



AGENDA

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

February 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. Minutes of Regular City Council meeting held January 26, 2016
- B. Minutes of the Special City Council Meeting held on February 4, 2016
- C. **City Personnel Report**
- D. **Purchasing:**
 - 1) Consider approval to Advertise RFP for Third Party Claims Administration Services
 - 2) Consider approval to Award RFP No. 2015-52, to Max Safety for Fire Extinguisher Maintenance Services
 - 3) Consider approval to Award Bid No. 2016-01, to Constructors, Inc., for the North Canal Street Resurfacing in the amount of \$750,979.86
 - 4) Consider approval to Award Bid No. 2016-02, to Bobcat of Albuquerque, for one (1) Skid Steer Loader in the amount of \$16,171.40
 - 5) Consider approval to Award Bid No. 2016-03, to Hall Brite Inc., for two (2) Runway Closure Markers in the amount of \$33,164.84
 - 6) Consider approval to Award Bid No. 2016-05, to GEFE Inc., for twenty-eight (28) Paperback Book Spinner Racks for the Carlsbad Library in the amount of \$20,772.80
 - 7) Consider approval to Award RFP No. 2014-51, to HDR Engineering Inc., for Engineering Services for the Effluent Reuse Phase 5B Project contingent upon NIMED approval
 - 8) Consider approval of CES proposal, to MHat, LLC, for the Carlsbad Police Department Security Fence Project
- E. **Contracts and Agreements:**
 - 1) Consider approval of Cooperative Project Agreement with NMDOT for FFY 2016 National Highway Performance Program, San Jose Boulevard Project
 - 2) Consider approval of Memorandum of Agreement between the City of Carlsbad and Eddy County for the use of a portion of the Loop Road Tower for the placement, operations and maintenance of a City Power Generator, building, and telecommunications equipment for simulcast radio antennas and equipment
 - 3) Consider approval of Memorandum of Understanding between the City of Carlsbad and Eddy County for the Justice Assistance Grant (JAG) Project #2015-H4212-NMDJ for funding to be used for School Related Events and the Wise Eyes Program

F. Set Dates: (March 22, 2016)

- 1) An Ordinance Rezoning Part of "R-2" Residential District to "C-2" Commercial District for an approximately 0.632 acre property, located at 814 N. Canal Street, legally described as Lot 13, Block 108, North Carlsbad Subdivision, pursuant to Section 3-21-1 et. seq. NMSA 1978 and Sections 56-150(B) and 56-140(I), Carlsbad Code of Ordinances

G. Monthly Reports:

- 1) Personnel Department Monthly Report, January, 2016
- 2) Transportation and Facilities Monthly Report, December, 2015

3. Consider approval of Appeal of the Planning and Zoning Commission's decision to deny a variance request from Section 56-90(b) to allow a front-yard setback variance of 21', which would result in a 9' front-yard setback at 1803 Solana St., R-1 Residential District; Appellant: Gary Hardesty

4. Consider approval of Ordinance No. 2016-08, an Ordinance creating Section 6-17 of the Code of Ordinances, City of Carlsbad, New Mexico regarding Pigeon Nuisances and Prohibiting the Harborage or Feeding of Feral Pigeons
 - A. Public Hearing
 - B. Consider Ordinance No. 2016-08

5. Consider approval of Ordinance No. 2016-09 an Ordinance Amending Ordinances No 2011-01 and 2012-10 regarding the City of Carlsbad Police Department's Citizen Advisory Board; Decreasing the Number of Members of the Board from Nine to Seven, Amending the Members' Residency Requirements, and changing the Frequency of Meetings from Monthly to Quarterly
 - A. Public Hearing
 - B. Consider Ordinance No. 2016-09

6. Consider approval of Resolution No. 2016-06, a Resolution Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement between the New Mexico Finance Authority and the City of Carlsbad for the construction of the Wastewater Effluent Reuse Phase 5A project, WTB Grant No. 328

7. Consider approval of Resolution No. 2016-09, a Resolution Authorizing the Plan, Design, and Construction Improvements to Callaway Drive, including utilities, lighting, sidewalks, and pedestrian amenities between the City of Carlsbad and the New Mexico Department of Transportation

8. Consider approval of Resolution No. 2016-10, a Resolution declaring certain City Property Unusable or Obsolete

9. Council Committee Reports

10. Adjourn

FOR INFORMATION ONLY

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

CARLSBAD CITY COUNCIL MEETING SCHEDULE

- Regular meeting - Tuesday, February 23, 2016 at 6:00 p.m.
- Regular meeting - Tuesday, March 8, 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.

**No document for this
Agenda Item**

**This item was not
available at the time
the Agenda packets
were compiled**

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available at the time
the Agenda packets
were compiled**

CITY OF CARLSBAD
PERSONNEL REPORT
February 9, 2016

APPOINTMENTS:

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
Chris Cordova	02/15/16	Golf Course	Caretaker

TERMINATIONS:

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>	<u>REASON</u>
Dylan Barrera	01/20/16	Riverwalk Rec. Ctr.	Rec. Attendant, on call	Resigned
Oscar Barrera	01/21/16	Solid Waste	ARC Driver	Discharged
Joshua Gonzales	01/29/16	Fire	Firefighter/EMT-I	Resigned
Melissa Rodriguez	01/27/16	Riverwalk Rec. Ctr.	Rec. Attendant, on call	Resigned

INTERNAL TRANSFERS AND PROMOTIONS:

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
Kathryn Prell	01/25/16	Police	Telecommunication Supervisor
Brandon Shane Skinner	01/11/16	Police	Detective
Felipe R. Villareal	01/25/16	Street	Truck Driver

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Steve McCutcheon, City Administrator

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

FROM: Kyle Boatman, Golf Course Superintendent *KB*

SUBJECT: Recommendation for Employment

DATE: January 29th, 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: Christopher Cordova Classification/Position: Caretaker

Department: Golf

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

Education Level:

- | | | |
|--|---|--|
| <input type="checkbox"/> Associates Degree | <input checked="" 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>NMSU-Carlsbad Business</u> | |

Employment:

Present or last Employer: Tate Branch Dodge

From Apr-15 to Present Classification: Sales Consultant

Duties: Customer Service, Procedure paperwork, Scheduling, Problem Solving

Related Experience: _____

Comments: _____

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM
PURCHASING RECOMMENDATION

Council Meeting Date: 2/9/16

Department: All City Departments	BY: Matt Fletcher, Purchasing Mgr.	Date: 2/3/16
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SUBJECT: Services
Description:
Third Party Liability Claims Administration Services

SYNOPSIS:	Qty <u>1</u>	Total Est. Cost	<u>\$ 42,000.00</u>	Total Actual Cost	<u> </u>
	Budgeted Select one	Est. City Share	<u>\$ 42,000.00</u>	Actual City Share	<u> </u>
	Account # <u>28-0280-61631</u>		<u>\$ 42,000.00</u>		
	Account # <u> </u>		<u> </u>		
	Account # <u> </u>		<u> </u>		
	Account # <u> </u>		<u> </u>		
		TOTAL	<u>\$ 42,000.00</u>		

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

As a result of a protest determination regarding RFP 2014-27, the City of Carlsbad is required to conduct another RFP for Third Party Claims Administration Services. The current contract for these services will remain in effect until an award determination can be made under the new RFP and a new contract is put in place.

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

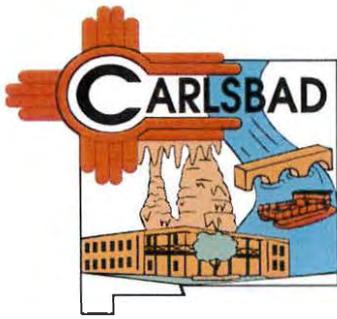
POST BID/RFP RECOMMENDATION **Council Meeting Date:**

Requested action to be taken by Council: Select one	Council Action Taken: Select one	Date:
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ADDITIONAL INFORMATION:
Advertise RFP for Third Party Claims Administration Services

Reviewed by City Administrator:

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



RFP No. 2016-xx

The City of Carlsbad seeks proposals from qualified companies for the provision of:

Third Party Liability Claims Administration and Adjustment Services.

Due Date

Formal sealed proposals will be due on or before 5 p.m. (MDT) on _____. Late proposals will not be accepted. Proposals may be mailed via FedEx or UPS to Municipal Building, Purchasing Manager, Room 115, 101 N. Halagueno St. Carlsbad, NM 88220 or mailed to P.O. Box 1569, Carlsbad, NM 88221-1569. Proposals will not be accepted via fax or email.

The City reserves the right to reject any and all proposals, and to waive any technical irregularities and/or formalities.

Scope of Services

A) Provide the City of Carlsbad, hereafter know as "The City", with complete Claims Administration and Adjustment Services for matters as assigned by the City.

Claims administration and adjustment services shall include at a minimum, but not limited to, prompt and responsible performance of the following tasks for each claim submitted by the City:

1. Investigation – Successful proposer shall fully investigate each claim. Investigation shall include, but not be limited to interviewing and/or gathering information from all relevant sources such as the claimant(s), witnesses, law enforcement, repair, service, and /or medical providers, City personnel and relevant experts, if any; and inspecting the site of the incident and /or any physical damage.

2. Documentation – Successful proposer shall fully document the claim, which may include recording statements, photographing relevant material, and creating needed reports.

3. Liaison – Successful proposer shall act as a liaison between the City, its insurers, and it's insurance agents.

4. Report and Advise – Successful proposer monitor and review the progress of each claim and shall provide the City with status reports for each claims so that the City is fully advised as to the progress of each particular claim. The reports shall be made as requested but no less than monthly. Successful proposer will provide the City with an evaluation of each claim, advise the City as to what reserves are necessary in each such claim, whether further investigation is needed and make recommendations regarding claim settlement.

5. Negotiations – Successful proposer will in certain claims, be authorized by the City to enter into settlement negotiations with claimants. All settlement authority shall be subject to the City Administrator's approval. A report giving full details of the claim and all other pertinent information shall be given to the City Administrator prior to entering into negotiations.

6. Litigation – In the event a claim proceeds to litigation, the successful proposer will assist as may be required by the City Administrator or City Attorney.

7. Instruction – As the parties may mutually agree, the successful proposer shall provide the City and its employees with instruction regarding liability, property and automobile claim services.

8. Bill Review – Successful proposer shall perform such bill reviewing as may be requested by the City.

9. Meetings – Successful proposer shall attend meetings as may be requested from time to time with the City Administrator.

10. HIPAA Compliance and Confidentiality – Successful proposer shall maintain patient confidentiality during the course of investigation and discovery in accordance with current HIPAA law.

B) Response Time- Upon notification by the City of a potential claim, the successful proposer shall contact the claimant or claimants as soon as is reasonably possible, but in no event later than 24 hours after such notification. Furthermore, the successful proposer shall meet, in-person, with each claimant or claimants no more than three business days after notification.

C) Settlement Payments – Successful proposer shall comply with City Finance Department's deadlines when it requests settlement checks to be issued. The parties agree to work together to assure timely payment to claimants.

D) Advice to the City – Successful proposer will makes itself available as a consultant in liability, property and automobile claims related matters to the extent of its knowledge of the same, and will advise the City in such matters.

E) Qualifications – Successful proposer must maintain a current and active License as an Independent New Mexico Insurance Claims Adjuster. Successful proposer shall comply with all applicable local, state and federal laws, rules, regulations, and policies and shall obtain and maintain any permits, licenses, or certifications that may be necessary to carry out the operations required in the RFP.

Proposal Format

Proposers shall submit (5) copies of their proposals, typed on 8 ½ x 11 inch paper on one side only of each page. The proposal shall contain no more than 25 pages including cover letter, required Campaign Contribution Form, W-9 form and Insurance Adjusters License(s), excluding the cost proposal, and shall be tabbed as follows:

Tab #1 Proposer Information

Tab #1 shall contain the full legal name of the proposer, address and telephone numbers, and the type of business ie: corporation, limited liability corporation, partnership, sole proprietorship. For corporations and limited liability corporations, the proposer shall include evidence of good standing with the New Mexico Public Regulatory Commission.

Tab #2 Key Personnel

Tab #2 shall contain a listing of the names and qualifications of each of the proposer's key personnel who will be personally providing the services sought by this proposal and who will be overseeing or supervising the employees providing such services. Resumes for each such individual shall be provided outlining all applicable education, training and experience relevant to the services requested in the RFP.

Tab #3 Experience History

Tab #3 shall include a detailed narrative outlining the proposer's experience in having provided similar such services as outlined in the RFP. This narrative shall include sufficient detail to allow the City to evaluate the qualifications of the proposer. Tab #3 shall also include a listing of other governmental entities or private businesses for which proposer has provided similar services.

Tab #4 Required Documents

- Campaign Contribution Form (Required)
- W-9 Form (Required)
- Copy of current Insurance Adjusters License with the State of New Mexico

Cost Proposal

The proposer shall be submitted in a separate sealed envelope marked clearly on the outside of the envelope (RFP 2016-xx Cost Proposal). The cost proposal should be on a per claim basis inclusive of all associated costs and expenses necessary for the performance of such services as outlined in the RFP Scope of Services (A). Cost proposals received in any other format shall be considered non-responsive. One (1) copy of the cost proposal shall be submitted.

Evaluation Criteria

Proposals received shall be evaluated on the basis of the following criteria:

- | | | |
|----|--|------------|
| 1. | Qualifications of firm and Key Personnel | 35 Points |
| 2. | Experience of firm related to requested RFP Services | 45 points |
| 3. | Cost | 20 points |
| | TOTAL | 100 points |



February 02, 2016

Mr. Jason Burns, Projects Coordinator
City of Carlsbad
P.O. Box 1569
Carlsbad, NM 88221-1569

Re: **Bid No. 2016-01**
North Canal Street Reconstruction Orchard Ln. to Cherry Ln.
Carlsbad, NM

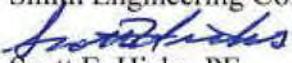
Dear Mr. Burns:

As you know, bids were opened for the above-referenced project on Thursday, January 28, 2016. The City received two (2) competitive bids. The bid amounts are summarized on the attached bid tabulation sheet. The bids were reviewed by me for completeness and mathematical accuracy. The lowest bid amount was submitted by Constructors, Inc. of Carlsbad, NM. They submitted a bid in the amount of \$750,979.86, including gross receipts tax.

Constructors, Inc. is a registered Contractor in the State of New Mexico with active classifications GB98, GA98, GF01, GF02, GF03, GF04, GF05, GF06, GF09 and MM01 under license number 1585. They are registered with the New Mexico Department of Workforce Solutions. They listed all subcontractors that will work on this project. They are licensed in the State of New Mexico with the appropriate classification attachments to perform the nature of work on this project. The Surety for the 5% Bid Bond is Western Surety Company.

The basis of award for this project is the lowest, complete and responsive bid submitted by a licensed contractor in the State of New Mexico. Therefore, after reviewing the submitted bids, Smith Engineering Co. recommends the contract be awarded to Constructors, Inc. of Carlsbad, NM in the amount of \$750,979.86, including gross receipts tax.

Please feel free to call me with any questions or comments.

Sincerely,
Smith Engineering Co.

Scott E. Hicks, PE
Project Engineer

attachment
cc: Matt Fletcher, Purchasing Manager

City of Carlsbad
 North Canal Street Reconstruction
 Orchard Ln. to Cherry Ln.
 Bid No. 2016-01
 Prepared by Smith Engineering Co. 1/29/16

Item No.	Item Description	Unit	Qty.	Engineer's Estimate		Constructors, Inc.		Ramirez & Sons, Inc.	
				Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	Demolition/Removals (including existing surfacing removal)	LS	1	\$50,000.00	\$50,000.00	\$30,000.00	\$30,000.00	\$56,656.00	\$56,656.00
2	Unclassified Excavation	SY	100	\$25.00	\$2,500.00	\$20.00	\$2,000.00	\$12.78	\$1,278.00
3	Subgrade Preparation	SY	9020	\$3.50	\$31,570.00	\$2.00	\$18,040.00	\$3.50	\$31,570.00
4	Linear Grading	M	0.5	\$10,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$24,448.00	\$12,224.00
5	8" NMDOT Base Course, CIP	SY	9020	\$13.00	\$117,260.00	\$10.00	\$90,200.00	\$15.36	\$138,547.20
6	4" SP-IV HMA, CIP	SY	9020	\$25.00	\$225,500.00	\$20.00	\$180,400.00	\$28.93	\$260,948.60
7	Prime Coat, CIP	SY	9020	\$1.00	\$9,020.00	\$0.50	\$4,510.00	\$1.50	\$13,530.00
8	Tack Coat, CIP	SY	9020	\$1.00	\$9,020.00	\$0.50	\$4,510.00	\$1.00	\$9,020.00
9	Geogrid Base Reinforcement	SY	9020	\$5.00	\$45,100.00	\$3.00	\$27,060.00	\$5.00	\$45,100.00
10	Adjust Existing Valve Box to Grade	EA	5	\$800.00	\$4,000.00	\$700.00	\$3,500.00	\$1,980.00	\$9,900.00
11	Adjust Existing Manhole to Grade	EA	4	\$2,500.00	\$10,000.00	\$1,500.00	\$6,000.00	\$2,981.00	\$11,844.00
12	Excavate, Compact, Backfill with Flowfill and Place New Collar Around Existing Manhole	EA	4	\$7,500.00	\$30,000.00	\$8,000.00	\$32,000.00	\$8,040.00	\$32,160.00
13	8" PVC SDR 35 Sanitary Sewer Line (10'-15' depth), CIP	LF	40	\$100.00	\$4,000.00	\$95.00	\$3,800.00	\$76.86	\$3,074.40
14	15" PVC SDR 35 Sanitary Sewer Line (6'-10' depth), CIP	LF	320	\$90.00	\$28,800.00	\$85.00	\$27,200.00	\$85.00	\$27,200.00
15	15" PVC SDR 35 Sanitary Sewer Line (11'-15' depth), CIP	LF	1620	\$125.00	\$202,500.00	\$98.00	\$158,760.00	\$101.00	\$163,620.00
16	4" SCH 40 PVC Sanitary Sewer Lateral with Cap, CIP	EA	10	\$2,500.00	\$25,000.00	\$2,500.00	\$25,000.00	\$1,900.00	\$19,000.00
17	Sanitary Sewer Manhole (10'-15' depth), CIP	EA	3	\$8,500.00	\$25,500.00	\$9,500.00	\$28,500.00	\$10,206.00	\$30,618.00
18	Sanitary Sewer Clean-Out (9' depth), CIP	EA	1	\$3,500.00	\$3,500.00	\$4,200.00	\$4,200.00	\$4,050.00	\$4,050.00
19	Construction Staking	LS	1	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$22,188.00	\$22,188.00
20	SWPPP, NOI/NOT	LS	1	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$3,410.00	\$3,410.00
21	Traffic Control, CIP	LS	1	\$30,000.00	\$30,000.00	\$10,000.00	\$10,000.00	\$15,400.00	\$15,400.00
22	Mobilization	LS	1	\$40,000.00	\$40,000.00	\$20,000.00	\$20,000.00	\$52,831.47	\$52,831.47

BID SUBTOTAL
 NMGR @ 7.5625
 BID TOTAL

\$930,770.00
 \$70,389.48
\$1,001,159.48

\$698,180.00
 \$52,799.86
\$750,979.86

\$964,169.67
 \$72,915.33
\$1,037,085.00



Scott E. Hicks
 1/29/16

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM
PURCHASING RECOMMENDATION

Council Meeting Date: 2/9/16

Department: Sports and Recreation (Golf)	BY: Matt Fletcher, Purchasing Mgr.	Date: 2/2/16
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SUBJECT: Equipment
Description:
One (1) Skid Steer Loader

SYNOPSIS:	Qty <u>1</u>	Total Est. Cost	<u>\$ 75,000.00</u>	Total Actual Cost	<u>\$ 16,171.40</u>
Budgeted Yes		Est. City Share	<u>\$ 75,000.00</u>	Actual City Share	<u>\$ 16,171.40</u>
Account #	<u>01-0068-80015</u>		<u>\$ 75,000.00</u>		
Account #	_____		_____		
Account #	_____		_____		
Account #	_____		_____		
		TOTAL	<u>\$ 75,000.00</u>		

BACKGROUND, JUSTIFICATION AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)
The City conducted bid opening on 1/29/16 for One (1) Skid Steer Loader to be used by the maintenance staff at the Lake Carlsbad Municipal Golf Course. The department has \$75,000 budgeted for capital equipment in the FY15/16 budget year.

The lowest of the three bids was received from Bobcat of Albuquerque, in the amount of \$16,171.40. The bid met all desired specifications.

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

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

Requested action to be taken by Council: Award Bid Number	Council Action Taken: Select one	Date:
2016-02		

ADDITIONAL INFORMATION:
The City recommends awarding Bid 2016-02 to Bobcat of Albuquerque, in the amount of \$16,171.40.

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

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

BID TABULATION

BID # 2016-02

Bid Opening Date: 1/29/2016

Bid Opening Time: 2:00 p.m.

Dept. Golf

BID ITEM/Project: One (1) Skid Steer Loader

Bidder Name:	Bid Amount	NM Resident or Veterans Preference	Bid Bond (if applicable)	Addenda Acknowledgement	Campaign Disclosure
Bobcat of Albuquerque	\$ 16,171.40	N/A	N/A	N/A	Yes
4 Rivers Equipment	\$ 26,464.77	N/A	N/A	N/A	Yes
Nueces Power Equipment	\$ 26,877.74	N/A	N/A	N/A	No
**Bid results are unofficial until awarded by the City of Carlsbad City Council					

CITY OF CARLSBAD

**AGENDA BRIEFING MEMORANDUM
PURCHASING RECOMMENDATION**

Council Meeting Date: 2/9/16

Department: Airport	BY: Matt Fletcher, Purchasing Mgr.	Date: 2/2/16
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SUBJECT: Equipment
Description:
Two (2) Runway Closure Markers

SYNOPSIS:	Qty <u>2</u>	Total Est. Cost	<u>\$ 35,500.00</u>	Total Actual Cost	<u>\$ 33,164.84</u>
Budgeted Yes		Est. City Share	<u>\$ 35,500.00</u>	Actual City Share	<u>\$ 33,164.84</u>
Account #	<u>25-0025-86511-1</u>		<u>\$ 35,500.00</u>		
Account #	_____		_____		
Account #	_____		_____		
Account #	_____		_____		
		TOTAL	<u>\$ 35,500.00</u>		

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

The City conducted bid opening on 1/29/16 for Two (2) Runway Closure Markers to be used at the Cavern City Air Terminal. The department has \$35,500 budgeted for this purchase in the Airport Maintenance Fund in the FY15/16 budget year.

The lowest of the three bids was received from Hall-Brite Inc. in the amount of \$16,582.42 each for a total purchase of \$33,164.84. The bid met all desired specifications.

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

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

Requested action to be taken by Council: Award Bid Number	2016-03	Council Action Taken: Select one	Date:
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ADDITIONAL INFORMATION:
The City recommends awarding Bid 2016-03 to Hall-Brite Inc., in the amount of \$33,164.84.

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

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

BID TABULATION

BID # 2016-03

Bid Opening Date: 1/29/2016

Bid Opening Time: 2:20 p.m.

Dept. Airport

BID ITEM/Project: Two (2) Runway Closure Markers

Bidder Name:	Unit Price Bid Amount	NM Resident or Veterans Preference	Bid Bond (if applicable)	Addenda Acknowledgement	Campaign Disclosure
Hall-Brite Inc.	\$ 16,582.42	No	not applicable	not applicable	Yes
Flight Light Inc.	\$ 17,007.00	No	not applicable	not applicable	Yes
Highway Supply	\$ 18,601.34	Yes	not applicable	not applicable	Yes
Price Factor for NM Resident	\$ 17,671.27				
**Bid results are unoffical until awarded by the Carlsbad City Council					

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM
PURCHASING RECOMMENDATION

Council Meeting Date: 2/9/16

Department: Library	BY: Matt Fletcher, Purchasing Mgr.	Date: 2/2/16
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SUBJECT: Equipment
Description:
Paperback Book Spinner Racks for City Library

SYNOPSIS:	Qty <u>28</u>	Total Est. Cost	<u>\$ 20,995.80</u>	Total Actual Cost	<u>\$ 20,772.80</u>
Budgeted Yes		Est. City Share	<u>\$ 20,995.80</u>	Actual City Share	<u>\$ 20,772.80</u>
Account #	<u>01-0080-86514-902014</u>		<u>\$ 20,995.80</u>		
Account #	_____		_____		
Account #	_____		_____		
Account #	_____		_____		
		TOTAL	<u>\$ 20,995.80</u>		

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

The City conducted bid opening on 1/29/16 for Twenty-Eight (28) paperback book spinner racks to be used at the Carlsbad City Library. The department has \$22,000 budgeted for this purchase in the FY15/16 budget year.

The lowest of the three bids was received from GEFE Inc. in the amount of \$20,772.80. The bid met all desired specifications.

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

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

Requested action to be taken by Council: Award Bid Number	2016-05	Council Action Taken: Select one	Date:
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ADDITIONAL INFORMATION:
The City recommends awarding Bid 2016-05 to GEFE Inc., in the amount of \$20,772.80.

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

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

BID TABULATION

BID # 2016-05

Bid Opening Date: 1/29/2016

Bid Opening Time: 2:40 p.m.

Dept. Library

BID ITEM/Project: Spinner Racks

Bidder Name:	Bid Amount	NM Resident or Veterans Preference	Bid Bond (if applicable)	Addenda Acknowledgement	Campaign Disclosure
GEFE Inc.	\$ 20,772.80	Yes	not applicable	Yes	Yes
Broadart Company	\$ 22,207.25	No	not applicable	Yes	Yes
Automated Office & Ind. Systems	\$ 27,230.18	No	not applicable	Yes	Yes
Bid results are unofficial until awarded by the City of Carlsbad City Council					

**AGENDA BRIEFING MEMORANDUM
PURCHASING RECOMMENDATION**

Council Meeting Date: 02/09/2016

Department: Wastewater	BY: Luis Camero, Director of Utilities <i>LC</i>	Date: 02/03/2016
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SUBJECT: Infrastructure
Description:
Wastewater Effluent Phase 5-B

SYNOPSIS:	Qty <u>1</u>	Total Est. Cost	<u>\$ 455,791.00</u>	Total Actual Cost	<u>\$ 446,384.00</u>
	Budgeted Yes	Est. City Share	<u>\$ 455,791.00</u>	Actual City Share	<u>\$ 446,384.00</u>
	Account # <u>41-0410-85217</u>		<u>\$ 1,787,053.00</u>		
	Account # _____		_____		
	Account # _____		_____		
	Account # _____		_____		
		TOTAL	<u>\$ 1,787,053.00</u>		

BACKGROUND, JUSTIFICATION AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)
On September 23, 2014, the governing body awarded RFP 2014-51 for engineering services for expansion of the Wastewater Effluent Reuse System to HDR Engineering Inc. contingent upon NMED approval and successful negotiation of a contract. On May 26, 2015 after obtaining NMED approval and dividing the complete project into two phases, phase A and Phase B, the City awarded agreement to HDR Engineering Inc. for engineering services for Phase A of the effluent expansion project. This is now ready to go to construction. For the 2016 cycle the City made application to the New Mexico Water Trust Board for funding in the amount of \$2.5 million to construct Phase B of the project in question. This application has so far made it through the funding process, final approval will take place on May 26, 2016. In order to meet WTB requirements, Plans and Specifications for phase B of the project need to be completed by September 30, 2016

Requested action to be taken by Council: Other:	Council Action Taken: Approved	Date: 09/23/2014
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Reviewed by City Administrator:

POST BID/RFP RECOMMENDATION	Council Meeting Date:
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Requested action to be taken by Council: Award RFP Number 2014-51 Phase B	Council Action Taken: Approved	Date: 02/09/2016
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ADDITIONAL INFORMATION:
Award engineering services for Phase B of the effluent reuse project to HDR Engineering Inc. Pursuant to RFP 2014-51 contingent upon approval by NMED.

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

CITY OF CARLSBAD

**AGENDA BRIEFING MEMORANDUM
PURCHASING RECOMMENDATION**

Council Meeting Date: 02-09-2016

Department: CIEP	BY: Jason Burns - Projects	Date: 02-03-2016
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SUBJECT: Infrastructure
Description:
Carlsbad Police Dept Security Fence Project

SYNOPSIS:	Qty <u>1</u>	Total Est. Cost	<u>\$ 80,000.00</u>	Total Actual Cost	<u>\$ 79,892.84</u>
	Budgeted Yes	Est. City Share	<u>\$ 80,000.00</u>	Actual City Share	<u>\$ 79,892.84</u>
	Account # <u>49-0049-80137-000040</u>		<u>\$ 81,000.00</u>		
	Account # _____		_____		
	Account # _____		_____		
	Account # _____		_____		
	TOTAL		<u>\$ 81,000.00</u>		

BACKGROUND, JUSTIFICATION AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)
This project is to provide essential security for the Carlsbad Police Department parking area. This fence will secure CPD mobile units and provide security for personnel entering and exiting building. Currently all City CPD assets are unprotected from potential vandals, and also this presents a potential risk to City personnel as well.

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

POST BID/RFP RECOMMENDATION	Council Meeting Date:	02/09/2016
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Requested action to be taken by Council: Award Bid Number	Council Action Taken: Select one	Date: 02/03/2016
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ADDITIONAL INFORMATION:
The City has received and reviewed the CES proposals submitted by MHAT LLC. for the Carlsbad Police Dept. Security Fence Project. Council consideration is requested to award a CES contract to MHAT LLC. for the Construction of the CPD Security Fence Project.

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

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



Job Order Contract

Price Proposal Summary - CSI

www.eziqc.com

Date: February 04, 2016
Contract Number: 2016-002C-MHAT-R6
Job Order Number: 030012.00
Job Order Title: Carlsbad Police Station
Contractor: MHAT LLC
Proposal Value: \$79,892.84
Proposal Name: Carlsbad Police Station
Detailed Scope:

01 - General Requirements:	\$10,830.60
32 - Exterior Improvements:	\$69,062.24
Proposal Total	\$79,892.84

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: 0.00%

**CITY OF CARLSBAD
AGENDA BRIEFING MEMORANDUM**

COUNCIL MEETING DATE: 02-09-2016

DEPARTMENT: Street	BY: Jason Burns – Projects Administrator	DATE: 02-03-2016												
SUBJECT: FFY 2016 Nation Highway Performance Program – San Jose Blvd Project.														
SYNOPSIS, HISTORY and IMPACT (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.): BACKGROUND: The City has received a Federal Highway Administration Grant in the amount of \$500,000.00 for the construction of drainage, ADA improvements, lighting, bridge rehab, & roadway reconstruction on RT: FL-4251-P, at US 62/180 to Harper Dr. This Grant is 85.44% Federal (\$427,200) and 14.56% (\$72,800) City split in funding. Council consideration is requested to approve the agreement, that's purpose is to ensure that the scope of work is maintained throughout the life of the Project.														
DEPARTMENT RECOMMENDATION: Approval														
BOARD/COMMISSION/COMMITTEE ACTION: <table style="width: 100%; border: none;"><tr><td><input type="checkbox"/> P&Z</td><td><input type="checkbox"/> Lodgers Tax Board</td><td><input type="checkbox"/> Cemetery Board</td><td><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	
<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: Feb 4, 2016														

ATTACHMENTS:

Agreement between the City of Carlsbad and the New Mexico Department of Transportation

Contract Number	
Vendor Number	<u>0000054314</u>
Control Number	<u>2101760</u>

COOPERATIVE PROJECT AGREEMENT-CONSTRUCTION WORK

This Agreement is between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** (“Department”), and the City of Carlsbad (“Public Entity”), collectively referred to as the “Parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

In consideration of the covenants contained herein and pursuant to NMSA 1978, Section 67-3-28, the Parties agree as follows:

1. Purpose:

The purpose of this Agreement is to provide Federal Highway Administration (FHWA) funds to the Public Entity for a transportation project described in the Public Entity’s Plans Specifications and Estimate Package (PS&E), the Project Identification Form (PIF) and the Statewide Transportation Improvement Program (STIP). The deliverables under this Agreement may be referred to as the “Construction Work” for the project, which is referred to interchangeably as “Project” or “Project Control No. 2101760.” The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. Additionally, the purpose of this Agreement is to ensure that the scope of work is maintained throughout the life of the Project.

2. Funding:

a. The total funding for Project Control No. **2101760**, is **Five Hundred Thousand Dollars and No Cents** (\$500,000) which will be shared by the Parties as follows:

1. <u>FFY 2016 NATIONAL HIGHWAY PERFORMANCE PROGRAM (NHPP)</u>	
<u>Funds</u>	
<u>Department’s 85.44% share</u>	\$427,200
Construction of drainage, ADA improvements, lighting, bridge rehab, & roadway reconstruction on RT: FL-425I-P, at US 62/180 to Harper Drive. (Description as per STIP database, this agreement only pertains to the construction portion of Project Control No. 2101760.)	
2. <u>City’s matching 14.56% share</u>	\$72,800
For the purpose stated above.	
3. <u>The Total Project (Construction Work) Funding</u>	\$500,000

b. The Public Entity shall pay all Project costs that exceed the total funding amount specified in this section and all costs determined to be ineligible for reimbursement under the terms of the listed funding sources.

c. FHWA’s obligation of federal funds shall be supported by a certified cost estimate based on the Public Entity’s Engineer’s Estimate (EE). The EE shall be submitted to the

Department's South Region T/LPA Coordinator prior to the PS&E Review pursuant to 23 CFR Part 630B.

- d. After the project is advertised, bids shall be submitted in accordance with the advertisement for bids. The Public Entity will open sealed bids in accordance with the Public Entity established procurement procedures. The Department will review the Public Entity's determination of lowest responsive bid to determine if the amount of federal funds obligated by the FHWA requires adjustment pursuant to 23 CFR Part 630.106. The Public Entity's responsive low bid for the project, including approved alternates, will be compared to the amount obligated. The Department will allow a 15% increase over the base bid and any approved alternates to cover Engineering and Contingencies and Gross Receipts Tax. If the difference between the FHWA's obligation amount and the responsive low bid plus the 15% is within \$250,000, the amount of funds obligated will not change. If the difference between the obligation amount and the responsive low bid plus the 15% exceeds \$250,000, the difference will be deducted reducing the amount of funds obligated.
- e. The Public Entity may not make changes and add extra work to the Project after the construction contract has been let in order to take advantage of the projected project costs used to set obligations. Pursuant to 23 CFR 630 and 23 CFR 635, specifically 23 CFR 635.120, extra work may be added to a project as a change order if such could have been reasonably anticipated at the time of letting and such work is necessary to the completion of the project. If at any point in the construction, the Public Entity identifies extra work as defined by the Department's current specifications that may be justified by incorporation into the contract, this proposed work shall be reviewed by the Department (State Construction Engineer or Designee), which must concur prior to the commencement of the extra work.

3. Method of Payment – Reimbursement:

The Department's District T/LPA Coordinator shall reimburse the Public Entity upon receipt of payment requests for the purposes stated in Section 2, with supporting documentation as determined and/or approved by the Department and Federal Regulations, certifying that costs have been incurred in compliance with this Agreement. **Appendix B** will also need to be submitted with Payment requests. Invoices will be accepted monthly, but must be submitted at a minimum quarterly to the Department's District T/LPA Coordinator. Payment requests shall be identified by the project control number and certified that the requests accurately reflect work completed, amount due and the remaining Agreement balance. All expenses must be actual, rather than estimated, and listed on the payment request as charged. Only those expenses that are properly documented and deemed eligible will be reimbursed. Incomplete submittals will be returned to the Public Entity for corrections. Only invoices for approved/undisputed work will be processed.

The Department's District T/LPA Coordinator will not reimburse the Public Entity for costs incurred prior to obligation of federal funding and the full execution of this Agreement, after the expiration of the Agreement, or in excess of the maximum dollar amount of the Agreement. Final payment requests shall be submitted to the Department's District T/LPA Coordinator within thirty (30) calendar days of physical completion of the project and prior to the termination date identified within Section 20.

4. Public Entity Shall:

- a. Act in the capacity of the lead agency for the Project.
- b. Use the Project Control Number in all correspondence and submittals to the Department.
- c. In the event a contract term extension is needed, provide written notice to the Department sixty (60) days prior to the expiration date identified in Section 20 below to ensure timely processing.
- d. Provide notice to the Department's **South** Region T/LPA Coordinator of the bid tabs and the lowest responsive bidder.
- e. Pay all costs, perform all labor and supply all material for the Project, or procure construction services to perform all labor and supply all materials for the Project.
- f. Identify a Project Manager who shall be the single point of contact for all communications to and from the Department.
- g. Provide the written authorization received from the Department's South Region T/LPA Coordinator to the District T/LPA Coordinator prior to advertising the Project for bids or performing work with the Public Entity's personnel, equipment, and /or resources.
- h. Advertise, let, and supervise the construction of Project Control No. 2101760 using applicable federal, state or local requirements or procure services to accomplish these tasks.
- i. Ensure and maintain proof of compliance with 23 CFR Section 635.410 and ensure construction materials, including those associated with utility facilities and relocations, to be in accordance with "Buy America" requirements which require proof of origin and place of manufacture of iron and steel products and materials to be made in America. Additionally, ensure that this provision is included in all advertisement, construction and supply contracts at all tiers associated with the Project.
- j. Ensure construction of the Project complies with Title II of the Americans with Disabilities Act of 1990 (ADA), implemented by 28 CFR 35, Section 504 of the 1973 Rehabilitation Act, implemented by 49 CFR 27, NMDOT Pedestrian Access Details, and NMSA 1978 Sections 67-3-62 and 67-3-64. Additionally, ensure that this provision is included in all advertisement, construction and supply contracts at all tiers associated with the Project.
- k. If the Project will be built with Public Entity resources, you will need prior District approval. Then prepare a detailed report of equipment and labor, including a project schedule, for submission to the Department's District T/LPA Coordinator. If Public Entity is not building the Project with Public Entity resources a detailed report is not required.
- l. The Public Entity shall ensure that the contractor and all subcontractors register and enter all required data into B2Gnow and LCPtracker programs. Assistance can be obtained in this effort by contacting the Construction and Civil Rights Bureau (CCRB) as identified in Section 11. The Public Entity shall verify all entries by the contractor and all subcontractors into the B2Gnow and LCPtracker programs. Failure by the Public Entity to adhere to this reporting provision may result in the Project being deemed ineligible for reimbursement.
- m. Ensure construction activities comply with approved design, environmental commitments, right of way activities, utility coordination, and construction management and testing.
 1. Construction management, testing and inspection services may be eligible for reimbursement if the underlying procurement is consistent with federal aid funding and state procurement laws and regulations. Prior approval will be needed from the Department's South Region T/LPA Coordinator's Supervisor before awarding the services.

2. The Public Entity's award of contracts for construction management testing or inspection services shall be independent and shall not be procured through the construction contractor.
- n. Develop and execute the Project in accordance with the Department's current Specifications or approved equal by the District Engineer and concurred by the State Construction Engineer, and the Tribal/Local Public Agency Handbook.
- o. Comply with **Appendix A**, "Construction Phase Duties and Obligations," which is hereby incorporated in this Agreement, for construction projects.
- p. Timely submit and receive all required environmental documentation and authorization for the construction phase to the Project. Copies of all approvals shall be provided to the District T/LPA Coordinator prior to construction.
- q. Shall register with www.sam.gov and DUNS.
- r. If the Public Entity has received a combined \$750k in Federal Funding, which under OMB Super Circular Section 200.501.

5. The Department Shall:

- a. Assign the District T/LPA Coordinator as the representative to provide technical assistance to develop, monitor and oversee progress under this Agreement.
- b. Assign a T/LPA Construction Liaison Engineer to oversee the Project for Federal funding compliance.
- c. Timely process accepted requests for reimbursement.

6. Both Parties Agree:

Upon termination of this Agreement, the Public Entity shall account for any remaining property, materials or equipment that belongs to the Department, and dispose of it as directed by the Department.

7. Project Responsibility:

The Public Entity is solely responsible for ensuring that the Project is carried out to completion. The improvements and services required under this Agreement shall remain the full responsibility of the Public Entity unless stated otherwise in this agreement.

8. Public Entity Sole Jurisdiction:

Unless otherwise specified in this agreement the Department is not incorporating this Project into the State Highway System and ownership of the project shall remain with the Public Entity including maintenance, unless otherwise specified or legally agreed upon.

9. Legal Compliance:

The Public Entity shall comply with all applicable federal, state and local laws and regulations, and applicable Department policies in the performance of this Agreement. These laws include, but are not limited to: FHWA memorandums; Authorization to proceed and project monitoring at 23 CFR Part 630.106; Agreement provisions at 23 CFR Part 630.112; Project approval and oversight at 23 U.S.C. § 106 [as amended by SAFETEA-LU section 1904]; Single Audit Act Amendments of 1996 (P.L. 104-156)/OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18; Titles VI and VII of the Civil Rights Act of 1964

and related statutes; Disadvantaged Business Enterprise Program, 49 CFR Part 26; External Equal Opportunity/Contractor Compliance Program, including On-the-Job training requirements, 23 CFR Part 230; the Americans with Disabilities Act, 42 §§ 12101-12213 and 28 CFR Parts 35 and 36; the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252; 2 CFR Part 170; and 2 CFR Part 25.

Additionally, the Public Entity shall comply with all applicable federal, state and local laws and regulations governing environmental issues, workplace safety, employer-employee relations and all other laws and regulations governing operation of the workplace. The Public Entity shall ensure that the requirements of this compliance are made a part of each contract and subcontract on this Project at all tiers.

10. Federal Grant Reporting Requirements:

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of \$25,000 or more. This information will be made available to the public on www.USASpending.gov . For this reporting Public Entity is the “subgrantee”.

The type of information the Department is required to report includes:

- a. Name of subgrantee receiving the award;
- b. Amount of award;
- c. Funding Agency;
- d. NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants;
- e. Program source;
- f. Award title descriptive of the purpose of the funding action;
- g. Location of the subgrantee, which includes the Congressional District;
- h. Place of performance of the program or activity, which includes the Congressional District;
- i. Unique identifier – DUNS -- of the subgrantee and its parent organization, if one exists; and,
- j. Total compensation and names of the top five executives of the subgrantee. This information is required, if the subgrantee in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Public Entity’s grant application and standard reports. As specified in Section 4, Paragraph r, the subgrantee will be required to provide the total compensation and names of the subgrantee’s top five executives, if applicable, and shall register with www.sam.gov and DUNS and provide that information to the Department.

More information on the Transparency Act may be located via the following links: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>; and, <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

11. Disadvantaged Business Enterprise (DBE) Program:

- a. DBE Goal Setting – In accordance with 49 CFR Part 26, The Department establishes an overall state DBE goal tri-annually. In the event the Department assigns a project specific DBE goal, the Public Entity is required to meet that goal through its contractors or demonstrate good faith efforts. The Public Entity shall ensure that DBE provisions and goals are included in its invitations to bid and resulting contracts. DBE payment and utilization information shall be tracked through the B2Gnow software.
- b. Record Keeping Responsibilities – The Public Entity shall appoint a DBE liaison officer and assure that its officer completes and submits required Program forms and information to the Department’s Construction and Civil Rights Bureau (CCRB). The CCRB can be contacted as follows:

New Mexico Department of Transportation
CCRB
Aspen Plaza, A10
1570 Pacheco Street
Santa Fe, New Mexico 87505
Phone: (505) 629-9890
Fax: (505) 476-0910

- c. Sanctions – Compliance with the DBE provisions is mandatory. Failure to comply will be treated as a violation of this Agreement. Furthermore, if the Public Entity fails to comply with the DBE provisions, the Department may impose sanctions as provided in 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801, et seq.).
- d. Required Contract Assurance: Each contract Department signs with the Public Entity Contractor and each subcontract the Public Entity Contractor signs with a contractor or subcontractor must include the following assurance: “The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as NMDOT deems appropriate which may include but is not limited to:
 - i. Withholding of monthly progress payment;
 - ii. Assessing sanctions;
 - iii. Liquidated damages; and/or
 - iv. Disqualifying the contractor from future bidding as non-responsive

Provision of DBE Program Information: The Public Entity contractor shall provide any DBE related information or data to the District’s T/LPA Coordinator or the Department’s Office of Equal Opportunity Programs, including but not limited to lists of quoters and DBE monthly participation forms, as required or upon request.

12. Title VI Program Obligations:

- a. Public Entity Assurances – Each contract the Public Entity enters into with a construction contractor, design consultant, other consultant or recipient on a project assisted by the United States Department of Transportation (USDOT), and any subcontract thereto, shall include the assurances contained in **Appendix C**.
- b. The Public Entity shall sign and submit the attached **Appendix C (Equal Employment Opportunity (EEO) and Title VI Program Recipient Assurances)** to the Department’s Construction and Civil Rights Bureau as identified within the Appendix. By signing **Appendix C**, assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Public Entity.
- c. The Public Entity shall require recipients to sign and submit the attached **Appendix C (Equal Employment Opportunity (EEO) and Title VI Program Recipient Assurances)** to the Department’s Construction and Civil Rights Bureau as identified within the Appendix for each contract the Public Entity enters into with a construction contractor, design consultant, other consultant or recipient on a USDOT-assisted project, and any subcontract thereto.

13. Third Party Beneficiary:

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.

14. New Mexico Tort Claims Act:

As between the Department and Public Entity, 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.

15. Office of Inspector General Reviews:

The Public Entity shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally-funded project.

- a. Inspector General Reviews. Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the head of the department or agency concerned.
- b. Access of Offices of Inspector General to Certain Records and Employees. With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the Inspector General Act of 1978, 5 U.S.C. App. §§ 3 or 8G, is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-

grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions.

1. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract.
 2. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or local government agency administering the contract, regarding such transactions.
 3. Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.
- c. New Mexico Department of Transportation/Office of Inspector General. As specified in New Mexico State Transportation Commission Policy Number 30 (CP-30), dated June 2006, has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: Office of Inspector General, 23 U.S.C. §302 (the capability to carry out the duties required by law); 23 U.S.C. §112 (contracting for engineering and design services); the review of Federal-aid construction contracts references; 23 U.S.C. § 106 (project approval); 23 U.S.C. § 112 (letting of contracts); 23 U.S.C. § 113 (prevailing rate of wage); 23 U.S.C. § 114 (construction); 23 CFR Parts 635 and 636 (design build); 23 CFR Part 637 (construction inspection approval); the State Departments of Transportation are responsible for ensuring that all federal-aid projects are carried out in accordance with federal requirements. This responsibility was specifically clarified in 23 U.S.C. § 106, as amended by Section 1904(a) of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU, Public Law 109-59).

16. Access to Records, Accountability of Receipts and Disbursements:

There shall be strict accountability for all receipts and disbursements. The Public Entity shall maintain all records and documents relative to the Project for five (5) years after completion. Project files should be kept in accordance with the Department's "Office Procedures Manual" current edition. The Public Entity shall furnish the Department, State Auditor, or appropriate Federal Auditors, upon demand, any and all records relevant to this Agreement for auditing purposes. If an audit determines that a specific expense was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense identified shall be reimbursed to the Department within thirty (30) days of written notification.

17. Appropriation

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the State Legislature, or the Congress of the United States, if federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice given by the Department to the Public Entity. The Department is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure by the Department. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

18. Scope of this Agreement:

This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

19. 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.

20. Term:

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement shall terminate on **September 30, 2017**. In the event a contract term extension is needed, the Public Entity shall provide written notice to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Upon termination, neither party shall have any obligation after said date except as stated in Sections 7 and 16 above.

21. Termination:

- a. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed between the Public Entity and a contractor.
- b. The Department will review inactive projects on a quarterly basis. An inactive project is a project for which no expenditures have been charged against federal funds for the past three (3) months. If the Department determines a project to be inactive, the Department may, as directed by FHWA, redirect the unexpended balance pursuant to 23 CFR Part 630.106.
- c. The Department may, at its option, terminate this Agreement if the Public Entity fails to comply with any provision of this Agreement. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to termination of the Agreement.

22. 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), including the Control Number and shall be given to the principal contacts listed below.

South Region T/LPA Coordinator

Kimberly Fetherlin
T/LPA Project Specialist
New Mexico Department of Transportation
750 N. Solano Drive
Las Cruces, New Mexico 88001
Office: 575-525-7355
Fax:

E-mail: Kimberly.Fetherlin@state.nm.us

District T/LPA Coordinator

Denny Gumfory

TSE

New Mexico Department of Transportation

P.O. Box 1457

Roswell, New Mexico 88202

Office: 575-637-7234

Fax:

E-Mail:

Construction Liaison Engineer

Jesus Sandoval

T/LPA Construction Liaison Engineer-South

New Mexico Department of Transportation

750 N. Solano

Las Cruces

575-525-7336

Jesus.Sandoval@state.nm.us

Public Entity

Jason Burns

Projects Administrator

City of Carlsbad

P.O. Box 1559

Carlsbad, New Mexico 88220

Office: 575-885-1185

Fax

E-mail: jcburns@cityofcarlsbadnm.com

23. Amendment

The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties.

In witness whereof, the Parties have set their hands and seal the day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

By: Cynthia A. Chert Date: 11-24-15
Assistant General Counsel

CITY OF CARLSBAD

By: _____ Date: _____
Mayor

ATTEST

By: _____ Date: _____
CITY OF CARLSBAD Clerk

APPROVED AS TO FORM BY THE CITY OF CARLSBAD ATTORNEY

By: _____ Date: _____
CITY OF CARLSBAD Attorney

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 2/09/16

DEPARTMENT: Police	BY: Kent Waller <i>DKW</i> <i>02/04/16</i>	DATE: 2/04/16
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SUBJECT: Loop Road Tower M.O.U. Agreement

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

The City desires to obtain the right from the County to use a portion of the Site for the purposes of placing, operating and maintaining on the Site, City power generator and building, containing telecommunications equipment and space on the Tower for simulcast radio antennas and equipment. The County is willing to grant such rights to the City for such purpose, subject to the terms, conditions and restrictions set forth herein.

DEPARTMENT RECOMMENDATION: Recommended for approval.

BOARD/COMMISSION/COMMITTEE ACTION:

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

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

ATTACHMENT(S): M.O.U. Agreement

**EDDY COUNTY
AGREEMENT NO. 2016-_____**

LOOP ROAD TOWER M.O.U. AGREEMENT

THIS LOOP ROAD TOWER M.O.U. AGREEMENT (this “M.O.U.”) is made and entered into this _____ day of _____, 2016, between the County of Eddy, New Mexico (“County”), and City of Carlsbad, New Mexico (“City”).

RECITALS

A. County currently owns certain land and the tower (“Tower”) and building(s) (“Building”) located thereon (collectively, the “Site”) described on Exhibit “A” attached Loop Road Tower Site.

B. City desires to obtain the right from County to use a portion of the Site for the purposes of placing, operating and maintaining on the Site, City power generator and building, containing telecommunications equipment and space on the Tower for simulcast radio antennas and equipment. County is willing to grant such rights to the City for such purpose, subject to the terms, conditions and restrictions set forth herein.

AGREEMENT

NOW, THEREFORE, the County and City hereby agree as follows:

ARTICLE 1 -- BASIC M.O.U. INFORMATION

1.1 Basic M.O.U. Information. In addition to the terms that are defined elsewhere in this M.O.U., the following terms are used in this M.O.U.:

- (a) COUNTY: **EDDY COUNTY**
- (b) COUNTY’S ADDRESS: **101 W. GREENE,
CARLSBAD, NM 88220**

With a copy to: **EDDY COUNTY FIRE SERVICE
1400 Commerce
CARLSBAD, NM 88220**

- (c) TENANT: **CITY OF CARLSBAD**
- (d) TENANT’S ADDRESS: **101 N. HALAGUENO
Carlsbad, NM 88220**

(e) PREMISES: Space on the Loop Road Tower and at the Site for City’s Equipment and shall, additionally, include a power generator and the building structure placed on the premises to house City’s equipment which shall be located and in the dimensions as depicted on Exhibit “B”.

(f) EQUIPMENT: All the City's simulcast radio equipment (1-power generator, 1-prefab building structure, antennas and all misc. equipment needed for operation) and any necessary personal property, together with any other equipment placed on the Premises by City in accordance with Article 4 hereof.

(g) COMMENCEMENT DATE: **February 16, 2016**

(h) EXPIRATION DATE: **February 16, 2016**

(i) TERM: Ten years, beginning on the Commencement Date and expiring on the Expiration Date.

1.2 Exhibits. The following exhibits are attached to this M.O.U. and are made part of this M.O.U.

EXHIBIT A Description of the present Loop Site

EXHIBIT B Description of Loop Site with addition of City Building and power generator.

ARTICLE 2 -- AGREEMENT AND USE

2.1 M.O.U.. County hereby enters into an agreement with the City to allow the City use of the Premises, for the placement, operation and maintenance of the Equipment and for no other purpose.

2.2 Term. The Term of the M.O.U. shall begin on the Commencement Date and shall expire on the Expiration Date.

2.3 Use. City shall use the Premises only for the purpose of placing, maintaining, and operating its Equipment and uses directly incidental thereto. City will not use the Premises for any purpose prohibited by applicable law. City will not commit waste and will not create any nuisance or interfere with, annoy or disturb any other tenant of the Site. It is further understood and agreed that City's right to use the Premises is contingent upon its obtaining and continually maintaining in full force and effect, after the execution date of this M.O.U., all the certificates, permits, and other approvals that may be required by any federal, state, or local authorities. In the event that any of such applications should be finally rejected or any certificate, permit, license, or approval issued to City is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that City will be unable to use the Premises for its intended purposes, this M.O.U. shall automatically terminate.

2.4 Non-exclusive. City acknowledges and agrees that County, at its sole discretion, has the right to grant other licenses, leases or rights of use, of any kind or nature, to parties other than City with respect to the Site, provided that any such uses entered into following the date of this M.O.U. shall not unreasonably interfere with City's operation of its Equipment.

ARTICLE 3 -- RENT

3.1 Monthly Rent. City will pay no Monthly Rent to County as rent for the Premises.

3.2 Utilities. City shall, at its sole cost and expense, arrange for electricity, water, gas, and other utilities necessary for the operation of City's Equipment to be provided to the Premises directly from such providers. City shall be billed directly for the use of such services, and shall promptly pay the same when due.

3.3 Limitation on Liability. County will not be in default under this M.O.U. or be liable to City or any other person, for direct or consequential damages, or otherwise, for any failure to supply any electricity, water, gas, security or other utilities, or for surges or interruptions of electricity, or other such services or utilities.

ARTICLE 4 -- ALTERATIONS; OPERATION OF EQUIPMENT

4.1 City's Facilities.

(a) City will install and operate City's Equipment in compliance with County's technical standards, rules and regulations as may be communicated, in writing, to City. County reserves the right from time to time to modify its rules and regulations. If at any time County determines that the Equipment or installation of the Equipment does not meet applicable rules and regulations, City will be responsible for the costs associated with the removal, modification to, or installation of additional equipment to bring the Equipment into compliance.

(b) City will obtain County's prior written approval, which approval shall not be unreasonably withheld, for the type, location, mounting and placement of City's Equipment placed or relocated on the Premises. All proposed construction and installation performed on the Premises must be reviewed and approved in writing by County prior to the commencement of such construction. All Equipment shall be installed by licensed and insured contractors and shall be performed in a good and workmanlike manner and in compliance with all applicable Laws (as defined in Section 7.1). Notwithstanding the foregoing, after the Commencement Date, City may add new equipment to the Site, provided that City obtains County's prior written approval of any such additional equipment, which approval may be withheld in County's sole discretion. In the event equipment is added, County and City shall enter into a modification of this M.O.U. to add such equipment to the Equipment.

(c) County's approval of any placement or specifications shall not be construed to be a warranty or representation that such plans or specifications are in conformity with any Laws or ordinances.

4.2 Operation of City's Facilities.

(a) City shall be responsible, at its sole cost, for the placement, installation, maintenance and replacement of its Equipment.

(b) City shall not remove from the Site any property of whatsoever kind or nature, not belonging to City.

(c) City shall protect the Premises from fire and report and suppress such fires as might occur.

(d) City shall not allow debris or refuse to accumulate on the Premises.

(e) City shall only be allowed to enter the fenced Site for normal maintenance activities of City's telecommunications equipment. Any combination or key provided for entry into the Site shall not be given to any other person or entity without the prior consent of the Eddy County Fire Service.

(f) City shall operate the Equipment in such a manner that it will not interfere with or retard the operations of County. In the event County should find that there is interference with the efficient operation of its existing communications facilities on the Site (which are in place as of the Commencement Date), because of City's use of the Premises, City shall be responsible for removing the cause of such interference in a timely manner.

(g) County shall be the sole judge as to all requirements concerning communication facilities which it needs or which may be interfered with and as to whether there is, in fact, interference. County's facilities as used in this paragraph shall mean facilities of County, its successors or assigns and the facilities of associated or affiliated companies. Notwithstanding the foregoing, County assumes no liability whatsoever or responsibility for approval of City's Equipment and does not by accepting City's evidence of non-interference waive any rights with respect to future interference or pass on the adequacy of City's Equipment for safety or other purposes. City shall not change or add additional transmitting or receiving frequencies or equipment without submitting revised technical standards for approval. City shall not raise effective radiated power beyond that authorized by the Federal Communications Commission.

(h) City shall cease operation temporarily or reduce power if required by County to conduct tests, perform tower work, or make emergency repairs. Such occasions, in so far as practicable, shall be preceded by notice and shall occur at times mutually agreeable to County and City.

4.3 Modification of Facility. If County, by reason of its existing or planned communications operations, must add, change or improve its facilities at the Site, and would, by reason of these additions, changes or improvements, either need the Premises or need City to change its Equipment in order to prevent any interference with County's facilities, County shall give City 90 days' written notice of such need, and City will have the responsibility to modify, change or correct its Equipment at its sole cost so no interference to County's operation shall exist or to agree to relocate the Premises to another location at the Site.

4.4 Security. County may from time to time, on 24 hour prior notice to City, impose such reasonable restrictions on the time and means of access to the Premises as County deems necessary for security precautions. City agrees that it will not change locks on any doors to the Premises or install additional locks on such doors. City further agrees that it will not duplicate any keys of County.

4.5 Safety. If during the installation or maintenance of City's Equipment, County determines that City's activities or the Equipment are unsafe, pose a hazard or violate the Laws, then City shall upon notice from County, cease its operations in a timely manner, until such time as City complies with the Laws.

ARTICLE 5 -- MAINTENANCE

5.1 By City. City shall operate the Equipment with due care and maintain the Premises in a safe, clean and sanitary condition. City shall, at its sole cost and expense, maintain the Premises and the Equipment in good repair and condition, exercising due regard for County's and other tenants' equipment on the Site. All damage or injury to the Premises or the Site caused by City, its agents, employees, or invitees may be repaired, restored, or replaced by County, at the expense of City.

5.2 By County. County will maintain, repair and restore the Site and the Tower in reasonably good order and condition, except as set forth in subsection 5.1 above.

ARTICLE 6 -- INSURANCE AND WAIVER

6.1 City Insurance. At all times during the Term, City will carry and maintain coverage covering the Cities building, structures and equipment in amounts determined by City in its reasonable discretion. City may satisfy its obligations hereunder through a program of self-insurance.

6.2 County's Insurance. At all times during the Term, County will carry and maintain fire and extended coverage covering the Tower and County's buildings and structures in amounts determined by County in its reasonable discretion. County may satisfy its obligations hereunder through a program of self-insurance.

6.3 Waiver of Subrogation. County and City each waive any and all rights to recover against the other, or against the officers, directors, employees, agents, customers, invitees or business visitors of such party, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried pursuant to this section or any other property insurance actually carried by such party. County and City shall, from time to time, cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Tower or the Site or the contents of either.

6.4 New Mexico Tort Claims Act. Each party shall be responsible for liability arising from personal injury or damage to persons and property occasioned by its own officers, employees, or agents in the performance of this M.O.U., subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act and any amendments thereto. The parties and their "public employees," as defined in the New Mexico Tort Claims Act, do not waive any sovereign immunity, do not waive any defense, and/or do not waive any limitation of liability pursuant to law. No provision of this M.O.U. modifies and/or waives any provision of the New Mexico Tort Claims Act.

ARTICLE 7 -- COMPLIANCE WITH LAWS

7.1 City Compliance. City shall comply with all federal, state and local statutes, ordinances, laws, rules and regulations of any public authority affecting the Premises and the Equipment and the use thereon, including, but not limited to, the U.S. Department of Labor, Occupational Safety and Health Administration, the Federal Communications Commission ("FCC") and the Federal Aviation Administration (collectively, the "Laws"). City shall promptly correct, at City's sole expense (including without limitation payment of any fines or penalties), any

noncompliance with the Laws. City shall, at its own cost, obtain all federal, state and local permits and licenses necessary to operate under this M.O.U. As an FCC Licensee, City is required by Part 17 of the applicable FCC rules to ensure that Tower structures upon which its radio antennas are located satisfy certain lighting and marking specifications. As operator of the subject Tower, County hereby assumes responsibility for ensuring that the Tower is operated in compliance with all lighting and marking requirements.

7.2 Environmental Matters.

(a) Mutual Obligations.

(1) Neither party will cause or permit the storage, treatment or disposal of any Hazardous Waste in, on, or about the Premises or any part of the Site by, its agents, employees or contractors. Neither party will permit the Premises to be used or operated in a manner that may cause the Site or any part of the Site to be contaminated by any Hazardous Materials in violation of any Environmental Laws.

(2) Each party will promptly notify the other party of (i) any and all enforcement, cleanup, remedial, removal, or other governmental or enforcement cleanup or other governmental or regulatory actions instituted, completed or threatened pursuant to any Environmental Laws relating to any Hazardous Materials affecting any part of the Site; and (ii) all claims made or threatened by any third party against City, County or any part of the Site relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials on or about the Site or any part of the Site.

(b) Environmental Assessments. County may, from time to time during the Term, conduct such environmental assessments or tasks as County deems necessary, provided that County will give City reasonable prior notice of its entry on the Premises for such purposes and will cooperate in minimizing any disruption of City's use of the Premises as a result of such activity. County will make available to City copies of any reports or assessments so obtained by County.

(c) Definitions.

(1) "Hazardous Materials" means asbestos, explosives, radioactive materials, hazardous waste, hazardous substances, or hazardous materials including, without limitation, substances defined as "hazardous substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U. S. C. Sections 9601-9657 ("CERCLA"); the Hazardous Material Transportation Act of 1975, 49 U.S.C. Sections 1801-1812; the Resource Conservation Recovery Acts of 1976, 42 U.S.C. Sections 6901-6987; the Occupational Safety And Health Act of 1970, 29 U.S.C. Sections 651 et seq., or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, wastes or substances now or at any time hereinafter in effect (collectively, "Environmental Laws").

(2) "Hazardous Waste" means hazardous waste as defined under the Resource Conservation Recovery Act of 1976, 42 U.S.C. Sections 6901-6987.

ARTICLE 8 -- END OF TERM

8.1 Removal. Upon the expiration or other termination of this M.O.U., City shall quit and surrender to County the Premises in good order and condition, and City shall remove all of its Equipment. If within 30 days after the termination of this M.O.U. City has not removed its Equipment and property and not restored the Premises, County may do so and City shall reimburse County for all expenses or costs for removal and restoration. City's obligations under this Section will survive the expiration or other termination of this M.O.U.

8.2 Holdover. City will have no right to remain in possession of all or any part of the Premises after the expiration of the M.O.U.. If City remains in possession of all or any part of the Premises after the expiration of the M.O.U., with the express or implied consent of County: (a) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (b) such tenancy will not constitute a renewal or extension of this M.O.U. for any further term; and (c) such tenancy may be terminated by County upon the earlier of 30 days' prior written notice or the earliest date permitted by law.

ARTICLE 9 -- DEFAULT

9.1 Events of Default. The following events are referred to, collectively, as "Events of Default" or, individually, as an "Event of Default":

- (a) City vacates or abandons the Premises;
- (b) City purports to assign this M.O.U., or sublet all or a portion of the Premises, in violation of the terms hereof; or
- (c) City shall fail to correct and eliminate interference caused by its Equipment; or
- (d) City shall fail to perform any of the other agreements, terms covenants or conditions hereof on City's part to be performed, and such nonperformance shall continue for a period of 30 days after written notice thereof from County to City, or if such performance cannot be reasonably accomplished within such 30-day period, City shall not have commenced in good faith such performance within such 30-day period or shall not have diligently proceeded therewith to completion.

9.2 County's Remedies. If any one or more Events of Default set forth above occurs then County has the right, at its election:

- (a) To terminate this M.O.U., in which case City's right to possession of the Premises will cease and this M.O.U. will be terminated as if the expiration of the Term fixed in such notice were the end of the Term, and all obligations of County and City shall cease except as to City's liability as herein provided, and City shall surrender the Premises and remove all of its Equipment.

9.3 Remedies Cumulative. Both parties' rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise, including, but not limited to injunctive relief, specific performance and damages. The exercise or beginning of exercise by either party of any one or more rights or remedies, provided herein or now or hereafter existing at law or in equity by statute or otherwise, shall not preclude the simultaneous or later exercise by either party of any or all other rights or remedies provided for in this M.O.U. or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive.

ARTICLE 10 -- GENERAL

10.1 Casualty. If the Premises or a portion of the Tower on the Site necessary for City's occupancy is damaged during the Term of this Lease by any casualty which is insurable under standard fire and extended coverage insurance policies, County may, in its sole discretion, repair or rebuild the Premises to substantially the condition in which the Premises were immediately prior to such destruction. County shall provide written notice to City, within 30 days from the date of such casualty, detailing whether or not County will rebuild or repair the Premise. Notwithstanding the foregoing, if the Premises are damaged to the extent that it would take, in County's reasonable judgment, more than 90 days to repair, then, City may terminate this M.O.U. upon notice to County. If County elects to not repair or rebuild the Premises, then this M.O.U. will terminate upon notice to M.O.U. of County's election.

10.2 Effect of Sale. A sale, conveyance or assignment of County's interest in the Site will operate to release County from liability from and after the effective date of such sale, conveyance or assignment upon all of the covenants, terms and conditions of this M.O.U., express or implied, except those liabilities which arose prior to such effective date, and, after the effective date of such sale, conveyance or assignment, City will look solely to County's successor-in-interest in and to this M.O.U.. This M.O.U. will not be affected by any such sale, conveyance or assignment, and M.O.U. will attach to County's successor-in-interest to this M.O.U., so long as such successor-in-interest assumes County's obligations under the M.O.U. from and after such effective date. Any such transfer or transfers of title or conveyances shall not disturb City's rights under this M.O.U. so long as Tenant is not in default under this M.O.U.

10.3 Inspection. County reserves the right to enter, at any time, the Premises to inspect the same.

10.4 Abandonment. If County decides to abandon the Premises, it shall give prior written notice to City at least 180 days in advance of such abandonment and this M.O.U. will terminate on the date stated within such notice.

10.5 Assignment. City shall not assign this M.O.U. nor sublet any part or all of the Premises without the approval of County, which may be unreasonably withheld in County's sole discretion. This M.O.U. shall otherwise inure to the benefit of and be binding upon the successors and assigns of the parties.

10.6 Quiet Enjoyment. County covenants and agrees with City that so long as City serves and performs all the terms, covenants, and conditions of this M.O.U., City may peaceably and quietly enjoy the Premises, and City's possession will not be disturbed by anyone claiming by, through, or under County.

10.7 Time of the Essence. Time is of the essence of each and every provision of this M.O.U.

10.8 No Waiver. The waiver by either party of any agreement, condition, or provision contained in this M.O.U., will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this M.O.U..

10.9 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be given: (a) by United States first class mail, postage prepaid, registered or certified, return receipt requested, (b) by hand delivery (including by means of a professional messenger service), or (c) by a nationally recognized overnight delivery service that routinely issues receipts. Any such notice or other communication shall be addressed to the party for whom it is intended at its address set forth in Section 1, and shall be deemed to be effective when actually received or refused. Either party may by similar notice given change the address to which future notices or other communications shall be sent.

10.10 Disputes.

(a) Any claim, controversy or dispute, whether sounding in contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this M.O.U., whenever brought, shall be resolved by arbitration as prescribed in this section.

(b) Notwithstanding the foregoing, at County's option, the following claims, controversies or disputes need not be resolved by arbitration: (i) any action by County that seeks repossession of the Premises as part of County's remedy, (ii) any action by County seeking an injunction or temporary restraining order, and (iii) any action by County seeking any prejudgment remedy.

(c) The arbitration shall be conducted under the then current rules of the American Arbitration Association (the "AAA"). Where no disclosed claim or counterclaim exceeds \$500,000, exclusive of interest and attorneys' fees, there shall be one arbitrator, who shall be an attorney with at least ten years' experience in the commercial real estate field. In all other cases, there shall be three arbitrators, at least one of whom shall be an attorney with at least ten years' experience in the commercial real estate field. Subject to the foregoing, the arbitrator or arbitrators shall be selected in accordance with AAA procedures from a list of qualified people maintained by the AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose, and all expedited procedures prescribed by the AAA rules shall apply.

(d) There shall be no discovery other than the exchange of information which is provided to the arbitrator or arbitrators by the parties. The arbitrator or arbitrators shall have authority only to award compensatory damages and shall not have authority to award punitive damages or other non-compensatory damages; the parties hereby waive all rights to and claims for monetary awards other than compensatory damages. The parties shall share equally the fees and expenses of the arbitrator or arbitrators. The non-prevailing party shall pay the reasonable costs and attorneys' fees of the prevailing party, as determined by the arbitrator. The decision and award of the arbitrator or arbitrators shall be final and binding, and judgment on the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof.

(e) If any party files a judicial or administrative action asserting claims subject to arbitration as prescribed herein, and another party successfully stays such action or compels arbitration of said claims, the party filing said action shall pay the other party's costs and

expenses incurred in seeking such stay or compelling arbitration, including reasonable attorneys' fees.

10.11 Authority. City and the party executing this M.O.U. on behalf of City represent to County that such party is authorized to do so by requisite action of the board of directors, or partners, as the case may be, and agree, upon request, to deliver to County a resolution or similar document to that effect.

10.12 Counterparts. This M.O.U. may be executed in counterparts, and when each of the parties hereto has executed and delivered one or more counterparts this M.O.U. shall be binding and effective, even though no single counterpart has been executed by both parties.

10.13 Entire Agreement. This M.O.U. embodies the entire agreement between the parties hereto relative to the subject matter hereof. No amendment, alteration, modification of, or addition to the M.O.U. will be valid or binding unless expressed in writing and signed by County and City.

10.14 Severability. If any provision of this M.O.U. proves to be illegal, invalid or unenforceable, the remainder of this M.O.U. will not be affected by such finding, and in lieu of each provision of this M.O.U. that is illegal, invalid or unenforceable, a provision will be added as a part of this M.O.U. as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.15 Captions. The captions of the various Articles and Sections of this M.O.U. are for convenience only and do not necessarily define, limit, describe or construe the contents of such Articles or Sections.

10.16 Governing Law. This M.O.U. will be governed by the internal laws of the State of New Mexico.

EXECUTED as of the day and year first above written.

EDDY COUNTY BOARD OF COMMISSIONERS:

CITY OF CARLSBAD

By: _____

By: _____

Name: _____

Name: **Dale Janway** _____

Title: CHAIRMAN

Title: **Mayor** _____

Date: _____

Date: _____

ATTEST:

ATTEST:

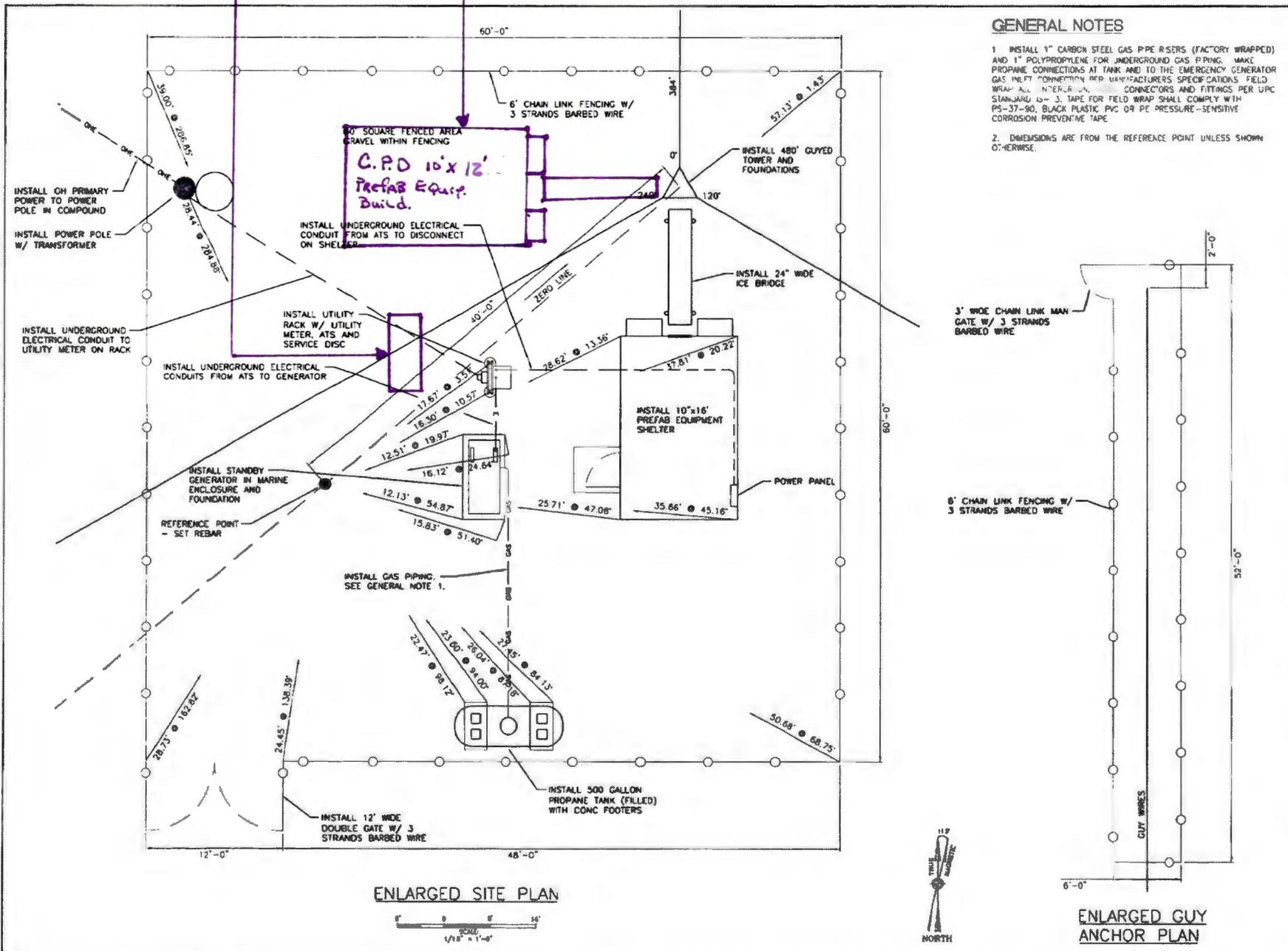
Eddy County Clerk

Carlsbad City Clerk

NEW C.P.D.
30 KW. Generator

NEW C.P.D. shelter
& ice Bridge

Eddy County Loop Road Site

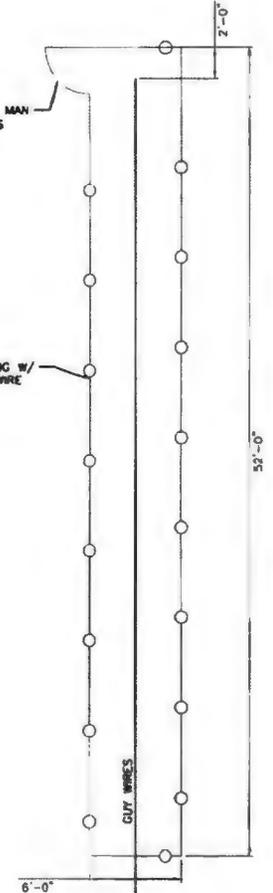


GENERAL NOTES

1. INSTALL 1" CARBON STEEL GAS PIPERS (FACTORY WRAPPED) AND 1" POLYPROPYLENE FOR UNDERGROUND GAS PIPING. MAKE PROPANE CONNECTIONS AT TANK AND TO THE EMERGENCY GENERATOR GAS INLET CONNECTION PER MANUFACTURERS SPECIFICATIONS. FIELD WRAP ALL INTERFACES, CONNECTORS AND FITTINGS PER UPC STANDARD G-3. TAPE FOR FIELD WRAP SHALL COMPLY WITH PS-37-90, BLACK PLASTIC PVC OR PE PRESSURE-SENSITIVE CORROSION PREVENTIVE TAPE.
2. DIMENSIONS ARE FROM THE REFERENCE POINT UNLESS SHOWN OTHERWISE.

3' WIDE CHAIN LINK MAN GATE W/ 3 STRANDS BARBED WIRE

6' CHAIN LINK FENCING W/ 3 STRANDS BARBED WIRE



NO.	DATE	REVISIONS	BY	CHKD.	APPLD.



TSI
 TOWER SERVICES, INC.
 8205 SPAIN V.E. SUITE #205
 ALBUQUERQUE, NM 87109
 PHONE (505) 828-1930
 FAX (505) 828-1967

ADVANCED TOWER SERVICES, INC
 2417 BAYLOR DRIVE S.E.
 ALBUQUERQUE, NM 87105
 PHONE (505) 244-3321
 FAX (505) 244-3675

SITE INFORMATION
 100' ROAD TOWER
 SEC 16, T15, R27E, HWY 20
 CARLSBAD, NEW MEXICO

DESIGN TYPE
 EQUIPMENT SHELTER
 & GUYED TOWER
 MOUNTED ANTENNAS

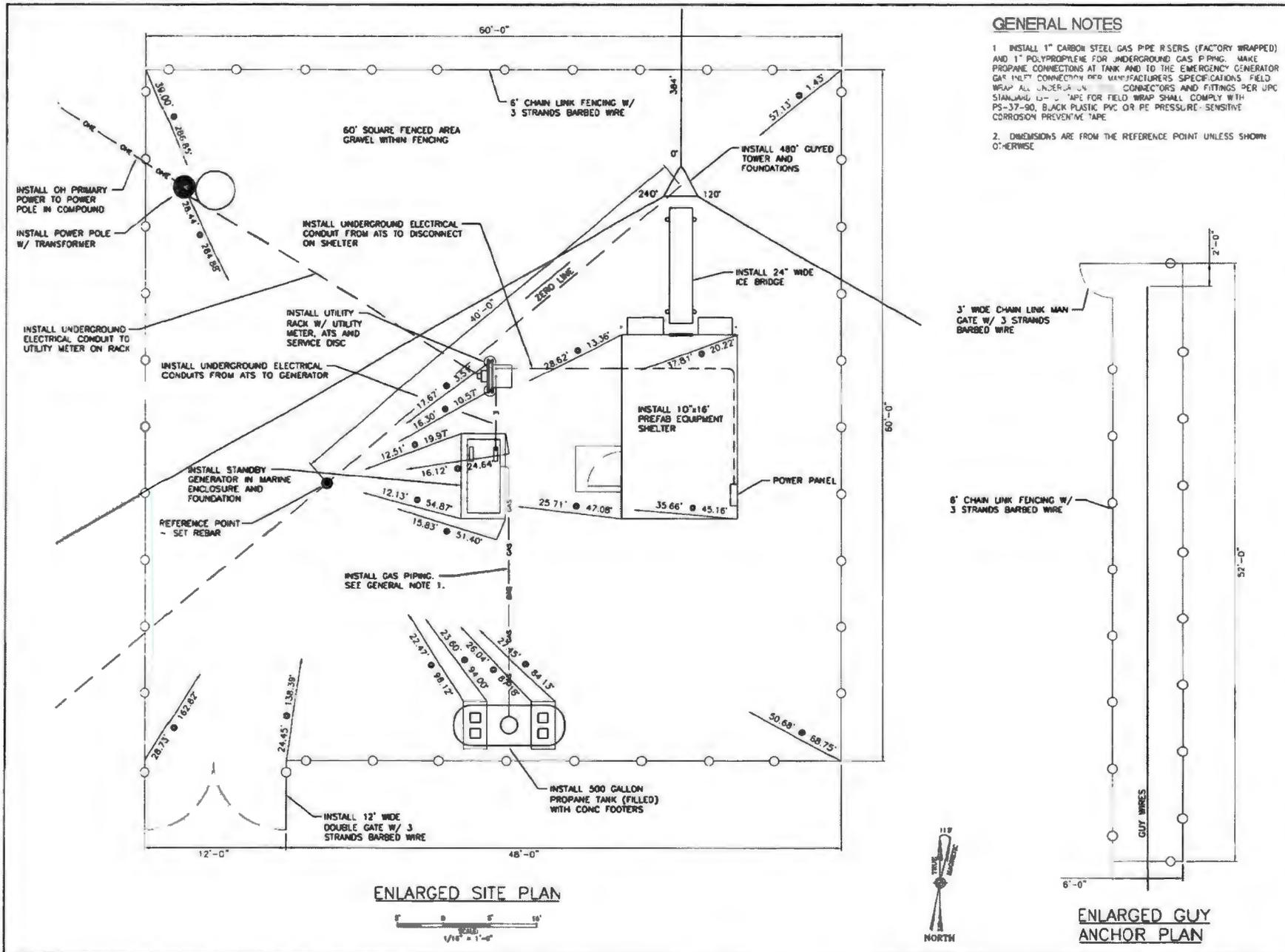
SHEET TITLE
 ENLARGED SITE PLANS

SHEET NUMBER
G-2

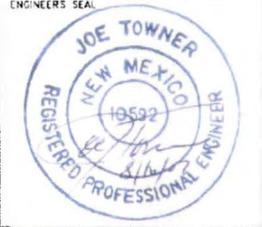
REV
 1

Exhibit 'B'

Eddy County Loop Road Site



NO.	DATE	REVISIONS	BY	CHKD



TSI
TOWNER SERVICES, INC.
 8205 SPAIN V.E. S.W. #205
 ALBUQUERQUE, NM 87109
 PHONE (505) 828-1930
 FAX (505) 828-1967

ADVANCED TOWER SERVICES, INC.
 2417 BAYLOR DRIVE S.E.
 ALBUQUERQUE, NM 87106
 PHONE (505) 244-3321
 FAX (505) 244-3675

SITE INFORMATION
 LOOP ROAD TOWER
 SEC 16, T15, R27E, HWY 20
 CARLSBAD, NEW MEXICO

DESIGN TYPE
 EQUIPMENT SHELTER
 & GUYED TOWER
 MOUNTED ANTENNAS

SHEET TITLE
 ENLARGED SITE PLANS

SHEET NUMBER
G-2

REV.
 1

Exhibit 'A'



Loop Tower Site

Print Date: 10/14/2015
Image Date: 01/25/2015
Level: Neighborhood

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 2/09/16

DEPARTMENT: Police	BY: Kent Waller <i>KW</i>	DATE: 2/04/16 <i>02/04/16</i>
---------------------------	----------------------------------	--------------------------------------

SUBJECT: JAG Project #2015-H4212-NM-DJ

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

The Carlsbad Police Department is requesting to enter into a Memorandum of Understanding with the County of Eddy to equally split a Justice Assistance Grant (JAG) in the amount of \$24,703.00, in which \$12,351.50 will be utilized for overtime in relation to school events and/or the department's Wise Eyes Program.

DEPARTMENT RECOMMENDATION: Recommended for approval.

BOARD/COMMISSION/COMMITTEE ACTION:

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

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

ATTACHMENT(S): M.O.U. Agreement

Memorandum of Understanding
Project Number 2015-H4214-NM-DJ
Between the City of Carlsbad
and the
County of Eddy

This MEMORANDUM OF UNDERSTANDING is dated the 1st day of November, 2015 by and between the County of Eddy and the City of Carlsbad, acting as fiscal agent for the Carlsbad Police Department.

WHEREAS, the Carlsbad Police Department will apply and submit a grant proposal for an Edward Byrne Memorial Justice Assistance Grant (JAG) application #2015-H4214-NM-DJ for the amount of \$24,703.00 administered through the United States Department of Justice, Office of Justice Programs, and the monies designated to the County of Eddy (defined as a disparate county) whereby the City of Carlsbad agrees to mutually share with the County of Eddy.

WHEREAS, the \$24,703.00 is to be used in the area of Law Enforcement purposes that meet the needs of enhancing public safety as defined under the JAG guidelines and each entity will be responsible for their expenditures (\$12,351.50) to be compliant.

WHEREAS, the City of Carlsbad will reimburse the expenditures of the Eddy County Sheriff's Department submitted to the Carlsbad Police Department Chief of Police or grant monitor designee for approval and determined to be in compliance.

Project Number 2015-H4214-NM-DJ

IT IS HEREBY AGREED:

1. The Carlsbad Police Department will utilize the grant in two areas. The first is to fund overtime activities related to school events, and the second to fund overtime activities related to the department's Wise Eyes Program.
2. The Eddy County Sheriff's Department will utilize grant monies in two areas. The first is to fund overtime activities related to school events, and the second to fund overtime activities related to the department's Wise Eyes Program.
3. Any expenditure exceeding the \$24,703.00 allotment will be borne by the agency incurring the expense.
4. The Eddy County Sheriff's Department will submit quarterly reports of expenditures and requests for reimbursements to the Carlsbad Police Department's grant monitor, to include bi-annual progress reports of their respective initiatives and achievements.
5. Each entity is to spend its allocated amount (\$12,351.50) of monies within the time identified by JAG (four years) and no expenditures is to occur until the approved starting date as defined by JAG and expended by the ending date as defined by JAG, barring any approved extension by JAG.
6. At the beginning of the last six months to the term of the grant, any agency in possession of more than one-third (1/3) of its unspent allocated amount will provide in writing to the Carlsbad Police Department's grant monitor a plan for the expenditure of the remaining funds.
7. Within the last three months to the term of the grant, if any agency is still in possession of unspent monies, the City of Carlsbad will reserve the right to withdraw the unspent amount and re-allocate its use.

ORDINANCE NO. 2016-____

AN ORDINANCE REZONING PART OF "R-2" RESIDENTIAL DISTRICT TO "C-2" COMMERCIAL DISTRICT FOR AN APPROXIMATELY 0.632 ACRE PROPERTY, LOCATED AT 814 NORTH CANAL STREET, LEGALLY DESCRIBED AS LOT 13, BLOCK 108, NORTH CARLSBAD SUBDIVISION, PURSUANT TO SECTION 3-21-1 ET. SEQ. NMSA 1978 AND SECTIONS 56-150(B) AND 56-140(I), CARLSBAD CODE OF ORDINANCES.

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 0.632 acre property, located at 814 N. Canal St., Carlsbad, NM, legally described as:

LOT 13, BLOCK 108, NORTH CARLSBAD SUBDIVISION

INTRODUCED, PASSED, ADOPTED AND APPROVED this 22nd day of March, 2016.

DALE JANWAY, MAYOR

ATTEST:

CITY CLERK

**City of Carlsbad
Personnel Department**

**Action Report
Month of January 2016**

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

City of Carlsbad
 Personnel Department Action Report
 Month of January 2016

EMPLOYEE REPORT	Beginning of Month	New Hires	Terminations	Transfers In	Transfers Out	End of Month
Full-Time Employees	442	3	5			440
Part-Time/Temp Employees	72	2	3			71
Total Employees	514	5	8	0	0	511
Administrative	20					20
Judicial	8					8
Finance	22					22
Police	111		1			110
Fire	60	3	1			62
Arts & Culture	66					66
Sports & Recreation	52	2	3			51
Planning & Regulation	16					16
Utilities	82		2		1	79
Transportation & Facilities	77		1	1		77
TOTAL	514	5	8	1	1	511

WEEKLY INDEMNITY	Beginning of Month	New Claims	Released To Work	Terminated	End of Month
Employees on WI	10	1	3	0	8

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

DRUG TESTS	Number Given
Pre-employment	4
Probationary	2
Post Accident	11
Random	0
Periodic	0
Probable Cause	0

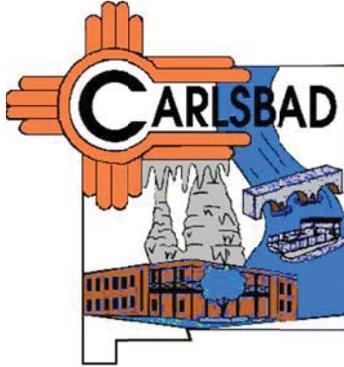
VACANCIES BID	Department
Solid Waste Coordinator	Solid Waste
Truck Driver	Street
Code Enforcement Officer	Permits/Eng./Reg.
Code Enforcement Supervisor	Permits/Eng./Reg.

PHYSICAL EXAMINATIONS	Number Given
Pre-employment	4
Return to Work Evaluation	0
Functional Capacity Evaluation	0

VACANCIES ADVERTISED	Applications Received
Code Enforcement Supervisor	5
Secretary/Personnel	38
Solid Waste Attendant	23
Caretaker/Golf Course	54
City Engineer	Pending
Waste Water Operator IV	Pending
ARC Driver	Pending

TESTING	Number Given
Typing	8

CITY OF CARLSBAD



TRANSPORTATION AND FACILITIES DECEMBER 2015

Monthly Reports from:

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

Tom Carlson

Digitally signed by Tom Carlson
DN: cn=Tom Carlson, o=City of Carlsbad, ou=Public Works,
email=tfcarlson@cityofcarlsbadnm.com, c=US
Date: 2016.02.02 07:44:25 -07'00'

Reviewed and approved by Tom Carlson, Director of Public Works

MONTHLY WORK REPORT

DEPARTMENT: COMMUNITY SERVICE

MONTH: DECEMBER 2015

NO. OF EMPLOYEES: 4

NO. OF DAYS IN MONTH: 31

HOLIDAYS THIS MONTH: 2

NO. OF WORK DAYS THIS MONTH: 21

No. of Community Service Workers: None

Hours of Work Performed by Community Service Workers: None

Week of December 1st through December 4th

The Community Service Department started the week removing and cleaning drains behind Rainbow Recycle. They did weed control on Canal Street starting at Mermod Street and going south. They ended the week with litter control at Spring Park, Eddy House, and Ocotillo Trail then trimmed around Ocotillo lookout, Miehl's, and Fountain Dr.

Week of December 7th through December 11th

The crew mowed city lots on Ortega, 8th Street, 12th Street, 10th and 8th Street. Trimmed and cleaned Greene Street, San Jose Boulevard, from Fiesta Drive to Peachtree Street. They covered graffiti at the Railroad on the north end of the beach.

Week of December 14th through December 18th

The crew trimmed the bike path between Mermod Street and Church Street. They did litter control on Pierce Street and trimmed the drain and tree line across Sutherlands. They removed graffiti at the beach area across the tennis courts. They finished out the week with litter control at Spring Park, Eddy House and Ocotillo Trail.

Week of December 21st through December 25th

The Community Service Department trimmed the drain across Walmart. December 24th and 25th were the Christmas Holidays.

Week of December 28th through December 31st

The crew cleaned and spread salt downtown sidewalks and assisted in directing traffic for snow removal on the streets.

Prepared by: _____



Victor Tavarez, Street Superintendent

Digitally signed by Victor Tavarez
DN: cn=Victor Tavarez, o, ou,
email=vrtavarez@cityofcarlsbadnm.com, c=US
Date: 2016.02.01 13:14:08 -07'00'

MONTHLY WORK REPORT

DEPARTMENT: Construction		MONTH: December 2015	
NO. OF EMPLOYEES: 15		NO. OF DAYS IN MONTH: 31	
HOLIDAYS THIS MONTH: 2		NO. OF WORK DAYS THIS MONTH: 21	

1. Completed Phase II, Double Eagle Office
2. Installed a basketball court at Davis Park
3. Installed laminate flooring at the museum
4. Poured runners at Public Works for the Police Department Communication Radio Equipment Building
5. Poured curb and sidewalk at railroad track on Greene to do repair work behind the Water Department.
6. Poured curb and sidewalk at railroad tracks on Greene Street to repair what the Water Department removed to repair a water leak.
7. Trimmed out and faced shelves at museum
8. Poured light bases at Riverview Park
9. Poured light bases on Muscatel for warning lights at the golf course.
10. Changed out two worn out benches on Spring Park
11. Repaired vandalism at Playground on the Pecos
12. Assisted the Street Department with snow removal around town

Prepared by



David Gonzales, Construction Superintendent

MONTHLY WORK REPORT

DEPARTMENT: ELECTRICAL

MONTH: December 2015

NO. OF EMPLOYEES: 7

NO. OF DAYS IN THE MONTH: 31

HOLIDAYS THIS MONTH: 3

NO. OF WORK DAYS THIS MONTH: 20

Number of Jobs Preformed for Individual Departments

1. Airport	22
2. Golf Course	18
3. Parks	36

4. Waste Water

a. Treatment Plant	22	b. Primary Lift	10
c. Lift Station	19	d. Other	0

5. Water

a. Water Wells	18	b. Double Eagle	21
c. Yard	0	d. Other	0

6. Public Building and Yards

a. City Hall	16	b. Library	10
c. Museum	16	d. Mesa Senior Rec.	03
e. San Jose Sr. Rec.	06	f. Riverwalk Rec.	13
g. Rifle Range	03	h. Community Soup Kitchen	0
i. Antique Lights	28	j. Pecos River Village	08
k. Convention Center	08	l. Civic Center	06
m. Reintegration	0	n. Literacy Building	09
o. Public Works Yard	31	p. Bob Forrest Sports Complex	26
q. Sign Shop	02	r. Port Jefferson	0
s. Landfill	0	t. Solid Waste	18
u. PFA Garage	0	v. Police Department	17
w. Fire Department	18	x.	

7. Traffic	21
8. Streets	22
9. School Crossing Lights	7
10. Transportation	5
11. Cascades	9
12. Sunnyview Catch Basin	18
13. Underground Line Locates	62

Prepared by _____



Digitally signed by Pat Cass
DN: cn=Pat Cass, o=City of Carlsbad, ou=Public
Works, email=pjcass@cityofcarlsbadnm.com,
c=US
Date: 2016.02.01 15:43:51 -0700

Patrick Cass, Deputy Director of Public Works

MONTHLY WORK REPORT

DEPARTMENT: **GARAGE**

MONTH: **December 2015**

NO.OF EMPLOYEES: **17**

NO. OF DAYS IN MONTH: **31**

HOLIDAYS THIS MONTH: **2**

NO. OF WORK DAYS THIS MONTH: **21**

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

Fabricate glass pulverizer dumpster

Unit 10781 Weld grab arm structure

Unit 10781 Weld crack on rear tailgate

Unit 10781 Grind and weld on hydraulic hose clamps

Unit 10823 Cut cylinder pin off

Unit 10783 Fix rear gate

Unit 10823 Heat & straighten guide rails on side mast, weld timing blocks, fabricate and weld brace bar on side mast

Unit 10823 Repair rear hatch

Unit 10783 Repair back tailgate

Unit 10823 Cut timing block to replace arm

Unit 10823 Weld crack on mast tube

Unit 10783 Hose hold down, timing blocks, and tailgate

Unit 9090 Weld tab on boom arm

Repair gate at Conv. Station

Unit 10789 Repair cracks on side mast

Unit 14732 Repair tarp system
Unit 3004 Fabricate lock tab for battery box
Removed swivel bearing from lift cylinder
Unit 10781 Cut timing blocks
Unit 12333 Cut 2 inspection plates off
Unit 10781 Measure mast structure arms
Unit 1796 Weld on hose clamp on side mast
Unit 10781 Timing blocks & hose loop
Unit 1796 Weld crack on exhaust
Unit 12333 Weld inspector plates on
Unit 11592 Repair/weld dipstick
Unit 10783 Fabricate tipper cam strut
Pulverizer Shoot measurements
Unit 9091 Called out to City Landfill
Unit 10783 Fabricate Tipper
Unit 9093 Fabricate tarp pole for grabber truck

Garage Department

Re-stock material
Clean shop
Stack material
Safety Huddle
Fabricate steel rack
Fabricate wrench for hydraulic ram
Fabricate saw horses

Water Department

Fabricate T handles
Fabricate meter lids
Northgate Bollard for fire hydrant
Fabricate Pipe Bollards
Fabricate water meter tools
Fabricate water meter T handles
Prep and paint bollards
Cut water meter bolts off

Double Eagle

Fabricate pipe spools
Re-fabricate water well vents
Fabricate vent pipes

Wastewater Treatment Plant

Fabricate Power Panel Canopy
Fabricate Power Panel Canopy cover
Install Power Panel Canopy

Street Department

Repair gate hasp – primary lift station
Cut and heat street sign at 8th and Bonita
Unit 13035 Removed blade on backhoe
Cut sign posts

Parks Department

Cut bolts on old playground at Shorthorn field
Fabricate lock box for fuel storage cabinet

Public Works

Cut security gate tab & Re-weld plates to gate

Golf Course

Measure for gates and calculate material for panels

Police Department

Pick up stairways from Jaime's Welding and deliver to PD

Construction

Fabricate bench forms
Layout and cut plate for bench form
Fabricate light stand plates on plasma

Electric Shop

Install heater bracket

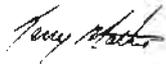
PFA

Cut anchors

Transit

Weld lock hasp on walk thru gate Main Street

Prepared by: _____



Digitally signed by Terry Mathis
DN: cn=Terry Mathis, o, ou,
email=tmathis@cityofaristach
m.com, c=US
Date: 2018.01.04 14:28:18 -0700

Terry Mathis, Maintenance Superintendent

MONTHLY WORK REPORT

DEPARTMENT: **PARKS**

MONTH **DECEMBER 2015**

NO. OF EMPLOYEES: 13

NO. OF DAYS IN MONTH: 30

HOLIDAYS THIS MONTH: 2

NO. OF WORK DAYS THIS MONTH: 21

Week of December 1st through December 4th

Six employees trimmed trees at the Lake Carlsbad Recreation Area, South James Street Park, and North James Street Park. Four employees replaced the trash can liners at the beach area, Riverview Park, Lower Tansill Area, and the Ray Anaya Plaza De San Jose (RAPDSJ). Two employees inspected and repaired bubbler irrigation systems. Installed plumbing fixtures at the Lower Tansill restrooms, and repaired plumbing at the beach area restrooms. Two employees did gopher control at the Lower Tansill. Six employees removed salt cedars at the Lake Carlsbad upper lake.

Week of December 7th through December 11th

Eight employees mowed and trimmed the following Park/Areas: The Carlsbad Municipal Shooting Range and the RAPDSJ. Four employees replaced the trash can liners at the beach area, Riverview Park, Lower Tansill Area, and the RAPDSJ. Two employees repaired irrigation systems at the Lake Carlsbad Recreation Area, Troy Young Park, RAPDSJ, Lamont Street Park, Sunset Park, and plumbing repairs at the restrooms at Davis Park, and The Bob Forrest Youth Sports Complex (BFYSC). Six employees trimmed trees at the Lake Carlsbad Recreation Area. Two employees did gopher control at the RAPDSJ.

Week of December 14th through December 18th

Six employees removed the old playground equipment and installed new playground equipment at Sunset Park. Four employees replaced the trash can liners at the beach area, Riverview Park, The Lower Tansill Area, and the RAPDSJ. Two employees repaired irrigation system at the Lower Tansill Area, and installed a bubbler irrigation system at the Lower Tansill for tree installation and also trenched for conduit installation at Riverside Country Club Park. Three employees trimmed trees at Sunset Park.

Week of December 21st through December 25th

December 24th and the 25th were the Christmas Holiday. Six employees installed new playground equipment at Sunset Park. Four employees replaced the trash can liners at the beach area, Riverview Park, The Lower Tansill Area, and the RAPDSJ. Three employees installed a bubbler irrigation system at the Lower Tansill, and Fire Station No. 4 for tree installation. Two employees trimmed trees at Sunset Park.

Week of December 28th through December 31st

Eight employees assisted the Street and Construction Department in removing snow and ice from the following Streets and Areas: 11th Street, 10th Street, 8th Street, Lea Street, Standpipe, Holland Street, Park Drive, The Carlsbad Cemetery, Santa Catarina Cemetery, Big Sky Area, and Sunnyview Area. One employee inspected and repaired the plumbing at the Lower Tansill restrooms and backflow preventers throughout the City Parks.

Prepared by: _____



Digitally signed by Luis
DN: cn=Luis, o, ou,
email=lcrenteria@cityofcarlsbadnm.com, c=US
Date: 2016.01.22 09:12:15 -0700

Luis Renteria, Parks Superintendent

Street Department Monthly Work Report December 2015

Number of Employees 18	No. of days in the Month 31
Holidays 2	No. of days worked in this month 21

Week of December 1st through December 4th

The Street Department mowed the Hobbs Highway and repaired the alley on Farris Street with millings. They hauled street sweepings to the landfill and did pot hole patching on the north end of town. They mowed the Shooting Range and installed a speed hump on Miehls Drive.

Week of December 7th through December 11th

The crew mowed Boyd Drive Assisted moving power station building from Fire Station #1 to the Public Works yard. They hauled street sweepings and debris to the landfill and laid asphalt around a community mailbox on Elgin and Thomason Road.

Week of December 14th through December 18

The Street Department crew removed and hauled to the landfill cactus from the lookout parking and patched street pot holes. They stocked pile material at Lower Tansill and litter control on city streets. They also hauled street sweepings to the landfill.

Week of December 21st through December 25th

The crew repaired the alley on Guadalupe Street with millings, and patched potholes. The 24th and 25th were the Christmas Holidays.

Week of December 27th (Sunday)

The Street Department worked plowing and spreading the road salt throughout the city.

Week of December 28th through December 31st

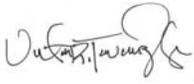
The Street Department worked plowing, clearing and removing snow throughout the city.

Signs and Markings Division of the Street Department December 2015

Type of Sign	Repaired	Stripped	Replaced	Installed	Constructed
Stop Signs	18		8		10
Warning Signs	2		2	16	6
Guide Signs			30	18	34
Street Marker Signs	1		5		10
Regulatory Signs	6	2	1	5	5

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

- Setup work zones for Water, Street, and Construction at various locations.
- Painted double yellow lines and Solid yellow lines at the new convenience station on Plaza Street.

Prepared by: _____  Digitally signed by Victor Tavarez
DN: cn=Victor Tavarez, o, ou,
email=vtavarez@cityofcarlsbadnm.com, c=US
Date: 2016.02.01 13:25:30 -07'00'

Victor Tavarez, Street Superintendent

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

COUNCIL MEETING DATE: 2/9/16

DEPARTMENT: Planning, Engineering and Regulation	BY: Jeff Patterson, Planning Director	DATE: 2/1/16
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SUBJECT: Appeal of the Planning & Zoning Commission’s decision to deny a variance request from Section 56-90(b) to allow a front-yard setback variance of 21’, which would result in a 9’ front-yard setback at 1803 Solana St., Zoned R-1 Residential District.

Appellant:
Gary Hardesty
1803 Solana Rd.
Carlsbad, NM 88220

SYNOPSIS, HISTORY and IMPACT (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.):
At their regularly scheduled meeting on January 4, 2016, the Planning and Zoning Commission considered the request as stated above. The Commission voted to deny this request with three Commission members in favor of the denial and one member against the denial. One Commission member was absent. The appellant submitted a letter of appeal detailing his case for appeal (letter attached).

Appeals are regulated by Code of Ordinances Sections 56-140(k) and 56-150(c). Section 56-140(k) states (emphasis added):

“Pursuant to this Zoning Ordinance, administrative decisions made by the Planning Director may be reviewed on appeal by the Planning and Zoning Commission. **All final decisions made by the Planning and Zoning Commission may be reviewed on appeal to the City Council.** Final decisions of the City Council may be appealed to District Court pursuant to Section 3-21-9 NMSA 1978. A decision made pursuant to this Zoning Ordinance is final unless an appeal is filed, within 15-days, and as required by law. Substantial deviations from this Zoning Ordinance are considered variances and are a form of appeal and may not be approved by city staff but rather shall be considered by the Planning and Zoning Commission.”

Section 56-150(c) states:

- “1. Aggrieved Persons May Appeal.
A person aggrieved by a decision of the Planning Director, City Engineer, other City staff, or the Planning and Zoning Commission, may file an appeal with the City Administrator. An aggrieved person is one who has a personal or pecuniary interest or property right adversely affected by the decision. The interest must be immediate and substantial, not merely nominal or remote.
2. Submittal Requirements.
An appeal is made by filing a written notice of appeal with the City Administrator which clearly articulates the reasons for the appeal, specifically citing and explaining one or more alleged error:
 - (a) In applying adopted City plans, policies and ordinances in arriving at the decision;
 - (b) In the appealed action or decision, including its stated facts; and/or
 - (c) In acting fraudulently, arbitrarily or capriciously.
3. Review Procedures.
 - (a) An appeal must be filed with the City Administrator within fifteen (15) days after the

date of the decision. Untimely appeals shall not be considered.

- (b) Upon receipt of a notice of appeal, the City Administrator shall transmit to the City Council or the Planning and Zoning Commission, whichever is the appellant body, all the papers and other documents which constitute the record relating to the action appealed. The appeal shall be heard no later than forty-five (45) days from receipt of the appeal by the City Administrator, unless a waiver is mutually agreed upon by all concerned parties.
- (c) An appeal stays all actions by the Planning Director seeking enforcement of or compliance with the decision appealed, unless the Planning Director certifies to the City Council that a stay would cause imminent peril to life or property, because of facts stated in the decision. In which case actions shall not be stayed except by order of the City Council or a court.
- (d) **The City Council, by a concurring vote of two-thirds of all members**, or the Planning and Zoning Commission, by a simple majority, whichever the case might be, may reverse, affirm (wholly or partly), remand back or modify the requirement, decision or determination and shall make any requirement, decision or determination that, in its opinion, ought to be made in order to remedy those situations noted in the appeal.

4. Criteria.

The purpose of the appeal procedure is to determine if the decision being appealed meets the requirements of this Zoning Ordinance. The City Council or the Planning and Zoning Commission, when hearing an appeal, is limited to the following determinations:

- (a) The decision-maker made an error in reviewing whether a standard was met, by a misreading of the facts, plans, regulations or an error in judgment.
- (b) Where conflicting evidence exists, the appeal is limited to determining what evidence or testimony bears the greatest credibility.
- (c) The decision-maker made the decision on standards not contained in this or other City ordinances, regulations or state law; or a standard was applied more strictly or broadly than is appropriate to implement the City's Comprehensive Plan and this Zoning Ordinance.

5. Judicial Review.

The final decision on any application may be appealed to District Court, pursuant to N.M.S.A. 1978, Section 3-21-9, provided all administrative remedies have been exhausted."

In accordance with the appeal process stated above, the appellant filed the appeal on January 8, 2016, which was within 15-days of the date of the decision. The reason for the appeal is stated in the appellant's letter. The City Council, **by a concurring vote of two-thirds** of all members, may reverse, affirm (wholly or partly), remand back or modify the requirement, decision or determination and shall make any requirement, decision or determination that, in its opinion, ought to be made in order to remedy those situations noted in the appeal.

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: 2-4-2016

ATTACHMENTS: Appellant's letter, January 4, 2016 P&Z meeting packet and minutes

January 8, 2016

Dear Mr. Patterson,

Please be advised that this letter is to protest last Monday night's denial of my petition for a setback to accommodate my carport construction. I feel that the committee ruled unfairly.

Last summer I began entertaining the idea of purchasing a new truck, the last one I will ever be able to afford. I am 74 years old and my new trucks useful life will likely exceed mine, so it is very important to me to protect my investment. A carport would help to ensure protection of my investment in personal transportation so I began looking at some of the carports being erected all over town, some of which are in my own subdivision. I wondered if perhaps the zoning standards had been relaxed since there were a number of similar carports in some of my own neighbor's driveways, so I made a call to the building inspector's office to inquire about this. Patti Pistole answered the phone and transferred me to the building inspector's voice mail. I left a message asking that he return my call. When my call was **not** returned I decided to talk to some of the citizens who had the new carports. One Mr. Bill Greene of 909 Valverde, which is in Carter Acres subdivision, told me that he did indeed get a building permit through correct channels. However other residents of Carter Acres have simply gone ahead with construction of carports similar to mine without permitting. I'm not sure if "all" proceeded without the required permits. I have photographs and address' of carports similar to mine, not only in Carter Acres, but in some adjacent subdivisions, many of which were erected without proper permitting. Photographs of those homes will be provided at the appeals meeting.

It is my feeling that the reasons for denial of my petition are invalid and unfair. One reason for denial advanced in the meeting was that approval of my petition would "open the door", so to speak, to allow all manner of unsightly construction in the neighborhood. Well, that door is already opened with other approved variances in the neighborhood. One person expressed concern that residents would be storing "stuff in their carport making the neighborhood appear cluttered. Well, the neighborhood is already cluttered with vehicles, such as cars, trucks, ATV's , all types of trailers, campers and miscellaneous vehicles, and they are not in carports, but in the street, yards, driveways and alleys. Besides, there is a procedure which can be implemented by residents to force violators to "unclutter" if necessary.

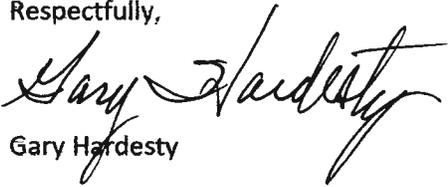
Another concern was safety. Mr. Patterson, I was a Safety Specialist at Mosaic for many years and I strongly disagree that construction of a carport is a safety hazard. Visibility is minimally affected. If visibility was affected, then we have a subdivision over near Mountain Shadow and Callaway Drive that should be evacuated immediately. Additionally, Rio Pecos Condos have carports built right on to the front of each unit which makes it necessary to go through the carport to access the front door making evacuation of Rio Pecos even more urgent. I have looked, and all the houses in Carter Acres with carports are easily accessible for any and all emergency response vehicles. However, I am not denying the existence of safety hazards, particularly, the many cars on both sides of narrow streets.

In conclusion, the following is a partial list of address' which have carports similar to mine installed on the front driveway.

807 Alamosa,
908 Sandia,
907 Sandia,
909 Valverde,
1005 Alamosa,
907 Alamosa,
1810 Solana,
2308 Avenue B,
2305 Avenue C,
3012 Piedras,
3014 Piedras,
2313 Avenue A,
2403 Monte Vista,
807 Pate,
511 North Ash,
410 North Ash,
406 North Ash.

There are numerous other address' around the city of Carlsbad which have carports built on their front driveway. The unfairness of allowing some residents approval of a variance while denying others is obvious. I will gladly pay for the permit but I prefer not to be treated unfairly.

Respectfully,

A handwritten signature in black ink that reads "Gary Hardesty". The signature is written in a cursive style with a large, sweeping initial "G".

Gary Hardesty

MINUTES OF THE REGULAR MEETING OF THE

**City of Carlsbad
Planning & Zoning Commission**

January 4, 2016, at 5:00 p.m.

Meeting Held in the Planning Room

CITY OF CARLSBAD
CARLSBAD, NEW MEXICO

PLANNING AND ZONING COMMISSION

Monday, January 4, 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. Approval of Minutes from the Meeting held December 7, 2015.
4. Consider recommendation for an Infrastructure Reimbursement Application for Tierra Del Sol Housing Corporation for rehabilitation of an affordable housing apartment complex.
5. Consider recommendation for an Infrastructure Reimbursement Application for New Mexico Inter-Faith Community Housing Development Corporation for an affordable housing apartment complex.
6. Consider an Appeal (variance) from Section 56-90(b) Table 6 to allow a front-yard setback variance of 30' from the front property line, which would result in a 9' front-yard setback at 1803 Solana Rd., zoned "R-1" Residential District.
7. Consider an Appeal (variance) from 56-90(b) Table 6 to allow a frontage variance for 5, 1 acre lots to front on a private drive.
8. Consider a Preliminary Plat for Hackberry View Subdivision located at 3001 W. Texas St. creating 5, 1 acre lots.
9. Consider an Appeal (variance) from Section 56-42(t)(1)(c)(i) to allow a number of lots variance of 11 which is 13 short of the required 24, at 2126 W. Texas St. a Mobile Home Park.
10. Consider an Appeal (variance) from Section 56-42(t)(1)(a) to allow a number of acres variance of 1.22 which is 1.78 short of the required 3, at 2126 W. Texas St. a Mobile Home Park.
11. Consider granting a Conditional Use Permit to allow a mobile home park located at 2126 W. Texas St, zoned C-2 Commercial District, in accordance with Section 56-150(f).
12. Report regarding Summary Review Subdivisions.
13. 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, JANUARY 4, 2016, AT 5:00 P.M.

VOTING MEMBERS PRESENT:

**JAMES MCCORMICK
LASON BARNEY
WANDA DURHAM
BRIGIDO GARCIA**

**COMMISSION SECRETARY
COMMISSIONER
COMMISSIONER
COMMISSIONER**

VOTING MEMBERS ABSENT:

JAMES KNOTT

CHAIRPERSON

EX-OFFICIO MEMBERS PRESENT:

**JEFF PATTERSON
GEORGIA GOAD**

**PLANNING DIRECTOR
PLANNING DEPUTY DIRECTOR**

SECRETARY PRESENT:

PATTIE PISTOLE

**PLANNING, ENGINEERING
AND REGULATION DEPARTMENT
SECRETARY**

OTHERS PRESENT:

**SHANNON SUMMERS
WILLIAM P. MILLER
VI MILLER
GARY HARDESTY
JERRY SAMANIEGO
JONATHAN SAMANIEGO
J.R. DOPORTO
CASEY SOWERS
MELISSA LAWRENCE-BRIDGES**

**CDOD
1802 MANZANA ROAD
1802 MANZANA ROAD
1803 SOLANA

2514 W. WYOMING
3022 NATIONAL PARKS HIGHWAY
1007 N. HOWARD**

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 [5:02:18 PM]

0:00:27 **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. McCormick, Mr. Barney, Mr. Garcia**; Absent – **Mr. Knott**.

0:00:53 **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. McCormick, Mr. Barney, Mr. Garcia**; No – None; Abstained – None; Absent – **Mr. Knott**. The motion carried.

0:01:18 **3. Approval of Minutes from the Meeting held December 7, 2015.**

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

0:01:56 **4. Consider recommendation for an Infrastructure Reimbursement Application for Tierra Del Sol Housing Corporation for rehabilitation of an affordable housing apartment complex.**

Mr. Patterson explained that this is a multi-million dollar project that qualifies for up to 1.78 million, but the City only has \$300,000 in the budget. The City could do a budget adjustment, if we need more money for other developers later. Splitting the existing money in half would give \$150,000 each for this project and the next item on the agenda, but the applicant needs \$155,000 to get enough points for state funding. The more we give them, the more they can get from the State. (Their deadline is February 3 for that funding.) The City Council will have to approve any funding recommended by the Planning and Zoning Commission, and the funds will not be disbursed until the work is completed. **Mr. Patterson** also pointed out that this project is just to rehabilitate the existing units; it is not to increase the number of units. There was no public comment.

Ms. Durham made a motion to recommend approval of \$155,000 for the Infrastructure Reimbursement. **Mr. Garcia** seconded the motion. The vote to recommend approval was as follows: **Yes – Ms. Durham, Mr. McCormick, Mr. Barney, Mr. Garcia**; **No – None**; **Abstained – None**; **Absent – Mr. Knott**. The motion carried.

0:15:23 **5. Consider recommendation for an Infrastructure Reimbursement Application for New Mexico Inter-Faith Community Housing Development Corporation for an affordable housing apartment complex.**

Mr. Patterson said that this item is like the previous one. It is more detailed in the packet than the first one. They think they are qualified for \$1,616,485 million, and they have a lot of experience with the State and in putting together their applications. Staff recommends the \$155,000 reimbursement.

Ms. Durham made a motion to recommend approval of \$155,000 for the Infrastructure Reimbursement. **Mr. Garcia** seconded the motion. The vote to recommend approval was as follows: **Yes – Ms. Durham, Mr. McCormick, Mr. Barney, Mr. Garcia**; **No – None**; **Abstained – None**; **Absent – Mr. Knott**. The motion carried.

0:18:58 **6. Consider an Appeal (variance) from Section 56-90(b) Table 6 to allow a front-yard setback variance of 30' from the front property line, which would result in a 9' front-yard setback at 1803 Solana Rd., zoned "R-1" Residential District.**

Mr. Patterson said that Staff is recommending denial. Setbacks are for buffers and provide access for emergencies. In this zone, the front setback is 30'. **Mr. Hardesty** explained that he is 74 years old and had just purchased his last car. He wants to protect it from the frequent hail. He said it is not an access issue, because a gurney can still go through the front door, and emergency vehicles park in the street. He said he thought the standards had relaxed since all the metal carports were being put up in town, so he

went ahead and built it without asking about a building permit. During public comment, several people spoke in favor of the Variance. **Ms. Pistole** said she picks up her granddaughter for school four days a week next door and that the carport does not block her view at all in backing up. The carport is set back nine feet from the sidewalk, and there is an expanse of grass between the sidewalk and the street. **Mr. Miller** agreed there is no visual blockage and that our insurance goes up with each hailstorm. The carport has open sides, and any emergency services would have no problem getting to the front door. **Ms. Lawrence-Bridges** added that vehicles might block a view, but the open carport didn't. She hoped it was approved. **Mr. Garcia** said that the Veilleuxs on the street over who sent an e-mail were afraid of what would be put under the carport. It might end up an open storage in front. **Mr. Miller** argued that if anything was left out, it wouldn't stay there long, because someone would report it and it would be taken care of. **Mr. McCormick** explained that the ordinance for a 30' setback was for visibility and that the applicant should have gotten a permit to begin with. **Ms. Durham** said it sets a bad example to just put something up and then go ask for a variance. The commissioners have to make hard decisions. She doesn't feel good about having it moved, but he should have checked ahead of time. **Mr. Patterson** noted that if this carport is allowed to stay, it would not be an open door for others. Planning and Zoning can make a decision, but it does not set the precedence for others. It is on a case by case basis. It doesn't mean the house next door would get a variance.

Mr. Barney made a motion to deny approval of the Variance. **Ms. Durham** seconded the motion to deny. The vote to deny was as follows: **Yes – Ms. Durham, Mr. Garcia, Mr. Barney**; **No – Mr. McCormick**; **Abstained – None**; **Absent – Mr. Knott**. The motion carried to deny the Variance. **Mr. Patterson** then explained the appeal process to **Mr. Hardesty**.

0:49:03 **7. Consider an Appeal (variance) from 56-90(b) Table 6 to allow a frontage variance for 5, 1 acre lots to front on a private drive.**

Mr. Patterson stated that the applicant wants to subdivide five acres on West Texas, but there isn't frontage on a City street to do so. **Mr. Doporto** wants to install a private drive to count as frontage. Staff recommended denial. **Mr. Doporto** explained that he wants to put in a private drive on the west side, and a fence on Texas Street with a locked gate. The houses would face west, with a view of the mountains towards Hackberry. Lots would be one-acre each, which is hard to find in Carlsbad. There would be an easement, not an alley, for utilities (water, gas and electric). It would all be privately installed and maintained. Each lot owner would put in their own septic tank, which they would qualify for because of the size of the lots. There would be a 30' x 500' ROW where the 12'-wide private road would go, made of asphalt with little curbs. There was discussion about addressing, the narrow width of the road, and giving the code for the gate to emergency personnel. During public comment, **Ms. Summers** from CDOD stated that it sounds like an exciting project for Carlsbad, and she is in favor of it.

Mr. Barney made a motion to approve the Variance for a private drive with a 30' ROW. **Mr. Garcia** seconded the motion. The vote was as follows: **Yes – Ms. Durham, Mr. McCormick, Mr. Barney, Mr. Garcia**; **No – None**; **Abstained – None**; **Absent – Mr. Knott**. The motion carried.

1:17:07 **8. Consider a Preliminary Plat for Hackberry View Subdivision located at 3001 W. Texas St. creating 5, 1 acre lots.**

Mr. Patterson explained that this is in regards to the property in the previous item. The applicant has talked to the City regarding utilities. Conditions for approval may be placed on the plat by the commissioners. Staff recommends approval. There was a question about the different names on the two applications. **Mr. Doporto** said that they are both him. Reynaldo K. is his official name, and J.R. is what he goes by on City Council. The property in question will have 5' side setbacks, 20' back setback, and

15' front setback. **Mr. Doporto** plans to build on the middle lot, in case the others do not sell. There was discussion about placing stipulations on the plat regarding installing utilities before final approval, but it was decided that the easements and private road serve to insure that the properties in the back will have access.

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

1:45:02 **9. Consider an Appeal (variance) from Section 56-42(t)(1)(c)(i) to allow a number of lots variance of 11 which is 13 short of the required 24, at 2126 W. Texas St. a Mobile Home Park.**

The property is the same as that considered about a year ago. **Mr. Patterson** stated that the property was a mobile home park at one time, and had been completely cleared off. The current owner wants another mobile home park, and wants to go through the process for permission to have a park there now. There is not enough acreage for 24 spaces, if all the setbacks are followed, so he wants to have 11. That way there is ample room for all the setbacks. The same request was granted by P & Z in December of 2014 for a different applicant and owner. **Mr. Sowers** explained that he has cleared the land and put in fencing. The state of the park was really bad when he started. He wants to do everything the right way. He also would prefer not to have full-size mobile homes, but have park homes. They are permanently set, with full-size appliances, more like small one-bedroom homes. It was brought up that the satellite photo in the packet shows the old mobile homes still there, and there was a question about all the old trailers behind Suzy Q's. It was clarified that the photo was from over a year ago, and those were all moved from his property to there. **Mr. Sowers** had stipulated that he would not buy the property until they were all moved. **Mr. Patterson** said Code Enforcement is dealing with them to get them permanently removed now. There is one older, handicapped lady living on the property in a mobile home who has been there since before the park started to deteriorate. He does not want to disturb her, because she has been there so long. During public comment **Mr. Doporto** commented how the property had been cleaned up and what a great job they did. For years and years it had been run-down and nasty. When the old lady came there, it was a nice park. He was in favor of the variance. **Ms. Summers** said it is nice to see it get cleaned up, and encourages this type of housing in the area. It would be a good direction to point people when they ask about housing. She supports it. **Mr. Jerry Samaniego** explained that he also had had a park in town that was completely closed and cleaned up and the last guy officially closed down. He understood now, that since it is a new owner the process has to start again, and that they were doing a good job.

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

2:01:23 **10. Consider an Appeal (variance) from Section 56-42(t)(1)(a) to allow a number of acres variance of 1.22 which is 1.78 short of the required 3, at 2126 W. Texas St. a Mobile Home Park.**

This is the same property discussed in the previous item. There was no public comment.

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

2:04:40 **11. Consider granting a Conditional Use Permit to allow a mobile home park located at 2126 W. Texas St, zoned C-2 Commercial District, in accordance with Section 56-150(f).**

Mr. Patterson told the commissioners that this is the same property as in the previous two items. Staff recommended approval if the two previous variances were approved, regarding minimum number of lots and minimum amount of acreage (which they were), and that they get and maintain a yearly business registration.

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

2:08:33 **12. Report regarding Summary Review Subdivisions.**

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

2:11:03 **15. Adjourn.**

There being no further business, the meeting was adjourned.

2:11:11 Stop Recording [7:13:29 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

BOARD OF APPEALS APPLICATION

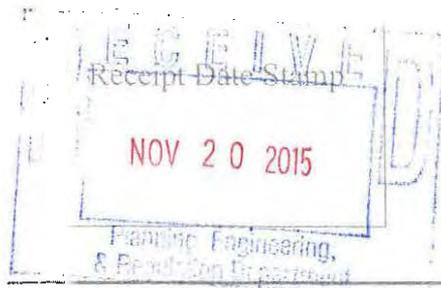
(VARIANCE FROM SUBDIVISION OR ZONING ORDINANCE)

Sec. 47-7 or Sec. 56-150(c)

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.
5. The Planning and Zoning Commission will vote to approve or deny the request. Applicant or his/her representative must be present to address any questions that Planning and Zoning Commissioners may have. Appeals of Planning and Zoning Commission decisions will be heard by the City Council pursuant to Sec. 56-150(c).
6. The **applicant** shall mail notice of the Planning and Zoning Commission hearing, 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.



CITY OF CARLSBAD

Planning, Engineering,
and Regulation Department
PO Box 1569, Carlsbad, NM 88221
Phone (575) 885-1185
Fax (575) 628-8379

BOARD OF APPEALS APPLICATION (VARIANCE FROM SUBDIVISION OR ZONING ORDINANCE) Sec. 47-7 or Sec. 56-150(c)

Application Date: _____

Fee Paid (\$50.00): V PVP

APPLICANT INFORMATION:

NAME		ADDRESS		
<u>GARY HARDESTY</u>		<u>1803 SOLANA RD</u>		
CITY	STATE	ZIP	PHONE	EMAIL
<u>CARLSBAD</u>	<u>NM</u>	<u>88220</u>	<u>575-361-7768</u>	<u>garhar42@gmail.com</u>

PROPERTY OWNER INFORMATION (IF DIFFERENT FROM APPLICANT):

NAME		ADDRESS		
CITY	STATE	ZIP	PHONE	EMAIL

LEGAL DESCRIPTION AND/OR STREET ADDRESS OF PROPERTY (FOR WHICH VARIANCE IS REQUESTED): 1803 SOLANA Residence

TYPE OF REQUEST (CHECK ONE):

VARIANCE FROM THE SUBDIVISION REGULATIONS (CHAPTER 47 - CODE OF ORDINANCES) AS PROVIDED FOR IN SECTION 47-7, VARIANCES.

SPECIFY REGULATION AND/OR SUBSECTION: _____

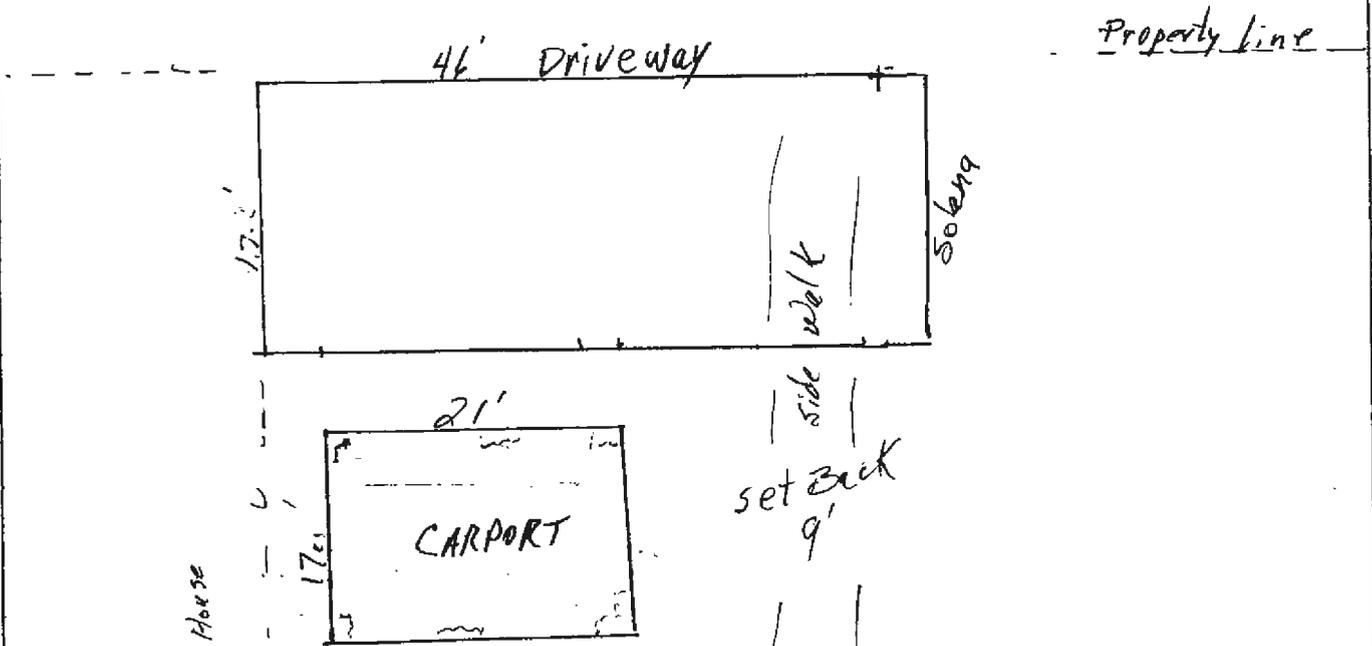
VARIANCE FROM THE ZONING ORDINANCE (CHAPTER 56 - CODE OF ORDINANCES) AS PROVIDED FOR IN SECTION 56-150(c).

SPECIFY REGULATION AND/OR SUBSECTION: _____

JUSTIFICATION FOR REQUEST AND SITE PLAN: (Describe the topographical uniqueness of the property or extreme practical difficulties or undue hardship that would result from the strict application of the requirement(s) contained in the ordinance section from which the variance is requested. Include a site plan drawn to scale or with accurate dimensions showing property lines, existing and proposed fences and/or walls, setbacks, building and structure locations and parking areas. Attach a separate sheet if necessary.)

Background: When I moved into this subdivision some 44 years ago most of the households had only one vehicle and many had a single car garage or carport. Now it is not uncommon for households to have 4 or even more vehicles parked in the yards and driveways, or on the adjacent street, and with changing weather patterns, Carlsbad seems to be much more susceptible to hail storms causing untold millions of dollars of damage to vehicles in the area. Insurance costs are constantly rising and the cost of a new vehicle is at an all-time high even when allowing for inflation, necessitating the need for carports.

I myself recently purchased my final new vehicle. I say final because I am 73 years old and on a fixed income and at the rate new vehicle prices are increasing I will very likely be unable to get another in this lifetime. So, carports are no longer a convenience but a necessity for an expensive investment in personal transportation.



Zoning Ordinance

Criteria for Appeals - Sec. 56-150(c)(4):

The purpose of the appeal procedure is to determine if the decision being appealed meets the requirements of this Zoning Ordinance. The City Council or the Planning and Zoning Commission, when hearing an appeal, is limited to the following determinations:

- (a) The decision-maker made an error in reviewing whether a standard was met, by a misreading of the facts, plans, regulations or an error in judgment.
- (b) Where conflicting evidence exists, the appeal is limited to determining what evidence or testimony bears the greatest credibility.
- (c) The decision-maker made the decision on standards not contained in this or other City ordinances, regulations or state law; or a standard was applied more strictly or broadly than is appropriate to implement the City's Comprehensive Plan and this Zoning Ordinance.

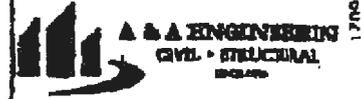
Subdivision Regulations

Criteria for Appeals – Sec. 47-7

Whenever, in the opinion of the board of appeals, the strict application of the requirements contained in this chapter would result in extreme practical difficulties or undue misuse of property, the board may modify such requirements as are necessary so that the subdivider is allowed to develop his/her property in a reasonable manner providing that the public interests of the community and its citizens are protected and the general intent and spirit of these regulations are preserved. **The board shall grant such a variance or modification only upon determination that:**

1. The variance will not be detrimental to the public health, safety and general welfare of the community;
2. The variance will not adversely affect the reasonable development of adjacent property;
3. The variance is justified because of topographic or other special conditions unique to the property involved in contradistinction to mere inconvenience or financial disadvantage;
4. The variance is consistent with the objectives of this chapter and will not have the effect of nullifying the intent or purpose of this chapter or the comprehensive plan;
5. The variance has been shown to be in the best interest of the general public and not only of interest to the developer, land owner or other interested party;
- 6 The hardship must not be pecuniary and must be a direct result of the land location, topography or other characteristic;
- 7 Where a variance is requested from the required provision of sidewalks, and ADA compliant, alternative route to the nearest bus stop or school is required. If an alternative route cannot be provided, a variance shall not be approved.

FOR OFFICIAL USE ONLY:			
Required prior to P & Z:			
Complete Application Including:	<input type="checkbox"/> Site Plan	<input type="checkbox"/> Fee	<input type="checkbox"/> Notification
	<input type="checkbox"/> Sign Posting Agreement		<input type="checkbox"/> Letter of Explanation
	<input type="checkbox"/> ABM	<input type="checkbox"/> Staff Comments	<input type="checkbox"/> Sign Posted
			<input type="checkbox"/> Application Packet
P & Z Action:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> Other
			Date: _____



2911 Southmead Pl., Suite 117
Tomball, TX 77375
Tel: (281) 293-1100
Fax: (281) 293-0901



2825 Interstate 40
Kearville, AL 37048
Tel: 1-404-86-3788
Fax: 1-404-86-0021

OWNER: COAST TO COAST

LOCATION: TEXAS

DESCRIPTION: 12 TO 30 A-FRAME W/LEAN-TO

DATE: 4/12/2010

PROJECT NUMBER: 091-10-0247

DRAWN BY: JMS

CHECKED BY: OA

DRAWING TITLE: SIDE ELEVATIONS

SHEET NO.: 1 OF 2

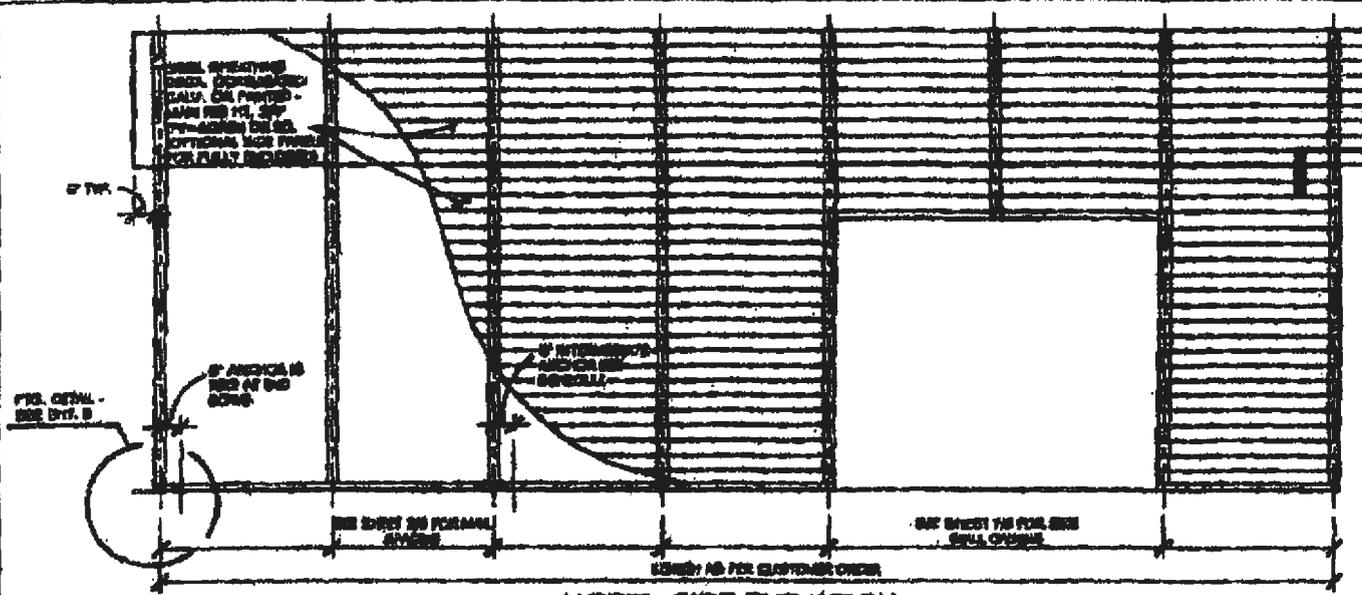
STRUCTURAL ONLY



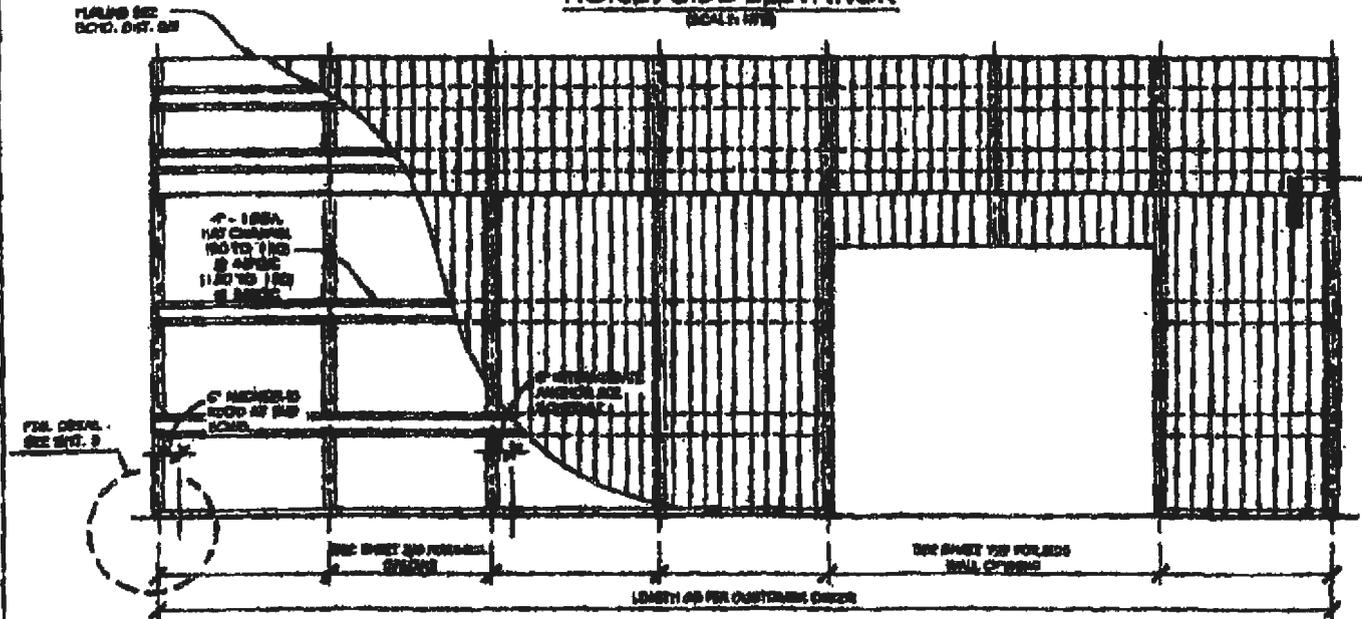
APR 27 2010

NANGIA, ENGR. OF TX

DATE: 4/14/2010



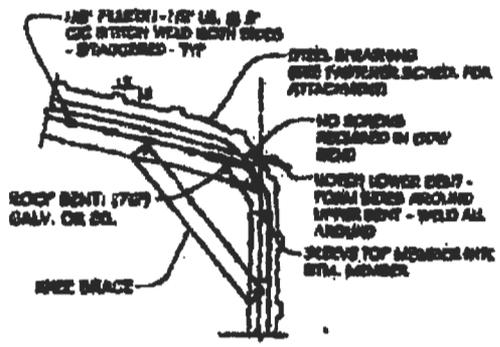
HORIZ. SIDE ELEVATION
SCALE: 1/8\"/>



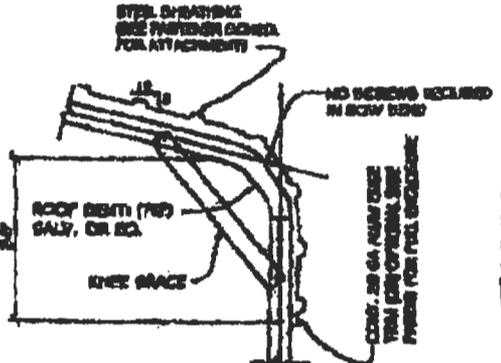
VERTICAL SIDE ELEVATION
SCALE: 1/8\"/>

1
5

2
5

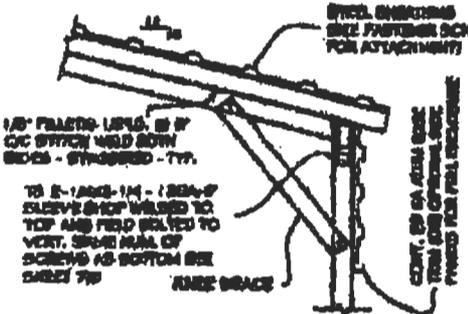


REGULAR DOUBLE BOW SECTION DETAIL
SCALE: 1/8\"/>

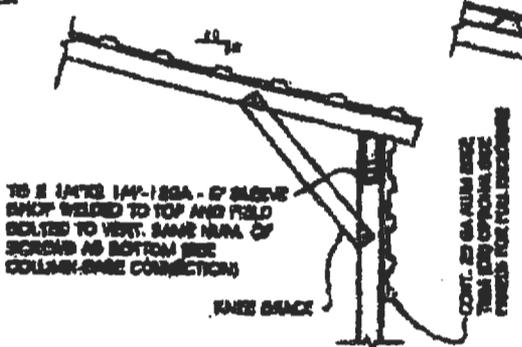


REGULAR SINGLE BOW SECTION DETAIL
SCALE: 1/8\"/>

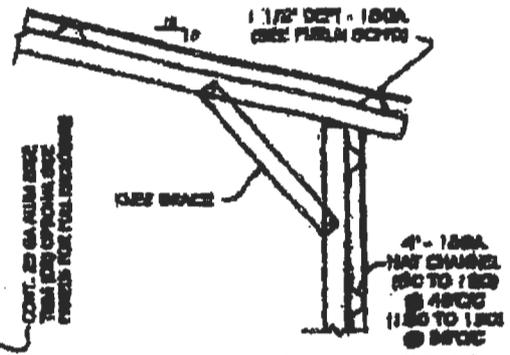
PURLIN SCHED.	
SNOW LOAD	HAT CHANNEL SPACING
20	48\"/>
50	48\"/>



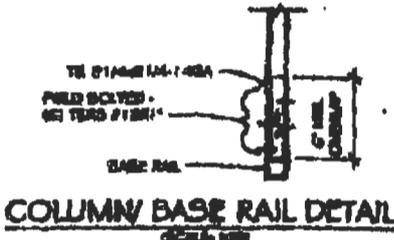
A-FRAME DOUBLE BOW SECTION DETAIL
SCALE: 1/8\"/>



A-FRAME SINGLE BOW SECTION DETAIL
SCALE: 1/8\"/>



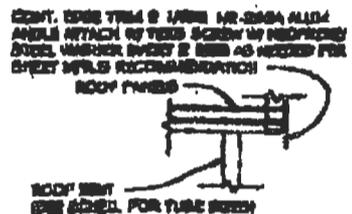
TYPICAL A-FRAME VERTICAL SECTION DETAIL
SCALE: 1/8\"/>



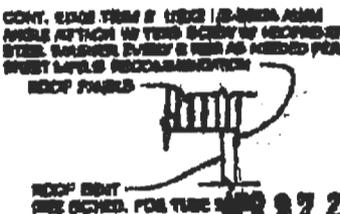
COLUMN BASE RAIL DETAIL
SCALE: 1/8\"/>



TRIM DETAIL
SCALE: 1/8\"/>



EDGE DETAIL
SCALE: 1/8\"/>



EDGE DETAIL
SCALE: 1/8\"/>

A & A ENGINEER
CIVIL & STRUCTURAL ENGINEER

201 E. Randleman Pl., Suite 0
The Woodlands, TX 77380

TEL: (281) 363-1111
FAX: (281) 363-1199

FOR: **COAST TO COAST CARPORTS, INC.**

12255 Independence Rd
The Woodlands, TX 77380

TEL: (281) 363-1111
FAX: (281) 363-1199

OWNER: **COAST TO COAST**

LOCATION: **TEXAS**

DESCRIPTION: **18 TO 30 A-FRAME W/ LEAN-TI)**

DATE: **4/12/2010**

PROJECT NUMBER: **031-10-0247**

DRAWN BY: **JMS**

CHECKED BY: **OA**

DRAWING TITLE: **SECTION DETAILS**

SHEET NO. 1

STRUCTURAL ONLY

STATE OF TEXAS

REGISTERED PROFESSIONAL ENGINEER

CHARLES J. NANGIA

NO. 11394

APR 27 2010

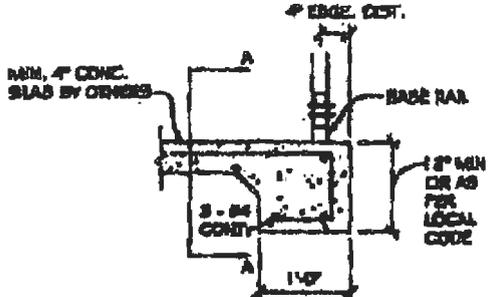
NANGIA ENGR. OF TEXAS

4/12/2010

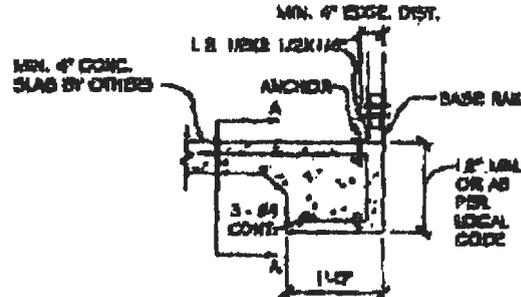
09-06-2011 11:19 EANS COTT 94270

09-06-2011 11:19 EANS COTT 94270

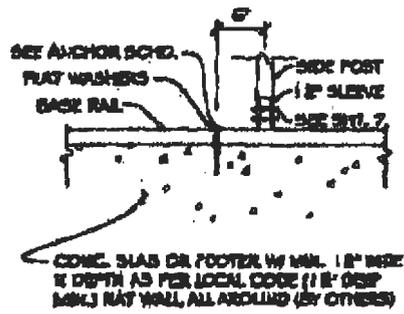
PAGE 10



BASE ANCHOR ON CONC. SLAB SECTION
SCALE: NTS



ALTERNATE, FRAME FLUSH W/ CONC. SECTION
SCALE: NTS



SECTION A-A
SCALE: NTS

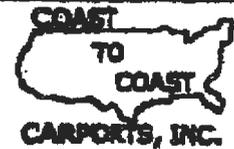
ANCHOR SIZE OPTIONS SCHEDULE

	WIND SPEED (MPH)		BASE ANCHOR		ALTERNATE ANCHOR		REMARKS	CARPORT WIDTH
	80 - 120	130 - 150	80 - 120	130 - 150	80 - 120	130 - 150		
1	5/8"	3/4"	7"	10"	5"	7"	INSERT W/ EPOXY IN CONC.	ALL SIZES
2	5/8"	3/4"	7"	10"	5"	7"	EXPANSION BOLTS	ALL SIZES
3	5/8"	3/4"	7"	10"	5"	7"	WEDGE ANCHORS IN CONC.	ALL SIZES

- NOTE:**
1. PROVIDE A MIN. OF (1) ANCHOR AT ±6" FROM CENTER OF EACH POST
 2. ALL ANCHORS SHALL BE A507 OR BETTER
 3. ASSUMED BOLT BEARING CAPACITY IS TO BE A MIN. 1200 LBS
 4. CONCRETE STRENGTH TO BE A MIN. OF 2500 PSI AT 28 DAYS



2911 Westchester Pl., Suite B Tulsa, OK 74128 Tel: (918) 435-3883 Fax: (918) 435-4983



2825 Independence St. Ft. Worth, TX 76105 Tel: 817-499-4700 Fax: 817-499-0221

OWNER: COAST TO COAST

LOCATION: TEXAS

DESCRIPTION: 12 TO 30 A-FRAME W/ LEAN-TO

DATE: 4/12/2010

PROJECT NUMBER: 031-10-0247

DRAWN BY: JMS

CHECKED BY: DA

DRAWING TITLE: CONC. SLAB ANCHORAGE

SHEET NO. 1 OF 1

STRUCTURAL ONLY



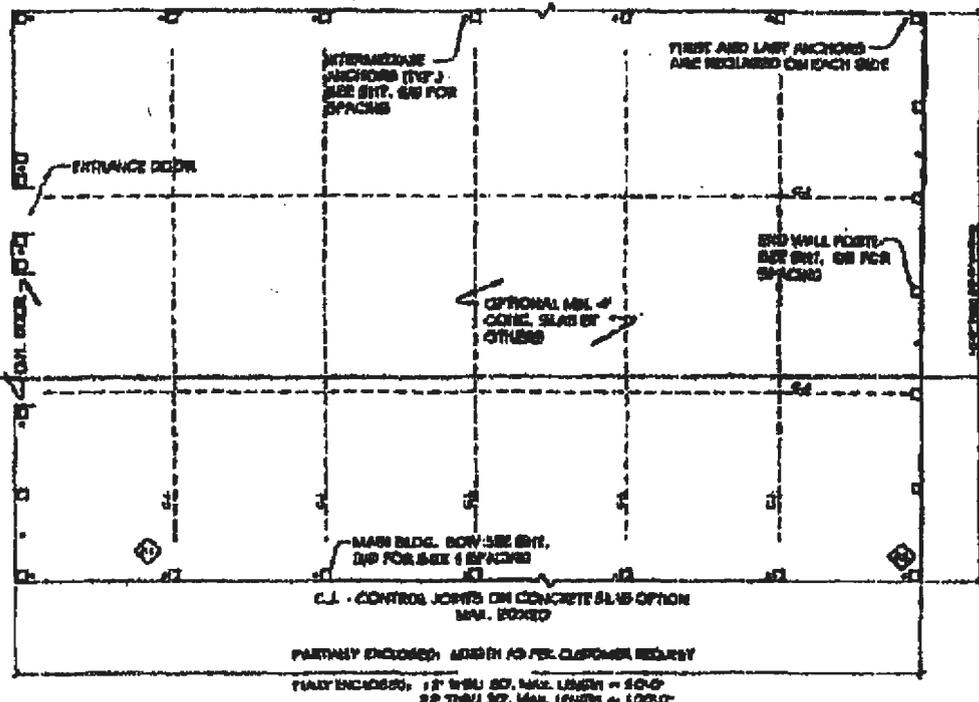
APR 17 2010
CHANDLER P. AMBIA ENGR. OF TX
F400010

09-06-2011 11:19

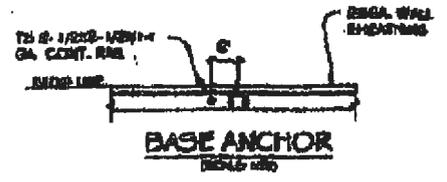
12:22:12 09-06-2011

10/11

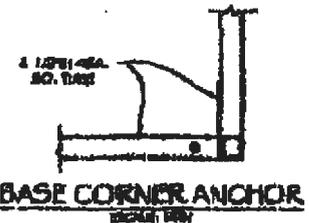
PARTIAL DOOR SIZES AND LOCATIONS ARE CUSTOMER REQUEST



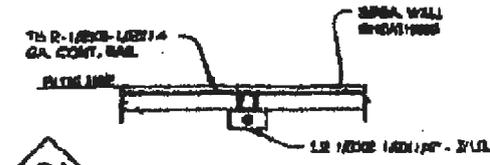
FLOOR PLAN
SCALE: 1/8" = 1'-0"



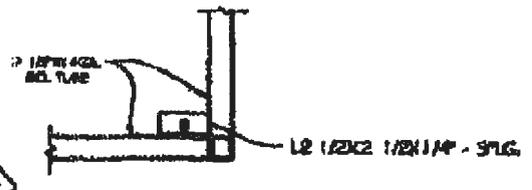
BASE ANCHOR
SCALE: 1/8" = 1'-0"



BASE CORNER ANCHOR
SCALE: 1/8" = 1'-0"



ALTERNATE ANCHOR
SCALE: 1/8" = 1'-0"



ALTERNATE CORNER ANCHOR
SCALE: 1/8" = 1'-0"

• ANCHORS, DET. OPTIONS AND SPACING SEE DET. 88

• FIRST AND LAST ANCHORS ARE REQUIRED ON EACH SIDE

A & A ENGINEERING
CIVIL • STRUCTURAL
DESIGN

2001 Redwood Dr., Suite B 761-297-2810
Tulsa, OK 74116 Fax: (918) 281-0211

COAST TO COAST

CARPORTS, INC.

2323 Emerald Dr P.O. Box 68100
Kennesaw, GA 70135 Phone: 770-429-8888

OWNER: COAST TO COAST

LOCATION: NEW MEXICO

DESCRIPTION: 12 TO 30 A-FRAME W/ LEAN-TO

DATE: 4/12/2010

PROJECT NUMBER: 081-10-0046

DRAWN BY: JMB

CHECKED BY: QA

DRAWING TITLE: FLOOR PLAN

SHEET NO. 1 2 OF 8



DATE: 4/19/2010

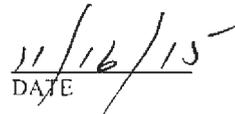
NOTIFICATION SIGN POSTING AGREEMENT

Notification of Public Hearings before the City of Carlsbad Planning and Zoning Commission is required pursuant to Sec. 56-140(i).

- Signs shall be posted a minimum of 5 days prior to and shall be removed a maximum of 5 days after the public hearing.
- If the sign is not posted as required, the application will be delayed and will not be considered at the public hearing as scheduled.
- The sign shall be posted at the street side property line with a secure stake provided by the applicant.

I have read and understand these requirements. I understand where the sign is to be located and my obligation to post the sign prior to the public hearing and remove it afterwards.


APPLICANT SIGNATURE


DATE

Sign issued by: 
Staff Member

Date: Nov. 16, 2015

Dear Property Owner,

This letter serves as legal notification of a pending action before the City of Carlsbad Planning and Zoning Commission in accordance with Code of Ordinances Sec. 56-140(i). You are being notified because you are a property owner within one-hundred feet (100') of the subject site.

Applicant: GARY HARDESTY 1803 SOLANA 575-341-2768
Name Address Phone

Subject Site Location: 1803 Solana

The proposed action is a:

Zoning Change from _____ to _____ in accordance with Sec. 56-150(b).

Variance/Appeal from Sec. 56-150(c) in accordance with Sec. 56-150(c).

The purpose of the variance/appeal is:

9' front setback, instead of 30'

Conditional Use Permit in accordance with Sec. 56-150(f). The purpose of the permit is for a:

Home Occupation: _____

Other Use: _____

The Planning and Zoning Commission will consider this request at a Public Hearing on:

Date: January 4, 2016

Time: 5:00pm

Place: City Hall Planning Room, 2nd Floor

101 N. Halagueno St.

Carlsbad, NM 88220

The Code of Ordinances can be found on the City's website www.cityofcarlsbadnm.com.

For details about this request contact the applicant OR contact the City Planner at 575-885-1185 or via email at jepatterson@cityofcarlsbadnm.com.

Sincerely,



Applicant/Agent

7015 0640 0006 7749 1463

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CARLSBAD, NM 88220

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.49
Total Postage and Fees	\$3.94



Sent To
JAMES GIBB
 Street and Apt. No., or PO Box No.
1801 SOLANA RD
 City, State, ZIP+4®
CARLSBAD NM 88220

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™

7015 0640 0006 7750 8239

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<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.49
Total Postage and Fees	\$3.94



Sent To
Alana Catina Pistole
 Street and Apt. No., or PO Box No.
1805 SOLANA RD
 City, State, ZIP+4®
CARLSBAD NM 88220

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™

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Extra Services & Fees (check box, add fee as appropriate)	\$0.00
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<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.49
Total Postage and Fees	\$3.94



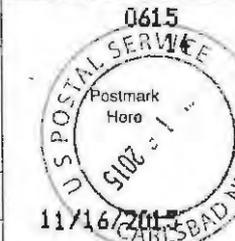
Sent To **LEROY & ROBIN BOSTICK**
Street and Apt. No., or PO Box No.
1512 CONCORD AVE.
City, State, ZIP+4®
CARLSBAD NM 88220

U.S. Postal Service™
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CARLSBAD, NM 88221

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Extra Services & Fees (check box, add fee as appropriate)	\$0.00
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<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.49
Total Postage and Fees	\$3.94



Sent To **MARY PARRAS**
Street and Apt. No., or PO Box No.
PO Box 1024
City, State, ZIP+4®
CARLSBAD NM 88220

7015 0640 0006 7750 1209

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Postage	\$0.49
Total Postage and Fees	\$3.94



Sent To **CARLOS DELGADO**
Street and Apt. No., or PO Box No.
1807 MANZANA RD
City, State, ZIP+4®
CARLSBAD NM 88220

7015 0640 0006 7750 1223

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<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.49
Total Postage and Fees	\$3.94



Sent To **Edilberto Luz MORENO**
Street and Apt. No., or PO Box No.
1801 MANZANA RD
City, State, ZIP+4®
CARLSBAD NM 88220

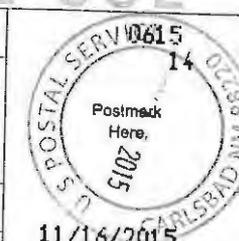
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<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.49
Total Postage and Fees	\$3.94



Sent To **John + Jerry Sue BIGELOW**
Street and Apt. No., or PO Box No.
1805 MANZANA RD
City, State, ZIP+4®
CARLSBAD NM 88220

7015 0640 0006 7750 1216

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CARLSBAD, NM 88220

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Postage	\$0.49
Total Postage and Fees	\$3.94



Sent To **PAUL + VI MILLER**
Street and Apt. No., or PO Box No.
1800 MANZANA RD
City, State, ZIP+4®
CARLSBAD NM 88220

7015 0640 0006 7750 1230

7015 0640 0006 7750 1247

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Extra Services & Fees (check box, add fee to postage)	\$0.00
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<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.49
Total Postage and Fees	\$3.94



Sent To: MIKE & PAT VELLEUX
 Street and Apt. No., or PO Box No.: 1804 MANZANA RD
 City, State, ZIP+4®: CARLSBAD NM 88220

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7015 0640 0006 7750 1254

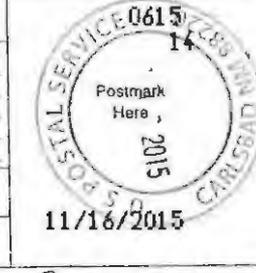
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Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee to postage)	\$0.00
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<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.49
Total Postage and Fees	\$3.94



Sent To: DOUG & MARTHA CHERRY
 Street and Apt. No., or PO Box No.: 1806 MANZANA RD
 City, State, ZIP+4®: CARLSBAD NM 88220

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7015 0640 0006 7750 1261

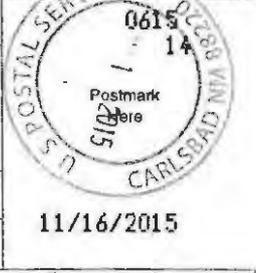
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CARLSBAD, NM 88220

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee to postage)	\$0.00
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<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.49
Total Postage and Fees	\$3.94



Sent To: GEORGE & JANICE LOWERY
 Street and Apt. No., or PO Box No.: 1808 MANZANA RD
 City, State, ZIP+4®: CARLSBAD NM 88220

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



Jeff Patterson <jepatterson@cityofcarlsbadnm.com>

Variance for 1803 Solana, Gary Hardesty

1 message

Pat Veilleux <patriciaaveilleux@yahoo.com>

Tue, Nov 24, 2015 at 4:13 PM

Reply-To: Pat Veilleux <patriciaaveilleux@yahoo.com>

To: "jepatterson@cityofcarlsbadnm.com" <jepatterson@cityofcarlsbadnm.com>

November 24, 2015

Dear City of Carlsbad Planning and Zoning Commission:

We received a certified letter regarding a Variance/Appeal from Sec. 56-150(c) for Gary Hardesty, who resides at 1803 Solana, Carlsbad, New Mexico. We wish to OPPOSE this Variance/Appeal.

We have resided at 1804 Manzana Road, Carlsbad, New Mexico, since January 1, 1981. Mr. Hardesty has resided across our back alley the entirety of the time we have lived here. Mr. Hardesty is a great neighbor, as well as a friend, so we do not wish to hurt our relationship with him in any way. However, we do have a very serious concern about this variance and the subsequent actions of others if this is allowed to go through. We have already heard from several of our immediate neighbors that "if he can do it, than so can we!" The carport Gary has put up looks very nice, and it does not affect us in any way, however, if allowed, the carports of our neighbors who have expressed interest in following suit, would directly affect us. Our view would be directly blocked from our front entrance and it is our fear that although his carport looks nice, who is to say that others would look as nice, and then who is to say what could be placed under those carports! We feel it could lead to a very "junked up" neighborhood, and thereby lower our property values. Once this gate is opened, a number of unsightly things can happen that would be impossible to prevent.

We also feel this is a safety issue as well. With carports blocking the views of homes, we feel it would be harder for police and fire departments to quickly and efficiently locate and identify potential safety hazards when in an emergency situation as their views would be impaired upon approach.

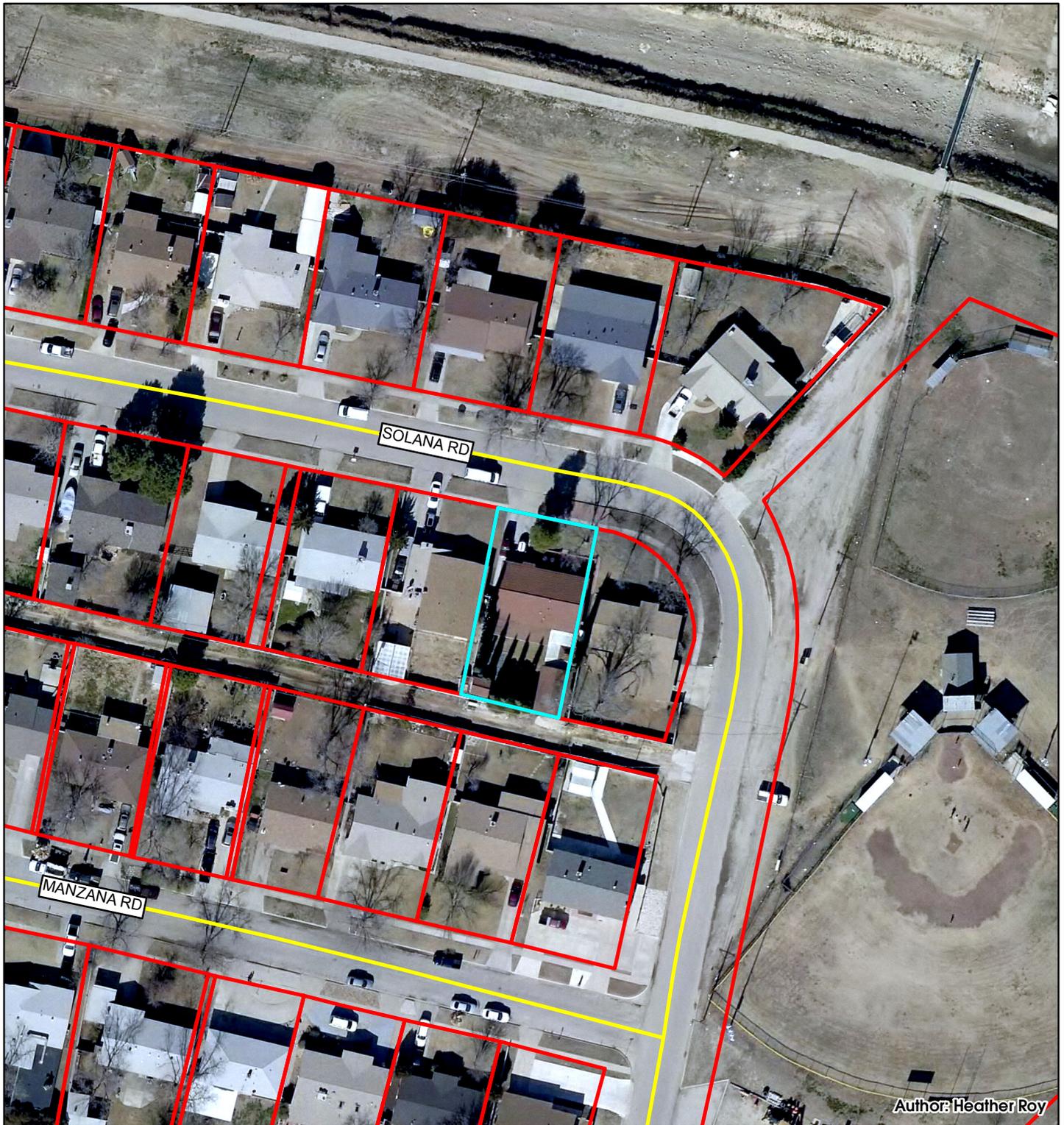
Therefore, we strongly request that you DENY this Variance/Appeal!

Thank you for your consideration in this matter.

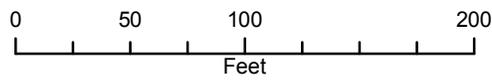
Sincerely,

Mike and Pat Veilleux
1804 Manzana Road
Carlsbad, New Mexico 88220
(575) 885-2463



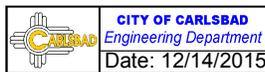


Author: Heather Roy

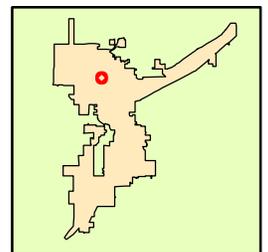


Legend

-  Roads
-  Parcel



IMPORTANT: Maps, products and data are NOT surveyor quality and are only to be used as a reference.



CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 9 February 2016

DEPARTMENT: Legal	BY: E. Riordan	DATE: 7 January 2016
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SUBJECT: Proposed revisions to Chapter 3 of the Code of Ordinances to prohibit the feeding of feral pigeons and to require the abatement of nuisances caused by feral pigeons

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

Large flocks of feral pigeons can be an urban nuisance. They and their nesting materials can accumulate on roofs, in open buildings, and other structures causing damage to the structures and ventilation systems. Accumulations of their droppings are not only unsightly and impair the use and enjoyment of outdoor spaces, but can also foster the development of certain fungi and other organisms that can cause illnesses in humans.

One of the most efficient long-term methods to control excess feral pigeon populations is to limit their access to food, shelter, and nesting materials. This proposed ordinance would make it illegal to provide food to pigeons whether done intentionally or through the improper disposal of trash. The ordinance would still allow feeding done as part of an appropriate pigeon population control program. The Ordinance would also require the abatement of a pigeon nuisance. A pigeon nuisance is defined as “the congregation of Pigeons at a location when such congregation of Pigeons results in the accumulation of Pigeon droppings or other Pigeon-related waste. In addition, Pigeon Nuisance shall include the accumulation of Pigeon excrement, nesting materials, Pigeon carcasses, and/or other Pigeon-related detritus that may be damaging to property, pose a threat to public health and welfare.”

The ordinance defines “pigeon” as Columba livia also known as Rock Dove or Rock Pigeon. The ordinance specifically excludes domestic pigeons used for recreation, racing, or show from its limitations.

DEPARTMENT RECOMMENDATION:

Adopt the proposed ordinance

BOARD/COMMISSION/COMMITTEE ACTION: None

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

Reviewed by:
City Administrator /s/ Steve McCutcheon **Date:** November 20, 2015

ATTACHMENT(S): Draft Ordinance

ORDINANCE NO. 2016-_____

AN ORDINANCE CREATING SECTION 6-17 OF THE CODE OF ORDINANCES, CITY OF CARLSBAD, NEW MEXICO REGARDING PIGEON NUISANCES AND PROHIBITING THE HARBORAGE OR FEEDING OF FERAL PIGEONS.

WHEREAS, feral pigeons, also known as Rock Pigeons or Rock Doves, are not native to North America; and

WHEREAS, according to the U.S. National Library of Medicine, National Institutes of Health, feral pigeons and their excreta can harbor human pathogenic organisms; and

WHEREAS, large flocks of feral pigeons can cause damage to buildings and ventilation systems and interfere with the use and enjoyment of outdoor facilities; and

WHEREAS, in order to prevent and abate the nuisances caused by feral pigeons, the City wishes to reduce the feral pigeon population; and

WHEREAS, one of the most efficient methods of controlling the feral pigeon population is to control the feral pigeons' access to food and roosting or breeding sites.

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

Chapter 6, Article I shall be amended to include a new Section 6-17 - Abatement of Pigeon Nuisance, stating:

(a) Definitions.

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

Abate shall mean to reduce, stop or prevent a Pigeon Nuisance

Feeding shall mean providing food to Pigeons. Food may include, but is not limited to grain, seed, greens, breadcrumbs and other miscellaneous food scraps, including garbage not properly contained or disposed of. Feeding shall not include the providing of food to Pigeons as part of an appropriate population control or flock reduction program.

Pigeon shall mean *Columba livia*, also known as the Rock Pigeon or Rock Dove. For the purposes of this section, "Pigeon" includes any feral pigeon and does not include domestic pigeons used for recreation, racing, or show.

Pigeon Harborage shall mean any condition which provides shelter, nesting sites, or protection for Pigeons; thus favoring their multiplication and continued inhabitancy in, under, or outside a structure or premise. Housing, care, or shelter provided for injured or ill Pigeons that are being rehabilitated is not considered Pigeon Harborage.

Pigeon Nuisance shall mean the congregation of Pigeons at a location when such congregation of Pigeons results in the accumulation of Pigeon droppings or other Pigeon-related waste. In addition, Pigeon Nuisance shall include the accumulation of Pigeon excrement, nesting materials, Pigeon carcasses, and/or other Pigeon-related detritus that may be damaging to property, pose a threat to public health and welfare.

Pigeon-proofing shall mean actions taken to abate a Pigeon Nuisance. The actions may include, but are not limited to:

- (1) construction to prevent the ingress of Pigeons into or under buildings or structures from the exterior;
- (2) steps taken to prevent the congregation of Pigeons in a given location including the addition of anti-roosting spikes, mesh, or other materials to prevent roosting; or
- (3) the removal or covering of sources of food for Pigeons.

Property shall mean real property and/or improvements including land, buildings, and structures regardless of use for residential, commercial, or other purposes.

Responsible Party shall mean the person or persons who hold legal or equitable interest in Property which empowers them to take appropriate actions to Abate a Pigeon Nuisance found to exist on that Property. This may include, but not be limited to a person with ownership, condominium rights, time-share rights, leasehold rights or an easement, license, contractual right, and any right or obligation to manage or act as agent or trustee for any person holding any of the foregoing interests. The owner of real property shall be presumed to be a Responsible Party.

(b) Investigation and Abatement of a Pigeon Nuisance.

- (1) There shall be an investigation of any complaint made to the City Administrator or the City Administrator's designee to determine if a Pigeon Nuisance exists. In addition, the City Administrator or the City Administrator's designee may initiate an investigation to determine if a Pigeon Nuisance exists when there has been no complaint made.
- (2) The City Administrator or the City Administrator's designee shall determine if a Pigeon Nuisance exists.
- (3) The City Administrator or the City Administrator's designee shall attempt to contact the property owner and any person on the property who appears to be a Responsible Party to notify them that a Pigeon Nuisance has been determined to exist.
- (4) An Abatement Agreement may provide for the use of any Pigeon-proofing method agreed upon by the City Administrator or the City Administrator's designee and the Responsible Party. If the Abatement and/or Pigeon-proofing involves the removal of accumulations of Pigeon excrement, nesting materials, Pigeon carcasses or other Pigeon-related detritus, the method selected for such removal shall protect human

health and ensure that ground water, surface water and real property are not contaminated by the waste.

- (5) If the City Administrator or the City Administrator's designee determines that the Responsible Party is in violation of this ordinance and is unwilling to comply with this ordinance, or if the Responsible Party fails to act on or complete the terms and conditions agreed to in an Abatement Agreement by the time or times set forth in the Agreement, the City Administrator or the City Administrator's designee may proceed to seek the penalties provided in Section 1-6 of the Code of Ordinances.

(c) Inspection of Buildings, Premises and Vacant Lots.

The City Administrator or the City Administrator's designee is authorized, by obtaining consent of the owner or occupant, and at reasonable times, to make such inspections of property as is necessary to perform a thorough investigation. For the purpose of making such inspections, the City Administrator or the City Administrator's designee is authorized to enter onto premises to examine and/or survey property only after reasonable notice to and consent from the owner and any person occupying the property. Such entry shall be made in a manner as to cause the least reasonably possible inconvenience to the person in control of the property. In the event that entry is denied the City Administrator or the City Administrator's designee shall obtain a court order for this purpose from a court of competent jurisdiction.

(d) Pigeon Feeding Violations and Penalties.

- (1) It is a violation of this ordinance for any person to intentionally Feed Pigeons on any public or private property within the City of Carlsbad.
- (2) It is a violation of this ordinance for any person to permit or allow the placement or discard of food, food by-products, vegetables, garbage or animal food of any kind in a manner that such persons knows will reasonably result in the Feeding, lingering, roosting, and/or congregating of Pigeons.
- (3) This prohibition does not extend to domesticated birds used for recreation, racing, or show, or to injured or ill Pigeons that are being rehabilitated and are kept at all times in cages or that are prevented from creating Pigeon Nuisance conditions.
- (4) This prohibition does not extend to birdseed or bird food set out in bird feeders or otherwise provided to birds other than Pigeons, provided that the birdseed or bird food does not attract significant numbers of Pigeons or create conditions that constitute a Pigeon Nuisance.
- (5) Each act in violation of this section shall constitute a public nuisance and a separate violation. Any person who violates this section shall be subject to the penalties set forth in Section 1-6 of the Code of Ordinances.

(e) Pigeon Nuisance Violations and Penalties.

- (1) No person shall create or foster any condition or allow any condition to exist or continue which in any way harbors a number of Pigeons or results in an infestation of Pigeons that would constitute a Pigeon Nuisance.
- (2) No person shall allow the accumulation of Pigeon excrement, nesting materials, Pigeon carcasses and/or other Pigeon-related detritus that would constitute a Pigeon Nuisance on property where the person is the owner or occupant.

- (3) Each act in violation of this section shall constitute a public nuisance and a separate violation. Any person who violates this section shall be subject to the penalties set forth in Section 1-6 of the Code of Ordinances.

(f) Additional Remedies.

Nothing in this ordinance shall be construed to preclude the City from seeking any other remedy available in law or equity.

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

DALE JANWAY, MAYOR

ATTEST:

CITY CLERK

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 9 February 2016

DEPARTMENT: Legal	BY: E. Riordan	DATE: 4 February 2016
SUBJECT: Revisions to the Ordinances regarding the City of Carlsbad Police Department's Citizen Advisory Board to decrease the number of Board Members, change the members' residency requirements, and reduce the frequency of the Board's meetings		
BACKGROUND, ANALYSIS AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)		
<p>In January 2011, the City Council adopted Ordinance No. 2011-01 creating the City of Carlsbad Police Department's Citizen Advisory Board. The Board was to help create and foster a working partnership between the Police Department and the diverse residential and business communities within the City. The Board consisted of nine members. Two members were to reside in each City Council Ward, and one member could reside in any Ward. The Board was to have meetings at least monthly. In Ordinance No. 2011-03, the Board membership was increased from nine to 11 members.</p> <p>It was difficult to set Board meetings. A quorum of the Board was six members. Rarely was a quorum available to hold a meeting. In order to make scheduling meetings more feasible, the Board's membership was reduced from 11 back to nine, the original number of members, in Ordinance No. 2012-10. The difficulties in holding meetings persisted, however.</p> <p>In order to make the Board practicable, Board Members recommended that its number of members be further reduced, that the requirement that members reside in specific Wards be deleted, and that the mandatory meetings be reduced from monthly to quarterly.</p> <p>This proposed ordinance would adopt all of those proposed revisions. It would reduce the total number of members to seven. Six of the members would be residents of the City. One member could be a resident of the City or Eddy County. Board meetings would be held at least quarterly. The Board could set additional meetings as needed.</p>		
DEPARTMENT RECOMMENDATION: Adopt the proposed ordinance.		
BOARD/COMMISSION/COMMITTEE ACTION: N/A		
<input type="checkbox"/> P & Z <input type="checkbox"/> Museum Board <input type="checkbox"/> Library Board	<input type="checkbox"/> Lodgers Tax Board <input type="checkbox"/> San Jose Board <input type="checkbox"/> North Mesa Board	<input type="checkbox"/> Cemetery Board <input type="checkbox"/> Water Board <input type="checkbox"/> _____ Committee
		} <input type="checkbox"/> APPROVED } } <input type="checkbox"/> DISAPPROVED

Reviewed by:
 City Administrator: /s/ Steve McCutcheon Date: 4 February 2016

ATTACHMENT(S):
 Draft Ordinance

ORDINANCE NO. 2016-_____

AN ORDINANCE AMENDING ORDINANCES NO. 2011-01 AND 2012-10 REGARDING THE CITY OF CARLSBAD POLICE DEPARTMENT'S CITIZEN ADVISORY BOARD; DECREASING THE NUMBER OF MEMBERS OF THE BOARD FROM NINE TO SEVEN, AMENDING THE MEMBERS' RESIDENCY REQUIREMENTS, AND CHANGING THE FREQUENCY OF MEETINGS FROM MONTHLY TO QUARTERLY.

WHEREAS, on January 11, 2011, the governing body of the City of Carlsbad adopted Ordinance No. 2011-01; and

WHEREAS, Ordinance No. 2011-01 established the City of Carlsbad Police Department's Citizen Advisory Board, hereinafter the "Board"; and

WHEREAS, one of the purposes of the Board is to create a working partnership with all of the diverse residential and business communities within the City of Carlsbad; and

WHEREAS, pursuant to that ordinance, the Board was to consist of nine (9) members - two (2) from each Carlsbad City Council Ward and one (1) from any Ward within the City; and

WHEREAS, in Ordinance No. 2011-03 the number of Board members was increased from nine (9) to eleven (11); and

WHEREAS, it was difficult to have a quorum of Board members present in order to conduct business; and

WHEREAS, in Ordinance No. 2012-10 the membership of the board was reduced from eleven (11) back to nine (9), the original number of members; and

WHEREAS, even with the return of membership to its original size, the Board has found it difficult to find enough interested people willing to become members and to have a quorum of Board members attend a meeting; and

WHEREAS, in order to facilitate the operation of the Board, the Board has recommended that the number of its members be reduced again from nine (9) to seven (7), the requirement that the members be from certain City Council Wards be eliminated, and the frequency of the meetings be reduced from monthly to quarterly;

NOW THEREFORE, be it ordained by the Governing Body of the City of Carlsbad, County of Eddy, State of New Mexico, as follows:

1. Paragraph 1 as stated in Ordinance No. 2012-10 and codified as Sec. 2-290.90 of the Code of Ordinances of the City of Carlsbad shall be amended to state:

The Board shall consist of seven (7) members. The members shall be appointed by the mayor, with the consent and approval of the city council. Six (6) members shall be chosen from the residents of Carlsbad and one (1) member may be a resident of Carlsbad or may be a resident of Eddy County.

2. Sec. 2-290.92 of the Code of Ordinances of the City of Carlsbad shall be amended to state:

The Board shall meet at least quarterly and at such other times as may seem to them fit and proper.

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

DALE JANWAY, MAYOR

ATTEST:

CITY CLERK

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

COUNCIL MEETING DATE: 02/09/16

DEPARTMENT: Wastewater	BY: Luis Camero, Director of Utilities  <small>Digitally signed by Luis Camero DN: cn=Luis Camero, o=City of Carlsbad, ou, email=lcamero@cityofcarlsbad.com, c=US Date: 2016.02.03 13:48:30 -0700</small>	DATE: 02/03/16
SUBJECT: Loan/Grant No. 328-WTB		
SYNOPSIS, HISTORY and IMPACT (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.): <p>The 2015 New Mexico Water Trust Board (WTB) application cycle awarded funds in the amount of \$2.3 Million to the City of Carlsbad for construction of the Wastewater Effluent Reuse Phase 5-A project. This phase of the project consist mainly on building additional storage, upgrading the effluent pumping station and effluent chlorine treatment facilities, and upsizing part of the effluent pipeline between the Wastewater Treatment plant and Municipal Golf Course.</p> <p>The funding received from the WTB is in the form of \$1.5 Million grant and a \$1.0 Million loan, the enclosed resolution authorizes the execution and delivery of the project fund loan/grant agreement between the New Mexico Finance Authority and the City of Carlsbad.</p>		
DEPARTMENT RECOMMENDATION: Approval and adoption of Resolution No. 2016-06 is recommended		
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 <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>Feb 4, 2016</u>		

ATTACHMENTS: Resolution



Thereupon, there were officially filed with the City Clerk copies of a proposed Resolution and Water Project Fund Loan/Grant Agreement in final form, the proposed Resolution being as hereinafter set forth:

[Remainder of page intentionally left blank.]

CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO
RESOLUTION NO. 2016-06

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“FINANCE AUTHORITY” OR THE “LENDER/GRANTOR”) AND THE CITY OF CARLSBAD (THE “BORROWER/GRANTEE”), IN THE TOTAL AMOUNT OF TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF IMPROVEMENTS TO THE EXISTING EFFLUENT REUSE SYSTEM TO INCREASE STORAGE AND DELIVERY AND TO EXTEND THE EFFLUENT WATER SYSTEM TO CITY PARKS ON BOTH SIDES OF THE PECOS RIVER, NORTH OF GREEN ST., TO INCLUDE CONSTRUCTION OF THE STORAGE AND PUMPING COMPONENTS TO BE LOCATED AT THE WASTEWATER TREATMENT PLANT, AND THE UPGRADE OF THE EFFLUENT WATERLINE FROM 10 INCH TO 12 INCH, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET SYSTEM REVENUES OF THE JOINT WATER AND WASTEWATER SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Resolution unless the context requires otherwise.

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Resolution and the form of the Loan/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. As used in this Resolution, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-10, as amended, and enactments of the Governing Body relating to the Loan/Grant Agreement, including this Resolution, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 2.5 of the Policies), which, in combination with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, is sufficient to complete the Project. The Additional Funding Amount is five hundred thousand dollars (\$500,000).

“Administrative Fee” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

“Authorized Officers” means any one or more of the Mayor, Finance Director/Treasurer, City Administrator and City Clerk of the Borrower/Grantee.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Borrower/Grantee” means the City of Carlsbad in Eddy County, New Mexico.

“Closing Date” means the date of execution of the Loan/Grant Agreement by the Borrower/Grantee and the Finance Authority.

“Colonias Infrastructure Act” means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

“Completion Date” means the date of final payment of the cost of the Project.

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

“Eligible Legal Cost” has the meaning given to that term in the Loan/Grant Agreement.

“Eligible Fiscal Agent Fees” has the meaning given to that term in the Loan/Grant Agreement.

“Expense Account” means the account established by the Finance Authority in accordance with this Resolution and held by the Finance Authority to pay the Expenses incurred by the Lender/Grantor in connection with the Loan/Grant Agreement and the Loan/Grant.

“Expenses” means the costs of the Lender/Grantor of originating and administering the Loan/Grant, including Eligible Legal Costs and Eligible Fiscal Agent Fees to the extent allowed under the Act, the Board Rules and applicable policies of the Water Trust Board.

“Finance Authority” means the New Mexico Finance Authority.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Lender/Grantor establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the City Council of the Borrower/Grantee, or any future successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and equals one million five hundred thousand dollars (\$1,500,000).

“Gross Revenues” means all income and revenues directly or indirectly derived by the Borrower/Grantee from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Borrower/Grantee, or any municipal corporation or agency succeeding to the rights of the Borrower/Grantee, from the System and from the sale and use of water and sanitary sewer services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefor or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Borrower/Grantee and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

“Lender/Grantor” means the Finance Authority.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and equals one million dollars (\$1,000,000).

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and equals two million five hundred thousand dollars (\$2,500,000).

“Loan/Grant Agreement” means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee, and the Finance Authority as authorized by this Resolution.

“Net System Revenues” means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacement and repairs, required set asides for debt and replacement requirements, including the debt service reserve requirement established by Ordinance No. 2009-01 and the debt service reserve requirement and replacement reserve requirement established by Ordinance No. 2010-01, and any other payments from the gross revenues reasonably required for operation of the water and wastewater utility system.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Borrower/Grantee directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Borrower/Grantee's general fund, liabilities incurred by the Borrower/Grantee as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

“Pledged Revenues” means the Net System Revenues of the Borrower/Grantee pledged to the payment of the Loan Amount and Administrative Fee pursuant to this Resolution and the Loan/Grant Agreement and described in the Term Sheet.

“Project” means the project described in the Term Sheet.

“Project Account” means the book account established by the Finance Authority in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the Finance Authority.

“Qualifying Water Project” means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) restoration and management of watersheds; (iv) flood prevention or (v) conservation, recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

“Resolution” means this Resolution as it may be supplemented or amended from time to time.

“State” means the State of New Mexico.

“System” means the joint water and wastewater utility system evidenced by Ordinance No. 1998-12 (water rates) and Ordinance No. 2010-11 (sewer rates), of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part.

“Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement.

“Useful Life” means the structural and material design life of the Project, including planning and design features, which shall not be less than twenty (20) years as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to NMSA 1978, § 72-4A-9, as amended, and held and administered by the Finance Authority.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Borrower/Grantee and the public it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the best interest of the public health, safety, and welfare of the public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement,

will utilize, operate and maintain the Project for the duration of its Useful Life, which is not less than twenty (20) years, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and other amounts available to the Borrower/Grantee, will be sufficient to complete the Project and pay Expenses. If the Borrower/Grantee is unable to provide the Additional Funding Amount within six (6) months after the Closing Date, the Loan/Grant Agreement shall at the option of the Finance Authority, terminate and be of no further force or effect.

F. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and has represented that it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant.

G. The Borrower/Grantee has or will acquire title to or easements or rights of way on the real property upon which the Project is being constructed or located prior to the disbursement of any portion of the Loan/Grant Amount for use for construction.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of one million five hundred thousand dollars (\$1,500,000) and borrowing the Loan Amount of one million dollars (\$1,000,000) to be utilized solely for the purpose of completing the Project and paying Expenses, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project and to pay Expenses.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of one million five hundred thousand dollars (\$1,500,000) and the Loan shall be in the amount of one million dollars (\$1,000,000). Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was

adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account and Expense Account. The Borrower/Grantee hereby consents to creation of the Project Account and the Expense Account by the Finance Authority and further approves of the deposit or crediting of a portion of the Loan/Grant Amount in the Expense Account. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for the purpose of acquiring the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement or to pay Expenses.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. Finance Authority Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The Finance Authority shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the Finance Authority for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the Finance Authority as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount and the Administrative Fee, which lien shall be subordinate to any lien on the Pledged Revenues existing on the Closing Date and, further, shall be subordinate to all other indebtedness secured or that may in the future be secured by the Pledged Revenues, except, however, that the lien shall be on parity with any other lien, present or future, for the repayment of any other loan provided to the Borrower/Grantee by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Resolution Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Closing Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Borrower/Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

[Remainder of page intentionally left blank.]

[Form of Notice of Adoption of Resolution for Publication]
CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO
NOTICE OF ADOPTION OF RESOLUTION

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 2016-06, duly adopted and approved by the City Council of the City of Carlsbad on February 9, 2016. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the City Clerk, at 101 North Halagueno, Carlsbad, New Mexico 88220.

The title of the Resolution is:

CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO
RESOLUTION NO. 2016-06

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“FINANCE AUTHORITY” OR THE “LENDER/GRANTOR”) AND THE CITY OF CARLSBAD (THE “BORROWER/GRANTEE”), IN THE TOTAL AMOUNT OF TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF IMPROVEMENTS TO THE EXISTING EFFLUENT REUSE SYSTEM TO INCREASE STORAGE AND DELIVERY AND TO EXTEND THE EFFLUENT WATER SYSTEM TO CITY PARKS ON BOTH SIDES OF THE PECOS RIVER, NORTH OF GREEN ST., TO INCLUDE CONSTRUCTION OF THE STORAGE AND PUMPING COMPONENTS TO BE LOCATED AT THE WASTEWATER TREATMENT PLANT, AND THE UPGRADE OF THE EFFLUENT WATERLINE FROM 10 INCH TO 12 INCH, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET SYSTEM REVENUES OF THE JOINT WATER AND WASTEWATER SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[End of Form of Notice of Adoption for Publication]

PASSED, APPROVED AND ADOPTED THIS 9TH DAY OF FEBRUARY, 2016.

CITY OF CARLSBAD,
EDDY COUNTY, NEW MEXICO

By _____
Dale W. Janway, Mayor

ATTEST:

Annette Barrick, City Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

The motion to adopt the Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye:

Those Voting Nay:

Those Absent:

_____ (__) Members of the Governing Body having voted in favor of the motion, the Mayor declared the motion carried and the Resolution adopted, whereupon the Mayor and City Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting upon motion duly made, seconded and carried, was adjourned.

CITY OF CARLSBAD,
EDDY COUNTY, NEW MEXICO

By _____
Dale W. Janway, Mayor

ATTEST:

By _____
Annette Barrick, City Clerk

[Remainder of page intentionally left blank.]

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

I, Annette Barrick, the duly qualified and acting City Clerk of the City of Carlsbad (the “Borrower/Grantee”), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Council of the Borrower/Grantee (the “Governing Body”), had and taken at a duly called regular meeting held in the Municipal Building, located at 101 North Halagueno, Carlsbad, New Mexico, on February 9, 2016 at the hour of 6:00 p.m., insofar as the same relate to the adoption of Resolution No. 2016-06 and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's Open Meetings Act Resolution No. 2015-27, adopted and approved on July 14, 2015 in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of March, 2016.

CITY OF CARLSBAD,
EDDY COUNTY, NEW MEXICO

By _____
Annette Barrick, City Clerk

EXHIBIT "A"

Notice of Meeting, Meeting Agenda and Minutes

RESOLUTION

City of Carlsbad

PARTICIPATION IN CAPITAL OUTLAY PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Carlsbad and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHEREAS, the total cost of the project will be \$320,000.00 to be funded by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 100% or \$320,000.00

and

b. City of Carlsbad's proportional matching share shall be 0% or \$0.00

TOTAL PROJECT COST IS \$320,000.00

City of Carlsbad shall pay all costs, which exceed the total amount of \$320,000.00

Now therefore, be it resolved in official session that The City of Carlsbad determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on **June 30, 2019 (for Laws of 2015)** and the City of Carlsbad incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the City of Carlsbad to enter into Cooperative Agreement Control Number C2150929 with the New Mexico Department of Transportation for Capital Outlay (**Laws of 2015**) to plan, design, and construct improvements to Callaway drive, including utilities, lighting, sidewalks, and pedestrian amenities within the control of the City of Carlsbad in Carlsbad in Eddy County, New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

Dale Janway, Mayor

DATE

Steve McCutcheon, City Administrator

DATE

RESOLUTION NO. 2016-_____

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

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

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

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

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

Mayor

ATTEST:

City Clerk

FIRST VERIFICATION (Prior to Actual Disposal)

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

[Signature]
Tom Carlson, Director of Public Works

[Signature]
Luis R. Camero, Director of Utilities

[Signature]
Richard D. Lopez, Fire Chief

[Signature]
Kent Waller, Police Chief

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

Signed and sworn to me this 21st day of January, _____, by Tom Carlson, Director of Public Works.

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

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

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

Signed and sworn to me this 19th day of January, 2016 by Luis R. Camero, Director of Utilities.

My commission expires: 9/23/2018 [Signature]
Notary Public

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

Signed and sworn to me this 21st day of January, 2016 by Richard D. Lopez, Fire Chief.

My commission expires: 9/23/2018 [Signature]
Notary Public

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

Signed and sworn to me this 21st day of Jan, 2016, by Kent Waller, Chief of Police.

My commission expires: Aug 04, 2017 [Signature]
Notary Public

UNUSABLE OR OBSOLETE CITY PROPERTY

Department: POLICE Date: 12-4-15

Department Head: KENT WALLER

The City property described below is unusable or obsolete and has been. It is recommended that the governing body declare such property unusable or obsolete and authorize disposition by public sale or as otherwise provided by law.

Item #	Description	Inventory #
	MOVING TRAFFIC RADAR W/TUNING FORK	965
	MOVING TRAFFIC RADAR W/TUNING FORK	967
	EAGLE SERIES RADAR	9024
	WHELEN SIREN BOX 295HF	9861
	LIGHT SWITCH BOX	7433
	SCRAMBLER	1288
	MIDLAND MOBILE RADIO W/SCAN & TONE	930
	SCRAMBLER	1274
	MIDLAND RADIO	1207
	SCRAMBLER	1276
	MIDLAND RADIO SPEAKER	1221
	SCRAMBLER	1277
	EAGLE RADAR UNIT	11446
	MIDLAND RADIO SPEAKER	1208
	EAGLE SERIES RADAR W/ANTENNA	6685
	EAGLE SERIES RADAR W/ANTENNA	6695
	EAGLE SERIES RADAR W/ANTENNA	6672
	WHELEN ELECTRONIC 9 SWITCH SIREN	12084
	SIREN & SPEAKER	990
	SIREN & SPEAKER	991
	FEDERAL SIGNAL SIREN BOX	7454
	FEDERAL SIGNAL SIREN BOX	6796

**No document for this
Agenda Item**

ECONOMIC INDICATORS
Planning, Engineering, & Regulation Department
JANUARY 2016

NEW BUSINESS REGISTRATIONS			
MONTH	14-15 FISCAL YEAR	15-16 FISCAL YEAR	% CHANGE
July	30	35	+17%
August	33	31	-6%
September	23	34	+48%
October	36	25	-31%
November	21	27	+29%
December	25	17	-32%
January	33	31	-6%
February	25		
March	53		
April	40		
May	39		
June	35		
Year to Date	393	200	

NUMBER OF BUILDING PERMITS			
MONTH	14-15 FISCAL YEAR	15-16 FISCAL YEAR	% CHANGE
July	470	370	-21%
August	340	264	-22%
September	248	319	+29%
October	265	205	-23%
November	219	178	-19%
December	272	132	-51%
January	268	162	-40%
February	263		
March	246		
April	296		
May	336		
June	387		
Year to Date	3,610	1,630	

VALUATION OF BUILDING PERMITS			
MONTH	14-15 FISCAL YEAR	15-16 FISCAL YEAR	% CHANGE
July	\$ 6,124,408	\$ 3,089,789	-50%
August	4,959,752	11,956,107	+141%
September	2,902,896	3,851,413	+33%
October	3,829,060	2,603,480	-32%
November	8,683,603	2,543,927	-71%
December	4,576,302	3,171,532	-31%
January	9,838,506	1,830,155	-81%
February	4,477,983		
March	4,537,478		
April	10,049,898		
May	4,514,039		
June	4,675,419		
Year to Date	\$69,169,344	\$29,046,403	