



A G E N D A

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

March 8, 2016 at 6:00 p.m.

(Immediately following the Organizational Meeting of the Carlsbad City Council)

Invocation – Pledge of Allegiance

1. Approval of Agenda
2. File Election Certificate
3. 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 February 23, 2016

B. City Personnel Report

C. Purchasing:

- 1) Consider approval to purchase a Track Hoe from 4-Rivers Equipment pursuant to CES Procurement Program in the amount of \$269,547.52 for the Double Eagle Department
- 2) Consider approval to Advertise Invitation for Request for Proposal for turn-key installation of Cat6A wiring for various City Departments

D. Contracts and Agreements:

- 1) Consider approval of Lease Agreement between the City of Carlsbad and Austin Turf & Tractor for a John Deere 5065 E Tractor for the Carlsbad Airport

E. Monthly Reports:

- 1) Arts and Culture Monthly Report, January, 2016
- 2) Personnel Department Monthly Report, February, 2016
- 3) Planning, Engineering, Regulations Department Monthly Report, January, 2016
- 4) Transportation and Facilities Department Monthly Report, January, 2016

4. Consider approval to accept the Eddy County Purchase Services Agreement for FYE17 in the amount \$571,500

5. Consider approval of Resolution No. 2016-15, a Resolution approving an Agreement between the City of Carlsbad and the Department of Finance and Administration Fund 89200, Capital Appropriation Project for the Design, Construction, and Equipment for Fire Station #7

6. Council Committee Reports

7. 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, March 22, 2016 at 6:00 p.m.
- Regular meeting - Tuesday, April 12, 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.

**CERTIFICATE AS TO THE RESULTS OF THE REGULAR BIENNIAL
ELECTION HELD IN THE CITY OF CARLSBAD, NEW MEXICO ON
MARCH 1, 2016**

I, Annette Barrick, City Clerk of the City of Carlsbad, Eddy County, New Mexico, do hereby certify that the returns of the regular biennial election held in the City of Carlsbad on March 1, 2016, were made to me as City Clerk by the Judges and Clerks of said election.

On the 4th day of March, 2016, said returns were duly opened by me as City Clerk in the presence of Henry Castaneda, Magistrate Judge of Eddy County, New Mexico, and said returns were duly canvassed with the assistance of and in the presence of said Magistrate Judge Henry Castaneda.

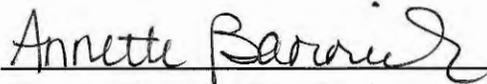
I further certify that the signature rosters and Machine-printed returns of each election precinct within the City of Carlsbad were carefully examined and were found to contain the certificates required by law and that no discrepancies, omissions, or errors appeared on the face of said returns.

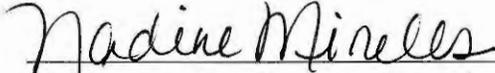
I further certify that the following is a true and correct abstract of the results of said election.

There were 795 total voters who voted in the regular biennial election held March 1, 2016.

I further certify that said returns show the election of the following officers for the City:

Edward T. Rodriguez	Councilor, Ward 1	4 year term
Sandra K. Nunley	Councilor, Ward 2	4 year term
Jason G. Shirley	Councilor, Ward 3	4 year term
Janell E. Whitlock	Councilor, Ward 4	4 year term
Janet F. Ellis	Municipal Judge	4 year term


Annette Barrick, City Clerk


Nadine Mireles, Deputy City Clerk


Alicia Ramirez, Archive Clerk



I, Henry Castaneda, Magistrate Judge of Eddy County, New Mexico, do hereby certify that I was present at the canvassing of the votes of said election and that the foregoing certificate of Annette Barrick, City Clerk of the City of Carlsbad, relative to the results of said election, is true.


Magistrate Judge

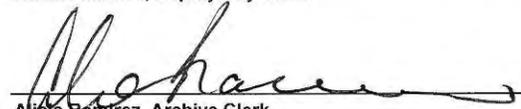
CARLSBAD, NEW MEXICO VOTE TABULATION FOR MARCH 1, 2016, REGULAR MUNICIPAL ELECTION

POLLING PLACE	MUNICIPAL JUDGE	MUNICIPAL JUDGE	MUNICIPAL JUDGE	COUNCIL WARD 1	COUNCIL WARD 2	COUNCIL WARD 3	COUNCIL WARD 4	TOTAL VOTERS
	Mills	Hill	Ellis	Rodriguez	Nunley	Shirley	Whitlock	
San Jose Senior Recreation Center	4	25	54	33	9	6	22	83
Hillcrest Baptist Church	8	37	49	12	55	11	2	94
St. Peter Lutheran Church	6	77	134	5	43	84	53	220
Pecos River Village Conference Center	7	32	37	3	4	5	50	78
Absentee: In-Person & By Mail Combined	21	129	162	39	52	72	101	320
Absentee: By Mail Combined w/ Above								
TOTALS	46	300	436	92	163	178	228	795


 Henry Castaneda, Magistrate Judge


 Annette Barrick, City Clerk


 Nadine Mireles, Deputy City Clerk


 Alicia Ramirez, Archive Clerk



**LINKED MINUTES OF REGULAR MEETING OF THE CITY COUNCIL OF THE
CITY OF CARLSBAD, NEW MEXICO, HELD IN THE MUNICIPAL BUILDING
ON FEBRUARY 23, 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
Absent:	Janell E. Whitlock	Councilor
Also Present:	Steve McCutcheon	City Administrator
	Eileen P. Riordan	City Attorney
	Annette Barrick	City Clerk
	LaVelta Jenkins	City Treasurer
	Jeff Patterson	Planning, Eng., & Reg. Director
	Luis Camero	Public Works Utilities Director
	Thomas Carlson	Public Works Director
	Richard Lopez	Fire Chief
	Kent D. Waller	Police Chief
	Patsy Jackson-Christopher	Director of Arts & Culture
	Steve Hendley	Director of Parks & Recreation

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

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

0:00:04 Invocation - Pledge of Allegiance

0:00:34 **1. APPROVAL OF AGENDA**

0:00:36 **Motion**

The motion was made by Councilor Carter and seconded by Councilor Nunley to approve the Agenda

0:00:41 **Vote**

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

0:00:58 **2. BUDGET REVIEW AS OF DECEMBER 31, 2015**

Ms. Jenkins reviewed the revenues and expenditures as of December 31, 2015 for the General Fund and selected Enterprise and Special Funds contained within the City Budget.

0:05:17 **3. CONSIDER APPROVAL OF RESOLUTION 2016-11, 3RD QUARTER BUDGET ADJUSTMENTS**

Mrs. Gonzales reviewed the revenue and expenditures making certain Budgetary Adjustments to the 2015-2016 Fiscal Year Budget highlighting the General Fund, the Lodgers' Tax Fund, and the 2002 Sales Tax Bond Funds.

0:07:25 **Motion**

The motion was made by Councilor Doss and seconded by Councilor Doporto to approve Resolution No. 2016-11, 3rd Quarter Budget Adjustments

0:07:31 **Vote**

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

0:07:46 **4. ROUTINE AND REGULAR BUSINESS**

- A. Minutes of the Special City Council Meeting held on February 4, 2016
- B. Minutes of Regular City Council Meeting held February 9, 2016
- C. City Personnel Report
- D. Purchasing:
 - 1) Consider approval to Award RFP 2015-47, to EMSRx for Medical Director Services for the City of Carlsbad Fire and Police Department
 - 2) Consider approval to Reject RFP 2015-48, for the Comprehensive Healthcare Study and Assessment
 - 3) Consider approval to Award a CES contract to AK Sales and Consulting, Inc. for the Carlsbad Youth Sports Complex Expansion for nylon netting and aluminum bleachers for each new field
- E. Contracts and Agreements:
 - 1) Consider approval of Infrastructure Reimbursement Agreement between the City of Carlsbad and Linda Kay Atwood for qualifying Public Infrastructure at Atwood Subdivision
- F. Monthly Reports:
 - 1) Municipal Court Monthly Report, January, 2016
 - 2) Planning, Engineering, Regulations Department Monthly Report, January, 2016
 - 3) Sports and Recreation Department Monthly Report, January, 2016
- G. Board Appointments:
 - 1) Parks and Recreation Advisory Board: Jim Grantner and Christy Thomas, Remainder of 4-Year Term

2) North Mesa Senior Recreation Center Advisory Board: Ysidro Molinar,
Remainder of 4-Year Term

0:08:08 **Mayor Janway asked Mr. McCutcheon to discuss item D.2 Consider approval to Reject RFP 2015-48, for the Comprehensive Healthcare Study and Assessment; and Item E.1 Consider approval of Infrastructure Reimbursement Agreement between the City of Carlsbad and Linda Kay Atwood for qualifying Public Infrastructure at Atwood Subdivision.**

Mr. McCutcheon explained that Item D.2 is asking Council to reject proposals for the Comprehensive Healthcare Study and Assessment. He said 4 or 5 qualified proposals were received but the proposals rated as number 1 and 2 were significantly over the budgeted funds allocated. He said staff feels the scope may be too large and staff is asking for time to reevaluate and rescope the study.

Mr. McCutcheon explained Item E.1 is a Reimbursement Agreement between the City and Linda Kay Atwood for qualifying Public Infrastructure Reimbursement which is 15% of hard costs. He explained Ms. Atwood has a small subdivision that qualifies for the reimbursement. He said she went through the process and has fulfilled all of the requirements.

Councilor Doss asked where the subdivision is located. **Ms. Goad** said the subdivision is at the end of Hamilton Place off of Old Cavern Highway.

0:10:38 **Motion**

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

0:10:47 **Vote**

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

0:11:03 **5. CONSIDER APPROVAL OF RESOLUTION NO. 2016-12, A RESOLUTION OF THE CARLSBAD CITY COUNCIL, CARLSBAD, NEW MEXICO, AUTHORIZING THE SUBMISSION OF A NEW MEXICO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT; AND AUTHORIZING MAYOR DALE JANWAY TO ACT AS THE CITY OF CARLSBAD'S CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY OF CARLSBAD'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Mr. McCutcheon explained staff is continuing the process of complying with the Community Development Block Grant Program. He added the City's chance of

receiving the grant is fairly limited, and said staff is requesting approval to move forward with the application.

0:12:14 **Motion**

The motion was made by Councilor Doporto and seconded by Councilor Anaya Flores to approve Resolution No. 2016-12, a Resolution of the Carlsbad City Council, Carlsbad, New Mexico, Authorizing the submission of a New Mexico Community Development Block Grant Program Application to the Department of Finance and Administration/Local Government; and authorizing Mayor Dale Janway to act as the City of Carlsbad's Chief Executive Officer and Authorized Representative in all matters pertaining to the City of Carlsbad's participation in the Community Development Block Grant Program

0:12:18 **Vote**

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

0:12:38 **6. CONSIDER APPROVAL OF RESOLUTION NO. 2016-13, A RESOLUTION DECLARING CERTAIN CITY PROPERTY UNUSABLE OR OBSOLETE**

Mr. McCutcheon explained this is the standard Resolution for following statute to dispose of obsolete and unusable City property.

0:13:42 **Motion**

The motion was made by Councilor Nunley and seconded by Councilor Carter to approve Resolution No. 2016-13, a Resolution declaring certain City property unusable or obsolete

0:13:49 **Vote**

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

0:14:03 **7. CONSIDER APPROVAL OF ORDINANCE NO. 2016-10, AN ORDINANCE APPROVING THE SALE OF REAL PROPERTY BY EDDY-LEA ENERGY ALLIANCE, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY FORMED PURSUANT TO THE NEW MEXICO JOINT POWERS ACT BY EDDY COUNTY, LEA COUNTY, THE CITY OF CARLSBAD AND THE CITY OF HOBBS ("ELEA"); AUTHORIZING ELEA TO EXECUTE AND DELIVER A LAND PURCHASE OPTION AGREEMENT WITH HOLTEC INTERNATIONAL, A DELAWARE CORPORATION; AND AUTHORIZING AND DIRECTING ELEA TO SUBMIT THE AGREEMENT TO THE STATE BOARD OF FINANCE FOR APPROVAL PURSUANT TO SECTION 13-6-2.1 NMSA 1978**

0:14:52 **A. Public Hearing**

0:14:54 **Mr. McCutcheon** explained several years ago the City of Carlsbad joined with Lea County and the City of Hobbs in acquiring a 960 acre parcel between the two communities. He said this Ordinance approves ELEA selling the land as commercial property.

0:15:49 **Mayor Janway asked if anyone would like to speak in favor of the Ordinance.**

Mr. Heaton explained an RFP has been issued to the State and the procurement has been published in the newspaper. He said there was one bidder, one proposer and that was Holtec International. He said the proposal presented was very good and was rated at 100%. He said ELEA was going through the local economic development act, and in midstream, have changed to straight purchase. He said all four entities will be asked to endorse a similar Ordinance. He explained the State Board of Finance will also need to approve the agreement which states the property will be purchased for the amount paid or the appraised value, whichever is greater. **Mr. Heaton** explained the licensing process with the Nuclear Regulatory Commission will probably take about four years and is very expensive. He said there is a revenue sharing agreement and the target is 30% of the gross revenue. He added limitations will be set. He said there will be several interim storage facilities of interest across the country so there will be some competitive bidding. He added there is a great indemnity clause to protect the cities and counties of the Eddy-Lea Alliance.

Councilor Rodriguez referred to a statement that said Holtec would obtain a license to construct and operate a facility, Holtec would then share the facility revenues. He asked is that the part that would be negotiated at a future date. **Mr. Heaton** said yes, that is the part that would be negotiated in section 8.

0:22:23 **Mayor Janway asked if anyone would like to speak against the Ordinance. No one appeared and the Mayor declared the public hearing closed and reconvened the Council in regular session.**

0:22:39 **B. Consider Ordinance No. 2016-10**

0:22:43 **Councilor Shirley** thanked Mr. Heaton for working so hard on this project.

0:23:03 **Motion**

The motion was made by Councilor Shirley and seconded by Councilor Doss to approve Ordinance No. 2016-10, an Ordinance approving the sale of real property by Eddy-Lea Energy Alliance, LLC, a New Mexico Limited Liability Company formed pursuant to the New Mexico Joint Powers Act by Eddy County, Lea County, the City of Carlsbad and the City of Hobbs ("ELEA"); authorizing ELEA to execute and deliver a

Land Purchase Option Agreement with Holtec International, a Delaware Corporation, and authorizing and directing ELEA to submit the agreement to the State Board of Finance for approval pursuant to Section 13-6-2.1 NMSA 1978

0:23:09 **Vote**

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

0:23:26 **8. COUNCIL COMMITTEE REPORTS**

Chief Lopez gave an update on the Early Warning System. He explained the siren heads have arrived; the metal poles are being fabricated and should be complete in 45 days. He said the project is moving forward and making progress.

Councilor Carter asked if the 25 mph speed limit change will become effective on March 1, 2016. **Mr. McCutcheon** answered yes.

Councilor Doss commented on the ordinance group and code enforcement that have been going around town and noticing the weeds and mess. He said the City needs to stay on top of this.

Councilor Doss said himself, Mr. Heaton, Councilor Shirley, Mr. Valpato, and Ms. Crockett attended an ECA meeting in Austin last week. He said the main topic was consent for upcoming nuclear storage. He said the State will determine the consent and added New Mexico is ahead of the game.

Councilor Doporto said the water park is moving along great. He said the pool and the lazy river have been dug out.

Mr. McCutcheon introduced Mr. Fierro and said he is consulting with the city on some financial issues.

0:28:54 **9. ADJOURN**

0:28:58 **Motion**

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

0:29:10 **Vote**

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

0:29:31 **Adjourn**

There being no further business, the meeting was adjourned at 6:31 p.m.

Mayor

ATTEST:

City Clerk

DRAFT

CITY OF CARLSBAD
PERSONNEL REPORT
March 8, 2016

APPOINTMENTS:

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
Robert David Garcia	03/14/16	Planning/Eng./Reg.	Code Enforcement Supervisor
Edan Gomez	03/14/16	Solid Waste	ARC Driver
Timothy A. Lopez	03/14/16	Solid Waste	ARC Driver
Theodore Rios	03/14/16	Solid Waste	ARC Driver
Joe Vasquez	03/14/16	Solid Waste	ARC Driver
Danny Villescascas	03/14/16	Police	School Crossing Guard

TERMINATIONS:

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>	<u>REASON</u>
Monica Harris	02/19/16	Finance	Director of Finance	Resigned
Bianca Ramirez	02/12/16	Riverwalk Rec. Ctr.	Rec.Attendant, on call	Resigned
Adan Venegas	02/29/16	Transit	Transit Driver, on call	Resigned

INTERNAL TRANSFERS AND PROMOTIONS:

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
George Peterson	02/29/16	Waste Water	Waste Water Operator II

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

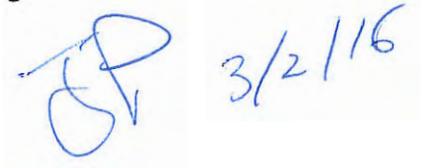
Steve McCutcheon, City Administrator

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

FROM: Jeff Patterson, Director of Planning, Engineering, and Regulation

SUBJECT: Recommendation for Employment

DATE: 3/1/2016

Handwritten signature and date: 3/2/16

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

General Information:

Name: Robert David Garcia Classification/Position: Code Enforcement Supervisor

Department: PER

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Regular | <input checked="" type="checkbox"/> Full-time | <input checked="" type="checkbox"/> Hourly \$ <u>26.34</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:

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

Employment:

Present or last Employer: Prestige Oil Field Service
From June 2014 to Present Classification: Safety/Pusher
Duties: Safety inspections, adherence to safety regulations.

Related Experience: Lovington Police Dept./undercover officer. Carlsbad Police Dept./undercover officer. Code Enforcement officer for Hidalgo, TX.

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: Mike Hernandez, Deputy Director of Utilities & Ruben Ramirez, Superintendent of Solid Waste
SUBJECT: Recommendation for Employment
DATE: March 2, 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: Edan Gomez Classification/Position: ARC Driver
Department: Solid Waste

Regular Full-time Hourly \$ 17.73 per hour
 Seasonal Part-time Salary \$ _____ per hour
 Temporary On call

Education Level:

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

 Masters Degree _____

 Other _____

Employment:

Present or last Employer: Intrepid potash
From 0-/2014 to 01/2016 Classification: Miner
Duties: Operator

Related Experience: _____
Comment: _____

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: ^{R.R. MH} Michael Hernandez, Deputy Director of Utility & Ruben Ramirez, Solid Waste Superintendent
SUBJECT: Recommendation for Employment

DATE: March 2, 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: Timothy A. Lopez Classification/Position: ARC Driver
Department: Solid Waste

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Regular | <input checked="" type="checkbox"/> Full-time | <input checked="" type="checkbox"/> Hourly \$ <u>17.73</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: City of El Paso TX
From 09/2015 to Present Classification: Solid Waste Truck Driver
Duties: ARC Driver

Related Experience: Class A Driver License, Doubles & Triple, Tanker's endorsement, and Osha Certified

Comment: _____

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Steven McCutcheon, City Administrator

TO: The Honorable Mayor Dale Janway & Members of the City Council
FROM: Mike Hernandez, Deputy Director of Utilities & Ruben Ramirez, Superintendent of Solid Waste
SUBJECT: Recommendation for Employment
DATE: March 2, 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: Theodore Rios Classification/Position: ARC Driver
Department: Solid Waste

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Regular | <input checked="" type="checkbox"/> Full-time | <input checked="" type="checkbox"/> Hourly \$ <u>17.73</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 type="checkbox"/> High School Diploma | <input checked="" 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: Advance Solid Control
From 2013 to Present Classification: Driver
Duties: Drive on Roll Off Truck picking up contaminated soil from rig and dumping at R-360

Related Experience: _____
Comment: _____

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: Michael Hernandez, Deputy Director of Utility & Ruben Ramirez, Solid Waste Superintendent
SUBJECT: Recommendation for Employment

DATE: March 2, 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: Joe Vasquez Classification/Position: ARC Driver
Department: Solid Waste

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Regular | <input checked="" type="checkbox"/> Full-time | <input checked="" type="checkbox"/> Hourly \$ <u>17.73</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: M&J Dump Truck Services
From 10/2014 to Present Classification: Operator
Duties: Operate heavy equipment, backhoe, tractor, dozer, blade, roller, and frontend loader.

Related Experience: Safe land Safety Card, Class B CDL NM 503452626

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: D. Kent Waller *DKW*
03/02/16

SUBJECT: Recommendation for Employment

DATE: March 2, 2016

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

General Information:

Name: Danny d. Villescas Classification/Position: Crossing Guard

Department: Police

- Regular
- Seasonal
- Temporary
- Full-time
- Part-time
- On call
- Hourly \$ 11.95 per hour
- Salary \$ _____ per annum

Education Level:

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

Employment:

Present or last Employer: Turquoise

From April 1996 to Present Classification: Juvenile Case Manager

Duties: Serves as an Advocate for Juvenile Probationers

Related Experience: _____

Comments: _____

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM
PURCHASING RECOMMENDATION

Council Meeting Date: 3/08/16

Department: Double Eagle	BY: <i>[Signature]</i> <small>Digital signed by Ron M. ... DN: cn=Ron Meyer, ou=City of Carlsbad, o=City of Carlsbad, c=US Date: 2016.02.26 14:28:12 -0700</small>	Date: 2/29/16
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SUBJECT: Equipment
Description:
Purchase of a Track Hoe

SYNOPSIS: Qty <u>1</u>	Total Est. Cost	<u>\$ 269,547.52</u>	Total Actual Cost	<u>\$ 269,547.52</u>
Budgeted Yes	Est. City Share	<u>\$ 269,547.52</u>	Actual City Share	<u>\$ 269,547.52</u>
Account # <u>36-0362-80015</u>		<u>\$ 250,000.00</u>		
Account # <u>36-0362-85335</u>		<u>\$ 28,000.00</u>		
Account # _____				
Account # _____				
	TOTAL	<u>\$ 278,000.00</u>		

BACKGROUND, JUSTIFICATION AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)
The department is requesting approval from City Council to purchase a Track Hoe. City Council has approved funds budgeted for this purchase. Quotes for this purchase were obtained using Cooperative Education Services (CES), Houston Galveston Area Council Cooperative Purchasing (HGAC), and National Joint Powers Alliance Cooperative Purchasing (NJPA) programs. This type of equipment was not available through the State of New Mexico Statewide Price Agreements program. The CES program provided the lowest cost to purchase this equipment. These quotes were obtained from 4-Rivers Equipment, a John Deere Dealer and registered vendor in the CES Procurement Program. The department is requesting approval from City Council to allow this purchase from 4-Rivers Equipment utilizing the CES Procurement Program.

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

Reviewed by City Administrator:

POST BID/RFP RECOMMENDATION	Council Meeting Date:
Requested action to be taken by Council: Select one	Council Action Taken: Select one
Date:	
ADDITIONAL INFORMATION:	
Reviewed by City Administrator: /s/ Steve McCutcheon	
3-3-16	

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



Prepared For:
City Of Carlsbad

Machine:
JD 250G
Serial Number:
N/A

Prepared By: Robert Masales
2400 West Bender Hobbs,
NM 88240 Phone:
(575)392-6923 Fax:
(575)392-2117

Email: rmasales@4riversequipment.com

Date: February 18, 2016

Offer Expires: February 28, 2016





2301 Candelaria Blvd. NE
Albuquerque, NM 87107
505-884-2900

11323 Rojas
El Paso, TX 79936
918-598-1133

1100 Troy King Road
Farmington, NM 87401
505-326-1101

2400 W. Bender Blvd.
Hobbs, NM 88240
575-392-6923

125 John Deere Drive
Fort Collins, CO 80524
800-525-2920

1100 E. Cheyenne Rd.
Colorado Springs, CO 80906
800-364-3029

685 Enterprise Drive
Pueblo West, CO 81007
800-333-0850

3763 Monarch Street
Frederick, CO 80516
800-490-6162

Customer Name: City Of Carlsbad		Date: 2/18/2016
Customer Street: PO Box 1569		Phone: 575-885-6313
Customer City, State, ZIP: Carlsbad NM. 88220		
Sales Rep: Robert Masales	Office:	Expected Delivery:
Terms: CASH	Cell: 575-441-8368	

	DESCRIPTION	Serial Number	PRICE
1	New 250G John Deere Excavator	N/A	\$332,668.00
	** See Attached Specifications **		
	Less 36% CES Discount		(\$119,760.48)
	SUBTOTAL		\$212,907.52
	Plus Factory Freight		\$8,580.00
	TOTAL		\$221,487.52
	SAFETY, MAINTENANCE And OPERATION	ADD	\$750.00
	FREIGHT To CARLSBAD	ADD	\$1,000.00
			223,237.52
	WARRANTY: 12 Months Standard Factory <i>1.39 yd³ bucket</i>		\$4,270.00
	BXR65 (6500 ft.lb Class) BTI Breaker	ADD	\$46,310.00
			269,547.52

Quotation/Proposal

1. Machines in inventory are subject to prior sale.
2. Trade Allowances based on condition at time of inspection.
3. Delivery quotes contingent upon availability from our suppliers
4. Above prices are good for 30 days.

Accepted By: _____

Quoted By: _____



JOHN DEERE

Equipment Details

Dealership: ROBERT MASALES
 4 RIVERS EQUIPMENT, LLC
 2400 WEST BENDER
 HOBBS, NM 88240
 Phone: 5753926923

Date February 18, 2016

All amounts are displayed in USD

250G LC FT4 EXCAVATOR

Code	Description	Qty	List Price
0BG0FF	250G LC FT4 EXCAVATOR		\$226,897.00

Options

Required Items:

1095	Engine, John Deere PowerTech PVS 6.8L certified to FT4 / Stage IV emissions For use only in areas where EPA Tier 4/EU Stage IV is required. John Deere PowerTech Plus PVS 6.8 L. (414 Cu. In.) Certified to EPA Tier 4 emissions 188 Net Rated hp (ISO 9249) Turbocharger Charge Air Cooler Electronic Engine Control Unit Auto-Idle System Cool on Demand Hydraulic Driven Fan Antifreeze Protection to -34F (-37C) Enclosed Fan Guard Dual Element Dry-type Air Filter with Restriction Indicator Full Flow Oil Filter Double Fuel Filter Water Separator Underhood Diesel Particulate Filter with Curved Exhaust Automatic Belt Tension Device Glow Plug Start Aid Heavy Duty, Low Maintenance Batteries 100-Amp Alternator - 24 Volt 500 Hour Engine Oil Change Interval 70% (35 degrees) Off Level Capability Engine Oil Sampling Valve	1	\$25,947.00
1600	English Decals and Customer Delivery Packet	1	No Charge

1700	JDLINK Ultimate Cellular for the Americas Includes JDLINK hardware: integrated cab wiring harness, antenna, modular telematics gateway (MTG), and JDLINK Ultimate activation. JDLINK utilizes cellular and satellite technology infrastructure that is outside the control of John Deere. Changes to that infrastructure may require customers to purchase compatible JDLINK hardware to restore functionality. Includes 3 year subscription. Annual subscription renewal required after 3 years for continued functionality. JDLINK customer account must be created to access JDLINK Ultimate data. Go to www.StellarSupport.com to renew or update JDLINK subscriptions. Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements . If these terms and conditions are not agreeable do not proceed and do not use the service.	1	In Base Price
3325	700 mm (28 In.) Triple Semi-Grouser Shoes Recommended for general conditions and soft terrain.	1	(\$1,193.00)
4130	Seat, Heated Air-Suspension	1	\$801.00
6835	One Piece Boom with Arm Cylinder and Plumbing	1	\$23,855.00
7180	3.61 M (11 Ft. 10 In.) Arm with Bucket Cylinder and Linkage Not recommended for impact (hammer) or high density material applications.	1	\$15,413.00
7430	Auxiliary High-Flow Hydraulic Lines for 3.61 M Arm w/ 2-Way Foot Controller	1	\$8,569.00
8320	36 In. (914 mm), 0.97 Yd ³ (0.74 M ³) Heavy-Duty Bucket Includes Four (4) John Deere TK-Series Fanggs Teeth (TK400FD).	1	\$9,119.00
7901	Less Grade Ready Reference Mounts	1	In Base Price
Optional Items:			
9015	Engine Block Heater	1	\$243.00
9060	Fuel Filter, Severe-Duty	1	\$172.00
9115	Automatic Reversing Cooling Fan Features selectable intervals and manual override. For use in environments with airborne debris.	1	\$1,688.00
9500	Mechanical Control-Pattern Selector	1	\$1,359.00
9700	Chrome Exhaust	1	\$420.00
AT339178	48 In (1219 mm), 1.39 yd ³ (1.06 M ³) Heavy-Duty Bucket Includes Six (6) John Deere TK-Series Fanggs Teeth (TK400FD)	1	\$9,427.00
AT339180	54 In (1372 mm), 1.61 yd ³ (1.23 M ³) Heavy-Duty Bucket Includes Six (6) John Deere TK-Series Fanggs Teeth (TK400FD)	1	\$9,951.00

Configuration Total:**\$332,668.00**

Summary

Equipment Totals (includes "Other Charges")	Qty	Each	Extended
250G LC FT4 EXCAVATOR	1	\$332,668.00	\$332,668.00

Price and availability subject to change without notice. Taxes, extended warranty and freight charges are extra.
Some additional charges may apply.



2301 Candelaria Blvd. NE
Albuquerque, NM 87107
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El Paso, TX 79936
918-598-1133

1100 Troy King Road
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575-392-6923

125 John Deere Drive
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800-525-2920

1100 E. Cheyenne Rd.
Colorado Springs, CO 80906
800-364-3029

685 Enterprise Drive
Pueblo West, CO 81007
800-333-0850

3763 Monarch Street
Frederick, CO 80516
800-490-6162

Customer Name: City of Carlsbad		Date: 2/18/2016
Customer Street: PO Box 1569		Phone: 575-885-6313
Customer City, State, ZIP: Carlsbad NM. 88220		
Sales Rep: Robert Masales	Office:	Expected Delivery:
Terms: CASH	Cell: 575-441-8368	

	DESCRIPTION	Serial Number	PRICE
1	New 250G John Deere Excavator	N/A	\$332,668.00
	** See Attached Specifications **		
	Less 20% HGAC Discount		(\$66,533.60)
	SUBTOTAL		\$266,134.40
	Plus Factory Freight And PDI		\$9,982.00
	TOTAL		\$276,116.40
	SAFETY, MAINTENANCE And OPERATION	ADD	\$750.00
	FREIGHT To CARLSBAD	ADD	\$1,000.00
	WARRANTY: 12 Months Standard Factory		
	BXR65 (6500 ft.lb Class) BTI Breaker	ADD	\$46,310.00

1. Machines in inventory are subject to prior sale.
2. Trade Allowances based on condition at time of inspection.
3. Delivery quotes contingent upon availability from our suppliers
4. Above prices are good for 30 days.

Accepted By: _____

Quoted By: ROBERT MASALES _____

Quotation/Proposal



JOHN DEERE

Equipment Details

Dealership: ROBERT MASALES
 4 RIVERS EQUIPMENT, LLC
 2400 WEST BENDER
 HOBBS, NM 88240
 Phone: 5753926923

Date February 18, 2016

All amounts are displayed in USD

250G LC FT4 EXCAVATOR

Code	Description	Qty	List Price
0BG0FF	250G LC FT4 EXCAVATOR		\$226,897.00

Options

Required Items:

1095	Engine, John Deere PowerTech PVS 6.8L certified to FT4 / Stage IV emissions For use only in areas where EPA Tier 4/EU Stage IV is required. John Deere PowerTech Plus PVS 6.8 L. (414 Cu. In.) Certified to EPA Tier 4 emissions 188 Net Rated hp (ISO 9249) Turbocharger Charge Air Cooler Electronic Engine Control Unit Auto-Idle System Cool on Demand Hydraulic Driven Fan Antifreeze Protection to -34F (-37C) Enclosed Fan Guard Dual Element Dry-type Air Filter with Restriction Indicator Full Flow Oil Filter Double Fuel Filter Water Separator Underhood Diesel Particulate Filter with Curved Exhaust Automatic Belt Tension Device Glow Plug Start Aid Heavy Duty, Low Maintenance Batteries 100-Amp Alternator - 24 Volt 500 Hour Engine Oil Change Interval 70% (35 degrees) Off Level Capability Engine Oil Sampling Valve	1	\$25,947.00
1600	English Decals and Customer Delivery Packet	1	No Charge

1700	JDLINK Ultimate Cellular for the Americas Includes JDLINK hardware: integrated cab wiring harness, antenna, modular telematics gateway (MTG), and JDLINK Ultimate activation. JDLINK utilizes cellular and satellite technology infrastructure that is outside the control of John Deere. Changes to that infrastructure may require customers to purchase compatible JDLINK hardware to restore functionality. Includes 3 year subscription. Annual subscription renewal required after 3 years for continued functionality. JDLINK customer account must be created to access JDLINK Ultimate data. Go to www.StellarSupport.com to renew or update JDLINK subscriptions. Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements . If these terms and conditions are not agreeable do not proceed and do not use the service.	1	In Base Price
3325	700 mm (28 In.) Triple Semi-Grouser Shoes Recommended for general conditions and soft terrain.	1	(\$1,193.00)
4130	Seat, Heated Air-Suspension	1	\$801.00
6835	One Piece Boom with Arm Cylinder and Plumbing	1	\$23,855.00
7180	3.61 M (11 Ft. 10 In.) Arm with Bucket Cylinder and Linkage Not recommended for impact (hammer) or high density material applications.	1	\$15,413.00
7430	Auxiliary High-Flow Hydraulic Lines for 3.61 M Arm w/ 2-Way Foot Controller	1	\$8,569.00
8320	36 In. (914 mm), 0.97 Yd ³ (0.74 M ³) Heavy-Duty Bucket Includes Four (4) John Deere TK-Series Fanggs Teeth (TK400FD).	1	\$9,119.00
7901	Less Grade Ready Reference Mounts	1	In Base Price
Optional Items:			
9015	Engine Block Heater	1	\$243.00
9060	Fuel Filter, Severe-Duty	1	\$172.00
9115	Automatic Reversing Cooling Fan Features selectable intervals and manual override. For use in environments with airborne debris.	1	\$1,688.00
9500	Mechanical Control-Pattern Selector	1	\$1,359.00
9700	Chrome Exhaust	1	\$420.00
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Configuration Total:**\$332,668.00**

Summary

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Customer Name: City of Carlsbad		Date: 2/18/2016
Customer Street: PO Box 1569		Phone: 575-885-6313
Customer City, State, ZIP: Carlsbad NM. 88220		
Sales Rep: Robert Masales	Office:	Expected Delivery:
Terms: CASH	Cell: 575-441-8368	

	DESCRIPTION	Serial Number	PRICE
1	New 250G John Deere Excavator	N/A	\$332,668.00
	** See Attached Specifications **		
	Less 28% NJPA Discount		(\$93,147.04)
	SUBTOTAL		\$239,520.96
	Plus Factory Freight And PDI		\$9,982.00
	TOTAL		\$249,502.96
	SAFETY, MAINTENANCE And OPERATION	ADD	\$750.00
	FREIGHT To CARLSBAD	ADD	\$1,000.00
	WARRANTY: 12 Months Standard Factory		
	BXR65 (6500 ft.lb Class) BTI Breaker	ADD	\$46,310.00

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Accepted By: _____

Quoted By: ROBERT MASALES

Quotation/Proposal



JOHN DEERE

Equipment Details

Dealership: ROBERT MASALES
 4 RIVERS EQUIPMENT, LLC
 2400 WEST BENDER
 HOBBS, NM 88240
 Phone: 5753926923

Date February 18, 2016

All amounts are displayed in USD

250G LC FT4 EXCAVATOR

Code	Description	Qty	List Price
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Options

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Configuration Total:**\$332,668.00**

Summary

Equipment Totals (includes "Other Charges")	Qty	Each	Extended
250G LC FT4 EXCAVATOR	1	\$332,668.00	\$332,668.00

Price and availability subject to change without notice. Taxes, extended warranty and freight charges are extra.
Some additional charges may apply.

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM
PURCHASING RECOMMENDATION

Council Meeting Date: 3/8/16

Department: IT	BY: Matt Fletcher, Purchasing Mgr.	Date: 3/2/16
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SUBJECT: Services
Description:
Conduct RFP for turn-key the installation of Cat6A wiring for four City facilities

SYNOPSIS:	Qty <u>1</u>	Total Est. Cost	<u>\$ 150,693.01</u>	Total Actual Cost	_____
	Budgeted Yes	Est. City Share	<u>\$ 150,693.01</u>	Actual City Share	_____
	Account # <u>01-0025-84069</u>		<u>\$ 150,693.01</u>		
	Account # _____		_____		
	Account # _____		_____		
	Account # _____		_____		
		TOTAL	<u>\$ 150,693.01</u>		

BACKGROUND, JUSTIFICATION AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)
The City requests permission to conduct an RFP for the implementation of new Cat6A wiring for the following City facilities:

1. Waterworks and Water Dept. Warehouse
2. City Library
3. Carlsbad Museum and Art Center
4. Recreation Center

This project is part of the on-going network infrastructure improvements and will be paid for out of capital funds allocated for this project.

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 3-3-16

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

Requested action to be taken by Council: Select one	Council Action Taken: Select one	Date:
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ADDITIONAL INFORMATION:
The City requests permission to conduct an RFP for the installation of Cat6A wiring at four City facilities.

Reviewed by City Administrator:

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

City of Carlsbad RFP for Data/VOIP wiring

Scope of Work: New Cat6A (**Augmented Cat6**) wiring to be implemented for 4 locations.

1. Waterworks and warehouse located at 1502 W. Stevens Street
2. City of Carlsbad Library at 101 South Halagueno St.
3. City of Carlsbad Museum at 418 Fox St.
4. Recreation Center at 400 Riverwalk Drive

All wiring to be terminated to dual Keystone jacks with face plate and or junction box.

Conduit may be used at the Recreation Center

At other locations the preference is wiring to be run in the wall, but in locations not possible Wiremold or Panduit may be used.

We are requesting turn-key installation from the Keystone jack all the way to the switch, so the connection will be from the keystone to the patch panel and from the patch panel to the switch.

All cabinets, backer boards, patch panels, patch cables and wire maintenance must be included in the quote. Also Cabinets Enclosed or wall mount must be able to accommodate UPS and power distribution, estimating about 4U for the pair.

The locations in each room should in most offices be just above the desk level. In a typical office sufficient drops are expected for moving furniture and computers usually 2 dual keystone jacks at opposite sides of the room. This will not be expected for areas of high public traffic. In those areas wiring will need to be appropriate for the situation.

As well as wiring for computers, printers and other hard wired devices. Wireless Access points will be installed as needed. The Library will need WiFi for the park on the Halagueno side of the building. And all buildings will need sufficient drops located in the ceiling for access point installation. We will be responsible for configuration of the AP's but depending on the location may expect it to be installed by you (for instance at the Rec center where the AP's will be up very high in the building). AP's should be POE so there is not an issue of power location.

Included is installation of drops for future use of security IP cameras.

You must supply proper documentation and certification of wiring installation according to National standards. All drops must be identified from the drop to the patch panel. A1 through C48, conventional labeling of each cable and location.

Mapped locations of cables for AP's or Camera's must be identified and documented for future reference.

Supply List Template

Cat6A Plenum per ft.

Cat6 Data Jack

Face Plates

Patch panels

Ubiquiti AP's

Low Voltage Box

Wire Manager

Wall Rack 20 U with swinging doors

66 Block

Plywood backer board

Cat6 patch cables

Conduit

Panduit/ Wiremold

Surface Mounts

Rack bonding and grounding kit

City Low Voltage Permit

Please be sure to include labor and city tax on labor on your quote. Points will be deducted for failing to include this in your proposal.

Schedule of work from start to finish will be coordinated through the City Project Manager Jason Burns and invoices must be sent to the proper department via email cp@cityofcarlsbadnm.com.

Estimated Ethernet drops per Building:

Library 90

Waterworks 70

Museum 65

Recreation 70

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 3-8-2016

DEPARTMENT: AIRPORT	BY: SHERRI CHANDLER	DATE: 2-19-2016
---------------------	---------------------	--------------------

SUBJECT: John Deere Lease Agreement (5065E Tractor)

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

We have been leasing a tractor to pull a mowing unit to maintain safety areas as well as all areas on airfield.
We can Lease this tractor for 48 months at \$755.80/mo.
All Airport personnel are trained to operate the equipment.

DEPARTMENT RECOMMENDATION: I recommend that we Lease this tractor for a 48 month term.

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"/> Beautification Committee | } <input type="checkbox"/> DISAPPROVED |

Reviewed by:
City Administrator: /s/ Steve McCutcheon **Date:** 3-3-2016

ATTACHMENT(S):

Quote Id: 12764485

Prepared For:
City Of Carlsbad

Prepared By: **Robb Stuart**

Austin Turf & Tractor
809 Steve Hawkins Pwky
Marble Falls, TX 78654

Tel: 830-693-6477
Fax: 830-693-7791
Email: robb.stuart@austinturf.com

Quote Summary

Prepared For:

City Of Carlsbad
 101 S Halagueno St
 Carlsbad, NM 88220
 Business: 575-336-7227
 sechandler@cityofcarlsbadnm.com

Prepared By:

Robb Stuart
 Austin Turf & Tractor
 809 Steve Hawkins Pwky
 Marble Falls, TX 78654
 Phone: 830-693-6477
 robb.stuart@austinturf.com

Cooperative Educational Services (CES) Contract #
 2012-014 515-003 JDC
 18% Off List Price
 48 Month True Lease
 48 Equal Payments = \$ 755.80

Quote Id: 12764485
Created On: 09 February 2016
Last Modified On: 09 February 2016
Expiration Date: 25 March 2016

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 5065E TRACTOR FT4	\$ 44,758.50	\$ 36,817.26 X	1 =	\$ 36,817.26
New - Grace Period, 5065E , Scraper Use:-N/A, 48 Total Months or 1500 Total Hours, U.S., \$250.00 Deductible, Tue Feb 09 21:27:35 CST 2016		\$ 1,450.00 X	1 =	\$ 1,450.00
Sub Total				\$ 38,267.26
Equipment Total				\$ 38,267.26

Quote Summary

Equipment Total	\$ 38,267.26
SubTotal	\$ 38,267.26
Total	\$ 38,267.26
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 38,267.26

Salesperson : X _____

Accepted By : X _____

Quote Id: 12764485

Customer: CITY OF CARLSBAD

JOHN DEERE 5065E TRACTOR FT4

Hours:
Suggested List
Stock Number:
\$ 44,758.50

Code	Description	Qty
1744LV	5065E Utility Tractor (48.3 PTO hp)	1
Standard Options - Per Unit		
0409	English Operators Manual and Decal Kit	1
1381	12F/12R PowrReverser Transmission - 540/540E (PR)	1
2050	Cab	1
3420	Dual Mid Valves with Joystick Control	1
4120	Telescopic Draft Links	1
5185	16.9-28 In. 6PR R1 Bias	1
6040	MFWD (4 Wheel Drive)	1
6101	9.5-24 In. 6PR R1 Bias	1
Dealer Attachments		
BLV10348	Second Rear SCV with Detented Float and Lever Control	1
Service Agreements		
	PowerGard Protection	
Other Charges		
	Freight	1
	Roll-on/Roll-off	1
	Shop Supplies	1
	Setup	1



Extended Warranty Proposal

JOHN DEERE 5065E TRACTOR FT4

Date : February 9, 2016

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type	New - Grace Period	Deductible	\$ 250.00
Equipment Type	5065E TRACT	Coverage	Comprehensive	List	\$ 1,450.00
Model	5065E TRACT	Total Months	48		
Country	US	Total Hours	1500		
Scraper/Const. Use	N/A				

GRACE pricing is only good during the first 12 months or 1000 hours of ownership for new tractors during the John Deere basic warranty period. After this period, DELAYED pricing can be purchased upto the end of the John Deere basic warranty for tractors of 24 months or 2000 hours, and having passed a special inspection/certification process. The Total Months and Hours listed above include the John Deere basic Warranty. 'Limited' Plan coverage = Engine & Powertrain only. 'Comprehensive' Plan coverage = Full Machine.

PowerGard Protection Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

I ACCEPT the PowerGard Protection

I DECLINE the PowerGard Protection

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

What PowerGard Protection is :

The PowerGard Protection Plan is an extended warranty program for reimbursement on parts and labour for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not :

PowerGard Protection is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- PowerGard protection include the following features and benefits under the program :
- Pays for parts and labour costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



ATTENDANCE FOR JANUARY 2016

16,964


Digitally signed by Patsy Jackson
DN: cn=Patsy Jackson, o=City of
Carlsbad, ou=Culture and Rec.,
email=pjackson@cityofcarlsbadn
m.com, c=US
Date: 2016.02.24 16:34:48 -07'00'

CARLSBAD PUBLIC LIBRARY

JANUARY 2016

LIBRARY USAGE

NUMBER OF USES

Visitors	4,099
Computer Sessions	1,434
Annex Use	33
ILL Loan items Received	35
ILL Loan Items Sent	28
Catalog Searches	3,651
Reserves Placed	199
Youth Information Requests	82
Adult Information Requests	335
Virtual Librarian Information Requests	0
Total Information Requests	335

DATABASES

NUMBER OF USES

A to Z Maps	4
A to Z USA	4
Ancestry (In-Library Use)	22
Brainfuse	4
Britannica Image Quest	1
Britannica Online	20
Career Transitions	13
Chilton's Auto Repair	15
Gale Databases - NMSL	648
Gale Testing & Education Resource	11
Global Road Warrior	1
Transparent Languages	1
TOTAL DATABASE USAGE	744

CATALOGING

NUMBER OF ITEMS

Items Added to Collection	471
Items Withdrawn	1,417
Items Missing	67
Total Carlsbad Items	61,063
Materials Requests Fulfilled	39

ACTIVITIES

NUMBER SESSIONS / EVENTS

Preschool Story Time	4
Toddler Time	3
Summer Reading - Children	0
Summer Reading - Teen	0
Tours	0
Outreach	2
Teen Programs	0
Adult Programs	0
Promo Events	0
Special Activities - LEGO	1
Technology Programs	10
TOTAL	20

CIRCULATION

NUMBER OF ITEMS

Books	2,942
Large Print Books	314
Graphic Novels	133
E-Books	245
Audio Books	234
E-Audio Books	289
Software	9
Music	2
Videos	1,136
Magazines	4
E-Magazines	20
Paperbacks	427
Reference	1
eReaders	0
Databases	744
TOTAL ITEMS CIRCULATED	6,500
Adult Items Circulated	2,447
Teen Items Circulated	233
Children's Items Circulated	2,522
Digital Items Circulated	554

PATRONS

NUMBER OF PERSONS

New Patrons This Month (Reg & Dig)	160
Total Digital Patrons Registered	56
Total Patrons Registered	9,634
Unresolved Member Problems	82
Incidents	2
NMLTG Users	82
Self-Check Station Users	164

OTHER SERVICES

NUMBER OF SERVICES

Archival Requests	3
Tests Proctored	1
Newspaper Features	5
Pinterest posts	0
Radio features	0
Facebook posts	14

ATTENDANCE

NUMBER OF PERSONS

Preschool Story Time	104
Toddler Time	181
Summer Reading - Children	0
Summer Reading - Teen	0
Tours	0
Outreach	45
Teen Programs	0
Adult Programs	0
Promo Events	0
Special Activities - LEGO	35
Technology Programs	44
TOTAL	409

LIBRARY NEWS

It was a lot of fun for the preschool children to have a story time about snowflakes in January after experiencing the December snowstorm! They enjoyed science, craft time, stories, and social time. The Library Director attended NM Legislative Day this year, speaking to Representatives and Senators about the importance of the 2016 GO Bond to libraries, and thanking them for their past support.

Library Board of Trustees

At the meeting on January 13th, the Board approved the FY 14-15 Annual Report and an update to the Library Gifts and Donations policy.

Programs, Events, and Outreach

Beth visited the WIC office this month to refresh and replenish the children's bookcase.

Incidents/Complaints and Resolution

One person under Criminal Trespass Warning at the Library/Museum complex was arrested for entering the library, and one of the study booth power tap outlets was stolen.

**Monthly Report
for
January 2016**

Department:	Carlsbad Museum & Art Center
No. of Patrons Served:	500
No. of Incidents / Complaints:	0
Date of Next Board Meeting:	Wednesday, February 17, 2016, 1:30 PM
Activities / Projects / Attendance	
January 1, Museum was closed in observation of New Year's Day.	
January 7, Michele attended Chamber of Commerce monthly meeting	
January 8, the new permanent Roderick F. Mead Gallery opening reception brought in 176. Gregory Most, from the National Gallery of Art, gave a presentation about Mead and his works.	
January 11, Dave attended the FAAV Committee meeting for presentation by architect planning phase 3 of HAP (in front of museum).	
January 18, Museum was closed in observation of Martin Luther King Day.	
January 19, Begin taking down the Baumann Holiday Card and Tech exhibit	
January 20, Museum held regular board meeting.	
January 21, Museum program by Michele at Landsun. 12 patients attended.	
January 25, Dave transported Baumann Holiday Card exhibit to the New Mexico History Museum in Santa Fe	
January 25, Take down Mead prints in new "Local Hangout" exhibit area, begin prep for Harold Buff exhibit	
January 25, Museum program by Michele at Manor House. 14 Attended.	
January 26, City Council approved ABM request by museum to serve wine at 6 events during 2016.	
January 26, Museum program by Michele for the 3rd Floor Rehabilitation Unit at the Carlsbad Medical Center to assist in the occupational therapy for stroke and other patients. 6 patients attended.	
January 27, A new exhibit space called "Local Hangout" is officially opened with Harold Buff being the first featured artist. This space will be an ongoing showcase for local artists.	
January 29, Museum held 5 th Friday Event. 23 attended abstract painting workshop instructed by Marie Johnson.	
January 29, Museum FY16-17 budget and 2015 Annual Report are being worked on	
January 31, Michele attended Bat Brigade in Santa Fe and also visited the Nedra Matteucci Gallery to look at Buffalo Dancer.	
Board / Committee Reports or Directives	
The Museum Board had its regular meeting on January 20 th 2016. The next Museum Board meeting is scheduled for February 17 th , 2016 at 1:30 at the Carlsbad Museum & Art Center.	
Problem / Complaint Resolution: none	

Minutes Attached: Yes _____ No _____

Signed: _____ Dave Morgan, Museum Director

San Jose Senior Recreation Center

Monthly Report

January 2016

No. of Patrons served: 3,546

No. Of Incidents/Complaints: 1

Nutritional Program: 1,694

Date of next board meeting

February 3, 2016

Activities/Project	
Amateur Hour	9
Arts & Crafts	29
Bingo	157
Puzzles	27
Crochet Class	52
Dominos	0
Exercise Equipment	213
Creative Coloring	46
Line Dancing	85
Commission for Blind	0
Mexican BINGO	26
NM State Tax Filing	0
Pool	151
Quilters	12
Sing - Along	76
Low Impact Exercise Class	21
Vitals (BP/Sugar/Oxygen)	127
NMLong Term (MCR)	0
Elvis/Amparo Party (a.m.)	91
MLK Celebration	93
January Dance (p.m.)	0
Birthday Party (monthly)	76

Meetings	
Training Classes	0
Safety Huddle Meeting	24
Foster Grandparents	0
Lawyer Referral	3
Leadership Carlsbad	0
Public Meeting	7
CCVN Meeting	7
SENMCA Adv./Project	0
SJ Adv. Board	6

Services	
Announcements	27
Copies	10
Forms	2
In-coming calls	418
Notaries	2
Referrals (Walk-Ins)	5
Transportation	2
Computer Class	48
Other Activities (dance class)	0

Board/Committee Reports or Directives

Problems/Complaints/Resolutions

N/A

Signed: _____ Date _____

Signed: _____ Date _____

Jan-16 →		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
Amateur Hour	9											1	1	1	1	1				1	1	1	1											
Arts & Crafts	29					1		2	1			1	1		12	2						4								3	2			
Bingo	157					42							37								40						38							
Puzzles	27				2	1	1	2	1			2	1	2	1	2					2	1	1	2				1	1	2	2			
Crochet Class	52				3	3	2	3	3			4	3	3	3	4					4	4					2	3	2	3	3			
Birthday Party (Monthly)	76																																	76
Dominos	0																																	
Exercise Equipment	213				14	14	12	10	6			14	13	9	11	10					14	10	10	7			14	13	13	13	6			
Creative Coloring Class	46				3	3	3	3				3	2	3	3	4					2	2	2	1			3	1	3	2	3			
Line Dancing	85				10			14				11			11							13												
Flu Shots	0																																	
Mexican BINGO	26																				7	8					5	6						
NM State Tax filing	0																																	
Pool	151				9	11	9	9	6			9	9	6	8	7					8	8	8	6			7	7	8	8	8			
Quilters	12						1	1						3								4												
Sing - Along	76																																	76
Low Impact Exercise Class	21												6		4														6	5				
Vitals (BP/Sugar/Oxygen)	127					13		16					26		11						17		10					23		11				
NMLong Term Ag. (MCR)	0																																	
Elvis/Amparo BD Party(a.m.)	91								91																									
January Dance (p.m.)	0																																	
MLK Celebration (a.m.)	93														93																			
Dance Class (other)	0																																	

Services		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
Announcements	27																																	
Copies	10																																	
Forms	2															1																		
In-coming calls	418				18	22	28	19	17			21	26	18	12	15					25	29	18	20			31	26	18	25	30			
Notaries	2																																	
Referrals (Walk-ins)	5				2								2								1													
Transportation	2																																	
Computer Classes	48				1	2	3	2	3			4	4	3	2	2					3	2	2	3			3	2	2	2	3			

Meetings		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			
Training Class	0																																		
Safety Huddle/Safety Meeting	24							6					6										6						6						
Foster Grandparents	0																																		
Lawyer Referral	3																																		
Leadership Carlsbad	0																																		
Public Meeting	7															2							2										3		
CCVN Advisory Board	7				7																														
SENMCA Adv./Project	0																																		
San Jose Advisory Board	6						6																												
Subtotal	1,852																																		

Nutritional Program	1,694
No. Of Incidents/Complaints:	1
Date Of Next Board Meeting:	02/03/16
No.of Patrons served	3,546

Monthly Report
January 2016
NORTH MESA SENIOR RECREATION CENTER

Number of Patrons Served: 4121

New Members: 52

Number of Incidents/Complaints: 0

Date of Next Board Meeting: February 10, 2016

Activities/Projects/Attendance

13 members attended the Zia Quilters monthly luncheon held on January 7th.

Defensive Driving class was held on January 8th, with 7 in attendance.

We have a new sign language class held on Thursdays with 6 people attending this 4 month course.

On January 16th-18th the Zia Quilters held a retreat and had 44 who attended.

Senior Socials were held on January 8th and 22nd with 75 who attended those potlucks.

AARP met on January 25th with 15 who attended this meeting.

Incidents/Complaints:

NORTH MESA SENIOR RECREATION CENTER

January 2016

<u>Activity</u>	<u>Participation</u>
Exercise	990
Library/Lapidary	172
Arts/Crafts	236
Pool/Ping Pong	562
Card Games/Dominoes	304
Wester Jam/Bingo	76
Line Dance	547
Dance	410
Social/Orgs/Events	78
ACBL Bridge	299
Health/Wellness	57
Inquiries	370
Visitors/Guests	20
Total	4121

Deposits

<u>Date</u>	<u>Cash</u>	<u>Checks</u>	<u>Total</u>
1/4/2016	\$180.00	\$97.50	\$277.50
1/5/2016	330.00	105.00	435.00
1/6/2016	375.00	187.50	562.50
1/8/2016	360.00	142.50	502.50
1/11/2016	142.50	75.00	217.50
1/14/2016	307.50	135.00	442.50
1/20/2016	322.50	75.00	397.50
1/28/2016	248.00	134.50	382.50
Total			\$3217.50

**Monthly Report
For
January 2016**

Department: Carlsbad Municipal Transit System

No. of Patrons Served: 4468

No. of Incidents/Complaints: None

Activities / Projects / Attendance					
Passenger Classification					
Total	Elderly	Handicapped	Non-Ambulatory	Other	Revenue
4468	611	506	354	2997	\$6,769.70
We ordered a 2016 StarCraft 12 passenger/2 wheelchair positions.					
On January 12 th we started our association with the Cavern City Advocacy Group. Their mission is to provide child abuse prevention and awareness training to children and adults, and forensically sound interviews to service agencies. We will provide transportation for these children from their homes to the center on Mermod Street.					
We requested permission from the Eddy Federal Credit Union to locate a bus stop shelter on their property.					

Jo Ann Moore, Transit Manager

2/11/2016

MONTHLY REPORT

FOR

January 2016

Department: CCVN (Carlsbad Community Volunteer Network)

No. of Registered Volunteers:	370
No. of Active Volunteers:	230
No. of Work Stations:	27
No. of Volunteer Hours for January 2015:	2,429

Activities for the Month of January

- CCVN Advisory Board meeting was held on January 4, 2016 the next regular board meeting will be held Monday, February 1, 2016 at 12:00 p.m.
- CCVN volunteer provided computer classes throughout the month of January at the San Jose Senior Center.
- CCVN volunteers continue to assist the community on a daily basis with distribution of commodities at Jonah's house, Outreach Center, and at the Community Kitchen.
- CCVN continues to provide volunteer stations for community service clients. For the month of January the CCVN had over 50 hours just in community services at the San Jose Senior Center.

CCVN Staff meets with volunteer station managers once a month to collect the total hours the volunteers worked. Staff is currently updating paper work to reflect the new program's name.

Yanira Gonzales CCVN Coordinator

Patsy Jackson Director of Arts and Culture

**City of Carlsbad
Personnel Department**

**Action Report
Month of February 2016**

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

City of Carlsbad
 Personnel Department Action Report
 Month of February 2016

EMPLOYEE REPORT	Beginning of Month	New Hires	Terminations	Transfers In	Transfers Out	End of Month
Full-Time Employees	440	2	1	1		442
Part-Time/Temp Employees	71	2	2		1	70
Total Employees	511	4	3	1	1	512
Administrative	20	1				21
Judicial	8					8
Finance	22		1		1	20
Police	110	1				111
Fire	62					62
Arts & Culture	66		1			65
Sports & Recreation	51	2	1	1		53
Planning & Regulation	16					16
Utilities	79			1		80
Transportation & Facilities	77				1	76
TOTAL	511	4	3	2	2	512

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

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

DRUG TESTS	Number Given
Pre-employment	2
Probationary	1
Post Accident	10
Random	4
Periodic	0
Probable Cause	0

VACANCIES BID	Department
Water Foreman 2	Water
Construction Maintenance	Construction
ARC Driver	Solid Waste
Electronics Technician	Electrical
Heavy Equipment Operator (temp.)	Water
WW Operator/Apprentice	WWTP
WW Operator/Apprentice	Collections

PHYSICAL EXAMINATIONS	Number Given
Pre-employment	2
Return to Work Evaluation	0
Functional Capacity Evaluation	0

VACANCIES ADVERTISED	Applications Received
City Engineer	1
Waste Water Operator IV	12
ARC Driver	24
Water/WW Operator/Apprentice	42
Electronic Technician	9
Animal Control Officer	Pending
Construction Maintenance	Pending

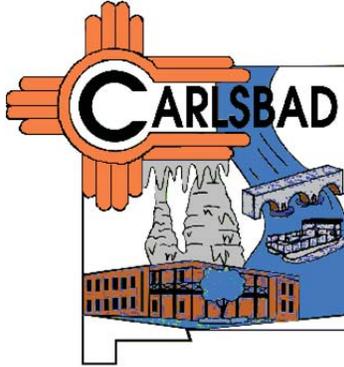
TESTING	Number Given
Patrolman -- Written	12
Patrolman -- Physical	8

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

ACTIVITY SUMMARY		
1. Business Activity:		
New Businesses: 47	Temporary Businesses: 7	Business Renewals: 659
2. Miscellaneous Permits:		
Dances: 0	Parades: 0	Other: 0
3. Building Permits & Inspections:		
Permits Issued: 198	Permit Revenue: \$18,235.43	Inspections Completed: 273
71—Building Permits		49—Building
36—Plumbing/Mechanical		83—Plumbing/Mechanical
91—Electrical Permits		141—Electrical
4. Code Enforcement		
New Cases—30		
Closed cases—0		
5. Planning & Engineering activities for the month of February 2015:		
<u>NEW</u>		
<ul style="list-style-type: none"> • Two Planning & Zoning Applications received for March meeting • Long-Range Roadway Plan—99% Complete • Asset Management Plan 60% Complete • Housing Plan Update—Housing Plan Approved and Posted • Ordinances Being Reviewed for Updates 		
<u>ONGOING</u>		
<ul style="list-style-type: none"> • Infrastructure Mapping (GIS) • Development Review • Subdivision Review and Approvals • Leased Properties Inspections 		
PLANNING AND ZONING COMMISSION		
Meets the first Monday of each month at 5 p.m. in the City Hall Planning Room.		

Signed:  _____
 Jeff Patterson, Planning Director

CITY OF CARLSBAD



TRANSPORTATION AND FACILITIES JANUARY 2016

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: 2016.02.29 11:22:01 -0700

Reviewed and approved by Tom Carlson, Director of Public Works

MONTHLY WORK REPORT

DEPARTMENT: COMMUNITY SERVICE

MONTH: JANUARY 2016

NO. OF EMPLOYEES: 4

NO. OF DAYS IN MONTH: 31

HOLIDAYS THIS MONTH: 2

NO. OF WORK DAYS THIS MONTH: 19

No. of Community Service Workers: None

Hours of Work Performed by Community Service Workers: None

Week of January 1st

New Year's Holiday

Week of January 3rd through January 8th

The crew started the week with litter control at Spring Park, Eddy House, Ocotillo Trail, Pierce Street, under the San Jose Bridge, Canal Street and removed debris from drains. They trimmed Main Street, cut down tree and ingrown drain next to Stripes on Pierce Street.

Week of January 11th through January 15th

The crew did litter control at Spring Park, Eddy House, Ocotillo Trail, National Parks Highway, Lamont Street Church Street and cleaned drainage ditch on Greene Street. They cut down broken limbs on Olive Street, covered graffiti at Lower Tansill women's bathroom and one dumpster at the flumes, Martin Luther King Park, and a pavilion wall. They cut back bushes on the bike path near the flumes. Finished out the week with litter control on Calloway Drive and Boyd Drive.

Week of January 18 through January 22nd

January 18th was Martin Luther King Jr. Holiday

The crew trimmed and cleaned sidewalk, curb and gutters around the College. They removed graffiti in the alley behind Sherwin Williams, Finance Security, Credit Union and litter control on 12th Street and C-Hill.

Week of January 25th through January 29th

The community Service Department trimmed and cleaned drainage ditch behind the cascades. They covered graffiti at 2305 & 2508 cinder block wall on Primrose Street. They trimmed curb and gutter on Pierce Street across Denny's Restaurant and trimmed and cleaned around the miner's parking lot on Greene Street.

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: 2016.02.24 08:12:12 -07'00'

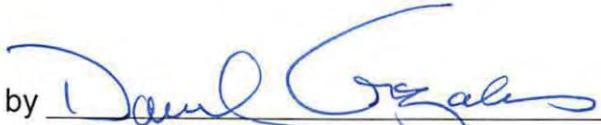
Patrick Cass, Deputy Director of Public Works

MONTHLY WORK REPORT

DEPARTMENT: Construction		MONTH: January 2016	
NO. OF EMPLOYEES: 15		NO. OF DAYS IN MONTH: 31	
HOLIDAYS THIS MONTH: 2		NO. OF WORK DAYS THIS MONTH: 19	

1. Assisted Street Department with snow removal all over town.
2. Install ballyards around fire hydrant at Northgate
3. Installed playground equipment at Shorthorn Park with Parks Department
4. Built office for Radio Tech's in Electric shop
5. Cleaned up Public Works yard and hauled trash to landfill
6. Built memorial for Irene Rubio at Santa Catarina Cemetery
7. Poured concrete drivepad at 301 W Church around new meter boxes for Water Dept.
8. Installed playground equipment at McClenathan Park with Parks Dept.
9. Built memorial at Sunset Gardens Cemetery Baby Land
10. Installed bench at Mesa and Pierce for transit
11. Replaced concrete sidewalk at 1717 Live Oak for Water Department
12. Replaced driveway and repaired fence for Water Department at 2315 Jackson St
13. Built cash/vault room and did various wall repairs at Teen Recreation Center.

Prepared by


David Gonzales, Construction Superintendent

MONTHLY WORK REPORT

DEPARTMENT: ELECTRICAL

MONTH: January 2016

NO. OF EMPLOYEES: 7

NO. OF DAYS IN THE MONTH: 31

HOLIDAYS THIS MONTH: 2

NO. OF WORK DAYS THIS MONTH: 19

Number of Jobs Preformed for Individual Departments

1. Airport	23
2. Golf Course	18
3. Parks	39

4. Waste Water

a. Treatment Plant	22	b. Primary Lift	06
c. Lift Station	12	d. Other	0

5. Water

a. Water Wells	17	b. Double Eagle	18
c. Yard	0	d. Other	0

6. Public Building and Yards

a. City Hall	18	b. Library	06
c. Museum	13	d. Mesa Senior Rec.	11
e. San Jose Sr. Rec.	06	f. Riverwalk Rec.	06
g. Rifle Range	05	h. Community Soup Kitchen	0
i. Antique Lights	19	j. Pecos River Village	12
k. Convention Center	07	l. Civic Center	06
m. Reintegration	0	n. Literacy Building	01
o. Public Works Yard	30	p. Bob Forrest Sports Complex	28
q. Sign Shop	01	r. Port Jefferson	0
s. Landfill	0	t. Solid Waste	13
u. PFA Garage	0	v. Police Department	28
w. Fire Department	26	x.	

7. Traffic	22
8. Streets	24
9. School Crossing Lights	07
10. Transportation	07
11. Cascades	04
12. Sunnyview Catch Basin	0
13. Underground Line Locates	61

Prepared by _____



Digitally signed by Pat Cass
DN: cn=Pat Cass, o=City of Carlsbad,
ou=Public Works,
email=pjccass@cityofcarlsbadnm.com, c=US
Date: 2016.02.08 14:29:57 -07'00'

Patrick Cass, Deputy Director of Public Works

MONTHLY WORK REPORT

DEPARTMENT: **GARAGE**

MONTH: **January 2016**

NO.OF EMPLOYEES: 17

NO. OF DAYS IN MONTH: 31

HOLIDAYS THIS MONTH: 2

NO. OF WORK DAYS THIS MONTH: 19

Summary of Work Performed

Garage Department Master Mechanics and Mechanics

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

Lubrication

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

Tire Repair Shop

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

Welding Shop

Performed various repairs for the following departments:

Solid Waste

Unit 14273 Repair rollers on dumpster

Unit 10783 Fabricate tipper on side mast

Unit 10783 Install can tipper

Unit 14273 Repair body on roll out

Unit 1794 Weld shackle bolt

Measure and order compactor parts

Unit 3006 Heat and straighten forks for backhoe

Unit 14732 Fabricate and weld new fender braces on truck

Fabricate glass recycle container

Unit 14732 Weld on new tarp assembly

Fabricate glass pulverizer dumpster

Unit 14732 Install tarp assembly

Griggs flowers casters

Unit 11592 Cut & fabricate angle iron on tipper, drill hole larger for pin on inspection door

Unit 9090 Fabricate new tarp pole and end caps

Unit 14732 Weld right side tarp structure

Unit 10780 Fabricate step for trash truck
Unit 10789 Repair sidemast, weld timing blocks, repair & modify tipper
Unit 10781 Fabricate tool for rocker arm hold down
Unit 10780 Fabricate cylinder cap plate
Cut roll off container hook
Unit 9091 Fabricate lift lug for bed
Unit 9091 Weld lift lug in bed

Garage Department

Fabricate tool for bearing seal
Fabricate saw horses
Clean yard
Clean shop
Weld tags on saw horses
Stack materials
Safety meeting
Move material for Welding Shop
Cut scrap iron
Fabricate expanded metal rack

Water Department

Fabricate handle on water trailer
Trim pipe bollards & install caps
Paint pipe bollards

Double Eagle

Fabricate 6" to 3" spools with flanges
Weld 6" to 3" reducer
Fabricate hinges for PRV
Fabricate hinges on steel lid
Fabricate 3/8" plate hinges for PRV
Cut patch for leak
Patch water line
Straighten fork attachment hooks for bucket & reweld

Street Department

Weld Post Driver
Repair jack hammer bit
Repair trailer jack
Weld cracks on tailgate
Fabricate post driver
Repair cattle guard - Hidalgo

Parks Department

Layout & draw light pole stand plates on Plasma Cam
Fabricate light pole stand plates
Measure three dugouts
Cut out light pole stand plates
Cut hole in door handle for Riverview restroom
Fabricate trash poker
Install c-purlin at National L.L.

Golf Course

Material for golf course
Unit 14122 Weld exhaust coil brace
Cut material for gates
Fabricate gate post
Measure for gates
Weld caps on gate post
Fabricate gate for cart shed
Measure for fences
Inspect fence
Install gate at cart shed
Weld lock tabs on gate
Fabricate 10' gates for 18th hole
Cut old gate down
Measure Par 3 gate & weld gate
Fabricate Golf Course gate
Install gate post 18 hole exit
Fabricate kicker for 18 hole gates & install

Police Department

Unit 809 Weld door (hinge bolts)
Weld water neck for old Police PD Car (vintage)

Construction

Layout light pole stands on plasma
Cut out light pole stand plates
Weld drill bit
Tack gate at Cemetery

Electric Shop

Fabricate light pole lifting hook
Weld electrical box hold down

Prepared by: _____



Digitally signed by Terry Mathis
DN: cn=Terry Mathis, o, ou,
email=trmathis@cityofcarlsbadn
m.com, c=US
Date: 2016.02.01 11:27:16 -0700'

Terry Mathis, Maintenance 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 19

Week of January 1, 2016

January 1st was the New Year Holiday.

Week of January 4th through January 8th

The Street Department did snow removal on San Jose Subdivision, Big Sky Subdivision and Westridge. They plowed and spread salt on Calloway Drive, Rose Street, Kircher Street, 8th and 10th Street and also cleaned all drains.

Week of January 11th through January 15th

The Street Department crew prepped for hot mix on Standpipe, Fox Street, Florida Street, and Utah Street. They removed debris from the Public Works yard and hauled it to the Landfill. They mowed the Shooting Range and Hot mixed utility cuts on Standpipe, Fox Street, Florida Street and Utah Street.

Week of January 18th

January 18th was Martin Luther King Holiday. The Street Department patched pot holes. They laid millings in alley for repairs on Parker Street, Tansill Street, and saw cut and patched area at Fiesta Drive and National Parks Hwy.

Week of January 25th through January 29th

The crew built pads at Public Works Yard for equipment. Blade3d and cleaned miners parking lot on Greene Street. Repaired alley 1005 N. Thomas Street and did pothole patching and litter control on City Streets.

Signs and Markings Division of the Street Department January 2016

Type of Sign	Repaired	Stripped	Replaced	Installed	Constructed
Stop Signs	08		05		
Warning Signs	03				01
Guide Signs			03	01	09
Street Marker Signs	03		02		04
Regulatory Signs	05		04	11	20

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

- Setup work zones for Water, Street, and Construction at various locations.

Prepared by: _____   Digitally signed by Pat Cass
DN: cn=Pat Cass, o=City of Carlsbad, ou=Public Works, email=pjcas@cityofcarlsbadnm.com, c=US
Date: 2016.02.24 08:13:03 -07'00'

Patrick Cass, Deputy Director of Public Works

CITY OF CARLSBAD
AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 3/8/16

DEPARTMENT: Executive	BY: Stephanie Shumsky, Deputy City Administrator	DATE: 3/3/16												
SUBJECT: Consider proposed amount and changes to the PSA – Annual Service Agreement with Eddy County for the Provision of General Services to Eddy County Residents.														
<p>BACKGROUND, ANALYSIS AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)</p> <p>Annually, the City of Carlsbad enters into an agreement with Eddy County to provide the following general services to all Eddy County residents:</p> <ol style="list-style-type: none"> 1. Parks and Recreation 2. Recreation Facilities – Senior Centers and Riverwalk Recreation Center 3. Library 4. Museum 5. Access to public buildings and use of public meeting spaces 6. Fire and Ambulance Services <p>In turn, Eddy County contributes financially to the City for the provision of these services. In FY16-17, Eddy County proposes to contribute \$571,500 for these services and requested that any proposed changes to the annual agreement (see attached FY15-16 agreement) be brought to their attention no later than March 8th (see attached letter). I will notify them of any changes immediately.</p>														
RECOMMENDATION: Approval of proposed amount with no changes to agreement.														
<p>BOARD/COMMISSION/COMMITTEE ACTION: N/A</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> P & Z</td> <td><input type="checkbox"/> Lodgers Tax Board</td> <td><input type="checkbox"/> Cemetery Board</td> <td><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"/> Disapproved</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><input type="checkbox"/> Other _____</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"/> Disapproved	<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> _____ Committee	<input type="checkbox"/> Other _____
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<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> _____ Committee	<input type="checkbox"/> Other _____											
<p>Reviewed By:</p> <p>City Administrator: <u>/s/ Steve McCutcheon</u> Date <u>3-4-2016</u></p>														

ATTACHMENT(S): FY15-16 agreement and letter from county dated February 23, 2016

PSA-15-16
County of Eddy, New Mexico
Services Agreement
Between Eddy County and City of Carlsbad

THIS AGREEMENT is made and entered into by and between the County of Eddy, hereinafter referred to as the "County", and City of Carlsbad, a local government entity, hereinafter referred to as the "Provider".

The parties do hereby agree to the following terms and conditions:

1.0 Provider Responsibilities

- 1.1 The Provider shall engage a bookkeeper or such other qualified person to manage and oversee the monies provided by the County.
- 1.2 The Provider shall deliver the services to the community as listed on Exhibit A, List or Description of Services.
- 1.3 The Provider shall produce a written activity report each quarter showing the level of services delivered to the community, including the amount and cost of the services provided; the Provider shall submit such report to the **Executive Administrative Assistant in the County Manager's Office, 101 W. Greene Street, Carlsbad, NM 88220.**
- 1.4 The Provider shall maintain its financial records for a period of at least 7 years and shall make such records available to the County's internal or external auditors upon request.
- 1.5 The Provider shall deliver the services shown on Exhibit A, List or Description of Services during the fiscal year of July 1st through June 30th.

2.0 Compensation

- 2.1 The County shall use General Fund monies in the amount of \$571,500.00 to pay the Provider for the community services listed in Exhibit A, List or Description of Services.
- 2.2 The County shall make payments in arrears to the Provider on a quarterly basis after receiving a written activity report for the prior quarter; at the beginning of the first quarter, the Provider shall report on the prior year. The Provider shall also include an invoice for one quarter (1/4) of the above stated amount with the report.
- 2.3 Fourth Quarter Payment and report are due to the County NO LATER THAN JUNE 1. Anything submitted for payment after June 1 will need to be brought before the Board of County Commission for re-approval and reallocation.
- 2.4 The County shall have the right to refuse payment until the written activity report is provided.

PSA-15-16
County of Eddy, New Mexico
Services Agreement
Between Eddy County and City of Carlsbad

3.0 Oversight

The County shall have the right to audit the financial records of the Provider in order to assure that the County monies are being properly spent.

4.0 Terms of the Agreement

4.1 **Term:** this Agreement shall be annual based on the fiscal year of July 1st through June 30th.

4.2 **Renewal:** this Agreement will not renew automatically.

4.3 **Termination without Cause:** either party may terminate this Agreement without cause by giving the other party 90 days written notice.

4.4 **Termination for Cause:** Either party may terminate this Agreement for cause by giving the other party 30 days written notice.

5.0 Discrimination

5.1 The Provider agrees not to discriminate on the basis of race, religion, national origin, sex, color, physical or mental disability, sexual preference or marital status in delivery or access to the community services provided under this Agreement.

5.2 The Provider agrees not to discriminate on the basis of race, religion, national origin, sex, color, physical or mental disability, sexual preference or marital status in its employment practices.

6.0 Amendment

This Agreement may only be amended with the written approval of both parties.

7.0 Governing Law

This Agreement shall be interpreted in accordance with the laws of the State of New Mexico.

8.0 Severability

If any of the provisions of this Agreement are held to be invalid, the remainder of the Agreement shall not be affected unless any provision held invalid was such as to make the fulfillment of the majority purposes of this Agreement impossible or impracticable.

9.0 Force Majeure

Neither party shall be responsible for any delay in performance to the extent that such delay is caused by fires, strikes, embargoes, earthquakes, floods, wars, water, the elements, labor disputes, government requirements, civil or military authorities, acts of

PSA-15-16
County of Eddy, New Mexico
Services Agreement
Between Eddy County and City of Carlsbad

God, or by the public enemy. The party claiming such a delay shall give notice to the other party as soon as practicable after learning of the delay.

10.0 Status as Contractor

This Agreement does not create an employee/employer relationship between the parties. The Provider, its agents, and employees are independent contractors performing services for the County and are not employees of the County.

11.0 Notices

All written notices shall be given by certified mail to the following addresses or as amended by the parties by simple letter, as applicable:

11.1 Board of County Commissioners

Attn: County Manager
101 West Greene Street
Carlsbad, NM 88220

11.2 City of Carlsbad

Attn: City Administrator
P.O. Box 1569
Carlsbad, NM 88221-1569

12.0 Attorney Fees

If either party breaches this AGREEMENT, the prevailing party shall be entitled to recover costs, including attorney's fees, from the non-prevailing party, as determined by a court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2015 with signatures below.

Eddy County Board of Commissioners

BY *Royce Pearson*
Board Chairman

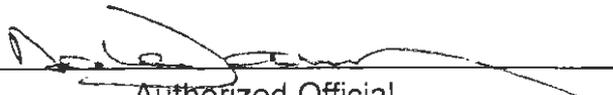
Date: July 7, 2015

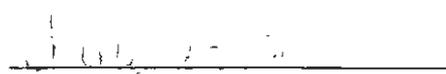
Attested
By *Rob J. White*

Date: 7-7-15

PSA-15-16
County of Eddy, New Mexico
Services Agreement
Between Eddy County and City of Carlsbad

City of Carlsbad

BY 
Authorized Official

Date: 

Mayor - City of Carlsbad
Title of Authorized Official

LIST OR DESCRIPTION OF SERVICES

The City of Carlsbad shall provide equal access to services, for all county residents, for the following programs:

- 1) parks and recreation
- 2) recreation facilities (senior centers and riverwalk)
- 3) library
- 4) museum
- 5) access to public building and use of public meeting spaces

The City of Carlsbad shall also provide public safety services, to the extent defined in other, more specific agreements, to include:

- 1) fire and ambulance services
- 2) water supply for Eddy County volunteer fire departments for fighting fires as needed

**Eddy County
Board of Commissioners**

Glenn Collier
Susan Crockett
Stella Davis
Royce Pearson
James Walterscheid



**Rick J. Rudometkin
Eddy County Manager**

101 W. Greene St.
Suite 110
Carlsbad, NM 88220
Phone: 575-887-9511
Fax: 575-234-1835

February 23, 2016

Mr. Stephen McCutcheon
City of Carlsbad
P.O. Box 1569
Carlsbad, NM 88221-1569

RE: Purchase of Service Agreement (**PSA**) for FYE17

Current Budgeted Amount to be Considered for Approval: **\$571,500**

Dear Mr. McCutcheon,

The Eddy County Board of Commissioners is allowing the Cities and Villages to come and present any request for changes you may have regarding the above Purchase Service Agreement. Please provide your proposed amount and a thorough justification for the increase (if there is an increase). Please provide no more than 2 pages.

The Board would be happy to hear your short presentation (no more than 3 to 5 minutes) at their **March 15th** regularly scheduled meeting. The meeting will be held at the County Administration Building located at 101 West Greene Street, Carlsbad, NM. The meeting will start at 8:30 a.m. and your time slot will be shortly thereafter.

You are not required to make a presentation. However, if you wish to make a short presentation requesting changes to the current budgeted amount, please contact Gay West no later than **March 8th**. Any requests for changes received **AFTER March 8th WILL NOT BE CONSIDERED FOR THE FYE17 BUDGET.** She may be reached by phone at 575-887-9511 or by email at gay@co.eddy.nm.us.

Respectfully,

A blue ink signature of Rick J. Rudometkin, consisting of stylized initials and a surname.

Rick J. Rudometkin
County Manager

**CITY OF CARLSBAD
AGENDA BRIEFING MEMORANDUM**

COUNCIL MEETING DATE: 03-08-2016

DEPARTMENT: Projects	BY: Jason Burns – Projects Administrator	DATE: 03-02-2016												
SUBJECT: 2015 Capital Outlay Legislative Grant – Fire Station #7														
SYNOPSIS, HISTORY and IMPACT (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.): BACKGROUND: <p>The City has received a Capital Outlay Legislative Grant through DFA in the amount of \$30,000.00. The Grant is to be expended to design, construct, and equip a fire station in Carlsbad in Eddy County. There is no match required for this project; remaining funds for the project are already budgeted in the FY1516 budget.</p> <p>Council consideration is requested to approve the resolution for the Agreement with the New Mexico Department of Finance Authority for Appropriation ID 15-0776.</p>														
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	
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<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> _____ Committee												
Reviewed by City Administrator /s/ Steve McCutcheon														
		_Date: 3-3-2016												

ATTACHMENTS:

Agreement between the City of Carlsbad and the New Mexico Department of Finance Authority.

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "LGD", and the **City of Carlsbad**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2015, Chapter 3, Section 28, Para. 128 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

15-0776 \$30,000.00 Appropriation Reversion Date: 30-JUN-19
Laws of 2015, Chapter 3, Section 28, Paragraph 128, thirty thousand dollars (\$30,000) to design, construct and equip a fire station in Carlsbad in Eddy county;

The Grantee's total reimbursements shall not exceed the appropriation amount Thirty Thousand Dollars (\$30,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")^[1], if applicable, Zero Dollars (\$0.00), which equals Thirty Thousand Dollars (\$30,000.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse^[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- a. must be approved by the applicable oversight entity (if any) in accordance with law; or
- b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.

- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.

- c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.

- d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: City of Carlsbad
Name: Jason C. Burns
Title: Projects Administrator
Address: P.O. Box 1569, Carlsbad, NM, 88221
Email: jcburns@cityofcarlsbadnm.com
Telephone: 575-887-1191
FAX: 575-885-1101

Department: DFA/Local Government Division
Name: Ms. Karen Ramage
Title: Project Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: karen.ramage@state.nm.us
Telephone: 505-827-4963
FAX: 505-824-4948

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2019**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department may require directly

into a database maintained by the Department. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

(i) The Grantee must submit one original and one copy of each Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."

(iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance written approval.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable

time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records

sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Carlsbad** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Carlsbad's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Carlsbad**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Carlsbad** or DFA/LGD."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under Department of Finance and Administration, Local Government Division (DFA/LGD) Grant Agreement. Should DFA/LGD early terminate the

grant agreement, the **City of Carlsbad** may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Carlsbad**'s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT 1**

PERIODIC REPORT FINAL REPORT

Grantee: _____

Project Number: _____ Reporting Period: _____

1. Please provide a detailed status of project referenced above.

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

B. Project Phase

Bonds Sold Plan/Design Bid Documents Construction
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: _____

PERIODIC REPORT

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

FINAL REPORT

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

Grantee Representative/Title

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 2**

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
 B. Address: _____
Complete Mailing, including Suite, if applicable

City State Zip
 C. Phone No: _____
 D. Grant No: _____
 E. Project Title: _____
 F. Grant Expiration Date: _____

II. Payment Computation

- A. Grant Amount: _____
 B. AIPP Amount (If Applicable) _____
 C. Funds Requested to Date: _____
 D. Amount Requested this Payment: _____
 E. Grant Balance: \$0.00
 F. GF GOB STB (attach wire if 1st draw)
 G. Payment Request No. _____

III. Fiscal Year Expenditure Period Ending:

(check one)

- (Jan-Jun) Fiscal
 (Jul-Dec) Year

IV. Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

**Grantee Fiscal Officer
 or Fiscal Agent (if applicable)**

 Printed Name
 Date: _____

SWORN TO AND SUBSCRIBED
 before me on this _____ day
 of _____, 20____

Notary Public _____
 My Commission expires _____

Grantee Representative

 Printed Name
 Date: _____

SWORN TO AND SUBSCRIBED
 before me on this _____ day
 of _____, 20____

Notary Public _____
 My Commission expires _____

(Department Use Only)

Vendor Code: _____
 Loc No.: _____

Fund No.: _____

Division Fiscal Officer	Date
I certify that the Grantee financial and vendor file information agree with the above submitted information	

Division Project Manager	Date
I certify that the Grantee records and related appropriation laws agree with the above submitted information.	

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 3**

DATE: _____

TO: Grantee Representative: _____

FROM: Department Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Project Number: 15-0776

As the designated representative of the Department for the Grant Agreement number 15-0776 entered into between Grantee and the Department, I certify that the Grantee has submitted to the department the following third party obligation executed in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract)#: _____

Vendor of Contractor: _____

Third party Obligation amount: _____

Termination Date: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all of the terms and conditions of the above referenced Grant Agreement.

Grant Amount adjusted for AIPP if applicable: _____

The Amount of this notice of Obligation to Reimburse: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Reimburse as of this Date: _____

Department Representative: _____

Title: _____

Signature: _____

Date: _____

**No document for this
Agenda Item**

**No document for this
Agenda Item**

ECONOMIC INDICATORS
Planning, Engineering, & Regulation Department
FEBRUARY 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		
April	40		
May	39		
June	35		
Year to Date	393	247	

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		
April	296		
May	336		
June	387		
Year to Date	3,610	1,828	

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		
April	10,049,898		
May	4,514,039		
June	4,675,419		
Year to Date	\$69,169,344	\$32,865,684	



Timothy Keller
State Auditor

Sanjay Bhakta, CPA, CGFM, CFE, CGMA
Deputy State Auditor

State of New Mexico
OFFICE OF THE STATE AUDITOR

March 3, 2016

SAO Ref. No. 6022

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

SUBJECT: Audit Report—City of Carlsbad—2014-2015 Fiscal Year—Prepared by Strickler & Prieto, LLP

The audit report for your agency was received by the Office of the State Auditor (Office) on February 9, 2016. The State Auditor's review of the audit report required by Section 12-6-14(B) NMSA 1978 and 2.2.2.13 NMAC has been completed. This letter is your authorization to make the final payment to the Independent Public Accountant (IPA) who contracted to perform the agency's financial and compliance audit. In accordance with Section 2 of the audit contract, the IPA is required to deliver the specified number of copies of the audit report to the agency.

Pursuant to Section 12-6-5 NMSA 1978, the audit report does not become public record until five days after the date of this release letter, unless your agency has already submitted a written waiver to the Office. Once the five-day period has expired or upon the Office's receipt of a written waiver, the audit report shall be:

- released by the Office to the Legislative Finance Committee and the Department of Finance and Administration;
- posted by the Office on our website; and
- presented by your agency to a quorum of the agency's governing authority at a public meeting, per Section 2.2.2.10(J)(3)(d) NMAC, *Requirements for Contracting and Conducting Audits of Agencies*.

The IPA's findings and comments are included in the audit report on pages 114-120. **It is ultimately the responsibility of the governing authority of the agency to take corrective action on all findings and comments.**

Sincerely,

A handwritten signature in cursive script that reads "Timothy Keller".

Timothy Keller
State Auditor

cc: Strickler & Prieto, LLP