



A G E N D A

Carlsbad City Council Regular Meeting
Janell Whitlock Municipal Complex
114 S. Halagueno Street
Carlsbad, New Mexico

July 12, 2022 at 6:00 p.m.

Invocation – Pledge of Allegiance

1. Approval of Agenda
2. Routine and Regular Business

All matters under this heading are considered routine by the City Council and will be acted upon in one motion. There will be no separate discussion of these items. If discussion is desired on a particular item, upon request, that item may be removed from the Routine and Regular Business and be considered separately.

- A. **Minutes of the Regular City Council Meeting held on June 28, 2022**
- B. **City Personnel Report**
- C. **Purchasing**
 - 1) Consider Approval to Advertise Invitation to Bid for the reconstruction of a Runway at the Cavern City Air Terminal
- D. **Contracts and Agreements**
 - 1) Consider Approval of Agreement between the City of Carlsbad and NM Department of Finance for an E911 Grant Agreement for the 911 Telephone Emergency System at the Carlsbad Police Department
 - 2) Consider Approval of Agreement between the City of Carlsbad and Garden Mart Inc. for Grounds Keeping and Maintenance Services of City Wide Landscapes, Medians, Gateways and Properties
- E. **Monthly Reports**
 - 1) Human Resources Department June 2022
 - 2) Municipal Court Department June 2022
 - 3) Transportation and Facilities Department June 2022
- F. **Board Appointments**
 - 1) Planning & Zoning Commission reappoint James McCormick, two-year term, reappoint Brad Nesser, two-year term, reappoint Trent Cornum two-year term
 - 2) Walter Gerrells Performing Arts & Exhibitions Center Advisory Board reappoint Danita McCormick, four-year term, appoint Kat Davis, four-year term, appoint Elizabeth Jackson, four-year term
 - 3) Carlsbad Library Board of Trustees reappoint Veronica Barnhart, four-year term, reappoint Deborah Beard, four-year term, appoint Mike Campos, four-year term, appoint Connie Tate, remainder four-year term

3. Consider Approval of Temporary Use Application to allow mobile sales (vending) on City property at the Ray Anaya San Jose Park located at 300 Diaz by House of Grub
Applicant: Patrick Renfro, Owner
4. Consider Approval of Temporary Use Application to allow mobile sales (vending) on City property at the Carlsbad Beach Park located at 814 E Riverside Drive by Taqueria Rosa's
Applicant: Rosalva Ortiz, Owner
5. Consider Approval of Temporary Use Application to allow mobile sales (vending) on City property at the Carlsbad Beach Park located at 814 E Riverside Drive by The Frozen Cactus
Applicant: Dustin Bratcher, Owner
6. Consider Approval of Ordinance 2022-07, an Ordinance rezoning part of "R-2" Residential 2 District to "C-1" Commercial 1 District for an approximately 0.34 acre property located at 512 W Hagerman Street Applicant: Chelsie Young
 - A. Public Hearing
 - B. Approval of Ordinance
7. Consider Approval of Resolution 2022-29, a Resolution stating the requirements for Notice of Public Meetings of the Governing Body, Boards, Commissions, Committee, Agencies, Authorities, or other Policymaking bodies of the City of Carlsbad
8. Consider Approval of Resolution 2022-30, a Resolution requiring the removal of the weeds at 1019 N Mesa Owner: C. Emmett Brown, c/o Billie and Maxine Horton
9. Consider Approval of Resolution 2022-31, a Resolution requiring the removal of the ruins, rubbish, wreckage, debris and weeds at 816 Lobo Lane Owners: Danny Lilly and Darlene Lilly
10. Consider Approval of Resolution 2022-32, a Resolution requiring the removal of the ruined, damaged or dilapidated buildings or structure, ruins, rubbish, wreckage, weeds and debris at 910 Alvarado Owners: Tomas D. Martinez Estate and Kristine Martinez
11. Council Committee Reports
12. 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 during normal and regular business hours.

CARLSBAD CITY COUNCIL MEETING SCHEDULE

- Regular Meeting - Tuesday, July 26, 2022 at 6:00 p.m.
- Regular Meeting - Tuesday, August 9, 2022 at 6:00 p.m.

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

**LINKED MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE
CITY OF CARLSBAD, NEW MEXICO, HELD IN THE JANELL WHITLOCK
MUNICIPAL COMPLEX BUILDING ON JUNE 28, 2022 AT 6:00 P.M.**

Present:	Dale Janway	Mayor
	Lisa A. Anaya Flores	Councilor <i>via telephone</i>
	Edward T. Rodriguez	Councilor
	Jason O. Chavez	Councilor
	Judith E. Waters	Councilor
	Wesley A. Carter	Councilor
	Mark C. Walterscheid	Councilor
	Jeff Forrest	Councilor
	Karla Niemeier	Councilor
Absent:		
Also Present:	John Lowe	City Administrator
	K.C. Cass	Deputy City Administrator
	Ted Cordova	Deputy City Administrator
	JoAnne Jaure	Deputy City Clerk
	Angie Barrios-Testa	Director of Municipal Services
	Wayne Hatfield	IT Director
	Brent Griffith	IT Technician
	Melissa Salcido	Finance Director
	Richard Lopez	Fire Chief
	Jeff Patterson	Planning Director
	Shane Skinner	Police Chief
	Patrick Cass	Public Works Director
	Lenin Leos	Pecos Valley Drug Task Force
	Danny Fletcher	Holtec International

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

0:00:08 **Call Meeting to Order**

0:00:10 Invocation - Pledge of Allegiance

0:00:45 **Mayor Janway introduced Commander Lenin Leos of the Pecos Valley Drug Task Force.**

Commander. Leos gave statistics and showed photos of drug seizures. He said the canine program is very helpful with the seizures. He said fentanyl sells for about ten dollars a pill here in Carlsbad and in Arizona they are as cheap as one dollar per pill, according to a suspect he had interviewed. He said heroin seizures are down and

fentanyl seizures are up, due to fentanyl being cheaper than heroin and fentanyl is a better high. He talked about cases and arrests, he said not all cases lead to an arrest.

Councilor Walterscheid asked if the canines can smell through plastic bags. **Commander Leos** said yes the canines can smell through plastic bags.

Councilor Walterscheid asked why these drugs are not being stopped at the border, he asked if the border patrol have canines. **Commander Leos** explained the border patrol agents are busy with bodies. He said the cartels will dump bodies in one location and send the drugs through another location.

Councilor Forrest told Commander Leos he's doing a great job. He asked if schools are being affected by the fentanyl. **Commander Leos** said there might be marijuana in the schools, although he has not heard of fentanyl being found in the schools.

Councilor Rodriguez asked about the rate of prosecutions according to his statistics. **Commander Leos** explained for federal prosecution the number is about twenty percent. He said the feds will take it all the way until the offender is put in prison. He said with the 2015 amendment to the New Mexico Constitution, offenders can sign a document promising to not sell drugs again and they are released from custody. He said Carlsbad has a bad drug problem.

Councilor Chavez asked if it is the locals or transients that are using the drugs. **Commander Leos** said the locals are using the drugs.

Commander Leos talked about females from Carlsbad called bunnies that do body carry, they will body carry up to 1,000 fentanyl pills, called a boat. He said the females go to Mexico and body carry the drugs back to Carlsbad.

Councilor Chavez asked if the seizure amounts this year will surpass the previous years. **Commander Leos** said the task force would like to surpass 100 pounds this year.

Councilor Chavez asked about qualified immunity that was removed by the Governor from police officers, has it affected the agents. **Commander Leos** said it affects them all mentally. He said Carlsbad and Eddy County have shown their support for the task force and he feels safe with the backing by the community. He said the police in Albuquerque do not have the support of their community and do not feel safe.

Councilor Walterscheid thanked Commander Leos for everything he does.

Commander Leos explained the Pecos Valley Drug Task Force is High Intensity Drug Trafficking Areas Program (HIDTA) funded. He said our task force have been recognized nationally. He said the task force is competing with bigger places in the country. He said the HIDTA program is working for the smaller communities.

0:24:01 **1. APPROVAL OF AGENDA**

0:24:05 **MOTION**

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

0:24:08 **VOTE**

The vote was as follows: Yes - Niemeier, Walterscheid, Anaya-Flores, Chavez, Waters, Carter, Rodriguez, Forrest; No - None; Absent - None; the motion carried.

0:24:25 **2. CITY OF CARLSBAD FINANCIAL MAY 2022**

Mrs. Salcido reviewed the revenues and expenditures as of May 2022 for the General Fund contained within the City Budget.

0:25:58 **3. ROUTINE AND REGULAR BUSINESS**

- A. Minutes of the Regular City Council Meeting held on June 14, 2022
- B. City Personnel Report
- C. Purchasing
 - 1) Consider Approval to Award Bid 2022-05 to Advanced Pest and Weed Management for Pest Control Services for City Facilities
 - 2) Consider Approval to Award Bid 2022-08 to Peterson's Water Treatment Co. for Water Treatment Services for various City Facilities
- D. Contracts and Agreements
 - 1) Consider Approval of Agreement between the City of Carlsbad and Strategies 360 (S360) to provide Professional Lobbying Services in New Mexico for FY 2022-23
 - 2) Consider Approval of Agreement between the City of Carlsbad and Carlsbad Municipal Schools for Various Services for FY 2022-23
 - 3) Consider Approval of Agreement between the City of Carlsbad, Eddy County and New Mexico Department of Transportation for NM 200/SE Loop Safety Improvements Project
 - 4) Consider Approval of Memorandum of Understanding between the City of Carlsbad and Eddy County for the DWI Program for Reporting and Tracking DWI Offender Data
 - 5) Consider Approval of Memorandum of Understanding between the City of Carlsbad and the New Mexico Attorney General's Office Internet Crimes Against Children Task Force for the Carlsbad Police Department participation in ICAC Task Force
- E. Monthly Reports
 - 1) Community Development Department May 2022
 - 2) Municipal Services Department May 2022
 - 3) Transportation and Facilities Department May 2022
 - 4) Utilities Department May 2022

0:26:24 **Mayor Janway asked Mr. Lowe to discuss D.3 Consider Approval of Agreement between the City of Carlsbad, Eddy County and New Mexico Department of Transportation for NM 200/SE Loop Safety Improvements Project**

Mr. Lowe explained this agreement is for the New Mexico Department of Transportation to install traffic signalization at the Intersection of US 62/180 (Greene Street) and NM 200 (George Shoup Relief Route). He said the City of Carlsbad has agreed to pay for the cost of electrical service and for the maintenance of the new traffic signal and Eddy County in turn has agreed to pay for the two-thirds share of the cost of the signal with the New Mexico Department of Transportation paying one-third of the cost.

Councilor Walterscheid asked if these lights will be the newest on the market and if they are able to be synchronized. **Mr. Lowe** said these will be the newest version and there will be no other traffic lights to synchronize it to.

0:27:40 **MOTION**

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

0:27:45 **VOTE**

The vote was as follows: Yes - Niemeier, Walterscheid, Anaya-Flores, Chavez, Waters, Carter, Rodriguez, Forrest; No - None; Absent - None; the motion carried.

0:28:02 **4. CONSIDER APPROVAL OF ANNUAL CITY LIQUOR LICENSES**

Mr. Lowe explained State Statute requires the Governing Body to annually renew all City Liquor Licenses once the payment of a \$250.00 fee and proof of a State Issued Liquor License.

Councilor Walterscheid asked if the cannabis licenses will be renewed with the liquor licenses. **Mr. Lowe** explained the cannabis licenses are a separate item on the agenda.

0:28:45 **MOTION**

The motion was made by Councilor Chavez and seconded by Councilor Forrest to approve the Annual City Liquor License Renewals.

0:28:50 **VOTE**

The vote was as follows: Yes - Niemeier, Walterscheid, Anaya-Flores, Chavez, Waters, Carter, Rodriguez, Forrest; No - None; Absent - None; the motion carried.

0:29:04 **5. CONSIDER APPROVAL OF ANNUAL CITY CANNABIS LICENSE NEW AND RENEWALS**

Mr. Lowe explained State Statute requires the Governing Body to annually renew all City Cannabis Licenses once the payment of a \$250.00 fee and proof of a State Issued Cannabis License.

Councilor Forrest mentioned the cannabis businesses have not been open for a year, only a couple of months.

0:29:49 **MOTION**

The motion was made by Councilor Forrest and seconded by Councilor Walterscheid to approve Annual City Cannabis License New and Renewals.

0:29:56 **VOTE**

The vote was as follows: Yes - Niemeier, Walterscheid, Anaya-Flores, Chavez, Waters, Carter, Rodriguez, Forrest; No - None; Absent - None; the motion carried.

0:30:09 **6. CONSIDER APPROVAL OF RESOLUTION 2022-28, A RESOLUTION AUTHORIZING THE CITY OF CARLSBAD'S PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) FOR PAVEMENT REHABILITATION ON PATE STREET AND SIXTH STREET**

Mr. K.C. Cass explained this request is for the acceptance of \$80,000.00 for the rehabilitation of Pate Street and Sixth Street funding from the NMDOT Municipal Arterial Program Project Grant Fund for FY 2023. He said this Total Project Cost is \$80,000 and the State share is 75% (\$60,000) and the City share is 25% (\$20,000).

Councilor Chavez asked if this is only for roads or sidewalks too. **Mr. Cass** said this is for roads only.

Councilor Walterscheid asked if this is slurry seal. **Mr. Cass** said yes, it will be slurry seal, micro sealed.

0:31:56 **MOTION**

The motion was made by Councilor Rodriguez and seconded by Councilor Carter to approve Resolution 2022-28, a Resolution authorizing the City of Carlsbad's participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation for Pavement Rehabilitation on Pate Street and Sixth Street

0:31:59 **VOTE**

The vote was as follows: Yes - Niemeier, Walterscheid, Anaya-Flores, Chavez, Waters, Carter, Rodriguez, Forrest; No - None; Absent - None; the motion carried.

0:32:14 **7. COUNCIL COMMITTEE REPORTS**

There were none.

0:32:27 **Mayor Janway asked if anyone in the audience would like to address the Council.**

0:32:31 **Mr. Danny Fletcher** with Holtec International said the Nuclear Regulatory Commission (NRC) licensed processed for interim storage facility for spent nuclear fuel is nearing completion. He said Eddy-Lea Energy Alliance (ELEA) started the licensing process in 2017, and are near a final decision on the license NRC process for the storage facility. He said the process has been rigorous, thorough and transparent. He said the NRC has informed Holtec the final environmental impact statement will be published by the end of July 2022. He said the final EIS was investigated and written by an independent expert that were commissioned by the NRC. He said Holtec and ELEA are expecting the report to demonstrate the proposed facility will not harm New Mexico's thriving oil and gas industry. He said the report will also show the Holtec Project will not affect the ranching and agriculture in southeast New Mexico. He said the NRC will also issue the final safety evaluation report (SER) by January 2023. He said the decision on the license would happen about 30 days later. He said once licensed, the facility could be operational as soon as late 2024. He said this project is a \$3B capital project with the majority of the money being spent here in New Mexico. He said a manufacturing facility will be built in New Mexico, a location has not been decided on. He said with the two projects there will be over 350 well paying jobs.

Councilor Walterscheid asked if the opening date of 2024 has to do with that being an election year. **Mr. Fletcher** said if everything goes as planned it would be at the end of 2024.

Councilor Walterscheid asked if the State of New Mexico is against this facility. **Mr. Fletcher** said some people in northern New Mexico, do not want to see this here. **Mr. Fletcher** said the Attorney General already taken the NRC to court and the state lost.

Mr. Fletcher invited everyone to come out to the 4th of July festivities.

0:41:05 **8. ADJOURN**

0:41:08 **MOTION**

The motion was made by Councilor Anaya-Flores and seconded by Councilor Waters to Adjourn.

0:41:18 **VOTE**

The vote was as follows: Yes - Niemeier, Walterscheid, Anaya-Flores, Chavez, Waters, Carter, Rodriguez, Forrest; No - None; Absent - None; the motion carried.

0:41:35 **Adjourn**

There being no further business, the meeting was adjourned at 6:41 p.m.

Dale Janway, Mayor

ATTEST:

Nadine Mireles, City Clerk

DRAFT

CITY OF CARLSBAD
PERSONNEL REPORT

July 12, 2022

APPOINTMENTS:

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
Theodore Barela	07/13/22	Police	Telecommunicator, uncertified
RaeAnn Carrasco	07/13/22	Water Park	Recreation Attendant
Kynzie Dominguez	07/13/22	Police	BPA Intern
Bianca Gutierrez	07/13/22	Police	Telecommunicator, uncertified
James Haught	07/13/22	Police	Patrolman, certified
Violeta Merino	07/13/22	Facility Maintenance	Custodian
Zoe Montoya	07/13/22	Executive	ECHS Intern
Justin Pyeatt	07/13/22	Police	BPA Intern

TERMINATIONS:

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>	<u>REASON</u>
Amelia Ananins	06/11/22	Solid Waste	KCB Intern	Job Ended
Emily Dorado	07/02/22	Water Park	Recreation Attendant	Resigned
Sierra Gomez	06/24/22	Police	BPA Intern	Resigned
Wyatt Graves	06/30/22	Library	BPA Intern	Job Ended
Jeffrey Lara	07/04/22	Water Park	Lifeguard	Resigned
Alexia Long	06/29/22	Executive	BPA Intern	Job Ended
Bobby Sims	06/27/22	Solid Waste	ARC Driver	Declined job offer

INTERNAL TRANSFERS AND PROMOTIONS:

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
None			

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

John Lowe, City Administrator

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

FROM: Chief Shane Skinner [Signature] #4137

SUBJECT: Recommendation for Employment

DATE: 06/27/2022 06/27/2022

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: Theodore Barela Jr. Classification/Position: Telecommunicator
Department: Police

- Regular Full-time Hourly \$22.81 per hour
Seasonal Part-time Salary \$ per annum
Temporary On call

Education Level:

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

Employment:

Present or last Employer: FLETC
From August 2021 to Current Classification: Dispatcher
Duties: Generate Reports, Dispatch Officers, Answer Phones.

Related Experience: Dispatcher at Kirkland Airforce Base for military police and fire.

Comments:

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

John Lowe, City Administrator

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

FROM: Ted Cordova, Director of Community Development

Ted Cordova

Digitally signed by Ted Cordova
DN: cn=Ted Cordova, o=City of Carlsbad, ou=Community Development, email=tcordova@cityofcarlsbadnm.com, c=US
Date: 2022.06.30 12:42:15 -0800

SUBJECT: Recommendation for Employment

DATE: June 30, 20220

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: RaeAnn Carrasco Classification/Position: Recreation Attendant

Department: Water Park

- Regular, Seasonal, Temporary, Full-time, Part-time, On call, Hourly \$12.00 per hour, Salary per annum

Education Level:

- High School Diploma, GED or equivalent, Associates Degree, Bachelors Degree, Masters Degree, Other: Currently a Carlsbad High School Student

Employment:

Present or last Employer: N/A

From to Classification:

Duties:

Related Experience:

Comments: Ms. Carrasco will be a great addition to the Water Park staff.

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

John Lowe, City Administrator

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

FROM: Chief Shane Skinner  #A137

SUBJECT: Recommendation for Employment

DATE: June 28, 2022 06/28/2022

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: Kynzie Dominguez

Classification/Position: BPA Intern

Department: Police

- Regular Full-time Hourly \$ 12.00 per hour
- Seasonal Part-time Salary \$ _____ per annum
- Temporary On call

Education Level:

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

Employment:

Present or last Employer: All American Cleaners

From 03/22 to 05/22 Classification: Laundry Attendant

Duties: _____

Related Experience: _____

Comments: _____

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

John Lowe, City Administrator

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

FROM: Chief Skinner [Signature]

SUBJECT: Recommendation for Employment

DATE: 7/5/2022 07/05/2022

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: Bianca Gutierrez Classification/Position: Uncertified Telecommunicator
Department: Police

- Regular Full-time Hourly \$22.81 per hour
Seasonal Part-time Salary per annum
Temporary On call

Education Level:

- High School Diploma GED or equivalent
Associates Degree
Bachelors Degree
Masters Degree
Other 82 college credit hours at NMSU-C

Employment:

Present or last Employer: La Tienda Pharmacy
From 07/2017 to 07/2018 Classification: Cashier
Duties: File, retrieve and process patient medications. Answer phone calls.

Related Experience:

Comments:

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

John Lowe, City Administrator

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

FROM: Ted Cordova, Deputy City Administrator

Ted Cordova

Digitally signed by Ted Cordova
DN: cn=Ted Cordova, o=City of Carlsbad, ou=Community Development, email=tcordova@cityofcarlsbadnm.com, c=US
Date: 2022.07.01 15:37:33 -0500

SUBJECT: Recommendation for Employment

DATE: July 1, 2022

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: Violeta Merino Classification/Position: Custodian
Department: Facility Maintenance

- Regular Full-time Hourly \$17.91 per hour
Seasonal Part-time Salary \$ per annum
Temporary On call

Education Level:

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

Employment:

Present or last Employer: Cowperwood
From August 2019 to Present Classification: Housekeeper
Duties: Cleaning and maintenance of office building.

Related Experience: Ms. Merino has cleaning and maintenance experience.

Comments: Ms. Merino will be an asset to Facility Maintenance staff.

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

John Lowe, City Administrator

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

FROM: Cheyenne Methola

SUBJECT: Recommendation for Employment

Cheyenne Methola

DATE: July 1st, 2022

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: Zoe A. Montoya Classification/Position: ECHS Intern

Department: Executive

- Regular Full-time Hourly \$12.00 per hour
Seasonal Part-time Salary per annum
Temporary On call

Education Level:

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

Employment:

Present or last Employer: Early College High School Student
From Present Classification:
Duties:

Related Experience: Computer Skills, answering phones, copier experience, filing forms, writing skills and working the yearly events with the Mayor's office.

Comments: Zoe Montoya will be an asset to the department with learning the office procedures.

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

John Lowe, City Administrator

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

FROM: Chief Shane Skinner  #A157

SUBJECT: Recommendation for Employment

DATE: June 28, 2022 06/28/2022

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: Justin Pyeatt Classification/Position: BPA Intern
Department: Police

- Regular Full-time Hourly \$ 12.00 per hour
- Seasonal Part-time Salary \$ _____ per annum
- Temporary On call

Education Level:

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

Employment:

Present or last Employer: Starbucks
From 01/22 to Present Classification: Barista

Duties: _____

Related Experience: _____

Comments: _____

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 07/12/2022

DEPARTMENT: Carlsbad Police Department	By:  Shane Skinner – Chief of Police	DATE: 06/30/2022
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SUBJECT: FY 2022-2023 E911 Grant Agreement – Seeking approval for grant acceptance for state awarded funds from the New Mexico Department of Finance and Administration

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

This Grant Agreement is with the NM Department of Finance and Administration, Local Government Division for the Enhanced 911 Act. The 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number to achieve a faster response time which minimizes the loss of life and property. The State Board of Finance awarded the City of Carlsbad \$141,750.00 for the FY 2022-2023.

DEPARTMENT RECOMMENDATION: I recommend the City of Carlsbad approve grant acceptance.

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/John Lowe **Date:** 07/07/2022

ATTACHMENT(S): Grant Agreement

MICHELLE LUJAN GRISHAM
GOVERNOR



DEBORAH K. ROMERO
CABINET SECRETARY

DONNIE J. QUINTANA
DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

June 22, 2022

Katy Prell
Dispatch Commander, Carlsbad Police Department
602 W. Mermod
Carlsbad, NM 88220

Subject: Fiscal Year 2023 E-911 Grant Agreement

Dear: Ms. Prell,

Attached is the City of Carlsbad's fiscal year 2023 (FY23) E-911 Grant Agreement. This Grant Agreement reflects the City of Carlsbad's approved budget by the State Board of Finance for FY23. As the official Grantee representative responsible for the overall supervision of this grant agreement, please route the attached grant agreement for approval by your fiscal agent and signature by an Authorized Signatory.

Grant Agreements will be e-signed and executed via DocuSign. Please provide the email address for the identified authorized signatory for the fiscal agent and an envelope will be sent via DocuSign for their signature.

After the Local Government Division (LGD) signs the grant agreement, we will provide the fully executed grant agreement to you for your records. Once the grant agreement is fully executed, LGD can begin making payments for FY23 expenses.

If you have any questions regarding this matter, please call John Myrick at (505) 231-3052 or Stephen Weinkauf at 505-660-3637.

Sincerely,

Stephen Weinkauf, E-911 Bureau Chief
Local Government Division

Attachment: FY23 E-911 Grant Agreement

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
ENHANCED 911 ACT GRANT PROGRAM

GRANT AGREEMENT

Project No. 23-E-28

THIS GRANT AGREEMENT made and entered into by and between the Department of Finance and Administration (DFA) acting through the Local Government Division, Bataan Memorial Building, Suite 202, Santa Fe, New Mexico 87501, hereinafter called the “**Division**”, and the **City of Carlsbad**, hereinafter called the “**Grantee**”, and collectively referred to as the “**Parties**”.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the DFA, acting through the Division, and the Grantee, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 *et seq.* NMSA 1978, (hereinafter referred to as the “**Act**”) as amended, and the Enhanced 911 Rules, Section 10.6.2 NMAC (hereinafter referred to as the “**Enhanced 911 Requirements**” or “**E-911 Rules.**”); and

WHEREAS, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life and property, provides automatic routing to the appropriate public safety answering point (“**PSAP**”), provides immediate visual display of the location and telephone number of the caller and curtails abuse of the emergency system by documenting callers; and

WHEREAS, this Grant Agreement funds the **Public Safety Answering Points (PSAPs)** at the **City of Carlsbad**, which also provides **E-911 related services** to **City of Carlsbad**, as well as **E-911 related reimbursements for travel, training, and Geographic Information Systems (GIS) software and hardware**; and

WHEREAS, the Grantee and the Division have the authority, pursuant to the Act, NMSA 1978, Sections 63-9D-1 *et seq.*, and the E-911 Rules, to enter into this Grant Agreement; and

WHEREAS, the Grantee complies with the definition of “**Grantee**” in Section 10.6.2.7(HH) NMAC, of the E-911 Rules; and

WHEREAS, the Division has the authority, pursuant to NMSA 1978, Section 63-9D-8, to administer the Enhanced 911 fund; and

WHEREAS, on **June 21, 2022**, the State Board of Finance awarded the Grantee **\$141,750.00** for enhanced 911 services and equipment.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I - LENGTH OF GRANT AGREEMENT

A. Unless terminated earlier pursuant to Article IV herein, the term of this Grant Agreement, upon being duly executed by the Division, shall be from **July 1, 2022**, through **June 30, 2023**.

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in

Paragraph A above, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, for the purpose of allowing the Grantee and the Division to review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement and to provide additional time for completing the same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE II – REPORTS

A. **PSAP Annual Report:** No later than June 30th of each year, the Grantee shall submit to the Division a PSAP Annual Report, in the form attached hereto as Exhibit A, as may be changed from time to time upon the Division's written notice to the Grantee. The PSAP Annual Report shall include information described in Section 10.6.2.11.D NMAC, of the E-911 Rules, and any such other information as the Division may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.

B. **Federal 911 Resource Center Report:** No later than January 30th of each year, the Grantee shall submit to the Division a Federal 911 Resource Center Report, in the form attached hereto as Exhibit B, as may be changed from time to time upon the Division's written notice to the Grantee.

ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed **\$141,750.00** from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Expenditure Budget ("Budget"), attached to and incorporated by reference as Exhibit C, and in accordance with Section 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the Budget without the prior written approval of the Division, and the funds shall not be expended for ineligible costs via Section 10.6.2.11(F) NMAC of the E-911 Rules.

B. The funds mentioned in Paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.

C. It is understood and agreed that if any portion of the funds set forth in Paragraph A above is not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied or it has been demonstrated that the conditions of the Grant Agreement, for whatever reason, cannot be satisfied, the unexpended funds shall be reverted by the Division in accordance with the Act and the E-911 Rules.

D. Pursuant to NMSA 1978, Section 63-9D-8, as amended, payments will be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the Division solely for the purpose of reimbursing local governing bodies or their fiscal agents, commercial mobile radio service providers or telecommunications companies for their costs of providing enhanced 911 service.

E. Payments may be made by the Division as follows: 1) on behalf of the Grantee to telecommunications companies, vendors and equipment providers; or 2) reimbursements to

the Grantee for actual costs or expenditures after the Division receives a completed Request for Payment Form, or an invoice certified correct by the Grantee and/or the Division for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the Grantee for equipment, equipment maintenance, and upgrades require prior written approval by the Division to be eligible for reimbursement.

F. Payments will not be made to the Grantee for work, equipment, maintenance or services not specified in this Grant Agreement or in violation of or ineligible under the E-911 Rules.

ARTICLE IV - MODIFICATION, TERMINATION AND MERGER

A. Early Termination. Except as provided in Article IV (D) below, this Grant Agreement may be terminated by either Party upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Grant Agreement, the Division's sole liability upon termination shall be to pay for eligible budget items purchased prior to the Grantee's receipt of the notice of termination, if the Division is the terminating party, or upon the Grantee sending a notice of termination, if the Grantee is the terminating party. A notice of termination will not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant Agreement. The Grantee shall submit an invoice for such eligible budget items within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Grant Agreement may be terminated immediately upon written notice to the Grantee if the Grantee becomes unable to or fails to perform the terms of this Agreement, as determined by the Division or if, during the term of this Grant Agreement, the Grantee or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT AGREEMENT, INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE DIVISION.*

B. Termination Management. Immediately upon receipt by either the Division or the Grantee of a notice of termination of this Grant Agreement, the Grantee shall: 1) not incur any further obligations for expenditure of funds under this Grant Agreement without written approval of the Division; and 2) comply with all directives issued by the Division in the notice of termination as to the performance under this Grant Agreement.

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

D. The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between the Grantee and a third party, by giving the Grantee written notice of such immediate early termination. The Division's decision as to whether sufficient appropriations are available shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or in

part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the termination date or early termination date.

ARTICLE V - CERTIFICATION

The Grantee assures and certifies that it will comply with all state laws, the E-911 Rules, and all other laws, rules, policies and procedures with respect to the acceptance and use of State funds. Further and without limiting the foregoing, the Grantee gives assurances and certifies with respect to the Grant that:

- A. It will comply with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199.
- B. It will adhere to all financial and accounting requirements of the DFA.
- C. It will comply with all requirements set forth in the Act and prescribed by the Division in its E-911 Rules, or other guidelines and procedures in relation to receipt and use of State Enhanced 911 Grant Funds.
- D. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for other than the uses specified, without the prior written approval of the Division.
- E. It will comply with NMSA 1978, Section 63-9D-4D and provide GIS addressing and digital mapping data to the appropriate PSAP and to the Division.
- F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the Division per Section 10.6.2 NMAC. This information will be compliant with the statewide dataset used by the local PSAPs.
- G. It agrees and acknowledges that all GIS data provided to the Division's statewide dataset in support of the E-911 program is public data and shall be shared with other governmental agencies.
- H. It will finance any amount exceeding the approved funding for the 911 equipment costs.
- I. It will not make any changes in the E-911 system configuration without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change(s).
- J. It will provide to the Division documentation of total insurance coverage for all hardware and software and other equipment purchased with E-911 funds. Insurance should, at a minimum, cover non-routine maintenance defects including, but not limited to, all acts of God, floods, fire, lightning strikes and water damage.
- K. It will provide all the necessary qualified personnel, material, and facilities to run the E-911 PSAP.
- L. It will submit all project related contracts, subcontracts, and agreements to the Division for administrative review and approval prior to execution for compliance with the E-911 program requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the Division for review and approval prior to execution.

M. It will comply with the PSAP consolidation requirement pursuant to Section 10.6.2.15 NMAC of the E-911 Rules.

ARTICLE VI - RETENTION OF RECORDS

The Grantee shall keep and preserve such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for a period of six (6) years from the termination of the Grant Agreement, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VII – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

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

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) Grant Agreement. Should the Division or the [insert name of Grantee] terminate the Grant Agreement, the [insert name of Grantee] may terminate this contract by providing the Contractor written notice of the termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the Grantee’s only liability shall be to pay the Contractor for acceptable goods/equipment and/or services delivered and accepted prior to the termination date.”

ARTICLE VIII - REPRESENTATIVES

A. The Grantee hereby designates the person listed below as the official Grantee representative responsible for the overall supervision of this Grant Agreement:

Name: **Katey Prell**
Title: **Commander, Carlsbad Police Department**
Address: **602 W. Mermond
Carlsbad, NM 88220**

Phone: **575-885-2111 ext 2201**
Fax: **575-885-6547**
Email: **kaprell@cityofcarlsbadnm.com**

B. The Division designates the person listed below responsible for the overall administration of this Grant Agreement, including compliance and monitoring of the Grantee:

Name: Stephen Weinkauff, or his successor
Title: E-911 Bureau Chief
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 202
Santa Fe, New Mexico 87501

Phone: 505-827-8060
Fax: 505-827-4948
Email: Stephen.Weinkauff@state.nm.us

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

GRANTEE

Authorized Signatory

Date

(Printed Name)

(Title, Organization)

DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION

By: _____
Donnie Quintana, Local Government Division Director

Date

Section 10.6.2.11 D(8)

Section	PSAP Input
CAD system, include make and model:	
<p>10-digit administrative number: Each PSAP shall maintain at least one 10-digit administrative number. This number shall also be used to receive incoming emergency calls transferred to the PSAP by other PSAPs for certain alternate and default routing arrangements. The preferred way to transfer an emergency call is via one-button transfer via 911 trunk, but the above method can be used for PSAPs that do not have one-button transfers the above mentioned PSAP.</p>	
<p>PSAP insurance provider name, point of contact, and policy numbers as proof of hazard and liability insurance: (add file)</p>	
<p>List Back-up PSAP(s):</p>	
<p>Secondary PSAPs within your county: Note: "a PSAP to which 911 calls are transferred from a primary PSAP." A secondary PSAP does not receive any direct 911 calls. It only received 911 calls as transfers from another PSAP. e.g., Sheriff's office or Tribal agencies you transfer 911 calls to or do not dispatch for.</p>	
<p>Attach any JPA and MOU(s) documenting agreement(s): (add file)</p>	
<p>Upload established procedure to handle calls from speech and hearing-impaired individuals: (add file)</p>	
<p>Upload developed procedures for handling unanswered or silent 911 calls: (add file)</p>	
<p>Number of certified telecommunicators and dispatchers</p>	
<p>Upload Certified Dispatcher roster: (add file)</p>	

Section 10.6.2.11 D(8)

Section	PSAP Input
Is your PSAP Emergency Medical Dispatch certified?	<input type="radio"/> Yes <input type="radio"/> No
Are there plans to purchase, install, or upgrade to a NG911 capable CAD? If so when is the expected upgrade?	
Are there plans to purchase, install, or upgrade to a new Radio System? If so when is the expected upgrade?	
List current MOU(s) in place with neighboring agencies, municipalities, and counties. <ul style="list-style-type: none">▪ MOU(s) for overlapping dispatch jurisdiction.	

Exhibit B

Federal 911 Resource Center Report

Call Types	Annual Total of Calls from January 1 through December 31
Wireline	
Wireless	
Voice over Internet Protocol (VoIP)	
Multiline Telephone System (MLTS)	
Telematics	
Other	
Total of All Call Types	

New Mexico E-911 Program Grant
Local Government Division
Department of Finance and Administration

Exhibit C

Grantee:	City of Carlsbad	Grant Award:	141,750
Address:	602 W. Mermod	Project Number:	23-E-28
	Carlsbad, New Mexico 88220	Grant Period:	July 1, 2022 - June 30, 2023
Telephone:	(575) 885-2111 ext 233		
Number of Funded PSAP Positions:		7	

Budget Line Items	Total Budgeted Amount
Capital	
E-911 Equipment Upgrades	
Firewall and Router Equipment	
Dispatch Software	
Recorder	
UPS/Generator	
Capital Subtotal	-
Recurring Network/Managed Services	
Voice Network	39,443
Data MPLS Network	21,237
Wireless Cost Recovery	-
Recurring Network/Circuit Subtotal	60,680
Recurring Maintenance	
System Maintenance	53,212
Recurring Maintenance Subtotal	53,212
Services/Training	
911 Related Training	9,000
911 Related GIS	4,000
911 Consulting Services	
GIS Consulting Services	12,143
Interpretive Services	315
Minor Equipment	2,400
Services/Training Subtotal	27,858
TOTAL	141,750

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 7/12/2022

DEPARTMENT: Streets	By: K.C. Cass, Deputy City Administrator 	DATE: 7/7/2022											
SUBJECT: Renewal of Agreement between the City of Carlsbad and Garden Mart Inc. for Grounds keeping and Maintenance Services of City Wide Landscapes, Medians, Gateways and Properties.													
<p>BACKGROUND, ANALYSIS AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)</p> <p>The City is requesting to renew the agreement with Garden Mart Inc., for Grounds Keeping and Maintenance Services of City Wide Landscapes, Medians, Gateways and Properties. The Current Agreement will expire on July 14, 2022.</p> <p>This agreement will be for a period of one year, beginning on July 14, 2022 and ending on July 14th, 2023</p> <p>Upon or prior to termination of this agreement, if the City of Carlsbad and Garden Mart Inc., wish to renew this agreement, they may do so for one (1) additional year.</p>													
DEPARTMENT RECOMMENDATION: If it is the pleasure of the City Council, it is recommended the Agreement with Garden Mart be approved													
<p>BOARD/COMMISSION/COMMITTEE ACTION:</p> <table border="0"> <tr> <td><input type="checkbox"/> P & Z</td> <td><input type="checkbox"/> Lodgers Tax Board</td> <td><input type="checkbox"/> Cemetery Board</td> <td rowspan="2">} 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> </tr> <tr> <td><input type="checkbox"/> Library Board</td> <td><input type="checkbox"/> N. Mesa Board</td> <td><input type="checkbox"/> _____ Committee</td> <td>} <input type="checkbox"/> DISAPPROVED</td> </tr> </table>			<input type="checkbox"/> P & Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board	} 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
<input type="checkbox"/> P & Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board	} 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/John Lowe		Date: 07/07/2022											

Attachments: Agreement

**SECOND RENEWAL OF AGREEMENT BETWEEN THE CITY OF CARLSBAD
AND THE GARDEN MART, INC. FOR
GROUNDS KEEPING AND MAINTENANCE SERVICES
OF CITYWIDE LANDSCAPES, MEDIANS, GATEWAYS AND PROPERTIES
FOR ONE YEAR**

THIS SECOND RENEWAL OF AGREEMENT is entered into at Carlsbad, New Mexico, this _____ day of July, 2022, by and between the **CITY OF CARLSBAD**, New Mexico, a municipal corporation, hereinafter referred to as "**City**" and **THE GARDEN MART, INC.**, a New Mexico corporation, hereinafter referred to as "**GMI**".

WHEREAS, there are landscapes, medians, gateways, and properties throughout the City which require City-provided grounds keeping and maintenance services; and

WHEREAS, the City requested proposals for the provision of such services on those properties in its RFP No. 2019-18; and

WHEREAS, the Carlsbad City Council awarded RFP No. 2019-18 to The Garden Mart, Inc.; and

WHEREAS, on 11 October 2019, the City and GMI entered into a one (1) year agreement for the provision of grounds keeping and landscape maintenance at the listed properties, hereinafter referred to as the "2019 Agreement"; and

WHEREAS, the parties renewed the agreement for three (3) months beginning on 14 October 2020 with a modification to the termination provision; and

WHEREAS, the parties renewed the agreement for one (1) year beginning on 13 July, 2021;

WHEREAS, the parties wish to agree to renew the agreement a second time, as modified, for one (1) additional year beginning on 13 July 2022.

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

1. **Attachments.** Attached to this renewal are the following documents:
 - A. **2019 Agreement.** The Agreement Between the City of Carlsbad and Garden Mart, Inc. for Grounds Keeping and Maintenance Services of Citywide Landscapes, Medians, Gateways and Properties, dated the 11th day of October 2019, hereinafter referred to as the "2019 Agreement".
 - B. **First Renewal.** The First Renewal of the Agreement Between the City of Carlsbad and Garden Mart, Inc. for Grounds Keeping and Maintenance Services of Citywide Landscapes, Medians, Gateways and Properties, dated the 13th of October

2020, hereinafter referred to as the "First Renewal".

C. **Second Renewal.** The Second Renewal of the Agreement Between the City of Carlsbad and Garden Mart, Inc. for Grounds Keeping and Maintenance Services of Citywide Landscapes, Medians, Gateways and Properties, dated the __ day of July, 2022, hereinafter referred to as the "Second Renewal".

2. **One Year Renewal.** The parties agree to renew the 2019 Agreement as amended by the First Renewal for a second one (1) year term beginning on 14 July 2022 and ending on 14 July 2023.

3. **Terms.** This renewal shall be under the same terms and conditions, and the parties shall have the same rights and responsibilities as in the 2019 Agreement as amended by the First Renewal.

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

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

CITY OF CARLSBAD:

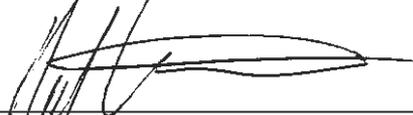
DALE JANWAY, MAYOR

ATTEST:

CITY CLERK

STATE OF NEW MEXICO
NOTARY PUBLIC
OLGA E. RAMIREZ
COMMISSION# 1080810
EXPIRES: SEPTEMBER 21, 2023

THE GARDEN MART, INC



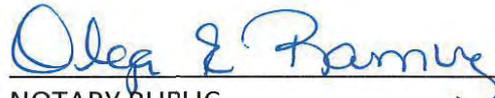
MARK WALTERSCHEID, PRESIDENT

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

The foregoing instrument was acknowledged before me this 7th day of July, 2022, by MARK WALTERSCHEID, President, The Garden Mart, Inc.

My Commission Expires:

9-21-23



NOTARY PUBLIC

**RENEWAL OF AGREEMENT BETWEEN THE CITY OF CARLSBAD
AND THE GARDEN MART, INC. FOR
GROUNDS KEEPING AND MAINTENANCE SERVICES
OF CITYWIDE LANDSCAPES, MEDIANS, GATEWAYS AND PROPERTIES
FOR SIX MONTHS**

1 THIS RENEWAL OF AGREEMENT is entered into at Carlsbad, New Mexico, this 13th
2 day of JANUARY, 2021, by and between the **CITY OF CARLSBAD**, New Mexico, a
3 municipal corporation, hereinafter referred to as "City" and **THE GARDEN MART, INC.**, a New
4 Mexico corporation, hereinafter referred to as "GMI".

5
6 WHEREAS, there are landscapes, medians, gateways, and properties throughout the City
7 which require City-provided grounds keeping and maintenance services; and

8
9 WHEREAS, the City requested proposals for the provision of such services on those
10 properties in its RFP No. 2019-18; and

11
12 WHEREAS, the Carlsbad City Council awarded RFP No. 2019-18 to The Garden Mart, Inc. ;
13 and

14
15 WHEREAS, on 11 October 2019, the City and GMI entered into a one (1) year agreement
16 for the provision of grounds keeping and landscape maintenance at the listed properties, hereinafter
17 referred to as the "2019 Agreement"; and

18
19 WHEREAS, the parties renewed the agreement for three (3) months beginning on 14 October
20 2020 with a modification to the termination provision; and

21
22 WHEREAS, the parties wish to renew the agreement, as modified, for an additional six (6)
23 months beginning on 13 January 2021.

24
25 NOW, THEREFORE, FOR THE CONSIDERATION SPECIFIED HEREIN THE PARTIES
26 AGREE AS FOLLOWS:

27
28 1. **Attachments.** Attached to this renewal are the following documents:

29 A. **2019 Agreement.** The Agreement Between the City of Carlsbad and Garden Mart,
30 Inc. for Grounds Keeping and Maintenance Services of Citywide Landscapes, Medians,
31 Gateways and Properties, dated the 11th day of October 2019, hereinafter referred to as the
32 "2019 Agreement".

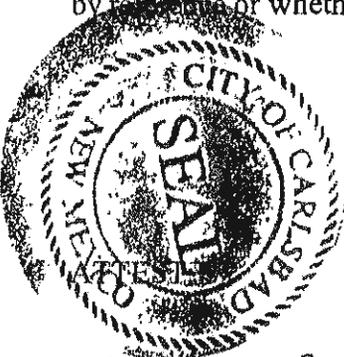
33 B. **First Renewal.** The First Renewal of the Agreement Between the City of Carlsbad
34 and Garden Mart, Inc. for Grounds Keeping and Maintenance Services of Citywide
35 Landscapes, Medians, Gateways and Properties, dated the 13th of October 2020, hereinafter
36 referred to as the "First Renewal".

37
38 2. **Six Month Renewal.** The parties agree to renew the 2019 Agreement as amended by the
39 First Renewal for the six (6) months beginning on 13 January 2021 and ending on 12 July 2021.

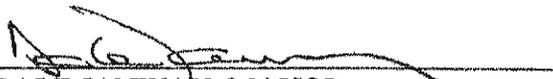
1 3. **Terms.** This renewal shall be under the same terms and conditions, and the parties shall have
2 the same rights and responsibilities as in the 2019 Agreement as amended by the First Renewal.

3
4 4. **Captions.** The captions of any paragraphs or sections hereof are made for convenience only
5 and shall not control or affect the meaning or construction of any of the provisions thereof.

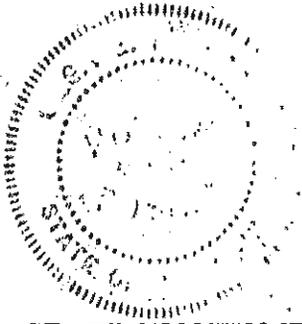
6
7 5. **Exhibits.** Any instrument or document made and attached to this Agreement shall constitute
8 a part hereof as though set forth in full in the body of this Agreement, whether made a part hereof
9 by reference or whether made a part hereof by attachment.



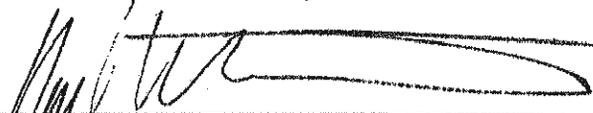
CITY OF CARLSBAD:


DALE JANWAY, MAYOR


CITY CLERK



THE GARDEN MART, INC

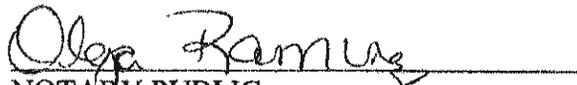

MARK WALTERSCHEID, PRESIDENT

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

33
34 The foregoing instrument was acknowledged before me this 18th day of
35 December, 2020, by MARK WALTERSCHEID, President, The Garden Mart, Inc.

36
37 My Commission Expires:

38
39 9-21-23


NOTARY PUBLIC

**FIRST RENEWAL
OF AGREEMENT BETWEEN THE CITY OF CARLSBAD
AND THE GARDEN MART, INC. FOR
GROUNDS KEEPING AND MAINTENANCE SERVICES
OF CITYWIDE LANDSCAPES, MEDIANS, GATEWAYS AND PROPERTIES**

1 THIS RENEWAL OF AGREEMENT is entered into at Carlsbad, New Mexico, this 13th
2 day of October, 2020, by and between the **CITY OF CARLSBAD**, New Mexico, a
3 municipal corporation, hereinafter referred to as "City" and **THE GARDEN MART, INC.**, a New
4 Mexico corporation, hereinafter referred to as "GMI".

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6 WHEREAS, there are landscapes, medians, gateways, and properties throughout the City
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9 WHEREAS, the City requested proposals for the provision of such services on those
10 properties in its RFP No. 2019-18; and

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12 WHEREAS, the Carlsbad City Council awarded RFP No. 2019-18 to The Garden Mart, Inc.;
13 and

14
15 WHEREAS, on 11 October 2019, the City and GMI entered into an agreement for the
16 provision of grounds keeping and landscape maintenance at the listed properties, hereinafter referred
17 to as the "2019 Agreement"; and

18
19 WHEREAS, the parties wish to renew the 2019 Agreement for three months beginning on
20 14 October 2020 with a modification.

21
22 NOW, THEREFORE, FOR THE CONSIDERATION SPECIFIED HEREIN THE PARTIES
23 AGREE AS FOLLOWS:

- 24
25 1. Attached to this renewal is the following document:
26 A. The Agreement Between the City of Carlsbad and Garden Mart, Inc. for Grounds
27 Keeping and Maintenance Services of Citywide Landscapes, Medians, Gateways and
28 Properties, dated the 11th day of October 2019, hereinafter referred to as the "2019
29 Agreement".
30
31 2. The parties agree to renew the 2019 Agreement for the three months beginning on 14 October
32 2020 and ending on 13 January 2021.
33
34 3. This renewal shall be under the same terms and conditions, and the parties shall have the
35 same rights and responsibilities as in the 2019 Agreement except that Paragraph 26 shall be amended
36 to state:
37 26. **Termination.** Either party may terminate this Agreement without cause by providing
38 the other part with written notice of its intention to terminate this Agreement at least fifteen

**AGREEMENT BETWEEN
THE CITY OF CARLSBAD AND GARDEN MART, INC.
FOR GROUNDS KEEPING AND MAINTENANCE SERVICES
OF CITYWIDE LANDSCAPES, MEDIANS, GATEWAYS, AND PROPERTIES**

1 THIS AGREEMENT is entered into at Carlsbad, New Mexico, this 17th day of October
2 _____, 2019, by and between the **CITY OF CARLSBAD**, New Mexico, a municipal corporation,
3 hereinafter referred to as "**City**," and **THE GARDEN MART, INC.**, a New Mexico corporation,
4 hereinafter referred to as "**GMI**".

5
6 WHEREAS, there are landscapes, medians, gateways, and properties throughout the City
7 which require grounds keeping and maintenance services; and

8
9 WHEREAS, the City requested proposals for the provision of such services on those
10 properties in its RFP No. 2019-18; and

11
12 WHEREAS, The Garden Mart, Inc. submitted a response to the RFP; and

13
14 WHEREAS, GMI's response was recommended by a selection committee; and

15
16 WHEREAS, the Carlsbad City Council awarded RFP No. 2019-18 to GMI subject to the
17 negotiation of a satisfactory agreement.

18
19
20 NOW THEREFORE, the parties, in consideration of the mutual covenants and agreements
21 herein contained, agree as follows:

22
23 1. **Property Descriptions.** The City of Carlsbad property ("Property" or "Properties") subject
24 to this agreement are those locations listed on the attached Exhibit "A".

25
26 2. **AS IS Condition.** Prior to the commencement of this Agreement, GMI has fully examined
27 and inspected the Properties and all improvements, buildings, fixtures, appliances, and personal
28 property therein. GMI accepts the Properties and such improvements, buildings, fixtures, appliances,
29 and personal property in their existing condition and state of repair. GMI accepts them in an **AS IS**
30 **CONDITION**. GMI agrees that no representations, statements, or warranties, express or implied,
31 have been made by or on behalf of the City in respect thereto, including, but not limited to their
32 suitability for any purpose, and the City shall in no event be liable for any latent defects.

33
34 3. **GMI Provided Services.** GMI shall provide the City with full grounds keeping and
35 maintenance services at the Properties including, but not limited to, the following:

36 A. **General Services.** General Services as defined herein.

37 B. **Grounds Keeping and Maintenance Services.** Grounds Keeping and Maintenance
38 Services as defined herein.

1 4. General Services. "General Services" shall include, but not necessarily be limited to, the
2 following:

3 A. **Meetings.** Attend such meetings as may be requested from time to time by the
4 governing body of the City of Carlsbad, the City Administrator, or City staff.

5 B. **Monthly Reports.** Prepare and submit monthly maintenance reports no later than
6 the 5th of each month. The report shall be in a format and contain the information required
7 by the City, including, but not limited to an accounting of the services provided at each
8 Property, the number of man-hours of services provided, and a description of the service
9 provided.

10 C. **Annual Budget.** No later than March 1st of each year, GMI shall provide the City
11 with an itemized budget for the City's following fiscal year's expenses for the items to be
12 provided by the City pursuant to Paragraph 6, below.

13 D. **Additional Duties.** Such additional duties as may from time to time be mutually
14 agreed to by the parties.

15 E. **Equipment.** Provide all equipment and tools required to satisfactorily and efficiently
16 perform the services and duties required by this Agreement and all acquisition, repair,
17 maintenance, and operational costs of such equipment or tools. All equipment shall be
18 specifically designed and developed by its manufacturer for the intended task within the
19 scope of services rendered by GMI. All equipment used shall be sized appropriately for the
20 work within the operating environment of the Properties.

21 F. **Materials.** Provide all materials required to satisfactorily and efficiently perform the
22 services and duties required by this Agreement including, but not limited to:

23 i. **Pesticides;**

24 ii. **Materials required for vermin control;**

25 iii. **Fertilizers;**

26 iv. **Herbicides; and**

27 v. **Irrigation system materials needed for the maintenance and repair of the
28 irrigation systems including damage caused by traffic accidents.**

29 G. **Labor.** Provide all managerial, supervisory, skilled and unskilled labor required to
30 satisfactorily and efficiently perform the services and duties required by this Agreement.

31
32 5. Grounds Keeping and Maintenance Services. "Grounds Keeping and Maintenance
33 Services" shall include all services required to assure that the Properties are well maintained,
34 manicured, and provide a safe and attractive environment. Those services shall include, but not
35 necessarily be limited to, the following:

36 A. **Weed Control Program.** GMI shall develop, implement, and maintain a written
37 Weed Control Program to minimize the occurrence of weeds within the Properties. Weeds
38 that do occur on the Properties shall be kept shorter than five inches (5") tall at all times. The
39 Program shall utilize a combination of herbicides, biological controls, and mechanical
40 eradication. The written Program shall be provided to the City for its review and approval
41 prior to implementation. Should the City wish to change the previously approved Program,
42 it shall notify GMI in writing of the proposed change. GMI shall then estimate the increase
43 or decrease in the cost of this Agreement should the change be implemented. GMI shall not
44 implement the change until authorized to do so by the City in writing.

1 **B. Fertilizer Program.** GMI shall develop, implement, and maintain a written Fertilizer
2 Application and Management Program to develop and maintain a continuing program to
3 appropriately fertilize all beneficial vegetation within the Properties. The written Program
4 shall be provided to the City for its review and approval prior to implementation. Should the
5 City wish to change the previously approved Program, it shall notify GMI in writing of the
6 proposed change. GMI shall then estimate the increase or decrease in the cost of this
7 Agreement should the change be implemented. GMI shall not implement the change until
8 authorized to do so by the City in writing.

9 **C. Water Management Program.** GMI shall develop, implement, and maintain a
10 written Water Management Program to appropriately irrigate all vegetation on the Properties.
11 The Program shall maximize plant health, minimize water use and possible damage to City
12 property, and eliminate any over-water use. The program shall include the following
13 elements, as applicable:

14 i. Continuous evaluation of the moisture content of all soils to assure that all
15 vegetation receives adequate moisture for optimal growth. Methods of moisture
16 content detection shall include observation of plant stress, soil probing, and meter
17 monitoring as needed. Irrigation scheduling will be performed to encourage deep
18 roots, including deep watering through use of multiple repeat cycles.

19 ii. Random checks on an ongoing basis of all spray heads and other components
20 of the systems such that each entire system is checked each month to assure that all
21 components of the irrigation systems are kept in proper working order, as per
22 manufacturers' specifications. Malfunctioning components shall be corrected
23 immediately.

24 iii. Weekly or bimonthly reprogramming of the irrigation controllers. Soil
25 moisture levels shall be inspected throughout planted areas, and appropriate
26 adjustments made to the irrigation schedule. The irrigation schedules shall comply
27 with City mandated "odd/even address" watering schedules using the location of the
28 water meter for the section as the applicable street address.

29 iv. Monthly activation of all irrigation valves. Each valve shall be operated
30 individually to inspect for and correct the following conditions:

- 31 a. Misaligned irrigation heads;
- 32 b. Clogged or obstructed heads;
- 33 c. Missing or damage heads;
- 34 d. Low-head drainage conditions;
- 35 e. Overspray onto impervious or non-landscaped surfaces;
- 36 f. Poor coverage or uniformity;
- 37 g. Stuck valves;
- 38 h. Broken risers, laterals, or mains;
- 39 i. Irrigation spray nozzles not of a height sufficient to clear the highest
40 unmowed turf; and
- 41 j. Unbalance of various heads on a single circuit.

42 v. Irrigation system pressure to be checked and adjusted at least monthly to
43 insure efficient operation of irrigation systems.

- 1 vi. All irrigation replacement parts to be checked and adjusted at least monthly
2 to insure efficient operation of irrigation systems.
3 vii. Turf sprayheads to be uniform in output and kept adjusted for accurate throw.
4 If the irrigation is not adequate to provide uniform coverage, Garaz shall upgrade the
5 system to achieve site efficiency.

6 The written Program shall be provided to the City for its review and approval prior to
7 implementation. Should the City wish to change the previously approved Program, it shall
8 notify GMI in writing of the proposed change. GMI shall then estimate the increase or
9 decrease in the cost of this Agreement should the change be implemented. GMI shall not
10 implement the change until authorized to do so by the City in writing.

11 D. **Plant Program.** GMI shall develop, implement, and maintain a written Plant
12 Supplement and Replacement Program to appropriately supplement existing vegetation and
13 replace vegetation that requires replacement for safety, aesthetics, or because of loss or
14 damage. All plant materials shall be of the type, kind, and size capable of growth and
15 aesthetically comparable to and compatible with adjacent plantings. The written Program
16 shall be provided to the City for its review and approval prior to implementation. Should the
17 City wish to change the previously approved Program, it shall notify GMI in writing of the
18 proposed change. GMI shall then estimate the increase or decrease in the cost of this
19 Agreement should the change be implemented. GMI shall not implement the change until
20 authorized to do so by the City in writing.

21 E. **General Grounds Maintenance.** Complete grounds keeping and maintenance
22 services at the Properties as described in Exhibit B.

23
24 6. **City Provided Services.** The City shall be responsible for the following at the Properties:

25 A. **Utility Services.** The City shall pay all reasonable utility expenses including, where
26 available, water service and electric service.

27 B. **Plants.** The City shall provide landscaping trees, shrubs, and other plants as needed
28 as additions to or replacements of damaged or dead vegetation. GMI shall be responsible for
29 labor and materials to install the trees, shrubs, and other plants.

30 C. **Repairs.** Except for damage or vandalism by GMI's officers, employees, or agents,
31 and for damage to the irrigation systems, the City shall provide structural, electrical and
32 mechanical repair or maintenance of Properties and those repairs covered by the City's
33 insurance.

34 E. **Excess Materials.** All items and materials acquired by the City that exceed the
35 actual quantities required for a specific task shall remain the property of the City and shall
36 only be used for other purposes at or on a Property as specifically authorized by the City in
37 writing.

38 F. **Reimbursement.** The City shall not reimburse GMI for any materials acquired by
39 GMI unless the acquisition was authorized by the City in writing prior to the acquisition.

40
41 7. **Compensation.** In consideration for all services provided pursuant to this Agreement, the
42 City shall pay GMI Twelve Thousand Five Hundred dollars and 00/100ths per month
43 (\$12,500.00/mo.) plus applicable gross receipt taxes. GMI shall be responsible for the payment of

1 all taxes and fees. GMI shall submit an invoice to the City by the fifth (5th) day of each month for
2 the previous month's services.

3
4 8. **Term.** The term of this Agreement shall be for one (1) year beginning on the 14th day of
5 October 2019, and terminating on the 13th day of October 2020. This Agreement may be renewed
6 for three (3) additional one (1) year terms upon the mutual agreement of the parties upon such terms
7 and conditions as may be mutually agreeable. Not later than thirty (30) days before the expiration
8 of this contract, if both parties desire to renew for an additional year, the parties shall meet to
9 negotiate renewal terms and conditions, including compensation.

10
11 9. **Compliance with Laws.** GMI and its officers, employees, and agents shall comply with all
12 applicable local, state, and federal laws, rules, regulations, and policies. In the event GMI or its
13 officers, employees, or agents should fail to comply with all applicable local, state, and federal laws,
14 rules, regulations, and policies, GMI shall immediately cease the noncompliance and inform the City
15 Administrator of the matter. Within five (5) days, GMI shall also notify the City Street
16 Superintendent in writing of that event.

17
18 10. **Licenses.** GMI and its officers, employees, and agents shall obtain and continuously
19 maintain any and all permits, licenses, or certifications that may be necessary to carry out the
20 operations contemplated by this Agreement. Such permits, licenses, and certifications shall include,
21 but not limited to, those needed to use pesticides, vermin control, fertilizers, and herbicides, and to
22 perform irrigation system installation, repair, and maintenance. GMI shall annually provide the City
23 with written proof that he, its officers, employees, or agents have the permits, licenses, and
24 certifications that may necessary to carry out the operations contemplated by this Agreement. GMI
25 shall provide the City with written notice of any change in any permit, license, or certification and
26 furnish to the City written proof of acquirement of a new or substitute permit, license, or
27 certification. In the event GMI or its officers, employees, or agents should cease to be properly
28 permitted, licensed, or certified, he shall immediately inform the City Administrator and shall
29 immediately cease its operations pursuant to this Agreement. Within five (5) days of ceasing to be
30 properly permitted, licensed, or certified, GMI shall also notify the City in writing of that event.

31
32 11. **Prevention of Waste and Damage.** GMI shall use all reasonable cautions to prevent waste,
33 damage, or injury to the Properties, structures, vegetation, monuments, utilities or other
34 improvements in the performance of its obligations under this Agreement. GMI shall be solely
35 responsible for any damage to or destruction of the Properties' structures, vegetation, monuments,
36 utilities or other improvements caused by the acts, willful or otherwise, of GMI's officers,
37 employees, or agents.

38
39 12. **Reporting Damage.** GMI shall immediately verbally report any vandalism, damage, or
40 destruction to the Properties or structures, vegetation, monuments, utilities or other improvements
41 whether caused by GMI or not as well as any repair or maintenance needed to be performed by the
42 City. He shall also report such matters in writing within five (5) business days.

1 **13. Storage of Equipment and Materials.** GMI shall be solely responsible for the proper
2 handling and storage of all equipment, materials, and other items including materials provided by
3 the City. All equipment, materials, junk, debris, waste, and unsightly mater shall be removed
4 promptly from the Properties. There shall be no storage on the Properties overnight. The City shall
5 not be responsible for any damage or injury to equipment, materials, or other items. GMI shall be
6 solely responsible for the security of all equipment, materials, or other items, and for insuring them.
7 GMI shall be solely responsible for any waste or damage to or destruction of the City provided
8 materials or its own equipment and materials caused by the acts, willful or otherwise, by GMI's
9 officers, employees, or agents or GMI's failure to provide adequate insurance, security, or protection
10 from inclement weather.

11
12 **14. Structural Changes.** GMI shall not make any structural changes to the Properties or to any
13 structure or building used by GMI, without the prior written consent of the City. All such changes
14 shall be performed in a workmanlike manner and shall be done in accordance with all applicable
15 laws, rules, and regulations. All alterations, additions, and improvements to the Properties shall
16 become a part of the Properties and the sole property of the City, except as agreed by the parties in
17 writing. GMI shall also:

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

20 **B. Filing.** File with and obtain the approval of all plans and specifications with all
21 governmental departments and authorities having jurisdiction, prior to the commencement
22 of any work.

23 **C. Licensed Contractor.** All such activity shall be done by appropriately licensed
24 contractors and shall be done in accordance with all applicable laws, rules, and regulations.

25
26 **15. Right to Enter and Inspect.** The City shall have the right to enter the Properties and to
27 inspect the Properties or to have a third party enter and inspect the Properties and all improvements,
28 structures, and appurtenances at any reasonable time

29
30 **16. Surrender of Properties.** GMI shall, on the last day of the term of this Agreement or on
31 earlier termination and forfeiture of this Agreement, peaceably and quietly surrender and deliver the
32 Properties free of subtenancies, including all additions and improvements constructed or placed
33 thereon by GMI, except movable trade fixtures, all in good condition and repair. Any trade fixtures
34 or personal property belonging to GMI, not removed within 30 days after the termination of this
35 Agreement, and if the City shall so elect, shall be deemed abandoned and become the property of the
36 City without any payment or offset thereof.

37
38 **17. Destruction of Properties.** In the event a Property or any portion of it is totally destroyed
39 or so partially destroyed or damaged as to render it incapable of reasonable use, then the City may,
40 at its sole discretion, choose to repair the damage or destruction or choose to terminate this
41 Agreement without incurring any penalty or further liability.

1 18. **Records.** For the term of this Agreement and for five (5) years after the expiration or
2 termination of this Agreement, GMI shall maintain copies of all records regarding any and all
3 activities he conducts pursuant to this Agreement. The City shall have the right to inspect and copy
4 such records upon reasonable notice to GMI.

5
6 19. **Indemnification.** GMI agrees to indemnify, save, and hold harmless the City, its officers,
7 and employees against all liability, claims, damages, losses, or expenses of every kind, including
8 reasonable attorneys' fees together with costs and expenses of litigation, arising out of, from, or
9 associated in any manner with the acts or omissions of GMI, its officers, employees, or agents.

10
11 20. **Insurance.** At all times material to this Agreement:

12 A. **Public Liability Insurance.** GMI shall obtain and maintain, at its own expense,
13 public liability and automobile liability insurance insuring against such claims and which
14 insurance names the City as an additional insured. This insurance shall have an aggregate
15 limit in the amount of one million dollars (\$1,000,000.00).

16 B. **Certificate Insurance.** GMI shall provide the City with a current Certificate of
17 Insurance. The insurance shall be with a company or companies licensed and authorized to
18 do business in the State of New Mexico. GMI shall annually furnish to the City a Certificate
19 of Insurance for the above required insurances. GMI shall provide the City with notice of
20 any change thereof, and furnish to the City evidence of acquirement of a substitute therefore,
21 and payment of the premium thereof.

22 C. **Tort Claims Act.** The City and its "public employees" as defined in the New
23 Mexico Tort Claims Act do not waive any sovereign immunity, defense, or limitation of
24 liability pursuant to law. No provision of this Agreement modifies and/or waives any
25 provision of the New Mexico Tort Claims Act.

26
27 21. **Release.** GMI, upon final payment of the amount due under this Agreement, releases the
28 City, its officers, and employees from all liabilities, claims, and obligations whatsoever arising from
29 or under this Agreement. GMI agrees not to purport to bind the City of Carlsbad, unless GMI has
30 express written authority to do so, and then only within the strict limits of that authority.

31
32 22. **Default or Breach.** Each of the following event shall constitute a default or breach of this
33 Agreement:

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

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

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

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

9
10 23. **Effect of Default.** In the event of default hereunder as set forth in this Agreement, the rights
11 of the non-defaulting party shall be as follows:

12 A. **Cancel.** The non-defaulting party shall have the right to cancel and terminate this
13 Agreement. On expiration of the time fixed in the notice, this Agreement and all rights, title,
14 and interest of the defaulting party hereunder shall terminate in the same manner and with
15 the same force and effect, except as to the defaulting party's liability, as if the date fixed in
16 the notice of cancellation and termination were the end of the term herein originally
17 determined.

18 B. **Payment.** The non-defaulting party may elect, but shall not be obligated, to make
19 any payment required of the defaulting party herein or comply with any agreement, term, or
20 condition required hereby to be performed by the defaulting party, and the non-defaulting
21 party shall have the right to enter the Properties for the purpose of directing or remedying any
22 such default and to remain until the default has been corrected or remedied; but any
23 expenditure for correction by the non-defaulting party shall not be deemed to waive or
24 release the default of the defaulting party or the right of the non-defaulting party to take any
25 action as may be otherwise permissible or to seek other remedy under the law.

26
27 24. **Non-Waiver.** Waiver by the City of any default in performance by GMI of any of the terms
28 or conditions contained in this Agreement shall not be deemed a continuing waiver of that default
29 or any subsequent default.

30
31 25. **Funding Availability.** The funding of this Agreement is subject to the availability and
32 appropriation of funds by the City Council of Carlsbad, New Mexico. If sufficient funding is not
33 available or not appropriated by the City Council, then this Agreement is terminated and the City
34 shall not incur any penalty or further liability.

35
36 26. **Termination.** Either party may terminate this Agreement without cause by providing the
37 other party with written notice of its intention to terminate this Agreement at least ninety (90) days
38 prior to the termination date. By such termination, neither party may nullify obligations already
39 incurred prior to the date of termination of the Agreement. However, neither party shall have any
40 obligation to perform services or make payment for such services rendered after such date of
41 termination.

1 27. **Entirety of Agreement.** This Agreement incorporates all the agreements, covenants, and
2 understandings between the parties hereto concerning the subject matter hereof, and all such
3 covenants, agreements, and understandings have been merged into this written Agreement. No prior
4 agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or
5 enforceable unless embodied in this Agreement. The parties expressly waive any other or further
6 representations, warranties, or agreements not set forth in this document. This Agreement cannot
7 be changed except by a written instrument subsequently executed with the same formalities as with
8 this Agreement.

9
10 28. **Assignment of Agreement.** Neither GMI nor its successors or assigns, if any, shall assign,
11 transfer, mortgage, pledge, or encumber any interest in or right to this Agreement or the Properties
12 without the prior written approval of the City. If there is an approved assignment, transfer, mortgage,
13 pledge, or encumbrance, GMI shall continue to be liable hereunder in accordance with the terms and
14 conditions of this Agreement and shall not be released from the performance of the terms and
15 conditions hereof. The consent by the City to an assignment, transfer, mortgage, pledge, or
16 encumbrance shall not be construed to relieve GMI from obtaining the express written consent of
17 the City to any future transfer of interest.

18
19 29. **Independent Contractor.** GMI, its officers, employees, and agents are independent
20 contractors performing professional services for the City and are not employees of the City. GMI
21 and its officers, employees, and agents shall not accrue leave, retirement, insurance, bonding, use
22 of city vehicles, or any other benefits afforded to the employees of the City of Carlsbad as a result
23 of this Agreement.

24
25 30. **Workers' Compensation.** GMI shall comply with state laws and rules applicable to workers
26 compensation benefits for its employees. If GMI fails to comply with the Workers' Compensation
27 Act and applicable rules when required to do so, this agreement may be terminated by the City.

28
29 31. **Workplace Safety.** GMI shall comply with all local, state, and federal laws, rules, and
30 regulations related to the safe completion of all work, including, but not limited to complying with
31 the standards and requirements of the Manual on Uniform Traffic Control Devices when applicable.
32 GMI shall maintain an active workplace safety program which includes, but is not limited to safe
33 work practices, the use of safety gear, and traffic control and vehicle and equipment operational
34 safety.

35
36 32. **Procurement Code Penalties.** The Procurement Code, NMSA 1978, Sections 13-1-28 et
37 al., imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal
38 statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

39
40 33. **Campaign Contribution Disclosure.** The Procurement Code, NMSA 1978, Sections 13-1-
41 28, et al., requires certain prospective contractors to submit a fully completed campaign contribution
42 disclosure statement. GMI states that he has complied with all such applicable requirements.

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

If to City:

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

If to GMI:

Mark Walterscheid, President
400 E. Hamilton
P.O. Box 5093
Carlsbad, NM 88221

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

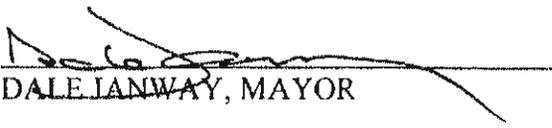
35. **New Mexico Law and Venue.** This Agreement shall be construed in accordance with New Mexico law. The parties agree that, in the event any legal action arising out of this Agreement is permitted to be brought other than in arbitration, such action shall be brought in the District Court of Eddy County, 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.

36. **Arbitration.** Should any dispute arise between the parties in connection with the Agreement and if such dispute cannot be resolved by discussion between the parties, the parties agree to submit the unresolved dispute to binding arbitration in lieu of litigation. The parties expressly consent to holding all arbitration proceedings in Eddy County, New Mexico.

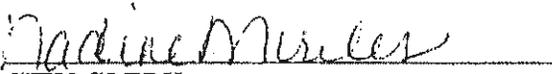
37. **Captions.** The captions of any articles, paragraphs, or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.

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

CITY OF CARLSBAD:


DALE IANWAY, MAYOR

ATTEST:


CITY CLERK

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THE GARDEN MART, INC.



MARK WALTERSCHEID, PRESIDENT

STATE OF NEW MEXICO)

) SS.

COUNTY OF EDDY)

The foregoing instrument was signed and acknowledged before me this 11th day of October, 2019, by MARK WALTERSCHEID, as President of The Garden Mart, Inc.

My commission expires: Sept 21, 2023



NOTARY PUBLIC

EXHIBIT A

Properties to be Maintained

1. **Artesia Highway Entrance**
Artesia Highway (285) from the intersection of Pierce and Camp to the City Limit Sign including trimming and cleaning concrete medians and sidewalks.

2. **North Canal Street**
North Canal St. (285) from "Midtown Y" to Pierce Street ending at the Alameda cross street including medians, fenced or landscaped areas and along City sidewalks on both sides of Canal Street and the landscaped area at the "North Y" on North Canal near Tate Branch Dodge.

3. **Canyon Street Landscape**
Canyon Street bounded by South Canal and Stevens, including planters mid-block on Mermod between Canal and Canyon.

4. **Greene Street (Hobbs Highway) to Muscatel Drive**
Hobbs Highway (Greene Street) from Canyon to Muscatel Drive including medians and both sides.

5. **Hobbs Highway Entrance**
Extended Hobbs Highway from Muscatel Ave to Ridgecrest Dr. including the medians and both sides from right-of-way to right-of-way. Area to include rough mowing, trimming, and trash removal.

6. **"Midtown Y"**
Medians at the intersection of Canyon and South Canal

7. **"South Y"**
Medians at intersection of US 62/180 and NM 285

8. **National Parks Highway**
National Parks Highway from its intersection with Terminal Drive (Airport Entrance) to its intersection with Derrick Road including both sides of the highway from right-of-way to right-of-way and including the tree line on the west side of the highway. Area to include rough mowing, trimming, and trash removal.

9. **Airport Industrial Park**
National Parks Highway bounded by Commerce Drive and Terminal Drive including the entrance areas and landscaping mounds.

EXHIBIT B

Grounds Keeping and Maintenance Services

Complete grounds keeping and maintenance services shall include, but not be limited to the following:

1. **Implement Programs.** GMI shall maintain all Properties as specified in the approved Programs.

A. **Weeds.** All weeds shall be controlled as specified in the approved Weed Control Program.

B. **Fertilization.** All turf and other vegetation shall be fertilized as specified in the approved Fertilizer Application and Management Program.

C. **Water.** All vegetation shall be properly irrigated as specified in the approved Water Management Program.

D. **Plants.** All plants shall be supplemented and replaced as specified in the approved Plant Supplement and Replacement Program.

2. **Tree Maintenance.** Tree pruning and trimming shall be performed as necessary to insure a well manicured, well tended appearance, to promote proper growth and remove dead, diseased, unsightly or hazardous limbs and branches, and to provide adequate sight distance for vehicle safety. All new trees shall be staked to allow movement (at least 6") in the wind. Stakes shall be removed as soon as trees are deemed established in the soil or by one year of planting, whichever comes first. Trees shall be deep watered to encourage deep roots and discourage surface root damages. Deep watering is especially important during particularly warm weather. Potential damage caused by tree roots will be identified on site walks. Where appropriate, root pruning shall be performance to avoid costly structural damages and tripping liabilities. Trees causing consistent physical damage or nuisance can be recommended for removal. GMI shall report/recommend such hazards to the City.

3. **Shrub Maintenance.** Shrub pruning and trimming shall be performed as necessary to insure a well manicured, well tended appearance, to promote proper growth and remove dead, diseased, unsightly or hazardous branches and vines, and to provide proper sight distance for vehicle safety. Pruning shall be done on an as needed basis only. The intent of this style of pruning is to maintain the natural plant appearance. Shrubs are intended to fill planting spaces as much as possible. Shrubs on slopes are not to be pruned or shaped, but are to be allowed to spread naturally. Shearing back of shrub stems and branches is not encouraged unless the plant poses a safety hazard, or unless directed by the City. Shrub fertilization shall be performed using slow release, complete organic based products in April and October, or as deemed necessary to encourage optimal growth and plant health.

4. **Groundcover Maintenance.** Groundcover shall be maintained to fill large areas, provide significant color and present a lush appearance. All groundcover areas shall be uniformly irrigated to insure consistent growth and plant coverage in conformance with approved Water Management Plan. Bare areas may require hand tilling of soil, addition of amendment and replanting to create plant uniformity.

5. **Trash Removal.** The Properties shall be kept at all times free of unsightly materials. All litter, debris, trash, and waste shall be removed from the Properties. In those cases where mowing is required, the litter, debris, and trash shall be removed prior to mowing to keep from shredding it. A weekly trash removal schedule shall be submitted to the City for approval. The schedule shall include at a minimum of three days per week of trash removal from all the properties described in Exhibit "A", above.

6. **Safety.** GMI shall comply with all New Mexico Department of Transportation ("NMDOT") safety requirements for work in an NMDOT right-of-way. Such requirements include, but are not limited to, properly rated safety vests, personal protection equipment, and signs.

**City of Carlsbad
Personnel Department**

**Action Report
Month of June 2022**

City of Carlsbad
 Personnel Department Action Report
 Month of June 2022

EMPLOYEE REPORT	Beginning of Month	New Hires	Terminations	Transfers In	Transfers Out	End of Month
Full-Time Employees	417	7	1	1	0	424
Part-Time/Temp Employees	80	9	6	0	1	82
Total Employees	497	16	7	1	1	506
Administrative	18	0	1	0	0	17
Judicial	8	0	1	0	0	7
Finance	16	0	0	0	0	16
Police	95	5	2	0	0	98
Fire	67	0	0	0	0	67
Community Development	117	8	2	0	1	122
Planning & Regulation	14	1	0	0	0	15
Utilities	74	0	1	0	0	73
Transportation & Facilities	88	2	0	1	0	91
TOTAL	497	16	7	1	1	506

WEEKLY INDEMNITY	Beginning of Month	New Claims	Released To Work	Terminated	End of Month
Employees on WI	1	1	0	0	2

UNEMPLOYMENT CLAIMS	Claims Received	Claims Returned	Claims Denied	Claims Approved	Claims Pending	Claims Appealed
Current Month	0	0	0	0	35	0

DRUG TESTS	Number Given
Pre-employment	18
Probationary	0
Post Accident	11
Random	0
Periodic	0
Probable Cause	0

PHYSICAL EXAMINATIONS	Number Given
Pre-employment	18
Return to Work Evaluation	0
Functional Capacity Evaluation	0

TESTING	Number Given
Telecommunicator	6
Typing	4

VACANCIES BID	Department
None	

VACANCIES ADVERTISED	Applications Received
ARC Driver	Pending
Airport Ops Sepcialist	8
Caretaker	24
Custodian	Pending
Container Maintenance Asst.	Pending
Electrician	Pending
Firefighter	7
Librarian - Youth Services	2
Library Page	10
Patrolman	Pending
Seasonal Laborer	23
Sports Recreation Attendant, p/t	6
Telecommunicator	20
Transit Driver, part-time	Pending
Vactor Operator	Pending
Waste Water Superintendent	Pending

**CARLSBAD MUNICIPAL COURT
CITY OF CARLSBAD
JUNE 2022**

Number of Cases	657
Warrants Outstanding	4613
Amount of Fines	\$ 75,153.00
Cases on Appeal	7

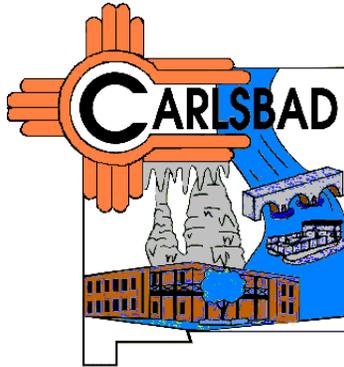
FINES

Summary for the Month of	JUNE 2022
Total Fines	\$ 55,503.00
Total Prevention Fees	\$ 406.00
Total Lab Fees	\$ 355.00
Total Correction Fees	\$ 12,946.00
Total Automation Fees	\$ 3,953.00
Judicial Fees	\$ 1,990.00
Notary Fees	\$ 0.00
Victim Restitution	\$ 0.00
TOTAL	\$ 75,153.00
TOTAL FINES WORKED OUT THROUGH COMMUNITY SERVICE \$ 0.00	

cc: Chief
City Administrator
Finance Department


Municipal Judge

CITY OF CARLSBAD



TRANSPORTATION AND FACILITIES JUNE 2022

Monthly Reports from:

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

A handwritten signature in blue ink that reads 'Terry Mathis'. The signature is written in a cursive style.

Digitally signed by Terry Mathis
DN: cn=Terry Mathis, o=City of Carlsbad, ou=Public Works,
email=tmmathis@cityofcarlsbadnm.com, c=US
Date: 2022.07.06 08:06:11 -06'00'

Reviewed and approved by: Terry Mathis, Deputy Director of Public Works

COMMUNITY SERVICE DEPARTMENT

Monthly Work Report

June 2022

Number of Employees 03	No. of days in the Month 30
Holidays 0	No. of days worked in this month 22

Every Friday during the Summertime and every other Friday during the Wintertime the crew begins and ends each week doing litter control at Eddy House, Spring Park, Ocotillo Trails, Canal, and Canyon St. Six Mile Dam Area, Medians on Greene & Eight St. and around the Cascades. The crew power-wash sidewalks, benches curb, and gutters on Canyon St. between Greene and Stevens St. clean the Cotton Patch property and sprayed bird stop on Canyon St.

Week of June 1st through June 3rd

The Crew trimmed and cleaned out the drain on San Jose Blvd, Mission St., and Plum Street trees.

Week of June 6th through June 10th

The Crew trimmed and cleaned up the right of way and the drain on Pierce Street next to Lowe's. They replaced dirt in planters at The Cascades around Cave Karst Building. The Crew trimmed and cleaned up at The Lucky Bull parking lot, Mermod Street, and Canyon Street. Trimmed bush and cleaned up at the cotton patch, along with median on Greene Street. The crew did litter control on Boyd Drive, from Hidalgo Road to Monterey Street. They covered up graffiti under the Flume area.

Week of June 13th through June 17th

The Crew cleaned up drains on Russell Street, South Canal Street, Southwest LP Gas drain, Pierce Street, behind Verizon, the alley behind Max Title Loan, Joshua Court, drain, and the parking lot behind the mall. The crew sprayed weeds on Church Street, Mermod Street, Lea Street, and Greene Street, cleaned up at The Cascades, also mowed and cleaned up around cattle guard on Standpipe Road.

Week of June 20th through June 24th

The Crew trimmed and cleaned out drains on Sixth Street, Garden Street, W. Riverside Street, and Delta Street, and cleaned up weeds in the yard.

Week of June 27th through June 30th

The Crew cleaned up a fallen tree at the Golf Course and cleaned up on Church Street (Parade Rte). The crew trimmed dead palm leaves on Park Drive and medians. They cleaned up and trimmed the median on Greene Street, Cotton Patch, Lamont Street, and Halagueno Street.

Prepared by:  Digitally signed by Justin Ramos
 DN: cn=Justin Ramos, o=City of Carlsbad,
 ou=Public Works,
 email=jramos@cityofcarlsbadnm.com, c=US
 Date: 2022.07.06 06:03:23 -06'00'

Justin Ramos, Streets Superintendent

CONSTRUCTION DEPARTMENT

Monthly Work Report

June 2022

Number of Employees 10	No. of days in the Month 30
Holidays 0	No. of days worked in this month 22

1. Repaired rock wall at the beach area.
2. Installed shade structure at tennis courts.
3. Installed shade structure at the boat dock near Port Jefferson.
4. Installed bench and concrete pad at tennis courts.
5. Installed table, and bench with concrete pads at boat docks near Port Jefferson.
6. Repaired stone at HAP.
7. Repaired women's restroom door at Sports Complex.
8. Build a sign for Lupe Ornelas.
9. Repaired boats dock at the beach area.
10. Adjusted door at the Garage department.

Prepared by:   Digitally signed by Terry Mathis
DN: cn=Terry Mathis, o=City of Carlsbad, ou=Public Works,
email=tmmathis@cityofcarlsbadnm.com, c=US
Date: 2022.07.01 13:09:16 -0600

Terry Mathis, Public Works Deputy Director

ELECTRICAL DEPARTMENT

Monthly Work Report

June 2022

Number of Employees 08		No. of days in the Month 30
Holidays		No. of days worked in this month 22

Number of Jobs Preformed for Individual Departments

1. Airport	20
2. Golf Course	18
3. Parks	38

4. Waste Water

a. Treatment Plant	17	b. Primary Lift	8
c. Lift Station	22	d. Other	0

5. Water

a. Water Wells	22	b. Double Eagle	13
c. Yard	5	d. Other	0

6. Public Building and Yards

a. City Hall	12	b. Library	04
c. Museum	05	d. Mesa Senior Rec.	06
e. San Jose Sr. Rec.	05	f. Riverwalk Rec.	21
g. Rifle Range	02	h. Community Soup Kitchen	02
i. Antique Lights	23	j. Pecos River Village	05
k. Convention Center	05	l. Civic Center	14
m. Reintegration	0	n. Literacy Building	0
o. Public Works Yard	12	p. Bob Forrest Sports Complex	33
q. Sign Shop	0	r. Port Jefferson	05
s. Landfill	0	t. Solid Waste	13
u. Fire Department	25	v. Police Department	22
w.		x.	

7. Traffic	26
8. Streets	17
9. School Crossing Lights	03
10. Transportation	06
11. Cascades	10
12. Sunnyview Catch Basin	0
13. Underground Line Locates	92

Prepared by _____



Digitally signed by Pat Cass
 DN: cn=Pat Cass, o=City of Carlsbad, ou=Public Works, email=pjcas@cityofcarlsbadnm.com, c=US
 Date: 2022.06.30 15:16:26 -0600'

Patrick Cass, Director of Public Works

Garage
Monthly Work Report
JUNE 2022

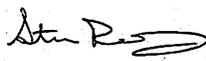
Number of Employees 15	No. of Days In The Month 30
Holidays 0	No. of Day Worked In The Month 24

Mechanics performed necessary repairs and adjustments to keep the Public Work equipment and fleet vehicles operable. They performed preventive maintenance checks on various vehicles and equipment as needed to prevent costly repairs in the future. Made service calls for all departments as required.

Lubrication filled fluid levels on refuse collection trucks daily. Delivered fuel to various locations and projects. They perform preventive maintenance on units (changed oil and filters, lubricated, serviced batteries, and cleaned battery cables) according to maintenance schedule. They checked all vehicles anti-freeze levels and 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. Submitted requisitions and got Purchase Orders for tire repairs and tire purchase for all departments. Delivered tires to different locations. Made services calls for tire repairs or to air tires as required. Kept spare tire room supplies and tire inventory current.

Welding shop performed various repairs on vehicles, equipment and structures as needed. They fabricated, built and repaired various projects for all departments within the City as needed.



Digitally signed by Steven Rodriguez
DN: cn=Steven Rodriguez, o=City of
Carlsbad, ou=Garage Superintendent,
email=srodriguez@cityofcarlsbadnm.
com, c=US
Date: 2022.06.30 13:18:59 -06'00'

Prepared by: _____

Steve Rodriguez, Garage Superintendent

PARKS DEPARTMENT

Monthly Work Report

June 2022

Number of Employees 10		No. of days in the Month 30
Holidays 0		No. of days worked in this month 22

Week of June 1st through June 3rd

Three employees did litter control and replaced trash can liners at the following Park/Areas: The Carlsbad Municipal Beach Park, Riverview Park, The Lower Tansill Area, Martin Luther King Jr. Park, Nick Salcido Fitness Park, and Ray Anaya Plaza De San Jose. Seven employees trimmed The Lake Carlsbad Municipal Park. Two employees mowed The Lake Carlsbad Municipal Park, 5th St. Park, 8th St. Park, Lamont Park, Bryan Circle Park, Spring Park, and McLenathan Park. Two employees power washed Friendship Park, Riverview Park, and Martin Luther King Jr Park Pavilions. Three employees performed maintenance on the Municipal Beach Splash Pad. Three employees replaced several irrigation valves at Riverview Park and repairs at The Carlsbad Library.

Week of June 6th through June 10th

Five employees did litter control and replaced trash can liners at the following Park/Areas: The Carlsbad Municipal Beach Park, Riverview Park, Lower Tansill Area, Martin Luther King Jr. Park, and Nick Salcido Park, and Ray Anaya Plaza De San Jose, Hall Addition Park, Cass Park, Davis Park, Troy Young Park. Two employees mowed 5th St. Park, 8th St. Park, Lamont Park, Smith Park, Cruz Fernandez Park, Sawyers Park, Desert Willow Park, Bryan Circle Park, Spring Park, Troy Young Park, Nick Salcido Fitness Park, Ray Anaya Plaza De San Jose, and Martin Luther King Jr. Park, Davis Park, Alejandro Ruiz Center, and The Lake Carlsbad Municipal Park. Four employees trimmed Hall Addition Park, Cass Park, Davis Park, Troy Young Park, Alejandro Ruiz Center, Martin Luther King Jr. Park, Lower Tansill Park, Veterans Park, and Riverview Park. Two employees did litter control at The Carlsbad Shooting Range. One employee spot sprayed herbicide at Hall Addition, Cass Park, Martin Luther King Jr. Park, Ray Anaya Plaza, Nick Salcido Fitness Park, Riverview Park, and The Lake Carlsbad Municipal Park. Three employees did daily maintenance on the Municipal beach splash pad. Three employees replaced several sprinklers at Riverview and irrigation repairs at Spring Park.

Week of June 13th through June 17th

Four employees mowed did litter control and replaced trash can liners at the following Park/Areas: The Carlsbad Municipal Beach Park, Riverview Park, The Lower Tansill Area, Dr. Martin Luther King Jr. Park, Nick Salcido Park, The Ray Anaya Plaza De San Jose, Cruz Fernandez Park, Arcadia Park, 8th St. Park, 5th St. Park, and Smith Park. One employee spot sprayed herbicide at 8th St. Park, 5th St. Park, McLenathan Park, Smith Park, and Lamont Park. Four employees installed fencing at the new soccer practice field's north end of Lake Carlsbad Municipal Park. Two employees mowed 8th St. Park, Ray Anaya Park, Nick Salcido Fitness Park, McLenathan Park, Lamont Park, 5th St. Park, Lower Tansill Park, Veterans Park, and Lake Carlsbad Municipal Park. Three employees removed a tree in front of the snack shack at The Municipal Beach swim area. Four employees trimmed Smith Park, McLenathan Park, Lamont Park, and 5th St. Park. Three employees did routine maintenance on the Municipal Beach Splash Pad. Three employees made irrigation adjustments at Lake Carlsbad Municipal Park. Three employees did irrigation repairs at Davis Park, Pecos River Conference Center, and Millennium Park.

Week of June 20th through June 24th

Five employees mowed did litter control and replaced trash can liners at the following Parks/Areas: The Carlsbad Municipal Beach Park, Riverview Park, Lower Tansill Area, Martin Luther King Jr. Park, Nick Salcido Park, and Ray Anaya Plaza De San Jose, Lamont Park, Spring Park, Bryan Circle Park, Desert Willow Park, and Sawyer's Park. Two employees mowed playground on the Pecos, James St. Park, Sawyers Park, Desert Willow Park, Bryan Circle Park, Spring Park, Hall Addition Park, Cass Park, Davis

Park, Troy Young Park, and The Lake Carlsbad Municipal Park. Six employees trimmed the river bank from The Carlsbad Municipal Park, Lower Tansill Area, and Riverview Park. Three employees did maintenance on the Municipal Beach Splash Pad. Three employees cleared dirt off sidewalks on Park Drive. Three employees did irrigation repairs at Hall Addition and Will Merchant Park.

Week of June 27th through June 30th

Three employees mowed did litter control and replaced can liners at the following Park/Areas: The Carlsbad Municipal Beach Park, Riverview Park, Lower Tansill Area, Martin Luther King Jr. Park, Nick Salcido Fitness Park, and Ray Anaya Plaza De San Jose. One employee spread sand at the Municipal Beach swim area and volleyball courts. Two employees removed a down tree from The Veterans Park. Two employees mowed Ray Anaya Plaza De San Jose, Nick Salcido Fitness Park, Veterans Park, Martin Luther King Jr. Park, Lower Tansill Area, and Playground on the Pecos, Smith Park, and 5th St. Park, 8th St. Park, Arcadia Park, Cruz Fernandez Park, and The Lake Carlsbad Municipal Park. Five employees trimmed Riverview Park, Bryan Circle Park, Desert Willow, and The Lake Carlsbad Municipal Park. Two employees distributed eighty-five additional roll-outs throughout The Lake Carlsbad Municipal Park. Three employees did maintenance on the Municipal Beach Splash Pad. Three employees replaced irrigation valves and sprinklers at Ira. Stockwell Park.



Digitally signed by Michael Hernandez
DN: cn=Michael Hernandez, o=City of Carlsbad,
ou=Parks Department,
email=mhernandez@cityofcarlsbadnm.com, c=US
Date: 2022.07.05 09:50:25 -0600

Prepared by: _____
Michael Hernandez, Parks Superintendent

Street Monthly Work Report June 2022

Number of Employees 10	No. of days in the Month 30
Holidays 0	No. of days worked in this month 22

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

Week of June 1st through June 10th

The Crew hauled a Tymco sweeper to El Paso for repair, mowed and litter control on the Hobbs Highway, and mowed the El Paso Highway and Area 14. They removed benches and shade structures from the beach parking lot, mowed west Carlsbad, Church, Lea to Jones, and Texas St. The Crew also leveled and graded new areas at the Cemetery, and they patched areas 10, 1, and 2.

Week of June 13th through June 17th

The crew mowed drains at Sunnyview, hauled trash to the landfill, did litter control on Greene Street Highway from Ridgecrest to Orchard Lane, patched up potholes, and repaired concrete on the N. Canal bridge. The Crew bladed the shoulder of Boyd Street from the Hueco Apartments to Juarez Street, cleaned mesquites and weeds from ROW on Standpipe, and cleaned the little McKittrick drain, and the back-filled edge of new pavement along Standpipe Rd.

Week of June 20th through June 24th

The crew hauled trash to the landfill and patched 311's and areas – 5, 4, 6, and 11. They cleaned the drain, bladed alley on the 500 block of Russell, and repaired, clean, and smoothed rock and landscape on 8th Street and Church Street medians.

Week of June 27th through June 30th

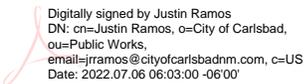
The crew mowed area 9, including Hobbs highway, E. Orchard Lane, Muscatel, Masters, and Mission Street. The crew repaired, cleaned, and leveled the landscape on Park Drive by tennis courts, also cleaned the drain at The Cascades, and set up barrels and barricades around town for the 4th of July. The Crew painted parking stalls at the beach parking lot.

2022 Signs and Markings Division of the Street Department

Type of Sign	Repaired	Stripped	Replaced	Installed	Constructed
Stop Sig	07			11	
Warning Signs	02				
Guide Signs	03			02	
Street Marker Signs	02		02		02
Regulatory Signs	03			04	05

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

- Painted Lea Street double yellow, skip and turn lanes.
- Painted Radio Blvd double yellow Curry – Standpipe.
- Painted double yellow on Canyon Street to Greene Street to S. Canal.
- Painted double yellow on Main Street from Greene Street to Church Street.
- Crew also set up work zones and blockades for different events and road closures, painted medians on 8th Street and Church Street.

Prepared by:  
 Justin Ramos, Street Superintendent

Digitally signed by Justin Ramos
 DN: cn=Justin Ramos, o=City of Carlsbad,
 ou=Public Works,
 email=jrramos@cityofcarlsbadnm.com, c=US
 Date: 2022.07.06 06:03:00 -06'00'

CEMETERY MONTHLY REPORT

June, 2022

	Carlsbad Cemetery	Santa Catarina	Sunset Gardens	Total
Number of Interments:	18	0	3	21
Cremations (Columbarium, included)	11(0)	0	1(0)	12(0)
Babyland	0	0	0	0
Indigent	0	0	0	0
Saturday	1	0	2	3
Double Depth	0	0	0	0
SUNDAY/Holiday	0	0	0	0
Disinterment:	0	0	1	1
Sale of Lots: (Columbaria, included)	36(0)	0	0	36(0)
On Payment Plan:	27	0	0	27
Pre-Need: (Columbaria, included)	27(0)	0	0	27(0)
Meetings:	0	0	0	0
Monument Permits:	0(0)	0	0	0
Complaint/Incident Reports:	1	0	0	1
Vandalism				
Damaged Stone				
Sunken Grave				
Sunken Marker				
Theft				
Flowers				
Maintenance				
Other	1			1
Correspondence:				

CITY OF CARLSBAD

INTER-OFFICE MEMORANDUM

Dale Janway, Mayor

John N. Lowe, City Administrator

July 6, 2022

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 Planning & Zoning Commission

Reappoint: James McCormick 2 year term
Reappoint: Brad Nesser 2 year term
Reappoint: Trent Cornum 2 year term

Carlsbad Walter Gerrells Performing Arts & Exhibitions Center Advisory Board

Reappoint: Danita McCormick 4 year term
Appoint: Kat Davis 4 year term
Appoint: Elizabeth Jackson 4 year term

Carlsbad Public Library Board of Trustees

Reappoint: Veronica Barnhart 4 year term
Reappoint: Deborah Beard 4 year term
Appoint: Mike Campos 4 year term
Appoint: Connie Tate remainder 4 year term

Thank you
DJ/cm



CITY OF CARLSBAD

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

TEMPORARY USE APPLICATION
Sec. 56-80 and Temporary Housing

Application Date: _____

Fee Paid (\$10.00): _____

TYPE OF USE REQUESTED:

- | | |
|---|---|
| <input type="checkbox"/> Carnival, Circus, Fair, Public Event | <input type="checkbox"/> Real Estate Sales Office |
| <input checked="" type="checkbox"/> Parking Lot Sale | <input type="checkbox"/> Temporary Housing |
| <input type="checkbox"/> Garage, Estate, Yard Sale | <input type="checkbox"/> Other |
| <input type="checkbox"/> Natural Disaster, Emergency Personal Assistance Location | |

APPLICANT INFORMATION:

House of God 1403 W Howard St
 NAME ADDRESS
 Carlsbad NM 88220 575-302-0524 Prentiss77@gmail.com
 CITY STATE ZIP PHONE EMAIL

PROPERTY OWNER INFORMATION* (IF DIFFERENT FROM APPLICANT):

City Property 300 Diaz Ray Anoya
 NAME ADDRESS
 CITY STATE ZIP PHONE EMAIL

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

LEGAL DESCRIPTION AND/OR STREET ADDRESS OF PROPERTY (FOR WHICH TEMPORARY USE IS REQUESTED):

ADDRESS	LOT	BLOCK	SUBDIVISION	ZONING
---------	-----	-------	-------------	--------

Description and Duration of Temporary Use:

Tues-Sat
10am - 9pm

Site Plan:

See map

FOR OFFICIAL USE ONLY:

Approved Approved with Conditions Denied By: _____

Approval Date: _____ Permit Expiration Date: _____

Conditions of approval:

SEC. 56-80. TEMPORARY USES.

(a) **Allowed Uses.**

Temporary uses shall be allowed in accordance with the standards of the zoning district and this subsection. These uses require written permission from the property owner and an approved Temporary Use Permit from the Planning Director and in some cases a Business Registration, unless otherwise expressly permitted or allowed.

1. Carnivals, Circuses, Fairs and Public Events. Carnivals, circuses, fairs and public events shall only be approved by the City Council on a case by case basis and shall be in accordance with all applicable regulations. Permission of the property owner is required.
2. Garage, estate and yard sales. Garage, estate and yard sales require a Temporary Use Permit but do not require a business registration and may be conducted, but shall comply with the following minimum requirements:
 - (a) There shall be no more than two such activities per residence per twelve month period;
 - (b) Each sale shall begin and end within a consecutive seventy-two hour (72 hr.) period;
 - (c) Sales shall be conducted on the property of the person selling the goods. Multiple home sales must be held on the property of one or more of the participants;
 - (d) No goods purchased for resale may be offered for sale or sold and no consignment goods may be offered for sale or sold;
 - (e) Directional and advertising signs shall not be located in the public right-of-way or attached to utility poles or other structures located in the public right-of-way; and
 - (f) All directional or advertising signs shall be removed within twenty-four hours (24 hrs.) of the completion of the sale.
3. Natural Disaster and Emergency Personal Assistance Locations. Temporary uses and structures needed to provide personal services as the result of a natural disaster or other health and safety emergency are allowed for the duration of the emergency and do not require a temporary use permit or business registration.
4. Parking Lot Sales. Permission of the property owner is required for parking lot sales. Parking lot sales may include the sale of rugs, blankets, fruits, vegetables, and other such items but does not include the sale of live animals, which is prohibited. Parking lot sales are allowed in the parking lot of a permitted structure or use in the C-1, C-2, and I zoning districts for up to thirty (30) consecutive days at a time.
5. Real Estate Sales Offices. Sales offices are allowed on development sites in any zone until all lots or houses are sold. Use of the sales office for lots or homes outside of the project area is prohibited.
6. Recreational Vehicle as a Temporary Dwelling. A property owner may be permitted to reside in a recreational vehicle, for up to six months (6 mos.), on a building site where a residential building permit has been issued.
7. Recreational Vehicle as a Temporary Office. A business owner or contractor may be permitted to utilize a recreational vehicle as an office, for up to six months (6 mos.), on a building site where a commercial building permit has been issued.
8. Recreational Vehicle for a Night Watchman or Security Guard. A business owner may be permitted to utilize a recreational vehicle as an office for a night watchman or security guard, provided it is not used as a residence.
9. Restaurant, Mobile and Pushcarts. Prior to issuance of a Temporary Use Permit, the applicant is required to provide the City with copies of all approved State of New Mexico permits and City Fire Marshall inspections and a signed affidavit from the property owner authorizing the placement of a mobile restaurant or pushcart on their property.
 - a. Operation of a mobile restaurant or pushcart, in conjunction with a special event, is limited to the duration of the special event.
 - b. If not in conjunction with a special event, operation of a mobile restaurant or pushcart shall be limited to the R-R, C-1, C-2, and I zoning districts. If in conjunction with a special event, operation of a mobile restaurant or push cart shall be permitted any zoning district.
10. Temporary Housing/RV Park. Temporary Housing is defined as: "Housing for individuals or families, on a temporary basis, either in pre-fabricated, self-contained modular structures with other

amenities, OR individual self-contained recreational vehicles, not including tents, truck campers or camper shells. Specifically for the purpose of this definition, Temporary Housing may also be referred to as crew-camp housing, work force housing, congregate residence or employee housing. Residents living within the temporary housing may be employed solely by one company, industry or project or may be employed by a variety of employers.”

Temporary Housing, self-contained is defined as: “Temporary Housing that does not require connection to city utilities, is served by an independent waste water and freshwater delivery service, and that includes sleeping, cooking, dining, toilet and shower facilities, contained within an individual RV or contained within individual or multiple modular structures.”

- c. Temporary Housing is permitted only on land currently (as of the date of approval of these regulations) zoned “C-2” Commercial District, “R-R” Rural Residential District, and “I” Industrial District, excepting the area that constitutes the Carlsbad Airport Industrial Park (CAIP), with a minimum of two acres for the temporary housing area, and where primary access to the area of Temporary Housing is from an Arterial Street, as defined in the Code of Ordinances. The acreage requirement for a Temporary Use Permit for Temporary Housing is not subject to the Appeal (Variance) process as defined in Sec. 56-150(k) of this Zoning Ordinance. All Temporary Use Permit applications for Temporary Housing must fully meet the acreage requirements listed within this section.
- d. The land on which a Temporary Housing Use is permitted shall be properly addressed for 911 purposes.
- e. Temporary Housing shall be connected to city water and sewer utilities or completely self-contained, except for electrical service, which shall be obtained from the service provider. All electrical work must be conducted by a licensed electrician and City electrical permits and inspections are required. The use of generators is prohibited except in an emergency power outage situation.
- f. A site plan shall be provided that identifies:
 - a. the location of all pre-fabricated modular units and/or RV spaces with required setbacks and spacing between units; and
 - b. ingress and egress locations: a minimum of 1 with a minimum width of 24’ combined with an emergency turnaround of at least 100’; and
 - c. vehicular drive aisles - minimum width of 24’ with no on-street parking, minimum chip seal or gravel paving and graded to prevent ruts, muddy and dangerous driving surfaces. Vehicular drive aisles shall remain clear of all obstructions, including vehicles and trailer/RV towing hitches or tongues; and
 - d. emergency access and turn around, if necessary, (minimum 100’ diameter); and
 - e. RV spaces shall be a minimum 20’ in width and 60’ in length, or shall contain an equal amount of square footage (1,200 sq. ft.). There shall be a minimum 14’ between the sides of all recreational vehicles, and a minimum of 8’ between the backs of all recreational vehicles. Any structure, including awnings, attached to or touching a RV shall, for purposes of this separation requirement, be considered part of the RV.
 - f. parking spaces (1 - 9’x18’ space per sleeping unit or recreational vehicle space) Each RV space shall contain within the 20’ minimum width and 60’ minimum length at least one parking space designed for the inhabitant of said RV space. No vehicular parking next to a RV space, or otherwise, shall be allowed to extend past the boundary of said RV space or into the vehicular drive aisle.; and
 - g. visitor parking spaces (1 - 9’x18’ space for every 4 sleeping units) in designated visitor parking area; (one handicap parking space required if park is open to the public) and
 - h. the location of amenities such as park areas, swimming pool, picnic tables and/or recreational activity areas, if provided.
 - i. a utility plan that shows the location, size and details of all lines located on the site as well as connections to temporary housing and any connections to city utilities. The utility plan shall also show the plan and layout for solid waste disposal.
 - j. the location of fire hydrants (*or alternative fire suppression system as approved by the Fire Marshal*) at the entrance of the development, if fire suppression is deemed necessary for the development.
- g. A grading and drainage plan is not required because permanent changes to the site, including grading, are not permitted.

- h. A minimum 6' tall solid (chain link with slats not allowed) perimeter fence (or 20' landscaping buffer complete with vegetation designed to screen the Temporary Development from neighboring properties. Landscaping shall be installed, irrigated and maintained – refer to Sec. 56-110 of this Zoning Ordinance for details concerning approved vegetation and other landscaping requirements.) shall be erected between the area of the site utilized for temporary housing and parking and the public Right-of-Way or any adjacent residentially zoned properties. A non-solid perimeter fence shall be allowed between the Temporary development and any non-residentially zoned property, or any undeveloped property, regardless of zoning. Any solid fence erected shall have the finished side facing the public ROW or adjacent properties to the Temporary Housing development. The purpose of this fence is to define the temporary housing area and to prevent litter and debris from blowing onto adjacent land. A building permit for the fence is required.
- i. A 20' set back from this fence shall be maintained free of obstructions at all times.
- j. A minimum 10' clear separation between all temporary structures shall be maintained at all times.
- k. A minimum 30' set-back from the front property line shall be maintained. This area may be used for landscaping or parking but may not be used for temporary housing units or RV spaces.
- l. If not connecting to City sewer facilities, a copy of a NMED approved Sanitation Plan shall be provided to the City. At a minimum, the Sanitation Plan shall indicate the type of service (storage tank, septic system, daily pick up, etc.) and the sanitary service provider's name and contact information, type of sanitary services provided (grey water, black water, fresh water, litter control, trash collection), the location of proposed solid waste containers, to be approved by the City Utilities Department, the schedule or frequency for such service provision, and the responsible party for immediate clean up if a spill occurs. All temporary housing units and/or RVs must be provided sanitary service on a regular basis, as needed, and identified in the Sanitation Plan.
- m. The Sanitation provider shall comply with all Federal, State, and Local regulations including obtaining a permit from the City Wastewater Department.
- n. Permission to connect to City water and/or sewer facilities is dependent upon approval from the Utilities Department Director. The Director may require detailed plans regarding the size and location of the lines and connections. The developer is responsible for costs associated with the installation of, and connection to, the City facilities, both within the public right-of-way, if applicable, and within the private property used for the temporary housing. All construction work, including connections, will require the proper City permits and inspections will be conducted by the City in order to protect the health, safety and welfare of future temporary housing residents.
- o. Temporary Housing shall not be located within a floodway as delineated on the City's Flood Insurance Rate Maps.
- p. City Code Enforcement personnel may conduct unscheduled periodic inspections of the temporary housing use to ensure regulations and conditions are met.
- q. If the applicant has provided a professional site plan that meets all of the aforementioned requirements, staff shall forward the request to the Planning and Zoning Commission for their recommendation to the City Council. The City Council shall make the final decision regarding the issuance of a Temporary Use Permit for Temporary Housing. The City Council may approve a permit for up to five years. The applicant may seek renewal for the Temporary Housing development if the following considerations and requirements are met:
 - a. the temporary development has not been deemed a public nuisance as determined by the need for repeated police response to the development due to criminal or unsavory behavior of the inhabitants
 - b. the temporary development has remained compliant under the existing City codes, and has avoided repeated violations as determined by City Code Enforcement
 - c. it is determined by the Planning Director that the need for temporary housing still exists within the community. If renewal is requested by an applicant, City staff will verify if a need still exists by contacting permitted RV Parks and mobile home parks to assess vacancy rates.
 - d. upon application for permit renewal, the property owner must submit a detailed plan that indicates what the permanent long term plan for the property shall be, and that the long term plan will be fulfilled within the additional five year renewal. No additional permit renewals will be allowed. *(All Temporary RV Parks currently approved at the time of the passing of this amendment, 3-26-2019, and operating will be allowed two permit renewals.)*

- e. prior to approving a permit renewal, the Fire Marshal shall review the site plan and provide a report indicating fire suppression requirements, including quantity and location of fire hydrants or on-site facilities to be installed immediately. No additional five year renewal will be granted unless the Fire Marshal's requirements are met.
 - r. A Temporary Use Permit for Temporary Housing may be revoked by the City Administrator upon finding that:
 - k. the temporary housing is unsafe
 - l. the housing or grounds are unsanitary
 - m. crime or safety issues are prevalent
 - s. If approved, you are required to contact the City Clerk to obtain a lodger's tax application.
 - t. Water and sewer fees will be based on the number of spaces approved by City Council, not the number of occupied spaces.
 - u. An approved Temporary Use Permit for Temporary Housing runs with the land and is transferrable to the new land owner for the remainder of the permit timeframe. After expiration of the permit, the new owner may apply for a renewal, as provided for in item #16 above.
 - v. The permit period begins when the first unit is placed on-site. The permit period ends as specified by the City Council and renewals expire as specified by the Planning Director.
11. Other Uses. The Planning and Zoning Commission may approve other temporary uses and activities or special events. Such uses shall not jeopardize the health, safety or general welfare, or be injurious or detrimental to properties near the proposed location of the activity. Such uses shall comply with all applicable ordinances, laws, rules, regulations, codes and policies.

(b) General Regulations.

1. All temporary uses shall comply with the provisions of this Section:
 - (a) Permanent changes to the site are prohibited;
 - (b) Permanent signs are prohibited. All temporary signs associated with the temporary use shall comply with all applicable ordinances, laws, rules, regulations, codes and policies and shall be placed no more than seventy-two hours (72 hrs.) in advance of the event, and shall be removed within twenty-four hours (24 hrs.) of the end of the event;
 - (c) Temporary uses shall not violate any applicable conditions of approval that apply to the principal use on the site;
 - (d) All other required permits and licenses, such as health department permits, shall be obtained; and
 - (e) Temporary uses shall be subject to site plan review as required by the Temporary Use Permit process.
2. Approval Criteria.

The Planning Director may approve a Temporary Use Permit if it is determined that all of the following conditions are met:

 - (a) That the proposed site is adequate in size and shape to accommodate the temporary use;
 - (b) That the proposed site is adequately served by streets or highways having sufficient width and improvements to accommodate the kind and quantity of traffic that such temporary use will or could reasonably generate;
 - (c) That adequate parking to accommodate vehicular traffic to be generated by such use will be available either on-site or at alternate locations (with an approved alternative parking plan);
 - (d) That the operation of the requested use at the location proposed and within the time period specified will not endanger, jeopardize or otherwise constitute a menace to the public health, safety or general welfare; and
 - (e) All other required permits have been obtained.
3. Conditions of Approval.

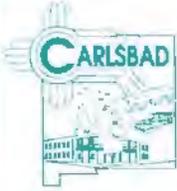
In approving Temporary Use Permits, conditions may be imposed as necessary to reduce or minimize any potential adverse impact upon adjacent property. Conditions shall relate to an impact created or aggravated

by the proposed use and shall be roughly proportional to the impact. For example, any or all of the following conditions may be imposed:

- (a) Provision of temporary parking facilities, including vehicular access, ingress, and egress;
- (b) Control of nuisance factors such as, but not limited to, the prevention of glare or direct illumination of adjacent properties, dirt, dust, gases, heat, noise, odors, smoke and vibrations;
- (c) Limits on temporary buildings, facilities and structures, including height, placement and size, and location of equipment and open spaces, including buffer areas and other setbacks;
- (d) Provision of medical and sanitary facilities;
- (e) Provision of solid waste collection and disposal;
- (f) Provision of safety and security measures;
- (g) Regulation of operating hours and days, including limitation of the duration of the temporary use to a shorter time period than that requested or specified in this Section;
- (h) Submission of a performance bond or other financial guarantee to ensure that any temporary buildings, facilities or structures used for such proposed temporary use will be removed from the site within a reasonable time following the event and that the property will be restored to its former condition; and
- (i) Other conditions deemed appropriate by the City Administrator.



01/12/2022 - 01/25/2022



**City of Carlsbad
BUSINESS REGISTRATION**

No. 1194

2022 ANNUAL

BUS ID: GENR-002526-2022

Business Name: House of Grub

FEE: \$35.00

Contact: Patrick Renfro

REMARKS

Applicable Only at Listed
Location

Location: 1306 W MERMOD ST
Carlsbad, NM 88220

Nature of Business: Service / Mobile Food

Judy Wilster

This is to certify that ~~Establishment~~ conforms with the Provisions of Ordinance No. 857,
City of Carlsbad, New Mexico, and may conduct business for the particular purpose prescribed above.

SUBJECT TO ALL FEDERAL, STATE AND MUNICIPAL REGULATIONS.

MUST BE DISPLAYED IN A PROMINENT LOCATION.

RENEWABLE BY MARCH 16TH



15--CITY OF CARLSBAD
Licensing and Permits Department
101 N Halagueno Street (PO Box 1569)
Carlsbad NM 88220 (88221-1569)

APPLICATION AND INVOICE

Business Registration – CY 2022
TEMPORARY OR ANNUAL

REGISTRATION IS AN EASY 3-STEP PROCESS

Step 1. Verify each item of information in the detail section of the Invoice regarding your business and provide corrections or missing information, where necessary. Instructions are provided on page 2.

Step 2. Sign the form.

Step 3. Return a copy along with your check in the amount of \$35.00 for ANNUAL REGISTRATION or \$10.00 for TEMPORARY REGISTRATION (good for up to ten days) to the Licensing and Permits Department. Checks should be made payable to the CITY OF CARLSBAD. We also accept payment through VISA and MASTERCARD (Complete form on page 2 for credit card payment by mail or fax). The registration fee may be waived for Tax Exempt Corporations.

1. TYPE OF APPLICATION

Date of Application: 6-8-2022

The undersigned hereby requests registration of the Business indicated below:

Annual Registration – Calendar Year 2022 Temporary Registration, as follows:

Waiver of Fee Requested (Tax Exempt Applicant)*

Period: _____
Event: _____

* For Waiver Requests, please submit proof of Tax Exempt Status.

Waiver of Fee Requested (Tax Exempt Applicant)*

2. BUSINESS NAME

DBA or Common: House of God

Full: _____

3. TELEPHONE CONTACT

Business: 575-302-0524

Emergency: 575-302-9223

4. LOCATION OF BUSINESS

Street Number: 1403 ~~Howard St~~ (Building Number)

Prefix: _____ (N, S, E, W)

Street Name: W Howard St

Comment: _____
(Building Name, Suite #, etc.)

5. MAILING ADDRESS

Line 1: 1403 W Howard St

Line 2: _____

City: Carlsbad

State: NM

ZIP: 88220

6. MISCELLANEOUS REQUIRED INFORMATION

A. Primary Contact: Patrick Renfro Title: Owner

Email: Drenfro77@gmail.com

B. NM GRT Number: 03590203005

C. Contractor or Handyman License # (if applicable): _____

D. Organization of Business: sole prop

E. Nature of Business: Food

Business Type _____ Specialty _____

F. Zoning District: _____

1. Is the business an allowed use in this zoning district? Yes No

2. If NO, provide date of Special Property Use approval by City Council: _____

The foregoing information is, to the best of my knowledge and belief, true and correct. It is requested that this business be registered by the City of Carlsbad as required by Chapter 28 of the Carlsbad Code of Ordinances.

P. Renfro Signature Owner Title (Owner, Manager, etc.)

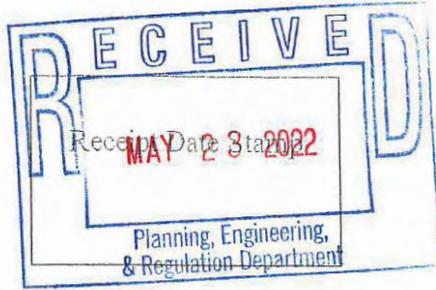


House of Grub - Ray Anaya San Jose Plaza Park



0 50 100 200 Feet

7/6/2022



CITY OF CARLSBAD

Planning, Engineering,
and Regulation Department

PO Box 1569, Carlsbad, NM 88221

Phone (575) 885-1185

Fax (575) 628-8379

TEMPORARY USE APPLICATION

Sec. 56-80 and Temporary Housing

Application Date: 3/23/22

Fee Paid (\$10.00): _____

TYPE OF USE REQUESTED:

- | | |
|---|---|
| <input type="checkbox"/> Carnival, Circus, Fair, Public Event | <input type="checkbox"/> Real Estate Sales Office |
| <input checked="" type="checkbox"/> Parking Lot Sale | <input type="checkbox"/> Temporary Housing |
| <input type="checkbox"/> Garage, Estate, Yard Sale | <input type="checkbox"/> Other |
| <input type="checkbox"/> Natural Disaster, Emergency Personal Assistance Location | |

APPLICANT INFORMATION:

Rosalva C. Ortiz 16146 Standpipe rd
NAME ADDRESS

Carlsbad nm. 88220 (575) 937-8029
CITY STATE ZIP PHONE EMAIL

orosa4747@gmail.com

PROPERTY OWNER INFORMATION* (IF DIFFERENT FROM APPLICANT):

NAME ADDRESS

CITY STATE ZIP PHONE EMAIL

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

LEGAL DESCRIPTION AND/OR STREET ADDRESS OF PROPERTY (FOR WHICH TEMPORARY USE IS REQUESTED):

ADDRESS LOT BLOCK SUBDIVISION ZONING

Description and Duration of Temporary Use:

1 whole year round
Thurs - Sunday
12-10

Site Plan:

FOR OFFICIAL USE ONLY:

Approved Approved with Conditions Denied By: _____

Approval Date: _____ Permit Expiration Date: _____

Conditions of approval:

15--CITY OF CARLSBAD
 Licensing and Permits Department
 101 N Halagueno Street (PO Box 1569)
 Carlsbad NM 88220 (88221-1569)

APPLICATION AND INVOICE
 Business Registration – CY 2022
 TEMPORARY OR ANNUAL

REGISTRATION IS AN EASY 3-STEP PROCESS
 Step 1. Verify each item of information in the detail section of the invoice regarding your business and provide corrections or missing information, where necessary. Instructions are provided on page 2.
 Step 2. Sign the form.
 Step 3. Return a copy along with your check in the amount of \$35.00 for ANNUAL REGISTRATION or \$10.00 for TEMPORARY REGISTRATION (good for up to ten days) to the Licensing and Permits Department. Checks should be made payable to the CITY OF CARLSBAD. We also accept payment through VISA and MASTERCARD (Complete form on page 2 for credit card payment by mail or fax). The registration fee may be waived for Tax Exempt Corporations.

1. TYPE OF APPLICATION
 Date of Application: 5/23/22
 The undersigned hereby requests registration of the Business indicated below:

Annual Registration – Calendar Year 2022
 Temporary Registration, as follows:
 Period: _____
 Event: _____

Waiver of Fee Requested (Tax Exempt Applicant)*
 Waiver of Fee Requested (Tax Exempt Applicant)*

* For Waiver Requests, please submit proof of Tax Exempt Status.

2. BUSINESS NAME
 DBA or Common: 1aqueria Rosa
 Full: _____

3. TELEPHONE CONTACT
 Business: 575 937-8029
 Emergency: _____

4. LOCATION OF BUSINESS
 Street Number: _____ (Building Number)
 Prefix: _____ (N, S, E, W)
 Street Name: _____
 Comment: _____
 (Building Name, Suite #, etc.)

5. MAILING ADDRESS
 Line 1: 1614b Standpipe rd
 Line 2: Carlsbad nm 88220
 City: _____
 State: _____
 ZIP: _____

6. MISCELLANEOUS REQUIRED INFORMATION

A. Primary Contact: Rosalva Ortiz Title: owner
 Email: rosalva4747@gmail.com

B. NM GRT Number: 03-5108016-00-4

C. Contractor or Handyman License # (if applicable): _____

D. Organization of Business: _____

E. Nature of Business: Food truck Specialty: taco truck

F. Zoning District: _____

1. Is the business an allowed use in this zoning district? Yes No

2. If NO, provide date of Special Property Use approval by City Council: _____

The foregoing information is, to the best of my knowledge and belief, true and correct. It is requested that this business be registered by the City of Carlsbad as required by Chapter 28 of the Carlsbad Code of Ordinances.

Rosalva Ortiz Signature Rosalva Ortiz Title (Owner, Manager, etc.)



New Mexico Environment Department
Environmental Health Bureau

Permit to Operate

Owner Name: Rosalva C. Ortiz
Facility Name: Taqueria Rosa's
Location: Buck Jackson Rd., NM 0
Permit Type: Food Retail Permit - Self-Contained Mobile
Permit Number: 038999

Failure to maintain and operate the facility in compliance with the applicable State Regulations may result in suspension or revocation of this permit by an authorized representative of this Department.

Date Issued: November 03, 2021
Date of Expiration: November 30, 2022



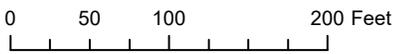
Authorizing Official
NMED

*This permit shall be renewed annually, but is not transferable to another individual, establishment, or location.
This permit must be displayed in conspicuous place.*



11/12/2022 - 01/25/2022

Taqueria's Rosa & The Frozen Cactus Beach Park Mobile Vendor Request 2022



7/6/2022



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

TEMPORARY USE APPLICATION
 Sec. 56-80 and Temporary Housing

Application Date: 06/27/2022

Fee Paid (\$10.00): _____

TYPE OF USE REQUESTED:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Carnival, Circus, Fair , Public Event | <input type="checkbox"/> Real Estate Sales Office |
| <input type="checkbox"/> Parking Lot Sale | <input type="checkbox"/> Temporary Housing |
| <input type="checkbox"/> Garage, Estate, Yard Sale | <input checked="" type="checkbox"/> Other |
| <input type="checkbox"/> Natural Disaster, Emergency Personal Assistance Location | |

APPLICANT INFORMATION:

Dustin Bratcher		206 Poplar St		
NAME		ADDRESS		
Carlsbad	NM	88220	5757069173	thefrozencactusco@gmail.com
CITY	STATE	ZIP	PHONE	EMAIL

PROPERTY OWNER INFORMATION* (IF DIFFERENT FROM APPLICANT):

The Frozen Cactus LLC		Carlsbad Beach Area		
NAME		ADDRESS		
Carlsbad	NM	88220	5757069173	
CITY	STATE	ZIP	PHONE	EMAIL

* A signed affidavit from the property owner(s), consenting to submittal of the application, must be included with the application. *(requesting to set up on city property)*

LEGAL DESCRIPTION AND/OR STREET ADDRESS OF PROPERTY (FOR WHICH TEMPORARY USE IS REQUESTED):

708 Park Dr. Carlsbad NM 88220	8	117	Eisenhart-eggert	
ADDRESS	LOT	BLOCK	SUBDIVISION	ZONING

SEC. 56-80. TEMPORARY USES.

(a) **Allowed Uses.**

Temporary uses shall be allowed in accordance with the standards of the zoning district and this subsection. These uses require written permission from the property owner and an approved Temporary Use Permit from the Planning Director and in some cases a Business Registration, unless otherwise expressly permitted or allowed.

1. **Carnivals, Circuses, Fairs and Public Events.** Carnivals, circuses, fairs and public events shall only be approved by the City Council on a case by case basis and shall be in accordance with all applicable regulations. Permission of the property owner is required.
2. **Garage, estate and yard sales.** Garage, estate and yard sales require a Temporary Use Permit but do not require a business registration and may be conducted, but shall comply with the following minimum requirements:
 - (a) There shall be no more than two such activities per residence per twelve month period;
 - (b) Each sale shall begin and end within a consecutive seventy-two hour (72 hr.) period;
 - (c) Sales shall be conducted on the property of the person selling the goods. Multiple home sales must be held on the property of one or more of the participants;
 - (d) No goods purchased for resale may be offered for sale or sold and no consignment goods may be offered for sale or sold;
 - (e) Directional and advertising signs shall not be located in the public right-of-way or attached to utility poles or other structures located in the public right-of-way; and
 - (f) All directional or advertising signs shall be removed within twenty-four hours (24 hrs.) of the completion of the sale.
3. **Natural Disaster and Emergency Personal Assistance Locations.** Temporary uses and structures needed to provide personal services as the result of a natural disaster or other health and safety emergency are allowed for the duration of the emergency and do not require a temporary use permit or business registration.
4. **Parking Lot Sales.** Permission of the property owner is required for parking lot sales. Parking lot sales may include the sale of rugs, blankets, fruits, vegetables, and other such items but does not include the sale of live animals, which is prohibited. Parking lot sales are allowed in the parking lot of a permitted structure or use in the C-1, C-2, and I zoning districts for up to thirty (30) consecutive days at a time.
5. **Real Estate Sales Offices.** Sales offices are allowed on development sites in any zone until all lots or houses are sold. Use of the sales office for lots or homes outside of the project area is prohibited.
6. **Recreational Vehicle as a Temporary Dwelling.** A property owner may be permitted to reside in a recreational vehicle, for up to six months (6 mos.), on a building site where a residential building permit has been issued.
7. **Recreational Vehicle as a Temporary Office.** A business owner or contractor may be permitted to utilize a recreational vehicle as an office, for up to six months (6 mos.), on a building site where a commercial building permit has been issued.
8. **Recreational Vehicle for a Night Watchman or Security Guard.** A business owner may be permitted to utilize a recreational vehicle as an office for a night watchman or security guard, provided it is not used as a residence.
9. **Restaurant, Mobile and Pushcarts.** Prior to issuance of a Temporary Use Permit, the applicant is required to provide the City with copies of all approved State of New Mexico permits and City Fire Marshall inspections and a signed affidavit from the property owner authorizing the placement of a mobile restaurant or pushcart on their property.
 - a. Operation of a mobile restaurant or pushcart, in conjunction with a special event, is limited to the duration of the special event.
 - b. If not in conjunction with a special event, operation of a mobile restaurant or pushcart shall be limited to the R-R, C-1, C-2, and I zoning districts. If in conjunction with a special event, operation of a mobile restaurant or push cart shall be permitted any zoning district.
10. **Temporary Housing/RV Park.** Temporary Housing is defined as: "Housing for individuals or families, on a temporary basis, either in pre-fabricated, self-contained modular structures with other

amenities, OR individual self-contained recreational vehicles, not including tents, truck campers or camper shells. Specifically for the purpose of this definition, Temporary Housing may also be referred to as crew-camp housing, work force housing, congregate residence or employee housing. Residents living within the temporary housing may be employed solely by one company, industry or project or may be employed by a variety of employers.”

Temporary Housing, self-contained is defined as: “Temporary Housing that does not require connection to city utilities, is served by an independent waste water and freshwater delivery service, and that includes sleeping, cooking, dining, toilet and shower facilities, contained within an individual RV or contained within individual or multiple modular structures.”

- c. Temporary Housing is permitted only on land currently (as of the date of approval of these regulations) zoned “C-2” Commercial District, “R-R” Rural Residential District, and “I” Industrial District, excepting the area that constitutes the Carlsbad Airport Industrial Park (CAIP), with a minimum of two acres for the temporary housing area, and where primary access to the area of Temporary Housing is from an Arterial Street, as defined in the Code of Ordinances. The acreage requirement for a Temporary Use Permit for Temporary Housing is not subject to the Appeal (Variance) process as defined in Sec. 56-150(k) of this Zoning Ordinance. All Temporary Use Permit applications for Temporary Housing must fully meet the acreage requirements listed within this section.
- d. The land on which a Temporary Housing Use is permitted shall be properly addressed for 911 purposes.
- e. Temporary Housing shall be connected to city water and sewer utilities or completely self-contained, except for electrical service, which shall be obtained from the service provider. All electrical work must be conducted by a licensed electrician and City electrical permits and inspections are required. The use of generators is prohibited except in an emergency power outage situation.
- f. A site plan shall be provided that identifies:
 - a. the location of all pre-fabricated modular units and/or RV spaces with required setbacks and spacing between units; and
 - b. ingress and egress locations: a minimum of 1 with a minimum width of 24’ combined with an emergency turnaround of at least 100’; and
 - c. vehicular drive aisles - minimum width of 24’ with no on-street parking, minimum chip seal or gravel paving and graded to prevent ruts, muddy and dangerous driving surfaces. Vehicular drive aisles shall remain clear of all obstructions, including vehicles and trailer/RV towing hitches or tongues; and
 - d. emergency access and turn around, if necessary, (minimum 100’ diameter); and
 - e. RV spaces shall be a minimum 20’ in width and 60’ in length, or shall contain an equal amount of square footage (1,200 sq. ft.). There shall be a minimum 14’ between the sides of all recreational vehicles, and a minimum of 8’ between the backs of all recreational vehicles. Any structure, including awnings, attached to or touching a RV shall, for purposes of this separation requirement, be considered part of the RV.
 - f. parking spaces (1 - 9’x18’ space per sleeping unit or recreational vehicle space) Each RV space shall contain within the 20’ minimum width and 60’ minimum length at least one parking space designed for the inhabitant of said RV space. No vehicular parking next to a RV space, or otherwise, shall be allowed to extend past the boundary of said RV space or into the vehicular drive aisle.; and
 - g. visitor parking spaces (1 - 9’x18’ space for every 4 sleeping units) in designated visitor parking area; (one handicap parking space required if park is open to the public) and
 - h. the location of amenities such as park areas, swimming pool, picnic tables and/or recreational activity areas, if provided.
 - i. a utility plan that shows the location, size and details of all lines located on the site as well as connections to temporary housing and any connections to city utilities. The utility plan shall also show the plan and layout for solid waste disposal.
 - j. the location of fire hydrants (or alternative fire suppression system as approved by the Fire Marshal) at the entrance of the development, if fire suppression is deemed necessary for the development.
- g. A grading and drainage plan is not required because permanent changes to the site, including grading, are not permitted.

- h. A minimum 6'tall solid (chain link with slats not allowed) perimeter fence (or 20' landscaping buffer complete with vegetation designed to screen the Temporary Development from neighboring properties. Landscaping shall be installed, irrigated and maintained – refer to Sec. 56-110 of this Zoning Ordinance for details concerning approved vegetation and other landscaping requirements.) shall be erected between the area of the site utilized for temporary housing and parking and the public Right-of-Way or any adjacent residentially zoned properties. A non-solid perimeter fence shall be allowed between the Temporary development and any non-residentially zoned property, or any undeveloped property, regardless of zoning. Any solid fence erected shall have the finished side facing the public ROW or adjacent properties to the Temporary Housing development. The purpose of this fence is to define the temporary housing area and to prevent litter and debris from blowing onto adjacent land. A building permit for the fence is required.
- i. A 20' set back from this fence shall be maintained free of obstructions at all times.
- j. A minimum 10' clear separation between all temporary structures shall be maintained at all times.
- k. A minimum 30' set-back from the front property line shall be maintained. This area may be used for landscaping or parking but may not be used for temporary housing units or RV spaces.
- l. If not connecting to City sewer facilities, a copy of a NMED approved Sanitation Plan shall be provided to the City. At a minimum, the Sanitation Plan shall indicate the type of service (storage tank, septic system, daily pick up, etc.) and the sanitary service provider's name and contact information, type of sanitary services provided (grey water, black water, fresh water, litter control, trash collection), the location of proposed solid waste containers, to be approved by the City Utilities Department, the schedule or frequency for such service provision, and the responsible party for immediate clean up if a spill occurs. All temporary housing units and/or RVs must be provided sanitary service on a regular basis, as needed, and identified in the Sanitation Plan.
- m. The Sanitation provider shall comply with all Federal, State, and Local regulations including obtaining a permit from the City Wastewater Department.
- n. Permission to connect to City water and/or sewer facilities is dependent upon approval from the Utilities Department Director. The Director may require detailed plans regarding the size and location of the lines and connections. The developer is responsible for costs associated with the installation of, and connection to, the City facilities, both within the public right-of-way, if applicable, and within the private property used for the temporary housing. All construction work, including connections, will require the proper City permits and inspections will be conducted by the City in order to protect the health, safety and welfare of future temporary housing residents.
- o. Temporary Housing shall not be located within a floodway as delineated on the City's Flood Insurance Rate Maps.
- p. City Code Enforcement personnel may conduct unscheduled periodic inspections of the temporary housing use to ensure regulations and conditions are met.
- q. If the applicant has provided a professional site plan that meets all of the aforementioned requirements, staff shall forward the request to the Planning and Zoning Commission for their recommendation to the City Council. The City Council shall make the final decision regarding the issuance of a Temporary Use Permit for Temporary Housing. The City Council may approve a permit for up to five years. The applicant may seek renewal for the Temporary Housing development if the following considerations and requirements are met:
 - a. the temporary development has not been deemed a public nuisance as determined by the need for repeated police response to the development due to criminal or unsavory behavior of the inhabitants
 - b. the temporary development has remained compliant under the existing City codes, and has avoided repeated violations as determined by City Code Enforcement
 - c. it is determined by the Planning Director that the need for temporary housing still exists within the community. If renewal is requested by an applicant, City staff will verify if a need still exists by contacting permitted RV Parks and mobile home parks to assess vacancy rates.
 - d. upon application for permit renewal, the property owner must submit a detailed plan that indicates what the permanent long term plan for the property shall be, and that the long term plan will be fulfilled within the additional five year renewal. No additional permit renewals will be allowed. *(All Temporary RV Parks currently approved at the time of the passing of this amendment, 3-26-2019, and operating will be allowed two permit renewals.)*

- e. prior to approving a permit renewal, the Fire Marshal shall review the site plan and provide a report indicating fire suppression requirements, including quantity and location of fire hydrants or on-site facilities to be installed immediately. No additional five year renewal will be granted unless the Fire Marshal's requirements are met.
 - r. A Temporary Use Permit for Temporary Housing may be revoked by the City Administrator upon finding that:
 - k. the temporary housing is unsafe
 - l. the housing or grounds are unsanitary
 - m. crime or safety issues are prevalent
 - s. If approved, you are required to contact the City Clerk to obtain a lodger's tax application.
 - t. Water and sewer fees will be based on the number of spaces approved by City Council, not the number of occupied spaces.
 - u. An approved Temporary Use Permit for Temporary Housing runs with the land and is transferrable to the new land owner for the remainder of the permit timeframe. After expiration of the permit, the new owner may apply for a renewal, as provided for in item #16 above.
 - v. The permit period begins when the first unit is placed on-site. The permit period ends as specified by the City Council and renewals expire as specified by the Planning Director.
11. Other Uses. The Planning and Zoning Commission may approve other temporary uses and activities or special events. Such uses shall not jeopardize the health, safety or general welfare, or be injurious or detrimental to properties near the proposed location of the activity. Such uses shall comply with all applicable ordinances, laws, rules, regulations, codes and policies.

(b) General Regulations.

1. All temporary uses shall comply with the provisions of this Section:
 - (a) Permanent changes to the site are prohibited;
 - (b) Permanent signs are prohibited. All temporary signs associated with the temporary use shall comply with all applicable ordinances, laws, rules, regulations, codes and policies and shall be placed no more than seventy-two hours (72 hrs.) in advance of the event, and shall be removed within twenty-four hours (24 hrs.) of the end of the event;
 - (c) Temporary uses shall not violate any applicable conditions of approval that apply to the principal use on the site;
 - (d) All other required permits and licenses, such as health department permits, shall be obtained; and
 - (e) Temporary uses shall be subject to site plan review as required by the Temporary Use Permit process.
2. Approval Criteria.

The Planning Director may approve a Temporary Use Permit if it is determined that all of the following conditions are met:

 - (a) That the proposed site is adequate in size and shape to accommodate the temporary use;
 - (b) That the proposed site is adequately served by streets or highways having sufficient width and improvements to accommodate the kind and quantity of traffic that such temporary use will or could reasonably generate;
 - (c) That adequate parking to accommodate vehicular traffic to be generated by such use will be available either on-site or at alternate locations (with an approved alternative parking plan);
 - (d) That the operation of the requested use at the location proposed and within the time period specified will not endanger, jeopardize or otherwise constitute a menace to the public health, safety or general welfare; and
 - (e) All other required permits have been obtained.
3. Conditions of Approval.

In approving Temporary Use Permits, conditions may be imposed as necessary to reduce or minimize any potential adverse impact upon adjacent property. Conditions shall relate to an impact created or aggravated

by the proposed use and shall be roughly proportional to the impact. For example, any or all of the following conditions may be imposed:

- (a) Provision of temporary parking facilities, including vehicular access, ingress, and egress;
- (b) Control of nuisance factors such as, but not limited to, the prevention of glare or direct illumination of adjacent properties, dirt, dust, gases, heat, noise, odors, smoke and vibrations;
- (c) Limits on temporary buildings, facilities and structures, including height, placement and size, and location of equipment and open spaces, including buffer areas and other setbacks;
- (d) Provision of inedical and sanitary facilities;
- (e) Provision of solid waste collection and disposal;
- (f) Provision of safety and security measures;
- (g) Regulation of operating hours and days, including limitation of the duration of the temporary use to a shorter time period than that requested or specified in this Section;
- (h) Submission of a performance bond or other financial guarantee to ensure that any temporary buildings, facilities or structures used for such proposed temporary use will be removed from the site within a reasonable time following the event and that the property will be restored to its former condition; and
- (i) Other conditions deemed appropriate by the City Administrator.



01/12/2022 - 01/25/2022

To whom it may concern,

I, Dustin Bratcher, owner of The Frozen Cactus LLC, am coming before you to request your approval. As soon as the New Mexico Department of Health inspects and approves, we will apply for of City of Carlsbad business permit to be a fully functioning snow cone trailer with 40+ different snow cone flavors. We are hopeful to be able to open as soon as possible. As of now, we have a current year lease with JB and Ami Bratcher operate on their commercial lot, at 1020 N Mesa St. My request before you today, is that you grant The Frozen Cactus LLC permission to operate on public property, specifically the Carlsbad Beach area. If granted access The Frozen Cactus would be honored to be able to participate in the 4th of July celebration, as well as other city events, or any private parties (upon request) within the beach area. I understand that this request is for the Carlsbad Beach Area, and that if I want to set up on any other public land for any other date or event (ie. CavernFest or the Farmer's Market) I would have to request a temporary permit to operate.

Please let me know if you have any questions or concerns. I can be reached at 575-706-9173 or thefrozcactusco@gmail.com.

A handwritten signature in black ink, appearing to read 'Dustin Bratcher', with a stylized flourish at the end.

Dustin Bratcher, Owner

The Frozen Cactus LLC

Taqueria's Rosa & The Frozen Cactus Beach Park Mobile Vendor Request 2022

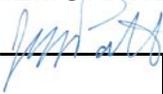


0 50 100 200 Feet

7/6/2022

CITY OF CARLSBAD
AGENDA BRIEFING MEMORANDUM

Meeting Date: 7/12/2022



DEPARTMENT: Planning & Regulation	BY: Jeff Patterson, Planning Director	DATE: 7/5/2022
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SUBJECT: Request for Zone Change from “R-2” Residential 2 District to “C-1” Commercial 1 District for a parcel totaling approximately 0.34 acres, located at 512 Hagerman St., legally described as Lots 12 &14, Block 78, Lowe Subdivision, pursuant to Section 3-21-1 et. Seq. NMSA 1978 and Sections 56-150(b) and 56-140(i), Carlsbad Code of Ordinances.

Applicant:
Chelsie Young
7811 PR6030
Shallowater, TX 79363

Owner:
Joe Pulice
610 W. Pierce #66
Carlsbad, NM 88220

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

SYNOPSIS, HISTORY AND IMPACT (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.):
The applicant has submitted a request for Zone Change from “R-2” Residential 2 District to “C-1” Commercial 1 District for a parcel totaling approximately 0.34 acres, located at 512 Hagerman St., legally described as Lots 12 &14, Block 78, Lowe Subdivision.

The properties to the north, east and west are zoned “R-2” Residential 2 District; the property to the south is zoned “C-1” Commercial 1 District. This request would not create a spot-zone.

Section 56-40(d) states:

(d) Commercial 1 (C-1) District.

The Commercial 1 District is intended to accommodate neighborhood-scale retail, office, and customer service uses. Such uses are regulated in order to reduce adverse impacts on surrounding residential development.

The following *City of Carlsbad Comprehensive Plan 2040* objectives apply to this request:

Chapter 5: Land Use

Objectives:

- *To identify areas of opportunity for infill and redevelopment.*
- *To encourage redevelopment of vacant or underutilized properties for residential, commercial, or mixed-use development.*

According to Zoning Ordinance **Sec. 56-150(b)(4). Amendments**, Findings Required, a statement of fact regarding each of the following findings is required:

- (a) The proposed amendment will or will not adversely impact the public health, safety or general welfare and will or will not promote the original purposes of the Zoning Ordinance; and
- (b) The proposed amendment responds or does not respond to changed conditions, such as changes in

public capital investments, road locations or functional classification, population trends, density, use or further studies that have been completed since adoption of the Zoning Ordinance; and

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

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

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

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

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

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

PLANNING AND ZONING COMMISSION RECOMMENDATION: Based on review of the application and staff comments, at their meeting on June 6, 2022, the Planning and Zoning Commission considered this item and recommended denial with a vote of five (5) in favor of denial, none (0) against, none (0) absent and none (0) abstain.

DEPARTMENT RECOMMENDATION (please check):

	Approval	Denial	n/a		Approval	Denial	n/a
Public Works			X	Code Enforcement Division			X
Fire Department		X		Project Department			X
Legal Department		X		Planning Division		X	
Police Department			X	Building Division			X
Utilities Department		X		Municipal Services			X

DEPARTMENT COMMENTS:

Public Works: No comments.

Fire Department: Recommend denial

Legal Department: Recommend denial

Police Department: No comments.

Utilities Department: Recommend denial

Planning Division: Recommend denial

Code Enforcement: No comments.

Municipal Services: No comments.

Building Department: No comments.

BOARD/COMMISSION/COMMITTEE ACTION:

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

Reviewed by
City Administrator /s/John Lowe Date: 07/07/2022

ATTACHMENTS: Application materials, Ordinance, P & Z Minutes.

ORDINANCE NO. 2022-07

AN ORDINANCE REZONING PART OF "R-2" RESIDENTIAL 2 DISTRICT TO "C-1" COMMERCIAL 1 DISTRICT FOR AN APPROXIMATELY 0.34 ACRE PROPERTY, LOCATED AT 512 WEST HAGERMAN STREET, LEGALLY DESCRIBED LOTS 12 AND 14, BLOCK 78, LOWE SUBDIVISION, PURSUANT TO SECTION 3-21-1 ET. SEQ. NMSA 1978 AND SECTIONS 56-150(B) AND 56-140(I), CARLSBAD CODE OF ORDINANCES.

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

The official zoning map of the City is hereby amended to rezone part of "R-2" Residential 2 District to "C-1" Commercial 1 District, for an approximately 0.34 acre property, located at 512 W. Hagerman St., legally described as:

LOTS 12 AND 14, BLOCK 78, LOWE SUBDIVISION

INTRODUCED, PASSED, ADOPTED AND APPROVED this 12th day of July, 2022.

DALE JANWAY, MAYOR

ATTEST:

CITY CLERK

MINUTES OF THE REGULAR MEETING OF THE

**City of Carlsbad
Planning & Zoning Commission**

Monday, June 6, 2022 at 5:00 p.m.

**Meeting Held in the Janell Whitlock Municipal Complex Council Chambers
114 S. Halagueno St.**



CITY OF CARLSBAD
CARLSBAD, NEW MEXICO

PLANNING AND ZONING COMMISSION

Monday, June 6, 2022 at 5:00 PM
Janell Whitlock Municipal Complex Council Chambers
114 S. Halagueno Street
GoToMeeting ID: 552-164-693
US Phone: (872) 240-3412 Access Code: 552-164-693

1. Roll call of voting members and determination of quorum
2. Approval of Agenda
3. Approval of Minutes from the Meeting held May 2, 2022
4. Remove from Table a consideration for approval of a Variance to allow a 0' rear and side setback located at 3911 Cowboys Country Rd., zoned "R-R" Rural Residential District.
5. Consider approval of a Variance to allow a 0' rear and side setback located at 3911 Cowboys Country Rd., zoned "R-R" Rural Residential District.
6. Consider approval of the Preliminary Plat for Thad Winn Tracts Subdivision, a proposal to create 20 new residential lots for development, zoned "R-R" Rural Residential District.
7. Consider approval of a Variance to allow a 10' rear setback as opposed to the required 20' rear setback for the property located at 4010 S. Doc Holliday Ct., zoned "R-R" Rural Residential District.
8. Consider a recommendation to Council for a Zone Change request for approximately 0.34 acres located at 512 W. Hagerman St., legally described as Lots 12 & 14, Block 78, Lowe Subdivision, from "R-2" Residential 2 District to "C-1" Commercial 1 District.

9. Consider a recommendation to Council for a Zone Change request for approximately 14.08 acres located at 1400 San Jose Blvd., legally described as Tract A of The Replat of part of the NE 1/4SW1/4 and Part of the SE 1/4NW1/4, Section 7, Township 22S., Range 27E., NMPM, from "R-R" Rural Residential District to "C-2" Commercial 2 District.
10. Report regarding Summary Review Subdivisions
11. Adjourn



FOR INFORMATION ONLY

Agendas and Planning and Zoning Commission meeting 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

PLANNING AND ZONING COMMISSION MEETING SCHEDULE

- Regular meeting – Monday, July 11, 2022 at 5:00 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.

**MINUTES OF A REGULAR MEETING OF THE CITY OF CARLSBAD PLANNING &
ZONING COMMISSION HELD IN THE JANELL WHITLOCK MUNICIPAL COMPLEX
COUNCIL CHAMBERS,
114 S. HALAGUENO STREET, JUNE 6, 2022 AT 5:00 P.M.**

VOTING MEMBERS PRESENT:

**JAMES McCORMICK
BRAD NESSER
TRENT CORNUM
LINDA WILSON
VALERIE BRANSON**

**CHAIRPERSON
COMMISSIONER
COMMISSIONER
COMMISSIONER
COMMISSIONER**

VOTING MEMBERS ABSENT:

NONE

EX-OFFICIO MEMBERS PRESENT:

**JEFF PATTERSON
TRYSHA ORTIZ**

**PLANNING DIRECTOR
DEPUTY PLANNING DIRECTOR**

SECRETARY PRESENT:

JUDITH WEBSTER

**PLANNING AND REGULATION
DEPARTMENT SECRETARY**

OTHERS PRESENT:

**DENISE MADRID-BOYEA
CHARLIE GARCIA
SHARON WILLIAMS
DAKOTA MANN
MACHELE PULICE
CHELSIE YOUNG
IAN PHILLIPS
JIMMY BALLARD
SUZANNE BALLARD
TRYSTEN SHEPARD
THAD WINN
TARA LAMB**

**CITY
CITY
505 W. HAGERMAN
3911 COWBOYS COUNTRY RD.
512 W. HAGERMAN
SHALLOWATER, TX
SHALLOWATER, TX
2902 W. PIERCE
2902 W. PIERCE
507 W. HAGERMAN
Via virtual meeting
*Via virtual meeting***

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

0:00:02 Start Recording [5:00:49 PM]

0:00:06 **1. Roll call of Voting Members and Determination of Quorum**

Roll was called, confirming the presence of a quorum of commission members. The following members were present—**Mr. McCormick, Mr. Nesser, Mr. Cornum, Ms. Wilson, Ms. Branson.** Absent—None.

0:00:19 **2. Approval of Agenda**

Mr. Cornum made a motion to approve the Agenda; **Ms. Wilson** seconded the motion. The vote was as follows: **Yes— Mr. McCormick, Mr. Nesser, Mr. Cornum, Ms. Wilson, Ms. Branson.** No—None. Absent— None. Abstained—None. The motion carried.

0:00:55

3. Approval of Minutes from the regular Meeting held May 2, 2022

Mr. Nesser made a motion to approve the Agenda; **Ms. Branson** seconded the motion. The vote was as follows: **Yes— Mr. McCormick, Mr. Nesser, Mr. Cornum, Ms. Wilson, Ms. Branson.** No—None. Absent— None. Abstained—None. The motion carried.

0:01:29

4. Remove from Table a consideration for approval of a Variance to allow a 0' rear and side setback located at 3911 Cowboys Country Rd., zoned "R-R" Rural Residential District.

Mr. Nesser made a motion to remove Item #5 from the table; **Ms. Wilson** seconded the motion. The vote was as follows: **Yes— Mr. McCormick, Mr. Nesser, Mr. Cornum, Ms. Wilson, Ms. Branson.** No—None. Absent— None. Abstained—None. The motion carried.

0:02:47

5. Consider approval of a Variance to allow a 0' rear and side setback located at 3911 Cowboys Country Rd., zoned "R-R" Rural Residential District.

The applicant, **Dakota Mann**, comes to the podium. **Mr. Patterson** explains this request is for a Variance to allow a 0' rear setback as opposed to the minimum 20' rear setback and a 0' side setback as opposed to the minimum 5' side setback. After review by City staff, the Planning Dept. recommends denial of this request. **Mr. Mann** states he can move the shop to be 10' off the rear setback and he is willing to move it in 1-2' further. His neighbor's shop is only 1' off the side setback. There will be no concrete pad under the carport next to his shop. The 10' rear setback will be occupied by the carport he intends to put up. **Mr. Nesser** asks the applicant if he could do a 5' setback instead of 1-2'. **Mr. Mann** states that would be too far into the backyard. **Mr. Nesser** states the Fire Dept. would not be able to get between the shops. **Mr. McCormick** asked about the pitch of the roof of the shop and carport. **Mr. Mann** says they will be pitched East-West. He states he will put up gutters if needed to keep rain water off neighbor's property. **Mr. Patterson** explains that the Fire Chief needs the space in the setbacks to prevent fires from spreading and allow the firefighters to access a structure fire. They want 10' between property buildings. Floor opened for public comment. There was none. **Ms. Wilson** states she recommends the shop be 5' off the side setback. **Mr. Cornum** asks **Mr. Patterson** about the differences for permanent or temporary structures. **Ms. Wilson** states she would make a motion to approve with a 10' rear setback and a 5' side setback.

Ms. Wilson made a motion to approve with the condition of a 10' rear setback and a 5' side setback; **Ms. Branson** seconded the motion. The vote was as follows: **Yes— Mr. McCormick, Mr. Nesser, Mr. Cornum, Ms. Wilson, Ms. Branson.** No—None. Absent— None. Abstained—None. The motion carried as amended.

0:17:40

6. Consider approval of the Preliminary Plat for Thad Winn Tracts Subdivision, a proposal to create 20 new residential lots for development, zoned "R-R" Rural Residential District.

The applicant, **Thad Winn**, joins via virtual meeting. **Mr. Patterson** explains this request is to approve a preliminary plat showing the plans for 20 new residential lots for development, located at the west end of Harvest Ln., west of Standpipe Rd. and north of Hidalgo Rd. The zoning for the property currently is R-R Rural Residential and is approximately 18.6 acres in size. The lots created are required to be at least $\frac{3}{4}$ acres in size to accommodate in ground septic for each lot as there is no city sewer in this area. The applicant has yet to submit preliminary construction drawings for the project that indicate how water will be provided to each lot, as well as street, sidewalk, and curb and gutter construction. The applicant will also need to submit a drainage and grading plan for the project. Upon review, the Planning Dept. recommends denial of this request; if approved, the Planning Dept. recommends the following conditions: 1. The developer shall complete and submit construction plans for review by City staff; 2. The developer

shall submit a plan to bring Harvest Ln. into compliance as a city street built to city specifications; 3. The developer and engineer shall continue to work with City staff as to the infrastructure installed and the design of the infrastructure; 4. The City's Infrastructure inspector shall monitor installation of the approved infrastructure; 5. City staff shall formally accept the infrastructure installed. **Thad Winn** states the by-pass goes through his property. He says it is very rural. He doesn't feel like he should have to put curbs and gutters in because it is so rural. He would like approval so he can start selling the lots, either for houses or mobile homes. He states the City has already brought a water line through the property. **Mr. McCormick** states there would have to be other variances needed. **Mr. Winn** states again he cannot afford to put curbs and gutters in. He states that Carlsbad needs more places for homes. He states the water line crosses the bypass road and goes to his property. **Ms. Ortiz** asks **Mr. Winn** the sizes of lots. He replies they vary a lot – from $\frac{3}{4}$ to 1 acre. **Mr. Winn** says **Mr. Patterson** will help him along the way. Floor opened for public comment. There was none. **Mr. McCormick** states all parts of the plans must be reviewed and approved by the City. **Mr. Winn** asks for them to remember he has City water there already. If approved, he states he will comply with all the City's requirements. **Mr. Patterson** states all the Planning Dept. had to go by was the site plan. The other departments also need plans beyond the site plan. Also the site plan indicates that **Mr. Winn** is planning to keep the City streets that serve the development as easements, which is not allowed. **Mr. Patterson** notes that the property is in a Flood Plain; and **Mr. Winn** would have to provide a plan for grading/elevation prepared by an engineer. Normally when preliminary plans are provided they are more complete; there is not enough provided to make an informed decision. **Mr. Cornum** states because more information must be provided to the City that he would recommend denial. **Mr. Patterson** states if they approved the plat it would start the clock on the 2-year time limit.

Mr. Nesser made a motion to approve with conditions requested by the Planning Dept.; **Ms. Wilson** seconded the motion. The vote was as follows: **Yes— Mr. McCormick, Mr. Nesser, Ms. Wilson. No-- Mr. Cornum, Ms. Branson. Absent— None. Abstained—None.** The motion carried with conditions.

0:38:36 **7. Consider approval of a Variance to allow a 10' rear setback as opposed to the required 20' rear setback for the property located at 4010 S. Doc Holliday Ct., zoned "R-R" Rural Residential District.**

Jose Pina comes to the podium, representing the applicant. **Mr. Patterson** explains this request is to allow a 10' rear setback as opposed to the required 20' rear setback. The applicant would like to place a 30' x 50' metal shop within 10' of the rear property line. **Mr. Pina** states he would like to place the building at 5' not 10' of the property line. **Mr. Patterson** states the Planning Dept. recommends approval with the condition that the structure shall not be placed in/over the platted easement along the south property line. **Mr. Pina** confirms that the structure will have a 10' rear setback and a 5' side setback and stay off the water line. Floor opened for public comment. There was none.

Ms. Wilson made a motion to approve; **Ms. Branson** seconded the motion. The vote was as follows: **Yes— Mr. McCormick, Mr. Nesser, Mr. Cornum, Ms. Wilson, Ms. Branson. No—None. Absent— None. Abstained—None.** The motion carried.

0:43:59 **8. Consider a recommendation to Council for a Zone Change request for approximately 0.34 acres located at 512 W. Hagerman St., legally described as Lots 12 & 14, Block 78, Lowe Subdivision, from "R-2" Residential 2 District to "C-1" Commercial 1 District.**

The applicant, **Chelsie Young**, comes to the podium. **Mr. Patterson** explains this request for a zone change from R-2 Residential to C-1 Commercial District. Due to the residential nature of the neighborhood, the Planning Dept. recommends denial of this request. **Ms. Young** states she would like to build a bakery as a family business – the lot has been in her family for many years and there are still family members living nearby. She states there is a connex there, which they will move. **Ms. Young** notes there is a commercial building across Hagerman St. currently. She would just like to have a small bakery, 5000 sq.ft. or smaller; and there is enough room on the two lots to provide plenty of parking. She says

there are medical businesses and also apartments nearby. Floor opened for public comment. **Sharon Williams** comes to the podium to express opposition to the request. She lives at 505 W. Hagerman; she has circulated a petition among the neighbors to protest this zone change; they feel it is incompatible with the nature of the existing neighborhood; is in direct conflict with residential zoning; there are other more suitable areas in Carlsbad for such a business. Specific areas of concern include: negative impact to property values, increased vehicle traffic, increased noise and congestion, disruption of neighborhood activities, increased pollution from trash accumulation, and negative impact on air quality and light pollution. She states the applicant has an out-of-state address and may not have awareness or appreciation of the impact to the neighborhood. **Ms. Young** states she currently lives in Texas but she has had a connection to the neighborhood for a long time; she grew up there and so did her mother; but it is a dying neighborhood. They are not trying to hurt the neighborhood; they would try to keep the atmosphere of the neighborhood. **Machele Pulice** comes to the podium. She affirms she grew up on the property; and the commercial property across the street did not change anything when it was built. She states they would not do anything to jeopardize the peace and integrity of the neighborhood. **Jim Ballard** comes to the podium. He is in opposition to the zone change and would like it to remain residential. **Mr. McCormick** states once the zone change is granted, it could become used for any type of business. And the applicant presented no drawing or plans for what they want to do. **Mr. Cornum** asks if a Conditional Use permit would be better for the applicant. **Mr. Patterson** replies that doesn't give the applicant very many options. **Ms. Young** comes to the podium and states her building would not be lavish and would go with the neighborhood. **Mr. McCormick** informs her if the zone was changed and they sold the property, the owner would be free to do any other kind of business. **Mr. Cornum** states he recommends denial and suggests the applicant do plans for the property. **Ms. Young** states they did not do professional drawings or plans because they were seeking the zone change first.

Mr. Cornum made a motion for denial; **Mr. Nesser** seconded the motion. The vote was as follows: **Yes— Mr. McCormick, Mr. Nesser, Mr. Cornum, Ms. Wilson, Ms. Branson.** No—None. Absent—None. Abstained—None. The motion was denied.

Mr. Patterson states this will go before City Council at their July 12, 2022 meeting.

1:05:28 **9. Consider a recommendation to Council for a Zone Change request for approximately 14.08 acres located at 1400 San Jose Blvd., legally described as Tract A of The Replat of part of the NE 1/4SW1/4 and Part of the SE 1/4NW1/4, Section 7, Township 22S., Range 27E., NMPM, from "R-R" Rural Residential District to "C-2" Commercial 2 District.**

The applicant, **Melissa Acosta**, does not attend.

Mr. Nesser made a motion to delay this item until the next meeting, which is July 11, 2022; **Ms. Wilson** seconded the motion. The vote was as follows: **Yes— Mr. McCormick, Mr. Nesser, Mr. Cornum, Ms. Wilson, Ms. Branson.** No—None. Absent— None. Abstained—None. The motion carried.

1:08:11 **10. Report regarding Summary Review Subdivisions**

Mr. Patterson gave a report on the Summary Reviews. Nothing unusual was noted.

1:09:52 **11. Adjourn**

There being no other business, the meeting was adjourned.

1:09:57 Stop Recording [6:10:46 PM]



CITY OF CARLSBAD

Planning, Engineering, and Regulation Department

PO Box 1569, Carlsbad, NM 88221

Phone (575) 885-1185

Fax (575) 628-8379

ZONING CHANGE APPLICATION

Sec. 56-150(b)

Application Date: 4/26/22
Existing Zoning: Residential

Fee Paid (\$100.00): _____
Proposed Zoning: Commercial

APPLICANT INFORMATION:

Chelsie Young		7811 PR 6030		
NAME		ADDRESS		
Shallowater TX	79363	806 777 8892	youngchelsie@gmail.com	
CITY	STATE	ZIP	PHONE	EMAIL

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

Joe Pulice		610 W Pierce #66		
NAME		ADDRESS		
Carlsbad NM	88220	575 499 5350		
CITY	STATE	ZIP	PHONE	EMAIL

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

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

512 W Hagerman	12	78	LOWE
ADDRESS	LOT	BLOCK	SUBDIVISION

REASON FOR THE REQUEST

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

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

FOR OFFICIAL USE ONLY:

Required prior to P & Z:

Complete Application Including: Map Fee Letter Notification Sign Agreement

Required prior to City Council:

Council Hearing Date: _____ Publication Date: _____

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

ABM Staff Comments Application Packet Draft Ordinance P&Z Minutes

Council Action: Approved Denied Other Ordinance No.: _____

CITY OF CARLSBAD

AFFIDAVIT BY PROPERTY OWNER(S)

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

APPLICATION TYPE:

[X] ZONING CHANGE [] CONDITIONAL USE [] VARIANCE [] TEMPORARY USE

STATE OF NEW MEXICO)
COUNTY OF EDDY) SS

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

ADDRESS OF PROPERTY: 512 W Hagerman STREET ADDRESS

LEGAL DESSCRPTION: LOWE 78 12 SUBDIVISION BLOCK LOT OR TRACT

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

AGENT: Chelsie Young 806 777 8892 NAME PHONE
7811 PR 6030 shallowater Tx 79363 ADDRESS

I (WE) UNDERSTAND, CONCUR AND AFFIRM:

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

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

OWNER 1:

BY: [Signature] SIGNATURE

BY: Joe Pulice PRINTED NAME

ACKNOWLEDGED, SUBSCRIBED, AND SWORN

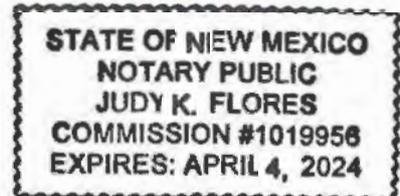
to before me this 26th day of April

20 22, by Joseph A. Pulice II

Notary Public Judy K Flores

My commission expires: 4/4/2024

(ADDITIONAL OWNERS: ATTACH SEPARATE SHEETS AS NECESSARY)



NOTIFICATION SIGN POSTING AGREEMENT

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

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

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



 APPLICANT SIGNATURE

4/25/22

 DATE

Sign issued by: _____
 Staff Member

Date: 4/26/22

Dear Property Owner,

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

Applicant: Chelsie Young 7811 PR 603D Shallowater Tx 79363 ^{806 777 8892}
Name Address Phone

Subject Site Location: 512 W Hagerman Carlsbad, NM 88220

The proposed action is a:

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

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

The purpose of the variance/appeal is:

To build a business on corner lot of Hagerman and Guadalupe

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

Home Occupation: _____

Other Use: _____

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

Date: June 6, 2022

Time: 5:00pm

Place: City Annex Planning Room

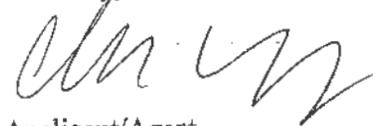
114 S. Halagueno St.

Carlsbad, NM 88220

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

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

Sincerely,



Applicant/Agent

April 26, 2022

To Whom It May Concern:

I Chelsie Young, am a prospective buyer of a Residential lot situated at 512 W. Hagerman (Lot 12 Block 78 Subd LOWE). The conditions on which the property will be purchased is the zoning can be changed from residential to commercial. There has not been a house on this lot for several years. This lot being empty has provided an alternate use for the property that has not contributed to the beautification and production of the town. In general, adding a business can increase the value of nearby homes, thereby increasing property taxes and capital gain. The lot is in a perfect location for my prospective business plan (details of which I would like to spare due to no other business like it existing). While I do not currently live in Carlsbad I do have an attachment to the town. I graduated from Carlsbad High School in 2008 with honors and have continued on in my education to obtain three degrees. I have several family members still living in Carlsbad. I feel strongly that this business will prosper and further advance the economy and commerce of Carlsbad, by creating employment opportunities and increasing public spending. Along with this business, I do have more to offer my hometown of Carlsbad as I am now a Nationally Registered Nurse, which provides the opportunity to support the local Medical Community in their nursing shortage.

I appreciate your time and consideration on this matter. I ask that you consider my request with an open mind to assist me in my journey to contributing to my hometown.

Sincerely,



Chelsie Young

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	
Total Postage and Fees	\$4.33	

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

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\$	\$0.00
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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.58
\$	\$4.33
Total Postage and Fees	
\$	\$4.33

Sent To 505 N Alameda
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\$	\$0.00
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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.58
\$	\$4.33
Total Postage and Fees	
\$	\$4.33

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413 N GUADALUPE
City, State, ZIP+4®
CARLSBAD NM 88220

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

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CARLSBAD NM 88220
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\$	\$0.00
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.58
\$	\$4.33
Total Postage and Fees	
\$	\$4.33

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Street and Apt. No., or PO Box No.
Carlsbad, NM 88220
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\$	\$0.00
Extra Services & Fees (check box, add fee as appropriate)	
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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
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Postage	\$0.58
\$	\$4.33
Total Postage and Fees	
\$	\$4.33

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Carlsbad, NM 88220
City, State, ZIP+4®

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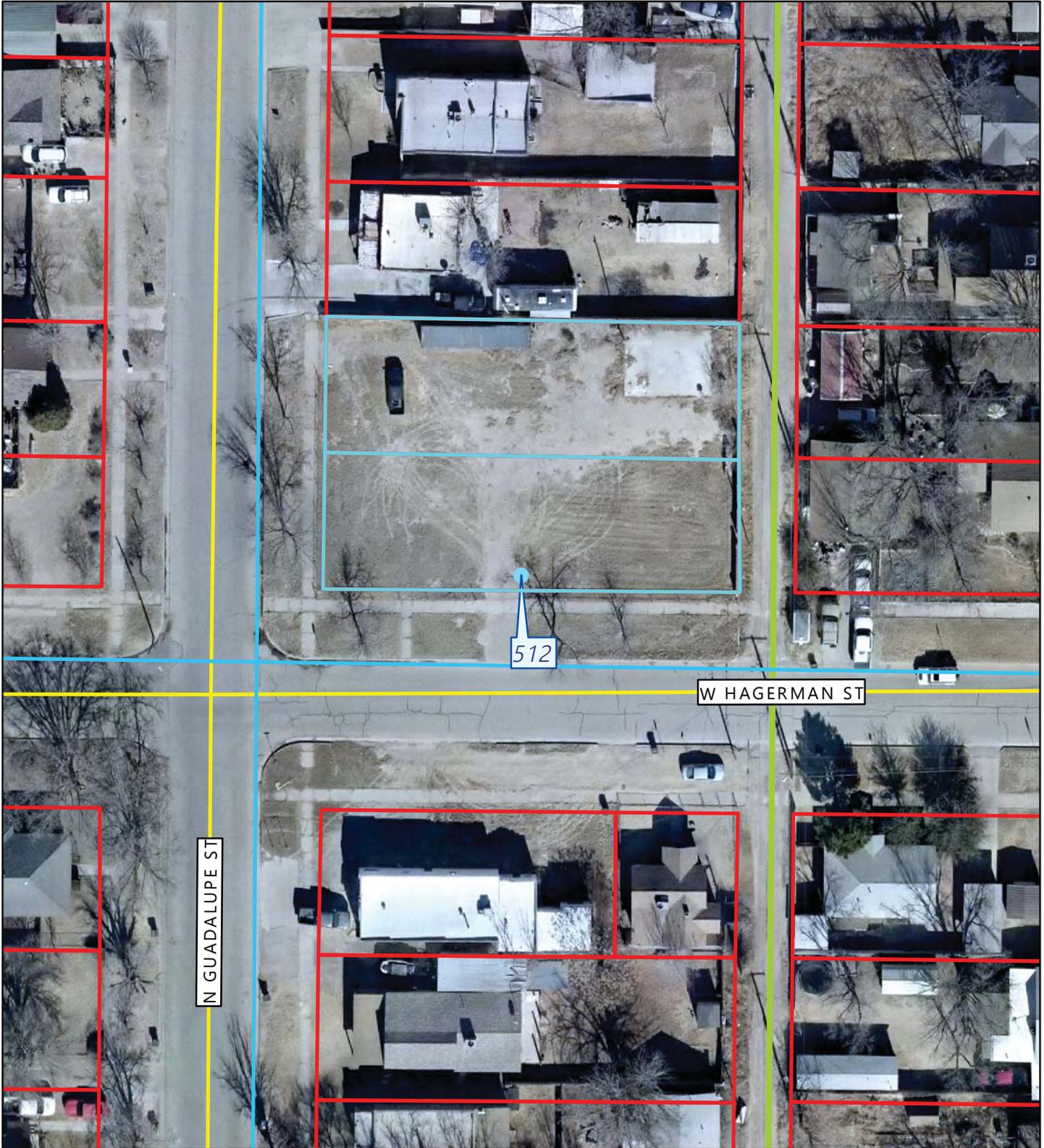
1:600

Zone Change

Map # 2573_ed01

1 inch = 50 feet

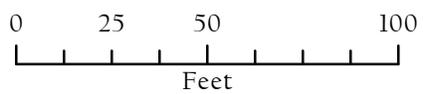
Date: 5/16/2022



512

W HAGERMAN ST

N GUADALUPE ST



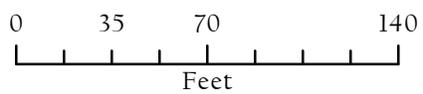
- Carlsbad Address
- Water Main
- Sewer Main
- Roads
- Parcel

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





● Carlsbad Address **Zoning**
— Roads ■ C-1
□ Parcel ■ C-2
 ■ R-2



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

City of Carlsbad GIS

**CITY OF CARLSBAD
AGENDA BRIEFING MEMORANDUM**

COUNCIL MEETING DATE: July 12, 2022

DEPARTMENT: City Clerk	BY: Nadine Mireles 	DATE: July 06, 2022												
SUBJECT: Requirements for Notice of Public Meetings of the Governing Body, Boards, Commissions, Committees, Agencies, Authorities, or other Policymaking Bodies of the City of Carlsbad														
SYNOPSIS, HISTORY and IMPACT (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.): BACKGROUND: The City Clerk's Office is required by NMSA 1978, Section 10-15-1(D), which governs open meetings to annually adopt a Resolution stating the Requirements for Notice of Public Meetings. There have been no changes to the Open Meetings Act since 2013.														
DEPARTMENT RECOMMENDATION: There are no changes and staff recommends approval to be in compliance with the statute required by the State.														
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/John Lowe Date: <u>07/07/2022</u>														

ATTACHMENTS:

Notice of Public Meetings Resolution

RESOLUTION NO. 2022-29

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

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

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

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

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

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

Section 1. Definitions

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

Section 2. Time of Notice

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

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

Section 3. Content and Place of Notice

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

Section 4. Reporting Emergency Matters

As required by NMSA 1978, Sec. 10-15-1(F), within ten (10) days of taking action on an emergency matter, the City Body shall report to the New Mexico Attorney General's Office the

action taken and the circumstances creating the emergency, provided that the requirement to report to the Attorney General is waived upon the declaration of a state or national emergency.

Section 5. Accessibility Accommodations

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

Section 6. Severability

If any section, paragraph, clause or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provision of this Resolution or its application to other situations.

Section 7. Repeal of Inconsistent Material

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

Section 8. Effective date

This Resolution shall become effective upon passage and approval.

INTRODUCED, PASSED, APPROVED AND ADOPTED this 12th day of July, 2022.

DALE JANWAY, MAYOR

ATTEST:

NADINE MIRELES, CITY CLERK

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: July 12, 2022

DEPARTMENT: Legal	BY: Denise Madrid Boyea ^{DB}	DATE: July 1, 2022
SUBJECT: Proposed Resolution requiring the removal of the weeds at 1019 N. Mesa.		
<p>BACKGROUND, ANALYSIS AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)</p> <p>The property commonly known as 1019 N. Mesa is located in a residential area near the intersection of Mesa and Pierce St. This property appears to have a residence that is vacant. The Eddy County Assessor's Office lists C. Emmett Brown, C/O Billie & Maxine Horton as owning or having an interest in the property. The Assessor's records list C. Emmett Brown, C/O Billie & Maxine Horton's address as 2921 Palo Alto St, Carlsbad, NM 88220.</p> <p>The property appears to be vacant (although a vehicle was parked under the carport on June 24, 2022), and has not been maintained. Tall grass and weeds fill the back yard and alley and there is debris and dead trees on the property. Code enforcement has been to the property. This property is a problem and complaints about weeds on the property and alleyway has come to the attention of code enforcement about the condition of the property.</p> <p>The property has been inspected by the City Code Enforcement Officer and the Fire Marshal. They found that the property remains out of compliance with applicable codes. The tall grass, weeds, debris and dead trees remain on the property. The Fire Marshal found that the property presents an extreme fire hazard for responding firefighters and emergency personnel.</p> <p>A resolution has been prepared which, if adopted, would require the property owner to remove all ruins, rubbish, wreckage, debris and weeds from the property within thirty days of the service of the resolution.</p> <p>On June 29, 2022, a certified letter was sent to C. Emmett Brown, C/O Billie & Maxine Horton at the address on the records of the County Assessor at 2921 Palo Alto St, Carlsbad, NM 88220.</p>		
DEPARTMENT RECOMMENDATION: Adopt the proposed resolution.		
BOARD/COMMISSION/COMMITTEE ACTION: N/A		
<input type="checkbox"/> P & Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board
<input type="checkbox"/> Museum Board	<input type="checkbox"/> San Jose Board	<input type="checkbox"/> Water Board
<input type="checkbox"/> Library Board	<input type="checkbox"/> North Mesa Board	<input type="checkbox"/> _____ Committee
		<input type="checkbox"/> APPROVED
		<input type="checkbox"/> DISAPPROVED

Reviewed by:
City Administrator /s/John Lowe **Date:** 07/07/2022

ATTACHMENT(S):
 Proposed Resolution with Attachments
 Photographs
 Letter to **Emmett C. Brown, C/O Billie & Maxine Horton** dated June 29, 2022

RESOLUTION NO. 2022-30

A RESOLUTION FINDING 1019 N. MESA STREET TO BE COVERED WITH RUINS, RUBBISH, WRECKAGE, DEBRIS, AND/OR WEEDS AND REQUIRING THE REMOVAL OF THE RUINS, RUBBISH, WRECKAGE, DEBRIS, AND/OR WEEDS

WHEREAS, the records of the Eddy County Assessor's Office show **Emmett C. Brown c/o Billie & Maxine Horton** to be the owner of or to have an interest in the property commonly known as **1019 N. Mesa Street**, Carlsbad, Eddy County, New Mexico, and more particularly described as:

Subd: SPRINGS AMD BLK B Lot: 17 Block: B Quarter: SW S: 31 T: 21S R: 27E

hereinafter referred to as "Property", and

WHEREAS, the Property has been inspected by the Carlsbad Code Enforcement Officer and the City Fire Marshal; and

WHEREAS, the Code Enforcement Officer and the Fire Marshal found that the Property has not been adequately maintained; and

WHEREAS, the Property contains a large amount of ruins, rubbish, wreckage, and/or debris, and some weeds; and

WHEREAS, the Property is in an unsafe condition and constitutes a hazard to the surrounding properties, residents and passersby; and

WHEREAS, the Code Enforcement Officer found that the specific violations, under Code of Ordinances of the City of Carlsbad, at the Property include, but are not limited to those listed on the attached Exhibit "A"; and

WHEREAS, the City Fire Marshal has inspected the Property and found that the specific violations at the Property under Fire Code include, but are not limited to those listed on the attached Exhibit "B"; and

WHEREAS, the Property and all ruins, rubbish, wreckage, debris, and weeds are a menace to the public comfort, health, peace, and safety and require removal forthwith;

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Carlsbad, Eddy County, New Mexico that:

1. A copy of this Resolution shall be served on the record owner, as shown by the real estate records of the County Clerk, occupants, or agents in charge of the Property. Such service shall be in person if such a person can be found within the City of Carlsbad, New Mexico after a reasonable search.

2. If a record owner, occupant, or agent in charge of the Property cannot be located within the City of Carlsbad, New Mexico, notice shall be by posting at the Property and by publishing this Resolution one time in a newspaper in general circulation in the City of Carlsbad.

3. Within ten days of either the receipt of a copy of this Resolution or the posting and publishing of this Resolution, the owner, occupant, or agent in charge of the Property shall either:

- A. Commence removing all ruins, rubbish, wreckage, debris, and weeds from the premises; or
- B. File a written objection with the Carlsbad Municipal Clerk at 101 N. Halagueno, Carlsbad, New Mexico 88220 and request a hearing before the City Council.

4. If a written objection is filed as required, the City Council shall proceed as directed by Chapter 22, Article II of the Code of Ordinances, City of Carlsbad, New Mexico.

5. **The removal of the ruins, rubbish, wreckage, debris, and weeds shall:**
- A. Begin immediately;**
 - B. Proceed properly and with diligence; and**
 - C. Be completed in a timely manner;**
 - D. BUT IN NO CASE SHALL SUCH WORK TAKE LONGER THAN THIRTY (30) DAYS FROM THE DATE THE RESOLUTION WAS SERVED UNLESS THE CARLSBAD CITY COUNCIL CONSENTS IN WRITING TO AN EXTENSION.**

6. Any removal of the ruins, rubbish, wreckage, debris, or weeds shall leave the property from which the materials have been removed in a clean, level, and safe condition, suitable for further occupancy or construction and with all excavations filled.

7. If the owner, occupant, or agent in charge does not commence the removal of the stated items, and if no written objection is filed as required, or if the removal of the stated items is not completed in a timely manner, the City may remove the ruins, rubbish, wreckage, debris, and/or weeds at the cost and expense of the owner.

8. The reasonable cost of such a removal shall constitute a lien against the ruins, rubbish, wreckage, debris, and/or weeds so removed and against the lot or parcel of land from which it was removed.

9. The City Clerk shall make out, sign, attest, file, and record in the office of the Eddy County Clerk's Office, a claim of lien upon the described premises.

10. The lien shall bear interest at the rate of twelve percent (12%) per annum from the date of filing until paid, together with reasonable attorney's fees for the foreclosure of the same. The lien shall be foreclosed in any manner proved by an applicable state lien foreclosure law.

INTRODUCED, PASSED, ADOPTED, AND APPROVED this 12th day of July, 2022.

DALE JANWAY, MAYOR

ATTEST:

NADINE MIRELES, CITY CLERK



CITY OF CARLSBAD

Planning, Engineering,
and Regulation Department

114 S. Halagueno, PO Box 1569

Carlsbad, New Mexico 88220

Phone (575) 885-1185, Fax (575) 628-8379

CODE ENFORCEMENT REPORT

Case Number: CE- <u>22</u> - <u>37</u>	Date of Complaint: 5/11/2022	Complaint Taken By: M. Devlin
	Complainant Name: Anonymous	Phone Number:
Complaint Location: 1019 N. Mesa St.		
Details of Complaint: Abandoned property. Tall weeds and dead grass, and debris.		
Primary Structure: <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Occupied <input type="checkbox"/> Vacant <input checked="" type="checkbox"/> Secured <input type="checkbox"/> Unsecured <input type="checkbox"/> No structure on property	Photographs Taken (attach): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CE District: <input checked="" type="checkbox"/> North <input type="checkbox"/> South
Narrative: The property appears to be abandoned. There is tall grass and weeds in the back yard and alley. There is also debris and dead trees on the property as well. The property needs to be cleaned up and brought into compliance. The property will eventually attract vagrants and the homeless.		
Disposition of Case: <input type="checkbox"/> No Basis for Complaint: _____ <input checked="" type="checkbox"/> Mailed Notice of Violation/Date: <u>4/12/2022, 4/27/2022</u> <input type="checkbox"/> Door Hanger Notice of Violation/Date: _____ <input type="checkbox"/> Verbal Warning/Date: _____ <input type="checkbox"/> Referred to Other Agency: _____ <input type="checkbox"/> Other: <u>This property has been a problem in the past.</u>		
<i>Melissa Devlin</i> Code Enforcement Signature	M. Devlin Printed Name	5-11-22 Date
Report Information: Entered into Database on: _____ By: _____ Page ___ of ___		

15 CITY OF CARLSBAD

Planning, Engineering, and Regulation Department
Code Enforcement Division
114 S. Halagueno, PO Box 1569
Carlsbad, New Mexico 88220
Phone 575.885.1185, Fax 575.628.8379



NOTICE OF CODE VIOLATION

Date: 04/27/2022
Case: CE- 22 - 37
Address: 1019 N. MESA ST.
Carlsbad, New Mexico 88220

Name and Address of Property Owner or Occupant*
**BROWN, C EMMETT
HORTON, BILLIE & MAXINE C/O
2921 PALO ALTO ST.**

FINAL NOTICE

The following violation(s) of the Carlsbad Code of Ordinances have been identified as existing on your property. It is your responsibility, if you have any control over the property, to take immediate action to correct these violation(s), even if you do not actually occupy the property or if the property is occupied by others.

COMPLETION OF CORRECTIVE ACTION(S) IS REQUIRED NO LATER THAN: 05/07/2022
CORRECTIVE ACTION TO BE TAKEN (WHAT YOU SHOULD DO) BEFORE DEADLINE:
Please remove All trash, junk and debris from the property. Remove any non running vehicles from the property and cut, mow or sterilize all the grass and weeds including those half way through the alley. Remove all dead trees from the property as well. Thank You. Any Question Contact 885-1185, Ext 2238.

CODE VIOLATED:
EXCESS WEEDS - LOTS (CCO 22-64): It shall be unlawful for any owner having charge or control of any lot within the city to permit or maintain on any such lot, including the area located between the property line and the middle of the alley adjacent to the property, and the area located between the property line and the curb, and the area located ten feet outside the property line where there is no curb, any growth of weeds to a greater height than 12 inches, or any accumulation of weeds.

CODE VIOLATED:
VEHICLE STORAGE (CCO 50-06(d)): No person in charge or control of any property within the city, whether as owner, tenant, occupant, lessee or otherwise, shall allow any partially dismantled, non-operating, wrecked, junked or discarded vehicle to remain on such property longer than 48 hours; and no person shall leave any such vehicle on any property within the city for a longer period of time than 48 hours.
THANK YOU!

CODE VIOLATED:

Note: Specific details regarding the applicable ordinance may be obtained from the Code Enforcement Division Office listed above. The complete Code of Ordinances may be found on the City of Carlsbad website: www.cityofcarlsbadnm.com or in the office of the City Clerk.

The required Corrective Active listed above must be initiated immediately and be completed no later than the deadline. Failure to comply with the Ordinances of the City of Carlsbad is subject to specific actions. If the owner of the property cannot be located or refuses compliance, the City may initiate condemnation procedures under Chapter 22, Article II, of the Carlsbad Code of Ordinances to remedy the violation. Under this procedure the City will file a claim of lien against the premises in the amount of the expenditure by the City to correct each violation. Optionally, the City may seek a judgment in Municipal Court for the maximum penalty allowed by ordinance for violation of municipal ordinances. Unless a lesser maximum penalty or a specific penalty is established by ordinance for a particular offense, a fine of not more than \$500 or imprisonment for not more than 90 days, or both, plus court costs, may be imposed by the court.

*Property and owner information is received from the Eddy County Assessor's Office, Occupant, or City records.

Melissa Devlin **M. DEVLIN** **04/27/2022**
Code Enforcement Signature Printed Name Date

U.S. Postal Service™ **22-37**
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Certified Mail Fee \$ 3.75

Extra Services & Fees (check box, add fee to certified fee)

Return Receipt (hardcopy) \$ 2.05

Return Receipt (electronic) \$ _____

Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____

Postage \$.53

Total Postage and Fees \$ 7.33

Sent To
 Brown, Emmitt C/o Horton, Billie +
 Street and Apt. No., or Post Office
2921 Palo Alto St. maxin
 City, State, ZIP+4®
Carlsbad, NM 88220

PS Form 3800, April 2010 For USPS Use Only See Reverse for Instructions

7017 1070 0000 0201 7212

7017 1070 0000 6423 9311

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Return Receipt (electronic) \$ _____

Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____

Postage \$.53

Total Postage and Fees \$ 7.33



Sent To
 Brown, Emmitt C/o Horton, Billie +
 Street and Apt. No., or Post Office
2921 Palo Alto St. maxin
 City, State, ZIP+4®
Carlsbad, NM 88220

PS Form 3800, April 2010 For USPS Use Only See Reverse for Instructions

15 CITY OF CARLSBAD

Planning, Engineering, and Regulation Department
Code Enforcement Division
114 S. Halagueno, PO Box 1569
Carlsbad, New Mexico 88220
Phone 575.885.1185, Fax 575.628.8379



NOTICE OF CODE VIOLATION

Date: 04/12/2022
Case: CE- 22 - 37
Address: 1019 N MESA ST.
Carlsbad, New Mexico 88220

Name and Address of Property Owner or Occupant*
**BROWN, C EMMETT
HORTON, BILLIE & MAXINE C/O
2921 PALO ALTO ST
CARLSBAD, NM 88220**

The following violation(s) of the Carlsbad Code of Ordinances have been identified as existing on your property. It is your responsibility, if you have any control over the property, to take immediate action to correct these violation(s), even if you do not actually occupy the property or if the property is occupied by others.

COMPLETION OF CORRECTIVE ACTION(S) IS REQUIRED NO LATER THAN: 04/22/2022
CORRECTIVE ACTION TO BE TAKEN (WHAT YOU SHOULD DO) BEFORE DEADLINE:
Please remove All trash, junk and debris from the property. Remove any non running vehicles from the property and cut, mow or sterilize all the grass and weeds including those half way through the alley. Thank You. Any Question Contact 885-1185, Ext 2238.

CODE VIOLATED:
EXCESS WEEDS - LOTS (CCO 22-64): It shall be unlawful for any owner having charge or control of any lot within the city to permit or maintain on any such lot, including the area located between the property line and the middle of the alley adjacent to the property, and the area located between the property line and the curb, and the area located ten feet outside the property line where there is no curb, any growth of weeds to a greater height than 12 inches, or any accumulation of weeds.

CODE VIOLATED:
CARE OF PREMISES 506 (CCO Sec. 8-53): It shall be unlawful for the owner or occupant of a residential building, structure, or property to utilize the premises of such residential property for the open storage of any abandoned motor vehicle, motor vehicle parts, ice box, refrigerators, stoves, glass, building material, building rubbish or similar items (including, but not limited to weeds, dead trees, trash, garbage, etc.). **WASTE STORAGE (CCO 22-03):** Any land, within the city, used for open storage of junk, trash or debris is hereby declared to be a public nuisance, and such use of land is prohibited in the city.

CODE VIOLATED:
VEHICLE STORAGE (CCO 50-06(d)): No person in charge or control of any property within the city, whether as owner, tenant, occupant, lessee or otherwise, shall allow any partially dismantled, non-operating, wrecked, junked or discarded vehicle to remain on such property longer than 48 hours; and no person shall leave any such vehicle on any property within the city for a longer period of time than 48 hours.
THANK YOU!

Note: Specific details regarding the applicable ordinance may be obtained from the Code Enforcement Division Office listed above. The complete Code of Ordinances may be found on the City of Carlsbad website: www.cityofcarlsbadnm.com or in the office of the City Clerk.

The required Corrective Active listed above must be initiated immediately and be completed no later than the deadline. Failure to comply with the Ordinances of the City of Carlsbad is subject to specific actions. If the owner of the property cannot be located or refuses compliance, the City may initiate condemnation procedures under Chapter 22, Article II, of the Carlsbad Code of Ordinances to remedy the violation. Under this procedure the City will file a claim of lien against the premises in the amount of the expenditure by the City to correct each violation. Optionally, the City may seek a judgment in Municipal Court for the maximum penalty allowed by ordinance for violation of municipal ordinances. Unless a lesser maximum penalty or a specific penalty is established by ordinance for a particular offense, a fine of not more than \$500 or imprisonment for not more than 90 days, or both, plus court costs, may be imposed by the court.

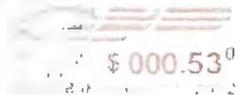
*Property and owner information is received from the Eddy County Assessor's Office, Occupant, or City records.

M. Devlin M. DEVLIN 04/12/2022
Code Enforcement Signature Printed Name Date

LUBBOCK TX 794

14 APR 2022 PM 1

US POSTAGE



15 CITY OF CARLSBAD
Planning, Engineering, and Regulation Departm
Code Enforcement Division
114 S. Halagueno, PO Box 1569
Carlsbad, New Mexico 88220
Phone 575.885.1185, Fax 575.628.8379

mm

MAY - 5

BROWN, CEMME I I
HORTON, BILLIE & MAXINE C/O
2921 PALO ALTO ST
CARLSBAD, NM 88220

NIXLE 794 PE 1 0094/29/22
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
EC: 00221156909 #1371-07398-14-43

The following violation(s) of the Carlsbad Code of O
88220-31662
8822 28225031

93260108/343132

Jun 24, 2022 at 9:01:46 AM



Jun 24, 2022 at 9:01:36 AM



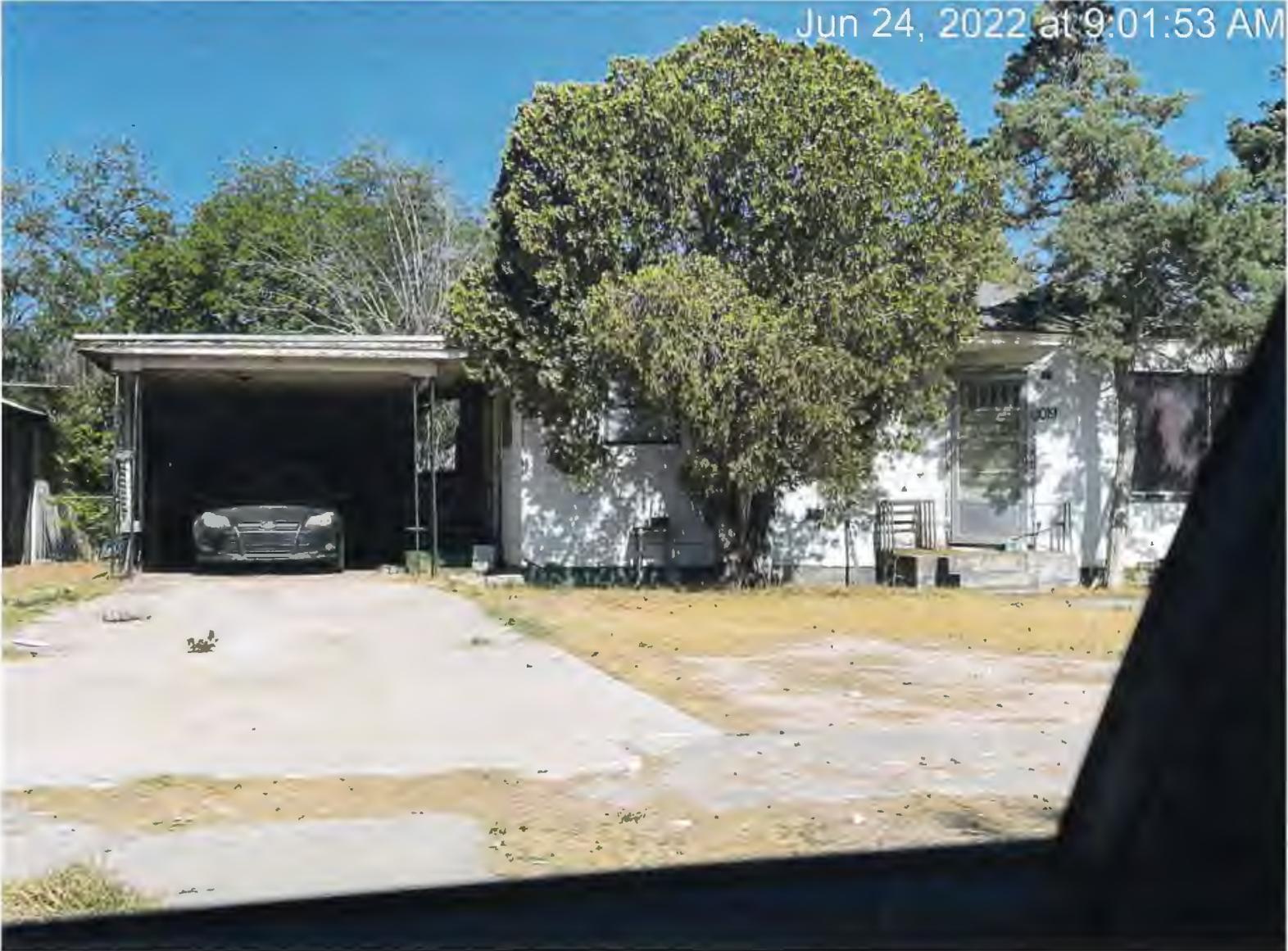
Jun 24, 2022 at 9:01:41 AM



Jun 24 2022 at 9:01:42 AM



Jun 24, 2022 at 9:01:53 AM















Apr 26, 2022 3:02:54 PM
1019 North Mesa
Carlsbad
Eddy County
New Mexico



Apr 26, 2022 3:04:21 PM
1021 North Mesa
Carlsbad
Eddy County
New Mexico



Apr 26, 2022 3:04:27 PM
1021 North Mesa
Carlsbad
Eddy County
New Mexico

City Of Carlsbad
Inter-Office Memorandum

Dale Janway Mayor

John Lowe, City Manager

Date: May 13, 2022

To: Denise Madrid Boyea, City Attorney

From: Ken Ahrens, Assistant Fire Chief

Re: 1019 N. Mesa St.

On May 13, 2022, I inspected a property located at 1019 N. Mesa St. This property presents an *extreme* fire hazard for responding Firefighters and emergency personnel. I recommend that the property be cleaned up and the weeds, debris, and trees be removed under the following fire codes.

The International Fire Code, 2006 edition states:

Section 110 Unsafe Buildings

110.1 General. If during the inspection of a building or structure or any building system, in whole or part, constitutes a clear and inimical threat to human life, safety or health, the fire code official shall issue such notice or orders to remove or remedy the conditions as shall be deemed necessary in accordance with this section and shall refer the building to the building department for any repairs, alterations, remodeling, removing or demolition required.

110.4 Abatement. The owner, operator or occupant of a building or premises deemed unsafe by the fire code official shall abate or cause to be abated or corrected such unsafe conditions by repair, rehabilitation, demolition, or other approved corrective action.

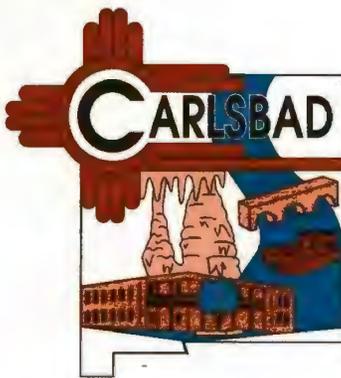
Section 304 Combustible Waste Material

304.1.1 Waste material. Accumulations of wastepaper, wood, hay, straw, weeds, litter, or combustible or flammable rubbish of any type shall not be permitted to remain on a roof or in any court, yard, vacant lot, alley, parking lot, open space, or beneath a grandstand, bleacher, pier, wharf, manufactured home, recreational vehicle, or other similar structure.

304.1.2 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises.



Ken Ahrens, Assistant Fire Chief
Carlsbad Fire Department



DALE JANWAY
MAYOR

Post Office Box 1569
Carlsbad, NM 88221-1569
(575) 887-1191
1-800-658-2713
www.cityofcarlsbadnm.com

JOHN N. LOWE
CITY ADMINISTRATOR

June 29, 2022

C. Emmett Brown
c/o Billie & Maxine Horton
2921 Palo Alto St.
Carlsbad, NM 88220

RE: Dangerous Premises at the property known as 1019 N. Mesa St., Carlsbad, NM

Dear Mr. Brown:

According to the records of the Eddy County Assessor's Office, you are the owner or have an interest in the property commonly known as **1019 N. Mesa St.**, Carlsbad, NM. The property has been inspected by the City Code Enforcement Office and the Fire Marshal. They have found the property to be in violation of a number of health, safety, and building laws.

Because of the condition of the property, a Resolution has been prepared requiring the cleaning of the property. The Carlsbad City Council will consider passing that Resolution at its meeting on **Tuesday, July 12, 2022 at 6:00 PM**. That meeting will be held in the Council Chambers in the Janell Whitlock Municipal Complex at 114 S. Halagueno St., Carlsbad, NM. You are encouraged to come to the meeting and speak with Council about the property. A draft of the Resolution is included with this letter.

If the Council adopts the Resolution, you must begin removing the ruins, rubbish, wreckage, debris, and weeds from the property within ten days and complete the work within thirty days. The property must be left in a clean, level, and safe condition, suitable for further occupancy or construction and with all excavations filled. If the work is not done, the City may do the work itself or hire someone to do the work. All reasonable costs to the City for such work will become a lien against the property. The City may then foreclose the lien as allowed by law.

If you have any questions regarding this matter, please contact me at (575) 887-1191, or at the Municipal Building, 101 N. Halagueno, Carlsbad, NM 88220.

Sincerely,

Denise Madrid Boyea
City Attorney

Enclosure

COUNCILORS

Ward 1
EDDIE T. RODRIGUEZ
LISA A. ANAYA FLORES

Ward 2
JEFF FORREST
J J CHAVEZ

Ward 3
KARLA NIEMEIER
JUDI WATERS

Ward 4
MARK WALTERSCHEID
WESLEY A. CARTER

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: July 12, 2022

DEPARTMENT: Legal	BY: Denise Madrid Boyea <i>DB</i>	DATE: July 1, 2022
SUBJECT: Proposed Resolution requiring the removal of the ruins, rubbish, wreckage, debris and weeds at 816 Lobo Ln.		
BACKGROUND, ANALYSIS AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.) The property commonly known as 816 Lobo Ln., Carlsbad, NM is in a residential neighborhood near the intersection of National Parks Highway and Chapman Rd. This property has an old mobile home/trailer that is vacant and unsecured. The Eddy County Assessor's Office lists Danny D. Lilly and Darlene Lilly as owning or having an interest in the property. The Assessor's records list the Lilly's address as 816 Lobo Ln., Carlsbad, NM 88220. The trailer on the property appears to be un-occupied, has been broken into, has broken doors, broken windows, curling siding, missing skirting and a front porch that is dilapidated. There is a shed in the back of the property full of trash and debris. The lot has not been maintained. Code enforcement has been to the property. This property is a problem and anonymous complaints have come to the attention of code enforcement about the condition of the property. There is trash, debris and weeds throughout the property. The property has been inspected by the City Code Enforcement Officer and the Fire Marshal. They found that the property remains out of compliance with applicable codes. The trash, debris and weeds remain on the property and the trailer needs to be removed or secured. The Fire Marshal found that the property presents an extreme fire hazard for responding firefighters and emergency personnel. A resolution has been prepared which, if adopted, would require the property owner to remove all ruins, rubbish, wreckage, debris and weeds from the property within thirty days of the service of the resolution. On June 29, 2022, a certified letter was sent Danny D. Lilly and Darlene Lilly at the address on the records of the County Assessor at 816 Lobo Ln., Carlsbad, NM 88220.		
DEPARTMENT RECOMMENDATION: Adopt the proposed resolution.		
BOARD/COMMISSION/COMMITTEE ACTION: N/A		
<input type="checkbox"/> P & Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board
<input type="checkbox"/> Museum Board	<input type="checkbox"/> San Jose Board	<input type="checkbox"/> Water Board
<input type="checkbox"/> Library Board	<input type="checkbox"/> North Mesa Board	<input type="checkbox"/> _____ Committee
		<input type="checkbox"/> APPROVED
		<input type="checkbox"/> DISAPPROVED

Reviewed by:
City Administrator /s/John Lowe **Date:** 07/07/2022

ATTACHMENT(S):
Proposed Resolution with Attachments
Photographs
Letter to **Danny D. Lilly and Darlene Lilly** dated June 29, 2022.

RESOLUTION NO. 2022-31

**A RESOLUTION FINDING 816 LOBO LANE
TO BE COVERED WITH RUINS, RUBBISH,
WRECKAGE, DEBRIS, AND/OR WEEDS
AND REQUIRING THE REMOVAL OF THE
RUINS, RUBBISH, WRECKAGE, DEBRIS,
AND/OR WEEDS**

WHEREAS, the records of the Eddy County Assessor's Office show **Danny D. & Darlene Lilly** to be the owners of or to have an interest in the property commonly known as **816 Lobo Lane**, Carlsbad, Eddy County, New Mexico, and more particularly described as:

Subd: HAGERMAN ACRES UNIT 1 Lot: 9 Block: 4 LOT 9 MAP# 270B-HA4-9 CAB# A-77-1 LOT SIZE 50' X 120' MH #M068222

hereinafter referred to as "Property", and

WHEREAS, the Property has been inspected by the Carlsbad Code Enforcement Officer and the City Fire Marshal; and

WHEREAS, the Code Enforcement Officer and the Fire Marshal found that the Property has not been adequately maintained; and

WHEREAS, the Property contains a large amount of ruins, rubbish, wreckage, and/or debris, and some weeds; and

WHEREAS, the Property is in an unsafe condition and constitutes a hazard to the surrounding properties, residents and passersby; and

WHEREAS, the Code Enforcement Officer found that the specific violations, under Code of Ordinances of the City of Carlsbad, at the Property include, but are not limited to those listed on the attached Exhibit "A"; and

WHEREAS, the City Fire Marshal has inspected the Property and found that the specific violations at the Property under Fire Code include, but are not limited to those listed on the attached Exhibit "B"; and

WHEREAS, the Property and all ruins, rubbish, wreckage, debris, and weeds are a menace to the public comfort, health, peace, and safety and require removal forthwith;

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Carlsbad, Eddy County, New Mexico that:

1. A copy of this Resolution shall be served on the record owner, as shown by the real estate records of the County Clerk, occupants, or agents in charge of the Property. Such service shall be in person if such a person can be found within the City of Carlsbad, New Mexico after a reasonable search.

2. If a record owner, occupant, or agent in charge of the Property cannot be located within the City of Carlsbad, New Mexico, notice shall be by posting at the Property and by publishing this Resolution one time in a newspaper in general circulation in the City of Carlsbad.

3. Within ten days of either the receipt of a copy of this Resolution or the posting and publishing of this Resolution, the owner, occupant, or agent in charge of the Property shall either:

A. Commence removing all ruins, rubbish, wreckage, debris, and weeds from the premises; or

B. File a written objection with the Carlsbad Municipal Clerk at 101 N. Halagueno, Carlsbad, New Mexico 88220 and request a hearing before the City Council.

4. If a written objection is filed as required, the City Council shall proceed as directed by Chapter 22, Article II of the Code of Ordinances, City of Carlsbad, New Mexico.

5. The removal of the ruins, rubbish, wreckage, debris, and weeds shall:

A. Begin immediately;

B. Proceed properly and with diligence; and

C. Be completed in a timely manner;

D. BUT IN NO CASE SHALL SUCH WORK TAKE LONGER THAN THIRTY (30) DAYS FROM THE DATE THE RESOLUTION WAS SERVED UNLESS THE CARLSBAD CITY COUNCIL CONSENTS IN WRITING TO AN EXTENSION.

6. Any removal of the ruins, rubbish, wreckage, debris, or weeds shall leave the property from which the materials have been removed in a clean, level, and safe condition, suitable for further occupancy or construction and with all excavations filled.

7. If the owner, occupant, or agent in charge does not commence the removal of the stated items, and if no written objection is filed as required, or if the removal of the stated items is not completed in a timely manner, the City may remove the ruins, rubbish, wreckage, debris, and/or weeds at the cost and expense of the owner.

8. The reasonable cost of such a removal shall constitute a lien against the ruins, rubbish, wreckage, debris, and/or weeds so removed and against the lot or parcel of land from which it was removed.

9. The City Clerk shall make out, sign, attest, file, and record in the office of the Eddy County Clerk's Office, a claim of lien upon the described premises.

10. The lien shall bear interest at the rate of twelve percent (12%) per annum from the date of filing until paid, together with reasonable attorney's fees for the foreclosure of the same. The lien shall be foreclosed in any manner proved by an applicable state lien foreclosure law.

INTRODUCED, PASSED, ADOPTED, AND APPROVED this 12th day of July, 2022.

DALE JANWAY, MAYOR

ATTEST:

NADINE MIRELES, CITY CLERK



CITY OF CARLSBAD

*Planning, Engineering,
and Regulation Department*
114 S. Halagueno, PO Box 1569
Carlsbad, New Mexico 88220
Phone (575) 885-1185, Fax (575) 628-8379

CODE ENFORCEMENT REPORT

Case Number: CE- <u>22</u> - <u>013</u>	Date of Complaint: 1/28/22	Complaint Taken By: EHarrell
	Complainant Name: Anon	Phone Number:

Complaint Location:
816 Lobo

Details of Complaint:
Weeds/trash outside of trailer and on porch. Trash and debris around the outside of house. Door busted in.

Primary Structure: <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Occupied <input checked="" type="checkbox"/> Vacant <input type="checkbox"/> Secured <input checked="" type="checkbox"/> Unsecured <input type="checkbox"/> No structure on property	Photographs Taken (attach): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CE District: <input type="checkbox"/> North <input checked="" type="checkbox"/> South
---	--	--

Narrative:
Weeds and trash, an old trailer that has been broken into. Doors are busted open and is unsecured. Masonite type Siding is curling and coming apart from the whole trailer. Skirting is missing. The windows are broken. The front porch is falling apart. The shed in the back is full of trash and debris. Will start a condemnation and request for either a removal of the trailer or to board it up.

Disposition of Case:

No Basis for Complaint: _____

Mailed Notice of Violation/Date: Certified on 1/28/22

Door Hanger Notice of Violation/Date: _____

Verbal Warning/Date: _____

Referred to Other Agency: _____

Other: Will ask fire marshal for an inter office memo to start a condemnation. Will ask the building department for an inter office memo to remove the trailer.

	EHarrell	2/24/22
Code Enforcement Signature	Printed Name	Date

Report Information:
Entered into Database on: _____ By: _____ Page ___ of ___

15 CITY OF CARLSBAD
 Planning, Engineering, and Regulation Department
 Code Enforcement Division
 101 N. Halagueno St., PO Box 1569
 Carlsbad, New Mexico 88220
 Phone (575) 885-1185, Fax (575) 628-8379

NOTICE OF CODE VIOLATION



Date: 1/28/2022
 Case: CE- 22 - 013
 Address: 816 Lobo
 Carlsbad, New Mexico 88220

Name and Address of Property Owner or Occupant*
 4-157-131-055-422
 LILLY, DANNY D & DARLENE J (JT)
 816 LOBO LN
 CARLSBAD, NM 88220

The following violation(s) of the Carlsbad Code of Ordinances have been identified as existing on your property. It is your responsibility, if you have any control over the property, to take immediate action to correct these violation(s), even if you do not actually occupy the property or if the property is occupied by others.

COMPLETION OF CORRECTIVE ACTION(S) IS REQUIRED NO LATER THAN: 2/7/2022

CORRECTIVE ACTION TO BE TAKEN (WHAT YOU SHOULD DO) BEFORE DEADLINE:

Please clean this property from any junk/trash/debris and weeds. Is this trailer abandoned? Board this trailer up or bring up to code. **This will be your only notice before a condemnation will be filed.** Thank you for your compliance. Any questions call 575-885-1185 ext. 2239

CODE VIOLATED:

DILAPIDATED BUILDINGS AND STRUCTURES
 Sec. 22-32. - Determination; resolution requiring removal
 Whenever any building or structure is ruined, damaged and dilapidated, or any premises covered with runs, rubbish, wreckage, debris or weeds, the city council may, by resolution, find that the ruined, damaged and dilapidated building or structure or weed covered premises is a menace to the public comfort, health, peace or safety and require the removal from the city of the building, structure, ruin, rubbish, wreckage, debris or weeds

CODE VIOLATED:

WASTE STORAGE (CCO 22-03): Any land, within the city, used for open storage of junk, trash or debris is hereby declared to be a public nuisance, and such use of land is prohibited in the city.

CODE VIOLATED:

EXCESS WEEDS - LOTS (CCO 22-64): It shall be unlawful for any owner having charge or control of any lot within the city to permit or maintain on any such lot, including the area located between the property line and the middle of the alley adjacent to the property, and the area located between the property line and the curb, and the area located ten feet outside the property line where there is no curb, any growth of weeds to a greater height than 12 inches, or any accumulation of weeds.

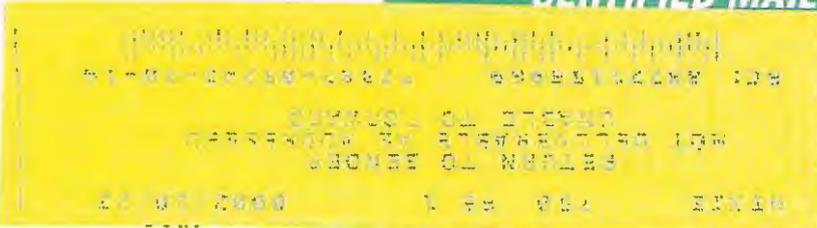
Note: Specific details regarding the applicable ordinance may be obtained from the Code Enforcement Division Office listed above. The complete Code of Ordinances may be found on the City of Carlsbad website: www.cityofcarlsbadnm.com or in the office of the City Clerk.

The required Corrective Active listed above must be initiated immediately and be completed no later than the deadline. Failure to comply with the Ordinances of the City of Carlsbad is subject to specific actions. If the owner of the property cannot be located or refuses compliance, the City may initiate condemnation procedures under Chapter 22, Article II, of the Carlsbad Code of Ordinances to remedy the violation. Under this procedure the City will file a claim of lien against the premises in the amount of the expenditure by the City to correct each violation. Optionally, the City may seek a judgment in Municipal Court for the maximum penalty allowed by ordinance for violation of municipal ordinances. Unless a lesser maximum penalty or a specific penalty is established by ordinance for a particular offense, a fine of not more than \$500 or imprisonment for not more than 90 days, or both, plus court costs, may be imposed by the court.

*Property and owner information is received from the Eddy County Assessor's Office, Occupant, or City records.

EHarrell EHarrell 1/28/2022
 Code Enforcement Signature Printed Name Date

CERTIFIED MAIL



3387



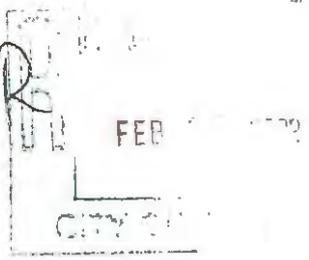
US POSTAGE
ZIP 88220 \$007.33⁰
02 4W
0000344691 JAN 31 2022

101 N. Halagueno St., PO Box 1569
Carlsbad, New Mexico 88220
Phone (575) 885-1185, Fax (575) 628-8379

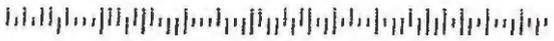


4-157-131-030-456
HUNT, JAMES C
In Care Of Name HUNT, LEE
806 CABALLO RD
CARLSBAD, NM 88220-9248

WNR



The following violation(s) of the Carlsbad Code of Ordinanc
88220-911106



PLACE STICKER AT TOP OF ENVELOPE, TO THE RIGHT OF THE RETURN ADDRESS FOLD AT DOTTED LINE

CERTIFIED MAIL



7017 1070 0000 6424 3394
7017 1070 0000 6424 3394

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To Danny Lilly

Street and Apt. No., or P.O. Box No. 816 Lobo

City, State, ZIP+4® Carlsbad NM 88220

PS Form 3800, April 2015 PSN 7530-02-000-0047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Danny Lilly
816 Lobo
CARLSBAD, NM

2. Article Number (Transfer from service label)

7017 1070 0000 6424 3394



COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Insured Mail

Insured Mail Restricted Delivery (over \$500)

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Return Receipt for Merchandise

Signature Confirmation™

Signature Confirmation Restricted Delivery

2-14

CERTIFIED MAIL



15 CITY OF CARLSBAD
Planning, Engineering
Code Enforcement I

7017 1070 0000 6424 3394

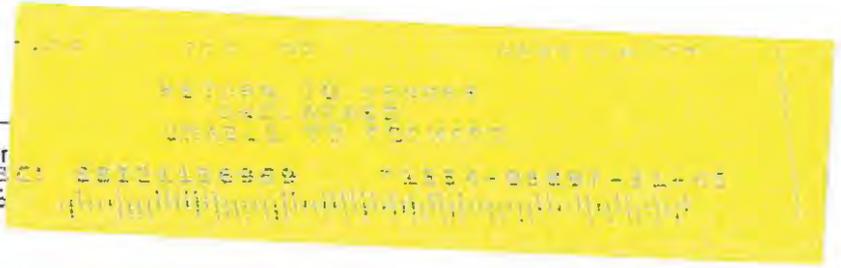
101 N. Halagueno St., PO Box 1569
Carlsbad, New Mexico 88220
Phone (575) 885-1185, Fax (575) 628-8379



US POSTAGE
ZIP 88220 \$ 007.33⁰
02 4W
0000344691 JAN 11 2022

UAC

4-157-131-055-422
LILLY, DANNY D & DARLENE J (JT)
816 LOBO LN
CARLSBAD, NM 88220



The following violation(s) of the Carlsbad Code of Ordinances

88220-10316



Feb 22, 2022 11:22:24 AM
816 Lobo Lane
Carlsbad
Eddy County
New Mexico

Jun 24, 2022 at 9:33:56 AM



Jun 24, 2022 at 9:34:09 AM



Jun 24, 2022 at 9:34:21 AM



Jun 24, 2022 at 9:34:35 AM



Jun 24, 2022 at 9:34:47 AM



Jun 24, 2022 at 9:36:18 AM



Jun 24, 2022 at 9:36:13 AM



Jun 24, 2022 at 9:36:11 AM



Jun 24, 2022 at 9:35:59 AM



Jun 24, 2022 at 9:35:43 AM



Jun 24, 2022 at 9:35:38 AM



Jun 24, 2022 at 9:35 24 AM



Jun 24, 2022 at 9:34:53 AM



City Of Carlsbad
Inter-Office Memorandum

Dale Janway Mayor

John Lowe, City Manager

Date: March 21, 2022

To: Denise Madrid Boyea, City Attorney

From: Ken Ahrens, Assistant Fire Chief

Re: 816 Lobo Rd

On March 18, 2022, I inspected a property located at 816 Lobo Rd. This property presents an *extreme* fire hazard for responding Firefighters and emergency personnel. I recommend that the buildings be secured or demolished, the property be cleaned up, and the weeds and debris be removed under the following fire codes.

The International Fire Code, 2006 edition states:

Section 110 Unsafe Buildings

110.1 General. If during the inspection of a building or structure or any building system, in whole or part, constitutes a clear and inimical threat to human life, safety or health, the fire code official shall issue such notice or orders to remove or remedy the conditions as shall be deemed necessary in accordance with this section and shall refer the building to the building department for any repairs, alterations, remodeling, removing or demolition required.

110.1.1 Unsafe Conditions. Structures or existing equipment that are or here after become unsafe or deficient because of inadequate means of egress or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or which involve illegal or improper occupancy or inadequate maintenance shall be deemed an unsafe condition. A vacant structure which is not secured against unauthorized entry as required by Section 311 shall be unsafe.

110.1.2 Structural Hazards. When an apparent structural hazard is caused by the faulty installation, operation or malfunction of any of the items or devices governed by this code, the fire official shall immediately notify the building official in accordance with Section 110.1

110.4 Abatement. The owner, operator or occupant of a building or premises deemed unsafe by the fire code official shall abate or cause to be abated or corrected such unsafe conditions by repair, rehabilitation, demolition, or other approved corrective action.

Section 304 Combustible Waste Material

304.1.1 Waste material. Accumulations of wastepaper, wood, hay, straw, weeds, litter, or combustible or flammable rubbish of any type shall not be permitted to remain on a roof or in any court, yard, vacant lot, alley, parking lot, open space, or beneath a grandstand, bleacher, pier, wharf, manufactured home, recreational vehicle, or other similar structure.

304.1.2 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises.

Section 311 Vacant Premises

311.1 General. Temporarily unoccupied buildings, structures, premises, or portions thereof including tenant spaces shall be safeguarded and maintained in accordance with this section.

311.1.1 Abandoned premises. Buildings, structures and premises for which an owner cannot be identified or located by dispatch of a certificate of mailing to the last known address, which persistently or repeatedly become unprotected or unsecure, which have been occupied by unauthorized persons or for illegal purposes, or which present a danger of structural collapse or fire spread to adjacent properties shall be considered, declared unsafe and abated by demolition or rehabilitation.

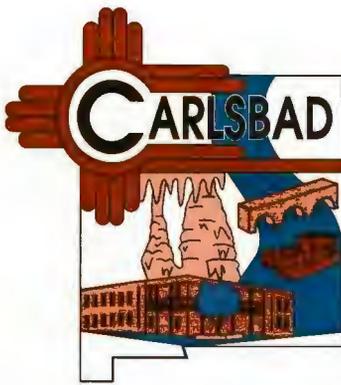
311.2 Safeguarding vacant premises. Temporarily unoccupied buildings, structures, premises, or portions thereof shall be secured and protected in accordance with this section.

311.2.2 Security. Exterior openings and interior openings accessible to other tenants or authorized persons shall be boarded, locked, blocked or otherwise protect to prevent entry by unauthorized individuals. The Fire Code Official is authorized to placard, post signs, erect barrier tape or take similar measures as necessary to secure public safety.

311.3 Removal of combustibles. Persons owning, or in charge of a vacant building or portion thereof, shall remove therefrom all accumulations of combustible material, flammable or combustible waste or rubbish and shall securely lock or otherwise secure doors, windows, and other openings to prevent entry by unauthorized persons. The premises shall be maintained clear of waste or hazardous materials.

A handwritten signature in black ink, appearing to read 'Ken Ahrens', written in a cursive style.

Ken Ahrens, Assistant Fire Chief
Carlsbad Fire Department



DALE JANWAY
MAYOR

Post Office Box 1569
Carlsbad, NM 88221-1569
(575) 887-1191
1-800-658-2713
www.cityofcarlsbadnm.com

JOHN N. LOWE
CITY ADMINISTRATOR

June 29, 2022

Danny D. & Darlene Lilly
816 Lobo Ln..
Carlsbad, NM 88220

RE: Dangerous Premises at the property known as 816 Lobo Lane, Carlsbad, NM

Dear Mr. & Mrs. Lilly:

According to the records of the Eddy County Assessor's Office, you are the owner or have an interest in the property commonly known as 816 Lobo Lane, Carlsbad, NM. The property has been inspected by the City Code Enforcement Office and the Fire Marshal. They have found the property to be in violation of a number of health, safety, and building laws.

Because of the condition of the property, a Resolution has been prepared requiring the cleaning of the property. The Carlsbad City Council will consider passing that Resolution at its meeting on **Tuesday, July 12, 2022 at 6:00 PM**. That meeting will be held in the Council Chambers in the Janell Whitlock Municipal Complex at 114 S. Halagueno St., Carlsbad, NM. You are encouraged to come to the meeting and speak with Council about the property. A draft of the Resolution is included with this letter.

If the Council adopts the Resolution, you must begin removing the ruins, rubbish, wreckage, debris, and weeds from the property within ten days and complete the work within thirty days. The property must be left in a clean, level, and safe condition, suitable for further occupancy or construction and with all excavations filled. If the work is not done, the City may do the work itself or hire someone to do the work. All reasonable costs to the City for such work will become a lien against the property. The City may then foreclose the lien as allowed by law.

If you have any questions regarding this matter, please contact me at (575) 887-1191, or at the Municipal Building, 101 N. Halagueno, Carlsbad, NM 88220.

Sincerely,

Denise Madrid Boyea
City Attorney

Enclosure

COUNCILORS

Ward 1
EDDIE T. RODRIGUEZ
LISA A. ANAYA FLORES

Ward 2
JEFF FORREST
J J CHAVEZ

Ward 3
KARLA NIEMEIER
JUDI WATERS

Ward 4
MARK WALTERSCHEID
WESLEY A. CARTER

**CITY OF CARLSBAD
AGENDA BRIEFING MEMORANDUM**

Council Meeting Date: July 12, 2022

DEPARTMENT: Legal	BY: Denise Madrid Boyea	DATE: July 1, 2022	
SUBJECT: Proposed Resolution requiring the removal of the ruined, damaged or dilapidated buildings or structure, ruins, rubbish, wreckage, weeds, debris at 910 Alvarado			
BACKGROUND, ANALYSIS AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.) <p>The property commonly known as 910 Alvarado is in a residential neighborhood near the intersection of Alvarado and Boyd Dr. There appears to be an abandoned residence on the property and a large amount of rubbish, debris and weeds.</p> <p>The Eddy County Assessor's Office lists Thomas D. Martinez Estate and Kristine Martinez as owning or having an interest in the property. The Assessor's records lists Thomas D. Martinez Estate and Kristine Martinez' address as 605 Elora Dr., Carlsbad, NM 88220</p> <p>The property appears to be vacant, the doors and windows are broken and unsecured, there is a large amount of trash, junk and debris visible outside and inside the residence and the property has not been maintained. Code enforcement has been to the property. This property is an ongoing problem. A letter was sent by certified mail to the owner on 4/25/22. The property has been inspected by the City Code Enforcement Officer and the Fire Marshal. They found that the property remains out of compliance with applicable codes. The overgrown weeds, damaged, ruined or dilapidated structure, trash, junk and debris remains on the property. The Fire Marshal found that the property presents an extreme fire hazard for responding firefighters and emergency personnel.</p> <p>A resolution has been prepared which, if adopted, would require the property owner to remove all ruins, dilapidated structure, rubbish, wreckage, debris and weeds from the property within thirty days of the service of the resolution.</p> <p>On June 29, 2022, a certified letter was sent to Thomas D. Martinez Estate and Kristine Martinez at the address on the records of the County, 605 Elora Dr., Carlsbad, NM, which invited her to attend the meeting and speak with Council about the property.</p>			
DEPARTMENT RECOMMENDATION: Adopt the proposed resolution.			
BOARD/COMMISSION/COMMITTEE ACTION: N/A			
<input type="checkbox"/> P & Z <input type="checkbox"/> Lodgers Tax Board <input type="checkbox"/> Cemetery Board <input type="checkbox"/> APPROVED <input type="checkbox"/> Museum Board <input type="checkbox"/> San Jose Board <input type="checkbox"/> Water Board <input type="checkbox"/> DISAPPROVED <input type="checkbox"/> Library Board <input type="checkbox"/> North Mesa Board <input type="checkbox"/> _____ Committee			

Reviewed by:
City Administrator /s/John Lowe **Date:** 07/07/2022

ATTACHMENT(S):
 Proposed Resolution with Attachments
 Photographs
 Letter to **Thomas D. Martinez Estate** and **Kristine Martinez** dated June 29, 2022.

RESOLUTION NO. 2022- 32

A RESOLUTION FINDING THE BUILDINGS OR STRUCTURES AT THE PROPERTY COMMONLY KNOWN AS 910 ALVARADO STREET TO BE RUINED, DAMAGED, AND DILAPIDATED AND FINDING THE PREMISES TO BE COVERED WITH RUINS, RUBBISH, WRECKAGE, WEEDS, DEBRIS; AND REQUIRING THE REMOVAL OF THE BUILDINGS, STRUCTURES, RUINS, RUBBISH, WRECKAGE, WEEDS, AND DEBRIS

WHEREAS, the records of the Eddy County Assessor's Office show **Thomas D. Martinez Estate & Kristine Martinez** to be the owners of or to have an interest in the property commonly known as **910 Alvarado Street**, Carlsbad, Eddy County, New Mexico, and more particularly described as:

Subd: NORMANDY Lot: 1 Block: 3

hereinafter referred to as "Property", and

WHEREAS, the Property has been inspected by the Carlsbad Code Enforcement Officer, the Fire Marshal and the Certified Building Official; and

WHEREAS, the Carlsbad Code Enforcement Officer, the Fire Marshal and the Certified Building Official found that the Property has not been adequately maintained; and

WHEREAS, the Property contains a large amount of ruins, rubbish, wreckage, and/or debris, and some weeds; and

WHEREAS, the Property is in an unsafe condition and constitutes a hazard to the surrounding properties, residents and passersby; and

WHEREAS, the Carlsbad Code Enforcement Officer found that the specific violations, under Code of Ordinances of the City of Carlsbad, at the Property include, but are not limited to those listed on the attached Exhibit "A"; and

WHEREAS, the City Fire Marshal has inspected the Property and found that the specific violations at the Property under Fire Code include, but are not limited to those listed on the attached Exhibit "B"; and

WHEREAS, the specific Building Code violations include, but are not limited to those listed on the attached Exhibit "C;" and

WHEREAS, the Property and all structures, ruins, rubbish, wreckage, debris, and weeds are a menace to the public comfort, health, peace, and safety and require removal forthwith.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Carlsbad, Eddy County, New Mexico that:

1. A copy of this Resolution shall be served on the record owners, as shown by the real estate records of the County Clerk, occupants, or agents in charge of the Property. Such service shall be in person if such a person can be found within the City of Carlsbad, New Mexico after a reasonable search.

2. If a record owners, occupant, or agent in charge of the Property cannot be located within the City of Carlsbad, New Mexico, notice shall be by posting at the Property and by publishing this Resolution one time in a newspaper in general circulation in the City of Carlsbad.

3. Within ten days of either the receipt of a copy of this Resolution or the posting and publishing of this Resolution, the owner, occupant, or agent in charge of the Property shall either:

- A. Commence removing all ruins, rubbish, wreckage, debris, and weeds from the premises; or
- B. File a written objection with the Carlsbad Municipal Clerk at 101 N. Halagueno, Carlsbad, New Mexico 88220 and request a hearing before the City Council.

4. If a written objection is filed as required, the City Council shall proceed as directed by Chapter 22, Article II of the Code of Ordinances, City of Carlsbad, New Mexico.

5. The removal of the structure, ruins, rubbish, wreckage, debris, and weeds shall:

- A. Begin immediately;**
- B. Proceed properly and with diligence; and**
- C. Be completed in a timely manner;**
- D. BUT IN NO CASE SHALL SUCH WORK TAKE LONGER THAN THIRTY (30) DAYS FROM THE DATE THE RESOLUTION WAS SERVED UNLESS THE CARLSBAD CITY COUNCIL CONSENTS IN WRITING TO AN EXTENSION.**

6. Any removal of the structures, ruins, rubbish, wreckage, debris, or weeds shall leave the property from which the materials have been removed in a clean, level, and safe condition, suitable for further occupancy or construction and with all excavations filled.

7. If the owner, occupant, or agent in charge does not commence the removal of the stated items, and if no written objection is filed as required, or if the removal of the stated items is not completed in a timely manner, the City may remove the structures, ruins, rubbish, wreckage, debris, and/or weeds at the cost and expense of the owner.

8. The reasonable cost of such a removal shall constitute a lien against the structures, ruins, rubbish, wreckage, debris, and/or weeds so removed and against the lot or parcel of land from which it was removed.

9. The City Clerk shall make out, sign, attest, file, and record in the office of the Eddy County Clerk's Office, a claim of lien upon the described premises.

10. The lien shall bear interest at the rate of twelve percent (12%) per annum from the date of filing until paid, together with reasonable attorney's fees for the foreclosure of the same. The lien shall be foreclosed in any manner proved by an applicable state lien foreclosure law.

INTRODUCED, PASSED, ADOPTED, AND APPROVED this 12th day of July, 2022.

DALE JANWAY, MAYOR

ATTEST:

NADINE MIRELES, CITY CLERK



CITY OF CARLSBAD

*Planning, Engineering,
and Regulation Department*

114 S. Halagueno, PO Box 1569

Carlsbad, New Mexico 88220

Phone (575) 885-1185, Fax (575) 628-8379

CODE ENFORCEMENT REPORT

Case Number: CE- <u>22</u> - <u>039</u>	Date of Complaint: 4/18/22	Complaint Taken By: EHarrell
	Complainant Name: Anon	Phone Number:

Complaint Location:
910 Alvarado

Details of Complaint:
Junk/trash/debris
falling fence
house is trashed

Primary Structure: <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Occupied <input checked="" type="checkbox"/> Vacant <input type="checkbox"/> Secured <input checked="" type="checkbox"/> Unsecured <input type="checkbox"/> No structure on property	Photographs Taken (attach): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CE District: <input type="checkbox"/> North <input checked="" type="checkbox"/> South
---	--	--

Narrative:
 Lots of junk/trash/debris
 Will send letter. Update: Assessor shows owner as Kristine Martinez, but her property manager, Johnny Martinez came into our office with the certified letter and said the house is under contract of sale. Mr. Martinez was at the property trying to clean, someone with the police dept told him to leave the property, he was not the owner, he was trespassing. He said, Kristine Martinez is trying to get the property back.
 Certified letter was sent: USPS tracking still shows in moving in the USPS network, but Mr. Martinez brought the letter in with him when he came into our office.

Disposition of Case:

No Basis for Complaint: _____

Mailed Notice of Violation/Date: Certified on 4/25/22

Door Hanger Notice of Violation/Date: _____

Verbal Warning/Date: _____

Referred to Other Agency: _____

Other: Will ask fire marshal and building department for an inter office memo to start a condemnation.

	EHarrell	4/25/22
Code Enforcement Signature	Printed Name	Date

Report Information:
 Entered into Database on: _____ By: _____ Page ___ of ___

Track Another Package +

Tracking Number: 70171070000064243271

Remove X

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

USPS Tracking Plus[®] Available ∨

In Transit to Next Facility

May 1, 2022

Get Updates ∨

Feedback

Text & Email Updates



Tracking History



May 1, 2022

In Transit to Next Facility

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

April 27, 2022, 3:26 pm

Departed USPS Regional Facility
LUBBOCK TX DISTRIBUTION CENTER

April 26, 2022, 10:08 pm

Arrived at USPS Regional Facility

USPS Tracking Plus®



Product Information



See Less

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs

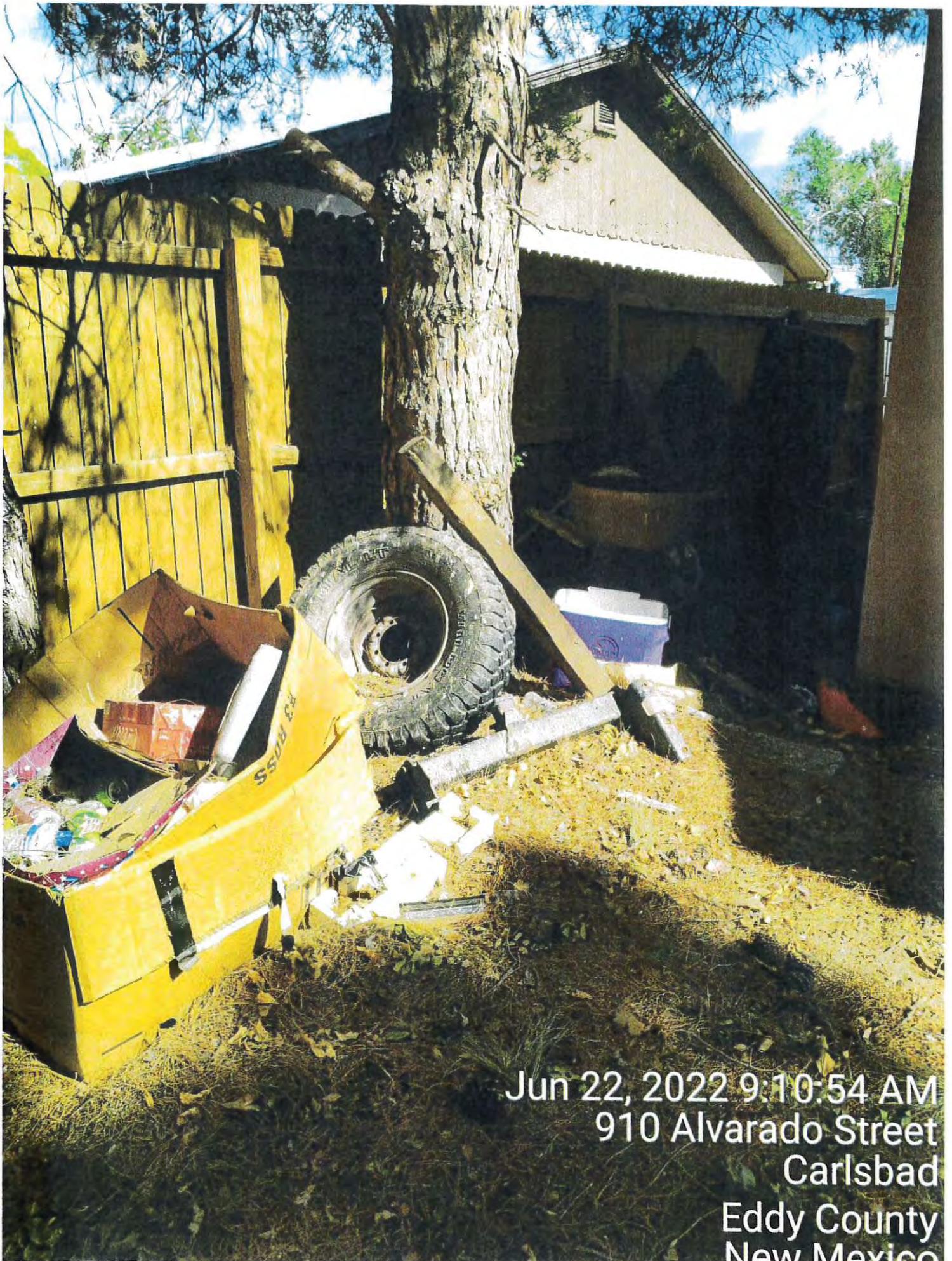
Feedback



Apr 26, 2022 3:18:24 PM
910 Alvarado Street
Carlsbad
Eddy County
New Mexico



Jun 22, 2022 9:11:02 AM
910 Alvarado Street
Carlsbad
Eddy County
New Mexico



Jun 22, 2022 9:10:54 AM
910 Alvarado Street
Carlsbad
Eddy County
New Mexico



Jun 22, 2022 9:10:43 AM
910 Alvarado Street
Carlsbad
Eddy County
New Mexico



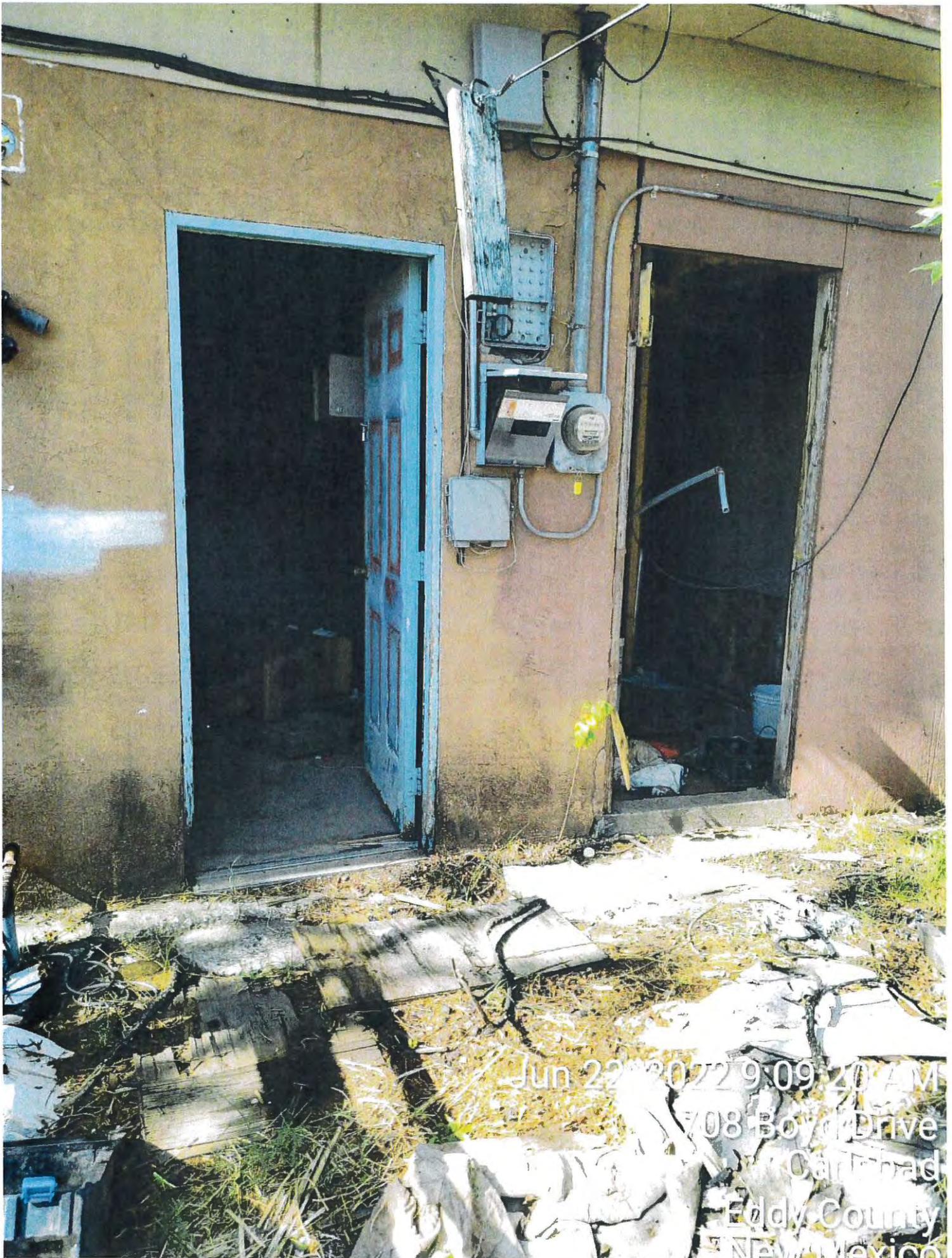
Jun 22, 2022 9:10:27 AM
910 Alvarado Street
Carlsbad
Eddy County
New Mexico



Jun 22, 2022 9:10:05 AM
910 Alvarado Street
Carlsbad
Eddy County
New Mexico



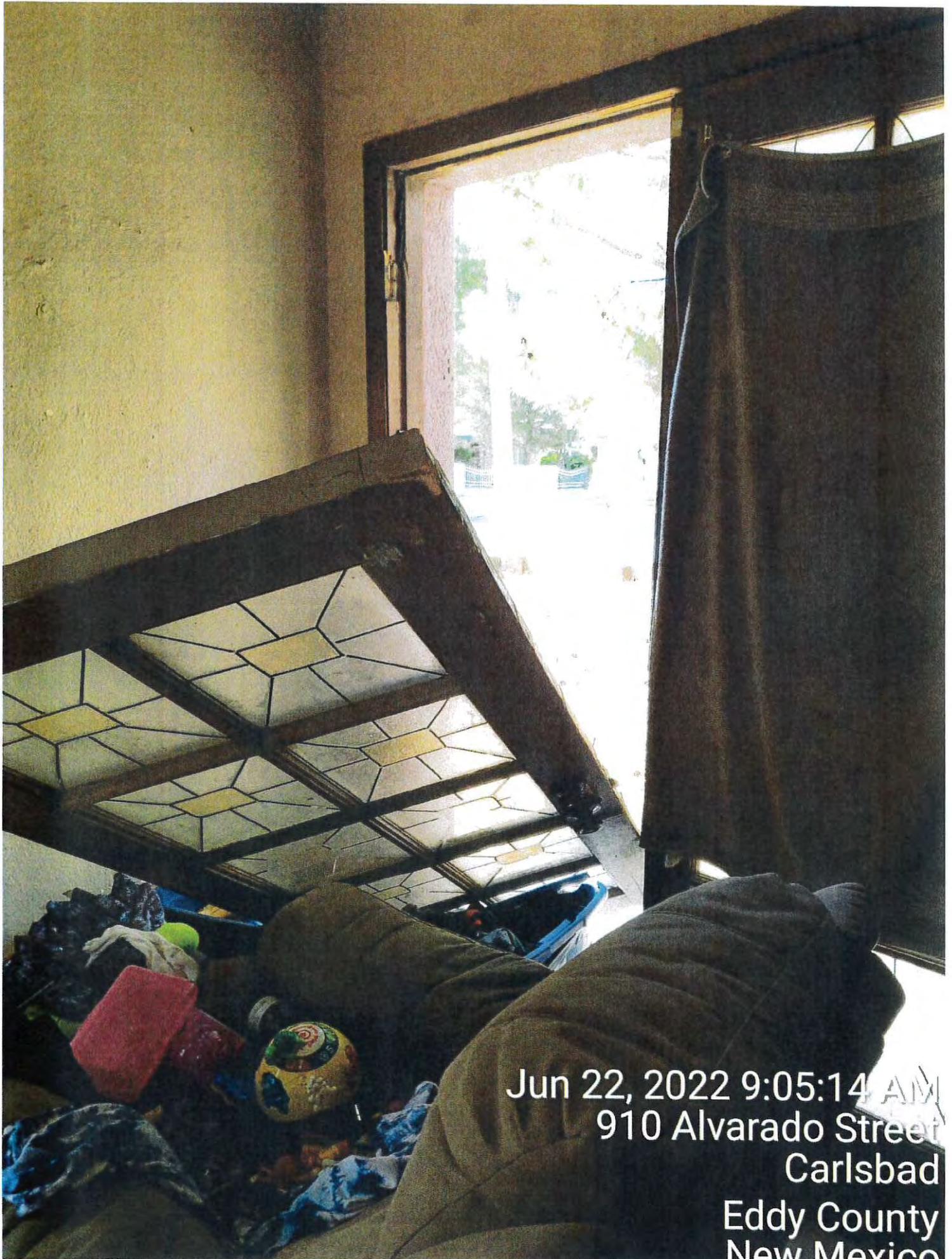
Jun 22, 2022 9:09:33 AM
910 Alvarado Street
Carlsbad
Eddy County
New Mexico



Jun 22 2022 9:09:20 AM
708 Boyd Drive
Carlsbad
Eddy County
New Mexico



Jun 22, 2022 9:09:09 AM
708 Boyd Drive
Carlsbad
Eddy County
New Mexico



Jun 22, 2022 9:05:14 AM
910 Alvarado Street
Carlsbad
Eddy County
New Mexico



Jun 22, 2022 9:01:20 AM
910 Alvarado Street
Carlsbad
Eddy County
New Mexico



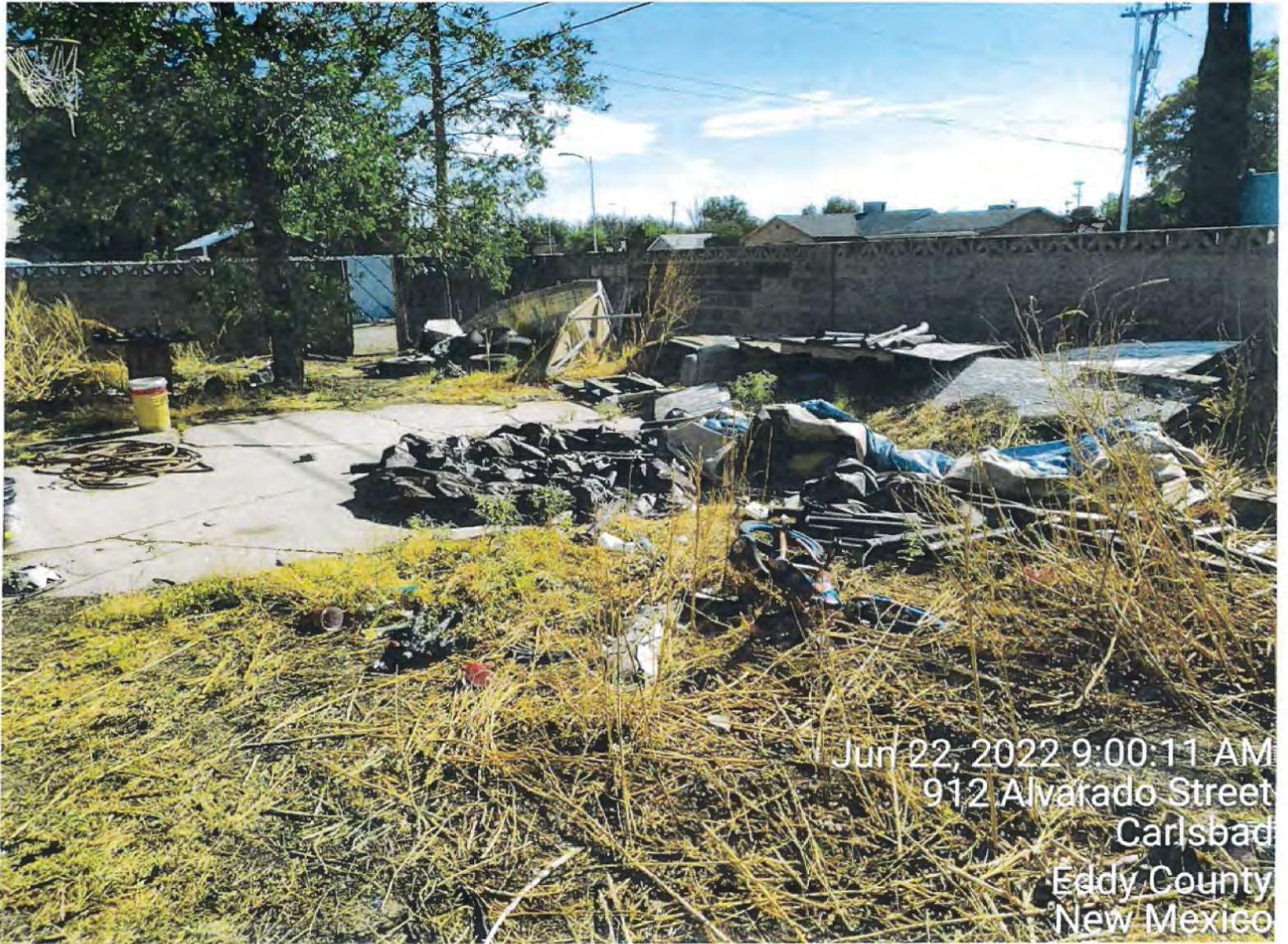
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910 Alvarado Street
Carlsbad
Eddy County
New Mexico



Jun 22, 2022 9:00:17 AM
912 Alvarado Street
Carlsbad
Eddy County
New Mexico



Jun 22, 2022 9:00:13 AM
912 Alvarado Street
Carlsbad
Eddy County
New Mexico



Jun 22, 2022 9:00:11 AM
912 Alvarado Street
Carlsbad
Eddy County
New Mexico



Jun 22, 2022 9:00:03 AM
912 Alvarado Street
Carlsbad
Eddy County
New Mexico

City Of Carlsbad
Inter-Office Memorandum

Dale Janway Mayor

John Lowe, City Manager

Date: 28 April 2022

To: Denise Madrid Boyea, City Attorney

From: Ken Ahrens, Assistant Fire Chief

Re: 910 Alvarado

On April 28, 2022, I inspected a property located at 910 Alvarado. This property presents an *extreme* fire hazard for responding Firefighters and emergency personnel. I recommend that the property be cleaned up and the trash and debris be removed under the following fire codes.

The International Fire Code, 2015 edition states:

Section 110 Unsafe Buildings

110.1 General. If during the inspection of a building or structure or any building system, in whole or part, constitutes a clear and imminent threat to human life, safety or health, the fire code official shall issue such notice or orders to remove or remedy the conditions as shall be deemed necessary in accordance with this section and shall refer the building to the building department for any repairs, alterations, remodeling, removing or demolition required.

110.4 Abatement. The owner, the owner's authorized agent, operator or occupant of a building or premises deemed unsafe by the fire code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition, or other approved corrective action.

Section 304 Combustible Waste Material

304.1 Waste accumulation prohibited. Combustible waste material creating a fire hazard shall not be allowed to accumulate in buildings or structures or upon premises.

304.1.1 Waste material. Accumulations of wastepaper, wood, hay, straw, weeds, litter, or combustible or flammable rubbish of any type shall not be permitted to remain on a roof or in any court, yard, vacant lot, alley, parking lot, open space, or beneath a grandstand, bleacher, pier, wharf, manufactured home, recreational vehicle, or other similar structure.

304.1.2 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises.

304.2 Storage. Storage of combustible rubbish shall not produce conditions that will create a nuisance or hazard to the public health, safety, or welfare.

Section 315 Miscellaneous Combustible Materials Storage

315.3 Outside Storage. Outside storage of combustible materials shall not be located within 10 feet of a property line.

A handwritten signature in black ink, appearing to read 'Ken Ahrens', with a long horizontal line extending to the right.

**Ken Ahrens, Assistant Chief
Carlsbad Fire Department**

CITY OF CARLSBAD

INTER-OFFICE MEMORANDUM

Dale Janway, Mayor

John Lowe, City Administrator

June 22, 2022

TO: Denise Madrid Boyea, City Attorney

FROM: Nick Sullivan, Building Inspector

RE: 910 Alvarado St

On June 22, 2022 I performed an inspection on the property located at 910 Alvarado St. The house appears to be abandoned by previous tenants. During our walk through of the property we did notice some structural damage, all windows and doors to the property were destroyed or damaged, open gas lines in several places, open or exposed electrical panels and wiring in several locations. There was an open pit inside the garage area that can be a fall hazard for anyone inside the property. In its current state this property is a serious risk to the general public. And should be condemned under the following sections of the International Property Maintenance Code.

108.1.3- Structure Unfit for Human Occupancy. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

108.1.5- Dangerous Structure or Premises- For the purpose of this code, any structure or premises that have any or all of the conditions or defects described below shall be considered dangerous:

Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

Section 304- Exterior Structure

304.1- General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.7- Roofs and Drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

Section 305- Interior Structure

305.1- General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. *Occupants* shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every *owner* of a structure containing a *rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units* or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and *exterior property*.

Section 505 Water System

505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet, or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code (and/or Uniform Plumbing Code).

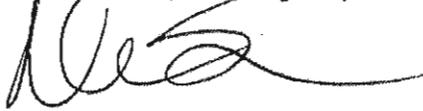
Section 602- Heating Facilities

602.2 Residential Occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68 degrees F (20 degrees C) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in Appendix D of the International Plumbing Code. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.

Section 604- Electrical Facilities

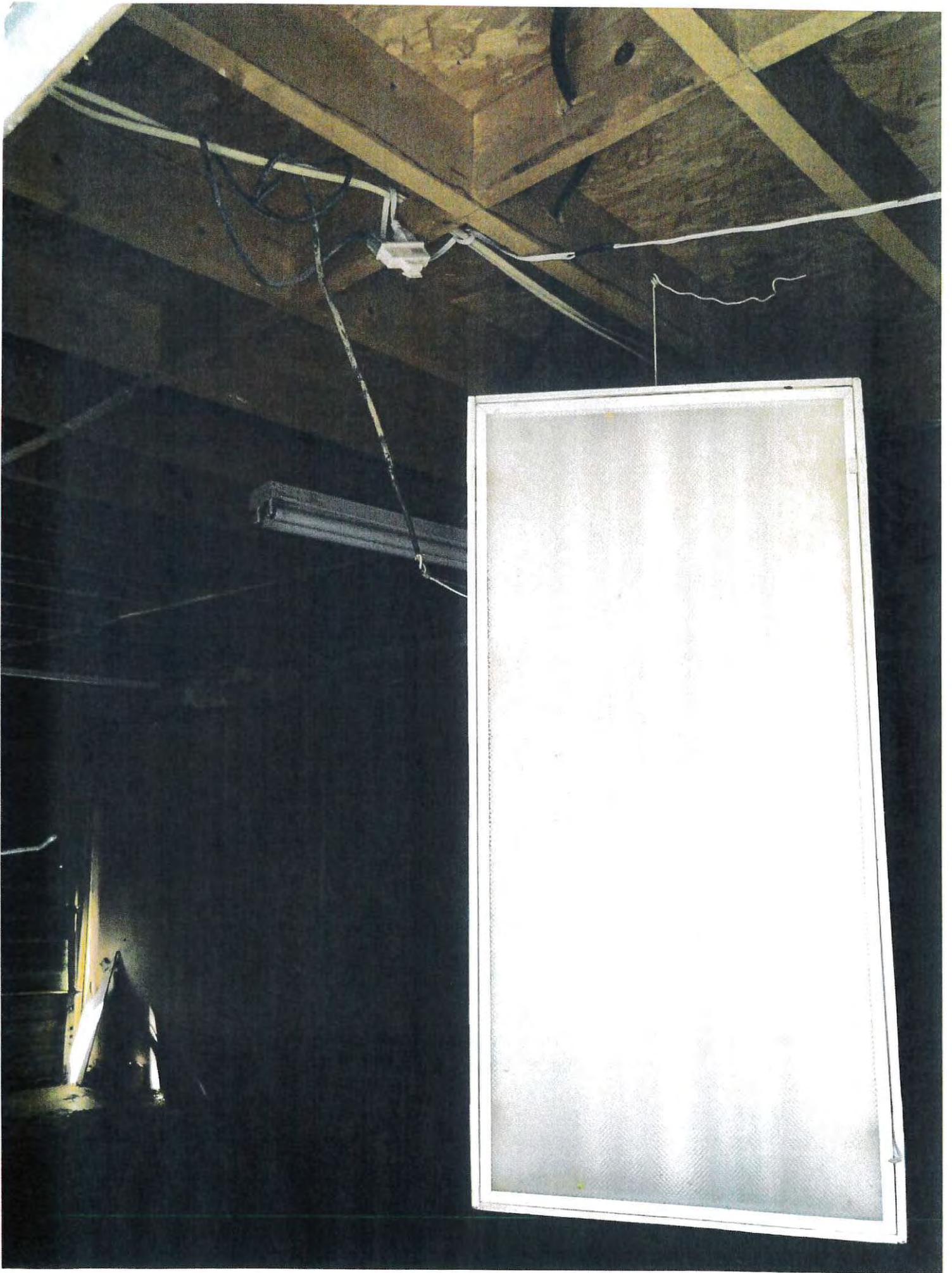
604.2- Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a rating of not less than 60 amperes.

Nick Sullivan, Building Inspector



City of Carlsbad
June 22, 2022









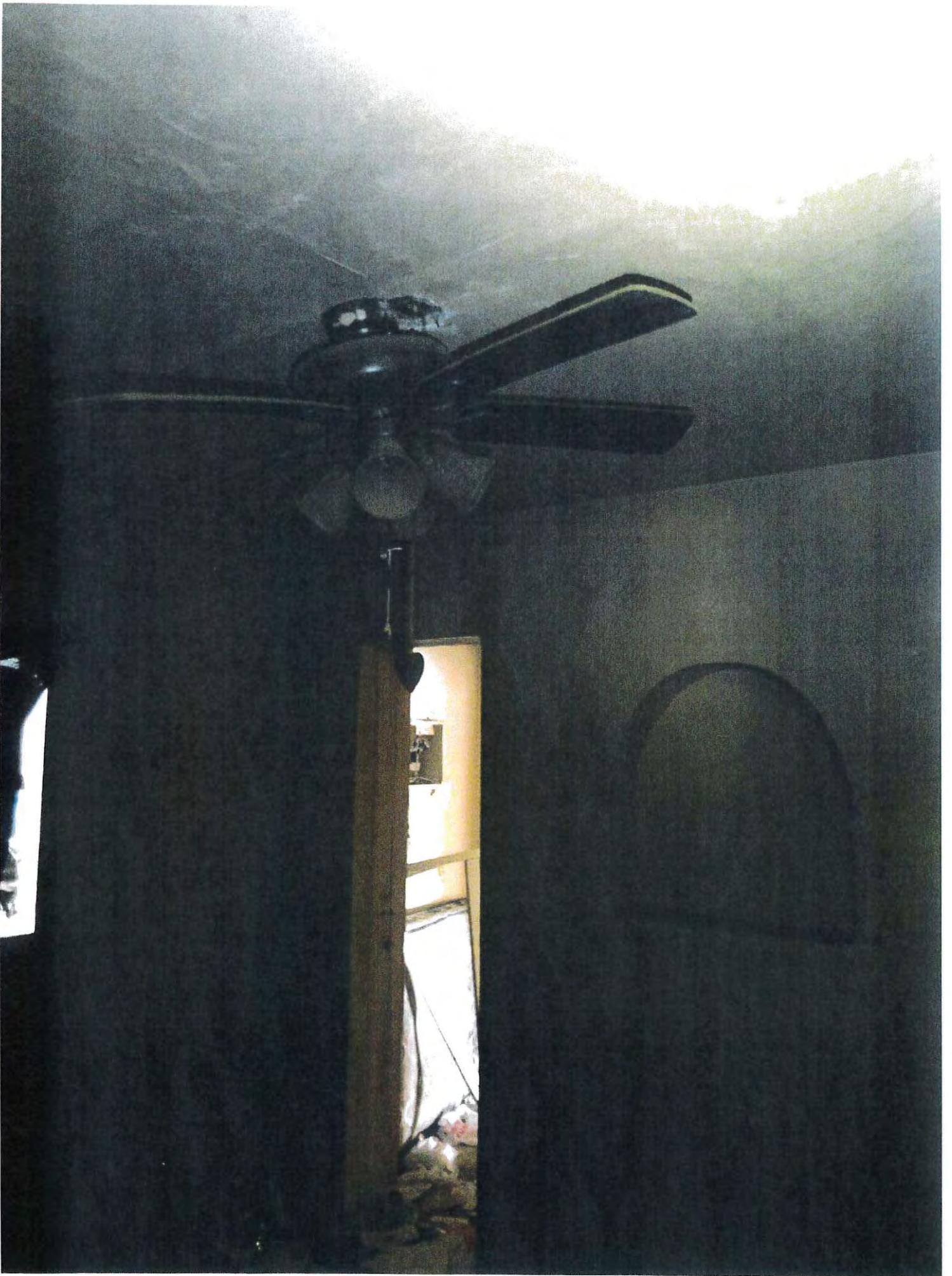


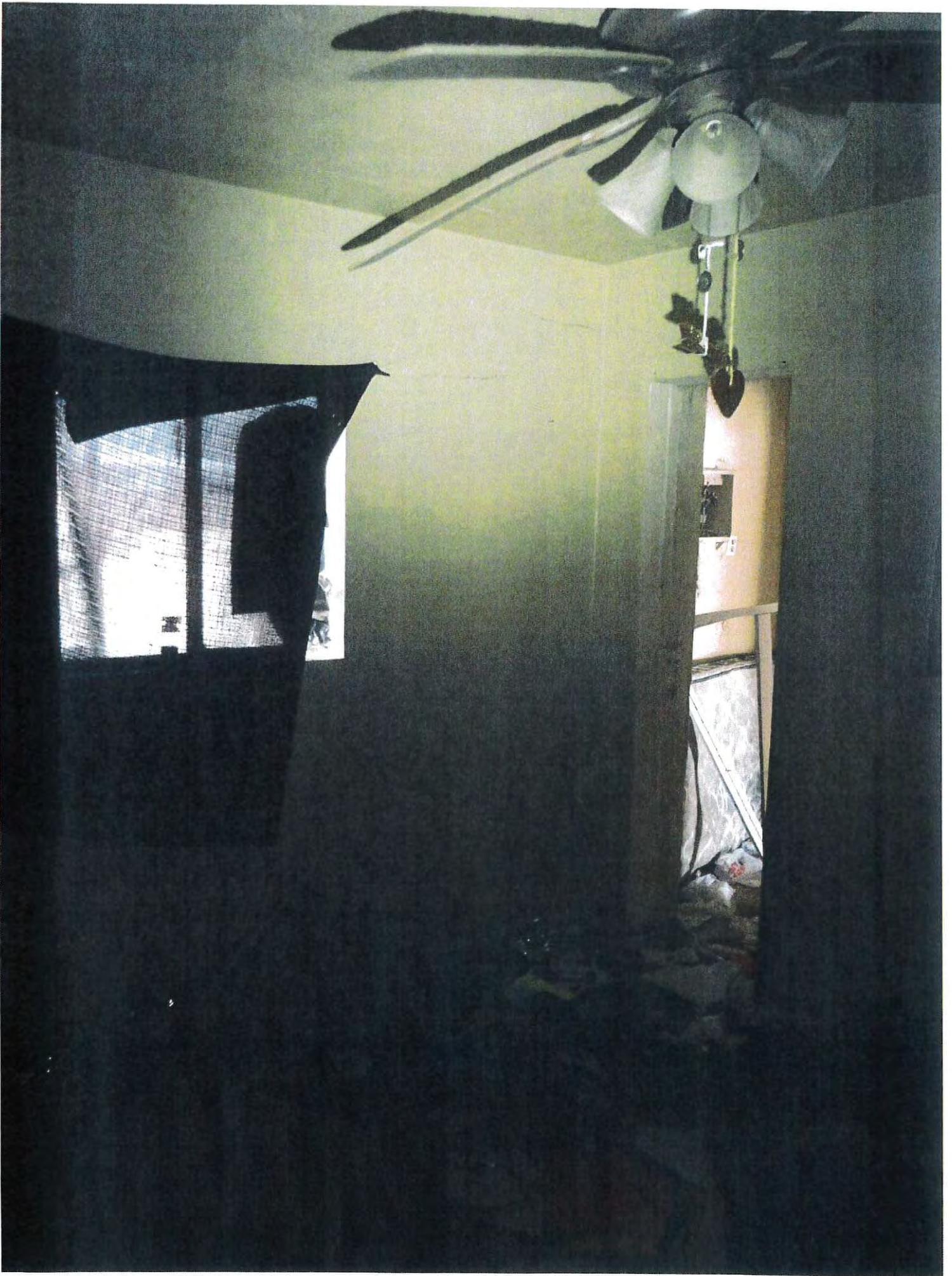


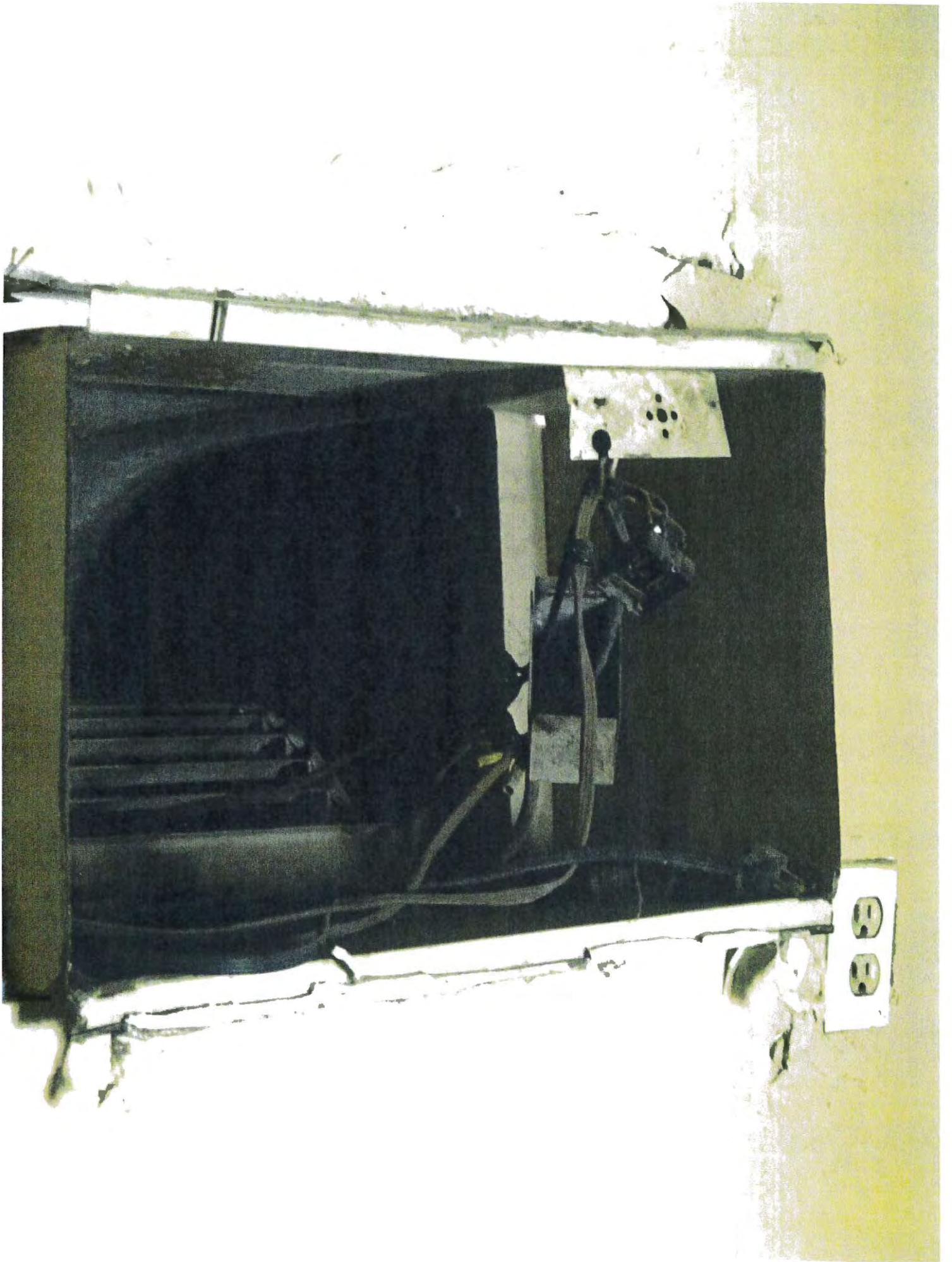


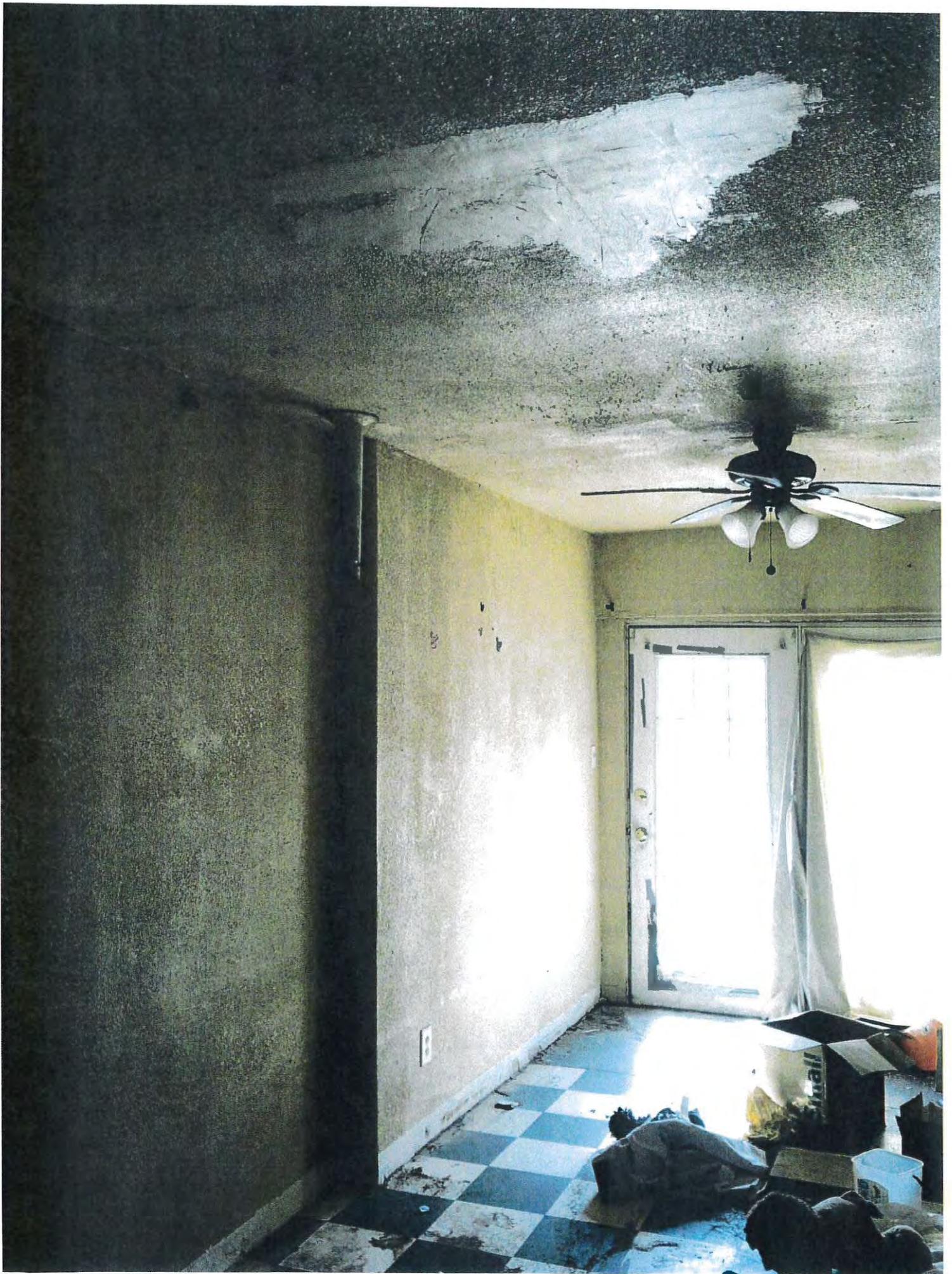








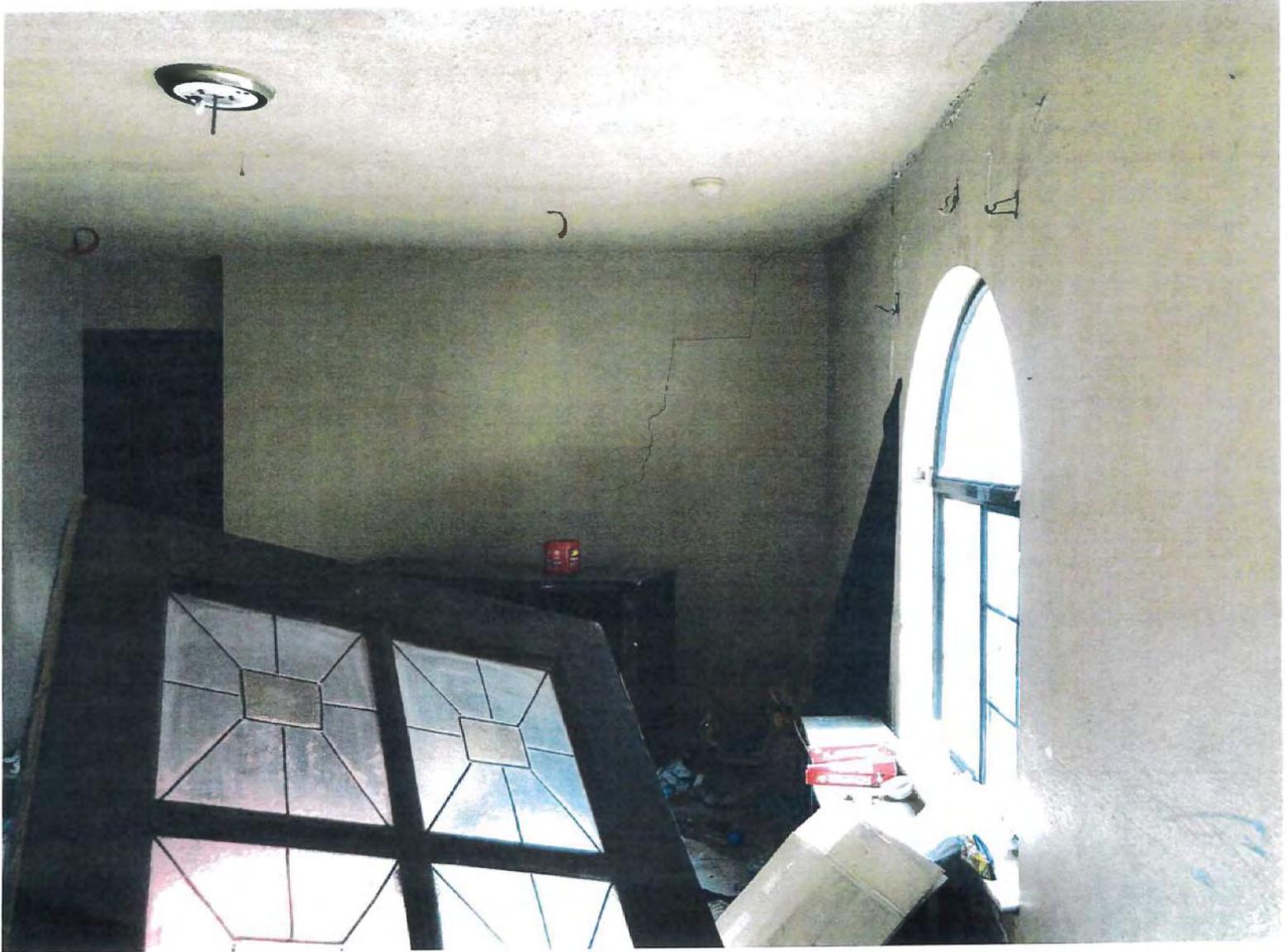
















DALE JANWAY
MAYOR

Post Office Box 1569
Carlsbad, NM 88221-1569
(575) 887-1191
1-800-658-2713
www.cityofcarlsbadnm.com

JOHN N. LOWE
CITY ADMINISTRATOR

June 29, 2022

Thomas D. Martinez, Estate
Kristine Martinez
605 Elora Dr.
Carlsbad, NM 88220

RE: Dangerous Premises at the property known as 910 Alvarado St., Carlsbad, NM

Dear Mrs. Martinez:

According to the records of the Eddy County Assessor's Office, you are the owner or have an interest in the property commonly known as **910 Alvarado St.**, Carlsbad, NM. The property has been inspected by the City Code Enforcement Office, the Building Inspector and the Fire Marshal. They have found the property to be in violation of a number of health, safety, and building laws.

Because of the condition of the property, a Resolution has been prepared requiring the removal of the structure and cleaning of the property. The Carlsbad City Council will consider passing that Resolution at its meeting on **Tuesday, July 12, 2022 at 6:00 PM.** That meeting will be held in the Council Chambers in the Janell Whitlock Municipal Complex at 114 S. Halagueno St., Carlsbad, NM. You are encouraged to come to the meeting and speak with Council about the property. A draft of the Resolution is included with this letter.

If the Council adopts the Resolution, you must begin removing the structure, ruins, rubbish, wreckage, debris, and weeds from the property within ten days and complete the work within thirty days. The property must be left in a clean, level, and safe condition, suitable for further occupancy or construction and with all excavations filled. If the work is not done, the City may do the work itself or hire someone to do the work. All reasonable costs to the City for such work will become a lien against the property. The City may then foreclose the lien as allowed by law.

If you have any questions regarding this matter, please contact me at (575) 887-1191, or at the Municipal Building, 101 N. Halagueno, Carlsbad, NM 88220.

Sincerely,

Denise Madrid Boyea
City Attorney

Enclosure

COUNCILORS

Ward 1
EDDIE T. RODRIGUEZ
LISA A. ANAYA FLORES

Ward 2
JEFF FORREST
J J CHAVEZ

Ward 3
KARLA NIEMEIER
JUDI WATERS

Ward 4
MARK WALTERSCHEID
WESLEY A. CARTER

Committee Reports

Adjourn



July 1, 2022

Mr. John Lowe
City Administrator
City of Carlsbad

Dear Mr. Lowe:

The following report is submitted to the City of Carlsbad to update the progress and status of the Carlsbad MainStreet Project for June 2022, per the Downtown Revitalization Services Contract. With this report, MainStreet is enclosing an invoice requesting the monthly allocation from the City of Carlsbad for \$5000.00 based on the total annual services contract of \$60,000.

NEW MEXICO MAIN STREET (NMMS) REQUIRED MEETINGS (MAINSTREET EXECUTIVE DIRECTOR):

- NMMS Roundtable- June 20th Jessica Maraz hosted with Main Street America Rep on communication
- NMMS Roundtable- June 28th Lucas Pedraza hosted a virtual roundtable on the NMMS Capital Outlay FY 23 application

EXECUTIVE DIRECTOR BOARDS AND COMMITTEES:

- Kat Davis is the Communications Chair of the Carlsbad Downtown Club Executive Board in the 2022/2023 year, was inducted on June 28th
- In addition to MainStreet activities, the Carlsbad MainStreet Executive Director serves on the following boards and committees related to downtown promotion and economic development and attends weekly and monthly meetings to support their priorities and activities:

Carlsbad Area Art Association, Cavern Theater Task Force, Carlsbad Downtown Lions Club, Pearl of the Pecos Committee, Chamber of Commerce Tourism Council, Chamber of Commerce Non-Profit Council, Eddy County DWI Mayors Fine Arts and Acquisition Committee (FAAV), Mayors Beautification Committee, Anti-Drug and Gang Coalition, Rotary, Chamber of Commerce, City Council, Eddy County Commission, and Carlsbad Department of Development

ECONOMIC DEVELOPMENT-MAINSTREET STYLE

Metropolitan Redevelopment Area (MRA)

- Reaching out to Property owners to receive support of the MRA Designation.
- Must obtain 51% Property owner approval
- Advertise 2 times to the public before Resolution can be approved.
- Council will need to adopt Resolution.

Downtown Farmers Market / Third Thursday

- Farmers Market will start Downtown on June 16th and run through September 29th



- Our “Third Thursday” event days will be June 16th, July 21st, August 18th, and September 15th
- Our June 16th Third Thursday was a great success for our community. We had representatives from XTO, NWP, City of Carlsbad, Keep Carlsbad Beautiful and Eddy County present for our Plaque Dedication Ceremony. We were then joined by the Chamber of Commerce Ambassadors for the ribbon cutting for the Dunagan Associates building expansion. Over 2,000 people attended our first Third Thursday.

MainStreet Business/Merchants Economic Vitality

- Carlsbad MainStreet launched a new webpage that shows community and visitors where to shop, eat, stay, events, and tourist attractions
- June saw the opening of Pecos Oasis and the business expansion of Dunagan Associates
- Kat and Eyenid have been meeting with different MainStreet merchants to introduce Eyenid and keep them informed about our season of events ahead.
- Window Cling project
 - Pistol Packin Cowgirls- Designs needed from Pistol Packin Cowgirls

Downtown MainStreet Rejuvenation Project

- Carlsbad MainStreet received the Chevron Catalyst grant in the amount of \$2500 for instillation of the speaker system.
- Met with Pat Quintana to discuss the speaker system as MainStreet was coming up soon on the waiting list from the vendor, unfortunately the price we received back was way out of budget. Jason and Kat met to discuss this and alternatives on how to move forward
- The majority of the second shipment of benches and trash cans have been installed
- Eyenid Manzo successfully got a grant from AARP to be able to work on another phase of the project to get our crosswalks repainted in the Downtown district. We are excited for this project and will partner with the City of Carlsbad to get it done, it will make our district more walkable and user friendly, especially for the elderly of our community to safely be able to get around

CavernFest

- June 10th & 11, 2022
- Our signature annual event was a great success for our community. Although it was of our hottest days to date this year, we still saw over 20,000 attendees throughout the 2-day event. During our June board meeting we discussed the event and each member provided feedback on ways to improve for next year.

MainStreet Board Meeting – 4th Monday of each month

- MainStreet Board of Directors Meeting June 27, 2022
- CavernFest Committee Meetings- June 2nd & 9th, 2022



Pearl of the Pecos

- POP Steering Committee Meeting June 27th, 2022- report for ACD work can be found in the POP Directors report

City of Carlsbad

- Attended City Directors Meetings for CavernFest and 4th of July
- 4th of July Planning Meeting- June 28th

Eddy County

- N/A

Department of Development

- Attended board meeting on June 2nd

HAPPENING AT THE MAINSTREET OFFICE

Staff at the MainStreet office

- Kat co-hosted a tour of the Cavern Theatre with POP Committee members Ken Britt for CNB's officer meeting
- Kat & Eyenid attended the NMMS Roundtable discussion regarding the Capital Outlay Funding cycle for FY 23
- Kat applied for the New Mexico Tourism Event Growth and Sustainability program through the New Mexico Tourism Department for CavernFest
- Kelly Childs our Farmers Market Manager has been working on vendors for our market season

Reporting

- All monthly and quarterly reports have been submitted to the City and County.

Speaking Opportunity

- Spoke at Rotary Club on June 8th with Jason Shirley to promote CavernFest
- Spoke on Artesia Radio on June 29th to promote the Farmers & Makers Market
- Live remote for Farmers Market on June 30th, interviews with Kat Davis, Eyenid Mazo and Kelly Childs to promote the market season

OTHER MAINSTREET ED MEETINGS AND ACTIVITIES:

- Attended National Public Lands Day committee meeting
- Met with the manager of Lucky Bull-introduction
- Met with the owners of Pecos Oasis to discuss their business opening
- Had a meeting with Khush of NWP and Courtney Wardlaw & Ashley Waggnor of XTO to discuss the plaque dedication at the first Third Thursday
- Met with Chief Lopez to discuss the Firefighter Combat Challenge, also did a Zoom with National Members for the Challenge to learn about the Charity Combat Challenge.



- Merchant visits with Cones, SoundWaves Plus, Jills Fabric, Dunagan Associates, Brooks Flooring, Zia Bike & Board and Pistol Packin Cowgirls

PROMOTION FOR MAINSTREET and CARLSBAD

New Mexico Magazine

- Working on more digital and social media advertising with Chris Romero
- Full page ad submitted for August issue

Focus Magazine

- Wrote and editorial piece for their issue expected to come out in June

Carlsbad Local

- Advertising for the Farmers Market, Musica Buena, CavernFest and 4th of July parade ran this month

Current-Argus

- Attended Musica Buena, CavernFest and Third Thursday Kick off events.

Artesia Radio

- Ads running for market season
- Did live interview with Gene to discuss the market

Carlsbad Radio

- Recorded market/Third Thursday ads

KCC Radio

- Ads running to promote Carlsbad Farmers Market

If you have any questions, please feel free to contact me.

Thank you for your continued support of Carlsbad MainStreet!

Respectfully,

Kat Davis

Kat Davis
Executive Director