



AGENDA

Carlsbad City Council Regular Meeting at the
Municipal Building, 101 North Halagueno Street
Carlsbad, New Mexico
July 12, 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 the Regular City Council Meeting held on June 28, 2016

B. City Personnel Report

C. Monthly Reports:

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

D. Board Appointments:

- 1) Carlsbad Cemetery Advisory Board: Reappoint-Joanna Sieberg, Irene Rubio, Adan Rodriquez for 2-year terms
- 2) Carlsbad Golf Course Advisory Board: Reappoint-Myrna Cournoyer, Bobbie Young for 4-year terms and Appoint-John Caraway for a 4-year term
- 3) San Jose Sr. Recreation Center: Reappoint-Pat Jones, Franceal Lucia, Julia Williams for 4-year terms
- 4) Walter Gerrells Performing Arts and Exhibition Center Advisory Board: Reappoint-Mark Barela, 4-year term, Appoint: Damian Capello for 4-year term

E. Contracts and Agreements:

- 1) Consider approval of agreement between the City and J. Wayne Bevers, dba: Chaparral Claims & Investigations, LLC, for Claims Administration and Adjustment Services
- 2) Consider approval of the Memorandum of Understanding between the City of Carlsbad and the NM Law Enforcement Professional Standards Council for Accreditation Participation

3. Consider appointment of Leo B. Estrada, for City Councilor Ward 2, to replace Councilor Sandra Nunley

4. Consider approval of Resolution No. 2016-31, a Resolution for the Requirements for Notice of Public Meetings of the Governing Body, Boards, Commissions, Committees, Agencies, Authorities or other Policymaking Bodies of the City of Carlsbad

5. Council Committee Reports

6. 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, July 26, 2016 at 6:00 p.m.
- Regular meeting - Tuesday, August 9, 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.

**LINKED MINUTES OF REGULAR MEETING OF THE CITY COUNCIL OF THE
CITY OF CARLSBAD, NEW MEXICO, HELD IN THE MUNICIPAL BUILDING
ON JUNE 28, 2016 AT 6:00 P.M.**

Present: Dale Janway Mayor
Lisa A. Anaya Flores Councilor
Edward T. Rodriguez Councilor
Sandra K. Nunley Councilor
J. R. Doporto Councilor
Wesley A. Carter Councilor
Jason Shirley Councilor
Richard Doss Councilor
Janell E. Whitlock Councilor

Absent:

Also Present: Steve McCutcheon City Administrator
Stephanie Shumsky Deputy City Administrator
Annette Barrick City Clerk
LaVelta Jenkins City Treasurer
Jeff Patterson Planning, Eng., & Reg. Director
Georgia Goad
Luis Camero Public Works Utilities Director
Thomas Carlson Public Works Director
Richard Lopez Fire Chief
Kent D. Waller Police Chief
Patsy Jackson-Christopher Director of Arts & Culture
Steve Hendley Director of Parks & Recreation

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

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

0:00:01 Invocation - Pledge of Allegiance

0:00:32 **Mayor Janway asked Councilor Nunley and former Mayor Perkowski to join him for a presentation.**

Mr. Perkowski said he is proud to be present and honored to send Councilor Nunley on her way. He said Councilor Nunley has been a great asset to the school system and to the City. He thanked her for all her time and hard work.

Mr. McCutcheon said he has dreaded this date for some time. He said he has received good council, sound advice, and good support from Councilor Nunley. He said her

service to the City of Carlsbad has always been unwavering. He added she has been a tremendous Councilor and he wishes her the best in her retirement.

Councilor Doss said he has known Councilor Nunley for a very long time. He said he has enjoyed being on Council with her and will look forward to her returning to visit.

Councilor Rodriguez said he has known Sandra for some time. He said they worked together in the school district and he has been fortunate to have her knowledge behind the bench. He thanked her.

Councilor Carter thanked Councilor Nunley for everything she has done for her constituents and her students. He said he has appreciated her and she will be missed.

Councilor Anaya Flores said she has had the pleasure and honor to work with Councilor Nunley in the school district and as a Council member. She said Councilor Nunley always been an admirable person, who she respects. She said she hopes she has a wonderful retirement and is happy for her.

Councilor Whitlock said Councilor Nunley has been as solid as a rock and on behalf of the citizens of Carlsbad and her constituents, we appreciate your service.

Councilor Shirley said he appreciated her honest and fair opinions, what she has done in the school system, and for her constituents. He said she has been a real asset to the community and wishes her the best.

Councilor Doport thanked her for all she has done for Ward 2. He said it has been a pleasure to serve with her. He added she was always looking out for her students and wishes her the best of luck.

Ms. Theresa Rodriguez said Sandy was her mentor and she appreciates everything she taught her. She added she will miss her dearly.

Mayor Janway said Councilor Nunley has been an outstanding educator and Councilor to the City of Carlsbad and declared May 6, 2016 as Sandra Nunley day.

Ms. Kelly Barta thanked her for her leadership and her service. She said she is such an inspiration to many in the community and she will be missed.

Chief Waller said he has known Sandra for a long time and thanked her for her service.

0:12:16 **Councilor Nunley** thanked Gary for getting her started on the Parks and Recreation Board. She thanked Mayor Forrest for appointing her to the City Council. She also thanked Mayor Janway for being a wonderful Mayor and said she will really

miss Carlsbad. She said it has been a privilege to serve and she hates to leave but knows she is leaving her constituents in good hands and thanked them all.

0:13:44 **Mayor Janway said there is a presentation by the president of Visions of Autism Advocacy Group, Kim Sanchez.**

Ms. Sanchez said they are present today to help the community become more autism friendly. She said the entire board is on the spectrum, has a child or family member on the spectrum, or has a passion for anything that deals with Autism. She explained the group would like to work with the City to implement safety for Autism. She said there are a lot of misconceptions about autism.

Ms. Shellie Boughey explained there are three primary goals of the group. She said one is to explain what ASD behaviors are so they can be identified by first responders. She said the second is to advocate through suggested interventions and lastly is to change the perception through visions that work for Carlsbad. She said children with autism are fascinated by water and 50% of them drown. She said there needs to be an open dialog to work together as a team. She said Visions of Autism seeks to build a partnership with families, first responders, and the community through support, training, and advocacy and she is asking the support of the Council to make it happen.

0:19:31 **Chief Lopez** said he would be happy to meet with the group to evaluate the training needed and take care of it.

Chief Waller said he is willing to get together and coordinate the needed training.

Councilor Anaya Flores suggested developing a registration for families with the police and fire departments.

Ms. Boughey said everyone on the Board are becoming certified autism trainers and will develop training to implement in Carlsbad to train teachers, first responders, and anyone else interested, free of charge. **Mayor Janway** thanked them all for coming tonight.

0:22:25 **1. APPROVAL OF AGENDA**

0:22:28 **Motion**

The motion was made by Councilor Doporto and seconded by Councilor Anaya Flores to approve the Agenda

0:22:32 **Vote**

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

0:22:45 **2. PRESENTATION OF MAY 2016 FINANCIAL REPORT**

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

0:24:24 **3. CONSIDER APPROVAL OF RESOLUTION NO 2016-29, A RESOLUTION MAKING CERTAIN BUDGETARY ADJUSTMENTS TO THE 2015-2016 FY BUDGET**

Mrs. Gonzales reviewed the revenue and expenditures making certain Budgetary Adjustments to the 2015-2016 Fiscal Year Budget highlighting the General Fund, the Capital Outlay GRT Fund, the Municipal Transit Fund, the Solid Waste Fund, the Sports Complex Fund, the NMFA Loans-Governmental Fund, the NMFA Loans-Solid Waste Fund, the Capital Outlay GRT Bond, the 2002 Sales Tax Bond Fund, the Municipal Court Trust Fund, and the WIPP Acceleration Fund.

0:28:27 **Mr. McCutcheon** said there are a large amount of transfers in preparation for the year end close and to ensure the funds are properly put in place.

0:29:16 **Motion**

The motion was made by Councilor Nunley and seconded by Councilor Anaya Flores to approve Resolution No. 2016-29, a Resolution making certain Budgetary Adjustments to the 2015-2016 FY Budget

0:29:24 **Vote**

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

0:29:39 **4. ROUTINE AND REGULAR BUSINESS**

- A. Minutes of the Regular City Council Meeting held on June 14, 2016
- B. City Personnel Report
- C. Check Register D. Purchasing:
 - 1) Consider approval to Award RFP No 2016-14, to Carlsbad Cruises for the lease and operation of Port Jefferson
 - 2) Consider approval to Award Bid No 2016-18, to Advanced Pest Management for Pest Control Services for FY 2016-2017
 - 3) Consider approval to Award Bid No 2016-19, to James Hamilton Construction for Ready Mix Concrete for FY 2016-2017
- E. Monthly Reports:
 - 1) Arts and Culture Monthly Department Report, May 2016
 - 2) Sports and Recreation Department Monthly Report, May 2016
 - 3) Utilities Department Monthly Report, May 2016
- F. Board Appointments:
 - 1) Carlsbad Parks and Recreation Advisory Board: John Barry and Denton McCullough, 4- year terms
 - 2) Walter Gerrell's Performing Arts Center: Todd Hyden and Christopher Walls, 4-year terms

- G. Contracts and Agreements:
- 1) Consider approval of First Renewal Agreement between the City of Carlsbad and Orlando M. Garza for Grounds Keeping and Maintenance Services of Citywide Landscapes, Medians, Gateways, and Properties
 - 2) Consider approval of Agreement between the City of Carlsbad and NM Department of Transportation for a new Street light at NM-200 and US 62-180
- H. Set Date: (August 9, 2016)
- 1) An Ordinance Rezoning part of "C-2" Commercial District to "R-1" Residential District for an approximately 1.83 Acre Lot, located at 118 West Rose Street, Legally Described as Tract 66, Assessor's Plat Amended, SE ¼, SE ¼, Sec. 18, Township 22 South, Range 27 East, Pursuant to Section 3-21-1 et. seq. NMSA 1978 and Sections 56-150(B) and 56-140(I), Carlsbad Code of Ordinances
 - 2) An Ordinance Rezoning part of "C-2" Commercial District to "R-1" Residential District for an approximately .50 Acre Lot, located at 205 West Rose Street, Legally Described as Block L, Lot 2, Hemler Subdivision, Pursuant to Section 3-21-1 et. seq. NMSA 1978 and Sections 56-150(B) and 56-140(I), Carlsbad Code of Ordinances
 - 3) An Ordinance Rezoning part of "C-2" Commercial District to "R-1" Residential District for an approximately 0.96 Acre Lot, Located at 206 West Rose Street, Legally Described as Tract 67, Assessor's Plat, Map of the E ½ of Sec. 18, T22S, R27E, Pursuant to Section 3-21-1 et. seq. NMSA 1978 and Sections 56-150(B) and 56-140(I), Carlsbad Code of Ordinances
 - 4) An Ordinance Rezoning part of "C-2" Commercial District to "R-1" Residential District for an approximately 0.55 Acre Lot, Located at 208 West Rose Street, Legally Described as the East Half of Tract 68, in SWSE described beg 190'W & 30'N of SE Cor SWSE, N306', W 80', S to Public Hwy, E to POB, Assessor's Plat of Sec. 18, T22S, R27E, Pursuant to Section 3-21-1 et. seq. NMSA 1978 and Sections 56-150(B) and 56-140(I), Carlsbad Code of Ordinances
 - 5) An Ordinance Rezoning part of "C-2" Commercial District to "R-1" Residential District for an approximately 0.37 Acre Lot, located at 209 West Rose Street, Legally Described as Block L, Lot 3, Hemler Subdivision, Pursuant to Section 3-21-1 et. seq. NMSA 1978 and Sections 56-150(B) and 56-140(I), Carlsbad Code of Ordinances

0:30:00 **Mayor Janway asked Mr. McCutcheon to discuss item G.1 Consider approval of First Renewal Agreement between the City of Carlsbad and Orlando M. Garza for Grounds Keeping and Maintenance Services of City wide landscapes, medians, gateways, and properties.**

Mr. McCutcheon explained this item is a renewal of one of the City's larger contracts for grounds keeping and maintenance services for various City properties. He said Mr. Garza continues to do a great job for the City and this is a renewal of his contract.

Mayor Janway added that Mr. Garza has done a great job maintaining the properties.

0:30:45 **Motion**

The motion was made by Councilor Rodriguez and seconded by Councilor Anaya Flores to approve Routine and Regular Business

0:30:55 **Vote**

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

0:31:14 **5. CONSIDER APPOINTMENT OF WENDY HAMMETT TO FILL THE POSITION OF THE CITY OF CARLSBAD FINANCE DIRECTOR**

Mr. McCutcheon explained a comprehensive search was taken to fill this very important position in the City of Carlsbad. He said several interviews were conducted with many qualified candidates. He said after final interviews which included the Mayor, Councilor Doss, and Councilor Whitlock staff chose and highly recommends Ms. Wendy Hammett. He added Ms. Hammett is a lifelong Carlsbad resident who is very qualified for the position and is committed to the community.

Mr. Fierro explained the prior Finance Director resigned in February and he has been assisting the City in maintaining the accounting department. He said he is happy to report that the accounting function is stabilized and working properly. He said Ms. Hammett has experience working in the private sector and is looking forward to working for the City of Carlsbad.

Ms. Hammett thanked staff for the recommendation and said she appreciates Council for their consideration of the position.

Councilor Doss said he checked references and she will be an extreme asset for the City.

Councilor Whitlock said there were many good candidates and added the City has a good Finance Department. She said she appreciates all the hard work the department has done and feels Ms. Hammett will be a good asset that will work well with staff.

Mayor Janway said the City is really looking forward to working with Ms. Hammett.

Councilor Rodriguez asked if there is a transition plan. **Ms. Hammett** said she has thought about a transition plan and has an action item list already started. She said her first action item would be to get to know her team, learn their jobs, their concerns, and learn what Mr. Fierro does. **Mr. Fierro** added Ms. Hammett will begin her position on August 1, 2016. He said they will go to training in Santa Fe. He said he will continue to work with the City until the audit is complete and Ms. Hammett is able to take care of the department on her own.

0:36:17 **Motion**

The motion was made by Councilor Rodriguez and seconded by Councilor Doss to approve the appointment of Wendy Hammett to fill the position of the City of Carlsbad Finance Director

0:36:21 **Vote**

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

0:36:49 **6. CONSIDER APPROVAL OF CITY OF CARLSBAD, ANNUAL LIQUOR LICENSE RENEWALS FOR FISCAL YEAR 2016-2017, SUBJECT TO RECEIPT OF NM STATE LIQUOR LICENSE AND PAYMENT OF ANNUAL CITY LIQUOR LICENSE FEE**

Ms. Barrick explained this is the 2016-2017 renewal of the existing liquor licenses for the City of Carlsbad. She said the license is renewed with a \$250.00 annual fee and proof of their State Liquor License.

Councilor Shirley asked Chief Waller if any establishment on the list should not receive their City license based on previous altercations. **Chief Waller** said not that he is aware of.

0:37:53 **Motion**

The motion was made by Councilor Shirley and seconded by Councilor Whitlock to approve the City of Carlsbad's Annual Liquor License renewals for Fiscal Year 2016-2017, subject to receipt of NM State Liquor License and payment of Annual City Liquor License Fee

0:38:00 **Vote**

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

0:38:23 **7. CONSIDER APPROVAL OF REQUEST FOR THE MOBILE SALES OF SNOW CONES OUT OF A SNOW CONE TRUCK ON CITY RIGHT-OF-WAYS, PARKS, ETC.; APPLICATION: BRYAN INGRAM**

Ms. Georgia Goad explained the applicant is requesting a mobile vendor's license which falls in the temporary use category to be reviewed before Council. She said Mr. Ingram has met all the requirements and is requesting to use City right-of-ways for parking lot sales. She said the applicant is requesting to vend from 4:00 p.m. to 8:00 p.m. in the evening.

Councilor Whitlock asked if they will be ringing a bell and have kids running out into the street. **Mr. Ingram** answered no, he will drive down neighborhood with music but not loud music.

0:41:06 **Motion**

The motion was made by Councilor Whitlock and seconded by Councilor Rodriguez to approve the request of mobile sales of snow cones out of a snow cone truck on City Right-of-Ways, parks, etc.; Applicant: Bryan Ingram

0:41:11 **Vote**

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

0:41:42 **8. CONSIDER APPROVAL OF RESOLUTION NO 2016-30, A RESOLUTION FINDING THE BUILDINGS OR STRUCTURES AT THE PROPERTY COMMONLY KNOWN AS 2817 DAVIS STREET TO BE RUINED, DAMAGED, AND DILAPIDATED AND FINDING THE PREMISES TO BE COVERED WITH RUINS, RUBBISH, WRECKAGE, WEEDS, DEBRIS, REQUIRING THE REMOVAL OF THE BUILDINGS, STRUCTURES, RUINS, RUBBISH, WRECKAGE, WEEDS, DEBRIS; OWNER: MARILYN ALEXANDER BARNES AND MARILYN ALEXANDER BARNES**

Mr. McCutcheon explained all procedures have been followed and the owners of the property have been notified; therefore, staff recommends condemnation of the property.

Mayor Janway asked if a representative of the property was present, no one appeared.

0:42:56 **Motion**

The motion was made by Councilor Nunley and seconded by Councilor Rodriguez to approve Resolution No. 2016-30, a Resolution finding the Buildings or Structures at the property commonly known as 2817 Davis Street to be Ruined, Damaged, and Dilapidated and finding the premises to be covered with Ruins, Rubbish, Wreckage, Weeds, Debris, requiring the removal of the Buildings, Structures, Ruins, Rubbish, Wreckage, Weeds, Debris; Owner: Maurine Alexander and Marilyn Alexander Barnes

0:43:05 **Vote**

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

0:43:20 **9. CONSIDER APPROVAL OF ORDINANCE NO 2016-17, AN ORDINANCE AMENDING SECTION 16-29 OF THE CODE OF ORDINANCES, CITY OF CARLSBAD, NEW MEXICO TO INCREASE THE MAXIMUM COMPENSATION OF AN ACTING MUNICIPAL JUDGE**

0:43:41 **A. Public Hearing**

Mr. McCutcheon explained this Ordinance governs an acting Municipal Judge when the elected Municipal Judge is out. He said the Ordinance has been in place for many years and this does not change the dollar amount of the compensation. He explained

this will change the total amount of the compensation if the Municipal Judge is out for a long period of time and will allow the City to pay staff to fill the position.

0:44:25 **Mayor Janway asked if anyone would like to speak regarding the Ordinance. No one appeared and the Mayor declared the public hearing closed and reconvened the Council into regular session.**

0:44:45 **B. Consider Ordinance 2016-17**

0:44:50 **Councilor Doss** asked if there is a maximum amount of time that the Municipal Judge position can be run by the acting Judge. **Mr. McCutcheon** said this Ordinance sets the time limit. He said it was a very short time and this Ordinance will extend the time.

Councilor Whitlock said in addition to a judge being unable to preside there are times when a judge may have to recuse themselves because there is a conflict with the case or an attorney or defendant. She said in the past it was 30 days and will now be 60 days. **Councilor Doss** said if the 60 days is reached will the court have to close. **Councilor Whitlock** replied that has never happened. **Mr. McCutcheon** said staff will check with judicial standards and report back to Council.

0:47:06 **Motion**

The motion was made by Councilor Carter and seconded by Councilor Doss to approve Ordinance No. 2016-17, an Ordinance amending section 16-29 of the Code of Ordinances, City of Carlsbad, New Mexico to increase the maximum compensation of an Action Municipal Judge

0:47:10 **Vote**

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

0:47:33 **10. COUNCIL COMMITTEE REPORTS**

None to report.

0:47:51 **11. ADJOURN**

0:47:53 **Motion**

The motion was made by Councilor Nunley and seconded by Councilor Rodriguez to Adjourn

0:48:26 **Vote**

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

0:48:49 **Adjourn**

There being no further business, the meeting was adjourned at 6:49 p.m.

ATTEST:

City Clerk

Mayor

DRAFT

CITY OF CARLSBAD
PERSONNEL REPORT

July 12, 2016

APPOINTMENTS:

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
Steven Calvert	07/15/16	Water Park	Lifeguard
Xaen Juarez Jaure	07/15/16	Water Park	Recreation Attendant
Daniel Lee McIntire	07/18/16	Garage	Master Mechanic
Shayla Quintanilla	07/15/16	Water Park	Recreation Attendant

TERMINATIONS:

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>	<u>REASON</u>
Isiah Douglas	06/23/16	IT	BPA Intern	Resigned
Bobby Franco	06/24/16	Water	Meter Reader Rep.	Resigned
Hugo Gonzalez	06/30/16	Collections	WW Operator, Appr.	Discharged
Danny Jones	06/30/16	Planning/Eng./Reg.	Building Official	Retired
William Marion	06/30/16	Police	Corporal	Resigned
Leonardo Morales	07/06/16	Water	Water Operator, Appr.	Resigned
Eileen Pena	06/30/16	Municipal Court	BPA Intern	Job Ended
Tristan Rodriguez	06/30/16	Library	BPA Intern	Job Ended
Anthony Salcido	06/28/16	Construction	Const. Maintenance II	Discharged
Susan M. Taylor	06/28/16	Police	Crossing Guard	Declined job
Felipe Villareal	06/22/16	Street	Truck Driver	Resigned

INTERNAL TRANSFERS AND PROMOTIONS:

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
KC Cass	07/01/16	Planning/Eng./Reg.	Building Official
Katie J. Gomez	07/01/16	Finance	Account Clerk II
Dana Hernandez	07/01/16	Finance	Account Clerk I
Michael A. Hernandez	07/01/16	Utilities	Director
Keith Lujan	06/20/16	Fire	Master Mechanic
Hector Nava	07/01/16	Collections	Waste Water Operator, Apprentice
Mary Helen Valenzuela	07/04/16	Solid Waste	Solid Waste Attendant

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Steve McCutcheon, City Administrator

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

FROM: Richard Lopez, Fire Chief



SUBJECT: Recommendation for Employment

DATE: June 30, 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: Steven Calvert Classification/Position: Lifeguard

Department: Fire

Regular Full-time Hourly \$ \$ 9.00 per hour
 Seasonal Part-time Salary \$ _____ per annum
 Temporary On call

Education Level:

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

Employment:

Present or last Employer: Magnolia Springs State Park

From Apr-15 to Sep-15 Classification: Lifeguard

Duties: Lifeguard Duties

Related Experience: Steven has worked as a Lifeguard at Magnolia Springs State Park. He is Lifeguard and CPR certified.

Comments: With Steven's past experience, I believe he will be an asset to the City of Carlsbad.

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Steve McCutcheon, City Administrator

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

FROM: Steve Hendley, Director of Sports & Recreation

SUBJECT: Recommendation for Employment

DATE: July 6, 2016

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

General Information:

Name: Xaen Jaure Classification/Position: Recreation Attendant

Department: Water Park

Regular Full-time Hourly \$ \$9.00 per hour
 Seasonal Part-time Salary \$ _____ per annum
 Temporary On call

Education Level:

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

Employment:

Present or last Employer: Pizza Inn

From Jan 16' to Present Classification: Delivery Driver

Duties: Deliver Pizza, handle cash, customer service

Related Experience: Handle cash, Customer Service

Comments: _____

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Steven McCutcheon, City Administrator

TO: The Honorable Mayor Dale Janway & Members of the City Council
FROM: Terry Mathis, Garage Superintendent & Tom Carlson, Director of Public Works
SUBJECT: Recommendation for Employment 
DATE: June 23, 2016

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

General Information:

Name: Daniel Lee McIntire Classification/Position: Master Mechanic
Department: Garage

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Regular | <input checked="" type="checkbox"/> Full-time | <input checked="" type="checkbox"/> Hourly \$ <u>19.80</u> per hour |
| <input type="checkbox"/> Seasonal | <input type="checkbox"/> Part-time | <input type="checkbox"/> Salary \$ _____ per hour |
| <input type="checkbox"/> Temporary | <input type="checkbox"/> On call | |

Education Level:

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

Employment:

Present or last Employer: BC Operating/ Nadel & Gussman
From October 2014 to Present Classification: Lease Operator
Duties: Run and maintain oil/gas wells, free flowing, pumping units, compressors, gas lift.

Related Experience: Automotive, heavy equipment, welding, and carpentry.

Comment: _____

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Steve McCutcheon, City Administrator

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

FROM: Steve Hendley, Director of Sports & Recreation

SUBJECT: Recommendation for Employment

DATE: July 6, 2016

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

General Information:

Name: Shayla Quintanilla Classification/Position: Recreation Attendant

Department: Water Park

Regular Full-time Hourly \$ \$9.00 per hour
 Seasonal Part-time Salary \$ _____ per annum
 Temporary On call

Education Level:

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

Employment:

Present or last Employer: Tanz & Hands

From Feb 16' to June 16'' Classification: Front Desk

Duties: Customer Service, Scheduling, Cleaning

Related Experience: Scheduling, cleaning, Customer Service

Comments: _____

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

JUNE 2016

Number of Cases	1,144
Warrants Outstanding	3,388
Amount of Fines	\$54,497.50
Cases on Appeal	0

FINES

Summary for the Month of	June 2016
Total Fines	\$34,962.50
Total Prevention Fees	\$ 171.00
Total Lab Fees	\$ 116.00
Total Correction Fees	\$13,253.00
Total Automation Fees	\$ 4,008.00
Judicial Fees	\$ 1,984.00
Notary Fees	\$ 3.00
Victim Restitution	\$ -0-
TOTAL	\$54,497.50
TOTAL FINES WORKED OUT THROUGH COMMUNITY SERVICE - \$638.00	

cc: Chief
City Administrator
Finance Department


Municipal Judge *Collis Johnson*

**City of Carlsbad
Personnel Department**

**Action Report
Month of June 2016**

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

City of Carlsbad
 Personnel Department Action Report
 Month of June 2016

EMPLOYEE REPORT	Beginning of Month	New Hires	Terminations	Transfers In	Transfers Out	End of Month
Full-Time Employees	442	4	8	3	3	438
Part-Time/Temp Employees	86	19	5	1	1	100
Total Employees	528	23	13	4	4	538
Administrative	20	1	1		1	19
Judicial	7		1			6
Finance	22					22
Police	112		2		2	108
Fire	74	4	2	3		79
Arts & Culture	61		1			60
Sports & Recreation	54	16		1		71
Planning & Regulation	17		1			16
Utilities	84		2			82
Transportation & Facilities	77	2	3		1	75
TOTAL	528	23	13	4	4	538

WEEKLY INDEMNITY	Beginning of Month	New Claims	Released To Work	Terminated	End of Month
Employees on WI	10	0	0	2	8

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

DRUG TESTS	Number Given
Pre-employment	25
Probationary	2
Post Accident	15
Random	0
Periodic	0
Probable Cause	0

VACANCIES BID	Department
Master Mechanic	Garage

PHYSICAL EXAMINATIONS	Number Given
Pre-employment	26
Return to Work Evaluation	0
Functional Capacity Evaluation	0

VACANCIES ADVERTISED	Applications Received
Firefighter	15
Master Mechanic	13

TESTING	Number Given
Firefighter--Physical	13
Firefighter--Written	13

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

ACTIVITY SUMMARY		
1. Business Activity:		
New Businesses: 37	Temporary Businesses: 28	Business Renewals: 38
2. Miscellaneous Permits:		
Dances: 0	Parades: 1	Other: 3
3. Building Permits & Inspections:		
Permits Issued: 265	Permit Revenue: \$21,767.29	Inspections Completed: 274
79—Building Permits		90—Building
49—Plumbing/Mechanical		47—Plumbing/Mechanical
137—Electrical Permits		137—Electrical
4. Code Enforcement		
98—New Cases		
0—Closed Cases		
5. Planning & Engineering activities for the month of June 2016:		
<u>NEW</u>		
<ul style="list-style-type: none"> • Two Planning & Zoning Applications received for July meeting • Long-Range Roadway Plan—100% Complete • Asset Management Plan 60% Complete • Housing Plan Update—Housing Plan Approved and Posted • Zoning Ordinances Being Reviewed for Updates 		
<u>ONGOING</u>		
<ul style="list-style-type: none"> • Infrastructure Mapping (GIS) • Development Review • Subdivision Review and Approvals • Leased Properties Inspections • Code Enforcement Continuing to Respond to 311's and Complaints 		
PLANNING AND ZONING COMMISSION		
Meets the first Monday of each month at 5 p.m. in the City Hall Planning Room.		

Signed:  _____
 Jeff Patterson, Planning Director

CITY OF CARLSBAD

INTER-OFFICE MEMORANDUM

Dale Janway, Mayor

Steve McCutcheon City Administrator

July 6, 2016

TO: Council Members
FROM: Mayor Janway
RE: Board, Commission and Committee Appointments

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

Carlsbad Cemetery Advisory Board

Joanna Sieberg	Reappoint	2 year term
Irene Rubio	Reappoint	2 year term
Adan Rodriguez	Reappoint	2 year term

Carlsbad Golf Course Advisory Board

Myrna Cournoyer	Reappoint	4 year term
Bobbie Young	Reappoint	4 year term
John Caraway	Appoint	4 year term

Carlsbad Senior Recreation Center Advisory Board at San Jose Center

Pat Jones	Reappoint	4 year term
Franceal Lucia	Reappoint	4 year term
Julia Williams	Reappoint	4 year term

Walter Gerrells Performing Arts & Exhibition Center Advisory Board

Damien Capello	Appoint	4 year term
Mark Barela	Reappoint	4 year term

Thank you.
DJ/cm

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: July 12 2016

DEPARTMENT: Fire	BY: Jeanne Thompson	DATE: 6 July 2014
SUBJECT: Consider approval of the agreement between the City and J. Wayne Bevers, d.b.a Chaparral Claims & Investigations, LLC, for Claims Administration and Adjustment Services		
BACKGROUND, ANALYSIS AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)		
<p>In 2016 RFP No. 2016-08, the City sought proposals for the provision of third party liability insurance claims administration and adjustment services. The proposals submitted were evaluated and it was recommended that the RFP be awarded to J. Wayne Bevers, d.b.a Chaparral Claims & Investigations, LLC. Council approved awarding the RFP to Mr. Bevers at its meeting on May 24, 2016</p> <p>A contract has been prepared, Mr. Bevers is mailing the signed originals back to the City of Carlsbad. Under the terms of the agreement, Mr. Bevers would investigate all claims submitted by the City to him, document his investigation, provide his professional evaluation of those claims, and make recommendations to the City. He would also advise the City regarding liability, property and automobile claims related matters as may be requested.</p> <p>Mr. Bevers would charge for his services as described in the Fee Schedule attached as Exhibit A to the agreement.</p>		
DEPARTMENT RECOMMENDATION:		
Approve the proposed agreement.		
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 <u>/s/ Steve McCutcheon</u> Date: <u>7-7-2016</u>		

ATTACHMENT(S):

Professional Services Agreement Between the City of Carlsbad and J. Wayne Bevers, d.b.a Chaparral Claims & Investigations, LLC for Claims Administration and Adjustment Services

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CARLSBAD AND
CHAPARRAL CLAIMS & INVESTIGATIONS, LLC
FOR CLAIMS ADMINISTRATION AND ADJUSTMENT SERVICES**

THIS AGREEMENT is made and entered into at Carlsbad, New Mexico, this _____ day of _____, 2016, by and between the **CITY OF CARLSBAD**, New Mexico, a municipal corporation, hereinafter referred to as "City" and **CHAPARRAL CLAIMS & INVESTIGATIONS, LLC**, a New Mexico limited liability corporation, hereinafter referred to as "Chaparral".

WHEREAS, the City of Carlsbad has liability and property insurance through the New Mexico Self-Insurers' Fund ("NMSIF"); and

WHEREAS, the City wishes to have someone provide it with third party liability insurance claims administration and adjustment services; and

WHEREAS, the City sought proposals for such services in its RFP No. 2016-08; and

WHEREAS, Chaparral Claims & Investigations, LLC responded to that RFP; and

WHEREAS, the City Council awarded the RFP to Chaparral.

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

1. **Provision of Claims Services.** Chaparral shall provide the City with complete Claims Administration and Adjustment Services for those matters assigned to it by the City. Claims Administration and Adjustment Services shall include at a minimum, but not be limited to, Chaparral's prompt and responsible performance of the following tasks for each claim submitted to it by the City:

A. **Investigate.** Chaparral shall fully investigate the claim. Dependent upon the circumstance of each claim, the 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. For claims including an allegation that the City is responsible for property damage, Chaparral shall provide the City with a repair and/or replacement estimate for the property damage.

B. **Document.** Chaparral shall fully document the claim, which may include recording statements, photographing relevant material, and creating needed reports.

C. **Liaison.** Chaparral shall act as a liaison between the City, its insurers, and its insurance agents.

D. **Report and Advise.** Chaparral will monitor and review the progress of each claim and shall provide the City with status reports for each claim 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. Chaparral 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.

E. **Negotiate.** In certain claims, Chaparral may 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 Chaparral entering into settlement negotiations.

F. **Litigation.** In the event a claim proceeds to litigation, Chaparral will assist as may be required by the City Administrator or City's counsel.

G. **Instruction.** As the parties may mutually agree, Chaparral shall provide the City and its employees with instruction regarding liability, property and automobile claim services.

H. **Bill Review.** Chaparral shall perform such bill reviewing as may be requested by the City.

1. **Meetings.** Chaparral shall attend meetings as may be requested from time to time with the City Administrator.

2. **Response Time.** Upon notification by the City of a potential claim, Chaparral shall contact the claimant or claimants as soon as is reasonably possible, but in no event later than twenty-four (24) hours after such notification. Furthermore, Chaparral shall meet, in-person, with each claimant or claimants no more than three (3) business days after notification.

3. **Settlement Payments.** Chaparral knows and understands that he must comply with the City Finance Department's deadlines when he requests settlement that checks be issued. During a normal five-day work week, the written request for a settlement check must be approved by the City Administrator and received by the City Finance Department no later than noon on Monday for a check to be issued on the following Friday. In those weeks which do not include five normal business days, the parties agree to work together to assure timely payment to claimants.

4. **Advice to the City.** Chaparral will make himself available as a consultant in liability, property and automobile claims related matters to the extent of his knowledge of the same, and will advise the City in such matters.

5. **Policies and Procedures.** The policies and procedures herein provided for may change from time to time and as needed. Both parties will make every effort to continually improve the system of claim administration and adjustment.

6. **Compensation.**

a. **Compensation.** In consideration for the services rendered by Chaparral as enumerated herein, the City shall pay to Chaparral, the City shall pay Chaparral:

i. According to the Fee Schedule attached hereto as Exhibit A.

ii. In the event that the services to be provided are not included in the Fee Schedule attached as Exhibit A, the parties shall agree in writing to the fees and

expenses to be charged prior to Chaparral providing any such services.

B. **Invoice.** Payment by the City to Chaparral shall be made only upon receipt of an invoice from Chaparral. Chaparral shall submit an invoice to the City by the fifth (5th) day of each month for the previous month's services. The invoice shall contain a detailed description of the Claims Administration and Adjustment Services performed, the claim for which services were performed, the date the services were performed, and a breakdown of the fees and costs for those services. Prior to any payment by the City to Chaparral, Chaparral shall provide the City with a current, complete, and accurate IRS Form W-9.

C. **Taxes.** Chaparral shall be responsible for the payment of any and all applicable taxes.

7. **Terms and Renegotiation.** The initial term of this agreement shall begin on _____ day of July 2016 and terminate on June 30, 2017. Thereafter, this Agreement may be renewed annually upon the same terms and conditions for an additional three (3) years.

8. **Confidentiality.** Unless otherwise required by law, any information obtained by, given to or divulged by Chaparral in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or entity by Chaparral except in compliance with all applicable laws, rules, procedures and ordinances and then only with the prior written approval of the City.

9. **HIPAA Compliance and Confidentiality.** Chaparral may use or disclose Protected Health Information, as defined by HIPAA, as permitted by law to provide the City with Claims Administration and Adjustment Services. Chaparral shall maintain patient confidentiality. Chaparral, its officers, employees, and agents shall not use, disclose, or permit the disclosure of, any confidential information or Protected Health Information received as a result of this Agreement other than as permitted or required by this Agreement or as required by law. It shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Chaparral on behalf of the City agrees to the same restrictions and conditions that apply through this Agreement to Chaparral with respect to such information. Upon termination of this Agreement for any reason, Chaparral shall return or destroy all Protected Health Information received from the City, or created or received by Chaparral on behalf of the City. Chaparral shall retain no copies of the Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of any agent or subcontractor of Chaparral.

10. **Compliance with Laws.** Chaparral shall comply with all applicable local, state, and federal laws, rules, regulations, and policies and shall obtain and maintain any and all permits, licenses, or certifications that may be necessary to carry out the operations contemplated by this Agreement including, but not limited to, being properly licensed as an insurance adjuster in the State of New Mexico. In the event Chaparral should cease to be properly permitted, licensed, or certified, it shall immediately inform the City Administrator and shall immediately cease its operations pursuant to this Agreement. Within five (5) days of ceasing to be properly permitted, licensed, or certified, Chaparral shall also notify the City in writing of that event. Chaparral shall require all its officers,

employees, and agents, to comply with all applicable local, state, and federal laws, rules, regulations, and policies.

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

A. **Voluntary Proceedings.** If Chaparral, during the term of this Agreement, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

B. **Involuntary Proceedings.** If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Chaparral, or if a receiver or trustee shall be appointed for all or substantially all of the property of Chaparral and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment.

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

D. **Transfer.** If this Agreement shall be transferred to or shall pass to or devolve to any other person or party, except in the manner specified herein.

12. **Effect of Default.** In the event of default hereunder as set forth in this Agreement, the rights of the City shall be as follows:

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

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

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

14. **Termination.** Either party may terminate this Agreement for any cause or without cause by providing the other party with written notice of its intention to terminate this Agreement at least thirty (30) days prior to the termination date. By such termination, neither party may nullify

obligations already incurred prior to the date of termination of the Agreement. However, neither party shall have any obligation to perform services or make payment for such services rendered after such date of termination.

15. **Duties Upon Termination.** Within fifteen (15) days of the expiration or termination of this Agreement for any reason, Chaparral shall provide the City with any and all documentation related to all unresolved claims, including, but not necessarily limited to those items collected or prepared by Chaparral pursuant to this Agreement.

16. **Assignment.** Neither Chaparral nor its successors or assigns, if any, shall assign or encumber this Agreement in whole or in part, nor shall this Agreement be assigned or transferred by operation of law without the prior written consent of the City in each instance. The consent by the City to an assignment, encumbrance, or transfer shall not be construed to relieve Chaparral from obtaining the express written consent of the City to any future transfer of interest.

17. **Successors and Assigns.** All of the terms, covenants, conditions, and agreements contained herein shall be binding upon and shall inure to the benefit of the parties, their heirs, personal representatives, successors and assigns of the parties.

18. **Entirety of Agreement; Modifications.** This Agreement 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 this written Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. The parties expressly waive any other or further representations, warranties, or agreements not set forth in this document. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing executed with the same formality as with this Agreement and then only to the extent set forth in such instrument.

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

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

21. **Procurement Code Penalties.** The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

22. Notices. All notices permitted or required by the terms of this Agreement shall be in writing and be deemed to have been duly given and delivered, if mailed, certified postage prepaid.

If to City:

The City of Carlsbad

c/o City Administrator

Mailing Address:

P.O. Box 1569

Carlsbad, NM 88221-1569

Physical Address:

101 N. Halagueno

Carlsbad, NM 88220

If to Chaparral:

ProCLAIM Adjustment Services

c/o Wayne Bevers, Owner

Mailing Address:

P.O. Box 3063

Roswell, NM 88202-3063

Physical Address:

500 N. Main St, Suite 112

Roswell, NM 88201

The parties shall notify each other in writing of any change in the above information.

23. New Mexico Law & Venue. The parties agree this Agreement shall be construed and controlled by the laws of the State of New Mexico. The parties further agree that any legal actions arising out of this Agreement shall be brought in the District Court of Eddy County, New Mexico for the Fifth Judicial District. The parties expressly consent to both in personam and subject matter jurisdiction of the Eddy County District Court and agree that venue shall properly lie in the Eddy County, New Mexico District Court.

24. ARBITRATION. SHOULD ANY DISPUTE ARISE BETWEEN THE PARTIES IN CONNECTION WITH THE AGREEMENT AND IF SUCH DISPUTE CANNOT BE RESOLVED BY DISCUSSION BETWEEN THE PARTIES, THE PARTIES AGREE TO SUBMIT THE UNRESOLVED DISPUTE TO BINDING ARBITRATION IN LIEU OF LITIGATION.

25. WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE THE RIGHT TO A JURY TRIAL ON ANY ISSUE ARISING OUT OF OR RELATING, DIRECTLY OR INDIRECTLY, TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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

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

CITY OF CARLSBAD

DALE JANWAY, MAYOR

ATTEST:

CITY CLERK

CHAPARRAL CLAIMS
INVESTIGATIONS, LLC:


J. WAYNE BEVERS, OWNER

STATE OF NEW MEXICO

COUNTY OF EDDY

The foregoing instrument was acknowledged before me this 6th day of July, 2018,
by J. WAYNE BEVERS, Owner, Chaparral Claims & Investigations, LLC.

My Commission Expires:

4 Oct 2018


NOTARY PUBLIC

EXHIBIT A
FEE SCHEDULE

Property Damage Claims

Amount of Damage	Claim Processing Fee
Up to \$2,500	\$275.00
\$2,501 to \$5,000	\$340.00

Adjuster Time and Expense Charges

Service	Fee
Adjuster Rate	\$65.00/hour
Travel Time	\$65.00/hour
Mileage Cost	\$0.40/mile



**New Mexico Law Enforcement
Professional Standards Council**

Headquarters: New Mexico Municipal League
P.O. Box 846 Santa Fe, NM 87504-0846
1-800-432-2036 Fax (505) 984-1392

MEMORANDUM OF UNDERSTANDING

The **New Mexico Law Enforcement Professional Standards Council** hereby enters into this memorandum of understanding with Carlsbad Police Department a New Mexico law enforcement agency and supported by the governing body of that jurisdiction or institution, by which all parties agree to assist the agency toward the goal of accredited status through compliance with the standards adopted by said Council.

The **New Mexico Municipal League** agrees to provide the manuals, forms, and technical assistance necessary to assist the agency in their accreditation effort.

The **agency** agrees to develop and implement policy and procedures in compliance with all applicable standards, and to administer those guidelines in accordance with professional law enforcement practice. The agency also agrees to accept responsibility for assessment team accommodations and accreditation costs as described in the program procedures.

The **sponsoring governmental entity** agrees to support the agency in its efforts to comply with applicable Council standards, and to provide access to the offices and personnel necessary to complete the Council assessment of agency compliance.

D. Kent Waller, Chief
For the Law Enforcement Agency

06-29-16
Date

[Signature]
For the Municipality or County

7-1-16
Date

For the Professional Standards Council

Date

For the New Mexico Municipal League

Date



New Mexico Law Enforcement Professional Standards Council

Headquarters: New Mexico Municipal League
P.O. Box 846 Santa Fe, NM 87504-0846
1-800-432-2036 Fax (505) 984-1392

AGENCY APPLICATION

Department Name: Carlsbad Police Department Phone Number: 575-885-2111
Street Address: 602 W. Mermod
City: Carlsbad ZIP: 88220
Department Chief Executive Officer: D. Kent Waller Title: Chief of Police
Project Coordinator or Manager: Jennifer Moyers Title: Lieutenant
Project Manager Email: jdmoyers@cityofcarlsbadnm.com Project Manager Phone Number: 575-885-2111
Fax Number: 575-885-6547 # Sworn Officers: 67
Non-Sworn Personnel: 51 # Reserve Officers: 11
Total Personnel: 118 Annual Budget: 15,332,270.00 Square Miles Served: 28.94
Population of City or County: 28,957 Seasonal Population increase to: When:
Accredited by Law Enforcement Council on Accreditation? [] Yes (Date) [x] No

The Agency Profile Questionnaire is designed to provide the body of information about your department for staff use and the inspectors that conduct the assessment of your department. The data produced will also be utilized to provide a general profile of law enforcement in New Mexico for planning and problem solving purposes.

Agreement: With this application, we agree to comply with the Professional Standards adopted by NMLEPSC in 2001. The inspection will be conducted by professional law enforcement personnel and we agree to them having access to our department for this purpose.

The commitment our department must make in working with the NMLEPSC toward inspection is understood and accepted.

DATE: 06/28/16

By: Jennifer Moyers
Signature
Jennifer Moyers
(Typed/Printed Name)
Lieutenant
(Title)

Official Use Only:
Fee
Date Received
Acknowledgment Date



**New Mexico Law Enforcement
Professional Standards Council**

Headquarters: New Mexico Municipal League
P.O. Box 846 Santa Fe, NM 87504-0846
1-800-432-2036 Fax (505) 984-1392

ACCREDITATION PARTICIPATION AGREEMENT

Agency: Carlsbad Police Department NCIC ID NO: NM 0080200
Address: 602 W. Mermod City: Carlsbad ZIP: 88220
Office Phone: 575-885-2111 Dispatch Phone: 575-885-2111
Chief Law Enforcement Officer: D. Kent Waller
Agency Accreditation Program Manager: Jennifer Moyers

Eligibility: All law enforcement agencies having a primary responsibility for the enforcement of New Mexico Statutes and/or City or County ordinances are eligible for accreditation. The New Mexico Law Enforcement Professional Standards Council will resolve questions of eligibility.

The **Agency Profile Questionnaire** is designed to provide information about your agency. The information will be utilized by NMLEPSC and Accreditation Program Assessors to better understand your agency's accreditation needs. It may also be used by NMLEPSC as general profile study information to assist in providing support services to advance professionalism in New Mexico Law Enforcement.

AGENCY AGREEMENT

With this application, the above Agency commits to adopt and implement policies in compliance with the Professional Standards established by NMLEPSC. The Agency will permit NMLEPSC designated assessors to conduct on-site inspection of the Agency to assess Agency compliance and implementation of the Professional Standards. Professional law enforcement personnel will conduct assessment and the Agency will allow and assist their access to its records and personnel for the purpose of this assessment. The undersigned, on behalf of the Agency, understand the commitment the Agency will make in undertaking accreditation and agree to the conditions of the NMLEPSC Accreditation Program.

Date: 06-29-16 By: D. Kent Waller
Chief of Police or Sheriff

By: [Signature]
Mayor or City Manager/Commission Chair or County Manager

**NEW MEXICO LAW ENFORCEMENT ACCREDITATION PROGRAM
AGENCY GENERAL INFORMATION QUESTIONNAIRE**

FUNCTIONAL PROFILE

Please indicate, by checking the appropriate box, whether or not your department performs any of the following functions or activities in carrying out its responsibilities.

Please mark:	[YES]	[NO]	[OTHER]
1. Has your department entered into a contractual agreement to provide law enforcement services to another jurisdiction?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Has your department entered into a contractual agreement to receive law enforcement services from another jurisdiction?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is there a collective bargaining agreement in effect? (If yes on questions 1-3, provide copies of agreements.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Does your department recruit its own entry-level personnel?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Does your department:			
5-1 Have a Traffic Unit or component?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5-2 Employ non-sworn traffic direction and control personnel?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5-3 Employ non-sworn traffic accident investigation personnel?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5-4 Employ adult school crossing guards?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5-5 Enforce Municipal Codes for dogs, weeds, etc.?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- | | [YES] | [NO] | [OTHER] |
|--|-------------------------------------|-------------------------------------|--------------------------|
| 6. Does your department have a "holding facility" (ie, a facility holding prisoners for 48 hours or less)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Does your department provide security for court rooms? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Does your department operate a detention Facility? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

AGENCY PROFILE:

- | | | | |
|---|-------------------------------------|-------------------------------------|--------------------------|
| 9. <u>Organization Chart</u>
Does your department have an organization chart? (If yes, please submit a copy.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9-1 <u>Annual Report</u> Does your Department publish an annual report? (If yes, please submit a copy.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

10. **Uniformed Patrol Operations** Please provide the following information:
61 % of total personnel assigned to patrol.

- | 10-1 Types of Patrol: | [YES] | [NO] |
|--------------------------------------|-------------------------------------|-------------------------------------|
| a. All 1 officer cars | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. All 2 officer cars | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Combination of 1 & 2 Officer cars | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d. Foot Patrol | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e. K-9 Units | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f. Equestrian Units | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g. Motorcycle Patrol | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| h. Directed Patrol | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| i. Bicycle Patrol | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Comments: 4.5% of uniformed patrol personnel is assigned to community policing efforts such as school resource officers and community education.

- 10-2 Describe how the Patrol Function is staffed by schedules and number of personnel.

Patrol is comprised of three shifts each working eight hours a day. One shift covers 0600-1400 hours, one shift covers 1400-2200 hours and one shift covers 2200-0600 hours. Each shift has one Lieutenant, two sergeants and ten patrol officers.

10-3 **Patrol "Systems"**: Briefly describe the "systems" used to determine:
 (1) Patrol manpower needs; and (2) Patrol beat boundaries;
The CPOA Collective Bargaining Agreement mandates minimum
staffing requirements of one supervisor and five officers
on duty at all times.
The city is divided into four geographical patrol districts.

11. **Investigative Operations: If the department has an investigative unit, please provide the following information:**

- | | [YES] | [NO] |
|--|-------------------------------------|--------------------------|
| 11-1 Do you have an Investigations Unit? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| a. If yes, <u>13</u> % of total personnel assigned. | | |
| b. Does the department routinely use uniformed officers to conduct follow-up investigations? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If yes, please briefly explain:

Uniformed officers follow-up on misdemeanor offenses.

11-2 **Organization of Investigations:**

Briefly describe the organization of the investigative unit: Reports to: organized by crime specialty or not; how are personnel assigned; hours of work; and other aspects that will provide basic information:

Investigations is comprised of one Lieutenant, two sergeants
six investigators, one commissioned evidence technician and
one civilian evidence clerk. The division is divided into
property crimes investigators and persons crimes investigators.
One sergeant and one investigator also specialize in Internet
crimes against children. Investigator's normal work
hours are Monday - Friday, 0800-1700 hours. One
investigator is on-call at all times for after hours incidents.

11-3 Solvability Factors: [YES] [NO]

Does the department routinely employ "Solvability Factors" in deciding case assignments and/or case priorities?

If yes, briefly describe how solvability factors are employed:

11-4 Juvenile Investigations: [YES] [NO]

a. Do you have a Juvenile Investigations Unit?

b. Is the unit part of the investigative unit, or is it separate? If separate, to whom does it report?

11-5 Vice and Narcotic Investigations: [YES] [NO]

a. Do you have a unit concerned with vice complaints and investigations?

If so, to whom does the unit report?

Rank or Position: Detective Lieutenant
Unit Name: Pecos Valley Drug Task Force

b. Do you have a unit concerned with narcotic investigations?

If so, to whom does the unit report?

Rank or Position: Detective Lieutenant
Unit Name: Pecos Valley Drug Task Force

12. Administration:

[YES] [NO]

12-1 Rules and Regulations
Does your department have a manual of rules and regulations?

12-2 **Written Directive System**
 Does your department have a written directive system?

12-3 **Administrative Units**
 Does your department have a formal unit? (ie, one or more persons assigned full time for the following activities): [YES] [NO]

- | | | | |
|----|----------------------------|-------------------------------------|-------------------------------------|
| a. | Planning/Research | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. | Inspections | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. | Intelligence | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d. | Internal Investigations | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e. | Public Information | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f. | Police-Community Relations | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| g. | Data Processing | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

12-4 What other "formal" administrative Units does the department have? None

12-5 13 % of total personnel assigned to administration.

13. **Evidence and Property:** [YES] [NO]
 Does your department operate and maintain its own evidence and property storage?

14. **Communications Center:** [YES] [NO]
 Does your department manage and operate its own communications center?

If no, who manages the department's communications or is it a shared facility?
 Please explain below:

15. **Records:** [YES] [NO]
 Does your department operate and maintain its own Records Section?

16. **Civil Process** [YES] [NO]
 Does your department have responsibility for civil process service?

17. Code Enforcement: If you answered question 5-5 "yes" please complete the following questions:

17-1	Do you enforce:	[YES]	[NO]
	Animal Control?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Weed Abatement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Trash Abatement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Inoperable Vehicles?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Sign Ordinances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Other _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>

17-2 Number of personnel assigned: 4

Are these personnel:	[YES]	[NO]
Sworn	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Non-Sworn	<input checked="" type="checkbox"/>	<input type="checkbox"/>

17-3 Briefly describe their work schedules:

Animal Control provides coverage seven days a week from 0800-1800 hours. One animal control officer is on-call at all times for after hours emergencies.

17-4	Is a procedural or policy manual available?	[YES]	[NO]
		<input checked="" type="checkbox"/>	<input type="checkbox"/>

18. Relations with the Fire Suppression Agency:

Please indicate the relationship between your department and the fire suppression agency, or agencies in your service area:

The Carlsbad Fire Department operates independently from the Carlsbad Police Department other than communications. CPD receives and dispatches calls for service for CFD.

18-1	Is your department a separate service?	[YES]	[NO]
		<input checked="" type="checkbox"/>	<input type="checkbox"/>
18-2	If "no," is the department part of a Department of Public Safety, reporting to a Director?	[YES]	[NO]
		<input type="checkbox"/>	<input type="checkbox"/>

18-3 Are department personnel cross-trained [YES] [NO]
 and used for law enforcement and fire
 suppression purposes?

18-4 If "yes," please describe the nature and scope of the program below:

19. Unique Problems:

Please describe any unique characteristics of your community that cause special problems, i.e., tourist resort, prison location, etc. or any unique problems your department may have that is in need of solutions. (Other than budget.)

The oil field industry often brings in a large transient workforce. This often creates housing issues, increased school enrollment and increased calls for service.

Jennifer Mayers
Name

Carlsbad Police Department
Agency

CITY OF CARLSBAD

INTER-OFFICE MEMORANDUM

Dale Janway, Mayor

Steve McCutcheon, City Administrator

July 6, 2016

TO: Council Members
FROM: Mayor Dale Janway
RE: Vacancy Ward 2

Due to the resignation of City Councilor Sandra Nunley and Subject to the approval of the Governing Body, I would like to appoint the following:

City of Carlsbad - City Councilor, Ward 2

Appoint: Leo B. Estrada, effective July 13, 2016

Thank you

DJ/cm

RESOLUTION NO. 2016- 31

REQUIREMENTS FOR NOTICE OF PUBLIC MEETINGS OF THE GOVERNING BODY, BOARDS, COMMISSIONS, COMMITTEES, AGENCIES, AUTHORITIES, OR OTHER POLICYMAKING BODIES OF THE CITY OF CARLSBAD.

WHEREAS, the New Mexico Open Meetings Act, NMSA 1978, Sec. 10-15-1, et seq., (hereinafter the “Open Meetings Act”) declares that it is the public policy of this state that all persons are entitled to the greatest possible information regarding the affairs of government and the official acts of those officers and employees who represent them; and

WHEREAS, all meetings of a quorum of members of any board, commission, administrative adjudicatory body or other policymaking body of a municipality held for the purpose of formulating public policy, discussing public business, or taking any action within the authority of that board, commission, or other policy making body are declared by the Open Meetings Act to be public meetings open to the public at all times, except as otherwise provided by law; and

WHEREAS, the Open Meetings Act requires any meeting at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs and at which a majority or quorum of the body is in attendance, and any closed meetings, must be held only after reasonable notice to the public; and

WHEREAS, NMSA 1978, Section 10-15-1(D), as amended, requires that, at least annually, there be a determination of what notice shall be reasonable to advise the public of meetings of the Governing Body, Boards, Commissions, Committees, Agencies, or other policy-making bodies of the City.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Carlsbad that:

Section 1. Definitions

- A. The term “City Body” shall mean the Governing Body of the City of Carlsbad, or any board, commission, committee, agency, authority, or other policymaking body of the City of Carlsbad.

Section 2. Time of Notice

- A. Notice shall be given at least seventy-two (72) hours prior to any regular or special meeting of a quorum of the members of a City Body held for the purpose of formulating public policy, discussing public business, or for the purpose of taking action within the authority of such City Body.

- B. If a City Body ordinarily meets more frequently than once per week, notice shall be given by posting a draft agenda at least seventy-two (72) hours prior to the meeting and by posting a final agenda at least thirty-six (36) hours prior to the meeting.
- C. An emergency meeting can be called only under unforeseen circumstances that, if not addressed immediately by the City Body, will likely result in injury or damage to persons or property or substantial financial loss to the public body. Emergency meetings may be called by the Mayor, or chairperson, or a majority of the members of the City Body upon twenty-four (24) hours notice, unless threat of personal injury or property damage requires less notice.

Section 3. Content and Place of Notice

- A. The notice requirements set forth in Section 2 of this Resolution are satisfied if notice of the date, time, and place of the meeting of the City Body, and an agenda containing a list of specific items of business to be discussed or transacted at the meeting is made available for inspection by the public:
 - 1. During the normal and regular business hours at the office of the Municipal Clerk within the time limits of paragraph A, B, or C of Section 2 hereof, whichever is applicable; or
 - 2. By posting in a conspicuous location for public viewing in the first floor lobby of the Carlsbad Municipal Building at 101 North Halagueno, Carlsbad, New Mexico within the applicable time limits of paragraph A, B, or C of Section 2 hereof, whichever is applicable; or
 - 3. By publishing in a newspaper of general circulation in the City of Carlsbad within the applicable time limits of paragraph A, B, or C of Section 2 hereof, whichever is applicable.
- B. A copy of the agenda shall be posted to the City of Carlsbad's web site, if the City maintains such a web site, within the time limits of paragraph A, B, or C of Section 2 hereof, whichever is applicable.
- C. Notice shall also be given to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation which have made a written request for notice of public meetings.
- D. Nothing herein shall prevent the use of additional means or methods of giving notice of meetings.
- E. Nothing herein shall require new notice for any public meeting for which notice has been given pursuant to this Resolution and which is recessed or adjourned, except an oral announcement of the date, time and place for the continuation of the meeting which shall be made by the City Body before such meeting is recessed or adjourned, and the posting of a notice of the date, time and place for the reconvened meeting on or near the door of the place where the original meeting was held and in a conspicuous location in the first floor lobby of the Carlsbad Municipal Building at 101 North Halagueno, Carlsbad, New Mexico. Only matters appearing on the agenda of the original meeting may be discussed at the reconvened meeting.

Section 4. Reporting Emergency Matters

As required by NMSA 1978, Sec. 10-15-1(F), within ten (10) days of taking action on an emergency matter, the City Body shall report to the New Mexico Attorney General's Office the action taken and the circumstances creating the emergency, provided that the requirement to report to the Attorney General is waived upon the declaration of a state or national emergency.

Section 5. Accessibility Accommodations

The City of Carlsbad will make all reasonable accommodation efforts to ensure the accessibility to all public meetings by persons with disabilities provided that such accommodation is requested at least 48 hours in advance of the public meeting. Such requests shall be directed to the attention of the City Administrator.

Section 6. Severability

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 provision of this Resolution or its application to other situations.

Section 7. Repeal of Inconsistent Material

All bylaws, orders and 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, or resolution or part thereof heretofore repealed.

Section 8. Effective date

This Resolution shall become effective upon passage and approval.

INTRODUCED, PASSED, APPROVED AND ADOPTED this 12th day of July, 2016.

DALE JANWAY, MAYOR

ATTEST:

CITY CLERK

**No document for this
Agenda Item**

ADJOURN

ECONOMIC INDICATORS
Planning, Engineering, & Regulation Department
JUNE 2016

NEW BUSINESS REGISTRATIONS			
MONTH	14-15 FISCAL YEAR	15-16 FISCAL YEAR	% CHANGE
July	30	35	+17%
August	33	31	-6%
September	23	34	+48%
October	36	25	-31%
November	21	27	+29%
December	25	17	-32%
January	33	31	-6%
February	25	47	+88%
March	53	39	-26%
April	40	23	-42%
May	39	27	-31%
June	35	37	+6%
Year to Date	393	373	-5%

NUMBER OF BUILDING PERMITS			
MONTH	14-15 FISCAL YEAR	15-16 FISCAL YEAR	% CHANGE
July	470	370	-21%
August	340	264	-22%
September	248	319	+29%
October	265	205	-23%
November	219	178	-19%
December	272	132	-51%
January	268	162	-40%
February	263	198	-25%
March	246	213	-13%
April	296	208	-30%
May	336	174	-48%
June	387	265	-32%
Year to Date	3,610	2,688	-26%

VALUATION OF BUILDING PERMITS			
MONTH	14-15 FISCAL YEAR	15-16 FISCAL YEAR	% CHANGE
July	\$ 6,124,408	\$ 3,089,789	-50%
August	4,959,752	11,956,107	+141%
September	2,902,896	3,851,413	+33%
October	3,829,060	2,603,480	-32%
November	8,683,603	2,543,927	-71%
December	4,576,302	3,171,532	-31%
January	9,838,506	1,830,155	-81%
February	4,477,983	3,819,281	-15%
March	4,537,478	5,512,197	+21%
April	10,049,898	1,656,627	-84%
May	4,514,039	1,968,906	-56%
June	4,675,419	4,518,851	-3%
Year to Date	\$69,169,344	\$46,522,265	-33%