



## AGENDA

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

August 9, 2016 at 6:00 p.m.

Invocation – Pledge of Allegiance

1. Approval of Agenda
2. 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. City Personnel Report**

### **B. Purchasing:**

- 1) Consider approval to Advertise Invitation for Bids for One (1) Type 6 Wildland Fire Apparatus
- 2) Consider approval to Advertise Request for Proposals for the provision of Concession Services at the Bob Forrest Youth Sports Complex
- 3) Consider approval to Advertise Invitation for Bids for the San Jose Boulevard, Phase 4 Construction Project
- 4) Consider approval to Advertise Invitation for Bids for Resurfacing Runway 8-26
- 5) Consider approval to Accept the Final Feasibility Study and designate Alternate 4 as the preferred Alternate for the proposed bridge over Dark Canyon near Boyd/Radio Boulevard and Monterrey
- 6) Consider approval Award CES Contract to Wade Construction for the reconstruction of the Labyrinth near the intersection of Locust Lane and Mission Avenue
- 7) Consider approval to Award CES Contract to Speir Construction for the Roof Construction on the Carlsbad Municipal Library
- 8) Consider approval to Award Bid #2016-21, to DuCross Construction for the Repair of a 30 foot section of the Double Eagle Waterline

### **C. City of Carlsbad Department Monthly Reports:**

- 1) Carlsbad Municipal Court Department Monthly Report for July 2016
- 2) Planning, Engineering, Regulations Department Monthly Report for July 2016
- 3) Personnel Department Monthly Report for July, 2016
- 4) Transportation & Facilities Department Monthly Report for June, 2016

### **D. Contracts and Agreements**

- 1) Consider approval of the First Renewal and Amendment of Agreement between the City of Carlsbad and Orlando M. Garza for Grounds Maintenance and Grave Opening and Closing Services at the City of Carlsbad Cemeteries
- 2) Consider approval of Request from the Carlsbad Fire Department for the Scott Firefighter Combat Challenge
  - a. Consider an Agreement between the City of Carlsbad and the Scott Firefighter

Combat Challenge

b. Consider approval of Request for use of the North half of the Beach Parking Lot on Friday, September 30 through Sunday, October 2, 2016

3) Consider approval of NMDOT Aviation Grant, CNM-17-01, for airport maintenance improvements at the Cavern City Air Terminal

**E. Boards and Committee Appointments:**

1) Carlsbad Parks and Recreation Advisory Board: Akilah Nosakhere, 4-year term

2) Bob Forrest Youth Sports Complex Advisory Board: Shelly Tucker, Remainder of 3-year term

**F. Set Date (September 13, 2016)**

1) An Ordinance Rezoning part of "**R-2**" Residential District to "**C-2**" Commercial District for an approximately 0.22 acre property, located at 618 West Pierce Street, legally described as Lot 2, Block 181, Westfall Subdivision, pursuant to Section 3-21-1 et. seq. NMSA 1978 and Sections 56-150(B) and 56-140(I), Carlsbad Code of Ordinances

3. Consider approval of Resolution 2016-39, a Resolution declaring certain City property unusable or obsolete

4. Consider approval of Zoning Change from "C-2" Commercial District to "R-1" District for five properties on West Rose Street addressed as 118, 205, 206, 208, & 209 W. Rose Street

A. Consider approval of Ordinance No. 2016-19, an Ordinance rezoning Part of "C-2" Commercial District to "R-1" Residential District for an approximately 1.83 acre Lot, located at **118 W. Rose Street**, Legally described as Tract 66, Assessor's Plat Amended, SE ¼, SE ¼, Sec. 18, T22S, R27E, pursuant to Section 3-21-1 et. seq. NMSA 1978 and Sections 56-150(B) and 56-140(I), Carlsbad Code of Ordinances

1) Public Hearing

2) Consider Ordinance No. 2016-19

B. Consider approval of Ordinance No. 2016-20, an Ordinance Rezoning part of "**C-2**" Commercial District to "**R-1**" Residential District for an approximately .50 acre Lot, located at **205 W. Rose Street**, legally described as Block L, Lot 2, Hemler Subdivision, pursuant to Section 3-21-1 et. seq. NMSA 1978 and Sections 56-150(B) and 56-140(I), Carlsbad Code of Ordinances

1) Public Hearing

2) Consider Ordinance No. 2016-20

C. Consider approval of Ordinance No. 2016-21, an Ordinance Rezoning Part of "C-2" Commercial District to "R-1" Residential District for an approximately 0.96 acre Lot, located at **206 W. Rose Street**, Legally described as Tract 67, Assessor's Plat, Map of the E ½ of Sec. 18, T22S, R27E, Pursuant to Section 3-21-1 et. seq. NMSA 1978 and Sections 56-150(B) and 56-140(I), Carlsbad Code of Ordinances

1) Public Hearing

2) Consider Ordinance No. 2016-21

D. Consider approval of Ordinance No. 2016-22, an Ordinance Rezoning part of "C-2" Commercial District to "R-1" Residential District for an approximately 0.55 acre Lot, located at **208 W. Rose Street**, Legally described as the East half of Tract 68, in SWSE N306', W80', S to Public Highway, East to POB, Assessor's Plat of Sec. 18, T22S, R27E, pursuant to Section 3-21-1 et seq. NMSA 1978, and Sections 56-150(B) and 56-140(I), Carlsbad Code of Ordinances

- 1) Public Hearing
- 2) Consider Ordinance No. 2016-22

E. Consider approval of Ordinance No. 2016-23, an Ordinance Rezoning part of "C-2" Commercial District to "R-1" Residential District for an approximately 0.37 acre Lot, located at **209 W. Rose Street**, Legally Described as Block L, Lot 3, Hemler Subdivision, Pursuant to Section 3-21-1 et seq. NMSA 1978, and Sections 56-150(B) and 56-140(I), Carlsbad Code of Ordinances

- 1) Public Hearing
- 2) Consider Ordinance No. 2016-23

5. Council Committee Reports

6. Adjourn

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#### FOR INFORMATION ONLY

Agendas and City Council minutes are available on the City web site: [cityofcarlsbadnm.com](http://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, August 23, 2016 at 6:00 p.m.
- Regular meeting - Tuesday, September 13, 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.

CITY OF CARLSBAD  
**PERSONNEL REPORT**  
August 9, 2016

**APPOINTMENTS:**

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
S. Joshua Dorado	08/15/16	Fire	Firefighter Rookie/EMT-I

**TERMINATIONS:**

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>	<u>REASON</u>
Darby Allison	07/22/16	Water Park	Rec. Attendant, Seas.	Resigned
Hollyann Hamel	07/18/16	Water Park	Lifeguard	Resigned
S. Wyatt McNeal	07/29/16	Golf Course	Seasonal Laborer	Resigned
Jeffrey Mooney	07/31/16	Community Service	Caretaker	Retired
Tyler Plant	07/18/16	Water Park	Lifeguard	Resigned
Brittney Veilleux	07/25/16	Water Park	Lifeguard	Resigned

**INTERNAL TRANSFERS AND PROMOTIONS:**

Patsy Madrid	07/18/16	Police	Records Supervisor
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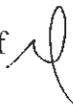
# CITY OF CARLSBAD

## RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Steve McCutcheon, City Administrator

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

**FROM:** Richard Lopez, Fire Chief 

**SUBJECT:** Recommendation for Employment

**DATE:** August 2, 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: Joshua Dorado Classification/Position: Firefighter/EMT-I

Department: Fire

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Regular | <input checked="" type="checkbox"/> Full-time | <input checked="" type="checkbox"/> Hourly \$ <u>\$ 16.55</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 type="checkbox"/> GED or equivalent |
| <input type="checkbox"/> Bachelors Degree  | _____  | _____                                      |
| <input type="checkbox"/> Masters Degree    | _____  | _____                                      |
| <input checked="" type="checkbox"/> Other  | <u>Fire Fighter I &amp; II, EMT-I, HazMat, IMS ICS 100, 200, 700 and 800 classes</u> |  |

### Employment:

Present or last Employer: City of Carlsbad Fire Dept

From Feb-15 to Jun-16 Classification: FF/Rookie/EMT-B

Duties: Firefighter and EMS

Related Experience: Joshua had worked, in a Firefighter, EMS capacity, for the Carlsbad Fire Dept. for the last 16 months.

Comments: Joshua is required to have a EMT-I License to be employed with the Carlsbad Fire Dept. He completed/passed his EMT-I test on 08/1/2016. He is a hard worker and I am requesting he be rehired, since he has met the employment requirements. I feel he is an asset to the Carlsbad Fire Dept.

CITY OF CARLSBAD

**AGENDA BRIEFING MEMORANDUM  
PURCHASING RECOMMENDATION**

Council Meeting Date: 8/9/16

<b>Department:</b> Fire	<b>BY:</b> Matt Fletcher, Purchasing Mgr.	<b>Date:</b> 8/2/16
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**SUBJECT:** Equipment  
**Description:**  
Type 6 Wildland Fire Apparatus

<b>SYNOPSIS:</b>	Qty <u>1</u>	Total Est. Cost	<u>\$ 145,000.00</u>	Total Actual Cost	_____
	Budgeted Yes	Est. City Share	<u>\$ 145,000.00</u>	Actual City Share	_____
	Account # <u>20-0200-85557</u>		<u>\$ 145,000.00</u>		
	Account # _____		_____		
	Account # _____		_____		
	Account # _____		_____		
		<b>TOTAL</b>	<u>\$ 145,000.00</u>		

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

The Carlsbad Fire Department is in need of a Wildland Fire Apparatus which will be used to fight brush fires and other types of fires that cannot be fought with conventional fire equipment.

The City has budgeted \$145,000 from the Fire Protection Fund for this purchase.

<b>Requested action to be taken by Council:</b> Advertise Invitation for Bid	<b>Council Action Taken:</b> Select one	<b>Date:</b> 8-9-2016
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**Reviewed by City Administrator:** /s/ Steve McCutcheon August 4, 2016

<b>POST BID/RFP RECOMMENDATION</b>	<b>Council Meeting Date:</b>
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<b>Requested action to be taken by Council:</b> Select one	<b>Council Action Taken:</b> Select one	<b>Date:</b>
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**ADDITIONAL INFORMATION:**  
The City requests permission to solicit sealed bids for One (1) Type 6 Wildland Fire Apparatus

**Reviewed by City Administrator:**

ATTACHMENT(S):  Specifications  Bid/RFP Summary  Other: \_\_\_\_\_

CITY OF CARLSBAD

**AGENDA BRIEFING MEMORANDUM  
PURCHASING RECOMMENDATION**

Council Meeting Date: 8/9/16

<b>Department:</b> Sports Complex (BFYSC)	<b>BY:</b> Matt Fletcher, Purchasing Mgr.	<b>Date:</b> 8/2/16
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**SUBJECT:** Services  
**Description:**  
Concessions Services at Bob Forrest Youth Sports Complex

<b>SYNOPSIS:</b>	Qty <u>1</u>	Total Est. Cost	<u>\$ 125,000.00</u>	Total Actual Cost	_____
	Budgeted Yes	Est. City Share	<u>\$ 125,000.00</u>	Actual City Share	_____
	Account # <u>29-0290-60040</u>		<u>\$ 125,000.00</u>		
	Account # _____		_____		
	Account # _____		_____		
	Account # _____		_____		
		<b>TOTAL</b>	<u>\$ 125,000.00</u>		

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

The contract with Rebecca Thompson to provide concession services at the Bob Forrest Youth Sports Complex is set to expire on October 31, 2016.

The City will need to conduct an RFP in order to solicit services and put a new contract in place beginning November 1, 2016.

<b>Requested action to be taken by Council:</b> Advertise Invitation for Request for Proposal	<b>Council Action Taken:</b> Select one	<b>Date:</b> 8-9-2016
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**Reviewed by City Administrator:** /s/ Steve McCutcheon August 4, 2016

<b>POST BID/RFP RECOMMENDATION</b>	<b>Council Meeting Date:</b>
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<b>Requested action to be taken by Council:</b> Select one	<b>Council Action Taken:</b> Select one	<b>Date:</b>
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**ADDITIONAL INFORMATION:**  
The City requests permission to solicit proposals for the provision of Concession Services at the Bob Forrest Youth Sport Complex.

**Reviewed by City Administrator:**

ATTACHMENT(S):  Specifications  Bid/RFP Summary  Other: \_\_\_\_\_

**CITY OF CARLSBAD**

**AGENDA BRIEFING MEMORANDUM  
PURCHASING RECOMMENDATION**

Council Meeting Date: **8/9/16**

<b>Department:</b> Engineering	<b>BY:</b> Jason Burns - Projects	<b>Date:</b> 8/3/16
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**SUBJECT:** Infrastructure  
**Description:**  
Advertise Invitation for Bids for the San Jose Phase 4 Construction Project

**SYNOPSIS:** Qty 1 Total Est. Cost \$ 2,000,000.00 Total Actual Cost \_\_\_\_\_  
 Budgeted Yes Est. City Share \$ 1,500,000.00 Actual City Share \_\_\_\_\_  
 Account # \_\_\_\_\_  
 Account # \_\_\_\_\_  
 Account # \_\_\_\_\_  
 Account # \_\_\_\_\_  
 TOTAL \$ 0.00

**BACKGROUND, JUSTIFICATION AND IMPACT:** (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)  
 The plans and specifications have been received and reviewed for the San Jose Phase 4 & 5 Road Project. Phase 4 termini is from National Parks Highway to Pecan St., and the termini for Phase 5 is Pecan St. to Del Rio St. The City and NMDOT has reviewed and provided comments on these plans. The City has received a \$500,000 STIP Grant (NMDOT 85.44%, City 14.56%), as well as a \$25,000 Legislative Grant which will both be applied to the Phase 4 of the project. This project entails a complete reconstruction of the ongoing San Jose Road Project.

Council consideration is requested for approval to advertise for qualified firms to submit bids for the San Jose Phase 4 Project.

<b>Requested action to be taken by Council:</b> Advertise Invitation for Bid	<b>Council Action Taken:</b> Select one	<b>Date:</b> 8-9-2016
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**Reviewed by City Administrator:** /s/ Steve McCutcheon August 4, 2016

<b>POST BID/RFP RECOMMENDATION</b>	<b>Council Meeting Date:</b>	
<b>Requested action to be taken by Council:</b> Select one	<b>Council Action Taken:</b> Select one	<b>Date:</b>
<b>ADDITIONAL INFORMATION:</b>		
<b>Reviewed by City Administrator:</b>		

ATTACHMENT(S):  Specifications  Bid/RFP Summary  Other: \_\_\_\_\_



CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

COUNCIL MEETING DATE: 8/9/16

<b>DEPARTMENT:</b> STREET DEPARTMENT	<b>BY:</b> TOM CARLSON	<b>DATE:</b> 8/4/16
<b>SUBJECT:</b> Dark Canyon Bridge Feasibility Study		
<b>SYNOPSIS, HISTORY and IMPACT</b> (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.):  <p>The final feasibility report for 4 alternates for a proposed bridge over Dark Canyon near Boyd/Radio/Monterrey is attached for your review. Please reference the four alternate plans in Attachment B.</p> <p>Alt 1 keeps Boyd as straight as possible but causes Radio traffic to go way out of their way.</p> <p>Alt 2 has a shorter bridge which drives the cost but it causes both Boyd and Radio traffic to enter into a small residential street and out of their way.</p> <p>Alt 3 straightens out Radio but causes Boyd traffic to go out of their way.</p> <p>Alt 4 is recommended. It smooths out Radio and doesn't divert Boyd too much. The bridge is cost effective and there is only one bridge over CID. The bridge over CID is combined with the bridge over Hackberry Draw. This alternate would work well with our plans to allow for more trucks on Standpipe, Radio, and Boyd.</p> <p>The preliminary cost for Alt 4 is \$5,630,000 plus real estate purchases.</p>		
<b>DEPARTMENT RECOMMENDATION:</b>  Accept the Final Feasibility Study and designate Alternate 4 as the preferred alternate.		
<b>BOARD/COMMISSION/COMMITTEE ACTION:</b>  <input type="checkbox"/> P & Z <input type="checkbox"/> Lodgers Tax Board <input type="checkbox"/> Cemetery Board <input type="checkbox"/> APPROVED <input type="checkbox"/> Museum <input type="checkbox"/> San Jose Board <input type="checkbox"/> Water Board <input type="checkbox"/> DISAPPROVED <input type="checkbox"/> Library Board <input type="checkbox"/> N. Mesa Board <input type="checkbox"/> _____ Committee		
Reviewed by City Administrator: <u>      /s/ Steve McCutcheon      </u> Date: <u>      August 4, 2016      </u>		

ATTACHMENTS: Dark Canyon Bridge Feasibility Study & Preliminary Engineering Report January 2016

**DARK CANYON FEASIBILITY  
&  
PRELIMINARY ENGINEERING  
REPORT  
JANUARY 2016**

**FOR  
CITY OF CARLSBAD  
PREPARED BY  
SOUDER, MILLER & ASSOCIATES  
IN ASSOCIATION WITH  
QPEC**



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## APPENDICES

**QPEC Bridge Feasibility Study**

**Boyd Drive Alternate Alignments (1,2,3 and 4)**

**Roadway Construction Cost Estimates**

**Exhibit 1: Dark Canyon HEC-RAS Model**

**Exhibit 2: Base Flood Elevations for crossings at Boyd Drive**

**Figure 1: Plan View of Crossing Locations**

**FEMA Flood Insurance Rate Map**

**Summary of Discharges from NOAA**

## I. INTRODUCTION

### A. Project Description

Dark Canyon is a 26 mile long drainage basin originating in the Guadalupe Mountains west of Carlsbad, New Mexico. This basin collects stormwater over an area of 451 square miles. Souder Miller and Associates (SMA) has assessed 2 roadway crossings of Dark Canyon in Carlsbad. The first is the crossing at Radio Boulevard and Boyd Drive. The second is at the San Jose Blvd. low water crossing. Quiroga Pfeiffer Engineering Corporation (QPEC) provided preliminary structural evaluation of bridge alternatives for cost comparatives at each location.

- **Radio Blvd./Boyd Drive crossing Dark Canyon**

SMA conducted preliminary evaluations of several alignments at this location. This report includes 4 alignment alternates that were taken to the preliminary evaluation with construction cost estimates on 3 of the alternates. Alternate 1 was not evaluated for the bridge cost due to the extreme skew (45 degrees) that would have to be constructed. This skew would result in an increase in the length of the piers and abutments from 47 to 67 feet. This would cause a significant increase in cost. Future maintenance due to expansion and contraction on such a skew was also a concern that made that Alternate undesirable.

All alignments evaluated for this crossing will involve the Carlsbad Irrigation District (CID) Canal. The canal crossings have been estimated at \$750,000.00 for comparison. The Boyd Drive crossing will also need to address drainage flows from Hackberry Draw. Estimates include \$500,000.00 for construction of a large box culvert in Hackberry Draw. These costs are included in the estimates in Section VI.

- **San Jose Blvd. crossing Dark Canyon**

Evaluations of bridges on the existing alignment at San Jose Blvd. included an analysis of 3 different span lengths to determine the most cost effective and functional span length for this crossing. All of these alternates will be on the existing alignment and include removal of the existing CBC structure, slope paving and erosion control.

### B. Project Purpose and Need

The **Purpose** of this study is to identify the most economical location for construction of a new bridge across Dark Canyon. A new bridge would provide an alternate crossing for the citizens of Carlsbad and Eddy County when flood waters inundate the crossings at Radio Blvd./Boyd Drive and San Jose Blvd. Current conditions at the Radio Blvd./Boyd Drive crossing require closing of the roadway during any



storm event resulting in stormwater flowing in Dark Canyon. The crossing at San Jose Blvd. is still traversable until flood waters exceed 5-year storm events.

The **Need** for the project is when the crossings are closed during major storm events, the only Dark Canyon crossing west of the Pecos River is on South Canal Street. There is concern if something were to happen closing the South Canal crossing, there would be no route for emergency response to southwest Carlsbad during major storm events.

### C. Design Standards

All criteria for this study was done in compliance with New Mexico State Department of Transportation (NMDOT) and Federal Highway Administration standards (FHWA).

## II. UTILITY ENGINEERING

### A. Utility Engineering Summary

SMA has identified the following utilities/facilities which may be impacted by construction:

Boyd Drive location

- Possible waterline at Boyd Drive
- CID Canal Syphon under Dark Canyon

San Jose Blvd.

- 30" Water Transmission Line
- Gas Lines
- Telephone (PVT and Windstream)
- City Water Distribution Lines

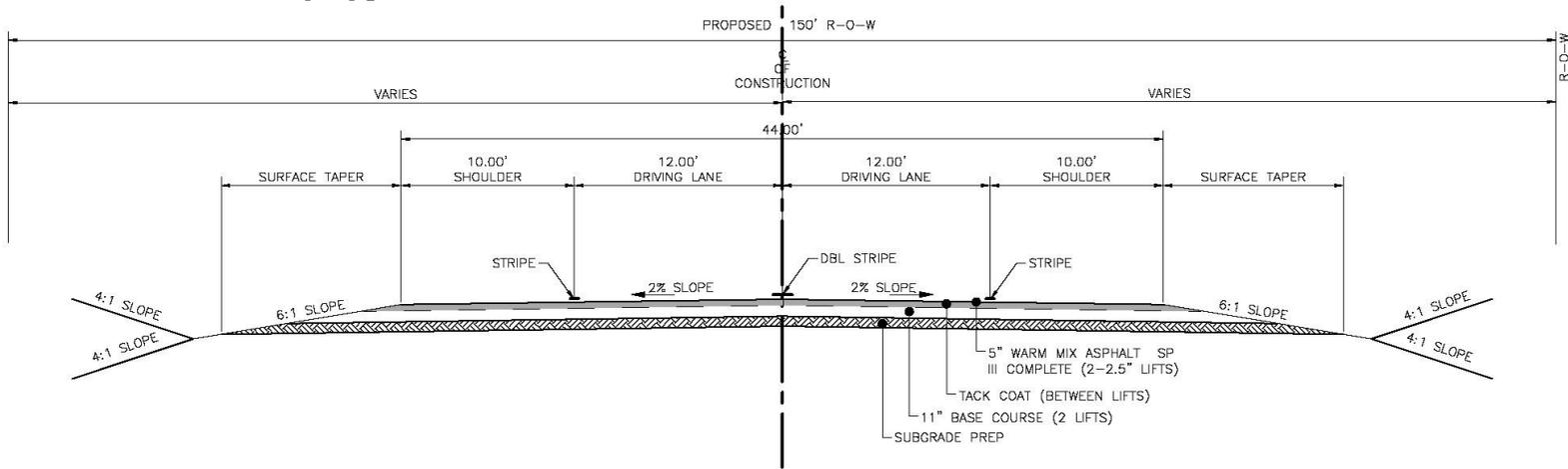
## III. ROADWAY ENGINEERING

### A. Pavement Recommendation Summary

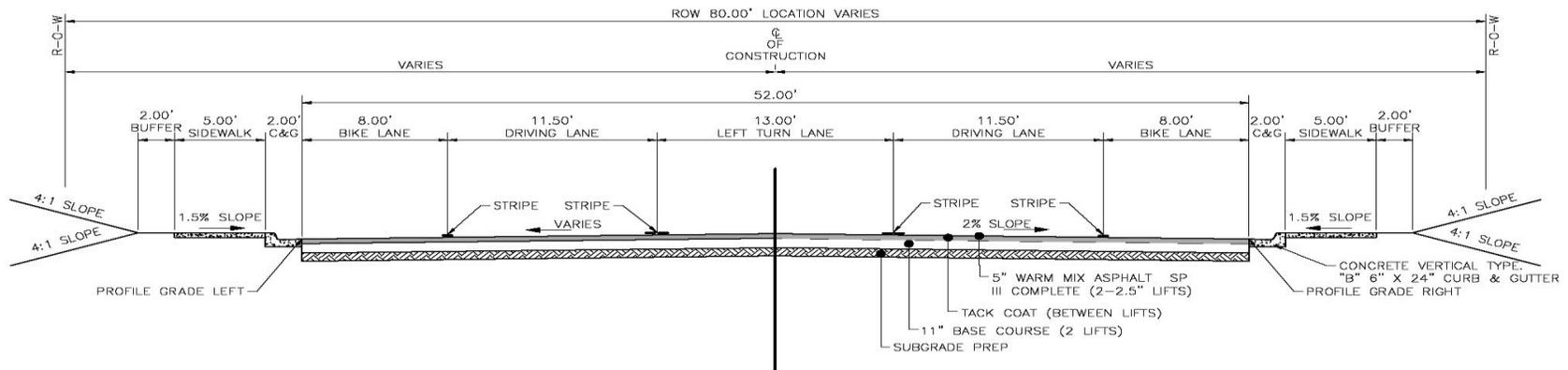
The scope of this project did not include a pavement design. For cost comparisons SMA used the pavement design that was developed for San Jose Blvd. Phase 3. The pavement design included 5 inches of Warm Mix Asphalt over 11 inches of Base Course.



## B. Roadway Typical Sections



### Boyd Drive Typical Section



## C. Preliminary Drainage Design Summary

Dark Canyon flows from southwest to northeast joining the Pecos River in Carlsbad, NM. The Federal Emergency Management Agency (FEMA) has published a Flood Insurance Study (FIS) for Eddy County and the City of Carlsbad. FEMA published a 100-year peak flow of 110,000 cubic feet per second (cfs) for Dark Canyon just upstream of Radio Blvd. FEMA has also published a 100-year flood profile for Dark Canyon in the FIS.

SMA obtained a digital terrain model (DTM) from Eddy County which encompasses the area of the preliminary bridge study. SMA utilized the DTM to model cross sections across Dark Canyon at suitable locations to determine the base flood elevations for Dark Canyon at the proposed bridge locations. The DTM is based on NAVD 88 using 1-foot contour intervals. SMA proposes that the Eddy County DTM is more accurate than the FEMA FIS for the area which apparently used a topography map from 1997 with a 4 or 5 foot contour interval. Two bridge alignments have been proposed by SMA and Carlsbad at Radio Blvd across Dark Canyon as shown on Figure 1, in appendices.

SMA modeled cross sections for Dark Canyon upstream and downstream of Radio Blvd. as shown on Figure 1. In addition, SMA showed the approximate locations for the two proposed bridge alignments on Figure 1.

Bridge Alignment A-B is north of the CID canal siphon. Bridge Alignment C-D-E follows the alignment for existing Radio Blvd. SMA has assumed that the bridges are constructed as free span structures with foundation piers spaced to support the span. SMA used a HEC-RAS model to estimate the base flood elevations at the cross section shown on Figure 1. SMA exported the cross section geometry from the AUTOCAD drawing to the HEC-RAS geometry. SMA used the published flow of 110,000 cfs in the HEC-RAS Model. Exhibit 1 shows the results of the HEC-RAS analysis for the Dark Canyon Channel for the cross sections shown across the Dark Canyon Channel. Exhibit 2 provides the base flood elevations at the abutment locations shown on Figure 1.

## IV. STRUCTURAL ENGINEERING

### A. Preliminary Bridge Engineering Report Summary

SMA has analyzed two major drainage stream crossings that require bridge structures: The San Jose Blvd. crossing with a total length of 800 feet under 30 degree skew and the Boyd Drive crossing with a total span length of 730 feet and 0 degree skew.

#### Typical Bridge Transverse Section

As result of the roadway analysis, the typical transverse section of the Bridges will be as follows:

The San Jose Bridge will require (2) 11'-6" foot driving lanes, (1) 13'-0" left turn lane, (2) 9'-6" shoulders, (2) 5'-6" sidewalks and (2) 18" concrete wall barriers. The total bridge deck will be 69'-0". (8) 7'-9" girder spaces and (2) 3'-6" deck overhangs have been considered for the bridge alternates to be studied. This gives a reasonable relation between

the girder spacing and the deck overhang. Due to the skew angle, larger than 20 degrees, the transverse deck reinforcing on these bridges will be placed perpendicular to the center line of bridge. Based on the girder spacing, the deck slab thickness was calculated per the NMDOT Bridge Procedures and Design Guide. Since the beam spacing and the girders flange width of all the San Jose Bridge alternates considered in this report are the same, the required deck thickness for all these alternates will also be 8" inches.

The Boyd Drive Bridge will have to accommodate (2) 12'-0" driving lanes, (2) 10'-0" shoulders and (2) 18" concrete wall barriers with a total deck width of 47'-0". The superstructure for all the bridge alternates at this location will consist of (5) 8'-0" girder spaces with (2) 3'-6" deck overhangs and an 8 1/2" deck thickness. For the feasibility study of the Boyd Drive bridges, there is another possible bridge location upstream of the selected alignment which is shorter and is crossing the Dark Canyon Stream at 45 degrees. This large bridge skew would originate that the length of the substructure (piers and abutments) would have to be enlarged from 47 feet to 67 feet increasing enormously the cost of the bridge. Because of this reason, it was decided for this feasibility study to consider the alignment that is located further downstream and crosses the Dark Canyon Stream perpendicular to the flow.

The abutments for all the bridges would be the semi-integral floating type abutment supported on drilled shafts. The approach slabs would be tied to the bridge superstructure with the expansion joint on a sleeper slab at the other end. The abutment embankment would be protected against erosion with riprap.

### **Hydraulic Section**

In order to get the minimum required hydraulic sections under the bridge, a high water mark elevation for both stream crossings was provided by SMA. This water elevation corresponds more or less to a 100 year recurrence interval storm event. According to the current NMDOT Drainage Design Criteria for Bridges, a minimum of 2 feet of free board is required for the design flow (50 year) and the check flood (100 year) water surface elevation which should fall below the low cord. The final grade of the bridges will be determined based on this requirement. Also, during the preliminary design of the bridges, a bridge scour analysis should be performed for the 100 and 500 year storms.

### **Bridge Foundation**

Based on our experience on similar studies in the project area and for estimating purposes, without having done any soil investigation, we are considering for this study deep foundations on 40 foot drilled shafts. Because of the possibility of potential scour in the streambed and for protection of the drilled shafts, a 60 inch round steel casing will be installed around the upper part of the shafts. The bridge piers for all the bridges would consist of a column cap on 42" diameter columns. Each column would be supported by a 54" diameter drilled shaft.

## **Bridge Alternates**

The first task performed during the evaluation of the bridge alternates was to determine the structural capacity of the pre-stressed concrete members for different span lengths.

The girders which were found suitable for a live load HL-93 and a girder spacing between 7'- 6" to 8' - 0" are as follows:

Span Length (Ft)	BT Girder
115 to 125	72
100 to 115	63
80 to 100	54

## **Bridge Alternates Studied**

The bridge alternates considered under this feasibility study were as follows:

<b>Alternate</b>	<b>Crossing</b>	<b>No. of Spans</b>	<b>Span Length (Ft)</b>	<b>Bridge Length (Ft)</b>	<b>Girder</b>
SJ-1	San Jose	9	89'- 0"	801' - 0"	BT-54
SJ-2	San Jose	8	100'- 0"	800' - 0"	BT-63
SJ-3	San Jose	7	114' - 6"	801' - 6"	BT-72
BD-1	Boyd Drive	8	91' - 3"	730' - 0"	BT-54
BD-2	Boyd Drive	7	104' - 6"	731' - 6"	BT-63
BD-3	Boyd Drive	6	121' - 9"	730' - 6"	BT-72

## **Cost Estimate of Bridges Alternates**

In order to determine the most suitable bridge alternate at each location, a comparative construction cost estimate for each alternate was performed. This estimate is only for cost comparison purposes of the bridge alternates and is based on quantities taken from preliminary dimensioning of the structures, which are variable for each bridge alternate. Construction costs of bridge components that are the same for each alternate, such as excavation and backfill, barriers, etc. have not been considered in this cost estimate.

<b>Bridge Alternate</b>	<b>Crossing</b>	<b>Estimated Construction Cost</b>	<b>Cost per Square Foot of Deck</b>
SJ-1	San Jose	\$ 5,788,570	\$ 105
SJ-2	San Jose	\$ 5,684,356	\$ 103
SJ-3	San Jose	\$ 5,608,101	\$ 101
BD-1	Boyd Drive	\$ 3,525,323	\$ 103
BD-2	Boyd Drive	\$ 3,438,246	\$ 100
BD-3	Boyd Drive	\$ 3,355,517	\$ 98

## Selected Bridge Alternate

From the Cost Estimate Analysis calculated above for each bridge alternate, it is possible to conclude that the bridge alternates with fewer number of piers are the most economical, even though the cost of the girders for larger spans are more expensive than the ones for shorter spans. Therefore, our recommendation for the bridge alternates to go into preliminary design are:

Crossing	Bridge Alternate	No. of Spans	Span Length (Ft)	Bridge Length (Ft)
San Jose	SJ-3	7	114' - 6"	801' - 6"
Boyd Drive	BD-3	6	121' - 9"	730' - 6"

## V. ESTIMATED REQUIRED RIGHT OF WAY

### Radio/Boyd

**Alternate 1** - 10.33 Acres

**Alternate 2** - 8.89 Acres

**Alternate 3** - 12.0 Acres

**Alternate 4** - 10.71 Acres

**San Jose Blvd.** 1.0 Acres

## VI. COST ESTIMATES

The estimates below are for comparative purposes. They are based on cost per square foot in the Bridge Analysis prepared by QPEC. We have prorated the cost by length of the bridges on the various alignments. The cost for Alternate 1 is based on a square foot cost of \$140.00 which is approximately 40% higher than other alignments due to the extreme skew. These costs are preliminary. Final construction costs will need to be developed during final design.

Radio Blvd./Boyd Drive					
Alternate	Bridge	CID Str	Hackberry Drainage	Roadway	Total
1	\$ 6,600,000.00	\$ 1,500,000.00	\$ 500,000.00	\$ 1,335,000.00	\$ 9,935,000.00
2	\$ 2,820,000.00	\$ 1,500,000.00	\$ 500,000.00	\$ 1,115,000.00	\$ 5,935,000.00
3	\$ 3,553,200.00	\$ 750,000.00	\$ 500,000.00	\$ 1,537,000.00	\$ 6,340,200.00
4	\$ 2,700,000.00	\$ 750,000.00	\$ 500,000.00	\$ 1,680,000.00	\$ 5,630,000.00
San Jose Blvd.					
Alternate	Bridge	CID Str		Roadway	Total
1	\$ 5,608,101.00	\$ -	\$ -	\$ 750,000.00	\$ 6,358,101.00

## VII. SCREENING METHODOLOGY AND RECOMMENDED ALTERNATE

### Screening Matrix

To compare the relative merits of the various alternates identified, a screening matrix was developed for each subject area; San Jose Blvd. Crossing and the Boyd Drive/Radio Blvd. Crossing. The matrix for each subject area presents a qualitative assessment of the advantages and disadvantages of each alternate compared to a set of evaluation criteria. Based on this qualitative assessment, the most favorable alternates are advanced for further consideration, while the least favorable alternates are dropped from further consideration.

### Evaluation Criteria

The criteria used in the screening analysis include:

- ❖ **Safety:** The degree of safety enhancement resulting from the proposed improvements.
- ❖ **Right-of-Way:** The amount of right-of-way needed.
- ❖ **Cost:** Relative cost of the proposed improvements and additional right-of-way needed.
- ❖ **Industry/Business/Community Impacts:** Relative impact on, or facilitation of, industry operations, business and community.
- ❖ **Constructability:** Ability to construct proposed improvements while maintaining traffic, need and cost of significant detours.
- ❖ **Stakeholder and Public Acceptance:** Anticipated public attitude towards each Alternate.
- ❖ **Environmental Impacts:** Amount of disturbance outside of existing right-of-way, potential impact to cultural and natural resources.

These criteria are items of fundamental interest to the project and allow for objective assessment of advantages and disadvantages, or relative merits, in a particular area of interest. Collectively, they provide a means for screening the alternates so that the most beneficial alternates are revealed.

The review team has evaluated various alternates for an additional bridge over Dark Canyon Arroyo including a replacement bridge for San Jose Blvd. low water crossing and a new bridge at Boyd Drive. The team has determined the following:

## San Jose Blvd. Crossing

The team has **eliminated** the San Jose Blvd. Bridge from further discussion due to the cost of the new bridge and the need to remove the existing low water crossing. The existing crossing already provides an alternate route during smaller storm events that is still important to the community. This will continue to be of value to the City of Carlsbad in the future. This finding is based on the analysis described in Table 7.1 below. Construction of a new crossing at Boyd Drive/Radio Blvd. will provide additional access for the community between the northern and southern parts of the City divided by the Dark Canyon Arroyo.

## Boyd Drive/Radio Blvd. Crossing

The preferred alternate is Alternate 4. Advantages provided by this alternate include:

- Continuous traffic flow on South Boyd Drive to Radio Blvd. which is in line with current discussions with Eddy County. The County has placed a hold on the new west by-pass route for the City which will increase traffic on Standpipe Blvd. and thus Radio Blvd. and Boyd Drive.
- Provides continued thoroughfare access on Boyd Drive both north and south of the intersection. The geometry for this alternate will include a stop condition for southbound traffic on Boyd. The new roadway will have improved sight conditions and the new intersection could have a three-way stop as it does now or protected left turn lanes.
- Provides improvements to the intersections of Monterrey Street and Presidio Street at Boyd Drive by providing a through condition for the higher traffic volumes on Boyd Drive and a T-intersection for the lower volume streets.
- This alternate will only require one crossing of the CID Canal and a much shorter bridge over Dark Canyon.
- The project will provide one additional crossing of Dark Canyon Arroyo during larger storm events.

This finding is based on the analysis described in Table 7.1 below.

**Table 7.1 Screening Matrix**

Criteria	San Jose Blvd. Crossing	Boyd Drive Alternate 1	Boyd Drive Alternate 2	Boyd Drive Alternate 3	Boyd Drive Alternate 4
<b>Safety</b>	Construction of a bridge here would not improve safety except during major storm events.	Some geometrics are improved but still has intersections requiring the major through traffic on Radio Blvd to stop and turn and probably a fourway stop at Monterey ST.	Additional T intersection reduces safety over other Alternates	Major traffic movements negotiate 2 T intersections	Major traffic movement would negotiate 1 T intersection
<b>Right-of-Way</b>	1 acre	10.33 Acres	8.89 Acres	12.0 Acres	10.71 Acres
<b>Cost</b>	\$6,358,101.00	\$9,935,000.00	\$5,935,000.00	\$6,340,200.00	\$5,630,000.00
<b>Industry/Business Impacts</b>	A new bridge at this location would significantly impact business and traffic flow during construction due to the need to close the roadway for the duration of the project.	This alternate would improve traffic during storm events giving an additional crossing	This alternate would improve traffic during storm events giving an additional crossing	This alternate would improve traffic during storm events giving an additional crossing	This alternate would improve traffic during storm events giving an additional crossing
<b>Constructability</b>	It would require complete removal of the existing new crossing. Impacts to the traffic flow and adjacent businesses would be significant especially considering the recent construction impacts they had for the existing crossing.	A very high skew would cause construction problems as well as additional cost.	This alignment will require 2 crossings of the CID Canal and construction across an existing landfill.	This alignment will require construction across an existing closed land fill which may result in geotechnical issues.	This bridge Alignment will at a smaller skew angle and allows for just one crossing of the CID Canal possibly without impact to the canal.

## Dark Canyon Bridge Feasibility Study and Preliminary Engineering Report

Criteria	San Jose Blvd. Crossing	Boyd Drive Alternate 1	Boyd Drive Alternate 2	Boyd Drive Alternate 3	Boyd Drive Alternate 4
<b>Acceptance to Stakeholders and Public</b>	Existing Crossing, important to community, already provides alternate route during smaller storm events. After construction there would be minimal improvement only during a major storm event.	Intersection geometry will not provide smooth traffic flow. The major traffic will follow Boyd Drive which will be accepted by those wishing to get to downtown.	Intersection in close proximity to the residences on Monterey and ROW needed for this will not be accepted well. Traffic flow will not be as good as Alternate 4.	The major traffic flow will be at a stop condition at Monterey which will not be acceptable.	Major traffic will flow thru the intersection at Monterey St. Radio Blvd will be the major thru traffic. This will work for a relief route to the north.
<b>Environmental Impacts</b>	Minimal impacts due to the existing condition of the channel.	Crossing the existing landfill could create Environmental issues. Impacts to the CID Canal will require additional consultation.	Crossing the existing landfill could create Environmental issues. Impacts to the CID Canal at 2 locations will require additional consultation.	Crossing the existing landfill could create Environmental issues. Impacts to the CID Canal will require additional consultation.	Less impact on the Canal and the existing landfill.

## **APPENDICES**

# City of Carlsbad, New Mexico

## Dark Canyon Bridge Feasibility Study



March 2015

## **General**

This report, prepared by Quiroga Pfeiffer Engineering Corporation, constitutes the evaluation of bridge alternatives for the Dark Canyon Bridge Feasibility Study in the city of Carlsbad, New Mexico. There are two major drainage stream crossings that require bridge structures: The San Jose Crossing with a total length of 800 feet under 30 degree skew and the Boyd Drive Crossing with a total span length of 730 feet and 0 degree skew.

## **Typical Bridge Transverse Section**

As result of the roadway analysis, the typical transverse section of the Bridges will be as follows:

The San Jose Bridge will require (2) 11'-6" foot driving lanes, (1) 13'-0" left turn lane, (2) 9'-6" shoulders, (2) 5'-6" sidewalks and (2) 18" concrete wall barriers. The total bridge deck will be 69'-0". (8) 7'-9" girder spaces and (2) 3'-6" deck overhangs have been considered for the bridge alternates to be studied. This gives a reasonable relation between the girder spacing and the deck overhang. Due to the skew angle, larger than 20 degrees, the transverse deck reinforcing on these bridges will be placed perpendicular to the center line of bridge. Based on the girder spacing, the deck slab thickness was calculated per the NMDOT Bridge Procedures and Design Guide. Since the beam spacing and the girders flange width of all the San Jose Bridge alternates considered in this report are the same, the required deck thickness for all these alternates will also be 8" inches.

The Boyd Drive Bridge will have to accommodate (2) 12'-0" driving lanes, (2) 10'-0" shoulders and (2) 18" concrete wall barriers with a total deck width of 47'-0". The superstructure for all the bridge alternates at this location will consist of (5) 8'-0" girder spaces with (2) 3'-6" deck overhangs and an 8 1/2" deck thickness. For the feasibility study of the Boyd Drive bridges, there is another possible bridge location upstream of the selected alignment which is shorter and is crossing the Dark Canyon Stream under 45 degrees. This large bridge skew would originate that the length of the substructure (piers and abutments) would have to be enlarged from 47 feet to 67 feet increasing enormously the cost of the bridge. Because of this reason, it was decided for this feasibility study to consider the alignment that is located further downstream and crosses the Dark Canyon Stream under 0 degrees.

The abutments for all the bridges would be the semi-integral floating type abutment supported on drilled shafts. The approach slabs would be tied to the to the bridge superstructure with the expansion joint on a sleeper slab at the other end. The abutment embankment would be protected against erosion with riprap.

## **Hydraulic Section**

In order to get the minimum required hydraulic sections under the bridge, a high water mark elevation for both stream crossings was provided by SMA. This water elevation corresponds more or less to a 100 year recurrence interval storm event. According to the current NMDOT Drainage Design Criteria for Bridges, a minimum of 2 feet of free board is required for the design flow (50 year) and the check flood (100 year) water surface elevation which should fall below the low cord. The final grade of the bridges will be determined based on this requirement. Also, during the preliminary design of the bridges, a bridge scour analysis should be performed for the 100 and 500 year storms.

**Bridge Foundation**

Based on our experience on similar studies in the project area and for estimating purposes, without having done any soil investigation, we are considering for this study a bridge deep foundation on 40 foot drilled shafts. Because of the possibility of potential scour in the streambed and for protection of the drilled shafts, a 60 inch round steel casing will be installed around the upper part of the shafts. The bridge piers for all the bridges would consist of a column cap on 42" diameter columns. Each column would be supported by a 54" diameter drilled shaft.

**Bridge Alternates**

The first task performed during the evaluation of the bridge alternates was to determine the structural capacity of the pre-stressed concrete members for different span lengths. The girders which were found suitable for a live load HL-93 and a girder spacing between 7' - 6" to 8' - 0" are as follows:

<u>Span Length (Ft)</u>	<u>BT Girder</u>
115 to 125	72
100 to 115	63
80 to 100	54

**Bridge Alternates Studied**

The bridge alternates considered under this feasibility study were as follows: (See attachment A)

<b>Alternate</b>	<b>Crossing</b>	<b>No. of Spans</b>	<b>Span Length (Ft)</b>	<b>Bridge Length (Ft)</b>	<b>Girder</b>
SJ-1	San Jose	9	89' - 0"	801' - 0"	BT-54
SJ-2	San Jose	8	100' - 0"	800' - 0"	BT-63
SJ-3	San Jose	7	114' - 6"	801' - 6"	BT-72
BD-1	Boyd Drive	8	91' - 3"	730' - 0"	BT-54
BD-2	Boyd Drive	7	104' - 6"	731' - 6"	BT-63
BD-3	Boyd Drive	6	121' - 9"	730' - 6"	BT-72

### **Cost Estimate of Bridges Alternates**

In order to determine the most suitable bridge alternate at each location, a comparative construction cost estimate for each alternate was performed. This estimate is only for cost comparison purposes of the bridge alternates and is based on quantities taken from preliminary dimensioning of the structures, which are variable for each bridge alternate. Construction costs of bridge components that are the same for each alternate, such as excavation and backfill, barriers, etc. have not been considered in this cost estimate. See attachment B for cost estimate computations.

<b>Bridge Alternate</b>	<b>Crossing</b>	<b>Estimated Construction Cost</b>	<b>Cost per Square Foot of Deck</b>
SJ-1	San Jose	\$ 5,788,570	\$ 105
SJ-2	San Jose	\$ 5,684,356	\$ 103
SJ-3	San Jose	\$5,608,101	\$ 101
BD-1	Boyd Drive	\$ 3,525,323	\$ 103
BD-2	Boyd Drive	\$ 3,438,246	\$ 100
BD-3	Boyd Drive	\$ 3,355,517	\$ 98

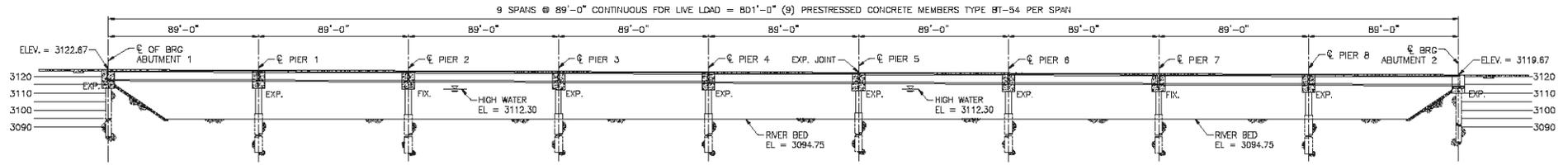
### **Selected Bridge Alternate**

From the Cost Estimate Analysis calculated above for each bridge alternate, it is possible to conclude that the bridge alternates with fewer number of piers are the most economical, even though the cost of the girders for larger spans are more expensive than the ones for shorter spans. Therefore our recommendation for the bridge alternates to go into preliminary design are:

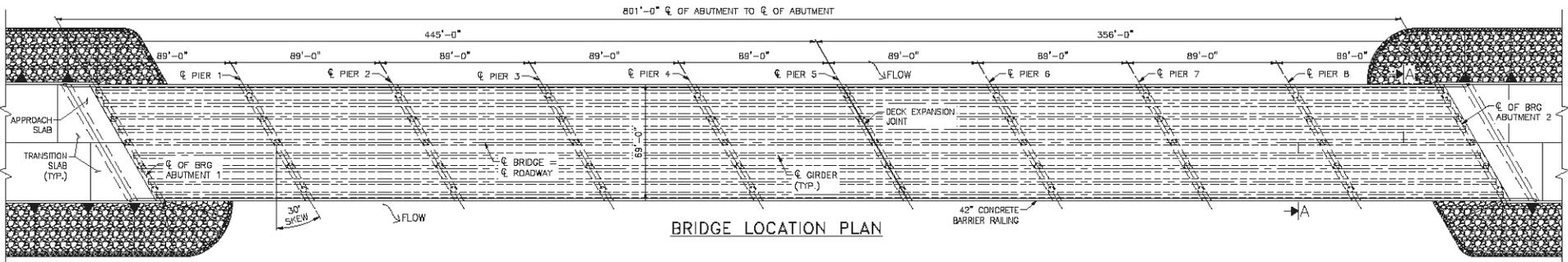
<b>Crossing</b>	<b>Bridge Alternate</b>	<b>No. of Spans</b>	<b>Span Length (Ft)</b>	<b>Bridge Length (Ft)</b>
San Jose	SJ-3	7	114' – 6"	801' - 6"
Boyd Drive	BD-3	6	121' – 9"	730' – 6"

# Attachment A:

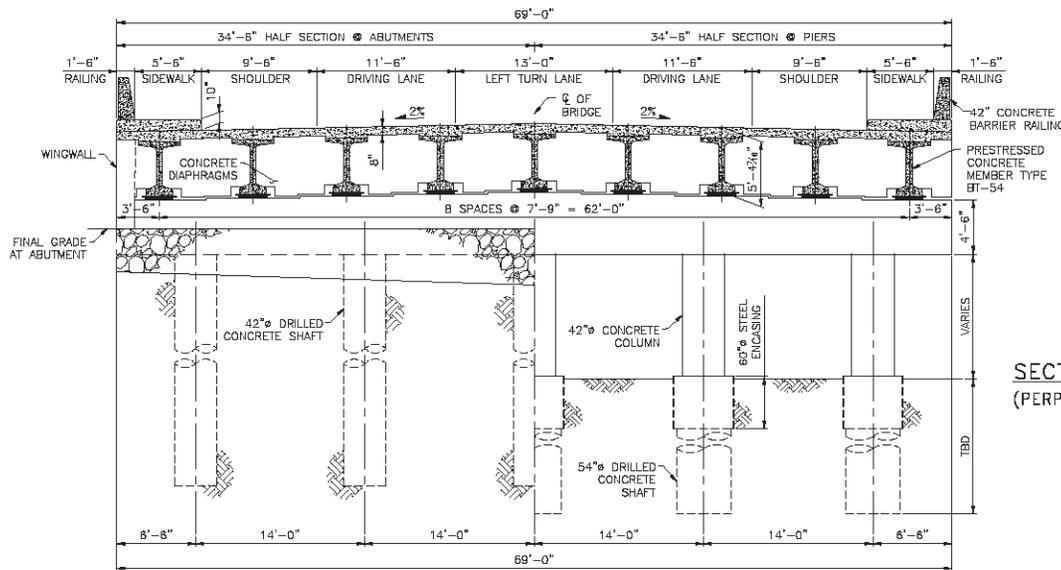
Bridge Alternates



BRIDGE LONGITUDINAL PROFILE



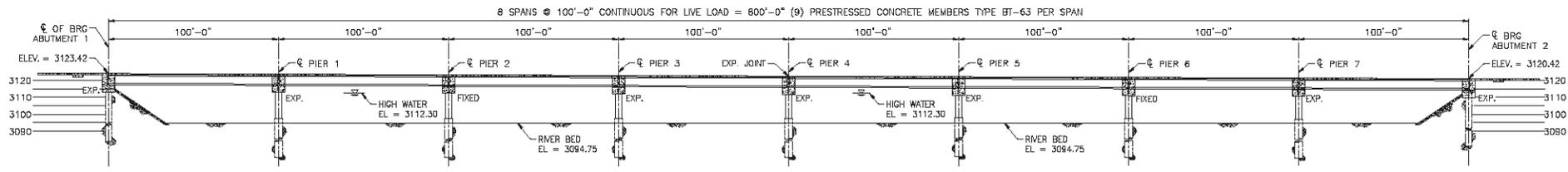
BRIDGE LOCATION PLAN



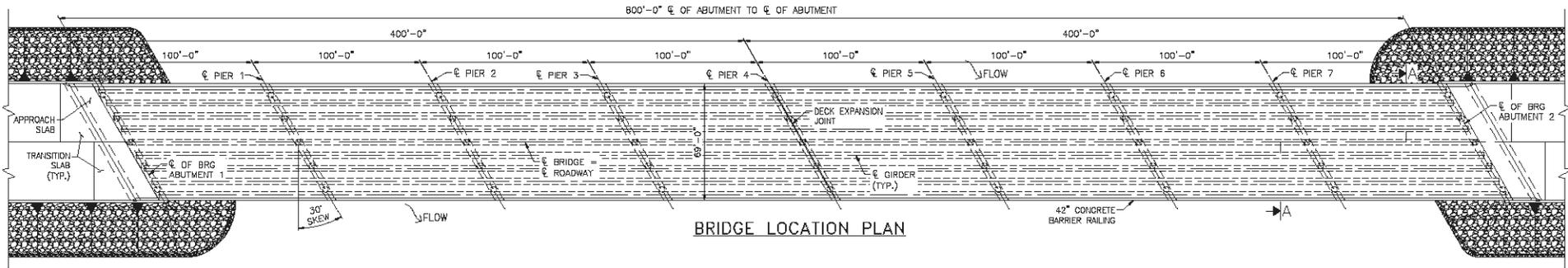
SECTION A-A  
(PERPENDICULAR TO CL OF BRIDGE)

ALTERNATE SJ-1  
SAN JOSE BRIDGE  
DARK CANYON  
FEASIBILITY STUDY  
04-09-2015

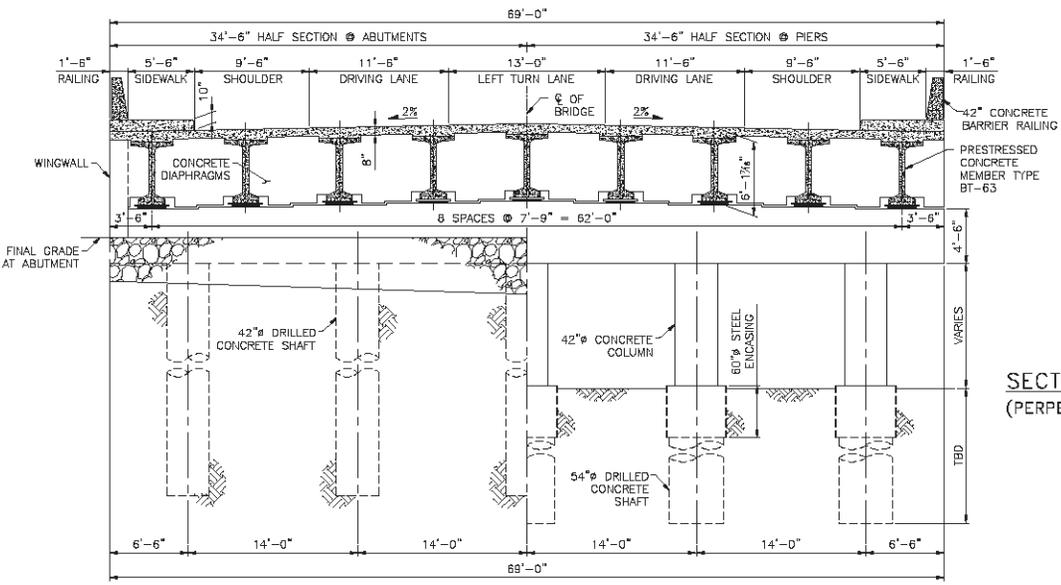




BRIDGE LONGITUDINAL PROFILE



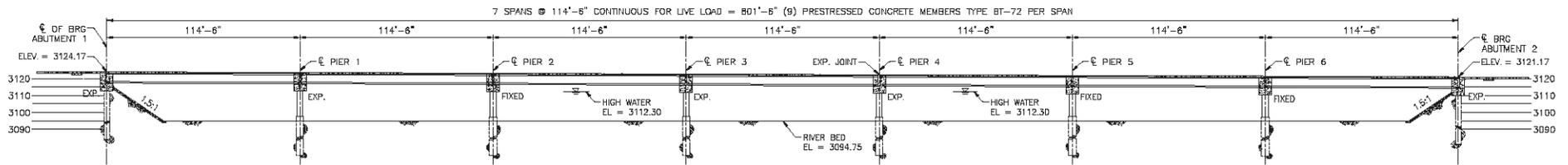
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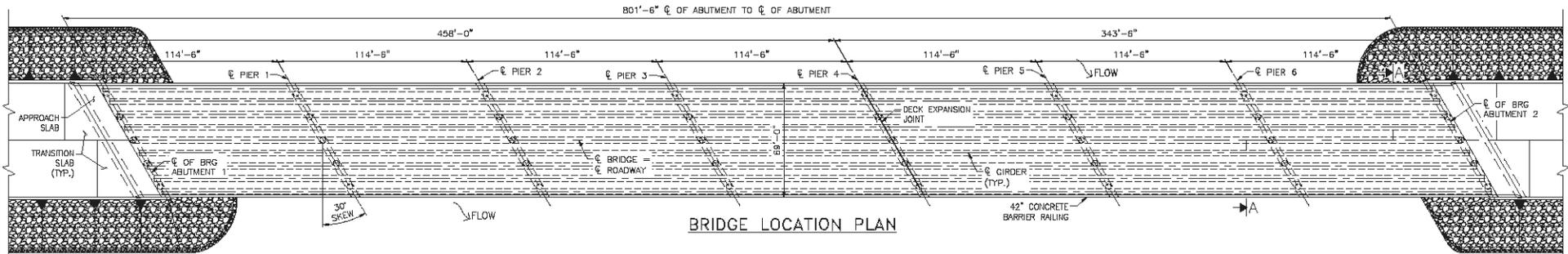
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ALTERNATE SJ-2  
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DARK CANYON  
FEASIBILITY STUDY  
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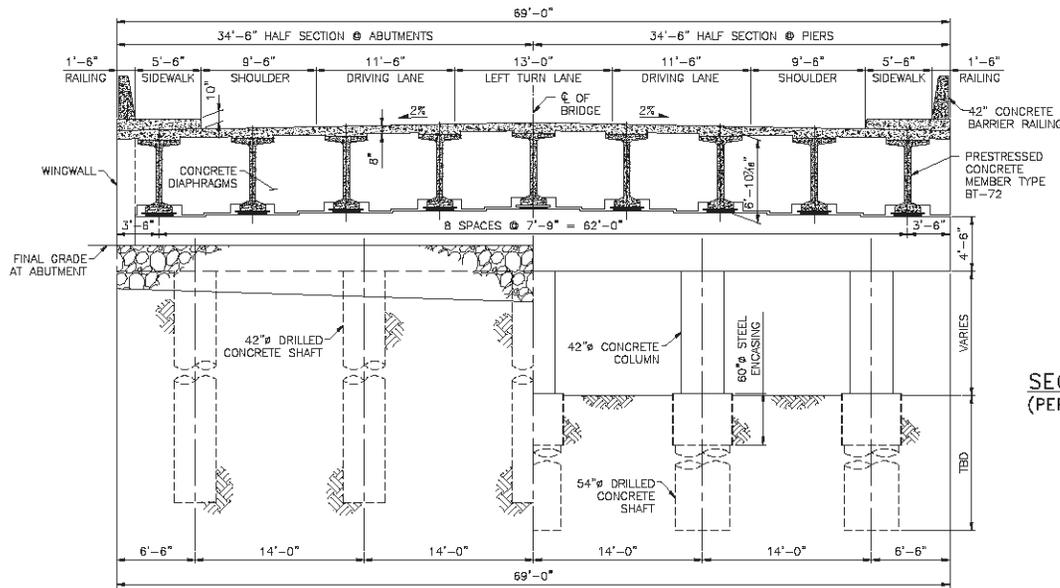




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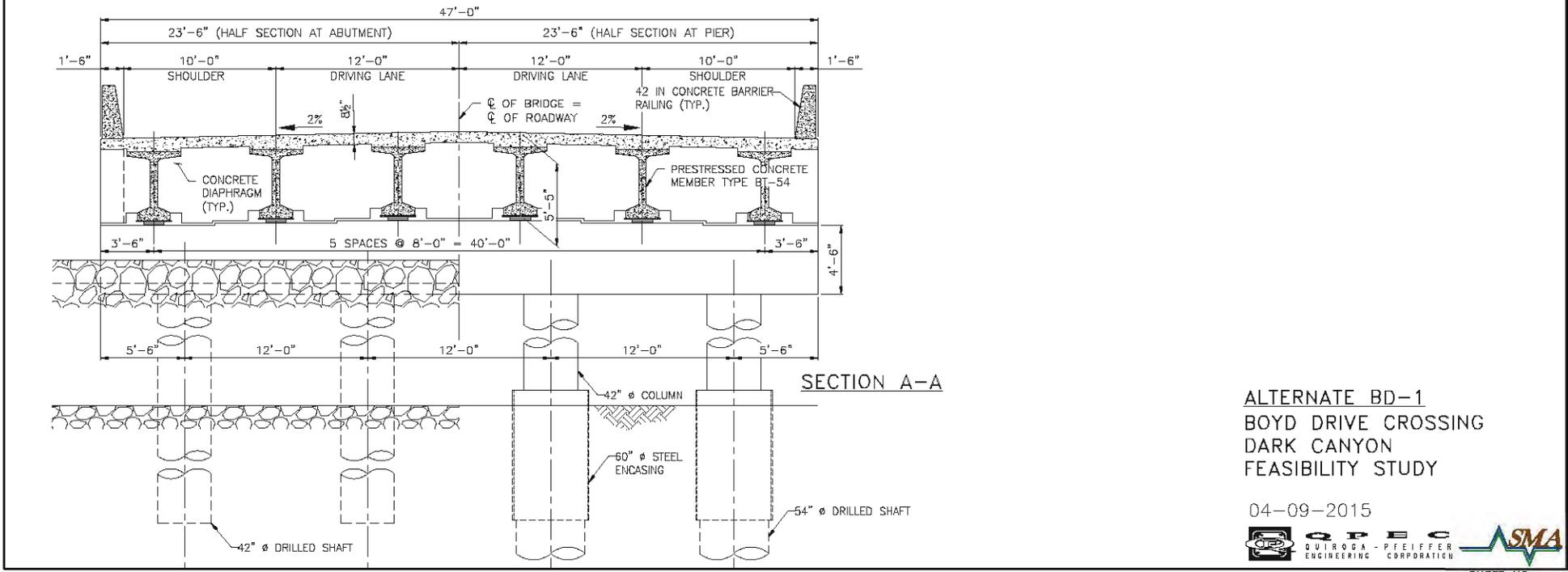
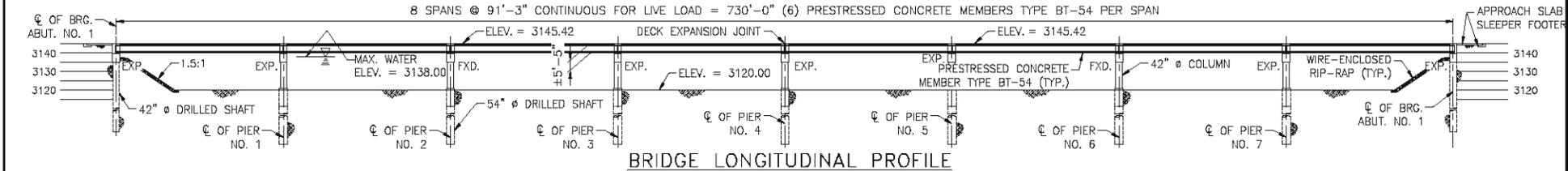
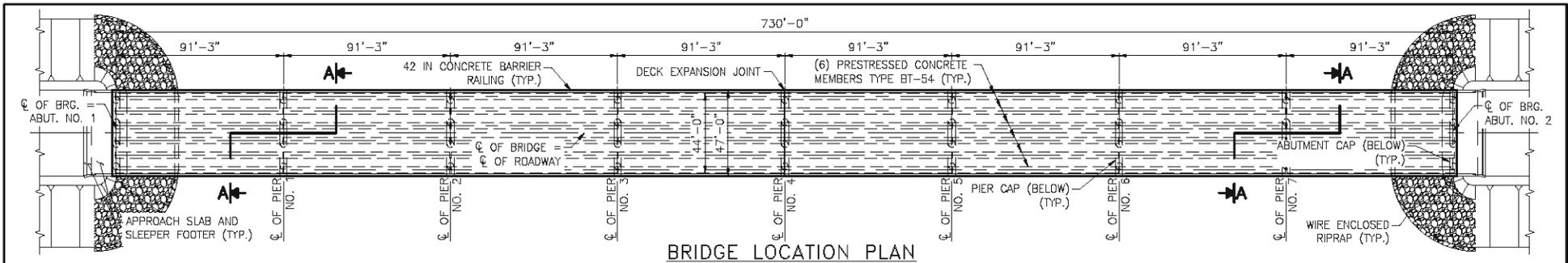
BRIDGE LOCATION PLAN



SECTION A-A  
(PERPENDICULAR TO CL OF BRIDGE)

ALTERNATE SJ-3  
SAN JOSE BRIDGE  
DARK CANYON  
FEASIBILITY STUDY  
04-09-2015

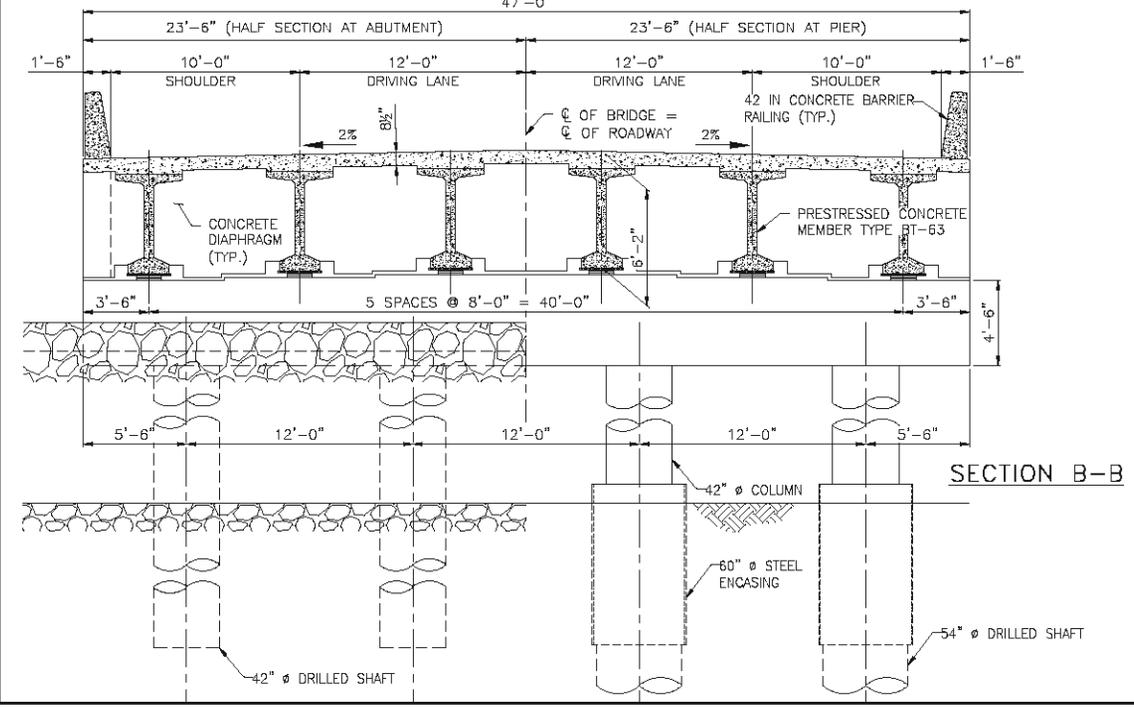
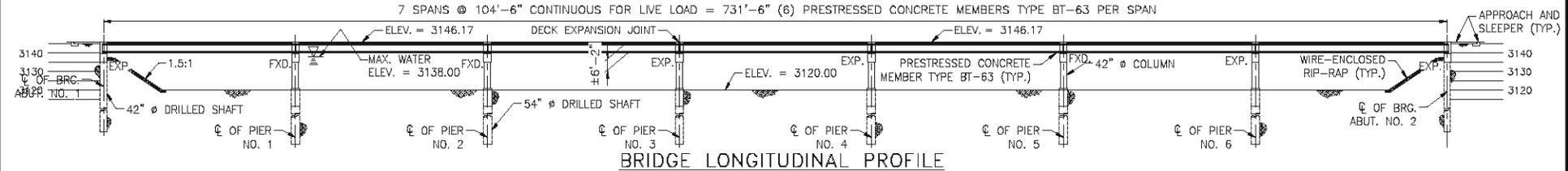
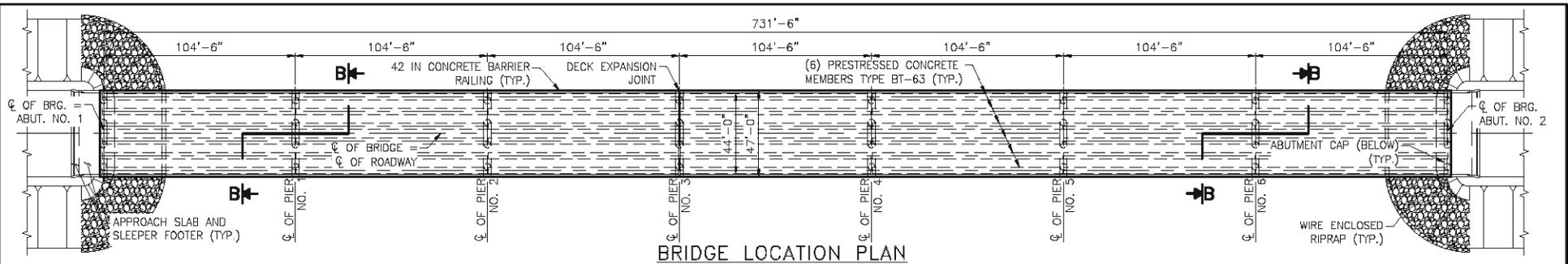




ALTERNATE BD-1  
 BOYD DRIVE CROSSING  
 DARK CANYON  
 FEASIBILITY STUDY

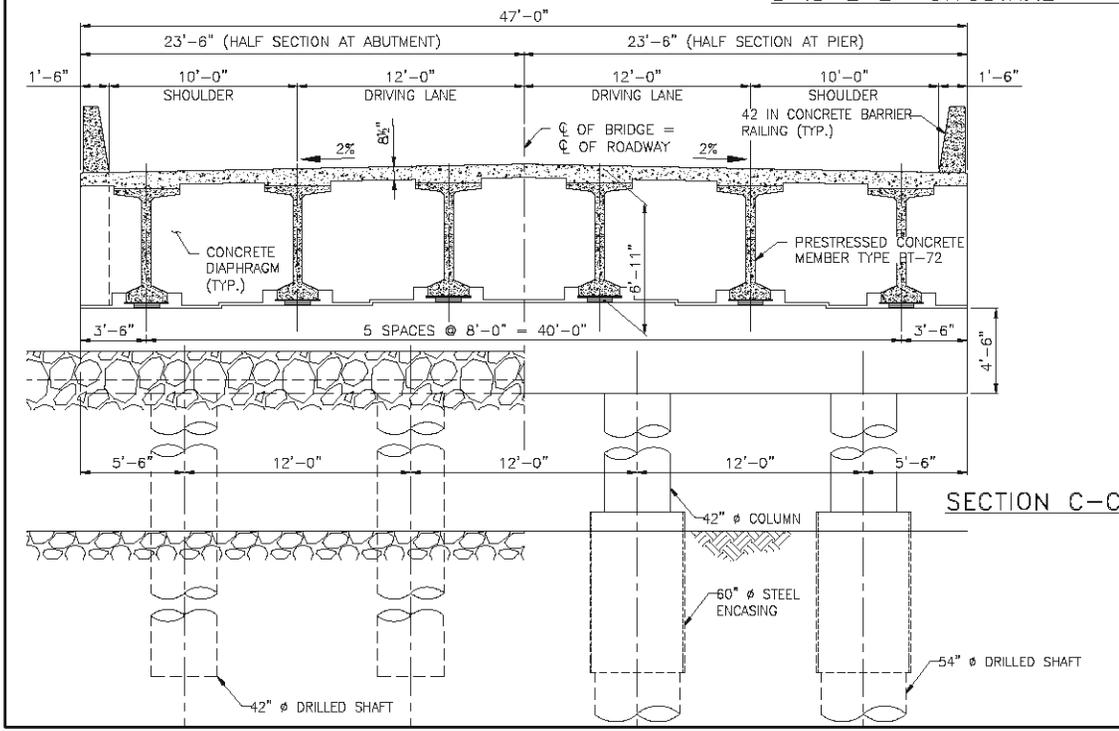
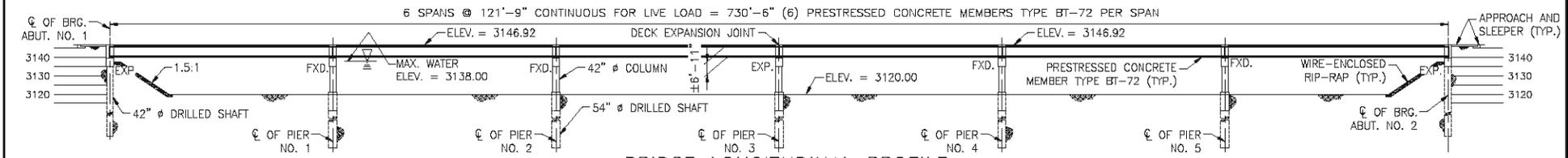
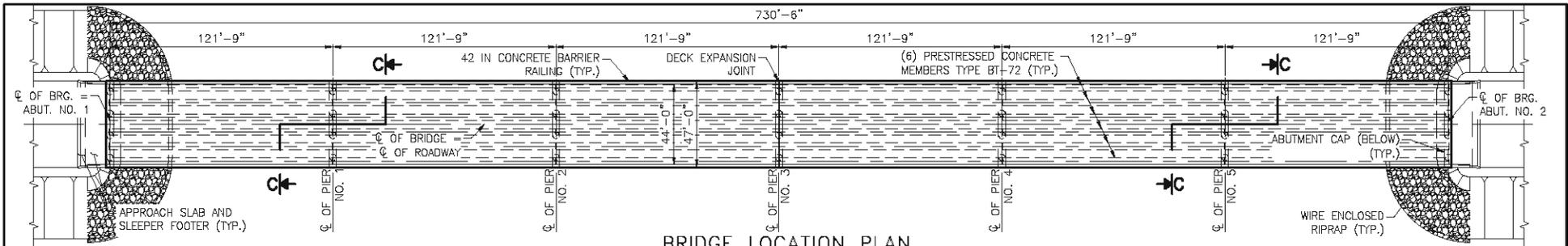
04-09-2015





ALTERNATE BD-2  
BOYD DRIVE CROSSING  
DARK CANYON  
FEASIBILITY STUDY  
04-09-2015





ALTERNATE BD-3  
BOYD DRIVE CROSSING  
DARK CANYON  
FEASIBILITY STUDY

04-09-2015



# Attachment B:

Cost Estimates

**Alternative SJ-1**

9 Spans @ 89', BT 54 Girders

Geometry		Materials		Unit Costs	
Span Length, Lsp =	89 ft	Deck, Vd =	60 CF/LF	Steel Epoxy, Cse =	1.75 \$/lb
Number of Spans, Nsp	9	Pier Cap, Vp =	1620 CF	Steel Gr 60, Csn =	1.5 \$/lb
Girder count, Ng =	9	Columns, Vc =	770 CF	Concrete, Cc =	510 \$/cy
No. of Shafts, Ns =	5	Abut. Diaph, Vad =	1307 CF	Girder, Cg =	240 \$/ft
Shaft Length Abut, Lsa =	40 ft	Pier Diaph, Vpd =	1635 CF	Shaft, soil Cs =	480 \$/ft
Shaft Length Pier, Lsp =	40 ft	Approach Slab, Va =	2622 CF	Perm. Casing, Cp =	405 \$/ft
Perm Casing, Lp =	5.0 ft	Wingwalls, Vw =	620 CF		
		Deck Steel Density, d.d =	235 LB/CY		
		Steel Density, d.c =	11.54 LB/CF		
		Shaft Steel Density, d.s =	6.98 LB/CF		

Item	Conc Volume = Vc (Cf)	Steel Weight = Ws (lb)	Cost	Cost Equation
Deck	48060	418300	\$ 1,639,825	= Vc*Cc + Ws*Cse
Girders			\$ 1,730,160	= Lsp*Nsp*Ng*Cg
Pier Structures	32200	371588	\$ 1,165,604	= Cf*Cc+Ws*Csn
Miscellaneous Concrete	5856	67578	\$ 211,981	= Cf*Cc+Ws*Csn
Shafts			\$ 1,041,000	2*Ns*Lsa*Cs+(Nsp-1)*(Ns*Lsp*Cs+Ns*Lp*Cp)
<b>Total Cost</b>			<b>\$ 5,788,570</b>	

**Alternative SJ-2**

8 Spans @ 100', BT 63 Girders

Geometry		Materials		Unit Costs	
Span Length, Lsp =	100 ft	Deck, Vd =	60 CF/LF	Steel Epoxy, Cse =	1.75 \$/lb
Number of Spans, Nsp	8	Pier Cap, Vp =	1620 CF	Steel Gr 60, Csn =	1.5 \$/lb
Girder count, Ng =	9	Columns, Vc =	770 CF	Concrete, Cc =	510 \$/cy
No. of Shafts, Ns =	5	Abut. Diaph, Vad =	1510 CF	Girder, Cg =	250 \$/ft
Shaft Length Abut, Lsa =	40 ft	Pier Diaph, Vpd =	1892 CF	Shaft, soil Cs =	480 \$/ft
Shaft Length Pier, Lsp =	40 ft	Approach Slab, Va =	2622 CF	Perm. Casing, Cp =	405 \$/ft
Perm Casing, Lp =	5.0 ft	Wingwalls, Vw =	620 CF		
		Deck Steel Density, d.d =	235 LB/CY		
		Steel Density, d.c =	11.54 LB/CF		
		Shaft Steel Density, d.s =	6.98 LB/CF		

Item	Conc Volume = Vc (Cf)	Steel Weight = Ws (lb)	Cost	Cost Equation
Deck	48000	417778	\$ 1,637,778	= Vc*Cc + Ws*Cse
Girders			\$ 1,800,000	= Lsp*Nsp*Ng*Cg
Pier Structures	29974	345900	\$ 1,085,025	= Cf*Cc+Ws*Csn
Miscellaneous Concrete	6262	72263	\$ 226,677	= Cf*Cc+Ws*Csn
Shafts			\$ 934,875	2*Ns*Lsa*Cs+(Nsp-1)*(Ns*Lsp*Cs+Ns*Lp*Cp)
<b>Total Cost</b>			<b>\$ 5,684,356</b>	

**Alternative SJ-3**

7 Spans @ 114'-6", BT 72 Girders

Geometry		Materials		Unit Costs	
Span Length, Lsp =	114.5 ft	Deck, Vd =	60 CF/LF	Steel Epoxy, Cse =	1.75 \$/lb
Number of Spans, Nsp	7	Pier Cap, Vp =	1620 CF	Steel Gr 60, Csn =	1.5 \$/lb
Girder count, Ng =	9	Columns, Vc =	770 CF	Concrete, Cc =	510 \$/cy
No. of Shafts, Ns =	5	Abut. Diaph, Vad =	1712 CF	Girder, Cg =	265 \$/ft
Shaft Length Abut, Lsa =	40 ft	Pier Diaph, Vpd =	2148 CF	Shaft, soil Cs =	480 \$/ft
Shaft Length Pier, Lsp =	40 ft	Approach Slab, Va =	2622 CF	Perm. Casing, Cp =	405 \$/ft
Perm Casing, Lp =	5.0 ft	Wingwalls, Vw =	620 CF		
		Deck Steel Density, d.d =	235 LB/CY		
		Steel Density, d.c =	11.54 LB/CF		
		Shaft Steel Density, d.s =	6.98 LB/CF		

Item	Conc Volume = Vc (Cf)	Steel Weight = Ws (lb)	Cost	Cost Equation
Deck	48090	418561	\$ 1,640,849	= Vc*Cc + Ws*Cse
Girders			\$ 1,911,578	= Lsp*Nsp*Ng*Cg
Pier Structures	27228	314211	\$ 985,623	= Cf*Cc+Ws*Csn
Miscellaneous Concrete	6666	76926	\$ 241,302	= Cf*Cc+Ws*Csn
Shafts			\$ 828,750	2*Ns*Lsa*Cs+(Nsp-1)*(Ns*Lsp*Cs+Ns*Lp*Cp)
<b>Total Cost</b>			<b>\$ 5,608,101</b>	

**Alternative BD-1**

8 Spans @ 91'-3", BT 54 Girders

Geometry		Materials		Unit Costs	
Span Length, Lsp =	91.25 ft	Deck, Vd =	38 CF/LF	Steel Epoxy, Cse =	1.75 \$/lb
Number of Spans, Nsp	8	Pier Cap, Vp =	952 CF	Steel Gr 60, Csn =	1.5 \$/lb
Girder count, Ng =	6	Columns, Vc =	616 CF	Concrete, Cc =	510 \$/cy
No. of Shafts, Ns =	4	Abut. Diaph, Vad =	761 CF	Girder, Cg =	240 \$/ft
Shaft Length Abut, Lsa =	40 ft	Pier Diaph, Vpd =	948 CF	Shaft, soil Cs =	480 \$/ft
Shaft Length Pier, Lsp =	40 ft	Approach Slab, Va =	1786 CF	Perm. Casing, Cp =	405 \$/ft
Perm Casing, Lp =	5.0 ft	Wingwalls, Vw =	620 CF		
		Deck Steel Density, d.d =	235 LB/CY		
		Steel Density, d.c =	11.54 LB/CF		
		Shaft Steel Density, d.s =	6.98 LB/CF		

Item	Conc Volume = Vc (Cf)	Steel Weight = Ws (lb)	Cost	Cost Equation
Deck	27740	241441	\$ 946,499	= Vc*Cc + Ws*Cse
Girders			\$ 1,051,200	= Lsp*Nsp*Ng*Cg
Pier Structures	17612	203242	\$ 637,535	= Cf*Cc+Ws*Csn
Miscellaneous Concrete	3928	45329	\$ 142,189	= Cf*Cc+Ws*Csn
Shafts			\$ 747,900	2*Ns*Lsa*Cs+(Nsp-1)*(Ns*Lsp*Cs+Ns*Lp*Cp)
<b>Total Cost</b>			<b>\$ 3,525,323</b>	

**Alternative BD-2**

7 Spans @ 104'-6", BT 63 Girders

Geometry		Materials		Unit Costs	
Span Length, Lsp =	104.5 ft	Deck, Vd =	38 CF/LF	Steel Epoxy, Cse =	1.75 \$/lb
Number of Spans, Nsp	7	Pier Cap, Vp =	952 CF	Steel Gr 60, Csn =	1.5 \$/lb
Girder count, Ng =	6	Columns, Vc =	616 CF	Concrete, Cc =	510 \$/cy
No. of Shafts, Ns =	4	Abut. Diaph, Vad =	879 CF	Girder, Cg =	250 \$/ft
Shaft Length Abut, Lsa =	40 ft	Pier Diaph, Vpd =	1097 CF	Shaft, soil Cs =	480 \$/ft
Shaft Length Pier, Lsp =	40 ft	Approach Slab, Va =	1786 CF	Perm. Casing, Cp =	405 \$/ft
Perm Casing, Lp =	5.0 ft	Wingwalls, Vw =	620 CF		
		Deck Steel Density, d.d =	235 LB/CY		
		Steel Density, d.c =	11.54 LB/CF		
		Shaft Steel Density, d.s =	6.98 LB/CF		

Item	Conc Volume = Vc (Cf)	Steel Weight = Ws (lb)	Cost	Cost Equation
Deck	27797	241937	\$ 948,444	= Vc*Cc + Ws*Cse
Girders			\$ 1,097,250	= Lsp*Nsp*Ng*Cg
Pier Structures	15990	184525	\$ 578,820	= Cf*Cc+Ws*Csn
Miscellaneous Concrete	4164	48053	\$ 150,732	= Cf*Cc+Ws*Csn
Shafts			\$ 663,000	2*Ns*Lsa*Cs+(Nsp-1)*(Ns*Lsp*Cs+Ns*Lp*Cp)
<b>Total Cost</b>			<b>\$ 3,438,246</b>	

**Alternative BD-3**

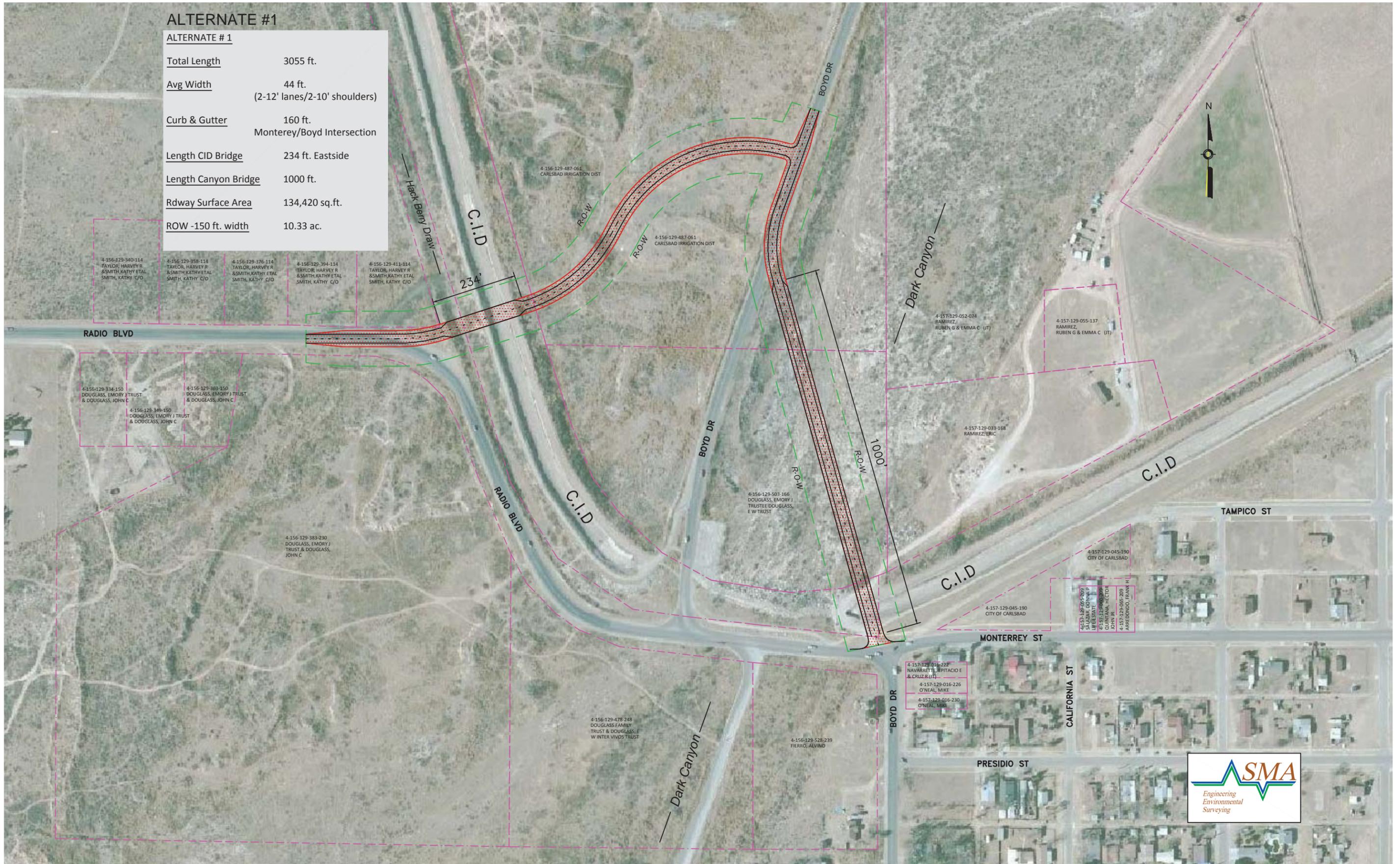
6 Spans @ 121'-9", BT 72 Girders

Geometry		Materials		Unit Costs	
Span Length, Lsp =	121.75 ft	Deck, Vd =	38 CF/LF	Steel Epoxy, Cse =	1.75 \$/lb
Number of Spans, Nsp	6	Pier Cap, Vp =	952 CF	Steel Gr 60, Csn =	1.5 \$/lb
Girder count, Ng =	6	Columns, Vc =	616 CF	Concrete, Cc =	510 \$/cy
No. of Shafts, Ns =	4	Abut. Diaph, Vad =	997 CF	Girder, Cg =	265 \$/ft
Shaft Length Abut, Lsa =	40 ft	Pier Diaph, Vpd =	1247 CF	Shaft, soil Cs =	480 \$/ft
Shaft Length Pier, Lsp =	40 ft	Approach Slab, Va =	1786 CF	Perm. Casing, Cp =	405 \$/ft
Perm Casing, Lp =	5.0 ft	Wingwalls, Vw =	620 CF		
		Deck Steel Density, d.d =	235 LB/CY		
		Steel Density, d.c =	11.54 LB/CF		
		Shaft Steel Density, d.s =	6.98 LB/CF		

Item	Conc Volume = Vc (Cf)	Steel Weight = Ws (lb)	Cost	Cost Equation
Deck	27759	241606	\$ 947,147	= Vc*Cc + Ws*Cse
Girders			\$ 1,161,495	= Lsp*Nsp*Ng*Cg
Pier Structures	14075	162426	\$ 509,499	= Cf*Cc+Ws*Csn
Miscellaneous Concrete	4400	50776	\$ 159,275	= Cf*Cc+Ws*Csn
Shafts			\$ 578,100	2*Ns*Lsa*Cs+(Nsp-1)*(Ns*Lsp*Cs+Ns*Lp*Cp)
<b>Total Cost</b>			<b>\$ 3,355,517</b>	

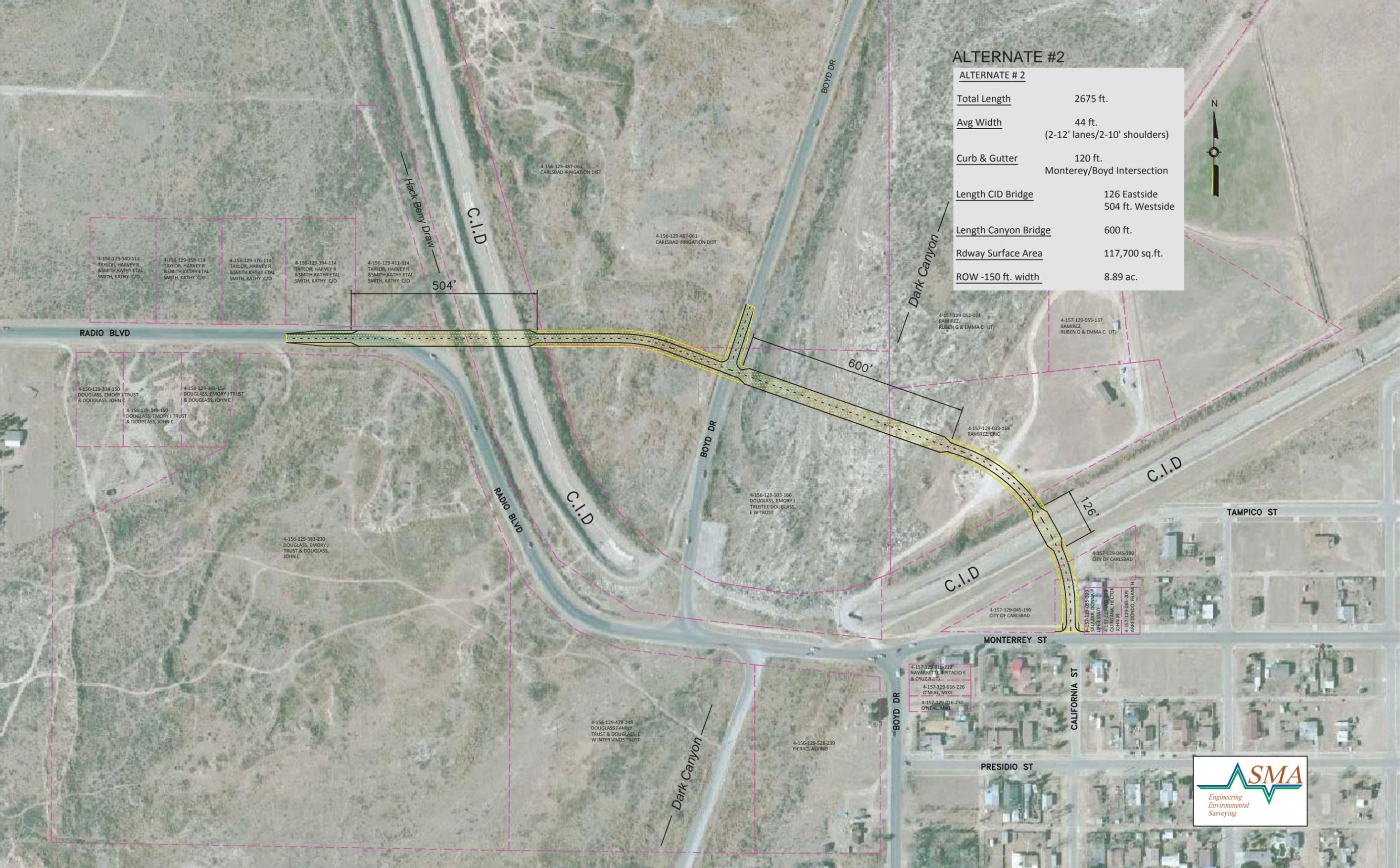
**ALTERNATE #1**

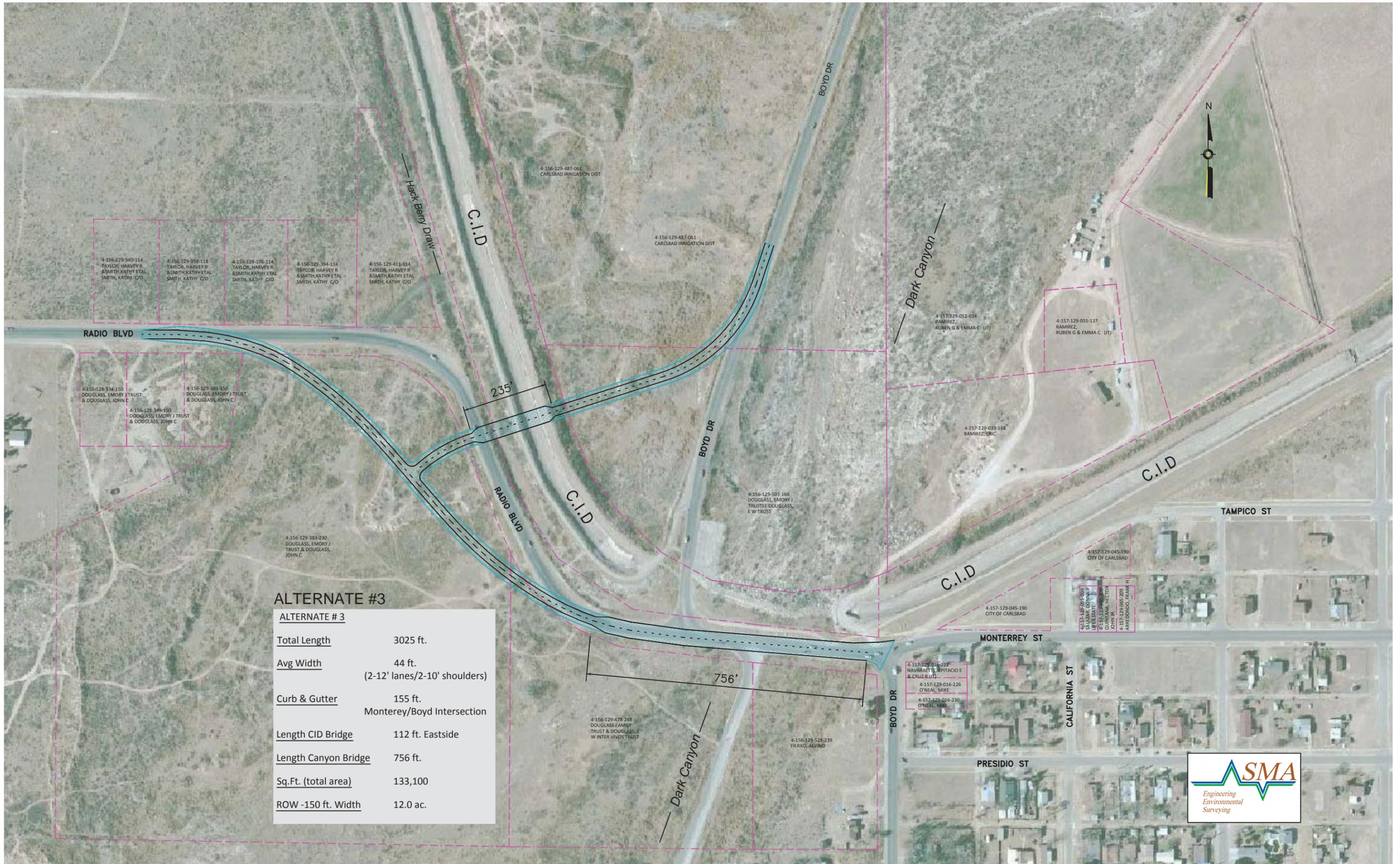
ALTERNATE # 1	
Total Length	3055 ft.
Avg Width	44 ft. (2-12' lanes/2-10' shoulders)
Curb & Gutter	160 ft. Monterrey/Boyd Intersection
Length CID Bridge	234 ft. Eastside
Length Canyon Bridge	1000 ft.
Rdway Surface Area	134,420 sq.ft.
ROW -150 ft. width	10.33 ac.



**ALTERNATE #2**

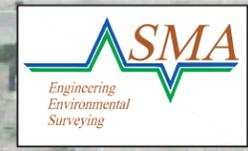
ALTERNATE # 2	
Total Length	2675 ft.
Avg Width	44 ft. (2-12' lanes/2-10' shoulders)
Curb & Gutter	120 ft. Monterrey/Boyd Intersection
Length CID Bridge	126 Eastside 504 ft. Westside
Length Canyon Bridge	600 ft.
Rdway Surface Area	117,700 sq.ft.
ROW -150 ft. width	8.89 ac.

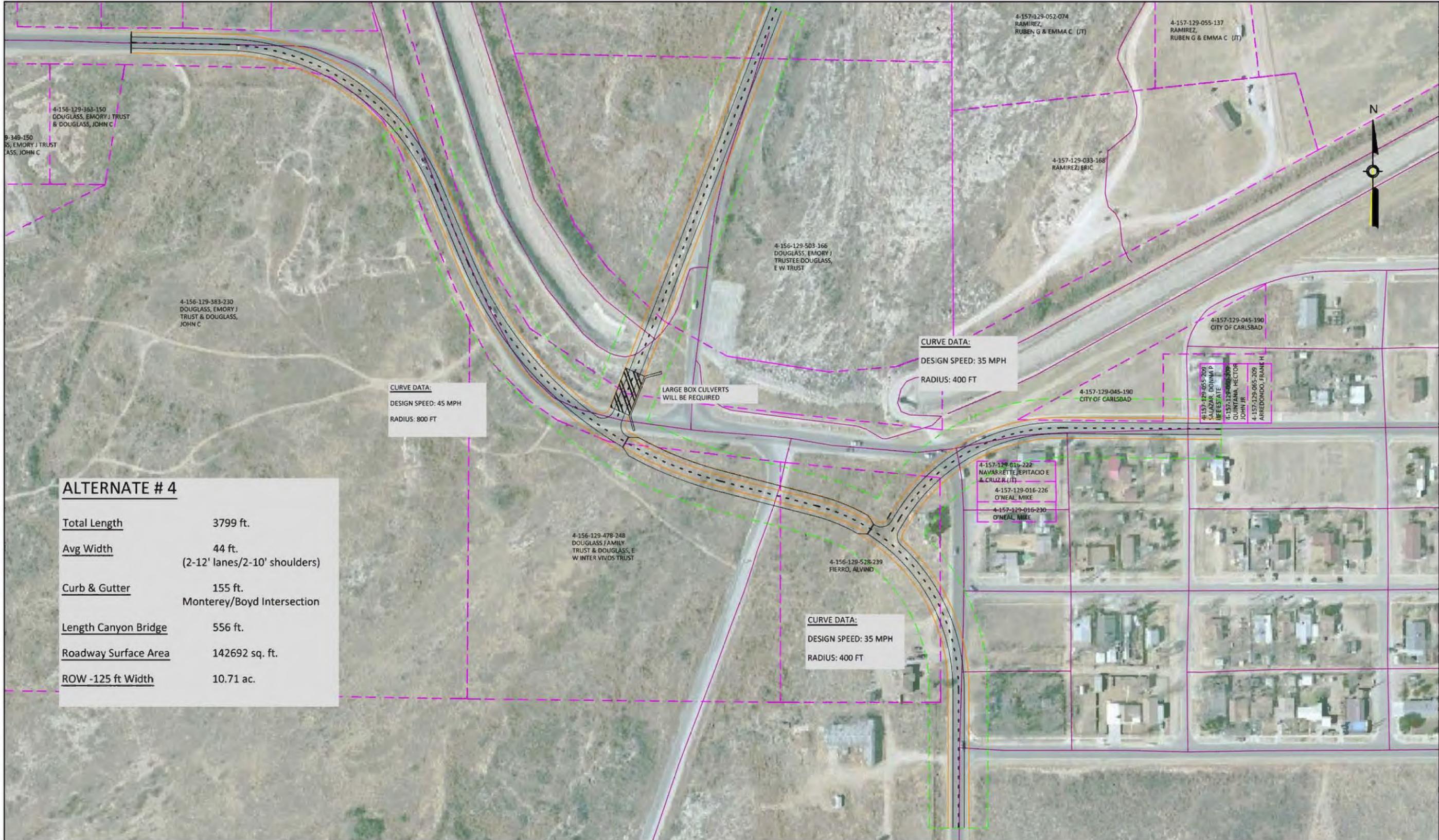




**ALTERNATE #3**

ALTERNATE # 3	
<u>Total Length</u>	3025 ft.
<u>Avg Width</u>	44 ft. (2-12' lanes/2-10' shoulders)
<u>Curb &amp; Gutter</u>	155 ft. Monterrey/Boyd Intersection
<u>Length CID Bridge</u>	112 ft. Eastside
<u>Length Canyon Bridge</u>	756 ft.
<u>Sq.Ft. (total area)</u>	133,100
<u>ROW -150 ft. Width</u>	12.0 ac.





Dark Canyon Feasibility Study  
CITY OF CARLSBAD, NEW MEXICO  
Preliminary Engineers Estimated Costs

11/19/2015

Name of Road: Radio Blvd./Boyd Dr. Re-alignments  
County of: Eddy  
Type: Roadway & Bridge  
Prepared by: Souder, Miller & Associates - AP

**Alternate:** Alignment Alternate No. 1

Road Length: 1821 ft  
Road Width: 44 ft

NO.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
201000	CLEARING AND GRUBBING	L.S.	1	\$50,000.00	\$50,000.00
203000	UNCLASSIFIED EXCAVATION	CU.YD.	3000	\$10.00	\$30,000.00
203300	EMBANKMENT	CU. YD.	30000.0	\$8.00	\$240,000.00
207000	SUBGRADE PREPARATION	SQ.YD.	10000.0	\$3.00	\$30,000.00
30200	PROCESSING, PLACING AND COMPACTING EXISTING PAVEMENT	SQ.YD.	2288	\$3.50	\$8,008.00
303010	BASE COURSE (TYPE I)	CU. YD.	6111.1	\$40.00	\$244,444.44
407000	ASPHALT MATERIAL FOR TACK COAT	TON	6.04	\$584.00	\$3,527.36
424003	WMA SP-III (COMPLETE)	TON	3000	\$95.00	\$285,000.00
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1	\$50,000.00	\$50,000.00
608004	CONCRETE SIDEWALK 4"	SQ.YD.	116	\$69.00	\$8,004.00
608106	DRIVE PAD 6"	SQ.YD.	184	\$75.00	\$13,800.00
608500	6" CONCRETE FILLET	SQ.YD.	184	\$70.00	\$12,880.00
609424	CONCRETE VERTICAL CURB & GUTTER B 6" X 24"	LIN. FT.	160	\$23.00	\$3,680.00
621000	MOBILIZATION	L.S.	1	\$150,000.00	\$150,000.00

**Alignment Alternate No. 1 Subtotal** **\$1,129,343.80**

CONTINGENCIES @ 10% \$112,934.38

NEW MEXICO GROSS RECEIPTS TAX @ 7.4375% \$92,394.44

**TOTAL= \$1,334,672.62**

Dark Canyon Feasibility Study  
CITY OF CARLSBAD, NEW MEXICO  
Preliminary Engineers Estimated Costs

11/19/2015

Name of Road: Radio Blvd./Boyd Dr. Re-alignments  
County of: Eddy  
Type: Roadway & Bridge  
Prepared by: Souder, Miller & Associates - AP

**Alternate:** Alignment Alternate No. 2

Road Length: 1445  
Road Width: 44 ft

NO.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
201000	CLEARING AND GRUBBING	L.S.	1	\$50,000.00	\$50,000.00
203000	UNCLASSIFIED EXCAVATION	CU.YD.	3000.0	\$10.00	\$30,000.00
203300	EMBANKMENT	CU. YD.	28000.0	\$8.00	\$224,000.00
207000	SUBGRADE PREPARATION	SQ.YD.	7065	\$3.00	\$21,195.00
30200	PROCESSING, PLACING AND COMPACTING EXISTING PAVEMENT	SQ.YD.	1858	\$3.50	\$6,503.00
303010	BASE COURSE (TYPE I)	CU. YD.	4317.5	\$40.00	\$172,700.00
407000	ASPHALT MATERIAL FOR TACK COAT	TON	5	\$584.00	\$2,920.00
424003	WMA SP-III (COMPLETE)	TON	2012	\$95.00	\$191,140.00
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1	\$50,000.00	\$50,000.00
608004	CONCRETE SIDEWALK 4"	SQ.YD.	116	\$69.00	\$8,004.00
608106	DRIVE PAD 6"	SQ.YD.	276	\$75.00	\$20,700.00
608500	6" CONCRETE FILLET	SQ.YD.	184	\$70.00	\$12,880.00
609424	CONCRETE VERTICAL CURB & GUTTER B 6" X 24"	LIN. FT.	160	\$23.00	\$3,680.00
621000	MOBILIZATION	L.S.	1	\$150,000.00	\$150,000.00

**Alignment Alternate No. 2 Subtotal**

**\$943,722.00**

CONTINGENCIES @ 10%

\$94,372.20

NEW MEXICO GROSS RECEIPTS TAX @ 7.4375%

\$77,208.26

**TOTAL=**

**\$1,115,302.46**

Dark Canyon Feasibility Study  
CITY OF CARLSBAD, NEW MEXICO  
Preliminary Engineers Estimated Costs

11/19/2015

Name of Road: Radio Blvd./Boyd Dr. Re-alignments  
County of: Eddy  
Type: Roadway & Bridge  
Prepared by: Souder, Miller & Associates - AP

**Alternate:** Alignment Alternate No. 3

Road Length: 2157 ft  
Road Width: 44 ft

NO.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
201000	CLEARING AND GRUBBING	L.S.	1	\$65,000.00	\$65,000.00
203000	UNCLASSIFIED EXCAVATION	CU.YD.	4889.0	\$6.00	\$29,334.00
203300	EMBANKMENT	CU. YD.	40000.0	\$4.00	\$160,000.00
207000	SUBGRADE PREPARATION	SQ.YD.	10546	\$3.00	\$31,638.00
30200	PROCESSING, PLACING AND COMPACTING EXISTING PAVEMENT	SQ.YD.	1917	\$3.50	\$6,709.50
303010	BASE COURSE (TYPE I)	CU. YD.	6445	\$40.00	\$257,791.11
407000	ASPHALT MATERIAL FOR TACK COAT	TON	6	\$584.00	\$3,504.00
424003	WMA SP-III (COMPLETE)	TON	5280	\$95.00	\$501,600.00
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1	\$50,000.00	\$50,000.00
608004	CONCRETE SIDEWALK 4"	SQ.YD.	116	\$69.00	\$8,004.00
608106	DRIVE PAD 6"	SQ.YD.	276	\$75.00	\$20,700.00
608500	6" CONCRETE FILLET	SQ.YD.	184	\$70.00	\$12,880.00
609424	CONCRETE VERTICAL CURB & GUTTER B 6" X 24"	LIN. FT.	155	\$23.00	\$3,565.00
621000	MOBILIZATION	L.S.	1	\$150,000.00	\$150,000.00

**Alignment Alternate No. 3 Subtotal**

**\$1,300,725.61**

CONTINGENCIES @ 10%

\$130,072.56

NEW MEXICO GROSS RECEIPTS TAX @ 7.4375%

\$106,415.61

**TOTAL=**

**\$1,537,213.79**

Dark Canyon Feasibility Study  
CITY OF CARLSBAD, NEW MEXICO  
Preliminary Engineers Estimated Costs

11/19/2015

Name of Road: Radio Blvd./Boyd Dr. Re-alignments  
County of: Eddy  
Type: Roadway & Bridge  
Prepared by: Souder, Miller & Associates - AP

**Alternate:** Alignment Alternate No. 4

Road Length: 3800 ft  
Road Width: 44 ft

NO.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
201000	CLEARING AND GRUBBING	L.S.	1	\$65,000.00	\$65,000.00
203000	UNCLASSIFIED EXCAVATION	CU.YD.	1000.0	\$6.00	\$6,000.00
203300	EMBANKMENT	CU. YD.	72693.3	\$4.00	\$290,773.33
207000	SUBGRADE PREPARATION	SQ.YD.	18578	\$3.00	\$55,734.00
30200	PROCESSING, PLACING AND COMPACTING EXISTING PAVEMENT	SQ.YD.	4386.67	\$3.50	\$15,353.33
303010	BASE COURSE (TYPE I)	CU. YD.	11353	\$40.00	\$454,128.89
407000	ASPHALT MATERIAL FOR TACK COAT	TON	7	\$584.00	\$4,088.00
424003	WMA SP-III (COMPLETE)	TON	3002.49	\$95.00	\$285,236.55
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1	\$50,000.00	\$50,000.00
608004	CONCRETE SIDEWALK 4"	SQ.YD.	116	\$69.00	\$8,004.00
608106	DRIVE PAD 6"	SQ.YD.	276	\$75.00	\$20,700.00
608500	6" CONCRETE FILLET	SQ.YD.	184	\$70.00	\$12,880.00
609424	CONCRETE VERTICAL CURB & GUTTER B 6" X 24"	LIN. FT.	160	\$23.00	\$3,680.00
621000	MOBILIZATION	L.S.	1	\$150,000.00	\$150,000.00

**Alignment Alternate No. 4 Subtotal**

**\$1,421,578.11**

CONTINGENCIES @ 10%

\$142,157.81

NEW MEXICO GROSS RECEIPTS TAX @ 7.4375%

\$116,302.86

**TOTAL=**

**\$1,680,038.77**

DARK CANYON HEC-RAS MODEL

Prepared by: Robert L. Porter, PE 19252  
Souder, Miller & Associates

Project Number 7B23548

Prepared on: 4/7/2015

DARK CANYON HEC RAS MODEL

$Q_{100} = 110,000$  CFS

$N = 0.035$

STATION	SMA MIN CHANNEL ELEV	SMA BASE FLOOD ELEVATION	SMA FLOW DEPTH	COMPARABLE TO FEMA XS
4+27	3109.98	3130.73	20.75	M
9+78	3109.00	3131.70	22.70	N
15+25	3116.84	3132.00	15.16	O
18+18	3124.89	3136.13	11.24	P
22+95	3125.45	3138.18	12.73	Q
27+54	3126.19	3138.73	12.54	R
29+70	3126.38	3139.06	12.68	S

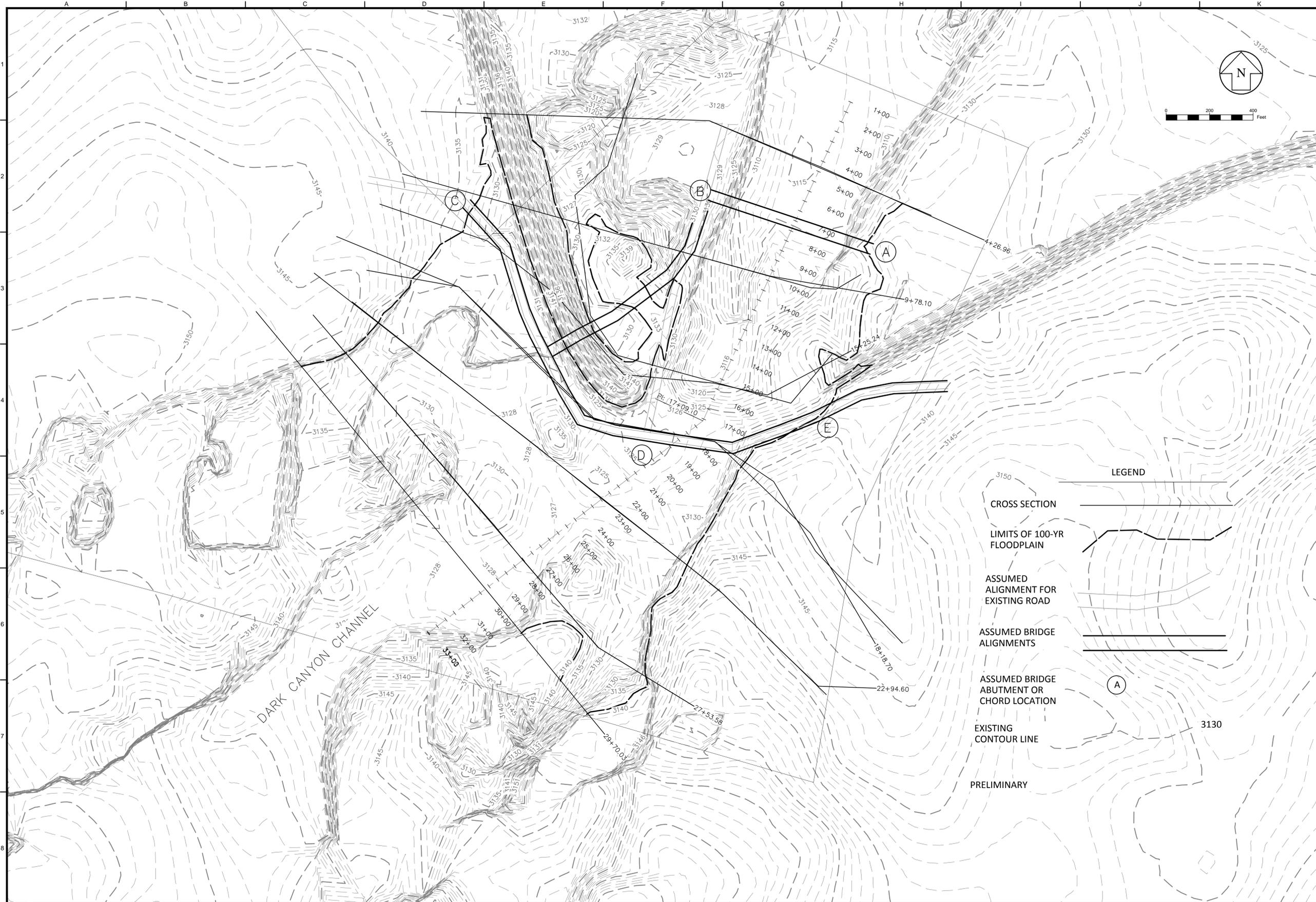
DARK CANYON PRELIMINARY BRIDGE STUDY

SUMMARY OF BRIDGE ABUTMENT AND BOTTOM CHORD ELEVATIONS

Prepared by: Robert L. Porter, NM PE 19252

Prepared on: 4/7/2015

ABUTMENT OR CHORD LOCATIONS	BASE FLOOD ELEVATIONS
SEE PLAN VIEW	FEET
A	3131.0
B	3131.0
C	3131.7
D	3136.1
E	3134.0



Rev #	Date	Description	By	CHKD

**SOUDER, MILLER & ASSOCIATES**  
 401 N. 17th St., Suite 4  
 Las Cruces, NM 88005-8131  
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 Center - Grand Junction, CO - Silverdale, WA - Meath, UT - El Paso, TX

City of Carlsbad  
 Town  
**DARK CANYON BRIDGE**  
 Flood Study Analysis  
 Plan View of Cross Sections

THIS DRAWING IS INCOMPLETE  
 AND NOT TO BE USED FOR  
 CONSTRUCTION UNLESS IT IS  
 STAMPED, SIGNED AND DATED

Designed RLP	Drawn KM	Checked RLP
Date: 4/7/2015		
Scale: Horiz: 1" = 200'		
Vert:		
Project No:		
Sheet: <b>Figure 1</b>		

**NOTES TO USERS**

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where Base Flood Elevations (BFEs) and/or floodways have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations (CBFEs) shown on this map apply only landward of 0.0 North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The projection used in the preparation of this map was State Plane New Mexico East FIPS 3001. The horizontal datum was NAD83, GRS1980 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov> or contact the National Geodetic Survey at the following address:

NGS Information Services  
NOAA, NGS12  
National Geodetic Survey  
SSMC-3, #9202  
1315 East-West Highway  
Silver Spring, Maryland 20910-3282  
(301) 713-3242

To obtain current elevation, description, and/or location information for bench marks shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242 or visit its website at <http://www.ngs.noaa.gov>.

Base map information shown on this FIRM was provided in digital format by the Eddy County Geographical Information Systems and Rural Addressing Department.

This map reflects more detailed and up-to-date stream channel configurations than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

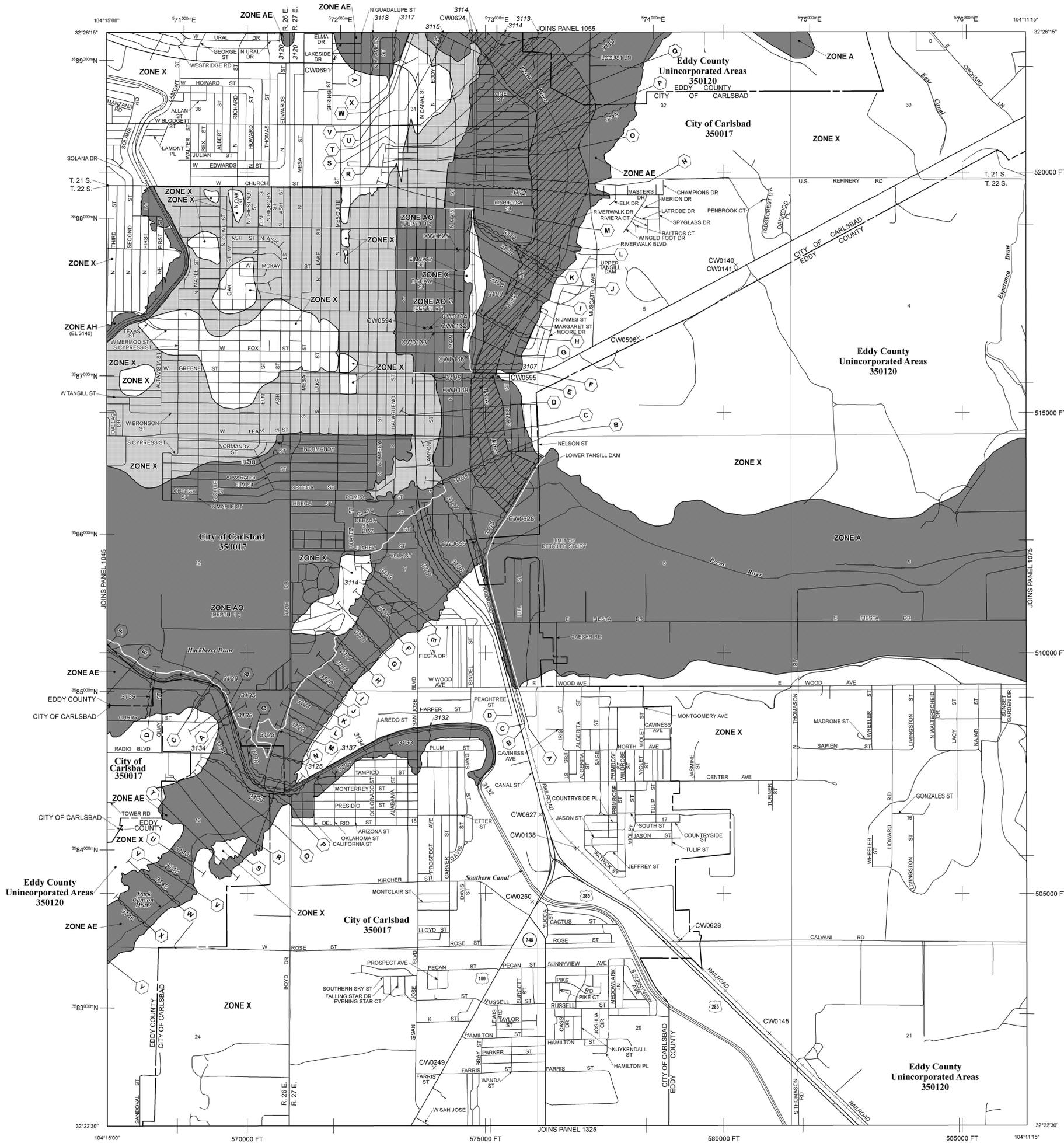
Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed Map Index for an overview map of the county showing the layout of map panels, community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the FEMA Map Service Center at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at <http://www.msc.fema.gov>.

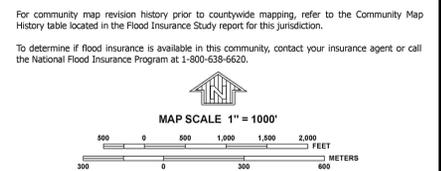
If you have questions about this map or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA MAP (1-877-336-2627) or visit the FEMA website at [www.fema.gov](http://www.fema.gov).

The "profile base lines" depicted on this map represent the hydraulic modeling baselines that match the flood profiles in the FIS report. As a result of improved topographic data, the "profile base line", in some cases, may deviate significantly from the channel centerline or appear outside the SFHA.



**LEGEND**

- SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD
- The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.
- ZONE A** No Base Flood Elevations determined.
- ZONE AE** Base Flood Elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE AR** Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
- ZONE A99** Areas to be protected from 1% annual chance flood event by a Federal flood protection system under construction; no Base Flood Elevations determined.
- ZONE V** Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- ZONE VE** Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.
- FLOODWAY AREAS IN ZONE AE
- The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.
- OTHER FLOOD AREAS**
- ZONE X** Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
- OTHER AREAS**
- ZONE X** Areas determined to be outside the 0.2% annual chance floodplain.
- ZONE D** Areas in which flood hazards are undetermined, but possible.
- COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS
- OTHERWISE PROTECTED AREAS (OPAs)
- CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.
- Floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths, or flood velocities
- Base Flood Elevation line and value; elevation in feet\*
- Base Flood Elevation value where uniform within zone; elevation in feet\*
- \* Referenced to the North American Vertical Datum of 1988
- Cross section line
- Transect line
- Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 1000-meter Universal Transverse Mercator grid ticks, zone 13
- 5000-foot grid values: New Mexico State Plane coordinate system, East Zone (FIPSZONE = 3001), Transverse Mercator
- Bench mark (see explanation in Notes to Users section of this FIRM panel)
- River Mile
- MAP REPOSITORIES**
- Refer to Map Repositories list on Map Index
- EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP**
- June 4, 2010
- EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL**



**NATIONAL FLOOD INSURANCE PROGRAM**

PANEL 1065D

**FIRM**

**FLOOD INSURANCE RATE MAP**

**EDDY COUNTY, NEW MEXICO AND INCORPORATED AREAS**

PANEL 1065 OF 2000  
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
CARLSBAD, CITY OF	350017	1065	D
EDDY COUNTY, UNINCORPORATED AREAS	350120	1065	D

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

**MAP NUMBER 35015C1065D**

**EFFECTIVE DATE JUNE 4, 2010**

Federal Emergency Management Agency

**Table 2. Summary of Discharges**

<u>Flooding Source and Location</u>	<u>Drainage Area (square miles)</u>	<u>Peak Discharges (cubic feet per second)</u>			
		<u>10-percent</u>	<u>2-percent</u>	<u>1-percent</u>	<u>0.2-percent</u>
DARK CANYON DRAW	451.0	*	*	110,000	*
EAGLE CREEK					
East of Artesia City Limits	193.7	1,720	3,650	4,840	7,410
West of 26 <sup>th</sup> Street	187.1	1,240	1,390	2,160	3,270
East of 26 <sup>th</sup> Street	187.3	1,240	1,440	2,210	3,270
HACKBERRY DRAW					
Upstream of Southern Canal	9.0	*	*	3,600	*
Upstream of Marquess Street	6.0	*	*	3,020	*
Above Hackberry Draw Dam	4.5	*	*	2,660	*
PECOS RIVER					
Downstream of Dark Canyon Draw	846.0	*	*	136,000	*
Upstream of Dark Canyon Draw	395.0	*	*	69,000	*
SOUTH EAGLE CREEK					
East of Artesia City limits	2.0	*	*	1,810	*
WASHINGTON AVENUE SHALLOW FLOODING	1.1	*	*	1,780	*

\* Data Not Available



**500 North Main St., Suite 504  
Roswell, New Mexico 88201  
Phone: 575.624.2400/Fax: 575.624.2442  
[www.soudermiller.com](http://www.soudermiller.com)**

CITY OF CARLSBAD

**AGENDA BRIEFING MEMORANDUM  
PURCHASING RECOMMENDATION**

Council Meeting Date: 08-09-2016

<b>Department:</b> Engineering	<b>BY:</b> Jason Burns - Projects	<b>Date:</b> 08-03-2016
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**SUBJECT:** Infrastructure  
**Description:**  
Award Bid Number for Construction of The Labyrinth.

<b>SYNOPSIS:</b>	Qty <u>1</u>	Total Est. Cost	<u>\$ 29,500.00</u>	Total Actual Cost	<u>\$ 29,500.00</u>
	Budgeted Yes	Est. City Share	<u>\$ 29,500.00</u>	Actual City Share	<u>\$ 29,500.00</u>
	Account # <u>49-0490-84000-000001</u>		<u>\$ 40,000.00</u>		
	Account # _____		_____		
	Account # _____		_____		
	Account # _____		_____		
		<b>TOTAL</b>	<u>\$ 40,000.00</u>		

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

This project is to construct a Labyrinth near the near the intersection of Locust Ln. and Mission Ave. This is a project to reconstruct / relocate the existing Labyrinth and monument that was removed from the Beach Park during the construction of a separate City project. This project will allow the City to construct a Labyrinth that will be more resistant to normal usage and weathering as well as provide a full 40 ft diameter.

<b>Requested action to be taken by Council:</b> Select one	<b>Council Action Taken:</b> Select one	<b>Date:</b>
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**Reviewed by City Administrator:**

<b>POST BID/RFP RECOMMENDATION</b>	<b>Council Meeting Date:</b>	06/14/2016
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<b>Requested action to be taken by Council:</b> Award Bid Number	<b>Council Action Taken:</b> Select one	<b>Date:</b> 06/08/2016
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**ADDITIONAL INFORMATION:**  
Council consideration is requested to consider the award of a CES contract to Wade Construction for the reconstruction of a Labyrinth near the intersection of Locust Ln. and Mission Ave.

**Reviewed by City Administrator:** /s/ Steve McCutcheon August 4, 2016

ATTACHMENT(S):  Specifications  Bid/RFP Summary  Other: \_\_\_\_\_

# CONSTRUCTION BID PROPOSAL

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## OWNER INFORMATION

Name City of Carlsbad  
Address 101 N. Halaguneo  
City, State ZIP Carlsbad, NM 88220  
Phone  
Email  
Date 2/26/2016  
Project Name Labyrinth

## CONTRACTOR INFORMATION

Company Wade Construction, LLC.  
Name Robert Wade/Scott Wade  
Address 502 S. Main Street  
City, State ZIP Carlsbad, NM 88220  
Phone 575-885-6064  
Fax 575-887-3090  
Email wadeco@bajabb.com

## SCOPE OF WORK

---

Provide a price quote for a 40' diameter concrete slab, 4" thick with welded wire fabric and fiber mesh. Over a minimum of 8" of compacted base course, concrete to have integral color, slab to have 38' diameter labyrinth sandblasted onto the surface and sealed with a clear gloss concrete sealer.

## NOT INCLUDED

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## COMPANY PROPOSAL

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We, Wade Construction, LLC, propose the above scope of work, for the amount of \$29,500.00, plus tax.

Submitted by (Company Representative)

Date

## OWNER ACCEPTANCE

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I do accept the above scope of work, proposed for the amount of \$29,500.00, plus tax.

Submitted by (home owner or authorized representative)

Date

CITY OF CARLSBAD

**AGENDA BRIEFING MEMORANDUM  
PURCHASING RECOMMENDATION**

Council Meeting Date: 08-09-2016

<b>Department:</b> Engineering	<b>BY:</b> Jason Burns - Projects	<b>Date:</b> 08-03-2016
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**SUBJECT:** Infrastructure  
**Description:**  
Award Bid Number for Roof Construction on Municipal Library.

<b>SYNOPSIS:</b>	Qty <u>1</u>	Total Est. Cost	<u>\$ 150,000.00</u>	Total Actual Cost	<u>\$ 153,370.49</u>
	Budgeted Yes	Est. City Share	<u>\$ 150,000.00</u>	Actual City Share	<u>\$ 153,370.49</u>
	Account # <u>49-0490-60110-000080</u>		<u>\$ 153,377.00</u>		
	Account # _____		_____		
	Account # _____		_____		
	Account # _____		_____		
		<b>TOTAL</b>	<u>\$ 153,377.00</u>		

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

This project is part of the Insurance Re-Roof Project that is a result of the hail storm that occurred in June 2014. The Municipal Library roof was damaged and requires a complete re-roof, as per the insurance company adjuster. This roof will be a Thermoplastic Polyolefin (TPO) over lay, and will be covered in full by the insurance company.

<b>Requested action to be taken by Council:</b> Select one	<b>Council Action Taken:</b> Select one	<b>Date:</b>
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**Reviewed by City Administrator:**

<b>POST BID/RFP RECOMMENDATION</b>	<b>Council Meeting Date:</b>	06/14/2016
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<b>Requested action to be taken by Council:</b> Award Bid Number	<b>Council Action Taken:</b> Select one	<b>Date:</b> 06/08/2016
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**ADDITIONAL INFORMATION:**  
Council consideration is requested to consider the award of a CES contract to Speir Construction for the Roof Construction on the Carlsbad Municipal Library.

**Reviewed by City Administrator:** /s/ Steve McCutcheon August 4, 2016

ATTACHMENT(S):  Specifications  Bid/RFP Summary  Other: \_\_\_\_\_



## Job Order Contract

### Price Proposal Summary - CSI

[www.eziqc.com](http://www.eziqc.com)

Date: July 22, 2016  
Contract Number: Region 6  
Job Order Number: 031049.00  
Job Order Title: Carlsbad City Library  
Contractor: Speir Construction, Inc.  
Proposal Value: \$153,370.49  
Proposal Name: Carlsbad City Library  
Detailed Scope:

<b>01 - General Requirements:</b>	<b>\$19,895.10</b>
<b>07 - Thermal &amp; Moisture Protection:</b>	<b>\$130,002.39</b>
<b>08 - Openings:</b>	<b>\$3,473.00</b>
<b>Proposal Total</b>	<b>\$153,370.49</b>

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**The Percent of NPP on this Proposal: 2.26%**

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM  
PURCHASING RECOMMENDATION

Council Meeting Date: 8/9/16

Department: Double Eagle	BY: Matt Fletcher, Purchasing Mgr.	Date: 7/29/16
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**SUBJECT:** Services  
**Description:**  
Repair 30 foot section of the Double Eagle waterline

<b>SYNOPSIS:</b>	Qty <u>1</u>	Total Est. Cost	<u>\$ 196,000.00</u>	Total Actual Cost	<u>\$ 162,438.70</u>
Budgeted Yes		Est. City Share	<u>\$ 196,000.00</u>	Actual City Share	<u>\$ 162,438.70</u>
Account #	<u>36-0360-61336</u>		<u>\$ 196,000.00</u>		
Account #	_____		_____		
Account #	_____		_____		
Account #	_____		_____		
<b>TOTAL</b>			<u>\$ 196,000.00</u>		

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

The City of Carlsbad requested sealed bids for the repair of a 30 foot section of the Double Eagle waterline that is leaking. Two bids were received. The low bid was received by J & H Services in the amount of \$158,715.00 plus NMGR. However, J & H Services bid had to be disqualified due to having sub-contractor listed on the job that is not registered with the Department of Workforce Solutions. Since the bid amount requires that state wage rates be paid, the bid award will not be approved by the Workforce Solutions Department. Therefore, the award recommendation is to award to the second low bidder, DuCross Construction in the amount of \$162,438.70 plus NMGR.

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

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

<b>Requested action to be taken by Council:</b> Award Bid Number	<b>Council Action Taken:</b> Select one	<b>Date:</b> 8-9-2016
2016-21		

**ADDITIONAL INFORMATION:**  
Award Bid #2016-21 to DuCross Construction in the amount of \$162,438.70 plus NMGR.

Reviewed by City Administrator: /s/ Steve McCutcheon August 4, 2016

ATTACHMENT(S):  Specifications  Bid/RFP Summary  Other: \_\_\_\_\_

**BID TABULATION**

BID # 2016-21

*Bid Opening Date:* 7/14/2016

*Bid Opening Time:* 2:30 p.m.

*Dept.* Double Eagle

**BID ITEM/Project:** Double Eagle Waterline Repair

<b>Bidder Name:</b>	<b>Bid Amount</b>	<b>New Mexico Resident Bidder</b>	<b>Bid Bond</b>
J & H Services	\$ 158,715.00	Yes	Yes
DuCross Construction	\$ 162,438.70	Yes	Yes
* *bid results are unofficial until reviewed and approved for award by the Carlsbad City Council.			



July 14, 2016

City of Carlsbad  
101 N. Halagueno  
Carlsbad, NM 88220

Re: Bid Form Requirements

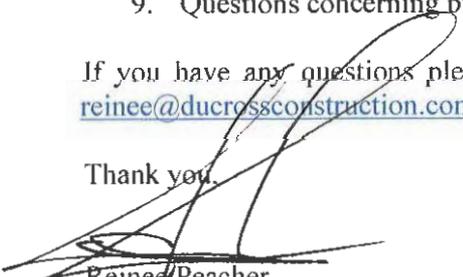
Dear Sir or Madam,

DuCross Construction is submitting or acknowledging the following with our bid:

1. Sealed Envelope
2. City of Carlsbad Bid Forms
3. State of New Mexico Wage LE-16-1152-A
4. Attached letter in response Requirement No.4 listed on the bid Form for a 100% Performance and Payment Bond to be submitted with our Bid. We are submitting a Bid Bond for 5% of the amount, but wanted to acknowledge this Requirement No.4.
5. Bids signed
6. 3 copies of our Bid
  - a. Subcontractor Listing
  - b. Campaign Disclosure Form
  - c. NOT APPLICABLE- Veterans Preference
  - d. Resident Contractor Preference
  - e. NMDOL Registration
  - f. Contractor License
  - g. Bond Letter
7. No Alternate Bid
8. Bids remain subject to acceptance for 30 days after bid opening
9. Questions concerning bid must be addressed through the Purchasing Manager

If you have any questions please feel free to contact me directly at (575) 636-3023 or by email at [reinee@ducrossconstruction.com](mailto:reinee@ducrossconstruction.com).

Thank you.

  
Reinee Peacher  
Vice President

**INVITATION TO BID**

**BID FORM  
[Double Eagle Waterline Repair]**

**BID NO. 2016-21**

City of Carlsbad  
101 N. Halagueno  
Carlsbad, New Mexico 88220  
Or  
PO Box 1569  
Carlsbad, New Mexico 88221

**BID DUE DATE:**

Please submit on or before July 14, 2016 at the office of the Purchasing Manager, Room 114. At precisely 2:30 p.m. on July 14, 2016 bids will be opened and read aloud in Conference Room 204.

1. Bids must be clearly marked on the outside of the sealed envelope: "Bid No. 2016-21 "Double Eagle Waterline Repairs"
2. All bids must be submitted on bid forms furnished by the City of Carlsbad.
3. State of New Mexico Wage Decision Number LE-16-1152-A is in effect for this project.
4. A performance bond and payment bond equal to 100% of the bid price is required to be submitted with this bid.
5. In order to be a valid bid, all bids must be signed.
6. Please submit three copies of your bid.
7. No alternate bids will be accepted.
8. Bids will remain subject to acceptance for 30 days after Bid Opening.
9. Any questions concerning this bid must be addressed to the Purchasing Manager (575) 234-7905.

Price Excluding NMGR T \$ 162,438.70

Gross Receipt Tax \$ 12,284.43

Total Bid Price Including Tax \$ 174,723.13

46-2710474

New Mexico Identification Tax Number

*will apply if awarded and required*

City Business Registration Number

L078826896

Resident Business Certification No.

(575) 636-3023

Telephone Number

DuCross Construction, LLC

Name of Company

Signature

*Reinee Peacher*

Title

*Vice President*

PO Box 13230

Business Address

Las Cruces, NM 88013

City, State, Zip

Acceptance of this bid constitutes a contract and is binding on both parties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks. Acceptance of this bid constitutes a contract and is binding on both parties.

**BID NO. 2016-21**

**BID SPECIFICATIONS**

ITEM		MINIMUM/REQUIRED SPECIFICATIONS	BIDDER'S SPECIFICATIONS <sup>(1)</sup>	BIDDER'S ACTUAL SPECIFICATIONS <sup>(2)</sup>
1.	2 (two) 24" line stops with 6" bypass line	Line stop and thrust blocking on 24" CCP with 6" temporary above ground bypass line connecting line stops and all necessary part and fittings. (reference engineer drawings and specifications)	<input checked="" type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
2.	Saw cut and remove existing 24" CCP pipe and bend.	Cut and remove approximately 30' of 24" CCP including 45° bend and existing concrete blocking. (reference engineer drawings and specifications)	<input checked="" type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
3.	1 (one) CCP pipe repair	Repair of 24" CCP shall include (2) 24" CCP 2 piece butt straps, (1) DIP 45° bend MJ x MJ with restraints & concrete thrust blocking, approx. 15' 24" C905 PVC pipe, (2) 24" DIP solid sleeve MJ x MJ with restraints, (2) DIP spool PE x FL, (2) steel pipe spool FL x PE. (reference engineer drawings and specifications)	<input checked="" type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
4.	Labor & Equipment	This shall include all labor, vehicles and equipment necessary to excavate, cut & remove existing line; install all fittings, parts and materials required for complete repair on 24" CCP line, flushing and disinfection per AWWA requirements, backfilling and compaction. (reference engineer drawings and specifications)	<input checked="" type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
5.	Bid Bond	5% Bid Bond on project	<input checked="" type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
6.	Work Completion and Delivery	Work shall be completed within 60 calendar days after notice to proceed	<input checked="" type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
7.	Inspection	All equipment and materials are to be inspected and approved by the Owner's Representative prior to	<input checked="" type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	

(1) Bidder is required to fill in this column.

(2) Actual specifications must be provided in this column for any non-conforming specifications

**BID NO. 2016-21**

ITEM	MINIMUM/REQUIRED SPECIFICATIONS	BIDDER'S SPECIFICATIONS <sup>(1)</sup>	BIDDER'S ACTUAL SPECIFICATIONS <sup>(2)</sup>	
	installation. Work in progress will also be inspected by the Owner's Representative.			
8.	Method of Payment	Payment for all work to be performed by the Contractor will be made on a lump sum basis represented by the Total Bid Price. The Total Bid Price shall include equipment, materials not provided by the Owner, labor, fees, overhead, profit and any other costs necessary to complete the work.	<input checked="" type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
9.	Warranty	Work performed by the Contractor shall be warranted for a period of one (1) year from date of completion and acceptance	<input checked="" type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	

**VENDOR NOTES:**

- (1) Bidder is required to fill in this column.
- (2) Actual specifications must be provided in this column for any non-conforming specifications.

## SUBCONTRACTOR LIST

13-4-34. Listing of subcontractors; requirements.

A. Any using agency taking bids for any public works construction project shall provide in the bidding documents prepared for that project a **listing threshold which shall be five thousand dollars (\$5,000) or one-half of one percent of the architect's or engineer's estimate of the total project cost, not including alternates, whichever is greater.**

Any person submitting a bid shall in his bid set forth:

(1) the name and the city or county of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render service to the contractor in or about the construction of the public works construction project in an amount in excess of the listing threshold; and

(2) the category of the work that will be done by each subcontractor. The contractor shall list only one subcontractor for each category as defined by the contractor in his bid.

Company Name Pipeline Solutions, Inc. License # 370704 Type: GF09

Department of Workforce Solutions Registration Number 002360520111118 (if applicable)

Address 6616 Gulton Ct. NM, Suite 90

City Albuquerque State NM

Phone Number (505) 345-3422

Category of Work to be performed Line Stops

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Amount of Sub-Contract \$ Approx \$70,000.00

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## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:

Mayor Dale Janway  
Councilman Edward T. Rodriguez  
Councilman Wesley Carter  
Councilwoman Sandra K. Nunley  
Councilman J.R. Doporto  
Councilman Lisa Anaya-Flores  
Councilman Jason G. Shirley  
Councilman Janell E. Whitlock  
Councilman Richard W. Doss  
Municipal Court Judge Janet Ellis

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

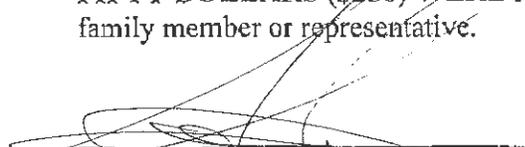
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

--OR--

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

  
\_\_\_\_\_  
Signature *Reinee Peacher*

7/14/2016  
Date

*Vice President*  
\_\_\_\_\_  
Title (Position)

Resident Veterans Preference Certification

**NOT APPLICABLE**

(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

NOT APPLICABLE

(Signature of Business Representative)\*

(Date)

\*Must be an authorized signatory for the Business

The representations made in the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

**STATE OF NEW MEXICO**

TAXATION AND REVENUE DEPARTMENT

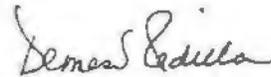
**RESIDENT CONTRACTOR CERTIFICATE**

Issued to: **DUCROSS CONSTRUCTION, LLC**  
DBA: **BENJAMIN LOPEZ**  
**DUCROSS CONSTRUCTION, LLC**  
**PO BOX 13230**  
**LAS CRUCES, NM 88013-3230**

Expires: **21-Aug-2016**

Certificate Number:

**L0137728464**



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



## Certificate of Public Works Registration

DuCross Construction, LLC

DuCross Construction LLC

PO Box 13230

Las Cruces, NM 88013

Registration Date: 4/7/2015

Registration Expiration: 6/2/2017

Registration Number: 02901920130614

This certificate does not show the current status for the company.

To see the current status for this company please go to the NMDWS Public Works Website at

<http://www.dws.state.nm.us/LaborRelations/LaborInformation/PublicWorks>

**STATE OF NEW MEXICO**

CONSTRUCTION INDUSTRIES DIVISION

**DUCROSS CONSTRUCTION, LLC**

LICENSE NUMBER

**378767**

Qualifying Party(S)

LOPEZ BENJAMIN R

LOPEZ BENJAMIN R

EXPIRES

**06/30/2019**

CLASSIFICATION(S)

GA98, GB98, GF98



  
DIRECTOR

This card is the property of the CID and shall be surrendered upon demand



1691 Hickory Loop, Suite B  
Las Cruces, NM 88005  
575-524-2222 • 575-525-1716 (FAX)

July 14, 2016

RE: DuCross Construction, LLC. Bonding Capacity Letter

To Whom It May Concern:

Burke Insurance Group LLC is the bonding agent for DuCross Construction, LLC bonding credit is provided through Granite RE, Inc. which is a listed surety with the Department of Treasury. Granite RE Inc has an A- rating with A.M. Best. Their corporate office is located:

14001 Quailbrook Drive  
Oklahoma City, OK 73134  
(800) 440-5953

Granite RE Inc has agreed to favorably consider extending bonding credit to DuCross Construction, LLC for single size jobs of \$500,000 and for a total work program of \$500,000. This is not to say that consideration will not be given for larger projects or programs, but provides you some general guidance as to your bonding capacity.

This letter should not be construed as an agreement to provide surety bonds for any particular project. Any specific requests for bonds will be underwritten on the merits of the project and will be based on the underwriting information available at that time.

If you should need additional information regarding the bonding capacity for DuCross Construction, LLC please contact me.

Sincerely,

  
Shawn Gustafson  
Attorney-in-fact

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **DuCross Construction, LLC.**  
P.O. Box 13230  
Las Cruces, New Mexico 88013

as Principal, hereinafter called the Principal, and **Granite RE, Inc**  
14001 Quailbrook Drive  
Oklahoma City, Oklahoma 73134

a corporation duly organized under the laws of the State of **Oklahoma**  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
City of Carlsbad  
101 N. Halagueno  
Carlsbad, NM 88220

as Obligee, hereinafter called the Obligee, in the sum of  
**Five Percent (5%) of Amount Bid**

Dollars (\$ \_\_\_\_\_ ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

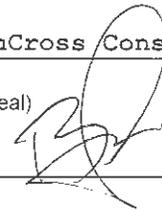
**Double Eagle Waterline Repair Bid No. 2016-21, Carlsbad New Mexico**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding of Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **14<sup>th</sup>** day of **July, 2016.**

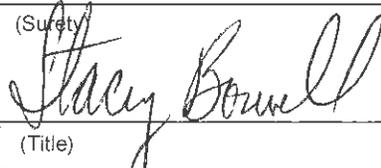
**DuCross Construction, LLC.**

{ (Seal) \_\_\_\_\_ (Principal)

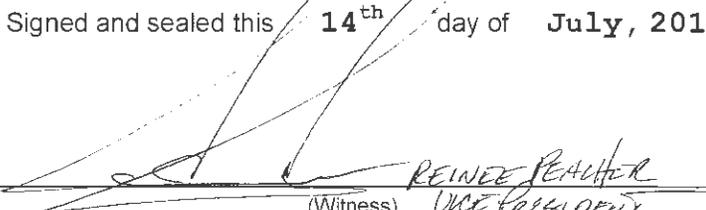
{  \_\_\_\_\_  
(Title) **Ben Lopez, PRESIDENT**

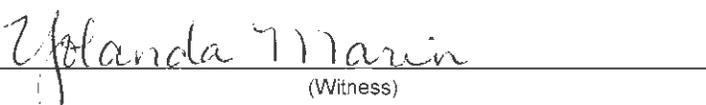
**Granite RE, Inc**

{ (Seal) \_\_\_\_\_ (Surety)

{  \_\_\_\_\_  
(Title)

**Stacey Boswell, Attorney-In-Fact**

  
(Witness) **REINER REUTER**  
**VICE PRESIDENT**

  
(Witness)

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

WILLIAM W. BURKE; SHAWN E. GUSTAFSON; STACEY BOSWELL; WILLIAM W. BURKE, JR. its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

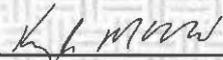
WILLIAM W. BURKE; SHAWN E. GUSTAFSON; STACEY BOSWELL; WILLIAM W. BURKE, JR. may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 9<sup>th</sup> day of June, 2016.

STATE OF OKLAHOMA    )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



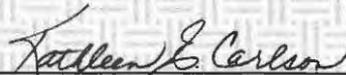
  
\_\_\_\_\_  
Kenneth D. Whittington, President

  
\_\_\_\_\_  
Kyle P. McDonald, Treasurer

On this 9<sup>th</sup> day of June, 2016, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



  
\_\_\_\_\_  
Notary Public

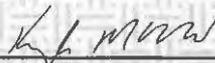
**GRANITE RE, INC.**  
**Certificate**

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
14th day of July, 2016.



  
\_\_\_\_\_  
Kyle P. McDonald, Secretary/Treasurer

**AGENT'S AFFIDAVIT**

Supplements to Bond Forms  
Section 00422

This Form must be used by Surety

STATE OF New Mexico)

) ss.

COUNTY OF Doña Ana)

Stacey Boswell

being first duly sworn deposes and says:

That he/she is the duly appointed agent for Granite RE Inc.

14001 Quailbrook Drive

Oklahoma City, OK 73134

and licensed or authorized to do business in the State of New Mexico.

Deponent further states that a certain bond given to indemnify the Owner in connection with the construction of Double Eagle Waterline Repair Bid No. 2016-21

Carlsbad New Mexico

dated the 14<sup>th</sup> day of July, 2016 executed by:

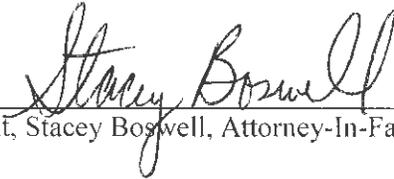
Ducross Construction, LLC

contractor, as principal and

Granite RE Inc.

as Surety,

signed by this deponent; and deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him/her.



Agent, Stacey Boswell, Attorney-In-Fact

Subscribed and sworn to before me this 14<sup>th</sup> day of July, 2016.



Notary Public

My commission expires: September 9, 2018

Agent's Address: Burke Insurance Group, LLC.  
1691 Hickory Loop, Suite B  
Las Cruces, New Mexico 88005  
Telephone Number (575) 524-2222

# Contractor Registration Search

## Search for Registered Contractors

Select the Search button below to complete a search of Contractor Registrations. To refine your search, enter your desired search criteria using any of the fields below and then selecting the Search button. Selecting the Reset button will clear all search field criteria entries.

Enter Information

FEIN: 46-2710474

Registration Number:

Contractor Name:  Contains

DBA Name:  Contains

## Search Results

Registration Number	Contractor Name	DBA Name	Phone Number	Address Line1	Registration Date	Expiration Date	Registrati Status
1758220150709	DuCross Construction, LLC	DuCross Construction, LLC	5756363023	855 STONE CANYON DR	07/10/2015	07/10/2017	Active

Last Updated: 6/30/2016 9:49:59 AM | [Accessibility](#) | [Privacy Statement](#) | [Viewing Tips](#)

# Contractor Registration Search

## Search for Registered Contractors

Select the Search button below to complete a search of Contractor Registrations. To refine your search, enter your desired search criteria using any of the fields below and then selecting the Search button. Selecting the Reset button will clear all search field criteria entries.

Enter Information	
FEIN:	
Registration Number:	002360520111118
Contractor Name:	<input type="checkbox"/> Contains
DBA Name:	<input type="checkbox"/> Contains

## Search Results

Registration Number	Contractor Name	DBA Name	Phone Number	Address Line1	Registration Date	Expiration Date	Registration Status
002360520111118	PIPELINE SOLUTION INC		5053453422	516 MARTINEZ LANE NE	10/23/2014	11/18/2016	Active

Last Updated: 6/30/2016 9:49:59 AM | [Accessibility](#) | [Privacy Statement](#) | [Viewing Tips](#)

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

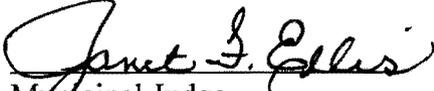
**JULY 2016**

Number of Cases	1,112
Warrants Outstanding	3,337
Amount of Fines	\$46,577.50
Cases on Appeal	0

**FINES**

Summary for the Month of	July 2016
Total Fines	\$30,840.50
Total Prevention Fees	\$ 86.00
Total Lab Fees	\$ 40.00
Total Correction Fees	\$10,921.00
Total Automation Fees	\$ 3,153.00
Judicial Fees	\$ 1,534.00
Notary Fees	\$ 3.00
Victim Restitution	\$ -0-
<b>TOTAL</b>	<b>\$46,577.50</b>
<b>TOTAL FINES WORKED OUT THROUGH COMMUNITY SERVICE - \$310.00</b>	

cc: Chief  
City Administrator  
Finance Department

  
Municipal Judge

**MONTHLY ACTIVITY REPORT**  
**Planning, Engineering, & Regulation Department**  
**JULY 2016**

<b>ACTIVITY SUMMARY</b>		
<b>1. Business Activity:</b>		
New Businesses: 21	Temporary Businesses: 13	Business Renewals: 19
<b>2. Miscellaneous Permits:</b>		
Dances: 0	Parades: 1	Other: 0
<b>3. Building Permits &amp; Inspections:</b>		
Permits Issued: 184	Permit Revenue: \$14,292.00	Inspections Completed: 228
58—Building Permits		71—Building
47—Plumbing/Mechanical		66—Plumbing/Mechanical
79—Electrical Permits		91—Electrical
<b>4. Code Enforcement</b>		
65—New Cases		
48—Closed Cases		
<b>5. Planning &amp; Engineering activities for the month of July 2016:</b>		
<u><b>NEW</b></u>		
<ul style="list-style-type: none"> <li>• Five Planning &amp; Zoning Applications received for August meeting</li> <li>• Long-Range Roadway Plan—100% Complete—Contractor Presenting Plan to Council at August 4<sup>th</sup> Special Meeting</li> <li>• Asset Management Plan 60% Complete</li> <li>• Zoning Ordinances Being Reviewed for Updates</li> </ul>		
<u><b>ONGOING</b></u>		
<ul style="list-style-type: none"> <li>• Infrastructure Mapping (GIS)</li> <li>• Development Review</li> <li>• Subdivision Review and Approvals</li> <li>• Leased Properties Inspections</li> <li>• Code Enforcement Continuing to Respond to 311's and Complaints</li> </ul>		
<b>PLANNING AND ZONING COMMISSION</b>		
Meets the first Monday of each month at 5 p.m. in the City Hall Planning Room.		

Signed:  \_\_\_\_\_  
 Jeff Patterson, Planning Director

**City of Carlsbad  
Personnel Department**

**Action Report  
Month of July 2016**

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

City of Carlsbad  
 Personnel Department Action Report  
 Month of July 2016

<b>EMPLOYEE REPORT</b>	Beginning of Month	New Hires	Terminations	Transfers In	Transfers Out	End of Month
Full-Time Employees	438	1	5	1		435
Part-Time/Temp Employees	100	6	6		1	99
<b>Total Employees</b>	<b>538</b>	<b>7</b>	<b>11</b>	<b>1</b>	<b>1</b>	<b>534</b>
Administrative	19					19
Judicial	6	1				7
Finance	21					21
Police	107	2	1			108
Fire	65		1			64
Arts & Culture	57	1	1			57
Sports & Recreation	89	2	5		1	85
Planning & Regulation	18					18
Utilities	81		1	1		81
Transportation & Facilities	75	1	2			74
<b>TOTAL</b>	<b>538</b>	<b>7</b>	<b>11</b>	<b>1</b>	<b>1</b>	<b>534</b>

<b>WEEKLY INDEMNITY</b>	Beginning of Month	New Claims	Released To Work	Terminated	End of Month
Employees on WI	8	0	1	0	7

<b>UNEMPLOYMENT CLAIMS</b>	Claims Received	Claims Returned	Claims Denied	Claims Approved	Claims Pending	Claims Appealed
Current Month	2	2	0	1	1	0

<b>DRUG TESTS</b>	Number Given
Pre-employment	4
Probationary	1
Post Accident	16
Random	0
Periodic	0
Probable Cause	0

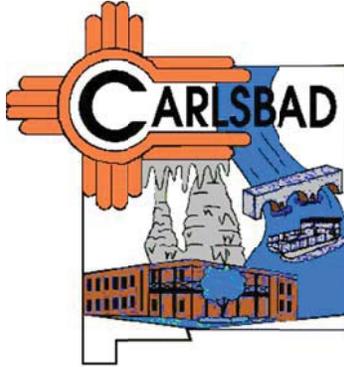
<b>VACANCIES BID</b>	Department
Construction Maintenance	Construction
Meter Reader Representative	Water
Water Operator/Apprentice	Water
Truck Driver	Street
Custodian	Facility Maintenance
Irrigation Maintenance	Parks

<b>PHYSICAL EXAMINATIONS</b>	Number Given
Pre-employment	4
Return to Work Evaluation	0
Functional Capacity Evaluation	0

<b>VACANCIES ADVERTISED</b>	Applications Received
None	

<b>TESTING</b>	Number Given
None	

# CITY OF CARLSBAD



## TRANSPORTATION AND FACILITIES JUNE 2016

### Monthly Reports from:

- **Community Service**
- **Construction**
- **Electrical**
- **Garage**
- **Parks**
- **Street**

A handwritten signature in blue ink that reads "Tom Carlson".

Digitally signed by Tom Carlson  
DN: cn=Tom Carlson, o=City of Carlsbad, ou=Public Works,  
email=tcarlson@cityofcarlsbadnm.com, c=US  
Date: 2016.08.02 11:19:29 -06'00'

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**Reviewed and approved by Tom Carlson, Director of Public Works**

# MONTHLY WORK REPORT

DEPARTMENT: COMMUNITY SERVICE

MONTH: JUNE 2016

NO. OF EMPLOYEES: 4

NO. OF DAYS IN MONTH: 30

HOLIDAYS THIS MONTH: 0

NO. OF WORK DAYS THIS MONTH: 22

No. of Community Service Workers: 7

Hours of Work Performed by Community Service Workers: 63

## Week of June 1<sup>st</sup> through June 3<sup>rd</sup>

Trimmed and cleaned up drains on Bryan Circle, N. Shore Dr., Doepp Dr., Canyon St., and Hays St. next to the mail boxes. They ended the week with litter control at Eddy House, Spring Park, Ocotillo Trails, Canal Street and Six Mile Dam.

## Week of June 6<sup>th</sup> through June 10<sup>th</sup>

The crew started the week with litter control at Eddy House, Spring Park, Ocotillo Trail, Canal Street and Six Mile Dam. They trimmed and cleaned up the curb and gutter on Pierce, and Church Street, then ended the week with litter control on Eddy House, Spring Park, Ocotillo Trail, Six Mile Dam and Canal Street.

## Week of June 13<sup>th</sup> through June 17<sup>th</sup>

The week started off with litter control at the Eddy House, Spring Park, Ocotillo Trails, Canal Street and Six Mile Dam. They trimmed and cleaned up on Canal Street, Greene Street, the curb and gutter, and sidewalk. The week was ended by doing litter control at Eddy House, Spring Park, Ocotillo Trail, Canal Street and Six Mile Dam.

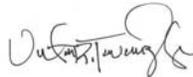
## Week of June 20<sup>th</sup> through June 24<sup>th</sup>

The crew started the week with litter control at Eddy House, Spring Park, Ocotillo Trails, Canal Street and Six Mile Dam. They sprayed weeds on Lea and Greene Street, trimmed and cleaned up on Mermod and Greene Street. The week ended with litter control at Eddy House, Spring Park, Ocotillo Trails, Canal Street and Six Mile Dam.

## June 27<sup>th</sup> through June 30<sup>th</sup>

The Community Service Department started the week with litter control at Eddy House, Spring Park, Ocotillo Trail, Canal Street and Six Mile Dam. They trimmed and cleaned up Curb, gutter and sidewalks on Greene and Canyon Street.

Prepared by:



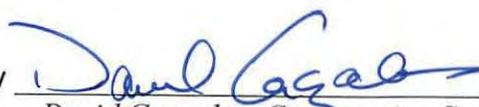
Digitally signed by Victor Tavarez  
DN: cn=Victor Tavarez, o, ou,  
email=vrtavarez@cityofcarlsbadnm.com, c=US  
Date: 2016.08.02 09:02:17 -06'00'

Victor Tavarez, Street Superintendent

## MONTHLY WORK REPORT

<b>DEPARTMENT: Construction</b>	<b>MONTH: JUNE 2016</b>
<b>NO. OF EMPLOYEES: 15</b>	<b>NO. OF DAYS IN MONTH: 30</b>
<b>HOLIDAYS THIS MONTH: 0</b>	<b>NO. OF WORK DAYS THIS MONTH: 21</b>

1. Poured sidewalk around the Canon at the Veterans Memorial Park.
2. Replaced floor in the Miners parking lot building on East Greene Street.
3. Removed three offices on the north wing and east side of the police department.
4. Installed pedestal and plaque at the Veterans Memorial Park.
5. Removed cabinets and desk at the Library on the third floor.
6. Installed three concrete bases and picnic tables at the NW corner of the Veterans Memorial Park.
7. Installed transit shelter on North Mesa by Pierce Street.
8. Installed new benches at Davis Park, Smith Park and 5<sup>th</sup> Street Park.
9. Installed signs at the Water Park.
10. Removed cabinets and modified it to mount micro wave at the police department.
11. Painted and installed hand rails at the cemetery office.
12. Replaced three benches at the beach park.
13. Rebuilt drinking fountain at Cruz Fernandez Park.
14. Milled unsafe sidewalks in the Solana Area.
15. Assisted Solid Waste with dumpster removal.
16. Installed concrete base pillars at the garage for conex building.

Prepared by   
*David Gonzales, Construction Superintendent*

# MONTHLY WORK REPORT

DEPARTMENT: ELECTRICAL

MONTH: JUNE 2016

NO. OF EMPLOYEES: 7

NO. OF DAYS IN THE MONTH: 30

HOLIDAYS THIS MONTH: 0

NO. OF WORK DAYS THIS MONTH: 22

## ***Number of Jobs Preformed for Individual Departments***

1. Airport	26
2. Golf Course	28
3. Parks	38

### ***4. Waste Water***

a. Treatment Plant	27	b. Primary Lift	18
c. Lift Station	07	d. Other	0

### ***5. Water***

a. Water Wells	24	b. Double Eagle	18
c. Yard	06	d. Other	0

### ***6. Public Building and Yards***

a. City Hall	18	b. Library	07
c. Museum	03	d. Mesa Senior Rec.	02
e. San Jose Sr. Rec.	09	f. Riverwalk Rec.	15
g. Rifle Range	02	h. Community Soup Kitchen	0
i. Antique Lights	18	j. Pecos River Village	04
k. Convention Center	06	l. Civic Center	03
m. Reintegration	0	n. Literacy Building	01
o. Public Works Yard	22	p. Bob Forrest Sports Complex	26
q. Sign Shop	02	r. Port Jefferson	0
s. Landfill	0	t. Solid Waste	05
u. PFA Garage	0	v. Police Department	23
w. Fire Department	26	x.	

7. Traffic	24
8. Streets	14
9. School Crossing Lights	04
10. Transportation	08
11. Cascades	09
12. Sunnyview Catch Basin	0105
13. Underground Line Locates	68

Prepared by \_\_\_\_\_



Digitally signed by Pat Cass  
DN: cn=Pat Cass, o=City of Carlsbad, ou=Public Works, email=pjccass@cityofcarlsbadnm.com, c=US  
Date: 2016.08.01 15:35:51 -06'00'

***Patrick Cass, Deputy Director of Public Works***

# MONTHLY WORK REPORT

DEPARTMENT: **GARAGE**

MONTH: **June 2016**

NO.OF EMPLOYEES: 17

NO. OF DAYS IN MONTH: 30

HOLIDAYS THIS MONTH: 0

NO. OF WORK DAYS THIS MONTH: 22

## Summary of Work Performed

### **Garage Department Master Mechanics and Mechanics**

Performed necessary repairs and adjustments to keep the Public Works equipment operable as Indicated in the vehicle and equipment repair summary. Perform preventive maintenance checks on various vehicles and equipment to prevent costly repairs in the future. Made service calls for all departments as required.

### **Lubrication**

Check fluid levels on refuse collection trucks daily. Deliver fuel to various locations and projects. Washed and steam cleaned cars and trucks. Perform preventive maintenance on units (changed oil and filters, lubricated, serviced batteries, and cleaned batter cables) according to maintenance schedule. Check all vehicles anti-freeze levels. Steam cleaned parts for mechanics

### **Tire Repair Shop**

Removed, repaired, and reinstalled tires for Public Works, equipment and fleet vehicles to keep them in service. Filled out requisitions and got purchase orders for tire repairs and tire purchases for all departments. Deliver tires to different locations. Made service calls for tire repairs or to air tires as required. Kept spare tire room supplied and tire inventory current.

### **Welding Shop**

Performed various repairs for the following departments:

#### **Solid Waste**

Unit 10780 Weld timing block & crack on mast  
Unit 10789 Fabricate new tipper cam & steel wheels  
Unit 10789 Cut off old tipper setup on top bar of side mast  
Cut material for tipper  
Unit 12332 Fabricate bumper indicator rod  
Unit 9093 Weld exhaust bracket on tail pipe  
Fabricate Cam and rollers for Tipper  
Fabricate D-Ring weldment  
Unit 10789 Weld timing blocks on mast, install D-Rings  
Unit 10783 Install D-rings  
Unit 10823 Prep new tipper  
Weld side mast roller bushings  
Unit 10823 Weld grab arm stopper, straighten battery box cover  
Unit 1796 Install D-rings, operate forklift  
Unit 10823 Install Tipper, weld tipper on side mast  
Unit 10823 Adjust tipper tension

Unit 10789 Weld crack in body  
Unit 10783 Weld latch keep washer to tailgate pin  
Unit 12333 Evaluate worn floor and push blade  
Unit 1794 Weld on top canopy  
Unit 12333 Cut cylinder bolt covers and weld lug to push plate  
Unit 12333 Repair ware plate on push blade shoe, repair guide studs, and patch tank bottom  
Unit 12782 Fabricate hose clamp  
Unit 9090 Fabricate pull bar holder  
Unit 12333 Repair tank floor  
Unit 10781 Weld nut & roller on side mast  
Unit 12333 Weld new ware plate, reinstall wiper & push blade  
Unit 1796 Readjust tipper on mast  
Unit 9090 Fabricate PTO bracket

### **Garage Department**

Clean shop  
Safety Meeting  
Troubleshoot Mig  
Troubleshoot welding machine  
Fabricate extension cord holder  
Cut shelves for locker  
Unit 15279 Fabricate and install step bar  
Place steel plate in rack  
Unit 13328 Fabricate step  
Fabricate and weld 2 sets of tire ramps for jack

### **Water Department**

Fabricate meter lid with safety ring  
Cut scan pad hole behind Lakeview  
Cut 2" hole in meter lid  
Cut bolts off of water meter  
Fabricate pockets for Ocotillo Vault lid hinges  
Cut bolts Lamont behind Chevron  
Cut holes for pro-read  
Cut meter bolts

### **Double Eagle**

Fabricate ladders for PRV  
Fabricate 3 to 4 flow line pipe at C-2 Well  
Unit 14189 Fabricate tooling for ball joint press  
Fabricate & weld bollards  
Weld 1" nipple on Well

### **Parks Department**

Measure Shooting Range benches  
Fabricate Shooting Range benches  
Fabricate frame for shooting benches  
Weld platform to Gun  
Heat bolts from light pole  
Reinforce light pole with sleeve

### **Golf Course**

Cut material for fence panels  
Repair sprinkler roller  
Fabricate fence panels  
Load & deliver fence panels

### **Sports Complex**

Weld fender & rail on utility trailer  
Tap out ball threads  
Cut hitch pin

### **Waste Water**

Cut hole for patch on grit auger  
Shape material for Auger repair  
Repair auger chute

### **Facility Maintenance**

Repair Transit gate

### **PFA Garage**

Unit F5 Fabricate radio box

### **Riverwalk Rec Center**

Cut gate pole down and then weld back on

### **Collections**

Unit 10084 Fabricate and install float limit stops

### **Cemetery**

Measure and fabricate two handrails

### **Transit**

Unit 12196 Fabricate spindle press tool

### **Safety**

CPR Training

### **Airport**

Repair mower deck lever

Prepared by: \_\_\_\_\_



Digitally signed by Terry Mathis  
DN: cn=Terry Mathis, o, ou,  
email=tmmathis@cityofcarlsbadn  
m.com, c=US  
Date: 2016.07.29 12:55:40 -06'00'

Terry Mathis, Maintenance Superintendent

# MONTHLY WORK REPORT

DEPARTMENT: **PARKS**

MONTH: **JUNE 2016**

NO. OF EMPLOYEES: 15

NO. OF DAYS IN MONTH: 30

HOLIDAYS THIS MONTH: 0

NO. OF WORK DAYS THIS MONTH: 22

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## **Week of June 1<sup>st</sup> through June 3<sup>rd</sup>**

Seven employees mowed and trimmed the following Park/Areas: The Lake Carlsbad Recreation Area, Park Drive Riverwalk, Lower Tansill, Dr. Martin Luther King Jr. Park, The Dog Park, The Carlsbad Veterans Memorial Park, and South James Street Park. Four employees replaced trash can liners at the beach area, Riverview Park, Lower Tansill Area, and the Ray Anaya Plaza De San Jose (RAPDSJ). Four employees unclogged the sewer line at the Carlsbad Veterans Memorial Park restrooms and irrigation system repairs at Spring Park, Davis Park, The Lake Carlsbad Recreation Area, and Heritage Park. Four employees assisted the Solid Waste Department in assembling roll-out containers.

## **Week of June 6<sup>th</sup> through June 10<sup>th</sup>**

Seven employees mowed and trimmed the following Park/Areas: The Lake Carlsbad Recreation Area, Riverview Park, The Carlsbad Municipal Shooting Range, Troy Young Park, Davis Park, Cass Park, Hall Addition Park, The Old Campgrounds, Millennium Park, Playground on the Pecos and North James Street Park. Four employees replaced trash can liners at the beach area, Riverview Park, The Lower Tansill Area, and the RAPDSJ. Four employees repaired irrigation systems at Cruz Fernandez Park, Lake Carlsbad Recreation Area, Lower Tansill Area, Heritage Park, Smith Park, Orchard Lane, Davis Park and adjusted irrigation controllers throughout all city parks. Three employees spread dirt and grass seed at Cramer Court. Four employees trimmed trees at Park Drive.

## **Week of June 13<sup>th</sup> through June 17<sup>th</sup>**

Eight employees mowed and trimmed the following park/Areas: 8<sup>th</sup> Street park, West Carlsbad Recreation Area, Sunset Park, The Carlsbad Dog Park, The RAPDSJ, Lower Tansill Area, and the Lake Carlsbad Recreation Area. Four employees repaired irrigation systems at Lamont Street Park, South James Street Park, Sunset park, Riverview Park, Troy Young Park, City Hall, Halagueno park, The Walter Gerrells Civic Center and the RAPDSJ. Two employees delivered and set up tables, chairs, and canopies for the Juneteenth celebration at the DR. Martin Luther King Jr. Park.

## **Week of June 20<sup>th</sup> through June 24<sup>th</sup>**

Eight employees mowed and trimmed the following Park/Areas: 8<sup>th</sup> Street Park, West Carlsbad Recreation Area, Sunset Park, The Carlsbad Dog Park, The RAPDSJ, The Lower Tansill Area, and the Lake Carlsbad Recreation Area. Four employees replaced trash can liners at the beach area Riverview Park, Lower Tansill Area, and the RAPDSJ. Four employees repaired irrigation systems at Cass Park, the RAPDSJ, Davis Park, Riverwalk Recreation Center and back flushed the splash pad. Three employees trimmed trees at Park Drive, and the Lake Carlsbad Recreation Area.

## **Week of June 27<sup>th</sup> through June 30<sup>th</sup>**

Nine employees mowed and trimmed the following Park/Areas: the Lake Carlsbad Recreation Area, Riverview Park, The Old Campground, Playground on the Pecos, Millennium Park, Dr. Martin Luther King Jr. Park, and the RAPDSJ. Four employees replaced the trash can liners at the beach area, Riverview Park, Lower Tansill Area, and the RAPDSJ. Four employees repaired irrigation systems at the Lake Carlsbad Recreation Area, Riverview Park, and trenched for conduit, sewer-line and waterline installation for the restrooms across the tennis courts. Two employees trimmed trees at Park Drive, and Lake Carlsbad Recreation Area. Two employees covered gopher holes, and cleaned bar-b-que grills at the Lake Carlsbad Recreation Area.

Prepared by: \_\_\_\_\_



Digitally signed by Luis  
DN: cn=Luis, o, ou, email=lcrenteria@cityofcarlsbadnm.com, c=US  
Date: 2016.07.20 13:53:18 -0600

Luis Renteria, Parks Superintendent

# Street Department Monthly Work Report JUNE 2016

<b>Number of Employees</b> 18	<b>No. of days in the Month</b> 31
<b>Holidays</b> 1	<b>No. of days worked in this month</b> 21

The Street Department mows, patches, sweep streets, repair/clean alleys and other various jobs as needed.

### Week of June 1<sup>st</sup> through May 3<sup>rd</sup>

The Street Department did litter control, hauled debris from Lower Tansill. Clean the debris at 12<sup>th</sup> Street drain. They patched pot holes on Fiesta Drive. The sweeper ran in Area 2 Pecos Acers, and Area 9 East of the river and downtown.

### Week of June 6<sup>th</sup> through June 10<sup>th</sup>

- Patched hot spots on Fiesta Drive
- Swept Area 1 La Huerta, Canal and Pierce, Area 10 Normandy Addition, Area 8 East of Canal, and Area 4 Lamont and Downtown.
- Hauled debris from Lower Tansill, mowed the Shooting Range, cleaned cement drain north of Fiesta Drive to Dark Canyon and set up for the Cavern Fest.

### Week of June 13<sup>th</sup> through June 17<sup>th</sup>

- Patched Area 3 Solana, Service cut on Orchard Lane and patched holes, covered meter box on Plaza Street and Boyd Drive.
- Swept Area 3 Solana, National Parks Highway, Downtown, Canal and Pierce Street.
- Cleaned drains from Fiesta Drive to Dark Canyon. Cleaned up gravel spill on Canal and Lea Street. Hauled blade from Hobbs. Picked up trash truck that broke down on Solana. Hauled debris from Lower Tansill to block access. Setup traffic counter on 12<sup>th</sup> Street.

### Week of June 20<sup>th</sup> through June 24<sup>th</sup>

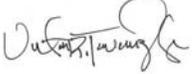
- Patched Area 7 Canal to Mesa, Area 5 West Carlsbad, Area 13 San Jose and Sunnyview, Area 14 South Carlsbad, Area 6 Mesa to CID, downtown, hot spots cut at Riverside and Rosedale, cut in front of Hall Machine, pot holes at the beach area, and cuts at the cemetery.
- Swept Canal, Pierce, Area 12 Standpipe and the beach area.
- Cleaned up busted up cinder blocks in front of Sutherlands, used water truck for dust control at the Water Park, cleaned curb and gutter at the beach area.

**Signs and Markings Division of the Street Department  
May 2016**

Type of Sign	Repaired	Stripped	Replaced	Installed	Constructed
Stop Signs	2			09	
Warning Signs				01	01
Guide Signs				03	04
Street Marker Signs				03	04
Regulatory Signs	02		02	01	08

**Other work performed by Signs and Markings Division of the Street Department**

- Painted beach parking lot and around islands
- Installed handicap markers at the Water Park
- Met with Patrick Cass and Mary Garwood to discuss Cavern Fest barricades and barrels
- Finished stop signs and street markers for Spring Hollow Sub Division.

Prepared by:  Digitally signed by Victor Tavarez  
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 email=vrtavarez@cityofcarlsbadnm.com, c=US  
 Date: 2016.08.01 14:13:23 -06'00'

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Victor Tavarez, Street Superintendent



**FIRST RENEWAL AND AMENDMENT OF  
AGREEMENT BETWEEN THE CITY OF CARLSBAD AND  
ORLANDO M. GARZA FOR GROUNDS MAINTENANCE  
AND GRAVE OPENING AND CLOSING SERVICES  
AT THE CITY OF CARLSBAD CEMETERIES**

1           THIS AGREEMENT is entered into at Carlsbad, New Mexico, this \_\_\_\_ day of June 2016,  
2 by and between the **CITY OF CARLSBAD**, New Mexico, a municipal corporation, hereinafter  
3 referred to as "**City**," and **ORLANDO M. GARZA**, an individual, hereinafter referred to as  
4 "**Garza**".

5  
6           WHEREAS, the City of Carlsbad owns and operates the City of Carlsbad Cemetery, the  
7 Santa Teresa Cemetery, the Santa Catarina Cemetery, and the Sunset Gardens Cemetery, hereinafter  
8 collectively referred to as the "Cemeteries" and individually as a "Cemetery"; and

9  
10           WHEREAS, the City and Garza entered into an agreement in 2015 for grounds maintenance  
11 and grave opening and closing services at the Cemeteries; and

12  
13           WHEREAS, the parties amended that agreement to state that Garza would be paid his  
14 monthly compensation by the 10<sup>th</sup> of each month; and

15  
16           WHEREAS, in addition to the amendment regarding the date by which Garza is to be paid,  
17 the parties wish to make several other changes to the agreement; and

18  
19           WHEREAS, the parties wish to renew the agreement for the year beginning on the 1<sup>st</sup> day of  
20 July 2016.

21  
22           NOW THEREFORE, the parties, in consideration of the mutual covenants and agreements  
23 herein contained, agree as follows:

24  
25           1.       The Agreement Between the City of Carlsbad and Orlando M. Garza for Grounds  
26 Maintenance and Grave Opening and Closing Services at the City of Carlsbad Cemeteries entered  
27 into on July 20, 2015 is attached as Exhibit "A" ("Agreement") and is incorporated herein and made  
28 a part of this Agreement.

29  
30           2.       The parties agree to renew the Agreement, Exhibit "A", as amended by the  
31 Amendment, Exhibit "B", for the year beginning July 1, 2016 and ending June 30, 2017.

32  
33           4.       This renewal shall be under the same terms and conditions, and the parties shall have  
34 the same rights and responsibilities as in the Agreement attached as Exhibit "A" except:

35           A.       Paragraph 5(I) of the Agreement shall be amended to state:

36                   1.       **Subsidence.** Garza shall use fill dirt to correct all subsidences within forty-  
37 eight (48) hours of becoming aware of the subsidence. Correcting all  
38 subsidences shall include but not be limited to using fill dirt to lift and level



## **EXHIBIT “A”**

REPLACE THIS PAGE WITH:

The Agreement Between the City of Carlsbad and Orlando M. Garza for Grounds Maintenance and Grave Opening and Closing Services at the City of Carlsbad Cemeteries entered into on July 20, 2015

**CITY OF CARLSBAD  
AGENDA BRIEFING MEMORANDUM**

**COUNCIL MEETING DATE: 08/09/2016**

<b>DEPARTMENT:</b> Fire	<b>BY:</b> Richard D. Lopez, Fire Chief	<b>DATE:</b> 07/27/2016
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**SUBJECT:** Firefighters Combat Challenge

**SYNOPSIS, HISTORY and IMPACT** (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.):

**BACKGROUND:**

Carlsbad Fire Department request the use of the northern half of the beach parking lot, to include the entire width from just north of the boat launching ramp to the northern edge of the parking lot for the On-Target Firefighter Combat Challenge®. The event will start Saturday afternoon and will resume Sunday morning October 1<sup>st</sup> and 2<sup>nd</sup> 2016. We will need to start setting up Friday evening. The boat launching ramp will remain open and available to boaters without interference from the event.

The On-Target Firefighter Combat Challenge® has been broadcast on ESPN for over a decade. The Challenge attracts hundreds of U.S. and Canadian municipal fire departments each year at more than 25 locations and is seen by millions of people worldwide. The Challenge seeks to encourage firefighter fitness and demonstrate the profession's rigors to the public. Wearing "full bunker gear" and the SCOTT Air-Pak breathing apparatus, pairs of competitors simulate the physical demands of real-life firefighting by performing a linked series of five tasks including climbing the 5-story tower, hoisting, chopping, dragging hoses and rescuing a life-sized, 175 lb. "victim" as they race against themselves, their opponent and the clock.

This event will be an opportunity to showcase the beauty of our river recreation area.

We also request the use of the City's mobile bleacher seating to be set up on the parking lot. The anticipated number of spectators at these events is normally about 500. Seating is not required for all spectators. The grass will afford comfortable seating and standing for many hundreds of spectators, and others will come and go during the events.

**DEPARTMENT RECOMMENDATION:**

I recommend that the City sign the event contract and I also recommend that the north ½ of the beach parking lot be reserved for the Firefighter Combat Challenge.

**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"/> DISSAPPROVED |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> N. Mesa Board     | <input type="checkbox"/> _____ Committee |                                       |

**Reviewed by:**  
**City Administrator**  /s/ Steve McCutcheon **Date:**  Aug 4, 2016

ATTACHMENTS: contract

# Scott Firefighter Combat Challenge Hosting Agreement

This Agreement, made this **8/1/2016** by and between On Target Challenge, Inc. (d/b/a On Target Communications, hereinafter "OTC"), a Delaware Corporation with an address of 15312 Spencerville Court, Suite 100, Burtonsville, Maryland 20866, and **Carlsbad Fire Department, Carlsbad, NM** (hereinafter the "HOST").

## Recitals

OTC is in the business of organizing, coordinating, implementing and supervising the Firefighter Combat Challenge® and the Kids' Firefighter Challenge™, in which firefighters and children compete in various skills contests.

The Host has requested OTC to hold the Firefighter Combat Challenge and, at Host's option **with** the Kids' Firefighter Challenge at the location set forth in this Agreement, and OTC has agreed to do so subject to the terms of this Agreement.

Now therefore in consideration of the promises, the parties agree as follows:

1. **Definitions.** The following words are defined in this agreement as follows:

- 1.1 Host Site: shall mean a site approved by OTC, at which the Event will be held on the Event Dates. The Host Site shall be in the city, and state as follows **Carlsbad, NM**
- 1.2 Event Dates: shall mean **October 1<sup>st</sup> and 2<sup>nd</sup> 2016**
- 1.3. Event: Shall mean the holding of an On Target Challenge competition at the Host Site on the Event Dates.
- 1.4. Restricted Area: The competition takes place on a flat, paved surface on the Host Site, typically 200 feet by 200 feet. The "Restricted Area" should mean an area consisting of the competitive area plus an area extending 150 feet from the edges of the competitive area. The Restricted Area is reserved solely for the use of the competition, OTC's operations, and other uses in the sole discretion of OTC.

2. **Host Responsibilities.** The host shall be obligated to perform the following:

- 2.1 Host shall provide a Host Site, which conforms to the host site specifications set forth on Schedule A, attached hereto and incorporated herein.
  - 2.1.1. At least 90 days prior to the Event Date, the Host shall notify OTC of the proposed Host Site along with a certification that the site and event will meet the requirements set forth in Schedule A.
  - 2.1.2. OTC, within 30 days after receipt of notice of the proposed Host site, shall notify the Host whether the proposed site is approved.

## Scott Firefighter Combat Challenge Hosting Agreement

- 2.2. The Host, at its own cost and expense, shall secure all necessary governmental permits and permissions for holding the Event at the Host Site.
- 2.3. Host shall pay OTC the host fees of \$23,000 for the Firefighter Challenge plus \$3,000 for the Kids' Firefighter Challenge if Host wishes to hold Kids' Firefighter Challenge, as follows:
- 2.3.1. \$5,000 upon execution of this Agreement, a non-refundable fee that guarantees the appearance date.
- 2.3.2. \$9,000 (\$10,500 if the Kids' Firefighter Challenge is included), due ninety (90) days prior to Event Date. When this second payment is received, FCC competitor registration will be open on the FCC website and the event will be advertised. In the event this second payment is not received on a timely basis, OTC reserves the right to cancel the Event.
- 2.3.3. \$9,000.00 (\$10,500 if the Kids' Firefighter Challenge is included), due on Event Date.
- 2.3.4. At Host's option, Host may accept OTC's offer of a net 5% discount for prepayment of all invoice amounts due 90 days prior to event and event date – i.e., \$900 discount for Firefighter Challenge only, and \$1,050 if Kids' Firefighter Challenge is included.
- 2.3.5. Alternatively, at Host's option, Host may accept OTC's offer to invoice balance due in equal monthly installments.
- 2.3.6. To keep Host fee and OTC costs down, OTC appreciates Host's efforts to help OTC control housing and food costs for OTC staff while visiting Host's location. To that end, the Host fee can be offset by a \$1,000 discount as a consequence of Host providing hotel rooms for OTC staff members free of charge for the requisite nights. Note that the OTC staff shares rooms (two people per room), and that suites with kitchenettes are acceptable when/if available. Free breakfasts and similar amenities are much appreciated. OTC housing requirements will vary depending on the event location, arrival times, the length of stay, and the departure date. Total room requirements will typically include from 18 to 22 room nights as follows: i) two rooms for one or two nights for advance mobilization/operations crew prior to the event; ii) six rooms for two nights (sometimes three) for the entire crew during event days. No less than 90 days before the event, Host will declare Event Dates and Event Times so that OTC staff arrival and departure times can be scheduled and OTC room requirements can be planned. At that time, Host will also be asked to declare its intention/option to provide housing for \$1,000 Host fee discount. If the Host fee discount option is not exercised, OTC will make its

own housing arrangements. In the event Host fee housing discount is taken, the \$1,000 discount will be deducted from the final payment.

2.4. Host shall contact and invite local media to promote and cover the Event, and shall distribute press releases to the Media, which have been provided or approved by OTC.

2.5. Host Volunteers

2.5.1 Host agrees that it will provide no less than 30 volunteers per day to assist OTC with operations and reset the FCC course during the competition. In addition, where there is a Kids' Firefighter Challenge, Host agrees to provide an additional 3 volunteers to assist. Host recognizes that failure to provide sufficient volunteers will negatively affect the event operation. Details of volunteer requirements are contained in Schedule B attached.

2.5.2 Host agrees to provide 5-7 "pit-crew" volunteers to help during FCC set-up and tear down – roughly 4 hours work each occasion – in exchange of a free team registration fee for the host's challenge team.

2.6. Host invite firefighters and fire companies from within the geographic area and beyond to participate in the Event.

2.7. Host is authorized to secure local sponsors and advertisers subject to the following restrictions:

2.7.1. Host may not solicit in any manner advertisements or contributions for the Event from OTC's sponsors listed on Schedule C, which may be amended from time to time, or from any local sponsors and advertisers who sell services or products similar to, or in competition with OTC's sponsors.

2.7.2. Host may not display its local advertisers' signs and posters in the Restricted Area without prior authorization from OTC.

2.7.3. Host shall be solely responsible for soliciting, securing, and displaying advertisements from local advertisers.

2.7.4. Host shall retain all fees it collects from local advertisers.

2.7.5. OTC reserves the right to prohibit advertisements from local advertisers that in OTC's sole discretion violates any agreements OTC has with its sponsors.

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Scott Firefighter Combat Challenge Hosting Agreement

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- 2.8. Except with the express written authorization of OTC, Host shall not permit or conduct any activity within the Restricted Area, including but not limited to parking, exhibits, promotions, displays, and booths.
- 2.9. Host shall provide the following services and facilities at the Host Site on the Event Dates:
  - 2.9.1. Adequate numbers of portable toilets, to be cleaned daily. (A minimum of six porta-jons shall be provided)
  - 2.9.2. Adequate amount of drinking water/re-hydration fluids and nominally two hundred pounds of ice, delivered before the event, for each event day, based upon weather conditions.
  - 2.9.3. EMS support and equipment to staff a temporary rehabilitation center for contestants throughout the Event.
  - 2.9.4. Adequate overnight security at the Event Site in order to prevent damage and theft of OTC's property throughout the period OTC equipment and property is at the Host Site.
  - 2.9.5. Adequate number of trash and recycling receptacles and collection of same to be provided daily.
  - 2.9.6. Adequate and accessible Emergency medical transportation throughout the Event.
  - 2.9.7. Host shall be responsible for providing, setting up, and dismantling any of the Site Requirements set forth in Schedule A.
  - 2.9.8. Host shall be responsible for cleaning the Host Site before, during, and after the Event.
3. **OTC Responsibilities.** OTC shall provide the following services for the Event:
  - 3.1. OTC will conduct the Firefighter Combat Challenge and the Kids' Firefighter Challenge including but not limited to providing the necessary competition equipment and professional supervisors to adequately carry out the Event.
    - 3.1.1. The Firefighter Challenge will include competition categories for teams, male and female relays, tandems and individual categories for individual male, male over 40, male over 50, and female. OTC reserves the right to modify the categories at its sole discretion.

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## Scott Firefighter Combat Challenge Hosting Agreement

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3.1.2. The Kids Firefighter Challenge is open to children who meet age (typically between the ages of 4-12), size and weight criteria, as determined by OTC.

3.1.2. Host understands that OTC charges and collects user fees from both Firefighter Challenge competitors and Kids Firefighter Challenge participants, to the exclusive benefit of OTC. Fees vary by category and OTC reserves the right to modify fees at its sole discretion.

- 3.2. OTC will supervise the volunteers provided by the Host.
- 3.3. OTC will supply promotional materials to the Host to assist Host in securing local media, advertisers and promoting the Event.
- 3.4. Upon receipt of \$5,000.00 payment and execution of this Agreement, the Event Date will be reserved for the Event by OTC.
- 3.5. OTC will promote the Event through its Website, publications, and mailings.
- 3.6. OTC will carry liability insurance coverage with limits in the amount of \$1,000,000.00 per person/ \$2,000,000.00 aggregate per incident. OTC at the request of Host will provide Host evidence of such coverage.
- 3.7. OTC will provide give-aways for the volunteer staff and trophies and/or awards for the top competitors in each competition category.

#### 4. **Trademark Restrictions.**

4.1. Host acknowledges On Target<sup>®</sup>, the Firefighter Combat Challenge<sup>®</sup>, the competition, and the associated marks and logos are the exclusive intellectual property and trademark(s) of OTC (the "Trademarks").

4.2. Host, its employees, and agents shall not display, sell, or allow any other person or entity to utilize the Trademarks for any reason whatsoever except as follows:

4.2.1. The Trademarks may be utilized for promoting the Event by the Host for the period from the date of ratification of this Agreement to seven (7) days following the Event Dates. Host cannot authorize any of its local advertisers or exhibitors to utilize the Trademarks unless authorized in writing by OTC.

#### 5. **Broadcast Restrictions.**

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## Scott Firefighter Combat Challenge Hosting Agreement

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- 5.1. OTC owns any and all rights, title, and interest in any and all television, cable, radio broadcasts, videotapes, films, and all other media communications of the Event.
  - 5.2. With prior written consent of OTC, Host may be authorized to grant to a local television station the right to televise the Event.
6. **OTC Property.** Host acknowledges and agrees that all materials, literature and media provided by OTC are the sole property of OTC and cannot be duplicated or distributed except strictly in accordance with the terms of this Agreement and for the sole purpose of promoting or implementing the Event for the Event Dates.
7. **Sale of Merchandise.**
- 7.1. OTC shall have the exclusive right to sell merchandise at the Event including but not limited to clothing and souvenirs displaying OTC Trademarks. All proceeds from such sales shall be the sole property of OTC and shall not be subject to any commission or fees assessed by the Host or the owners of the Host Site.
  - 7.2. At the discretion of OTC, Host shall be authorized to sell at the Event other merchandise, except merchandise from a competitor of an OTC sponsor, or souvenir merchandise which would adversely reflect on OTC, and as prohibited in Section 7.1.
  - 7.3. OTC and its sponsors shall have exclusive right to display and sell merchandise in the Restricted Area.
  - 7.4. Vendors not approved by OTC and/or the Host are prohibited.
  - 7.5. OTC shall provide space for merchandising and sale of a Regional Challenge Tee-shirt designed and marketed prior to the event by the Host. The shirts shall be sold solely through the OTC Combat Wear Zone during event days for a fee of \$1.00 per item paid to OTC.
8. **Booth Space Rental.** Host, at its own cost, expense, and risk may contract and sell booth space to outside vendors and organizations for the Event. Host shall solely be responsible for all matters relating to the booth space sold by Host, including but not limited to allocations of space, tents, and safety concerns. All fees from booth space sold by Host shall belong to Host. No fees for booth space can be charged by Host to OTC or OTC's sponsors. Host shall not allow any booth space to be utilized by any vendor or exhibitor whose interest conflict with the interests of OTC's sponsors, and OTC reserves the right to prohibit Host from allowing any such vendor or exhibitor from utilizing any booth space in any locations at the Event. Host shall not sell or authorize any booth space or displays in the Restricted Areas.

9. **Cancellation.** Except for cancellation of the Event resulting from an act or omission of OTC, in the event the Event is cancelled or once commenced curtailed, for any reason whatsoever, including but not limited to weather, labor disputes and civil disturbance, the Host shall remain liable for payment to OTC of any fees due and owing OTC, and Host shall not be entitled to a refund of any fees previously paid or a re-scheduling of the Event. The Host is encouraged to secure weather insurance for the event. OTC, in its sole discretion shall have the right to determine whether the Host Event shall be cancelled for weather related reasons. In the event the Host Event is cancelled as a result of an act or omission of OTC, or in the event OTC defaults under any terms of this agreement, the Host's sole remedy shall be the refund of all fees previously paid by Host to OTC.

10. **Indemnification.** The Host agrees, to the fullest extent permitted by the law, to indemnify, hold harmless and defend OTC, OTC's officers, directors, agents and employees, from and against any and all claims, losses, actions, damages, liabilities and expenses (including reasonable attorney fees) that (i) arise from or occur in connection with the services and facilities the Host is required to provide pursuant to this Agreement; (ii) arise from or in connection with any willful or negligent act or omission of Host, its agents, employees, or volunteers selected by the Host. Provided, however, OTC does hereby waive any claims it may have against the Host pursuant to the terms of this Section 10, to the extent that such loss or damage is covered by the insurance policy carried by OTC, and to the extent of such coverage, the Host shall not be liable to OTC or any insurance company by way of subrogation or otherwise.

11. **Assignment.** The Host shall not have the right to assign any rights or obligations under this Agreement without the prior written approval of OTC.

12. **Severability.** If any provision, paragraph, or subparagraph of this Agreement is adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of the Agreement, including any other provision, paragraph or subparagraph. Each provision, paragraph, and subparagraph of this Agreement is separable from every other provision, paragraph, and subparagraph, and constitutes a separate and distinct covenant.

13. **Applicability.** This Agreement shall be binding upon, and shall inure to the benefit of the parties and their respective successors, assigns, executors, administrators, and personal representatives.

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Scott Firefighter Combat Challenge Hosting Agreement

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14. **Notice.** Any notice to be given to Host shall be sent by registered or certified mail, return receipt requested, to the address set forth hereinabove. Any notice to be given to OTC shall be sent by registered or certified mail, return receipt requested, to OTC at the address set forth hereinabove. Either party may change the address to which notices are to be sent by so notifying the other party in writing as set forth in this Section. If mailed as provided in this Agreement, notice shall be deemed to have been given as of the date of mailing.

15. **Complete Understanding.** This Agreement constitutes the complete understanding between the parties, all prior representations or agreements having been merged into this Agreement.

16. **Attorneys' Fees and Waiver of Jury Trial.** If either party to this Agreement breaches any of the terms hereof, that party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including attorney's fees, incurred by that party in enforcing or defending the terms of this Agreement. THE PARTIES WAIVE THE RIGHT TO HAVE ANY CLAIM OR CAUSE OF ACTION ARISING FROM THIS AGREEMENT TRIED BY A JURY. This Agreement shall be interpreted in accordance with Maryland Law and the State Courts of Maryland shall have exclusive jurisdiction over any claim or cause of action arising from this Agreement.

17. **Modification.** No alteration of or modification to any of the provisions of this Agreement shall be valid unless made in writing and signed by both parties.

18. **Headings.** The headings have been inserted for convenience only and are not to be considered when construing the provisions of this Agreement.

19. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this instrument on the date first above written.

Scott Firefighter Combat Challenge Hosting Agreement

ON TARGET CHALLENGE INC.

By: \_\_\_\_\_

\_\_\_\_\_  
Date

HOST

By: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Title

**Schedule A**  
**Specifications for Hosting:**  
**Firefighter Combat Challenge**

**Requirements:**

- FCC Event Date(s): - October 1<sup>st</sup> and 2<sup>nd</sup> 2016 -
- FCC Appearance Fee -\$26,000 with Kids Firefighter Challenge
- Flat, smooth surface – asphalt or concrete
- Foot Print of approximately 40,000 square feet – 200' X 200'
- Parking – sufficient for competitors and audience
- Parking and staging area for On•Target Challenge caravan – four trucks
- Seating/bleachers sufficient for 500 spectators
- Emergency medical service personnel on site
- Overnight security
- Access to a fire hydrant - or water source that flows 5 gal/min within 200 ft of course
- Access to public rest rooms – or 6 portable toilets on site
- Local shipping/storage facility – (Address & Point of Contact)
- Event Crew - 30 volunteers per day – plus 3 volunteers if Kids' Firefighter Challenge
- Pit Crew Assistance – 5-7 dedicated volunteers for set-up and take-down
- Hotels/Lodging:
  - close proximity to site, with pricing sensitive to attendees
  - sufficient to accommodate at least 100 out-of-town attendees
  - favorable pricing for OTC staff – or \$1,000 host fee credit if rooms are provided free of charge to FCC staff (see 2.3.6)

**Options:**

- Opening Ceremony – Color Guard, National Anthem, Mayor, etc – host's option
- Food and Beverage Concession – host's option
- Public Relations & Media Events – TV, Radio and Print – joint Host/FCC activities
- Specific address, directions, maps and other local interest materials
- Co-joined Events & Hospitality – receptions for competitors, sponsors, etc.

## Schedule B

### VOLUNTEER ASSIGNMENTS

#### **Tower Bottom (1-2)**

Restore donut and high-rise packs to their starting position. Must keep personnel out of the Hot Zone (the impact area beneath the tower balcony).

#### **Tower (2)**

Two strong volunteers on tower, observe for rule compliance for placement of high-rise pack and donut and, in synchrony to first lower donut rolls and then high-rise packs after competitors leave the tower.

#### **Kelser Force Machine (2-4)**

One-to-two volunteer(s) on each forcible entry machine to immediately reset beam after the competitor completes this station. Volunteers observe the task to ensure completion. They will also need to tip the 160lb beam on end to wipe down the skids and the trays and observe any "fouls" on the pressure tape that marks the edge of the beam. They need to stay clear of the backside of the beam in the event that the competitor loses control of the shot mallet.

#### **Hose Advance (4-6)**

Two-three volunteers in each lane to reset the attack line hoses after competitors advance them to end of evolution (75-feet). Matching colored tape on the hoses and course indicate configuration of hose; reset targets. Hose must not get tangled but always lie flat in a snake-like pattern. While competitors advance hose, volunteers shall stand clear of area. It is best to have 3 volunteers on each section of the hose to reduce wear caused by the friction of dragging the hose over the pavement.

#### **Dummy Relocation (4)**

The high fidelity Rescue Randy mannequin weighs 175lb. Two volunteers in each

lane load dummy onto a "dummy mover" and return it back to starting point. Must offer immediate assistance in removing dummy from competitor at any point during evolution.

#### **Finish Line (4-6)**

Two volunteers on each course remove SCBAs from competitors and transport them to Scott Filling area.

#### **Air-Paks (4-6)**

Two-four volunteers refill bottles using high-pressure air system and sanitize between uses.

#### **Rehab (2)**

While we strongly encourage teams to assist their members in recovery and rehab efforts, an EMS unit on standby is optimal. Please refer to our *Recommended Sports Medicine Practice*, included in the *Host Information Package*.

#### **Rotation and Reserves**

The hourly through-put for an event will vary depending upon the skill of the competitors and the competency of the Course Volunteers. About 30 individuals will race in each hour. Depending upon the workload and the weather, this can make for an arduous day. Having sufficient volunteers in reserve will ensure that everyone can be rotated to a rest, hydration and feeding cycle. Refer to our Staffing Plan Matrix for job assignments to aid and assist in your recruitment efforts. The optimal number of Course Volunteers is 30.

#### **Rewards**

Course volunteers receive a Challenge Event tee at the conclusion of the day's activities.

**Schedule C**  
**Firefighter Combat Challenge National Sponsors**  
(Subject to Change)

Scott Safety  
Lion  
Globe  
Simulaids  
Motorola  
First Responder Institute  
True North Gear  
Losberger  
Paladin  
High Combat II  
Nanuk  
Realwheels  
Crosstech - W.L. Gore  
Paul Conway Shields & Equipment  
Symbol Arts  
Fire Rescue Magazine  
Keiser

**Schedule D**

**Event Checklist – Host Responsibilities**

- ⑥ **Review Contract, Host Responsibility Checklist, and View Event Management Tutorial Video**
- ⑥ **Advance Parking (four tractor trailers)**
- ⑥ **Flat, unobstructed, paved surface of 200' x 200'**
- ⑥ **Water Supply - Hose bib or hydrant**
- ⑥ **Min 5-7 "Pit Crew" set-up and tear-down members**
- ⑥ **Min 6 Port-a-Jons – cleaned each day**
- ⑥ **Min 30 Event Staff Volunteers per day, Plus 3 if Kids' Firefighter Challenge**
- ⑥ **200 pounds ice per day, based upon environmental conditions**
- ⑥ **Adequate trash and recycling receptacles – emptied each day**
- ⑥ **Bleachers (for 500 min)**
- ⑥ **Security (set up through teardown)**
- ⑥ **Host Staffing for rehab w/EMS manned transport available**
- ⑥ **If a night event is being held, provision of light plants, 2 each side of course**
  
- ⑥ **Opening Ceremony Amenities: color guard, dignitaries**
- ⑥ **Coordinate with Combat Wear retail sales incorporation of inventory**
- ⑥ **Identification of preferred lodging and OTC Staff Hotel Room Comps**
- ⑥ **Parking for competitors, spectators and staging of OTC's convoy**
- ⑥ **Dissemination of media advisories**

**CITY OF CARLSBAD  
AGENDA BRIEFING MEMORANDUM**

**COUNCIL MEETING DATE: 08-09-16**

<b>DEPARTMENT:</b> Engineering	<b>BY:</b> Jason Burns – Projects	<b>DATE:</b> 08-03-16												
<b>SUBJECT:</b> NMDOT Aviation Grant CNM-17-01														
<b>SYNOPSIS, HISTORY and IMPACT</b> (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.): <b>BACKGROUND:</b>  <p>The City has received a NMDOT Aviation Grant in the amount of \$10,000, with a \$1,111 City match totaling \$11,111 to expend during the FY1617. This is annual grant funds that will be expended on various airport maintenance improvements at the Cavern City Air Terminal.</p> <p>Council consideration is requested to approve, and execute, the attached NMDOT Aviation Grant Agreement, Project No. CNM-17-01.</p>														
<b>DEPARTMENT RECOMMENDATION:</b>  Approval														
<b>BOARD/COMMISSION/COMMITTEE ACTION:</b>  <table style="width: 100%; border: none;"><tr><td><input type="checkbox"/> P&amp;Z</td><td><input type="checkbox"/> Lodgers Tax Board</td><td><input type="checkbox"/> Cemetery Board</td><td><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><td><input type="checkbox"/> DISSAPPROVED</td></tr><tr><td><input type="checkbox"/> Library Board</td><td><input type="checkbox"/> N. Mesa Board</td><td><input type="checkbox"/> _____ Committee</td><td></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"/> DISSAPPROVED	<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> _____ Committee	
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<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> _____ Committee												
Reviewed by City Administrator /s/ Steve McCutcheon <span style="float: right;">_Date: Aug. 4, 2016</span>														

**ATTACHMENTS:**

Proposed Agreement between NMDOT Aviation Division and the City of Carlsbad.

# AVIATION GRANT AGREEMENT

Project Location

CNM - CAVERN CITY AIR TERMINAL

Sponsor

CARLSBAD, CITY OF

Address

PO BOX 1569

City

CARLSBAD

NM

Zip Code

88221

**The Sponsor must print and mail (3) three copies all with original signatures to:**

**NMDOT - AVIATION DIVISION  
PO BOX 9830  
ALBUQUERQUE, NM 87119**

Participation

STATE ONLY

Funding Breakdown

90-10

Contract No. \_\_\_\_\_

Project No.

CNM-17-01

Vendor No.

0000054314

Expiration Date \_\_\_\_\_

Purchase Order No: \_\_\_\_\_

# AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective as of the date of the last party to sign on the signature page below.

**Now Therefore**, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

## 1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

### a. Project Description:

Annual Maintenance Grant

- b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.
- c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

	State		Sponsor		Other		Total
\$	10,000	\$	1,111	\$		\$	11,111

## 2. The Sponsor Shall:

- a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
- c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- e. Be responsible for all design and pre-construction activities.
- f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

**3. The Department Shall:**

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

**4. Both Parties Agree:**

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

**5. Method of Payment - Reimbursement.**

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

**6. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

## **7. Term.**

The Agreement becomes effective upon signatures of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

## **8. Termination for Cause.**

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

## **9. Disposition of Property.**

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

## **10. Representations and Certification.**

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

## **11. Assurances.**

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. That an airport facility that receives funds under the Aviation Act shall not charge landing fees for aircraft, except for aircraft used in commercial activities for compensation.
- g. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- h. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

### **12. Third Party Beneficiaries.**

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

### **13. New Mexico Tort Claims Act.**

As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

### **14. Scope of Agreement.**

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

### **15. Terms of this Agreement.**

The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

### **16. Equal Opportunity Compliance.**

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

**17. Appropriations and Authorizations of State and Federal Funds.**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

**18. Severability.**

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

**19. Applicable Law.**

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

**20. Principal Contacts and Notices.**

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Name: Daniel R. Moran  
Title: Grants Administrator  
  
Address: New Mexico Department of Transportation - Aviation Division  
PO Box 9830  
Albuquerque, NM 87119  
Office: (505) 244-1788 ext. 9112  
Fax: (505) 244-1790  
E-mail: dan.moran@state.nm.us

Name JASON BURNS  
Title PROJECTS COORDINATOR  
Sponsor CARLSBAD, CITY OF  
Address PO BOX 1569  
City CARLSBAD NM Zip Code 88221  
Office Phone +1 (575) 302-4897 Fax  
E-Mail jcburns@cityofcarlsbadnm.com

**21. Amendment.**

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

**In witness whereof**, each party is signing this Agreement on the date stated opposite of that party's signature.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

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

Recommended by:

By: \_\_\_\_\_  
Aviation Division Director  
or Designee

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

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: \_\_\_\_\_  
Assistant General Counsel

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

**SPONSOR**

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

# CITY OF CARLSBAD

## INTER-OFFICE MEMORANDUM

Dale Janway, Mayor

Steve McCutcheon City Administrator

August 4, 2016

TO: Council Members

FROM: Mayor Janway

RE: Board, Commission and Committee Appointments

---

Subject to the approval of the Governing Body, I would like to appoint the following:

**Carlsbad Parks and Recreation Advisory Board**

Akilah Nosakhere 4 year term

**Carlsbad Bob Forrest Youth Sports Complex Advisory Board**

Shelly Tucker Remainder of 3 year term

Thank you.

DJ/cm

ORDINANCE NO. 2016-\_\_\_\_

AN ORDINANCE REZONING PART OF "R-2" RESIDENTIAL DISTRICT TO "C-2" COMMERCIAL DISTRICT FOR AN APPROXIMATELY 0.22 ACRE PROPERTY, LOCATED AT 618 WEST PIERCE STREET, LEGALLY DESCRIBED AS LOT 2, BLOCK 181, WESTFALL 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-2" Residential District to "C-2" Commercial District, for an approximately 0.22 acre property, located at 618 W. Pierce St., Carlsbad, NM, legally described as:

LOT 2, BLOCK 181, WESTFALL SUBDIVISION

INTRODUCED, PASSED, ADOPTED AND APPROVED this 13th day of September, 2016.

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DALE JANWAY, MAYOR

ATTEST:

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CITY CLERK

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:

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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

*Michael A. Hernandez*

Michael A. Hernandez, Director of Utilities

*Richard D. Lopez*

Richard D. Lopez, Fire Chief

*D. Kent Waller*

D. Kent Waller, Police Chief

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

Signed and sworn to me this 3<sup>rd</sup> day of August 2016, by Tom Carlson, Director of Public Works.

My commission expires: 9/24/17 [Signature]  
Notary Public



OFFICIAL SEAL  
MELINDA A. ROUNTREE  
NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires: 9/24/17

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

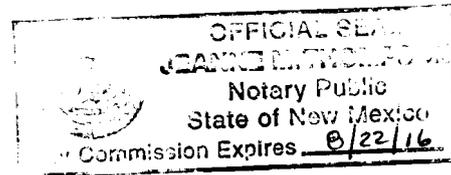
Signed and sworn to me this 2<sup>nd</sup> day of August 2016 by Michael A. Hernandez, Director of Utilities.

My commission expires: 7/17/17 Ellen Bonney  
Notary Public

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

Signed and sworn to me this 3<sup>rd</sup> day of August, 2016, by Richard D. Lopez, Fire Chief.

My commission expires: 8/22/18 Jeanne M. Johnson  
Notary Public



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

Signed and sworn to me this 3<sup>rd</sup> day of August, 2016 by Kent Waller, Chief of Police.

My commission expires Aug 04, 2017 Toby Madrid  
Notary Public











**CITY OF CARLSBAD**  
**AGENDA BRIEFING MEMORANDUM**

**Council Meeting Date: 8/9/16**

<b>DEPARTMENT:</b> Planning, Engineering & Regulation	<b>BY:</b> Jeff Patterson, Planning Director	<b>DATE:</b> 6/17/16
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**SUBJECT:** Zoning Change from “C-2” Commercial District to “R-1” Residential District for five properties on W. Rose St., addressed as: 118, 205, 206, 208, & 209 W. Rose St. (property legal descriptions attached), pursuant to Section 3-21-1 et. Seq. NMSA 1978 and Sections 56-150(b) and 56-140(i), Carlsbad Code of Ordinances.

Applicant:  
City of Carlsbad  
Planning, Engineering & Regulation Department

***\*The applicant provided the required notification to property owners within 100’ and agreed to post the required sign 5-days prior to the public hearing as required by Sec. 56-140(i). The City will notify the property owners’ 15-days prior to the City Council hearing and publish notification in the newspaper 30-days prior to said hearing.***

**SYNOPSIS, HISTORY AND IMPACT** (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.):  
The applicant is requesting a Zoning Change from “C-2” Commercial District to “R-1” Residential District at the subject sites, which are currently used as residences. The zoning along W. Rose St. for the 100 and 200 blocks is currently “C-2” Commercial District. The zoning to the north and south of these properties is “R-1” Residential District. This will not create a spot zone. Property deeds and descriptions are enclosed in this packet.

The existing zoning allows community and regional scale retail and commercial uses. This current zoning does not allow for single family residential use. The proposed residential zoning is intended to accommodate moderate density single-family residential development and to provide land-use protection for areas that develop in such a manner. These properties currently are used as residences, and were used as residences prior to the adoption of the zoning ordinance in 2011. However, the zoning prior to the adoption of the current zoning ordinance was commercial zoning that allowed residential uses. The current owners of the property wish to continue to utilize this property as a residence, so the proposed zone change would better fit that purpose.

According to Zoning Ordinance Sec. 56 -150(b)(4) Amendments, prior to approving a zoning change, the Planning and Zoning Commission must find “The proposed amendment will or will not adversely affect the implementation of the goals and policies of the City’s Comprehensive Plan or other City Master Plan”.

*Comprehensive Plan: Strategy 2030* goals and policies that are applicable to this request are:

**Chapter 3: Land Use**

Goal 2: The City of Carlsbad will make efficient use of government resources through well-planned land use decisions.  
resources.

**Chapter 4: Housing**

Goal 2: Carlsbad will ensure that local housing protects the health, safety, and welfare of residents and their neighbors.

**Chapter 5: Economic Development**

Goal 4: Improve the appearance of Carlsbad.

***An amendment to the Official Zoning Map or to the Text of this Zoning Ordinance must be justified by one or more of the following findings:***

(a) The proposed amendment will or will not adversely impact the public health, safety or general welfare and will or will not promote the original purposes of the Zoning Ordinance; and

(b) The proposed amendment responds or does not respond to changed conditions, such as changes in public capital investments, road locations or functional classification, population trends, density, use or further studies that have been completed since adoption of the Zoning Ordinance; and

(c) The proposed amendment is or is not necessary in order to respond to State and/or Federal legislation; and

(d) The proposed amendment provides or does not provide additional flexibility in meeting the objectives of this Zoning Ordinance without lowering the standards of the Zoning Ordinance; and

(e) The proposed amendment is or is not in substantial compliance with the City's Comprehensive Plan or other City Master Plan; and

(f) The proposed amendment will or will not adversely affect the implementation of the goals and policies of the City's Comprehensive Plan or other City Master Plan; and

(g) The proposed amendment is justified in order to correct a mistake in the Official Zoning Map or the text of the Zoning Ordinance; and

(h) The proposed amendment is justified in order to respond to changes in the City's Comprehensive Plan or other City Master Plan including, but not limited to, changes in land use assumptions, surrounding uses, population forecasts, rates of land consumption, anticipated community needs or other factors.

**PLANNING AND ZONING COMMISSION RECOMMENDATION:** Based on review of the application and staff comments, at their specially scheduled meeting on June 6, 2016, the Planning and Zoning Commission voted to recommend approval of this Zone Change Request based on the following findings:

1. The proposed amendment will not adversely impact the public health, safety or general welfare and will or will not promote the original purposes of the Zoning Ordinance; and
2. The proposed amendment responds to changed conditions, such as changes in public capital investments, road locations or functional classification, population trends, density, use or further studies that have been completed since adoption of the Zoning Ordinance; and
3. The proposed amendment is not necessary in order to respond to State and/or Federal legislation; and
4. The proposed amendment provides additional flexibility in meeting the objectives of this Zoning Ordinance without lowering the standards of the Zoning Ordinance; and
5. The proposed amendment is in substantial compliance with the City's Comprehensive Plan or other City Master Plan; and
6. The proposed amendment will not adversely affect the implementation of the goals and policies of the City's Comprehensive Plan or other City Master Plan; and
7. The proposed amendment is not justified in order to correct a mistake in the Official Zoning Map or the text of the Zoning Ordinance; and
8. The proposed amendment is justified in order to respond to changes in the City's Comprehensive Plan or other City Master Plan including, but not limited to, changes in land use assumptions, surrounding uses, population forecasts, rates of land consumption, anticipated community needs or other factors.

**PLANNING STAFF RECOMMENDATION:** Based on review of the application and staff comments, planning staff recommends approval of this request based on the following findings:

1. The proposed amendment will not adversely impact the public health, safety or general welfare and will or will not promote the original purposes of the Zoning Ordinance; and
2. The proposed amendment responds to changed conditions, such as changes in public capital investments, road locations or functional classification, population trends, density, use or further studies that have been completed since adoption of the Zoning Ordinance; and
3. The proposed amendment is not necessary in order to respond to State and/or Federal legislation; and
4. The proposed amendment provides additional flexibility in meeting the objectives of this Zoning Ordinance without lowering the standards of the Zoning Ordinance; and
5. The proposed amendment is in substantial compliance with the City's Comprehensive Plan or other City Master Plan; and
6. The proposed amendment will not adversely affect the implementation of the goals and policies of the City's Comprehensive Plan or other City Master Plan; and
7. The proposed amendment is not justified in order to correct a mistake in the Official Zoning Map or

the text of the Zoning Ordinance; and

8. The proposed amendment is justified in order to respond to changes in the City's Comprehensive Plan or other City Master Plan including, but not limited to, changes in land use assumptions, surrounding uses, population forecasts, rates of land consumption, anticipated community needs or other factors.

**DEPARTMENT RECOMMENDATION (please check):**

	Approval	Denial	n/a		Approval	Denial	n/a
Public Works			x	Plng., Eng. & Reg. Dept:			
Fire Department			x	Code Enforcement Division			x
Legal Department			x	Engineering Division			x
Police Department	x			Planning Division	x		
Utilities Department			x	Building & Regulation Division			x
Culture & Rec. Dept.			x	City Administration	x		

**DEPARTMENT COMMENTS:**

Public Works: no comments.

Utilities Department: no comments.

Building Department: no comments.

Fire Department: no comments.

Code Enforcement: no comments.

Legal Department: no comments.

Planning Department: recommend approval.

Police Department: recommend approval, no comments.

Culture & Rec. Dept: no comments.

City Engineer: no comments.

Carlsbad Irrigation District: no comments.

City Administration: recommend approval, no comments.

**BOARD/COMMISSION/COMMITTEE ACTION:**

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

**Reviewed by**

**City Administrator:** /s/ Steve McCutcheon

**Date:** August 4, 2016

ATTACHMENTS: Ordinance, application materials, maps, P&Z minutes

ORDINANCE NO. 2016-\_\_\_\_

AN ORDINANCE REZONING PART OF "C-2" COMMERCIAL DISTRICT TO "R-1" RESIDENTIAL DISTRICT FOR AN APPROXIMATELY 1.83 ACRE LOT, LOCATED AT 118 WEST ROSE STREET, LEGALLY DESCRIBED AS TRACT 66, ASSESSOR'S PLAT AMENDED, SE ¼, SE ¼, SEC. 18, TOWNSHIP 22 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.

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 "C-2" Commercial District to "R-1" Residential District for an approximately 1.83 acre lot, located at 118 W. Rose Street, Carlsbad, NM, legally described as:

TRACT 66, ASSESSOR'S PLAT AMENDED, SE ¼, SE ¼, SEC.  
18, TOWNSHIP 22 SOUTH, RANGE 27 EAST

INTRODUCED, PASSED, ADOPTED AND APPROVED this 9th day of August, 2016.

---

DALE JANWAY, MAYOR

ATTEST:

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CITY CLERK

ORDINANCE NO. 2016-\_\_\_\_

AN ORDINANCE REZONING PART OF "C-2"  
COMMERCIAL DISTRICT TO "R-1"  
RESIDENTIAL DISTRICT FOR AN  
APPROXIMATELY .50 ACRE LOT, LOCATED AT  
205 WEST ROSE STREET, LEGALLY DESCRIBED  
AS BLOCK L, LOT 2, HEMLER 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 "C-2" Commercial District  
to "R-1" Residential District, an approximately 0.50 acre lot, located at 205 W. Rose Street,  
Carlsbad, NM, legally described as:

BLOCK L, LOT 2, HEMLER SUBDIVISION

INTRODUCED, PASSED, ADOPTED AND APPROVED this 9th day of August, 2016.

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DALE JANWAY, MAYOR

ATTEST:

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CITY CLERK

ORDINANCE NO. 2016-\_\_\_\_

AN ORDINANCE REZONING PART OF "C-2" COMMERCIAL DISTRICT TO "R-1" RESIDENTIAL DISTRICT FOR AN APPROXIMATELY 0.96 ACRE LOT, LOCATED AT 206 WEST ROSE STREET, LEGALLY DESCRIBED AS TRACT 67, ASSESSOR'S PLAT, MAP OF THE E ½ OF SEC. 18, T22S, R27E, 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 "C-2" Commercial District to "R-1" Residential District, an approximately 0.96 acre lot, located at 206 W. Rose Street, Carlsbad, NM, legally described as:

TRACT 67, ASSESSOR'S PLAT, MAP OF THE E ½ OF SEC. 18, T22S, R27E

INTRODUCED, PASSED, ADOPTED AND APPROVED this 9th day of August, 2016.

---

DALE JANWAY, MAYOR

ATTEST:

---

CITY CLERK

ORDINANCE NO. 2016-\_\_\_\_

AN ORDINANCE REZONING PART OF "C-2" COMMERCIAL DISTRICT TO "R-1" RESIDENTIAL DISTRICT FOR AN APPROXIMATELY 0.55 ACRE LOT, LOCATED AT 208 WEST ROSE STREET, LEGALLY DESCRIBED AS THE EAST HALF OF TRACT 68, IN SWSE DESCRIBED BEG 190'W & 30'N OF SE COR SWSE, N306', W 80', S TO PUBLIC HWY, E TO POB, ASSESSOR'S PLAT OF SEC. 18, T22S, R27E, 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 "C-2" Commercial District to "R-1" Residential District, an approximately 0.55 acre lot, located at 208 W. Rose Street, Carlsbad, NM, legally described as:

THE EAST HALF OF TRACT 68, IN SWSE DESCRIBED BEG 190'W & 30'N OF SE COR SWSE, N306', W 80', S TO PUBLIC HWY, E TO POB, ASSESSOR'S PLAT OF SEC. 18, T22S, R27E

INTRODUCED, PASSED, ADOPTED AND APPROVED this 9th day of August, 2016.

---

DALE JANWAY, MAYOR

ATTEST:

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CITY CLERK

ORDINANCE NO. 2016-\_\_\_\_

AN ORDINANCE REZONING PART OF "C-2" COMMERCIAL DISTRICT TO "R-1" RESIDENTIAL DISTRICT FOR AN APPROXIMATELY 0.37 ACRE LOT, LOCATED AT 209 WEST ROSE STREET, LEGALLY DESCRIBED AS BLOCK L, LOT 3, HEMLER 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 "C-2" Commercial District to "R-1" Residential District for an approximately 0.37 acre lot, located at 209 W. Rose Street, Carlsbad, NM, legally described as:

BLOCK L, LOT 3, HEMLER SUBDIVISION

INTRODUCED, PASSED, ADOPTED AND APPROVED this 9th day of August, 2016.

---

DALE JANWAY, MAYOR

ATTEST:

---

CITY CLERK

**MINUTES OF THE REGULAR MEETING OF THE**

**City of Carlsbad  
Planning & Zoning Commission**

**June 6, 2016, at 5:00 p.m.**

**Meeting Held in the Planning Room**

CITY OF CARLSBAD  
CARLSBAD, NEW MEXICO

**PLANNING AND ZONING COMMISSION**

Monday, June 6, 2016, at 5:00 PM  
Municipal Building 101 N. Halagueno Street  
Planning Room (Second Floor)

1. Roll call of voting members and determination of quorum.
2. Approval of Agenda.
3. Minutes from Meeting held on April 4, 2016.
  - A: Remove minutes from table.
  - B: Approve minutes.
4. Approval of Minutes from the Meeting held May 2, 2016.
5. Discuss and Approve date for July P & Z Meeting.
6. Consider Preliminary plat approval for Freedom Way Subdivision.
7. Consider Alleyway Vacation and Replat of the NW corner of Kircher and San Jose.
8. Consider a Zone Change from "C-2" to "R-1" in the 100 and 200 blocks for 5 lots on W. Rose St.
9. Consider a request to extend El Dorado Final PUD deadline.
10. Report regarding Summary Review Subdivisions.
11. Adjourn.

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

**MINUTES OF A REGULAR MEETING OF THE CITY OF CARLSBAD PLANNING & ZONING COMMISSION HELD IN THE MUNICIPAL BUILDING PLANNING ROOM, 101 N. HALAGUENO STREET, JUNE 6, 2016, AT 5:00 P.M.**

**VOTING MEMBERS PRESENT:**

**JAMES KNOTT  
WANDA DURHAM  
LASON BARNEY**

**CHAIRPERSON  
COMMISSIONER  
COMMISSIONER**

**VOTING MEMBERS ABSENT:**

**JAMES MCCORMICK  
BRIGIDO GARCIA**

**COMMISSION SECRETARY  
COMMISSIONER**

**EX-OFFICIO MEMBERS PRESENT:**

**JEFF PATTERSON  
GEORGIA GOAD**

**PLANNING DIRECTOR  
PLANNING DEPUTY DIRECTOR**

**SECRETARY PRESENT:**

**JENNIFER CAMPOS**

**PLANNING, ENGINEERING  
AND REGULATION DEPARTMENT  
EXECUTIVE SECRETARY**

**OTHERS PRESENT:**

**DAVID O'DELL  
DAVE O'DELL**

**916 JASON  
4658 LOS POBLONAS CR. NW, ALB.**

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      **Start Recording [5:03:45 PM]**

0:00:07      **1. Roll call of voting members and determination of quorum.**

Roll was called, confirming the presence of a quorum of commission members. Present – **Ms. Durham, Mr. Knott, Mr. Barney**; Absent – **Mr. McCormick, Mr. Garcia**.

0:00:30      **2. Approval of Agenda.**

**Ms. Durham** made a motion to approve the Agenda, and **Mr. Barney** seconded the motion. The vote was as follows: **Yes – Ms. Durham, Mr. Knott, Mr. Barney**; No – None; Abstained – None; Absent – **Mr. McCormick, Mr. Garcia**. The motion carried.

0:01:02      **3. Approval of Minutes from Meeting held on April 4, 2016.**  
**A: Remove minutes from table.**  
**B: Approve minutes.**

**Mr. Patterson** mentions that these were corrected minutes from April 4, 2016 meeting.

**Mr. Barney** made a motion to remove minutes from the table and approve the minutes from the meeting held on April 4, 2016, and **Ms. Durham** seconded the motion. The vote was as follows: **Yes – Ms. Durham, Mr. Knott, Mr. Barney**; No – None; Abstained – None; Absent – **Mr. McCormick, Mr. Garcia**. The motion carried.

0:01:57      **4. Approval of Minutes from the Meeting held May 2, 2016.**

**Ms. Durham** made a motion to approve the minutes from the meeting held May 2, 2016, and **Mr. Barney** seconded the motion. The vote was as follows: **Yes – Ms. Durham, Mr. Knott, Mr. Barney**; No – None; Abstained – None; Absent – **Mr. McCormick, Mr. Garcia**. The motion carried.

0:02:23      **5. Discuss and Approve date for July P & Z Meeting.**

**Mr. Patterson** asked if the board would like to change the P & Z Meeting Monday July 4, 2016 being a holiday for the City to the following Monday July 11, 2016.

**Mr. Barney** made a motion to approve to change the July P & Z Meeting to July 11, 2016, and **Ms. Durham** seconded the motion. The vote was as follows: **Yes – Ms. Durham, Mr. Knott, Mr. Barney**; No – None; Abstained – None; Absent – **Mr. McCormick, Mr. Garcia**. The motion carried.

0:03:39      **6. Consider Preliminary plat approval for Freedom Way Subdivision.**

**Mr. Patterson** mentions this is a request for approval of a preliminary plat for Freedom Way Subdivision at the NE corner of W. McKay St. and N. Elm St. to create 13 new single family lots he changed the zoning it to “R-2” multi-family residential. He will be installing a cul-de-sac in the plans it is referred to as Kings Way Court but do to a conflict with the County he has changed the name to “Solomons Court”. Mr. O’dell did receive a variance to build this cul-de-sac a 50’ right of way along the road and a cul-de-sac of 88’ right of way. The Water Department included a set of plans that had some corrects or suggestions that they wanted changed. I handed out before the meeting a list of comments from Jamey Schwiger, Luis Camero, and Bill Rook the Fire Marshall. (Reading from the handouts) **Mr. Odell** said he will get with the Engineer and make the changes to the plans. **Mr. Patterson** said Mr. O’dell can get with Mr. Schwiger and Mr. Camero and go over any questions that he may have. (These concerns are from the Water Department) **Mr. Patterson** said the Fire Marshall’s comment is he saw on the plans three hydrants located at the corners of the subdivision some of the lots are slightly beyond the 250’ limit. He does not note any plans for any additional hydrants and to the Fire Marshall this could be an issue. **Mr. Patterson** said he thought that it was a 300’ limit. **Mr. O’dell** said he thought the same thing. **Mr. Patterson** told him to get with the Fire Marshall and make sure on the fire hydrants. **Mr. Patterson** said based on Planning Department recommendations and analysis, planning staff recommends approval of the preliminary plat and construction plans. Also with the condition that Mr. O’dell addresses all the items provided by the Water Department and Fire Marshall. **Mr. O’dell** said he’s in good shape.

**Mr. Barney** made a motion to approve to consider preliminary plat approval for Freedom Way Subdivision with the corrections from the Water Department and the Fire Marshall, and **Ms. Durham** seconded the motion. The vote was as follows: **Yes – Ms. Durham, Mr. Knott, Mr. Barney**; No – None; Abstained – None; Absent – **Mr. McCormick, Mr. Garcia**. The motion carried.

0:14:50  
San Jose.

**7. Consider Alleyway Vacation and Replat of the NW corner of Kircher and**

**Mr. Patterson** says this item is asking for approval on a replat for the NW corner of the intersection of San Jose Blvd. and Kircher Street. If you look on page 41 basically what happened through Pyeatt Surveying and their research into the item these lots in the first addition was off so many feet in the past.

**Ms. Goad** said if you look on the zoning map there is a white spot where the house sits where it should be colored and there are a couple of old plats out in the area that the surveyors say that they don't line up and there is a house that has been placed on this particular lot that they are creating now and it's been there for years and the people thought they owned that lot and it ended up that there wasn't anything there except right of way and somehow the County put their name on it and she doesn't know how that happened.

**Mr. Patterson** said if you look at lot 51A and 51B that are being created there was an alley way between them and this survey will vacate the alley and adjust the line down and it will create lot 51A and 51B and the rest will create a road tract which will be dictated to the City for public use and right of way to Kircher and San Jose and will finish the alley that runs North and South to the west of the lots. **Mr. Barney** said we're just fixing an issue.

**Ms. Durham** made a motion to approve to consider alleyway vacation and replat for the NW corner of Kircher and San Jose, and **Mr. Barney** seconded the motion. The vote was as follows: **Yes – Ms. Durham, Mr. Knott, Mr. Barney**; No – None; Abstained – None; Absent – **Mr. McCormick, Mr. Garcia**. The motion carried.

0:18:04

**8. Consider a Zone Change from "C-2" to "R-1" in the 100 and 200 blocks for 5 lots on W. Rose St.**

**Mr. Patterson** explained the Zoning Change from "C-2" Commercial District to "R-1" Residential District for five properties on W. Rose Street. This is a continuance of an item that came to this board before. If you remember a lady came requesting to have a zone change along W. Rose St. because she had discovered she had Commercial Zoning "C2". If you read the definition for "C-2" if something happened to her house wither it burned or destroyed she couldn't build residential again it had to match the zoning. She's trying to sell the property and the lending company didn't want to lend them the money. Residents along W. Rose St. come forward to council at the time the lady was going before her request, and the council said to have all the residents have who are requesting this zone change wave the fee and get them all together at one time to do this request. The applicants that want this are addressed as: 118, 205, 206, 208, & 209 W. Rose Street. **Ms. Goad** said that council wanted the applicants to sign an affidavit saying they wanted to join and bringing it to this board for recommendation. **Mr. Patterson** said Planning Department recommends approval.

**Mr. Barney** made a motion to approve to consider a zone change from "C-2" to "R-1" in the 100 and 200 blocks for 5 lots on W. Rose St., and **Ms. Durham** seconded the motion. The vote was as follows: **Yes – Ms. Durham, Mr. Knott, Mr. Barney**; No – None; Abstained – None; Absent – **Mr. McCormick, Mr. Garcia**. The motion carried.

0:23:15

**9. Consider a request to extend El Dorado Final PUD deadline.**

**Mr. Knott** said the applicant is not present. **Mr. Patterson** explains the extension of the deadline for the submittal of a Final PUD Plan and construction plans along with the signing of a Development Agreement for the El Dorado Planned Unit Development (PUD, an approximately 1,300 acre area. This applicant came before this board in 2014 the applicant asked for an extension last year. Mr. Sells has not done any movement on this item or heard from him and he doesn't for see anything happening. One

thing that he wants to keep everyone in mind is that whoever comes into develop this has to stick with the PUD plan approved by the previous developers. **Ms. Goad** asked with this extension wont this also extends the annexation. **Mr. Patterson** said “no” with the PUD they have to come in with the final his PUD plan before the annexation would’ve been approved. If you don’t extended it with his understanding the annexation which was approved just goes away this PUD zoning this two-step process if they don’t complete it then its not valid. He thinks that the annexation was tied into the zoning. **Mr. Barney** said there was a lot of chaos is this going to make the residents happier if it goes away or upset. **Mr. Patterson** said he did talk to a few people and some of them are not on board with this. They didn’t want to be a part of the city that’s why the moved out there. Mr. Barney said that there may be some that would want to be a part of the city for their services. **Ms. Durham** said Mr. Sells should’ve been here to have this item moving forward or postponing it. **Mr. Barney** asked if they wanted to table it until the next meeting. **Mr. Knott** said on page 69 on the packet under impact says what will happen, “By granting an extension of the Concept Plan and PUD zoning approval, the Planning and Zoning Commission would be allowing the owners, along with their agent, to continue to market the property as a PUD Development. If the extension is denied, then as stated in above from Sec. 56-150(j)(6)(a), the Planning Department shall initiate action to rezone the property to the original zoning. In this case, it appears that the annexation and establishment of zoning would simply reverse and be null and void. It should be noted that any developer that attempts to take over this development and move it forward would be required to adhere to the previously approved Concept Plan for the property. **Mr. Patterson** said that’s what I was trying to explain. **Mr. Knott** said he would like to give the applicant another chance. **Mr. Patterson** said it expires at the end of May.

**Mr. Barney** made a motion to table the request to extend El Dorado Final PUD deadline until the next P & Z Meeting on July 11, 2016, and **Ms. Durham** seconded the motion. The vote was as follows: **Yes – Ms. Durham, Mr. Knott, Mr. Barney**; No – None; Abstained – None; Absent – **Mr. McCormick, Mr. Garcia**. The motion carried.

0:31:21        **10. Report regarding Summary Review Subdivisions.**

There was brief discussion of the plats signed by the commission designees during the previous month.

0:32:45        **11. Adjourn.**

There being no further business, the meeting was adjourned.

0:32:50        Stop Recording [5:36:36 PM]

---

Chairman

---

Date

**CITY OF CARLSBAD***Planning, Engineering, and Regulation Department*

PO Box 1569, Carlsbad, NM 88221

Phone (575) 885-1185

Fax (575) 628-8379

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**ZONING CHANGE APPLICATION****Sec. 56-150(b)**

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**PROCESS FOR ACCEPTANCE AND REVIEW  
OF PLANNING AND ZONING COMMISSION MATTERS**

1. The Planning and Zoning Commission's regularly scheduled meetings are on the **FIRST MONDAY OF THE MONTH**. Applicant should obtain an Application Packet for the particular type of request (Zone Change, Subdivision, Variance, Annexation, Conditional Use, etc.) from the City of Carlsbad, Planning, Engineering, and Regulation Office.
2. **Applicant must submit a completed Application to the Planning, Engineering, and Regulation Office on, or before, the FIRST FRIDAY OF THE MONTH prior to the desired Commission meeting.** The minimum application packet submittal is one (1) copy of the Application with original signatures and all required supporting documents. A letter of explanation or clarification may also be provided. The required non-refundable application fee is due with submittal of the application.

The desired maximum size for all documents is 11"x17". **However, if the applicant wishes to support his or her application with larger size documents, an original and fifteen (15) copies need to be provided.** Separate arrangements for copying these large documents may be possible, but will incur additional costs.

3. The Planning, Engineering, and Regulation Office will give the Application an initial cursory review. If deficiencies or questions are noted, the Applicant will be advised and provided an opportunity to supplement the Application. If the Applicant fails to complete and resubmit the application prior to the above deadline, the matter will not be heard until the next subsequent Commission meeting. The original application fee will be retained and will suffice for the specific original application for a period of 90-days from the date of the original application.
4. Applications appearing complete will be set for full evaluation by City Staff prior to the Commission meeting. The purpose of this evaluation is to develop and provide a full briefing report for the Commission. Applicants will be advised of deficiencies noted during this review and will be afforded opportunity to supplement their application during their presentation to the Commission, if they so desire.

## **ADDITIONAL PROCEDURAL REQUIREMENTS FOR ZONING CHANGES:**

- 1) **PRESENCE AT MEETING:** The Planning and Zoning Commission will vote to recommend to the City Council approval or denial of request. Applicant or his/her representative must be present to address any questions that Planning and Zoning Commissioners may have.
- 2) **CITY COUNCIL SETS A HEARING DATE:** After the Planning and Zoning Commission has made a recommendation on the request, the City Council (at their next regular meeting) will set a date for a public hearing. The date will be set for a regularly scheduled City Council meeting a minimum of 30 days from that date. A “notice of public hearing” is published in the Current Argus at least 30 days prior to the hearing.
- 3) **NOTIFICATION:** The applicant shall mail notice of the Planning and Zoning Commission meeting, via certified mail, to all property owners within one-hundred feet (100’) of the subject site. Evidence of such notification shall be provided with the application. In addition, the applicant shall post a sign, provided by the City, at the property at least 5 days prior to the public hearing. At least fifteen (15) days prior to the City Council hearing, the City will notify adjacent property owners within 100’ of the subject property via first-class mail for properties greater than one (1) block in size, or via certified mail for properties one (1) block or less in size. The notification will include a description of the request, applicant’s information, legal description of subject property, and the date of the hearing.
- 4) **PUBLIC HEARING:** The Public Hearing will be held during a regularly scheduled City Council meeting, and the applicant or his/her representative **MUST BE PRESENT** to address any questions that the Mayor or Council members may have.
- 5) **ZONING CHANGE IS FINAL:** If the City Council approves the zone change, the ordinance is published in the Current Argus. The change is considered final five (5) days after publication.



# CITY OF CARLSBAD

*Planning, Engineering, and  
Regulation Department*

PO Box 1569, Carlsbad, NM 88221

Phone (575) 885-1185

Fax (575) 628-8379

## ZONING CHANGE APPLICATION

Sec. 56-150(b)

Application Date: N/A  
Existing Zoning: C-2

Fee Paid (\$100.00): N/A  
Proposed Zoning: R-1

### APPLICANT INFORMATION:

<u>CITY OF CARLSBAD</u>		<u>114 S. HALAGUENDO ST</u>		
NAME		ADDRESS		
<u>CARLSBAD</u>	<u>NM</u>	<u>88220</u>	<u>(575) 885-1185</u>	
CITY	STATE	ZIP	PHONE	EMAIL

### PROPERTY OWNER INFORMATION (attach separate sheet for multiple owners):

<u> </u>		<u> </u>		
NAME		ADDRESS		
<u> </u>				
CITY	STATE	ZIP	PHONE	EMAIL

\* A signed affidavit from the property owner(s), consenting to submittal of the application, must be included with the application.

### LEGAL DESCRIPTION AND/OR STREET ADDRESS OF PROPERTY (INCLUDE A MEETS AND BOUNDS DESCRIPTION FOR UNPLATTED LAND, ATTACH SEPARATE SHEET, IF NECESSARY):

<u>118, 205, 206, 208 E, 209 W ROSE ST</u>	<u> </u>	<u> </u>	<u> </u>
ADDRESS	LOT	BLOCK	SUBDIVISION

SEE LEGALS IN PACKET

**REASON FOR THE REQUEST**

An amendment to the Official Zoning Map or to the Text of the Zoning Ordinance must be justified by one or more of the following. Check all that apply:

- The proposed amendment will not adversely impact the public health, safety or general welfare and will or will not promote the original purposes of the Zoning Ordinance.
- The proposed amendment responds to changed conditions, such as changes in public capital investments, road locations or functional classification, population trends, density, use or further studies that have been completed since adoption of the Zoning Ordinance.
- The proposed amendment is necessary in order to respond to State and/or Federal legislation.
- The proposed amendment provides additional flexibility in meeting the objectives of this Zoning Ordinance without lowering the standards of the Zoning Ordinance.
- The proposed amendment is in substantial compliance with the City's Comprehensive Plan or other City Master Plan.
- The proposed amendment will not adversely affect the implementation of the goals and policies of the City's Comprehensive Plan or other City Master Plan.
- The proposed amendment will correct a mistake in the Official Zoning Map or the text of the Zoning Ordinance.
- The proposed amendment is justified in order to respond to changes in the City's Comprehensive Plan or other City Master Plan including, but not limited to, changes in land use assumptions, surrounding uses, population forecasts, rates of land consumption, anticipated community needs or other factors.

**FOR OFFICIAL USE ONLY:**

**Required prior to P & Z:**

Complete Application Including:  Map  Fee  Letter  Notification  Sign Agreement

**Required prior to City Council:**

Council Hearing Date: \_\_\_\_\_ Publication Date: \_\_\_\_\_

Property Owner Notification Sent (within 100' minimum.): \_\_\_\_\_

ABM  Staff Comments  Application Packet  Draft Ordinance  P&Z Minutes

Council Action:  Approved  Denied  Other Ordinance No.: \_\_\_\_\_



SHORT FORM QUITCLAIM DEED - New Mexico Statutory Form  
Approved by State Comptroller as standard form, Oct. 6, 1947

QUITCLAIM DEED

Joseph C BASSO  
for consideration paid, quit claim to  
EVA K BASSO whose address is  
118 West Rose Street  
the following described real estate in Eddy County, New Mexico:  
Section-18 Township-22S Range 27-E  
TR 66 IN SESE

WITNESS hand and seal this 26<sup>th</sup> day of August 20 14  
Mr. Joseph C. Basso (Seal) \_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

ACKNOWLEDGMENT - Individual (Short Form)

STATE OF NEW MEXICO,  
County of Eddy } ss.

This instrument was acknowledged before me on August 26<sup>th</sup>  
20 14 by Joseph C. Basso

My Commission expires 08-15- 20 17

Amy Brewer  
Notary Public



ACKNOWLEDGMENT - Corporation (Short Form)

STATE OF NEW MEXICO,  
County of \_\_\_\_\_ } ss.

This instrument was acknowledged before me on \_\_\_\_\_, 20 \_\_\_\_\_  
by \_\_\_\_\_  
of \_\_\_\_\_ corporation

on behalf of said corporation.

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public

STATE OF NEW MEXICO,  
County of \_\_\_\_\_ } ss.

I hereby certify that this instrument was filed for  
record on the \_\_\_\_\_ day of \_\_\_\_\_  
A.D., 20 \_\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded in  
Book \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

RECEPTION NO: 1408931 STATE OF  
NEW MEXICO, COUNTY OF EDDY  
RECORDED 08/26/2014 11:05 AM  
BOOK 0990 PAGE 0320 R Bradley  
DARLENE ROSPRIN, COUNTY CLERK

Return to EVA BASSO  
118 WEST ROSE ST  
CARLSBAD NM 88220





[Assessor Lookup](#) [Main](#) [County Web Site](#)



- Search by
- [Owner #](#)
- [Owner Name](#)
- [Mailing Zip Code](#)
- [Property Code](#)
- [Physical Address](#)
- [Subdivision](#)
- [Metes](#)
- [Assessor Map Lookup](#)

<b>Owner Information</b>			
Owner # 15548 District CI BASSO, EVA K			
118 W ROSE CARLSBAD NM 88220			
Estimated Taxes for Owner			
Estimated Tax	Estimated Year used		
\$257.48	2015		
<b>Recap Value Information</b>			
Central Full Value	0	Full Value	34509
Land Full Value	7359	Taxable Value	11503
Improvements Full value	27150	Exempt Value	2000
Personal Property Full Value	0	Net Value	9503
Manufactured Home Full Value	0		
Livestock Full Value	0		
<b>Property Information</b>			
Property Code 4157129417515			
Book 990 Page 320 Reception# 0			
Physical Address 118 W ROSE STREET			
Bldg Apt			
Section 18 Township 22 S Range 27 E			
TR 66 IN SESE			
MAP# 264-66			
LOC 118 W ROSE			
<b>Appraisal Information</b>			
Basement Sq. Ft.	0	First Floor Sq. Ft.	1037
Second Floor Sq. Ft.	0	Year built	0
<b>Property Value Information</b>			
001	Residential	Head Household	0.00 2000

**CITY OF CARLSBAD  
AFFIDAVIT BY PROPERTY OWNER(S)**

**IF AN APPLICATION IS MADE BY SOMEONE OTHER THAN THE PROPERTY OWNER THIS FORM MUST ACCOMPANY THE APPLICATION MATERIALS.**

**APPLICATION TYPE:**

ZONING CHANGE     CONDITIONAL USE     VARIANCE     TEMPORARY USE

I (WE) HEREBY CERTIFY that I am (we are) the owners of record of the property described as follows:

ADDRESS OF PROPERTY: 205 W. ROSE STREET ADDRESS

LEGAL DESSCRPTION: HEMLER SUBDIVISION    L BLOCK    2 LOT OR TRACT

I (WE) HAVE AUTHORIZED the following individuals to act as my (our) agent with regard to this application.

AGENT: City of Carlsbad NAME    ADDRESS    PHONE

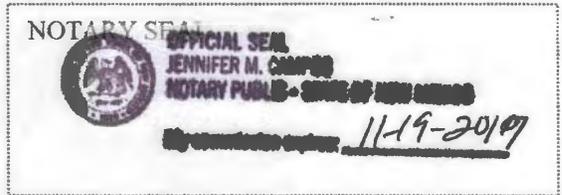
**I (WE) UNDERSTAND, CONCUR AND AFFIRM:**

That this application may be approved, approved with conditions or denied and that, as the property owner, it is my responsibility to ensure that any conditions are complied with and to ensure that the property is maintained in a condition so as not to jeopardize the health, safety or welfare of others and that compliance with all applicable City ordinances is required, and

I (WE) HEREBY EXECUTE THIS AFFIDAVIT in support of the proposed application as presented:

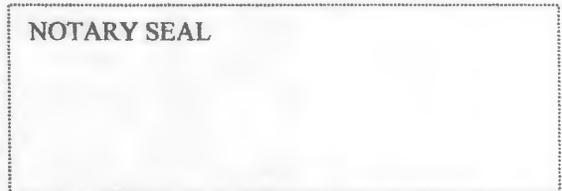
**OWNER 1:**

BY: [Signature] SIGNATURE  
BY: ALFREDO CARNERO PRINTED NAME  
DATE: 4-22-15 DATE SIGNED



**OWNER 2: (IF APPLICABLE)**

BY: \_\_\_\_\_ SIGNATURE  
BY: \_\_\_\_\_ PRINTED NAME  
DATE: \_\_\_\_\_ DATE SIGNED



**ADDITIONAL OWNERS: ATTACH SEPARATE SHEETS AS NECESSARY**

**WARRANTY DEED (JOINT TENANTS)**

Sandra Carnero, a married person, for consideration paid, grant(s) to Alfredo Carnero and Sandra C. Carnero, a married couple, whose address is 205 W. Rose, Carlsbad, NM 88220, as joint tenants the following described real estate in Eddy county, New Mexico:

The North Half of Lot 2, Block "L", Hemler Subdivision to the City of Carlsbad, Eddy County New Mexico, as shown on the official plat thereof on file in the office of the County Clerk of Eddy County, New Mexico.

EXCEPTING HEREFROM All Oil, Gas and Other Minerals.

SUBJECT TO reservations, restrictions and easements of record.

with warranty covenants.

Witness our hand(s) and seal(s) this 12th day of May, 2010

Sandra Carnero (Seal)  
Sandra Carnero

Pennsylvania

State of New Mexico }

ss.

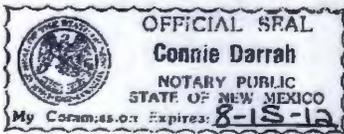
County of Eddy }

This instrument was acknowledged before me this 12th day of May, 2010 by Sandra Carnero, a married person.

My commission expires:

8-15-2012

Connie Darrah  
NOTARY PUBLIC



RECEPTION NO: 1004579 STATE OF  
NEW MEXICO, COUNTY OF EDDY  
RECORDED 05/18/2010 4:41 PM  
BOOK 0813 PAGE 0909 Darrah  
DARLENE ROSPRIM, COUNTY CLERK



Assessor Lookup Main County Web Site



- Search by
- [Owner #](#)
- [Owner Name](#)
- [Mailing Zip Code](#)
- [Property Code](#)
- [Physical Address](#)
- [Subdivision](#)
- [Metes](#)
- [Assessor Map Lookup](#)

<b>Owner Information</b>					
<p>Owner # 12434 District CI          CARNERO, ALFREDO &amp; SANDRA C (JT)</p> <p>205 W ROSE          CARLSBAD NM 88220</p>					
<p>Estimated Taxes for Owner</p> <table border="1"> <tr> <th>Estimated Tax</th> <th>Estimated Year used</th> </tr> <tr> <td>\$44.32</td> <td>2015</td> </tr> </table>		Estimated Tax	Estimated Year used	\$44.32	2015
Estimated Tax	Estimated Year used				
\$44.32	2015				
<b>Recap Value Information</b>					
Central Full Value	0	Full Value	4935		
Land Full Value	4935	Taxable Value	1645		
Improvements Full value	0	Exempt Value	0		
Personal Property Full Value	0	Net Value	1645		
Manufactured Home Full Value	0				
Livestock Full Value	0				
<b>Property Information</b>					
<p>Property Code 4157130388012          Book 813 Page 909 Reception# 0          Physical Address 205 W ROSE STREET          Bldg Apt          Subdivision HEMLER          BLOCK L LOT 2          LOT 2          N2          MAP# 265-HL-2          LOC 205 W ROSE          LOT SIZE 100' X 215'          MH 266073</p>					
<b>Property Value Information</b>					
101 Residential Land	21500.00	0.07	4935		
010 Non-Residential Special	1645	0.00	0		

**CITY OF CARLSBAD  
AFFIDAVIT BY PROPERTY OWNER(S)**

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**APPLICATION TYPE:**

ZONING CHANGE     CONDITIONAL USE     VARIANCE     TEMPORARY USE

I (WE) HEREBY CERTIFY that I am (we are) the owners of record of the property described as follows:

ADDRESS OF PROPERTY: 206 W. ROSE STREET ADDRESS

LEGAL DESSCRPTION: See Attached SUBDIVISION BLOCK LOT OR TRACT

I (WE) HAVE AUTHORIZED the following individuals to act as my (our) agent with regard to this application.

AGENT: City of Carlsbad NAME PHONE ADDRESS

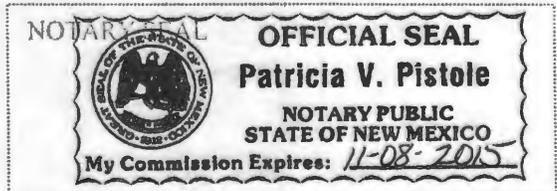
**I (WE) UNDERSTAND, CONCUR AND AFFIRM:**

That this application may be approved, approved with conditions or denied and that, as the property owner, it is my responsibility to ensure that any conditions are complied with and to ensure that the property is maintained in a condition so as not to jeopardize the health, safety or welfare of others and that compliance with all applicable City ordinances is required, and

I (WE) HEREBY EXECUTE THIS AFFIDAVIT in support of the proposed application as presented:

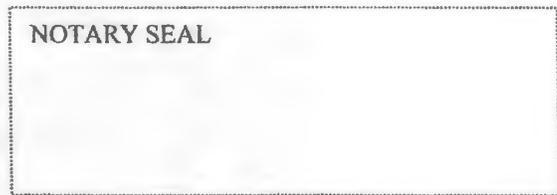
**OWNER 1:**

BY: [Signature] SIGNATURE  
BY: JEROME M. VILLA PRINTED NAME  
DATE: 6-2-15 DATE SIGNED



**OWNER 2: (IF APPLICABLE)**

BY: \_\_\_\_\_ SIGNATURE  
BY: \_\_\_\_\_ PRINTED NAME  
DATE: \_\_\_\_\_ DATE SIGNED



**ADDITIONAL OWNERS: ATTACH SEPARATE SHEETS AS NECESSARY**

WARRANTY DEED (Joint Tenants)

Recorded By: VLS  
Quarantary Title Company

WANDA M. HENSLEY, A SINGLE PERSON

\_\_\_\_\_ , for consideration paid, grants to

JEROME M. VILLA and DORA L. VILLA, HUSBAND AND WIFE

whose address is 206 W. ROSE ST., CARLSBAD, NM 88220

as joint tenants the following described real estate in EDDY County, New Mexico:

THE SURFACE ESTATE ONLY OF:

TOWNSHIP 22 SOUTH RANGE 27 EAST, N.M.P.M., EDDY COUNTY, NEW MEXICO  
SECTION 18: TRACT 67 IN THE SW1/4SE1/4 AND FULLY DESCRIBED IN BOUNDARY SURVEY PLAT (AMENDED PLAT) RECORDED IN MAP CABINET A, SLIDE 692-2, IN THE OFFICE OF THE COUNTY CLERK, EDDY COUNTY, NEW MEXICO, AS FOLLOWS:

BEGINNING AT A POINT THAT IS M=32.50 FEET (R=30.00') NORTH AND M=28.74 FEET (R=30.00') WEST OF THE SE CORNER OF THE SW1/4SE1/4 SEC. 18, T22S, R27E, N.M.P.M., CARLSBAD, EDDY COUNTY, NEW MEXICO; THENCE N01°23'00"E FOR M=299.62 FEET (R=300.00'); THENCE N87°44'19"W FOR M=139.15 FEET (R=139.60'); THENCE S01°27'40"W FOR 305.50 FEET; THENCE N89°50'39"E FOR 139.60 FEET TO THE POINT OF BEGINNING.

Subject to reservations, restrictions, and easements of record.

with warranty covenants.

WITNESS my hand and seal this 31st day of March, 2014.

Wanda M. Hensley  
WANDA M. HENSLEY

Representative Capacity:

State of New Mexico )  
 ) SS.  
County of | )

This instrument was acknowledged before me on the | | day of | |, | |, by | | as | | of | |.

My commission expires: | | Notary Public

(Seal)

Individual Capacity:

State of New Mexico )  
 ) SS.  
County of EDDY )

This instrument was acknowledged before me on the 31 day of MARCH, 2014, by WANDA M. HENSLEY, A SINGLE PERSON.

My commission expires: | | Notary Public

(Seal)



Virginia Lopez  
Notary Public

RECEPTION NO: 1403378 STATE OF  
NEW MEXICO, COUNTY OF EDDY  
RECORDED 04/01/2014 2:50 PM  
BOOK 0973 PAGE 0459  
DARLENE ROSPRIN, COUNTY CLERK



Assessor Lookup [Main](#) [County Web Site](#)



- Search by
- [Owner #](#)
- [Owner Name](#)
- [Mailing Zip Code](#)
- [Property Code](#)
- [Physical Address](#)
- [Subdivision](#)
- [Metes](#)
- [Assessor Map Lookup](#)

**Owner Information**

Owner # 19020 District CI  
 VILLA, JEROME M & DORA L (JT)

206 W ROSE STREET  
 CARLSBAD NM 88220

---

**Estimated Taxes for Owner**

Estimated Tax	Estimated Year used
\$996.58	2014

---

**Recap Value Information**

Central Full Value	0	Full Value	122340
Land Full Value	6111	Taxable Value	40780
Improvements Full value	116229	Exempt Value	0
Personal Property Full Value	0	Net Value	40780
Manufactured Home Full Value	0		
Livestock Full Value	0		

---

**Property Information**

Property Code 4157129393518  
 Book 973 Page 459 Reception# 0  
 Physical Address 206 W ROSE STREET  
 Bldg Apt  
 Section 18 Township 22 S Range 27 E

TR 67 IN SWSE  
 MAP# 264-67  
 ASSESSORS PLAT CAB# 1-233-1  
 LOC 206 W ROSE

---

**Appraisal Information**

Assessor Sq. Ft.	0	Market Value Sq. Ft.	206	Assessed Value Sq. Ft.	0	Year built	1
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**Property Value Information**

201	Residential	Improvements	0.00	116229
102	Residential	Land	.96	2121.80 6111
010	Non-Residential	Special	40780	0.00 0

**CITY OF CARLSBAD  
AFFIDAVIT BY PROPERTY OWNER(S)**

**IF AN APPLICATION IS MADE BY SOMEONE OTHER THAN THE PROPERTY OWNER THIS FORM MUST ACCOMPANY THE APPLICATION MATERIALS.**

**APPLICATION TYPE:**

ZONING CHANGE     CONDITIONAL USE     VARIANCE     TEMPORARY USE

I (WE) HEREBY CERTIFY that I am (we are) the owners of record of the property described as follows:

ADDRESS OF PROPERTY: 209 W. ROSE STREET ADDRESS

LEGAL DESSCRPTION: HEMLER SUBDIVISION    4 BLOCK    3 LOT OR TRACT

I (WE) HAVE AUTHORIZED the following individuals to act as my (our) agent with regard to this application.

AGENT: City of Carlsbad NAME    PHONE    ADDRESS

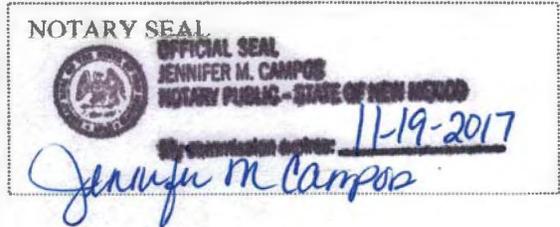
**I (WE) UNDERSTAND, CONCUR AND AFFIRM:**

That this application may be approved, approved with conditions or denied and that, as the property owner, it is my responsibility to ensure that any conditions are complied with and to ensure that the property is maintained in a condition so as not to jeopardize the health, safety or welfare of others and that compliance with all applicable City ordinances is required, and

I (WE) HEREBY EXECUTE THIS AFFIDAVIT in support of the proposed application as presented:

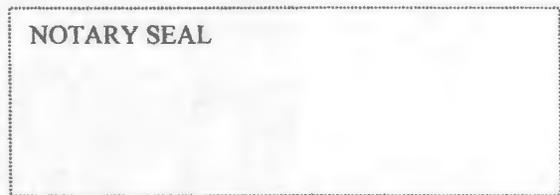
**OWNER 1:**

BY: Melissa Washburn SIGNATURE  
BY: Melissa WASHBURN PRINTED NAME  
DATE: 03-11-2015 DATE SIGNED



**OWNER 2: (IF APPLICABLE)**

BY: \_\_\_\_\_ SIGNATURE  
BY: \_\_\_\_\_ PRINTED NAME  
DATE: \_\_\_\_\_ DATE SIGNED



**ADDITIONAL OWNERS: ATTACH SEPARATE SHEETS AS NECESSARY**

WARRANTY DEED  
(Joint Tenants)

ALBERT L. SCOTT

for consideration paid, grant to

JOHNNY H WASHBURN AND MELISSA M WASHBURN, HUSBAND AND WIFE

whose mailing address is

4120 OLD CAVERN HWY, CARLSBAD NM 88220

as joint tenants with rights of survivorship, the following described real estate in Eddy County, New Mexico:

THE SURFACE ESTATE ONLY OF:

THE NORTH 160 FEET OF LOT 3, BLOCK L, HEMLER SUBDIVISION  
TO THE CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO AS SHOWN  
ON THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE  
COUNTY CLERK OF EDDY COUNTY, NEW MEXICO.

Witness MY hand and seal this 23<sup>rd</sup> day of

OCTOBER

20 14

*Albert L. Scott* (Seal)

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF NEW MEXICO,

County of EDDY

} SS.

The instrument was acknowledged before me on Oct. 23<sup>rd</sup> 20 14 by Albert L. Scott

My Commission expires July 30, 20 16 *Darlene Rosprim*

Notary Public

STATE OF NEW MEXICO,

County of \_\_\_\_\_

} SS.

RECEPTION NO: 1411227 STATE OF  
NEW MEXICO, COUNTY OF EDDY  
RECORDED 10/23/2014 1:03 PM  
BOOK 0997 PAGE 0539 *Darlene Rosprim*  
DARLENE ROSPRIM, COUNTY CLERK

I hereby certify that that this instrument was filed for

Record on the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_, A.D., 20 \_\_\_\_\_

Return to \_\_\_\_\_

At \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded in \_\_\_\_\_

Book \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

JOHNNY WASHBURN  
4120 OLD CAVERN HWY  
CARLSBAD NM 88220



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On March 25, 2002 before me, T. Hayashida, appeared Karen M. Mastro, and acknowledged that she is Senior Vice President of IndyMac Bank, F.S.B, acting as Attorney In-Fact for Bankers Trust Company of California, As Trustee proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*T. Hayashida*  
\_\_\_\_\_  
T. Hayashida - Signature of Notary Public



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

Capacity Claimed by Signer

Signer's Name: Karen M. Mastro

Corporate Officer  
Title: Senior Vice President

Signer if Representing: Special Warranty Deed  
INDY MAC, BANK. As Attorney In Fact for Bankers Trust Company of California, As Trustee  
Loan No 3000707152

RECEPTION NO: 0203198 STATE OF  
NEW MEXICO, COUNTY OF EDDY  
RECORDED 03/26/2002 4:36 PM  
BOOK 0451 PAGE 1144 *lvawalt*  
JEAN BLENDEN, COUNTY CLERK





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- [Search by](#)
- [Owner #](#)
- [Owner Name](#)
- [Mailing Zip Code](#)
- [Property Code](#)
- [Physical Address](#)
- [Subdivision](#)
- [Metes](#)
- [Assessor Map Lookup](#)

<b>Owner Information</b>			
Owner # 117544 District CI WASHBURN, JOHNNY H & MELISSA M (JT)  4120 OLD CAVERN HWY CARLSBAD NM 88220			
<b>Estimated Taxes for Owner</b>			
Estimated Tax	Estimated Year used		
\$541.66	2015		
<b>Recap Value Information</b>			
Central Full Value	0	Full Value	60300
Land Full Value	3675	Taxable Value	20100
Improvements Full value	56625	Exempt Value	0
Personal Property Full Value	0	Net Value	20100
Manufactured Home Full Value	0		
Livestock Full Value	0		
<b>Property Information</b>			
Property Code 4157130377010 Book 997 Page 539 Reception# 0 Physical Address 209 W ROSE STREET Bldg Apt Subdivision HEMLER BLOCK L LOT 3 LOT 3 N 160' MAP# 265-HL-3 LOC 209 W ROSE LOT SIZE 100' X 160'			
<b>Appraisal Information</b>			
Basement Sq. Ft.	0	First Floor Sq. Ft.	709
Second Floor Sq. Ft.	0	Year built	1
<b>Property Value Information</b>			
101 Residential Land	16000.00	0.07	3675
201 Residential Improvements	0.00	56625	
010 Non-Residential Special	20100	0.00	0

**CITY OF CARLSBAD  
AFFIDAVIT BY PROPERTY OWNER(S)**

**IF AN APPLICATION IS MADE BY SOMEONE OTHER THAN THE PROPERTY OWNER THIS FORM MUST ACCOMPANY THE APPLICATION MATERIALS.**

**APPLICATION TYPE:**

**ZONING CHANGE**     **CONDITIONAL USE**     **VARIANCE**     **TEMPORARY USE**

**I (WE) HEREBY CERTIFY** that I am (we are) the owners of record of the property described as follows:

ADDRESS OF PROPERTY: 208 W. ROSE STREET ADDRESS

LEGAL DESSCRPTION: SUBDIVISION E/2 OF TRACT 68 BLOCK 80 X 306' LOT OR TRACT  
SEC 18 T22S R27E

**I (WE) HAVE AUTHORIZED** the following individuals to act as my (our) agent with regard to this application.

AGENT: City of Carlsbad NAME PHONE ADDRESS

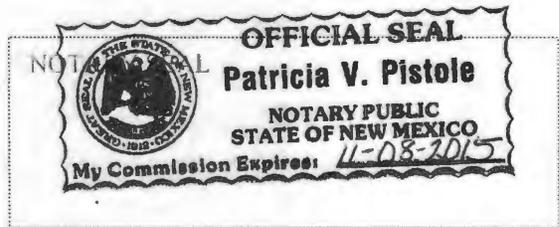
**I (WE) UNDERSTAND, CONCUR AND AFFIRM:**

That this application may be approved, approved with conditions or denied and that, as the property owner, it is my responsibility to ensure that any conditions are complied with and to ensure that the property is maintained in a condition so as not to jeopardize the health, safety or welfare of others and that compliance with all applicable City ordinances is required, and

**I (WE) HEREBY EXECUTE THIS AFFIDAVIT** in support of the proposed application as presented:

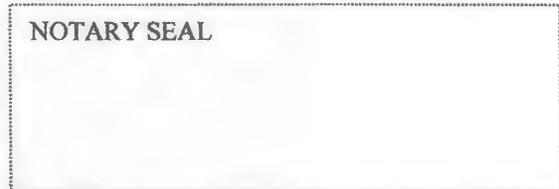
**OWNER 1:**

BY: [Signature] SIGNATURE  
BY: Edgar G. Caberuela PRINTED NAME  
DATE: 4-13-14 DATE SIGNED



**OWNER 2: (IF APPLICABLE)**

BY: \_\_\_\_\_ SIGNATURE  
BY: \_\_\_\_\_ PRINTED NAME  
DATE: \_\_\_\_\_ DATE SIGNED



**ADDITIONAL OWNERS: ATTACH SEPARATE SHEETS AS NECESSARY**

SPECIAL WARRANTY DEED

Recorded By: *exjn*  
County: *Edo*

US BANK NATIONAL ASSOCIATION AS TRUSTEE

for consideration paid, grants to

EDGAR CABEZUELA

whose address is 208 W. ROSE, CARLSBAD, NM 88220

the following described real estate in EDDY County, New Mexico:

THE SURFACE ESTATE ONLY OF:

BEGINNING 190 FEET WEST AND 30 FEET NORTH OF THE SE CORNER OF THE SW1/4SE1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 27 EAST, N.M.P.M., EDDY COUNTY, NEW MEXICO, THENCE NORTH A DISTANCE OF 306 FEET; THENCE WEST A DISTANCE OF 80 FEET; THENCE SOUTH TO THE PUBLIC HIGHWAY; THENCE EAST TO THE POINT OF BEGINNING.

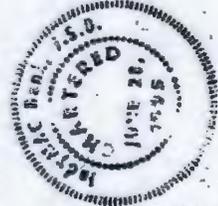
Subject to reservations, restrictions, and easements of record.

with special warranty covenants.

WITNESS my hand and seal this 28th day of March, 2002.

*Escrow Manager*  
*Suzanne Erickson* (Seal)

\_\_\_\_\_ (Seal)



US BANK NATIONAL ASSOCIATION AS TRUSTEE (Seal)

By: *INDYMA Bank FSB* (Seal)  
*AS Attorney in fact*

KAREN M. MASTRO  
FIRST VICE PRESIDENT

Representative Capacity:

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS.

This instrument was acknowledged before me on the \_\_\_\_\_ day of MARCH, 2002, by \_\_\_\_\_ as \_\_\_\_\_ of US BANK NATIONAL ASSOCIATION.

My commission expires: \_\_\_\_\_  
(Seal) Notary Public

Individual Capacity:

State of New Mexico )  
County of \_\_\_\_\_ ) SS.

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_

My commission expires: \_\_\_\_\_  
(Seal) Notary Public



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- [Physical Address](#)
- [Subdivision](#)
- [Metes](#)
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- [Lookup](#)

**Owner Information**

Owner # 15351 District CI  
CABEZUELA, EDGAR

208 W ROSE  
CARLSBAD NM 88220

Estimated Taxes for Owner

Estimated Tax	Estimated Year used
\$282.17	2015

**Recap Value Information**

Central Full Value	0	Full Value	37257
Land Full Value	3501	Taxable Value	12419
Improvements Full value	33756	Exempt Value	2000
Personal Property Full Value	0	Net Value	10419
Manufactured Home Full Value	0		
Livestock Full Value	0		

**Property Information**

Property Code 4157129382518  
Book 451 Page 1144 Reception# 0  
Physical Address 208 W ROSE STREET  
Bldg Apt  
Section 18 Township 22 S Range 27 E  
  
E/2 OF TR 68 IN SWSE DESCRIBED BEG  
190' W & 30' N OF SE COR SWSE, N  
306', W 80', S TO PUBLIC HWY, E  
TO POB  
MAP# 264-E68  
ASSESSORS PLAT CAB# 1-233-1  
LOC-208 W ROSE

**Appraisal Information**

Basement Sq. Ft. 0   First Floor Sq. Ft. 1290   Second Floor Sq. Ft. 0   Year built 0

**Property Value Information**

001 Residential Head Household 0.00 2000





# Zone Change: W. Rose St. "C-2 to R-1"

Eddy Co. Roads    Carlsbad Zoning 2016    PUD  
Property Parcels    C-1    R-1  
                                 C-2    R-2  
                                 I    R-R



 CITY OF CARLSBAD  
PLANNING, ENGINEERING AND  
REGULATION DEPARTMENT  
5/16/2016

**No document for this  
Agenda Item**

**No document for this  
Agenda Item**

**ECONOMIC INDICATORS**  
**Planning, Engineering, & Regulation Department**  
**JULY 2016**

<b>NEW BUSINESS REGISTRATIONS</b>			
<b>MONTH</b>	<b>15-16 FISCAL YEAR</b>	<b>16-17 FISCAL YEAR</b>	<b>% CHANGE</b>
July	35	21	-40%
August	31		
September	34		
October	25		
November	27		
December	17		
January	31		
February	47		
March	39		
April	23		
May	27		
June	37		
<b>Year to Date</b>	<b>373</b>		

<b>NUMBER OF BUILDING PERMITS</b>			
<b>MONTH</b>	<b>15-16 FISCAL YEAR</b>	<b>16-17 FISCAL YEAR</b>	<b>% CHANGE</b>
July	370	184	-50%
August	264		
September	319		
October	205		
November	178		
December	132		
January	162		
February	198		
March	213		
April	208		
May	174		
June	265		
<b>Year to Date</b>	<b>2,688</b>		

<b>VALUATION OF BUILDING PERMITS</b>			
<b>MONTH</b>	<b>15-16 FISCAL YEAR</b>	<b>16-17 FISCAL YEAR</b>	<b>% CHANGE</b>
July	\$ 3,089,789	2,857,379	-8%
August	11,956,107		
September	3,851,413		
October	2,603,480		
November	2,543,927		
December	3,171,532		
January	1,830,155		
February	3,819,281		
March	5,512,197		
April	1,656,627		
May	1,968,906		
June	4,518,851		
<b>Year to Date</b>	<b>\$46,522,265</b>		



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

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

July 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 May 2016, per the Downtown Revitalization Services Contract. With this report, MainStreet is enclosing an invoice requesting the May monthly allocation from the City of Carlsbad in the amount of \$5,071.66 based on the total annual services contract of \$60,860.

#### **MainStreet America recognized Carlsbad MainStreet**

- *Carlsbad MainStreet* has been designated as an accredited Main Street America™ program for meeting rigorous performance standards set by the National Main Street Center. Each year, the National Main Street Center and its Coordinating Program partners announce the list of accredited Main Street America programs in recognition of their exemplary commitment to preservation-based economic development and community revitalization through the Main Street Approach®.

#### **Eddy County**

- Received contract for FY 2016-17

#### **CavernFest**

- Cavernfest 2016 is in the books! We had such a great time showcasing what downtown Carlsbad can be. Over 5000 people came out to dance the night away with The Henningsens and Little Texas! Thousands of people and hundreds of families enjoyed the day's activities that kicked off with the Downtown Farmers Market, continued with food and craft vendors throughout the day, and culminated with the headline concert in the evening. We didn't even let a little rain deter us, it just added to the story of Downtown Carlsbad hosting the biggest event in its history!

#### **NMMS Building and Business Project Pipeline**

- Building project Sheet
- IOOF purchase has been made.
- Existing Business Project Sheet



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

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

- Met with a realtor for the buildings at 105 – 109 S. Canal. Looking at the building to get ideas on how that building could be utilized to help promote our MainStreet district.

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

**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**

- Meets every Saturday from 8 – 11 a.m from June 11 – September 17, 2016
- Received a \$1000 grant from New Mexico Farmers' Market Association for a Children's Corner at the Farmers' Market.

1) Children's Corner will be provided on 8 Farmers' Market Days starting in July

**Special Projects**

- Two downtown businesses will have façade improvements though a \$4000 grant that Carlsbad MainStreet was awarded from Xcel energy.

**THANK YOU FOR YOUR CONTINUED SUPPORT OF CARLSBAD MAINSTREET!**

Respectfully,

Karla Hamel, *Executive Director*, Carlsbad MainStreet