist, PO Box 5327, Madison, WI 53705

Lease

Fax to 800-254-0020

Or Mail: John Deere Financial, Attn: Lease Dept, PO Box 6600, Johnston, IA 50131-6600

Eligibility

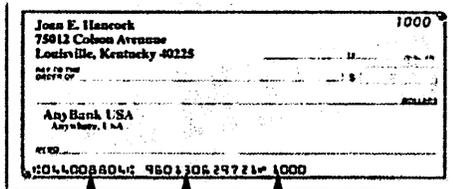
Your account with John Deere Financial must be **current** in order to enroll for the Direct-Pay Recurring payment option. Your account with your financial institution must allow automatic withdrawals.

How to Enroll

Complete and sign the authorization form below. Please be sure to provide all information requested.

Bank & account information, whether it is a saving or checking account. For the typical checking accounts, the account information is located similar to the sample business or personal checks below:

Sample Personal Check



Sample Business Check



JOHN DEERE FINANCIAL DIRECT PAY-RECURRING AUTHORIZATION FORM

My signature below authorizes Deere Credit Services, Inc. and its affiliates, (the Company), to initiate debit entries to the checking/savings account below for the regularly scheduled payments or other amounts that I may owe the Company. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it.

If your account is closed due to an Add-On transaction, consolidation or corrected loan agreement and you have Direct Pay-Recurring, your enrollment and banking information will be transferred to your new account.

Bank Name

020-0052819
John Deere Financial Account Number

Bank City & State

CITY OF CARLSBAD
Name on John Deere Financial Account

Name on Bank Account

Social Security Number/Federal Tax ID

9 digit Bank Routing and Transit #

Type of Account: Checking Savings

Bank Account Number

I request Direct Pay Recurring to begin with my payment due ____/____/____

I understand any payment due prior to the month I requested above, must be made in order to be eligible for Direct Pay Recurring.

Bank Account Owner Signature Date

Bank Account Owner Phone Number

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 4/12/16

DEPARTMENT: Police	BY: Kent Waller <i>[Signature]</i> 04/07/16	DATE: 4/7/16
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SUBJECT: Memorandum of Understanding (MOU)

BACKGROUND, ANALYSIS AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)

The Carlsbad Police Department is requesting to enter into a Memorandum of Understanding with Homeland Security Investigations, for the use of a lot. The lot will be utilized for placement of a mobile command center or portable modular buildings to be used by Homeland Security Investigations personnel and Task Force Officers assigned to the Border Enforcement Security Task Force (BEST) as a base of operations and staging location.

DEPARTMENT RECOMMENDATION: Recommended for approval.

BOARD/COMMISSION/COMMITTEE ACTION:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> P & Z | <input type="checkbox"/> Lodgers Tax Board | <input type="checkbox"/> Cemetery Board | } <input type="checkbox"/> APPROVED |
| <input type="checkbox"/> Museum Board | <input type="checkbox"/> San Jose Board | <input type="checkbox"/> Water Board | |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> N. Mesa Board | <input type="checkbox"/> _____ Committee | } <input type="checkbox"/> DISAPPROVED |

Reviewed by:
City Administrator: /s/ Steve McCutcheon **Date:** 4-7-2016

ATTACHMENT(S): MOU

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
THE CITY OF CARLSBAD, NEW MEXICO AND HOMELAND SECURITY
INVESTIGATIONS, SAC EL PASO**

FOR

USE OF LOT located at 902 HIDALGO STREET, CARLSBAD, NEW MEXICO

I. PURPOSE

This Agreement is entered into by the CITY OF CARLSBAD, NEW MEXICO and IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE), HOMELAND SECURITY INVESTIGATIONS (HSI), to allow the SAC EL PASO to utilize lot space 902 Hidalgo Street, Carlsbad, New Mexico. The lot will be utilized for placement of a mobile command center or portable modular building. The buildings will then be used by HSI personnel and Task Forces Officers assigned to the Border Enforcement Security Task Force (BEST) as a base of operations and staging location.

II. BACKGROUND

The SAC El Paso area of responsibility covers New Mexico. The SAC El Paso, Resident Agent in Charge (RAC), Las Cruces, New Mexico office, is assigned to cover southern New Mexico, which includes the Carlsbad, New Mexico area. The driving distance between Las Cruces, NM and Carlsbad, NM is 207 miles. In order to operate more effectively, plan, coordinate, and execute law enforcement operations in the Pecos Valley area, which includes Carlsbad, New Mexico, an operational and staging location needs to be established in Carlsbad, due to the distance from the RAC Las Cruces, NM office.

The City of Carlsbad has offered a lot located at 902 Hidalgo Street, Carlsbad, New Mexico for HSI to establish a base of operations and staging location. This agreement will facilitate the establishment of a temporary base of operations and staging area for HSI.

III. RESPONSIBILITIES

The CITY OF CARLSBAD will provide lot space 902 Hidalgo Street, Carlsbad, New Mexico, for the purpose of placing a mobile command center or mobile modular building. The lot will be provided for a fee of no more than ten U.S. Dollars annually to the Federal Government. Additionally, the CITY OF CARLSBAD will permit access to water, sewer, electric, cable, telephone lines and other utilities as needed. Sufficient free parking will be made available for use by HSI employees and Task Force Officers. All financial costs for utilities for the lot located at 902 Hidalgo Street, Carlsbad, New Mexico will be the responsibility of ICE.

IV. TERM OF AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force for five years and thereafter unless explicitly terminated, in writing, by either party.

V. HSI POINT OF CONTACT

Questions about this Agreement should be addressed to Susan Bokor, Administrative Officer of the SAC El Paso office. She can be reached by telephone 915-856-5204 or by email at Susan.Bokor@dhs.ice.gov from 8:00 a.m. to 4:30 p.m., Monday through Friday.

VI. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between the DHS/ICE HSI SAC El Paso and the CITY OF CARLSBAD, NEW MEXICO, and is not intended to confer any right or benefit to any private person or party.

Signatures:

Waldemar Rodriguez
Special Agent in Charge
Homeland Security Investigations
El Paso, Texas

Dale W. Janway
Mayor
City of Carlsbad, New Mexico

Date: _____

Date: _____

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 04/12/2016

Department: Performing Arts Center	By: Steve Hendley	DATE: 04/07/1012
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SUBJECT: First Renewal of Agreement Between the City of Carlsbad and Metal Shop Live Productions

BACKGROUND, ANALYSIS AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)

.This document would renew the agreement between the City of Carlsbad and Metal Shop Live Productions, LLC, for promotion and operation of the Walter Gerrels Performing Arts and Exhibition Center. This agreement will renew the 2013 Agreement for two years beginning September 2015, and ending August 2017.

DEPARTMENT RECOMMENDATION: It is recommended that the renewal is approved for two more years between the City of Carlsbad and Metal Shop Live.

BOARD/COMMISSION/COMMITTEE ACTION:

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> P & Z | <input type="checkbox"/> Lodgers Tax Board | <input type="checkbox"/> Cemetery Board | } <input type="checkbox"/> APPROVED |
| <input type="checkbox"/> Museum Board | <input type="checkbox"/> San Jose Board | <input type="checkbox"/> Water Board | |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> N. Mesa Board | <input type="checkbox"/> Committee | } <input type="checkbox"/> DISAPPROVED |

Reviewed by

City Administrator /s/ Steve McCutcheon

Date: 4-7-2016

ATTACHMENT(S): Lease agreement documents

**FIRST RENEWAL OF THE
AGREEMENT BETWEEN THE CITY OF CARLSBAD AND
METAL SHOP LIVE PRODUCTIONS, LLC FOR
PROMOTION AND OPERATION OF
THE WALTER GERRELLS PERFORMING ARTS AND EXHIBITION CENTER**

1 THIS AGREEMENT is entered into at Carlsbad, New Mexico, this ____ day of _____,
2 2015, by and between the CITY OF CARLSBAD, New Mexico, a municipal corporation, hereinafter
3 referred to as "City" and METAL SHOP LIVE PRODUCTIONS, LLC, hereinafter referred to as
4 "Metal Shop".

5
6 WHEREAS, the City of Carlsbad owns the Walter Gerrells Performing Arts and Exhibition
7 Center ("WGPAEC"); and

8
9 WHEREAS, the Carlsbad City Council created the Walter Gerrells Performing Arts and
10 Exhibition Centre Advisory Board (the "Advisory Board") to promulgate rules and regulations for
11 the operation, management, care, and custody of the WGPAEC subject to the approval of the City
12 Council; and

13
14 WHEREAS, it was recommended that the City enter into an agreement, through the Request
15 for Proposals process, with a promoter to manage the WGPAEC, to promote the facility, and to bring
16 events to it; and

17
18 WHEREAS, the City advertised RFP No. 2013-19 seeking such promotion, management,
19 and events services for the WGPAEC; and

20
21 WHEREAS, the committee which reviewed the responses to the RFP recommended that
22 Metal Shop Live Productions, LLC be awarded the proposal;

23
24 WHEREAS, the City and Metal Shop entered into an agreement for the year beginning on
25 1 September 2013 and renewed that agreement for the year beginning 1 September 2014; and

26
27 WHEREAS, the parties wish to renew that agreement for two years.

28
29 NOW, THEREFORE, FOR THE CONSIDERATION SPECIFIED HEREIN THE PARTIES
30 AGREE AS FOLLOWS:

31
32 1. **Agreement.** The Agreement Between the City of Carlsbad and Metal Shop Live
33 Productions, LLC for Promotion and Operation of the Walter Gerrells Performing Arts and
34 Exhibition Center dated 14th day of August 2013 (the "2013 Agreement"), is attached and is
35 incorporated herein and made a part of this Renewal Agreement.

36
37 2. **Renewal Term.** The parties agree to renew the 2013 Agreement for two years beginning 1
38 September 2015, and ending 31 August 2017.

1 3. **Terms & Conditions.** This renewal shall be under the same terms and conditions, and the
2 parties shall have the same rights and responsibilities as in the attached Agreement.

3
4 4. **Captions.** The captions of any articles, paragraphs or sections hereof are made for
5 convenience only and shall not control or affect the meaning or construction of any of the provisions
6 thereof.

7
8 5. **Exhibits.** Any instrument or document attached to or referred to by this Agreement shall
9 constitute a part hereof as though set forth in full in the body of this Agreement, whether made a part
10 hereof by reference or whether made a part hereof by attachment.

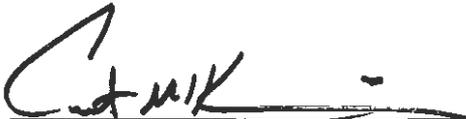
11
12
13 **CITY OF CARLSBAD:**

14
15
16 _____
17 DALE JANWAY, MAYOR

18
19 ATTEST:

20
21
22 _____
23 CITY CLERK

24
25 **METAL SHOP LIVE PRODUCTIONS, LLC**

26
27 
28
29 _____
30 CURTIS MCKINNEY, MANAGING PARTNER

31
32 STATE OF NEW MEXICO)
33) ss.
34 COUNTY OF EDDY)

35
36 The foregoing instrument was acknowledged before me this 24th day of
37 March, ~~2015~~, by CURTIS MCKINNEY, Managing Partner, Metal Shop Live
38 Productions, LLC. 2016

39
40 My Commission Expires:

41
42 Jan 22, 2017

43

NOTARY PUBLIC

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 04/12/2016

Department: Performing Arts Center	By: Steve Hendley	DATE: 04/07/2016
---	--------------------------	-------------------------

SUBJECT: Amendment of Agreement between the City of Carlsbad and Metal Shop Live Productions

BACKGROUND, ANALYSIS AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)
 .This document would amend the existing agreement between the City of Carlsbad and Metal Shop Live Productions, LLC for promotion and operation of the Walter Gerrels Performing Arts and Exhibition Center. Beginning December 26, 2015 during a near record snowstorm and blizzard the WGPAEC, sustained severe damage and has not been usable since that date. The parties wish to suspend Metal Shop's provision of services during the time that the WGPAEC is not suitable for use. When the WGPAEC annex becomes usable the parties wish to have Metal Shop provide its services for that portion of the facility at a reduced rate.

DEPARTMENT RECOMMENDATION: It is recommended that this amendment to the contract between the City of Carlsbad and Metal Shop Live Productions, LLC be approved.

BOARD/COMMISSION/COMMITTEE ACTION:

<input type="checkbox"/> P & Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board	} <input type="checkbox"/> APPROVED
<input type="checkbox"/> Museum Board	<input type="checkbox"/> San Jose Board	<input type="checkbox"/> Water Board	
<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> Committee	} <input type="checkbox"/> DISAPPROVED

<p>Reviewed by City Administrator /s/ <u>Steve McCutcheon</u> Date: <u>4-7-2016</u></p>
--

ATTACHMENT(S): Lease agreement documents

**AMENDMENT OF
THE AGREEMENT BETWEEN THE CITY OF CARLSBAD AND
METAL SHOP LIVE PRODUCTIONS, LLC FOR
PROMOTION AND OPERATION OF
THE WALTER GERRELLS PERFORMING ARTS AND EXHIBITION CENTER
SUSPENDING SERVICES**

1 THIS AGREEMENT is entered into at Carlsbad, New Mexico, this 1st day of March, 2016,
2 by and between the CITY OF CARLSBAD, New Mexico, a municipal corporation, hereinafter
3 referred to as "City" and METAL SHOP LIVE PRODUCTIONS, LLC, hereinafter referred to as
4 "Metal Shop".

5
6 WHEREAS, the City of Carlsbad owns the Walter Gerrells Performing Arts and Exhibition
7 Center ("WGPAEC"); and

8
9 WHEREAS, the City advertised RFP No. 2013-19 seeking promotion, management, and
10 events services for the WGPAEC; and

11
12 WHEREAS, Metal Shop Live Productions, LLC submitted its response to that RFP; and

13
14 WHEREAS, the City and Metal Shop entered into an agreement for the year beginning on
15 1 September 2013 ("2013 Agreement"), renewed that agreement for the year beginning 1 September
16 2014, and renewed that agreement again for two years beginning 1 September 2015, and ending 31
17 August 2017 ("2015 Renewal"); and

18
19 WHEREAS, beginning on December 26, 2015, the City of Carlsbad and surrounding region
20 experienced a blizzard and a near record setting heavy snowfall that continued for several days; and

21
22 WHEREAS, as a result of that weather, the WGPAEC sustained severe damage including
23 the collapse of part of its roof and walls and the disruption of electrical service; and

24
25 WHEREAS, since that damage occurred, the WGPAEC has not been useable and is without
26 power; and

27
28 WHEREAS, the City had an initial inspection of the WGPAEC performed to determine what
29 repairs are needed to restore the WGPAEC to a useable condition; and

30
31 WHEREAS, the inspection found that it will take at least three months before power can be
32 restored to the WGPAEC Annex and it be made useable; and

33
34 WHEREAS, the remainder of the WGPAEC will require additional inspections and
35 assessments to determine whether it can be repaired, and if so, when it will be useable; and
36
37

1 WHEREAS, the parties wish to suspend Metal Shop’s provision of services pursuant to the
2 2013 Agreement and the 2015 Renewal during that time that the WGPAEC is not suitable for use;
3 and
4

5 WHEREAS, when the WGPAEC Annex becomes useable, the parties wish to have Metal
6 Shop provide its services for that portion of the facility; and
7

8 WHEREAS, if the remainder of the WGPAEC becomes the parties wish to have Metal Shop
9 provide its services for the facility.
10

11 NOW, THEREFORE, FOR THE CONSIDERATION SPECIFIED HEREIN THE PARTIES
12 AGREE AS FOLLOWS:
13

14
15 1. **Documents.** The Agreement Between the City of Carlsbad and Metal Shop Live
16 Productions, LLC for Promotion and Operation of the Walter Gerrells Performing Arts and
17 Exhibition Center dated 14th day of August 2013 (the “2013 Agreement”), is attached and is
18 incorporated herein and made a part of this Amendment. The Renewal of the Agreement Between
19 the City of Carlsbad and Metal Shop Live Productions, LLC for Promotion and Operation of the
20 Walter Gerrells Performing Arts and Exhibition Center dated _____ (“2015 Renewal”)
21 is attached and is incorporated herein and made part of this Amendment. These shall be collectively
22 referred to as the “Agreements”.
23

24 2. **Acknowledgments of Parties.** The parties understand and acknowledge that:
25 A. The WGPAEC was damaged on or about December 27, 2015, to the extent that it
26 became unsuitable for any reasonable use and it remains unsuitable.
27 B. The City may, at its sole discretion, choose to repair the WGPAEC, or any portion
28 thereof, or to terminate the Agreement without incurring any penalty or further liability.
29 C. The extent and cost of repairs needed to make the WGPAEC usable is not fully
30 known, and therefore, when those repairs could begin or be completed is not known as this
31 time.
32

33 3. **Suspension of Services.** Beginning on March 1, 2015, the 2013 Agreement and the 2015
34 Renewal are suspended. Metal Shop shall not be obligated to provide any Operation and
35 Management Services or Promotional Services as described or required by the Agreements, and the
36 City shall not be obligated to provide any services or compensation as described or required by the
37 Agreements.
38

39 4. **Repair of WGPAEC Annex.** The City has chosen to begin repairs of the WGPAEC Annex.
40 It is estimated that repairs shall take three (3) months to complete. The parties understand that this
41 is only an estimated completion date. The actual completion date may occur earlier or later than the
42 estimate. At least five days prior to the date that the WGPAEC Annex is expected to be reopened,
43 the City shall notify Metal Shop of the expected reopening. When the WGPAEC Annex reopens,
44 Metal Shop shall provide full Operation and Management Services and Promotional Services as
45 described and required by the Agreements for the WGPAEC Annex.

1 ATTEST:

2
3
4 _____
5 CITY CLERK
6

7 METAL SHOP LIVE PRODUCTIONS, LLC

8
9
10 
11 _____
12 CURTIS MCKINNEY, MANAGING PARTNER

13
14 STATE OF NEW MEXICO)
15) ss.
16 COUNTY OF EDDY)

17
18 The foregoing instrument was acknowledged before me this 24th day of
19 March, 2016, by CURTIS MCKINNEY, Managing Partner, Metal Shop Live
20 Productions, LLC.

21 My Commission Expires:

22
23 Jan 22, 2017
24

25 
26 _____
27 NOTARY PUBLIC
28

**Agreement Between the City of Carlsbad and Metal Shop Live
Productions, LLC for Promotion and Operation of the Walter
Gerrells Performing Arts and Exhibition Center dated 14th day of
August 2013 (the “2013 Agreement”)**

**Renewal of the Agreement Between the City of Carlsbad and Metal
Shop Live Productions, LLC for Promotion and Operation of the
Walter Gerrells Performing Arts and Exhibition Center dated ###
2015 (“2015 Renewal”)**

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 12 April 2016

DEPARTMENT: Legal	BY: E. Riordan	DATE: 4 April 2016											
<p>SUBJECT: Consider approving the extension of the agreement between the City and CARC. Inc, (Rainbow Recycling Center) for the provision of recycling services through January 31, 2017</p>													
<p>BACKGROUND, ANALYSIS AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)</p> <p>In 2012, the City entered into an agreement with CARC, Inc. to provide recycling services in the Carlsbad area. CARC provides those services through its Rainbow Recycling Center. Under the terms of the agreement, CARC accepts and processes plastics (RIC types 1 and 2), cardboard, tin, steel, aluminum, and paper. Recently, CARC also began to accept glass. The City pays CARC \$95,000 per year for those services.</p> <p>The parties have extended that agreement twice before. The parties wish to extend the agreement through January 31, 2017. During this extension, the City will explore its recycling options.</p>													
<p>DEPARTMENT RECOMMENDATION: Approve the proposed agreement</p>													
<p>BOARD/COMMISSION/COMMITTEE ACTION:</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> P & Z</td> <td><input type="checkbox"/> Lodgers Tax Board</td> <td><input type="checkbox"/> Cemetery Board</td> <td rowspan="2" style="vertical-align: middle;">} <input type="checkbox"/> APPROVED</td> </tr> <tr> <td><input type="checkbox"/> Museum Board</td> <td><input type="checkbox"/> San Jose Board</td> <td><input type="checkbox"/> Water Board</td> </tr> <tr> <td><input type="checkbox"/> Library Board</td> <td><input type="checkbox"/> North Mesa Board</td> <td><input type="checkbox"/> _____ Committee</td> <td>} <input type="checkbox"/> DISAPPROVED</td> </tr> </table>			<input type="checkbox"/> P & Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board	} <input type="checkbox"/> APPROVED	<input type="checkbox"/> Museum Board	<input type="checkbox"/> San Jose Board	<input type="checkbox"/> Water Board	<input type="checkbox"/> Library Board	<input type="checkbox"/> North Mesa Board	<input type="checkbox"/> _____ Committee	} <input type="checkbox"/> DISAPPROVED
<input type="checkbox"/> P & Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board	} <input type="checkbox"/> APPROVED										
<input type="checkbox"/> Museum Board	<input type="checkbox"/> San Jose Board	<input type="checkbox"/> Water Board											
<input type="checkbox"/> Library Board	<input type="checkbox"/> North Mesa Board	<input type="checkbox"/> _____ Committee	} <input type="checkbox"/> DISAPPROVED										
<p>Reviewed by:  Date: <u>4-4-16</u></p> <p>City Administrator</p>													

ATTACHMENT(S):
 Proposed Extension of Agreement, with attachment

**THIRD EXTENSION
OF AGREEMENT FOR SERVICES BETWEEN
THE CITY OF CARLSBAD AND CARC, INC.,
dba RAINBOW RECYCLING CENTER FOR RECYCLING SERVICES**

1 THIS EXTENSION OF AGREEMENT is entered into at Carlsbad, New Mexico, this
2 _____ day of _____, 2016, by and between the CITY OF CARLSBAD, New Mexico,
3 a municipal corporation, hereinafter referred to as "City" and CARC, INC., a New Mexico nonprofit
4 corporation, dba Rainbow recycling Center, a New Mexico corporation, hereinafter referred to as
5 "CARC".
6

7 WHEREAS, in 2012, the City entered into an agreement with CARC to provide the recycling
8 services in the Carlsbad area; and
9

10 WHEREAS, that agreement expired on September 30, 2014; and
11

12 WHEREAS, the parties extended the agreement from October 1, 2014, through June 30,
13 2015, and extended it again for July 1, 2015, through March 31, 2016; and
14

15 WHEREAS, the City and CARC desire to extend the agreement again from April 1 to
16 January 31, 2017.
17

18 NOW, THEREFORE, the parties, in consideration of the mutual covenants and agreements
19 herein contained, agree as follows:
20

21 1. The Agreement for Services Between the City of Carlsbad and CARC, Inc., dba Rainbow
22 Recycling Center for Recycling Services entered into on 25 October 2012, is attached as Attachment
23 "1" and is incorporated herein and made a part of this Agreement, hereinafter referred to as the
24 "Agreement".
25

26 2. The parties agree to extend the Agreement attached as Attachment "1" from April 1, 2016
27 through January 31, 2017.
28

29 4. The parties agree that this extension shall be under the same terms and conditions, and the
30 parties shall have the same rights and responsibilities as in the Agreement attached as Attachment
31 "1" except that:

32 A. Paragraph 1(I)(i) of the Agreement is hereby amended to add the following subparagraph:

33 h. A copy of the monthly report, shall be provided to the City in an electronic format agreed
34 to by the parties. CARC shall send it to the address or addresses requested by the City.

35 B. Paragraph 3(A)(ii) of the Agreement is hereby amended to state:

36 ii. **Invoice.** Payment by the City to CARC shall be made only upon receipt of
37 an invoice from CARC. Each invoice shall be properly documented and shall be
38 accompanied by the monthly report described in Paragraph 1(I)(i), above. CARC
39 shall submit each invoice to the City of Carlsbad Finance Department, attention
40 Accounts Payable Manager.

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF CARLSBAD AND CARC, INC.,
dba RAINBOW RECYCLING CENTER
FOR RECYCLING SERVICES**

THIS AGREEMENT is entered into this 25th day of Oct, 2012, by and between the **CITY OF CARLSBAD**, New Mexico, a municipal corporation, hereinafter referred to as "**City**" and the **CARC, Inc.** doing business as Rainbow Recycling Center (hereinafter referred to as "**CARC**").

WHEREAS, the New Mexico Solid Waste Act, Sec. 74-9-2 et. Seq. N.M.S.A. (1978), requires a municipality to reduce its solid waste stream to sanitary landfills through recycling; and

WHEREAS, based on CARC's response to Proposal No. 91-5, the City awarded Rainbow Recycling Center the contract to operate a facility to receive recyclable materials; and

WHEREAS, the recycling efforts of CARC have resulted in significant reduction in the amount of solid waste by diverting recyclable materials from the waste stream; and

WHEREAS, CARC has worked with the City and Eddy County on methods to further increase the diversion of recyclable materials through curbside pickup and by encouraging the participation of area businesses in recycling; and

WHEREAS, the recycling efforts of CARC are of significant benefit to the City of Carlsbad and its citizens; and

WHEREAS, it is in the public interest to enter into this mutual agreement;

NOW IT IS THEREFORE MUTUALLY AGREED THAT:

1. **CARC Provided Facility and Services.** CARC shall provide the City with full recycling services, including, but not limited to the provision of the following:
 - A. **Recycling.** CARC shall accept the materials collected and delivered by the City pursuant to Paragraph 2, below, and shall process the materials described in Paragraph 1(B), below, for reuse or return to use in the form of raw materials or products.
 - B. **Accepted Materials.** CARC shall accept for recycling the following materials:
 - i. All plastics bearing an SPI Resin Identification Code symbol 1 or 2;
 - ii. Cardboard;
 - iii. Tin, steel, and aluminum cans; and
 - iv. Newspaper, catalogs, magazines, and other paper products.

C. **Tonnage Processed.** CARC shall process for recycling all materials set forth in Paragraph 1B, above, delivered by the City to the Facility with a projected goal of three (3) tons per hour being processed by 30 September 2014. It is understood by the parties that the projected goal of three (3) tons per hour is dependent upon:

- i. The quantity of recyclable materials made available to the City by the voluntary recycling efforts of the public;
- ii. The ability of the City to deliver sufficient quantities of recyclable materials to CARC in a timely matter; and
- iii. The ability of CARC to process such recyclable materials at the projected rate of three (3) tons per hour.

D. **Facility.** CARC shall have a facility at which it shall provide the recycling services (hereinafter referred to as the "Facility"). The Facility shall be located within the city limits of the City of Carlsbad. The Facility shall be open to receive City vehicles delivering recycling materials on the same days and at same times as the City's solid waste recycling schedule, as more specifically stated on Exhibit "A". The City shall have the right to inspect or have its agent or agents inspect the Facility and all improvements, buildings, fixtures, appliances, and property thereon upon one day's notice to CARC.

E. **Personnel.** CARC shall provide all necessary personnel, appropriately qualified, selected, trained, and supervised. Such personnel shall be sufficient to process the tonnage set forth in Paragraph 1(C), above. During the term of this agreement, no less than thirty percent (30%) of CARC's employees at Rainbow Recycling shall be developmentally disabled as defined by New Mexico state law.

F. **Improvements, Equipment, and Materials.** CARC shall select, furnish, and maintain all improvements, equipment, and materials needed for the services it is to provide pursuant to this agreement.

G. **Deliveries.** CARC will manage deliveries of material brought to the Facility for recycling so that at all times:

- i. City vehicles delivering recyclable materials will be able to deliver their materials and leave the property no longer than fifteen minutes (15 min.) after their arrival at the Facility;
- ii. The Facility is kept clean and free of obstructions and hazards of any kind permitting the safe drop-off of materials; and
- iii. City vehicles delivering the materials have appropriate ingress to and egress from the drop-off area at the Facility, including, but not necessarily limited to, a properly constructed and maintained all-weather driveway.

H. **Education.** CARC shall develop, implement, and conduct a public education program regarding recycling, its benefits, methods of recycling, and the recycling services provided by CARC, including, but not limited to a continuing public awareness campaign, including, news releases, brochures, and educational programs.

- I. **Reports and Audits.** CARC shall provide the City with:
 - i. A monthly report, on or before the fifteenth (15th) day of the following month, in a form approved by the City, describing and documenting the services provided by CARC, including, but not limited to:
 - a. CARC's recycling activities during the previous month, including the types and quantities of materials recycled and diverted from Carlsbad's waste stream; and
 - b. Details regarding all public education services provided; and
 - c. Details of any special recycling or beautification efforts; and
 - d. The employment information and statistics demonstrating CARC's compliance with the requirements of Paragraph 1(E), above; and
 - e. The amount invoiced for the prior month; and
 - f. Beginning with the report regarding activities in October 2014, gross sales revenue from the recycled materials; and
 - g. Such other information requested by the City which would demonstrate compliance with this agreement.
 - ii. Each year, not later than ninety (90) days after the end of its fiscal year, an annual audit performed by a Certified Public Accountant reflecting all revenues and expenditures.
 - iii. A current, complete, and accurate Form 990 filed with the Internal Revenue Service. The copy shall be provided to the City each year by the fifteenth (15th) day of the fifth (5th) month after CARC's accounting period ends. Should CARC file a request for an extension to file its Form 990, it shall provide a copy of that request to the City within five (5) days of its filing with the IRS.

2. **City Provided Services.** The City shall provide the following services:
 - A. **Containers.** Provide, maintain, and replace, as necessary, sufficient numbers of residential, commercial, and public containers for the tonnage of materials specified in Paragraph 1(C), above. The public containers shall be placed throughout the City at locations as may be approved by the City.
 - B. **Vehicles and Drivers.** Such vehicles and drivers as are necessary to collect and deliver the materials appropriately placed in the containers specified in Paragraph 2(A), above.
 - C. **Collection and Delivery.** Deliver to CARC's Facility the materials placed in the containers described in Paragraph 2(A), above.

3. **Consideration.**
 - A. **To CARC.** In consideration for the services provided by CARC pursuant to this agreement, the City will pay to CARC an annual sum of Ninety-five Thousand Dollars (\$95,000) per year, payable in twelve (12) equal monthly amounts of Seven Thousand Nine Hundred Sixteen Dollars and 67/100ths (\$7,916.67/month).

ii. **Invoice.** Payment by the City to CARC shall be made only upon receipt of an invoice from CARC. Each invoice shall be properly documented and shall be accompanied by the monthly report described in Paragraph 1(l)(i), above.

iii. **Form W-9.** Prior to any payment by the City to CARC, CARC shall provide the City with a current, complete, and accurate IRS Form W-9.

iv. **Taxes.** CARC shall be responsible for the payment of any and all applicable taxes.

B. **To City.** In consideration for the services provided by the City pursuant to this agreement, beginning on October 1, 2014, and continuing thereafter, CARC shall pay to City an amount equal to twenty percent (20%) of CARC's gross sales of the recycled materials. The first annual payment shall be due on or before October 5th, 2015, for the time period beginning on October 1, 2014 and ending on September 30, 2015. Thereafter, annual payments by CARC to the City shall be due on or before October 15th of each year.

4. **Compliance with Laws.** CARC shall comply with all applicable local, state, and federal laws, rules, regulations, and policies and shall obtain and maintain any and all permits, licenses, or certifications that may be necessary to carry out the operations contemplated by this agreement. In the event CARC should cease to be properly permitted, licensed, or certified, it shall immediately inform the City Administrator and shall immediately cease its operations pursuant to this agreement. Within five (5) days of ceasing to be properly permitted, licensed, or certified, CARC shall also notify the City in writing of that event.

5. **Term.** The initial term of this Agreement shall be for two (2) years beginning on the 1st day of October 2012, and ending on the 30th day of September, 2014. No later than 1 April 2014, the parties agree to meet, discuss, and reevaluate the status of recycling efforts by both parties, and, if desired by both parties, the terms and conditions of a new agreement between the parties.

6. **Termination.** This agreement may be terminated by either party upon 30 days written notice to the other party. By such termination, neither party may nullify obligations already incurred prior to the date of termination of the agreement. However, neither party shall have any obligation to perform services or make payment for such services rendered after such date of termination.

7. **Funding Availability.** The funding of this agreement is subject to the availability and appropriation of funds by the City Council of Carlsbad, New Mexico. If sufficient funding is not available or not appropriated by the City Council, then this agreement is terminated and the City shall not incur any penalty or further liability.

8. **Insurance.** At all times material to this agreement, CARC shall obtain and maintain, at its own expense, public liability insurance in the sum of two million dollars (\$2,000,000). Such insurance shall name the City as an additional insured. CARC shall provide the City with a current Certificate of Insurance within ten (10) days of the full execution of this agreement. The insurance shall be with a company or companies licensed and authorized to do business in the State of New Mexico. No less than annually, CARC shall furnish to the City a current Certificate of Insurance for the insurance. CARC shall provide the City with notice of any change thereof, and furnish to the City evidence of acquirement of a substitute therefore, and payment of the premium thereof.

9. **Default or Breach.** Each of the following events shall constitute a default or breach of this agreement:

A. **Failure to Comply.** If CARC fails to perform or comply with any of the conditions of this agreement, and if the nonperformance shall continue for a period of fifteen (15) days after notice thereof by the City to CARC, or, if the performance cannot be reasonably had within the fifteen (15) day period, and CARC shall not in good faith have commenced performance within the fifteen (15) day period and then diligently proceed to completion of performance.

B. **Loss of Corporate Status.** If CARC ceases to be a New Mexico nonprofit corporation in good standing with the New Mexico Public Regulation Commission or the Commission's successor agency.

C. **Transfer of Agreement.** If this agreement shall be transferred to or should pass to or devolve to any other person or entity, except in the manner specified herein.

10. **Effect of Default.** In the event of default hereunder as set forth in this agreement, the rights of the non-defaulting party shall be as follows:

A. **Termination.** The non-defaulting party shall have the right to cancel and terminate this agreement. On expiration of the time fixed in the notice, this agreement and all rights, title, and interest of the defaulting party hereunder shall terminate in the same manner and with the same force and effect, except as to the defaulting party's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

B. **Correction.** The non-defaulting party may elect to, but shall not be obligated to, make any payment required of the defaulting party herein or comply with any agreement, term, or condition required hereby to be performed by the defaulting party. Any expenditure for correction by the non-defaulting party shall not be deemed to waive or release the default of the defaulting party or the right of the non-defaulting party to take any action as may be otherwise permissible or to seek other remedy under the law.

11. **Non-Waiver.** Waiver by the City of any default in performance by CARC of any of the terms or conditions contained in this agreement shall not be deemed a continuing waiver of that default or any subsequent default.

12. **Notices.** All notices and other communications required or permitted by the terms of this agreement shall be in writing and be deemed to have been duly given and delivered, if mailed, certified postage prepaid:

if to City: The City of Carlsbad
c/o City Administrator
P. O. Box 1569
Carlsbad, NM 88221-1569

if to CARC: CARC, Inc. d/b/a Rainbow Recycling Center
c/o Chief Executive Officer
P. O. Drawer 1808
Carlsbad, NM 88221-1808

13. **Entirety of Agreement & Modification.** This agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants, and understandings have been merged into this written agreement. No prior or contemporaneous agreement, covenant, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement. The parties expressly waive any other or further representation, warranty, or agreement not set forth in this document. Neither this agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing executed with the same formality as this agreement.

14. **Assignment of Agreement.** CARC shall not assign, sublease, or transfer any interest in or right to this agreement without the prior written approval of the City.

15. **Indemnification.** CARC agrees to indemnify, save, and hold harmless the City, its officers, and employees against all liability, claims, damages, losses, or expenses of every kind, including reasonable attorneys' fees together with costs and expenses of litigation, arising out of, from, or associated in any manner with the acts or omissions of CARC, its officers, members, agents, or employees.

16. **Release.** CARC, upon final payment of the amount due under this Agreement, releases the City, its officers, employees, and members from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

17. **Independent Contractor.** CARC and its officers, employees, members, and agents are independent contractors performing professional services for the City of Carlsbad and are not employees of the City. CARC and its officers, employees, members, and agents shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to the employees of the City of Carlsbad as a result of this Agreement.

18. **Limit of Authority.** CARC agrees not to purport or bind the City of Carlsbad, unless CARC has express written authority to do so, and then only within the strict limits of that authority.

19. **Arbitration.** Should any dispute arise between the parties in connection with this agreement and if such dispute cannot be resolved by discussion between the parties, the parties agree to submit the unresolved dispute to binding arbitration in lieu of litigation. Such arbitration shall be held in accordance with the procedures and rules of the American Arbitration Association.

20. **New Mexico Law & Venue.** The parties agree that this agreement shall be governed, construed, and controlled by the laws of the state of New Mexico. The parties further agree that litigation, if any, arising out of this agreement shall be brought in the District Court of Eddy County, New Mexico for the Fifth Judicial District. The parties expressly consent to both in personam and subject matter jurisdiction of the Eddy County District Court and agree that venue shall properly lie in the Eddy County, New Mexico District Court.

21. **Workers' Compensation.** CARC agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If CARC fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the City.

22. **Procurement Code Penalties.** The Procurement Code, NMSA 1978, Sections 13-1-28, et seq., imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

23. **Captions.** The captions of any articles, paragraph, or section hereof are made for convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.

24. **Exhibits.** Any instrument or document made and attached to this agreement shall constitute a part hereof as though set forth in full in the body of this agreement, whether made a part hereof by reference or whether made a part hereof by attachment.

CITY OF CARLSBAD:


DALE JANWAY, MAYOR

ATTEST:

Annette Barron
CITY CLERK

CARC, INC.:

Mark Schinnerer
MARK SCHINNERER,
CHIEF EXECUTIVE OFFICER

STATE OF NEW MEXICO)
)ss.
COUNTY OF EDDY)

The foregoing instrument was signed and acknowledged before me this 19th
day of October, 2012, by MARK SCHINNERER, Chief Executive Officer,
CARC, Inc.

My Commission expires: December 12, 2015 Nadine D. Mireles
NOTARY PUBLIC

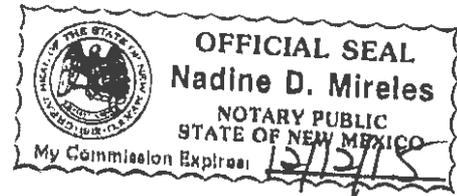


EXHIBIT "A"

The City's Solid Waste Recycling Schedule

Monday through Friday, 7:00 a.m. to 3:30 p.m.

Except, there is no solid waste service on:

- New Year's Day
- Thanksgiving Day
- Christmas Day

**CARLSBAD MUNICIPAL COURT
CITY OF CARLSBAD
MONTHLY REPORT**

FEBRUARY 2016

Number of Cases	1,065
Warrants Outstanding	3253
Amount of Fines	\$77,134.50
Cases on Appeal	0

FINES

Summary for the Month of	FEBRUARY 2016
Total Fines	\$51,661.00
Total Prevention Fees	\$ 420.00
Total Lab Fees	\$ 388.00
Total Correction Fees	\$ 16,930.00
Total Automation Fees	\$ 5,121.50
Judicial Fees	\$ 2,614.00
Notary Fees	\$ 0.00
Victim Restitution	\$ 0.00
TOTAL	\$77,134.50
TOTAL FINES WORKED OUT THROUGH COMMUNITY SERVICE - \$2,692.00	

cc: Chief
City Administrator
Finance Department


Municipal Judge

**City of Carlsbad
Personnel Department**

**Action Report
Month of March 2016**

**Submitted by
Scot D. Bendixsen, HR Director**

City of Carlsbad
 Personnel Department Action Report
 Month of March 2016

EMPLOYEE REPORT	Beginning of Month	New Hires	Terminations	Transfers In	Transfers Out	End of Month
Full-Time Employees	442	6	5			443
Part-Time/Temp Employees	70	1	0			71
Total Employees	512	7	5			514
Administrative	21					21
Judicial	8		1			7
Finance	20					20
Police	111	1		1		113
Fire	62					62
Arts & Culture	65	1				66
Sports & Recreation	53		2		1	50
Planning & Regulation	16	1				17
Utilities	80	4	1			83
Transportation & Facilities	76		1			75
TOTAL	512	7	5	1	1	514

WEEKLY INDEMNITY	Beginning of Month	New Claims	Released To Work	Terminated	End of Month
Employees on WI	10	3	4	0	9

UNEMPLOYMENT CLAIMS	Claims Received	Claims Returned	Claims Denied	Claims Approved	Claims Pending	Claims Appealed
Current Month	3	3	1	2	0	0

DRUG TESTS	Number Given
Pre-employment	7
Probationary	3
Post Accident	12
Random	0
Periodic	0
Probable Cause	0

VACANCIES BID	Department
Account Clerk I, P/T	Finance
Water Park Manager	Sports & Rec.
Receptionist	Finance
Custodian	Facility Maintenance
Facility Maintenance	Facility Maintenance

PHYSICAL EXAMINATIONS	Number Given
Pre-employment	7
Return to Work Evaluation	0
Functional Capacity Evaluation	0

VACANCIES ADVERTISED	Applications Received
Animal Control Officer	18
Construction Maintenance	27
Electronics Technician	3
Receptionist	38
Water Park Manager	8
Custodian	Pending
Finance Director	Pending
Lifeguard	Pending
Museum Assistant Director	Pending

TESTING	Number Given
None	

MONTHLY ACTIVITY REPORT
Planning, Engineering, & Regulation Department
March 2016

ACTIVITY SUMMARY		
1. Business Activity:		
New Businesses: 39	Temporary Businesses: 11	Business Renewals: 182
2. Miscellaneous Permits:		
Dances: 0	Parades: 0	Other: 0
3. Building Permits & Inspections:		
Permits Issued: 213	Permit Revenue: \$21,361.25	Inspections Completed: 237
82—Building Permits		65—Building
59—Plumbing/Mechanical		69—Plumbing/Mechanical
72—Electrical Permits		103—Electrical
4. Code Enforcement		
New Cases—71		
Closed cases—2		
5. Planning & Engineering activities for the month of March 2016:		
<u>NEW</u>		
<ul style="list-style-type: none"> • Six Planning & Zoning Applications received for April meeting • Long-Range Roadway Plan—99% Complete • Asset Management Plan 60% Complete • Housing Plan Update—Housing Plan Approved and Posted • Ordinances Being Reviewed for Updates 		
<u>ONGOING</u>		
<ul style="list-style-type: none"> • Infrastructure Mapping (GIS) • Development Review • Subdivision Review and Approvals • Leased Properties Inspections 		
PLANNING AND ZONING COMMISSION		
Meets the first Monday of each month at 5 p.m. in the City Hall Planning Room.		

Signed: _____

 Jeff Patterson, Planning Director

ORDINANCE NO. 2016-__

AN ORDINANCE ANNEXING A PORTION OF LAND CONTAINING 0.47 ACRES MORE OR LESS, CONTIGUOUS TO THE CITY OF CARLSBAD, NEW MEXICO, LOCATED NORTH OF EAST WOOD AVENUE, LEGALLY DESCRIBED AS LOT 1, BLOCK 6, RIVERSIDE FARMS AMENDED BLOCK 6, PURSUANT TO THE PETITION METHOD PROVIDED FOR IN SECTION 3-7-1 ET. SEQ., NMSA 1978.

WHEREAS, a petition for annexation of territory contiguous to the City of Carlsbad has been presented to the Governing Body of the City of Carlsbad; and

WHEREAS, said petition is accompanied by a map showing the external boundary of the territory proposed to be annexed and its relationship to the existing boundary of the City of Carlsbad, New Mexico.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CARLSBAD, NEW MEXICO:

Section 1. Subject to the proviso contained in Section 2 hereof, the City of Carlsbad hereby consents to the annexation of 0.47 acres, more or less, of contiguous territory situated in Eddy County, New Mexico, located north of East Wood Avenue, legally described as Lot 1, Block 6, Riverside Farms Amended Block 6.

Section 2. A copy of this ordinance and the plat of said property shall be filed in the office of the County Clerk of Eddy County. After such filing, the property shall be included in and be a part of the City of Carlsbad. Appeal may be made by any person owning land within this said territory to the District Court of Eddy County within thirty (30) days on the grounds and in the manner provided by law.

INTRODUCED, PASSED, ADOPTED, AND APPROVED THIS 24TH DAY OF MAY, 2016.

DALE JANWAY, MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 2016-____

AN ORDINANCE ESTABLISHING "R-R" RURAL RESIDENTIAL DISTRICT IN CONJUNCTION WITH THE ANNEXATION OF AN APPROXIMATELY 0.47 ACRE PROPERTY, LOCATED AT 510 EAST WOOD AVENUE, LEGALLY DESCRIBED AS LOT 1, BLOCK 6, RIVERSIDE FARMS AMENDED BLOCK 6, PURSUANT TO SECTION 3-21-1 ET. SEQ. NMSA 1978 AND SECTIONS 56-150(B) AND 56-140(I), CARLSBAD CODE OF ORDINANCES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO, that:

The official zoning map of the City is hereby amended to establish "R-R" Rural Residential District for an approximately 0.47 acre property, located at 510 E. Wood Ave., Carlsbad, NM, legally described as:

LOT 1, BLOCK 6, RIVERSIDE FARMS AMENDED BLOCK 6

INTRODUCED, PASSED, ADOPTED AND APPROVED this 24th day of May, 2016.

DALE JANWAY, MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 2016-____

AN ORDINANCE REZONING PART OF "R-1" RESIDENTIAL DISTRICT TO "C-2" COMMERCIAL DISTRICT FOR AN APPROXIMATELY 2.36 ACRE PROPERTY, LOCATED TO THE EAST OF SAN JOSE BOULEVARD, LEGALLY DESCRIBED AS LOTS 5-21, BLOCK 1, SOUTHRIDGE SUBDIVISION, AND LOTS 12-22, BLOCK 2, SOUTHRIDGE SUBDIVISION, PURSUANT TO SECTION 3-21-1 ET. SEQ. NMSA 1978 AND SECTIONS 56-150(B) AND 56-140(I), CARLSBAD CODE OF ORDINANCES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO, that:

The official zoning map of the City is hereby amended to rezone part of "R-1" Residential District to "C-2" Commercial District, for an approximately 2.36 acre property, located to the east of San Jose Blvd., Carlsbad, NM, legally described as:

LOTS 5-21, BLOCK 1, SOUTHRIDGE SUBDIVISION, AND LOTS 12-22, BLOCK 2, SOUTHRIDGE SUBDIVISION

INTRODUCED, PASSED, ADOPTED AND APPROVED this 24th day of May, 2016.

DALE JANWAY, MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 2016- _____

AN ORDINANCE AUTHORIZING THE LEASE OF THE PROPERTY COMMONLY KNOWN AS 402 SOUTH ALAMEDA STREET, CARLSBAD, NEW MEXICO, TO THE CARLSBAD COMMUNITY KITCHEN, INC. FOR THE PROVISION OF ITS NUTRITIONAL PROGRAM SERVICES.

WHEREAS, the City of Carlsbad owns the property and improvements commonly known as 402 South Alameda Street, Carlsbad, New Mexico, as shown on Exhibit "A", and hereinafter referred to as the "Premises"; and

WHEREAS, the Premises were formerly used as the Carlsbad Juvenile Detention Center; and

WHEREAS, the Carlsbad Community Kitchen, Inc. is a New Mexico nonprofit corporation which has been addressing the nutritional needs of local low income, disabled, and hungry people for years; and

WHEREAS, in 2004, the City and the Carlsbad Community Kitchen, Inc. entered into a lease agreement pursuant to which the Carlsbad Community Kitchen, Inc. leased the Premises to use for its nutritional program; and

WHEREAS, the parties wish to lease the Premises for an additional five (5) year period; and

WHEREAS, the Premises has an appraised value of \$320,000, as shown in Exhibit "B"; and

WHEREAS, an analysis has found that the fair market rental value of the Premises is \$30,252 per year or \$2,521 per month, as shown in Exhibit "B"; and

WHEREAS, the Carlsbad Community Kitchen, Inc. has agreed to pay the appraised fair market annual rent either in cash, or by the provision of designated services, or by a combination of both cash and services; and

WHEREAS, the Governing Body of the City of Carlsbad believes it would be beneficial to the community to lease the Premises to the Carlsbad Community Kitchen, Inc. for the provision of a local nutritional program at the premises.

NOW THEREFORE, be it ordained by the Governing Body of the City of Carlsbad that:

1. The lease of the Premises, upon the terms and conditions set forth in the "Lease Agreement" incorporated herein by reference, is hereby approved.
2. The Carlsbad Community Kitchen, Inc. shall have the use of the Premises to provide its nutritional program services to local low income, disabled, and hungry people.
3. The Carlsbad Community Kitchen, Inc. shall compensate the City in an amount equal to the annual fair market rental of \$30,252 in the manner set forth in the "Lease Agreement".
4. The Mayor and City Administrator are authorized to execute all documents necessary to implement the terms of this ordinance.
5. Notice shall be published pursuant to the terms of NNMSA 1978, Sec. 3-54-1 (1999).

DONE AND APPROVED this _____ day of _____, 2016.

DALE JANWAY, MAYOR

ATTEST:

CITY CLERK

**MINUTES OF A PUBLIC HEARING IN THE MUNICIPAL BUILDING
ON MARCH 24, 2016 AT 1:30 P.M.**

IN THE MATTER OF: **BEER AND WINE LICENSE APPLICATION # 978770**

Proposed Owner & Location:

Little Italy Café, LLC
1000 S. Canyon St.
Carlsbad, NM 88220

Present:

Eileen P. Riordan, Hearing Officer
Annette Barrick, Exec. Assistant/City Clerk
Theresa Garcia
Joseph P. Walsh
Teresa Garcia (Sr)

Ms. Riordan convened the hearing at 1:30 p.m. to consider the Restaurant Beer and Wine License with on Premises Consumption only at 1000 S. Canyon Street, Carlsbad, NM. The purpose of the hearing was to approve/disapprove a Beer and Wine License.

The matter was received by the City of Carlsbad on February 26, 2016. The hearing was conducted in accordance with Section 60-6B-4 NMSA of the Liquor Control Act.

For the record, public notice was properly made on March 8, 2016 and March 22, 2016, in accordance with the applicable statutes. Persons representing the applicant were present. The proposed location is within an area where the sale of alcoholic beverages is allowed by the laws of New Mexico.

Ms. Riordan asked for comments from those present at the hearing. Mr. Walsh explained that a Beer and Wine License was issued to a previous owner when it was a different business. Ms. Riordan noted that the proposed location is within an area where the sale of alcoholic beverages is permitted. There was no opposition to the requested Beer and Wine Liquor License.

There being no further comments, the hearing was adjourned at 1:33 p.m.

Eileen P. Riordan
Hearing Officer

March 8
and 22, 2016

**NOTICE OF LIQUOR
LICENSE HEARING**

Notice is hereby given that a public hearing will be held by the City of Carlsbad, New Mexico in the Planning Room of the Municipal Building, 101 North Halagueno Street, Carlsbad, NM at 1:30 p.m. on March 24, 2016.

The purpose of the hearing will be on whether the Alcohol and Gaming Division should approve or disapprove the proposed issuance of a Restaurant Beer and Wine License, Liquor License Application # 978770.

Only questions relating to the issuance of the Restaurant License will be considered. Written comments regarding this matter may be directed to the office of the City Administrator, City of Carlsbad, 101 N. Halagueno Street, PO Box 1569, Carlsbad, New Mexico, 88220, and will be accepted until 1:30 p.m. on March 24, 2016.

Proposed Owner
and Location:
Theresa Garcia
Little Italy Café, LLC
1000 S. Canyon St.
Carlsbad, NM
88220

/s/ Steve
McCutcheon
City Administrator

**March 8
and 22, 2016**

**NOTICE OF LIQUOR
LICENSE HEARING**

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Proposed Owner

Legal Notices 152

and Location:
Theresa Garcia
Little Italy Café, LLC
1000 S. Canyon St.
Carlsbad, NM
88220

/s/ Steve
McCutcheon
City Administrator

SENDER: COMPLETE THIS SECTION

1 Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
2 Print your name and address on the reverse so that we can return the card to you.
3 Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Ms. Theresa Garcia
Little Italy Café, LLC
616 Welshire St.
Carlsbad, NM 88220



COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee

Theresa Garcia
B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

Article Number (Transfer from service label) 7014 3450 0002 0760 4997

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only**

For delivery information, visit our website at www.usps.com

Postage	\$ 4.55
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	2.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.75



Ms. Theresa Garcia
Little Italy Café, LLC
616 Welshire St.
Carlsbad, NM 88220

For Instructions



DALE JANWAY
MAYOR

Post Office Box 1569
Carlsbad, NM 88221-1569
(575) 887-1191
1-800-658-2713
www.cityofcarlsbadnm.com

STEVE MCCUTCHEON
CITY ADMINISTRATOR

March 1, 2016

CERTIFIED MAIL 7014 3490 0002 0760 4997

Ms. Theresa Garcia
Little Italy Café, LLC
616 Welshire St.
Carlsbad, NM 88220

Dear Ms. Garcia:

Attached is notice of the scheduled hearing on your application to the Alcohol and Gaming Division for issuance of a Restaurant-Beer and Wine License.

Sincerely,

Steve McCutcheon
City Administrator

SVM:jab
Attachment

COUNCILORS

Ward 1

EDDIE T. RODRIGUEZ
LISA A. ANAYA FLORES

Ward 2

SANDRA K. NUNLEY
J.R. DOPORTO

Ward 3

JASON G. SHIRLEY
WESLEY CARTER

Ward 4

JANELLE E. WHITLOCK
DICK DOSS

**Please publish on March 8, 2016 and March 22, 2016
PO #: 162005**

NOTICE OF LIQUOR LICENSE HEARING

Notice is hereby given that a public hearing will be held by the City of Carlsbad, New Mexico in the Planning Room of the Municipal Building, 101 North Halagueno Street, Carlsbad, NM at 1:30 p.m. on March 24, 2016.

The purpose of the hearing will be on whether the Alcohol and Gaming Division should approve or disapprove the proposed issuance of a Restaurant Beer and Wine License, Liquor License-Application # 978770.

Only questions relating to the issuance of the Restaurant License will be considered. Written comments regarding this matter maybe directed to the office of the City Administrator, City of Carlsbad, 101 N. Halagueno Street, PO Box 1569, Carlsbad, New Mexico, 88220, and will be accepted until 1:30 p.m. on March 24, 2016.

Proposed Owner and Location:
Theresa Garcia
Little Italy Café, LLC
1000 S. Canyon St.
Carlsbad, NM 88220

/s/ Steve McCutcheon
City Administrator



New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION

Toney Anaya Building • 2550 Cerrillos Road • Santa Fe, New Mexico 87504
PO Box 25101, Santa Fe, NM 87504-5101
(505) 476-4875 • Fax (505) 476-4595 • www.rld.state.nm.us

February 22, 2016

Certified Mail No: 9171 9690 0935 0078 6754 80

City of Carlsbad
Annette Barrick, City Clerk
P.O. Box 1569
Carlsbad, NM 88221-1569

Re: License / Appl. No. Application No. 978770
Applicant Name: Little Italy Café, LLC
Doing Business As: Little Italy Café
Proposed Location: 1000 S. Canyon
 Carlsbad, NM 88220

ATTENTION: Department or person responsible for conducting or preparing the public hearing for liquor license transfers or issuance of new liquor licenses.

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Preliminary Approval**; it is being forwarded to you in accordance with Section 60-6B-4 NMSA of the Liquor Control Act.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the inherent conflict between the new 30 day notice and the existing 45 day hearing requirement. Extensions to the 45-day hearing requirement will be granted when necessary to allow for compliance with the 30 day notice. Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include: (A) Name and address of the Applicant/Licensee; (B) The action proposed to be taken by the Alcohol and Gaming Division; and (C) The location of the licensed premises. The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. A record shall be made of the hearing.

THE APPLICANT IS SEEKING A RESTAURANT BEER AND WINE LICENSE WITH ON PREMISE CONSUMPTION ONLY.

- Susana Martinez
GOVERNOR
- Robert "Mike" Unthank
SUPERINTENDENT
- David Jablonski
DEPUTY
SUPERINTENDENT
- Diane A. Martwick
CHIEF GENERAL
COUNSEL
- Mary Kay Root
DIRECTOR

- Alcohol and Gaming Division
(505) 476-4875
- Boards and Commissions Division
(505) 476-4600
- Construction Industries Division
(505) 476-4700
- Financial Institutions Division
(505) 476-4885
- Manufactured Housing Division
(505) 476-4770
- Securities Division
(505) 476-4580
- Administrative Services Division
(505) 476-4800

Vertical stamp or text on the right margin.

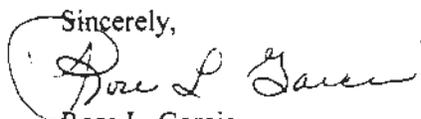
The governing body may disapprove the issuance or transfer of the license if:

- 1) The proposed location is within an area where the sale of alcoholic beverages is prohibited by the laws of New Mexico. (The governing body may disapprove if the proposed location is within 300 feet of a church or school unless the license has been located at this location prior to 1981 or unless the Applicant/Licensee has obtained a waiver from the Local Option District governing body for the proposed licensed premises).
- 2) The issuance or transfer would be in violation of a zoning or other ordinance of the governing body. The governing body may disapprove if the proposed location is not properly zoned. Because this office is in receipt of a Zoning Statement from the governing body, this is not a basis for disapproval.
- 3) The issuance would be detrimental to the public health, safety, or morals of the residents of the Local Option District. Disapproval by the governing body on public health, safety, or morals must be based on and supported by substantial evidence pertaining to the specific prospective transferee or location and a copy of the record must be submitted to the Alcohol and Gaming Division.

Within thirty (30) days after the Public Hearing, the governing body **shall** notify the Alcohol and Gaming Division as to whether the local governing body has approved or disapproved the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notice of publication(s). **If the governing body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may give Final Approval to the issuance or transfer of the license.**

If the governing body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcohol and Gaming Division with the notice of disapproval (Page 1 of the Application page noting disapproval).

Sincerely,



Rose L. Garcia
Hearing Officer
NM Regulation & Licensing Dept.
Alcohol & Gaming Division
Phone: 505-476-4552
Fax: 505-476-4595
Email: rosel.garcia@state.nm.us

Encls: Original Page 1 of Liquor License Application
Copy of page 2 Premises, Location, ownership & Description of Premises
Floor Plan



10/16/15
 200
 1766236
RECEIVED Page 1
 Rev. 08/13

011 6 05

LIQUOR LICENSE APPLICATION

Application fee - \$200.00 Fees are non-refundable.

ALCOHOL & GAMING DIVISION

State Liquor License # _____
 Application Number 978770
 Local option (AGD use) _____

Record Owner of Existing License _____
 Current D/B/A Name _____
 Current Premises Address _____

Application is for: Change of Stock _____ Change of Officers/Directors _____ Transfer Ownership of Existing License _____ Transfer Ownership and Location _____ Transfer Location _____ Other _____
 Issue New License Type of License being applied for Restaurant (Beer & Wine)

Applicant is: Individual _____ Corporation _____ Partnership (General or Limited) _____ Limited Liability Company

NAME OF APPLICANT (company or individual) Little Italy Cafe' LLC ADDRESS (including city, state, zip) 1000 S Canyon St Carlsbad NM, 88220 TELEPHONE NUMBER (575) 628-0190
Theresa Garcia home 666 Welshire St Carlsbad NM 88220 (575) 885-3663
 D/B/A name to be used: Little Italy Cafe' Phone number for licensed premises: (575) 628-0190

Physical location where license is to be used: 1000 S Canyon St Carlsbad NM 88220
 (Include street number / highway number / state road, city and county, state, and zip code)

Mailing address: 666 Welshire St Carlsbad NM 88220

Are alcoholic beverages currently being dispensed at the proposed location? Yes _____ No If yes, give license number and type _____

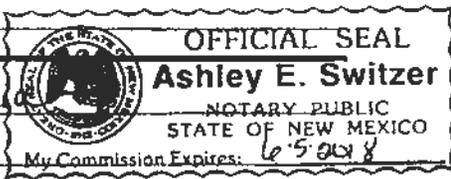
I, (print name) Theresa Garcia, as (title) owner being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form in the presence of a notary public.

Signature of Applicant Theresa Garcia Date 9/11/15

SUBSCRIBED AND SWORN TO before me this 1ST day of September, 20 15 by Theresa Garcia

Notary Public Ashley E. Switzer My Commission Expires 6-5-2018



Local Governing Body of: _____ (City or County). Hearing held on _____ 20 _____

Check one: Approved _____ Disapproved _____ City/County Official _____ (Signature & Title)

For Alcohol and Gaming Division Use Only

Approved _____ Disapproved _____ Director Approval _____ Date _____



PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION
 SS-60-6B-10

1. The land and building which is proposed to be the licensed premises is (check one):

Owned by Applicant _____ Leased by Applicant (attach copy of deed or lease) Other (provide details) _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s) R. A. Mickens

B. Date and term of lease 7/3/15 - 2 years

3. Premises location is zoned (example C-1) I INDUSTRIAL DISTRICT
 If the premises is zoned, attach zoning statement from local government giving location address and type of zone, stating whether alcoholic beverages are allowed at proposed location. If there is no zoning, attach confirmation from local government indicating there is no zoning.

4. Distance from nearest church *(Property line of church to licensed premises—shortest distance).

Miles/feet 1000' Name of church San Jose Address/location of church 1002 De Baca St Carlsbad NM, 88201

5. Distance from nearest school *(Property line of school to licensed premises—shortest distance).

Miles/feet 1582' Name of school Crest Elementary School Address/location of school 406 W Lea St Carlsbad NM 88220

6. Distance from military installation *(Property line of military installation to licensed premises-shortest distance.)

Miles 1.58 miles Name of Military Installation, circle one: Kirtland Air Force Base (Albuquerque), ²³⁰White Sands Missile Range (Las Cruces), ^{230 miles}Holloman Air Force Base (Alamogordo), ^{17 1/2 miles}Cannon Air Force Base (Clovis).

7. Attach, on a separate sheet, the detailed floor plan for each level (floor) where alcoholic beverages will be sold or consumed. Show exterior walls, doors, and interior walls. This will be the licensed premises. The floor plan should be no larger than 8 1/2 x 11 inches, and must include the total square footage of premises.

*If the distance is beyond 300 feet, but less than 400 feet, a registered engineer or licensed surveyor must complete a Survey Certificate showing the exact distance.

8. Type of Operation:

Lounge _____ Restaurant Package Grocery _____ Racetrack _____ Hotel _____ Other (specify) _____

RECEIVED
 OCT 16 2015
 1005 10 16 2015 10:00 AM



DALE JANWAY

Mayor

Post Office Box 1569
Carlsbad, NM 88221-1569
(505) 887-1191
1-800-658-2713
www.cityofcarlsbadnm.com

STEVE V. MCCUTCHEON

City Administrator

September 1, 2015

ZONING DISTRICT DETERMINATION

Property Address: 1000 S. Canyon St. Carlsbad, NM 88220
Business Name: Little Italy Cafe
Property Owner: Mickens Union Bus Depot Inc.
Owner Address: 1014 N. 8th St. Carlsbad, NM 88220
Zoning District: "I" Industrial

The proposed restaurant is a legal non-conforming use in "I" Industrial district. Alcohol sales, is an allowed use within the "I" Industrial district. For additional uses allowed in this zoning district and development restrictions please refer to Carlsbad Code of Ordinances, Chapter 56. The Code of Ordinances can be found by visiting the City's webpage at www.cityofcarlsbadnm.com and then by clicking on the Planning, Engineering and Regulation Department's link.

Jeff Patterson
Director of Planning, Engineering, and Regulation

RECEIVED
OCT 16 2015

COUNCILORS

Ward 1	Ward 2	Ward 3	Ward 4
EDDIE RODRIGUEZ	SANDRA K. NUNLEY	JASON G. SHIRLEY	JANELL E. WHITLOCK
LISA A. ANAYA FLORES	J.R. DOPORTO	WESLEY CARTER	DICK DOSS



Annette Barrick <jabarrick@cityofcarlsbadnm.com>

Extension Request-Little Italy Cafe, LLC, No. 978770

2 messages

Annette Barrick <jabarrick@cityofcarlsbadnm.com>

Mon, Feb 29, 2016 at 11:28 AM

To: MaryKay.Root@state.nm.us

Dear Ms. Root:

On Feb. 26, 2016, the City of Carlsbad received Application No. 978770 for a Restaurant Beer and Wine License with on premise consumption only. The Governing Body of the City of Carlsbad meets Monthly, each second and fourth Tuesday. The timeline for this application will expire on April 11, 2016. I will publish Notice of the Hearing; twice, once on March 8, 2016 and again on March 22, 2016 to meet the 30 day requirement. The Hearing will be held on March 25, 2016 and the next regular scheduled City Council meeting will be April 12, 2016.

I respectfully request an extension of the 45 day hearing requirements. Upon approval by the Governing Body, on April 12, 2016, I will forward the original application and required documents to your office for final review and approval.

Please let me know if you approve of the requested extension.

Thank you for your consideration

--

Annette Barrick
City Clerk, CMC/Exec. Assistant
City of Carlsbad
PO Box 1569
Carlsbad, NM 88221-1569
575-234-7954

Root, MaryKay, RLD <MaryKay.Root@state.nm.us>
To: Annette Barrick <jabarrick@cityofcarlsbadnm.com>

Tue, Mar 1, 2016 at 11:23 AM

Good morning Ms. Barrick,

Your request for an extension is granted. Please proceed as you described below. Thank you so much for your email -- I appreciate all that you do as local governing bodies. Please also feel free to call me directly anytime with any questions that you may have.

Cordially,

Mary Kay

Mary Kay Root, Esq.

Director, Alcohol & Gaming Division

New Mexico Regulation & Licensing Department

Toney Anaya Building

2550 Cerrillos Road

Santa Fe, NM 87505

(505) 476-4550

From: Annette Barrick [mailto:jabarrick@cityofcarlsbadnm.com]

Sent: Monday, February 29, 2016 11:29 AM

To: Root, MaryKay, RLD

Subject: Extension Request-Little Italy Cafe, LLC, No. 978770

[Quoted text hidden]

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 12 April 2016

DEPARTMENT: Legal	BY: E. Riordan 	DATE: 28 March 2016
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SUBJECT: Consider approval of a resolution which would amend Resolution No. 2014-23 to extend the deadline for CVS Pharmacy, Inc. to have its property in the 300 block of West Church developed and operating as a retail store

BACKGROUND, ANALYSIS AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)

CVS Pharmacy, Inc. acquired a property in the 300 block of West Church Street. It intends to place a CVS Pharmacy retail store at that location. The store will include a liquor department. The property is within 300 feet of both Immanuel Lutheran Church at 901 North Halagueno and Jefferson Montessori School at 500 West Church Street. Due to its proximity to the church and school, the New Mexico Alcohol and Gaming Division requires the City to grant CVS a waiver of its minimum distance requirements.

In 2014, CVS asked the City to consider granting the waiver prior to the construction of the store. The City adopted Resolution No. 2014-23 during the Council meeting on May 13, 2014. That resolution approved the waiver and required CVS to have the property developed and operating as a retail CVS pharmacy by May 13, 2016. At the time Resolution No. 2014-23 was adopted, CVS believed that two years would be ample time to complete construction.

Before construction could begin, a significant amount of site work was required. It included remediation due to fuel storage and the relocation of several utilities. One utility did not begin its relocation until just recently. Although construction has begun, it will not be completed by May of this year.

Linda Aikin, attorney for CVS's liquor licensing, has asked that the City extend the deadline for eighteen (18) months, to November 13, 2017. CVS is confident it can complete the project in that time and have the retail store in operation. Ms. Aikin wrote New Mexico Alcohol and Gaming Division and asked if the City's agreement to extend the deadline would be sufficient. Mary Kay Root, Director of the Alcohol and Gaming Division, said that they would honor any extension granted by the City. The e-mail correspondence between Ms. Aikin and Ms. Root is attached.

DEPARTMENT RECOMMENDATION:
Approve proposed resolution

BOARD/COMMISSION/COMMITTEE ACTION:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> P & Z | <input type="checkbox"/> Lodgers Tax Board | <input type="checkbox"/> Cemetery Board | } <input type="checkbox"/> APPROVED |
| <input type="checkbox"/> Museum Board | <input type="checkbox"/> San Jose Board | <input type="checkbox"/> Water Board | |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> North Mesa Board | <input type="checkbox"/> _____ Committee | } <input type="checkbox"/> DISAPPROVED |

Reviewed by:

City Administrator



Date:

4-1-16

ATTACHMENT(S):

- Proposed Resolution amending Resolution No. 2014-23
- Resolution No. 2014-23
- Letter from Linda Aikin, dated March 17, 2016, with enclosure

RESOLUTION NO. 2016- _____

A RESOLUTION AMENDING RESOLUTION NO. 2014-23 WHICH APPROVED THE REQUEST BY CVS PHARMACY, INC. FOR A WAIVER OF THE MINIMUM DISTANCE REQUIREMENTS BETWEEN A SCHOOL AND A PROPOSED LIQUOR LICENSE AND A CHURCH AND THE PROPOSED LIQUOR LICENSE FOR THE PROPERTY IN THE 300 BLOCK OF WEST CHURCH STREET ON THE NORTH SIDE OF THE STREET.

WHEREAS, CVS Pharmacy, Inc. (hereinafter "CVS") is in the process of developing the property on the north side of the 300 Block of West Church Street as a pharmacy and retail store to include package liquor sales; and

WHEREAS, the Property is within 300 feet of Immanuel Lutheran Church at 901 North Halagueno and Jefferson Montessori School at 500 West Church Street; and

WHEREAS, in 2014, the City of Carlsbad received a request from CVS for a wavier of the minimum distance requirements regarding Immanuel Lutheran Church and Jefferson Montessori School; and

WHEREAS, CVS asked the City to consider the waiver prior to CVS applying to the New Mexico Alcohol and Gaming Division for approval to place a liquor license at the Property; and

WHEREAS, at the meeting on May 13, 2014, the Carlsbad City Council adopted Resolution No. 2014-23 approving that waiver; and

WHEREAS, that resolution required CVS to develop the Property and have it operating as a retail CVS pharmacy by May 13, 2016, two years after Council's approval; and

WHEREAS, due to the delay by another company in its relocation of lines located on the Property, CVS's development of the Property was delayed to the extent that it will not be able to have a retail establishment constructed by the May 13, 2016, deadline; and

WHEREAS, CVS has requested that the City extend the deadline eighteen (18) months to November 13, 2017; and

WHEREAS, counsel for CVS contacted the New Mexico Alcohol and Gaming Division, and it has agreed to honor an extension in time granted by the City.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CARLSBAD, COUNTY OF EDDY, STATE OF NEW MEXICO, THAT:

The requirement in Resolution No. 2014-23 that CVS have the Property developed and operating as a retail CVS pharmacy by May 13, 2016, is extended to November 13, 2017. The remaining conditions set forth in Resolution No. 2014-23 are unchanged.

Failure to meet any of the conditions shall be grounds for the termination of this waiver.

INTRODUCED, PASSED, ADOPTED, AND APPROVED this __ day of _____ 2016.

DALE JANWAY, MAYOR

ATTESTED:

CITY CLERK

RESOLUTION NO. 2014-23

A RESOLUTION REGARDING A REQUEST FOR A WAIVER OF MINIMUM DISTANCE REQUIREMENTS BETWEEN A SCHOOL AND A PROPOSED LIQUOR LICENSE AND A CHURCH AND THE PROPOSED LIQUOR LICENSE FOR THE PROPERTY IN THE 300 BLOCK OF WEST CHURCH STREET ON THE NORTH SIDE OF THE STREET.

WHEREAS, CVS Pharmacy, Inc. (hereinafter "CVS") wishes to develop the property on the north side of the 300 Block of West Church Street and as shown on the attached Exhibit "A" (hereinafter the "Property") as a pharmacy; and

WHEREAS, as part of its operations, the pharmacy would have package liquor sales; and

WHEREAS, the Property is within 300 feet of Immanuel Lutheran Church at 901 North Halagueno and Jefferson Montessori School at 500 West Church Street; and

WHEREAS, the City of Carlsbad received a request from CVS for a wavier of the distance requirements regarding Immanuel Lutheran Church and Jefferson Montessori School; and

WHEREAS, CVS asked the City to consider the waiver prior to CVS applying to the New Mexico Alcohol and Gaming Division for approval to place a liquor license at the Property; and

WHEREAS, on April 6 and again on April 13, 2014, notice of a public hearing on the request was published in the Carlsbad *Current-Argus*; and

WHEREAS, the City held the public hearing CVS's waiver request on April 21, 2014; and

WHEREAS, the request came before the Carlsbad City Council on May 13, 2014, for its consideration.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CARLSBAD, COUNTY OF EDDY, STATE OF NEW MEXICO, THAT:

The waiver of the minimum distance requirements between the Property and Immanuel Lutheran Church at 901 North Halagueno Street and Jefferson Montessori School at 500 West Church Street is approved upon the following conditions:

1. The waiver is only for the Property described herein and shown on Exhibit "A".
2. The waiver is only for the Applicant, CVS.

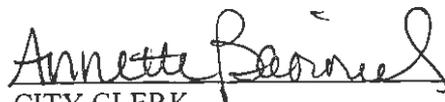
3. The waiver is only for the sale of alcohol by the package.
4. CVS must obtain all necessary approvals and licenses from the State of New Mexico.
5. The Property must be developed and operating as a retail CVS pharmacy by May 13, 2016.

Failure to meet any of these conditions shall be grounds for the termination of this waiver.

INTRODUCED, PASSED, ADOPTED, AND APPROVED this 13th day of May 2014.


DALE JANWAY, MAYOR

ATTESTED:

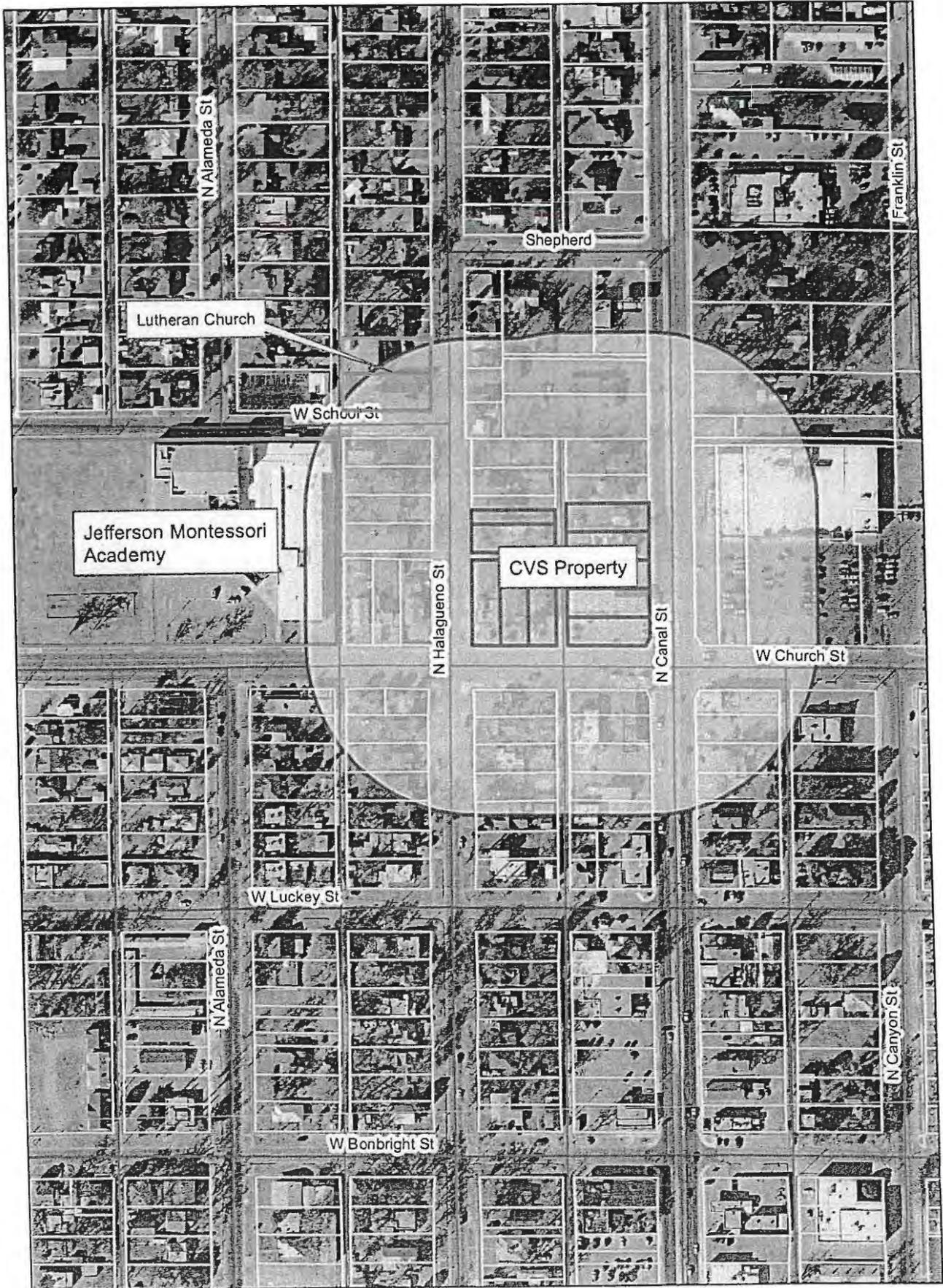

CITY CLERK



Property Parcels

CVS 300' Buffer

 CVS 300' Buffer



0 50 100 200 300 400 Feet



CITY OF CARLSBAD
PLANNING, ENGINEERING AND
REGULATION DEPARTMENT
3/7/2014

LINDA L. AIKIN
LAWYER
530B Harkle Road
SANTA FE, NEW MEXICO 87505
(505) 982-6224
FAX: (505) 982-0352
E-Mail lla@cybermesa.com

March 17, 2016

Via Facsimile and Regular Mail

Eileen Riordan, Esq.
City Attorney
City of Carlsbad
P. O. Box 1569
Carlsbad, New Mexico 88221

Re: Liquor License; CVS Pharmacy, Inc., 803 North Canal, Carlsbad; Waiver Resolution 2014-23

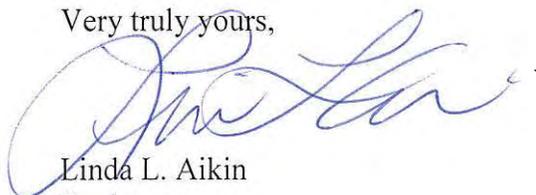
Dear Ms. Riordan:

In 2014, the Carlsbad City Council granted a waiver of the 300 foot distance requirement from Immanuel Lutheran Church and Jefferson Montessori School for the sale of package alcoholic beverages at the CVS Pharmacy to be located at 803 North Canal Street. Pursuant to City of Carlsbad Waiver Resolution No. 2014-13, CVS Pharmacy, Inc. ("CVS") was required to complete development of the CVS Pharmacy store and start operating on or before May 13, 2016. At the time that the Carlsbad City Council considered the request of CVS for a waiver of the 300 foot distance requirement in 2014, the two year period of time to complete development and start operating the CVS store seemed sufficient. However, CVS will not be able to complete construction prior to May 13, 2016.

Unfortunately, CVS encountered a delay caused by the failure of a company to relocate lines located under the property in a timely manner. CVS has been assured that relocation of the lines or rerouting of service provided by the underground lines will be complete within a few weeks, which would allow construction of the CVS store to begin. A year extension of Waiver Resolution No. 2014-23 should provide CVS time to complete, and start operation of, the store. In order to provide a cushion for the possibility of further unforeseen delays, CVS requests an extension of Waiver Resolution 2014-23 for eighteen (18) months. An extension of eighteen (18) months would give CVS until November 13, 2017 to complete the project.

In order to let the New Mexico Alcohol and Gaming Division ("AGD") know of CVS' efforts to extend the time limit in Waiver Resolution 2014-23, I sent Mary Kay Root, director of the AGD, the enclosed email. As you can see, Ms. Root responded that she would honor any extension granted by the City of Carlsbad. Please let me know if you need any further information to present this request to the Carlsbad City Council.

Very truly yours,



Linda L. Aikin
Enclosure

Linda Aikin

From: Root, MaryKay, RLD <MaryKay.Root@state.nm.us>
Sent: Thursday, March 17, 2016 1:58 PM
To: Linda Aikin
Subject: RE: Carlsbad CVS

Good afternoon Ms. Aikin,

The State of NM will honor any extension of the waiver resolution granted by the City of Carlsbad for CVS Pharmacy to be located at 803 N. Canal. Please extend my greetings to Ms. Riordan – we were both in private practice in Carlsbad many years ago. Thank you.

Mary Kay

Mary Kay Root, Esq.
Director, Alcohol & Gaming Division
New Mexico Regulation & Licensing Department
Toney Anaya Building
2550 Cerrillos Road
Santa Fe, NM 87505
(505) 476-4550

From: Linda Aikin [mailto:lla@cybermesa.com]
Sent: Thursday, March 17, 2016 10:59 AM
To: Root, MaryKay, RLD
Subject: Carlsbad CVS

Dear Director Root:

Liquor License No. 0045 was issued to CVS Pharmacy, Inc. for use at 803 North Canal in Carlsbad, based on a waiver of the 300 foot distance requirement granted by the City of Carlsbad. The waiver resolution, copy attached, required CVS to complete and start operating the store by May 13, 2016.

The CVS store is not complete and will not be operating on or before May 13, 2016. A cable and/ or telephone company has not completed relocation of its underground lines on the property where the CVS store will be built. CVS has been assured that the lines will be moved or rerouted in the next few weeks.

I have been in contact with Eileen Riordan, the city attorney for the City of Carlsbad, and informed her that CVS will be requesting an extension of the time provided in the waiver for completion of construction of the CVS store. Although CVS feels comfortable that the project can be completed with an extension of a year, CVS will request an extension of eighteen (18) months to provide a cushion for any further unexpected delays.

CVS would like to assure the City of Carlsbad that the New Mexico Alcohol and Gaming Division of the Regulation and Licensing Department will honor any extension of the waiver resolution that the City of Carlsbad grants. If you could confirm the Division's agreement to honor any extension of the waiver that the City of Carlsbad grants, I would appreciate it.

Linda L. Aikin
530B Harkle Road
Santa Fe, NM 87505

RESOLUTION NO. 2016-_____

WHEREAS, the attached lists of materials, equipment, and supplies are considered surplus and nonessential for municipal purposes; and

WHEREAS, it is to the City's advantage to dispose of those things listed; and

WHEREAS, the State regulations allow for such disposal of public property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CARLSBAD, NEW MEXICO that the items listed on the attached pages and incorporated herein are declared unusable and obsolete and that said items be disposed of by public sale or as otherwise provided by law.

APPROVED, PASSED, AND ADOPTED this ____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

FIRST VERIFICATION (Prior to Actual Disposal)

Each of the below-signed officials of the City of Carlsbad, New Mexico do hereby verify that, upon information and belief, the attached document is a list of tangible personal property belonging to the City of Carlsbad, such property has a value of five thousand dollars (\$5,000.00) or less, such property is worn-out, unusable, or obsolete to the extent that it is no longer economical or safe for continued use by the City of Carlsbad, and each official approves of the disposition of such property as provided by law.

Tom Carlson
Tom Carlson, Director of Public Works

Luis R. Camero
Luis R. Camero, Director of Utilities

Richard D. Lopez
Richard D. Lopez, Fire Chief

Kent Waller
Kent Waller, Police Chief



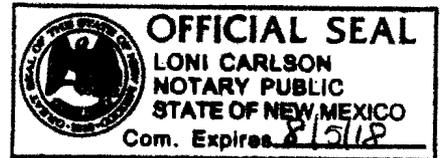
OFFICIAL SEAL
MELINDA A. ROUNTREE
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 9/24/19

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

Signed and sworn to me this 6th day of April, 2016, by Tom Carlson, Director of Public Works.

My commission expires: 9/24/19 [Signature]
Notary Public

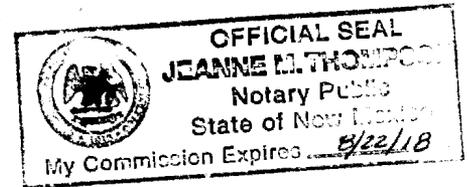
STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)



Signed and sworn to me this 4th day of April, 2016, by Luis R. Camero, Director of Utilities.

My commission expires: 8/5/18 [Signature]
Notary Public

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)



Signed and sworn to me this 29th day of March, 2016, by Richard D. Lopez, Fire Chief.

My commission expires: 8/22/18 [Signature]
Notary Public

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

Signed and sworn to me this 6th day of April, 2016, by Kent Waller, Chief of Police.

My commission expires: 9/23/18 [Signature]
Notary Public

**No document for this
Agenda Item**

**No document for this
Agenda Item**

ECONOMIC INDICATORS
Planning, Engineering, & Regulation Department
MARCH 2016

NEW BUSINESS REGISTRATIONS			
MONTH	14-15 FISCAL YEAR	15-16 FISCAL YEAR	% CHANGE
July	30	35	+17%
August	33	31	-6%
September	23	34	+48%
October	36	25	-31%
November	21	27	+29%
December	25	17	-32%
January	33	31	-6%
February	25	47	+88%
March	53	39	-26%
April	40		
May	39		
June	35		
Year to Date	393	286	

NUMBER OF BUILDING PERMITS			
MONTH	14-15 FISCAL YEAR	15-16 FISCAL YEAR	% CHANGE
July	470	370	-21%
August	340	264	-22%
September	248	319	+29%
October	265	205	-23%
November	219	178	-19%
December	272	132	-51%
January	268	162	-40%
February	263	198	-25%
March	246	213	-13%
April	296		
May	336		
June	387		
Year to Date	3,610	2,041	

VALUATION OF BUILDING PERMITS			
MONTH	14-15 FISCAL YEAR	15-16 FISCAL YEAR	% CHANGE
July	\$ 6,124,408	\$ 3,089,789	-50%
August	4,959,752	11,956,107	+141%
September	2,902,896	3,851,413	+33%
October	3,829,060	2,603,480	-32%
November	8,683,603	2,543,927	-71%
December	4,576,302	3,171,532	-31%
January	9,838,506	1,830,155	-81%
February	4,477,983	3,819,281	-15%
March	4,537,478	5,512,197	+21%
April	10,049,898		
May	4,514,039		
June	4,675,419		
Year to Date	\$69,169,344	\$38,377,881	



P.O.Box 302•124 N. Canyon•
Carlsbad, NM•88220

Office: 575-628-3768•
Fax: 575-628-3778

February 1, 2016

Mr. Steve McCutcheon
City Administrator
City of Carlsbad
P.O. Box 1569
Carlsbad, NM 88221

Dear Mr. McCutcheon:

The following report is submitted to the City of Carlsbad to provide an update on the progress and status of the Carlsbad MainStreet Project for February 2016, per the Downtown Revitalization Services Contract. With this report, MainStreet is enclosing an invoice requesting the October monthly allocation from the City of Carlsbad in the amount of \$5,071.66 based on the total annual services contract of \$60,860.

Meeting with New Mexico MainStreet January 26 2016

- New Mexico MainStreet came for a site visit on **January 26, 2016**. They requested to meet with the Mayor, City administrators, multiple city council members and other partners. As well as Carlsbad MainStreets board of Directors and Executive Director. The meetings were in the Library Annex and began with the MainStreet director at 1:15, the board of directors at 2:00 then the city partners at 3:30. I am proud to say New Mexico MainStreet's organizers Daniel Gutierrez and Eduardo Martinez were very impressed with the support that was given by the city partners, the MainStreet board and Executive director. A formal report will be sent to the MainStreet office by the end of February.
- *Waiting to receive the formal report*

Meetings/Training required by New Mexico Main Street (NMMS) to become a Certified MainStreet Executive Director:

- September 10, Albuquerque, Time Management (attended)
- September 11, Albuquerque, Grant Writing part I (attended)
- October 2, Albuquerque, Grant Writing part II (attended)
- November 2, Albuquerque, Grant Writing part III (attended)
- November 4-6, Santa Fe, Building Creative Communities Conference (attended)
- December 4, Albuquerque, Grant Writing Institute part IV (attended)
- January 14, Albuquerque, Developing a strategic fundraising plan from start to finish part I (attended)
- February 10-12, Santa Fe, NMMS Winter Leadership Network Meeting (attended)
- March 3, Albuquerque, Developing a strategic fundraising plan from start to finish part II



P.O.Box 302-124 N. Canyon
Carlsbad, NM-88220

Office: 575-628-3768
Fax: 575-628-3778

- April 14, Albuquerque, Developing a strategic fundraising plan from start to finish part III
- May 23-25, Milwaukee, WI, National MainStreet Conference

Executive Director Boards and Committees: In addition to MainStreet activities, the Carlsbad MainStreet Executive Director serves on the following boards and committees related to downtown promotion and economic development and attends weekly and monthly meetings in support of their priorities and activities.

- Cavern Theater, Tourism Council, Beautification, Retirement Council, Creative Carlsbad, Positively Carlsbad, Chamber of Commerce, Rotary, School Board, City Council, FAAV

Downtown Farmers' Market

- First day of the season is June 11, 2016 at 8:00 a.m.

Special Projects

- Two downtown businesses will have façade improvements

MainStreet CavernFest

- Carlsbad MainStreet's first annual "MainStreet CavernFest" will be the opening day of Carlsbad Downtown Farmers' Market.
- All day event
- The band "Little Texas" and the band "Henningsen's" will be the feature bands
- MainStreet successfully applied for \$25,000.00 from Lodgers's Tax
- Committee meetings will be weekly

THANK YOU FOR YOUR CONTINUED SUPPORT OF CARLSBAD MAINSTREET!

Respectfully,

A handwritten signature in black ink, appearing to read "Karla Hamel", written over a faint circular stamp.

Karla Hamel, *Executive Director*
Carlsbad MainStreet

Carlsbad Chamber of Commerce Marketing & Advertising Report

Business month of March 2016

Pecos River Village Conference Center-

- Total number of monthly rentals for the business month of March was 15

Advertising and Marketing

- Spring break advertising will begin February 15th and will run through March 30th. Target markets includes Dallas Lubbock, Midland, Odessa, San Antonio, El Paso, Phoenix as well as statewide advertising in New Mexico. Print, TV, web based digital and radio will be placed in the above locations. Quarter page ad was also taken out in Texas Monthly featuring Guadalupe Mountains National Park and the Pecos River.
- Placed ½ page ad in Texas Monthly for the April issue featuring Carlsbad Caverns National Park and Guadalupe Mountains National Park
- Placed ½ page ad in the March issue of American Way Magazine (American Airlines onboard magazine publication. Ad featured the Caverns and new service from Roswell to Phoenix non stop
- Trade shows and meetings
American eagle flight reception for the inaugural flight from Phoenix to Roswell March 3rd- Attended the reception in Phoenix on March 3rd with members from the American Airlines team, Airport personal from Phoenix Sky Harbor and Lt Governor of New Mexico prior to the flight leaving for Roswell. Reception followed in Roswell upon the flight landing.
-
- Upcoming Trade show and meetings
 - Governor's Conference on tourism-Las Cruces May 15th-19th
 - Fort Bliss Travel Expo-El Paso Date to be announced for June
 - New Mexico Tourism Department regional meeting-April date to be announced