



A G E N D A

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

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

Invocation – Pledge of Allegiance

1. Approval of Agenda
2. Approval of Resolution No. 2016-46, a Resolution making certain Budgetary Adjustments to the 2016-2017 Fiscal Year Budget (2nd Quarter)
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 October 25, 2016

B. City Personnel Report

C. Purchasing:

- 1) Consider approval to Advertise Invitation to Bid, Phase 3 of the Halagueno Art Park Project
- 2) Consider approval to Reject and Rebid RFP No. 2016-31, for Golf Pro Services at the Lake Carlsbad Municipal Golf Course

D. Contracts and Agreements:

- 1) Consider approval of Agreement between the City of Carlsbad and Becky Thompson for Concession Services at the Bob Forrest Sports Complex
- 2) Consider approval of Agreement between the City of Carlsbad and the NM Department of Finance and Administration Fund 89200 Capital Appropriation Project to plan, design, renovate, construct and equip the historic Cavern Theater
- 3) Consider approval of Agreement between the City of Carlsbad and the Southeastern NM Economic Development District, Council of Governments for certain Fiscal Agent Services for the 89200 Capital Appropriation Project to plan, design, renovate, construct and equip the historic Cavern Theater

E. Monthly Reports:

- 1) Personnel Department Monthly Report, October, 2016
- 2) Utilities Department Monthly Report, September, 2016

F. Board Appointments:

- 1) Carlsbad Museum & Art Center Board of Trustees-Kushroo Ghadiali, 5-year term (replacing Carolyn Olson)

4. Consider approval of the Transfer of the Bill Edmondsdon Field from Sunset Park to the Bob Forrest Youth Sports Complex Baseball Field #5
5. Consider approval of Second Amendment to the Agreement between the City of Carlsbad and Curtis McKinney, Metal Shop Live, LLC for promotion and operation of the Walter Gerrells Performing Arts & Exhibition Center
6. Consider approval of Resolution No 2016-47, a Resolution Declaring Certain City Property Unusable or Obsolete
7. Consider approval of Resolution No 2016-48, a Resolution to reinstate a 2006, F-450 Ford Utility Truck #9613, that was approved at the October 11, 2016, City Council Meeting as nonessential and deleted from the City of Carlsbad Inventory List, for use by the Transit Department Mechanic
8. Consider approval of Resolution No 2016-49, a Resolution designating the Method of Destruction for Eligible Municipal Records
9. Consider approval of request from Gary Lane, LBG Development, LLC for a new Concept Plan for the Montclair Development (formerly El Dorado) located on the east side of the National Parks Highway
10. Council Committee Reports
11. 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

- *Special Meeting-Tuesday November 15, 2016 at 6:00 p.m.*
 - Regular meeting - Tuesday, December 13, 2016 at 6:00 p.m.

CANCELLED MEETINGS:

- Regular meeting - Tuesday, November 22, 2016 at 6:00 p.m.
- Regular meeting - Tuesday, December 27, 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.

RESOLUTION NO. 2016- 46

**A RESOLUTION MAKING CERTAIN BUDGETARY
ADJUSTMENTS TO THE 2016-17 FISCAL YEAR BUDGET**

WHEREAS, it is necessary to amend the 2016-17 fiscal year budget to adjust revenues, transfers and expenditures as reflected on the attached pages, and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CARLSBAD that the 2016-17 fiscal year budget be amended as attached.

INTRODUCED, PASSED, ADOPTED AND APPROVED this 8TH day of November 2016.

Mayor

ATTEST:

City Clerk

**CITY OF CARLSBAD
FY 2016-2017 BUDGET**

	BEGINNING BUDGET	1ST QTR ADJUSTMENTS	OCTOBER ADJUSTMENTS	NOVEMBER ADJUSTMENTS	INC/DEC ADJ	REVISED BUDGET
GENERAL FUND FUND 01						
CASH BALANCE	16,932,710					16,932,710
REVENUE	37,991,137		8,804			37,999,941
NET TRANSFERS	5,136,485		21,801			5,158,286
TOTAL REVENUES AND TRANSFERS	43,127,622		30,605			43,158,227
PERSONNEL EXPENSE	34,380,980		38,221	34,595		34,453,796
OPERATING EXPENSE	7,318,713		121,535		(7,500)	7,432,748
CAPITAL OUTLAY	1,868,212		24,608		7,500	1,900,320
TOTAL EXPENSES	43,567,905		184,364	34,595		43,786,864
NET REVENUES/EXPENSES	(440,283)		(153,759)	(34,595)		(628,637)
ENDING CASH BALANCE	16,492,427		(153,759)	(34,595)		16,304,073
STATUTORY 1/12 RESERVE						3,648,905
ADDITIONAL 1/12 RESERVE						3,648,905
UNRESTRICTED CASH BALANCE						9,006,262

**CITY OF CARLSBAD
 FY 2016-2017 BUDGET ADJUSTMENTS
 2ND QTR
 NOVEMBER**

		Current Budget	Change Budget	New Budget	Item #
01-0083-50010-000000	SALARIES & BENEFITS INCREASE SALARIES & CITY SHARE OF BENEFITS FOR PROMOTION OF MUSEUM CURATOR TO MUSEUM ASSISTANT DIRECTOR	149,122	17,543	166,665	1
01-0083-50011-000000	CITY SHARE - HEALTH INSUR. INCREASE SALARIES & CITY SHARE OF BENEFITS FOR PROMOTION OF MUSEUM CURATOR TO MUSEUM ASSISTANT DIRECTOR	408	13,684	14,092	1
01-0083-50012-000000	CITY SHARE - FICA INCREASE SALARIES & CITY SHARE OF BENEFITS FOR PROMOTION OF MUSEUM CURATOR TO MUSEUM ASSISTANT DIRECTOR	11,408	1,342	12,750	1
01-0083-50013-000000	CITY SHARE - PERA INCREASE SALARIES & CITY SHARE OF BENEFITS FOR PROMOTION OF MUSEUM CURATOR TO MUSEUM ASSISTANT DIRECTOR	12,818	1,675	14,493	1
01-0083-50014-000000	CITY SHARE - RHCA INCREASE SALARIES & CITY SHARE OF BENEFITS FOR PROMOTION OF MUSEUM CURATOR TO MUSEUM ASSISTANT DIRECTOR	2,684	351	3,035	1
	TOTAL EXPENDITURES DEPT. 83 - MUSEUM		34,595		
	TOTAL EXPENDITURES GENERAL FUND		34,595		
	NET INC/DEC GENERAL FUND		(34,595)		

**CITY OF CARLSBAD
FY 2016-2017 BUDGET**

	BEGINNING BUDGET	1ST QTR ADJUSTMENTS	OCTOBER ADJUSTMENTS	NOVEMBER ADJUSTMENTS	INC/DEC ADJ	REVISED BUDGET
LODGERS' TAX - PROMOTIONAL FUND 23						
CASH BALANCE	1,497,099					1,497,099
REVENUE	520,000					520,000
NET TRANSFERS	(119,689)					(119,689)
TOTAL REVENUES AND TRANSFERS	400,311					400,311
PERSONNEL EXPENSE	-					-
OPERATING EXPENSE	650,672		54,839	25,000		730,511
CAPITAL OUTLAY	173,000					173,000
TOTAL EXPENSES	823,672		54,839	25,000		903,511
NET REVENUES/EXPENSES	(423,361)		(54,839)	(25,000)		(503,200)
ENDING CASH BALANCE	1,073,738		(54,839)	(25,000)		993,899

CITY OF CARLSBAD
FY 2016-2017 BUDGET ADJUSTMENTS
2ND QTR
NOVEMBER

		Current Budget	Change Budget	New Budget	Item #
23-0230-61177-201617	CHRISTMAS ON PECOS SPEC PROMO PROMOTIONAL EXPENSE FOR CHRISTMAS ON THE PECOS 25TH ANNIVERSARY APPROVED BY LTAB ON 10/14/16	0	25,000	25,000	2
	TOTAL EXPENDITURES LODGERS' TAX - PROMOTIONAL		25,000		
	NET INC/DEC LODGERS' TAX - PROMOTIONAL		(25,000)		

**LINKED MINUTES OF REGULAR MEETING OF THE CITY COUNCIL OF THE
CITY OF CARLSBAD, NEW MEXICO, HELD IN THE MUNICIPAL BUILDING
ON OCTOBER 25, 2016 AT 6:00 P.M.**

Present:	Dale Janway	Mayor
	Edward T. Rodriguez	Councilor
	Leo B. Estrada	Councilor
	Wesley A. Carter	Councilor
	Richard Doss	Councilor
	Janell E. Whitlock	Councilor
Absent:	Lisa A. Anaya Flores	Councilor
	J. R. Doporto	Councilor
	Jason Shirley	Councilor
Also Present:	Steve McCutcheon	City Administrator
	Stephanie Shumsky	Deputy City Administrator
	Eileen P. Riordan	City Attorney
	Nadine Mireles	Deputy City Clerk
	Patsy Jackson-Christopher	Director of Arts & Culture
	Luis Camero	Director of Engineering Services
	Steve Hendley	Director of Parks & Recreation
	Michael Hernandez	Director of Utilities
	Wendy Hammett	Finance Director
	Michael Ristom	EMS Division Chief
	Jeff Patterson	Planning Director
	Kent D. Waller	Police Chief
	Thomas Carlson	Public Works Director

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**

0:00:03 **Invocation - Pledge of Allegiance**

0:00:38 **Mayor Janway announced Ms. Laverne Shan with the Student Advisory Council.**

Ms. Shan said she is honored to work with the Student Advisory Council and feels the students will represent Carlsbad very well.

0:05:27 **Mayor Janway introduced Ms. Rachel Pyeatt, Girl Scout Troop Leader #12001.**

Ms. Pyeatt introduced the troop and said they would like to address the Council regarding recycling.

Chloe Pyeatt, Girl Scout, strongly encouraged the Council to continue to seek alternative ways to finance the recycling program. She explained recycling is important to the troop because they talk about using resources wisely in troop projects and events. She urges the Council to reuse the city's recyclables in order to keep our natural resources for future generations. She said remember what we don't recycle today affects our environment tomorrow. She thanked the Mayor and Council for allowing the troop to express their recycling concerns.

Kaitlyn Robertson, Girl Scout, asked to present the Council with 137 letters from fellow Girl Scouts, classmates, and other concerned youth. She said recycling helps make the world a better place because it helps keep cities clean. She said she hopes the Mayor and Council will do their best to find a way to help the recycling center. She thanked the Mayor and Council for their time and consideration on the recycling issue.

Councilor Carter said the troop did a great job and added they are never too young to make a difference.

Ms. Shumsky said the Girl Scouts are a powerful group and presenting their concerns and all the letters really makes an impact. She said the troop has shown their dedication and understanding of the importance of recycling in the environment. She said she appreciates that the troop cares about the community and the planet. **Ms. Shumsky** invited them anytime they have concerns in the community. She explained at this time the City is looking into several possibilities for recycling. She said the city values recycling and understands the importance to the environment. She explained she will have more information soon and will update the troop leaders. She said glass pulverizing is continuing at the convenience station. She said that the glass is used in a variety of different projects around town. She added that CARC will still receive paper for recycling.

0:17:23 **Mayor Janway asked EMS Division Chief Michael Ristom to give an update on the Firefighters Combat Challenge Team at the Worlds championship.** **EMS Division Chief Ristom** said the team is currently competing in Montgomery Alabama at the World Finals. He said the team will be competing for the next three days. He said the most successful part of the team is the relay team. He said Carlsbad's Combat Challenge Team is probably the fastest team in the world. He added staff is very proud of the team. He said the results will not be known until the end of the week. He said the team is already National Champions and staff is hoping they will bring home the World title.

Mayor Janway added that he and Council are proud of the Combat Challenge Team.

0:19:16 **1. APPROVAL OF AGENDA**

0:19:20 **Motion**

The motion was made by Councilor Doss and seconded by Councilor Rodriguez to approve the Agenda

0:19:24 **Vote**

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

0:19:33 **2. APPROVAL OF STATEMENT REGARDING CLOSED SESSION OF OCTOBER 21, 2016 PURSUANT TO NMSA 1978, SECTION 10-15-1(H)(7) TO DISCUSS THREATENED OR PENDING LITIGATION**

0:20:19 **Motion**

The motion was made by Councilor Carter and seconded by Councilor Rodriguez to approve Statement regarding Closed Session of October 21, 2016 pursuant to NMSA 1978, Section 10-15-1(H)(7) to discuss Threatened or Pending Litigation

0:20:23 **Vote**

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

0:20:40 **3. CITY OF CARLSBAD FINANCIAL REPORT FOR SEPTEMBER 2016**

Ms. Hammett reviewed the revenues and expenditures as of September 2016 for the General Fund and selected Enterprise and Special Funds contained within the City Budget.

0:22:01 **Councilor Doss** said he feels the Budget Committee was prudent with the budget at the beginning of the year. He said the Committee will have to see how the next couple of months go and there may be further downsizing on the estimated gross receipts tax. He urged all employees to be vigilant on spending.

0:22:34 **4. ROUTINE AND REGULAR BUSINESS**

- A. Minutes of the Regular City Council Meeting Held on October 11, 2016
- B. Minutes of the Special City Council Meeting Held on October 21, 2016
- C. City Personnel Report
- D. Purchasing:
 - 1) Consider approval to Award Bid No. 2016-29, to Smithco Construction, Inc. for two, (2) Sewer Lift Station Replacements

- 2) Consider approval to Award Bid No. 2016-30, to Constructors, Inc. for the San Jose Phase 4 Project
- 3) Consider approval to Award RFP No. 2016-23, for On-Call Professional Engineering and RFP No. 2016-24, for Architectural Services for various projects by multiple firms
- 4) Consider approval to Award Bid No. 2015-25, for On-Call Professional Surveying Services for various projects by multiple firms
- E. Contracts and Agreements:
 - 1) Consider approval of Authorization giving Authority to transact business on the City of Carlsbad Investment Account
- F. Monthly Reports:
 - 1) Arts and Culture Department Monthly Report, September, 2016
 - 2) Planning, Engineering & Regulation Department Monthly Report, September, 2016
 - 3) Sports and Recreation Department Report, September, 2016
 - 4) Utilities Department Report, September, 2016
- G. Board and Committee Appointments
 - 1) Lake Carlsbad Golf Course Advisory Board-Reappoint: Charles Cable, 4-year term and Appoint: Jack Litschke, 4-year term

0:22:56 **Mayor Janway asked Mr. McCutcheon to discuss Item D.1 Consider approval to Award Bid No. 2016-29, to Smithco Construction, Inc. for two (2), sewer Lift Station Replacements**

Mr. McCutcheon explained Item D.1 is to award bid to Smithco Construction for two sewer lift stations. He said the lift stations that are being replaced are at Stevens Street and Pate Street. He said the funding available will allow two sewer lift stations to be built. He explained Smithco was the only company in the state who bid on the project and Smithco did receive a slight advantage for being an in state contractor.

0:25:06 **Motion**

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

0:25:14 **Vote**

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

0:25:25 **5. CONSIDER APPROVAL OF THE AGREEMENT BETWEEN THE CITY OF CARLSBAD AND THE CARLSBAD COMMUNITY FOUNDATION, INC. FOR THE DONATION OF REAL PROPERTY (PUBLIC PARKING LOT)**

Mr. McCutcheon explained there has been discussion between the City and the Foundation to donate the parking lot between Canyon and Main Streets. He said the Foundation has been very generous in donating the parking lot to the City and staff is

recommending approval. He said the Foundation has asked for a sign acknowledging the donation.

Councilor Rodriguez said he recently became a member of the Foundation board. He explained these discussions took place long before he was a member of the board or a member of the Council. He added he wants true transparency and would like everyone to know he is involved with both.

0:28:43 **Motion**

The motion was made by Councilor Rodriguez and seconded by Councilor Whitlock to approve the Agreement between the City of Carlsbad and the Carlsbad Community Foundation, Inc. for the donation of Real Property (Public Parking Lot)

0:28:54 **Vote**

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

0:29:08 **6. COUNCIL COMMITTEE REPORTS**

Ms. Wanda Durham said she is happy to report the project at the annex that Durham Mackay has been working on is continuing and on schedule. She said the Council's first meeting in December will probably be able to be held in the new Council Chambers. She said everything is on schedule for the targeted date. She said Durham Mackay will continue with the other phases and are very happy with the results. **Mayor Janway** asked about the municipal court project. **Ms. Durham** said the project is not in the same stage. She added Durham Mackay is working diligently to finish the Council Chambers and will then move over to the Municipal Court. She explained she cannot give an anticipated completion date, but the target dates, up to this point have been on target. **Mr. McCutcheon** added that staff had planned to begin Council in the new chamber in January to get set up. He said if the Mayor and Council desire staff can move the schedule up.

0:32:03 **7. ADJOURN**

0:32:07 **Motion**

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

0:32:13 **Vote**

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

0:32:26 **Adjourn**

There being no further business, the meeting was adjourned at 6:32 p.m.

Mayor

ATTEST:

City Clerk

DRAFT

CITY OF CARLSBAD
PERSONNEL REPORT
November 8, 2016

APPOINTMENTS:

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
Alex Mitchell	11/14/16	Library	BPA Intern

TERMINATIONS:

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>	<u>REASON</u>
Ray Doporto	10/31/16	Parks	Irrigation Specialist	Retired

INTERNAL TRANSFERS AND PROMOTIONS:

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
Elba Alanzo	10/24/16	Community Service	Caretaker
Edilberto Moreno	10/24/16	Environmental Svc.	Lab Technician
Mark Warmbein	10/24/16	Transit	Master Mechanic

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: Patsy Jackson-Christopher, Culture, Recreation and Community Services 

SUBJECT: Recommendation for Employment

DATE: October 19, 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: Alex Mitchell Classification/Position: BPA/OJT Intern

Department: Library - Culture, Recreation and Community Services

- | | | |
|---|---|--|
| <input type="checkbox"/> Regular | <input type="checkbox"/> Full-time | <input checked="" type="checkbox"/> Hourly \$ <u>7.50</u> per hour |
| <input type="checkbox"/> Seasonal | <input checked="" type="checkbox"/> Part-time | <input type="checkbox"/> Salary \$ _____ per annum |
| <input checked="" type="checkbox"/> Temporary | <input type="checkbox"/> On call | |

Education Level:

- | | | |
|--|---|-------------------|
| <input type="checkbox"/> Associates Degree | <input type="checkbox"/> High School Diploma | GED or equivalent |
| <input type="checkbox"/> Bachelors Degree | _____ | |
| <input type="checkbox"/> Masters Degree | _____ | |
| <input checked="" type="checkbox"/> Other | <u>BPA/OJT student at CHS to graduate May, 2017</u> | |

Employment:

Present or last Employer: CHS Natatorium

From Jun-15 to present Classification: Part-time

Duties:

Welcome visitors, accept fees and write receipts, clean and monitor the facility.

Related Experience: Customer service at CHS Natatorium desk and Sonic, AP student.

Comments:

Alex will make a good addition to the library service team. His mother, Lorie Mitchell, is currently CMS district librarian.

CITY OF CARLSBAD

**AGENDA BRIEFING MEMORANDUM
PURCHASING RECOMMENDATION**

Council Meeting Date: 11-08-16

Department: Engineering	BY: Jason Burns - Projects Administrator	Date: 11-02-16
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SUBJECT: Infrastructure
Description:
Advertise Invitation to Bid for Halagueno Art Park Phase 3

SYNOPSIS:	Qty <u>1</u>	Total Est. Cost <u>\$ 72,000.00</u>	Total Actual Cost _____
	Budgeted Yes	Est. City Share <u>\$ 0.00</u>	Actual City Share _____
	Account # <u>49-0490-84014-914009</u>	<u>\$ 75,000.00</u>	
	Account # _____	_____	
	Account # _____	_____	
	Account # _____	_____	
	TOTAL		<u>\$ 75,000.00</u>

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

The plans are complete and have been reviewed for the Halagueno Art Park Phase 3. The city has received a Legislative Grant, in the amount of \$75,000.00, to be expended on this project.

Council consideration is requested for approval to advertise for qualified firms to submit bids for the Halagueno Art Park Phase 3 Project.

Requested action to be taken by Council: Advertise Invitation for Bid	Council Action Taken: Select one	Date: Nov. 8, 2016
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Reviewed by City Administrator: /s/ Steve McCutcheon Nov. 4, 2016

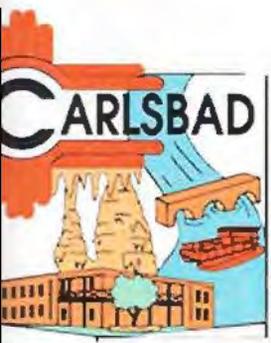
POST BID/RFP RECOMMENDATION	Council Meeting Date:
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Requested action to be taken by Council: Select one	Council Action Taken: Select one	Date:
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ADDITIONAL INFORMATION:

Reviewed by City Administrator:

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



SCHEMATIC DESIGN

HALAGUENO PARK PHASE III

CITY OF CARLSBAD

**AGENDA BRIEFING MEMORANDUM
PURCHASING RECOMMENDATION**

Council Meeting Date: 11/8/16

Department: Golf	BY: Matt Fletcher, CPO	Date: 11/2/16
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SUBJECT: Services
Description:
Golf Professional Services for Lake Carlsbad Municipal Golf Course

SYNOPSIS: Qty <u>1</u> Total Est. Cost _____ Total Actual Cost _____
Budgeted Yes Est. City Share _____ Actual City Share _____
Account # _____
Account # _____
Account # _____
Account # _____
TOTAL <u> </u> \$ <u>0.00</u>

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

The City of Carlsbad solicited proposals for Golf Professional Services for the Lake Carlsbad Municipal Golf Course. The City received one proposal.

Due to budget considerations, the City recommends rejecting the proposal and conducting a second RFP.

Requested action to be taken by Council: Select one	Council Action Taken: Select one	Date:
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Reviewed by City Administrator: /s/ Steve McCutcheon Nov. 4, 2016

POST BID/RFP RECOMMENDATION	Council Meeting Date:
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Requested action to be taken by Council: Reject and Rebid RFP Number 2016-31	Council Action Taken: Select one	Date:
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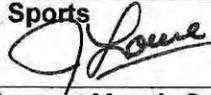
ADDITIONAL INFORMATION:
The City recommends rejecting RFP 2016-31 and conducting a second RFP for Golf Professional Services.

Reviewed by City Administrator: /s/ Steve McCutcheon Nov. 3, 2016

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

CITY OF CARLSBAD
AGENDA BRIEFING MEMORANDUM

COUNCIL MEETING DATE: November 8, 2016

DEPARTMENT: Sports Complex	BY: John Lowe, Sports Superintendent 	DATE: November 1, 2016												
SUBJECT: Concession Services for the Bob Forrest Youth Sports Complex														
SYNOPSIS, HISTORY and IMPACT (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.): The City of Carlsbad solicited RFP's (RFP # 2016-27) for concession services for the Bob Forrest Youth Sports Complex. Becky Thompson was the only vendor to submit a proposal; therefore the Sports Complex Department is requesting city council enter into An agreement with Becky Thompson to perform concession services in all three (3) concession stands at the Bob Forrest Youth Sports Complex. Ms. Thompson has operated the three concession stands at the sports complex since 2013.														
DEPARTMENT RECOMMENDATION: Enter into a contract with Becky Thompson to perform concession services at the Bob Forrest Youth Sports Complex.														
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></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"/> 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													
Reviewed by City Administrator: <u> /s/ Steve McCutcheon</u> Date: <u> Nov. 3</u> , 2016														

ATTACHMENTS: Agreement between Becky Thompson & City of Carlsbad for concession services at BFYSC.

**AGREEMENT BETWEEN THE CITY OF CARLSBAD AND
BECKY THOMPSON FOR CONCESSION SERVICES
AT THE BOB FORREST SPORTS COMPLEX**

1 THIS AGREEMENT is entered into at Carlsbad, New Mexico, this ____ day of _____,
2 2016, by and between the **CITY OF CARLSBAD**, New Mexico, a municipal corporation,
3 hereinafter referred to as the "**City**," and **BECKY THOMPSON**, an individual, hereinafter referred
4 to as "**Thompson**."

5
6 WHEREAS, the City owns and operates a facility known as the Bob Forrest Sports Complex,
7 hereinafter referred to as the "Complex", at which there is a variety of youth sports venues including
8 baseball, softball, and soccer fields; and

9
10 WHEREAS, the Complex includes three concession facilities; and

11
12 WHEREAS, the City has previously allowed the various youth sports leagues to use the
13 concession facilities at the Complex to raise money for the operation of youth sports activities; and

14
15 WHEREAS, the Bob Forrest Sports Complex Advisory Board determined that it is in the best
16 interest of the City to contract with a private concessionaire for the operation of the concession
17 facilities; and

18
19 WHEREAS, in its RFP No. 2016-27, the City sought proposals for the provision of
20 concession services at the concession stands; and

21
22 WHEREAS, Thompson submitted a proposal in response to RFP No. 2016-27; and

23
24 WHEREAS, the Carlsbad City Council accepted Thompson's proposal subject to the
25 development of a mutually acceptable agreement.

26
27 NOW THEREFORE, the parties, in consideration of the mutual covenants and agreements
28 herein contained, agree as follows:

29
30 1. **Definitions.**

31 A. "**Board**" shall mean the Bob Forrest Sports Complex Advisory Board as it is now
32 composed or as it may be amended in the future.

33 B. "**Complex**" shall mean the real property and all improvements, buildings, and
34 fixtures thereon commonly known as the Bob Forrest Sports Complex and which is more
35 particularly described in Exhibit "A" attached hereto.

36 C. "**Concession Stands**" shall mean the three (3) structures identified as Concession
37 Stands on Exhibit "A" and the related improvements, fixtures, and appliances described on
38 Exhibit "B" and any additional Concession Stands as the City may construct or place on the
39 Complex during the term of this Agreement.

- 1 D. **“Concession Services”** shall include, but not necessarily be limited to:
- 2 i. At all times during which scheduled sports events are conducted at the
- 3 Complex, providing a full range of food and beverage services at the
- 4 Concession Stands for the users of the Complex, including prepackaged and
- 5 prepared on-site foods and beverages, but Thompson shall not sell, serve, or
- 6 provide any alcohol or alcoholic beverages;
- 7 ii. Providing such non-food or beverage concession services as Thompson may
- 8 choose to provide, such as the sale of clothing, memorabilia, or merchandise
- 9 related to sports, the Complex, or the Carlsbad area;
- 10 iii. Operating, managing, coordinating, and promoting all concessions provided
- 11 by Thompson in a manner consistent with all applicable health and safety
- 12 laws, ordinances, rules, regulations, and policies;
- 13 iv. Making all financial records available to the Carlsbad City Council or its
- 14 representatives as the Carlsbad City Council deems necessary;
- 15 v. Remitting to the City all monies rightfully belonging to the City in fulfillment
- 16 of the terms of this Agreement;
- 17 vi. Paying promptly all taxes, licenses, and fees of whatever nature that are
- 18 applicable to the operations pursuant to this Agreement;
- 19 vii. Keeping, repairing, maintaining, improving, and operating the Concession
- 20 Stands in good order and repair at all times, at Thompson’s sole expense, in
- 21 a safe, sanitary, orderly, sightly, and workmanlike manner in accordance with
- 22 all applicable laws, ordinances, codes, rules, regulations, and policies,
- 23 including, but not limited to janitorial services and those duties shown to be
- 24 performed by Thompson in Exhibit “C” attached hereto;
- 25 viii. Attending Board meetings as may be scheduled and such other meetings as
- 26 may be requested from time to time with the City Administrator, City staff,
- 27 and/or the Governing Body and providing them with information as may be
- 28 requested;
- 29 ix. Preparing and submitting monthly operation and revenue reports in a format
- 30 to be agreed to by the parties; and
- 31 x. Performing such additional duties as may from time to time be mutually
- 32 agreed to by the parties.
- 33

34 2. **Thompson Provided Services.** Thompson shall provide the City with full Concession

35 Services at the Concession Stands. In addition to such services, Thompson shall provide:

36 A. **Labor & Materials.** All labor, materials, supplies, equipment, and tools needed to

37 perform the Concession Services. Thompson shall be solely responsible for all work

38 performed and for the selection, operation, maintenance, and repair of all materials, supplies,

39 equipment and tools used; and

40 B. **Personnel.** All necessary personnel, appropriately selected, qualified, and

41 supervised.

42

43

1 3. **City Provided Services.** The City shall:

2 A. **Schedule.** The City shall provide Thompson with a written schedule of sports events
3 to be held at the Complex. The schedule shall be provided to Thompson within five (5) days
4 of the City's receipt of it.

5 B. **Utilities.** Provide all reasonable and necessary utility services for water, sewer,
6 electricity, natural gas, if any, and garbage and trash collection. All applications and
7 connections for all other utilities or services shall be made by and in the name of Thompson.
8 Thompson shall be solely responsible for any charges, fees, or expenses for such other utility
9 or service as they become due.

10 C. **Maintenance.** The City shall also provide such services as shown to be performed
11 by the City in Exhibit "C" attached hereto.

12
13 4. **Exclusive Rights.** Thompson shall have the exclusive right to sell food and beverages at the
14 Complex. Her right to sell non-food or beverage concession items shall be nonexclusive.

15
16 5. **Compensation.** In consideration for this Agreement, at least biweekly, Thompson shall
17 remit to the City all gross revenues from any and all Concession Services provided, hereinafter
18 "Gross Revenues". Along with the Gross Revenues, Thompson shall provide the City with a written
19 invoice for the Concession Services provided during that time period. The City shall remit to the
20 State of New Mexico the Gross Receipt Taxes due on the Gross Revenues. Then, in consideration
21 for this Agreement, the City shall pay Thompson ninety percent (90%) of the Gross Revenues. The
22 City shall receive ten percent (10%) of the Gross Revenues.

23
24 6. **Right to Inspect and Audit.** Upon reasonable notice to Thompson, the City shall have the
25 right, but not the obligation, to inspect, copy, and audit or have its representative inspect, copy, and
26 audit all records maintained by or on behalf of Thompson as may be necessary to make a full, proper,
27 and complete audit of all business transacted by Thompson in connection with her operations
28 hereunder.

29
30 7. **Storage of Equipment and Supplies.** Thompson may store her equipment, supplies, and
31 materials at the Complex in locations designated in writing by the City. Thompson shall be solely
32 responsible for the security of any equipment, supplies, or material so stored and for all needed
33 janitorial services and routine maintenance of the storage areas or structures used by Thompson.
34 Storage or disposal on the Complex of any materials or waste defined as hazardous or toxic by local,
35 state, or federal laws, rules, regulations, or policies shall be prohibited except with the prior written
36 permission of the City.

37
38 8. **Prevention of Waste and Damage.** Thompson shall use all reasonable cautions to prevent
39 waste, damage, or injury to property of the City in the performance of her obligations under this
40 Agreement. Thompson shall be solely responsible for any damage to or destruction of City property
41 caused by the acts, willful or otherwise, of Thompson's officers, employees, or agents.

1 9. **Reporting Damage.** Upon learning of any vandalism, damage, or destruction to the
2 Concession Stands or of any repair or maintenance that is to be performed by the City, Thompson
3 shall immediately report it verbally to the City. She shall also report such matters in writing within
4 five (5) business days.
5

6 10. **Structural Changes.** Thompson shall not make any structural changes to the Concession
7 Stands or to any structure, building, improvement used by Thompson, without the prior written
8 consent of the City. All such changes shall be performed in a workmanlike manner and shall be
9 done in accordance with all applicable laws, rules, and regulations. All alterations, additions, and
10 improvements shall become a part of the Complex and the sole property of the City without offset
11 or compensation to Thompson, except as may be agreed by the parties in writing. Thompson shall
12 also:

13 A. **City Approval.** Submit all plans and specifications to the City Administrator for
14 written approval prior to commencing any work;

15 B. **Filing.** File with and obtain the approval of all plans and specifications with all
16 governmental departments and authorities having jurisdiction, prior to the commencement
17 of any work; and

18 C. **Licensed Contractor.** Have any and all such activity done by appropriately licensed
19 contractors and done in accordance with all applicable laws, rules, and regulations.
20

21 11. **Right to Enter and Inspect.** The City shall have the right to enter the Complex and the
22 Concession Stands to inspect or to have its representative enter and inspect the Complex and the
23 Concession Stands, including but not limited to all improvements, buildings, fixtures, appliances,
24 and personal property at any time.
25

26 12. **Compliance with Laws.** Thompson shall comply with all applicable local, state, and federal
27 laws, rules, regulations, codes, policies, and inspections and shall obtain and maintain any and all
28 permits, licenses, or certifications that may be necessary to carry out the operations contemplated by
29 this Agreement, including, but not limited to obtaining and maintaining the permit or permits needed
30 to operate a food service establishment. In the event Thompson should cease to be properly
31 permitted, licensed, or certified, she shall immediately inform the City Administrator and shall
32 immediately cease her operations pursuant to this Agreement. Within five (5) days of ceasing to be
33 properly permitted, licensed, or certified, Thompson shall also notify the City in writing of that
34 event. Thompson shall require all her employees, officers, and agents, to comply with all applicable
35 local, state, and federal laws, rules, regulations, codes, policies, and inspections.
36

37 13. **Assignment of Agreement.** Thompson shall not sublease, assign, or transfer any interest
38 in or right to this Agreement without the prior written approval of the City.
39

40 14. **AS IS Condition.** Prior to the commencement of this Agreement, Thompson fully examined
41 and inspected the Complex, the Concession Stands, and their improvements, buildings, fixtures,
42 appliances, and personal property therein. Thompson accepts the Complex, Concession Stands, and
43 such improvements, buildings, fixtures, appliances, and personal property in their existing condition
44 and state of repair. Thompson accepts them in an **AS IS CONDITION**. Thompson agrees that no

1 representations, statements, or warranties, express or implied, have been made by or on behalf of the
2 City in respect thereto, including, but not limited to their suitability for any purpose, and the City
3 shall in no event be liable for any latent defects. The parties understand that the City may, in its sole
4 discretion and as funding may permit, add additional Concession Stands to the Complex.
5

6 15. **Term.** The term of this Agreement shall be for two (2) years beginning on the 1st day of
7 November 2016 and terminating on the 31st of October 2018. Upon the mutual agreement of the
8 parties, this Agreement may be renewed for a maximum of one (1) additional term of two (2) years.
9 Such renewal, if any, shall be upon the same terms and conditions as herein, or upon such terms and
10 conditions as the parties may mutually agree.
11

12 16. **Records.** For the term of this Agreement and for five (5) years after the expiration or
13 termination of this Agreement, Thompson shall maintain copies of all records regarding any and all
14 activities she conducts pursuant to this Agreement. The City shall have the right to inspect and copy
15 or have its representative inspect and copy such records upon reasonable notice to Thompson.
16

17 17. **Indemnification.** Thompson agrees to indemnify, save, and hold harmless the City, its
18 officers, and employees against all liability, claims, damages, losses, or expenses of every kind,
19 including reasonable attorneys' fees together with costs and expenses of litigation, arising out of,
20 from, or associated in any manner with the acts or omissions of Thompson, her officers, agents, or
21 employees.
22

23 18. **Insurance.** At all times material to this Agreement and for any further time that Thompson
24 may occupy any portion of the Complex, including, but not limited to the Concession Stands:

25 A. **Public Liability Insurance.** Thompson shall obtain and maintain, at her own
26 expense, public liability insurance in the sum of one million dollars (\$1,000,000.00). Such
27 insurance shall name the City as an additional insured.

28 B. **Automobile Liability Insurance.** Thompson shall obtain and maintain, at her own
29 expense, automobile liability insurance in the sum of one million dollars (\$1,000,000.00).
30 Such insurance shall name the City as an additional insured.

31 C. **Thompson Property and Casualty.** Thompson shall be responsible for obtaining
32 and maintaining, at her own expense, fire, property, and casualty insurance covering all
33 improvements, fixtures, appliances, and appurtenances owned by Thompson or used or
34 placed at the Complex by Thompson should she desire such insurance. Thompson knows
35 and understands that the City shall **NOT PROVIDE** fire, property, or casualty insurance for
36 any improvements, fixtures, appliances, and appurtenances not owned by the City.
37 Thompson shall be solely responsible for obtaining and maintaining such coverage. The City
38 assumes no responsibility for any property used or placed at the Complex. The City, its
39 officers, employees, and agents are hereby expressly released and discharged from any
40 responsibility whatsoever for any such property.

41 D. **Certificates of Insurance.** All insurance shall be with a company or companies
42 licensed and authorized to do business in the State of New Mexico. No later than the
43 effective date of this Agreement, Thompson shall provide the City Administrator with a
44 Certificate or Certificates of Insurance reflecting the coverages specified herein and naming

1 the City as loss payee as its interests may exist and as an additional insured. Thompson shall
2 annually furnish to the City Administrator a Certificate or Certificates of Insurance for the
3 above required insurances. Thompson shall provide the City Administrator with notice of
4 any change thereof, and furnish to the City Administrator evidence of acquirement of a
5 substitute therefore, and payment of the premium thereof. If Thompson should fail to
6 maintain such insurance coverage or coverages, then the City may, at its sole discretion,
7 obtain such insurance to insure its interests. If the City does so, it may recover the cost of
8 that insurance from Thompson. The City's acquisition of such insurance shall not relive
9 Thompson of her obligation to obtain and maintain insurance as required herein.
10

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

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

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

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

28 D. **Transfer.** If this Agreement shall be transferred to or shall pass to or devolve to any
29 other person or party, except in the manner specified herein.
30

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

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

38 B. **Correction.** The City may elect, but shall not be obligated, to make any payment
39 required of Thompson herein or comply with any agreement, term, or condition required
40 hereby to be performed by Thompson, and the City shall have the right to enter the Complex,
41 including but not limited to the Concession Stands for the purpose of directing or remedying
42 any such default and to remain until the default has been corrected or remedied; but any
43 expenditure for correction by the City shall not be deemed to waive or release the default of

1 Thompson or the right of the City to take any action as may be otherwise permissible or to
2 seek other remedy under the law.
3

4 21. **Non-Waiver.** Waiver by the City of any default in performance by Thompson of any of the
5 terms or conditions contained in this Agreement shall not be deemed a continuing waiver of that
6 default or any subsequent default.
7

8 22. **Funding Availability.** The funding of this Agreement is subject to the availability and
9 appropriation of funds by the City Council of Carlsbad, New Mexico. If sufficient funding is not
10 available or not appropriated by the City Council, then this Agreement is terminated and the City
11 shall not incur any penalty or further liability.
12

13 23. **Destruction of the Complex.** In the event the Complex or any portion of it is totally
14 destroyed or so partially destroyed or damaged as to render it incapable of reasonable use, then the
15 City may, at its sole discretion, choose to repair the damage or destruction or choose to terminate this
16 Agreement without incurring any penalty or further liability.
17

18 24. **Termination.** Either party may terminate this Agreement without cause by providing the
19 other party with written notice of its intention to terminate this Agreement at least ninety (90) days
20 prior to the termination date. By such termination, neither party may nullify obligations already
21 incurred prior to the date of termination of the Agreement. However, neither party shall have any
22 obligation to perform services or make payment for such services rendered after such date of
23 termination.
24

25 25. **Surrender of the Complex.** Thompson shall, on the last day of the term of this Agreement
26 or on earlier termination and forfeiture of this Agreement, peaceably and quietly surrender and
27 deliver the Complex, including, but not limited to the Concession Stands, free of subtenancies,
28 including all buildings, additions and improvements constructed or placed thereon by Thompson,
29 except movable trade fixtures, all in good condition and repair. Any trade fixtures or personal
30 property belonging to Thompson, not removed within thirty (30) days after the termination of this
31 Agreement, and if the City shall so elect, shall be deemed abandoned and become the property of the
32 City without any payment or offset thereof.
33

34 26. **Entirety of Agreement; Modifications.** This Agreement incorporates all the agreements,
35 covenants, and understandings between the parties hereto concerning the subject matter hereof, and
36 all such covenants, agreements, and understandings have been merged into this written Agreement.
37 No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their
38 agents shall be valid or enforceable unless embodied in this Agreement. The parties expressly waive
39 any other or further representations, warranties, or agreements not set forth in this document.
40 Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged
41 or terminated except by an instrument in writing executed with the same formality as with this
42 Agreement and then only to the extent set forth in such instrument.
43

1 27. **Independent Contractor.** Thompson, her officers, employees, and agents are independent
2 contractors performing services for the City and are not employees of the City. Thompson and her
3 officers, employees, and agents shall not accrue leave, retirement, insurance, bonding, use of City
4 vehicles, or any other benefits afforded to the employees of the City of Carlsbad as a result of this
5 Agreement.

6
7 28. **Limit of Authority.** Thompson shall not purport to bind the City of Carlsbad, unless
8 Thompson has express written authority to do so, and then only within the strict limits of that
9 authority.

10
11 29. **Workers' Compensation.** Thompson agrees to comply with state laws and rules applicable
12 to workers compensation benefits for her employees. If Thompson fails to comply with the Workers'
13 Compensation Act and applicable rules when required to do so, this Agreement may be terminated
14 by the CITY.

15
16 30. **Procurement Code Penalties.** The Procurement Code, NMSA 1978, Sections 13-1-28
17 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New
18 Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

19
20 31. **Notices.** All notices permitted or required by the terms of this Agreement shall be in writing
21 and be deemed to have been duly given and delivered, if mailed, certified postage prepaid:

22 If to the City:

23 The City of Carlsbad
24 c/o City Administrator
25 P.O. Box 1569
26 Carlsbad, NM 88221-1569

27 If to Thompson:

28 Becky Thompson
29 810 Preston Trail
30 Carlsbad, NM 88220

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

32
33 32. **New Mexico Law.** This Agreement shall be construed in accordance with New Mexico law,
34 and the Agreement may not be changed except by writing executed with the same formality as with
35 this Agreement.

36
37 33. **ARBITRATION.** SHOULD ANY DISPUTE ARISE BETWEEN THE PARTIES IN
38 CONNECTION WITH THE AGREEMENT AND IF SUCH DISPUTE CANNOT BE RESOLVED
39 BY DISCUSSION BETWEEN THE PARTIES, THE PARTIES AGREE TO SUBMIT THE
40 UNRESOLVED DISPUTE TO BINDING ARBITRATION, PURSUANT TO THE RULES OF
41 THE AMERICAN ARBITRATION ASSOCIATION, IN LIEU OF LITIGATION.

42
43 34. **Venue.** The parties agree that legal actions arising out of this Agreement, should there be
44 any, shall be brought in the District Court of Eddy County, New Mexico for the Fifth Judicial
District. The parties expressly consent to both in personam and subject matter jurisdiction of the
Eddy County District Court and agree that venue shall properly lie in the Eddy County, New Mexico
District Court.

1 35. **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY WAIVE THE RIGHT TO A
2 JURY TRIAL ON ANY ISSUE ARISING OUT OF OR RELATING, DIRECTLY OR
3 INDIRECTLY, TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED
4 HEREBY.

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

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

13
14
15 **CITY OF CARLSBAD:**

16
17
18 _____
19 DALE JANWAY, MAYOR

20
21 ATTEST:

22
23
24 _____
25 CITY CLERK

26
27
28 **BECKY THOMPSON:**

29
30
31 *Becky Thompson*
32 _____
33 BECKY THOMPSON

34
35 STATE OF NEW MEXICO)
36) ss.
37 COUNTY OF EDDY)

38
39  OFFICIAL SEAL
MELINDA A. ROUNTREE
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 9/24/19

40 The foregoing instrument was signed and acknowledged before me this 28th day of
41 October, 2016, by BECKY THOMPSON.

42
43 My commission expires: 9/24/19

44 *[Signature]*

NOTARY PUBLIC

EXHIBIT A
Bob Forrest Sports Complex

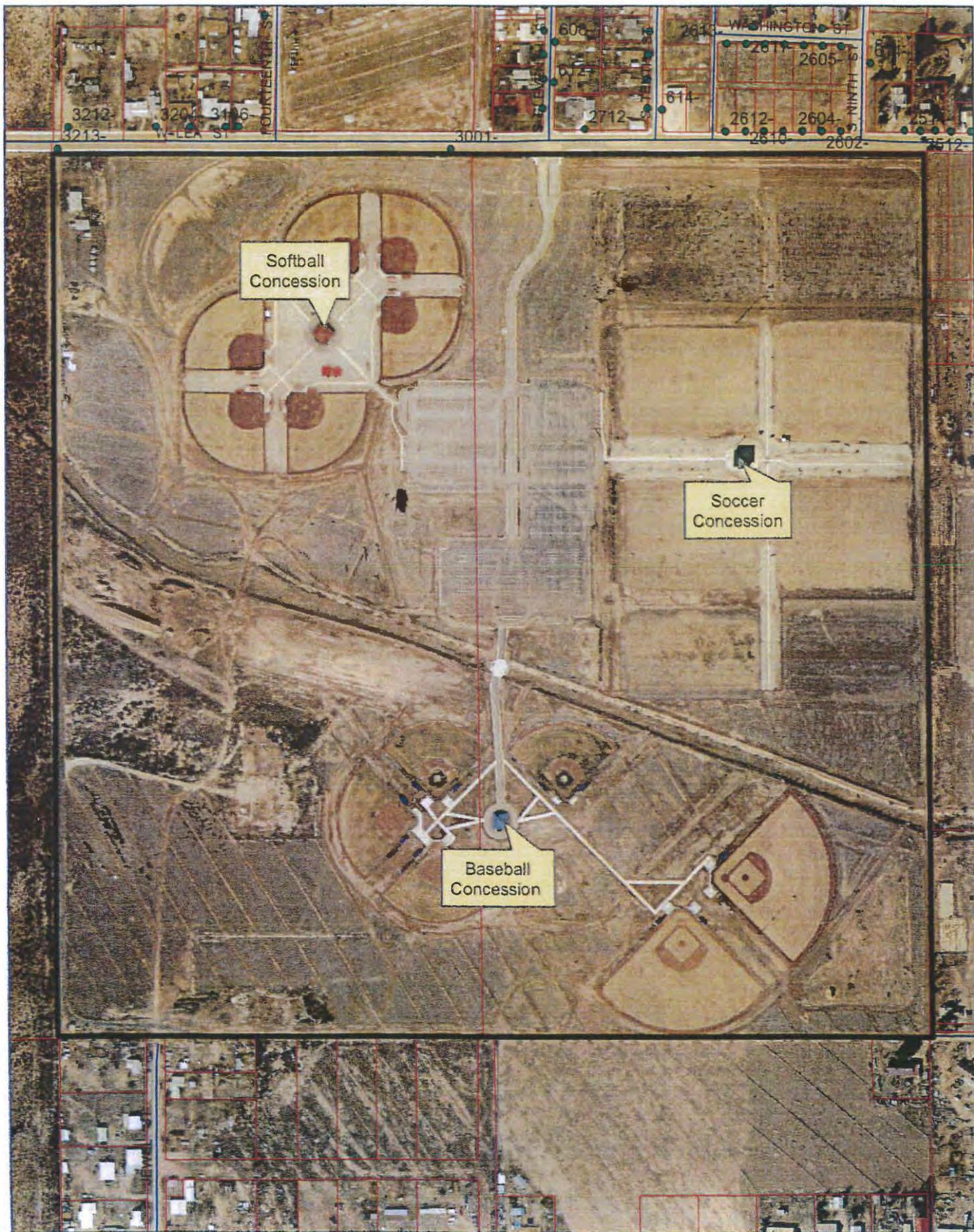


EXHIBIT "B"

BOB FORREST YOUTH SPORTS COMPLEX

City owned equipment in concession stands

March 22, 2013

Softball Concession

NSF commercial refrigerator – fixed asset number 00010452

54" x 24" NSF stainless steel food prep table (1)

60" x 24" NSF stainless steel food prep table (2)

84" x 24" NSF stainless steel food prep table (1)

72" x 36" NSF stainless steel food prep table (1)

30" x 24" NSF stainless steel food prep table (2)

100" x 30" NSF stainless steel sink

Baseball Concession

NSF commercial refrigerator – No fixed asset sticker

54" x 24" NSF stainless steel food prep table (1)

60" x 24" NSF stainless steel food prep table (2)

84" x 24" NSF stainless steel food prep table (1)

72" x 36" NSF stainless steel food prep table (1)

30" x 24" NSF stainless steel food prep table (2)

100" x 30" NSF stainless steel sink

Soccer Concession Stand

NSF commercial refrigerator – No fixed asset sticker

54" x 24" NSF stainless steel food prep table (1)

60" x 24" NSF stainless steel food prep table (2)

84" x 24" NSF stainless steel food prep table (1)

72" x 36" NSF stainless steel food prep table (1)

30" x 24" NSF stainless steel food prep table (2)

100" x 30" NSF stainless steel sink

EXHIBIT "C"

MAINTENANCE, REPAIR, AND REPLACEMENT RESPONSIBILITIES

ITEMS		RESPONSIBLE PARTY	
		MAINTENANCE AND REPAIR	REPLACEMENT
1.	Building Structural Components	City	City
2.	Roofs	City	City
3.	Windows	City	City
4.	Window Coverings	Thompson	Thompson
5.	Glass	City	City
6.	Doors	City	City
7.	Interior Walls	City	City
8.	Interior Painting	Thompson	Thompson
9.	Floor Coverings, Tile	City	City
10.	Drop Ceilings	City	City
11.	Plumbing Fixtures	City	City
12.	Light Fixtures - Mounted	City	City
13.	Light Fixtures - All others	Thompson	City
14.	Light Bulbs, Tubes	N/A	Thompson
15.	Security System	City	City
16.	HVAC - Electrical/Mechanical Components	City	City
17.	HVAC - Duct work, and remainder	City	City
18.	Appliances owned by Thompson	Thompson	Thompson
19.	Appliances owned by City	City	City
20.	Furnishings	Thompson	Thompson
21.	Exterior Painting and Surfaces	City	City
22.	Sidewalks, Exterior Public Areas	City	City

**CITY OF CARLSBAD
AGENDA BRIEFING MEMORANDUM**

COUNCIL MEETING DATE: 11-08-16

DEPARTMENT: Projects	BY: Jason Burns – Projects Administrator	DATE: 11-02-16												
SUBJECT: Cavern Theatre Legislative Grant Agreement														
SYNOPSIS, HISTORY and IMPACT (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.): BACKGROUND: The City has received a Legislative Grant in the amount of \$250,000 to plan, design, renovate, furnish, construct, and equip the historic Cavern theatre, including accessibility improvements and an addition in Carlsbad in Eddy county. There is no city share for this grant, and will be 100% state money. Council consideration is requested to approve, and execute, the attached Legislative Grant 16-A2431 for the Cavern Theatre.														
DEPARTMENT RECOMMENDATION: Approval														
BOARD/COMMISSION/COMMITTEE ACTION: <table style="width: 100%; border: none;"><tr><td><input type="checkbox"/> P&Z</td><td><input type="checkbox"/> Lodgers Tax Board</td><td><input type="checkbox"/> Cemetery Board</td><td><input type="checkbox"/> APPROVED</td></tr><tr><td><input type="checkbox"/> Museum Board</td><td><input type="checkbox"/> San Jose Board</td><td><input type="checkbox"/> Water Board</td><td><input type="checkbox"/> DISSAPPROVED</td></tr><tr><td><input type="checkbox"/> Library Board</td><td><input type="checkbox"/> N. Mesa Board</td><td><input type="checkbox"/> _____ Committee</td><td></td></tr></table>			<input type="checkbox"/> P&Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board	<input type="checkbox"/> APPROVED	<input type="checkbox"/> Museum Board	<input type="checkbox"/> San Jose Board	<input type="checkbox"/> Water Board	<input type="checkbox"/> DISSAPPROVED	<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> _____ Committee	
<input type="checkbox"/> P&Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board	<input type="checkbox"/> APPROVED											
<input type="checkbox"/> Museum Board	<input type="checkbox"/> San Jose Board	<input type="checkbox"/> Water Board	<input type="checkbox"/> DISSAPPROVED											
<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> _____ Committee												
Reviewed by City Administrator /s/ Steve McCutcheon _Date: Nov. 3, 2016														

ATTACHMENTS:

Proposed Grant Agreement 16-A2431 between DEPARTMENT OF FINANCE AUTHORITY and CITY OF CARLSBAD.

**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 2016, Chapter 81, Section 22, Para. 102 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:

16-A2431 \$250,000.00 Appropriation Reversion Date: 30-JUN-20
Laws of 2016, Chapter 81, Section 22, Paragraph 102, two hundred fifty thousand dollars (\$250,000) to plan, design, renovate, construct and equip the historic Cavern theater, including accessibility improvements and an addition, in Carlsbad in Eddy county;

The Grantee's total reimbursements shall not exceed the appropriation amount Two Hundred Fifty Thousand Dollars (**\$250,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")^[1], if applicable, Two Thousand Five Hundred Dollars (**\$2,500.00**), which equals Two Hundred Forty-Seven Thousand Five Hundred Dollars (**\$247,500.00**) (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:

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, 2020**, 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) Immediately as they are received by the Grantee but at a minimum of 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: 16-A2431

As the designated representative of the Department for the Grant Agreement number 16-A2431 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: _____

**CITY OF CARLSBAD
AGENDA BRIEFING MEMORANDUM**

COUNCIL MEETING DATE: 11-08-16

DEPARTMENT: Engineering	BY: Jason Burns – Projects Administrator	DATE: 11-02-16
SUBJECT: SENMEDD Alternate Fiscal Agent Contract – Cavern Theatre Project/Grant		
SYNOPSIS, HISTORY and IMPACT (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.): BACKGROUND: <p>The New Mexico Department of Finance Authority (NMDFA) is requiring that the City of Carlsbad provide an Alternate Fiscal Agent for any new Capital/Infrastructure Projects that are utilizing any legislative grant funds. The Alternate Fiscal Agent will be responsible for ensuring that the City complies with all applicable New Mexico Procurement Code rules and regulations please see the attachment for a detailed scope of services to be provided.</p> <p>Council consideration is requested to approve, and execute, the attached contract/agreement, with the Southeastern New Mexico Economic Development District to act as a Fiscal Agent for the City of Carlsbad, for Cavern Theatre Project utilizing legislative grant funds, as required by NMDFA.</p>		
DEPARTMENT RECOMMENDATION: Approval		
BOARD/COMMISSION/COMMITTEE ACTION: <input type="checkbox"/> P&Z <input type="checkbox"/> Lodgers Tax Board <input type="checkbox"/> Cemetery Board <input type="checkbox"/> APPROVED <input type="checkbox"/> Museum Board <input type="checkbox"/> San Jose Board <input type="checkbox"/> Water Board <input type="checkbox"/> DISSAPPROVED <input type="checkbox"/> Library Board <input type="checkbox"/> N. Mesa Board <input type="checkbox"/> _____ Committee		
Reviewed by City Administrator /s/ Steve McCutcheon _Date: Nov. 3, 2016		

ATTACHMENTS:

Proposed Agreement between THE SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT and the CITY OF CARLSBAD.

**SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT/COUNCIL OF GOVERNMENTS
CONTRACT FOR FISCAL AGENT SERVICES**

This agreement for fiscal agent services is between the City of Carlsbad (hereinafter called the City) and the **Southeastern New Mexico Economic Development District/Council of Governments**, a non-profit public corporation organized under the laws of the State of New Mexico (hereinafter called the **SNMEDD/COG**).

RECITALS:

The **CITY** has received funds and entered into an agreement with the State of New Mexico for funding from the 2016 Legislative Capital Outlay Appropriation in the amount **\$250,000** for **Project No: 16-A2431 to plan, design, renovate, construct and equip the historic Cavern theater, including accessibility improvements and an addition, in Carlsbad in Eddy County.** As a government member of the **SNMEDD/COG**, the **CITY** desires the **SNMEDD/COG** to provide certain fiscal agent services.

AGREEMENT:

The **CITY** agrees to engage the **SNMEDD/COG** and **SNMEDD /COG** hereby agrees to perform the following Scope of Services: (See Exhibit A)

1. **Payment:** The **CITY** shall pay **SNMEDD/COG** the sum of **\$ 5,000** (2%, of Project funded amount.) for the purpose of providing fiscal agent services to project. The fiscal agent fee shall be paid from the **CITY'S** general fund or other funds but shall not be paid from the funding awarded for the project from Legislative Capital Outlay funds.
2. **Compensation and method of payment:** Payments will be requested by the **SNMEDD/COG** and shall be made by the **CITY** according to the following schedule:
4 quarterly installments with the remaining installment paid upon close out of the project
3. **Term of agreement:** This agreement shall be from **September, 2016 to August 31, 2018**, or completion of project, whichever comes first, and may be renewed or terminated upon the written agreement of both parties. Termination may be affected upon 30 days written notice from the date of agreement by both parties. Such early termination shall not nullify obligations incurred for performance or failure to perform prior to termination
4. **Indemnification and Claims:** The **SNMEDD/COG** shall defend, indemnify and hold the **CITY** harmless from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of performance of this agreement, but only to the extent caused by the tortious acts of omissions of the **SNMEDD/COG** or its agents or employees. The **CITY** shall hold harmless the **SNMEDD/COG** from claims that might arise in connection with work the **SNMEDD/COG** will perform under this contract. The **CITY** also agrees to pay for staff time at standard hourly billing rates, plus expenses at costs that might be required for expert

testimony or any other court appearances, together with preparation time and legal costs that might arise because of the **SNMEDD/COG**'s involvement in this assignment, whether subpoenaed by the **SNMEDD/COG** or any other group.

1. Status: The **SNMEDD/COG** and its agents and employees are independent contractors performing services for the CITY and are not employees of the CITY. The **SNMEDD/COG** and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of the state vehicles, or any other benefits afforded to employees of the CITY.
2. Assignment: The **SNMEDD/COG** shall not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without the prior written approval of both parties.
3. Subcontracting: The **SNMEDD/COG** may not subcontract portions of the services to be performed under this agreement without the prior written approval of the CITY.
4. Bonding: The **SNMEDD/COG** shall provide, at the time of execution of the agreement evidence satisfactory to the CITY that all **SNMEDD/COG** personnel handling funds or authorizing payment of funds under this agreement are covered by fidelity bond satisfactory to the CITY.
5. Appropriations: The terms of this agreement are contingent upon sufficient funds being made available by the Legislature of the State of New Mexico or the federal government in the performance of this agreement. If sufficient funds are not made available by the legislature or the federal government this agreement shall terminate upon written notice being given by the CITY and shall be final.
6. Release: The **SNMEDD/COG**, upon final payment of all amounts due under this agreement, releases the CITY, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this agreement.
7. Authority: The **SNMEDD/COG** agrees not to purport to bind the CITY to an obligation not herein assumed unless the **SNMEDD/COG** has express written authority to do so, and then only within the strict limits of that authority.
8. Amendment: This agreement shall not be altered, changed or amended except by written instrument executed and signed by both parties.
9. Notice: The Procurement Code, sections 13-1-28 through 13-1-199 NMSA 1978, imposed civil and criminal penalties for its violation. Any property purchased and or procured in compliance with the Procurement Code. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
10. Equal Opportunity Compliance: **SNMEDD/COG** agrees to abide by all applicable federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations the **SNMEDD /COG** agrees to assure that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, age or handicap, be excluded from employment with or participation in, be denied the benefits of or be otherwise be subjected to discrimination under any program or activity performed under this agreement. If the **SNMEDD/COG** is found not to be in compliance with these requirements during the life of this agreement, the **SNMEDD/COG** agrees to take appropriate steps to correct these deficiencies.
11. Product of Services; Copyright: All materials developed or acquired by the **SNMEDD/COG** under this agreement shall become the property of the CITY and shall be delivered to the CITY no later than the termination date of this contract. Nothing produced in whole or in part by the **SNMEDD/COG** shall be the subject of the application for copy right by or on behalf

of the **SNMEDD/COG**.

12. Applicable Law: This agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTED THIS AGREEMENT
THIS _____ DAY OF _____, 2016.

CITY OF CARLSBAD
EDDY COUNTY, NEW MEXICO

BOARD OF DIRECTORS
SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT
DISTRICT/
COUNCIL OF GOVERNMENTS

By: _____
Chief Elected Official or
Authorized Staff

By:  _____
Interim Executive Director
SNMEDD/COG

Date: _____

Date: 9-26-16

EXHIBIT A
SCOPE OF SERVICES

The **Southeastern New Mexico Economic Development District/Council of Governments** will provide the following administrative services for the CITY OF CARLSBAD

1. Act as liaison between New Mexico Department of Finance and Administration and the City of Carlsbad
2. Comply with construction of public improvements requirements and compliance with federal and state laws and regulations
3. Advise on procurement methods available
4. Prepare professional service and contract documents in accordance with mandatory applicable federal law and regulations
5. Secure a Notice of Obligation with the funding agency
6. Review all procurement documentation and submit to funding agency
7. Prepare pay requests
8. Preparation and submittal of close-out documents
9. Compliance with New Mexico State Audit Rules for this project
10. Ensure that grant funds are expended in compliance with all applicable laws, regulations and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations and grant agreement.
11. Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations and grant agreement.

**City of Carlsbad
Personnel Department**

**Action Report
Month of October 2016**

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

City of Carlsbad
 Personnel Department Action Report
 Month of October 2016

EMPLOYEE REPORT	Beginning of Month	New Hires	Terminations	Transfers In	Transfers Out	End of Month
Full-Time Employees	428	5	5			428
Part-Time/Temp Employees	69	1	4			66
Total Employees	497	6	9			494
Administrative	19					19
Judicial	8					8
Finance	21					21
Police	107	2	4			105
Fire	64					64
Arts & Culture	55	1	1	1		56
Sports & Recreation	56		2		1	53
Planning & Regulation	18					18
Utilities	79	2	1	1	1	80
Transportation & Facilities	70	1	1	1	1	70
TOTAL	497	6	9	3	3	494

WEEKLY INDEMNITY	Beginning of Month	New Claims	Released To Work	Terminated	End of Month
Employees on WI	10	0	1	0	9

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

DRUG TESTS	Number Given
Pre-employment	8
Probationary	1
Post Accident	6
Random	4
Periodic	0
Probable Cause	0

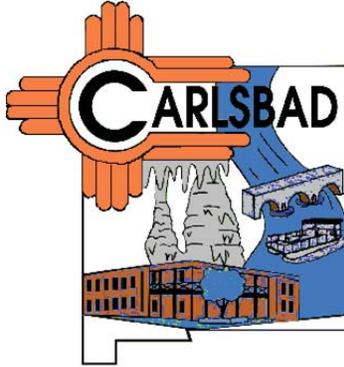
VACANCIES BID	Department
Animal Control Officer	Police
Water Operator IV	Water
Lab Technician	Env. Services
Master Mechanic	Transit
Master Mechanic	Garage
Caretaker	Golf Course
Caretaker	Comm. Service
Library Clerk	Library

PHYSICAL EXAMINATIONS	Number Given
Pre-employment	8
Return to Work Evaluation	0
Functional Capacity Evaluation	0

VACANCIES ADVERTISED	Applications Received
Heavy Equipment Operator I or II	15
Transit Manager	14
Firefighter/EMT	8
Construction Maintenance	27
Animal Control Officer	30
Master Mechanic	4
HVAC Technician	Pending

TESTING	Number Given
Firefighter/Physical	6
Firefighter/Written	6

CITY OF CARLSBAD



TRANSPORTATION AND FACILITIES SEPTEMBER 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: 2016.10.26 14:38:38 -06'00'

Reviewed and approved by Tom Carlson, Director of Public Works

MONTHLY WORK REPORT

DEPARTMENT: COMMUNITY SERVICE

MONTH: SEPTEMBER 2016

NO. OF EMPLOYEES: 4

NO. OF DAYS IN MONTH: 31

HOLIDAYS THIS MONTH: 0

NO. OF WORK DAYS THIS MONTH: 23

No. of Community Service Workers: 4

Hours of Work Performed by Community Service Workers: 30

Week of September 1st through September 2nd

The crew cleaned out drains, cut down dead branches from a tree on Canyon Street and ended the week with litter control at Eddy House, Spring Park, Ocotillo Trail, Canal Street and Six Mile Dam.

Week of September 5th through September 9th

The crew started the week with litter control at Eddy House, Spring Park, Ocotillo Trails, Canal Street and Six Mile Dam. They cleaned out drains, trimmed and cleaned up South Canal Street, Church Street curb, gutter, sidewalk and under the San Jose bridge. They covered graffiti on a building at the Tennis Courts on Park Drive, and on dumpsters at the McDonalds on Pierce Street. They ended the week with litter control at Eddy House, Spring park, Ocotillo Trail, Canal Street and Six Mile Dam.

Week of September 12th through September 16th

The week started with litter control at the Eddy House, Spring Park, Ocotillo Trails, Canal Street and Six Mile Dam. They trimmed and cleaned up Lea Street, Guadalupe and Elora Street easement next to the River, Pierce Street Laredo Street and the lot on the corner of Ash and Stevens Street, and South James Street. They ended the week with litter control at the Eddy House, Spring Park, Ocotillo Trail, Canal Street and Six Mile Dam.

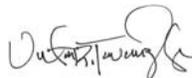
Week of September 19th through September 23rd

The Community Service crew started the week with litter control at the Eddy House, Spring Park, Ocotillo Trail, Canal Street and Six Mile Dam. They cleaned curb, gutter and sidewalks on Pierce Street, mowed lots on 10th Street, Ohio Street, Stevens, Ash and 12th Street. They covered up graffiti on dumpsters located on Lamont Street, and Church Street, Cones Jewelers, behind Dollar Tree, storage container behind Hastings, on the corner of Mesa Street and Mermod Street at the Barber Shop. They ended the week with litter control at the Eddy House, Spring Park, Ocotillo Trail, Canal Street and Six Mile Dam.

Week of September 26th through September 30th

The Community Service Department started the week with litter control at Eddy House, Spring Park, Ocotillo Trail, Canal Street and Six Mile Dam. They trimmed and cleaned up on Pierce Street, Callaway Drive, and Canal Street then ended the week with litter control at the Eddy House, Spring Park, Ocotillo Trail, Canal Street and Six Mile Dam.

Prepared by:



Victor Tavarez, Street Superintendent

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email=vrtavarez@cityofcarlsbadnm.com, c=US
Date: 2016.10.24 15:13:26 -06'00'

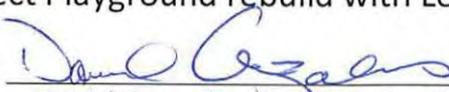
MONTHLY WORK REPORT

DEPARTMENT: Construction	MONTH: SEPTEMBER 2016
NO. OF EMPLOYEES: 15	NO. OF DAYS IN MONTH: 30
HOLIDAYS THIS MONTH: 1	NO. OF WORK DAYS THIS MONTH: 21

Monthly Report for Construction

1. Milled sidewalks in the Alamosa area
2. Installed concrete and pipe anchors at convenience station
3. Installed fence panels at Golf course with welding shop
4. Removed swings at Playground on the Pecos for playground rebuild
5. Built and installed shelves at North Mesa Senior Center
6. Installed concrete ramp for storage containers at garage
7. Replaced deadbolt on the men's restroom across from tennis courts due to vandalism
8. Replaced door closer at Veterans Park due to vandalism
9. Sidewalk repair at 318 Nelson for water department
10. Poured concrete base for new R/V dump station
11. Repaired deadbolt at Street Department entry door
12. Assisted parks with gong installation
13. Installed handicap access on south side of Courthouse
14. Repaired door and replaced deadbolt at men's restroom at Ray Anaya Plaza
15. Installed a Baby Land arch at Sunset Gardens Cemetery
16. Project Playground rebuild with Leathers

Prepared by



David Gonzales, Construction Superintendent

MONTHLY WORK REPORT

DEPARTMENT: ELECTRICAL

MONTH: SEPTEMBER 2016

NO. OF EMPLOYEES: 7

NO. OF DAYS IN THE MONTH: 31

HOLIDAYS THIS MONTH: 0

NO. OF WORK DAYS THIS MONTH: 23

Number of Jobs Preformed for Individual Departments

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

4. Waste Water

a. Treatment Plant	28	b. Primary Lift	12
c. Lift Station	18	d. Other	0

5. Water

a. Water Wells	24	b. Double Eagle	21
c. Yard	04	d. Other	0

6. Public Building and Yards

a. City Hall	14	b. Library	08
c. Museum	12	d. Mesa Senior Rec.	17
e. San Jose Sr. Rec.	06	f. Riverwalk Rec.	17
g. Rifle Range	03	h. Community Soup Kitchen	03
i. Antique Lights	26	j. Pecos River Village	02
k. Convention Center	02	l. Civic Center	01
m. Reintegration	0	n. Literacy Building	01
o. Public Works Yard	18	p. Bob Forrest Sports Complex	33
q. Sign Shop	0	r. Port Jefferson	0
s. Landfill	0	t. Solid Waste	11
u. PFA Garage	0	v. Police Department	21
w. Fire Department	27	x.	

7. Traffic	24
8. Streets	26
9. School Crossing Lights	08
10. Transportation	04
11. Cascades	09
12. Sunnyview Catch Basin	1
13. Underground Line Locates	59

Prepared by _____



Digitally signed by Pat Cass
DN: cn=Pat Cass, o=City of Carlsbad, ou=Public
Works, email=pjcase@cityofcarlsbadnm.com, c=US
Date: 2016.10.21 14:50:52 -06'00'

Patrick Cass, Deputy Director of Public Works

MONTHLY WORK REPORT

DEPARTMENT: **GARAGE**

MONTH: **September 2016**

NO.OF EMPLOYEES: 16

NO. OF DAYS IN MONTH: 30

HOLIDAYS THIS MONTH: 1

NO. OF WORK DAYS THIS MONTH: 21

Summary of Work Performed

Garage Department Master Mechanics and Mechanics

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

Lubrication

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

Tire Repair Shop

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

Welding Shop

Performed various repairs for the following departments:

Solid Waste

Remove partition for recycle container

Fabricate stands for Convenience Station

Unit 11592 Weld and adjust all thread on tipper

Unit 10780 Adjust tipper

Fabricate and cut material for window guards

Unit 1794 Spot weld grease fitting cover on king pin

Unit 12332 Cut cylinder cover plates, weld compactor support beam, remove compactor

Unit 9092 Repair cracks and re-weld hose bracket

Unit 14275 Fabricate and weld plate on front of container, weld cracks

Unit 10789 Repair side step

Unit 10783 Weld timing blocks

Unit 10780 Trim corner on tipper assembly

Unit 9091 Fabricate tarp stretcher

Fabricate tarp pipe flanges

Fabricate tipper

Weld brace to guard slack at Convenience Station

Unit 1794 Fabricate foot step
Unit 11592 Spot weld roller bolts on side mast
Unit 11592 Cut tipper and re-weld to new lift structure
Unit 10781 Weld cracks on side mast
Install fence rings
Fabricate tipper cam
Unit 10780 Weld tailgate crack

Garage Department

Fabricate and weld hydraulic hose hangers in Conex
Fix Conex door on filter side
Safety Meeting
Clean Shop
Repair band-saw blade guard
Modify meter key
Fabricate king pin bushing installation tool
Unit 15279 Insulate cable reels
Install jack stand holders
Weld water line brace in Lube Shop
Fabricate steps for conex
Repair man lift
Dump scrap metal for grappler truck pick-up
Cut & punch holes to mount table

Water Department

Fabricate meter lid keys
Fabricate meter lid and valve keys
Fabricate meter shut-off wrenches

Parks Department

Fabricate gongs and stands for shooting range
Fabricate sign stands
Fabricate sign frames
Install gong stands and deflectors
Cut 1" hole in 36" gong
Weld basketball goals
Fix trailer jack
Fabricate ramps on red Big Tex trailer
Fabricate ramp extension wideners
Cut fastener rings for targets
Mount gongs
Fabricate Golf Disc signs and stands
Straighten closure post
Modify turn buckles
Repair hook for bleachers

Golf Course

Hang gates and panels
Attach braces for gates
Fabricate fence panels
Weld bracket on sun roof on mower

Construction

Fabricate box for hose holder

Street

Fabricate and weld sign anchor

Fabricate passenger door handle on Street Sweeper

Fabricate sign base plates

Cut light poles

Fabricate sign brackets

Cut aluminum bleachers

Fabricate sign mounting brackets

Collections

Weld unistrut stabilizer to bollards at RV Dump station

Weld chain to dump lid

PFA

Fabricate and weld generator braces

Safety

Training

Sports & Rec

Fabricate water hose bracket on sprayer trailer

Unit 6582 Tack hose reels

Police

Unit 806 Repair door hinge

Fabricate radio bracket

Prepared by: _____



Digitally signed by Terry Mathis
DN: cn=Terry Mathis, o, ou,
email=tmmathis@cityofcarlsbad
m.com, c=US
Date: 2016.10.10 06:54:37 -06'00'

Terry Mathis, Maintenance Superintendent

MONTHLY WORK REPORT

DEPARTMENT: **PARKS**

MONTH **SEPTEMBER 2016**

NO. OF EMPLOYEES: 13

NO. OF DAYS IN MONTH: 30

HOLIDAYS THIS MONTH: 1

NO. OF WORK DAYS THIS MONTH: 21

Week of September 1st through September 2nd

Seven employees mowed and trimmed the following Park/Areas: The Lake Carlsbad Recreation Area, Riverview Park, and Park Drive. Four employees replaced the trash can liners at the beach area, Riverview Park, The Lower Tansill Area, and the Ray Anaya Plaza De San Jose (RAPDSJ). Four employees repaired the irrigation system at the beach area, and spread mortar sand at the beach swim area. One employee worked on the weekend replacing trash liners, and litter control at the beach and Riverview Park.

Week of September 5th through September 9th

September 5th was the Labor Day Holiday. Eight employees mowed and trimmed the following Park/Areas; Cruz Fernandez Park, Arcadia Park, The RAPDSJ, Troy Young Park, Davis Park, Dr. Martin Luther King Jr. Park, The Carlsbad Dog park, The Lower Tansill Area, and The Lake Carlsbad Recreation Area. Four employees replaced the trash can liners at the beach area, Riverview Park, The Lower Tansill Area and the RAPDSJ. Four employees repaired irrigation system at the Pecos River Village Conference center, The Lake Carlsbad Recreation Area, The Carlsbad Municipal Shooting Range, Troy Young Park, and the RAPDSJ. Two employees power washed the floors at the Riverview and Dr. Martin Luther King Jr. pavilions.

Week of September 12th through September 16th

Eight employees mowed and trimmed the following Park/Areas: 8th Street Park, Smith Park, West Carlsbad Recreation Area, Sunset Park, Lamont Street Park, Arcadia Park, The Carlsbad Municipal Shooting Range, Heritage Park, Hall Addition Park, and The Lake Carlsbad Recreation Area. Four employees replaced the trash can liners at the beach area, Riverview Park, The Lower Tansill Area, and the RAPDSJ. Four employees repaired irrigation system at Smith Park, Riverview park, heritage park, The Lake Carlsbad Recreation Area and plumbing repairs at the restrooms on Park Drive. Three employees installed new targets stands at the Carlsbad Municipal Shooting Range.

Week of September 19 through September 23rd

Eight employees mowed and trimmed the following Park/Areas: Riverview Park, The Carlsbad Veterans Memorial Park, North James Street Park, The Old Campground, The Playground on the Pecos, Millennium Park, Cass Park, Troy Young Park, Davis Park, Hall Addition Park, Sunset Park, Cruz Fernandez Park, Arcadia Park, The RAPDSJ, and the Lake Carlsbad Recreation Area. Four employees replaced the trash can liners at the beach area, Riverview Park, The Lower Tansill Area, and the RAPDSJ. Four employees repaired irrigation systems at the Riverview Park, The Lower Tansill Area, The Pecos River Village Conference Center, The Old Campgrounds and the Lake Carlsbad Recreation Area. One employee assisted the Welding Department in installing gong targets at the Carlsbad Municipal Shooting Range.

Week of September 26th through September 30th

Four employees mowed and trimmed the following Park/Areas: Troy Young Park, Dr. Martin Luther King Jr. Park, The Carlsbad Dog Park, The Carlsbad Veterans Memorial Park, The Lower Tansill Area, and the Lake Carlsbad Recreation. Four employees replaced the trash can liners at the beach area, Riverview Park, The Lower Tansill Area and the RAPDSJ. Four employees repaired irrigation systems at the Old Campground, Davis Park, Riverview Park, and plumbing repairs at the Bob Forest Youth Sports Complex concession stand. Eight employees worked at the playground on the Pecos renovation.



Digitally signed by Luis
DN: cn=Luis, o, ou,
email=lcrenteria@cityofcarlsbadnm.com, c=US
Date: 2016.10.13 14:49:50 -06'00'

Prepared by: _____

Luis Renteria, Parks Superintendent

Street Department Monthly Work Report September 2016

Number of Employees 18	No. of days in the Month 30
Holidays 1	No. of days worked in this month 21

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

Week of September 1st through 10th

- The Street Department cleaned drains and did litter control. They patched hot spots, Diaz Street San Jose, Riverside, Rosedale, Lamont, Texas by 12th Street, Bob Forrest Youth Sports Complex and City Hall parking lot.
- The crew helped the Community Service trim a tree on Main Street.
- Swept, downtown, area 1, La Huerta, Canal and Pierce Street. Area 10, Normandy Addition, Area 2 Pecos Acres and Area 9 East of the River.
- Hauled debris out from under the bridge at San Jose and Canyon, Lower Tansill Dam.
- The crew delivered cold mix and base course to the public works yard. They poured base course at the Lower Tansill for Model Boat Races.
- Mowed Area south of Plaza Park.

Week of September 12th through September 16th

- The crew patched Area 3, Solana, N. Guadalupe, Hamilton Street, The alley west of Albert Street, and hot spots in various areas.
- Swept Canal and Pierce, Area 3 Solana and Mesa, Area 8 east of Canal, Mermod and downtown.
- Set up traffic counter on 8th and Church Street. Hauled base course to Public Work, Treatment Plant and debris from the Lower Tansill.
- Transported the Blade to Hobbs, built a pad for the steal building at the Treatment Plant.
- Laid thermoplastic cross walks on Troy Drive near the new school in La Huerta. Cleaned debris and litter control after heavy rains. Back dragged and mowed the hill near the Elk Area on preparing it for the runners on September 17th.

Week of September 19th through September 23rd

- Mowed C-Hill, 12th Street, Texas Street, and truck bypass. Stripped drain to flumes, Scotts Alley, Area 13, Sunnyview, Lavell Drain, Drain between Texas and Lea Street, Bike Path between Texas and National Parks Highway and San Jose path.
- Patched Area 7, Canal to Mesa, Boyd & Hidalgo, Howard Street, and Wood Street. Area 5, West Carlsbad, Golf Course, 9th Street, Maple Street Irvin Street and North Street. Area 11, Hall Addition, Area 14th South Carlsbad, Greene Street, and Downtown.
- Hauled grass clippings from the Bob Forrest Youth Sports Complex, and Debris from the Lower Tansill Area. Laid thermoplastic cross walks at the new school in La Huerta. Spread base course in alley between Edward and Church Street. And cleaned the drain on Carlgo Street. Built a speed hump on 12th Street.

Week of September 26th through September 30th

- The crew moved equipment in the Public Works Yard. They hauled debris from the Public Works Yard, and debris from the Lower Tansill Area,
- Patched alley between Canal Street, Halagueno Street, alleys behind Cypress Area and West Church, Stevens, Mermod, Diaz San Jose, and Ortega Street.
- Swept Canal and Pierce, Area 12, Standpipe, Area 13, San Jose and Sunnyview, hot spots on Church Street and downtown.
- Hot mix utility lat on burgundy and litter control around town.

Signs and Markings Division of the Street Department

Type of Sign	Repaired	Stripped	Replaced	Installed	Constructed
Stop Signs	06		01	06	
Warning Signs	02	03	02	03	04
Guide Signs					01
Street Marker Signs				04	04
Regulatory Signs	02		03	16	18

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

- Installed thermoplastic on the intersections of Troy/Ligon and Troy/Captain Williams.
- Installed 8-foot pole and sign at the courthouse.
- Painted blue handicap lines and emblem at the courthouse.
- Painted white and yellow lines at the intersections of Standpipe and Lea Street.
- Picked up flint stone paint machine.

Prepared by:  Digitally signed by Victor Tavarez
DN: cn=Victor Tavarez, o, ou,
email=v.tavarez@cityofcalisbadm.com, c=US
Date: 2016.10.24 15:05:37 -0600

Victor Tavarez, Street Superintendent

CITY OF CARLSBAD

INTER-OFFICE MEMORANDUM

Dale Janway, Mayor

Steve McCutcheon City Administrator

November 3, 2016

TO: Council Members

FROM: Mayor Janway

RE: Board, Commission and Committee Appointments

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

Carlsbad Museum & Art Center Board of Trustees

Appoint: Kushroo Ghadiali 5 year term

Thank you
DJ/cm

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 11-8-16

DEPARTMENT: Sports Complex	BY: John Lowe, Sports Superintendent <i>J. Lowe</i>	DATE: 10-3-16
----------------------------	--	---------------

SUBJECT: Transfer of Bill Edmondson Field from Sunset Park to the Bob Forrest Youth Sports Complex baseball field #5.

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

In 1970 the major division baseball field at Sunset Park commonly known as Shorthorn Little League was named in honor of Bill Edmondson. Mr. Edmondson was a longtime volunteer with the league and spent many years and countless hours as the official scorekeeper for the league. In 2015 Shorthorn Little League relocated to the Bob Forrest Youth Sports Complex.

At their September 14, 2016 regular meeting the Bob Forrest Youth Sports Complex Advisory Board recommended the transfer of the Bill Edmondson Field from Sunset Park to the Bob Forrest Youth Sports Complex baseball field #5.

DEPARTMENT RECOMMENDATION: Approve the transfer of the Bill Edmondson Field from Sunset Park to the BFYSC.

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 checked="" type="checkbox"/> BFYSC Board | } <input type="checkbox"/> DISAPPROVED |

Reviewed by: City Administrator: /s/ Steve McCutcheon	Date: Nov. 3, 2016
--	--------------------

ATTACHMENT(S): Current Argus article dated February 22, 1972

ROY HALL: CALLING SIGNALS

Local Baseball Takes A Strike

THERE IS NO WAY THAT LITTLE LEAGUE baseball in Carlsbad can ever be quite the same again. Not without a man named Bill Edmondson.

He was so much a part of the Shorthorn League that, several years ago, they named the ball park after him. It was the least they could have done to repay his loyalty to the program and the kids who participated in it.

Bill was not your usual one-shot summer baseball worker, the kind who sticks around and helps out only so long as his own boy is involved. The "one-shots," of course, are the backbone of the program, which could not survive without the new fathers who move in every year to lend a hand.

Their efforts, however brief, are essential and well appreciated. But Bill was a rare one, a guy who began working in the Shorthorn League from its inception 18 years ago and missed only one season in all that time—that due to ill health.

For the majority of those years, Bill served in the capacity nobody else wanted as the league's official scorekeeper. And he stuck with it long after his own two sons had graduated from the Little League ranks.

"I just get a kick out of watching these little guys play baseball," was the way Bill once explained it to us.

"Boys who are 10 and 11 and 12 years old sleep and eat baseball in the summertime. They're at that in-between age where they put everything into it. They're old enough to know all the fundamentals, and yet you never know quite what they're going to do out there. To me, it's the best entertainment around."

FOR MORE YEARS THAN MOST BASEBALL followers can recall, Bill scored six games a week every season in the Shorthorn League. And he was a meticulous statistician who kept the league managers posted weekly on the performances of their players.

Whenever he wasn't scoring a Shorthorn game, Bill could generally be found at Connie Mack Park watching the older boys play or glued to the TV viewing whatever baseball games the stations chose to air.

He was a baseball fan through and through. He had a vague idea that the game of football involved knocking people down and that the object of basketball was to shoot a ball through a hoop.

But these pursuits paled by comparison with what Bill always felt to be the purest form of sport. Baseball's classic confrontation between pitcher and batter.

Bill was like any other proud parent. He watched Little League ballplayers for nearly two decades. Yet he would privately confide, in all honesty, that he had never seen any better than two kids named Billy and Mike—his sons.

HE ALWAYS TOOK PRIDE IN THE FACT THAT both boys played for the only Shorthorn team ever to go undefeated, a team managed at the time by his long-time baseball compadre, Jim O'Hearn.

Yet Bill had great admiration for all the kids who passed before him in his role as keeper of the runs, hits and errors. He recognized summer baseball for its value in molding sportsmanship and in furnishing an outlet for the youngsters' competitive instincts.

Most of all, he respected the kids because they entertained him so well for so many years. But Bill was no free-loader. He paid his way by helping the program in the only way his health would permit.

He put much more into kids' baseball here than he got out of it. So it is fitting that his name will live on the next time the umpire calls "Play Ball!" at Bill Edmondson Field.

**CITY OF CARLSBAD
AGENDA BRIEFING MEMORANDUM**

Council Meeting Date: Nov. 8, 2016

DEPARTMENT: Executive	BY: Stephanie Shumsky	DATE: Nov. 2, 2016
SUBJECT: Second Amendment of Agreement between the City of Carlsbad and Curtis McKinney, Metal Shop Live, LLC for Promotion and Operations of the WGAEC		
<p>BACKGROUND, ANALYSIS AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.) Presently we have been paying 70% of the total monthly Contract rate because the Walter Gerrells Performing Arts Center is not operable due to damage sustained in January's snow storm.</p> <p>Mr. McKinney has expanded the use of the Annex which is fully operable and has increased its utility by expansion of the Stage Area, Sound and Lighting Systems. He is reportedly offering a wide variety of shows which were not previously possible.</p> <p>The request has been made by the President of the WGPAEC Board and some Elected Officials.</p>		
DEPARTMENT RECOMMENDATION: Consider approval of Second Amended Agreement.		
BOARD/COMMISSION/COMMITTEE ACTION:		
<input type="checkbox"/> P & Z <input type="checkbox"/> Museum Board <input type="checkbox"/> Library Board	<input type="checkbox"/> Lodgers Tax Board <input type="checkbox"/> San Jose Board <input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> Cemetery Board <input type="checkbox"/> Water Board <input type="checkbox"/> _Committee
		} <input type="checkbox"/> APPROVED } <input type="checkbox"/> DISAPPROVED

Reviewed by:
City Administrator /s/ Steve McCutcheon **Date:** Nov. 3, 2016
ATTACHMENT(S): Second Amendment of Agreement

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

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

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

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

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

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

18
19 WHEREAS, in late December 2015, the WGPAEC was severely damaged by a heavy
20 snowfall leaving it without power and temporarily unusable; and

21
22 WHEREAS, on March 1, 2016, the parties amended their agreement to temporarily suspend
23 Metal Shop's provision of services pursuant to the 2013 Agreement and the 2015 Renewal during
24 the time that the WGPAEC was not suitable for use ("First Amendment"); and

25
26 WHEREAS, when the WGPAEC Annex became useable, Metal Shop began to provide its
27 services for that portion of the facility; and

28
29 WHEREAS, pursuant to the First Amendment, during the time that only the WGPAEC
30 Annex is operable, Metal Shop receives seventy percent (70%) of the annual compensation set forth
31 in the 2013 Agreement which comes to Sixty-seven Thousand Two Hundred dollars per year
32 (\$67,200/year) or Five Thousand Six Hundred dollars per month (\$5,600/month); and

33
34 WHEREAS, Metal Shop has asked to increase its compensation to eighty-five percent (85%)
35 of the annual compensation set forth in the 2013 Agreement which comes to Eighty-one Thousand
36 Six Hundred dollars per year (\$81,600/year) or Six Thousand Eight Hundred dollars per month
37 (\$6,800/month) beginning in October 2016; and

1 WHEREAS, the City has agreed to this increase.

2
3 NOW, THEREFORE, FOR THE CONSIDERATION SPECIFIED HEREIN THE PARTIES
4 AGREE AS FOLLOWS:

5
6 1. **Documents.** The following documents are attached hereto and incorporated herein and made
7 a part of this Second Amendment (collectively referred to as the “Agreements”):

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

11 B. **2015 Renewal.** The Renewal of the Agreement Between the City of Carlsbad and
12 Metal Shop Live Productions, LLC for Promotion and Operation of the Walter Gerrells
13 Performing Arts and Exhibition Center dated the 13th day of April 2016 (“2015 Renewal”);
14 and

15 C. **First Amendment.** The Amendment of the Agreement Between the City of Carlsbad
16 and Metal Shop Live Productions, LLC for Promotion and Operation of the Walter Gerrells
17 Performing Arts and Exhibition Center Suspending Services dated the 1st day of March 2016
18 (“First Amendment”).

19
20 2. **Compensation.** Paragraph 5 of the First Amendment is hereby amended to state:

21 5. **Compensation for Operation, Management, and Promotion of WGPAEC**
22 **Annex.** In consideration for the services rendered by Metal Shop to the City for the full
23 Operation, Management, and Promotion of the WGPAEC Annex, beginning in October
24 2016, the City shall pay Metal Shop Six Thousand Eight Hundred dollars per month
25 (\$6,800/month). That sum includes all applicable taxes. Prior to receiving any monies from
26 the City, Metal Shop shall submit its current IRS Form W-9 to the City’s Finance
27 Department.
28

29 3. **No Other Amendment Suspension of Services.** Other than the amendment to Paragraph
30 5 of the First Amendment, described above, no other provisions of the Agreements are changed
31 hereby.
32

33 4. **Captions.** The captions of any articles, paragraphs or sections hereof are made for
34 convenience only and shall not control or affect the meaning or construction of any of the provisions
35 thereof.
36

37 5. **Exhibits.** Any instrument or document attached to or referred to by this Agreement shall
38 constitute a part hereof as though set forth in full in the body of this Agreement, whether made a part
39 hereof by reference or whether made a part hereof by attachment.
40
41
42
43
44
45

REPLACE THIS PAGE WITH:

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

REPLACE THIS PAGE WITH:

**Amendment of the Agreement Between the City of Carlsbad and
Metal Shop Live Productions, LLC for Promotion and Operation of
the Walter Gerrells Performing Arts and Exhibition Center
Suspending Services
dated the 1st day a March 2016 (“First Amendment”)**

REPLACE THIS PAGE WITH:

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

RESOLUTION NO. 2016-____

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

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

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

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

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

Mayor

ATTEST:

City Clerk

FIRST VERIFICATION (Prior to Actual Disposal)

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

Tom Carlson
Tom Carlson, Director of Public Works

Michael A. Hernandez
Michael A. Hernandez, Director of Utilities

Richard D. Lopez
Richard D. Lopez, Fire Chief

D. Kent Waller
D. Kent Waller, Police Chief

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

Signed and sworn to me this 27th day of October, 2016, by Tom Carlson, Director of Public Works.

My commission expires: 9/24/16 [Signature]
Notary Public

OFFICIAL SEAL
MELINDA A. ROUNTREE
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 9/24/16

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

Signed and sworn to me this 11th day of October, 2016, by Michael A. Hernandez, Director of Utilities.

My commission expires: 05-23-19 Karen E. Book
Notary Public

OFFICIAL SEAL
KAREN E. BOOK
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 5-23-19

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

Signed and sworn to me this 27th day of October, 2016, by Richard D. Lopez, Fire Chief.

My commission expires: 9-4-19 Amanda McDougall
Notary Public

OFFICIAL SEAL
Amanda J. McDougall
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-4-19

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

Signed and sworn to me this 18th day of October, 2016, by Kent Waller, Chief of Police.

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

UNUSABLE OR OBSOLETE CITY PROPERTY

Department: JUDICIAL (MUNI COURT) Date: 10-20-16

Department Head: JUDGE JANET ELLIS

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

Item #	Description	Inventory #
	BLACK & BROWN METAL DESK	
	BLACK & BROWN METAL DESK	
	WOODEN OFFICE CHAIR (SWIVEL)	
	WOODEN OFFICE CHAIR (SWIVEL)	
	WOODEN OFFICE CHAIR (SWIVEL)	
	SILVER OFFICE CLOCK	
	GREEN CHALK BOARD	
	BLACK & BROWN METAL DESK	
	FAX MACHINE	5880
	DELL FLAT MONITOR	11352
	DELL FLAT MONITOR	8745
	CASIO CALCULATOR	
	ROYAL TYPEWRITER	3228
	GRAY SWIVEL OFFICE CHAIR	
	BLACK & BROWN METAL DESK	
	SETTEE GOLD AND WALNUT	
	SETTEE GOLD AND WALNUT	
	GOLD, METAL STACKABLE CHAIR W/ARMREST	
	GOLD METAL STACKABLE CHAIR	
	BEIGE METAL CABINET	
	BLACK METAL STACKABLE CHAIR (GLOBE)	
	BLACK METAL STACKABLE CHAIR (GLOBE)	

FIRST VERIFICATION (Prior to Actual Disposal)

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

[Signature]
~~Tom Carlson, Director of Public Works~~ Engineering
Luis Camero
[Signature]
Michael A. Hernandez, Director of Utilities
[Signature]
Richard D. Lopez, Fire Chief
[Signature]
D. Kent Waller, Police Chief

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

Signed and sworn to me this 1st day of November, 2016, by Luis Camero Engineering
~~Tom Carlson, Director of Public Works~~

My commission expires: 11-19-17 [Signature]
Notary Public

OFFICIAL SEAL
JENNIFER M. CAMPOS
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 11-19-17

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

Signed and sworn to me this 3rd day of October, 2016, by Michael A. Hernandez, Director of Utilities.

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

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

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

Signed and sworn to me this 31st day of October, 2016, by Richard D. Lopez, Fire Chief.

My commission expires: 9-4-19 [Signature]
Notary Public

OFFICIAL SEAL
Amanda J. McDougall
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 9-4-19

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

Signed and sworn to me this 31st day of October, 2016, by Kent Waller, Chief of Police.

My commission expires: 03/17/19 [Signature]
Notary Public

UNUSABLE OR OBSOLETE CITY PROPERTY

Department: POLICE

Date: October 28, 2016

Department Head: KENT WALLER

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

Item #	Description	Inventory #
1	Unit 1006 2009 Dodge Charger	11868
2	Unit 1001 2009 Dodge Charger	11863
3	Unit 0802 2009 Dodge Charger	11395
4	Vehicle Dog Box Carrier	P15200
5	Metal mail compartment shelf	00000075
6	Office Chair grey	00000814
7	Lobby Chair Blk & Gry	00010499
8	Lobby Chair Blk & Gry	00010577
9	Office Chair Brown	00012304
10	Office Chair Blk Leather	00010475
11	Metal File Cabinet (putty) 4 drawer	C-0551
12	Metal File Cabinet (grey) 4 drawer	00004346
13	Metal File Cabinet (blk) 4+ drawer	P-6285
14	Metal File Cabinet (tan) 4 drawer	C0217
15	Metal Mail Cabinet (cream)	00000074

UNUSABLE OR OBSOLETE CITY PROPERTY

Department: POLICE

Date: October 28, 2016

Department Head: KENT WALLER

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

Item #	Description	Inventory #
1	Paper Shredder	
2	ViewSonic Monitor	
3	ViewSonic Monitor	
4	ViewSonic Monitor	
5	ViewSonic Monitor	
6	ViewSonic Monitor	
7	ViewSonic Monitor	
8	ViewSonic Monitor	
9	ViewSonic Monitor	
10	ViewSonic Monitor	
11	Gateway Monitor	
12	Asus Monitor	
13	Under the Desk Keyboard Holder	
14	Under the Desk Keyboard Holder	
15	Under the Desk Keyboard Holder	
16	Under the Desk Keyboard Holder	
17	Under the Desk Keyboard Holder	
18	Under the Desk Keyboard Holder	
19	Under the Desk Keyboard Holder	
20	Under the Desk Keyboard Holder	
21	HP 8100 Printer	
22	HP 8100 Printer	

UNUSABLE OR OBSOLETE CITY PROPERTY

Department: POLICE

Date: October 28, 2016

Department Head: KENT WALLER

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

Item #	Description	Inventory #
1	HP 8100 Printer	
2	HP 8600 Printer	
3	HP 8600 Printer	
4	HP Desk Jet 5740 Printer	
5	HP 8100 Printer	
6	Wasp Bar Code Wand	
7	HP Laser Jet Color Sphere CP 4005	
8	Dymno Writer	
9		
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22		

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: November 8, 2016

DEPARTMENT: Transit	BY: Jo Ann Moore	DATE: November 1, 2016
---------------------	------------------	------------------------

SUBJECT: Reinstate a 2006 F-450 Ford Utility Truck Unit #9613 that was considered surplus and nonessential and was designated for disposal back into the city inventory.

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

Utility truck unit #9613 that belonged to the city water department was considered surplus and nonessential and was approved for disposal during the October 11, 2016 City Council Meeting.

Municipal Transit is currently putting into operation a vehicle maintenance shop staffed by one full time mechanic and he is need of a vehicle. The vehicle is drivable and will be used by the mechanic for call outs on transit vans.

DEPARTMENT RECOMMENDATION: If it is the pleasure of the City Council, it is recommended that this vehicle be reinstated into the city's inventory.

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: Nov. 3, 2016
--	---------------------------

ATTACHMENT: Resolution to Reinstate Utility Truck Back into City's Inventory
Resolution No. 2016-45
First Verification Form/Unusable or Obsolete City Property Form

RESOLUTION NO. 2016-_____

WHEREAS, the attached documented 2006 F-450 Ford Utility Truck Unit #9613 was previously considered surplus and nonessential for municipal purposes and designated for disposal at public auction included in Resolution 2016-45 dated October 11, 2016; and

WHEREAS, the City of Carlsbad Municipal Transit Department is currently putting into operation a vehicle maintenance shop staffed by one full time mechanic using New Mexico Department of Transportation grant funding; and

WHEREAS vehicle Unit#9613 is drivable and will allow the mechanic to have transportation on call-outs for transit van maintenance until such time that a suitable replacement is available.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CARLSBAD, NEW MEXICO that vehicle Unit #9613 listed on the attached pages is returned to service and use by the City of Carlsbad Municipal Transit Department.

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

Mayor

ATTEST:

City Clerk

Joan

RESOLUTION NO. 2016-45

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

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

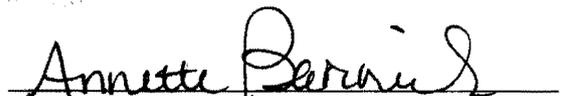
WHEREAS, the State regulations allow for such disposal of public property.

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

APPROVED, PASSED, AND ADOPTED this 11th day of October, 2016.




Mayor


City Clerk

FIRST VERIFICATION (Prior to Actual Disposal)

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

Tom Carlson
Tom Carlson, Director of Public Works

Michael A. Hernandez
Michael A. Hernandez, Director of Utilities

Richard D. Lopez
Richard D. Lopez, Fire Chief

D. Kent Waller
D. Kent Waller, Police Chief

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

Signed and sworn to me this 4th day of October 2016 by Tom Carlson, Director of Public Works.

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

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

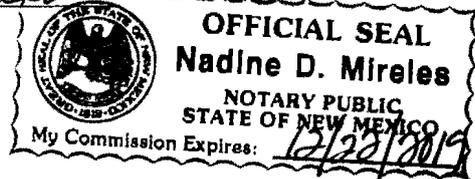
Signed and sworn to me this 4th day of October 2016 by Michael A. Hernandez, Director of Utilities.

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

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

Signed and sworn to me this 4th day of October 2016 by Richard D. Lopez, Fire Chief.

My commission expires: 12/22/2019 Nadine D. Mireles
Notary Public



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

Signed and sworn to me this 4th day of October 2016 by Kent Waller, Chief of Police.

My commission expires: 30 May 2020 Eileen P. Riordan
Notary Public



OFFICIAL SEAL
Eileen P. Riordan
NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires: 30 May 2020

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: November 8, 2016

DEPARTMENT: Executive/City Clerk	BY: Annette Barrick	DATE: Oct 31, 2016
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SUBJECT: Municipal Records Destruction

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

Attached is a list of various City Departments' Records. The list contains records that have met their legal retention requirements and are eligible for destruction. Each Department Director has reviewed and approved the list that pertains to their Department.

The office of the City Clerk is seeking approval to apply the retention schedules to all records and files of the Municipality. Upon approval from the Carlsbad City Council, the records will be shredded by the City Clerk's Staff by the Shredding Method of Destruction as authorized by NMAC 1.13.30.11(B)(2)(b)

DEPARTMENT RECOMMENDATION: It is recommended that the City Council approve the destruction of the attached municipal records and approve the Resolution adopting the Shredding Method of destruction.

BOARD/COMMISSION/COMMITTEE ACTION:

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

Reviewed by:
City Administrator /s/ Steve McCutcheon Date: Nov. 3, 2016

ATTACHMENT(S): List of Eligible Municipal Records

RESOLUTION NO. 2016-____

A RESOLUTION ADOPTING A DESIGNATED METHOD OF DESTRUCTION FOR ELIGIBLE MUNICIPAL RECORDS

WHEREAS, the destruction of obsolete records is necessary for efficient records maintenance by the City of Carlsbad; and

WHEREAS, in the interest of sound records management principles, the Municipal Clerk has established procedures for the retention and disposition of municipal records; and

WHEREAS, the New Mexico Commission on Public Records (New Mexico State Records Center and Archives) has developed and issued records retention and disposition schedules for municipal records; and

WHEREAS, the City of Carlsbad desires to use shredding as authorized by NMAC 1.13.30.11(B)(2)(b) as the approved method of destruction of the records once they have been approved for destruction as per the NM State Records Center and Archives; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CARLSBAD, NEW MEXICO that the Municipal Clerk is hereby authorized and directed to maintain the record program for the municipality and to apply the retention period assigned by said records retention and disposition schedules to all records and files of the Municipality. The records list on the attached document should be destroyed. And the official method for destruction of records is designated as shredding and the City Clerk is authorized to proceed with the destruction of the approved records.

APPROVED, PASSED, AND ADOPTED this 8th day of November, 2016.

Mayor

ATTEST:

City Clerk

**City of Carlsbad
Records Destruction 2016**

Box Number	Contents	Imaged/ System	Retention Date	Section Total	Old NMAC Code	New NMAC Code
147	City Clerk Records Box 004 - Records Requests for 2012 - Employee Requests, Dead Requests, EMS Reports, Fire Reports, Misc. Reports	No	July 1, 2016	1	1.15.3.708	1.21.2.107, 1.21.2.519
100-122	ACH Correspondence, Aged Customer List, Customer Correspondence, History, E-Mail Verification, Faxes to Lin at Warehouse, and Public Works, LNR, Insufficient Checks July 2009 - December 2009	No	July 1, 2016		1.15.3.109, 1.15.5.504, 1.19.8.555, 1.19.8.557, 1.19.8.558	1.21.2.105, 1.21.2.116, 1.21.2.137, 1.21.2.304, 1.21.2.310
100-151	Animal Control Binder, ACH Draft Report, UMAS, Dog Tag Reports, Delinquent List, Shut Off Listing, Shut off Orders 2006 - 2009	No	July 1, 2016		1.15.5.504, 1.19.8.555, 1.19.8.557, 1.19.8.558, 1.19.8.821	1.21.2.116, 1.21.2.137, 1.21.2.304, 1.21.2.310, 1.21.2.928
100-170	Billing File Drawers - Monthly List, Trl Ct, Vstp Mtr, Stp Mtr, Download List, Mtr Sch, Sticky Notes, Ambulance Ref. Guide, City List Mail Tracker, Billing Error, Correspondence for Water, Sewer, Garbage, Cut Off List, Door Hang, Roll Offs, Job Orders July 2008 - June 2010	No	July 1, 2016		1.15.3.107, 1.15.3.109, 1.19.8.555, 1.19.8.557, 1.19.8.558	1.21.2.105, 1.21.2.115, 1.21.2.116, 1.21.2.137, 1.21.2.310
100-216	Cut Off Orders August 2012 - November 2012	No	July 1, 2016		1.19.8.558	1.21.2.116, 1.21.2.137
100-218	Cut Off Orders October 2012 - March 2013	No	July 1, 2016		1.19.8.558	1.21.2.116, 1.21.2.137
100-219	Dog Tags - Receipts / Dog Tag Printouts January 2012 - December 2012	No	July 1, 2016		1.19.8.821	1.21.2.928
100-228	Billing - Coded Notes, Warehouse Call Ins (Rds) August 2012 - September 2012	No	July 1, 2016		1.19.8.555, 1.19.8.557	1.21.2.137, 1.21.2.310
100-268	Billing - Credits and Debits 2012	No	July 1, 2016		1.19.8.557	1.21.2.310
100-272	Pulled Late Notices, Cut Off Orders July 2012 - June 2013	No	July 1, 2016		1.19.8.558	1.21.2.116, 1.21.2.137
100-273	Billing Coded Notes (ARB) Warehouse Call Ins (Check Reads) June 2012 - July 2012	No	July 1, 2016		1.19.8.555, 1.19.8.557	1.21.2.137, 1.21.2.310
100-274	Billing Coded Notes (ARB) Warehouse Call Ins (Check Reads) October 2012 - November 2012	No	July 1, 2016		1.19.8.555, 1.19.8.557	1.21.2.137, 1.21.2.310
100-275	Billing Coded Notes - Warehouse Call Ins (Check Reads) December 2012	No	July 1, 2016		1.19.8.555, 1.19.8.557	1.21.2.137, 1.21.2.310
100-276	Billing Coded Notes (ARB) Warehouse Call Ins (Check Reads) January 2013 - February 2013	No	July 1, 2016		1.19.8.555, 1.19.8.557	1.21.2.137, 1.21.2.310
100-277	Billing Coded Notes (ARB) Check Reads March 2013 - April 2013	No	July 1, 2016		1.19.8.555, 1.19.8.557	1.21.2.137, 1.21.2.310
100-278	Billing Coded Notes (ARB) Warehouse Call Ins (Check Reads) May 2013 - June 2013	No	July 1, 2016		1.19.8.555, 1.19.8.557	1.21.2.137, 1.21.2.310
100-282	Applications - Water, Sewer, Garbage July 2012 - June 2013	No	July 1, 2016		1.19.8.555	1.21.2.137

**City of Carlsbad
Records Destruction 2016**

Box Number	Contents	Imaged/ System	Retention Date	Section Total	Old NMAC Code	New NMAC Code
100-289	Animal Tag Statements - Carlsbad Animal Clinic and Animal Care Center 2012	No	July 1, 2016		1.19.8.821	1.21.2.928
100-361	Utility Worksheets FY 2011-2012 and FY 2012-2013	Yes	July 1, 2016	18	1.19.8.555, 1.19.8.557	1.21.2.137, 1.21.2.310
2013-216	Pay Stubs - July 2011	No	July 1, 2016		1.15.5.203	1.21.2.309
2013-217	Pay Stubs - August 2011	No	July 1, 2016		1.15.5.203	1.21.2.309
2013-218	Pay Stubs - February 2012	No	July 1, 2016		1.15.5.203	1.21.2.309
2013-219	Pay Stubs - January 2012	No	July 1, 2016		1.15.5.203	1.21.2.309
2013-220	Pay Stubs - October 2011	No	July 1, 2016		1.15.5.203	1.21.2.309
2013-221	Pay Stubs - March 2012	No	July 1, 2016		1.15.5.203	1.21.2.309
2013-222	Pay Stubs - December 2011	No	July 1, 2016		1.15.5.203	1.21.2.309
2013-224	Pay Stubs - April 2012	No	July 1, 2016		1.15.5.203	1.21.2.309
2013-225	Pay Stubs - September 2011	No	July 1, 2016		1.15.5.203	1.21.2.309
2013-226	Pay Stubs - May 2012	No	July 1, 2016		1.15.5.203	1.21.2.309
2013-227	Pay Stubs - November 2011	No	July 1, 2016		1.15.5.203	1.21.2.309
2013-236	Pay Stubs - June 2012	No	July 1, 2016	12	1.15.5.203	1.21.2.309
530	2010 Bank Reconciliations - General Fund July 2009 - December 2009	No	July 1, 2016		1.15.5.506	1.21.2.331
533	2009 Bank Reconciliations - General Fund July 2009 - December 2009	No	July 1, 2016		1.15.5.506	1.21.2.331
536	FY 2009 - 2010 Bank Reconciliations - Fed Projects, Health Insurance, CDBG, Debt Service, Muni Court, Construction, July 2009 - June 2010	No	July 1, 2016		1.15.5.506	1.21.2.331
537	FY 2009 - 2010 Bank Reconciliations - Payroll July 2009 - June 2010	No	July 1, 2016	4	1.15.5.506	1.21.2.331
PR 162	Payroll Journal Vouchers 2007 - 2008, Payroll Checklists 2005 - 2008, Expired Cell Phone Stipends, Insurance Payments (from Heaton and Jurva) 2005 - 2008, Inter-Office Department Memo 2001 - 2008	No	July 1, 2016		1.15.3.107, 1.15.3.109, 1.15.5.204, 1.15.5.310, 1.15.5.408, 1.15.5.501, 1.15.6.108	1.21.2.105, 1.21.2.115, 1.21.2.211, 1.21.2.301, 1.21.2.303, 1.21.2.308
PR 226	Time Card Edits July 2009 - September 2009	Yes	July 1, 2016		1.15.5.404 D(2)	1.21.2.115, 1.21.2.213
PR 228	Automatic Draft Listing / Direct Deposit Payroll 2009	Yes	July 1, 2016		1.15.5.504	1.21.2.115, 1.21.2.213
PR 230	Time Card Edits October 2009 - December 2009	Yes	July 1, 2016		1.15.5.404 D(2)	1.21.2.115, 1.21.2.213, 1.21.2.304
PR 232	Employee Master List July 2009 - December 2009	Yes	July 1, 2016		1.15.6.185	1.21.2.110
PR 242	Vacation/Sick Reports July 2009 - September 2009	Yes	July 1, 2016		1.15.6.105	1.21.2.231
PR 243	Vacation/Sick Reports October 2009 - December 2009	Yes	July 1, 2016		1.15.6.105	1.21.2.231
PR 284	Time Sheets and Leave Requests July 9, 2012 - August 19, 2012	Yes	July 1, 2016		1.15.5.402, 1.15.6.105	1.21.2.115, 1.21.2.231, 1.21.2.235
PR 285	Time Sheets and Leave Requests August 20, 2012 - October 14, 2012	Yes	July 1, 2016		1.15.5.402, 1.15.6.105	1.21.2.115, 1.21.2.231, 1.21.2.235

**City of Carlsbad
Records Destruction 2016**

Box Number	Contents	Imaged/ System	Retention Date	Section Total	Old NMAC Code	New NMAC Code
PR 286	Time Sheets and Leave Requests October 15, 2012 - December 9, 2012	Yes	July 1, 2016		1.15.5.402, 1.15.6.105	1.21.2.115, 1.21.2.231, 1.21.2.235
PR 287	Time Sheets and Leave Requests December 10, 2012 - December 23, 2012	Yes	July 1, 2016		1.15.5.402, 1.15.6.105	1.21.2.115, 1.21.2.231, 1.21.2.235
PR 312	W-2 Green Bar 2005	No	January 1, 2016		1.15.5.409	1.21.2.214
PR 331	Time Card Edits January 2010 - March 2010		July 1, 2016		1.15.5.404 D(2)	1.21.2.115, 1.21.2.213
PR 332	Time Card Edits April 2010 - June 2010		July 1, 2016		1.15.5.404 D(2)	1.21.2.115, 1.21.2.213
PR 340	Vacation/Sick Reports January 2010 - March 2010		July 1, 2016		1.15.6.105	1.21.2.231
PR 341	Vacation/Sick Reports April 2010 - June 2010		July 1, 2016		1.15.6.105	1.21.2.231
PR 344	Employee Master Listing January 2010 - June 2010		July 1, 2016		1.15.6.185	1.21.2.110
PR 454	Quarterly Reports Federal Form 941 January 2004 - December 2005		January 1, 2016		1.15.5.408, 1.15.6.108	1.21.2.211, 1.21.2.214, 1.21.2.301, 1.21.2.353, 1.21.2.354
PR 469	Quarterly Reports NM Department of Labor Schedule A January 1999 - December 2005		January 1, 2016		1.15.5.408, 1.15.6.108	1.21.2.211, 1.21.2.214, 1.21.2.301, 1.21.2.353, 1.21.2.354
PR 473	Colonial Deduction Reports, Colonial Life Deduction Reports, Colonial Enrollment Forms, Colonial Correspondence, Quarterly Reports Form 941 December 1996 - December 2005		January 1, 2016		1.15.5.408, 1.15.6.107, 1.15.6.108	1.21.2.115, 1.21.2.211, 1.21.2.214, 1.21.2.301, 1.21.2.353, 1.21.2.354
PR 557	Time Sheets and Leave Requests January 2013 - February 2013	Yes	July 1, 2016		1.15.5.402, 1.15.6.105	1.21.2.115, 1.21.2.231, 1.21.2.235
PR 558	Time Sheets and Leave Requests March 2013	Yes	July 1, 2016		1.15.5.402, 1.15.6.105	1.21.2.115, 1.21.2.231, 1.21.2.235
PR 559	Time Sheets and Leave Requests April 2013 - May 2013	Yes	July 1, 2016	23	1.15.5.402, 1.15.6.105	1.21.2.115, 1.21.2.231, 1.21.2.235
SAF 3	Safety Training Binders 1989 - 1997		January 1, 2001		1.15.6.131	1.21.2.115, 1.21.2.254
SAF 4	Safety Training Binders 1983 - 1995		January 1, 1999		1.15.6.131	1.21.2.115, 1.21.2.254
SAF 5	Safety Training Binders 1990 - 1996		January 1, 2000		1.15.6.131	1.21.2.115, 1.21.2.254
SAF 6	Safety Training Binders 1970 - 1991		January 1, 1995		1.15.6.131	1.21.2.115, 1.21.2.254
SAF 7	Safety Videos 1991		January 1, 1995		1.15.3.122, 1.15.6.131	1.21.2.115, 1.21.2.254
SAF 8	Safety Videos 1991 - 2000		January 1, 2004		1.15.3.122, 1.15.6.131	1.21.2.115, 1.21.2.254
SAF 13	Safety Training Binders and Videos 1988 - 1995		January 1, 1999	7	1.15.3.122, 1.15.6.131,	1.21.2.115, 1.21.2.254
TR 1	Daily Drivers' Manifest January 2009 - August 2009	No	July 1, 2014		1.15.5.203, 1.19.8.902	1.21.2.110, 1.21.2.152, 1.21.2.309

**City of Carlsbad
Records Destruction 2016**

Box Number	Contents	Imaged/ System	Retention Date	Section Total	Old NMAC Code	New NMAC Code
TR 2	Daily Cast Schedules and Cast Applications 2003 - 2008	No	July 1, 2012		1.15.5.203, 1.19.8.902	1.21.2.110, 1.21.2.152, 1.21.2.309
TR 3	Purchase Orders 2000 - 2004	No	July 1, 2008		1.15.5.303	1.21.2.115
TR 4	Vehicle Inspection Books 2003 - 2004	No	July 1, 2008		1.19.8.902	1.21.2.110, 1.21.2.152
TR 5	Checks and Applications and State Invoicing Forms 2004 - 2006	No	July 1, 2014		1.15.5.202, 1.15.5.208, 1.15.5.305	1.21.2.115, 1.21.2.604
TR 6	Vehicle Inspection Books 2006 - 2007	No	July 1, 2011		1.19.8.902	1.21.2.110, 1.21.2.152
TR 7	Daily JARC Drivers' Manifest/Receipts/4-Receipt Books 2005	No	July 1, 2010		1.15.5.203, 1.19.8.902	1.21.2.110, 1.21.2.152, 1.21.2.309
TR 8	State Invoicing 2003 - 2004	No	July 1, 2012		1.15.5.202, 1.15.5.208, 1.15.5.305	1.21.2.115, 1.21.2.604
TR 9	State Invoicing/Vendor Checks 2002 - 2004	No	July 1, 2012		1.15.5.202, 1.15.5.208, 1.15.5.305	1.21.2.115, 1.21.2.604
TR 10	Vehicle Inspection Books 2004 - 2005	No	July 1, 2009		1.19.8.902	1.21.2.110, 1.21.2.152
TR 11	State Invoicing/Receipts/Vendor Checks 2001 - 2003	No	July 1, 2011		1.15.5.202, 1.15.5.208, 1.15.5.305	1.21.2.115, 1.21.2.604
TR 12	Vehicle Maintenance Records, Decommissioned Vehicle Records 2004 - 2009	No	July 1, 2013		1.19.8.902	1.21.2.110, 1.21.2.152
TR 13	Deposit Slips 2005 and 2006, End of Month Paperwork 2007	No	July 1, 2015		1.15.5.205, 1.15.5.208, 1.15.5.305	1.21.2.115, 1.21.2.303, 1.21.2.604
TR 14	Vehicle Operations Inspection Booklets 2005 - 2008	No	July 1, 2012		1.19.8.902	1.21.2.110, 1.21.2.152
TR 15	Vehicle Operations Inspection Booklets 2004 - 2008	No	July 1, 2012		1.19.8.902	1.21.2.110, 1.21.2.152
TR 16	Deposit Slips for Transit 2001 - 2002, General Information About Transit	No	July 1, 2010	16	1.15.3.101, 1.15.5.205, 1.15.5.208, 1.15.5.305	1.21.2.115, 1.21.2.303, 1.21.2.604
			Total	81		

CITY OF CARLSBAD
AGENDA BRIEFING MEMORANDUM

Meeting Date: 11/8/16

DEPARTMENT: Planning, Engineering and Regulation	BY: Jeff Patterson, Planning Director	DATE: 10/17/16
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SUBJECT: Update and presentation of the new Concept Plan for the Montclair Development (formerly El Dorado), PUD, an approximately 1,300 acre area, containing multiple parcels, located on the east side of National Parks Highway between Derrick Road and the south line of Township 23S Range 26E Section 14, annexation pending, pursuant to the petition method as provided for in Section 3-7-1 et. Seq. NMSA 1978 (specifically, Section 3-7-17).

Applicants:

Property Owner (Majority Land Owner):

Hermes Development, LLC
7641 E. Gray Rd., Suite B1
Scottsdale, AZ 85260

Agent:

Gary Lane
LBG Development, LLC.
1256 W. Chandler Blvd. Ste. H
Chandler, AZ 85224

SYNOPSIS and HISTORY: The applicant is presenting a revised Concept Plan for the renamed Montclair Development, (formerly the El Dorado Development), the approximately 1,300 acre development on the eastern side of National Parks Hwy. south of Carlsbad. The applicant previously petitioned for this property to be annexed and Planned Unit Development (PUD) zoning requested at the May 27, 2014 City Council meeting (Ordinance 2014-09 and Ordinance 2014-10). At the time, the applicant presented a Concept Plan with this annexation request, as required by the City's Zoning Ordinance for the application of PUD zoning. The applicant then had one year to complete the Final PUD and development plans, as well as enter into a Development Agreement with the City. The applicant has needed to extend that one year deadline twice, with the last extension being granted by the Planning and Zoning Commission at the July 11, 2016 Commission meeting. The applicant and their agent, Gary Lane, stated at that Commission meeting that they planned to revise the previously accepted Concept Plan, and when the revised Concept Plan was ready, they would bring it back and present the revised plan to the City Council. The attached documents in this packet constitute that new plan. Once the new Concept Plan is approved, the applicants and their agent will proceed with the creation of the Final PUD Development Plan and the Development Agreement. Also included in this packet are the annexation plats showing what property will be annexed, the previous Concept Plan map, and a cover letter from Consensus Planning to the Planning and Zoning Commission that provides more details about the project.

According to Sec. 56-150 (j):

"The purpose of the PUD review is to provide a process for reviewing applications for self-contained developments a minimum of ten (10) acres in size, with a range of residential densities and/or a mix of residential and non-residential uses, and to allow for more innovative and efficient layout and design of such projects than would be possible through strict application of other zoning districts."

"A PUD is approved in two steps. The first step involves review and approval of a zoning change application to the PUD zoning district with an accompanying Concept Plan. The second step involves review and approval of a Final PUD Plan for the development, and subdivision, in accordance with the City's Subdivision Regulations, if necessary. Applications for subdivision approval may be filed simultaneously with the PUD zoning change application; however, preliminary subdivision approval is contingent upon approval of the PUD zoning designation."

IMPACT (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.): By approving the new Concept Plan, the Carlsbad City Council would allow the developer to move further along in the PUD process and move closer to the submission of the Final PUD Plan and Development Agreement.

PLANNING STAFF RECOMMENDATION: The Planning Department recommends approval of the new Concept Plan.

DEPARTMENT RECOMMENDATION:

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

DEPARTMENT COMMENTS:

Public Works:

Utilities Department:

Building Department:

Fire Department:

Code Enforcement:

Legal Department..

Planning Department: Recommend approval.

Police Department:

Culture & Recreation

City Engineer:

BOARD/COMMISSION/COMMITTEE ACTION:

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

Reviewed by

City Administrator: /s/ Steve McCutcheon

Date: Nov. 3, 2016

ATTACHMENTS: Concept plan maps, annexation map and ordinances.

ORDINANCE NO. 2014-09

AN ORDINANCE ANNEXING A PORTION OF LAND CONTAINING 1,300 ACRES MORE OR LESS, CONTIGUOUS TO THE CITY OF CARLSBAD, NEW MEXICO, LOCATED ON THE EAST SIDE OF NATIONAL PARKS HIGHWAY BETWEEN DERRICK ROAD AND THE SOUTH LINE OF TOWNSHIP 23S RANGE 26E SECTION 14, PURSUANT TO THE PETITION METHOD PROVIDED FOR IN SECTION 3-7-1 ET. SEQ., NMSA 1978.

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

WHEREAS, said petition has been signed by the owners of a majority of the number of acres in the contiguous territory, and

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

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

Section 1. Subject to the proviso contained in Section 2 hereof, the City of Carlsbad hereby consents to the annexation of 1,300 acres, more or less, of contiguous territory situated in Eddy County, New Mexico, located on the east side of National Parks Highway between Derrick Road and the south line of Township 23S Range 26E Section 14, as illustrated on the annexation plat attached hereto.

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

INTRODUCED, PASSED, ADOPTED, AND APPROVED THIS 27TH DAY OF MAY, 2014.

/s/ Dale Janway
DALE JANWAY, MAYOR

ATTEST:

/s/ Annette Barrick
CITY CLERK

ORDINANCE NO. 2014- 10

AN ORDINANCE ESTABLISHING PLANNED UNIT DEVELOPMENT DISTRICT (PUD) ZONING AND RURAL RESIDENTIAL DISTRICT (RR) ZONING IN CONJUNCTION WITH THE ANNEXATION OF AN APPROXIMATELY 1,300 ACRE AREA AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY PURSUANT TO SECTION 3-21-1 ET. SEQ. NMSA 1978 AND SECTIONS 56-150(B) AND 56-140(I), CARLSBAD CODE OF ORDINANCES.

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

The official zoning map of the City is hereby amended to establish Planned Unit Development District (PUD) and Rural Residential District (RR) zoning for portions of a 1,300 +/- acre area, located on the east side of National Parks Highway between Derrick Road and the south line of Township 23S Range 26E Section 14, as illustrated on the plat attached hereto.

INTRODUCED, PASSED, ADOPTED AND APPROVED this 27th day of May, 2014.

/s/ Dale Janway
DALE JANWAY, MAYOR

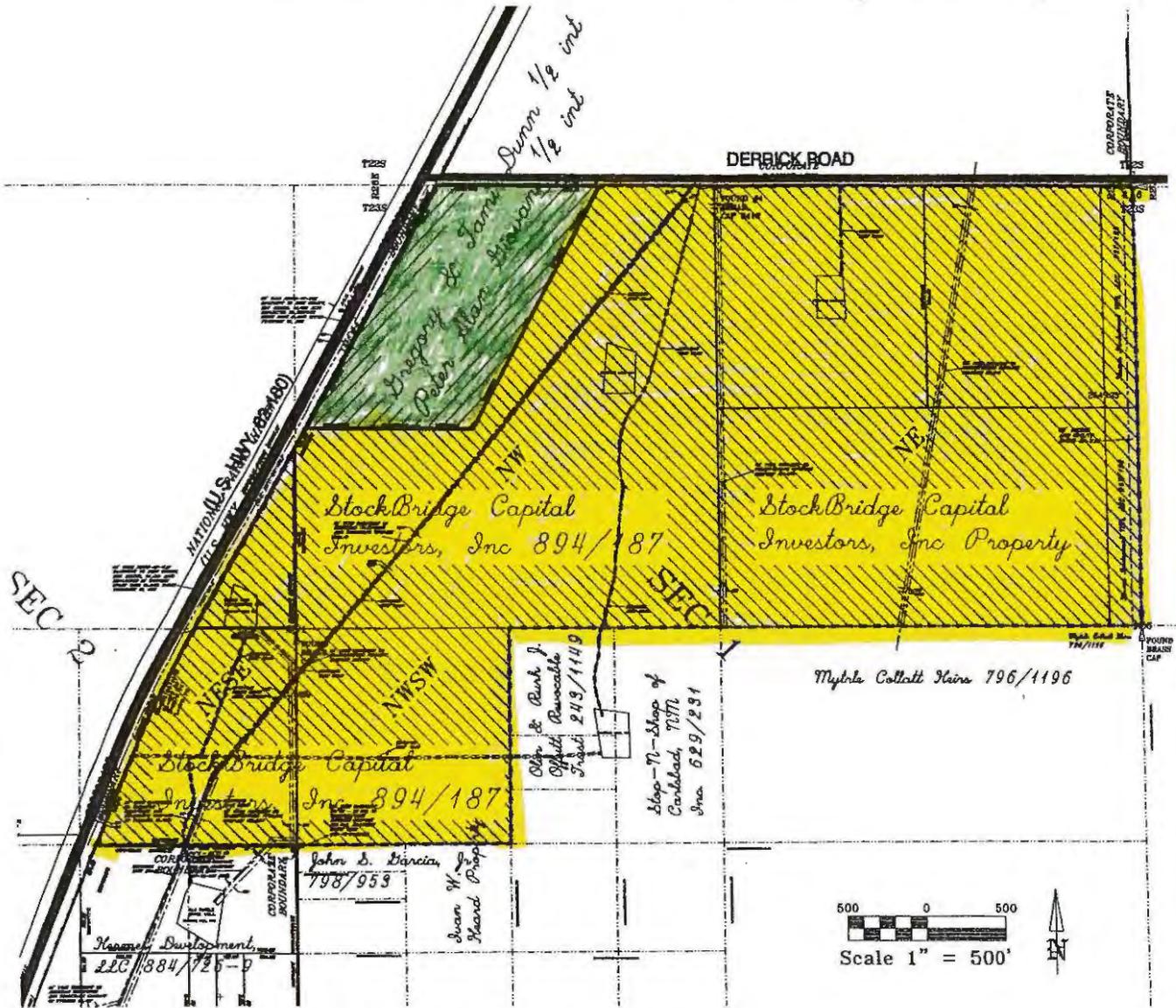
ATTEST:

/s/ Annette Barrick
CITY CLERK

= Rural Residential (RR)

= Planned Unit Development 4/2/14

ANNEXATION PLAT 12/4/2013 (and Est. of Zoning)



FOR THE CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO, OF LANDS LYING IN SECTION 1 AND SECTION 2, ALL LYING IN T23S, R26E, N.M.P.M., EDDY COUNTY, NEW MEXICO, WHICH LANDS ARE HELD BY STOCKBRIDGE CAPITAL INVESTORS, INC.:

WHICH LANDS TO BE CONSIDERED FOR ANNEXATION ARE DESCRIBED AS FOLLOWS:

THE NE, THE NWSW, THAT PART OF THE NW LYING EAST OF NATIONAL PARKS HIGHWAY AND LESS THE LAND SHOWN THAT IS DEEDED TO PETER ALAN GIOVANI AND GREGORY & TAMI DUNN, ALL LYING IN SAID SECTION 1, T23S, R26E, N.M.P.M. EDDY COUNTY, NEW MEXICO.

AND THAT PART OF THE NESE LYING EAST OF NATIONAL PARKS HIGHWAY, LYING IN SAID SECTION 2, T23S, R26E, N.M.P.M., EDDY COUNTY, NEW MEXICO. BEING 350.72 ACRES, MORE OR LESS, IN SIZE

LANDS THAT WILL BE ANNEXED AS A RESULT OF FORE MENTIONED ANNEXATION REQUEST

THAT PART OF THE NW THAT IS DEEDED TO PETER ALAN GIOVANI AND GREGORY & TAMI DUNN, ALL LYING IN SAID SECTION 1, T23S, R26E, N.M.P.M. EDDY COUNTY, NEW MEXICO. BEING 34.70 ACRES, MORE OR LESS, IN SIZE

LEGEND

- SECTION CORNER
- QUARTER CORNER
- LAND LINE
- ANNEXATION REQUEST BOUNDARY
- AREAS BEING ANNEXED
- AREAS BEING FORED ANNEXED
- CORPORATE BOUNDARY

STOCKBRIDGE CAPITAL INVESTORS, INC.
TODD SELLS FOR STOCKBRIDGE CAPITAL INVESTORS, INC.

OWNERS STATEMENT AND AFFIDAVIT

STATE OF _____, SS
COUNTY OF _____, SS
THE ABOVE SIGNED BEING FIRST DULY SWORN ON DATE, STATE:
AS THE OWNERS AND PROPRIETORS WE HAVE OF OUR OWN FREE WILL AND CONSENT CAUSED THIS PLAT WITH ITS TRACTS, DEDICATED ROAD AND EASEMENT TO BE PLATTED. THE PROPERTY DESCRIBED ON THIS PLAT LIES WITHIN THE PLATTING JURISDICTION OF:
EDDY COUNTY AND CARLSBAD EXTRATERRITORIAL
SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____
BY _____
NOTARY PUBLIC

I, MELVIN R. PYEATT, JR., A NEW MEXICO REGISTERED PROFESSIONAL LAND SURVEYOR, CERTIFY THAT I CONDUCTED, AND AM RESPONSIBLE FOR THIS SURVEY, AND THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY AND PLAT MEET THE HIGHEST STANDARDS FOR SURVEYING IN NEW MEXICO.

MELVIN R. PYEATT, JR., 423 W. GREENE ST., CARLSBAD, N.M., 86220
CERTIFICATE NO. 20251 TELE. 985-6867 FAX 985-6867



APPROVAL BY THE CITY COUNCIL

THIS IS TO CERTIFY THAT THIS ANNEXATION PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CARLSBAD, COUNTY OF EDDY, STATE OF NEW MEXICO, DURING A REGULARLY SCHEDULED MEETING HELD ON _____ DAY OF _____, 20____

CONCURRENCE BY THE CITY PLANNING COMMISSION

THIS IS TO CERTIFY THAT THIS ANNEXATION PLAT HAS BEEN REVIEWED BY THE CITY PLANNING COMMISSION OF THE CITY OF CARLSBAD, COUNTY OF EDDY, STATE OF NEW MEXICO, DURING A MEETING HELD ON _____ DAY OF _____, 20____

STATE OF NEW MEXICO, COUNTY OF EDDY, I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE _____ DAY OF _____, 20____ A.D. AT _____ O'CLOCK _____ M.
CABINET _____ SLIDE _____
BARLENE ROSFRIH-COUNTY CLERK

INDEXING INFO. FOR CO. CLERK	
SEC. 1 & 2	T23S R26E N.M.P.M.
SUBDIVISION: ANNEXATION PLAT	
DATE: 12/4/2013	
CITY:	CARLSBAD
COUNTY:	EDDY
STATE:	NEW MEXICO
DATE:	DECEMBER 4, 2013
ACCESS:	YES
AREA:	439.42 ACRES TOGETHER

WATCH _____ SECRETARY _____ CLERK _____ SECRETARY _____

= Rural Residential (RR) = Planned Unit Development 4/2/14

ANNEXATION PLAT (and Est. of Zoning)

12/5/2013

FOR THE CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO, OF LANDS LYING IN SECTION 11 AND SECTION 14, ALL LYING IN T23S, R26E, N.M.P.M., EDDY COUNTY, NEW MEXICO, WHICH LANDS ARE HELD BY HERMES DEVELOPMENT NM, LLC:

WHICH LANDS TO BE CONSIDERED FOR ANNEXATION ARE DESCRIBED AS FOLLOWS:

THAT PART OF THE NW LYING EAST OF NATIONAL PARKS HIGHWAY, THAT PART OF THE SW LYING EAST OF NATIONAL PARKS HIGHWAY, THE SE, THE S2SWNE, THE S2SENE, THE WEST ±5.0 ACRES OF THE N2SENE, THE S2NENE, THE NENENE AND THE NWNENE, ALL LYING IN SAID SECTION 11, T23S, R26E, N.M.P.M., EDDY COUNTY, NEW MEXICO.

AND THE NE, THAT PART OF THE NW LYING EAST OF THE NATIONAL PARKS HIGHWAY, THAT PART OF THE SW LYING EAST OF NATIONAL PARKS HIGHWAY AND LESS THE LAND SHOWN THAT IS DEEDED TO THE STATE OF NEW MEXICO, THAT PART OF THE SE LESS THE LAND SHOWN THAT IS DEEDED TO THE STATE OF NEW MEXICO AND LESS THE MESA VERDE SUBDIVISION, LYING IN SAID SECTION 14, T23S, R26E, N.M.P.M., EDDY COUNTY, NEW MEXICO.

AND LOTS 3A, 3B, 5A, 5B, 6A, 6B, 9A, 9B, 10A, 10B, 11A, 11B, 13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B, 17A, 17B, 18A, 18B, 19A, 19B, 20A, 20B, 23A, 23B, 24A, 24B, 25A, 25B, 26A, 26B, 27A, 27B, TRACT A AND TRACT B OF THE MESA VERDE UNIT 1 SUBDIVISION REPLAT, LYING IN SAID SECTION 14, T23S, R26E, N.M.P.M., EDDY COUNTY, NEW MEXICO.

AND LOTS 21 AND 22 OF THE MESA VERDE UNIT 1 SUBDIVISION, LYING IN SAID SECTION 14, T23S, R26E, N.M.P.M., EDDY COUNTY, NEW MEXICO.

BEING 874.39 ACRES, MORE OR LESS, IN SIZE

LANDS THAT WILL BE ANNEXED AS A RESULT OF FORE MENTIONED ANNEXATION REQUEST

THAT PART OF THE SW & SE, THAT IS DEEDED TO THE STATE OF NEW MEXICO (±14.21 ACRES) AND THAT PART OF NATIONAL PARKS HIGHWAY BEING ADJACENT TO THE ANNEXED LANDS SHOWN ON THIS PLAT (±33.23 ACRES), ALL LYING IN SAID SECTION 14, T23S, R26E, N.M.P.M., EDDY COUNTY, NEW MEXICO.

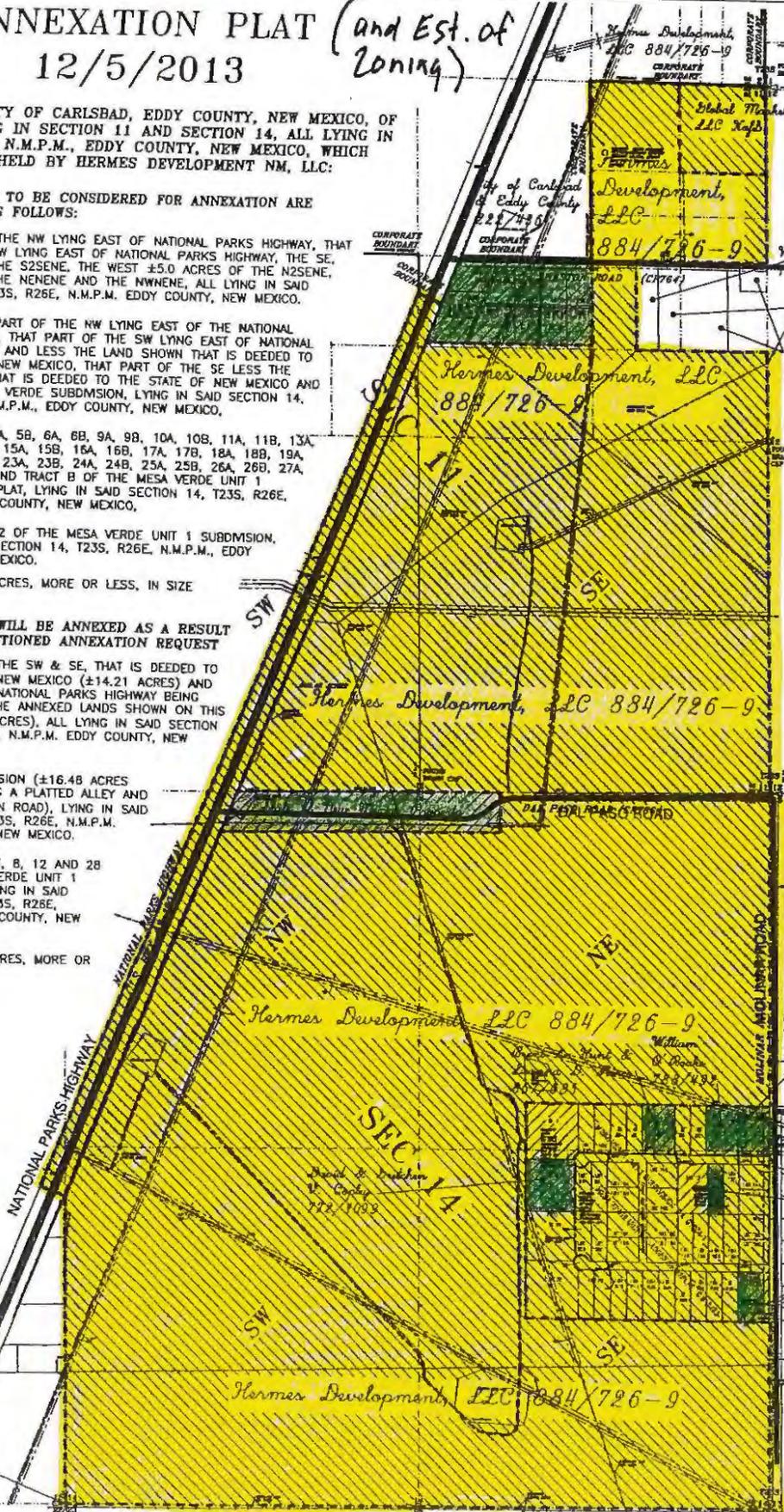
AND HASTON SUBDIVISION (±16.48 ACRES WHICH INCLUDES A PLATTED ALLEY AND PART OF HASTON ROAD), LYING IN SAID SECTION 11, T23S, R26E, N.M.P.M., EDDY COUNTY, NEW MEXICO.

AND LOTS 1, 2, 4, 7, 8, 12 AND 28 OF THE MESA VERDE UNIT 1 SUBDIVISION, LYING IN SAID SECTION 14, T23S, R26E, N.M.P.M., EDDY COUNTY, NEW MEXICO.

BEING 81.26 ACRES, MORE OR LESS, IN SIZE

LEGEND

- SECTION CORNER
- QUARTER CORNER
- LAND LINE
- ANNEXATION REQUEST BOUNDARY
- AREAS BEING ANNEXED
- AREAS BEING FORCED ANNEXED
- CORPORATE BOUNDARY



OWNERS STATEMENT AND AFFIDAVIT

STATE OF _____

COUNTY OF _____

THE ABOVE SIGNED BEING FIRST DULY SWORN ON OATH, STATE AS THE OWNERS AND PROPRIETORS WE HAVE OF OUR OWN FREE WILL AND CONSENT CAUSED THIS ANNEXATION PLAT TO BE PREPARED AND FILED WITH THE CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO, THE PROPERTY DESCRIBED ON THIS PLAT LIES WITHIN THE PLATTING JURISDICTION OF _____

EDDY COUNTY AND CARLSBAD EXTRAJURISDICTIONAL

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____ NOTARY PUBLIC

OWNERS STATEMENT AND AFFIDAVIT

STATE OF _____

COUNTY OF _____

THE ABOVE SIGNED BEING FIRST DULY SWORN ON OATH, STATE AS THE OWNERS AND PROPRIETORS WE HAVE OF OUR OWN FREE WILL AND CONSENT CAUSED THIS ANNEXATION PLAT TO BE PREPARED AND FILED WITH THE CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO, THE PROPERTY DESCRIBED ON THIS PLAT LIES WITHIN THE PLATTING JURISDICTION OF _____

EDDY COUNTY AND CARLSBAD EXTRAJURISDICTIONAL

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____ NOTARY PUBLIC

CONCURRENCE BY THE CITY PLANNING COMMISSION

THIS IS TO CERTIFY THAT THIS ANNEXATION PLAT HAS BEEN REVIEWED BY THE CITY PLANNING COMMISSION OF THE CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO, DURING A MEETING HELD ON _____ DAY OF _____, 20____

CHAIRMAN _____ SECRETARY _____

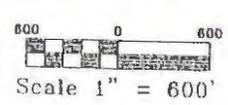
APPROVAL BY THE CITY COUNCIL

THIS IS TO CERTIFY THAT THIS ANNEXATION PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CARLSBAD, COUNTY OF EDDY, STATE OF NEW MEXICO, DURING A REGULARLY SCHEDULED MEETING HELD ON _____ DAY OF _____, 20____

CHAIRMAN _____ SECRETARY _____

I, MELVIN R. PYEATT, JR., A NEW MEXICO REGISTERED PROFESSIONAL LAND SURVEYOR, CERTIFY THAT I CONDUCTED, AND AM RESPONSIBLE FOR THIS SURVEY, AND THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

MELVIN R. PYEATT, JR., 429 W. GREENE ST., CARLSBAD, NM, 80220
CERTIFICATE NO 20251 TELE. 985-6367 FAX 985-6866



STATE OF NEW MEXICO, COUNTY OF EDDY, I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE _____ DAY OF _____, 20____ AT _____ O'CLOCK _____ H.

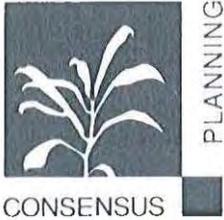
CABINET _____ SLICE _____
BARLENE RODRIGUEZ-COUNTY CLERK

INDEXING INFO. FOR CO. CLERK

SEC. 11 & 14 T23S R26E N.M.P.M.
SUBDIVISION-ANNEXATION PLAT
4/2/2014

OWNER: HERMES DEVELOPMENT NM, LLC

CITY: CARLSBAD
COUNTY: EDDY
STATE: NEW MEXICO
DATE: APRIL 2 2014
ACCESS: _____
AREA: 1,252.45 ACRES TOGETHER



October 14, 2016

James Knott, Chairman
Planning & Zoning Commission
City of Carlsbad
114 S. Halagueno Street,
Carlsbad, New Mexico 88220



RE: Montclair Planned Unit Development, Carlsbad

Landscape Architecture
Urban Design
Planning Services

Dear Chairman Knott,

307 Eighth St. NW
Albuquerque, NM 87102
505.376.9801
Fax 505.376.9775
cp@consensusplanning.com
www.consensusplanning.com

The purpose of this letter is to request approval of a revised Concept Plan for the approximately 1,300 - acre property known as the Montclair Planned Unit Development (PUD), previously known as the El Dorado PUD. The subject site is located on the east side of National Parks Highway between Derrick Road and the south line of Township 23S Range 26E Section 14, east of the Cavern City Air Terminal.

Project History

In May 2014, the City of Carlsbad City Council approved the annexation, the Concept Plan, and the establishment of the PUD zoning for the subject site. This Concept Plan revises the previously approved Concept Plan. The final approval of the annexation is subject to approval of a Final PUD and a Development Agreement.

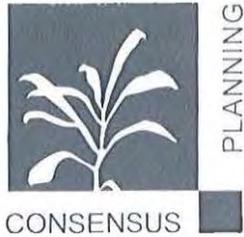
Project Need

Carlsbad is a growing and thriving community, and the mix of land uses in the revised Concept Plan are designed to better meet the needs of the Carlsbad market place. As oil and gas activity increases, the proposed industrial and business park uses provide a significant opportunity for Carlsbad to continue to build and strengthen its role as a hub of oil and gas and other extractive industries, as well as space to diversify its economy, while increasing employment.

The proposed mix of residential uses reflects the diverse housing needs of Carlsbad. According to the City of Carlsbad Housing Analysis and Strategic Plan Update (2015), Carlsbad needs at least 600 new homes, and 1,650 new multifamily units. The plan also shows that there is a need for both for-sale and rental housing, at both market rate and workforce levels. A water use and census study by the Carlsbad Department of Development puts the Greater Carlsbad area population at approximately 70,000. According to the US Census, between 2000 and 2014, the portion of the population in Eddy County (of which Carlsbad is 50% of the population, according to the US Census) that grew the fastest was the 60 to 64 years cohort, which increased 75.3%. With an aging population and Carlsbad's recognition as an Age Friendly Community (by the World Health

PRINCIPALS

James K. Stogler, AICP
Christopher J. Green, PLA,
ASLA, LEED AP
Jacqueline Fishman, AICP
Liatrice Firon, PLA, ASLA



Organization), Carlsbad has a significant need for senior housing at all levels of care. The proposed Age-Restricted Housing will address a range of needs from Independent Living through to Memory Care, per the AARP's Continuing Care Retirement Communities model.

The proposed commercial development increases employment while also providing more retail, restaurant, and service opportunities that serve the Carlsbad community, as well as development that serves the many tourists that travel to and through Carlsbad.

Policy Support

The revised Concept Plan shows a mix of land uses that reflect the needs of the Carlsbad market, and are supported by City of Carlsbad adopted plans and policies, including the City of Carlsbad Housing Analysis and Strategic Plan Update (September 2015), the Greater Carlsbad Comprehensive Plan: Strategy 2030 (2012), and the City of Carlsbad Long Term Plan (2012). All of these plans emphasize the importance of economic diversity and development in Carlsbad, and the significant housing need.

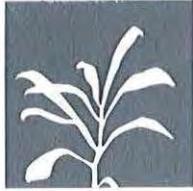
Revised Concept Plan

The Concept Plan shows general land use categories and a proposed roadway network, with access points and connectivity to existing roadways.

The Concept Plan proposes 306.8 acres of industrial development and 88.3 acres of business park. The industrial and business park development is primarily located in the northern portion of the plan area. The location of these uses in the northern portion of the plan area seeks to take advantage of the proximity to the airport, the other industrial activity close to the airport and the traffic along Derrick Road. This area could potentially include a truck stop, though specific uses would be addressed in the Final PUD.

The Concept Plan proposes 702.2 acres of residential development. The residential development is primarily single family, but also includes multifamily, Age-Restricted, and RV Parking. The Concept Plan also includes locations for a school and larger parks within the plan area. Smaller pocket and neighborhood parks will be part of the finer grained detail of future residential subdivisions. The Concept Plan shows a potential City park and open space located along National Parks Highway. This land is currently owned by the City of Carlsbad, and due to its location in relation to the Cavern City Airport runway, potential developed uses for the property are limited, making a park and open space logical uses.

The Concept Plan proposes 82.4 acres of commercial development. The proposed commercial development includes a 25-acre Entertainment area and a mixed use 15-acre Town Center area.



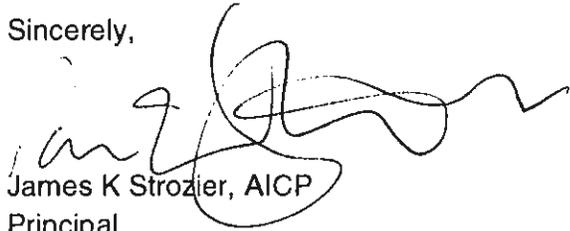
Community Engagement

On October 6th, the project team held a community meeting. The meeting was well attended. At the community meeting, three different land use concepts were presented to the community and feedback was received on the concepts. The revised Concept Plan is an amalgamation of those concepts and incorporates the feedback we received. The proposed concepts were well received, and the project team was also able to address general questions on intent, timing, traffic impacts, and potential uses.

Conclusion

On behalf of Hermes Development NM, LLC the project team (LBG Development, Consensus Planning, and Souder Millers & Associates) respectfully requests that the Planning & Zoning Commission approve the request for this Concept Plan for the Montclair Planned Unit Development. Thank you for your consideration.

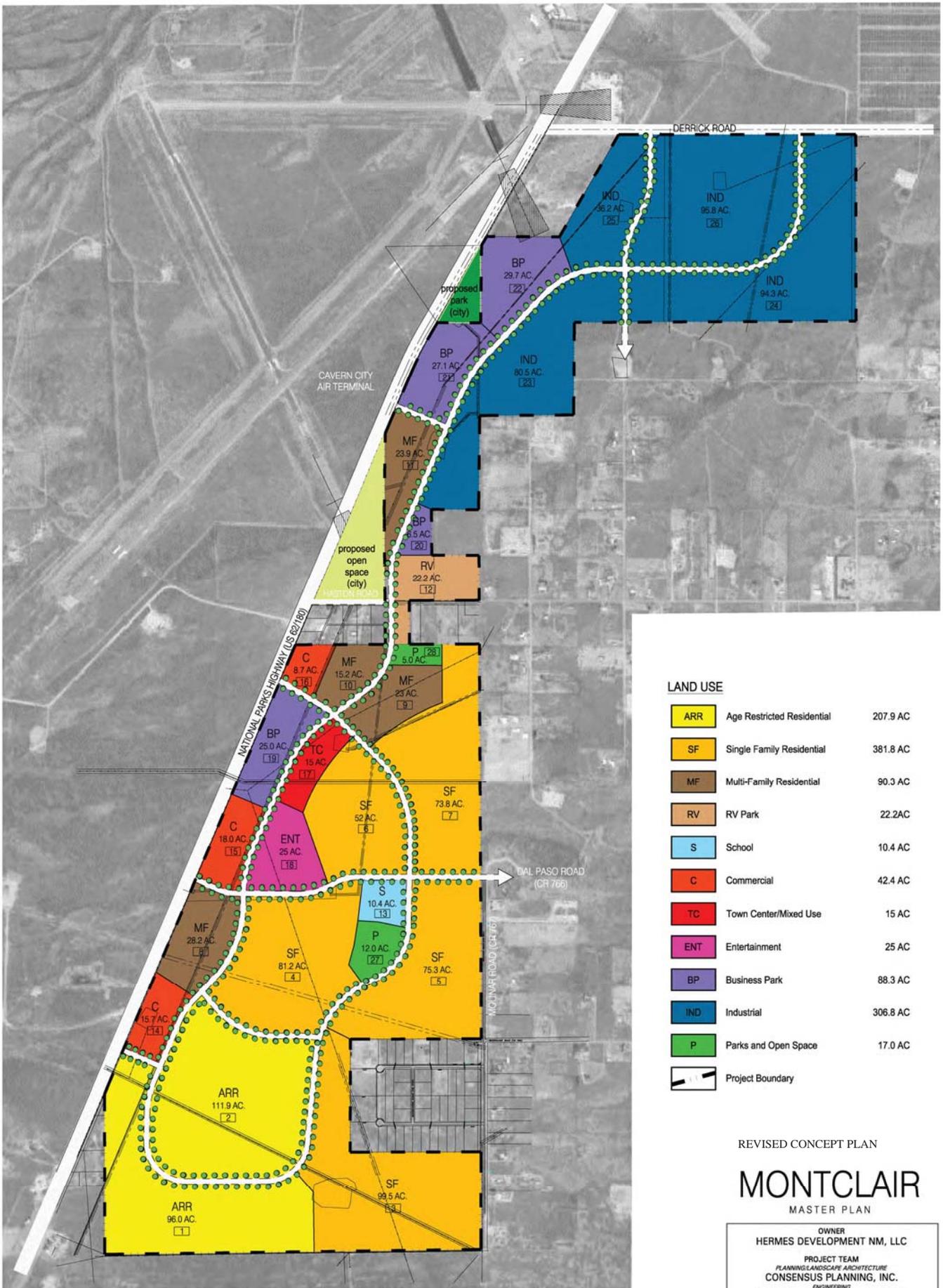
Sincerely,



James K Strozier, AICP
Principal

c: Gary Lane, AICP, Principal, LBG Development
Paul Pompeo, P.E., Senior Engineer, Souder, Miller & Associates

Attachment: Montclair Planned Unit Development Preferred Alternative Land Use Concept Plan



LAND USE

ARR	Age Restricted Residential	207.9 AC
SF	Single Family Residential	381.8 AC
MF	Multi-Family Residential	90.3 AC
RV	RV Park	22.2 AC
S	School	10.4 AC
C	Commercial	42.4 AC
TC	Town Center/Mixed Use	15 AC
ENT	Entertainment	25 AC
BP	Business Park	88.3 AC
IND	Industrial	306.8 AC
P	Parks and Open Space	17.0 AC
Project Boundary		

REVISED CONCEPT PLAN

MONTCLAIR

MASTER PLAN

OWNER
HERMES DEVELOPMENT NM, LLC

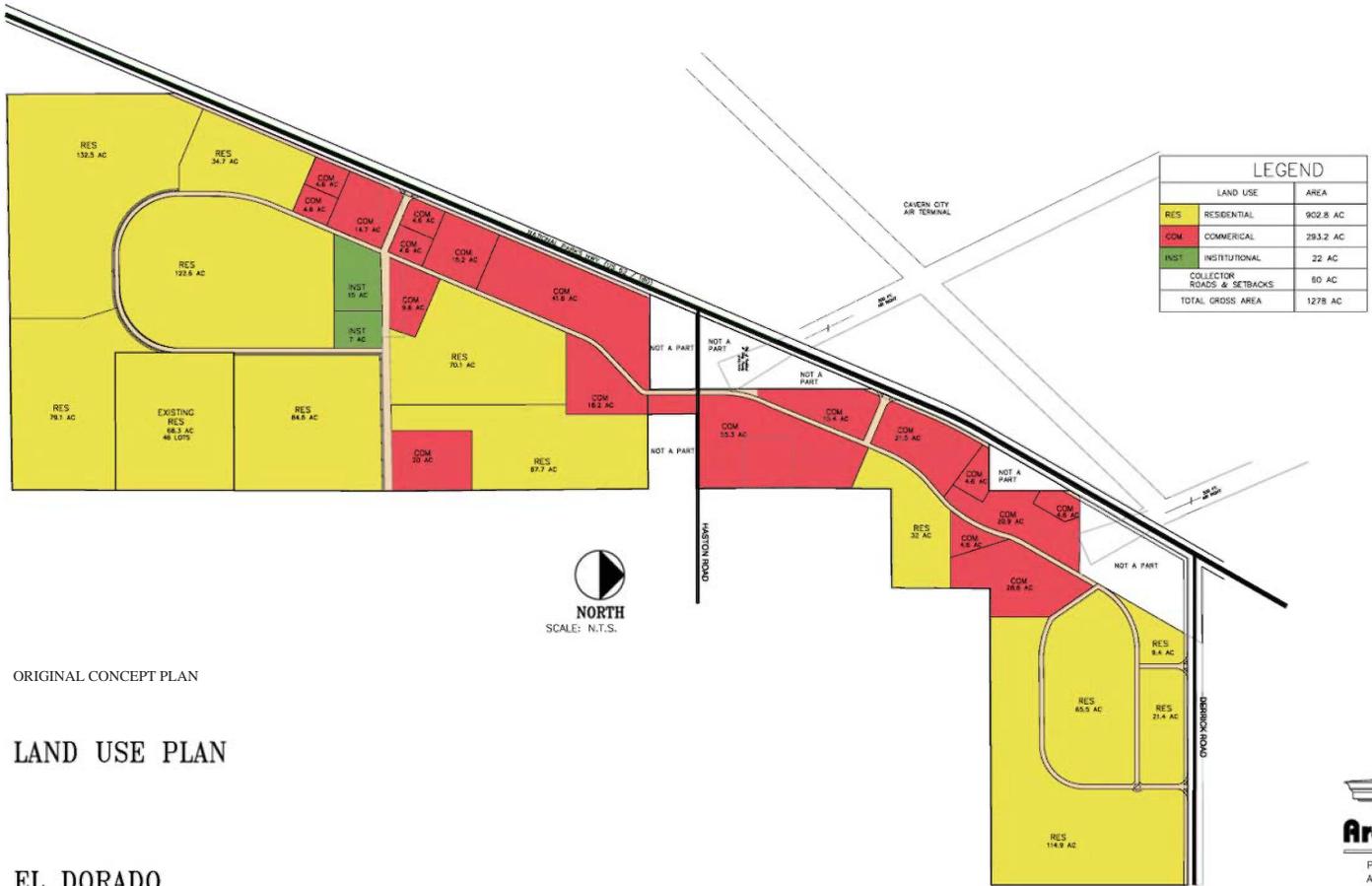
PROJECT TEAM
PLANNING/LANDSCAPE ARCHITECTURE
CONSENSUS PLANNING, INC.
ENGINEERING
SOUDER, MILLER & ASSOCIATES

PREFERRED ALTERNATIVE LAND USE CONCEPT



SCALE: 1" = 500'

OCTOBER
2016



ORIGINAL CONCEPT PLAN

LAND USE PLAN

EL DORADO
A MASTER PLANNED COMMUNITY



Job Number: 33-04P
Date: REV. 03/01/14

Council Committee Reports

Adjourn

ECONOMIC INDICATORS
Planning, Engineering, & Regulation Department
OCTOBER 2016

NEW BUSINESS REGISTRATIONS			
MONTH	15-16 FISCAL YEAR	16-17 FISCAL YEAR	% CHANGE
July	35	21	-40%
August	31	37	+19%
September	34	42	+24%
October	25	25	0%
November	27		
December	17		
January	31		
February	47		
March	39		
April	23		
May	27		
June	37		
Year to Date	373	125	

NUMBER OF BUILDING PERMITS			
MONTH	15-16 FISCAL YEAR	16-17 FISCAL YEAR	% CHANGE
July	370	184	-50%
August	264	178	-33%
September	319	142	-55%
October	205	192	-6%
November	178		
December	132		
January	162		
February	198		
March	213		
April	208		
May	174		
June	265		
Year to Date	2,688	696	

VALUATION OF BUILDING PERMITS			
MONTH	15-16 FISCAL YEAR	16-17 FISCAL YEAR	% CHANGE
July	\$ 3,089,789	2,857,379	-8%
August	11,956,107	1,502,690	-87%
September	3,851,413	1,967,577	-49%
October	2,603,480	4,787,546	+84%
November	2,543,927		
December	3,171,532		
January	1,830,155		
February	3,819,281		
March	5,512,197		
April	1,656,627		
May	1,968,906		
June	4,518,851		
Year to Date	\$46,522,265	11,115,192	