



## A G E N D A

Carlsbad City Council Regular Meeting  
Janell Whitlock Municipal Complex  
114 S. Halagueno Street  
Carlsbad, New Mexico  
December 12, 2023 at 6:00 p.m.

Invocation – Pledge of Allegiance

1. Approval of Agenda
2. City of Carlsbad Financials – October 2023
3. Consider Approval of Resolution 2023-74, a Resolution making certain budgetary adjustments to the 2023-24 Fiscal Year Budget
4. 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 November 14, 2023**
- B. **City Personnel Report**
- C. **Purchasing**
  - 1) Consider Approval to Award Bid 2023-08 to Greer Construction for the HVAC Replacement Project at the Riverwalk Recreation Center
  - 2) Consider Approval to Award RFP 2023-14 to Precision Fireworks for the July Fireworks Show at Lake Carlsbad
- D. **Contracts and Agreements**
  - 1) Consider Approval of Agreement between the City of Carlsbad Municipal Court and Perdue, Brandon, Fielder, Collins and Mott for Court Fines and Fees Collection Services
- E. **Monthly Reports**
  - 1) Human Resources Department November 2023
  - 2) Municipal Services Department October 2023
  - 3) Transportation and Facilities Department October 2023
  - 4) Utilities Department October 2023
- F. **Board Appointments**
  - 1) Halagueno Arts Park Advisory Board Appoint Julia Heaton, Appoint Carla Dungan, Appoint Therese Rodriguez, Appoint Judy Murray, Appoint Cindy Elkins, Appoint Wren Prather-Stroud, Appoint Linda Pruit
  - 2) Historic Preservation Advisory Board Appoint Larry Mitchell, Appoint Ken Britt, Appoint Larry Coalson, Appoint Mannie Bemis, Appoint David McIntosh



**G. Set the Date: January 9, 2024**

- 1) Ordinance rezoning part of "R-R" Rural Residential District to "R-2" Residential 2 District for an approximately 8.74 acre property legally described as Tract B, Albright Replat #3
  - 2) Ordinance rezoning part of "R-1" Residential 1 District to "R-2" Residential 2 District for an approximately 0.14 acre property located at 602 Presidio Street
  - 3) Ordinance annexing a portion of land containing +/-67.72 acres more or less located North and South of Dona Ana Street
  - 4) Ordinance applying "R-R" Rural Residential District to an approximately 67.72 acre property located North and South of Dona Ana Street
  - 5) Ordinance rezoning part of "R-R" Rural Residential District to "C-2" Commercial 2 District for an approximately 1.5 acre property located at 4412 National Parks Highway
5. Consider Approval of request for a Club Non-Profit Liquor License and a Distance Waiver from Dwight Lee, PR. Lucas Memorial VFW Post 8703 located at 1914 San Jose Blvd
  6. Consider Approval of request for a Restaurant B – Beer, Wine and Spirits Liquor License with on Premises Consumption only with Patio Service from El Diamante Restaurant located at 106 W Bonbright Street
  7. Consider Approval of request for a Pipeline Easement and Right-of-Way Agreement between the City of Carlsbad and SPC Resources, LLC
  8. Consider Approval of submission of a National Library of Medicine Health Information Outreach Grant for the Carlsbad Public Library
  9. Consider Approval to accept FY22 State Grant agreement with New Mexico State Library for a Public Libraries Grant Agreement for the Carlsbad Public Library
  10. Consider Approval to accept a Department of Finance and Administration Capital Outlay Grant for the Riverwalk Recreation Center HVAC project
  11. Consider Approval to accept a Department of Finance Regional Recreation Centers and Quality of Life Program Grant for the Riverwalk Recreation Center HVAC project
  12. Consider Approval to accept an Outdoor Recreation Trails Grant from the State of New Mexico Economic Development Department for the Lower Tansill Dam Boating and Recreation Area
  13. Consider Approval to accept a 2022 NM Aging and Long-Term Services Department Grant for Renovations of the Alejandro Ruiz Senior Center
  14. Consider Approval to accept a 2022 NM Aging and Long-Term Services Department Grant to purchase and equip Food Transportation Vehicles for the Alejandro Ruiz Senior Center Meals Program
  15. Consider Approval to accept a Department of Justice Office of Community Oriented Policing Services Grant Award for School Resources Officers for the Carlsbad Police Department

16. Consider Approval to accept a Department of Transportation and Traffic Safety Division Grant for DWI Enforcement, Operation Buckle-Up and Click It, and Selective Traffic Enforcement Programs for the Carlsbad Police Department
17. Consider Approval to accept 2024 New Mexico Fire Protection Grant from the Department of Homeland Security and Emergency Management for Carlsbad Fire Department for Self-Contained Breathing Apparatus (SCBA) Equipment
18. Consider Approval to remove from table Ordinance 2023-26, an Ordinance rezoning part of "C-1" Commercial 1 District to "C-2" Commercial 2 District for an approximately 0.85 acre property located at 319 Kircher Street
  - A. Public Hearing
  - B. Approval of Ordinance
19. Consider Approval of Ordinance 2023-26, an Ordinance rezoning part of "C-1" Commercial 1 District to "C-2" Commercial 2 District for an approximately 0.85 acre property located at 319 Kircher Street Applicant: Melquiades Rivas Cardenas
  - A. Public Hearing
  - B. Approval of Ordinance
20. Consider Approval of Ordinance 2023-27 , an Ordinance authorizing the granting of an Oil and Gas Lease on certain Mineral Interest owned by the City of Carlsbad in certain portions of Township 22 South, Range 26 East, to Alpha Energy Partners II, LLC for a per acre lease bonus and a 1/4<sup>th</sup> Royalty
  - A. Public Hearing
  - B. Approval of Ordinance
21. Consider Approval of Ordinance 2023-28, an Ordinance rezoning part of "I" Industrial District to "C-2" Commercial 2 District for an approximately 1.46 acre property located at 609 South Canyon Applicant: Henry McDonald
  - A. Public Hearing
  - B. Approval of Ordinance
22. Consider Approval of Ordinance 2023-29, an Ordinance rezoning part of "R-1" Residential 1 District to "C-2" Commercial 2 District for an approximately 0.30 acre property located at 2609 Prospect Applicant: Jose Rocha and Hannia Carrasco
  - A. Public Hearing
  - B. Approval of Ordinance
23. Consider Approval of Ordinance 2023-30, an Ordinance rezoning part of "R-1" Residential 1 District to "C-1" Commercial 1 District for an approximately 0.94 acre property located at 2908 San Jose Blvd Applicant: Raymond Peters
  - A. Public Hearing
  - B. Approval of Ordinance
24. Consider Approval of Ordinance 2023-31, an Ordinance establishing the Historic Preservation Overlay Zone District and associated regulations to govern this District
  - A. Public Hearing
  - B. Approval of Ordinance

25. Council Committee Reports

26. Adjourn



**FOR INFORMATION ONLY**

Agendas and City Council minutes are available on the City web site: [cityofcarlsbadnm.com](http://cityofcarlsbadnm.com) or may be viewed in the Office of the City Clerk during normal and regular business hours.

Public Comments - three minute time limit per person. The City request all comments be respectful and courteous in nature.

**CARLSBAD CITY COUNCIL MEETING SCHEDULE**

- Regular Meeting - Tuesday, January 9, 2024 at 6:00 p.m.
- Regular Meeting – Tuesday, January 23, 2024 at 6:00 p.m.

**CANCELLATION NOTICE FOR THE DECEMBER 26, 2023 REGULAR MEETING**

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.

**City of Carlsbad, NM**

**Financial Reports**

**FY24-04**

**For: July 2023 – October 2023**

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- 13. Check Register for Current Period ONLY**
- 14. Vendor Fiscal Year Summary**

# 1. Bank Reconciliation

**Bank Statements**

	Per Bank	Outstanding	Adjustments	Book Balance
<b>Wells Fargo</b>				
General & Misc. - 10100	61,876,675.73	(694,518.06)	-	61,182,157.67
<b>Western Commerce Bank</b>				
Construction - 10200	16,799,563.39	(6,966.37)	-	16,792,597.02
CDs	1,083,099.38	-	-	1,083,099.38
	17,882,662.77	(6,966.37)	-	17,875,696.40
<b>Carlsbad National Bank</b>				
Workers Comp - 10300	19,310.56	(9,310.56)	-	10,000.00
Health Insurance - 10310	1,138,741.06	-	-	1,138,741.06
Payroll - 10320	59,627.39	(34,929.59)	-	24,697.80
Municipal Court - 10330	18,718.81	-	-	18,718.81
Debt Service - 10340	4,664,037.53	-	-	4,664,037.53
CDBG Grant - 10250	100,358.27	-	-	100,358.27
CDs	42,471,589.13	-	-	42,471,589.13
	48,472,382.75	(44,240.15)	-	48,428,142.60
	<b>128,231,721.25</b>	<b>(745,724.58)</b>	-	<b>127,485,996.67</b>

**NMFA Loans**

		Statement	Adjustment	Book Balance
Loan 11 - DW-2867 - Water Project - 11200	1020 - Cash - Debt Servicing	564,433.60	-	564,433.60

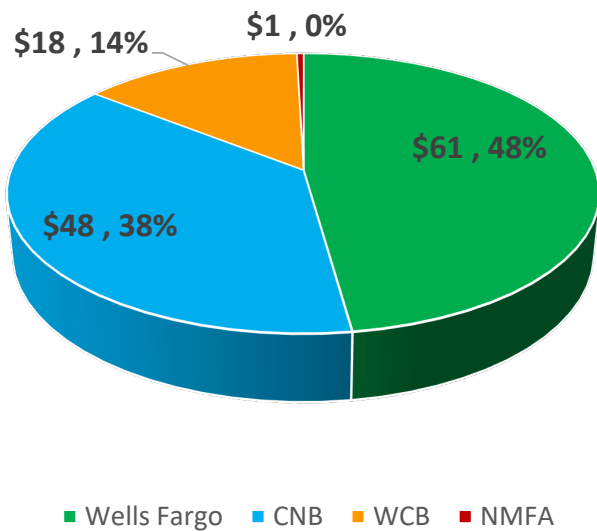
**Cash on Hand**

9,750.06

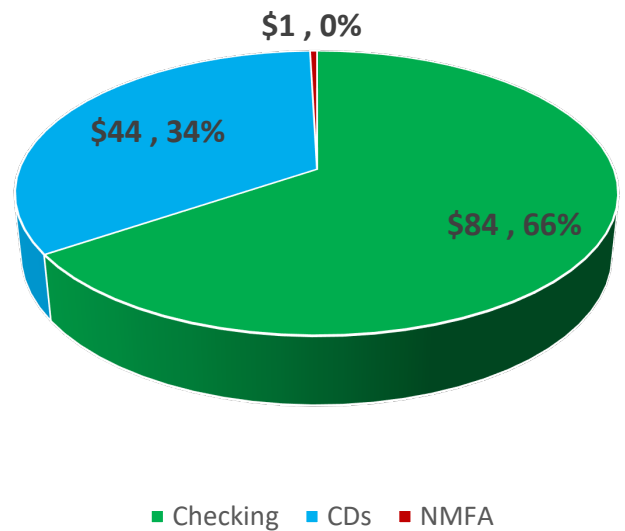
**Total**

128,060,180.33

**Bank - \$Ms**



**Type - \$Ms**







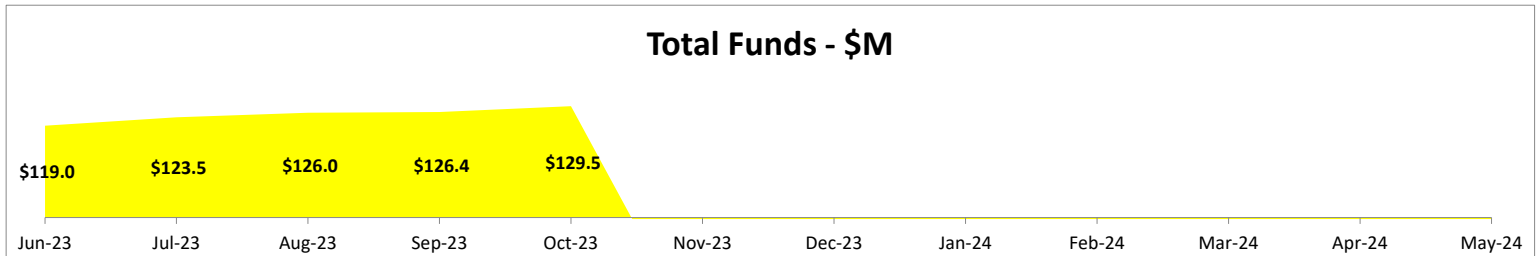
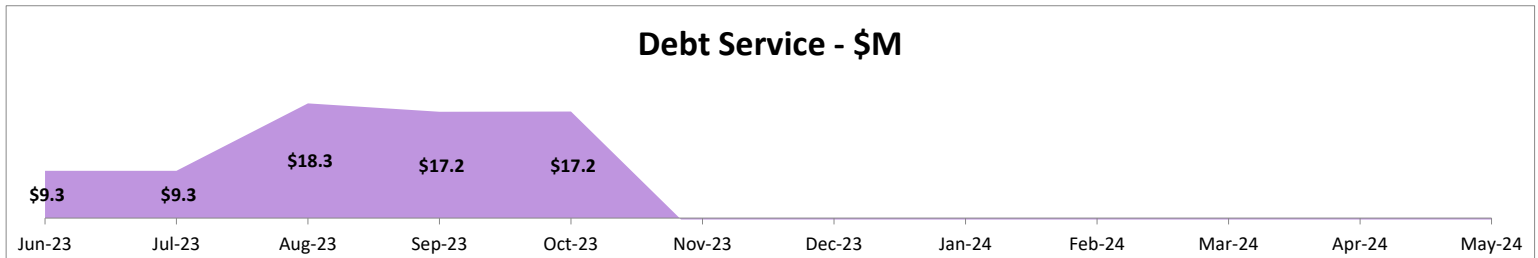
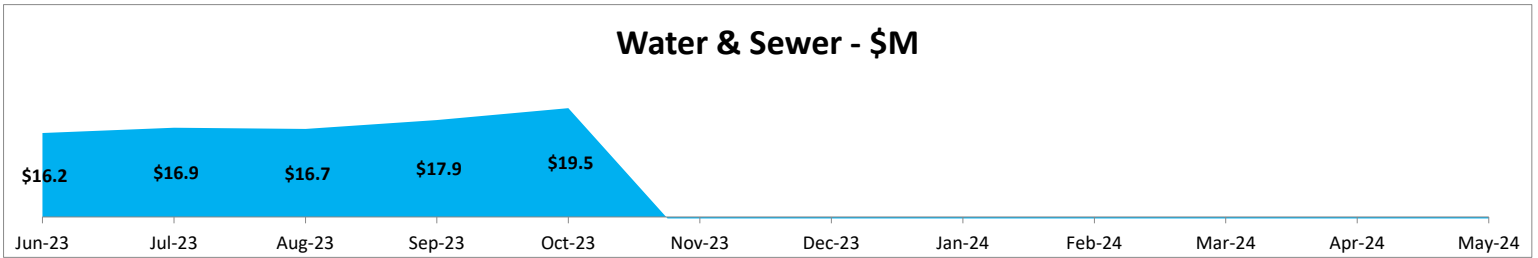
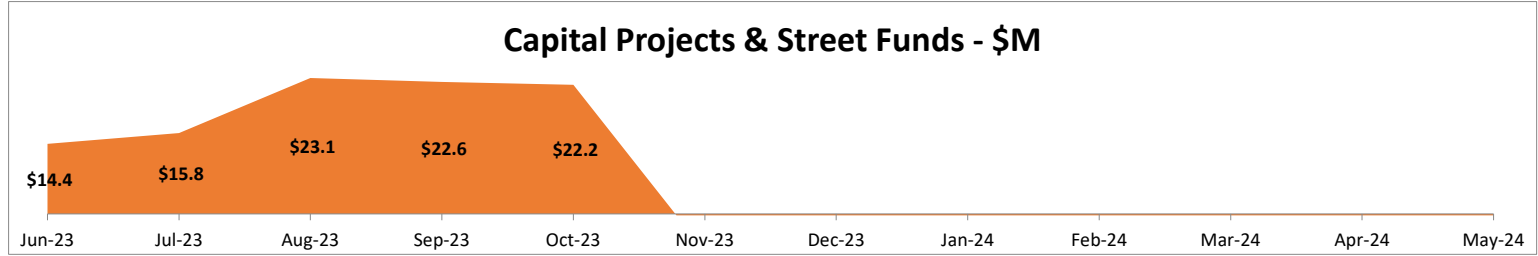
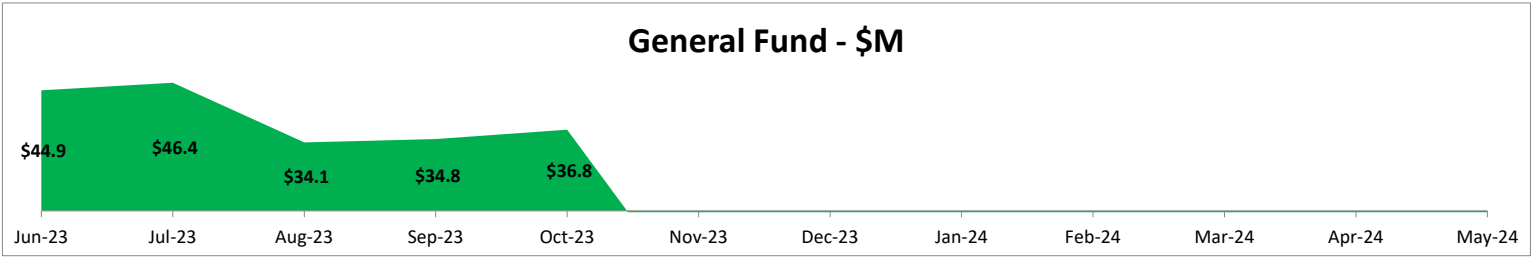
**City of Carlsbad  
Certificates of Deposit  
FY24-04 -October**

Bank	CD #	Fund	Fund Name	Fund Type	June	July	August	September	October	YTD Interest
Carlsbad National Bank	6813455	101	General Fund	General	580,113.31	583,367.51	583,367.51	583,367.51	586,675.92	6,562.61
Carlsbad National Bank	6814010	101	General Fund	General	216,260.40	216,260.40	216,260.40	217,486.86	217,486.86	1,226.46
Carlsbad National Bank	6815114	101	General Fund	General	4,073,429.23	4,093,740.58	4,093,740.58	4,093,740.58	4,114,153.20	40,723.97
Carlsbad National Bank	6815236	101	General Fund	General	319,539.75	321,332.24	321,332.24	321,332.24	323,154.59	3,614.84
Carlsbad National Bank	6815264	101	General Fund	General	9,269,090.86	9,269,090.86	9,269,090.86	9,352,497.44	9,352,497.44	83,406.58
Carlsbad National Bank	6815295	101	General Fund	General	938,555.94	949,471.86	949,471.86	949,471.86	960,636.09	22,080.15
Carlsbad National Bank	6814016	220	Landfill-Reserve	Capital	1,331,441.90	1,331,441.90	1,331,441.90	1,337,482.63	1,337,482.63	6,040.73
Carlsbad National Bank	6815227	220	Landfill-Reserve	Capital	694,278.58	694,278.58	694,278.58	698,216.00	698,216.00	3,937.42
Carlsbad National Bank	6815265	220	Landfill-Reserve	Capital	978,588.62	978,588.62	978,588.62	987,394.31	987,394.31	8,805.69
Carlsbad National Bank	6815296	220	Landfill-Reserve	Capital	967,885.81	979,142.85	979,142.85	979,142.85	990,655.97	22,770.16
Carlsbad National Bank	6815173	400	Disaster Preparedness	Insurance	1,011,535.08	1,011,535.08	1,017,271.73	1,017,271.73	1,017,271.73	5,736.65
Carlsbad National Bank	6813454	700	Water & Sewer	Enterprise	316,425.50	318,200.52	318,200.52	318,200.52	320,005.11	3,579.61
Carlsbad National Bank	6815235	700	Water & Sewer	Enterprise	366,738.73	368,795.98	368,795.98	368,795.98	370,887.50	4,148.77
Carlsbad National Bank	6815333	850	Debt Service		-	-	6,000,000.00	6,000,000.00	6,000,000.00	-
Carlsbad National Bank	6815334	850	Debt Service		-	-	6,000,000.00	6,000,000.00	6,000,000.00	-
Carlsbad National Bank	6814992	900	Permanent W&S	Agency	1,015,780.41	1,021,478.52	1,021,478.52	1,021,478.52	1,027,271.56	11,491.15
Carlsbad National Bank	6815297	900	Permanent W&S	Agency	4,021,046.77	4,069,427.78	4,069,427.78	4,069,427.78	4,089,719.17	68,672.40
Carlsbad National Bank	6815195	900	Permanent W&S	Agency	4,036,967.14	4,055,083.72	4,055,083.72	4,055,083.72	4,078,081.05	41,113.91
					30,137,678.03	30,261,237.00	42,266,973.65	42,370,390.53	42,471,589.13	333,911.10
Western Commerce Bank	2013661	101	General Fund	General	1,070,169.39	1,070,169.39	1,070,169.39	1,083,099.38	1,083,099.38	12,929.99
					1,070,169.39	1,070,169.39	1,070,169.39	1,083,099.38	1,083,099.38	12,929.99
<b>TOTAL</b>					<b>31,207,847.42</b>	<b>31,331,406.39</b>	<b>43,337,143.04</b>	<b>43,453,489.91</b>	<b>43,554,688.51</b>	<b>346,841.09</b>

## **2. Summary of Fund Position**

City of Carlsbad  
Fund Position  
FY24-04 -October

			FY24									
			Transfers		Costs				Revenue & Tran	Change in	Ending	
Fund	Fund Name	Beginning Fund	Revenues	Increase (Decrease)	Labor	Ops	Capital	Total	<Less> Costs	Reserve/AP	Fund	
General Fund	101 General Fund	44,853,185	25,388,095	(13,796,424)	13,401,051	4,485,074	1,804,629	19,690,754	(8,099,084)	(3,526)	36,750,576	
	102 Payroll	24,242	-	-	-	-	-	-	-	-	24,242	
Capital Funds	200 GRT Capital Outlay	2,708,793	1,858,535	(3,800,000)	-	74,150	15,284	89,434	(2,030,900)	-	677,893	
	201 Capital Projects	397,953	932,507.72	1,700,000	-	-	182,531	182,531	2,449,977	-	2,847,930	
	202 Airport Improvements	216,253	990,340	-	-	8,817	1,994,139	2,002,956	(1,012,616)	-	(796,363)	
	220 Landfill-Reserve	5,403,889	152,554	111,000	-	-	-	-	263,554	-	5,667,443	
	230 Landfill-Closure	522,669	-	-	-	3,759	-	3,759	(3,759)	-	518,910	
	240 Landfill-Construction	3,461,071	-	4,000,000	-	12,752	-	12,752	3,987,248	-	7,448,319	
Special Revenue Funds	300 Sports Complex	2,598,253	992,988	13,307	222,371	151,677	551,224	925,271	81,024	-	2,679,277	
	320 Streets Improvement	1,653,604	294,565	4,300,000	-	-	366,499	366,499	4,228,066	-	5,881,670	
	350 Local Government Correction	953,903	236,088	-	-	83,885	-	83,885	152,203	1,671	1,107,777	
	360 Cannabis Revenue Fund	394,203	129,731	(355,000)	-	3,892	-	3,892	(229,161)	-	165,042	
Insurance Funds	400 Disaster Preparedness	1,259,093	5,737	-	-	-	-	-	5,737	-	1,264,830	
	401 Insurance	762,447	51,618	1,200,000	-	1,108,747	-	1,108,747	142,871	-	905,318	
	402 Workers' Compensation	954,709	-	1,050,000	-	216,662	-	216,662	833,338	-	1,788,047	
	420 Health Insurance	2,346,496	2,063,851	(826,848)	-	2,444,758	-	2,444,758	(1,207,755)	-	1,138,741	
Grant Funds	500 Fire Protection	993,932	349,215	-	-	230	-	230	348,985	-	1,342,917	
	501 Emergency Medical Services	2,115	20,000	-	-	-	-	-	20,000	-	22,115	
	520 Law Enforcement Protection	0	197,000	-	-	85,092	-	85,092	111,908	-	111,908	
	521 Law Enforcement Retention	-	300,000	-	-	-	-	-	300,000	-	300,000	
	550 Beautification	4,912	19,230	90,000	-	18,374	-	18,374	90,857	-	95,768	
	570 Municipal Transit	110,416	297,978	1,020,331	352,993	94,390	-	447,383	870,926	71	981,413	
	580 CDBG Grant	50,510	49,848	-	-	-	-	-	49,848	-	100,358	
Lodgers' Tax	600 LT-Promotional	2,081,393	475,266	-	-	476,248	886,206	1,362,454	(887,188)	-	1,194,205	
	650 LT-Non Promotional	1,161,603	712,899	-	-	120,062	115,236	235,298	477,601	-	1,639,203	
	680 LT-Discretionary	1,372,683	455,518	-	-	-	103,881	103,881	351,637	(1,389)	1,722,932	
Enterprise Funds	700 Water & Sewer	16,218,516	6,947,125	647,068	1,733,657	974,468	1,658,886	4,367,011	3,227,182	81,927	19,527,625	
	720 Solid Waste Disposal	9,171,337	3,166,980	(4,308,710)	699,505	580,652	87,987	1,368,143	(2,509,873)	53,214	6,714,678	
	750 Special Museum	21,881	2,031	-	-	2,340	-	2,340	(308)	(13)	21,560	
	790 Golf Pro Shop	887,048	471,059	(44,724)	104,999	200,295	9,218	314,512	111,824	10,088	1,008,960	
Debt Service	850 NMFA-Water & Sewer	9,311,906	6,952	9,000,000	-	1,090,387	-	1,090,387	7,916,565	-	17,228,471	
	900 Permanent W&S	9,073,794	121,277	-	-	-	-	-	121,277	-	9,195,072	
Agency Funds	920 Municipal Court	18,489	-	-	-	-	-	-	-	230	18,719	
	980 ELEA	97,252	100,000	-	-	2,466	-	2,466	97,534	-	194,786	
Total		119,088,552	46,788,989	(0)	16,514,575	12,239,177	7,775,719	36,529,471	10,259,518	142,273	129,490,343	



















### **3. Revenues**

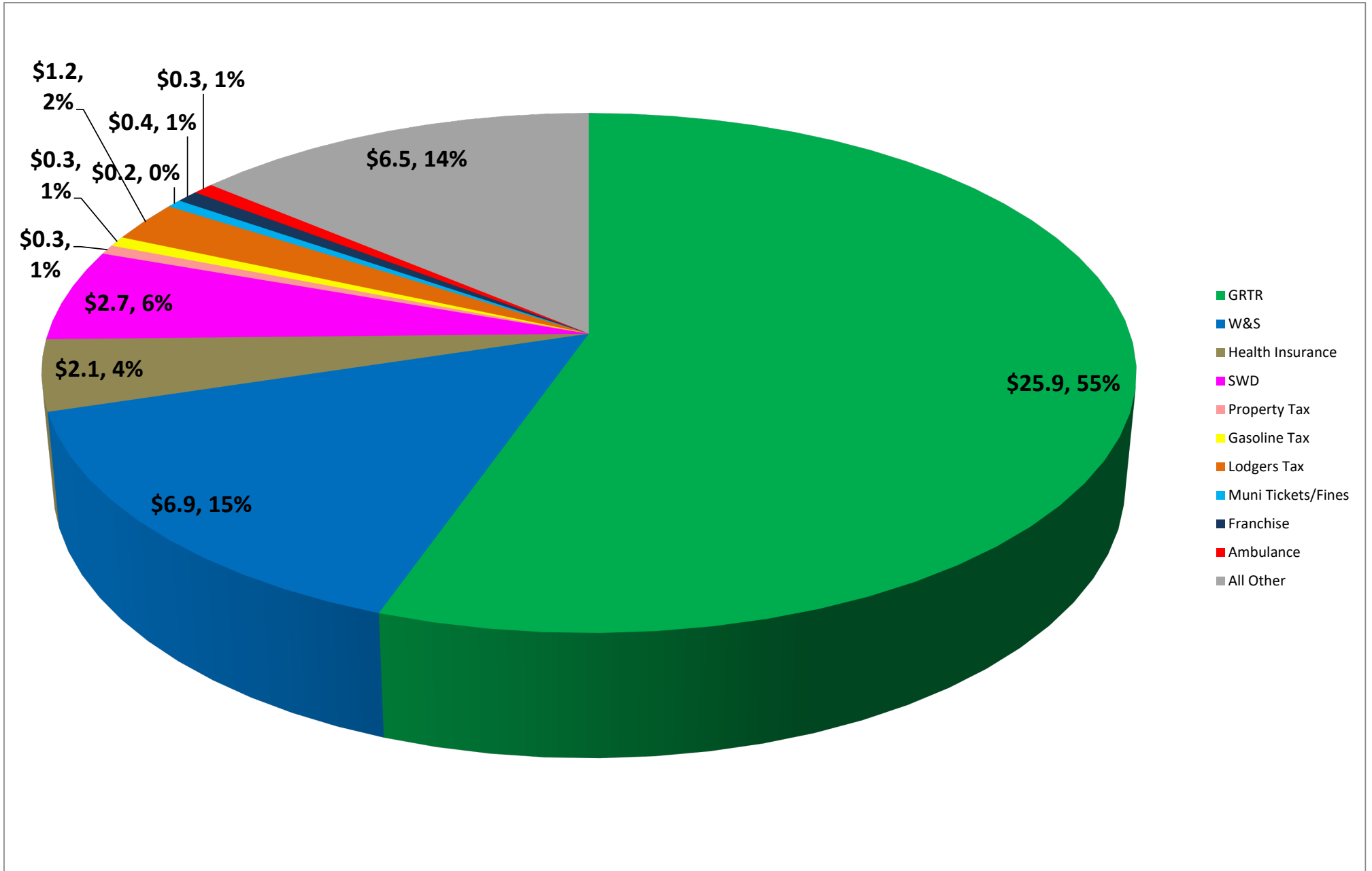
The City of Carlsbad  
Revenue by Fund  
FY24-04 October

	Fund	Fund	% of Total Revenue	July - October			Total FY Budget	FY Target 33%
				Actual	Adj Bud	Fav(Unfav)		
General Fund	101	General Fund	54%	25,388,095	21,074,008	4,314,087	63,222,023	40%
	102	Payroll	0%	-	-	-	-	-
Capital Funds	200	GRT Capital Outlay	4%	1,858,535	1,525,516	333,019	4,576,548	41%
	201	Capital Projects	2%	932,508	4,298,261	(3,365,753)	12,894,783	7%
	202	Airport Improvements	2%	990,340	3,174,416	(2,184,076)	9,523,249	10%
	220	Landfill-Reserve	0%	152,554	37,000	115,554	111,000	137%
	230	Landfill-Closure	0%	-	-	-	-	-
	240	Landfill-Construction	0%	-	-	-	-	-
Special Revenue Funds	300	Sports Complex	2%	992,988	838,630	154,358	2,515,890	39%
	320	Streets Improvement	1%	294,565	478,005	(183,440)	1,434,014	21%
	350	Local Government Correction	1%	236,088	243,333	(7,245)	730,000	32%
	360	Cannabis Revenue	0%	129,731	120,000	9,731	360,000	36%
Insurance Funds	400	Disaster Preparedness	0%	5,737	-	5,737	-	-
	401	Insurance	0%	51,618	-	51,618	-	-
	402	Workers' Compensation	0%	-	-	-	-	-
	420	Health Insurance	4%	2,063,851	2,200,000	(136,149)	6,600,000	31%
Grant Funds	500	Fire Protection	1%	349,215	232,810	116,405	698,429	50%
	501	Emergency Medical Services	0%	20,000	6,667	13,333	20,000	100%
	520	Law Enforcement Protection	0%	197,000	65,667	131,333	197,000	100%
	521	FY23 - LERRF	1%	300,000	100,000	200,000	300,000	100%
	523	FY24 - LERF	0%	-	200,000	(200,000)	600,000	0%
	550	Beautification	0%	19,230	8,140	11,090	24,420	79%
	570	Municipal Transit	1%	297,978	323,645	(25,667)	970,936	31%
	580	CDBG Grant	0%	49,848	-	49,848	-	-
	590	American Rescue Plan Act	0%	-	-	-	-	-
Lodgers' Tax	600	LT-Promotional	1%	475,266	300,000	175,266	900,000	53%
	650	LT-Non Promotional	2%	712,899	433,333	279,565	1,300,000	55%
	680	LT-Discretionary	1%	455,518	400,000	55,518	1,200,000	38%
Enterprise Funds	700	Water & Sewer	15%	6,947,125	7,685,828	(738,702)	23,057,483	30%
	720	Solid Waste Disposal	7%	3,166,980	2,843,045	323,935	8,529,136	37%
	750	Special Museum	0%	2,031	2,333	(302)	7,000	29%
	790	Golf Pro Shop	1%	471,059	242,333	228,726	727,000	65%
Debt Service Funds	850	NMFA-Water & Sewer	0%	6,952	-	6,952	-	-
Agency Funds	900	Permanent W&S	0%	121,277	-	121,277	-	-
	920	Municipal Court	0%	-	-	-	-	-
	950	WIPP Accel Impact	0%	-	-	-	-	-
	980	ELEA	0%	100,000	37,500	62,500	112,500	89%
			100%	46,788,989	46,870,470	(81,481)	140,611,411	33%

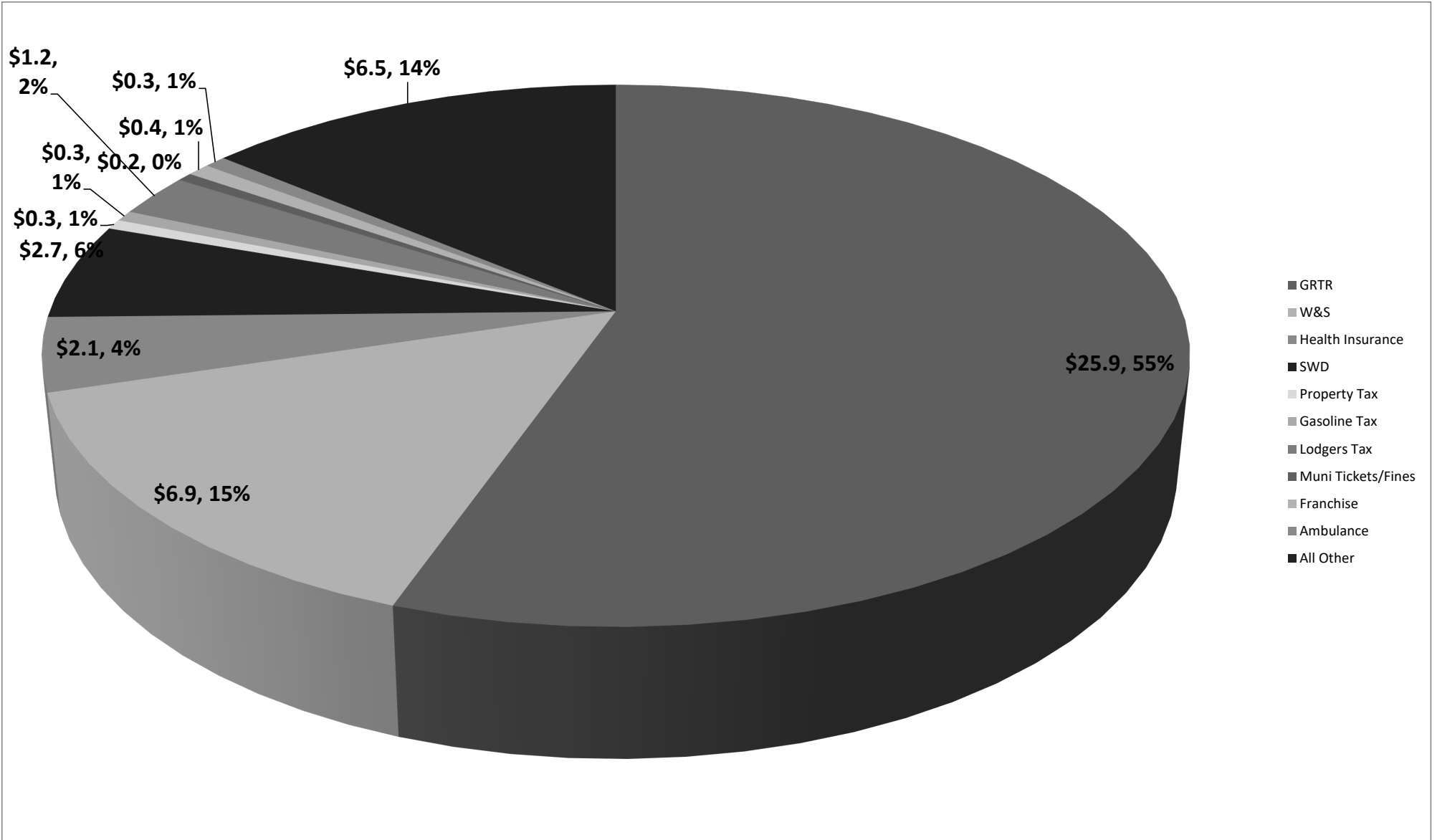
The City of Carlsbad  
Revenue by Select Funds and Categories  
FY24-04 October

No	Fund / Category	July - October			Total FY Budget	FY Target 33%
		Actual	Adj Bud	Fav(Unfav)		
<b>101</b>	<b>GENERAL FUND</b>					
	Gross Receipts Tax	22,579,769	18,533,850	4,045,919	55,601,550	41%
	Property Tax	276,090	1,300,000	(1,023,910)	3,900,000	7%
	Franchise Tax	351,606	332,833	18,773	998,500	35%
	Ambulance Service	334,481	276,333	58,148	829,000	40%
	County	158,750	225,000	(66,250)	675,000	24%
	Golf Green Fees & Cart Permits	126,399	130,000	(3,601)	390,000	32%
	Permits, Registrations and Business, Liquor, Pet License	95,469	64,100	31,369	192,300	50%
	Misc. Revenues	1,149,170	13,000	1,136,170	39,000	2947%
	Grants	91,807	44,271	47,536	132,813	69%
	Fees	26,103	29,800	(3,697)	89,400	29%
	Cemetery	74,657	60,667	13,990	182,000	41%
	Water Park	84,493	36,733	47,760	110,200	77%
	Misc. Contracts & Leases	19,300	20,753	(1,453)	62,260	31%
	Donations	20,000	6,667	13,333	20,000	100%
		25,388,095	21,074,008	4,314,087	63,222,023	40%
<b>320</b>	<b>Streets Improvement</b>					
	Gasoline Tax	247,586	226,667	20,920	680,000	36%
	Auto License	40,936	35,000	5,936	105,000	39%
	State Legislative Grant	-	216,338	(216,338)	649,014	0%
	Misc.	6,043	-	6,043	-	
		294,565	478,005	(183,440)	1,434,014	21%
<b>350</b>	<b>LOCAL GOVERNMENT CORRECTION</b>					
	Local Correction Fees (Tickets, Fees, etc.)	236,088	243,333	(7,245)	730,000	32%
		236,088	243,333	(7,245)	730,000	32%
<b>600, 650, 680</b>	<b>LODGERS TAX</b>					
	LT - Promotional (600)	475,266	300,000	175,266	900,000	53%
	LT - Non Promotional (650)	712,899	433,333	279,565	1,300,000	55%
	LT - Discretionary (680)	455,518	400,000	55,518	1,200,000	38%
		1,643,683	1,133,333	510,349	3,400,000	48%
<b>700</b>	<b>WATER &amp; SEWER</b>					
	Water	2,964,658	2,000,000	964,658	6,000,000	49%
	Sewer Services	2,003,925	1,733,333	270,592	5,200,000	39%
	Septage Services	157,272	160,000	(2,728)	480,000	33%
	Effluent Contract	341,820	2,333	339,487	7,000	4883%
	Double Eagle Water	515,641	333,333	182,308	1,000,000	52%
	Misc. Revenues	817,817	3,383,161	(2,565,344)	10,149,483	8%
	Late & Reconnect Fees	145,992	73,667	72,325	221,000	66%
		6,947,125	7,685,828	(738,702)	23,057,483	30%
<b>720</b>	<b>LANDFILL &amp; SOLID WASTE DISPOSAL</b>					
	Solid Waste Disposal Services	2,663,524	2,433,333	230,191	7,300,000	36%
	Gross Receipts Tax (Environmental)	495,091	406,379	88,712	1,219,136	41%
	County Share of Costs	-	-	-	-	
	Misc. Revenues	8,365	3,333	5,032	10,000	84%
		3,166,980	2,843,045	323,935	8,529,136	37%

### Total Revenues - \$Ms: \$46.8



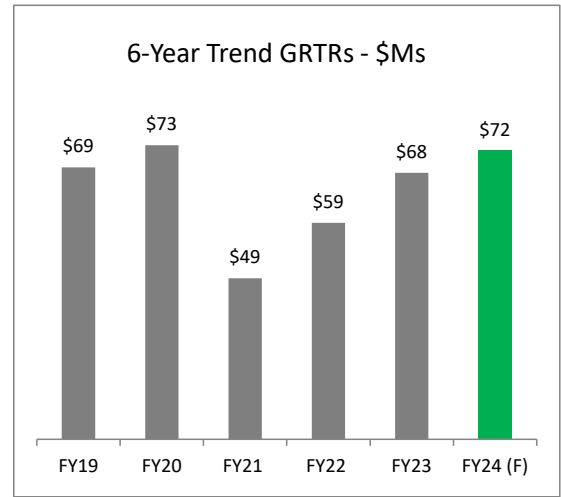
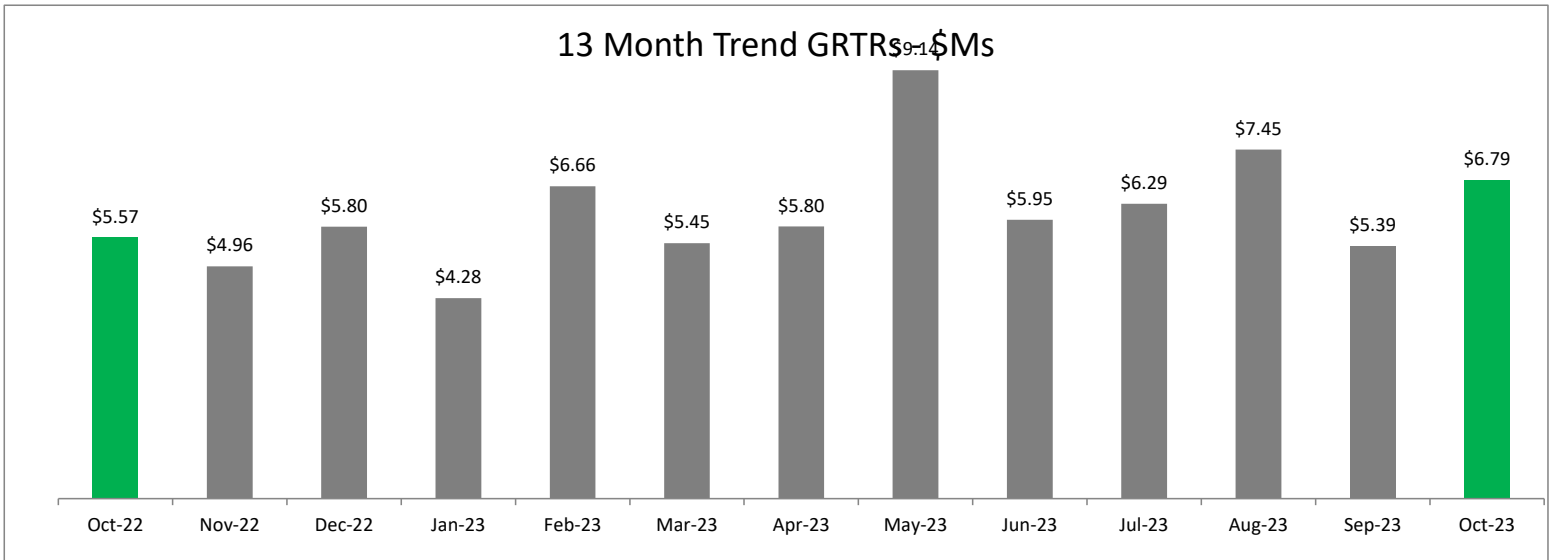
### Total Revenues - \$Ms: \$46.8





## **4. Revenues – Gross Receipts Tax**

Fund	% of Total Revenue	July - October			Total FY Budget	FY Target 33%
		Actual	Budget	Fav(Unfav)		
<b>Fund 1 - General</b>						
Municipal GRT	25%	11,744,798	9,640,325	2,104,472	28,920,976	41%
Muni Share - State GRT	21%	9,847,382	8,082,895	1,764,487	24,248,684	41%
Muni Infrastructure	2%	987,589	810,630	176,959	2,431,890	41%
	48%	22,579,769	18,533,850	4,045,919	55,601,550	41%
<b>Fund 2 - Muni Capital Outlay GRT</b>	4%	1,858,535	1,525,516	333,019	4,576,548	41%
<b>Fund 29 - Muni Infrastructure (Sports Complex)</b>	2%	987,589	810,630	176,959	2,431,890	41%
<b>Fund 24 - Municipal Environment (SW Disposal)</b>	1%	495,091	406,379	88,712	1,219,136	41%
	7%	3,341,215	2,742,525	598,690	8,227,574	41%
<b>Total</b>	55%	25,920,984	21,276,375	<b>4,644,609</b>	63,829,124	41%



### Top 10 Daily Amounts Received

Count	Total Amt Received	Daily Amount	For the Month/Year	Received Month/Year
1	\$9,138,192.40	\$294,780.40	March 2023	May 2023
2	\$8,762,449.97	\$282,659.68	July 2019	September 2019
3	\$7,780,983.22	\$259,366.11	June 2019	August 2019
4	\$7,482,736.94	\$249,424.56	September 2019	November 2019
5	\$7,566,132.05	\$244,068.77	March 2022	May 2022
6	\$7,445,505.59	\$243,675.48	June 2023	August 2023
7	\$7,124,006.63	\$229,806.67	December 2019	February 2020
8	\$6,930,887.15	\$223,577.00	March 2020	May 2020
9	\$6,792,187.64	\$215,067.00	August 2023	October 2023
10	\$6,663,424.17	\$214,949.00	December 2022	February 2023

City of Carlsbad, NM  
Gross Receipts Tax Revenue by Industry  
Lodgers' Tax by Fund  
6-year Summary

**GROSS RECEIPTS TAX**

Industry	2019	2020	2021	2022	2023	2024
11 -Agriculture, Forestry, Fishing and Hunting	22,669	21,842	11,671	23,697	67,199	16,549
21 - Mining, Quarrying, and Oil & Gas Extraction	8,134,619	8,647,043	3,028,643	2,564,345	4,694,557	1,908,921
22 - Utilities	1,167,338	1,147,306	1,151,849	1,207,978	1,402,464	455,178
23 - Construction	7,899,915	8,122,488	4,730,146	4,876,493	4,520,550	2,170,699
31-33 - Manufacturing	3,469,026	3,297,937	2,104,535	3,371,162	3,595,940	1,521,298
42 - Wholesale Trade	9,015,334	6,907,910	4,880,331	8,848,323	11,168,832	4,228,178
44-45 - Retail Trade	14,608,729	14,392,762	11,871,206	14,803,290	16,279,065	6,262,469
48-49 - Transportation and Warehousing	3,298,329	3,314,559	487,889	(744,853)	489,654	452,702
51 - Information	1,322,192	1,583,850	1,023,696	1,262,870	1,316,542	448,448
52 - Finance and Insurance	304,195	326,561	297,729	332,000	310,904	104,716
53 - Real Estate and Rental and Leasing	2,977,833	3,768,265	1,878,899	1,901,279	2,168,372	732,590
54 - Professional, Scientific, and Tech Services	2,912,610	3,448,135	3,161,459	3,846,312	3,685,983	1,464,714
55 - Mgt of Companies and Enterprises	1	-	-	410	-	2,721
56 - Admin/Support & Waste Mgt & Remed Svcs	1,137,359	2,248,662	3,577,316	4,898,287	2,238,296	(350,172)
61 - Educational Services	17,202	106,035	108,896	180,443	155,125	39,601
62 - Health Care and Social Assistance	2,244,077	1,474,911	1,367,939	1,544,686	1,655,962	858,484
71 - Arts, Entertainment, and Recreation	38,468	29,907	29,340	21,083	40,877	29,561
72 - Accommodation and Food Services	6,234,953	5,355,035	4,184,717	5,309,188	6,460,048	2,405,800
81 - Other Services (except Public Admin)	3,885,183	4,255,106	3,199,029	4,221,708	5,536,834	2,121,366
92 - Public Administration	-	-	140	616	89	518
Unclassified Establishments	103,379	122,605	131,735	606,762	791,722	521,645
Internet Sales (prior to FY22 allocation only)	-	287,902	575,804	-	-	-
<b>Total from Industry</b>	<b>68,793,411</b>	<b>68,858,821</b>	<b>47,802,968</b>	<b>59,076,081</b>	<b>66,579,012</b>	<b>25,395,987</b>

Less: Admin Fess	(1,120,897)	(970,148)	(774,547)	(1,122,435)	(1,253,466)	(474,409)
Less: Contracts	(475,736)	(1,030,682)	(900,062)	(226,135)	-	-
Add: Food Distributions	1,791,438	5,876,274	2,034,441	1,239,304	1,427,367	482,791
Add: Medical Distributions	173,067	205,725	203,027	40,629	62,511	42,207
Add: Municipal Equivalent Distribution	220,376	242,200	126,861	-	-	-
Add: Interstate Telecom	6,990	1,016	6,733	-	-	-
<b>Total Distribution</b>	<b>69,388,649</b>	<b>73,183,206</b>	<b>48,499,421</b>	<b>59,007,444</b>	<b>66,815,424</b>	<b>25,446,575</b>

**LODGERS TAX**

Fund	2019	2020	2021	2022	2023	2024
Promotional	1,656,917	1,446,944	635,817	901,750	1,205,299	475,266
Non-Promotional	2,510,750	2,151,166	953,726	1,352,641	1,807,950	712,899
Discretionary	-	-	757,608	1,315,616	1,390,290	455,518
<b>TOTAL LODGERS TAX</b>	<b>4,167,667</b>	<b>3,598,110</b>	<b>2,347,151</b>	<b>3,570,007</b>	<b>4,403,539</b>	<b>1,643,683</b>



City of Carlsbad, NM  
Gross Receipts Tax Revenue by Industry  
FY24

Industry	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	%
11 -Agriculture, Forestry, Fishing and Hunting	5,825	5,960	4,764	-									16,549	0%
21 - Mining, Quarrying, and Oil & Gas Extraction	438,791	585,999	439,109	445,022									1,908,921	8%
22 - Utilities	68,469	91,721	144,789	150,199									455,178	2%
23 - Construction	481,064	565,469	522,981	601,185									2,170,699	9%
31-33 - Manufacturing	354,420	392,414	362,363	412,102									1,521,298	6%
42 - Wholesale Trade	1,026,792	1,122,655	991,929	1,086,802									4,228,178	17%
44-45 - Retail Trade	1,438,385	1,578,106	1,616,438	1,629,540									6,262,469	25%
48-49 - Transportation and Warehousing	94,921	83,672	135,835	138,274									452,702	2%
51 - Information	110,883	113,928	112,934	110,704									448,448	2%
52 - Finance and Insurance	34,169	24,508	32,296	13,742									104,716	0%
53 - Real Estate and Rental and Leasing	168,786	255,019	136,953	171,832									732,590	3%
54 - Professional, Scientific, and Tech Services	390,912	392,741	306,552	374,509									1,464,714	6%
55 - Mgt of Companies and Enterprises	-	-	-	2,721									2,721	0%
56 - Admin/Support & Waste Mgt & Remed Srvs	223,381	254,288	(909,873)	82,033									(350,172)	-1%
61 - Educational Services	11,593	12,885	7,815	7,308									39,601	0%
62 - Health Care and Social Assistance	119,334	428,441	131,320	179,389									858,484	3%
71 - Arts, Entertainment, and Recreation	12,282	7,001	4,895	5,383									29,561	0%
72 - Accommodation and Food Services	569,930	617,033	633,493	585,344									2,405,800	9%
81 - Other Services (except Public Admin)	560,542	464,841	487,911	608,073									2,121,366	8%
92 - Public Administration	-	-	518	-									518	0%
Unclassified Establishments	50,274	318,570	97,003	55,797									521,645	2%
<b>Total from Industry</b>	<b>6,160,752</b>	<b>7,315,251</b>	<b>5,260,025</b>	<b>6,659,958</b>	-	-	-	-	-	-	-	-	<b>25,395,987</b>	<b>100%</b>
Less: Admin Fess	(115,712)	(135,241)	(98,334)	(125,122)									(474,409)	
Less: Contracts		-	-	-										
Add: Food Distributions	126,246	127,143	114,032	115,369									482,791	
Add: Medical Distributions	4,960	3,111	17,275	16,860									42,207	
<b>TOTAL GRT</b>	<b>6,176,247</b>	<b>7,310,265</b>	<b>5,292,998</b>	<b>6,667,066</b>	-	-	-	-	-	-	-	-	<b>25,446,575</b>	

## 5. Transfers

The City of Carlsbad  
Transfers by Fund  
FY24-04 October

		July - October			Total	FY
		Actual	Adj Bud	Fav(Unfav)	FY Budget	Target
Fund	Fund					33%
General Fund	101 General Fund	(13,796,424)	(12,896,424)	(900,000)	(12,896,424)	107%
	102 Payroll	-	-	-	-	
Captial Funds	200 GRT Capital Outlay	(3,800,000)	(6,050,000)	2,250,000	(6,050,000)	63%
	201 Capital Projects	1,700,000	2,250,000	(550,000)	2,250,000	76%
	202 Airport Improvements	-	-	-	-	
	220 Landfill-Reserve	111,000	111,000	-	111,000	100%
	230 Landfill-Closure	-	-	-	-	
	240 Landfill-Construction	4,000,000	4,000,000	-	4,000,000	100%
Special Revenue Funds	300 Sports Complex	13,307	13,307	-	13,307	100%
	320 Streets Improvement	4,300,000	4,300,000	-	4,300,000	100%
	350 Local Government Correction	-	-	-	-	
	360 Cannabis Fund	(355,000)	(355,000)	-	(355,000)	100%
Insurance Funds	400 Disaster Preparedness	-	-	-	-	
	401 Insurance	1,200,000	1,200,000	-	1,200,000	100%
	402 Workers' Compensation	1,050,000	1,050,000	-	1,050,000	100%
	420 Health Insurance	(826,848)	(826,848)	-	(826,848)	100%
Grant Funds	500 Fire Protection	-	-	-	-	
	501 Emergency Medical Services	-	-	-	-	
	520 Law Enforcement Protection	-	-	-	-	
	521 FY23 - LERRF	-	(300,000)	300,000	(300,000)	0%
	523 FY24 - LERF	-	(600,000)	600,000	(600,000)	0%
	550 Beautification	90,000	90,000	-	90,000	100%
	570 Municipal Transit	1,020,331	1,020,331	-	1,020,331	100%
	580 CDBG Grant	-	-	-	-	
Lodgers' Tax	590 American Rescue Plan Act	-	-	-	-	
	600 LT-Promotional	-	-	-	-	
	650 LT-Non Promotional	-	-	-	-	
Enterprise Funds	680 LT-Discretionary	-	-	-	-	
	700 Water & Sewer	647,068	2,347,068	(1,700,000)	2,347,068	28%
	720 Solid Waste Disposal	(4,308,710)	(4,308,710)	-	(4,308,710)	100%
	750 Special Museum	-	-	-	-	
Debt Service Funds	790 Golf Pro Shop	(44,724)	(44,724)	-	(44,724)	100%
	850 NMFA-Water & Sewer	9,000,000	9,000,000	-	9,000,000	100%
Agency Funds	900 Permanent W&S	-	-	-	-	
	920 Municipal Court	-	-	-	-	
	950 WIPP Accel Impact	-	-	-	-	
		(0)	(0)	-	(0)	100%

## 6. Labor



Fund	Fund Name	Depart	Depart Name	% of Total Labor	July - October			Total FY Budget	FY Target 31%
					Actual	Adj Bud	Fav(Unfav)		
101	General Fund	10110	Mayor & Council	0%	25,406	30,062	4,656	97,702	26%
101	General Fund	10111	Executive & Legislative	3%	541,796	629,893	88,097	2,047,153	26%
101	General Fund	10112	Judicial	1%	196,605	200,447	3,841	651,452	30%
101	General Fund	10113	City Clerk	1%	133,428	135,548	2,120	440,531	30%
101	General Fund	10114	Human Resources	0%	24,596	92,726	68,131	301,361	8%
101	General Fund	10115	Finance-Admin	2%	359,338	345,919	(13,419)	1,124,237	32%
101	General Fund	10116	Finance-Cashiers	1%	132,864	136,467	3,603	443,518	30%
101	General Fund	10117	Information Technology	1%	168,538	187,822	19,284	610,422	28%
Total Administration				10%	1,582,571	1,758,885	176,314	5,716,376	28%
101	General Fund	10120	PD - Admin	2%	259,356	322,019	62,663	1,046,563	25%
101	General Fund	10121	PD - Patrol	12%	1,914,836	2,032,479	117,643	6,605,558	29%
101	General Fund	10122	PD - Detective/Criminal Invest	4%	612,657	618,300	5,643	2,009,475	30%
101	General Fund	10123	PD - Community Services	3%	447,759	407,304	(40,454)	1,323,739	34%
101	General Fund	10124	PD - Animal Control	0%	77,784	79,177	1,393	257,325	30%
101	General Fund	10125	PD - Communications	3%	550,362	595,139	44,777	1,934,202	28%
101	General Fund	10126	PD - Traffic	1%	196,550	181,753	(14,797)	590,697	33%
101	General Fund	10127	PD - Professional Standards	1%	152,841	158,104	5,263	513,839	30%
101	General Fund	10128	PD - Records	1%	137,173	149,480	12,307	485,808	28%
101	General Fund	10129	PD - Training & Recruitment	0%	33,051	-	(33,051)	-	-
Total Police Department				27%	4,382,369	4,543,756	194,438	14,767,206	30%
101	General Fund	10130	Fire - Admin	1%	138,333	432,544	294,211	1,405,769	10%
101	General Fund	10133	Fire - Suppression	19%	3,101,669	2,951,172	(150,497)	9,591,308	32%
101	General Fund	10134	Fire - PFA	1%	133,690	132,989	(701)	432,214	31%
Total Fire Department				20%	3,373,692	3,516,705	143,013	11,429,291	30%
101	General Fund	10140	Community Development	0%	80,337	138,851	58,515	451,267	18%
101	General Fund	10141	Library	1%	215,270	221,880	6,610	721,109	30%
101	General Fund	10142	Museum	1%	85,218	97,115	11,897	315,623	27%
101	General Fund	10144	Airport	1%	105,803	106,711	908	346,810	31%
101	General Fund	10145	Riverwalk Recreation	1%	187,530	186,482	(1,048)	606,067	31%
101	General Fund	10146	Golf	1%	244,347	234,016	(10,331)	760,553	32%
101	General Fund	10147	Water Park	1%	145,442	202,669	57,227	658,674	22%
101	General Fund	10148	Sr. Rec - San Jose	0%	-	-	-	-	-
101	General Fund	10149	Sr. Rec - N. Mesa	0%	74,437	69,496	(4,941)	225,861	33%
101	General Fund	10150	Sr. Rec-Alejandro Ruiz	0%	72,808	79,208	6,400	257,425	28%
101	General Fund	10151	Facility Maintenance	2%	411,738	436,367	24,629	1,418,191	29%
Total Community Development & Municipal Servcies				10%	1,622,928	1,772,794	149,865	5,761,580	28%
101	General Fund	10152	Streets	2%	400,022	586,647	186,625	1,906,603	21%
101	General Fund	10153	Parks	2%	387,195	369,149	(18,046)	1,199,733	32%
101	General Fund	10154	Community Service	1%	161,327	159,159	(2,168)	517,266	31%
101	General Fund	10155	Garage	3%	426,421	472,859	46,438	1,536,793	28%
101	General Fund	10156	Electrical	2%	274,963	298,719	23,756	970,838	28%
101	General Fund	10157	Construction	2%	387,737	398,843	11,106	1,296,241	30%
Total Public Works				12%	2,037,665	2,285,376	247,711	7,427,473	27%
101	General Fund	10158	Projects	1%	134,101	314,608	180,507	1,022,477	13%
101	General Fund	10160	Planning & Regulation	2%	267,724	271,739	4,015	883,153	30%
Total Projects & Planning				2%	401,825	586,348	184,522	1,905,630	21%
<b>TOTAL GENERAL FUND</b>				<b>81%</b>	<b>13,401,051</b>	<b>14,463,863</b>	<b>1,095,864</b>	<b>47,007,555</b>	<b>29%</b>
300	Sports Complex	30000	Sports Complex	1%	222,371	237,894	15,524	773,157	29%

Fund	Fund Name	Depart	Depart Name	% of Total Labor	July - October			Total FY Budget	FY Target
					Actual	Adj Bud	Fav(Unfav)		
570	Municipal Transit	57070	Municipal Transit	2%	352,993	366,303	13,310	1,190,485	30%
<b>Total Other Government Funds</b>				<b>3%</b>	<b>575,364</b>	<b>604,198</b>	<b>28,834</b>	<b>1,963,642</b>	<b>29%</b>
720	Solid Waste Disposal	72030	Solid Waste Disposal	4%	699,505	711,878	12,373	2,313,604	30%
<b>Total Solid Waste Disposal - Enterprise Fund</b>				<b>4%</b>	<b>699,505</b>	<b>711,878</b>	<b>12,373</b>	<b>2,313,604</b>	<b>30%</b>
700	Water & Sewer	70000	Water	5%	871,092	885,565	14,472	2,878,085	30%
700	Water & Sewer	70001	Waste Water	2%	294,646	318,535	23,889	1,035,239	28%
700	Water & Sewer	70002	Double Eagle	2%	269,384	248,412	(20,972)	807,339	33%
700	Water & Sewer	70003	Collection System	1%	170,777	204,391	33,615	664,272	26%
700	Water & Sewer	70004	Lab Environmental Services	1%	127,758	120,733	(7,025)	392,381	33%
<b>Total Water &amp; Sewer - Enterprise Fund</b>				<b>10%</b>	<b>1,733,657</b>	<b>1,777,636</b>	<b>43,979</b>	<b>5,777,317</b>	<b>30.0%</b>
790	Golf Pro Shop	79090	Golf Pro Shop	1%	104,999	142,864	37,865	464,307	23%
<b>Total Golf Pro Shop - Enterprise Fund</b>				<b>1%</b>	<b>104,999</b>	<b>142,864</b>	<b>37,865</b>	<b>464,307</b>	<b>23%</b>
<b>Total Labor</b>				<b>100%</b>	<b>16,514,575</b>	<b>17,557,575</b>	<b>1,181,050</b>	<b>57,526,426</b>	<b>29%</b>

Fund	Fund Name	Depart	Depart Name	Direct *			Associated Payroll ^		
				Actual	Budget	Variance	Actual	Budget	Variance
101	General Fund	10110	Mayor & Council	23,600	26,889	3,289	1,806	2,060	254
101	General Fund	10111	Executive & Legislative	417,612	482,062	64,450	124,184	124,502	318
101	General Fund	10112	Judicial	135,538	142,510	6,972	61,068	50,513	(10,555)
101	General Fund	10113	City Clerk	85,820	88,930	3,110	47,608	41,598	(6,010)
101	General Fund	10114	Human Resources	20,490	69,619	49,129	4,105	19,673	15,568
101	General Fund	10115	Finance-Admin	245,693	237,113	(8,580)	113,645	95,994	(17,651)
101	General Fund	10116	Finance-Cashiers	103,608	103,557	(51)	29,256	27,856	(1,401)
101	General Fund	10117	Information Technology	119,334	128,910	9,576	49,204	51,956	2,752
Total Administration				1,151,694	1,279,589	127,895	430,877	414,152	(16,725)
101	General Fund	10120	PD - Admin	174,561	210,709	36,147	84,795	99,384	14,589
101	General Fund	10121	PD - Patrol	1,318,203	1,313,468	(4,735)	596,633	643,734	47,101
101	General Fund	10122	PD - Detective/Criminal Invest	394,718	388,662	(6,056)	217,939	206,738	(11,201)
101	General Fund	10123	PD - Community Services	272,475	242,756	(29,719)	175,284	149,463	(25,821)
101	General Fund	10124	PD - Animal Control	51,355	51,343	(12)	26,428	24,901	(1,527)
101	General Fund	10125	PD - Communications	392,318	391,056	(1,262)	158,044	182,041	23,997
101	General Fund	10126	PD - Traffic	129,641	116,665	(12,977)	66,909	58,357	(8,552)
101	General Fund	10127	PD - Professional Standards	99,271	97,824	(1,447)	53,570	54,424	854
101	General Fund	10128	PD - Records	80,463	86,362	5,900	56,710	57,581	871
101	General Fund	10129	PD - Training & Recruitment	21,031	-	(21,031)	12,021	-	(12,021)
Total Police Department				2,934,037	2,898,846	(35,191)	1,448,332	1,476,623	28,290
101	General Fund	10130	Fire - Admin	60,901	284,572	223,671	77,432	131,952	54,520
101	General Fund	10133	Fire - Suppression	2,123,054	1,928,412	(194,642)	978,615	913,457	(65,158)
101	General Fund	10134	Fire - PFA	88,835	90,568	1,733	44,854	37,495	(7,359)
Total Fire Department				2,272,790	2,303,552	30,762	1,100,901	1,082,905	(17,997)
101	General Fund	10140	Community Development	63,036	102,824	39,788	17,301	30,885	13,584
101	General Fund	10141	Library	160,482	165,249	4,766	54,787	48,413	(6,374)
101	General Fund	10142	Museum	59,847	63,012	3,164	25,371	30,506	5,136
101	General Fund	10144	Airport	79,224	81,164	1,940	26,579	21,595	(4,984)
101	General Fund	10145	Riverwalk Recreation	157,410	151,581	(5,828)	30,120	27,994	(2,126)
101	General Fund	10146	Golf	184,555	175,248	(9,307)	59,792	50,101	(9,691)
101	General Fund	10147	Water Park	127,765	175,222	47,456	17,677	19,941	2,264
101	General Fund	10148	Sr. Rec - San Jose	-	-	-	-	-	-
101	General Fund	10149	Sr. Rec - N. Mesa	59,821	54,234	(5,587)	14,616	12,687	(1,928)
101	General Fund	10150	Sr. Rec-Alejandro Ruiz	53,992	59,860	5,867	18,815	16,415	(2,401)
101	General Fund	10151	Facility Maintenance	269,312	293,397	24,085	142,426	126,808	(15,618)
Total Community Development & Municipal Scrvices				1,215,444	1,321,790	106,345	407,484	385,345	(22,139)
101	General Fund	10152	Streets	280,544	397,547	117,003	119,479	167,373	47,894
101	General Fund	10153	Parks	263,549	254,439	(9,110)	123,645	101,037	(22,608)
101	General Fund	10154	Community Service	100,593	103,567	2,973	60,733	49,697	(11,036)
101	General Fund	10155	Garage	283,609	319,052	35,444	142,813	136,294	(6,519)
101	General Fund	10156	Electrical	197,161	210,771	13,610	77,802	76,885	(917)
101	General Fund	10157	Construction	238,136	254,145	16,009	149,601	129,926	(19,675)
Total Public Works				1,363,592	1,539,521	175,928	674,073	661,212	(12,861)
101	General Fund	10158	Projects	90,715	214,853	124,138	43,386	88,103	44,717
101	General Fund	10160	Planning & Regulation	190,134	192,660	2,527	77,591	69,014	(8,576)
Total Projects & Planning				280,849	407,513	126,665	120,977	157,118	36,141
<b>TOTAL GENERAL FUND</b>				9,218,406	9,750,811	532,405	4,182,645	4,177,354	(5,291)
300	Sports Complex	30000	Sports Complex	157,650	174,018	16,369	64,721	55,065	(9,656)
570	Municipal Transit	57070	Municipal Transit	239,582	254,329	14,747	113,412	98,408	(15,004)
<b>Total Other Government Funds</b>				397,231	428,347	31,116	178,133	153,473	(24,660)

Fund	Fund Name	Depart	Depart Name	Direct *			Associated Payroll ^		
				Actual	Budget	Variance	Actual	Budget	Variance
720	Solid Waste Disposal	72030	Solid Waste Disposal	498,920	491,593	(7,327)	200,585	193,919	(6,665)
	<b>Total Solid Waste Disposal - Enterprise Fund</b>			<b>498,920</b>	<b>491,593</b>	<b>(7,327)</b>	<b>200,585</b>	<b>193,919</b>	<b>(6,665)</b>
700	Water & Sewer	70000	Water	615,491	616,611	1,120	255,601	236,155	(19,446)
700	Water & Sewer	70001	Waste Water	203,332	214,980	11,648	91,314	91,758	444
700	Water & Sewer	70002	Double Eagle	187,604	174,679	(12,925)	81,780	64,533	(17,247)
700	Water & Sewer	70003	Collection System	116,635	140,490	23,855	54,142	56,331	2,189
700	Water & Sewer	70004	Lab Environmental Services	83,742	80,747	(2,996)	44,015	35,514	(8,501)
	<b>Total Water &amp; Sewer - Enterprise Fund</b>			<b>1,206,804</b>	<b>1,227,506</b>	<b>20,702</b>	<b>526,853</b>	<b>484,291</b>	<b>(42,561)</b>
790	Golf Pro Shop	79090	Golf Pro Shop	74,606	102,035	27,429	30,393	35,537	5,144
	<b>Golf Pro Shop - Enterprise Fund</b>			<b>74,606</b>	<b>102,035</b>	<b>27,429</b>	<b>30,393</b>	<b>35,537</b>	<b>5,144</b>
	<b>Total Labor</b>			<b>11,395,968</b>	<b>12,000,292</b>	<b>604,324</b>	<b>5,118,608</b>	<b>5,044,575</b>	<b>(74,033)</b>

\* Direct Laor includes: Salary, Regular, OT, DT, & Allowances

^ Associated Payroll includes: Taxes, PERA, & Health Insurance



Administration 1,582,571  
 % of Total Labor 10%



Police Dept 4,382,369  
 % of Total Labor 27%



Fire Dept 3,373,692  
 % of Total Labor 20%



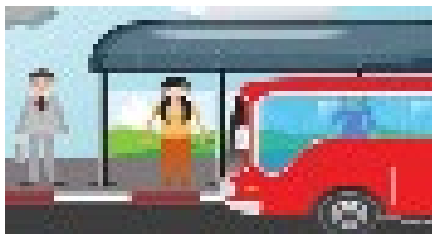
Community Svcs 1,622,928  
 % of Total Labor 10%



Public Works 2,037,665  
 % of Total Labor 12%



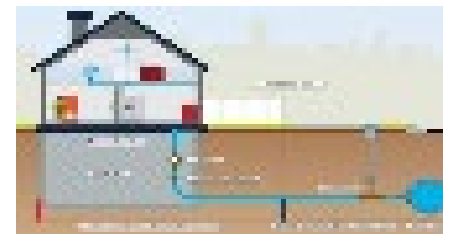
Projects/Planning 401,825  
 % of Total Labor 2%



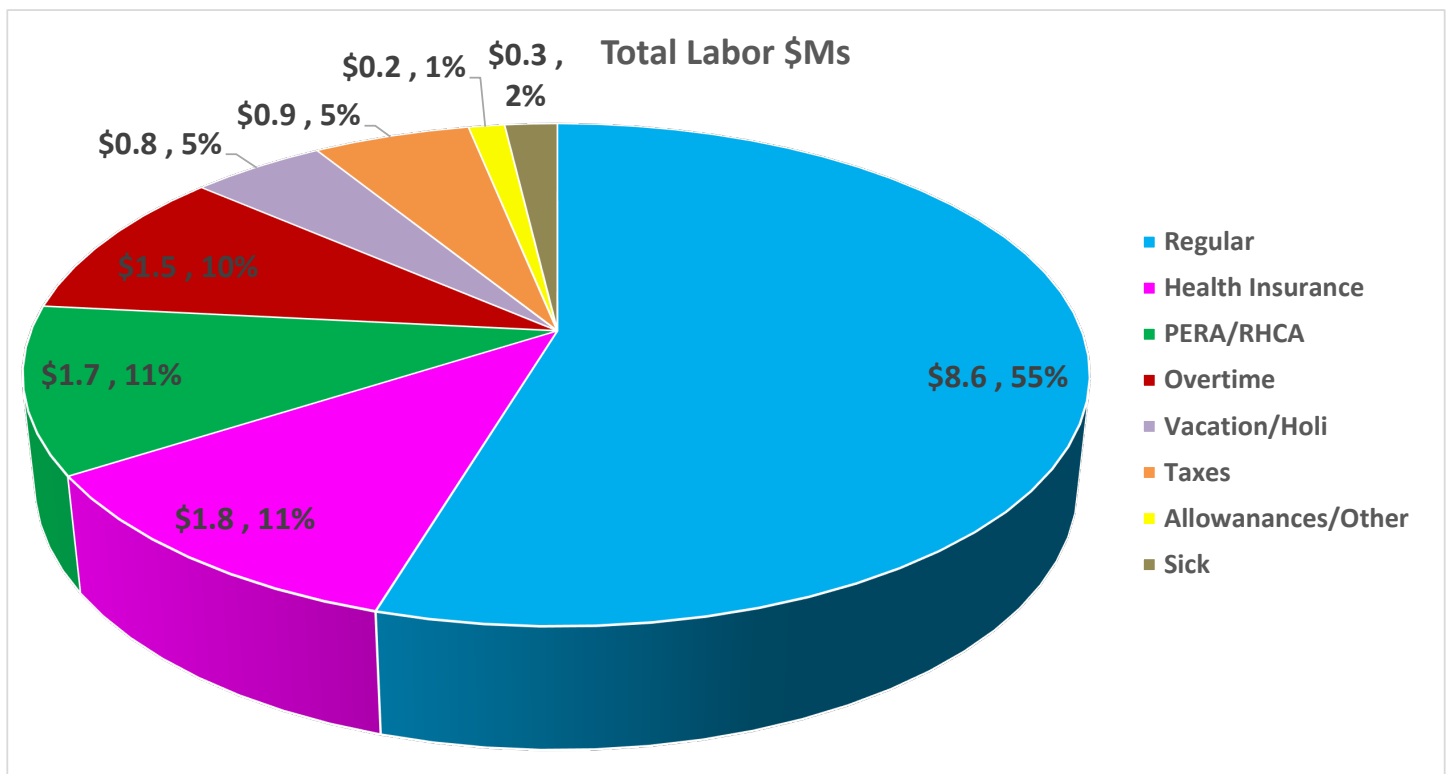
Other Government 575,364  
 % of Total Labor 3%



Solid Waste Disposal 699,505  
 % of Total Labor 4%



Water & Sewer 1,733,657  
 % of Total Labor 10%



The City of Carlsbad  
 Total Labor  
 FY24-04 October



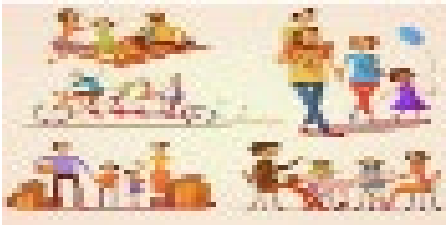
Administration 1,582,571  
 % of Total Labor 10%



Police Dept 4,382,369  
 % of Total Labor 27%



Fire Dept 3,373,692  
 % of Total Labor 20%



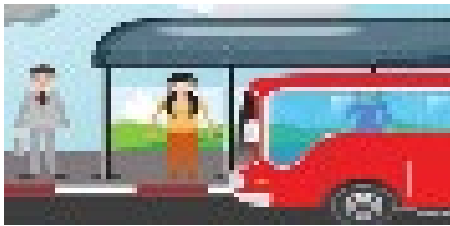
Community Svcs 1,622,928  
 % of Total Labor 10%



Public Works 2,037,665  
 % of Total Labor 12%



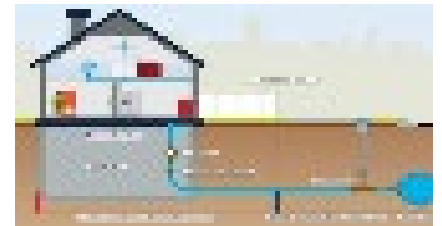
Projects/Planning 401,825  
 % of Total Labor 2%



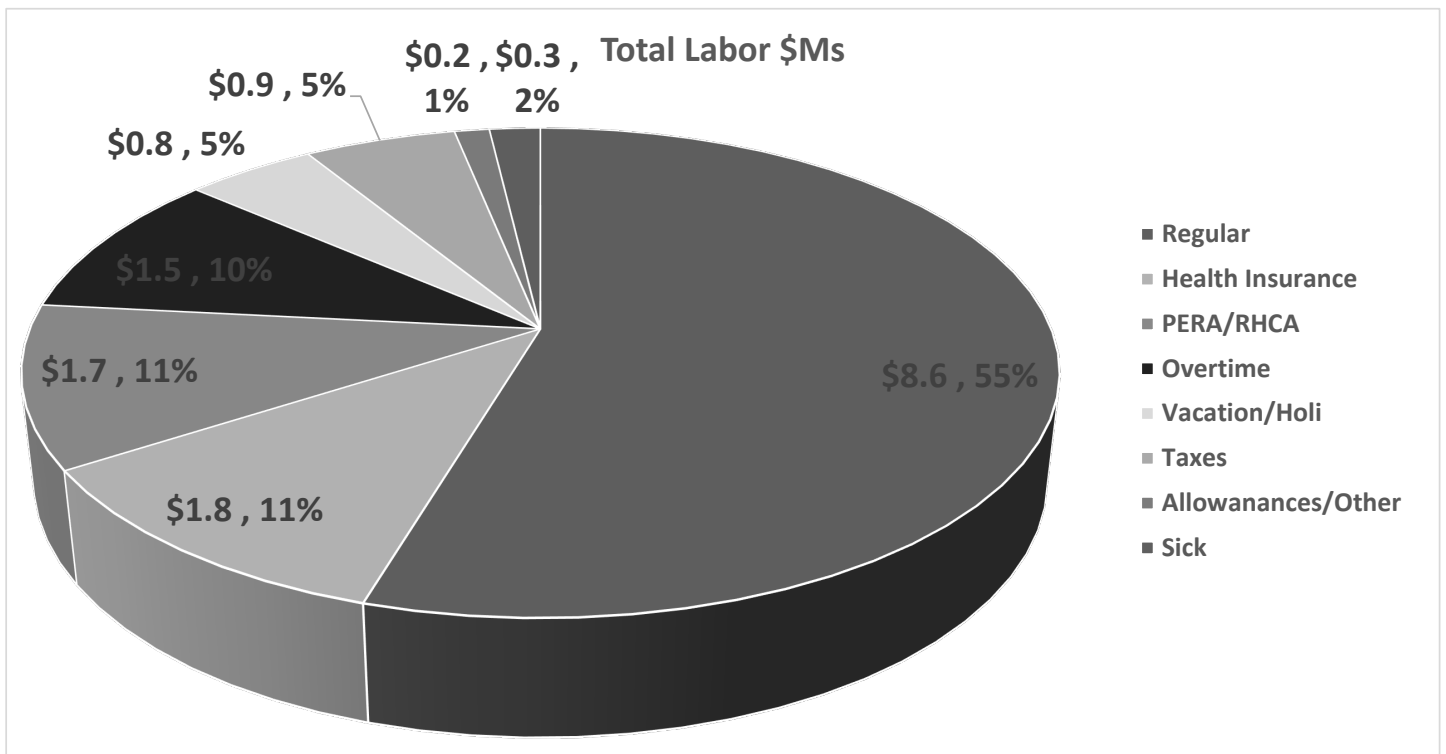
Other Government 575,364  
 % of Total Labor 3%



Solid Waste Disposal 699,505  
 % of Total Labor 4%



Water & Sewer 1,733,657  
 % of Total Labor 10%



## 7. Operations

Fund	Fund Name	Dept	Depart Name	% of Total Costs	July - October			Total FY Budget	FY Target 33%
					Actual	Adj Bud	Fav(Unfav)		
101	General Fund	10110	Mayor & Council	0%	744	6,167	5,423	18,500	4%
101	General Fund	10111	Executive & Legislative	3%	349,395	628,200	278,805	1,884,600	19%
101	General Fund	10112	Judicial	0%	47,851	75,377	27,526	226,130	21%
101	General Fund	10113	City Clerk	0%	22,865	14,813	(8,052)	44,438	51%
101	General Fund	10114	Human Resources	0%	864	7,253	6,389	21,760	4%
101	General Fund	10115	Finance-Admin	3%	322,778	227,707	(95,071)	683,120	47%
101	General Fund	10116	Finance-Cashiers	0%	-	-	-	-	-
101	General Fund	10117	Information Technology	2%	188,825	223,400	34,575	670,200	28%
101	General Fund	10119	GRTR Fees	3%	343,899	355,000	11,101	1,065,000	32%
Total Administration				10%	1,277,220	1,537,916	260,696	4,613,748	28%
101	General Fund	10120	PD - Admin	7%	819,608	734,673	(84,934)	2,204,020	37%
101	General Fund	10121	PD - Patrol	0%	49,472	36,833	(12,638)	110,500	45%
101	General Fund	10122	PD - Detective/Criminal Invest	0%	7,402	10,000	2,598	30,000	25%
101	General Fund	10123	PD - Community Services	0%	1,425	10,190	8,765	30,570	5%
101	General Fund	10124	PD - Animal Control	0%	2,397	2,850	453	8,550	28%
101	General Fund	10125	PD - Communications	0%	9,244	12,547	3,302	37,640	25%
101	General Fund	10126	PD - Traffic	0%	-	-	-	-	-
101	General Fund	10127	PD - Professional Standards	0%	1,088	3,167	2,079	9,500	11%
101	General Fund	10128	PD - Records	0%	528	1,250	722	3,750	14%
101	General Fund	10129	PD - Training & Recruitment	0%	-	-	-	-	-
Total Police Department				7%	891,163	811,510	(79,653)	2,434,530	37%
101	General Fund	10130	Fire - Admin	3%	330,473	430,910	100,437	1,292,730	26%
101	General Fund	10131	Fire - Operations	0%	-	-	-	-	-
101	General Fund	10132	Fire - EMS	0%	-	-	-	-	-
101	General Fund	10133	Fire - Suppression	0%	-	-	-	-	-
101	General Fund	10134	Fire - PFA	0%	-	-	-	-	-
101	General Fund	10135	Fire - Specialty Teams	0%	-	-	-	-	-
Total Fire Department				3%	330,473	430,910	100,437	1,292,730	26%
101	General Fund	10140	Community Development	1%	65,743	91,663	25,920	274,988	24%
101	General Fund	10141	Library	1%	92,735	100,856	8,122	302,569	31%
101	General Fund	10142	Museum	0%	49,185	46,798	(2,387)	140,393	35%
101	General Fund	10143	Performing Arts Center	0%	23,745	33,981	10,235	101,942	23%
101	General Fund	10144	Airport	0%	28,235	46,377	18,142	139,130	20%
101	General Fund	10145	Riverwalk Recreation	0%	42,628	64,676	22,048	194,029	22%
101	General Fund	10146	Golf	1%	179,700	182,592	2,892	547,777	33%
101	General Fund	10147	Water Park	0%	31,171	87,600	56,429	262,800	12%
101	General Fund	10148	Sr. Rec - San Jose	0%	2,859	5,473	2,614	16,420	17%
101	General Fund	10149	Sr. Rec - N. Mesa	0%	26,432	29,957	3,525	89,870	29%
101	General Fund	10150	Sr. Rec-Alejandro Ruiz	0%	31,506	41,740	10,233	125,219	25%
101	General Fund	10151	Facility Maintenance	0%	27,636	55,761	28,125	167,282	17%
Total Community Development & Municipal Svcs				5%	601,575	787,473	185,898	2,362,419	25%
101	General Fund	10152	Streets	2%	297,232	399,043	101,812	1,197,130	25%
101	General Fund	10153	Parks	4%	447,794	446,682	(1,112)	1,340,046	33%
101	General Fund	10154	Community Service	0%	10,577	20,753	10,176	62,260	17%
101	General Fund	10155	Garage	0%	27,863	44,783	16,920	134,350	21%
101	General Fund	10156	Electrical	0%	14,886	19,337	4,451	58,010	26%
101	General Fund	10157	Construction	0%	22,070	26,864	4,795	80,593	27%
101	General Fund	10161	Cemetery	2%	226,054	230,371	4,317	691,114	33%
Total Public Works				9%	1,046,476	1,187,834	141,358	3,563,503	29%
101	General Fund	10158	Projects	0%	6,563	16,767	10,204	50,300	13%
101	General Fund	10160	Planning & Regulation	3%	331,603	190,758	(140,845)	572,275	58%
Total Projects & Planning				3%	338,166	207,525	(130,641)	622,575	54%
<b>TOTAL GENERAL FUND</b>				<b>37%</b>	<b>4,485,074</b>	<b>4,963,168</b>	<b>478,094</b>	<b>14,889,505</b>	<b>30%</b>



Fund	Fund Name	Dept	Depart Name	% of Total Costs	July - October			Total FY Budget	FY Target 33%	
					Actual	Adj Bud	Fav(Unfav)			
102	Payroll	10202	Payroll	0%	-	83	83	250	0%	
<b>Total Payroll</b>					-	<b>83</b>	<b>83</b>	<b>250</b>	<b>0%</b>	
200	GRT Capital Outlay	20000	GRT Capital Outlay	1%	74,150	76,667	2,517	230,000	32%	
201	Capital Projects	20101	Capital Projects	0%	-	-	-	-	-	
202	Airport Improvements	20202	Airport Improvements	0%	8,817	45,490	36,673	136,469	6%	
230	Landfill-Closure	23030	Landfill-Closure	0%	3,759	36,667	32,907	110,000	3%	
240	Landfill-Construction	24040	Landfill-Construction	0%	12,752	548,333	535,581	1,645,000	1%	
<b>Total Capital Funds</b>					<b>1%</b>	<b>99,478</b>	<b>707,156</b>	<b>607,678</b>	<b>2,121,469</b>	<b>5%</b>
300	Sports Complex	30000	Sports Complex	1%	151,677	218,508	66,832	655,525	23%	
320	Streets Improvement	32020	Streets Improvement	0%	-	83,333	83,333	250,000	0%	
350	Local Government Correction	35050	Local Government Correction	1%	83,885	175,000	91,115	525,000	16%	
360	Cannabis Revenue	36060	Cannabis Revenue	0%	3,892	3,333	(559)	10,000	39%	
<b>Total Special Revenue Funds</b>					<b>2%</b>	<b>239,454</b>	<b>480,175</b>	<b>240,721</b>	<b>1,440,525</b>	<b>17%</b>
400	Disaster Preparedness	40000	Disaster Preparedness	0%	-	-	-	-	-	
401	Insurance	40101	Insurance	9%	1,108,747	545,774	(562,973)	1,637,321	68%	
402	Workers' Compensation	40202	Workers' Compensation	2%	216,662	281,667	65,004	845,000	26%	
420	Health Insurance	42020	Health Insurance	20%	2,444,758	2,200,000	(244,758)	6,600,000	37%	
<b>Total Insurance Funds</b>					<b>31%</b>	<b>3,770,167</b>	<b>3,027,440</b>	<b>(742,727)</b>	<b>9,082,321</b>	<b>42%</b>
500	Fire Protection	50000	Fire Protection	0%	230	21,667	21,437	65,000	0%	
501	Emergency Medical Services	50101	Emergency Medical Services	0%	-	7,372	7,372	22,115	0%	
520	Law Enforcement Protection	52020	Law Enforcement Protection	1%	85,092	65,667	(19,425)	197,000	43%	
550	Beautification	55050	Beautification	0%	18,374	37,173	18,800	111,520	16%	
570	Municipal Transit	57070	Municipal Transit	1%	94,390	99,460	5,070	298,380	32%	
<b>Total Grant Funds</b>					<b>2%</b>	<b>198,086</b>	<b>231,338</b>	<b>33,253</b>	<b>694,015</b>	<b>29%</b>
600	LT-Promotional	60000	LT-Promotional	4%	476,248	506,124	29,875	1,518,371	31%	
650	LT-Non Promotional	65000	LT-Non Promotional	1%	120,062	293,035	172,973	879,106	14%	
<b>Total Lodgers' Tax</b>					<b>5%</b>	<b>596,311</b>	<b>799,159</b>	<b>202,848</b>	<b>2,397,477</b>	<b>25%</b>
700	Water & Sewer	70000	Water	5%	661,262	823,837	162,575	2,471,510	27%	
700	Water & Sewer	70001	Waste Water	1%	143,889	211,140	67,251	633,420	23%	
700	Water & Sewer	70002	Double Eagle	1%	84,710	189,157	104,447	567,470	15%	
700	Water & Sewer	70003	Collection System	1%	70,331	136,813	66,482	410,440	17%	
700	Water & Sewer	70004	Lab Environmental Services	0%	14,276	14,590	314	43,770	33%	
<b>Total Water &amp; Sewer</b>					<b>8%</b>	<b>974,468</b>	<b>1,375,537</b>	<b>401,069</b>	<b>4,126,610</b>	<b>24%</b>
720	Solid Waste Disposal	72030	Solid Waste Disposal	3%	417,115	712,740	295,625	2,138,220	20%	
720	Solid Waste Disposal	72031	Sandpoint Landfill	1%	163,537	333,333	169,797	1,000,000	16%	
<b>Total Solid Waste Disposal</b>					<b>5%</b>	<b>580,652</b>	<b>1,046,073</b>	<b>465,422</b>	<b>3,138,220</b>	<b>19%</b>
750	Special Museum	75060	Special Museum	0%	2,340	5,000	2,660	15,000	16%	
790	Golf Pro Shop	79090	Golf Pro Shop	2%	200,295	221,283	20,988	663,850	30%	
<b>Other Enterprise Funds</b>					<b>2%</b>	<b>202,635</b>	<b>226,283</b>	<b>23,649</b>	<b>678,850</b>	<b>30%</b>
850	NMFA-Water & Sewer	85050	NMFA-Water & Sewer	9%	1,090,387	683,827	(406,561)	2,051,480	53%	
<b>Total Debt Service</b>					<b>9%</b>	<b>1,090,387</b>	<b>683,827</b>	<b>(406,561)</b>	<b>2,051,480</b>	<b>53%</b>
900	Permanent W&S	90000	Permanent W&S	0%	-	-	-	-	-	
980	ELEA	98080	ELEA	0%	2,466	40,000	37,534	120,000	2%	
<b>Total Agency Funds</b>					<b>0%</b>	<b>2,466</b>	<b>40,000</b>	<b>37,534</b>	<b>120,000</b>	<b>2%</b>

Fund	Fund Name	Dept	Depart Name	% of Total Costs	July - October			Total FY Budget	FY Target 33%
					Actual	Adj Bud	Fav(Unfav)		
<b>Total Operations</b>				<b>100%</b>	<b>12,239,177</b>	<b>13,580,241</b>	<b>1,341,063</b>	<b>40,740,722</b>	<b>30%</b>

## **8. Capital & Project Central**

Fund	Fund Name	Dept	Depart Name	% of Total Costs	July - October			Total FY Budget	FY Target 33%
					Actual	Adj Bud	Fav(Unfav)		
101	General Fund	10111	Executive & Legislative	0%	-	-	-	-	-
101	General Fund	10112	Judicial	0%	17,797	5,932	(11,864)	17,797	100%
101	General Fund	10113	City Clerk	0%	-	-	-	-	-
101	General Fund	10115	Finance-Admin	0%	-	65,811	65,811	197,433	0%
101	General Fund	10117	Information Technology	0%	-	68,333	68,333	205,000	0%
Total Administration				0%	17,797	140,077	122,280	420,230	4%
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101	General Fund	10120	PD - Admin	8%	603,619	548,369	(55,250)	1,645,108	37%
Total Police Department				8%	603,619	548,369	(55,250)	1,645,108	37%
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101	General Fund	10130	Fire - Admin	0%	811	30,750	29,939	92,250	1%
Total Fire Department				0%	811	30,750	29,939	92,250	1%
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101	General Fund	10140	Community Development	0%	31,210	236,291	205,081	708,873	4%
101	General Fund	10141	Library	0%	215	46,246	46,031	138,739	0%
101	General Fund	10142	Museum	0%	-	25,000	25,000	75,000	0%
101	General Fund	10143	Performing Arts Center	0%	36,734	45,727	8,993	137,180	27%
101	General Fund	10144	Airport	0%	-	119,150	119,150	357,450	0%
101	General Fund	10145	Riverwalk Recreation	1%	81,788	341,658	259,870	1,024,975	8%
101	General Fund	10146	Golf	4%	290,894	737,195	446,301	2,211,586	13%
101	General Fund	10147	Water Park	0%	-	-	-	-	-
101	General Fund	10149	Sr. Rec - N. Mesa	0%	-	4,667	4,667	14,000	0%
101	General Fund	10150	Sr. Rec-Alejandro Ruiz	1%	54,900	189,865	134,966	569,595	10%
101	General Fund	10151	Facility Maintenance	2%	126,202	185,799	59,597	557,397	23%
Total Community Development & Municipal Services				8%	621,943	1,931,598	1,309,656	5,794,795	11%
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101	General Fund	10152	Streets	0%	-	300,037	300,037	900,112	0%
101	General Fund	10153	Parks	3%	213,870	784,530	570,660	2,353,590	9%
101	General Fund	10154	Community Service	0%	-	32,733	32,733	98,200	0%
101	General Fund	10155	Garage	0%	-	-	-	-	-
101	General Fund	10156	Electrical	0%	-	20,667	20,667	62,000	0%
101	General Fund	10157	Construction	0%	-	-	-	-	-
101	General Fund	10161	Cemetery	4%	346,589	218,234	(128,354)	654,703	53%
Total Public Works				7%	560,459	1,356,202	795,743	4,068,605	14%
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101	General Fund	10158	Projects	0%	-	-	-	-	-
101	General Fund	10160	Planning & Regulation	0%	-	13,425	13,425	40,275	0%
Total Projects & Planning				0%	-	13,425	13,425	40,275	0%
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<b>TOTAL GENERAL FUND</b>				<b>23%</b>	<b>1,804,629</b>	<b>4,020,421</b>	<b>2,215,792</b>	<b>12,061,262</b>	<b>15%</b>
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200	GRT Capital Outlay	20000	GRT Capital Outlay	0%	15,284	141,121	125,837	423,364	4%
201	Capital Projects	20101	Capital Projects	2%	182,531	4,547,517	4,364,986	13,642,551	1%
202	Airport Improvements	20202	Airport Improvements	26%	1,994,139	2,913,309	919,170	8,739,928	23%
230	Landfill-Closure	23030	Landfill-Closure	0%	-	-	-	-	-
Total Capital Funds				28%	2,191,954	7,601,948	5,409,993	22,805,843	10%
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300	Sports Complex	30000	Sports Complex	7%	551,224	896,268	345,044	2,688,803	21%
320	Streets Improvement	32020	Streets Improvement	5%	366,499	2,101,226	1,734,728	6,303,679	6%
Total Special Revenue Funds				12%	917,722	2,997,494	2,079,772	8,992,483	10%
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500	Fire Protection	50000	Fire Protection	0%	-	256,666	256,666	769,997	0%
501	Emergency Medical Services	50101	Emergency Medical Services	0%	-	-	-	-	-
550	Beautification	55050	Beautification	0%	-	-	-	-	-

Fund	Fund Name	Dept	Depart Name	% of Total Costs	July - October			Total FY Budget	FY Target 33%
					Actual	Adj Bud	Fav(Unfav)		
570	Municipal Transit	57070	Municipal Transit	0%	-	123,306	123,306	369,917	0%
580	CDBG Grant	58080	CDBG Grant	0%	-	-	-	-	-
<b>Total Grant Funds</b>				<b>0%</b>	<b>-</b>	<b>379,971</b>	<b>379,971</b>	<b>1,139,914</b>	<b>0%</b>
600	LT-Promotional	60000	LT-Promotional	11%	886,206	376,291	(509,914)	1,128,874	79%
650	LT-Non Promotional	65000	LT-Non Promotional	1%	115,236	508,329	393,093	1,524,988	8%
680	LT-Discretionary	68000	LT-Discretionary	1%	103,881	821,500	717,619	2,464,500	4%
<b>Total Lodgers' Tax</b>				<b>14%</b>	<b>1,105,322</b>	<b>1,706,121</b>	<b>600,798</b>	<b>5,118,362</b>	<b>22%</b>
700	Water & Sewer	70000	Water	11%	894,127	2,315,637	1,421,510	6,946,910	13%
700	Water & Sewer	70001	Waste Water	0%	-	1,269,047	1,269,047	3,807,140	0%
700	Water & Sewer	70002	Double Eagle	1%	67,329	1,374,007	1,306,677	4,122,020	2%
700	Water & Sewer	70003	Collection System	9%	697,430	4,424,588	3,727,158	13,273,765	5%
700	Water & Sewer	70004	Lab Environmental Services	0%	-	19,500	19,500	58,500	0%
<b>Total Water &amp; Sewer</b>				<b>21%</b>	<b>1,658,886</b>	<b>9,402,778</b>	<b>7,743,892</b>	<b>28,208,335</b>	<b>6%</b>
720	Solid Waste Disposal	72030	Solid Waste Disposal	1%	87,987	1,266,567	1,178,581	3,799,702	2%
<b>Total Solid Waste Disposal</b>				<b>1%</b>	<b>87,987</b>	<b>1,266,567</b>	<b>1,178,581</b>	<b>3,799,702</b>	<b>2%</b>
790	Golf Pro Shop	79090	Golf Pro Shop	0%	9,218	3,333	(5,885)	10,000	92%
<b>Total Golf Pro Shop</b>				<b>0%</b>	<b>9,218</b>	<b>3,333</b>	<b>(5,885)</b>	<b>10,000</b>	<b>92%</b>
<b>Total Capital</b>				<b>100%</b>	<b>7,775,719</b>	<b>27,375,300</b>	<b>19,608,799</b>	<b>82,135,901</b>	<b>9%</b>

Project Code	Description	Project Type	Department	Dept Description	Revised Budget	Actuals	Project Balance	Encumbrances	Requisitions
100877	FY24-Annual Land Acquisition	CAPC	111	Executive & Legislative	-	-	-	-	-
100986	FY24-CDOD Operations	OA	111	Executive & Legislative	294,000.00	-	294,000.00	294,000.00	-
100987	FY24-Carlsbad Mainstreet	OA	111	Executive & Legislative	90,000.00	30,000.00	60,000.00	60,000.00	-
100988	FY24-Carlsbad Community of Hope	OA-C	111	Executive & Legislative	30,240.00	30,240.00	-	-	-
100989	FY24-Community Coalition	OA	111	Executive & Legislative	24,000.00	6,000.00	18,000.00	18,000.00	-
100990	FY24-Transitional Housing	OA-C	111	Executive & Legislative	40,000.00	40,000.00	-	-	-
100991	FY24-Affirming Heart Victim Service	OA	111	Executive & Legislative	20,000.00	5,000.00	15,000.00	15,000.00	-
100992	FY24-SENMEDD	OA-C	111	Executive & Legislative	7,641.00	7,641.00	-	-	-
100993	FY24-SENMCCAC	OA	111	Executive & Legislative	20,000.00	-	20,000.00	20,000.00	-
100994	FY24-Carlsbad Chamber Retirement	OA	111	Executive & Legislative	46,462.00	18,748.00	27,714.00	27,714.00	-
100995	FY24-ELEA	OA-C	111	Executive & Legislative	25,000.00	25,000.00	-	-	-
100996	FY24-Carlsbad Municipal Schools	OA	111	Executive & Legislative	65,000.00	-	65,000.00	65,000.00	-
101031	FY24-Boys & Girls Club	OA	111	Executive & Legislative	75,000.00	-	75,000.00	75,000.00	-
100863	FY23-Bullet Proof Glass	CAPC	112	Judicial	35,000.00	35,000.00	-	-	-
100344	FY21-Cashier Remodel	CAP	115	Finance-Admin	200,000.00	2,567.06	197,432.94	8,988.94	-
100878	FY24-Annual Servers & Storage	CAP	117	Information Technology	100,000.00	-	100,000.00	-	-
100879	FY24-Phone Systems	CAP	117	Information Technology	105,000.00	-	105,000.00	-	105,000.00
100491	FY21-DOJ Stop School Violence-GRANT	OP-C	120	PD - Admin	165,499.00	36,379.79	129,119.21	-	-
100517	FY22-Tyler/Watchguard Interface	CAP	120	PD - Admin	45,000.00	2,167.62	42,832.38	-	-
100519	FY22-APCO/Intellicom/Tyler	CAP	120	PD - Admin	70,000.00	52,977.82	17,022.18	-	-
100630	FY22-Watchguard/Redaction Donation	CAP	120	PD - Admin	70,000.00	41,216.17	28,783.83	-	-
100709	FY23-LENCO Armored Vehicle	CAP	120	PD - Admin	315,000.00	-	315,000.00	313,359.00	-
100713	FY23-Tyler NG911 Interface	CAP	120	PD - Admin	8,580.00	-	8,580.00	6,260.00	-
100717	FY23-Smart911 Rave Suite	CAP	120	PD - Admin	59,380.00	30,901.22	28,478.78	-	-
100718	FY23-Ford Explorers (4)	CAPC	120	PD - Admin	420,857.12	420,080.42	776.70	-	-
100859	FY23-DOJLicense Plate Reader GRANT	CAP	120	PD - Admin	14,809.00	-	14,809.00	-	-
100880	FY24-ICOR Robot	CAP	120	PD - Admin	85,000.00	-	85,000.00	80,000.00	-
100881	FY24-Ballistic Shields	CAPC	120	PD - Admin	55,000.00	54,990.00	10.00	-	-
100882	FY24-Sniper Rifles	CAPC	120	PD - Admin	22,000.00	20,669.80	1,330.20	-	-
100883	FY24-Rapid DNA Machine	CAP	120	PD - Admin	175,000.00	-	175,000.00	170,545.68	-
100884	FY24-Drone	CAP	120	PD - Admin	41,000.00	22,673.00	18,327.00	6,010.21	-
100885	FY24-Inversus Software & Equipment	CAP	120	PD - Admin	80,000.00	-	80,000.00	76,000.00	-
100886	FY24-Police Vehicles (5)	CAP	120	PD - Admin	523,000.00	485,962.09	37,037.91	31,136.06	-
100887	FY24-K-9	CAP	120	PD - Admin	13,500.00	-	13,500.00	-	-
101018	FY23-DOJ Mobile Command Center	CAP	120	PD - Admin	175,000.00	-	175,000.00	175,000.00	-
101057	FY24-Camera Equipment DOJ GRANT	OP	120	PD - Admin	14,734.00	-	14,734.00	-	-
100850	FY23-Surrender Safety Device GRANT	CAPC	130	Fire - Admin	20,000.00	13,561.47	6,438.53	-	-
100888	FY24-Station 7 Generator	CAP	130	Fire - Admin	40,000.00	-	40,000.00	-	-
100890	FY24-Cardiac Monitor	CAP	130	Fire - Admin	45,000.00	-	45,000.00	39,903.96	-

Project Code	Description	Project Type	Department	Dept Description	Revised Budget	Actuals	Project Balance	Encumbrances	Requisitions
100361	FY21-HAP Phase 4	CAPC	140	Community Development	14,453.00	11,998.06	2,454.94	-	-
100625	FY22-HAP Phase 5	CAP	140	Community Development	120,492.00	74,289.35	46,202.65	-	-
100722	FY23-HAP Improvements	CAP	140	Community Development	200,000.00	66,613.92	133,386.08	142,337.95	-
100836	FY23-Hall of Fame	CAP	140	Community Development	75,000.00	43,620.95	31,379.05	15,609.49	-
100842	FY23-MainStreet CEDP GRANT	OP	140	Community Development	44,800.00	14,203.90	30,596.10	25,796.10	-
100889	FY24-Light Post	CAP	140	Community Development	55,000.00	31,722.06	23,277.94	23,272.74	-
100891	FY24-Downtown Restrooms	CAP	140	Community Development	100,000.00	-	100,000.00	-	-
100892	FY24-HAP Improvements	CAP	140	Community Development	300,000.00	469.87	299,530.13	199,530.13	-
100526	FY22-2020 GO Bond-GRANT	CAP	141	Library	60,591.19	6,851.84	53,739.35	15,480.84	-
100854	FY23-Serving Communities Program	OP	141	Library	1,000.00	-	1,000.00	-	-
100893	FY24-Electrical Upgrades	CAP	141	Library	15,000.00	215.00	14,785.00	-	-
100894	FY24-Bob Scholl Enclosure GRANT	CAP	141	Library	70,000.00	-	70,000.00	11,364.95	-
100527	FY22-Museum HVAC Controls	CAPC	142	Museum	75,000.00	-	75,000.00	-	-
100861	FY23-Chevron Catalyst Grant	OP	142	Museum	2,000.00	-	2,000.00	2,000.00	-
100528	FY22-Sound & Lighting System	CAPC	143	Performing Arts Center	200,307.25	200,307.25	-	-	-
100530	FY22-Annex Sound/Lighting	CAP	143	Performing Arts Center	29,692.75	19,247.00	10,445.75	6,983.76	-
100724	FY23-WGPAC HVAC	CAPC	143	Performing Arts Center	90,000.00	-	90,000.00	-	-
100364	FY21-Concrete Hardstand	CAPC	144	Airport	279,950.00	-	279,950.00	-	-
100725	FY23-ARFF Access Road	CAP	144	Airport	50,000.00	-	50,000.00	-	-
100895	FY24-Terminal Rekey	CAP	144	Airport	11,000.00	-	11,000.00	10,534.37	-
100896	FY24-JD Gator	CAP	144	Airport	17,500.00	-	17,500.00	16,965.41	-
100367	FY21-RRC Upgrades	CAP	145	Riverwalk Recreation	285,821.87	69,751.75	216,070.12	26,883.43	-
100666	FY22-Elevator Upgrades	CAPC	145	Riverwalk Recreation	83,905.11	83,904.78	0.33	-	-
100729	FY23-Riverwalk Building Improvement	CAP	145	Riverwalk Recreation	350,000.00	-	350,000.00	-	-
100897	FY24-Flooring	CAP	145	Riverwalk Recreation	5,000.00	-	5,000.00	-	-
100898	FY24-Building Doors	CAP	145	Riverwalk Recreation	20,000.00	-	20,000.00	-	-
100899	FY24-Exterior Paint	CAP	145	Riverwalk Recreation	350,000.00	-	350,000.00	-	-
100732	FY23-Driving Range Improvements	CAP	146	Golf	925,000.00	387,582.64	537,417.36	442,291.92	-
100733	FY23-Landscape Improvements	CAP	146	Golf	125,000.00	7,863.40	117,136.60	-	-
100900	FY24-Irrigation Renovation	CAP	146	Golf	650,000.00	-	650,000.00	170,005.17	-
100901	FY24-Maintenance Vehicle	CAPC	146	Golf	20,000.00	13,322.00	6,678.00	-	-
100902	FY24-Water Stations	CAP	146	Golf	16,000.00	14,659.75	1,340.25	-	-
101060	FY24-Golf Course Sewer Remediation	CAP	146	Golf	600,000.00	-	600,000.00	-	-
100903	FY24-Management Software	CAP	149	Sr. Rec - N. Mesa	6,500.00	-	6,500.00	5,380.73	-
100904	FY24-Door Replacement	CAP	149	Sr. Rec - N. Mesa	7,500.00	-	7,500.00	-	-
100532	FY22-Pate Renovations	CAP	150	Sr. Rec-Alejandro Ruiz	202,324.01	2,324.01	200,000.00	-	-
100734	FY23-ARSC Improvements	CAP	150	Sr. Rec-Alejandro Ruiz	200,000.00	-	200,000.00	-	-
100735	FY23-ARSC Roof Improvements	CAP	150	Sr. Rec-Alejandro Ruiz	200,000.00	92,101.39	107,898.61	5,391.91	-
101051	FY24-Multi-Gym set	CAP	150	Sr. Rec-Alejandro Ruiz	6,797.25	-	6,797.25	-	6,301.17

Project Code	Description	Project Type	Department	Dept Description	Revised Budget	Actuals	Project Balance	Encumbrances	Requisitions
100667	FY22-Elevator Upgrades	CAPC	151	Facility Maintenance	84,457.89	83,904.78	553.11	-	-
100905	FY24-Drop Deck Trailer	CAP	151	Facility Maintenance	27,600.00	-	27,600.00	-	-
100906	FY24-Vacuum Trailer	CAPC	151	Facility Maintenance	56,000.00	55,659.69	340.31	-	-
100907	FY24-F150 Truck	CAPC	151	Facility Maintenance	46,500.00	45,915.00	585.00	-	-
100908	FY24-Annual HVAC Upgrades	CAP	151	Facility Maintenance	150,000.00	-	150,000.00	23,290.39	-
101055	FY24-Roof Repairs/Rain Damage	CAP	151	Facility Maintenance	250,000.00	-	250,000.00	-	-
100739	FY23-Dump Truck	CAP	152	Streets	236,012.49	-	236,012.49	231,008.00	-
100909	FY24-Traffic Signal	CAP	152	Streets	275,000.00	-	275,000.00	-	-
100910	FY24-Flatbed Trailer	CAP	152	Streets	8,100.00	-	8,100.00	-	-
100911	FY24-Skid Steer	CAP	152	Streets	116,000.00	-	116,000.00	-	-
100912	FY24-F250 Truck	CAP	152	Streets	65,000.00	-	65,000.00	54,005.00	-
101019	FY24-Hydro-Ax	CAP	152	Streets	200,000.00	-	200,000.00	173,930.97	-
100867	FY23-Tennis Courts Resurfacing	CAP	153	Parks	40,000.00	-	40,000.00	40,000.00	-
100913	FY24-Stump Grinder	CAPC	153	Parks	6,500.00	5,548.40	951.60	-	-
100914	FY24-Cruz Fernandez Park Restroom	CAP	153	Parks	110,000.00	-	110,000.00	107,518.00	-
100915	FY24-Smith Park Restroom	CAP	153	Parks	110,000.00	-	110,000.00	107,518.00	-
100916	FY24-Trailer	CAP	153	Parks	7,700.00	7,262.00	438.00	-	-
100917	FY24-Beach Lighting	CAP	153	Parks	65,000.00	-	65,000.00	-	-
100918	FY24-F150 Truck	CAPC	153	Parks	48,000.00	47,293.00	707.00	-	-
100919	FY24-Annual Park Improvements	CAP	153	Parks	600,000.00	83,634.79	516,365.21	206,084.45	15,840.88
100920	FY24-Batting Cages	CAP	153	Parks	50,000.00	-	50,000.00	-	39,786.55
100921	FY24-Pickle Ball Bleachers	CAP	153	Parks	15,000.00	-	15,000.00	-	-
100922	FY24-Pat Trap Machines	CAP	153	Parks	18,130.00	-	18,130.00	18,130.00	-
100945	FY23-Playground Beach Area	CAP	153	Parks	108,259.79	3,926.70	104,333.09	104,333.09	-
101020	FY24-Nick Salcido Park Canopy	CAP	153	Parks	100,000.00	-	100,000.00	-	-
101021	FY24-Fall Zone at San Jose Plaza	CAP	153	Parks	65,000.00	-	65,000.00	-	-
101027	FY24-Toro Equipment	CAP	153	Parks	181,757.66	-	181,757.66	132,790.31	-
101028	FY24-C-Hill Remediation	CAP	153	Parks	485,000.00	202,342.10	282,657.90	235,514.57	-
101043	FY24-Splash Pad	CAP	153	Parks	325,000.00	18,467.73	306,532.27	306,532.27	-
101062	FY24-Toro Mower	CAP	153	Parks	18,242.34	-	18,242.34	15,201.45	-
100923	FY24-Utility Trailer	CAP	154	Community Service	5,700.00	-	5,700.00	-	-
100924	FY24-JD Gator	CAP	154	Community Service	27,500.00	-	27,500.00	-	-
100925	FY24-F250 Truck	CAP	154	Community Service	65,000.00	-	65,000.00	53,938.00	-
100926	FY24-Suburban	CAP	156	Electrical	62,000.00	-	62,000.00	-	-
100745	FY23-Security Cameras	CAP	160	Planning & Regulation	10,274.63	9,890.01	384.62	-	-
100746	FY23-Automatic Door System	CAP	160	Planning & Regulation	5,000.00	-	5,000.00	-	-
100927	FY24-Annual ROW Acquisition	CAP	160	Planning & Regulation	25,000.00	-	25,000.00	-	-
100092	FY20-Fence	CAP	161	Cemetery	529,900.00	476,844.89	53,055.11	-	-
100876	FY23-Cemetery Improvements	CAP	161	Cemetery	20,000.00	15,040.89	4,959.11	3,959.11	-



Project Code	Description	Project Type	Department	Dept Description	Revised Budget	Actuals	Project Balance	Encumbrances	Requisitions
100928	FY24-Cemetery Columbariums	CAP	161	Cemetery	100.00	-	100.00	-	-
100929	FY24-Cemetery Improvements	CAP	161	Cemetery	250,000.00	-	250,000.00	-	-
101061	FY24-Military Emblems	OP	161	Cemetery	13,014.00	-	13,014.00	-	-
100506	FY21-San Jose	CAP	200	GRT Capital Outlay	304,585.00	274,311.33	30,273.67	3,205.34	-
100846	FY23-ARSC Roof Replacement	CAP	200	GRT Capital Outlay	-	-	-	-	-
101059	FY24-ARSC Renovations	CAP	200	GRT Capital Outlay	375,000.00	-	375,000.00	-	-
100536	FY22-San Jose Phase 2-GRANT	CAP	201	Capital Projects	778,766.25	755,245.51	23,520.74	4,754.49	-
100749	FY23-DOJMobile Command Center GRANT	CAP	201	Capital Projects	575,000.00	-	575,000.00	574,964.00	-
100751	FY23-Museum/Library Roof	CAP	201	Capital Projects	880,000.00	36,609.27	843,390.73	12,203.09	-
100752	FY23-Riverwalk HVAC GRANT	CAP	201	Capital Projects	750,000.00	72,576.53	677,423.47	24,192.19	-
100754	FY23-ARSC Renovations Ph III GRANT	CAP	201	Capital Projects	1,338,918.00	-	1,338,918.00	-	-
100755	FY23-ARSC Vehicles GRANT	CAP	201	Capital Projects	162,024.00	-	162,024.00	-	-
100845	FY23-ARSC Parking Lot	CAP	201	Capital Projects	250,000.00	144,707.99	105,292.01	36,835.66	-
100853	FY23-Dark Canyon Bridge GRANT	CAP	201	Capital Projects	3,000,000.00	-	3,000,000.00	-	-
100866	FY23-Cavern Theatre Rehab GRANT	CAP	201	Capital Projects	3,324,166.00	115,506.74	3,208,659.26	45,774.46	-
100930	FY24-ARSC Meals Equipment GRANT	CAP	201	Capital Projects	72,258.00	-	72,258.00	-	-
100931	FY24-ARSC Renovations GRANT	CAP	201	Capital Projects	402,306.00	-	402,306.00	-	-
100932	FY24-Senior Center Equipment GRANT	CAP	201	Capital Projects	100,000.00	3,969.46	96,030.54	-	-
100935	FY24-N Mesa SC Renovations GRANT	CAP	201	Capital Projects	431,021.00	-	431,021.00	-	-
100936	FY24-Riverwalk Renovations GRANT	CAP	201	Capital Projects	742,500.00	-	742,500.00	-	-
100937	FY24-Police Vehicles GRANT	CAP	201	Capital Projects	100,000.00	24,567.24	75,432.76	48,543.00	-
100938	FY24-Cavern Theatre GRANT	CAP	201	Capital Projects	350,000.00	-	350,000.00	-	-
101048	FY24-Dark Canyon RAISE Grant	CAP	201	Capital Projects	1,375,010.00	-	1,375,010.00	-	-
100756	FY23-RWY 14R-32L Recon GRANT	CAP	202	Airport Improvements	4,426,367.00	3,050,044.92	1,376,322.08	1,374,322.67	-
100858	FY23-Annual Airport Maint GRANT	OP	202	Airport Improvements	22,222.00	16,970.10	5,251.90	2,711.85	-
100865	FY23-Airport Resurfacing	CAP	202	Airport Improvements	65,000.00	-	65,000.00	-	-
100940	FY24-RWY 3-21 PER GRANT	CAP	202	Airport Improvements	132,169.00	39,520.29	92,648.71	92,648.47	-
101049	FY24-Concrete Terminal Apron GRANT	CAP	202	Airport Improvements	5,000,000.00	-	5,000,000.00	352,308.02	-
101058	FY24-Airfield Marking GRANT	CAP	202	Airport Improvements	150,000.00	-	150,000.00	-	31,396.95
100537	FY22-Landscaping Improvements	CAP	300	Sports Complex	150,000.00	-	150,000.00	-	-
100538	FY22-Parking Lot Improvements	CAP	300	Sports Complex	450,000.00	413,145.92	36,854.08	9,708.04	-
100757	FY23-Landscaping	CAP	300	Sports Complex	70,000.00	-	70,000.00	-	-
100758	FY23-Restrooms	CAPC	300	Sports Complex	160,000.00	142,163.62	17,836.38	-	-
100759	FY23-Soccer Parking	CAP	300	Sports Complex	25,000.00	-	25,000.00	-	-
100760	FY23-RV Parking	CAP	300	Sports Complex	300,000.00	-	300,000.00	-	-
100941	FY24-Workman UTX Crew	CAP	300	Sports Complex	37,889.00	-	37,889.00	37,888.43	-
101025	FY24-Artificial Turf	CAP	300	Sports Complex	1,200,000.00	-	1,200,000.00	-	-
101056	FY24-Sports Complex LED Lighting	CAP	300	Sports Complex	300,000.00	-	300,000.00	-	-
100271	FY20-Canal St Storm Drain-GRANT	CAP	320	Streets Improvement	600,000.00	161,217.67	438,782.33	-	-

Project Code	Description	Project Type	Department	Dept Description	Revised Budget	Actuals	Project Balance	Encumbrances	Requisitions
100394	FY21-Radio Blvd-GRANT	CAP	320	Streets Improvement	500,000.00	415,295.92	84,704.08	-	-
100622	FY21-Cherry Ln Paving-GRANT	CAPC	320	Streets Improvement	1,000,000.00	862,325.92	137,674.08	8,405.03	-
100659	FY22-Old Cavern Hwy-GRANT	CAP	320	Streets Improvement	528,000.00	357,941.23	170,058.77	44,530.09	-
100761	FY23-Annual Street Improvements	CAP	320	Streets Improvement	3,832,549.26	3,092,409.21	740,140.05	659,224.66	-
100942	FY24-Annual Street Improvements	CAP	320	Streets Improvement	3,300,000.00	-	3,300,000.00	1,519,600.82	-
100943	FY24-County Contribution	CAP	320	Streets Improvement	1,000,000.00	-	1,000,000.00	1,000,000.00	-
100944	FY24-Annual Street Scapes	CAP	320	Streets Improvement	200,000.00	134,178.50	65,821.50	13,741.45	-
100399	FY21-Ambulance - GRANT	CAP	500	Fire Protection	290,000.00	-	290,000.00	287,806.00	-
100682	FY22-Type 3 Fire Engine-GRANT	CAP	500	Fire Protection	439,997.45	-	439,997.45	435,996.00	-
100946	FY24-Vehicle Upfit	CAP	500	Fire Protection	40,000.00	-	40,000.00	26,855.67	-
100404	FY21-Surveillance System-Vans-GRANT	CAPC	570	Municipal Transit	34,892.00	-	34,892.00	-	-
100406	FY21-Bus Replacement-GRANT	CAP	570	Municipal Transit	222,390.00	-	222,390.00	-	-
100766	FY23-Bus Shelter Construction GRANT	CAP	570	Municipal Transit	72,000.00	7,200.07	64,799.93	61,930.90	-
100768	FY23-Shop Renovation GRANT	CAP	570	Municipal Transit	8,435.00	-	8,435.00	-	-
100769	FY23-Van GRANT	CAP	570	Municipal Transit	39,400.00	-	39,400.00	-	-
100947	FY24-Mobile Fare Collection	CAPC	570	Municipal Transit	-	-	-	-	-
100948	FY24-Bus Station Equipment	CAPC	570	Municipal Transit	-	-	-	-	-
100644	FY22-Entrance Signs (3)	CAP	600	LT-Promo	1,500,000.00	1,257,331.75	242,668.25	26,689.83	-
100675	FY22-KENW-FM	LT-C	600	LT-Promo	3,500.00	1,458.30	2,041.70	-	-
100773	FY23-Museum Advertising	LT	600	LT-Promo	80,000.00	61,853.87	18,146.13	18,146.13	-
100774	FY23-City Sponsored Events	LT	600	LT-Promo	162,000.00	147,233.79	14,766.21	14,578.04	-
100779	FY23-Red Rocket Social Media	LT-C	600	LT-Promo	60,000.00	60,000.00	-	-	-
100781	FY23-JChester Social Media	LT-C	600	LT-Promo	60,000.00	59,615.55	384.45	-	-
100822	FY23-COC Cheeseburger Cook Off	LT-C	600	LT-Promo	10,000.00	-	10,000.00	5,000.00	-
100835	FY23-Walter Gerrells Advertising	LT	600	LT-Promo	53,000.00	6,466.54	46,533.46	11,124.59	-
100847	FY23-2023 CCCA Concert Season	LT	600	LT-Promo	47,000.00	-	47,000.00	47,000.00	-
100855	FY23-B&G Club Fishing Derby	LT	600	LT-Promo	5,000.00	4,325.79	674.21	674.21	-
100862	FY23-Cinco de Mayo Golf Tournament	LT	600	LT-Promo	18,000.00	-	18,000.00	18,000.00	-
100870	FY23-Carlsbad Gem & Mineral Show	LT	600	LT-Promo	15,353.92	7,761.03	7,592.89	7,592.89	-
100871	FY23-Car-A-Fair	LT	600	LT-Promo	28,800.00	10,699.13	18,100.87	18,100.87	-
100874	FY23-CavernFest	LT-C	600	LT-Promo	100,000.00	100,000.00	-	-	-
100997	FY24-Carlsbad Area Art Association	LT	600	LT-Promo	35,000.00	9,031.35	25,968.65	25,968.65	-
100998	FY24-MLK Jr Celebration	LT	600	LT-Promo	10,000.00	500.00	9,500.00	9,500.00	-
100999	FY24-Septembeerfest Advertising	LT	600	LT-Promo	6,200.00	-	6,200.00	6,200.00	-
101000	FY24-Renaissance Festival	LT-C	600	LT-Promo	40,000.00	36,997.95	3,002.05	-	-
101001	FY24-Drylands Conference	LT	600	LT-Promo	50,000.00	37,757.50	12,242.50	12,242.50	-
101002	FY24-Library Advertising	LT	600	LT-Promo	40,000.00	1,525.00	38,475.00	-	-
101003	FY24-Museum Advertising	LT	600	LT-Promo	40,000.00	2,239.04	37,760.96	-	-
101004	FY24-City Sponsored Events	LT	600	LT-Promo	160,000.00	83,433.65	76,566.35	42,987.29	-

Project Code	Description	Project Type	Department	Dept Description	Revised Budget	Actuals	Project Balance	Encumbrances	Requisitions
101005	FY24-Mainstreet Tourism Campaign	LT	600	LT-Promo	85,200.00	28,845.76	56,354.24	56,354.24	-
101006	FY24-Mainstreet Website & Social	LT	600	LT-Promo	20,000.00	16,972.33	3,027.67	3,027.67	-
101007	FY24-Carlsbad Community Concert Asc	LT	600	LT-Promo	50,600.00	-	50,600.00	50,600.00	-
101008	FY24-Hope Center Jericho Walk	LT	600	LT-Promo	22,500.00	-	22,500.00	22,500.00	-
101009	FY24-COC Marketing Campaign	LT	600	LT-Promo	330,000.00	82,500.00	247,500.00	247,500.00	-
101010	FY24-Friends of the Living Desert	LT	600	LT-Promo	30,200.00	11,649.49	18,550.51	18,550.51	-
101023	FY24-Hawgfest Advertising	LT	600	LT-Promo	30,000.00	27,792.00	2,208.00	2,208.00	-
101039	FY24-Red Rocket Media	LT	600	LT-Promo	60,000.00	10,909.08	49,090.92	49,090.92	-
101040	FY24-Mainstreet Hutton Broadcasting	LT	600	LT-Promo	15,000.00	-	15,000.00	15,000.00	-
101044	FY24-JChester Social Media	LT	600	LT-Promo	60,000.00	7,577.00	52,423.00	52,423.00	-
101046	FY24-Christmas on the Pecos	LT	600	LT-Promo	92,000.00	-	92,000.00	92,000.00	-
101047	FY24-Carlsbad Community Theatre	LT	600	LT-Promo	20,000.00	9,040.26	10,959.74	10,959.74	-
101064	FY24-Creative Carlsbad Arts Council	LT	600	LT-Promo	-	-	-	-	-
100789	FY23-Chamber Holiday Decorations	LT	650	LT-Non Promotional	42,000.00	-	42,000.00	42,000.00	-
100790	FY23-Cavern Theatre	CAP	650	LT-Non Promotional	950,000.00	700,012.27	249,987.73	2,882.96	-
100791	FY23-PRV Media Upgrades	CAPC	650	LT-Non Promotional	110,000.00	86,596.07	23,403.93	-	-
100821	FY23-MainStreet Holiday Decorations	LT	650	LT-Non Promotional	85,000.00	42,597.01	42,402.99	42,402.99	-
100949	FY24-Walk Path Improvements	CAP	650	LT-Non Promotional	150,000.00	-	150,000.00	-	-
101011	FY24-Carlsbad Chamber Management	LT	650	LT-Non Promotional	332,500.00	83,124.00	249,376.00	249,376.00	-
101012	FY24-Fireworks	LT	650	LT-Non Promotional	65,000.00	-	65,000.00	-	-
101013	FY24-HAP Holiday Decorations	LT	650	LT-Non Promotional	110,000.00	-	110,000.00	100,158.22	-
101014	FY24-Annual PRV Maintenance	LT	650	LT-Non Promotional	20,000.00	673.50	19,326.50	1,106.32	-
101015	FY24-Annual Public Safety	LT	650	LT-Non Promotional	100,000.00	36,264.73	63,735.27	-	-
101016	FY24-Annual Audit	LT	650	LT-Non Promotional	2,800.00	-	2,800.00	-	-
101017	FY24-Mainstreet Holiday Decorations	LT	650	LT-Non Promotional	50,000.00	-	50,000.00	50,000.00	-
101024	FY24-HAP Sculptures	CAP	650	LT-Non Promotional	215,000.00	28,639.78	186,360.22	186,360.22	-
101026	FY24-Pool Covers	CAP	650	LT-Non Promotional	500,000.00	-	500,000.00	-	-
101041	FY24-Driving Range Improvements	CAP	650	LT-Non Promotional	300,000.00	-	300,000.00	-	-
101050	FY24-COC PRV Holiday Lighting	LT	650	LT-Non Promotional	30,000.00	-	30,000.00	30,000.00	-
100627	FY22-Jed Howard	CAP	680	LT-Discretionary	300,000.00	-	300,000.00	-	-
100875	FY23-Splash Pad	LT	680	LT-Discretionary	500,000.00	38,547.58	461,452.42	460,132.95	-
100950	FY24-Lower Tansill Park Improvement	CAP	680	LT-Discretionary	500,000.00	-	500,000.00	-	-
100951	FY24-Par 3 Lights	CAP	680	LT-Discretionary	250,000.00	-	250,000.00	-	-
100981	FY24-Pro Shop Truck	CAPC	680	LT-Discretionary	46,500.00	45,915.00	585.00	-	-
100982	FY24-Golf Picker Cart	CAPC	680	LT-Discretionary	22,000.00	19,417.99	2,582.01	-	-
100983	FY24-Golf Simulators	CAP	680	LT-Discretionary	100,000.00	-	100,000.00	-	-
100984	FY24-Pro Shop Furniture	CAP	680	LT-Discretionary	125,000.00	-	125,000.00	-	-
100985	FY24-Golf Course Restrooms	CAP	680	LT-Discretionary	215,000.00	-	215,000.00	-	-
101022	FY24-Kayak Launch at Spring Park	CAP	680	LT-Discretionary	56,000.00	-	56,000.00	-	-

Project Code	Description	Project Type	Department	Dept Description	Revised Budget	Actuals	Project Balance	Encumbrances	Requisitions
101042	FY24-Driving Range Improvements	CAP	680	LT-Discretionary	350,000.00	-	350,000.00	-	-
100115	FY20-Upgrade Waterline-Old Cavern	CAP	700	Water	1,303,962.84	959,607.17	344,355.67	18,960.30	-
100426	FY21-Eng-E Green St	CAPC	700	Water	50,000.00	40,596.14	9,403.86	-	-
100549	FY22-Water Meter Upgrades	CAP	700	Water	1,500,000.00	952,485.93	547,514.07	366,031.77	-
100551	FY22-SD Reservoir	CAPC	700	Water	150,000.00	89,149.66	60,850.34	-	-
100552	FY22-Water Valves	CAP	700	Water	100,000.00	61,526.45	38,473.55	-	-
100554	FY22-PRV Rehab	CAP	700	Water	120,000.00	44,504.17	75,495.83	9,295.59	-
100793	FY23-Reservoir 2 Transmission	CAP	700	Water	1,500,000.00	1,451,022.07	48,977.93	15,384.09	-
100794	FY23-Meter Upgrades	CAP	700	Water	350,000.00	-	350,000.00	9,128.60	-
100796	FY23-Tatum Well Field Improvements	CAP	700	Water	457,055.58	410,508.76	46,546.82	22,392.43	-
100797	FY23-Annual Well Rehab	CAP	700	Water	465,000.00	406,550.75	58,449.25	51,830.12	-
100798	FY23-Water Security System	CAP	700	Water	20,000.00	-	20,000.00	-	-
100952	FY24-Valve Insertion	CAP	700	Water	150,000.00	-	150,000.00	-	-
100953	FY24-Lead Service Line Inventory	CAP	700	Water	150,000.00	-	150,000.00	-	-
100954	FY24-Well 8 Rehab	CAP	700	Water	200,000.00	-	200,000.00	-	-
100955	FY24-Trucks (4)	CAP	700	Water	250,000.00	44,493.00	205,507.00	150,602.00	-
100956	FY24-Annual Water Line Upgrades	CAP	700	Water	400,000.00	27,170.54	372,829.46	72,128.81	-
100957	FY24-Tatum Well Improvements	CAP	700	Water	250,000.00	-	250,000.00	-	-
100958	FY24-Annual Well Rehab	CAP	700	Water	175,000.00	59,263.91	115,736.09	47,500.00	-
100959	FY24-Annual New Services	CAP	700	Water	200,000.00	14,105.25	185,894.75	-	-
100960	FY24-Annual Engineering	CAP	700	Water	250,000.00	1,432.73	248,567.27	12,750.07	-
101045	FY24-Old Cavern Hwy Sewer	CAP	700	Water	1,200,000.00	-	1,200,000.00	-	-
101052	FY24-Meter Reading System GRANT	CAP	700	Water	500,000.00	-	500,000.00	-	-
100560	FY22-Grit Pump Valves	CAPC	701	Waste Water	50,000.00	-	50,000.00	-	-
100562	FY22-Final Clarifier	CAP	701	Waste Water	95,155.91	-	95,155.91	95,155.91	-
100565	FY22-UV Redundancy	CAP	701	Waste Water	100,000.00	27,298.76	72,701.24	16,439.92	-
100566	FY22-Gravity Belt Thickener	CAP	701	Waste Water	225,000.00	-	225,000.00	204,550.00	-
100567	FY22-Fall Protect System	CAP	701	Waste Water	75,000.00	-	75,000.00	74,161.00	-
100800	FY23-Digester	CAP	701	Waste Water	500,000.00	-	500,000.00	334,645.15	-
100801	FY23-Boiler	CAP	701	Waste Water	199,844.09	125,561.58	74,282.51	-	-
100961	FY24-Variable Frequency Drive	CAP	701	Waste Water	200,000.00	-	200,000.00	-	-
100962	FY24-Digester Macerator	CAP	701	Waste Water	75,000.00	-	75,000.00	44,800.00	-
100963	FY24-Air Compressor	CAP	701	Waste Water	15,000.00	-	15,000.00	-	-
100964	FY24-Annual Engineering	CAP	701	Waste Water	125,000.00	1,437.03	123,562.97	12,788.37	-
101063	FY24-Lift Station Pump	CAP	701	Waste Water	12,000.00	-	12,000.00	11,661.00	-
100802	FY23-SCADA	CAP	702	Double Eagle	150,000.00	-	150,000.00	-	-
100804	FY23-DE Waterline Replacement GRANT	CAP	702	Double Eagle	2,500,000.00	157,003.58	2,342,996.42	2,342,996.42	-
100805	FY23-Water System Replacement GRANT	CAP	702	Double Eagle	1,100,000.00	-	1,100,000.00	1,100,000.00	-
100965	FY24-Well Rehab	CAP	702	Double Eagle	200,000.00	38,305.57	161,694.43	5,810.02	-

Project Code	Description	Project Type	Department	Dept Description	Revised Budget	Actuals	Project Balance	Encumbrances	Requisitions
100966	FY24-Waterline Upgrades	CAP	702	Double Eagle	300,000.00	-	300,000.00	-	-
100121	FY20-Sewer Interceptor upgrades	CAP	703	Collection System	1,849,121.03	694,721.72	1,154,399.31	105,735.62	-
100439	FY21-NPH Sewer Extension-GRANT	CAP	703	Collection System	500,000.00	129,818.44	370,181.56	64,509.14	-
100571	FY22-Bataan Lift Station-GRANT	CAP	703	Collection System	3,095,000.00	917,107.60	2,177,892.40	2,088,902.05	-
100572	FY22-Old Cavern Sewer Ext-GRANT	CAP	703	Collection System	2,698,401.00	86,053.41	2,612,347.59	96,791.19	-
100573	FY22-Primary Lift Station	CAP	703	Collection System	300,000.00	106,283.01	193,716.99	58,917.56	-
100967	FY24-Truck	CAP	703	Collection System	75,000.00	44,117.00	30,883.00	-	-
100968	FY24-Truck	CAPC	703	Collection System	60,000.00	42,732.00	17,268.00	-	-
100969	FY24-Stevens Street Sewer	CAP	703	Collection System	150,000.00	-	150,000.00	-	-
100970	FY24-Belva Lift Station Upgrade	CAP	703	Collection System	550,000.00	-	550,000.00	106,201.69	-
100971	FY24-Annual Engineering	CAP	703	Collection System	125,000.00	1,507.91	123,492.09	37,041.06	-
100972	FY24-Annual Manhole Rehab	CAP	703	Collection System	50,000.00	-	50,000.00	-	-
100973	FY24-Annual Sewer Line Upgrades	CAP	703	Collection System	100,000.00	-	100,000.00	-	-
101053	FY24-Natl Pks Hwy Sewer Const GRANT	CAP	703	Collection System	910,000.00	-	910,000.00	-	-
101054	FY24-Wet Well Construction GRANT	CAP	703	Collection System	1,000,000.00	-	1,000,000.00	-	-
100974	FY24-ISCO Autosampler (2)	CAP	704	Lab Environmental Services	21,000.00	-	21,000.00	-	20,104.00
100975	FY24-Truck	CAP	704	Lab Environmental Services	37,500.00	-	37,500.00	-	-
100810	FY23-ARC Trucks (3)	CAP	730	Solid Waste Disposal	1,281,972.00	-	1,281,972.00	1,281,972.00	-
100812	FY23-Container Maintenance Truck	CAP	730	Solid Waste Disposal	190,000.00	-	190,000.00	185,510.00	-
100813	FY23-Truck Safety Camera System	CAP	730	Solid Waste Disposal	250,000.00	39,970.40	210,029.60	28,812.00	-
100814	FY23-Metal Dumpsters	CAP	730	Solid Waste Disposal	137,700.00	89,943.52	47,756.48	-	-
100976	FY24-Grapppler Trucks (2)	CAP	730	Solid Waste Disposal	593,000.00	-	593,000.00	590,872.00	-
100977	FY24-ARC Trucks (2)	CAP	730	Solid Waste Disposal	1,087,000.00	-	1,087,000.00	757,474.00	-
100978	FY24-Roll-Off Containers	CAP	730	Solid Waste Disposal	100,000.00	23,340.37	76,659.63	31,814.74	-
100979	FY24-Trucks (2)	CAPC	730	Solid Waste Disposal	75,000.00	74,639.00	361.00	-	-
100980	FY24-Security Lighting	CAP	730	Solid Waste Disposal	125,000.00	-	125,000.00	-	-
100872	FY23-Ice Machine	CAPC	790	Golf Pro Shop	10,000.00	9,217.92	782.08	-	-
					94,190,816.68	24,035,241.24	70,155,575.44	23,595,654.05	218,429.55

## **9. Promotional Lodgers' Tax Aging Schedule**

City of Carlsbad, NM  
 Lodgers Tax - Promotional  
 Aging Schedule of Revenues to be Spent  
 as of: **October 2023**

Revenues		Expenditures/Transfers												Offsetting Expense	Balance	Compliance	
		FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26				FY27
FY15	1,446,991	-	717,388	703,466	26,137										1,446,991	-	No - \$26k
FY16	767,494		-	-	592,385	175,109									767,494	-	No - \$175k
FY17	735,160			-	-	735,160									735,160	-	Yes
FY18	1,401,511				-	177,647	1,082,201	141,663							1,401,511	-	No - \$142k
FY19	1,653,230					-	-	1,025,448	627,782						1,653,230	-	No - \$628k
FY20	1,446,944						-	-	444,896	1,002,048					1,446,944	-	No - \$1M
FY21	635,817							-	-	635,817					635,817	-	Yes
FY22	901,760								-	21,656	880,104				901,760	-	Yes
FY23	1,205,299									-	482,350				482,350	722,949	
FY24	475,266														-	475,266	
		-	717,388	703,466	618,522	1,087,916	1,082,201	1,167,111	1,072,678	1,659,521	1,362,454	-	-	-		1,198,215	

Per Lodgers' Tax State Statute and City Ordinance, the proceeds from the occupancy tax that are required to be used to advertise, publicize and promote tourist-related attractions, facilities and events shall be used within two years of the close of the fiscal year in which they were collected and shall not be accumulated beyond that date or used for any other purpose.

## **10. Municipal Court Summary**



City of Carlsbad, NM  
Municipal Court Analysis  
FY24

				City of Carlsbad					
<b>FY24</b>	Number of Cases	Cases on Appeal	Outstanding Warrants	State Fees	Fines	Fees	Total	Previous FY	Variance
Jul-23	566	6	4,343	\$5,048	\$40,957	\$10,205	\$51,162	\$47,379	\$3,783
Aug-23	671	5	4,390	\$5,564	\$50,773	\$11,517	\$62,290	\$65,503	-\$3,213
Sep-23	739	6	4,415	\$4,828	\$45,045	\$9,472	\$54,517	\$55,732	-\$1,215
Oct-23	844	7	4,416	\$6,431	\$55,735	\$12,274	\$68,009	\$71,760	-\$3,751
Nov-23							\$0		\$0
Dec-23							\$0		\$0
Jan-24							\$0		\$0
Feb-24							\$0		\$0
Mar-24							\$0		\$0
Apr-24							\$0		\$0
May-24							\$0		\$0
Jun-24							\$0		\$0
<b>Total/Ave</b>	<b>2,820</b>	<b>6</b>	<b>4,391</b>	<b>\$21,871</b>	<b>\$192,510</b>	<b>\$43,468</b>	<b>\$235,978</b>	<b>\$240,374</b>	<b>-\$4,396</b>
<b>Vs. FY23</b>									
Incr(Decr)	-67%	20%	3%	-69%	-67%	-70%	-68%		

				City of Carlsbad			
<b>Previous</b>	Number of Cases	Cases on Appeal	Outstanding Warrants	State Fees	Fines	Fees	Total
FY23	8,602	5	4,275	\$71,249	\$584,337	\$142,776	\$727,113
FY22	11,573	4	4,330	\$89,502	\$671,511	\$178,439	\$849,950
FY21	11,944	2	4,281	\$90,122	\$692,903	\$185,310	\$878,213
FY20	13,548	2	4,308	\$90,205	\$730,812	\$183,099	\$913,911
FY19	9,476		4,008	\$73,519	\$555,014	\$148,400	\$703,414

## **11. Debt Service**

City of Carlsbad, NM

**Debt Service**

as of: October 2023

		NMFA Carlsbad 11 DE Extension	NMFA CWSRF 010 Treat Plant	Total W&S
<b>Original Amt</b>				
	Principal	15,688,737	19,414,220	<b>35,102,957</b>
	Interest	3,533,097	4,331,980	<b>7,865,076</b>
	<b>Total</b>	<b>\$19,221,834</b>	<b>\$23,746,200</b>	<b>\$42,968,034</b>
<b>Years</b>	<b>FY</b>			
1	2024	1,077,443	1,090,387	2,167,831
2	2025	1,067,160	1,090,387	2,157,547
3	2026	1,062,730	1,090,387	2,153,118
4	2027	1,055,153	1,090,387	2,145,540
5	2028	1,047,423	1,090,387	2,137,810
6	2029	1,039,539	1,090,387	2,129,926
7	2030	1,031,497	1,090,387	2,121,884
8	2031	1,023,293	1,090,387	2,113,681
9	2032	1,014,927	1,090,387	2,105,314
10	2033	1,006,392	1,090,387	2,096,779
11	2034	997,687	1,090,387	2,088,075
12	2035	988,808	1,090,387	2,079,196
13	2036	979,752	1,090,387	2,070,139
14	2037	970,514	1,090,387	2,060,902
15	2038		1,090,387	1,090,387
	<b>Balance</b>	<b>14,362,318</b>	<b>16,355,811</b>	<b>30,718,129</b>

## **12. YTD Budget Report**

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
101 General Fund	APPROP	ADJSTMNTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL

101 General Fund

101 30000 Municipal	-28,920,976	0	-28,920,976	-11,744,797.78	.00	-17,176,178.22	40.6%*
101 30010 Muni Share	-24,248,684	0	-24,248,684	-9,847,381.78	.00	-14,401,302.22	40.6%*
101 30030 Infrastruc	-2,431,890	0	-2,431,890	-987,589.48	.00	-1,444,300.52	40.6%*
101 30100 Property	-3,900,000	0	-3,900,000	-276,090.32	.00	-3,623,909.68	7.1%*
101 30300 Auto Lic G	-21,000	0	-21,000	-5,476.60	.00	-15,523.40	26.1%*
101 31000 TDS	-90,000	0	-90,000	-29,431.39	.00	-60,568.61	32.7%*
101 31010 xcel	-756,000	0	-756,000	-254,090.40	.00	-501,909.60	33.6%*
101 31020 NM Gas	-84,600	0	-84,600	-22,757.94	.00	-61,842.06	26.9%*
101 31025 PVT	-5,900	0	-5,900	-5,619.44	.00	-280.56	95.2%*
101 31030 Windstream	-42,000	0	-42,000	-19,706.97	.00	-22,293.03	46.9%*
101 31040 Water	-20,000	0	-20,000	-20,000.00	.00	.00	100.0%
101 32000 Business	-100	0	-100	-270.00	.00	170.00	270.0%
101 32005 License-Ca	-2,500	0	-2,500	-500.00	.00	-2,000.00	20.0%*
101 32010 Dog	-700	0	-700	-486.00	.00	-214.00	69.4%*
101 32020 Liquor	-5,000	0	-5,000	-500.00	.00	-4,500.00	10.0%*
101 32100 Building	-114,000	0	-114,000	-62,716.75	.00	-51,283.25	55.0%*
101 32110 Cemetery M	0	0	0	-850.00	.00	850.00	100.0%
101 32120 Electrical	-49,000	0	-49,000	-15,459.00	.00	-33,541.00	31.5%*
101 32130 Golf Carts	0	-10,000	-10,000	-9,388.00	.00	-612.00	93.9%*
101 32150 Plumbing/M	-19,000	0	-19,000	-14,200.00	.00	-4,800.00	74.7%*
101 32190 Misc	-2,000	0	-2,000	-1,336.75	.00	-663.25	66.8%*
101 33000 Business R	-39,000	0	-39,000	-7,965.00	.00	-31,035.00	20.4%*
101 33001 Cemetery L	-102,000	0	-102,000	-47,032.65	.00	-54,967.35	46.1%*
101 33002 Cemetery O	-80,000	0	-80,000	-26,774.00	.00	-53,226.00	33.5%*
101 33005 Fees-Green	0	-380,000	-380,000	-117,011.44	.00	-262,988.56	30.8%*
101 33007 Library	-3,500	0	-3,500	-1,758.50	.00	-1,741.50	50.2%*
101 33010 Notary	0	0	0	-150.00	.00	150.00	100.0%
101 33012 Rental	-36,000	0	-36,000	-10,789.07	.00	-25,210.93	30.0%*
101 33013 Rental Wat	-9,700	0	-9,700	-1,920.00	.00	-7,780.00	19.8%*
101 33015 Senior Cen	-5,000	0	-5,000	-1,211.60	.00	-3,788.40	24.2%*
101 33016 Sub Divisi	-2,200	0	-2,200	-850.00	.00	-1,350.00	38.6%*
101 33022 Waterpark	-88,000	0	-88,000	-74,422.75	.00	-13,577.25	84.6%*
101 33023 Zoning	-3,700	0	-3,700	-3,356.00	.00	-344.00	90.7%*
101 33090 Misc	0	0	0	-22.94	.00	22.94	100.0%
101 34000 Ambulance	-9,000	0	-9,000	-6,902.01	.00	-2,097.99	76.7%*
101 34045 LifeLine	-820,000	0	-820,000	-327,578.90	.00	-492,421.10	39.9%*
101 34300 Waterpark	-12,500	0	-12,500	-8,150.47	.00	-4,349.53	65.2%*
101 34320 Misc	-1,500	0	-1,500	-874.61	.00	-625.39	58.3%*
101 35045 Lease-CP	-260	0	-260	.00	.00	-260.00	.0%*
101 35100 Lease-Cave	-36,000	0	-36,000	-18,000.00	.00	-18,000.00	50.0%*

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT	
101 General Fund	APPROP	ADJSTMNTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL	
101 35200 Lease-Port	-6,000	0	-6,000	-500.00	.00	-5,500.00	8.3%*	
101 35900 Lease-Misc	-20,000	0	-20,000	-800.00	.00	-19,200.00	4.0%*	
101 36000 CD's	0	0	0	-170,544.60	.00	170,544.60	100.0%	
101 36040 Misc	0	0	0	-108,085.76	.00	108,085.76	100.0%	
101 37000 County-App	-625,000	-50,000	-675,000	-158,750.00	.00	-516,250.00	23.5%*	
101 37005 County-DWI	-30,000	0	-30,000	-8,302.03	.00	-21,697.97	27.7%*	
101 37135 Legislativ	0	0	0	-19,518.37	.00	19,518.37	100.0%	
101 37140 Library Gr	-10,255	0	-10,255	.00	.00	-10,254.72	.0%*	
101 37160 Buckle Dow	-10,624	0	-10,624	-3,112.70	.00	-7,511.30	29.3%*	
101 37165 DWI	-30,184	0	-30,184	-14,863.81	.00	-15,320.19	49.2%*	
101 37170 STEP	-30,016	0	-30,016	-3,068.57	.00	-26,947.43	10.2%*	
101 37240 Federal-WI	-7,000	0	-7,000	.00	.00	-7,000.00	.0%*	
101 37290 Federal-Mi	0	-14,734	-14,734	-42,941.90	.00	28,207.90	291.4%	
101 38001 Donations	0	-20,000	-20,000	-20,000.00	.00	.00	100.0%	
101 38007 Long/Short	0	0	0	10.00	.00	-10.00	100.0%*	
101 38008 Oil & Gas	0	0	0	-709,627.85	.00	709,627.85	100.0%	
101 38009 Printing &	-16,500	0	-16,500	-7,181.52	.00	-9,318.48	43.5%*	
101 38011 Recoveries	0	0	0	-10,139.19	.00	10,139.19	100.0%	
101 38090 All Other	0	0	0	-137,249.88	.00	137,249.88	100.0%	
101 40000 Trans-IN	-705,000	-1,258,576	-1,963,576	-1,063,576.15	.00	-900,000.00	54.2%*	
101 45000 Transfer-T	6,135,000	8,725,000	14,860,000	14,860,000.00	.00	.00	100.0%	
<b>TOTAL General Fund</b>	<b>-57,317,289</b>	<b>6,991,690</b>	<b>-50,325,599</b>	<b>-11,591,670.87</b>	<b>.00</b>	<b>-38,733,928.00</b>	<b>23.0%</b>	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT	
101 General Fund	APPROP	ADJSTMTS	BUDGET			BUDGET	USE/COL	
<b>10110 Mayor &amp; Council</b>								
10110 50000 Labor-Elec	14,400	0	14,400	3,200.00	.00	11,200.00	22.2%	
10110 50500 Labor-Regu	33,600	0	33,600	11,200.00	.00	22,400.00	33.3%	
10110 55000 Labor-Allo	42,750	0	42,750	9,200.00	.00	33,550.00	21.5%	
10110 58100 Associated	6,952	0	6,952	1,805.68	.00	5,146.32	26.0%	
10110 61550 ConProf-Le	8,000	0	8,000	.00	.00	8,000.00	.0%	
10110 63300 Fees-Publi	2,000	0	2,000	.00	.00	2,000.00	.0%	
10110 64475 Ops-Materi	2,000	0	2,000	743.58	611.64	644.78	67.8%	
10110 64800 Ops-Unifor	500	0	500	.00	.00	500.00	.0%	
10110 66000 Empl-Dues	4,000	0	4,000	.00	.00	4,000.00	.0%	
10110 66200 Empl-Per D	1,000	0	1,000	.00	.00	1,000.00	.0%	
10110 66300 Empl-Milea	1,000	0	1,000	.00	.00	1,000.00	.0%	
<b>TOTAL Mayor &amp; Council</b>	<b>116,202</b>	<b>0</b>	<b>116,202</b>	<b>26,149.26</b>	<b>611.64</b>	<b>89,441.10</b>	<b>23.0%</b>	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
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10111 Executive & Legislative

10111 50500 Labor-Regu	1,263,556	206,092	1,469,648	379,215.44	.00	1,090,432.56	25.8%
10111 51000 Labor-OT	1,023	40	1,063	878.27	.00	184.73	82.6%
10111 52000 Labor-Vaca	0	106,898	106,898	11,459.89	.00	95,438.11	10.7%
10111 52100 Labor-Holi	0	0	0	9,978.85	.00	-9,978.85	100.0%*
10111 53000 Labor-Sick	0	0	0	785.66	.00	-785.66	100.0%*
10111 54000 Labor-Othe	2,750	250	3,000	.00	.00	3,000.00	.0%
10111 55000 Labor-Allo	37,165	9,185	46,350	15,293.75	.00	31,056.25	33.0%
10111 56000 Labor-Heal	0	15,624	15,624	15,623.70	.00	.00	100.0%
10111 58000 Associated	153,493	-22,572	130,921	32,952.22	.00	97,968.78	25.2%
10111 58100 Associated	93,599	16,262	109,861	31,946.52	.00	77,914.69	29.1%
10111 58200 Associated	118,296	19,787	138,083	36,784.41	.00	101,298.59	26.6%
10111 58300 Associated	21,911	3,664	25,575	6,851.87	.00	18,723.13	26.8%
10111 58900 Associated	120	10	130	25.30	.00	104.70	19.5%
10111 61000 ConProf-Ad	4,000	0	4,000	1,075.07	.00	2,924.93	26.9%
10111 61200 ConProf-Ge	600,000	2,559	602,559	44,289.13	98,543.91	459,725.80	23.7%
10111 61550 ConProf-Le	170,000	0	170,000	66,895.14	39,833.86	63,271.00	62.8%
10111 61650 ConProf-OG	50,000	0	50,000	5,865.56	8,829.91	35,304.53	29.4%
10111 61700 ConProf-Ou	737,343	0	737,343	155,129.00	582,214.00	.00	100.0%
10111 61900 ConProf-Mi	100,000	0	100,000	26,263.64	38,236.36	35,500.00	64.5%
10111 63050 Fees-Count	37,098	0	37,098	2,289.89	.00	34,808.11	6.2%
10111 63100 Fees-Filin	5,300	0	5,300	500.00	.00	4,800.00	9.4%
10111 63300 Fees-Publi	4,000	0	4,000	4,031.24	4,905.55	-4,936.79	223.4%*
10111 63900 Fees-Misc	500	0	500	-1.56	.00	501.56	-.3%
10111 64475 Ops-Materi	55,000	0	55,000	15,070.30	24,018.84	15,910.86	71.1%
10111 64600 Ops-Postag	1,000	0	1,000	732.57	.00	267.43	73.3%
10111 64625 Ops-Propor	1,000	0	1,000	.00	.00	1,000.00	.0%
10111 64675 Ops-Safety	10,000	0	10,000	15,045.44	3,111.30	-8,156.74	181.6%*
10111 64800 Ops-Unifor	700	0	700	908.63	.00	-208.63	129.8%*
10111 64825 Ops-Vehicl	3,500	0	3,500	1,447.25	2,552.75	-500.00	114.3%*
10111 65000 Maint-Buil	100	0	100	39.95	.00	60.05	40.0%
10111 65550 Maint-Vehi	1,000	0	1,000	360.29	660.00	-20.29	102.0%*
10111 66000 Empl-Dues	90,000	0	90,000	9,423.00	1,852.00	78,725.00	12.5%
10111 66100 Empl-Train	4,000	0	4,000	30.00	.00	3,970.00	.8%
10111 66200 Empl-Per D	2,000	0	2,000	.00	.00	2,000.00	.0%
10111 66300 Empl-Milea	2,500	0	2,500	.00	.00	2,500.00	.0%
10111 66400 Empl-Trans	500	0	500	.00	.00	500.00	.0%
10111 66500 Empl-Perso	1,000	0	1,000	.00	.00	1,000.00	.0%
10111 67400 Util-Telep	1,500	0	1,500	.00	1,500.00	.00	100.0%
10111 80100 Cap-Land	150,000	-150,000	0	.00	.00	.00	.0%
<b>TOTAL Executive &amp; Legislative</b>	<b>3,723,954</b>	<b>207,799</b>	<b>3,931,753</b>	<b>891,190.42</b>	<b>806,258.48</b>	<b>2,234,303.85</b>	<b>43.2%</b>



YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
101 General Fund							
<b>10112 Judicial</b>							
10112 50500 Labor-Regu	457,634	15,987	473,621	113,774.40	.00	359,846.60	24.0%
10112 52000 Labor-Vaca	0	0	0	9,825.05	.00	-9,825.05	100.0%*
10112 52100 Labor-Holi	0	0	0	3,026.24	.00	-3,026.24	100.0%*
10112 53000 Labor-Sick	0	0	0	7,212.00	.00	-7,212.00	100.0%*
10112 54000 Labor-Othe	2,000	250	2,250	.00	.00	2,250.00	.0%
10112 55000 Labor-Allo	5,100	0	5,100	1,700.00	.00	3,400.00	33.3%
10112 56000 Labor-Heal	0	10,651	10,651	12,138.57	.00	-1,487.35	114.0%*
10112 58000 Associated	73,198	0	73,198	23,147.19	.00	50,050.81	31.6%
10112 58100 Associated	33,296	2,248	35,544	10,546.34	.00	24,997.48	29.7%
10112 58200 Associated	41,687	1,341	43,028	12,828.10	.00	30,199.90	29.8%
10112 58300 Associated	7,724	246	7,970	2,389.15	.00	5,580.85	30.0%
10112 58900 Associated	90	0	90	18.40	.00	71.60	20.4%
10112 61200 ConProf-Ge	163,300	0	163,300	41,241.57	127,037.06	-4,978.63	103.0%*
10112 64475 Ops-Materi	15,750	0	15,750	3,392.32	3,366.72	8,990.96	42.9%
10112 64600 Ops-Postag	3,680	0	3,680	548.33	.00	3,131.67	14.9%
10112 64800 Ops-Unifor	2,000	0	2,000	.00	.00	2,000.00	.0%
10112 64825 Ops-Vehicl	400	0	400	.00	.00	400.00	.0%
10112 65000 Maint-Buil	2,000	0	2,000	.00	.00	2,000.00	.0%
10112 65050 Maint-Equi	2,000	0	2,000	.00	.00	2,000.00	.0%
10112 66000 Empl-Dues	6,300	0	6,300	514.49	.00	5,785.51	8.2%
10112 66100 Empl-Train	10,500	0	10,500	.00	1,109.79	9,390.21	10.6%
10112 66200 Empl-Per D	7,350	0	7,350	863.54	.00	6,486.46	11.7%
10112 66300 Empl-Milea	3,100	0	3,100	151.56	.00	2,948.44	4.9%
10112 66400 Empl-Trans	4,200	0	4,200	.00	.00	4,200.00	.0%
10112 66500 Empl-Perso	300	0	300	.00	.00	300.00	.0%
10112 67400 Util-Telep	5,250	0	5,250	1,139.08	3,860.92	250.00	95.2%
10112 80300 Cap-Improv	35,000	-17,203	17,797	17,796.67	.00	.00	100.0%
<b>TOTAL Judicial</b>	<b>881,859</b>	<b>13,520</b>	<b>895,379</b>	<b>262,253.00</b>	<b>135,374.49</b>	<b>497,751.22</b>	<b>44.4%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
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10113 City Clerk

10113 50500 Labor-Regu	281,723	14,565	296,288	76,335.32	.00	219,952.68	25.8%
10113 52000 Labor-Vaca	0	0	0	3,840.24	.00	-3,840.24	100.0%*
10113 52100 Labor-Holi	0	0	0	1,999.11	.00	-1,999.11	100.0%*
10113 53000 Labor-Sick	0	0	0	2,695.32	.00	-2,695.32	100.0%*
10113 54000 Labor-Othe	1,000	0	1,000	.00	.00	1,000.00	.0%
10113 55000 Labor-Allo	838	2,012	2,850	950.00	.00	1,900.00	33.3%
10113 56000 Labor-Heal	0	9,647	9,647	9,647.06	.00	.00	100.0%
10113 58000 Associated	73,917	0	73,917	20,484.28	.00	53,432.72	27.7%
10113 58100 Associated	20,229	704	20,933	6,646.94	.00	14,285.90	31.8%
10113 58200 Associated	30,428	-176	30,252	9,123.45	.00	21,128.55	30.2%
10113 58300 Associated	5,637	-33	5,604	1,697.38	.00	3,906.62	30.3%
10113 58900 Associated	40	0	40	9.20	.00	30.80	23.0%
10113 61200 ConProf-Ge	32,438	0	32,438	21,081.09	5,738.00	5,618.91	82.7%
10113 64475 Ops-Materi	3,150	0	3,150	1,208.86	.00	1,941.14	38.4%
10113 64990 Ops-Misc	2,500	0	2,500	.00	.00	2,500.00	.0%
10113 65900 Maint-Misc	500	0	500	.00	.00	500.00	.0%
10113 66000 Empl-Dues	1,050	0	1,050	325.00	225.00	500.00	52.4%
10113 66100 Empl-Train	2,100	0	2,100	250.00	600.00	1,250.00	40.5%
10113 66200 Empl-Per D	2,100	0	2,100	.00	1,627.88	472.12	77.5%
10113 66300 Empl-Milea	600	0	600	.00	.00	600.00	.0%
<b>TOTAL City Clerk</b>	<b>458,250</b>	<b>26,719</b>	<b>484,969</b>	<b>156,293.25</b>	<b>8,190.88</b>	<b>320,484.77</b>	<b>33.9%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04			ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
ACCOUNTS FOR:	General Fund	APPROP	ADJSTMNTS	BUDGET			BUDGET	USE/COL	
<b>10114 Human Resources</b>									
10114	50500	Labor-Regu	208,863	17,651	226,514	16,675.84	.00	209,838.16	7.4%
10114	51000	Labor-OT	0	0	0	1,149.60	.00	-1,149.60	100.0%*
10114	52000	Labor-Vaca	0	0	0	1,463.92	.00	-1,463.92	100.0%*
10114	52100	Labor-Holi	0	0	0	482.16	.00	-482.16	100.0%*
10114	53000	Labor-Sick	0	0	0	718.88	.00	-718.88	100.0%*
10114	54000	Labor-Othe	500	0	500	.00	.00	500.00	.0%
10114	55000	Labor-Allo	7,950	0	7,950	.00	.00	7,950.00	.0%
10114	58000	Associated	23,402	0	23,402	94.56	.00	23,307.44	.4%
10114	58100	Associated	16,552	743	17,295	1,544.26	.00	15,750.74	8.9%
10114	58200	Associated	19,839	1,819	21,658	2,077.16	.00	19,580.84	9.6%
10114	58300	Associated	3,674	338	4,012	386.82	.00	3,625.18	9.6%
10114	58900	Associated	30	0	30	2.30	.00	27.70	7.7%
10114	61200	ConProf-Ge	13,870	0	13,870	437.90	1,337.10	12,095.00	12.8%
10114	64475	Ops-Materi	5,250	0	5,250	375.55	.00	4,874.45	7.2%
10114	64600	Ops-Postag	630	0	630	50.58	.00	579.42	8.0%
10114	64800	Ops-Unifor	110	0	110	.00	.00	110.00	.0%
10114	66000	Empl-Dues	840	0	840	.00	.00	840.00	.0%
10114	66100	Empl-Train	530	0	530	.00	.00	530.00	.0%
10114	66200	Empl-Per D	210	0	210	.00	.00	210.00	.0%
10114	66300	Empl-Milea	110	0	110	.00	.00	110.00	.0%
10114	66600	Empl-Servi	210	0	210	.00	.00	210.00	.0%
<b>TOTAL Human Resources</b>			<b>302,570</b>	<b>20,551</b>	<b>323,121</b>	<b>25,459.53</b>	<b>1,337.10</b>	<b>296,324.37</b>	<b>8.3%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
101 General Fund							
<b>10115 Finance-Admin</b>							
10115 50500 Labor-Regu	765,121	21,925	787,046	217,103.81	.00	569,942.19	27.6%
10115 51000 Labor-OT	1,936	74	2,010	38.18	.00	1,971.82	1.9%
10115 52000 Labor-Vaca	0	0	0	12,514.83	.00	-12,514.83	100.0%*
10115 52100 Labor-Holi	0	0	0	6,250.08	.00	-6,250.08	100.0%*
10115 53000 Labor-Sick	0	0	0	6,886.15	.00	-6,886.15	100.0%*
10115 54000 Labor-Othe	2,500	0	2,500	.00	.00	2,500.00	.0%
10115 55000 Labor-Allo	8,700	0	8,700	2,900.00	.00	5,800.00	33.3%
10115 56000 Labor-Heal	0	16,847	16,847	18,553.58	.00	-1,706.94	110.1%*
10115 58000 Associated	148,131	0	148,131	45,250.55	.00	102,880.45	30.5%
10115 58100 Associated	55,397	2,970	58,367	18,956.64	.00	39,410.13	32.5%
10115 58200 Associated	82,420	2,361	84,781	26,014.77	.00	58,766.23	30.7%
10115 58300 Associated	15,307	439	15,746	4,844.36	.00	10,901.64	30.8%
10115 58900 Associated	110	0	110	25.30	.00	84.70	23.0%
10115 61200 ConProf-Ge	490,000	0	490,000	288,998.70	207,504.74	-6,503.44	101.3%*
10115 63100 Fees-Filin	2,730	0	2,730	1,450.00	.00	1,280.00	53.1%
10115 63250 Fees-Penal	2,100	0	2,100	.00	.00	2,100.00	.0%
10115 63300 Fees-Publi	740	0	740	820.46	1,930.97	-2,011.43	371.8%*
10115 64025 Ops-Bank C	530	0	530	.00	.00	530.00	.0%
10115 64475 Ops-Materi	71,400	0	71,400	6,546.58	1,318.00	63,535.42	11.0%
10115 64600 Ops-Postag	31,920	0	31,920	780.99	30,400.00	739.01	97.7%
10115 64800 Ops-Unifor	210	0	210	1,165.94	.00	-955.94	555.2%*
10115 64825 Ops-Vehicl	400	0	400	134.78	205.22	60.00	85.0%
10115 65050 Maint-Equi	110	0	110	.00	500.00	-390.00	454.5%*
10115 65550 Maint-Vehi	260	0	260	22.23	.00	237.77	8.6%
10115 66000 Empl-Dues	1,380	0	1,380	3,010.00	450.00	-2,080.00	250.7%*
10115 66100 Empl-Train	5,040	0	5,040	158.40	50.00	4,831.60	4.1%
10115 66200 Empl-Per D	530	0	530	.00	280.13	249.87	52.9%
10115 66500 Empl-Perso	950	0	950	222.02	.00	727.98	23.4%
10115 67100 Util-Elect	31,980	0	31,980	6,978.13	25,007.87	-6.00	100.0%*
10115 67200 Util-Gas	3,630	0	3,630	214.90	3,415.10	.00	100.0%
10115 67400 Util-Telep	31,680	0	31,680	9,940.88	21,239.12	500.00	98.4%
10115 67500 Util-Water	7,530	0	7,530	2,333.85	5,196.15	.00	100.0%
10115 80200 Cap-Buildi	160,000	37,433	197,433	.00	8,988.94	188,444.00	4.6%
<b>TOTAL Finance-Admin</b>	<b>1,922,742</b>	<b>82,048</b>	<b>2,004,790</b>	<b>682,116.11</b>	<b>306,486.24</b>	<b>1,016,188.00</b>	<b>49.3%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
101 General Fund							
<b>10116 Finance-Cashiers</b>							
10116 50500 Labor-Regu	330,620	9,496	340,116	89,983.59	.00	250,132.41	26.5%
10116 51000 Labor-OT	6,656	1,233	7,889	2,140.10	.00	5,748.90	27.1%
10116 52000 Labor-Vaca	0	0	0	4,279.95	.00	-4,279.95	100.0%*
10116 52100 Labor-Holi	0	0	0	2,771.39	.00	-2,771.39	100.0%*
10116 53000 Labor-Sick	0	0	0	4,432.54	.00	-4,432.54	100.0%*
10116 54000 Labor-Othe	1,500	0	1,500	.00	.00	1,500.00	.0%
10116 56000 Labor-Heal	0	2,801	2,801	1,735.24	.00	1,066.19	61.9%
10116 58000 Associated	38,387	-17,104	21,283	6,833.60	.00	14,449.40	32.1%
10116 58100 Associated	24,760	1,555	26,315	7,857.99	.00	18,457.32	29.9%
10116 58200 Associated	35,710	1,027	36,737	10,801.84	.00	25,935.16	29.4%
10116 58300 Associated	6,616	190	6,806	2,011.59	.00	4,794.41	29.6%
10116 58900 Associated	70	0	70	16.10	.00	53.90	23.0%
<b>TOTAL Finance-Cashiers</b>	<b>444,319</b>	<b>-801</b>	<b>443,518</b>	<b>132,863.93</b>	<b>.00</b>	<b>310,653.81</b>	<b>30.0%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04			ORIGINAL	TRANFRS/	REVISED	YTD	ENCUMBRANCES	AVAILABLE	PCT
ACCOUNTS FOR:	General Fund	APPROP	ADJSTMNTS	BUDGET	ACTUAL	BUDGET	USE/COL		
<b>10117 Information Technology</b>									
10117 50500	Labor-Regu	396,628	26,243	422,871	104,283.19	.00	318,587.81	24.7%	
10117 51000	Labor-OT	0	0	0	1,405.34	.00	-1,405.34	100.0%*	
10117 52000	Labor-Vaca	0	0	0	7,111.45	.00	-7,111.45	100.0%*	
10117 52100	Labor-Holi	0	0	0	2,843.32	.00	-2,843.32	100.0%*	
10117 53000	Labor-Sick	0	0	0	446.63	.00	-446.63	100.0%*	
10117 54000	Labor-Othe	1,250	0	1,250	.00	.00	1,250.00	.0%	
10117 55000	Labor-Allo	10,200	750	10,950	3,243.75	.00	7,706.25	29.6%	
10117 56000	Labor-Heal	0	8,315	8,315	8,315.09	.00	.00	100.0%	
10117 58000	Associated	79,988	0	79,988	17,149.45	.00	62,838.55	21.4%	
10117 58100	Associated	29,448	2,885	32,333	9,227.97	.00	23,105.13	28.5%	
10117 58200	Associated	42,837	3,285	46,122	12,225.86	.00	33,896.14	26.5%	
10117 58300	Associated	7,935	608	8,543	2,276.54	.00	6,266.46	26.6%	
10117 58900	Associated	50	0	50	9.20	.00	40.80	18.4%	
10117 61200	ConProf-Ge	443,000	0	443,000	64,920.70	68,491.14	309,588.16	30.1%	
10117 64115	Ops-Comp H	150,000	0	150,000	106,675.73	23,308.39	20,015.88	86.7%	
10117 64475	Ops-Materi	20,000	0	20,000	625.38	1,609.00	17,765.62	11.2%	
10117 64600	Ops-Postag	100	0	100	70.50	.00	29.50	70.5%	
10117 64775	Ops-Tools	100	0	100	.00	.00	100.00	.0%	
10117 64825	Ops-Vehicl	1,500	0	1,500	51.46	448.54	1,000.00	33.3%	
10117 65550	Maint-Vehi	200	0	200	.00	.00	200.00	.0%	
10117 66100	Empl-Train	4,000	0	4,000	.00	.00	4,000.00	.0%	
10117 66200	Empl-Per D	200	0	200	.00	.00	200.00	.0%	
10117 66500	Empl-Perso	100	0	100	.00	.00	100.00	.0%	
10117 67400	Util-Telep	51,000	0	51,000	16,481.15	28,318.85	6,200.00	87.8%	
10117 80500	Cap-Equipm	205,000	0	205,000	.00	.00	205,000.00	.0%	
TOTAL Information Technology		1,443,536	42,086	1,485,622	357,362.71	122,175.92	1,006,083.56	32.3%	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
101 General Fund							
<b>10119 GRTR Fees</b>							
10119 63225 Fees-NMTRD	1,065,000	0	1,065,000	343,899.16	.00	721,100.84	32.3%
TOTAL GRTR Fees	1,065,000	0	1,065,000	343,899.16	.00	721,100.84	32.3%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
101 General Fund	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL

10120 PD - Admin

10120 50500 Labor-Regu	653,801	15,170	668,971	137,395.14	.00	531,575.86	20.5%
10120 51000 Labor-OT	22,162	859	23,021	3,059.72	.00	19,961.28	13.3%
10120 52000 Labor-Vaca	0	0	0	19,187.20	.00	-19,187.20	100.0%*
10120 52100 Labor-Holi	0	0	0	4,924.44	.00	-4,924.44	100.0%*
10120 53000 Labor-Sick	0	0	0	4,422.49	.00	-4,422.49	100.0%*
10120 54000 Labor-Othe	1,750	0	1,750	22.32	.00	1,727.68	1.3%
10120 55000 Labor-Allo	17,400	0	17,400	5,550.00	.00	11,850.00	31.9%
10120 56000 Labor-Heal	0	12,361	12,361	12,361.28	.00	.00	100.0%
10120 58000 Associated	107,620	0	107,620	27,168.56	.00	80,451.44	25.2%
10120 58100 Associated	50,694	2,116	52,810	13,498.98	.00	39,310.66	25.6%
10120 58200 Associated	102,361	45,359	147,720	28,104.33	.00	119,615.67	19.0%
10120 58300 Associated	14,510	310	14,820	3,645.80	.00	11,174.20	24.6%
10120 58900 Associated	90	0	90	16.10	.00	73.90	17.9%
10120 61200 ConProf-Ge	1,103,431	14,734	1,118,165	484,331.08	386,881.99	246,951.93	77.9%
10120 61900 ConProf-Mi	0	0	0	50,247.43	4,173.16	-54,420.59	100.0%*
10120 64000 Ops-Ammo/R	15,000	0	15,000	.00	.00	15,000.00	.0%
10120 64475 Ops-Materi	46,000	0	46,000	12,988.68	2,231.81	30,779.51	33.1%
10120 64525 Ops-Police	205,000	10,000	215,000	6,759.88	863.00	207,377.12	3.5%
10120 64600 Ops-Postag	2,435	0	2,435	1,530.48	1,784.08	-879.56	136.1%*
10120 64650 Ops-Recrui	10,500	0	10,500	12,423.76	1,074.56	-2,998.32	128.6%*
10120 64775 Ops-Tools	1,050	0	1,050	905.46	39.99	104.55	90.0%
10120 64800 Ops-Unifor	6,200	0	6,200	2,929.34	5,140.38	-1,869.72	130.2%*
10120 64825 Ops-Vehicl	265,000	0	265,000	81,384.05	183,615.95	.00	100.0%
10120 65000 Maint-Buil	57,750	0	57,750	20,876.97	9,046.80	27,826.23	51.8%
10120 65050 Maint-Equi	63,000	0	63,000	783.97	74.99	62,141.04	1.4%
10120 65550 Maint-Vehi	147,000	0	147,000	55,750.39	16,085.86	75,163.75	48.9%
10120 66000 Empl-Dues	7,780	0	7,780	1,275.00	1,040.00	5,465.00	29.8%
10120 66100 Empl-Train	60,250	0	60,250	13,250.60	2,533.42	44,465.98	26.2%
10120 66200 Empl-Per D	22,260	0	22,260	19,494.77	4,268.36	-1,503.13	106.8%*
10120 66300 Empl-Milea	0	0	0	47.55	.00	-47.55	100.0%*
10120 66400 Empl-Trans	2,100	0	2,100	718.31	2,079.20	-697.51	133.2%*
10120 66500 Empl-Perso	13,650	0	13,650	7,543.12	1,318.26	4,788.62	64.9%
10120 66600 Empl-Servi	2,100	0	2,100	1,728.11	588.43	-216.54	110.3%*
10120 67100 Util-Elect	48,430	0	48,430	12,903.64	35,096.36	430.00	99.1%
10120 67200 Util-Gas	4,500	0	4,500	673.41	3,326.59	500.00	88.9%
10120 67400 Util-Telep	79,910	0	79,910	26,229.46	49,603.38	4,077.16	94.9%
10120 67500 Util-Water	15,940	0	15,940	4,832.27	10,167.73	940.00	94.1%
10120 80200 Cap-Buildi	0	0	0	.00	46,287.69	-46,287.69	100.0%*
10120 80400 Cap-Infras	28,784	0	28,784	.00	.00	28,784.00	.0%
10120 80500 Cap-Equipm	1,590,951	25,373	1,616,324	603,619.43	858,280.77	154,423.38	90.4%



YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT	
101 General Fund	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL	
TOTAL PD - Admin	4,769,409	126,282	4,895,691	1,682,583.52	1,625,602.76	1,587,504.22	67.6%	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04			ORIGINAL	TRANFRS/	REVISED	YTD	ENCUMBRANCES	AVAILABLE	PCT
ACCOUNTS FOR:	General Fund	APPROP	ADJSTMTS	BUDGET	ACTUAL	BUDGET	USE/COL		
<b>10121 PD - Patrol</b>									
10121 50500	Labor-Regu	3,402,019	181,374	3,583,393	873,807.84	.00	2,709,585.16	24.4%	
10121 51000	Labor-OT	743,022	56,640	799,662	302,130.11	.00	497,531.89	37.8%	
10121 51100	Labor-DT	0	0	0	7,246.98	.00	-7,246.98	100.0%*	
10121 52000	Labor-Vaca	0	0	0	37,188.24	.00	-37,188.24	100.0%*	
10121 52100	Labor-Holi	0	0	0	37,148.84	.00	-37,148.84	100.0%*	
10121 53000	Labor-Sick	0	0	0	39,035.18	.00	-39,035.18	100.0%*	
10121 54000	Labor-Othe	11,500	250	11,750	15,083.68	.00	-3,333.68	128.4%*	
10121 55000	Labor-Allo	30,200	7,950	38,150	6,562.50	.00	31,587.50	17.2%	
10121 56000	Labor-Heal	0	64,390	64,390	55,331.04	.00	9,058.76	85.9%	
10121 58000	Associated	615,940	-45,574	570,366	163,322.95	.00	407,043.05	28.6%	
10121 58100	Associated	308,016	13,902	321,918	100,306.79	.00	221,610.92	31.2%	
10121 58200	Associated	775,849	351,390	1,127,239	253,217.19	.00	874,021.81	22.5%	
10121 58300	Associated	85,072	3,148	88,220	24,356.10	.00	63,863.90	27.6%	
10121 58900	Associated	460	10	470	98.90	.00	371.10	21.0%	
10121 64100	Ops-Canine	10,500	0	10,500	2,748.93	3,627.73	4,123.34	60.7%	
10121 64475	Ops-Materi	10,000	0	10,000	3,879.02	1,502.33	4,618.65	53.8%	
10121 64525	Ops-Police	10,000	0	10,000	9,551.07	.00	448.93	95.5%	
10121 64800	Ops-Unifor	45,000	0	45,000	17,357.69	7,177.92	20,464.39	54.5%	
10121 66100	Empl-Train	10,000	0	10,000	6,185.00	.00	3,815.00	61.9%	
10121 66200	Empl-Per D	25,000	0	25,000	9,750.00	.00	15,250.00	39.0%	
<b>TOTAL PD - Patrol</b>			<b>6,082,578</b>	<b>633,480</b>	<b>6,716,058</b>	<b>1,964,308.05</b>	<b>12,307.98</b>	<b>4,739,441.48</b>	<b>29.4%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
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10122 PD - Detective/Criminal Invest

10122 50500 Labor-Regu	1,097,745	-13,882	1,083,863	290,223.76	.00	793,639.24	26.8%
10122 51000 Labor-OT	238,225	-22,153	216,072	41,749.27	.00	174,322.73	19.3%
10122 51100 Labor-DT	0	0	0	86.56	.00	-86.56	100.0%*
10122 52000 Labor-Vaca	0	0	0	25,597.51	.00	-25,597.51	100.0%*
10122 52100 Labor-Holi	0	0	0	10,929.04	.00	-10,929.04	100.0%*
10122 53000 Labor-Sick	0	0	0	9,572.51	.00	-9,572.51	100.0%*
10122 54000 Labor-Othe	3,250	0	3,250	14,234.56	.00	-10,984.56	438.0%*
10122 55000 Labor-Allo	8,550	0	8,550	2,325.00	.00	6,225.00	27.2%
10122 56000 Labor-Heal	0	29,516	29,516	28,028.41	.00	1,487.35	95.0%
10122 58000 Associated	211,850	-5,718	206,132	65,473.88	.00	140,658.12	31.8%
10122 58100 Associated	97,198	-918	96,280	30,431.07	.00	65,849.03	31.6%
10122 58200 Associated	245,422	93,456	338,878	85,695.02	.00	253,182.98	25.3%
10122 58300 Associated	27,147	-343	26,804	8,280.44	.00	18,523.56	30.9%
10122 58900 Associated	130	0	130	29.90	.00	100.10	23.0%
10122 64475 Ops-Materi	12,500	0	12,500	4,270.86	2,100.94	6,128.20	51.0%
10122 64525 Ops-Police	5,000	0	5,000	.00	.00	5,000.00	.0%
10122 64600 Ops-Postag	2,500	0	2,500	380.49	1,119.51	1,000.00	60.0%
10122 64800 Ops-Unifor	2,500	0	2,500	2,098.62	901.38	-500.00	120.0%*
10122 66100 Empl-Train	2,500	0	2,500	.00	.00	2,500.00	.0%
10122 66200 Empl-Per D	5,000	0	5,000	652.02	.00	4,347.98	13.0%
<b>TOTAL PD - Detective/Criminal Invest</b>	<b>1,959,517</b>	<b>79,958</b>	<b>2,039,475</b>	<b>620,058.92</b>	<b>4,121.83</b>	<b>1,415,294.11</b>	<b>30.6%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04			ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
ACCOUNTS FOR:	General Fund	APPROP	ADJSTMNTS	BUDGET			BUDGET	USE/COL	
<b>10123 PD - Community Services</b>									
10123	50500	Labor-Regu	715,087	-5,251	709,836	180,671.11	.00	529,164.89	25.5%
10123	51000	Labor-OT	133,820	-33,354	100,466	45,582.06	.00	54,883.94	45.4%
10123	51100	Labor-DT	0	0	0	311.68	.00	-311.68	100.0%*
10123	52000	Labor-Vaca	0	0	0	22,081.14	.00	-22,081.14	100.0%*
10123	52100	Labor-Holi	0	0	0	5,754.81	.00	-5,754.81	100.0%*
10123	53000	Labor-Sick	0	0	0	16,623.86	.00	-16,623.86	100.0%*
10123	54000	Labor-Othe	2,500	0	2,500	.00	.00	2,500.00	.0%
10123	55000	Labor-Allo	4,550	1,950	6,500	1,450.00	.00	5,050.00	22.3%
10123	56000	Labor-Heal	0	27,721	27,721	31,134.44	.00	-3,413.87	112.3%*
10123	58000	Associated	188,221	0	188,221	62,328.88	.00	125,892.12	33.1%
10123	58100	Associated	60,637	-799	59,838	21,487.88	.00	38,349.96	35.9%
10123	58200	Associated	150,988	60,434	211,422	54,891.21	.00	156,530.79	26.0%
10123	58300	Associated	17,264	-128	17,136	5,418.74	.00	11,717.26	31.6%
10123	58900	Associated	100	0	100	23.00	.00	77.00	23.0%
10123	64000	Ops-Ammo/R	9,000	0	9,000	.00	.00	9,000.00	.0%
10123	64475	Ops-Materi	15,000	0	15,000	392.50	283.50	14,324.00	4.5%
10123	64800	Ops-Unifor	4,000	0	4,000	633.41	1,230.46	2,136.13	46.6%
10123	66000	Empl-Dues	320	0	320	.00	.00	320.00	.0%
10123	66100	Empl-Train	2,250	0	2,250	399.00	749.00	1,102.00	51.0%
TOTAL PD - Community Services			1,303,737	50,572	1,354,309	449,183.72	2,262.96	902,862.73	33.3%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
101 General Fund							
<b>10124 PD - Animal Control</b>							
10124 50500 Labor-Regu	155,709	-1,296	154,413	34,129.96	.00	120,283.04	22.1%
10124 51000 Labor-OT	16,202	-31	16,171	8,873.18	.00	7,297.82	54.9%
10124 51100 Labor-DT	0	0	0	257.35	.00	-257.35	100.0%*
10124 52000 Labor-Vaca	0	0	0	2,808.43	.00	-2,808.43	100.0%*
10124 52100 Labor-Holi	0	0	0	1,497.50	.00	-1,497.50	100.0%*
10124 53000 Labor-Sick	0	0	0	439.04	.00	-439.04	100.0%*
10124 54000 Labor-Othe	750	0	750	3,150.00	.00	-2,400.00	420.0%*
10124 55000 Labor-Allo	1,950	0	1,950	200.00	.00	1,750.00	10.3%
10124 56000 Labor-Heal	0	4,901	4,901	4,901.22	.00	.00	100.0%
10124 58000 Associated	56,457	-22,845	33,612	10,737.16	.00	22,874.84	31.9%
10124 58100 Associated	12,424	-51	12,373	4,003.75	.00	8,369.19	32.4%
10124 58200 Associated	21,491	8,545	30,036	6,010.36	.00	24,025.64	20.0%
10124 58300 Associated	3,116	-27	3,089	771.19	.00	2,317.81	25.0%
10124 58900 Associated	30	0	30	4.60	.00	25.40	15.3%
10124 64475 Ops-Materi	3,000	0	3,000	1,838.15	.00	1,161.85	61.3%
10124 64800 Ops-Unifor	2,050	0	2,050	558.88	.00	1,491.12	27.3%
10124 66100 Empl-Train	1,500	0	1,500	.00	.00	1,500.00	.0%
10124 66200 Empl-Per D	2,000	0	2,000	.00	.00	2,000.00	.0%
<b>TOTAL PD - Animal Control</b>	<b>276,679</b>	<b>-10,804</b>	<b>265,875</b>	<b>80,180.77</b>	<b>.00</b>	<b>185,694.39</b>	<b>30.2%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04			ORIGINAL	TRANFRS/	REVISED	YTD	ENCUMBRANCES	AVAILABLE	PCT
ACCOUNTS FOR:	General Fund	APPROP	ADJSTMTS	BUDGET	ACTUAL	BUDGET	USE/COL		
<b>10125 PD - Communications</b>									
10125	50500	Labor-Regu	1,170,196	-2,747	1,167,449	260,500.47	.00	906,948.53	22.3%
10125	51000	Labor-OT	135,096	169	135,265	88,256.42	.00	47,008.58	65.2%
10125	51100	Labor-DT	0	0	0	1,394.89	.00	-1,394.89	100.0%*
10125	52000	Labor-Vaca	0	0	0	14,653.63	.00	-14,653.63	100.0%*
10125	52100	Labor-Holi	0	0	0	10,899.04	.00	-10,899.04	100.0%*
10125	53000	Labor-Sick	0	0	0	14,179.35	.00	-14,179.35	100.0%*
10125	54000	Labor-Othe	4,750	0	4,750	359.40	.00	4,390.60	7.6%
10125	55000	Labor-Allo	12,350	0	12,350	2,075.00	.00	10,275.00	16.8%
10125	56000	Labor-Heal	0	21,878	21,878	20,390.41	.00	1,487.35	93.2%
10125	58000	Associated	233,117	9,937	243,054	55,059.40	.00	187,994.60	22.7%
10125	58100	Associated	97,346	1,481	98,827	29,861.83	.00	68,965.33	30.2%
10125	58200	Associated	161,507	65,576	227,083	46,752.83	.00	180,330.17	20.6%
10125	58300	Associated	23,411	-55	23,356	5,942.58	.00	17,413.42	25.4%
10125	58900	Associated	190	0	190	36.80	.00	153.20	19.4%
10125	64475	Ops-Materi	15,000	0	15,000	423.29	517.50	14,059.21	6.3%
10125	64800	Ops-Unifor	2,500	0	2,500	971.52	.00	1,528.48	38.9%
10125	66000	Empl-Dues	1,400	0	1,400	150.00	378.00	872.00	37.7%
10125	66100	Empl-Train	15,000	0	15,000	1,157.00	1,325.00	12,518.00	16.5%
10125	66200	Empl-Per D	3,740	0	3,740	6,542.42	2,125.00	-4,927.42	231.7%*
TOTAL PD - Communications			1,875,603	96,239	1,971,842	559,606.28	4,345.50	1,407,890.14	28.6%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
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10126 PD - Traffic

10126 50500 Labor-Regu	315,724	-558	315,166	95,367.78	.00	219,798.22	30.3%
10126 51000 Labor-OT	74,737	240	74,977	24,345.14	.00	50,631.86	32.5%
10126 51100 Labor-DT	0	0	0	149.04	.00	-149.04	100.0%*
10126 52000 Labor-Vaca	0	0	0	2,788.70	.00	-2,788.70	100.0%*
10126 52100 Labor-Holi	0	0	0	3,795.52	.00	-3,795.52	100.0%*
10126 53000 Labor-Sick	0	0	0	2,345.20	.00	-2,345.20	100.0%*
10126 54000 Labor-Othe	1,000	0	1,000	.00	.00	1,000.00	.0%
10126 55000 Labor-Allo	2,600	0	2,600	850.00	.00	1,750.00	32.7%
10126 56000 Labor-Heal	0	4,901	4,901	7,132.24	.00	-2,231.02	145.5%*
10126 58000 Associated	53,793	-12	53,781	19,694.30	.00	34,086.70	36.6%
10126 58100 Associated	29,019	631	29,650	9,925.90	.00	19,724.04	33.5%
10126 58200 Associated	73,093	27,607	100,700	27,561.64	.00	73,138.36	27.4%
10126 58300 Associated	7,895	-13	7,882	2,585.22	.00	5,296.78	32.8%
10126 58900 Associated	40	0	40	9.20	.00	30.80	23.0%
<b>TOTAL PD - Traffic</b>	<b>557,901</b>	<b>32,796</b>	<b>590,697</b>	<b>196,549.88</b>	<b>.00</b>	<b>394,147.28</b>	<b>33.3%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04			ORIGINAL	TRANFRS/	REVISED	YTD	ENCUMBRANCES	AVAILABLE	PCT
ACCOUNTS FOR:	General Fund	APPROP	ADJSTMTS	BUDGET	ACTUAL	BUDGET	USE/COL		
<b>10127 PD - Professional Standards</b>									
10127 50500	Labor-Regu	301,351	-3,512	297,839	65,134.23	.00	232,704.77	21.9%	
10127 51000	Labor-OT	32,684	-10,366	22,318	8,469.04	.00	13,848.96	37.9%	
10127 51100	Labor-DT	0	0	0	366.16	.00	-366.16	100.0%*	
10127 52000	Labor-Vaca	0	0	0	16,972.69	.00	-16,972.69	100.0%*	
10127 52100	Labor-Holi	0	0	0	2,675.24	.00	-2,675.24	100.0%*	
10127 53000	Labor-Sick	0	0	0	2,778.76	.00	-2,778.76	100.0%*	
10127 54000	Labor-Othe	750	0	750	.00	.00	750.00	.0%	
10127 55000	Labor-Allo	9,250	0	9,250	2,875.00	.00	6,375.00	31.1%	
10127 56000	Labor-Heal	0	5,973	5,973	7,460.06	.00	-1,487.35	124.9%*	
10127 58000	Associated	50,751	0	50,751	15,480.17	.00	35,270.83	30.5%	
10127 58100	Associated	24,925	-606	24,319	7,732.32	.00	16,586.59	31.8%	
10127 58200	Associated	63,555	31,607	95,162	20,819.86	.00	74,342.14	21.9%	
10127 58300	Associated	7,535	-88	7,447	2,070.67	.00	5,376.33	27.8%	
10127 58900	Associated	30	0	30	6.90	.00	23.10	23.0%	
10127 61900	ConProf-Mi	2,500	0	2,500	.00	.00	2,500.00	.0%	
10127 64475	Ops-Materi	500	0	500	1,087.87	.00	-587.87	217.6%*	
10127 66100	Empl-Train	1,500	0	1,500	.00	.00	1,500.00	.0%	
10127 66200	Empl-Per D	5,000	0	5,000	.00	.00	5,000.00	.0%	
<b>TOTAL PD - Professional Standards</b>		<b>500,331</b>	<b>23,008</b>	<b>523,339</b>	<b>153,928.97</b>	<b>.00</b>	<b>369,409.65</b>	<b>29.4%</b>	



YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT	
101 General Fund	APPROP	ADJSTMNTS	BUDGET			BUDGET	USE/COL	
<b>10128 PD - Records</b>								
10128 50500 Labor-Regu	281,261	-60	281,201	67,295.05	.00	213,905.95	23.9%	
10128 51000 Labor-OT	4,866	5	4,871	3,779.92	.00	1,091.08	77.6%	
10128 52000 Labor-Vaca	0	0	0	4,018.91	.00	-4,018.91	100.0%*	
10128 52100 Labor-Holi	0	0	0	2,320.16	.00	-2,320.16	100.0%*	
10128 53000 Labor-Sick	0	0	0	3,048.52	.00	-3,048.52	100.0%*	
10128 54000 Labor-Othe	1,500	0	1,500	.00	.00	1,500.00	.0%	
10128 55000 Labor-Allo	0	3,900	3,900	.00	.00	3,900.00	.0%	
10128 56000 Labor-Heal	0	11,506	11,506	11,506.25	.00	.00	100.0%	
10128 58000 Associated	101,490	0	101,490	25,200.70	.00	76,289.30	24.8%	
10128 58100 Associated	19,779	1,176	20,955	6,313.41	.00	14,641.82	30.1%	
10128 58200 Associated	38,820	15,879	54,699	12,144.63	.00	42,554.37	22.2%	
10128 58300 Associated	5,627	-1	5,626	1,533.61	.00	4,092.39	27.3%	
10128 58900 Associated	60	0	60	11.50	.00	48.50	19.2%	
10128 64475 Ops-Materi	1,000	0	1,000	365.74	.00	634.26	36.6%	
10128 64800 Ops-Unifor	750	0	750	162.22	684.57	-96.79	112.9%*	
10128 66000 Empl-Dues	500	0	500	.00	300.00	200.00	60.0%	
10128 66100 Empl-Train	1,500	0	1,500	.00	.00	1,500.00	.0%	
<b>TOTAL PD - Records</b>	<b>457,153</b>	<b>32,405</b>	<b>489,558</b>	<b>137,700.62</b>	<b>984.57</b>	<b>350,873.29</b>	<b>28.3%</b>	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04			ORIGINAL	TRANFRS/	REVISED	YTD	ENCUMBRANCES	AVAILABLE	PCT
ACCOUNTS	FOR:	Fund	APPROP	ADJSTMTS	BUDGET	ACTUAL		BUDGET	USE/COL
<b>10129 PD - Training &amp; Recruitment</b>									
10129	50500	Labor-Regu	0	0	0	13,472.96	.00	-13,472.96	100.0%*
10129	51000	Labor-OT	0	0	0	4,779.26	.00	-4,779.26	100.0%*
10129	51100	Labor-DT	0	0	0	670.75	.00	-670.75	100.0%*
10129	52000	Labor-Vaca	0	0	0	464.32	.00	-464.32	100.0%*
10129	53000	Labor-Sick	0	0	0	380.72	.00	-380.72	100.0%*
10129	55000	Labor-Allo	0	0	0	1,262.50	.00	-1,262.50	100.0%*
10129	56000	Labor-Heal	0	0	0	3,413.87	.00	-3,413.87	100.0%*
10129	58000	Associated	0	0	0	1,855.98	.00	-1,855.98	100.0%*
10129	58100	Associated	0	0	0	1,818.46	.00	-1,818.46	100.0%*
10129	58200	Associated	0	0	0	4,574.60	.00	-4,574.60	100.0%*
10129	58300	Associated	0	0	0	357.95	.00	-357.95	100.0%*
TOTAL PD - Training & Recruitment			0	0	0	33,051.37	.00	-33,051.37	100.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
101 General Fund							
<b>10130 Fire - Admin</b>							
10130 50500 Labor-Regu	704,124	206,739	910,863	30,078.59	.00	880,784.41	3.3%
10130 51000 Labor-OT	66,440	-29,573	36,867	14,488.98	.00	22,378.02	39.3%
10130 52000 Labor-Vaca	0	0	0	9,380.49	.00	-9,380.49	100.0%*
10130 52100 Labor-Holi	0	0	0	3,032.55	.00	-3,032.55	100.0%*
10130 53000 Labor-Sick	0	0	0	769.98	.00	-769.98	100.0%*
10130 54000 Labor-Othe	1,750	0	1,750	.00	.00	1,750.00	.0%
10130 55000 Labor-Allo	10,200	750	10,950	3,150.00	.00	7,800.00	28.8%
10130 56000 Labor-Heal	0	11,729	11,729	11,728.96	.00	.00	100.0%
10130 58000 Associated	172,191	-23,116	149,075	25,619.29	.00	123,455.71	17.2%
10130 58100 Associated	57,777	11,923	69,700	10,912.81	.00	58,787.46	15.7%
10130 58200 Associated	150,167	42,546	192,713	26,212.76	.00	166,500.24	13.6%
10130 58300 Associated	17,058	4,994	22,052	2,949.44	.00	19,102.56	13.4%
10130 58900 Associated	80	-10	70	9.20	.00	60.80	13.1%
10130 61200 ConProf-Ge	54,460	0	54,460	10,319.46	14,714.98	29,425.56	46.0%
10130 64225 Ops-Fire E	131,250	10,000	141,250	34,704.35	121,686.95	-15,141.30	110.7%*
10130 64275 Ops-Fire H	7,000	0	7,000	.00	4,410.00	2,590.00	63.0%
10130 64300 Ops-Fire P	7,350	0	7,350	6,293.88	154.97	901.15	87.7%
10130 64475 Ops-Materi	241,500	0	241,500	12,971.47	1,001.27	227,527.26	5.8%
10130 64575 Ops-PPE	63,000	0	63,000	6,973.96	34,134.23	21,891.81	65.3%
10130 64600 Ops-Postag	1,050	0	1,050	348.58	411.90	289.52	72.4%
10130 64650 Ops-Recrui	0	0	0	.00	2,274.64	-2,274.64	100.0%*
10130 64675 Ops-Safety	1,050	0	1,050	.00	222.80	827.20	21.2%
10130 64775 Ops-Tools	21,000	0	21,000	32,905.66	3,590.47	-15,496.13	173.8%*
10130 64800 Ops-Unifor	73,500	0	73,500	13,840.49	28,579.82	31,079.69	57.7%
10130 64825 Ops-Vehicl	128,000	0	128,000	34,375.67	80,249.51	13,374.82	89.6%
10130 64990 Ops-Misc	5,250	0	5,250	.00	.00	5,250.00	.0%
10130 65000 Maint-Buil	136,500	0	136,500	30,016.45	3,218.62	103,264.93	24.3%
10130 65050 Maint-Equi	42,000	0	42,000	12,479.08	4,676.61	24,844.31	40.8%
10130 65550 Maint-Vehi	126,000	0	126,000	45,410.04	43,274.08	37,315.88	70.4%
10130 66000 Empl-Dues	6,300	0	6,300	2,338.07	100.00	3,861.93	38.7%
10130 66100 Empl-Train	65,100	0	65,100	29,477.05	21,236.55	14,386.40	77.9%
10130 66200 Empl-Per D	26,250	0	26,250	26,558.40	.00	-308.40	101.2%*
10130 66400 Empl-Trans	1,050	0	1,050	391.81	4.70	653.49	37.8%
10130 66500 Empl-Perso	21,000	0	21,000	4,894.75	4,054.67	12,050.58	42.6%
10130 67100 Util-Elect	39,370	0	39,370	8,776.37	23,223.63	7,370.00	81.3%
10130 67200 Util-Gas	25,720	0	25,720	1,383.61	20,616.39	3,720.00	85.5%
10130 67400 Util-Telep	35,000	0	35,000	9,313.01	36,992.83	-11,305.84	132.3%*
10130 67500 Util-Water	24,030	0	24,030	6,701.22	17,907.43	-578.65	102.4%*
10130 80500 Cap-Equipm	92,250	0	92,250	811.47	39,903.96	51,534.57	44.1%
<b>TOTAL Fire - Admin</b>	<b>2,554,767</b>	<b>235,982</b>	<b>2,790,749</b>	<b>469,617.90</b>	<b>506,641.01</b>	<b>1,814,490.32</b>	<b>35.0%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
101 General Fund							
<b>10133 Fire - Suppression</b>							
10133 50500 Labor-Regu	4,730,848	191,847	4,922,695	1,375,688.66	.00	3,547,006.34	27.9%
10133 51000 Labor-OT	1,458,078	73,617	1,531,695	536,602.52	.00	995,092.48	35.0%
10133 51100 Labor-DT	0	0	0	165,906.92	.00	-165,906.92	100.0%*
10133 52000 Labor-Vaca	0	0	0	28,382.33	.00	-28,382.33	100.0%*
10133 53000 Labor-Sick	0	0	0	258.17	.00	-258.17	100.0%*
10133 54000 Labor-Othe	15,000	0	15,000	6,615.39	.00	8,384.61	44.1%
10133 55000 Labor-Allo	39,000	0	39,000	9,600.00	.00	29,400.00	24.6%
10133 56000 Labor-Heal	0	142,226	142,226	142,226.43	.00	-.01	100.0%*
10133 58000 Associated	1,052,239	0	1,052,239	295,559.02	.00	756,679.98	28.1%
10133 58100 Associated	458,527	36,413	494,940	162,624.51	.00	332,315.19	32.9%
10133 58200 Associated	1,187,504	79,216	1,266,720	343,673.93	.00	923,046.07	27.1%
10133 58300 Associated	118,299	7,894	126,193	34,402.21	.00	91,790.79	27.3%
10133 58900 Associated	600	0	600	128.80	.00	471.20	21.5%
TOTAL Fire - Suppression	9,060,095	531,213	9,591,308	3,101,668.89	.00	6,489,639.23	32.3%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
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10134 Fire - PFA

10134 50500 Labor-Regu	282,341	8,968	291,309	70,104.53	.00	221,204.47	24.1%
10134 51000 Labor-OT	2,808	1,766	4,574	1,300.50	.00	3,273.50	28.4%
10134 51100 Labor-DT	0	0	0	309.12	.00	-309.12	100.0%*
10134 52000 Labor-Vaca	0	0	0	6,361.85	.00	-6,361.85	100.0%*
10134 52100 Labor-Holi	0	0	0	2,195.76	.00	-2,195.76	100.0%*
10134 53000 Labor-Sick	0	0	0	4,150.69	.00	-4,150.69	100.0%*
10134 54000 Labor-Othe	750	250	1,000	1,897.00	.00	-897.00	189.7%*
10134 55000 Labor-Allo	8,784	0	8,784	2,516.00	.00	6,268.00	28.6%
10134 56000 Labor-Heal	0	8,674	8,674	8,674.06	.00	.00	100.0%
10134 58000 Associated	58,190	0	58,190	18,682.50	.00	39,507.50	32.1%
10134 58100 Associated	20,848	1,504	22,352	6,941.87	.00	15,409.70	31.1%
10134 58200 Associated	30,494	968	31,462	8,890.25	.00	22,571.75	28.3%
10134 58300 Associated	5,649	180	5,829	1,656.24	.00	4,172.76	28.4%
10134 58900 Associated	40	0	40	9.20	.00	30.80	23.0%
<b>TOTAL Fire - PFA</b>	<b>409,904</b>	<b>22,310</b>	<b>432,214</b>	<b>133,689.57</b>	<b>.00</b>	<b>298,524.06</b>	<b>30.9%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
101 General Fund							
<b>10140 Community Development</b>							
10140 50500 Labor-Regu	311,098	20,032	331,130	55,535.42	.00	275,594.58	16.8%
10140 51000 Labor-OT	0	0	0	268.27	.00	-268.27	100.0%*
10140 52000 Labor-Vaca	0	0	0	2,384.41	.00	-2,384.41	100.0%*
10140 52100 Labor-Holi	0	0	0	1,480.53	.00	-1,480.53	100.0%*
10140 53000 Labor-Sick	0	0	0	717.20	.00	-717.20	100.0%*
10140 54000 Labor-Othe	750	0	750	.00	.00	750.00	.0%
10140 55000 Labor-Allo	15,900	-750	15,150	2,650.00	.00	12,500.00	17.5%
10140 56000 Labor-Heal	0	1,487	1,487	1,487.35	.00	.00	100.0%
10140 58000 Associated	33,728	0	33,728	3,421.43	.00	30,306.57	10.1%
10140 58100 Associated	24,714	1,358	26,072	4,821.04	.00	21,250.74	18.5%
10140 58200 Associated	33,599	2,614	36,213	6,378.30	.00	29,834.70	17.6%
10140 58300 Associated	6,223	484	6,707	1,187.83	.00	5,519.17	17.7%
10140 58900 Associated	30	0	30	5.11	.00	24.89	17.0%
10140 61200 ConProf-Ge	117,288	0	117,288	11,501.11	49,937.20	55,849.79	52.4%
10140 61900 ConProf-Mi	0	0	0	27,049.28	3,628.53	-30,677.81	100.0%*
10140 64475 Ops-Materi	5,250	0	5,250	12,689.07	2,822.90	-10,261.97	295.5%*
10140 64600 Ops-Postag	210	0	210	141.40	200.00	-131.40	162.6%*
10140 64800 Ops-Unifor	530	0	530	.00	.00	530.00	.0%
10140 64825 Ops-Vehicl	700	0	700	6.00	294.00	400.00	42.9%
10140 65000 Maint-Buil	10,500	0	10,500	1.14	1,324.80	9,174.06	12.6%
10140 65150 Maint-Hala	7,880	0	7,880	.00	1,461.73	6,418.27	18.5%
10140 65200 Maint-Leas	100,000	0	100,000	8,776.45	16,105.85	75,117.70	24.9%
10140 65550 Maint-Vehi	110	0	110	.00	.00	110.00	.0%
10140 66000 Empl-Dues	1,790	0	1,790	244.00	964.00	582.00	67.5%
10140 66100 Empl-Train	2,100	0	2,100	550.00	.00	1,550.00	26.2%
10140 66200 Empl-Per D	1,580	0	1,580	.00	.00	1,580.00	.0%
10140 66300 Empl-Milea	1,580	0	1,580	.00	.00	1,580.00	.0%
10140 66400 Empl-Trans	1,050	0	1,050	.00	.00	1,050.00	.0%
10140 66500 Empl-Perso	110	0	110	.00	.00	110.00	.0%
10140 67100 Util-Elect	8,880	0	8,880	3,141.38	4,358.62	1,380.00	84.5%
10140 67200 Util-Gas	7,560	0	7,560	391.03	3,108.97	4,060.00	46.3%
10140 67400 Util-Telep	6,200	0	6,200	680.46	4,519.54	1,000.00	83.9%
10140 67500 Util-Water	1,670	0	1,670	571.40	1,321.45	-222.85	113.3%*
10140 80200 Cap-Buildi	200,000	100,000	300,000	.00	200,000.00	100,000.00	66.7%
10140 80300 Cap-Improv	387,737	-33,864	353,873	24,070.43	157,947.44	171,854.65	51.4%
10140 80400 Cap-Infras	55,000	0	55,000	7,139.56	47,585.24	275.20	99.5%
10140 80500 Cap-Equipm	13,717	-13,717	0	.00	.00	.00	.0%
<b>TOTAL Community Development</b>	<b>1,357,484</b>	<b>77,644</b>	<b>1,435,128</b>	<b>177,289.60</b>	<b>495,580.27</b>	<b>762,257.88</b>	<b>46.9%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
101 General Fund	APPROP	ADJSTMNTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL	
<b>10141 Library</b>								
10141 50500 Labor-Regu	529,217	23,424	552,641	146,438.83	.00	406,202.17	26.5%	
10141 51000 Labor-OT	0	0	0	283.92	.00	-283.92	100.0%*	
10141 52000 Labor-Vaca	0	0	0	5,744.24	.00	-5,744.24	100.0%*	
10141 52100 Labor-Holi	0	0	0	3,885.44	.00	-3,885.44	100.0%*	
10141 53000 Labor-Sick	0	0	0	2,828.89	.00	-2,828.89	100.0%*	
10141 54000 Labor-Othe	1,250	500	1,750	259.09	.00	1,490.91	14.8%	
10141 55000 Labor-Allo	3,324	0	3,324	1,042.00	.00	2,282.00	31.3%	
10141 56000 Labor-Heal	0	7,765	7,765	7,764.57	.00	.00	100.0%	
10141 58000 Associated	58,829	0	58,829	17,352.66	.00	41,476.34	29.5%	
10141 58100 Associated	39,172	1,415	40,587	12,368.04	.00	28,218.95	30.5%	
10141 58200 Associated	46,288	1,013	47,301	14,562.45	.00	32,738.55	30.8%	
10141 58300 Associated	8,574	188	8,762	2,711.85	.00	6,050.15	31.0%	
10141 58900 Associated	150	0	150	27.60	.00	122.40	18.4%	
10141 61200 ConProf-Ge	40,989	0	40,989	13,487.51	19,154.34	8,347.15	79.6%	
10141 64075 Ops-Books	78,940	0	78,940	40,390.62	54,861.59	-16,312.21	120.7%*	
10141 64115 Ops-Comp H	3,680	0	3,680	.00	.00	3,680.00	.0%	
10141 64430 Ops-Librar	23,210	0	23,210	.00	.00	23,210.00	.0%	
10141 64475 Ops-Materi	48,250	0	48,250	5,126.69	853.36	42,269.95	12.4%	
10141 64600 Ops-Postag	4,730	0	4,730	4,730.00	.00	.00	100.0%	
10141 64800 Ops-Unifor	210	0	210	.00	.00	210.00	.0%	
10141 65000 Maint-Buil	10,500	0	10,500	2,882.10	3,748.16	3,869.74	63.1%	
10141 65050 Maint-Equi	4,730	0	4,730	2,951.60	400.00	1,378.40	70.9%	
10141 66000 Empl-Dues	2,630	0	2,630	552.00	1,444.00	634.00	75.9%	
10141 66100 Empl-Train	530	0	530	350.00	.00	180.00	66.0%	
10141 66200 Empl-Per D	530	0	530	2,298.57	.00	-1,768.57	433.7%*	
10141 66400 Empl-Trans	0	0	0	192.96	.00	-192.96	100.0%*	
10141 66500 Empl-Perso	1,050	0	1,050	35.75	186.27	827.98	21.1%	
10141 67100 Util-Elect	38,130	0	38,130	8,433.95	26,566.05	3,130.00	91.8%	
10141 67200 Util-Gas	9,000	0	9,000	242.12	8,757.88	.00	100.0%	
10141 67400 Util-Telep	8,000	0	8,000	3,429.40	8,054.99	-3,484.39	143.6%*	
10141 67500 Util-water	27,460	0	27,460	7,631.49	21,162.43	-1,333.92	104.9%*	
10141 80300 Cap-Improv	45,000	40,000	85,000	215.00	11,364.95	73,420.05	13.6%	
10141 80500 Cap-Equipm	53,739	0	53,739	.00	15,480.84	38,258.16	28.8%	
<b>TOTAL Library</b>	<b>1,088,112</b>	<b>74,305</b>	<b>1,162,417</b>	<b>308,219.34</b>	<b>172,034.86</b>	<b>682,162.36</b>	<b>41.3%</b>	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
101 General Fund							
<b>10142 Museum</b>							
10142 50500 Labor-Regu	198,100	13,814	211,914	54,055.04	.00	157,858.96	25.5%
10142 52000 Labor-Vaca	0	0	0	2,886.38	.00	-2,886.38	100.0%*
10142 52100 Labor-Holi	0	0	0	1,397.57	.00	-1,397.57	100.0%*
10142 53000 Labor-Sick	0	0	0	1,351.95	.00	-1,351.95	100.0%*
10142 54000 Labor-Othe	750	0	750	.00	.00	750.00	.0%
10142 55000 Labor-Allo	750	-750	0	156.25	.00	-156.25	100.0%*
10142 56000 Labor-Heal	0	3,414	3,414	3,413.87	.00	.00	100.0%
10142 58000 Associated	46,236	10,221	56,457	9,862.70	.00	46,594.30	17.5%
10142 58100 Associated	14,659	1,260	15,919	4,580.39	.00	11,338.77	28.8%
10142 58200 Associated	21,396	1,493	22,889	6,328.55	.00	16,560.45	27.6%
10142 58300 Associated	3,964	276	4,240	1,178.24	.00	3,061.76	27.8%
10142 58900 Associated	40	0	40	6.90	.00	33.10	17.3%
10142 61200 ConProf-Ge	30,163	0	30,163	12,132.45	22,568.48	-4,537.93	115.0%*
10142 64175 Ops-Exhibi	73,500	0	73,500	26,000.00	.00	47,500.00	35.4%
10142 64475 Ops-Materi	6,620	0	6,620	7,021.99	1,921.13	-2,323.12	135.1%*
10142 64600 Ops-Postag	110	0	110	.00	.00	110.00	.0%
10142 65000 Maint-Buil	8,400	0	8,400	2,541.34	3,342.88	2,515.78	70.1%
10142 65050 Maint-Equi	110	0	110	.00	.00	110.00	.0%
10142 65100 Maint-Fine	10,500	0	10,500	.00	.00	10,500.00	.0%
10142 66000 Empl-Dues	2,500	0	2,500	1,145.64	1,566.31	-211.95	108.5%*
10142 66100 Empl-Train	630	0	630	.00	.00	630.00	.0%
10142 66200 Empl-Per D	840	0	840	20.00	.00	820.00	2.4%
10142 66500 Empl-Perso	420	0	420	35.75	75.26	308.99	26.4%
10142 67200 Util-Gas	4,500	0	4,500	.00	.00	4,500.00	.0%
10142 67400 Util-Telep	2,100	0	2,100	287.98	602.85	1,209.17	42.4%
10142 80500 Cap-Equipm	100,000	-25,000	75,000	.00	.00	75,000.00	.0%
<b>TOTAL Museum</b>	<b>526,288</b>	<b>4,728</b>	<b>531,016</b>	<b>134,402.99</b>	<b>30,076.91</b>	<b>366,536.13</b>	<b>31.0%</b>



YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT	
101 General Fund	APPROP	ADJSTMTS	BUDGET			BUDGET	USE/COL	
<b>10143 Performing Arts Center</b>								
10143 61200 ConProf-Ge	17,132	0	17,132	3,705.06	3,187.12	10,239.82	40.2%	
10143 64475 Ops-Materi	4,000	0	4,000	3,746.46	584.00	-330.46	108.3%*	
10143 64775 Ops-Tools	2,000	0	2,000	.00	.00	2,000.00	.0%	
10143 65000 Maint-Buil	10,500	0	10,500	189.02	1,740.68	8,570.30	18.4%	
10143 65050 Maint-Equi	2,100	0	2,100	.00	.00	2,100.00	.0%	
10143 67100 Util-Elect	40,190	0	40,190	11,602.01	28,397.99	190.00	99.5%	
10143 67200 Util-Gas	13,080	0	13,080	91.57	12,908.43	80.00	99.4%	
10143 67400 Util-Telep	2,150	0	2,150	599.80	1,404.20	146.00	93.2%	
10143 67500 Util-Water	10,790	0	10,790	3,811.48	9,483.79	-2,505.27	123.2%*	
10143 80300 Cap-Improv	90,000	0	90,000	.00	.00	90,000.00	.0%	
10143 80500 Cap-Equipm	48,829	-1,649	47,180	36,733.91	892.08	9,553.67	79.8%	
<b>TOTAL Performing Arts Center</b>	<b>240,771</b>	<b>-1,649</b>	<b>239,122</b>	<b>60,479.31</b>	<b>58,598.29</b>	<b>120,044.06</b>	<b>49.8%</b>	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD	ENCUMBRANCES	AVAILABLE	PCT	
101 General Fund	APPROP	ADJSTMTS	BUDGET	ACTUAL		BUDGET	USE/COL	
<b>10144 Airport</b>								
10144 50500 Labor-Regu	237,662	7,278	244,940	61,107.20	.00	183,832.80	24.9%	
10144 51000 Labor-OT	22,248	855	23,103	1,136.90	.00	21,966.10	4.9%	
10144 52000 Labor-Vaca	0	0	0	6,944.50	.00	-6,944.50	100.0%*	
10144 52100 Labor-Holi	0	0	0	2,407.12	.00	-2,407.12	100.0%*	
10144 53000 Labor-Sick	0	0	0	6,105.94	.00	-6,105.94	100.0%*	
10144 54000 Labor-Othe	500	500	1,000	.00	.00	1,000.00	.0%	
10144 55000 Labor-Allo	4,884	0	4,884	1,522.00	.00	3,362.00	31.2%	
10144 56000 Labor-Heal	0	2,559	2,559	2,558.84	.00	.00	100.0%	
10144 58000 Associated	41,063	-22,834	18,229	8,218.04	.00	10,010.96	45.1%	
10144 58100 Associated	19,840	859	20,699	6,037.52	.00	14,661.23	29.2%	
10144 58200 Associated	25,668	787	26,455	8,223.95	.00	18,231.05	31.1%	
10144 58300 Associated	4,756	145	4,901	1,531.33	.00	3,369.67	31.2%	
10144 58900 Associated	40	0	40	9.20	.00	30.80	23.0%	
10144 61200 ConProf-Ge	22,600	0	22,600	.00	6,000.00	16,600.00	26.5%	
10144 61900 ConProf-Mi	0	0	0	7,047.18	15,852.82	-22,900.00	100.0%*	
10144 63300 Fees-Publi	210	0	210	.00	.00	210.00	.0%	
10144 64425 Ops-Landsc	8,400	0	8,400	.00	.00	8,400.00	.0%	
10144 64475 Ops-Materi	26,250	0	26,250	3,669.71	2,200.37	20,379.92	22.4%	
10144 64600 Ops-Postag	210	0	210	.00	.00	210.00	.0%	
10144 64800 Ops-Unifor	1,050	0	1,050	.00	1,675.00	-625.00	159.5%*	
10144 64825 Ops-Vehicl	13,000	0	13,000	2,801.50	8,198.50	2,000.00	84.6%	
10144 65000 Maint-Buil	10,500	0	10,500	1,494.43	.00	9,005.57	14.2%	
10144 65050 Maint-Equi	10,500	0	10,500	.00	.00	10,500.00	.0%	
10144 65550 Maint-Vehi	1,790	0	1,790	31.50	.00	1,758.50	1.8%	
10144 66000 Empl-Dues	210	0	210	75.00	.00	135.00	35.7%	
10144 66100 Empl-Train	840	0	840	.00	225.00	615.00	26.8%	
10144 66200 Empl-Per D	530	0	530	.00	.00	530.00	.0%	
10144 66500 Empl-Perso	950	0	950	.00	.00	950.00	.0%	
10144 67100 Util-Elect	29,200	0	29,200	8,452.01	20,747.99	.00	100.0%	
10144 67200 Util-Gas	4,070	0	4,070	187.85	3,882.15	.00	100.0%	
10144 67400 Util-Telep	1,690	0	1,690	532.30	1,157.70	.00	100.0%	
10144 67500 Util-Water	7,130	0	7,130	3,943.64	3,530.68	-344.32	104.8%*	
10144 80400 Cap-Infras	50,000	0	50,000	.00	.00	50,000.00	.0%	
10144 80500 Cap-Equipm	316,680	-9,230	307,450	.00	16,965.41	290,484.59	5.5%	
TOTAL Airport	862,471	-19,081	843,390	134,037.66	80,435.62	628,916.31	25.4%	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04			ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
ACCOUNTS FOR:	General Fund	APPROP	ADJSTMTS	BUDGET			BUDGET	USE/COL	
<b>10145 Riverwalk Recreation</b>									
10145 50500	Labor-Regu	436,621	72,716	509,337	146,432.82	.00	362,904.18	28.7%	
10145 51000	Labor-OT	0	0	0	570.62	.00	-570.62	100.0%*	
10145 52000	Labor-Vaca	0	0	0	4,971.56	.00	-4,971.56	100.0%*	
10145 52100	Labor-Holi	0	0	0	2,510.96	.00	-2,510.96	100.0%*	
10145 53000	Labor-Sick	0	0	0	2,673.60	.00	-2,673.60	100.0%*	
10145 54000	Labor-Othe	1,500	0	1,500	.00	.00	1,500.00	.0%	
10145 55000	Labor-Allo	750	0	750	250.00	.00	500.00	33.3%	
10145 56000	Labor-Heal	0	1,487	1,487	1,487.35	.00	.00	100.0%	
10145 58000	Associated	11,608	0	11,608	3,749.92	.00	7,858.08	32.3%	
10145 58100	Associated	33,192	5,778	38,970	12,008.19	.00	26,961.59	30.8%	
10145 58200	Associated	31,538	4,097	35,635	10,828.41	.00	24,806.59	30.4%	
10145 58300	Associated	5,841	759	6,600	2,016.53	.00	4,583.47	30.6%	
10145 58900	Associated	180	0	180	29.90	.00	150.10	16.6%	
10145 61200	ConProf-Ge	10,599	0	10,599	1,953.39	4,924.16	3,721.45	64.9%	
10145 61900	ConProf-Mi	0	0	0	.00	745.66	-745.66	100.0%*	
10145 64475	Ops-Materi	57,500	0	57,500	14,593.61	3,136.85	39,769.54	30.8%	
10145 64775	Ops-Tools	15,000	0	15,000	1,321.66	.00	13,678.34	8.8%	
10145 64800	Ops-Unifor	1,050	0	1,050	797.34	.00	252.66	75.9%	
10145 64825	Ops-Vehicl	500	0	500	.00	.00	500.00	.0%	
10145 65000	Maint-Buil	26,250	0	26,250	5,320.56	2,535.25	18,394.19	29.9%	
10145 65050	Maint-Equi	10,500	0	10,500	729.92	7,775.08	1,995.00	81.0%	
10145 65550	Maint-Vehi	530	0	530	.00	.00	530.00	.0%	
10145 66000	Empl-Dues	320	0	320	.00	.00	320.00	.0%	
10145 66100	Empl-Train	1,050	0	1,050	.00	.00	1,050.00	.0%	
10145 66300	Empl-Milea	530	0	530	.00	.00	530.00	.0%	
10145 66500	Empl-Perso	530	0	530	333.03	111.01	85.96	83.8%	
10145 67100	Util-Elect	25,640	0	25,640	7,655.58	17,984.42	.00	100.0%	
10145 67200	Util-Gas	21,570	0	21,570	89.82	16,326.79	5,153.39	76.1%	
10145 67400	Util-Telep	2,500	0	2,500	1,523.54	1,514.65	-538.19	121.5%*	
10145 67500	Util-Water	19,960	0	19,960	8,309.73	13,599.24	-1,948.97	109.8%*	
10145 80200	Cap-Buildi	286,528	-70,458	216,070	.00	26,883.43	189,186.69	12.4%	
10145 80300	Cap-Improv	808,363	542	808,905	81,788.00	2,117.11	725,000.00	10.4%	
<b>TOTAL Riverwalk Recreation</b>		<b>1,810,150</b>	<b>14,921</b>	<b>1,825,071</b>	<b>311,946.04</b>	<b>97,653.65</b>	<b>1,415,471.67</b>	<b>22.4%</b>	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04			ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
ACCOUNTS FOR:	General	Fund	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
<b>10146 Golf</b>									
10146	50500	Labor-Regu	772,141	-201,191	570,950	160,928.21	.00	410,021.79	28.2%
10146	51000	Labor-OT	9,189	554	9,743	6,176.34	.00	3,566.66	63.4%
10146	51100	Labor-DT	0	0	0	1,906.54	.00	-1,906.54	100.0%*
10146	52000	Labor-Vaca	0	0	0	4,916.98	.00	-4,916.98	100.0%*
10146	52100	Labor-Holi	0	0	0	4,023.36	.00	-4,023.36	100.0%*
10146	53000	Labor-Sick	0	0	0	4,139.59	.00	-4,139.59	100.0%*
10146	54000	Labor-Othe	2,500	-750	1,750	.00	.00	1,750.00	.0%
10146	55000	Labor-Allo	8,444	574	9,018	2,463.75	.00	6,554.25	27.3%
10146	56000	Labor-Heal	0	6,649	6,649	6,649.05	.00	.00	100.0%
10146	58000	Associated	105,274	-46,551	58,723	19,541.30	.00	39,181.70	33.3%
10146	58100	Associated	58,463	-14,187	44,276	14,038.46	.00	30,238.03	31.7%
10146	58200	Associated	69,903	-19,865	50,038	16,473.39	.00	33,564.61	32.9%
10146	58300	Associated	12,949	-3,680	9,269	3,072.53	.00	6,196.47	33.1%
10146	58900	Associated	188	-52	136	17.56	.00	118.44	12.9%
10146	61200	ConProf-Ge	224,317	0	224,317	113,813.66	128,579.97	-18,076.63	108.1%*
10146	63250	Fees-Penal	110	0	110	.00	.00	110.00	.0%
10146	64475	Ops-Materi	68,250	0	68,250	20,500.02	12,482.90	35,267.08	48.3%
10146	64575	Ops-PPE	2,100	0	2,100	390.73	.00	1,709.27	18.6%
10146	64775	Ops-Tools	30,000	0	30,000	.00	.00	30,000.00	.0%
10146	64800	Ops-Unifor	740	0	740	.00	.00	740.00	.0%
10146	64825	Ops-Vehicl	18,500	0	18,500	10,265.12	2,579.78	5,655.10	69.4%
10146	65000	Maint-Buil	7,040	0	7,040	1,567.14	878.73	4,594.13	34.7%
10146	65050	Maint-Equi	35,000	0	35,000	7,280.20	5,153.42	22,566.38	35.5%
10146	65500	Maint-Turf	99,750	0	99,750	10,427.89	27,867.86	61,454.25	38.4%
10146	65550	Maint-Vehi	2,310	0	2,310	1,042.30	243.93	1,023.77	55.7%
10146	66000	Empl-Dues	740	0	740	.00	.00	740.00	.0%
10146	66100	Empl-Train	1,050	0	1,050	.00	.00	1,050.00	.0%
10146	66200	Empl-Per D	320	0	320	.00	.00	320.00	.0%
10146	66500	Empl-Perso	1,050	0	1,050	205.37	.00	844.63	19.6%
10146	67100	Util-Elect	45,640	0	45,640	13,373.98	32,266.02	.00	100.0%
10146	67200	Util-Gas	4,860	0	4,860	107.86	4,592.14	160.00	96.7%
10146	67500	Util-Water	6,000	0	6,000	725.70	4,056.44	1,217.86	79.7%
10146	80300	Cap-Improv	948,495	-22,909	925,586	262,912.18	442,548.17	220,125.45	76.2%
10146	80400	Cap-Infras	650,000	600,000	1,250,000	.00	170,005.17	1,079,994.83	13.6%
10146	80500	Cap-Equipm	36,000	0	36,000	27,981.75	.00	8,018.25	77.7%
<b>TOTAL Golf</b>			<b>3,221,323</b>	<b>298,592</b>	<b>3,519,915</b>	<b>714,940.96</b>	<b>831,254.53</b>	<b>1,973,719.85</b>	<b>43.9%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04			ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
ACCOUNTS FOR:	General Fund	APPROP	ADJSTMTS	BUDGET			BUDGET	USE/COL	
<b>10147 Water Park</b>									
10147 50500	Labor-Regu	317,933	223,748	541,681	125,890.53	.00	415,790.47	23.2%	
10147 51000	Labor-OT	49,271	171	49,442	1,151.11	.00	48,290.89	2.3%	
10147 52100	Labor-Holi	0	0	0	598.80	.00	-598.80	100.0%*	
10147 54000	Labor-Othe	250	0	250	.00	.00	250.00	.0%	
10147 55000	Labor-Allo	750	-750	0	125.00	.00	-125.00	100.0%*	
10147 56000	Labor-Heal	0	1,487	1,487	1,487.35	.00	.00	100.0%	
10147 58000	Associated	10,221	0	10,221	3,288.16	.00	6,932.84	32.2%	
10147 58100	Associated	27,927	17,282	45,209	9,804.01	.00	35,404.77	21.7%	
10147 58200	Associated	8,256	252	8,508	2,580.01	.00	5,927.99	30.3%	
10147 58300	Associated	1,529	47	1,576	480.47	.00	1,095.53	30.5%	
10147 58900	Associated	300	0	300	36.80	.00	263.20	12.3%	
10147 61200	ConProf-Ge	12,600	0	12,600	317.23	3,275.89	9,006.88	28.5%	
10147 61900	ConProf-Mi	0	0	0	48.38	.00	-48.38	100.0%*	
10147 64125	Ops-Conces	9,000	0	9,000	3,213.02	2,578.03	3,208.95	64.3%	
10147 64475	Ops-Materi	43,580	0	43,580	400.10	1,024.54	42,155.36	3.3%	
10147 64800	Ops-Unifor	3,570	0	3,570	.00	1,104.00	2,466.00	30.9%	
10147 65000	Maint-Buil	15,750	0	15,750	1,678.75	268.32	13,802.93	12.4%	
10147 65050	Maint-Equi	15,750	0	15,750	1,259.46	92.00	14,398.54	8.6%	
10147 65300	Maint-Pool	112,250	0	112,250	11,820.51	1,251.46	99,178.03	11.6%	
10147 66100	Empl-Train	1,260	0	1,260	.00	.00	1,260.00	.0%	
10147 66500	Empl-Perso	530	0	530	.00	.00	530.00	.0%	
10147 67100	Util-Elect	26,380	0	26,380	6,215.36	13,784.64	6,380.00	75.8%	
10147 67200	Util-Gas	1,030	0	1,030	60.94	969.06	.00	100.0%	
10147 67400	Util-Telep	5,410	0	5,410	1,628.46	3,571.54	210.00	96.1%	
10147 67500	Util-Water	15,690	0	15,690	4,528.73	9,018.56	2,142.71	86.3%	
TOTAL Water Park		679,237	242,237	921,474	176,613.18	36,938.04	707,922.91	23.2%	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
101 General Fund	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES		BUDGET	USE/COL
<b>10148 Sr. Rec - San Jose</b>								
10148 50500 Labor-Regu	21,122	-21,122	0	.00	.00		.00	.0%
10148 58100 Associated	1,617	-1,617	0	.00	.00		.00	.0%
10148 58900 Associated	10	-10	0	.00	.00		.00	.0%
10148 65000 Maint-Buil	1,500	0	1,500	.00	.00		1,500.00	.0%
10148 67100 Util-Elect	12,600	0	12,600	836.31	11,763.69		.00	100.0%
10148 67200 Util-Gas	2,320	0	2,320	150.59	2,169.41		.00	100.0%
10148 67400 Util-Telep	0	0	0	.00	400.00		-400.00	100.0%*
10148 67500 Util-water	0	0	0	1,872.25	1,327.75		-3,200.00	100.0%*
<b>TOTAL Sr. Rec - San Jose</b>	<b>39,169</b>	<b>-22,749</b>	<b>16,420</b>	<b>2,859.15</b>	<b>15,660.85</b>		<b>-2,100.00</b>	<b>112.8%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD	ENCUMBRANCES	AVAILABLE	PCT
101 General Fund	APPROP	ADJSTMTS	BUDGET	ACTUAL		BUDGET	USE/COL

10149 Sr. Rec - N. Mesa

10149 50500 Labor-Regu	165,445	16,346	181,791	53,086.30	.00	128,704.70	29.2%
10149 51000 Labor-OT	0	0	0	395.65	.00	-395.65	100.0%*
10149 52000 Labor-Vaca	0	0	0	3,181.04	.00	-3,181.04	100.0%*
10149 52100 Labor-Holi	0	0	0	1,223.12	.00	-1,223.12	100.0%*
10149 53000 Labor-Sick	0	0	0	1,684.82	.00	-1,684.82	100.0%*
10149 54000 Labor-Othe	500	0	500	.00	.00	500.00	.0%
10149 55000 Labor-Allo	750	0	750	250.00	.00	500.00	33.3%
10149 56000 Labor-Heal	0	1,487	1,487	1,487.35	.00	.00	100.0%
10149 58000 Associated	10,494	0	10,494	3,379.04	.00	7,114.96	32.2%
10149 58100 Associated	12,354	1,401	13,755	4,549.27	.00	9,205.51	33.1%
10149 58200 Associated	13,311	1,069	14,380	4,376.42	.00	10,003.58	30.4%
10149 58300 Associated	2,466	198	2,664	814.90	.00	1,849.10	30.6%
10149 58900 Associated	40	0	40	8.69	.00	31.31	21.7%
10149 61200 ConProf-Ge	9,700	0	9,700	2,666.85	6,370.43	662.72	93.2%
10149 64475 Ops-Materi	27,830	0	27,830	8,368.17	5,559.66	13,902.17	50.0%
10149 64800 Ops-Unifor	320	0	320	.00	.00	320.00	.0%
10149 64825 Ops-Vehicl	200	0	200	8.00	92.00	100.00	50.0%
10149 65000 Maint-Buil	17,190	0	17,190	8,408.89	1,402.31	7,378.80	57.1%
10149 65050 Maint-Equi	3,680	0	3,680	.00	.00	3,680.00	.0%
10149 65550 Maint-Vehi	110	0	110	.00	.00	110.00	.0%
10149 66100 Empl-Train	1,680	0	1,680	548.00	.00	1,132.00	32.6%
10149 66200 Empl-Per D	110	0	110	.00	.00	110.00	.0%
10149 66500 Empl-Perso	630	0	630	.00	.00	630.00	.0%
10149 67100 Util-Elect	15,700	0	15,700	3,973.77	11,726.23	.00	100.0%
10149 67200 Util-Gas	5,620	0	5,620	93.50	5,526.50	.00	100.0%
10149 67400 Util-Telep	4,720	0	4,720	1,495.92	3,224.08	.00	100.0%
10149 67500 Util-Water	2,380	0	2,380	868.66	1,511.34	.00	100.0%
10149 80300 Cap-Improv	7,500	0	7,500	.00	.00	7,500.00	.0%
10149 80500 Cap-Equipm	6,500	0	6,500	.00	5,380.73	1,119.27	82.8%
<b>TOTAL Sr. Rec - N. Mesa</b>	<b>309,230</b>	<b>20,501</b>	<b>329,731</b>	<b>100,868.36</b>	<b>40,793.28</b>	<b>188,069.49</b>	<b>43.0%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04			ORIGINAL	TRANFRS/	REVISED	YTD	ENCUMBRANCES	AVAILABLE	PCT
ACCOUNTS FOR:	General Fund	APPROX	ADJSTMTS	BUDGET	ACTUAL	BUDGET	BUDGET	USE/COL	
<b>10150 Sr. Rec-Alejandro Ruiz</b>									
10150	50500	Labor-Regu	185,133	15,643	200,776	49,851.62	.00	150,924.38	24.8%
10150	52000	Labor-Vaca	0	0	0	1,464.96	.00	-1,464.96	100.0%*
10150	52100	Labor-Holi	0	0	0	997.92	.00	-997.92	100.0%*
10150	53000	Labor-Sick	0	0	0	1,427.92	.00	-1,427.92	100.0%*
10150	54000	Labor-Othe	750	-250	500	.00	.00	500.00	.0%
10150	55000	Labor-Allo	750	0	750	250.00	.00	500.00	33.3%
10150	56000	Labor-Heal	0	2,975	2,975	2,974.70	.00	.00	100.0%
10150	58000	Associated	20,442	0	20,442	6,576.32	.00	13,865.68	32.2%
10150	58100	Associated	13,694	1,405	15,099	4,169.80	.00	10,928.76	27.6%
10150	58200	Associated	13,036	1,167	14,203	4,287.18	.00	9,915.82	30.2%
10150	58300	Associated	2,415	216	2,631	798.27	.00	1,832.73	30.3%
10150	58900	Associated	40	10	50	9.20	.00	40.80	18.4%
10150	60290	Insur-Misc	1,500	0	1,500	1,521.90	.00	-21.90	101.5%*
10150	61200	ConProf-Ge	6,400	0	6,400	2,278.56	5,065.90	-944.46	114.8%*
10150	61900	ConProf-Mi	0	0	0	253.50	100.00	-353.50	100.0%*
10150	63300	Fees-Publi	0	0	0	347.32	.00	-347.32	100.0%*
10150	64475	Ops-Materi	33,140	-2,324	30,816	6,606.14	4,197.83	20,012.02	35.1%
10150	64775	Ops-Tools	15,000	-6,797	8,203	.00	.00	8,202.75	.0%
10150	64825	Ops-Vehicl	300	0	300	16.00	284.00	.00	100.0%
10150	64875	Ops-Volunt	13,130	0	13,130	3,750.00	700.00	8,680.00	33.9%
10150	65000	Maint-Buil	10,500	0	10,500	4,454.28	5,583.65	462.07	95.6%
10150	65050	Maint-Equi	630	0	630	393.00	.00	237.00	62.4%
10150	65550	Maint-Vehi	4,100	0	4,100	210.04	.00	3,889.96	5.1%
10150	66000	Empl-Dues	210	0	210	.00	.00	210.00	.0%
10150	66100	Empl-Train	1,260	0	1,260	.00	.00	1,260.00	.0%
10150	66200	Empl-Per D	210	0	210	20.00	.00	190.00	9.5%
10150	66500	Empl-Perso	210	0	210	.00	.00	210.00	.0%
10150	67100	Util-Elect	15,160	0	15,160	4,763.86	8,396.14	2,000.00	86.8%
10150	67200	Util-Gas	6,830	0	6,830	617.29	6,212.71	.00	100.0%
10150	67400	Util-Telep	12,000	0	12,000	3,761.75	238.34	7,999.91	33.3%
10150	67500	Util-Water	13,760	0	13,760	2,512.77	11,647.23	-400.00	102.9%*
10150	80300	Cap-Improv	597,676	-34,878	562,798	54,899.59	5,391.91	502,506.70	10.7%
10150	80500	Cap-Equipm	0	6,797	6,797	.00	.00	6,797.25	.0%
<b>TOTAL Sr. Rec-Alejandro Ruiz</b>			<b>968,276</b>	<b>-16,037</b>	<b>952,239</b>	<b>159,213.89</b>	<b>47,817.71</b>	<b>745,207.85</b>	<b>21.7%</b>



YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
101 General Fund	APPROP	ADJSTMTS	BUDGET			BUDGET	USE/COL

10151 Facility Maintenance

10151 50500 Labor-Regu	834,102	74,066	908,168	209,960.87	.00	698,207.13	23.1%
10151 51000 Labor-OT	44,194	5,154	49,348	11,861.68	.00	37,486.32	24.0%
10151 51100 Labor-DT	0	0	0	8,941.52	.00	-8,941.52	100.0%*
10151 52000 Labor-Vaca	0	0	0	14,851.97	.00	-14,851.97	100.0%*
10151 52100 Labor-Holi	0	0	0	5,762.89	.00	-5,762.89	100.0%*
10151 53000 Labor-Sick	0	0	0	10,059.00	.00	-10,059.00	100.0%*
10151 54000 Labor-Othe	3,250	750	4,000	.00	.00	4,000.00	.0%
10151 55000 Labor-Allo	26,336	2,364	28,700	7,874.00	.00	20,826.00	27.4%
10151 56000 Labor-Heal	0	25,637	25,637	25,637.34	.00	.00	100.0%
10151 58000 Associated	192,218	23,118	215,336	65,903.18	.00	149,432.82	30.6%
10151 58100 Associated	63,998	8,085	72,083	20,601.30	.00	51,481.71	28.6%
10151 58200 Associated	88,870	7,952	96,822	25,498.24	.00	71,323.76	26.3%
10151 58300 Associated	16,462	1,475	17,937	4,749.43	.00	13,187.57	26.5%
10151 58900 Associated	150	10	160	36.50	.00	123.50	22.8%
10151 61200 ConProf-Ge	18,272	0	18,272	3,196.93	6,625.18	8,449.89	53.8%
10151 64475 Ops-Materi	29,400	0	29,400	6,693.88	1,394.99	21,311.13	27.5%
10151 64600 Ops-Postag	110	0	110	.00	.00	110.00	.0%
10151 64775 Ops-Tools	13,650	0	13,650	3,763.31	1,185.95	8,700.74	36.3%
10151 64800 Ops-Unifor	9,450	0	9,450	1,840.42	7,360.16	249.42	97.4%
10151 64825 Ops-Vehicl	15,750	0	15,750	5,048.08	4,951.92	5,750.00	63.5%
10151 65000 Maint-Buil	57,750	0	57,750	3,999.89	30,425.90	23,324.21	59.6%
10151 65050 Maint-Equi	10,500	0	10,500	1,204.69	7,512.11	1,783.20	83.0%
10151 65200 Maint-Leas	0	0	0	.00	.00	.00	.0%
10151 65550 Maint-Vehi	6,300	0	6,300	1,549.66	1,664.74	3,085.60	51.0%
10151 66000 Empl-Dues	530	0	530	.00	.00	530.00	.0%
10151 66100 Empl-Train	1,050	0	1,050	.00	.00	1,050.00	.0%
10151 66200 Empl-Per D	1,680	0	1,680	267.20	.00	1,412.80	15.9%
10151 66500 Empl-Perso	2,100	0	2,100	71.50	146.76	1,881.74	10.4%
10151 67400 Util-Telep	740	0	740	.00	.00	740.00	.0%
10151 80300 Cap-Improv	85,000	192,297	277,297	24,627.58	2,117.11	250,552.78	9.6%
10151 80500 Cap-Equipm	280,100	0	280,100	101,574.69	19,936.36	158,588.95	43.4%
<b>TOTAL Facility Maintenance</b>	<b>1,801,962</b>	<b>340,909</b>	<b>2,142,871</b>	<b>565,575.75</b>	<b>83,321.18</b>	<b>1,493,973.89</b>	<b>30.3%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
101 General Fund	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
<b>10152 Streets</b>							
10152 50500 Labor-Regu	1,169,954	106,974	1,276,928	213,201.55	.00	1,063,726.45	16.7%
10152 51000 Labor-OT	26,796	5,504	32,300	6,438.14	.00	25,861.86	19.9%
10152 51100 Labor-DT	0	0	0	369.60	.00	-369.60	100.0%*
10152 52000 Labor-Vaca	0	0	0	31,400.13	.00	-31,400.13	100.0%*
10152 52100 Labor-Holi	0	0	0	5,821.78	.00	-5,821.78	100.0%*
10152 53000 Labor-Sick	0	0	0	15,842.78	.00	-15,842.78	100.0%*
10152 54000 Labor-Othe	3,250	1,250	4,500	382.90	.00	4,117.10	8.5%
10152 55000 Labor-Allo	37,347	-9,355	27,992	7,087.00	.00	20,905.00	25.3%
10152 56000 Labor-Heal	0	22,226	22,226	20,738.67	.00	1,487.35	93.3%
10152 58000 Associated	279,607	-599	279,008	45,044.75	.00	233,963.25	16.1%
10152 58100 Associated	90,952	9,584	100,536	21,700.22	.00	78,835.29	21.6%
10152 58200 Associated	125,726	11,743	137,469	26,947.81	.00	110,521.19	19.6%
10152 58300 Associated	23,289	2,175	25,464	5,018.61	.00	20,445.39	19.7%
10152 58900 Associated	182	-2	180	28.44	.00	151.56	15.8%
10152 61200 ConProf-Ge	171,200	0	171,200	54,045.57	109,858.74	7,295.69	95.7%
10152 64475 Ops-Materi	78,750	0	78,750	18,957.65	10,805.18	48,987.17	37.8%
10152 64600 Ops-Postag	110	0	110	371.02	.00	-261.02	337.3%*
10152 64725 Ops-Street	54,600	0	54,600	3,899.76	20,004.37	30,695.87	43.8%
10152 64775 Ops-Tools	5,250	0	5,250	6,949.59	.00	-1,699.59	132.4%*
10152 64800 Ops-Unifor	8,400	0	8,400	2,221.66	.00	6,178.34	26.4%
10152 64825 Ops-Vehicl	77,000	0	77,000	22,601.96	54,398.04	.00	100.0%
10152 65000 Maint-Buil	2,100	0	2,100	1,076.20	2,797.41	-1,773.61	184.5%*
10152 65050 Maint-Equi	112,350	0	112,350	9,988.96	1,232.16	101,128.88	10.0%
10152 65550 Maint-Vehi	84,000	0	84,000	5,029.96	5,879.48	73,090.56	13.0%
10152 66000 Empl-Dues	530	0	530	80.00	.00	450.00	15.1%
10152 66100 Empl-Train	1,260	0	1,260	.00	.00	1,260.00	.0%
10152 66200 Empl-Per D	210	0	210	.00	.00	210.00	.0%
10152 66300 Empl-Milea	530	0	530	.00	.00	530.00	.0%
10152 66500 Empl-Perso	320	0	320	261.77	35.75	22.48	93.0%
10152 67100 Util-Elect	6,850	0	6,850	.00	.00	6,850.00	.0%
10152 67200 Util-Gas	21,010	0	21,010	268.46	14,731.54	6,010.00	71.4%
10152 67300 Util-Stree	569,260	0	569,260	170,536.59	272,669.49	126,053.92	77.9%
10152 67400 Util-Telep	1,860	0	1,860	591.19	1,418.81	-150.00	108.1%*
10152 67500 Util-Water	1,540	0	1,540	351.48	1,276.39	-87.87	105.7%*
10152 80400 Cap-Infras	275,000	0	275,000	.00	.00	275,000.00	.0%
10152 80500 Cap-Equipm	425,112	200,000	625,112	.00	458,943.97	166,168.52	73.4%
<b>TOTAL Streets</b>	<b>3,654,345</b>	<b>349,500</b>	<b>4,003,845</b>	<b>697,254.20</b>	<b>954,051.33</b>	<b>2,352,539.49</b>	<b>41.2%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
101 General Fund	APPROP	ADJSTMTS	BUDGET	YTD	ACTUAL	ENCUMBRANCES	BUDGET	USE/COL

10153 Parks

10153 50500 Labor-Regu	793,736	25,605	819,341	220,345.33		.00	598,995.67	26.9%
10153 51000 Labor-OT	19,521	713	20,234	3,840.00		.00	16,394.00	19.0%
10153 51100 Labor-DT	0	0	0	3,022.44		.00	-3,022.44	100.0%*
10153 52000 Labor-Vaca	0	0	0	18,155.87		.00	-18,155.87	100.0%*
10153 52100 Labor-Holi	0	0	0	5,921.92		.00	-5,921.92	100.0%*
10153 53000 Labor-Sick	0	0	0	6,986.09		.00	-6,986.09	100.0%*
10153 54000 Labor-Othe	3,250	0	3,250	145.06		.00	3,104.94	4.5%
10153 55000 Labor-Allo	15,935	-27	15,908	5,132.75		.00	10,775.25	32.3%
10153 56000 Labor-Heal	0	22,597	22,597	22,596.64		.00	.00	100.0%
10153 58000 Associated	154,781	0	154,781	49,782.00		.00	104,999.00	32.2%
10153 58100 Associated	59,370	3,743	63,113	20,508.52		.00	42,604.12	32.5%
10153 58200 Associated	82,128	2,546	84,674	25,902.56		.00	58,771.44	30.6%
10153 58300 Associated	15,213	473	15,686	4,823.54		.00	10,862.46	30.8%
10153 58900 Associated	150	0	150	32.20		.00	117.80	21.5%
10153 61200 ConProf-Ge	328,237	2,559	330,796	86,395.43	174,803.68		69,596.73	79.0%
10153 64425 Ops-Landsc	126,000	0	126,000	6,586.95		.00	119,413.05	5.2%
10153 64475 Ops-Materi	122,850	0	122,850	54,446.65	9,150.65		59,252.70	51.8%
10153 64480 Ops-Park&R	8,400	0	8,400	228.75		.00	8,171.25	2.7%
10153 64510 Ops-PecosR	25,200	0	25,200	15,015.55		.00	10,184.45	59.6%
10153 64600 Ops-Postag	110	0	110	.00		.00	110.00	.0%
10153 64800 Ops-Unifor	4,200	0	4,200	3,864.86		.00	335.14	92.0%
10153 64825 Ops-Vehicl	43,000	0	43,000	14,413.04	10,586.96		18,000.00	58.1%
10153 65000 Maint-Buil	10,500	0	10,500	922.97	698.00		8,879.03	15.4%
10153 65050 Maint-Equi	17,120	0	17,120	9,394.82	8,680.52		-955.34	105.6%*
10153 65355 Maint-SR	3,000	-130	2,870	2,459.64		.00	410.36	85.7%
10153 65450 Maint-Tenn	1,050	0	1,050	.00		.00	1,050.00	.0%
10153 65500 Maint-Turf	21,000	0	21,000	.00		.00	21,000.00	.0%
10153 65550 Maint-Vehi	6,300	0	6,300	2,456.29	436.63		3,407.08	45.9%
10153 65555 Maint-WM	100,000	0	100,000	.00		.00	100,000.00	.0%
10153 66100 Empl-Train	3,150	0	3,150	3,000.00	60.00		90.00	97.1%
10153 66200 Empl-Per D	2,420	0	2,420	.00		.00	2,420.00	.0%
10153 66500 Empl-Perso	210	0	210	140.00	296.00		-226.00	207.6%*
10153 66900 Empl-Misc	0	0	0	69.47		.00	-69.47	100.0%*
10153 67100 Util-Elect	88,000	0	88,000	22,615.41	73,384.59		-8,000.00	109.1%*
10153 67400 Util-Telep	1,310	0	1,310	365.82	1,104.18		-160.00	112.2%*
10153 67500 Util-Water	425,560	0	425,560	225,418.57	174,581.43		25,560.00	94.0%
10153 80100 Cap-Land	350,000	250,000	600,000	73,634.79	206,084.45		320,280.76	46.6%
10153 80200 Cap-Buildi	40,000	485,000	525,000	73,467.14	383,749.53		67,783.33	87.1%
10153 80300 Cap-Improv	210,000	10,000	220,000	.00	215,036.00		4,964.00	97.7%
10153 80400 Cap-Infras	65,000	0	65,000	.00	.00		65,000.00	.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04							
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
101 General Fund	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
10153 80500 Cap-Equipm	176,685	766,905	943,590	66,768.10	602,716.85	274,104.84	71.0%
TOTAL Parks	3,323,386	1,569,983	4,893,369	1,048,859.17	1,861,369.47	1,983,140.27	59.5%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMNTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
101 General Fund							
<b>10154 Community Service</b>							
10154 50500 Labor-Regu	322,068	10,550	332,618	85,828.45	.00	246,789.55	25.8%
10154 51000 Labor-OT	6,971	180	7,151	2,947.85	.00	4,203.15	41.2%
10154 51100 Labor-DT	0	0	0	182.98	.00	-182.98	100.0%*
10154 52000 Labor-Vaca	0	0	0	4,018.10	.00	-4,018.10	100.0%*
10154 52100 Labor-Holi	0	0	0	2,280.64	.00	-2,280.64	100.0%*
10154 53000 Labor-Sick	0	0	0	2,552.37	.00	-2,552.37	100.0%*
10154 54000 Labor-Othe	1,500	0	1,500	239.00	.00	1,261.00	15.9%
10154 55000 Labor-Allo	8,268	0	8,268	2,544.00	.00	5,724.00	30.8%
10154 56000 Labor-Heal	0	12,777	12,777	12,777.14	.00	.00	100.0%
10154 58000 Associated	87,132	0	87,132	28,008.90	.00	59,123.10	32.1%
10154 58100 Associated	23,382	1,797	25,179	7,864.16	.00	17,315.29	31.2%
10154 58200 Associated	34,786	1,139	35,925	10,175.56	.00	25,749.44	28.3%
10154 58300 Associated	6,444	211	6,655	1,893.59	.00	4,761.41	28.5%
10154 58900 Associated	60	0	60	13.80	.00	46.20	23.0%
10154 61200 ConProf-Ge	350	0	350	104.04	612.22	-366.26	204.6%*
10154 64325 Ops-Graffi	4,200	0	4,200	.00	.00	4,200.00	.0%
10154 64475 Ops-Materi	23,520	0	23,520	3,987.06	664.98	18,867.96	19.8%
10154 64775 Ops-Tools	8,000	0	8,000	1,409.48	484.99	6,105.53	23.7%
10154 64800 Ops-Unifor	3,360	0	3,360	1,729.76	.00	1,630.24	51.5%
10154 64825 Ops-Vehicl	12,000	0	12,000	2,781.70	5,218.30	4,000.00	66.7%
10154 65000 Maint-Buil	1,050	0	1,050	134.90	.00	915.10	12.8%
10154 65050 Maint-Equi	5,250	0	5,250	25.12	.00	5,224.88	.5%
10154 65550 Maint-Vehi	3,680	0	3,680	405.05	16.77	3,258.18	11.5%
10154 66100 Empl-Train	530	0	530	.00	.00	530.00	.0%
10154 66200 Empl-Per D	110	0	110	.00	.00	110.00	.0%
10154 66500 Empl-Perso	210	0	210	.00	.00	210.00	.0%
10154 80500 Cap-Equipm	98,200	0	98,200	.00	53,938.00	44,262.00	54.9%
<b>TOTAL Community Service</b>	<b>651,071</b>	<b>26,655</b>	<b>677,726</b>	<b>171,903.65</b>	<b>60,935.26</b>	<b>444,886.68</b>	<b>34.4%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
101 General Fund	APPROX	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL

10155 Garage

10155 50500 Labor-Regu	992,684	45,243	1,037,927	230,123.89	.00	807,803.11	22.2%
10155 51000 Labor-OT	5,520	212	5,732	2,604.03	.00	3,127.97	45.4%
10155 51100 Labor-DT	0	0	0	322.96	.00	-322.96	100.0%*
10155 52000 Labor-Vaca	0	0	0	18,133.68	.00	-18,133.68	100.0%*
10155 52100 Labor-Holi	0	0	0	6,474.00	.00	-6,474.00	100.0%*
10155 53000 Labor-Sick	0	0	0	18,419.74	.00	-18,419.74	100.0%*
10155 54000 Labor-Othe	3,750	250	4,000	.00	.00	4,000.00	.0%
10155 55000 Labor-Allo	29,169	-27	29,142	7,530.25	.00	21,611.75	25.8%
10155 56000 Labor-Heal	0	26,626	26,626	26,625.77	.00	.00	100.0%
10155 58000 Associated	245,294	-22,845	222,449	59,818.40	.00	162,630.60	26.9%
10155 58100 Associated	72,634	5,532	78,166	22,024.88	.00	56,140.99	28.2%
10155 58200 Associated	106,990	4,879	111,869	28,925.75	.00	82,943.25	25.9%
10155 58300 Associated	19,817	905	20,722	5,388.21	.00	15,333.79	26.0%
10155 58900 Associated	160	0	160	29.90	.00	130.10	18.7%
10155 61200 ConProf-Ge	15,500	0	15,500	2,889.99	7,438.62	5,171.39	66.6%
10155 64475 Ops-Materi	38,850	0	38,850	9,303.47	1,988.42	27,558.11	29.1%
10155 64600 Ops-Postag	110	0	110	.00	.00	110.00	.0%
10155 64775 Ops-Tools	2,940	0	2,940	.00	1,196.30	1,743.70	40.7%
10155 64800 Ops-Unifor	6,300	0	6,300	.00	4,008.01	2,291.99	63.6%
10155 64825 Ops-Vehicl	8,400	0	8,400	2,854.06	5,145.94	400.00	95.2%
10155 65000 Maint-Buil	5,880	0	5,880	61.59	536.98	5,281.43	10.2%
10155 65050 Maint-Equi	5,250	0	5,250	166.99	95.04	4,987.97	5.0%
10155 65550 Maint-Vehi	3,150	0	3,150	1,335.66	166.98	1,647.36	47.7%
10155 66100 Empl-Train	5,000	0	5,000	.00	.00	5,000.00	.0%
10155 66200 Empl-Per D	2,500	0	2,500	.00	.00	2,500.00	.0%
10155 66500 Empl-Perso	320	0	320	.00	.00	320.00	.0%
10155 67100 Util-Elect	22,990	0	22,990	7,602.25	14,397.75	990.00	95.7%
10155 67200 Util-Gas	4,300	0	4,300	91.18	4,908.82	-700.00	116.3%*
10155 67400 Util-Telep	5,880	0	5,880	1,103.77	5,196.23	-420.00	107.1%*
10155 67500 Util-Water	6,980	0	6,980	2,454.22	4,545.78	-20.00	100.3%*
<b>TOTAL Garage</b>	<b>1,610,368</b>	<b>60,775</b>	<b>1,671,143</b>	<b>454,284.64</b>	<b>49,624.87</b>	<b>1,167,233.13</b>	<b>30.2%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
101 General Fund	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL

10156 Electrical

10156 50500 Labor-Regu	679,624	22,074	701,698	163,046.48	.00	538,651.52	23.2%
10156 51000 Labor-OT	7,355	299	7,654	5,478.87	.00	2,175.13	71.6%
10156 51100 Labor-DT	0	0	0	193.92	.00	-193.92	100.0%*
10156 52000 Labor-Vaca	0	0	0	9,284.38	.00	-9,284.38	100.0%*
10156 52100 Labor-Holi	0	0	0	5,093.12	.00	-5,093.12	100.0%*
10156 53000 Labor-Sick	0	0	0	14,064.08	.00	-14,064.08	100.0%*
10156 54000 Labor-Othe	2,000	0	2,000	.00	.00	2,000.00	.0%
10156 56000 Labor-Heal	0	11,922	11,922	11,922.11	.00	.00	100.0%
10156 58000 Associated	104,816	0	104,816	26,274.38	.00	78,541.62	25.1%
10156 58100 Associated	50,221	2,621	52,842	15,194.73	.00	37,647.31	28.8%
10156 58200 Associated	73,404	2,384	75,788	20,565.18	.00	55,222.82	27.1%
10156 58300 Associated	13,596	442	14,038	3,829.72	.00	10,208.28	27.3%
10156 58900 Associated	80	0	80	16.10	.00	63.90	20.1%
10156 61200 ConProf-Ge	1,710	0	1,710	112.78	946.94	650.28	62.0%
10156 64475 Ops-Materi	21,000	0	21,000	3,383.46	924.51	16,692.03	20.5%
10156 64800 Ops-Unifor	2,100	0	2,100	.00	.00	2,100.00	.0%
10156 64825 Ops-Vehicl	15,750	0	15,750	5,783.85	9,816.15	150.00	99.0%
10156 65000 Maint-Buil	950	0	950	.00	536.98	413.02	56.5%
10156 65050 Maint-Equi	210	0	210	.00	.00	210.00	.0%
10156 65550 Maint-Vehi	10,500	0	10,500	5,100.65	5,821.69	-422.34	104.0%*
10156 66000 Empl-Dues	840	0	840	.00	.00	840.00	.0%
10156 66100 Empl-Train	2,630	0	2,630	.00	.00	2,630.00	.0%
10156 66200 Empl-Per D	110	0	110	.00	.00	110.00	.0%
10156 66500 Empl-Perso	630	0	630	35.75	.00	594.25	5.7%
10156 67400 Util-Telep	1,580	0	1,580	469.55	1,500.45	-390.00	124.7%*
10156 80500 Cap-Equipm	172,000	-110,000	62,000	.00	.00	62,000.00	.0%
<b>TOTAL Electrical</b>	<b>1,161,106</b>	<b>-70,258</b>	<b>1,090,848</b>	<b>289,849.11</b>	<b>19,546.72</b>	<b>781,452.32</b>	<b>28.4%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
101 General Fund	APPROP	ADJSTMNTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL

10157 Construction

10157 50500 Labor-Regu	794,171	32,723	826,894	194,613.19	.00	632,280.81	23.5%
10157 51000 Labor-OT	0	0	0	1,655.64	.00	-1,655.64	100.0%*
10157 52000 Labor-Vaca	0	0	0	18,655.59	.00	-18,655.59	100.0%*
10157 52100 Labor-Holi	0	0	0	5,980.16	.00	-5,980.16	100.0%*
10157 53000 Labor-Sick	0	0	0	9,487.70	.00	-9,487.70	100.0%*
10157 54000 Labor-Othe	2,750	250	3,000	.00	.00	3,000.00	.0%
10157 55000 Labor-Allo	18,221	9,625	27,846	7,744.00	.00	20,102.00	27.8%
10157 56000 Labor-Heal	0	30,502	30,502	31,989.47	.00	-1,487.35	104.9%*
10157 58000 Associated	240,175	0	240,175	69,750.98	.00	170,424.02	29.0%
10157 58100 Associated	56,260	5,591	61,851	18,693.75	.00	43,157.66	30.2%
10157 58200 Associated	85,776	3,532	89,308	24,566.61	.00	64,741.39	27.5%
10157 58300 Associated	15,888	656	16,544	4,574.67	.00	11,969.33	27.7%
10157 58900 Associated	120	0	120	25.30	.00	94.70	21.1%
10157 61200 ConProf-Ge	563	0	563	143.56	952.70	-533.26	194.7%*
10157 64475 Ops-Materi	21,000	0	21,000	6,965.32	673.34	13,361.34	36.4%
10157 64800 Ops-Unifor	3,680	0	3,680	5,017.53	.00	-1,337.53	136.3%*
10157 64825 Ops-Vehicl	17,000	0	17,000	5,374.59	12,725.41	-1,100.00	106.5%*
10157 65000 Maint-Buil	950	0	950	275.90	771.98	-97.88	110.3%*
10157 65050 Maint-Equi	16,280	0	16,280	.00	92.16	16,187.84	.6%
10157 65550 Maint-Vehi	19,430	0	19,430	3,463.47	710.79	15,255.74	21.5%
10157 66000 Empl-Dues	110	0	110	.00	.00	110.00	.0%
10157 66500 Empl-Perso	110	0	110	35.75	.00	74.25	32.5%
10157 67400 Util-Telep	1,470	0	1,470	793.66	606.34	70.00	95.2%
<b>TOTAL Construction</b>	<b>1,293,954</b>	<b>82,880</b>	<b>1,376,834</b>	<b>409,806.84</b>	<b>16,532.72</b>	<b>950,493.97</b>	<b>31.0%</b>



YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMNTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
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10158 Projects

10158 50500 Labor-Regu	629,452	92,177	721,629	77,424.64	.00	644,204.36	10.7%
10158 52000 Labor-Vaca	0	0	0	9,545.95	.00	-9,545.95	100.0%*
10158 52100 Labor-Holi	0	0	0	1,937.20	.00	-1,937.20	100.0%*
10158 53000 Labor-Sick	0	0	0	1,275.92	.00	-1,275.92	100.0%*
10158 54000 Labor-Othe	1,750	250	2,000	.00	.00	2,000.00	.0%
10158 55000 Labor-Allo	12,531	-11,031	1,500	531.25	.00	968.75	35.4%
10158 56000 Labor-Heal	0	7,462	7,462	7,461.62	.00	.00	100.0%
10158 58000 Associated	143,495	0	143,495	18,238.98	.00	125,256.02	12.7%
10158 58100 Associated	47,325	6,610	53,935	7,092.07	.00	46,843.37	13.1%
10158 58200 Associated	67,983	9,956	77,939	8,920.88	.00	69,018.12	11.4%
10158 58300 Associated	12,593	1,844	14,437	1,661.58	.00	12,775.42	11.5%
10158 58900 Associated	80	0	80	11.20	.00	68.80	14.0%
10158 61200 ConProf-Ge	10,000	0	10,000	.00	.00	10,000.00	.0%
10158 63100 Fees-Filin	500	0	500	.00	.00	500.00	.0%
10158 64475 Ops-Materi	0	0	0	556.20	1,304.80	-1,861.00	100.0%*
10158 64600 Ops-Postag	1,000	0	1,000	.00	.00	1,000.00	.0%
10158 64800 Ops-Unifor	750	0	750	.00	.00	750.00	.0%
10158 64825 Ops-Vehicl	17,500	0	17,500	3,212.14	8,332.77	5,955.09	66.0%
10158 65050 Maint-Equi	500	0	500	.00	.00	500.00	.0%
10158 65550 Maint-Vehi	4,500	0	4,500	1,221.15	2,723.87	554.98	87.7%
10158 66000 Empl-Dues	3,750	0	3,750	.00	.00	3,750.00	.0%
10158 66100 Empl-Train	5,000	0	5,000	1,462.51	.00	3,537.49	29.3%
10158 66200 Empl-Per D	5,000	0	5,000	.00	.00	5,000.00	.0%
10158 66300 Empl-Milea	1,000	0	1,000	.00	.00	1,000.00	.0%
10158 66400 Empl-Trans	500	0	500	.00	.00	500.00	.0%
10158 66500 Empl-Perso	300	0	300	111.01	.00	188.99	37.0%
<b>TOTAL Projects</b>	<b>965,509</b>	<b>107,268</b>	<b>1,072,777</b>	<b>140,664.30</b>	<b>12,361.44</b>	<b>919,751.32</b>	<b>14.3%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04			ORIGINAL	TRANFRS/	REVISED	YTD	ENCUMBRANCES	AVAILABLE	PCT
ACCOUNTS FOR:	General Fund	APPROX	ADJSTMTS	BUDGET	ACTUAL	BUDGET	USE/COL		
<b>10160 Planning &amp; Regulation</b>									
10160	50500	Labor-Regu	617,475	19,554	637,029	154,666.04	.00	482,362.96	24.3%
10160	52000	Labor-Vaca	0	0	0	16,912.74	.00	-16,912.74	100.0%*
10160	52100	Labor-Holi	0	0	0	4,848.09	.00	-4,848.09	100.0%*
10160	53000	Labor-Sick	0	0	0	8,667.41	.00	-8,667.41	100.0%*
10160	54000	Labor-Othe	2,250	0	2,250	1,701.80	.00	548.20	75.6%
10160	55000	Labor-Allo	10,281	669	10,950	3,337.50	.00	7,612.50	30.5%
10160	56000	Labor-Heal	0	12,994	12,994	12,993.60	.00	.00	100.0%
10160	58000	Associated	112,365	-22,834	89,531	26,041.89	.00	63,489.11	29.1%
10160	58100	Associated	45,425	2,803	48,228	14,770.20	.00	33,457.81	30.6%
10160	58200	Associated	66,691	2,562	69,253	20,034.73	.00	49,218.27	28.9%
10160	58300	Associated	12,354	474	12,828	3,731.76	.00	9,096.24	29.1%
10160	58900	Associated	90	0	90	18.40	.00	71.60	20.4%
10160	61200	ConProf-Ge	155,340	0	155,340	99,026.08	63,179.14	-6,865.22	104.4%*
10160	61300	ConProf-De	300,000	0	300,000	208,011.07	32,259.97	59,728.96	80.1%
10160	63100	Fees-Filin	1,050	0	1,050	50.00	.00	1,000.00	4.8%
10160	64475	Ops-Materi	31,500	-275	31,225	1,673.39	99.00	29,452.98	5.7%
10160	64600	Ops-Postag	3,990	0	3,990	849.85	.00	3,140.15	21.3%
10160	64800	Ops-Unifor	420	0	420	.00	.00	420.00	.0%
10160	64825	Ops-Vehicl	5,000	0	5,000	971.75	4,028.25	.00	100.0%
10160	65000	Maint-Buil	10,500	0	10,500	1,663.34	69.81	8,766.85	16.5%
10160	65050	Maint-Equi	320	0	320	.00	.00	320.00	.0%
10160	65550	Maint-Vehi	11,150	0	11,150	8,225.30	2,970.19	-45.49	100.4%*
10160	66000	Empl-Dues	1,050	0	1,050	161.00	229.00	660.00	37.1%
10160	66100	Empl-Train	4,730	0	4,730	450.00	.00	4,280.00	9.5%
10160	66200	Empl-Per D	6,830	0	6,830	336.16	.00	6,493.84	4.9%
10160	66300	Empl-Milea	1,050	0	1,050	135.00	.00	915.00	12.9%
10160	66400	Empl-Trans	530	0	530	.00	.00	530.00	.0%
10160	66500	Empl-Perso	210	0	210	.00	.00	210.00	.0%
10160	67100	Util-Elect	13,090	0	13,090	3,498.22	9,591.78	.00	100.0%
10160	67200	Util-Gas	4,810	0	4,810	168.79	4,641.21	.00	100.0%
10160	67400	Util-Telep	13,590	0	13,590	3,995.51	10,711.41	-1,116.92	108.2%*
10160	67500	Util-Water	7,390	0	7,390	2,387.80	5,002.20	.00	100.0%
10160	80300	Cap-Improv	5,000	0	5,000	.00	.00	5,000.00	.0%
10160	80400	Cap-Infras	25,000	0	25,000	.00	.00	25,000.00	.0%
10160	80500	Cap-Equipm	10,000	275	10,275	.00	10,274.63	.00	100.0%
<b>TOTAL Planning &amp; Regulation</b>			<b>1,479,481</b>	<b>16,222</b>	<b>1,495,703</b>	<b>599,327.42</b>	<b>143,056.59</b>	<b>753,318.60</b>	<b>49.6%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04							
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
101 General Fund	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
<b>10161 Cemetery</b>							
10161 61200 ConProf-Ge	504,230	0	504,230	140,285.69	306,334.99	57,609.32	88.6%
10161 61900 ConProf-Mi	0	0	0	6,277.98	1,422.02	-7,700.00	100.0%*
10161 64425 Ops-Landsc	22,470	0	22,470	.00	.00	22,470.00	.0%
10161 64475 Ops-Materi	10,500	0	10,500	2,310.48	60.00	8,129.52	22.6%
10161 64990 Ops-Misc	0	13,014	13,014	.00	.00	13,014.00	.0%
10161 65000 Maint-Buil	320	0	320	.00	.00	320.00	.0%
10161 65050 Maint-Equi	110	0	110	11,412.17	.00	-11,302.17*****	*%
10161 66000 Empl-Dues	420	0	420	.00	350.00	70.00	83.3%
10161 66500 Empl-Perso	110	0	110	.00	.00	110.00	.0%
10161 67100 Util-Elect	5,090	0	5,090	1,464.18	3,535.82	90.00	98.2%
10161 67400 Util-Telep	2,710	0	2,710	858.57	1,851.43	.00	100.0%
10161 67500 Util-Water	132,140	0	132,140	63,445.09	83,459.51	-14,764.60	111.2%*
10161 80200 Cap-Buildi	250,000	0	250,000	10,336.85	3,959.11	235,704.04	5.7%
10161 80300 Cap-Improv	433,178	-28,475	404,703	336,251.97	.00	68,451.07	83.1%
TOTAL Cemetery	1,361,278	-15,461	1,345,817	572,642.98	400,972.88	372,201.18	72.3%
TOTAL General Fund	11,253,788	12,378,935	23,632,724	8,099,083.50	9,045,317.83	6,488,322.41	72.5%
TOTAL REVENUES	-63,452,289	-1,733,310	-65,185,599	-26,451,670.87	.00	-38,733,928.00	
TOTAL EXPENSES	74,706,077	14,112,246	88,818,323	34,550,754.37	9,045,317.83	45,222,250.41	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
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10202 Payroll

10202 64025 ops-Bank C	250	0	250	.00	.00	250.00	.0%
TOTAL Payroll	250	0	250	.00	.00	250.00	.0%
TOTAL Payroll	250	0	250	.00	.00	250.00	.0%
TOTAL EXPENSES	250	0	250	.00	.00	250.00	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT	
200 GRT Capital Outlay	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL	
<b>200 GRT Capital Outlay</b>								
200 30020 GRTR-Capit	-4,576,548	0	-4,576,548	-1,858,534.54	.00	-2,718,013.46	40.6%*	
200 45000 Transfer-T	3,850,000	2,200,000	6,050,000	3,800,000.00	.00	2,250,000.00	62.8%	
TOTAL GRT Capital Outlay	-726,548	2,200,000	1,473,452	1,941,465.46	.00	-468,013.46	131.8%	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
200 GRT Capital Outlay	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES		BUDGET	USE/COL
<b>20000 GRT Capital Outlay</b>								
20000 63225 Fees-NMTRD	230,000	0	230,000	74,150.14		.00	155,849.86	32.2%
20000 80300 Cap-Improv	423,364	0	423,364	15,284.32	6,011.06		402,068.62	5.0%
TOTAL GRT Capital Outlay	653,364	0	653,364	89,434.46	6,011.06		557,918.48	14.6%
TOTAL GRT Capital Outlay	-73,184	2,200,000	2,126,816	2,030,899.92	6,011.06		89,905.02	95.8%
TOTAL REVENUES	-4,576,548	0	-4,576,548	-1,858,534.54		.00	-2,718,013.46	
TOTAL EXPENSES	4,503,364	2,200,000	6,703,364	3,889,434.46	6,011.06		2,807,918.48	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
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201 Capital Projects

201 36040 Interest-M	0	0	0	-3,035.75	.00	3,035.75	100.0%
201 37135 State-Legi	0	0	0	-87,091.84	.00	87,091.84	100.0%
201 37150 State-NMDO	0	-1,100,008	-1,100,008	.00	.00	-1,100,008.00	.0%*
201 37199 State-Misc	-14,204,775	2,410,000	-11,794,775	-842,380.13	.00	-10,952,394.87	7.1%*
201 40000 Trans-IN	-2,250,000	0	-2,250,000	-1,700,000.00	.00	-550,000.00	75.6%*
<b>TOTAL Capital Projects</b>	<b>-16,454,775</b>	<b>1,309,992</b>	<b>-15,144,783</b>	<b>-2,632,507.72</b>	<b>.00</b>	<b>-12,512,275.28</b>	<b>17.4%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
201 Capital Projects	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
<b>20101 Capital Projects</b>							
20101 80100 Cap-Land	235,522	-43,358	192,164	86,871.78	37,203.49	68,088.52	64.6%
20101 80300 Cap-Improv	8,195,942	-882,153	7,313,789	67,122.38	94,744.34	7,151,922.61	2.2%
20101 80400 Cap-Infras	4,910,000	-534,990	4,375,010	.00	.00	4,375,010.00	.0%
20101 80500 Cap-Equipm	2,261,588	-500,000	1,761,588	28,536.70	574,964.00	1,158,087.30	34.3%
TOTAL Capital Projects	15,603,052	-1,960,501	13,642,551	182,530.86	706,911.83	12,753,108.43	6.5%
TOTAL Capital Projects	-851,723	-650,509	-1,502,232	-2,449,976.86	706,911.83	240,833.15	116.0%
TOTAL REVENUES	-16,454,775	1,309,992	-15,144,783	-2,632,507.72	.00	-12,512,275.28	
TOTAL EXPENSES	15,603,052	-1,960,501	13,642,551	182,530.86	706,911.83	12,753,108.43	



YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
202 Airport Improvements							
<b>202 Airport Improvements</b>							
202 35000 AP-BMB	-12,800	0	-12,800	.00	.00	-12,800.00	.0%*
202 35010 AP-Boutiqu	-3,600	0	-3,600	.00	.00	-3,600.00	.0%*
202 35020 AP-Celtech	-2,280	0	-2,280	-914.88	.00	-1,365.12	40.1%*
202 35021 AP-CNB	-50	0	-50	.00	.00	-50.00	.0%*
202 35022 AP-Danfort	-1,200	0	-1,200	-400.00	.00	-800.00	33.3%*
202 35030 AP-Fed Exp	-3,900	0	-3,900	-1,308.96	.00	-2,591.04	33.6%*
202 35040 AP-Chandle	-4,900	0	-4,900	-1,653.32	.00	-3,246.68	33.7%*
202 35050 Air Method	-2,300	0	-2,300	-807.32	.00	-1,492.68	35.1%*
202 37145 State-NM A	-20,000	0	-20,000	.00	.00	-20,000.00	.0%*
202 37150 State-NMDO	-802,335	-5,135,000	-5,937,335	-182,261.00	.00	-5,755,074.00	3.1%*
202 37200 Federal-FA	-3,534,884	0	-3,534,884	-802,995.00	.00	-2,731,889.00	22.7%*
TOTAL Airport Improvements	-4,388,249	-5,135,000	-9,523,249	-990,340.48	.00	-8,532,908.52	10.4%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
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20202 Airport Improvements

20202 61200 ConProf-Ge	50,000	0	50,000	.00	9,483.34	40,516.66	19.0%
20202 64475 Ops-Materi	1,000	0	1,000	.00	.00	1,000.00	.0%
20202 65900 Maint-Misc	85,469	0	85,469	8,816.80	14,771.35	61,880.55	27.6%
20202 80200 Cap-Buildi	65,000	5,150,000	5,215,000	.00	.00	5,215,000.00	.0%
20202 80400 Cap-Infras	4,558,536	-1,033,608	3,524,928	1,994,139.26	1,528,789.37	1,999.65	99.9%
TOTAL Airport Improvements	4,760,005	4,116,392	8,876,397	2,002,956.06	1,553,044.06	5,320,396.86	40.1%
TOTAL Airport Improvements	371,756	-1,018,608	-646,852	1,012,615.58	1,553,044.06	-3,212,511.66	-396.6%
TOTAL REVENUES	-4,388,249	-5,135,000	-9,523,249	-990,340.48	.00	-8,532,908.52	
TOTAL EXPENSES	4,760,005	4,116,392	8,876,397	2,002,956.06	1,553,044.06	5,320,396.86	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
220 Landfill-Reserve							
<b>220 Landfill-Reserve</b>							
220 36000 CD's	0	0	0	-41,554.00	.00	41,554.00	100.0%
220 37010 County-Lan	-111,000	0	-111,000	-111,000.00	.00	.00	100.0%
220 40000 Trans-IN	-111,000	0	-111,000	-111,000.00	.00	.00	100.0%
TOTAL Landfill-Reserve	-222,000	0	-222,000	-263,554.00	.00	41,554.00	118.7%
TOTAL Landfill-Reserve	-222,000	0	-222,000	-263,554.00	.00	41,554.00	118.7%
TOTAL REVENUES	-222,000	0	-222,000	-263,554.00	.00	41,554.00	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
230 Landfill-Closure							
<b>23030 Landfill-Closure</b>							
23030 61200 ConProf-Ge	15,000	0	15,000	3,759.19	12,240.81	-1,000.00	106.7%*
23030 61350 ConProf-En	10,000	0	10,000	.00	.00	10,000.00	.0%
23030 61600 ConProf-Me	25,000	0	25,000	.00	.00	25,000.00	.0%
23030 63200 Fees-Groun	40,000	0	40,000	.00	25,000.00	15,000.00	62.5%
23030 64375 Ops-Landfi	10,000	0	10,000	.00	8,000.00	2,000.00	80.0%
23030 65050 Maint-Equi	10,000	0	10,000	.00	.00	10,000.00	.0%
TOTAL Landfill-Closure	110,000	0	110,000	3,759.19	45,240.81	61,000.00	44.5%
TOTAL Landfill-Closure	110,000	0	110,000	3,759.19	45,240.81	61,000.00	44.5%
TOTAL EXPENSES	110,000	0	110,000	3,759.19	45,240.81	61,000.00	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
240 Landfill-Construction							
<b>240 Landfill-Construction</b>							
240 40000 Trans-IN	-1,000,000	-3,000,000	-4,000,000	-4,000,000.00	.00	.00	100.0%
TOTAL Landfill-Construction	-1,000,000	-3,000,000	-4,000,000	-4,000,000.00	.00	.00	100.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
240 Landfill-Construction							
<b>24040 Landfill-Construction</b>							
24040 64400 ops-Landfi	1,000,000	645,000	1,645,000	12,751.99	408,777.06	1,223,470.95	25.6%
TOTAL Landfill-Construction	1,000,000	645,000	1,645,000	12,751.99	408,777.06	1,223,470.95	25.6%
TOTAL Landfill-Construction	0	-2,355,000	-2,355,000	-3,987,248.01	408,777.06	1,223,470.95	152.0%
TOTAL REVENUES	-1,000,000	-3,000,000	-4,000,000	-4,000,000.00	.00	.00	
TOTAL EXPENSES	1,000,000	645,000	1,645,000	12,751.99	408,777.06	1,223,470.95	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
300 Sports Complex							
<b>300 Sports Complex</b>							
300 30030 GRTR-Infra	-2,431,890	0	-2,431,890	-987,589.48	.00	-1,444,300.52	40.6%*
300 34310 Concession	-8,000	0	-8,000	-5,398.39	.00	-2,601.61	67.5%*
300 37199 State-Misc	0	-76,000	-76,000	.00	.00	-76,000.00	.0%*
300 40000 Trans-IN	0	-13,307	-13,307	-13,306.92	.00	.00	100.0%
TOTAL Sports Complex	-2,439,890	-89,307	-2,529,197	-1,006,294.79	.00	-1,522,902.13	39.8%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
300 Sports Complex							
<b>30000 Sports Complex</b>							
30000 50500 Labor-Regu	543,436	24,286	567,722	138,433.58	.00	429,288.42	24.4%
30000 51000 Labor-OT	9,099	351	9,450	2,228.52	.00	7,221.48	23.6%
30000 52000 Labor-Vaca	0	0	0	8,453.73	.00	-8,453.73	100.0%*
30000 52100 Labor-Holi	0	0	0	2,737.52	.00	-2,737.52	100.0%*
30000 53000 Labor-Sick	0	0	0	3,282.41	.00	-3,282.41	100.0%*
30000 54000 Labor-Othe	1,750	0	1,750	.00	.00	1,750.00	.0%
30000 55000 Labor-Allo	8,417	-27	8,390	2,514.00	.00	5,876.00	30.0%
30000 56000 Labor-Heal	0	12,361	12,361	12,361.28	.00	.00	100.0%
30000 58000 Associated	84,635	0	84,635	27,211.52	.00	57,423.48	32.2%
30000 58100 Associated	40,717	2,926	43,643	12,270.99	.00	31,371.65	28.1%
30000 58200 Associated	36,944	1,086	38,030	10,834.75	.00	27,195.25	28.5%
30000 58300 Associated	6,844	202	7,046	2,017.11	.00	5,028.89	28.6%
30000 58900 Associated	130	0	130	25.30	.00	104.70	19.5%
30000 61200 ConProf-Ge	172,535	0	172,535	56,577.28	153,863.46	-37,905.74	122.0%*
30000 63225 Fees-NMTRD	120,000	0	120,000	37,573.20	.00	82,426.80	31.3%
30000 64425 Ops-Landsc	10,500	0	10,500	1,584.55	.00	8,915.45	15.1%
30000 64475 Ops-Materi	63,000	0	63,000	2,807.48	859.21	59,333.31	5.8%
30000 64775 Ops-Tools	4,730	0	4,730	1,631.42	577.40	2,521.18	46.7%
30000 64800 Ops-Unifor	3,890	0	3,890	.00	3,021.78	868.22	77.7%
30000 64825 Ops-Vehicl	15,000	0	15,000	4,956.64	10,043.36	.00	100.0%
30000 65000 Maint-Buil	5,250	0	5,250	392.01	150.62	4,707.37	10.3%
30000 65050 Maint-Equi	28,350	0	28,350	2,161.21	3,347.10	22,841.69	19.4%
30000 65500 Maint-Turf	67,200	0	67,200	1,116.76	3,237.56	62,845.68	6.5%
30000 65550 Maint-Vehi	1,050	0	1,050	223.34	147.39	679.27	35.3%
30000 66100 Empl-Train	1,050	0	1,050	.00	.00	1,050.00	.0%
30000 66200 Empl-Per D	740	0	740	.00	.00	740.00	.0%
30000 66500 Empl-Perso	530	0	530	35.75	.00	494.25	6.7%
30000 67100 Util-Elect	128,200	0	128,200	32,426.56	95,773.44	.00	100.0%
30000 67400 Util-Telep	3,840	0	3,840	1,209.74	2,630.26	.00	100.0%
30000 67500 Util-Water	29,660	0	29,660	8,980.87	19,019.13	1,660.00	94.4%
30000 80100 Cap-Land	990,914	1,200,000	2,190,914	409,060.12	8,201.44	1,773,652.64	19.0%
30000 80500 Cap-Equipm	197,889	300,000	497,889	142,163.62	37,888.43	317,836.95	36.2%
TOTAL Sports Complex	2,576,300	1,541,185	4,117,485	925,271.26	338,760.58	2,853,453.28	30.7%
TOTAL Sports Complex	136,410	1,451,878	1,588,288	-81,023.53	338,760.58	1,330,551.15	16.2%
TOTAL REVENUES	-2,439,890	-89,307	-2,529,197	-1,006,294.79	.00	-1,522,902.13	
TOTAL EXPENSES	2,576,300	1,541,185	4,117,485	925,271.26	338,760.58	2,853,453.28	



YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
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320 Streets Improvement

320 30200 Muni Count	-450,000	0	-450,000	-146,017.02	.00	-303,982.98	32.4%*
320 30210 Muni Rd	-230,000	0	-230,000	-101,569.18	.00	-128,430.82	44.2%*
320 30310 Tax-Auto L	-105,000	0	-105,000	-40,935.57	.00	-64,064.43	39.0%*
320 36040 Interest-M	0	0	0	-6,042.84	.00	6,042.84	100.0%
320 37135 State-Legi	-649,014	0	-649,014	.00	.00	-649,014.00	.0%*
320 40000 Trans-IN	-3,300,000	-1,000,000	-4,300,000	-4,300,000.00	.00	.00	100.0%
TOTAL Streets Improvement	-4,734,014	-1,000,000	-5,734,014	-4,594,564.61	.00	-1,139,449.39	80.1%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
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32020 Streets Improvement

32020 65900 Maint-Misc	250,000	0	250,000	.00	.00	250,000.00	.0%
32020 80400 Cap-Infras	5,771,485	532,194	6,303,679	366,498.54	3,240,229.58	2,696,951.23	57.2%
TOTAL Streets Improvement	6,021,485	532,194	6,553,679	366,498.54	3,240,229.58	2,946,951.23	55.0%
TOTAL Streets Improvement	1,287,471	-467,806	819,665	-4,228,066.07	3,240,229.58	1,807,501.84	-120.5%
TOTAL REVENUES	-4,734,014	-1,000,000	-5,734,014	-4,594,564.61	.00	-1,139,449.39	
TOTAL EXPENSES	6,021,485	532,194	6,553,679	366,498.54	3,240,229.58	2,946,951.23	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
350 Local Government Correction							
<b>350 Local Government Correction</b>							
350 33004 Fees-Court	-580,000	0	-580,000	-192,464.00	.00	-387,536.00	33.2%*
350 33009 Fees-Local	-150,000	0	-150,000	-43,515.00	.00	-106,485.00	29.0%*
350 33010 Fees-Notar	0	0	0	-9.00	.00	9.00	100.0%
350 33014 Fees-Resti	0	0	0	-100.00	.00	100.00	100.0%
TOTAL Local Government Correction	-730,000	0	-730,000	-236,088.00	.00	-493,912.00	32.3%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
350 Local Government Correction							
<b>35050 Local Government Correction</b>							
35050 62000 Prisoners-	500,000	0	500,000	83,885.00	336,115.00	80,000.00	84.0%
35050 62100 Prisoners-	25,000	0	25,000	.00	.00	25,000.00	.0%
TOTAL Local Government Correction	525,000	0	525,000	83,885.00	336,115.00	105,000.00	80.0%
TOTAL Local Government Correction	-205,000	0	-205,000	-152,203.00	336,115.00	-388,912.00	-89.7%
TOTAL REVENUES	-730,000	0	-730,000	-236,088.00	.00	-493,912.00	
TOTAL EXPENSES	525,000	0	525,000	83,885.00	336,115.00	105,000.00	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			ENCUMBRANCES	AVAILABLE	PCT
360 Cannabis Revenue	APPROP	ADJSTMTS	BUDGET	YTD	ACTUAL		BUDGET	USE/COL
<b>360 Cannabis Fund</b>								
360 30350 Cannabis	-360,000	0	-360,000	-129,731.39		.00	-230,268.61	36.0%*
360 45000 Tran-TO-E	355,000	0	355,000	355,000.00		.00	.00	100.0%
TOTAL Cannabis Fund	-5,000	0	-5,000	225,268.61		.00	-230,268.61-4505.4%	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
360 Cannabis Revenue							
<b>36060 Cannabis Fund</b>							
36060 63226 Fees-CAN	10,000	0	10,000	3,891.96	.00	6,108.04	38.9%
TOTAL Cannabis Fund	10,000	0	10,000	3,891.96	.00	6,108.04	38.9%
TOTAL Cannabis Revenue	5,000	0	5,000	229,160.57	.00	-224,160.57	4583.2%
TOTAL REVENUES	-360,000	0	-360,000	-129,731.39	.00	-230,268.61	
TOTAL EXPENSES	365,000	0	365,000	358,891.96	.00	6,108.04	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			ENCUMBRANCES	AVAILABLE	PCT
400 Disaster Preparedness	APPROP	ADJSTMTS	BUDGET	YTD	ACTUAL		BUDGET	USE/COL
<b>400 Disaster Preparedness</b>								
400 36000 Interest-C	0	0	0	-5,736.65		.00	5,736.65	100.0%
TOTAL Disaster Preparedness	0	0	0	-5,736.65		.00	5,736.65	100.0%
TOTAL Disaster Preparedness	0	0	0	-5,736.65		.00	5,736.65	100.0%
TOTAL REVENUES	0	0	0	-5,736.65		.00	5,736.65	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
401 Insurance							
<b>401 Insurance</b>							
401 38012 Misc-Reimb	0	0	0	-51,618.44	.00	51,618.44	100.0%
401 40000 Trans-IN	-1,200,000	0	-1,200,000	-1,200,000.00	.00	.00	100.0%
TOTAL Insurance	-1,200,000	0	-1,200,000	-1,251,618.44	.00	51,618.44	104.3%



YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:		ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
401	Insurance	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
<b>40101 Insurance</b>								
40101	60200	Insur-Admi	25,000	0	25,000	9,140.08	18,864.30	-3,004.38 112.0%*
40101	60205	Insur-Airp	7,500	0	7,500	7,680.00	6,985.00	-7,165.00 195.5%*
40101	60210	Insur-Auto	44,561	0	44,561	44,560.50	.00	.50 100.0%
40101	60215	Insur-Auto	37,250	0	37,250	37,250.00	.00	.00 100.0%
40101	60220	Insur-Clai	200,000	0	200,000	14,047.55	.00	185,952.45 7.0%
40101	60225	Insur-Crim	5,000	0	5,000	5,542.00	.00	-542.00 110.8%*
40101	60230	Insur-EDP	0	0	0	8,213.00	.00	-8,213.00 100.0%*
40101	60235	Insur-Fine	0	0	0	21,996.00	.00	-21,996.00 100.0%*
40101	60250	Insur-Law	181,294	0	181,294	181,294.00	.00	.00 100.0%
40101	60255	Insur-Liab	400,000	0	400,000	197,894.69	.00	202,105.31 49.5%
40101	60265	Insur-Pro	2,500	0	2,500	.00	.00	2,500.00 .0%
40101	60270	Insur-Prop	436,444	0	436,444	406,235.00	.00	30,209.00 93.1%
40101	60275	Insur-Publ	167,772	0	167,772	167,772.00	.00	.00 100.0%
40101	60280	Insur-Unem	0	0	0	7,122.23	.00	-7,122.23 100.0%*
40101	60285	Insur-Unin	130,000	0	130,000	.00	.00	130,000.00 .0%
TOTAL Insurance			1,637,321	0	1,637,321	1,108,747.05	25,849.30	502,724.65 69.3%
TOTAL Insurance			437,321	0	437,321	-142,871.39	25,849.30	554,343.09 -26.8%
TOTAL REVENUES			-1,200,000	0	-1,200,000	-1,251,618.44	.00	51,618.44
TOTAL EXPENSES			1,637,321	0	1,637,321	1,108,747.05	25,849.30	502,724.65

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
402 Workers' Compensation							
<b>402 Workers' Compensation</b>							
402 40000 Trans-IN	-1,050,000	0	-1,050,000	-1,050,000.00	.00	.00	100.0%
TOTAL Workers' Compensation	-1,050,000	0	-1,050,000	-1,050,000.00	.00	.00	100.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
402 Workers' Compensation							
<b>40202 workers' Compensation</b>							
40202 60100 WC-Admin	20,000	0	20,000	11,866.34	10,018.21	-1,884.55	109.4%*
40202 60110 WC-Excess	275,000	0	275,000	.00	.00	275,000.00	.0%
40202 60120 WC-Expense	50,000	0	50,000	14,243.13	.00	35,756.87	28.5%
40202 60130 WC-Medical	200,000	0	200,000	80,747.11	.00	119,252.89	40.4%
40202 60140 WC-Settlem	100,000	0	100,000	9,600.69	.00	90,399.31	9.6%
40202 60150 WC-weekly	200,000	0	200,000	100,205.09	.00	99,794.91	50.1%
TOTAL workers' Compensation	845,000	0	845,000	216,662.36	10,018.21	618,319.43	26.8%
TOTAL workers' Compensation	-205,000	0	-205,000	-833,337.64	10,018.21	618,319.43	401.6%
TOTAL REVENUES	-1,050,000	0	-1,050,000	-1,050,000.00	.00	.00	
TOTAL EXPENSES	845,000	0	845,000	216,662.36	10,018.21	618,319.43	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
420 Health Insurance							
<b>420 Health Insurance</b>							
420 36040 Interest-M	0	0	0	-16,663.56	.00	16,663.56	100.0%
420 38006 Misc-Healt	-1,600,000	0	-1,600,000	-473,275.46	.00	-1,126,724.54	29.6%*
420 38010 Misc-HI-Ci	-5,000,000	0	-5,000,000	-1,419,826.36	.00	-3,580,173.64	28.4%*
420 38012 Misc-Reimb	0	0	0	-154,085.47	.00	154,085.47	100.0%
420 45000 Transfer-T	0	826,848	826,848	826,848.22	.00	.00	100.0%
TOTAL Health Insurance	-6,600,000	826,848	-5,773,152	-1,237,002.63	.00	-4,536,149.15	21.4%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
420 Health Insurance							
<b>42020 Health Insurance</b>							
42020 60200 Insur-Admi	50,000	0	50,000	25,005.51	.00	24,994.49	50.0%
42020 60220 Insur-Clai	6,550,000	0	6,550,000	2,419,752.45	.00	4,130,247.55	36.9%
TOTAL Health Insurance	6,600,000	0	6,600,000	2,444,757.96	.00	4,155,242.04	37.0%
TOTAL Health Insurance	0	826,848	826,848	1,207,755.33	.00	-380,907.11	146.1%
TOTAL REVENUES	-6,600,000	0	-6,600,000	-2,063,850.85	.00	-4,536,149.15	
TOTAL EXPENSES	6,600,000	826,848	7,426,848	3,271,606.18	.00	4,155,242.04	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
500 Fire Protection							
<b>500 Fire Protection</b>							
500 37125 State-Fire	-550,000	-148,429	-698,429	-349,215.00	.00	-349,214.00	50.0%*
TOTAL Fire Protection	-550,000	-148,429	-698,429	-349,215.00	.00	-349,214.00	50.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
500 Fire Protection	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES		BUDGET	USE/COL
<b>50000 Fire Protection</b>								
50000 64475 Ops-Materi	5,000	0	5,000	.00	.00		5,000.00	.0%
50000 65550 Maint-Vehi	0	0	0	229.99	747.79		-977.78	100.0%*
50000 66100 Empl-Train	30,000	0	30,000	.00	.00		30,000.00	.0%
50000 66200 Empl-Per D	30,000	0	30,000	.00	.00		30,000.00	.0%
50000 80500 Cap-Equipm	769,997	0	769,997	.00	750,657.67		19,339.33	97.5%
TOTAL Fire Protection	834,997	0	834,997	229.99	751,405.46		83,361.55	90.0%
TOTAL Fire Protection	284,997	-148,429	136,568	-348,985.01	751,405.46		-265,852.45	294.7%
TOTAL REVENUES	-550,000	-148,429	-698,429	-349,215.00	.00		-349,214.00	
TOTAL EXPENSES	834,997	0	834,997	229.99	751,405.46		83,361.55	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
501 Emergency Medical Services							
<b>501 Emergency Medical Services</b>							
501 37115 State-EMS	-20,000	0	-20,000	-20,000.00	.00	.00	100.0%
TOTAL Emergency Medical Services	-20,000	0	-20,000	-20,000.00	.00	.00	100.0%



YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
501 Emergency Medical Services	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES		BUDGET	USE/COL
<b>50101 Emergency Medical Services</b>								
50101 64225 ops-Fire E	22,115	0	22,115	.00	.00		22,115.00	.0%
TOTAL Emergency Medical Services	22,115	0	22,115	.00	.00		22,115.00	.0%
TOTAL Emergency Medical Services	2,115	0	2,115	-20,000.00	.00		22,115.00	-945.6%
TOTAL REVENUES	-20,000	0	-20,000	-20,000.00	.00		.00	
TOTAL EXPENSES	22,115	0	22,115	.00	.00		22,115.00	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
520 Law Enforcement Protection							
<b>520 Law Enforcement Protection</b>							
520 37130 State-Law	-197,000	0	-197,000	-197,000.00	.00	.00	100.0%
TOTAL Law Enforcement Protection	-197,000	0	-197,000	-197,000.00	.00	.00	100.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
520 Law Enforcement Protection							
<b>52020 Law Enforcement Protection</b>							
52020 64525 Ops-Police	39,400	0	39,400	69,730.04	42,715.63	-73,045.67	285.4%*
52020 66100 Empl-Train	157,600	0	157,600	9,916.83	5,070.00	142,613.17	9.5%
52020 66200 Empl-Per D	0	0	0	5,444.82	300.00	-5,744.82	100.0%*
TOTAL Law Enforcement Protection	197,000	0	197,000	85,091.69	48,085.63	63,822.68	67.6%
TOTAL Law Enforcement Protection	0	0	0	-111,908.31	48,085.63	63,822.68	100.0%
TOTAL REVENUES	-197,000	0	-197,000	-197,000.00	.00	.00	
TOTAL EXPENSES	197,000	0	197,000	85,091.69	48,085.63	63,822.68	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
521 FY23 - LERRF	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES		BUDGET	USE/COL
<b>521 FY23 - LERRF</b>								
521 37199 State-Misc	-300,000	0	-300,000	-300,000.00		.00	.00	100.0%
521 45000 Tran-TO-E	300,000	0	300,000	.00		.00	300,000.00	.0%
TOTAL FY23 - LERRF	0	0	0	-300,000.00		.00	300,000.00	100.0%
TOTAL FY23 - LERRF	0	0	0	-300,000.00		.00	300,000.00	100.0%
TOTAL REVENUES	-300,000	0	-300,000	-300,000.00		.00	.00	
TOTAL EXPENSES	300,000	0	300,000	.00		.00	300,000.00	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
523 FY24 - LERF	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL	
<b>523 FY24 - LERF</b>								
523 37199 State-Misc	0	-600,000	-600,000	.00	.00	-600,000.00	.0%*	
523 45000 Tran-TO-E	0	600,000	600,000	.00	.00	600,000.00	.0%	
TOTAL FY24 - LERF	0	0	0	.00	.00	.00	.0%	
TOTAL FY24 - LERF	0	0	0	.00	.00	.00	.0%	
TOTAL REVENUES	0	-600,000	-600,000	.00	.00	-600,000.00		
TOTAL EXPENSES	0	600,000	600,000	.00	.00	600,000.00		

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT	
550 Beautification	APPROP	ADJSTMTS	BUDGET			BUDGET	USE/COL	
<b>550 Beautification</b>								
550 37105 State-Beau	-24,420	0	-24,420	-19,230.39	.00	-5,189.61	78.7%*	
550 40000 Trans-IN	-75,000	-15,000	-90,000	-90,000.00	.00	.00	100.0%	
TOTAL Beautification	-99,420	-15,000	-114,420	-109,230.39	.00	-5,189.61	95.5%	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
550 Beautification							
<b>55050 Beautification</b>							
55050 61000 ConProf-Ad	3,000	0	3,000	.00	.00	3,000.00	.0%
55050 61200 ConProf-Ge	72,050	0	72,050	16,753.00	3,400.00	51,897.00	28.0%
55050 64425 Ops-Landsc	3,000	0	3,000	.00	.00	3,000.00	.0%
55050 64475 Ops-Materi	30,000	0	30,000	1,620.77	.00	28,379.23	5.4%
55050 66000 Empl-Dues	220	0	220	.00	.00	220.00	.0%
55050 66100 Empl-Train	2,200	0	2,200	.00	.00	2,200.00	.0%
55050 66200 Empl-Per D	1,050	0	1,050	.00	.00	1,050.00	.0%
TOTAL Beautification	111,520	0	111,520	18,373.77	3,400.00	89,746.23	19.5%
TOTAL Beautification	12,100	-15,000	-2,900	-90,856.62	3,400.00	84,556.62	3015.7%
TOTAL REVENUES	-99,420	-15,000	-114,420	-109,230.39	.00	-5,189.61	
TOTAL EXPENSES	111,520	0	111,520	18,373.77	3,400.00	89,746.23	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
570 Municipal Transit							
<b>570 Municipal Transit</b>							
570 33017 Fees-Trans	-34,000	0	-34,000	-13,488.50	.00	-20,511.50	39.7%*
570 33018 Contract F	-10,000	0	-10,000	-9,032.14	.00	-967.86	90.3%*
570 37220 5311 Admin	-166,450	0	-166,450	-52,646.50	.00	-113,803.50	31.6%*
570 37230 5311 Op	-375,443	0	-375,443	-119,294.48	.00	-256,148.52	31.8%*
570 37235 5311 Cap	-385,043	0	-385,043	-103,516.73	.00	-281,526.17	26.9%*
570 40000 Trans-IN	-1,200,000	179,669	-1,020,331	-1,020,331.18	.00	.00	100.0%
TOTAL Municipal Transit	-2,170,936	179,669	-1,991,267	-1,318,309.53	.00	-672,957.55	66.2%



YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
570 Municipal Transit							
<b>57070 Municipal Transit</b>							
57070 50500 Labor-Regu	819,672	26,271	845,943	210,381.97	.00	635,561.03	24.9%
57070 51000 Labor-OT	15,251	-9,888	5,363	2,450.81	.00	2,912.19	45.7%
57070 52000 Labor-Vaca	0	0	0	13,587.36	.00	-13,587.36	100.0%*
57070 52100 Labor-Holi	0	0	0	5,852.16	.00	-5,852.16	100.0%*
57070 53000 Labor-Sick	0	0	0	6,235.28	.00	-6,235.28	100.0%*
57070 54000 Labor-Othe	3,375	250	3,625	.00	.00	3,625.00	.0%
57070 55000 Labor-Allo	3,428	0	3,428	1,074.00	.00	2,354.00	31.3%
57070 56000 Labor-Heal	0	18,930	18,930	18,930.41	.00	.00	100.0%
57070 58000 Associated	145,688	9,937	155,625	48,137.46	.00	107,487.54	30.9%
57070 58100 Associated	60,627	5,264	65,891	18,482.60	.00	47,408.17	28.1%
57070 58200 Associated	74,953	2,179	77,132	23,448.65	.00	53,683.35	30.4%
57070 58300 Associated	13,886	402	14,288	4,366.53	.00	9,921.47	30.6%
57070 58900 Associated	260	0	260	46.00	.00	214.00	17.7%
57070 61000 ConProf-Ad	0	0	0	1,555.16	1,740.84	-3,296.00	100.0%*
57070 61200 ConProf-Ge	75,500	0	75,500	1,132.95	9,483.85	64,883.20	14.1%
57070 61900 ConProf-Mi	0	0	0	18,742.08	145.09	-18,887.17	100.0%*
57070 63100 Fees-Filin	210	0	210	.00	.00	210.00	.0%
57070 64475 Ops-Materi	21,000	0	21,000	3,093.66	275.46	17,630.88	16.0%
57070 64600 Ops-Postag	210	0	210	15.40	.00	194.60	7.3%
57070 64775 Ops-Tools	4,200	0	4,200	1,916.69	.00	2,283.31	45.6%
57070 64800 Ops-Unifor	2,100	0	2,100	1,154.00	178.00	768.00	63.4%
57070 64825 Ops-Vehicl	120,000	0	120,000	27,146.64	52,853.36	40,000.00	66.7%
57070 65000 Maint-Buil	4,730	0	4,730	8,927.83	2,233.20	-6,431.03	236.0%*
57070 65050 Maint-Equi	110	0	110	522.62	.00	-412.62	475.1%*
57070 65550 Maint-Vehi	34,650	0	34,650	20,972.12	9,695.93	3,981.95	88.5%
57070 66000 Empl-Dues	840	0	840	400.00	.00	440.00	47.6%
57070 66100 Empl-Train	2,100	0	2,100	.00	.00	2,100.00	.0%
57070 66200 Empl-Per D	1,680	0	1,680	.00	.00	1,680.00	.0%
57070 66500 Empl-Perso	1,050	0	1,050	107.25	475.26	467.49	55.5%
57070 67100 Util-Elect	4,860	0	4,860	1,147.58	3,852.42	-140.00	102.9%*
57070 67200 Util-Gas	3,390	0	3,390	121.49	2,378.51	890.00	73.7%
57070 67400 Util-Telep	19,450	0	19,450	6,706.96	3,073.67	9,669.37	50.3%
57070 67500 Util-Water	2,300	0	2,300	727.73	1,672.27	-100.00	104.3%*
57070 80300 Cap-Improv	8,435	0	8,435	.00	.00	8,435.00	.0%
57070 80500 Cap-Equipm	534,283	-172,801	361,482	.00	61,930.90	299,551.03	17.1%
TOTAL Municipal Transit	1,978,238	-119,456	1,858,782	447,383.39	149,988.76	1,261,409.96	32.1%
TOTAL Municipal Transit	-192,698	60,213	-132,485	-870,926.14	149,988.76	588,452.41	544.2%
TOTAL REVENUES	-2,170,936	179,669	-1,991,267	-1,318,309.53	.00	-672,957.55	
TOTAL EXPENSES	1,978,238	-119,456	1,858,782	447,383.39	149,988.76	1,261,409.96	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
580 CDBG Grant	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL

580 CDBG Grant

580 37290 Federal-Mi	0	0	0	-49,848.11	.00	49,848.11	100.0%
TOTAL CDBG Grant	0	0	0	-49,848.11	.00	49,848.11	100.0%
TOTAL CDBG Grant	0	0	0	-49,848.11	.00	49,848.11	100.0%
TOTAL REVENUES	0	0	0	-49,848.11	.00	49,848.11	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT	
600 LT-Promotional	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL	
<b>600 LT-Promotional</b>								
600 30400 LT-Promo	-900,000	0	-900,000	-474,905.33	.00	-425,094.67	52.8%*	
600 30401 LT-Pro-Pen	0	0	0	-360.45	.00	360.45	100.0%	
TOTAL LT-Promotional	-900,000	0	-900,000	-475,265.78	.00	-424,734.22	52.8%	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04							
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
600 LT-Promotional	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
<b>60000 LT-Promotional</b>							
60000 68400 LT-Promo-C	396,267	0	396,267	148,916.75	102,992.86	144,357.79	63.6%
60000 68700 LT-Promo-O	935,104	187,000	1,122,104	327,331.72	784,343.78	10,428.20	99.1%
60000 80500 Cap-Equipm	1,128,874	0	1,128,874	886,205.74	15,327.44	227,340.82	79.9%
TOTAL LT-Promotional	2,460,245	187,000	2,647,245	1,362,454.21	902,664.08	382,126.81	85.6%
TOTAL LT-Promotional	1,560,245	187,000	1,747,245	887,188.43	902,664.08	-42,607.41	102.4%
TOTAL REVENUES	-900,000	0	-900,000	-475,265.78	.00	-424,734.22	
TOTAL EXPENSES	2,460,245	187,000	2,647,245	1,362,454.21	902,664.08	382,126.81	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
650 LT-Non Promotional							
<b>650 LT-Non Promotional</b>							
650 30402 LT-NP	-1,300,000	0	-1,300,000	-712,358.09	.00	-587,641.91	54.8%*
650 30403 LT-NP Pen	0	0	0	-540.68	.00	540.68	100.0%
TOTAL LT-Non Promotional	-1,300,000	0	-1,300,000	-712,898.77	.00	-587,101.23	54.8%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
650 LT-Non Promotional							
<b>65000 LT-Non Promotional</b>							
65000 61200 ConProf-Ge	2,800	0	2,800	.00	2,800.00	.00	100.0%
65000 68400 LT-City	295,000	0	295,000	36,938.23	102,163.41	155,898.36	47.2%
65000 68700 LT-Outside	551,306	30,000	581,306	83,124.00	413,778.99	84,402.99	85.5%
65000 80200 Cap-Buildi	150,000	0	150,000	.00	.00	150,000.00	.0%
65000 80300 Cap-Improv	219,088	330,900	549,988	.00	2,882.96	547,104.77	.5%
65000 80500 Cap-Equipm	110,000	715,000	825,000	115,235.85	186,360.22	523,403.93	36.6%
TOTAL LT-Non Promotional	1,328,194	1,075,900	2,404,094	235,298.08	707,985.58	1,460,810.05	39.2%
TOTAL LT-Non Promotional	28,194	1,075,900	1,104,094	-477,600.69	707,985.58	873,708.82	20.9%
TOTAL REVENUES	-1,300,000	0	-1,300,000	-712,898.77	.00	-587,101.23	
TOTAL EXPENSES	1,328,194	1,075,900	2,404,094	235,298.08	707,985.58	1,460,810.05	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
680 LT-Discretionary							
<b>680 LT-Discretionary</b>							
680 30404 LT-Discret	-1,200,000	0	-1,200,000	-454,935.52	.00	-745,064.48	37.9%*
680 30405 LT-DisPen	0	0	0	-582.46	.00	582.46	100.0%
TOTAL LT-Discretionary	-1,200,000	0	-1,200,000	-455,517.98	.00	-744,482.02	38.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
680 LT-Discretionary							
<b>68000 LT-Discretionary</b>							
68000 80200 Cap-LandIm	500,000	0	500,000	.00	.00	500,000.00	.0%
68000 80300 Cap-Build	300,000	350,000	650,000	.00	.00	650,000.00	.0%
68000 80400 Cap-Infras	250,000	0	250,000	.00	.00	250,000.00	.0%
68000 80500 Cap-Eq&Fur	0	1,064,500	1,064,500	103,880.57	460,132.95	500,486.48	53.0%
TOTAL LT-Discretionary	1,050,000	1,414,500	2,464,500	103,880.57	460,132.95	1,900,486.48	22.9%
TOTAL LT-Discretionary	-150,000	1,414,500	1,264,500	-351,637.41	460,132.95	1,156,004.46	8.6%
TOTAL REVENUES	-1,200,000	0	-1,200,000	-455,517.98	.00	-744,482.02	
TOTAL EXPENSES	1,050,000	1,414,500	2,464,500	103,880.57	460,132.95	1,900,486.48	



YEAR-TO-DATE BUDGET REPORT

FOR 2024 04							
ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
700 Water & Sewer							
<b>700 Water &amp; Sewer</b>							
700 33006 Fees-Late	-220,000	0	-220,000	-97,444.19	.00	-122,555.81	44.3%*
700 33008 Fees-Lien	-500	0	-500	-451.61	.00	-48.39	90.3%*
700 33011 Fees-NSF	-1,000	0	-1,000	-530.00	.00	-470.00	53.0%*
700 33019 W&S Connec	0	0	0	-2,242.33	.00	2,242.33	100.0%
700 33020 W&S Reconn	0	0	0	-48,017.47	.00	48,017.47	100.0%
700 33021 W&S Tap Fe	-115,000	0	-115,000	-126,716.56	.00	11,716.56	110.2%
700 34200 Septage	-480,000	0	-480,000	-157,272.45	.00	-322,727.55	32.8%*
700 34210 Effluent	-7,000	0	-7,000	-341,820.04	.00	334,820.04	4883.1%
700 34220 Services-C	-6,000,000	0	-6,000,000	-2,954,582.26	.00	-3,045,417.74	49.2%*
700 34230 Services-L	0	0	0	-10,075.60	.00	10,075.60	100.0%
700 34240 Services-D	-1,000,000	0	-1,000,000	-515,641.24	.00	-484,358.76	51.6%*
700 34250 Services-S	-5,200,000	0	-5,200,000	-2,003,924.85	.00	-3,196,075.15	38.5%*
700 34260 W&S Analys	-40,000	0	-40,000	-13,154.00	.00	-26,846.00	32.9%*
700 36000 CD Interes	0	0	0	-7,728.38	.00	7,728.38	100.0%
700 36040 Interest-M	0	0	0	-83,694.56	.00	83,694.56	100.0%
700 37135 State-Legi	-7,583,983	0	-7,583,983	.00	.00	-7,583,983.00	.0%*
700 37191 State-NMED	0	0	0	-584,126.44	.00	584,126.44	100.0%
700 37199 State-Misc	0	-2,410,000	-2,410,000	.00	.00	-2,410,000.00	.0%*
700 38007 Misc-Long/	0	0	0	15.98	.00	-15.98	100.0%*
700 38090 Misc-All O	0	0	0	280.54	.00	-280.54	100.0%*
700 40000 Trans-IN	-1,300,000	-1,297,068	-2,597,068	-897,067.50	.00	-1,700,000.00	34.5%*
700 45000 Transfer-T	250,000	0	250,000	250,000.00	.00	.00	100.0%
<b>TOTAL Water &amp; Sewer</b>	<b>-21,697,483</b>	<b>-3,707,068</b>	<b>-25,404,551</b>	<b>-7,594,192.96</b>	<b>.00</b>	<b>-17,810,357.54</b>	<b>29.9%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
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70000 Water

70000 50500 Labor-Regu	1,777,097	75,072	1,852,169	442,354.57	.00	1,409,814.43	23.9%
70000 51000 Labor-OT	128,179	49,509	177,688	74,258.98	.00	103,429.02	41.8%
70000 51100 Labor-DT	0	0	0	4,176.81	.00	-4,176.81	100.0%*
70000 52000 Labor-Vaca	0	0	0	43,232.94	.00	-43,232.94	100.0%*
70000 52100 Labor-Holi	0	0	0	12,357.64	.00	-12,357.64	100.0%*
70000 53000 Labor-Sick	0	0	0	24,506.35	.00	-24,506.35	100.0%*
70000 54000 Labor-Othe	6,250	500	6,750	1,248.50	.00	5,501.50	18.5%
70000 55000 Labor-Allo	44,535	-81	44,454	13,355.20	.00	31,098.80	30.0%
70000 56000 Labor-Heal	0	45,423	45,423	45,422.87	.00	.00	100.0%
70000 58000 Associated	348,177	12,897	361,074	96,490.69	.00	264,583.31	26.7%
70000 58100 Associated	140,528	13,385	153,913	47,899.16	.00	106,013.83	31.1%
70000 58200 Associated	191,202	8,206	199,408	55,413.74	.00	143,994.26	27.8%
70000 58300 Associated	35,421	1,515	36,936	10,317.34	.00	26,618.66	27.9%
70000 58900 Associated	270	0	270	57.50	.00	212.50	21.3%
70000 61200 ConProf-Ge	385,650	0	385,650	54,454.41	115,237.34	215,958.25	44.0%
70000 61900 ConProf-Mi	0	0	0	338.36	1,061.64	-1,400.00	100.0%*
70000 63350 Fees-Water	87,990	0	87,990	42,578.22	1,500.00	43,911.78	50.1%
70000 63400 Fees-Water	21,000	0	21,000	20,000.00	.00	1,000.00	95.2%
70000 63900 Fees-Misc	0	0	0	.00	675.00	-675.00	100.0%*
70000 64425 Ops-Landsc	3,150	0	3,150	1,750.00	1,449.00	-49.00	101.6%*
70000 64475 Ops-Materi	210,000	0	210,000	51,925.62	57,190.82	100,883.56	52.0%
70000 64575 Ops-PPE	15,750	0	15,750	4,143.93	1,759.84	9,846.23	37.5%
70000 64600 Ops-Postag	20,900	0	20,900	12,246.31	20,566.46	-11,912.77	157.0%*
70000 64675 Ops-Safety	5,250	0	5,250	-229.00	229.00	5,250.00	.0%
70000 64775 Ops-Tools	31,500	0	31,500	14,731.26	1,521.54	15,247.20	51.6%
70000 64800 Ops-Unifor	15,230	0	15,230	5,214.23	.00	10,015.77	34.2%
70000 64825 Ops-Vehicl	91,000	0	91,000	27,247.69	57,752.31	6,000.00	93.4%
70000 64990 Ops-Misc	0	0	0	203.44	.00	-203.44	100.0%*
70000 65000 Maint-Buil	31,500	0	31,500	13,475.36	2,933.80	15,090.84	52.1%
70000 65050 Maint-Equi	136,500	0	136,500	42,171.74	63,912.42	30,415.84	77.7%
70000 65350 Maint-Serv	672,000	0	672,000	153,549.90	9,724.28	508,725.82	24.3%
70000 65550 Maint-Vehi	94,500	0	94,500	21,761.42	11,844.55	60,894.03	35.6%
70000 65900 Maint-Misc	0	0	0	1,957.59	1,759.94	-3,717.53	100.0%*
70000 66000 Empl-Dues	3,990	0	3,990	.00	3,500.00	490.00	87.7%
70000 66100 Empl-Train	7,350	0	7,350	223.00	530.00	6,597.00	10.2%
70000 66200 Empl-Per D	1,580	0	1,580	40.00	.00	1,540.00	2.5%
70000 66500 Empl-Perso	210	0	210	146.76	35.75	27.49	86.9%
70000 67100 Util-Elect	584,450	0	584,450	181,327.86	568,672.14	-165,550.00	128.3%*
70000 67200 Util-Gas	5,220	0	5,220	157.19	3,842.81	1,220.00	76.6%
70000 67400 Util-Telep	41,640	0	41,640	10,717.56	47,939.94	-17,017.50	140.9%*

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04							
ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
700 Water & Sewer							
70000 67500 Util-Water	5,150	0	5,150	1,128.93	2,644.79	1,376.28	73.3%
70000 80300 Cap-Improv	80,850	0	80,850	.00	.00	80,850.00	.0%
70000 80400 Cap-Infras	4,986,156	979,904	5,966,060	849,633.72	652,291.55	4,464,135.07	25.2%
70000 80500 Cap-Equipm	400,000	500,000	900,000	44,493.00	150,602.00	704,905.00	21.7%
TOTAL Water	10,610,175	1,686,330	12,296,505	2,426,480.79	1,779,176.92	8,090,847.49	34.2%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04			ORIGINAL	TRANFRS/	REVISED	YTD	ENCUMBRANCES	AVAILABLE	PCT
ACCOUNTS FOR:			APPROP	ADJSTMTS	BUDGET	ACTUAL		BUDGET	USE/COL
700	Water & Sewer								
<b>70001 waste water</b>									
70001	50500	Labor-Regu	664,980	32,003	696,983	173,719.86	.00	523,263.14	24.9%
70001	51000	Labor-OT	15,454	-1,154	14,300	2,094.14	.00	12,205.86	14.6%
70001	51100	Labor-DT	0	0	0	2,007.20	.00	-2,007.20	100.0%*
70001	52000	Labor-Vaca	0	0	0	10,253.35	.00	-10,253.35	100.0%*
70001	52100	Labor-Holi	0	0	0	5,869.62	.00	-5,869.62	100.0%*
70001	53000	Labor-Sick	0	0	0	5,586.14	.00	-5,586.14	100.0%*
70001	54000	Labor-Othe	1,750	750	2,500	159.96	.00	2,340.04	6.4%
70001	55000	Labor-Allo	11,774	0	11,774	3,642.00	.00	8,132.00	30.9%
70001	56000	Labor-Heal	0	13,841	13,841	13,841.24	.00	.00	100.0%
70001	58000	Associated	152,513	0	152,513	37,342.62	.00	115,170.38	24.5%
70001	58100	Associated	50,677	3,327	54,004	15,465.92	.00	38,538.12	28.6%
70001	58200	Associated	71,821	3,459	75,280	20,772.69	.00	54,507.31	27.6%
70001	58300	Associated	13,304	640	13,944	3,868.64	.00	10,075.36	27.7%
70001	58900	Associated	100	0	100	23.00	.00	77.00	23.0%
70001	61200	ConProf-Ge	76,000	0	76,000	6,757.46	10,068.52	59,174.02	22.1%
70001	61900	ConProf-Mi	0	0	0	279.32	520.68	-800.00	100.0%*
70001	63300	Fees-Publi	1,050	0	1,050	.00	.00	1,050.00	.0%
70001	64475	Ops-Materi	94,500	0	94,500	5,687.60	10,444.47	78,367.93	17.1%
70001	64575	Ops-PPE	5,250	0	5,250	603.05	652.00	3,994.95	23.9%
70001	64600	Ops-Postag	30,000	0	30,000	9,433.54	20,566.46	.00	100.0%
70001	64775	Ops-Tools	31,500	0	31,500	3,751.14	.00	27,748.86	11.9%
70001	64800	Ops-Unifor	3,470	0	3,470	.00	3,590.15	-120.15	103.5%*
70001	64825	Ops-Vehicl	5,500	0	5,500	2,106.95	3,393.05	.00	100.0%
70001	65000	Maint-Buil	8,930	0	8,930	1,749.87	3,256.68	3,923.45	56.1%
70001	65050	Maint-Equi	210,000	0	210,000	75,620.59	14,552.41	119,827.00	42.9%
70001	65550	Maint-Vehi	5,250	0	5,250	3,505.64	.00	1,744.36	66.8%
70001	66000	Empl-Dues	1,680	0	1,680	.00	546.00	1,134.00	32.5%
70001	66100	Empl-Train	5,250	0	5,250	1,287.00	.00	3,963.00	24.5%
70001	66200	Empl-Per D	4,410	0	4,410	742.00	.00	3,668.00	16.8%
70001	66500	Empl-Perso	320	0	320	.00	.00	320.00	.0%
70001	67100	Util-Elect	144,000	0	144,000	30,714.64	105,155.36	8,130.00	94.4%
70001	67400	Util-Telep	5,250	0	5,250	1,421.80	3,600.89	227.31	95.7%
70001	67500	Util-Water	1,060	0	1,060	228.38	887.29	-55.67	105.3%*
70001	80400	Cap-Infras	675,000	0	675,000	.00	348,870.55	326,129.45	51.7%
70001	80500	Cap-Equipm	3,132,828	-688	3,132,140	.00	446,767.83	2,685,371.84	14.3%
<b>TOTAL Waste Water</b>			<b>5,423,621</b>	<b>52,178</b>	<b>5,475,799</b>	<b>438,535.36</b>	<b>972,872.34</b>	<b>4,064,391.25</b>	<b>25.8%</b>

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04			ORIGINAL	TRANFRS/	REVISED	YTD	ENCUMBRANCES	AVAILABLE	PCT
ACCOUNTS FOR:			APPROP	ADJSTMTS	BUDGET	ACTUAL		BUDGET	USE/COL
700	Water & Sewer								
<b>70002 Double Eagle</b>									
70002	50500	Labor-Regu	531,138	-4,569	526,569	143,379.37	.00	383,189.63	27.2%
70002	51000	Labor-OT	53,544	-840	52,704	22,794.74	.00	29,909.26	43.3%
70002	51100	Labor-DT	0	0	0	2,281.77	.00	-2,281.77	100.0%*
70002	52000	Labor-Vaca	0	0	0	8,655.10	.00	-8,655.10	100.0%*
70002	52100	Labor-Holi	0	0	0	2,760.08	.00	-2,760.08	100.0%*
70002	53000	Labor-Sick	0	0	0	4,784.27	.00	-4,784.27	100.0%*
70002	54000	Labor-Othe	1,750	250	2,000	279.50	.00	1,720.50	14.0%
70002	55000	Labor-Allo	8,295	-27	8,268	2,669.00	.00	5,599.00	32.3%
70002	56000	Labor-Heal	0	14,065	14,065	14,065.09	.00	.00	100.0%
70002	58000	Associated	119,127	-22,845	96,282	33,340.34	.00	62,941.66	34.6%
70002	58100	Associated	42,714	679	43,393	14,482.17	.00	28,910.81	33.4%
70002	58200	Associated	54,575	-596	53,979	16,754.25	.00	37,224.75	31.0%
70002	58300	Associated	10,110	-111	9,999	3,119.83	.00	6,879.17	31.2%
70002	58900	Associated	80	0	80	18.40	.00	61.60	23.0%
70002	61200	ConProf-Ge	105,800	0	105,800	1,211.37	25,805.63	78,783.00	25.5%
70002	64475	Ops-Materi	49,040	0	49,040	6,735.24	3,388.37	38,916.39	20.6%
70002	64575	Ops-PPE	5,250	0	5,250	946.04	590.60	3,713.36	29.3%
70002	64600	Ops-Postag	210	0	210	.00	.00	210.00	.0%
70002	64775	Ops-Tools	10,500	0	10,500	1,282.56	482.29	8,735.15	16.8%
70002	64800	Ops-Unifor	2,940	0	2,940	770.70	.00	2,169.30	26.2%
70002	64825	Ops-Vehicl	43,000	0	43,000	13,531.99	41,468.01	-12,000.00	127.9%*
70002	65050	Maint-Equi	73,500	0	73,500	8,851.21	5,443.00	59,205.79	19.4%
70002	65350	Maint-Serv	84,000	0	84,000	15,617.38	.00	68,382.62	18.6%
70002	65550	Maint-Vehi	35,000	0	35,000	4,759.09	830.58	29,410.33	16.0%
70002	66000	Empl-Dues	740	0	740	.00	500.00	240.00	67.6%
70002	66100	Empl-Train	3,150	0	3,150	.00	500.00	2,650.00	15.9%
70002	66200	Empl-Per D	1,000	0	1,000	.00	.00	1,000.00	.0%
70002	66500	Empl-Perso	420	0	420	.00	.00	420.00	.0%
70002	67100	Util-Elect	146,380	0	146,380	29,393.64	130,133.85	-13,147.49	109.0%*
70002	67200	Util-Gas	1,040	0	1,040	120.19	1,379.81	-460.00	144.2%*
70002	67400	Util-Telep	4,970	0	4,970	1,387.44	15,816.70	-12,234.14	346.2%*
70002	67500	Util-Water	530	0	530	102.82	922.90	-495.72	193.5%*
70002	80400	Cap-Infras	3,986,535	-14,515	3,972,020	67,329.29	3,448,806.44	455,884.42	88.5%
70002	80500	Cap-Equipm	150,000	0	150,000	.00	.00	150,000.00	.0%
TOTAL Double Eagle			5,525,338	-28,509	5,496,829	421,422.87	3,676,068.18	1,399,338.17	74.5%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04			ORIGINAL	TRANFRS/	REVISED	YTD	ENCUMBRANCES	AVAILABLE	PCT
ACCOUNTS FOR:			APPROP	ADJSTMTS	BUDGET	ACTUAL		BUDGET	USE/COL
700	Water & Sewer								
<b>70003 Collection System</b>									
70003	50500	Labor-Regu	379,124	28,665	407,789	93,605.30	.00	314,183.70	23.0%
70003	51000	Labor-OT	52,300	4,925	57,225	6,453.96	.00	50,771.04	11.3%
70003	52000	Labor-Vaca	0	0	0	6,018.70	.00	-6,018.70	100.0%*
70003	52100	Labor-Holi	0	0	0	2,763.52	.00	-2,763.52	100.0%*
70003	53000	Labor-Sick	0	0	0	5,564.54	.00	-5,564.54	100.0%*
70003	54000	Labor-Othe	1,250	250	1,500	124.00	.00	1,376.00	8.3%
70003	55000	Labor-Allo	7,667	-27	7,640	2,105.00	.00	5,535.00	27.6%
70003	56000	Labor-Heal	0	8,516	8,516	8,515.63	.00	.00	100.0%
70003	58000	Associated	77,161	17,115	94,276	22,880.48	.00	71,395.52	24.3%
70003	58100	Associated	32,263	2,800	35,063	8,977.07	.00	26,086.38	25.6%
70003	58200	Associated	40,948	3,095	44,043	11,595.77	.00	32,447.23	26.3%
70003	58300	Associated	7,585	575	8,160	2,159.05	.00	6,000.95	26.5%
70003	58900	Associated	60	0	60	13.80	.00	46.20	23.0%
70003	61200	ConProf-Ge	32,350	0	32,350	425.72	22,591.28	9,333.00	71.1%
70003	61900	ConProf-Mi	0	0	0	.00	645.00	-645.00	100.0%*
70003	64475	Ops-Materi	34,650	0	34,650	2,811.92	177.73	31,660.35	8.6%
70003	64600	Ops-Postag	0	0	0	538.14	.00	-538.14	100.0%*
70003	64775	Ops-Tools	15,750	0	15,750	229.03	973.79	14,547.18	7.6%
70003	64800	Ops-Unifor	3,360	0	3,360	1,230.04	.00	2,129.96	36.6%
70003	64825	Ops-Vehicl	53,000	0	53,000	16,279.16	38,720.84	-2,000.00	103.8%*
70003	65000	Maint-Buil	10,500	0	10,500	9.23	.00	10,490.77	.1%
70003	65050	Maint-Equi	42,000	0	42,000	4,427.33	69,307.76	-31,735.09	175.6%*
70003	65350	Maint-Serv	78,750	0	78,750	10,487.84	1,652.19	66,609.97	15.4%
70003	65550	Maint-Vehi	31,500	0	31,500	14,459.74	6,521.52	10,518.74	66.6%
70003	66000	Empl-Dues	740	0	740	.00	735.00	5.00	99.3%
70003	66100	Empl-Train	5,250	0	5,250	960.00	5,000.00	-710.00	113.5%*
70003	66200	Empl-Per D	1,680	0	1,680	1,108.00	.00	572.00	66.0%
70003	66500	Empl-Perso	530	0	530	238.89	550.00	-258.89	148.8%*
70003	66600	Empl-Servi	110	0	110	.00	.00	110.00	.0%
70003	67100	Util-Elect	76,000	0	76,000	11,360.98	78,639.02	-14,000.00	118.4%*
70003	67400	Util-Telep	10,500	0	10,500	683.40	14,642.80	-4,826.20	146.0%*
70003	67500	Util-water	13,770	0	13,770	5,081.63	10,975.81	-2,287.44	116.6%*
70003	80300	Cap-Improv	4,495,693	193,334	4,689,027	610,506.24	2,362,269.37	1,716,251.78	63.4%
70003	80400	Cap-Infras	6,577,263	1,872,474	8,449,737	75.18	199,774.12	8,249,887.86	2.4%
70003	80500	Cap-Equipm	135,000	0	135,000	86,849.00	.00	48,151.00	64.3%
TOTAL Collection System			12,216,754	2,131,723	14,348,477	938,538.29	2,813,176.23	10,596,762.11	26.1%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT	
700 Water & Sewer	APPROP	ADJSTMNTS	BUDGET	YTD	ACTUAL	ENCUMBRANCES	BUDGET	USE/COL	
<b>70004 Lab Environmental Services</b>									
70004 50500 Labor-Regu	258,754	4,956	263,710	68,131.50		.00	195,578.50	25.8%	
70004 51000 Labor-OT	4,396	158	4,554	292.13		.00	4,261.87	6.4%	
70004 51100 Labor-DT	0	0	0	1,220.80		.00	-1,220.80	100.0%*	
70004 52000 Labor-Vaca	0	0	0	6,267.94		.00	-6,267.94	100.0%*	
70004 52100 Labor-Holi	0	0	0	2,603.68		.00	-2,603.68	100.0%*	
70004 53000 Labor-Sick	0	0	0	4,128.23		.00	-4,128.23	100.0%*	
70004 54000 Labor-Othe	750	0	750	.00		.00	750.00	.0%	
70004 55000 Labor-Allo	3,533	-27	3,506	1,098.00		.00	2,408.00	31.3%	
70004 56000 Labor-Heal	0	8,532	8,532	8,531.55		.00	.00	100.0%	
70004 58000 Associated	57,906	0	57,906	18,616.90		.00	39,289.10	32.2%	
70004 58100 Associated	18,923	1,044	19,967	6,576.84		.00	13,389.82	32.9%	
70004 58200 Associated	27,677	526	28,203	8,668.70		.00	19,534.30	30.7%	
70004 58300 Associated	5,127	97	5,224	1,614.35		.00	3,609.65	30.9%	
70004 58900 Associated	30	0	30	6.90		.00	23.10	23.0%	
70004 61200 ConProf-Ge	6,440	0	6,440	2,204.53		4,185.34	50.13	99.2%	
70004 64475 Ops-Materi	26,250	0	26,250	7,705.10		5,177.24	13,367.66	49.1%	
70004 64600 Ops-Postag	1,580	0	1,580	7.83		.00	1,572.17	.5%	
70004 64800 Ops-Unifor	1,050	0	1,050	.00		1,428.15	-378.15	136.0%*	
70004 64825 Ops-Vehicl	1,400	0	1,400	.00		.00	1,400.00	.0%	
70004 65000 Maint-Buil	2,100	0	2,100	1,243.30		.00	856.70	59.2%	
70004 65050 Maint-Equi	1,050	0	1,050	389.60		.00	660.40	37.1%	
70004 65550 Maint-Vehi	210	0	210	43.03		.00	166.97	20.5%	
70004 66000 Empl-Dues	420	0	420	100.00		234.00	86.00	79.5%	
70004 66100 Empl-Train	1,580	0	1,580	1,080.00		.00	500.00	68.4%	
70004 66200 Empl-Per D	1,050	0	1,050	1,382.42		231.50	-563.92	153.7%*	
70004 66500 Empl-Perso	110	0	110	.00		.00	110.00	.0%	
70004 67400 Util-Telep	530	0	530	120.38		379.62	30.00	94.3%	
70004 80500 Cap-Equipm	58,500	0	58,500	.00		.00	58,500.00	.0%	
TOTAL Lab Environmental Services	479,366	15,285	494,651	142,033.71		11,635.85	340,981.65	31.1%	
TOTAL Water & Sewer	12,557,771	149,940	12,707,711	-3,227,181.94		9,252,929.52	6,681,963.13	47.4%	
TOTAL REVENUES	-21,947,483	-3,707,068	-25,654,551	-7,844,192.96		.00	-17,810,357.54		
TOTAL EXPENSES	34,505,254	3,857,007	38,362,261	4,617,011.02		9,252,929.52	24,492,320.67		

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
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720 Solid Waste Disposal

720 30040	GRTR-Envir	-1,219,136	0	-1,219,136	-495,090.79	.00	-724,045.21	40.6%*
720 34100	Services-S	-7,300,000	0	-7,300,000	-2,663,524.13	.00	-4,636,475.87	36.5%*
720 38013	Misc-Scrap	-10,000	0	-10,000	-8,365.00	.00	-1,635.00	83.7%*
720 40000	Trans-IN	0	-32,290	-32,290	-32,290.31	.00	.00	100.0%
720 45000	Transfer-T	1,251,000	3,090,000	4,341,000	4,341,000.00	.00	.00	100.0%
TOTAL Solid waste Disposal		-7,278,136	3,057,710	-4,220,426	1,141,729.77	.00	-5,362,156.08	-27.1%



YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMNTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
720 Solid Waste Disposal							
<b>72030 Solid waste Disposal</b>							
72030 50500 Labor-Regu	1,488,674	60,824	1,549,498	355,274.46	.00	1,194,223.54	22.9%
72030 51000 Labor-OT	129,350	-57,410	71,940	73,940.44	.00	-2,000.44	102.8%*
72030 51100 Labor-DT	0	0	0	13,229.05	.00	-13,229.05	100.0%*
72030 52000 Labor-Vaca	0	0	0	23,477.72	.00	-23,477.72	100.0%*
72030 52100 Labor-Holi	0	0	0	11,619.00	.00	-11,619.00	100.0%*
72030 53000 Labor-Sick	0	0	0	12,595.51	.00	-12,595.51	100.0%*
72030 54000 Labor-Othe	3,750	2,750	6,500	412.23	.00	6,087.77	6.3%
72030 55000 Labor-Allo	31,215	-27	31,188	8,371.40	.00	22,816.60	26.8%
72030 56000 Labor-Heal	0	30,269	30,269	30,268.69	.00	.00	100.0%
72030 58000 Associated	335,012	-33,055	301,957	81,531.68	.00	220,425.32	27.0%
72030 58100 Associated	121,533	2,395	123,928	38,330.36	.00	85,597.26	30.9%
72030 58200 Associated	160,548	6,560	167,108	42,488.72	.00	124,619.28	25.4%
72030 58300 Associated	29,740	1,217	30,957	7,910.59	.00	23,046.41	25.6%
72030 58900 Associated	260	0	260	54.90	.00	205.10	21.1%
72030 61200 ConProf-Ge	140,000	0	140,000	31,441.15	1,901.59	106,657.26	23.8%
72030 61500 ConProf-Ho	70,000	0	70,000	22,540.74	16,732.47	30,726.79	56.1%
72030 63225 Fees-NMTRD	58,000	0	58,000	18,786.61	.00	39,213.39	32.4%
72030 64425 Ops-Landsc	1,050	0	1,050	.00	.00	1,050.00	.0%
72030 64475 Ops-Materi	50,000	0	50,000	23,961.39	6,273.02	19,765.59	60.5%
72030 64600 Ops-Postag	26,250	0	26,250	10,009.60	20,566.46	-4,326.06	116.5%*
72030 64750 Ops-SWD Co	600,000	0	600,000	.00	150,720.59	449,279.41	25.1%
72030 64775 Ops-Tools	31,500	0	31,500	1,166.80	.00	30,333.20	3.7%
72030 64800 Ops-Unifor	9,870	0	9,870	4,740.39	.00	5,129.61	48.0%
72030 64825 Ops-Vehicl	485,000	0	485,000	136,126.28	333,873.72	15,000.00	96.9%
72030 65000 Maint-Buil	5,250	0	5,250	877.00	54.00	4,319.00	17.7%
72030 65050 Maint-Equi	840	0	840	3,224.32	89.50	-2,473.82	394.5%*
72030 65400 Maint-SWD	88,200	0	88,200	6,550.00	.00	81,650.00	7.4%
72030 65550 Maint-Vehi	555,000	0	555,000	153,161.92	84,153.20	317,684.88	42.8%
72030 66000 Empl-Dues	530	0	530	200.00	.00	330.00	37.7%
72030 66100 Empl-Train	10,000	0	10,000	1,013.36	.00	8,986.64	10.1%
72030 66200 Empl-Per D	840	0	840	1,479.00	.00	-639.00	176.1%*
72030 66500 Empl-Perso	3,050	0	3,050	1,470.71	4,093.73	-2,514.44	182.4%*
72030 67100 Util-Elect	1,050	0	1,050	.00	.00	1,050.00	.0%
72030 67400 Util-Telep	740	0	740	62.97	337.03	340.00	54.1%
72030 67500 Util-Water	1,050	0	1,050	302.78	572.90	174.32	83.4%
72030 80400 Cap-Infras	125,000	0	125,000	.00	.00	125,000.00	.0%
72030 80500 Cap-Equipm	3,674,702	0	3,674,702	87,986.77	2,285,582.74	1,301,132.49	64.6%
TOTAL Solid waste Disposal	8,238,004	13,522	8,251,526	1,204,606.54	2,904,950.95	4,141,968.82	49.8%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
720 Solid waste Disposal	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES		BUDGET	USE/COL
<b>72031 Sandpoint Landfill</b>								
72031 64400 ops-Landfi	1,000,000	0	1,000,000	163,536.52	1,565,085.62		-728,622.14	172.9%*
TOTAL Sandpoint Landfill	1,000,000	0	1,000,000	163,536.52	1,565,085.62		-728,622.14	172.9%
TOTAL Solid Waste Disposal	1,959,868	3,071,232	5,031,100	2,509,872.83	4,470,036.57		-1,948,809.40	138.7%
TOTAL REVENUES	-8,529,136	-32,290	-8,561,426	-3,199,270.23	.00		-5,362,156.08	
TOTAL EXPENSES	10,489,004	3,103,522	13,592,526	5,709,143.06	4,470,036.57		3,413,346.68	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
750 Special Museum	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES		BUDGET	USE/COL
<b>750 Special Museum</b>								
750 33003 Fees-Class	-1,000	0	-1,000	45.00	.00		-1,045.00	-4.5%*
750 38090 Misc-All O	-6,000	0	-6,000	-2,076.30	.00		-3,923.70	34.6%*
TOTAL Special Museum	-7,000	0	-7,000	-2,031.30	.00		-4,968.70	29.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
750 Special Museum	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES		BUDGET	USE/COL
<b>75060 Special Museum</b>								
75060 61200 ConProf-Ge	1,000	0	1,000	51.99	.00		948.01	5.2%
75060 64475 Ops-Materi	14,000	0	14,000	2,287.74	.00		11,712.26	16.3%
TOTAL Special Museum	15,000	0	15,000	2,339.73	.00		12,660.27	15.6%
TOTAL Special Museum	8,000	0	8,000	308.43	.00		7,691.57	3.9%
TOTAL REVENUES	-7,000	0	-7,000	-2,031.30	.00		-4,968.70	
TOTAL EXPENSES	15,000	0	15,000	2,339.73	.00		12,660.27	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
790 Golf Pro Shop							
<b>790 Golf Pro Shop</b>							
790 32130 Permits-Go	-10,000	10,000	0	.00	.00	.00	.0%
790 33005 Fees-Golf	-380,000	380,000	0	.00	.00	.00	.0%
790 33011 Fees-NSF	0	0	0	-10.00	.00	10.00	100.0%
790 33024 Fees-RB/CT	-260,000	0	-260,000	-160,011.00	.00	-99,989.00	61.5%*
790 33028 Fees-Tourn	-95,000	0	-95,000	-12,816.50	.00	-82,183.50	13.5%*
790 33030 Fees-Mini	-12,000	0	-12,000	-16,319.04	.00	4,319.04	136.0%
790 34320 Concession	-25,000	0	-25,000	-20,145.25	.00	-4,854.75	80.6%*
790 38007 Misc-Long/	0	0	0	-350.00	.00	350.00	100.0%
790 38012 Misc-Reimb	0	0	0	-1,400.00	.00	1,400.00	100.0%
790 38020 Misc-Alcoh	-145,000	0	-145,000	-87,332.38	.00	-57,667.62	60.2%*
790 38025 Misc-Golf	-190,000	0	-190,000	-172,675.24	.00	-17,324.76	90.9%*
790 40000 Trans-IN	0	-5,276	-5,276	-5,276.16	.00	.00	100.0%
790 45000 Transfer-T	50,000	0	50,000	50,000.00	.00	.00	100.0%
TOTAL Golf Pro Shop	-1,067,000	384,724	-682,276	-426,335.57	.00	-255,940.59	62.5%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD	ENCUMBRANCES	AVAILABLE	PCT	
790 Golf Pro Shop	APPROP	ADJSTMNTS	BUDGET	ACTUAL		BUDGET	USE/COL	
<b>79090 Golf Pro Shop</b>								
79090 50500 Labor-Regu	0	319,610	319,610	69,559.57	.00	250,050.43	21.8%	
79090 51000 Labor-OT	0	22,759	22,759	2,947.42	.00	19,811.58	13.0%	
79090 52000 Labor-Vaca	0	0	0	715.12	.00	-715.12	100.0%*	
79090 52100 Labor-Holi	0	0	0	1,133.44	.00	-1,133.44	100.0%*	
79090 53000 Labor-Sick	0	0	0	94.16	.00	-94.16	100.0%*	
79090 54000 Labor-Othe	0	1,250	1,250	.00	.00	1,250.00	.0%	
79090 55000 Labor-Allo	0	750	750	156.25	.00	593.75	20.8%	
79090 56000 Labor-Heal	0	4,901	4,901	4,901.22	.00	.00	100.0%	
79090 58000 Associated	0	57,098	57,098	12,367.17	.00	44,730.83	21.7%	
79090 58100 Associated	0	26,017	26,017	5,852.00	.00	20,164.94	22.5%	
79090 58200 Associated	0	26,871	26,871	6,120.65	.00	20,750.35	22.8%	
79090 58300 Associated	0	4,977	4,977	1,133.40	.00	3,843.60	22.8%	
79090 58900 Associated	0	74	74	18.40	.00	55.60	24.9%	
79090 61200 ConProf-Ge	103,100	0	103,100	19,404.07	45,795.93	37,900.00	63.2%	
79090 64125 Ops-Conces	20,000	0	20,000	9,933.71	2,340.64	7,725.65	61.4%	
79090 64310 Ops-Golf M	300,000	0	300,000	102,526.05	120,307.02	77,166.93	74.3%	
79090 64315 Ops-Golf A	105,000	0	105,000	36,499.30	5,146.52	63,354.18	39.7%	
79090 64475 Ops-Materi	15,500	0	15,500	17,303.13	27,486.72	-29,289.85	289.0%*	
79090 64780 Ops-Tourna	75,000	0	75,000	-708.48	.00	75,708.48	-.9%	
79090 64800 Ops-Unifor	1,050	0	1,050	.00	.00	1,050.00	.0%	
79090 64825 Ops-VeFuel	1,000	0	1,000	143.59	856.37	.04	100.0%	
79090 65000 Maint-Buil	5,250	0	5,250	4,332.17	739.00	178.83	96.6%	
79090 65050 Maint-Equi	1,050	0	1,050	1,533.28	970.44	-1,453.72	238.4%*	
79090 65550 Maint-Vehi	4,000	0	4,000	339.50	.00	3,660.50	8.5%	
79090 66000 Empl-Dues	500	0	500	.00	.00	500.00	.0%	
79090 66100 Empl-Train	1,000	0	1,000	.00	.00	1,000.00	.0%	
79090 66200 Empl-Per D	1,000	0	1,000	.00	.00	1,000.00	.0%	
79090 66500 Empl-Perso	1,000	0	1,000	.00	.00	1,000.00	.0%	
79090 67100 Util-Elect	13,000	0	13,000	4,773.62	8,222.38	4.00	100.0%	
79090 67200 Util-Gas	3,500	0	3,500	112.07	3,379.93	8.00	99.8%	
79090 67400 Util-Telep	8,900	0	8,900	2,821.48	6,343.04	-264.52	103.0%*	
79090 67500 Util-Water	4,000	0	4,000	1,281.42	2,717.58	1.00	100.0%	
79090 80300 Cap-Improv	215,000	-215,000	0	.00	.00	.00	.0%	
79090 80500 Cap-Equipm	293,500	-283,500	10,000	9,217.92	.00	782.08	92.2%	
TOTAL Golf Pro Shop	1,172,350	-34,193	1,138,157	314,511.63	224,305.57	599,339.96	47.3%	
TOTAL Golf Pro Shop	105,350	350,531	455,881	-111,823.94	224,305.57	343,399.37	24.7%	
TOTAL REVENUES	-1,117,000	384,724	-732,276	-476,335.57	.00	-255,940.59		
TOTAL EXPENSES	1,222,350	-34,193	1,188,157	364,511.63	224,305.57	599,339.96		

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
850 NMFA-Water & Sewer	APPROP	ADJSTMTS	BUDGET	YTD	ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
<b>850 NMFA-Water &amp; Sewer</b>								
850 36040 Interest-M	0	0	0	-6,952.23		.00	6,952.23	100.0%
850 40000 Trans-IN	0	-9,000,000	-9,000,000	-9,000,000.00		.00	.00	100.0%
TOTAL NMFA-Water & Sewer	0	-9,000,000	-9,000,000	-9,006,952.23		.00	6,952.23	100.1%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
850 NMFA-Water & Sewer	APPROP	ADJSTMTS	BUDGET	YTD	ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
<b>85050 NMFA-Water &amp; Sewer</b>								
85050 69000 Debt-Princ	1,668,362	0	1,668,362	939,974.67		.00	728,387.33	56.3%
85050 69100 Debt-Inter	383,118	0	383,118	80,922.04		.00	302,195.85	21.1%
85050 69200 Debt-Loan	0	0	0	69,490.68		.00	-69,490.68	100.0%*
TOTAL NMFA-Water & Sewer	2,051,480	0	2,051,480	1,090,387.39		.00	961,092.50	53.2%
TOTAL NMFA-Water & Sewer	2,051,480	-9,000,000	-6,948,520	-7,916,564.84		.00	968,044.73	113.9%
TOTAL REVENUES	0	-9,000,000	-9,000,000	-9,006,952.23		.00	6,952.23	
TOTAL EXPENSES	2,051,480	0	2,051,480	1,090,387.39		.00	961,092.50	



YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
900 Permanent W&S							
<b>900 Permanent W&amp;S</b>							
900 36000 Interest-C	0	0	0	-121,277.46	.00	121,277.46	100.0%
TOTAL Permanent W&S	0	0	0	-121,277.46	.00	121,277.46	100.0%
TOTAL Permanent W&S	0	0	0	-121,277.46	.00	121,277.46	100.0%
TOTAL REVENUES	0	0	0	-121,277.46	.00	121,277.46	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
980 ELEA							
<b>980 ELEA</b>							
980 38090 Misc-All o	-112,500	0	-112,500	-100,000.00	.00	-12,500.00	88.9%*
TOTAL ELEA	-112,500	0	-112,500	-100,000.00	.00	-12,500.00	88.9%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
980 ELEA							
<b>98080 ELEA</b>							
98080 60270 Insur-Prop	6,000	0	6,000	.00	.00	6,000.00	.0%
98080 61550 ConProf-Le	22,000	0	22,000	2,280.00	.00	19,720.00	10.4%
98080 61800 ConProf-Mi	7,000	0	7,000	.00	6,500.00	500.00	92.9%
98080 61900 ConProf-Co	60,000	0	60,000	.00	.00	60,000.00	.0%
98080 63300 Fees-Publi	3,000	0	3,000	185.83	194.69	2,619.48	12.7%
98080 64475 Ops-Materi	2,000	0	2,000	.00	.00	2,000.00	.0%
98080 66200 Empl-Per D	20,000	0	20,000	.00	.00	20,000.00	.0%
TOTAL ELEA	120,000	0	120,000	2,465.83	6,694.69	110,839.48	7.6%
TOTAL ELEA	7,500	0	7,500	-97,534.17	6,694.69	98,339.48	-1211.2%
TOTAL REVENUES	-112,500	0	-112,500	-100,000.00	.00	-12,500.00	
TOTAL EXPENSES	120,000	0	120,000	2,465.83	6,694.69	110,839.48	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	30,280,011	9,511,626	39,791,637	-10,259,518.01	32,693,904.13	17,357,250.93	56.4%

\*\* END OF REPORT - Generated by Melissa Salcido \*\*

## **13. Check Register for Current Period ONLY**

City of Carlsbad  
Check Register  
October 2023

VENDOR	NAME	NAME2	DBA	CITY	STATE	P.O.	CHECK NO	INVOICE NET	INVOICE DESCRIPTION	CHECK DATE
12830	4 ELEMENTS AUTOMOTIVE	DIESEL REPAIR		CARLSBAD	NM	22402691	1002279	2,074.18	#14133 making loud noise, stalling and A/C quit	10/13/2023
12830	4 ELEMENTS AUTOMOTIVE	DIESEL REPAIR		CARLSBAD	NM	22402957	1002344	3,539.72	405 - DIAGNOSE AND REPAIR(TH)/D	10/27/2023
7558	4 RIVERS EQUIPMENT	4 RIVERS HOLDINGS LLC		GREELEY	CO	22402905	1002312	322.77	Door glass for JD Backhoe	10/20/2023
7558	4 RIVERS EQUIPMENT	4 RIVERS HOLDINGS LLC		GREELEY	CO	22400800	1002345	8,556.93	Replacement engine and associated labor	10/27/2023
7558	4 RIVERS EQUIPMENT	4 RIVERS HOLDINGS LLC		GREELEY	CO	22402777	1002345	2,175.00	TOOLS NEEDED FOR STREET DEPT	10/27/2023
835	535 GROUP LLC			MCLEAN	VA	22400405	1002233	5,000.00	Annual Lobbying Services	10/6/2023
417	90 DEGREE BENEFITS			LUBBOCK	TX	406413		110,027.16	Admin Fees	10/6/2023
148	A & S ENTERPRISES INC			ALBUQUERQUE	NM	22307036	1002313	24,750.00	Mission Scada for Tatum/Sole Source scanned	10/20/2023
1001	ACUSHNET COMPANY			BOSTON	MA	22402375	314815	1,203.84	Titleist Pre-Book 2024 Season	10/6/2023
1001	ACUSHNET COMPANY			BOSTON	MA	22402375	314815	6,828.95	Titleist Pre-Book 2024 Season	10/6/2023
1001	ACUSHNET COMPANY			BOSTON	MA	22402220	314815	119.78	Titleist Demo Club Order	10/6/2023
1001	ACUSHNET COMPANY			BOSTON	MA	22402375	314815	296.89	Titleist Pre-Book 2024 Season	10/6/2023
1001	ACUSHNET COMPANY			BOSTON	MA	22402375	314815	247.59	Titleist Pre-Book 2024 Season	10/6/2023
1001	ACUSHNET COMPANY			BOSTON	MA	22402375	314815	261.34	Titleist Pre-Book 2024 Season	10/6/2023
1001	ACUSHNET COMPANY			BOSTON	MA	22402481	314815	296.89	Pro Shop Merchandise	10/6/2023
1001	ACUSHNET COMPANY			BOSTON	MA	22402481	314815	435.16	Pro Shop Merchandise	10/6/2023
1001	ACUSHNET COMPANY			BOSTON	MA	22402481	314815	310.28	Pro Shop Merchandise	10/6/2023
1001	ACUSHNET COMPANY			BOSTON	MA	22402481	314815	315.00	Pro Shop Merchandise	10/6/2023
1001	ACUSHNET COMPANY			BOSTON	MA	22402375	314815	897.11	Titleist Pre-Book 2024 Season	10/6/2023
1001	ACUSHNET COMPANY			BOSTON	MA	22401670	314954	100.89	Pro Shop Merchandise	10/13/2023
1001	ACUSHNET COMPANY			BOSTON	MA	22402127	314955	1,543.92	Pro Shop Merchandise	10/13/2023
1001	ACUSHNET COMPANY			BOSTON	MA	22402375	315056	296.88	Titleist Pre-Book 2024 Season	10/20/2023
1001	ACUSHNET COMPANY			BOSTON	MA	22402375	315056	263.47	Titleist Pre-Book 2024 Season	10/20/2023
1001	ACUSHNET COMPANY			BOSTON	MA	22402375	315057	614.78	Titleist Pre-Book 2024 Season	10/20/2023
1001	ACUSHNET COMPANY			BOSTON	MA	22402375	315057	1,542.10	Titleist Pre-Book 2024 Season	10/20/2023
1001	ACUSHNET COMPANY			BOSTON	MA	22402481	315218	966.46	Pro Shop Merchandise	10/31/2023
1001	ACUSHNET COMPANY			BOSTON	MA	22402341	315218	275.63	Custom Order for Customer Matt Castro	10/31/2023
1401	ADAM V WEIS	EDUCATE STATION LLC		PETALUMA	CA	22402795	314982	400.00	Database for library patrons	10/13/2023
64	ADMIN OFFICE OF THE COURTS			SANTA FE	NM		314956	4,822.00	Fees collected in September 2023	10/13/2023
1033	ADMIRAL BEVERAGE CORP			ALBUQUERQUE	NM	22402483	314816	156.00	Alcohol for Pro Shop	10/6/2023
1033	ADMIRAL BEVERAGE CORP			ALBUQUERQUE	NM	22402483	314816	1,654.54	Alcohol for Pro Shop	10/6/2023
1033	ADMIRAL BEVERAGE CORP			ALBUQUERQUE	NM	22402791	315058	887.04	Alcohol for Pro Shop	10/20/2023
1033	ADMIRAL BEVERAGE CORP			ALBUQUERQUE	NM	22402791	315058	156.00	Alcohol for Pro Shop	10/20/2023
14039	ADRIAN R RODRIGUEZ			CARLSBAD	NM		1002235	117.52	Travel to Alamogordo- PD	10/6/2023
11317	ADVANCE AUTO PARTS	GENERAL PARTS DISTRIBUTION LLC		RALEIGH	NC	22402643	314817	456.00	DEF for FD units	10/6/2023
11317	ADVANCE AUTO PARTS	GENERAL PARTS DISTRIBUTION LLC		RALEIGH	NC	22402677	314957	137.07	PD unit 1905 Starter	10/13/2023
11317	ADVANCE AUTO PARTS	GENERAL PARTS DISTRIBUTION LLC		RALEIGH	NC	22402710	314957	1,628.22	Grease for both ladder trucks	10/13/2023
11317	ADVANCE AUTO PARTS	GENERAL PARTS DISTRIBUTION LLC		RALEIGH	NC	22402644	314957	53.80	2003 - LUG NUT &STUD(TH)/P/D	10/13/2023
11317	ADVANCE AUTO PARTS	GENERAL PARTS DISTRIBUTION LLC		RALEIGH	NC	22402758	315059	67.82	UT-1 Coolant temp sensor	10/20/2023
11317	ADVANCE AUTO PARTS	GENERAL PARTS DISTRIBUTION LLC		RALEIGH	NC	22402883	315059	294.90	CABIN FILTERS FOR NEW EXPLORES(TH)/P/D	10/20/2023
11317	ADVANCE AUTO PARTS	GENERAL PARTS DISTRIBUTION LLC		RALEIGH	NC	22402944	315059	81.23	1511 - BRAKES(TH)/P/D	10/20/2023
11317	ADVANCE AUTO PARTS	GENERAL PARTS DISTRIBUTION LLC		RALEIGH	NC	22402964	315140	53.73	402 Coolant hose O-ring kits	10/27/2023
11317	ADVANCE AUTO PARTS	GENERAL PARTS DISTRIBUTION LLC		RALEIGH	NC	22402907	315140	51.96	PD 2308 Ford Maverick Air filters	10/27/2023
11317	ADVANCE AUTO PARTS	GENERAL PARTS DISTRIBUTION LLC		RALEIGH	NC	22403101	315219	5.97	E-1 Switch for scene lights	10/31/2023
11317	ADVANCE AUTO PARTS	GENERAL PARTS DISTRIBUTION LLC		RALEIGH	NC	22403122	315219	17.85	E-1 Solder for scene lights	10/31/2023
11317	ADVANCE AUTO PARTS	GENERAL PARTS DISTRIBUTION LLC		RALEIGH	NC	22400378	315219	5.15	HOSE, FITTINGS & ETC FOR SW UNITS	10/31/2023
5276	ADVANCED CHEMICAL TRANSPORT INC.			SAN JOSE	CA	22303071	314818	22,088.62	Household Hazardous waste day	10/6/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400063	1002236	48.33	Pest Control Services All Stations	10/6/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400335	1002236	48.33	Pest Control Services for FY July 2023/ June 2024	10/6/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400034	1002236	48.33	Pest control for Transit Bldng 7/23 through 6/24	10/6/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22401390	1002236	161.09	Station 1 Rodent Issue	10/6/2023

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11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400063	1002236	193.31	Pest Control Services All Stations	10/6/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400335	1002236	48.33	Pest Control Services for FY July 2023/ June 2024	10/6/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400063	1002236	48.33	Pest Control Services All Stations	10/6/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400876	1002280	214.79	FY 2023-2024 - Rodent Treatment ARSC	10/13/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400641	1002280	69.81	Annual Pest Control Services at WWTP EST 2023/2024	10/13/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400032	1002280	64.44	FY 2024 - Pest Control	10/13/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400032	1002280	48.33	FY 2024 - Pest Control	10/13/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400355	1002280	48.33	Pest Control 2023-2024	10/13/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400830	1002280	48.33	Pest Control for Pro Shop July 2023-June 2024	10/13/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400507	1002280	64.44	pest control services	10/13/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22401370	1002280	429.58	Station 2 Termite Renewal	10/13/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400249	1002314	48.33	PEST CONTROL SERVICE WATER & WAREHOUSE DEPT 23/24	10/20/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400578	1002314	48.33	FY24 Pest Control Service for Cavern Theatre	10/20/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400076	1002314	64.44	FY24 Pest Control Service for City Hall	10/20/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400033	1002314	69.81	Pest Control for the library/museum	10/20/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400246	1002315	48.33	Pest Control for FY: July 2023-June 2024	10/20/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400933	1002315	48.33	ANNUAL PEST CONTROL SERVICES FY 7/23-7/24	10/20/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400899	1002315	48.33	FY24 Pest control services	10/20/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400245	1002315	48.33	Pest Control Services for PW out buildings	10/20/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400908	1002315	134.25	FY 2023-2024 - Annual Pest Control Serv	10/20/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400507	1002315	48.33	pest control services	10/20/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22401369	1002346	75.18	Station 6 Rodent Issue	10/27/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22401369	1002346	48.33	Station 6 Rodent Issue	10/27/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400063	1002347	48.33	Pest Control Services All Stations	10/27/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22401346	1002347	177.20	Station 2 Rodent Control	10/27/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400333	1002347	74.10	FY24 Pest Control at Terminal Building	10/27/2023
11012	ADVANCED PEST AND WEED	MANAGEMENT LLC		OKLAHOMA CITY	OK	22400507	1002381	64.44	pest control services	10/31/2023
1568	AFC, LLC		ALBUQUERQUE FENCE COMPANY	ALBUQUERQUE	NM	22306254	29295	130,875.36	Fencing for Median Improvements on Airport RD.	10/13/2023
11144	AFFIRMING HEART VICTIM SERVICES			CARLSBAD	NM	22400533	1002316	5,000.00	Annual Services for Child Advocacy Services	10/20/2023
15713	ALBERT MOISA			CARLSBAD	NM		314819	662.00	Travel to ABQ- Solid Waste	10/6/2023
78	ALBERTSON'S #907			AMARILLO	TX	22402423	314820	36.99	Mayor's Event refreshments	10/6/2023
78	ALBERTSON'S #907			AMARILLO	TX	22402201	314820	115.99	Mayors event supplies and food	10/6/2023
78	ALBERTSON'S #907			AMARILLO	TX	22402201	314820	334.49	Mayors event supplies and food	10/6/2023
78	ALBERTSON'S #907			AMARILLO	TX	22402016	314820	173.23	Concessions - case of water	10/6/2023
78	ALBERTSON'S #907			AMARILLO	TX	22402602	314820	508.89	breast cancer event awareness event Oct 4	10/6/2023
78	ALBERTSON'S #907			AMARILLO	TX	22402621	314820	161.83	October 4, 2023 breast cancer community awareness	10/6/2023
78	ALBERTSON'S #907			AMARILLO	TX	22402848	315060	174.12	dia de los muertos Nov 2 community event trick Oct	10/20/2023
873	ALI M MORALES		MORALES LEGAL SERVICES LLC	ALBUQUERQUE	NM	22400463	315138	1,063.12	Annual	10/27/2023
873	ALI M MORALES		MORALES LEGAL SERVICES LLC	ALBUQUERQUE	NM	22400463	315138	1,063.12	Annual	10/27/2023
873	ALI M MORALES		MORALES LEGAL SERVICES LLC	ALBUQUERQUE	NM	22400463	315138	1,063.12	Annual	10/27/2023
948	ALPHA-PURE SERVICES			CARLSBAD	NM	22400371	314821	3,916.66	Annual Will Merchant maintenance & management	10/6/2023
871	AMERICAN LIBRARY ASSOC	MEMBERSHIP		CHICAGO	IL	22402232	314822	292.00	ALA Membership	10/6/2023
10052	AMERICAN MEDICAL GROUP			HOBBS	NM	22401766	314958	921.77	Pre-employment DOT Drug Screen	10/13/2023
10052	AMERICAN MEDICAL GROUP			HOBBS	NM	22402395	315220	69.27	Pre-employment DOT Drug Screen	10/31/2023
15744	ANDRES RUIZ			CARLSBAD	NM	314959	314959	795.00	Fire Officer II Class, Sandoval Co Fire Dept/FD	10/13/2023
850	ANDY DELFIN			CARLSBAD	NM	314960	314960	15.00	Background check refund/FD	10/13/2023
195	ANIMAL CARE EQUIPMENT & SERVICES LLC			BROOMFIELD	CO	22402340	315141	920.12	Animal Control Supplies	10/27/2023
195	ANIMAL CARE EQUIPMENT & SERVICES LLC			BROOMFIELD	CO	22402340	315141	178.65	Animal Control Supplies	10/27/2023
303	AQUATIC CONSULTANTS, INC			ALBUQUERQUE	NM	22400938	1002317	22,588.32	Aquatic Consultants RFP 2023-06	10/20/2023
303	AQUATIC CONSULTANTS, INC			ALBUQUERQUE	NM	22300177	1002317	21,921.34	lake treatment/line treatment for golf course	10/20/2023
303	AQUATIC CONSULTANTS, INC			ALBUQUERQUE	NM	22400938	1002317	19,532.23	Aquatic Consultants RFP 2023-06	10/20/2023

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544	ARAMARK UNIFORM & CAREER APPAREL GROUP			PASADENA	CA	22402374	1002237	772.07	Linen table covers and napkins	10/6/2023
544	ARAMARK UNIFORM & CAREER APPAREL GROUP			PASADENA	CA	22400268	1002237	66.67	EST SERVICE CARPETS & TOWELS FY 7/23-7/24	10/6/2023
544	ARAMARK UNIFORM & CAREER APPAREL GROUP			PASADENA	CA	22400052	1002281	97.25	FY24 Monthly Carpet Cleaning for City Hall	10/13/2023
544	ARAMARK UNIFORM & CAREER APPAREL GROUP			PASADENA	CA	22400066	1002281	45.78	FY 2024 - Jul-Dec 2023 PFA Rag Service	10/13/2023
544	ARAMARK UNIFORM & CAREER APPAREL GROUP			PASADENA	CA	22400609	1002282	148.59	FY24 Monthly Carpet Cleaning for Civic Center	10/13/2023
544	ARAMARK UNIFORM & CAREER APPAREL GROUP			PASADENA	CA	22400268	1002318	66.67	EST SERVICE CARPETS & TOWELS FY 7/23-7/24	10/20/2023
544	ARAMARK UNIFORM & CAREER APPAREL GROUP			PASADENA	CA	22400268	1002318	146.90	EST SERVICE CARPETS & TOWELS FY 7/23-7/24	10/20/2023
544	ARAMARK UNIFORM & CAREER APPAREL GROUP			PASADENA	CA	22400052	1002348	97.25	FY24 Monthly Carpet Cleaning for City Hall	10/27/2023
544	ARAMARK UNIFORM & CAREER APPAREL GROUP			PASADENA	CA	22400066	1002349	45.78	FY 2024 - Jul-Dec 2023 PFA Rag Service	10/27/2023
544	ARAMARK UNIFORM & CAREER APPAREL GROUP			PASADENA	CA	22400609	1002350	148.59	FY24 Monthly Carpet Cleaning for Civic Center	10/27/2023
360	ARTESIA FIRE EQUIPMT, INC			ARTESIA	NM	22401334	1002319	2,336.00	Artesia Fire Equipment	10/20/2023
1438	ARTESIA FORD SALES, INC			ARTESIA	NM	22402237	315061	81.38	Diagnostics = Transit van # 51 - Electrical proble	10/20/2023
391	AT&T CORPORATION			ATLANTA	GA	22400442	315062	1,027.91	account#0191917758001	10/20/2023
391	AT&T CORPORATION			ATLANTA	GA	22400018	315142	156.17	account#050544232001	10/27/2023
396	AUSTIN TURF & TRACTOR INC			MARBLE FALLS	TX	22402631	1002351	317.24	24x9.50-10 all trail ii tires	10/27/2023
405	AUTOZONE			CARLSBAD	NM	22402518	314823	12.86	#51 door switch	10/6/2023
323	AXON ENTERPRISE INC			SCOTTSDALE	AZ	22402540	315143	28,085.32	AXON In-Car Cameras	10/27/2023
231	BADGE FRAME INC			CAMDEN	TN	22402804	1002352	981.82	employee recognition plaques	10/27/2023
438	BAKER UTILITY SUPPLY CORP			ALBUQUERQUE	NM	22401753	314824	703.44	driving range lift station	10/6/2023
438	BAKER UTILITY SUPPLY CORP			ALBUQUERQUE	NM	22401753	314824	236.81	driving range lift station	10/6/2023
438	BAKER UTILITY SUPPLY CORP			ALBUQUERQUE	NM	22401753	314962	140.15	driving range lift station	10/13/2023
438	BAKER UTILITY SUPPLY CORP			ALBUQUERQUE	NM	22402202	314962	111.85	pipe tee for splash pad	10/13/2023
438	BAKER UTILITY SUPPLY CORP			ALBUQUERQUE	NM	22402329	314962	1,449.84	Restock boxes	10/13/2023
438	BAKER UTILITY SUPPLY CORP			ALBUQUERQUE	NM	22402247	314962	1,480.61	Restock inventory	10/13/2023
438	BAKER UTILITY SUPPLY CORP			ALBUQUERQUE	NM	22400809	314962	335.83	Restock inventory	10/13/2023
438	BAKER UTILITY SUPPLY CORP			ALBUQUERQUE	NM	22402337	314962	450.00	valve wrench for A Hernandez + tool room	10/13/2023
438	BAKER UTILITY SUPPLY CORP			ALBUQUERQUE	NM	22401886	315063	2,535.61	Restock gate valves	10/20/2023
438	BAKER UTILITY SUPPLY CORP			ALBUQUERQUE	NM	22402118	315063	2,680.60	Restock boxes	10/20/2023
438	BAKER UTILITY SUPPLY CORP			ALBUQUERQUE	NM	22401716	315063	26.20	Restock inventory	10/20/2023
438	BAKER UTILITY SUPPLY CORP			ALBUQUERQUE	NM	22402766	315221	2,516.28	Restock boxes	10/31/2023
438	BAKER UTILITY SUPPLY CORP			ALBUQUERQUE	NM	22402779	315221	2,516.28	Restock traffic boxes	10/31/2023
438	BAKER UTILITY SUPPLY CORP			ALBUQUERQUE	NM	22402826	315221	2,632.27	Restock Meter box lids	10/31/2023
440	BALLEAU GROUNDWATER INC.			ALBUQUERQUE	NM	22400293	1002353	3,613.51	Technical review of water issues for the City 23/2	10/27/2023
1412	BEAR PAW EMBROIDERY & SAFETY LLC			CARLSBAD	NM	22304540	314825	2,221.66	UNIFORMS FOR STREET DEPT	10/6/2023
1412	BEAR PAW EMBROIDERY & SAFETY LLC			CARLSBAD	NM	22304539	314825	1,729.76	UNIFORMS FOR COM SERVICE	10/6/2023
1412	BEAR PAW EMBROIDERY & SAFETY LLC			CARLSBAD	NM	22402100	314963	12.63	Uniform Embroidery - ACO, CSO	10/13/2023
1412	BEAR PAW EMBROIDERY & SAFETY LLC			CARLSBAD	NM	22304785	314963	1,175.44	Supplies for Finance	10/13/2023
1412	BEAR PAW EMBROIDERY & SAFETY LLC			CARLSBAD	NM	22400433	315064	215.10	Uniform Embroidery July 23 - June 24	10/20/2023
1412	BEAR PAW EMBROIDERY & SAFETY LLC			CARLSBAD	NM	22402807	315144	535.50	shirts for employees	10/27/2023
1412	BEAR PAW EMBROIDERY & SAFETY LLC			CARLSBAD	NM	22402745	315144	1,332.00	jackets for facility maintenance	10/27/2023
1412	BEAR PAW EMBROIDERY & SAFETY LLC			CARLSBAD	NM	22402743	315222	108.25	city shirts	10/31/2023
1503	BEN E. KEITH COMPANY			FORT WORTH	TX	22402522	314964	876.87	Snacks for Pro Shop	10/13/2023
1503	BEN E. KEITH COMPANY			FORT WORTH	TX	22402522	314964	1,214.36	Snacks for Pro Shop	10/13/2023
1503	BEN E. KEITH COMPANY			FORT WORTH	TX	22402522	315065	346.96	Snacks for Pro Shop	10/20/2023
458	BENMARK SUPPLY CO., INC.			MIDLAND	TX	22402387	1002238	1,560.00	Replace oil barrel at Well 5	10/6/2023
458	BENMARK SUPPLY CO., INC.			MIDLAND	TX	22402578	1002320	1,852.00	Restock inventory	10/20/2023
458	BENMARK SUPPLY CO., INC.			MIDLAND	TX	22402586	1002320	766.47	Repair @ Sunset Gardens Cemetery	10/20/2023
458	BENMARK SUPPLY CO., INC.			MIDLAND	TX	22402874	1002320	915.68	Restock inventory	10/20/2023
458	BENMARK SUPPLY CO., INC.			MIDLAND	TX	22402940	1002354	2,238.11	Restock inventory	10/27/2023
458	BENMARK SUPPLY CO., INC.			MIDLAND	TX	22402040	1002354	2,300.00	Low stock Sampling Stations	10/27/2023
462	BIG STATE INDUSTRIAL SUPPLY INC			RIVERSIDE	CA	22402737	1002322	1,436.40	shovels n gloves for service crews	10/20/2023



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701	BIO AQUATIC TESTING INC			CARROLLTON	TX	22400756	1002240	1,690.00	quarterly sampling-bio	10/6/2023
510	BLAINE INDUSTRIAL SUPPLY			LUBBOCK	TX	22402633	314965	331.80	paper goods & cleaner for DE & front offices	10/13/2023
510	BLAINE INDUSTRIAL SUPPLY			LUBBOCK	TX	22401798	315066	277.80	FACILITY MAINTENANCE SUPPLIES FOR NMSRC	10/20/2023
510	BLAINE INDUSTRIAL SUPPLY			LUBBOCK	TX	22402806	315066	115.79	enzyme, Bleach & brooms for pro shop	10/20/2023
1509	BLICK ART MATERIALS LLC	DICK BLICK / UTRECHT		GALESBURG	IL	22402533	29296	1,469.93	SUPPLIES FOR ARTS/CRAFTS CLASSES AND ACTIVITIES	10/13/2023
12719	BLUE 360 MEDIA LLC			PARK CITY	UT	22402803	314966	1,318.75	Blue360 Media	10/13/2023
1385	BLUE TEES ENTERPRISES LLC			WALNUT CREEK	CA	22402021	314826	1,543.63	Pro Shop Merchandise	10/6/2023
780	BLUEGLOBES LLC	STEPHEN J PETRIE		EATONTON	GA	22401799	315067	3,336.80	Sign Panels for Airfield	10/20/2023
545	BOB TURNER'S FORD COUNTRY		POWER FORD	ALBUQUERQUE	NM	22401473	315146	74,639.00	2 pickup trucks for the solid waste DEPARTMENT	10/27/2023
9831	BRADLEY CARLSEN			CARLSBAD	NM		314967	20.00	Background check refund/FD	10/13/2023
580	BRANDON INDUSTRIES, INC.			MCKINNEY	TX	22402287	1002284	1,047.00	replace lightpole globes @cascades	10/13/2023
580	BRANDON INDUSTRIES, INC.			MCKINNEY	TX	22402416	1002356	1,059.00	replace damaged/broken globes along riverwalk	10/27/2023
1666	BRANDON VASEY		VASEY WINDOW TINTING	CARLSBAD	NM	22402808	315134	300.00	2406, 2403 front driver and passenger window tint	10/20/2023
13382	BRIAN MCCARTY			WHITES CITY	NM		1002357	61.32	Trvl to Santa Fe - PD	10/27/2023
742	BRIDGEPAY NETWORK SOLUTIONS			MAITLAND	FL	22400544	1002285	293.60	Processing Fees FY 23/24	10/13/2023
616	BRININSTOOL EQUIPMENT SALES INC		BES SUPPLY STORE	CARLSBAD	NM	22402587	1002239	397.98	2-Batteries for C/24 Drills and recip,	10/6/2023
616	BRININSTOOL EQUIPMENT SALES INC		BES SUPPLY STORE	CARLSBAD	NM	22402738	1002283	99.99	dye to mark spraying areas/A Moisa	10/13/2023
616	BRININSTOOL EQUIPMENT SALES INC		BES SUPPLY STORE	CARLSBAD	NM	22402739	1002283	35.39	rags for various jobs/C Cordova	10/13/2023
616	BRININSTOOL EQUIPMENT SALES INC		BES SUPPLY STORE	CARLSBAD	NM	22402562	1002283	71.82	windshield wash for dept units/MLL	10/13/2023
616	BRININSTOOL EQUIPMENT SALES INC		BES SUPPLY STORE	CARLSBAD	NM	22402864	1002321	17.78	replace hose nozzle sprayer	10/20/2023
616	BRININSTOOL EQUIPMENT SALES INC		BES SUPPLY STORE	CARLSBAD	NM	22402945	1002321	38.99	replace rake on unit 102104/P Najera	10/20/2023
616	BRININSTOOL EQUIPMENT SALES INC		BES SUPPLY STORE	CARLSBAD	NM	22402924	1002355	22.99	hand cleaner for service crew/Randall	10/27/2023
616	BRININSTOOL EQUIPMENT SALES INC		BES SUPPLY STORE	CARLSBAD	NM	22403048	1002355	70.78	rags for various jobs @ streets	10/27/2023
616	BRININSTOOL EQUIPMENT SALES INC		BES SUPPLY STORE	CARLSBAD	NM	22403042	1002355	35.39	rags for cleanup @Well& various jobs/B Howell	10/27/2023
616	BRININSTOOL EQUIPMENT SALES INC		BES SUPPLY STORE	CARLSBAD	NM	22403062	1002382	80.94	Clamps and Cable Ties	10/31/2023
652	BROWNING GARAGE DOORS LLC			CARLSBAD	NM	22400317	1002241	276.64	Garage Door Maintenance & Repairs July 23 - June 2	10/6/2023
652	BROWNING GARAGE DOORS LLC			CARLSBAD	NM	22400317	1002286	495.75	Garage Door Maintenance & Repairs July 23 - June 2	10/13/2023
652	BROWNING GARAGE DOORS LLC			CARLSBAD	NM	22403010	1002358	177.83	Garage Bay door repair	10/27/2023
10683	BSK ASSOCIATES			FRESNO	CA	22304372	315147	1,106.00	EPA's UCMR - 5 Study	10/27/2023
787	CAIN ELECTRIC SUPPLY CORP	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22401684	314827	281.16	Elec parts for Antique light replacement	10/6/2023
1003	CALLAWAY GOLF SALES CO.			CARLSBAD	CA	22402320	314828	439.95	Custom Order for Customer Lloyd Boatman	10/6/2023
1003	CALLAWAY GOLF SALES CO.			CARLSBAD	CA	22402310	314828	5,041.77	Callaway Ball Order	10/6/2023
1604	CAMBIAR CONSULTING LLC			ALTO	NM	22400318	314829	5,160.96	Professional Lobbying Services	10/6/2023
507	CANDOR TIRES LLC	BIG O TIRES		CARLSBAD	NM	22400096	315145	87.63	Annual PO = Transit oil chg/service 7/23 thru 6/24	10/27/2023
11294	CANNON COCHRAN MANAGEMENT	SERVICES INC		INDIANAPOLIS	IN	22401835	315068	4,277.82	Workers Comp Claims FY 2023-2024	10/20/2023
881	CAPROCK WATER COMPANY INC			ARTESIA	NM	22400236	1002242	25.69	EST YRLY WATER SRV SHOP LH 6/2023-5/2024	10/6/2023
890	CARC FARM, INC.			CARLSBAD	NM	22400810	29312	100.00	C-Hill Planters	10/31/2023
890	CARC FARM, INC.			CARLSBAD	NM	22400054	1002359	100.00	FY24 Planter, Barrel, & Maint. Rental for City Hal	10/27/2023
890	CARC FARM, INC.			CARLSBAD	NM	22400054	1002359	100.00	FY24 Planter, Barrel, & Maint. Rental for City Hal	10/27/2023
890	CARC FARM, INC.			CARLSBAD	NM	22400495	1002359	125.00	FY 24 barrel planter for Riverwalk	10/27/2023
890	CARC FARM, INC.			CARLSBAD	NM	22307145	1002359	48.45	old Transit document destruction	10/27/2023
10517	CARLSBAD AREA ART ASSOC.			CARLSBAD	NM	22400703	315148	5,058.39	Carlsbad Area Art Association Advertising	10/27/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402019	1002243	(49.50)	BRAKE PARTS & STARTER FOR ELEC #12602	10/6/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402459	1002243	113.47	#51 passenger door switch & mud flaps	10/6/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402588	1002243	176.99	BATTERY FOR PERD 13801	10/6/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402532	1002243	1,297.33	BRAKE PARTS FOR CONST 11043	10/6/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402531	1002243	1,031.41	BRAKE PARTS FOR ELEC 14253	10/6/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402532	1002243	(311.14)	BRAKE PARTS FOR CONST 11043	10/6/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402531	1002243	(40.50)	BRAKE PARTS FOR ELEC 14253	10/6/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402542	1002243	711.53	PIGTAIL, WIPERS, FILTERS, & RELAYS FOR VARIOUS DEP	10/6/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402681	1002287	176.99	BATTERY FOR ELEC 1426	10/13/2023

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915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402682	1002287	206.97	HEATER HOSES & BATTERY FOR CONST 0172	10/13/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402718	1002287	155.68	CLOCK SPRING & TURN SIGNAL FOR WWC 13222	10/13/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402700	1002287	203.41	IDLER PULLEY, TENSIONER/PULLEY, BELT FOR WWC 13221	10/13/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402716	1002287	310.98	BRAKE PADS & ROTORS FOR SW #12711	10/13/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402717	1002287	350.87	PURGE VALVE, BRAKE ROTORS AND PADS FOR PERD 13800	10/13/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402681	1002287	(12.00)	BATTERY FOR ELEC 1426	10/13/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402740	1002323	20.99	brake dust cleaner	10/20/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402934	1002323	90.99	SPEED SENSOR FOR PERD 13800	10/20/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402935	1002323	291.98	BRAKE PADS & ROTOR FOR PERD #14696	10/20/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402952	1002323	194.99	#48 Battery	10/20/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402790	1002323	1,923.63	#37 catyl converter and oxygen sensors	10/20/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402898	1002360	1,153.80	replace batteries on unit 14697/R Myers	10/27/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402952	1002360	(18.00)	#48 Battery	10/27/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22403029	1002360	83.99	Napa Premium Hydraulic	10/27/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402898	1002360	(81.00)	replace batteries on unit 14697/R Myers	10/27/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22403063	1002383	63.29	Misc Supplies	10/31/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22403085	1002383	9.65	FILTER NEEDED FOR ST #1686	10/31/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22403097	1002383	527.95	BLOWER MOTOR, PIGTAIL, & BRAKES FOR WWC 13230	10/31/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402973	1002383	608.19	BATTERIES FOR ST #1669	10/31/2023
915	CARLSBAD AUTO SUPPLY			CARLSBAD	NM	22402500	1002383	50.78	HOOD SHOCKS FOR ST #14162	10/31/2023
11181	CARLSBAD AUTOMOTIVE	RESTORATION SOCIETY		CARLSBAD	NM	22306799	315069	7,330.74	Car-A-Fair advertising	10/20/2023
944	CARLSBAD COMMUNITY ANTI-DRUG/GANG COALITION			CARLSBAD	NM	22400446	314961	6,000.00	Annual Services for Teen Court FY 2023-24	10/13/2023
941	CARLSBAD MAINSTREET CORP			CARLSBAD	NM	22401405	1002244	2,500.00	FY24 Creative Carlsbad Agreement	10/6/2023
941	CARLSBAD MAINSTREET CORP			CARLSBAD	NM	22400687	1002244	3,306.50	Carlsbad MainStreet Tourism Campaign	10/6/2023
941	CARLSBAD MAINSTREET CORP			CARLSBAD	NM	22400687	1002244	2,004.14	Carlsbad MainStreet Tourism Campaign	10/6/2023
941	CARLSBAD MAINSTREET CORP			CARLSBAD	NM	22400181	1002244	7,500.00	Annual Services for Revitalization Services	10/6/2023
941	CARLSBAD MAINSTREET CORP			CARLSBAD	NM	22400687	1002324	3,089.31	Carlsbad MainStreet Tourism Campaign	10/20/2023
941	CARLSBAD MAINSTREET CORP			CARLSBAD	NM	22400687	1002361	1,285.53	Carlsbad MainStreet Tourism Campaign	10/27/2023
1388	CARLSBAD QUALITY JANITORIAL			HAGERMAN	NM	22402355	314914	160.01	FACILITY MAINTENANCE SUPPLIES FOR NMSRC	10/6/2023
1388	CARLSBAD QUALITY JANITORIAL			HAGERMAN	NM	22402485	314914	1,290.00	RESTOCK FOR PFA(TH)1/2PD-1/2 FD	10/6/2023
1388	CARLSBAD QUALITY JANITORIAL			HAGERMAN	NM	22402294	314914	95.40	stock janitorial supplies @GolfCourse	10/6/2023
1388	CARLSBAD QUALITY JANITORIAL			HAGERMAN	NM	22402343	315027	276.66	Janitorial Supplies	10/13/2023
1388	CARLSBAD QUALITY JANITORIAL			HAGERMAN	NM	22402670	315027	163.40	Building Supplies	10/13/2023
1388	CARLSBAD QUALITY JANITORIAL			HAGERMAN	NM	22402794	315027	721.80	Maintenance supplies	10/13/2023
1388	CARLSBAD QUALITY JANITORIAL			HAGERMAN	NM	22402418	315195	260.00	batteries for floor scrubber	10/27/2023
1388	CARLSBAD QUALITY JANITORIAL			HAGERMAN	NM	22402780	315195	99.20	Janitorial Supplies for Airport	10/27/2023
1388	CARLSBAD QUALITY JANITORIAL			HAGERMAN	NM	22403032	315195	261.94	Supplies	10/27/2023
902	CARLSBAD RADIO INC.	KAMQ INC		CARLSBAD	NM	22400201	1002245	214.79	Annual PO -Carlsbad Radio- Transit Adv 7/23 to 6/2	10/6/2023
902	CARLSBAD RADIO INC.	KAMQ INC		CARLSBAD	NM	22400201	1002325	214.79	Annual PO -Carlsbad Radio- Transit Adv 7/23 to 6/2	10/20/2023
1040	CARLSBAD SHEET METAL, LLC	CARLSBAD HEATING & COOLING	CARLSBAD HEATING & COOLING	CARLSBAD	NM	22402342	1002288	234.61	18 gauge cover plate for city hall	10/13/2023
1085	CARROT TOP INDUSTRIES			HILLSBOROUGH	NC	22402432	314969	125.78	for community events	10/13/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402657	29301	440.25	Material needed for the Downtown ""C""	10/20/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402184	314832	160.00	Needed for antique lights at the Plaza's	10/6/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402219	314832	578.00	Needed for Electrical Dept. trucks	10/6/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402233	314832	390.00	repair on downtown streetlight/B Howell	10/6/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402192	314832	1,002.00	replace transformers & fuses in well field	10/6/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402501	314832	344.65	Base Structure Materials for Security System	10/6/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402448	314970	155.00	Base Structure Materials for Security System	10/13/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402565	314971	47.86	move receptacle @NMesaRec/ B Howell	10/13/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402566	314971	260.00	replace lamps along river walkway/J Corman	10/13/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402742	314971	326.20	repairs on downtown street lights	10/13/2023

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992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402557	314971	542.60	Base Structure Materials for Security System	10/13/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402925	315071	210.00	replace lamps on light 142 & 168/tape for vari job	10/20/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402926	315071	83.80	install receptacles @ARuiz/J Padilla	10/20/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402927	315071	75.00	connectors for various jobs @Parks/J Archibeque	10/20/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402767	315072	595.00	Material needed at the ARC for the lights	10/20/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402829	315072	100.70	xtend power to new ice maker @PJB	10/20/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402447	315150	91.00	replace receptacle & lamp @Downtown streetlight	10/27/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402417	315150	282.30	material for Well9 oiler solenoid repair	10/27/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402430	315150	90.00	tape for various electrical jobs/J Corman	10/27/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402429	315150	260.00	replace lamps along Riverwalk/Par 3	10/27/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402428	315150	7.00	replace switch @Annex Bldg/Code Enforce office	10/27/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402427	315150	68.70	replace receptacle @NMesaRec/B Howell	10/27/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402426	315150	26.00	replace receptacle @Beach lift st/D Treadaway	10/27/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402425	315150	45.00	replace photocontrol @PickleBallCts/BHowell	10/27/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402431	315150	90.00	tape for various jobs/Water Dept	10/27/2023
992	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		DALLAS	TX	22402899	315150	606.00	Electrical Supplies for the Sports Complex	10/27/2023
2624	CENGAGE LEARNING, INC		GALE	CHICAGO	IL	22402403	314850	871.72	Large Print Youth Books for Circulation	10/6/2023
1120	CENTRAL VALLEY ELECTRIC COOP	MEMBER NO 328		ARTESIA	NM	22400221	1002326	109.89	Customer #328	10/20/2023
1213	CHAPARRAL SAND & GRAVEL			CHAPARRAL	NM	22402208	1002246	3,994.92	USGA spec sand for topdressing greens	10/6/2023
7539	CHARLES G TRACY			HOUSTON	TX	22400350	315075	2,630.24	Pipeline Easement for FY 23/24	10/20/2023
9382	CHARLES H. JURVA	RIO PECOS TENNIS SHOP		CARLSBAD	NM	22400450	1002247	1,610.94	Annual tennis pro services	10/6/2023
9505	CHARLES JURVA-INS REBATE			CARLSBAD	NM		406481	2,558.84	Insurance Rebate 2023	10/25/2023
14037	CHRISTOPHER AUSTIN			CARLSBAD	NM		314834	20.00	Travel to Guadalupe Mountain Park- PD	10/6/2023
11778	CHRISTOPHER CORDOVA			CARLSBAD	NM		314835	24.69	Reimbursement for toilet seat	10/6/2023
12653	CLUB PROPHET SYSTEMS	PRO-SHOPKEEPER COMP SOFTWARE		CHESWICK	PA	22400491	314836	501.52	POS Monthly Service Charge	10/6/2023
1202	COATS PUMP & SUPPLY INC			DEXTER	NM	22400734	1002248	26,965.00	Well 9 Modified pump assembly/On call MC scanned	10/6/2023
1202	COATS PUMP & SUPPLY INC			DEXTER	NM	22402627	1002289	59,263.91	Well 9 pump change out/On call mc	10/13/2023
13302	CODE 3 SERVICE LLC			ALBUQUERQUE	NM	22402154	1002290	2,172.83	Police Radios - Command & New Units	10/13/2023
13302	CODE 3 SERVICE LLC			ALBUQUERQUE	NM	22402154	1002290	2,172.83	Police Radios - Command & New Units	10/13/2023
13302	CODE 3 SERVICE LLC			ALBUQUERQUE	NM	22402154	1002290	2,172.83	Police Radios - Command & New Units	10/13/2023
13302	CODE 3 SERVICE LLC			ALBUQUERQUE	NM	22402154	1002290	2,172.83	Police Radios - Command & New Units	10/13/2023
13302	CODE 3 SERVICE LLC			ALBUQUERQUE	NM	22402154	1002290	2,172.83	Police Radios - Command & New Units	10/13/2023
13302	CODE 3 SERVICE LLC			ALBUQUERQUE	NM	22402154	1002290	2,172.83	Police Radios - Command & New Units	10/13/2023
15742	CODY MARRS			CARLSBAD	NM		314974	15.00	Background check refund/FD	10/13/2023
8918	COLONIAL LIFE & ACCIDENT	PROCESSING CENTER		COLUMBIA	SC		406401	7,863.75	BCN E9832924	10/6/2023
8918	COLONIAL LIFE & ACCIDENT	PROCESSING CENTER		COLUMBIA	SC		406401	14,071.03	BCN E7260904	10/6/2023
8918	COLONIAL LIFE & ACCIDENT	PROCESSING CENTER		COLUMBIA	SC		406447	7,866.97	BCN E9832924	10/20/2023
8918	COLONIAL LIFE & ACCIDENT	PROCESSING CENTER		COLUMBIA	SC		406447	13,983.81	BCN E7260904	10/20/2023
1725	COMPLETE CANINE (K9) TRAINING			BRIGHTON	CO	22402604	315152	140.00	K9 Prong Collar	10/27/2023
1270	CONNELLS OFFICE SUPPLY			CARLSBAD	NM	22402484	1002249	38.00	2024 Calendars for PW Offices	10/6/2023
1270	CONNELLS OFFICE SUPPLY			CARLSBAD	NM	22402484	1002249	142.00	2024 Calendars for PW Offices	10/6/2023
1270	CONNELLS OFFICE SUPPLY			CARLSBAD	NM	22402484	1002249	307.00	2024 Calendars for PW Offices	10/6/2023
1270	CONNELLS OFFICE SUPPLY			CARLSBAD	NM	22402503	1002249	64.00	Supplies	10/6/2023
1270	CONNELLS OFFICE SUPPLY			CARLSBAD	NM	22402292	1002249	11.00	office supplies, calendars	10/6/2023
1270	CONNELLS OFFICE SUPPLY			CARLSBAD	NM	22402669	1002291	154.00	Supplies for Finance	10/13/2023
1270	CONNELLS OFFICE SUPPLY			CARLSBAD	NM	22402669	1002291	147.50	Supplies for Finance	10/13/2023
1270	CONNELLS OFFICE SUPPLY			CARLSBAD	NM	22402669	1002291	344.00	Supplies for Finance	10/13/2023
1270	CONNELLS OFFICE SUPPLY			CARLSBAD	NM	22402603	1002291	1,354.00	Supplies for Finance	10/13/2023
1270	CONNELLS OFFICE SUPPLY			CARLSBAD	NM	22402290	1002291	42.00	Office Supplies	10/13/2023
1270	CONNELLS OFFICE SUPPLY			CARLSBAD	NM	22402793	1002291	13.50	Supplies for Finance	10/13/2023
1270	CONNELLS OFFICE SUPPLY			CARLSBAD	NM	22306027	1002291	64.00	Supplies for Finance	10/13/2023

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1270	CONNELLS OFFICE SUPPLY			CARLSBAD	NM	22402725	1002291	18.00	Supplies for Finance	10/13/2023
1270	CONNELLS OFFICE SUPPLY			CARLSBAD	NM	22402567	1002327	304.22	OFFICE, ACTIVITY & EVENT SUPPLIES FOR NMSRC	10/20/2023
1270	CONNELLS OFFICE SUPPLY			CARLSBAD	NM	22402900	1002327	119.85	office supplies	10/20/2023
1270	CONNELLS OFFICE SUPPLY			CARLSBAD	NM	22402900	1002327	217.00	office supplies	10/20/2023
1270	CONNELLS OFFICE SUPPLY			CARLSBAD	NM	22402839	1002327	203.55	Materials and Supplies	10/20/2023
1270	CONNELLS OFFICE SUPPLY			CARLSBAD	NM	22403031	1002362	117.00	Office supplies for Safety Manager /City Admin	10/27/2023
1290	CONSTRUCTOR'S INC.			CARLSBAD	NM	22402726	1002328	2,899.69	Concrete & Asphalt Repair 907 N Canal	10/20/2023
1290	CONSTRUCTOR'S INC.			CARLSBAD	NM	22402684	1002328	7,517.71	driveway for warehouse yard	10/20/2023
1290	CONSTRUCTOR'S INC.			CARLSBAD	NM	22401063	1002363	1,416.69	HOT MIX FOR SPEED TABLE	10/27/2023
1317	COOPER ENTERPRISES LLC		GLASS DOCTOR AUTO OF CARLSBAD	CARLSBAD	NM	22403003	315159	413.82	windshield 2014 ford explorer	10/27/2023
1317	COOPER ENTERPRISES LLC		GLASS DOCTOR AUTO OF CARLSBAD	CARLSBAD	NM	22402235	315159	341.46	#51 safety lookout window	10/27/2023
5775	COOPERATIVE EDUCATIONAL SERVICES			ALBUQUERQUE	NM	22305316	29297	9,141.19	ADA PARKING LOT ARSC	10/13/2023
5775	COOPERATIVE EDUCATIONAL SERVICES			ALBUQUERQUE	NM	22401691	314833	10,263.28	Electrical Service/Entrance Sign at the WGPAC	10/6/2023
5775	COOPERATIVE EDUCATIONAL SERVICES			ALBUQUERQUE	NM	22401690	314833	9,861.35	Electrical Service for Entrance Sign on Skyline Cr	10/6/2023
5775	COOPERATIVE EDUCATIONAL SERVICES			ALBUQUERQUE	NM	22401344	314972	136,760.29	Additional Parking At the BFYSC	10/13/2023
5775	COOPERATIVE EDUCATIONAL SERVICES			ALBUQUERQUE	NM	22306031	314972	17,796.67	Municipal Court Bullet Proof Glas Project	10/13/2023
5775	COOPERATIVE EDUCATIONAL SERVICES			ALBUQUERQUE	NM	22306178	314972	32,025.67	Driving Range (Building Only)	10/13/2023
5775	COOPERATIVE EDUCATIONAL SERVICES			ALBUQUERQUE	NM	22306178	315073	112,765.59	Driving Range (Building Only)	10/20/2023
5775	COOPERATIVE EDUCATIONAL SERVICES			ALBUQUERQUE	NM	22402211	315223	142,684.80	Cemetery Wrought Iron Fence Jaurez to South end	10/31/2023
5775	COOPERATIVE EDUCATIONAL SERVICES			ALBUQUERQUE	NM	22402371	315223	73,467.14	Paint Water tank at 1315 Skyline Rd.	10/31/2023
12318	CORE & MAIN LP			ST LOUIS	MO	22300968	314975	11,363.19	Restock Resettlers/Quotes based on lead time	10/13/2023
1377	COUFAL- PRATER EQUIPMENT LLC		UNITED AG & TURF LLC	WACO	TX	22402590	315133	1,271.89	roller and spindle for mowers	10/20/2023
1356	COURTESY PAWN	SHAWN M MITCHELL		CARLSBAD	NM	22401570	314837	7,300.00	Rifle Scope	10/6/2023
3946	CREATIVE BUS SALES INC.			CHINO	CA	22402640	315224	110.82	#53 passenger entry door switch	10/31/2023
6393	CROWN AWARDS			HAWTHORNE	NY	22402675	315153	639.63	trophies for fire prevention poster winners	10/27/2023
11513	CYCLE STOP VALVES, INC			LUBBOCK	TX	22402600	314976	1,295.00	Cycle stop valve for Sunset Gardens Cemetary	10/13/2023
219	D & D AUTOMATION & ELECTRIC LLC			HOBBS	NM	22400390	315076	10,665.60	Security - 3rd Floor Doors	10/20/2023
1402	DARDANELLE TIMBER CO INC	C/O SUTHERLANDS		CARLSBAD	NM	22402886	315077	105.98	insulation for parks valves/J Archibeque	10/20/2023
1402	DARDANELLE TIMBER CO INC	C/O SUTHERLANDS		CARLSBAD	NM	22402853	315225	159.96	Needed for the Parks department	10/31/2023
3622	DEERE CREDIT INC.			JOHNSTON	IA	22400389	314838	1,109.54	0200052819052	10/6/2023
3622	DEERE CREDIT INC.			JOHNSTON	IA	22400607	314838	287.03	0200052819053	10/6/2023
3622	DEERE CREDIT INC.			JOHNSTON	IA	22402895	315078	511.09	Application #276456	10/20/2023
3622	DEERE CREDIT INC.			JOHNSTON	IA	22400077	315154	319.11	0200062341008.	10/27/2023
3622	DEERE CREDIT INC.			JOHNSTON	IA	22400228	315154	2,155.49	0200062341007	10/27/2023
3622	DEERE CREDIT INC.			JOHNSTON	IA	22400212	315154	210.30	02000528/19051	10/27/2023
3622	DEERE CREDIT INC.			JOHNSTON	IA	22400282	315154	1,594.99	020006234100	10/27/2023
3622	DEERE CREDIT INC.			JOHNSTON	IA	22400267	315154	3,828.49	0200062341001	10/27/2023
3622	DEERE CREDIT INC.			JOHNSTON	IA	22400662	315154	5,035.68	0200062341002	10/27/2023
3622	DEERE CREDIT INC.			JOHNSTON	IA	22400231	315154	1,722.32	0200062341004	10/27/2023
3622	DEERE CREDIT INC.			JOHNSTON	IA	22400230	315154	4,977.35	0200062341005	10/27/2023
3622	DEERE CREDIT INC.			JOHNSTON	IA	22400229	315154	3,230.65	0200062341006	10/27/2023
3622	DEERE CREDIT INC.			JOHNSTON	IA	22400345	315154	578.30	0200062341009	10/27/2023
3622	DEERE CREDIT INC.			JOHNSTON	IA	22400662	315226	354.06	FY24 Lease for Mowers at the Sports Complex	10/31/2023
12956	DESERT FOX SOLUTIONS	BRIAN L FOX		CARLSBAD	NM	22400188	29310	3,759.19	METHANE MONITOR CLOSED LANDFILL YEARLY 2023 TO 202	10/27/2023
648	DISH DBS CORP		DISH NETWORK LLC	ENGLEWOOD	CO	22400053	314978	142.16	account#8255707089923804	10/13/2023
12442	DITCH WITCH SOUTHWEST	WEST-TEX MARKETING LTD		MIDLAND	TX	22401507	1002250	55,659.69	Vacuum Trailer	10/6/2023
12442	DITCH WITCH SOUTHWEST	WEST-TEX MARKETING LTD		MIDLAND	TX	22306835	1002384	274.08	BRAKE PARTS, BATTERY & SWITCH FOR PARKS DITCH WITCH	10/31/2023
1041	DIVOTS SPORTSWEAR COMPANY INC			PEACHTREE CORNERS	GA	22402119	314839	2,308.60	Pro Shop Merchandise	10/6/2023
1530	DPC INDUSTRIES, INC.			DALLAS	TX	22400373	314840	2,197.30	EST YR CST 1 TON CYLINDER TREAT CARLSBAD 7/23-6/2	10/6/2023
298	DUNGAREES LLC			COLUMBIA	MO	22402136	1002292	107.99	Jacket for new employee	10/13/2023
1699	DYLAN MUNOZ			CARLSBAD	NM		314979	15.00	Refund for background check/FD	10/13/2023

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269	EAGLE ENGRAVING INC			SAINT CHARLES	IL	22401199	314842	1,472.00	Eagle Engraving and Awards	10/6/2023
1795	EBSICO SUBSCRIPTION SERV	PAYMENT PROCESSING CENTER		DALLAS	TX	22400115	1002329	3,808.00	Database for library patrons	10/20/2023
1837	EDDY COUNTY			CARLSBAD	NM	22303619	29302	4,751.04	1st qtr invoice	10/20/2023
1837	EDDY COUNTY			CARLSBAD	NM	22400183	29302	8,000.95	Construction cost for Sandpoint Landfill FY 23/24	10/20/2023
1837	EDDY COUNTY			CARLSBAD	NM	22300540	315081	111,953.18	City Share of Sandpoint Landfill OP FY 22/23	10/20/2023
1837	EDDY COUNTY			CARLSBAD	NM	22400434	315081	51,583.34	City Share of Sandpoint Landfill OP FY 23/24	10/20/2023
1792	EDDY COUNTY CLERK			CARLSBAD	NM	22402855	315055	1,450.00	File Utility Liens at County	10/16/2023
8950	EDILBERTO MORENO			CARLSBAD	NM	314981	20.00	CEU'S & Training, Albuquerque/Lab-ENV	10/13/2023	
938	EDUARDO BUSTAMANTE			CARLSBAD	NM	22403000	29311	500.00	trash clean up Keep Carlsbad Beautiful	10/27/2023
1283	ELECTRO-MATIC PRODUCTS, INC			FARMINGTON HILLS	MI	22207830	314983	288,693.71	Entrance Signs for Carlsbad	10/13/2023
1931	EMS REGION III CORP			CLOVIS	NM	22402504	314843	300.00	CPR Cards for city employees	10/6/2023
11475	EMSRX	ACCOUNTS RECEIVABLE		WAXAHACHIE	TX	22400445	314844	1,200.00	Annual Medical Direction - FY 23-24	10/6/2023
11475	EMSRX	ACCOUNTS RECEIVABLE		WAXAHACHIE	TX	22400848	314844	800.00	FY 2024 - Medical Direction Services	10/6/2023
12816	ENCHANTED TECHNOLOGY SOLUTIONS			ALBUQUERQUE	NM	22401735	1002330	15,597.90	Panasonic Toughbooks and mounts for fire vehicles	10/20/2023
876	ERNESTO B MARTINEZ			ROSWELL	NM	22400460	315156	1,078.33	Annual	10/27/2023
876	ERNESTO B MARTINEZ			ROSWELL	NM	22400460	315227	1,078.33	Annual	10/31/2023
9196	ERNIE DOMINGUEZ			CARLSBAD	NM	314984	197.00	Pick up Unit #408 in comanche, TX/FD	10/13/2023	
1306	EVAN LARA			CARLSBAD	NM	314845	507.00	Travel to Rio Rancho- PD	10/6/2023	
797	EZ DOCK OF TEXAS L.P.			HURST	TX	22402649	315157	3,755.63	Articulating Stairs for Walk Bridge	10/27/2023
1801	E-Z RENTALS & SALES, INC.			CARLSBAD	NM	22402433	314841	1,046.98	tools for F. M.	10/6/2023
1801	E-Z RENTALS & SALES, INC.			CARLSBAD	NM	22401935	314980	219.99	Equipment for Sports Complex	10/13/2023
1801	E-Z RENTALS & SALES, INC.			CARLSBAD	NM	22402832	315080	4,699.99	Gravelly XL 60" zero turn	10/20/2023
1801	E-Z RENTALS & SALES, INC.			CARLSBAD	NM	22401612	315155	328.80	Parts for Equipment at Sports Complex	10/27/2023
2255	FASTENAL COMPANY			WINONA	MN	22402204	314846	840.36	hammer link for pumps at primary	10/6/2023
2284	FEDERAL EXPRESS CORP.			PITTSBURGH	PA	22400163	314985	81.20	FY 2024 - FedEx - Evidence	10/13/2023
2284	FEDERAL EXPRESS CORP.			PITTSBURGH	PA	22400163	315082	23.82	FY 2024 - FedEx - Evidence	10/20/2023
2359	FERGUSON WATERWORKS #3083			LOS ANGELES	CA	22306591	1002252	253.85	Restock inventory	10/6/2023
2359	FERGUSON WATERWORKS #3083			LOS ANGELES	CA	22306319	1002252	770.62	RESTOCK INVENTORY	10/6/2023
2359	FERGUSON WATERWORKS #3083			LOS ANGELES	CA	22402402	1002253	178.70	lubricant for various water service jobs	10/6/2023
2359	FERGUSON WATERWORKS #3083			LOS ANGELES	CA	22402545	1002293	8,635.83	Restock 3/4" Resetters tie breaker is lead time	10/13/2023
2359	FERGUSON WATERWORKS #3083			LOS ANGELES	CA	22301479	1002332	(153.28)	activated charcoal for odor co	10/20/2023
2359	FERGUSON WATERWORKS #3083			LOS ANGELES	CA	22402254	1002332	2,384.76	Replace stops	10/20/2023
1639	FIRST METHODIST CHURCH CARLSBAD			CARLSBAD	NM	22401253	315083	37,757.50	Drylands Student Conference Advertising	10/20/2023
2384	FLEETPRIDE			DALLAS	TX	22103087	314847	1,200.00	BRAKE PARTS NEEDED TO REPAIR S	10/6/2023
2384	FLEETPRIDE			DALLAS	TX	22402486	315228	228.42	RELAY VALVE SW UNITS #977, #978	10/31/2023
2480	FORREST TIRE CO., INC.			CARLSBAD	NM	22400168	1002294	25.00	Annual Flat Repair Service Transit Fleet 7/23 -6/2	10/13/2023
2480	FORREST TIRE CO., INC.			CARLSBAD	NM	22400172	1002364	128.88	Annual Flat Repair July 23 - June 24	10/27/2023
2480	FORREST TIRE CO., INC.			CARLSBAD	NM	22400168	1002364	48.46	Annual Flat Repair Service Transit Fleet 7/23 -6/2	10/27/2023
2480	FORREST TIRE CO., INC.			CARLSBAD	NM	22403035	1002385	318.85	Tire, Mount and Balance	10/31/2023
2480	FORREST TIRE CO., INC.			CARLSBAD	NM	22403052	1002385	1,649.92	lt275/65r18 cooper a/t max	10/31/2023
1730	FRANK J MORBILLO			TESUQUE	NM	22402694	315229	3,490.37	prof. clean and maintain outside sculptures	10/31/2023
2597	FUSON INDUSTRIAL MAINTENANCE LLC	JIMMY FUSON		CARLSBAD	NM	22400805	314848	600.00	STOP LEAK & PUMP FOR PARKS EQUIPMENT	10/6/2023
11919	FUSON PROPERTIES			CARLSBAD	NM	22306947	314849	500.00	PERMANENT TIRE SEALER FOR ANIMAL CONTROL UNITS	10/6/2023
12395	G. ALLEN PEREZ			CARLSBAD	NM	315158	42.00	Trvl to Hobbs- PD	10/27/2023	
2639	GALE CENGAGE LEARNING			ATLANTA	GA	22400125	314851	613.20	Database for library patrons	10/6/2023
12960	GALLS LLC			CHICAGO	IL	22400675	1002254	248.94	FY 2024 - Uniforms - Certified Officers	10/6/2023
12960	GALLS LLC			CHICAGO	IL	22400675	1002254	76.59	FY 2024 - Uniforms - Certified Officers	10/6/2023
12960	GALLS LLC			CHICAGO	IL	22400675	1002254	74.13	FY 2024 - Uniforms - Certified Officers	10/6/2023
12960	GALLS LLC			CHICAGO	IL	22400675	1002254	228.64	FY 2024 - Uniforms - Certified Officers	10/6/2023
12960	GALLS LLC			CHICAGO	IL	22400675	1002254	81.01	FY 2024 - Uniforms - Certified Officers	10/6/2023
12960	GALLS LLC			CHICAGO	IL	22400675	1002254	38.14	FY 2024 - Uniforms - Certified Officers	10/6/2023

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12960	GALLS LLC			CHICAGO	IL	22400675	1002254	82.99	FY 2024 - Uniforms - Certified Officers	10/6/2023
12960	GALLS LLC			CHICAGO	IL	22400675	1002254	23.00	FY 2024 - Uniforms - Certified Officers	10/6/2023
12960	GALLS LLC			CHICAGO	IL	22400675	1002254	246.61	FY 2024 - Uniforms - Certified Officers	10/6/2023
12960	GALLS LLC			CHICAGO	IL	22400675	1002254	73.43	FY 2024 - Uniforms - Certified Officers	10/6/2023
12960	GALLS LLC			CHICAGO	IL	22400675	1002333	338.37	FY 2024 - Uniforms - Certified Officers	10/20/2023
12960	GALLS LLC			CHICAGO	IL	22400675	1002333	170.95	FY 2024 - Uniforms - Certified Officers	10/20/2023
12960	GALLS LLC			CHICAGO	IL	22400675	1002333	248.96	FY 2024 - Uniforms - Certified Officers	10/20/2023
12960	GALLS LLC			CHICAGO	IL	22400675	1002333	171.04	FY 2024 - Uniforms - Certified Officers	10/20/2023
12960	GALLS LLC			CHICAGO	IL	22400675	1002333	64.30	FY 2024 - Uniforms - Certified Officers	10/20/2023
12960	GALLS LLC			CHICAGO	IL	22400675	1002333	82.96	FY 2024 - Uniforms - Certified Officers	10/20/2023
12960	GALLS LLC			CHICAGO	IL	22400675	1002333	98.97	FY 2024 - Uniforms - Certified Officers	10/20/2023
12960	GALLS LLC			CHICAGO	IL	22400675	1002333	105.22	FY 2024 - Uniforms - Certified Officers	10/20/2023
12960	GALLS LLC			CHICAGO	IL	22400675	1002333	82.96	FY 2024 - Uniforms - Certified Officers	10/20/2023
12960	GALLS LLC			CHICAGO	IL	22400675	1002333	30.00	FY 2024 - Uniforms - Certified Officers	10/20/2023
12960	GALLS LLC			CHICAGO	IL	22400675	1002333	56.50	FY 2024 - Uniforms - Certified Officers	10/20/2023
12960	GALLS LLC			CHICAGO	IL	22402911	1002365	284.96	Academy Uniforms - Olivares & Alvarado	10/27/2023
12960	GALLS LLC			CHICAGO	IL	22402911	1002365	284.96	Academy Uniforms - Olivares & Alvarado	10/27/2023
12960	GALLS LLC			CHICAGO	IL	22400675	1002365	35.95	FY 2024 - Uniforms - Certified Officers	10/27/2023
12960	GALLS LLC			CHICAGO	IL	22400675	1002365	359.95	FY 2024 - Uniforms - Certified Officers	10/27/2023
8928	GENERAL OPERATING FUND						406402	44,724.19	State Tax	10/6/2023
8928	GENERAL OPERATING FUND						406448	44,270.02	State Tax	10/20/2023
8928	GENERAL OPERATING FUND						406482	23,460.92	State Tax	10/25/2023
8928	GENERAL OPERATING FUND						406486	41.85	State Tax	10/25/2023
1455	GEORGE U CASTRO			CARLSBAD	NM	22306231	314852	1,482.06	Build rock/dirt screen	10/6/2023
1455	GEORGE U CASTRO			CARLSBAD	NM	22401969	314852	451.06	Build Vault lid @ Aviation Way	10/6/2023
1455	GEORGE U CASTRO			CARLSBAD	NM	22401449	314987	1,503.54	Building meter boxes for McKay St Apts	10/13/2023
1455	GEORGE U CASTRO			CARLSBAD	NM	22402704	315084	1,578.72	Shade for pipe rack Carlsbad yard	10/20/2023
14690	GERARD JAQUEZ			CARLSBAD	NM		1002295	15.00	Background check refund/FD	10/13/2023
343	GOOD TIMES TSHIRT ORGANIZATION LLC	GUERRILLA GRAPHIX		ALBUQUERQUE	NM	22402805	315160	222.85	advertisement stickers decor	10/27/2023
2933	GRAINGER			KANSAS CITY	MO	22402658	29298	160.84	Needed for Downtown Light Poles	10/13/2023
2933	GRAINGER			KANSAS CITY	MO	22402516	314853	2,455.30	Pipe for 4-post lift permanent Air System 4 Transi	10/6/2023
2933	GRAINGER			KANSAS CITY	MO	22402377	314853	323.34	ladders for service jobs	10/6/2023
2933	GRAINGER			KANSAS CITY	MO	22402460	314853	117.09	boots for A Quezada	10/6/2023
2933	GRAINGER			KANSAS CITY	MO	22402255	314853	(353.12)	80" dodge nerf bars, #440D89 new aco unit	10/6/2023
2933	GRAINGER			KANSAS CITY	MO	22402267	314853	144.38	TOOLS NEEDED FOR STREET DEPT	10/6/2023
2933	GRAINGER			KANSAS CITY	MO	22402186	314853	56.50	MATERIALS FOR STREET DEPT	10/6/2023
2933	GRAINGER			KANSAS CITY	MO	22402748	314988	312.48	filters	10/13/2023
2933	GRAINGER			KANSAS CITY	MO	22402750	314988	621.12	hvac parts	10/13/2023
2933	GRAINGER			KANSAS CITY	MO	22402749	314988	204.84	hvac parts	10/13/2023
2933	GRAINGER			KANSAS CITY	MO	22402705	314988	103.24	batteries	10/13/2023
2933	GRAINGER			KANSAS CITY	MO	22402672	314988	130.06	fuel cans for crews/D Contreras	10/13/2023
2933	GRAINGER			KANSAS CITY	MO	22402673	314988	33.02	ball pien for unit Unit 14189/A Quezada	10/13/2023
2933	GRAINGER			KANSAS CITY	MO	22402461	314988	148.36	SS tubing for PRV maintenance/R Lopez	10/13/2023
2933	GRAINGER			KANSAS CITY	MO	22402364	314988	298.47	neoprene sheet for gasket making	10/13/2023
2933	GRAINGER			KANSAS CITY	MO	22402570	314988	296.72	SS tubing for PRV maintenance/R Lopez/2ndreq	10/13/2023
2933	GRAINGER			KANSAS CITY	MO	22402751	315085	178.76	Tubing	10/20/2023
2933	GRAINGER			KANSAS CITY	MO	22402810	315085	205.20	Grainger	10/20/2023
2933	GRAINGER			KANSAS CITY	MO	22402833	315085	117.09	replace hip boots/M Ramirez	10/20/2023
2933	GRAINGER			KANSAS CITY	MO	22402785	315085	446.48	dc power supply 13.8v, 40 amp, 120v ac, #5jk2	10/20/2023
2933	GRAINGER			KANSAS CITY	MO	22402345	315085	203.16	Smoke Detectors	10/20/2023
2933	GRAINGER			KANSAS CITY	MO	22402887	315085	1,135.38	pumps for various jobs/J Archibeque	10/20/2023

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2933	GRAINGER			KANSAS CITY	MO	22402174	315161	113.64	paint to mark electrical line locates/J Corman	10/27/2023
2933	GRAINGER			KANSAS CITY	MO	22402487	315161	140.76	jack for unit Hector's 95342	10/27/2023
2933	GRAINGER			KANSAS CITY	MO	22402960	315161	521.30	replace panels on MLK bathrooms and various ones	10/27/2023
2933	GRAINGER			KANSAS CITY	MO	22402961	315161	490.56	Items needed for Electrical Shop	10/27/2023
2933	GRAINGER			KANSAS CITY	MO	22402961	315161	135.00	Items needed for Electrical Shop	10/27/2023
2933	GRAINGER			KANSAS CITY	MO	22403066	315161	1,539.02	MATERIALS FOR STREET DEPT	10/27/2023
2933	GRAINGER			KANSAS CITY	MO	22403066	315161	558.88	MATERIALS FOR STREET DEPT	10/27/2023
2933	GRAINGER			KANSAS CITY	MO	22402988	315230	72.20	relays for lift stations/B Howell	10/31/2023
2933	GRAINGER			KANSAS CITY	MO	22402988	315230	87.55	relays for lift stations/B Howell	10/31/2023
2933	GRAINGER			KANSAS CITY	MO	22402987	315230	192.28	spare tire assembly for trailer/R Myers	10/31/2023
2933	GRAINGER			KANSAS CITY	MO	22402986	315230	279.32	impact driver & bits for A Galindo/R Myers	10/31/2023
331	GRAY MEDIA GROUP INC			ATLANTA	GA	22401628	314854	1,140.00	advertising	10/6/2023
3021	GUY LUTMAN ENTERPRISES LLC		DBA AGC SIGN CENTRE	CARLSBAD	NM	22401744	314855	563.20	DOOR DECAL & #'S FOR VARIOUS DEPT	10/6/2023
3021	GUY LUTMAN ENTERPRISES LLC		DBA AGC SIGN CENTRE	CARLSBAD	NM	22402175	314855	413.50	DOOR DECAL & #'S FOR VARIOUS DEPT	10/6/2023
3021	GUY LUTMAN ENTERPRISES LLC		DBA AGC SIGN CENTRE	CARLSBAD	NM	22402752	314989	195.00	Pro Shop Supplies(No Outside Alcohol Signs)	10/13/2023
3021	GUY LUTMAN ENTERPRISES LLC		DBA AGC SIGN CENTRE	CARLSBAD	NM	22402812	315162	36.00	Number decals for new trucks	10/27/2023
10957	HALL ENVIRONMENTAL	ANALYSIS LABORATORY INC		ALBUQUERQUE	NM	22400793	1002296	901.67	monthly sampling	10/13/2023
10957	HALL ENVIRONMENTAL	ANALYSIS LABORATORY INC		ALBUQUERQUE	NM	22400793	1002296	1,466.01	monthly sampling	10/13/2023
3050	HALL MACHINE			CARLSBAD	NM	22402721	314990	334.16	Material for shade for pipe rack Carlsbad yard	10/13/2023
3050	HALL MACHINE			CARLSBAD	NM	22402611	315163	2,406.28	Material for Airport Well building cover	10/27/2023
3050	HALL MACHINE			CARLSBAD	NM	22402629	315163	1,427.78	Pipe protection port @ DE	10/27/2023
3060	HAMILTON ROOFING CO. INC.			CARLSBAD	NM	22305849	315164	54,899.59	REROOF OF ALEJANDRO RUIZ SENIOR CENTER	10/27/2023
567	HARRELL'S LLC			LAKELAND	FL	22402561	1002334	787.50	bent grass seed for golf greens	10/20/2023
4806	HEARST NEWSPAPER II, LLC		MIDLAND REPORTER TELEGRAM	PRESCOTT	AZ	22401579	315014	200.00	advertising	10/13/2023
4806	HEARST NEWSPAPER II, LLC		MIDLAND REPORTER TELEGRAM	PRESCOTT	AZ	22401579	315014	500.00	advertising	10/13/2023
11080	HEARST PROPERTIES		KOAT-TV, NOAT/ ESTRELLA, OOAT/TRUE CRIME NETWORK	ALBUQUERQUE	NM	22401453	315002	247.54	advertising	10/13/2023
11079	HEIL OF TEXAS	TEXAN WASTE EQUIPMENT INC		IRVING	TX	22402410	314991	1,633.31	HOSE CARRIER FOR SW #13258	10/13/2023
11079	HEIL OF TEXAS	TEXAN WASTE EQUIPMENT INC		IRVING	TX	22402709	315231	731.57	SPRINGS, FITTINGS, FILTERS FOR SW UNITS	10/31/2023
3159	HI LINE CO			DALLAS	TX	22402488	314856	1,471.37	PFA shop supplies	10/6/2023
3174	HINKLE SHANOR LLP			ROSWELL	NM	22401329	1002366	3,879.09	Annual Purchase Requisition for Small Matters	10/27/2023
8937	IBEW, LOCAL UNION #611			ALBUQUERQUE	NM		406403	321.30	Dues PR#1	10/6/2023
8937	IBEW, LOCAL UNION #611			ALBUQUERQUE	NM		406403	989.98	2% Fees PR#1	10/6/2023
1527	IMPRONTA LLC			ALBUQUERQUE	NM	22305325	314857	44,126.25	media Promotion	10/6/2023
3465	INGRAM LIBRARY SERVICES			ATLANTA	GA	22401424	314858	150.76	books - adult fiction/nonfiction	10/6/2023
3465	INGRAM LIBRARY SERVICES			ATLANTA	GA	22401424	314858	100.58	books - adult fiction/nonfiction	10/6/2023
3465	INGRAM LIBRARY SERVICES			ATLANTA	GA	22401936	314858	305.72	Books for adult fiction collection	10/6/2023
3465	INGRAM LIBRARY SERVICES			ATLANTA	GA	22401936	314858	16.83	Books for adult fiction collection	10/6/2023
3465	INGRAM LIBRARY SERVICES			ATLANTA	GA	22401578	314992	10.81	Youth Books for Circulation Collection	10/13/2023
3465	INGRAM LIBRARY SERVICES			ATLANTA	GA	22401578	315087	207.98	Youth Books for Circulation Collection	10/20/2023
3465	INGRAM LIBRARY SERVICES			ATLANTA	GA	22401578	315165	1,034.58	Youth Books for Circulation Collection	10/27/2023
735	INSIGHT PUBLIC SECTOR			TEMPE	AZ	22402446	1002255	415.93	Printer for Finance	10/6/2023
735	INSIGHT PUBLIC SECTOR			TEMPE	AZ	22402317	1002255	1,028.98	UPS Battery Backups	10/6/2023
735	INSIGHT PUBLIC SECTOR			TEMPE	AZ	22402400	1002255	183.80	Workstations for Clerks	10/6/2023
735	INSIGHT PUBLIC SECTOR			TEMPE	AZ	22402625	1002297	29,426.32	Network Switches for City Network	10/13/2023
735	INSIGHT PUBLIC SECTOR			TEMPE	AZ	22401269	1002297	579.99	Cables and Docks	10/13/2023
735	INSIGHT PUBLIC SECTOR			TEMPE	AZ	22402400	1002297	(183.80)	Workstations for Clerks	10/13/2023
735	INSIGHT PUBLIC SECTOR			TEMPE	AZ	22402400	1002335	183.80	Workstations for Clerks	10/20/2023
735	INSIGHT PUBLIC SECTOR			TEMPE	AZ	22402787	1002335	182.09	Keyboard and Mouse Combo	10/20/2023
735	INSIGHT PUBLIC SECTOR			TEMPE	AZ	22402850	1002335	4,534.80	Synology for City Buildings.	10/20/2023
735	INSIGHT PUBLIC SECTOR			TEMPE	AZ	22402849	1002335	14,483.88	Equipment for Rec Center	10/20/2023
735	INSIGHT PUBLIC SECTOR			TEMPE	AZ	22402849	1002335	298.81	Equipment for Rec Center	10/20/2023

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735	INSIGHT PUBLIC SECTOR			TEMPE	AZ	22402849	1002335	361.89	Equipment for Rec Center	10/20/2023
735	INSIGHT PUBLIC SECTOR			TEMPE	AZ	22402788	1002367	647.25	Tranceivers for Network Equipment	10/27/2023
735	INSIGHT PUBLIC SECTOR			TEMPE	AZ	22402849	1002367	2,462.14	Equipment for Rec Center	10/27/2023
735	INSIGHT PUBLIC SECTOR			TEMPE	AZ	22402563	1002367	219.34	Chargers - Surface Pros - Dispatch	10/27/2023
735	INSIGHT PUBLIC SECTOR			TEMPE	AZ	22403118	1002386	1,753.09	AIO Computers	10/31/2023
735	INSIGHT PUBLIC SECTOR			TEMPE	AZ	22402849	1002386	1,043.86	Equipment for Rec Center	10/31/2023
735	INSIGHT PUBLIC SECTOR			TEMPE	AZ	22403024	1002386	1,176.62	Network WIFI Access Points	10/31/2023
735	INSIGHT PUBLIC SECTOR			TEMPE	AZ	22403025	1002386	1,675.38	UPS Battery Backup for Server Room	10/31/2023
735	INSIGHT PUBLIC SECTOR			TEMPE	AZ	22400004	1002386	5,500.52	Adobe Annual Subscription	10/31/2023
735	INSIGHT PUBLIC SECTOR			TEMPE	AZ	22403026	1002386	321.22	Lantronix	10/31/2023
735	INSIGHT PUBLIC SECTOR			TEMPE	AZ	22403027	1002386	64.31	Monitor and wall mount	10/31/2023
3508	INTERNATIONAL INSTITUTE OF	MUNICIPAL CLERKS		RANCHO CUCAMONGA	CA	22403044	315232	225.00	IIMC annual membership fee through 12/31/2024	10/31/2023
3601	J & J PIPE & SUPPLY			CARLSBAD	NM	22402638	314859	41.94	splash pad	10/6/2023
3601	J & J PIPE & SUPPLY			CARLSBAD	NM	22402637	314859	144.80	Restock PVC	10/6/2023
3601	J & J PIPE & SUPPLY			CARLSBAD	NM	22402781	315088	115.90	Restock PVC	10/20/2023
3601	J & J PIPE & SUPPLY			CARLSBAD	NM	22402593	315233	1,062.61	Irrigation Parts	10/31/2023
541	J WAYNE BEVERS		CHAPARRAL CLAIMS & INVESTIGATIONS LLC	ROSWELL	NM	22401220	315074	596.23	Chaparral Claims Annual Requisition	10/20/2023
541	J WAYNE BEVERS		CHAPARRAL CLAIMS & INVESTIGATIONS LLC	ROSWELL	NM	22401220	315074	596.23	Chaparral Claims Annual Requisition	10/20/2023
541	J WAYNE BEVERS		CHAPARRAL CLAIMS & INVESTIGATIONS LLC	ROSWELL	NM	22401220	315074	677.77	Chaparral Claims Annual Requisition	10/20/2023
541	J WAYNE BEVERS		CHAPARRAL CLAIMS & INVESTIGATIONS LLC	ROSWELL	NM	22401220	315074	597.95	Chaparral Claims Annual Requisition	10/20/2023
541	J WAYNE BEVERS		CHAPARRAL CLAIMS & INVESTIGATIONS LLC	ROSWELL	NM	22401220	315151	597.09	Chaparral Claims Annual Requisition	10/27/2023
1327	JACKSON SUPPLY LLC			DENTON	TX	22402274	314861	487.87	gloves	10/6/2023
10533	JACOB DORADO			CARLSBAD	NM		314994	15.00	Background check refund/FD	10/13/2023
13101	JACOB MARQUEZ			CARLSBAD	NM		314995	20.00	SWAT Training Guadalupe Mtn Peak/PD	10/13/2023
1703	JAIME RENE AGUILERA			CARLSBAD	NM	22402450	29299	500.00	trash clean up Keep Carlsbad Beautiful	10/13/2023
3665	JAMES COOKE & HOBSON INC			ALBUQUERQUE	NM	22402594	315089	125.00	primary lift station	10/20/2023
3665	JAMES COOKE & HOBSON INC			ALBUQUERQUE	NM	22401806	315089	4,295.00	lid for driving range	10/20/2023
3665	JAMES COOKE & HOBSON INC			ALBUQUERQUE	NM	22402774	315089	125.00	shackles for primary	10/20/2023
3058	JAMES HAMILTON CONST. CO			SILVER CITY	NM	22402592	315090	2,500.02	Base coarse needed for Wellfield	10/20/2023
3058	JAMES HAMILTON CONST. CO			SILVER CITY	NM	22401626	315090	825.24	med coarse for various jobs/restock yard2	10/20/2023
10361	JAMES LOGSDON			ARTESIA	NM		314862	218.14	Travel to El Paso- PD	10/6/2023
10361	JAMES LOGSDON			ARTESIA	NM		314862	20.00	Travel to Guadalupe Mtn Peak- PD	10/6/2023
1589	JAVIS GRIEGO		FRONTLINE UPFITTING LLC	RIO RANCHO	NM	22402339	314986	8,978.29	Units 2308 & 2309 Upfit Labor	10/13/2023
3675	JENKINS FURNITURE			CARLSBAD	NM	22402436	314996	1,998.00	Lazy Boy Recliners	10/13/2023
3675	JENKINS FURNITURE			CARLSBAD	NM	22402841	315091	359.00	buffet table	10/20/2023
1036	JENKINS MARKETING CO LLC		JC GOLF ACCESSORIES	ENGLEWOOD	CO	22402032	1002257	225.00	Pro Shop Merchandise	10/6/2023
1036	JENKINS MARKETING CO LLC		JC GOLF ACCESSORIES	ENGLEWOOD	CO	22401208	1002257	104.00	Pro Shop Merchandise	10/6/2023
1036	JENKINS MARKETING CO LLC		JC GOLF ACCESSORIES	ENGLEWOOD	CO	22402792	1002336	2,225.48	Pro Shop Merchandise	10/20/2023
12028	JOHN BONNELL			CARLSBAD	NM		315166	199.08	Trvl to Liberty Hill - PD	10/27/2023
846	JOHN J PENNELL		TOTAL PRODUCTIONS	ROSWELL	NM	22307061	315210	263.98	internet connectors	10/27/2023
15410	JOHN MAJERUS			CARLSBAD	NM		314997	15.00	Background check refund/FD	10/13/2023
14047	JOHN RIDDLE			CARLSBAD	NM		314998	175.00	ARFF Live Burn Training, Clovis, NM/FD	10/13/2023
3767	JOHNSTONE SUPPLY			ALBUQUERQUE	NM	22402525	1002298	1,193.39	parts to repair AC at Fire Station 1, gym room	10/13/2023
13176	JORDAN REYES			EL PASO	TX		314863	507.00	Travel to Rio Rancho- PD	10/6/2023
1661	JORGE R. MARTINEZ		DESERT ICE & WATER COMPANY	CARLSBAD	NM	22401379	315079	125.00	Ice Delivery St. 1	10/20/2023
566	JOSE E BENAVIDEZ	THE A-TEAM OPERATIONS LLC		LOVING	NM	22401986	315139	2,122.14	City Shirts for the Construction Dept.	10/27/2023
566	JOSE E BENAVIDEZ	THE A-TEAM OPERATIONS LLC		LOVING	NM	22402041	315139	708.81	City Shirts for the Construction Dept.	10/27/2023
566	JOSE E BENAVIDEZ	THE A-TEAM OPERATIONS LLC		LOVING	NM	22402249	315139	2,186.58	Construction Dept overalls and jackets for winter	10/27/2023
329	JOSEPH HOUSER			CARLSBAD	NM		1002258	369.00	Travel to Clovis- Fire	10/6/2023
329	JOSEPH HOUSER			CARLSBAD	NM		1002299	369.00	Paramedic Internship, Clovis, NM/FD	10/13/2023
329	JOSEPH HOUSER			CARLSBAD	NM		1002299	369.00	Paramedic Internship, Clovis, NM/FD	10/13/2023



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329	JOSEPH HOUSER			CARLSBAD	NM		1002299	15.00	Background check refund/FD	10/13/2023
329	JOSEPH HOUSER			CARLSBAD	NM		1002368	369.00	Paramedic Internship-Clovis, NM/FD	10/27/2023
329	JOSEPH HOUSER			CARLSBAD	NM		1002368	369.00	Paramedic Internship-Clovis, NM/FD	10/27/2023
1021	JOSEPH ORTIZ	J O DESIGNS		CARLSBAD	NM	22400514	314860	214.79	LAPIDARY EQUIPMENT MAINTENANCE, MONITORING, TRAIN	10/6/2023
1021	JOSEPH ORTIZ	J O DESIGNS		CARLSBAD	NM	22400514	314993	214.79	LAPIDARY EQUIPMENT MAINTENANCE, MONITORING, TRAIN	10/13/2023
12501	JR DOPORTO			CARLSBAD	NM	22304455	315167	4,325.79	4th Annual Fishing Derby	10/27/2023
976	JUAN COELLO			EL PASO	TX		314864	507.00	Travel to Rio Rancho- PD	10/6/2023
12710	JUDY BRAKEMAN			CARLSBAD	NM		315168	204.51	Trvl to Liberty Hill - PD	10/27/2023
569	JULIE CHESTER	J CHESTER DESIGN LLC		LITHIA	FL	22401840	1002256	3,788.50	Julie Chester Advertising	10/6/2023
10448	JUST FOR CONCRETE			ARTESIA	NM	22402026	314865	505.92	MATERIALS FOR MEDIAN PROJECT	10/6/2023
10764	JWC ENVIRONMENTAL LLC			LOS ANGELES	CA	22401006	314999	8,490.04	panelview plus touch screen	10/13/2023
3813	K W FUELS, INC.			HOBBS	NM	22402491	1002259	1,920.00	Propane	10/6/2023
3541	KARS LLC	CARLSBAD FORD LINCOLN		ROSWELL	NM	22402489	314831	520.42	404 Brake calipers	10/6/2023
3541	KARS LLC	CARLSBAD FORD LINCOLN		ROSWELL	NM	22402523	314968	2,113.59	402 - BUMPER(TH)F/D	10/13/2023
3541	KARS LLC	CARLSBAD FORD LINCOLN		ROSWELL	NM	22402297	314968	(165.88)	PD 2305 Transmission line and fluid	10/13/2023
3541	KARS LLC	CARLSBAD FORD LINCOLN		ROSWELL	NM	22402524	314968	20.91	2nd piece to hectors truck liftbar	10/13/2023
3541	KARS LLC	CARLSBAD FORD LINCOLN		ROSWELL	NM	22402834	315070	1,712.72	402 - RADIATOR(TH)F/D	10/20/2023
3541	KARS LLC	CARLSBAD FORD LINCOLN		ROSWELL	NM	22402888	315070	11.43	410 - PULLIES AND BELT(TH)F/D	10/20/2023
3541	KARS LLC	CARLSBAD FORD LINCOLN		ROSWELL	NM	22402962	315149	399.48	405 - HOOD SHOCK(TH)F/D AND STOCK	10/27/2023
3541	KARS LLC	CARLSBAD FORD LINCOLN		ROSWELL	NM	22402963	315149	132.85	402 coolant hoses	10/27/2023
3541	KARS LLC	CARLSBAD FORD LINCOLN		ROSWELL	NM	22401696	315149	1,603.68	Estimated Diagnostics 4 Leaks on Service truck 961	10/27/2023
14153	KATHRYN PRELL			CARLSBAD	NM		315000	20.00	Dispatch Academy-Practicals, Hobbs, NM/PD	10/13/2023
12615	KELLY SMYER			CARLSBAD	NM		314866	524.00	Travel to ABQ- WWC	10/6/2023
14257	KENNETH AHRENS			CARLSBAD	NM		315001	465.00	NM Fire Chiefs Conference, Ruidoso, NM/FD	10/13/2023
14257	KENNETH AHRENS			CARLSBAD	NM		315001	17.00	Background check refund/FD	10/13/2023
3945	KRISTINA B HILLMER	KRISTINA'S CUSTOM FRAMING		CARLSBAD	NM	22400196	315092	230.90	2024 Kristina's framing Citizens Procl-Photos	10/20/2023
11075	KRQE TV, KASA TV, KBIM TV			DALLAS	TX	22401371	315093	2,206.31	advertising	10/20/2023
1027	L & F DISTRIBUTORS LLC			CORPUS CHRISTI	TX	22402482	314867	347.40	Alcohol for Pro Shop	10/6/2023
1027	L & F DISTRIBUTORS LLC			CORPUS CHRISTI	TX	22402818	315094	1,042.20	Alcohol for Pro Shop	10/20/2023
11867	LA CUEVA PET CARE CENTER			CARLSBAD	NM	22402014	314868	483.28	FY 24 - K9 Care/Food	10/6/2023
4310	LAWSON PRODUCTS INC			CHICAGO	IL	22402674	315003	105.98	blades for portable saws/mech supplies	10/13/2023
12885	LD SUPPLY LLC			ALBUQUERQUE	NM	22402227	1002337	141.19	FACILITY MAINTENANCE SUPPLIES FOR NMSRC	10/20/2023
4340	LEA COUNTY ELEC COOP. INC			LOVINGTON	NM	22400264	1002261	6,823.49	Invoice group 39251	10/6/2023
4340	LEA COUNTY ELEC COOP. INC			LOVINGTON	NM	22400264	1002369	6,761.19	EST YRLY COST ELEC SERV DE WELLFLD TO LH 6/23-5/24	10/27/2023
11518	LEATHAM FAMILY LLC	SYMBOLARTS LLC		OGDEN	UT	22401430	1002274	1,514.50	CPD Badges	10/6/2023
11518	LEATHAM FAMILY LLC	SYMBOLARTS LLC		OGDEN	UT	22401939	1002274	1,199.50	Honor Guard Challenge Coins	10/6/2023
11518	LEATHAM FAMILY LLC	SYMBOLARTS LLC		OGDEN	UT	22402262	1002389	1,114.50	Detective Challenge Coins	10/31/2023
10578	LEE WILSON & ASSOCIATES INC			SANTA FE	NM	22402216	315004	333.76	Water conservation analysis & report generation	10/13/2023
10578	LEE WILSON & ASSOCIATES INC			SANTA FE	NM	22200532	315169	1,780.77	Water conservation analysis/report generation	10/27/2023
1280	LEVEL 3 FINANCING, INC	CENTURYLINK		BROOMFIELD	CO	22400277	315005	1,098.76	FY 2024 - Utility - TELEPHONE	10/13/2023
1454	LEXISNEXIS RISK SOLUTIONS FL INC	LEXISNEXIS RISK SOLUTIONS		ALPHARETTA	GA	22400019	314869	248.09	FY 2024 - TRAX Subscription	10/6/2023
4359	LIFE ASSIST INC			RANCHO CORDOVA	CA	22400362	1002262	6,260.93	Annual Purchases for EMS Supplies - FY 23-24	10/6/2023
4359	LIFE ASSIST INC			RANCHO CORDOVA	CA	22400362	1002262	441.34	Annual Purchases for EMS Supplies - FY 23-24	10/6/2023
4359	LIFE ASSIST INC			RANCHO CORDOVA	CA	22402443	1002262	6,189.30	Replacement AED Pads	10/6/2023
12977	LONNIE SALAZAR			ROSWELL	NM		315170	42.00	Anatomy Lab in Lubbock, TX/FD	10/27/2023
11815	LOWE'S			ATLANTA	GA	22402729	29300	80.00	Transactin#2865572	10/13/2023
11815	LOWE'S			ATLANTA	GA	22402764	29303	28.42	material for Caveman ""C"" project/S Garcia	10/20/2023
11815	LOWE'S			ATLANTA	GA	22402515	314870	1,512.44	Material and supplies needed for Const. dept	10/6/2023
11815	LOWE'S			ATLANTA	GA	22402421	314870	182.13	FACILITY MAINTENANCE SUPPLIES FOR NMSRC	10/6/2023
11815	LOWE'S			ATLANTA	GA	22402474	314870	37.92	exhibit hardware	10/6/2023
11815	LOWE'S			ATLANTA	GA	22402507	314870	312.55	20V Saws	10/6/2023

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11815	LOWE'S			ATLANTA	GA	22402507	314870	132.05	20V Saws	10/6/2023
11815	LOWE'S			ATLANTA	GA	22402619	314870	233.75	hoses and reel for facility maint.	10/6/2023
11815	LOWE'S			ATLANTA	GA	22401627	314870	170.94	Pad locks for PW gates	10/6/2023
11815	LOWE'S			ATLANTA	GA	22402607	315006	280.00	FLATT FENDER WASHERS FOR 3 CY	10/13/2023
11815	LOWE'S			ATLANTA	GA	22402575	315006	13.26	funnels for various jobs/MLL	10/13/2023
11815	LOWE'S			ATLANTA	GA	22402759	315006	266.44	transaction 2948449	10/13/2023
11815	LOWE'S			ATLANTA	GA	22401709	315006	369.55	tool boxes and hitch adapter 2 trucks	10/13/2023
11815	LOWE'S			ATLANTA	GA	22402678	315006	38.32	Material needed for Fountain by the Rec	10/13/2023
11815	LOWE'S			ATLANTA	GA	22402559	315006	199.46	repellent and supplies for facility	10/13/2023
11815	LOWE'S			ATLANTA	GA	22402814	315006	259.32	10x10 canopy (old one got destroyed by wind) #1126	10/13/2023
11815	LOWE'S			ATLANTA	GA	22402760	315095	25.52	batteries for clocks & timers	10/20/2023
11815	LOWE'S			ATLANTA	GA	22402778	315095	672.40	Maintenance equipment for Sports Complex	10/20/2023
11815	LOWE'S			ATLANTA	GA	22402825	315095	12.62	PVC glue/primer for various jobs/T Harvey	10/20/2023
11815	LOWE'S			ATLANTA	GA	22402861	315095	61.73	Pro Shop Supplies	10/20/2023
11815	LOWE'S			ATLANTA	GA	22402938	315095	56.16	Lowes	10/20/2023
11815	LOWE'S			ATLANTA	GA	22402910	315171	464.51	Maintenance equipment for the Sports Cpmplex	10/27/2023
11815	LOWE'S			ATLANTA	GA	22402861	315171	900.10	Pro Shop Supplies	10/27/2023
11815	LOWE'S			ATLANTA	GA	22402991	315171	137.22	decor for facility	10/27/2023
11815	LOWE'S			ATLANTA	GA	22402622	315171	208.84	facility appearance	10/27/2023
11815	LOWE'S			ATLANTA	GA	22402559	315171	775.07	repellent and supplies for facility	10/27/2023
11815	LOWE'S			ATLANTA	GA	22402956	315171	246.64	Evidence Supplies	10/27/2023
11815	LOWE'S			ATLANTA	GA	22402909	315171	424.70	facility supplies /office	10/27/2023
11815	LOWE'S			ATLANTA	GA	22402909	315171	53.16	facility supplies /office	10/27/2023
4731	MAIL SERVICE CENTER	MYRLENE GALLARDO		CARLSBAD	NM	22402463	314871	97.10	shipping costs for two meters	10/6/2023
4731	MAIL SERVICE CENTER	MYRLENE GALLARDO		CARLSBAD	NM	22400162	314871	25.64	FY 2024 - Special Mail Service	10/6/2023
4731	MAIL SERVICE CENTER	MYRLENE GALLARDO		CARLSBAD	NM	22400162	314871	144.43	FY 2024 - Special Mail Service	10/6/2023
4731	MAIL SERVICE CENTER	MYRLENE GALLARDO		CARLSBAD	NM	22400162	314871	93.95	FY 2024 - Special Mail Service	10/6/2023
4731	MAIL SERVICE CENTER	MYRLENE GALLARDO		CARLSBAD	NM	22400162	314871	18.20	FY 2024 - Special Mail Service	10/6/2023
4731	MAIL SERVICE CENTER	MYRLENE GALLARDO		CARLSBAD	NM	22400162	314871	23.15	FY 2024 - Special Mail Service	10/6/2023
4731	MAIL SERVICE CENTER	MYRLENE GALLARDO		CARLSBAD	NM	22400162	314871	17.40	FY 2024 - Special Mail Service	10/6/2023
4731	MAIL SERVICE CENTER	MYRLENE GALLARDO		CARLSBAD	NM	22400162	314871	21.40	FY 2024 - Special Mail Service	10/6/2023
4731	MAIL SERVICE CENTER	MYRLENE GALLARDO		CARLSBAD	NM	22400162	314871	17.40	FY 2024 - Special Mail Service	10/6/2023
4731	MAIL SERVICE CENTER	MYRLENE GALLARDO		CARLSBAD	NM	22400162	314871	17.40	FY 2024 - Special Mail Service	10/6/2023
4731	MAIL SERVICE CENTER	MYRLENE GALLARDO		CARLSBAD	NM	22401790	314871	654.35	Shipping water samples	10/6/2023
4731	MAIL SERVICE CENTER	MYRLENE GALLARDO		CARLSBAD	NM	22401790	314871	323.84	Shipping water samples	10/6/2023
4731	MAIL SERVICE CENTER	MYRLENE GALLARDO		CARLSBAD	NM	22401790	314871	871.96	Shipping water samples	10/6/2023
4731	MAIL SERVICE CENTER	MYRLENE GALLARDO		CARLSBAD	NM	22400162	315007	27.90	FY 2024 - Special Mail Service	10/13/2023
1538	MARIA M. LOPEZ		P & R ENTERPRISES LLC	CARLSBAD	NM	22307211	314904	2,499.86	gas line repair	10/6/2023
1698	MARIE E BLEA			CARLSBAD	NM	22402720	314953	2,499.10	Design Work for Zia at San Jose Plaza	10/6/2023
861	MARJANOVIC LAW LLC			ALBUQUERQUE	NM	22400462	1002300	1,076.25	Annual	10/13/2023
10532	MARK JOHNSON			CARLSBAD	NM		315008	20.00	background check refund/FD	10/13/2023
9474	MARK MORENO			CARLSBAD	NM		315009	15.00	Background check refund/FD	10/13/2023
1493	MARRS GRIEBEL LAW, LTD.			ALBUQUERQUE	NM	22403022	315172	5,963.50	Marrs Griebel Law, Ltd	10/27/2023
12649	MASEK ROCKY MTN GOLF CARS			ALBUQUERQUE	NM	22402457	315096	1,533.28	Golf Cart Maintenance	10/20/2023
12649	MASEK ROCKY MTN GOLF CARS			ALBUQUERQUE	NM	22402279	315234	13,322.00	Utility Cart for golf course	10/31/2023
4779	MASTER LUBE INC			CARLSBAD	NM	22306375	314872	66.94	OIL CHANGES FOR WATER DEPT.	10/6/2023
4779	MASTER LUBE INC			CARLSBAD	NM	22400435	314873	88.94	Projects/Eng. Vehicle Maintenance 2023-2024	10/6/2023
4779	MASTER LUBE INC			CARLSBAD	NM	22306375	315010	123.69	OIL CHANGES FOR WATER DEPT.	10/13/2023
4779	MASTER LUBE INC			CARLSBAD	NM	22306375	315010	98.44	OIL CHANGES FOR WATER DEPT.	10/13/2023
4779	MASTER LUBE INC			CARLSBAD	NM	22306375	315011	123.69	OIL CHANGES FOR WATER DEPT.	10/13/2023
4779	MASTER LUBE INC			CARLSBAD	NM	22306375	315011	71.69	OIL CHANGES FOR WATER DEPT.	10/13/2023

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4779	MASTER LUBE INC			CARLSBAD	NM	22402824	315097	83.69	OIL CHANGES FOR WATER DEPT.	10/20/2023
4779	MASTER LUBE INC			CARLSBAD	NM	22400151	315097	86.94	Annual PO = Transit oil chng/service 7/23 thru 6/2	10/20/2023
4759	MCCOYS LUMBER			CARLSBAD	NM	22401050	314874	104.66	panels for airport well/A Parraz	10/6/2023
4759	MCCOYS LUMBER			CARLSBAD	NM	22401697	314874	346.98	Material needed for Irrigation at various Parks	10/6/2023
4759	MCCOYS LUMBER			CARLSBAD	NM	22401815	314874	157.23	Material needed for 6mile-dam	10/6/2023
4759	MCCOYS LUMBER			CARLSBAD	NM	22207637	315098	(23.00)	Material needed for repair Rock Wall at Beach	10/20/2023
4759	MCCOYS LUMBER			CARLSBAD	NM	22402878	315098	980.47	Needed for Construction Department	10/20/2023
4759	MCCOYS LUMBER			CARLSBAD	NM	22403038	315235	23.74	replace mail box 213 N James/I Able	10/31/2023
4764	MCGEE CO			DENVER	CO	22401187	315174	54.20	tr555e valve stem for alum wheel	10/27/2023
4764	MCGEE CO			DENVER	CO	22402323	315174	786.12	ch350lo lock on chuck 1/4	10/27/2023
3033	MD SOLUTIONS INC			PLAIN CITY	OH	22402008	314875	1,220.07	Materials for sign shop	10/6/2023
3033	MD SOLUTIONS INC			PLAIN CITY	OH	22402008	314875	582.19	Materials for sign shop	10/6/2023
1309	MEDICAL AIR SERVICES ASSOCIATION, INC			PLANTATION	FL		406404	1,923.00	B2BCOCARL PR#1	10/6/2023
1309	MEDICAL AIR SERVICES ASSOCIATION, INC			PLANTATION	FL		406449	1,923.00	BCBCOCARL PR#2	10/20/2023
893	MH5500 LLC		BATTERIES PLUS 853	CARLSBAD	NM	22402699	315012	64.99	HONDA GENERATOR(TH)F/D / HAZMT TEC TRAILER	10/13/2023
893	MH5500 LLC		BATTERIES PLUS 853	CARLSBAD	NM	22402828	315012	175.99	2015 taurus vehicle battery, used unit donated fro	10/13/2023
893	MH5500 LLC		BATTERIES PLUS 853	CARLSBAD	NM	22402851	315099	1,329.00	RESTOCK FOR P/D & F/D	10/20/2023
893	MH5500 LLC		BATTERIES PLUS 853	CARLSBAD	NM	22402959	315099	259.98	407- BATTERY MAINTAINER(TH)F/D	10/20/2023
893	MH5500 LLC		BATTERIES PLUS 853	CARLSBAD	NM	22402789	315175	639.98	Batteries needed for the Zia Sign	10/27/2023
893	MH5500 LLC		BATTERIES PLUS 853	CARLSBAD	NM	22402761	315175	639.98	Batteries needed at ARC for Solar flag lights	10/27/2023
931	MICHAEL GREEN	ELEVATED LLC	ELEVATED CLIMBING	CHATTANOOGA	TN	22401726	1002251	2,476.48	Rope Rescue harness for technical rescue team	10/6/2023
931	MICHAEL GREEN	ELEVATED LLC	ELEVATED CLIMBING	CHATTANOOGA	TN	22402146	1002251	1,066.38	webbing for rope rescue and firefighting	10/6/2023
1303	MICHAEL W WOOD			CARLSBAD	NM	22400174	314876	100.87	Uniform Patches & Repairs July 23 - June 24	10/6/2023
5274	MIDCO DIVING & MARINE SERVICES, INC			RAPID CITY	SD	22307237	315013	5,013.24	Inspection for Res. 1 & 3/Quotes scanned	10/13/2023
1720	MIDWEST FINANCE CORPORATION			ANTHONY	TX		406405	696.78	M-17-CV-2023-00075	10/6/2023
1720	MIDWEST FINANCE CORPORATION			ANTHONY	TX		406450	656.02	M-17-CV-2023-00075	10/20/2023
1720	MIDWEST FINANCE CORPORATION			ANTHONY	TX		406483	304.60	M-17-CV-2023-00075	10/25/2023
4869	MIDWEST TAPE			CINCINNATI	OH	22400129	1002370	124.99	DVDs for adult circulating collection	10/27/2023
1534	MIGHTY WASH			LUBBOCK	TX	22400169	314877	80.00	Maintenance on Executive Vehicle	10/6/2023
5218	MILLER ENGINEERS INC		DBA SOUDER, MILLER & ASSOCIATES	ALBUQUERQUE	NM	22301151	1002264	29,023.72	Engineering services for Double Eagle waterline	10/6/2023
5218	MILLER ENGINEERS INC		DBA SOUDER, MILLER & ASSOCIATES	ALBUQUERQUE	NM	22104572	1002371	5,289.18	Engineering work for Blodget waterline relocation	10/27/2023
5218	MILLER ENGINEERS INC		DBA SOUDER, MILLER & ASSOCIATES	ALBUQUERQUE	NM	22306866	1002387	4,756.83	TASK ORDER FOR SMA PLANNING SUPPORT ON DOE EECBG	10/31/2023
4872	MINE SUPPLY	A DIVISION OF PURVIS IND.		DALLAS	TX	22400845	315236	441.23	EST COST FOR HOSES, ORINGS, FITTINGS, &ETC SW UNIT	10/31/2023
4872	MINE SUPPLY	A DIVISION OF PURVIS IND.		DALLAS	TX	22400845	315236	167.48	EST COST FOR HOSES, ORINGS, FITTINGS, &ETC SW UNIT	10/31/2023
388	MISSION COMMUNICATIONS LLC			NORCROSS	GA	22400291	315100	3,666.60	EST YRLY 7/23 TO 6/23 WIRELESS MONITOR WATER SYSTE	10/20/2023
4905	MODRALL SPERLING, ROEHL	HARRIS & SISK, PA		ALBUQUERQUE	NM	22401330	315101	2,140.12	Annual Purchase Requisition for WR/SG	10/20/2023
4935	MORRISON SUPPLY			DALLAS	TX	22402536	314878	85.76	rnd run cap	10/6/2023
4935	MORRISON SUPPLY			DALLAS	TX	22402655	315015	61.05	plumbing parts	10/13/2023
4935	MORRISON SUPPLY			DALLAS	TX	22402659	315015	88.86	Irrigation parts for Sports Complex	10/13/2023
4935	MORRISON SUPPLY			DALLAS	TX	22402176	315015	771.89	Commercial Gas Flex Hose for stove and fryer	10/13/2023
4935	MORRISON SUPPLY			DALLAS	TX	22402753	315015	1,129.60	Material needed for Irrigation at various Parks	10/13/2023
4935	MORRISON SUPPLY			DALLAS	TX	22403020	315176	9.23	repair of a/c	10/27/2023
4935	MORRISON SUPPLY			DALLAS	TX	22402856	315177	949.88	Morrison Supply	10/27/2023
5009	MORROW, REARDON, MILLER,	WILKINSON, LTD., CORP.	MRWM LANDSCAPE ARCHITECTS, PLAND COLLABORATIVE	ALBUQUERQUE	NM	22306218	315237	322.88	Desgn for the rehabilitation of Shorthorn Park	10/31/2023
4949	MOTOROLA INC			CHICAGO	IL	22304483	315102	1,228.20	Radio Accessories	10/20/2023
4949	MOTOROLA INC			CHICAGO	IL	22304483	315178	2,803.70	Radio Accessories	10/27/2023
4949	MOTOROLA INC			CHICAGO	IL	22304483	315178	2,365.20	Radio Accessories	10/27/2023
4925	MSC INDUSTRIAL SUPPLY CO.			ST. LOUIS	MO	22402492	314879	11.10	Wire brushes for Construction D	10/6/2023
4925	MSC INDUSTRIAL SUPPLY CO.			ST. LOUIS	MO	22402492	315016	122.10	Wire brushes for Construction D	10/13/2023
4862	MTD INC-THE KID	101.5 / 107.1 FM		LOVINGTON	NM	22401367	314880	675.68	advertising	10/6/2023
4862	MTD INC-THE KID	101.5 / 107.1 FM		LOVINGTON	NM	22401367	314880	675.68	advertising	10/6/2023

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4997	MYRON CORP			BALTIMORE	MD	22402686	315103	1,365.15	HHWC Give-A-Ways for September 23 & April 23	10/20/2023
12913	N7 TACTICAL TRAINING LLC			CARLSBAD	NM	22402556	314881	1,500.00	Advanced SWAT Training for SWAT Medics	10/6/2023
13366	NATIONAL INDUSTRIAL & SAFETY SUPPLY LLC			OLYMPIA	WA	22402912	315179	396.00	absorbent pads for bay 2/forklift leaks	10/27/2023
11969	NATIONAL PEN CO LLC	CIMPRESS USA INC		SAN DIEGO	CA	22402125	315018	248.56	community awareness event October 4, 2023	10/13/2023
5810	NEW MEXICO GAS CO. INC.			ALBUQUERQUE	NM	22400058	314882	185.23	Gas Service for All Stations July 23 - June 24	10/6/2023
5810	NEW MEXICO GAS CO. INC.			ALBUQUERQUE	NM	22400910	315019	197.58	0754712, 0751617, 0769351	10/13/2023
5810	NEW MEXICO GAS CO. INC.			ALBUQUERQUE	NM	22400910	315104	998.46	FY 2023-2024 Annual Utility Gas	10/20/2023
5483	NEW MEXICO MAGAZINE			SANTA FE	NM	22305385	314883	3,186.65	Advertising with New Mexico Magazine 2023-2024	10/6/2023
5483	NEW MEXICO MAGAZINE			SANTA FE	NM	22400438	314883	3,186.65	advertising	10/6/2023
6722	NEW MEXICO SECRETARY OF STATE			SANTA FE	NM	22402676	314922	30.00	Notary Filing Fee	10/6/2023
11750	NEW TRAVERTINE, INC.			BELEN	NM	22401348	315180	4,125.75	Stone for Halagueno Arts Park (Sloe Source)	10/27/2023
2349	NFPA			AVON	MA	22402580	315181	72.00	fire prevention videos for elementary schools	10/27/2023
12419	NICHE ACADEMY LLC			LEHI	UT	22400148	1002265	4,500.00	Niche Academy database subscription	10/6/2023
5551	NICHOLS PRINTING, INC.			CARLSBAD	NM	22402493	315020	480.00	Business Registration Certificates	10/13/2023
5551	NICHOLS PRINTING, INC.			CARLSBAD	NM	22402571	315182	657.00	QR Code Cards	10/27/2023
8953	NM CHILD SUPPORT	ENFORCEMENT DIVISION		DALLAS	TX		406406	204.46	395691	10/6/2023
8953	NM CHILD SUPPORT	ENFORCEMENT DIVISION		DALLAS	TX		406406	44.77	256156	10/6/2023
8953	NM CHILD SUPPORT	ENFORCEMENT DIVISION		DALLAS	TX		406406	276.92	268617	10/6/2023
8953	NM CHILD SUPPORT	ENFORCEMENT DIVISION		DALLAS	TX		406406	297.23	421456	10/6/2023
8953	NM CHILD SUPPORT	ENFORCEMENT DIVISION		DALLAS	TX		406406	120.00	262914	10/6/2023
8953	NM CHILD SUPPORT	ENFORCEMENT DIVISION		DALLAS	TX		406406	115.38	374496	10/6/2023
8953	NM CHILD SUPPORT	ENFORCEMENT DIVISION		DALLAS	TX		406451	204.46	395691	10/20/2023
8953	NM CHILD SUPPORT	ENFORCEMENT DIVISION		DALLAS	TX		406451	44.77	256156	10/20/2023
8953	NM CHILD SUPPORT	ENFORCEMENT DIVISION		DALLAS	TX		406451	276.92	268617	10/20/2023
8953	NM CHILD SUPPORT	ENFORCEMENT DIVISION		DALLAS	TX		406451	297.23	421456	10/20/2023
8953	NM CHILD SUPPORT	ENFORCEMENT DIVISION		DALLAS	TX		406451	120.00	262914	10/20/2023
8953	NM CHILD SUPPORT	ENFORCEMENT DIVISION		DALLAS	TX		406451	115.38	374496	10/20/2023
5459	NM DEPT OF WORKFORCE SOL			ALBUQUERQUE	NM		315183	4,481.76	Unemployment Claims 3rd Qtr 2023	10/27/2023
5471	NM FLOODPLAIN MANAGERS ASSOC			ROSWELL	NM	22402918	315105	250.00	Jeff E Patterson 679 Registration	10/20/2023
5467	NM JUNIOR COLLEGE	ACCOUNTS RECEIVABLE		HOBBS	NM	22400919	314884	3,603.00	Dispatch Academy - Baskin, Heft, Lukins	10/6/2023
5467	NM JUNIOR COLLEGE	ACCOUNTS RECEIVABLE		HOBBS	NM	22401946	315106	3,000.00	Employee CDL -Training	10/20/2023
5484	NM LIBRARY ASSOCIATION			ALBUQUERQUE	NM	22400131	314885	60.00	New Mexico State Library Association membership	10/6/2023
5536	NM ONE CALL SYSTEMS INC		DBA NEW MEXICO 811	ALBUQUERQUE	NM	22400393	315107	2,264.00	EST YEARLY ONE CALL SYSTEM 7-2023 TO 6-2024	10/20/2023
8955	NM RETIREE HEALTH CARE			DALLAS	TX		406407	38,181.92	RHCA PR#1	10/6/2023
8955	NM RETIREE HEALTH CARE			DALLAS	TX		406452	38,577.02	RHCA PR#2	10/20/2023
5497	NMML	NM MUNICIPAL LEAGUE		SANTA FE	NM	22402437	314886	250.00	2023 Master Municipal Clerk Academy	10/6/2023
5555	NMWWA			ESPANOLA	NM	22401746	314887	300.00	NMWWA Class	10/6/2023
5555	NMWWA			ESPANOLA	NM	22401116	314888	120.00	Workshop Registration Fees	10/6/2023
5555	NMWWA			ESPANOLA	NM	22401117	314888	120.00	Workshop Registration Fees	10/6/2023
5546	NOAH'S ARK, INC.			CARLSBAD	NM	22400391	314889	23,224.11	FY 24 - Shelter Maintenance Contract	10/6/2023
5546	NOAH'S ARK, INC.			CARLSBAD	NM	22400391	315108	23,224.11	FY 24 - Shelter Maintenance Contract	10/20/2023
11266	NOALMARK BROADCASTING COR	KIXN-KZOR-KPZA-KLEA-KEJL	KBIM RADIO	HOBBS	NM	22401374	315184	1,075.83	advertising	10/27/2023
5572	NORTHERN SAFETY CO.,INC.			UTICA	NY	22402366	1002301	93.66	bandage & wipes for 1st aid kits front offices	10/13/2023
13398	NORTHERN TOOL & EQUIPMENT	CATALOG HOLDINGS INC		BURNSVILLE	MN	22402282	314890	2,314.38	shop supplies	10/6/2023
13398	NORTHERN TOOL & EQUIPMENT	CATALOG HOLDINGS INC		BURNSVILLE	MN	22402869	315185	119.99	Tool needed @ DE for Luke	10/27/2023
13398	NORTHERN TOOL & EQUIPMENT	CATALOG HOLDINGS INC		BURNSVILLE	MN	22402993	315238	59.98	adjustable wrench sets for warehouse	10/31/2023
1532	NOTHERN GIFTS INC			BLAINE	WA	22401648	314891	563.01	Northern Gifts Canned Critters	10/6/2023
11090	ODESSA AMERICAN	AIM MEDIA TEXAS OPERATING		MCALLEN	TX	22401373	314892	2,500.00	advertising	10/6/2023
5639	OFFICE DEPOT INC.			DALLAS	TX	22402454	314893	74.97	Office supplies needed for PW office	10/6/2023
5639	OFFICE DEPOT INC.			DALLAS	TX	22402239	314893	56.98	Laptop Case	10/6/2023
5639	OFFICE DEPOT INC.			DALLAS	TX	22402454	314893	164.96	Office supplies needed for PW office	10/6/2023

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5639	OFFICE DEPOT INC.			DALLAS	TX	22402614	315021	53.48	Office supplies needed for PW office	10/13/2023
5639	OFFICE DEPOT INC.			DALLAS	TX	22402687	315021	21.48	OFFICE SUPPLIES DAILY USE	10/13/2023
5639	OFFICE DEPOT INC.			DALLAS	TX	22402687	315021	4.79	OFFICE SUPPLIES DAILY USE	10/13/2023
5639	OFFICE DEPOT INC.			DALLAS	TX	22402687	315021	34.97	OFFICE SUPPLIES DAILY USE	10/13/2023
5639	OFFICE DEPOT INC.			DALLAS	TX	22402614	315109	21.99	Office supplies needed for PW office	10/20/2023
5639	OFFICE DEPOT INC.			DALLAS	TX	22402687	315109	58.06	OFFICE SUPPLIES DAILY USE	10/20/2023
5639	OFFICE DEPOT INC.			DALLAS	TX	22402687	315109	16.99	OFFICE SUPPLIES DAILY USE	10/20/2023
5639	OFFICE DEPOT INC.			DALLAS	TX	22402919	315186	71.36	CD/MS Office Supplies	10/27/2023
5639	OFFICE DEPOT INC.			DALLAS	TX	22402919	315186	291.39	CD/MS Office Supplies	10/27/2023
5639	OFFICE DEPOT INC.			DALLAS	TX	22403007	315239	293.93	OFFICE SUPPLIES DAILY USE	10/31/2023
5639	OFFICE DEPOT INC.			DALLAS	TX	22403007	315239	17.58	OFFICE SUPPLIES DAILY USE	10/31/2023
5639	OFFICE DEPOT INC.			DALLAS	TX	22403007	315239	26.58	OFFICE SUPPLIES DAILY USE	10/31/2023
5639	OFFICE DEPOT INC.			DALLAS	TX	22403007	315239	213.78	OFFICE SUPPLIES DAILY USE	10/31/2023
5639	OFFICE DEPOT INC.			DALLAS	TX	22403006	315239	203.78	Office Supplies	10/31/2023
9999	ONE TIME						314894	50.00	Deposit Refund for RRC Rental	10/6/2023
9999	ONE TIME						314895	50.00	Deposit Refund for RRC Rental	10/6/2023
9999	ONE TIME						314896	4.00	Plumbing Permit- Refund	10/6/2023
9999	ONE TIME						314897	36.00	Building Permit- Refund	10/6/2023
9999	ONE TIME						314898	132.50	Building Permit- Refund	10/6/2023
9999	ONE TIME						314899	500.00	Deposit Refund for WGPAC Rental	10/6/2023
9999	ONE TIME						314900	500.00	Deposit Refund for WGPAC Rental	10/6/2023
9999	ONE TIME						314901	500.00	Deposit Refund for WGPAC Rental	10/6/2023
9999	ONE TIME						314902	50.00	Deposit Refund for RRC	10/6/2023
9999	ONE TIME						315022	50.00	Deposit Refund for RRC Rental	10/13/2023
9999	ONE TIME						315023	500.00	Deposit Refund Walter Gerrells Perf Arts Rental	10/13/2023
9999	ONE TIME						315110	384.98	reimbursement for damaged window by city employee	10/20/2023
9999	ONE TIME						315111	500.00	Deposit Refund for Walter Gerrells Per Arts	10/20/2023
9999	ONE TIME						315112	2,000.00	Tracy Farms/pipeline easement fee/credit 010101007	10/20/2023
9999	ONE TIME						315113	500.00	Deposit Refund for Walter Gerrells Perf Arts Renta	10/20/2023
9999	ONE TIME						315114	50.00	Deposit Refund for RRC	10/20/2023
9999	ONE TIME						315115	50.00	Deposit Refund for RRC	10/20/2023
9999	ONE TIME						315187	99.00	Electrical Permit Refund	10/27/2023
9999	ONE TIME						315188	72.00	Electrical Permit Refund	10/27/2023
9999	ONE TIME						315189	72.00	Electrical Permit Refund	10/27/2023
9999	ONE TIME						315190	6,394.50	Damage to vehicle 1019 N Alameda	10/27/2023
9999	ONE TIME						315191	99.00	Electrical Permit Refund	10/27/2023
5668	OREILLY AUTO/FIRST CALL			SPRINGFIELD	MO	22402660	1002266	6.15	replace wipers nozzles on unit 14793	10/6/2023
5668	OREILLY AUTO/FIRST CALL			SPRINGFIELD	MO	22402660	1002302	6.15	replace wipers nozzles on unit 14793	10/13/2023
5668	OREILLY AUTO/FIRST CALL			SPRINGFIELD	MO	22402835	1002338	167.86	greese, floor mat	10/20/2023
5668	OREILLY AUTO/FIRST CALL			SPRINGFIELD	MO	22402879	1002372	111.50	Cabin Air Filters - PD Units	10/27/2023
5693	ORIENTAL TRADING CO	OTC BRANDS		OMAHA	NE	22402798	315024	478.86	decorations crafts	10/13/2023
5693	ORIENTAL TRADING CO	OTC BRANDS		OMAHA	NE	22402798	315192	34.53	decorations crafts	10/27/2023
3017	ORLANDO GARZA		GUADALUPE PEST CONTROL	CARLSBAD	NM	22400466	314903	34,812.35	Groundskeeping Serv/Open/Close of graves 2023/2024	10/6/2023
11886	OTC BRANDS, INC.			DES MOINES	IA	22402576	315116	1,104.29	crafts, breast cancer awareness, craft supplies	10/20/2023
10025	OVERDRIVE INC			CLEVELAND	OH	22400140	315193	1,000.00	Database for library patrons	10/27/2023
10025	OVERDRIVE INC			CLEVELAND	OH	22400141	315193	2,000.00	Digital Magazines for library patrons	10/27/2023
12623	PACESETTER K9 LLC			LIBERTY HILL	TX	22401837	315117	1,800.00	K9 Handler Recertification	10/20/2023
1404	PAR WEST TURF SERVICES, INC			HUNTINGTON BEACH	CA	22401710	315118	14,659.75	water stations for golf course	10/20/2023
935	PATHSOLUTIONS INC			SUNNVVALE	CA	22400006	315119	6,065.32	Pathsolutions - Annual Requisition	10/20/2023
471	PATRICIA ORTIZ			CARLSBAD	NM		314905	471.16	NMML NM League of Zoning/Ruidoso/PERD	10/6/2023
1414	PAULA LEE		PAULA LEE PHOTOGRAPHY	CARLSBAD	NM	22402746	315025	445.89	ID photographs for promoted personnel	10/13/2023

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5729	PECOS VALLEY BROADCASTING CORP			ARTESIA	NM	22402064	314906	226.06	RADIO ADDS FOR HOUSEHOLD HAZORDOUS WASTE	10/6/2023
5729	PECOS VALLEY BROADCASTING CORP			ARTESIA	NM	22402064	314906	226.06	RADIO ADDS FOR HOUSEHOLD HAZORDOUS WASTE	10/6/2023
158	PELICANS LLC		FALCON ENVIRONMENTAL CORP	FREDERICK	CO	22303867	1002331	24,230.00	Replace grit pump	10/20/2023
5889	PETERSON'S WATER TREATMENT LLC			ALBUQUERQUE	NM	22400788	314907	720.39	FY24 Water Treatment for Various City Buildings	10/6/2023
6541	PILOT THOMAS LOGISTICS, LLC			DALLAS	TX	22402034	314908	1,197.54	dyed diesel for golf course equipment	10/6/2023
6541	PILOT THOMAS LOGISTICS, LLC			DALLAS	TX	22402582	315120	1,307.11	dyed diesel for golf course equipment	10/20/2023
5938	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC			PITTSBURGH	PA	22400539	314909	1,021.68	Postage Machine FY 23/24	10/6/2023
5950	PLAINS WELDING SUPPLY,INC			CARLSBAD	NM	22400313	1002267	87.00	Oxygen Delivery July 23 - June 24	10/6/2023
5950	PLAINS WELDING SUPPLY,INC			CARLSBAD	NM	22400091	1002267	47.00	Monthly Nitrogen Bottle Rental Fee July 23-June 24	10/6/2023
5950	PLAINS WELDING SUPPLY,INC			CARLSBAD	NM	22400091	1002267	31.20	Monthly Nitrogen Bottle Rental Fee July 23-June 24	10/6/2023
5950	PLAINS WELDING SUPPLY,INC			CARLSBAD	NM	22400313	1002339	87.00	Oxygen Delivery July 23 - June 24	10/20/2023
5950	PLAINS WELDING SUPPLY,INC			CARLSBAD	NM	22400313	1002373	87.00	Oxygen Delivery July 23 - June 24	10/27/2023
5950	PLAINS WELDING SUPPLY,INC			CARLSBAD	NM	22400313	1002373	63.00	Oxygen Delivery July 23 - June 24	10/27/2023
5950	PLAINS WELDING SUPPLY,INC			CARLSBAD	NM	22400091	1002373	183.00	Monthly Nitrogen Bottle Rental Fee July 23-June 24	10/27/2023
5950	PLAINS WELDING SUPPLY,INC			CARLSBAD	NM	22306969	1002388	17.00	Refill nitrogen tank	10/31/2023
5960	PLATEAU WIRELESS INC.			CLOVIS	NM	22400038	315121	1,359.01	account#3246890	10/20/2023
13189	PLATINUM AUTO SERVICES INC			CARLSBAD	NM	22402114	314910	85.92	2201 - FRONT END ALIGNMENT	10/6/2023
13189	PLATINUM AUTO SERVICES INC			CARLSBAD	NM	22402714	315026	85.92	1411 - ALIGNMENT(TH)P/D	10/13/2023
5972	POSTAL PROS, INC			CALDWELL	ID	22400741	314911	9,573.29	Printing and Mailing Utility Bills FY 23/24	10/6/2023
5972	POSTAL PROS, INC			CALDWELL	ID	22402009	314911	1,447.16	Household Hazardous Waste Day Insert	10/6/2023
62	PROFESSIONAL AMBULANCE SALES & SERVICE LLC			COMANCHE	TX	22402517	315240	921.40	RESTOCK FOR MED UNITS(TH)F/D	10/31/2023
8964	PROVIDENT LIFE & ACCIDENT	INSURANCE CO. (UNUM)		ALTANTA	GA		406409	98.16	BCN E0228148	10/6/2023
8964	PROVIDENT LIFE & ACCIDENT	INSURANCE CO. (UNUM)		ALTANTA	GA		406454	98.16	BCN E0228148	10/20/2023
11077	PUBLIC SAFETY PSYCHOLOGICAL SERVICES			DEMING	NM	22401215	314912	726.47	Public Safety Psychology Group	10/6/2023
12603	PUBLIC SAFETY PSYCHOLOGY	GROUP LLC		ALBUQUERQUE	NM	22401302	315194	2,260.13	Estimate 426 - Evaluation	10/27/2023
6097	PVT			ARTESIA	NM	22400303	314913	402.80	account# 11956200	10/6/2023
6097	PVT			ARTESIA	NM	22400039	314913	1,249.24	account#814600	10/6/2023
6097	PVT			ARTESIA	NM	22400079	314913	436.41	account#675300	10/6/2023
6097	PVT			ARTESIA	NM	22400385	314913	136.85	account#1304750	10/6/2023
6097	PVT			ARTESIA	NM	22400211	314913	89.99	account#11758200	10/6/2023
6097	PVT			ARTESIA	NM	22400237	314913	45.06	account#10178900	10/6/2023
6097	PVT			ARTESIA	NM	22400216	314913	480.17	account#10662000	10/6/2023
6097	PVT			ARTESIA	NM	22400216	314913	163.63	account#1062000	10/6/2023
6164	QUEST DIAGNOSTICS	CLINICAL LABORATORIES,INC		ATLANTA	GA	22401762	314915	957.60	Pre-employment drug screens	10/6/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402538	314916	547.85	Office Supplies	10/6/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402538	314916	259.98	Office Supplies	10/6/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402408	314916	34.80	clip boards for dept use	10/6/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402538	314916	80.97	Office Supplies	10/6/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402538	315028	511.74	Office Supplies	10/13/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402538	315028	27.99	Office Supplies	10/13/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402581	315028	239.95	office supplies/community events	10/13/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402581	315028	69.98	office supplies/community events	10/13/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402581	315028	24.99	office supplies/community events	10/13/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402581	315028	19.59	office supplies/community events	10/13/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402581	315028	135.98	office supplies/community events	10/13/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402581	315028	82.99	office supplies/community events	10/13/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402754	315028	952.77	Office Supplies	10/13/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402581	315028	405.32	office supplies/community events	10/13/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402538	315122	87.95	Office Supplies	10/20/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402495	315122	19.17	OFFICE SUPPLIES FOR NMSRC	10/20/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402495	315122	23.53	OFFICE SUPPLIES FOR NMSRC	10/20/2023

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6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402495	315122	74.11	OFFICE SUPPLIES FOR NMSRC	10/20/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402495	315122	62.77	OFFICE SUPPLIES FOR NMSRC	10/20/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402495	315122	467.51	OFFICE SUPPLIES FOR NMSRC	10/20/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402799	315196	34.99	office supplies, decorate events	10/27/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402799	315196	30.99	office supplies, decorate events	10/27/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402799	315196	260.94	office supplies, decorate events	10/27/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402799	315196	27.99	office supplies, decorate events	10/27/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402799	315196	115.98	office supplies, decorate events	10/27/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402799	315196	333.88	office supplies, decorate events	10/27/2023
6168	QUILL OFFICE PRODUCTS	STAPLES INC		FRAMINGHAM	MA	22402024	315241	79.96	OFFICE CHAIR AND COPY PAPER FOR GARAGE SHOP	10/31/2023
6319	RAY ALLEN MANUFACTURING LLC			COLORADO SPRINGS	CO	22402572	1002303	344.99	K9 Equipment	10/13/2023
6228	RED BUD SUPPLY INC			BELMONT	MS	22401918	315029	507.36	Need cones, out of stock	10/13/2023
12797	RED ROCKET MEDIA LLC			LAS VEGAS	NV	22400300	315030	430.59	Social Media Marketing for Various City Depts	10/13/2023
12797	RED ROCKET MEDIA LLC			LAS VEGAS	NV	22401088	315030	2,727.27	FY24 Social Media Advertising	10/13/2023
12797	RED ROCKET MEDIA LLC			LAS VEGAS	NV	22401088	315197	2,727.27	FY24 Social Media Advertising	10/27/2023
12204	RELIANCE STANDARD	LIFE INSURANCE		CAROL STREAM	IL		406455	13,279.39	Life & Disab PR#2	10/20/2023
1715	REVENGE OF LANDS, LLC			CONROE	TX	22402568	314917	250.00	Easement Agreement	10/6/2023
2472	RICH FORD			ALBUQUERQUE	NM	22402062	1002268	2,353.76	fleet tires (fords)	10/6/2023
2472	RICH FORD			ALBUQUERQUE	NM	22402159	1002268	361.92	#35 batteries	10/6/2023
2472	RICH FORD			ALBUQUERQUE	NM	22402773	1002374	357.80	TRANSIT VAN # 50 BELTS, IDLERS, TENSIONER	10/27/2023
9580	RICHARD AGUILAR			CARLSBAD	NM		315031	20.00	CEU's Training/Albuquerque/Lab-ENV	10/13/2023
11146	RICHARD CAGE			CARLSBAD	NM		314918	101.00	Recruiting/El Paso/PD	10/6/2023
11146	RICHARD CAGE			CARLSBAD	NM		314918	40.00	SWNM Law Enforcement Academy/Hobbs/PD	10/6/2023
820	RICHARD G FLEMING		LAWN RANGERS OF CARLSBAD NM LLC	CARLSBAD	NM	22400448	1002260	250.00	lawn care orchard and delta	10/6/2023
12053	RNY ENTERPRISES, LLC	ROBERT N YOUNG	YOUNG'S PAINT	CARLSBAD	NM	22402933	29306	107.65	Needed for the Downtown C	10/20/2023
9168	ROBERT CASTILLO			CARLSBAD	NM		315032	20.00	Background check refund/FD	10/13/2023
1625	ROBIN DAVID WILSON			ALBUQUERQUE	NM	22402141	315033	1,768.00	Vehicle Decals	10/13/2023
1625	ROBIN DAVID WILSON			ALBUQUERQUE	NM	22402141	315033	380.00	Vehicle Decals	10/13/2023
1002	ROGER CLEVELAND GOLF CO. INC.		CLEVELAND GOLF/SRIXON	HUNTINGTON BEACH	CA	22401481	314919	331.20	Pro Shop Merchandise	10/6/2023
1002	ROGER CLEVELAND GOLF CO. INC.		CLEVELAND GOLF/SRIXON	HUNTINGTON BEACH	CA	22402354	314919	634.32	Pro Shop Merchandise	10/6/2023
1002	ROGER CLEVELAND GOLF CO. INC.		CLEVELAND GOLF/SRIXON	HUNTINGTON BEACH	CA	22401686	314919	(225.04)	Pro Shop Merchandise	10/6/2023
1002	ROGER CLEVELAND GOLF CO. INC.		CLEVELAND GOLF/SRIXON	HUNTINGTON BEACH	CA	22402502	314919	915.00	Pro Shop Merchandise	10/6/2023
1002	ROGER CLEVELAND GOLF CO. INC.		CLEVELAND GOLF/SRIXON	HUNTINGTON BEACH	CA	22402354	314919	915.00	Pro Shop Merchandise	10/6/2023
1002	ROGER CLEVELAND GOLF CO. INC.		CLEVELAND GOLF/SRIXON	HUNTINGTON BEACH	CA	22402502	314919	1,542.60	Pro Shop Merchandise	10/6/2023
1002	ROGER CLEVELAND GOLF CO. INC.		CLEVELAND GOLF/SRIXON	HUNTINGTON BEACH	CA	22402668	315034	528.00	Men's Rental Sets 2024(Returnable)	10/13/2023
1002	ROGER CLEVELAND GOLF CO. INC.		CLEVELAND GOLF/SRIXON	HUNTINGTON BEACH	CA	22402650	315034	1,542.60	Womens Rental Sets for 2024	10/13/2023
1002	ROGER CLEVELAND GOLF CO. INC.		CLEVELAND GOLF/SRIXON	HUNTINGTON BEACH	CA	22402626	315123	400.00	Sold Merchandise - Ryan Garcia, Kyle Boatman	10/20/2023
1002	ROGER CLEVELAND GOLF CO. INC.		CLEVELAND GOLF/SRIXON	HUNTINGTON BEACH	CA	22402626	315123	400.00	Sold Merchandise - Ryan Garcia, Kyle Boatman	10/20/2023
1002	ROGER CLEVELAND GOLF CO. INC.		CLEVELAND GOLF/SRIXON	HUNTINGTON BEACH	CA	22401169	315123	1,664.88	Roger Cleveland Pre-Book	10/20/2023
1002	ROGER CLEVELAND GOLF CO. INC.		CLEVELAND GOLF/SRIXON	HUNTINGTON BEACH	CA	22402768	315123	230.50	(Sold Merchandise) Tyler Bennett	10/20/2023
1002	ROGER CLEVELAND GOLF CO. INC.		CLEVELAND GOLF/SRIXON	HUNTINGTON BEACH	CA	22401686	315123	(274.77)	Pro Shop Merchandise	10/20/2023
1002	ROGER CLEVELAND GOLF CO. INC.		CLEVELAND GOLF/SRIXON	HUNTINGTON BEACH	CA	22401169	315242	1,111.50	Roger Cleveland Pre-Book	10/31/2023
10705	ROGUE FITNESS	COULTER VENTURES, LLC		COLUMBUS	OH	22401325	314920	2,215.82	Rogue fitness equipment	10/6/2023
10705	ROGUE FITNESS	COULTER VENTURES, LLC		COLUMBUS	OH	22402313	315035	2,299.36	Rogue fitness equipment	10/13/2023
10705	ROGUE FITNESS	COULTER VENTURES, LLC		COLUMBUS	OH	22402708	315198	2,214.79	Rogue fitness equipment	10/27/2023
246	ROLFSON OIL LLC			GRAPEVINE	TX	22402424	1002270	202.10	hydraulic fluid for pumps @WWTP	10/6/2023
246	ROLFSON OIL LLC			GRAPEVINE	TX	22402698	1002340	1,899.75	DEF NEEDED FOR SW UNITS	10/20/2023
15718	RORY CASTANEDA			CARLSBAD	NM		1002271	20.00	Recruiting/El Paso/PD	10/6/2023
15718	RORY CASTANEDA			CARLSBAD	NM		1002375	20.00	Trvl to El Paso - PD	10/27/2023
1297	ROTARY INTERNATIONAL- CARLSBAD ROTARY CLUB			CARLSBAD	NM	22400542	314921	255.00	Dues FY23/24	10/6/2023
6510	RUSH TRUCK CENTERS		INTERSTATE BILLING SERVICE	DECATUR	AL	22402334	315036	2,258.11	AIR COMPRESSOR & GASKETS FOR SW #16058	10/13/2023

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6510	RUSH TRUCK CENTERS		INTERSTATE BILLING SERVICE	DECATUR	AL	22402281	315243	307.32	INJECTORS FOR SW #16660 SOLE SOURCE	10/31/2023
6510	RUSH TRUCK CENTERS		INTERSTATE BILLING SERVICE	DECATUR	AL	22402367	315243	9,842.46	INJECTORS FOR SW #16660 SOLE SOURCE	10/31/2023
6510	RUSH TRUCK CENTERS		INTERSTATE BILLING SERVICE	DECATUR	AL	22402106	315243	1,169.90	AIR DRYER, GOVERNOR, & PURGE VALVE SW #823	10/31/2023
6510	RUSH TRUCK CENTERS		INTERSTATE BILLING SERVICE	DECATUR	AL	22402160	315243	475.00	A/C HOSE FOR SW #052	10/31/2023
6510	RUSH TRUCK CENTERS		INTERSTATE BILLING SERVICE	DECATUR	AL	22402025	315243	6,408.39	AIR DRYER, CHRG AIR CLR & COND FOR SW 058 SOLE SOU	10/31/2023
6853	SAFARILAND, LLC		DEFENSE TECHNOLOGY, LLC	JACKSONVILLE	FL	22402259	314977	1,375.00	Munitions	10/13/2023
6620	SAFETY KLEEN CORP.			NORWELL	MA	22400340	315244	761.23	ANNUAL EST SERV PARTS & SHOP CLEANER FY 7/23-7/24	10/31/2023
946	SAMBA HOLDINGS INC			PASADENA	CA	22400811	1002305	13.66	Driving Motor Vehicle Reports Subscription	10/13/2023
14297	SAMUEL A RIVERA			CARLSBAD	NM		1002376	123.45	Trvl to El Paso - PD	10/27/2023
12400	SARAH JONES			CARLSBAD	NM		315199	1,753.32	Speaker @libraries Conf/Kansas/Library	10/27/2023
11469	SERGIO MALDONADO			ARTESIA	NM		314923	60.00	Instructor SENM Law Enf Academy/Hobbs/PD	10/6/2023
13444	SERGIO RODRIGUEZ			EL PASO	TX		314924	20.00	SWAT Training/Guadalupe Mtn Peak/PD	10/6/2023
12084	SHALOM TRAILERS, INC			CARLSBAD	NM	22402583	1002306	173.90	Trailer hitch	10/13/2023
1684	SHANNON R HAMMETT			ARTESIA	NM	22401992	315038	1,342.45	prof fee archivist to help clean records database	10/13/2023
1684	SHANNON R HAMMETT			ARTESIA	NM	22401992	315200	1,315.60	prof fee archivist to help clean records database	10/27/2023
6742	SHARP ELECTRONICS CORP	SHARP LEASING USA COMPANY		MONTVALE	NJ	22400232	315201	3,907.71	Sharp Copiers - Annual Requisition.	10/27/2023
1407	SHAY GREGORY		CAVERN CITY EVENTS LLC	CARLSBAD	NM	22400692	315245	17,314.82	Renaissance Festival Advertising	10/31/2023
6760	SHERWIN-WILLIAMS			CARLSBAD	NM	22402496	314925	541.06	Paint for sports fields	10/6/2023
6760	SHERWIN-WILLIAMS			CARLSBAD	NM	22402526	315039	166.25	Paint for the PRV building	10/13/2023
234	SHORT'S WRECKER SERVICES LLC			CARLSBAD	NM	22400094	314926	138.54	FY 2024 - Vehicle Tow Service	10/6/2023
234	SHORT'S WRECKER SERVICES LLC			CARLSBAD	NM	22403061	315202	176.02	Emergency Towing	10/27/2023
5252	SIDDONS-MARTIN EMERGENCY GROUP			DALLAS	TX	22403068	315246	1,637.28	SEAT BELT- ENG -6 / ENG - 3(TH)F/D	10/31/2023
1526	SIGN SOLUTIONS USA, LLC			FARGO	ND	22401625	314927	953.62	Materials for sign shop	10/6/2023
13280	SMITH & PHELPS ENTERPRISES			CARLSBAD	NM	22402475	314928	1,480.83	Annual Hydrostatic Test	10/6/2023
6873	SMITH ENGINEERING INC.			ROSWELL	NM	22302017	29293	19,304.87	Design Work for Captain Williams Ln Ext./CID Bridg	10/6/2023
6873	SMITH ENGINEERING INC.			ROSWELL	NM	22400917	1002272	966.56	Drainage & Grading Plan	10/6/2023
6873	SMITH ENGINEERING INC.			ROSWELL	NM	22400918	1002272	966.56	Drainage & Grading Plan	10/6/2023
6873	SMITH ENGINEERING INC.			ROSWELL	NM	22402573	1002272	3,114.48	Driving Range Materials Testing	10/6/2023
6873	SMITH ENGINEERING INC.			ROSWELL	NM	22305343	1002307	1,503.54	Corner Staking For Driving Range Project	10/13/2023
6981	SOCIETY FOR HUMAN	RESOURCE MANAGEMENT		BALTIMORE	MD	22400042	315203	244.00	FY24 SHRM Membership for Ted C.	10/27/2023
11793	SOLARWINDS INC		SOLARWINDS WORLDWIDE INC	AUSTIN	TX	22400015	314929	489.72	SolarWinds - Annual Requisition.	10/6/2023
951	SONJA DURAN	S&S CUSTOMS		CARLSBAD	NM	22402288	315037	327.87	Tint windows #14794/J Granger	10/13/2023
1732	SOUTHEAST NEW MEXICO COLLEGE			CARLSBAD	NM	22402796	315204	40.00	Criminal Just at SENMCC	10/27/2023
6990	SOUTHEAST READY MIX, INC.			CARLSBAD	NM	22402762	29304	302.50	Concrete for Parking Lot Flag Pole - ARSC	10/20/2023
6990	SOUTHEAST READY MIX, INC.			CARLSBAD	NM	22402335	314930	302.50	Concrete Base for Security System	10/6/2023
6990	SOUTHEAST READY MIX, INC.			CARLSBAD	NM	22400769	315040	222.50	Concrete needed for various jobs for parks	10/13/2023
6990	SOUTHEAST READY MIX, INC.			CARLSBAD	NM	22400701	315124	576.50	concrete needed for various jobs	10/20/2023
6990	SOUTHEAST READY MIX, INC.			CARLSBAD	NM	22400701	315205	782.00	concrete needed for various jobs	10/27/2023
6990	SOUTHEAST READY MIX, INC.			CARLSBAD	NM	22402641	315205	490.50	Concrete for median landscape	10/27/2023
6990	SOUTHEAST READY MIX, INC.			CARLSBAD	NM	22402843	315205	713.50	CONCRETE FOR VARIOSE JOBS	10/27/2023
997	SOUTHERN GLAZER'S WINE & SPIRITS		SOUTHERN GLAZER'S WINE & SPIRITS OF NM	ALBUQUERQUE	NM	22402480	314931	1,179.88	Alcohol for Pro Shop	10/6/2023
997	SOUTHERN GLAZER'S WINE & SPIRITS		SOUTHERN GLAZER'S WINE & SPIRITS OF NM	ALBUQUERQUE	NM	22401515	315125	191.76	Alcohol for Pro Shop	10/20/2023
997	SOUTHERN GLAZER'S WINE & SPIRITS		SOUTHERN GLAZER'S WINE & SPIRITS OF NM	ALBUQUERQUE	NM	22402096	315125	214.80	Alcohol for Pro Shop	10/20/2023
366	SOUTHERN TIRE MART LLC			COLUMBIA	MS	22402666	315206	275.00	It265/70r17 cooper discovery at3	10/27/2023
60	SOUTHWEST ENVIRONMENTAL LLC			CARLSBAD	NM	22402303	1002273	5,257.24	Condemnation - 2506 Primrose St	10/6/2023
60	SOUTHWEST ENVIRONMENTAL LLC			CARLSBAD	NM	22402623	1002378	3,221.87	Weed & Debris - 405 S. Tenth St.	10/27/2023
7088	SOUTHWEST LP GAS CO			CARLSBAD	NM	22400630	1002308	44.16	EST COST TO REFILL PROPANE TANKS FY 7/23-7/24	10/13/2023
7093	SOUTHWEST PHARMACY	AND ADVANCED MEDICATIONS		CARLSBAD	NM	22402505	314932	4,200.00	Flu shots for city employees for FY 23-24	10/6/2023
7093	SOUTHWEST PHARMACY	AND ADVANCED MEDICATIONS		CARLSBAD	NM	22400524	315042	45.25	Annual Purchases for EMS Medications - FY 23-24	10/13/2023
7093	SOUTHWEST PHARMACY	AND ADVANCED MEDICATIONS		CARLSBAD	NM	22400524	315042	135.85	Annual Purchases for EMS Medications - FY 23-24	10/13/2023
7093	SOUTHWEST PHARMACY	AND ADVANCED MEDICATIONS		CARLSBAD	NM	22400524	315042	839.90	Annual Purchases for EMS Medications - FY 23-24	10/13/2023



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7145	SPARKS OFFICE SUPPLY, INC			CARLSBAD	NM	22402439	314933	41.55	ink for HP printer	10/6/2023
7145	SPARKS OFFICE SUPPLY, INC			CARLSBAD	NM	22400113	314933	4,891.96	Sparks Copier 2023-2024 Yearly Usage	10/6/2023
7145	SPARKS OFFICE SUPPLY, INC			CARLSBAD	NM	22400296	314933	55.96	FY 2023-2024 - Annual Copier Usage	10/6/2023
7145	SPARKS OFFICE SUPPLY, INC			CARLSBAD	NM	22400113	314933	90.97	Sparks Copier 2023-2024 Yearly Usage	10/6/2023
7145	SPARKS OFFICE SUPPLY, INC			CARLSBAD	NM	22401808	314933	45.99	New Notary Stamp	10/6/2023
7145	SPARKS OFFICE SUPPLY, INC			CARLSBAD	NM	22402819	315043	66.23	ink for printers	10/13/2023
7164	SPORT CENTER			CARLSBAD	NM	22402299	315126	702.00	Supervisor shirts for Solid Waste Dept etc	10/20/2023
7168	SPRINGTIME CLEANING SVCS	SEPCO, INC.		CARLSBAD	NM	22400554	1002309	107.40	Cleaning Services	10/13/2023
7168	SPRINGTIME CLEANING SVCS	SEPCO, INC.		CARLSBAD	NM	22400791	1002309	158.41	Cleaning services- Springtime 7\5\23-6\30\24	10/13/2023
7168	SPRINGTIME CLEANING SVCS	SEPCO, INC.		CARLSBAD	NM	22402066	1002341	536.98	BUILDING CLEANING SERVICE OCT -DEC 2023	10/20/2023
1718	STANLEY W LIGHT REVOCABLE TRUST			CARLSBAD	NM	22402569	314934	250.00	Easement Agreement	10/6/2023
13370	STATE DISBURSEMENT UNIT			CAROL STREAM	IL		406410	204.22	1711100/08FA000115	10/6/2023
13370	STATE DISBURSEMENT UNIT			CAROL STREAM	IL		406456	204.22	1711100/08FA000115	10/20/2023
10184	STELLAR INC			CARLSBAD	NM	22402506	1002310	407.25	Network Cable work for PD CSA	10/13/2023
13145	STEVEN V MCCUTCHEON			CARLSBAD	NM		406484	2,558.84	Insurance Rebate 2023	10/25/2023
7229	STONYS PAINT & BODY	STONY WAYNE JENNINGS		CARLSBAD	NM	22402280	314935	2,986.88	Unit 2004 - Body Repairs	10/6/2023
1015	SUN COUNTRY AMATEUR GOLF ASSOC			RIO RANCHO	NM	22400864	315127	90.00	Annual Handicaps for Golfers July 2023-June 2024	10/20/2023
1650	SUNRISE PUBLISHING		HOBBS NEWS-SUN	HOBBS	NM	22401363	315086	1,263.89	advertising	10/20/2023
1633	SWEETWATER SOUND HOLDINGS, LLC		SWEETWATER SOUND, LLC	FORT WAYNE	IN	22402601	29305	2,499.53	MUSIC INSTRUMENTS FOR ACTIVITIES AND EVENTS AT NMS	10/20/2023
11267	TADDY HEALTHCARE SVCS LLC	NEW ERA PHYSICAL THERAPY		CARLSBAD	NM	22402396	315128	75.26	Pre-employment physical Benjamin Morris	10/20/2023
11267	TADDY HEALTHCARE SVCS LLC	NEW ERA PHYSICAL THERAPY		CARLSBAD	NM	22401594	315128	851.60	Pre-employment physical Sebastian Heredia	10/20/2023
11267	TADDY HEALTHCARE SVCS LLC	NEW ERA PHYSICAL THERAPY		CARLSBAD	NM	22401594	315128	851.60	Pre-employment physical Matthew Hinojos	10/20/2023
11267	TADDY HEALTHCARE SVCS LLC	NEW ERA PHYSICAL THERAPY		CARLSBAD	NM	22401593	315128	851.60	Pre-employment physical Joshua Daniel	10/20/2023
11267	TADDY HEALTHCARE SVCS LLC	NEW ERA PHYSICAL THERAPY		CARLSBAD	NM	22401592	315128	851.60	Pre-employment physical Aragorn Barreras	10/20/2023
11267	TADDY HEALTHCARE SVCS LLC	NEW ERA PHYSICAL THERAPY		CARLSBAD	NM	22401592	315128	851.60	Pre-employment physical	10/20/2023
11267	TADDY HEALTHCARE SVCS LLC	NEW ERA PHYSICAL THERAPY		CARLSBAD	NM	22401769	315128	75.26	Pre-employment physical James Moyers	10/20/2023
11267	TADDY HEALTHCARE SVCS LLC	NEW ERA PHYSICAL THERAPY		CARLSBAD	NM	22401768	315128	75.26	Pre-employment physical Arturo Baeza	10/20/2023
1615	TAMARA L CARRIGAN			CARLSBAD	NM	22400659	315207	50.00	Annual for Alternate Judge Tammy Carrigan	10/27/2023
7135	TATE BRANCH	THIRTEEN TWENTY LLC		CARLSBAD	NM	22402409	314937	80.28	PD4360 Battery Cable and Drive belt	10/6/2023
7135	TATE BRANCH	THIRTEEN TWENTY LLC		CARLSBAD	NM	22402598	315044	15.92	4170 - SENSOR(TH)P/D	10/13/2023
7135	TATE BRANCH	THIRTEEN TWENTY LLC		CARLSBAD	NM	22403124	315247	574.00	radiator for 1901	10/31/2023
7135	TATE BRANCH	THIRTEEN TWENTY LLC		CARLSBAD	NM	22402108	315247	543.20	1606 - EVAP CANISTER(TH)P/D	10/31/2023
7135	TATE BRANCH	THIRTEEN TWENTY LLC		CARLSBAD	NM	22402242	315247	1,101.80	2201- CONTROL ARM (TH)P/D	10/31/2023
885	TAXATION & REVENUE NM	COMPLIANCE BUREAU		ALBUQUERQUE	NM		406408	257.13	Levy#29608/ID#585366838	10/6/2023
885	TAXATION & REVENUE NM	COMPLIANCE BUREAU		ALBUQUERQUE	NM		406453	225.48	Levy#29608/ID#585366838	10/20/2023
813	TAYLOR MADE GOLF COMPANY			CARLSBAD	CA	22402002	314938	496.96	Taylor Made Pre-Book 2023	10/6/2023
813	TAYLOR MADE GOLF COMPANY			CARLSBAD	CA	22402002	314938	796.80	Taylor Made Pre-Book 2023	10/6/2023
813	TAYLOR MADE GOLF COMPANY			CARLSBAD	CA	22402002	315129	362.40	Taylor Made Pre-Book 2023	10/20/2023
813	TAYLOR MADE GOLF COMPANY			CARLSBAD	CA	22402002	315129	2,544.00	Taylor Made Pre-Book 2023	10/20/2023
813	TAYLOR MADE GOLF COMPANY			CARLSBAD	CA	22402002	315129	15.77	Taylor Made Pre-Book 2023	10/20/2023
10981	TDS			PALATINE	IL	22400430	314940	388.64	account#8224200020038849	10/6/2023
10981	TDS			PALATINE	IL	22400496	315045	11.73	account#8224200010041597	10/13/2023
10981	TDS			PALATINE	IL	22400062	315045	86.48	account#8224200010200151	10/13/2023
10981	TDS			PALATINE	IL	22400014	315130	233.93	account#8224200010050986	10/20/2023
10981	TDS			PALATINE	IL	22400522	315130	375.21	account#8224200010057528	10/20/2023
10981	TDS			PALATINE	IL	22400048	315130	149.95	account#8224200010333713	10/20/2023
10981	TDS			PALATINE	IL	22400014	315130	1,104.95	account#8224200010121282	10/20/2023
10981	TDS			PALATINE	IL	22400031	315130	388.70	account#8224200010192747	10/20/2023
10981	TDS			PALATINE	IL	22400891	315130	149.95	account#8224200010184751	10/20/2023
10981	TDS			PALATINE	IL	22400618	315209	303.50	FY24 Fax, Phone, Internet at the Sports Complex	10/27/2023
1704	TEXAS-NEW MEXICO NEWSPAPERS LLC	EL PASO TIMES	CURRENT ARGUS	MCLEAN	VA	22401546	10268	3,206.17	El Paso Times October 2023	10/31/2023

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1704	TEXAS-NEW MEXICO NEWSPAPERS LLC	EL PASO TIMES	CURRENT ARGUS	MCLEAN	VA	22305960	10382600	556.75	El Paso Times October 2023	10/31/2023
2625	THE GARDEN MART, INC.			CARLSBAD	NM	22400457	1002275	13,424.48	Annual street median maintenance	10/6/2023
803	THE GRANT PLANT INC			ALBUQUERQUE	NM	22400224	1002276	1,997.56	Technical Support for Grants	10/6/2023
515	THE NATIONAL GUITAR MUSEUM LLC			NEW YORK	NY	22400499	315017	12,000.00	remainder of fee for 2023 guitar exhibit	10/13/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400556	1002277	26.00	Water Cooler Rental	10/6/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400241	1002277	8.50	Annual Water Works refill FY: July 2023- June 2024	10/6/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400443	1002277	11.50	Water Works	10/6/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400074	1002277	9.50	The Waterworks Inc.	10/6/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400493	1002277	14.00	FY 2024 water and delivery	10/6/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400354	1002277	14.00	Drinking Water & Cooler Rental July 2023-June 2024	10/6/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400516	1002277	13.00	YEARLY COOLER RENTAL & BOTTLE SERVICE FY23-24	10/6/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400623	1002277	24.00	Reagents needed for Lab	10/6/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400060	1002277	30.00	Bottled Water Service CFD/PFA	10/6/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400516	1002277	45.00	YEARLY COOLER RENTAL & BOTTLE SERVICE FY23-24	10/6/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400737	1002277	30.00	drinking water cooler rental	10/6/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22401003	1002277	15.00	Drinking Water FY23/24	10/6/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400584	1002277	7.50	FY 2024 Water Delivery	10/6/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400074	1002277	22.50	The Waterworks Inc.	10/6/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400012	1002277	7.50	Water Service for IT.	10/6/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400075	1002277	135.00	FY 2024 - Drinking Water	10/6/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400354	1002277	30.00	Drinking Water & Cooler Rental July 2023-June 2024	10/6/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400493	1002311	7.50	FY 2024 water and delivery	10/13/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400737	1002311	12.48	drinking water cooler rental	10/13/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400623	1002311	8.00	Reagents needed for Lab	10/13/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400060	1002311	37.50	Bottled Water Service CFD/PFA	10/13/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400383	1002342	32.50	Req. for water bottles FY: July 2023- June 2024	10/20/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400737	1002342	15.00	drinking water cooler rental	10/20/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400584	1002342	15.00	FY 2024 Water Delivery	10/20/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22401003	1002342	15.00	Drinking Water FY23/24	10/20/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400074	1002342	22.50	The Waterworks Inc.	10/20/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400075	1002342	120.00	FY 2024 - Drinking Water	10/20/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400623	1002342	8.00	Reagents needed for Lab	10/20/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400443	1002342	30.00	Water Works	10/20/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400354	1002342	22.50	Drinking Water & Cooler Rental July 2023-June 2024	10/20/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400257	1002342	22.50	EST YRLY WATER BOTTLES WATER DEPT 7/2023-6/2024	10/20/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400516	1002342	37.50	YEARLY COOLER RENTAL & BOTTLE SERVICE FY23-24	10/20/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400493	1002379	7.50	FY 2024 water and delivery	10/27/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400060	1002379	37.50	Bottled Water Service CFD/PFA	10/27/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22401003	1002390	22.50	Drinking Water FY23/24	10/31/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400074	1002390	22.50	The Waterworks Inc.	10/31/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400584	1002390	7.50	FY 2024 Water Delivery	10/31/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400012	1002390	7.50	Water Service for IT.	10/31/2023
8089	THE WATER WORKS INC	CY ENDEAVORS		CARLSBAD	NM	22400075	1002390	150.00	FY 2024 - Drinking Water	10/31/2023
1702	THERMO- FLUIDS, INC			NORWELL	MA	22401475	314941	449.94	REFILL BULK FLUID VARIOUS DEPT SOLE SOURCE	10/6/2023
1702	THERMO- FLUIDS, INC			NORWELL	MA	22401475	314941	1,758.38	REFILL BULK FLUID VARIOUS DEPT SOLE SOURCE	10/6/2023
1702	THERMO- FLUIDS, INC			NORWELL	MA	22401475	314941	3,634.33	REFILL BULK FLUID VARIOUS DEPT SOLE SOURCE	10/6/2023
1392	THIRD GEN LLC	TRIPLE S JANITORIAL SUPPLIES		EL PASO	TX	22401463	314944	1,251.46	Repair parts for pump room waterpark	10/6/2023
7345	THIRTEEN TWENTY LLC	TATE BRANCH DODGE		ARTESIA	NM	22402755	315208	827.61	Diagnostics for Transit van #37 Power Loss issue	10/27/2023
1581	THRYV INC			DFW AIRPORT	TX	22400586	315046	381.96	Monthly Advertising for Windstream FY 23/24	10/13/2023
7500	TK ELEVATOR CORPORATION			CAROL STREAM	IL	22400721	315047	729.92	FY-2024 annual maintenance service contract	10/13/2023
1032	TK, LLC	CARLSBAD CHEVROLET		CARLSBAD	NM	22402589	314830	46.00	Unit 4170 - Chevrolet Truck - Decal	10/6/2023

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1208	T-MOBILE USA INC			CINCINNATI	OH	22400109	314936	373.80	account#981115866	10/6/2023
6910	TONY HERNANDEZ			CARLSBAD	NM		315131	197.00	Pickup Unit 408 in Comanche TX/FD	10/20/2023
7311	TORO NATIONAL SUPPORT	NETWORK		ABILENE	TX	22400198	314942	219.00	Toro NSM support for irrigation at golf course	10/6/2023
10230	TRANSUNION RISK &	ALTERNATIVE DATE SOLUTION		DALLAS	TX	22400315	314943	194.38	FY 2024 - Background Checks	10/6/2023
732	TRAVIS J BRUNS		TB SERVICES	CARLSBAD	NM	22401723	314939	194.96	Weed spraying at fire station 6	10/6/2023
11927	TRESP MAGAZINE LLC		SOUTHWEST CONTEMPORARY	SANTA FE	NM	22402577	315041	5,604.11	2023 - 2024 Advertising Program	10/13/2023
1179	TREVOR FRAY			CARLSBAD	NM	22401645	29294	500.00	youth clean up Keep Carlsbad Beautiful	10/6/2023
1179	TREVOR FRAY			CARLSBAD	NM	22402042	29294	500.00	youth clean up Keep Carlsbad Beautiful	10/6/2023
1469	TRUELITE TRACE INC		FLEETUP	SAN JOSE	CA	22400069	315211	726.00	FY 2024 - GPS System	10/27/2023
12506	TURNER BURKE HEADRICK			ARTESIA	NM		315048	25.00	Background check refund/FD	10/13/2023
7607	ULINE INC.			PLEASANT PRAIRIE	WI	22402277	314945	58.50	gloves for ppe/chem spray/J Granger	10/6/2023
7607	ULINE INC.			PLEASANT PRAIRIE	WI	22402012	314945	325.37	Uline	10/6/2023
7607	ULINE INC.			PLEASANT PRAIRIE	WI	22402688	315132	736.08	FACILITY MAINTENANCE & ACTIVITY SUPPLIES	10/20/2023
7607	ULINE INC.			PLEASANT PRAIRIE	WI	22402775	315212	362.25	Out of stock	10/27/2023
7610	ULTRA CLEAN CARPET &	JANITORIAL SERVICE		CARLSBAD	NM	22401225	1002278	1,933.12	FY24 Janitorial Services	10/6/2023
7610	ULTRA CLEAN CARPET &	JANITORIAL SERVICE		CARLSBAD	NM	22400332	1002278	9,038.37	Janitorial Services for the Parks dept	10/6/2023
8939	UNITED STEEL WORKERS			PITTSBURGH	PA		406411	4,777.69	Dues PR#1	10/6/2023
8939	UNITED STEEL WORKERS			PITTSBURGH	PA		406411	60.00	Initiation Fees	10/6/2023
8939	UNITED STEEL WORKERS			PITTSBURGH	PA		406457	4,537.56	Dues PR#2	10/20/2023
8987	UNITED WAY	OF EDDY COUNTY		CARLSBAD	NM		406412	150.50	Emp Deductions PR#1	10/6/2023
8987	UNITED WAY	OF EDDY COUNTY		CARLSBAD	NM		406458	150.50	Emp Deductions PR#2	10/20/2023
7705	UNIVERSAL BEARING & CHAIN			CARLSBAD	NM	22402757	315213	40.80	hvac product	10/27/2023
7624	USA BLUE BOOK	HD SUPPLY FACILITIES MAINTENANCE LTD		WAUKEGAN	IL	22302021	1002380	(229.00)	Training course for water oper	10/27/2023
7624	USA BLUE BOOK	HD SUPPLY FACILITIES MAINTENANCE LTD		WAUKEGAN	IL	22402882	1002380	329.83	Geotech pump	10/27/2023
11901	VERIZON WIRELESS			DALLAS	TX	22400262	314946	120.06	invoice#9945363686	10/6/2023
11901	VERIZON WIRELESS			DALLAS	TX	22400155	314946	1,401.94	invoice#9945315002	10/6/2023
11901	VERIZON WIRELESS			DALLAS	TX	22400262	314946	316.10	invoice#9945316254	10/6/2023
11901	VERIZON WIRELESS			DALLAS	TX	22400580	314946	360.09	invoice#9945305233	10/6/2023
11901	VERIZON WIRELESS			DALLAS	TX	22400247	314946	670.33	invoice#9945326538	10/6/2023
11901	VERIZON WIRELESS			DALLAS	TX	22400247	314946	640.18	invoice#9945281642	10/6/2023
11901	VERIZON WIRELESS			DALLAS	TX	22400262	314946	65.42	invoice#9945350416	10/6/2023
11901	VERIZON WIRELESS			DALLAS	TX	22400278	314946	80.02	invoice#9945326537	10/6/2023
11901	VERIZON WIRELESS			DALLAS	TX	22400247	314946	120.03	invoice#9945292848	10/6/2023
11901	VERIZON WIRELESS			DALLAS	TX	22400278	314946	4,761.19	invoice#9945326536	10/6/2023
11901	VERIZON WIRELESS			DALLAS	TX	22400035	315049	40.01	Invoice#9945755364	10/13/2023
11901	VERIZON WIRELESS			DALLAS	TX	22400426	315049	122.10	Invoice#9945795572	10/13/2023
8027	WAGNER EQUIPMENT CORP.			DENVER	CO	22402162	1002391	373.95	FILTERS FOR ST #13035	10/31/2023
8063	WASTEQUIP MANUFACTURING CO LLC			CHARLOTTE	NC	22401654	314947	23,340.37	ROLL OFF CONTAINERS FOR THE SOLID WASTE	10/6/2023
8070	WATER DEPARTMENT			CARLSBAD	NM	22400375	315050	72,811.00	FY 2024 water service	10/13/2023
312	WELLS FARGO FINANCIAL LEASING INC			DES MOINES	IA	22400650	315051	1,620.69	account#603-0217196-000	10/13/2023
8364	WEX BANK			CAROL STREAM	IL	22400648	3318	110,320.80	invoice 91893318	10/17/2023
8364	WEX BANK			CAROL STREAM	IL	22401851	103785	11,146.43	WEX CC OCTOBER 2023	10/23/2023
12060	WILLIAM ANDERSON			HAGERMAN	NM		314948	524.00	Training/Albuquerque/WWC	10/6/2023
1700	WILLIAM KUPKUFKE			ANDREWS	TX		315052	40.00	Intermediate Class @ ENMU-R/FD	10/13/2023
1700	WILLIAM KUPKUFKE			ANDREWS	TX		315052	40.00	Intermediate Class @ ENMU-R/FD	10/13/2023
1700	WILLIAM KUPKUFKE			ANDREWS	TX		315135	40.00	Intermediate class ENMU-R/FD	10/20/2023
1700	WILLIAM KUPKUFKE			ANDREWS	TX		315214	40.00	Intermediate class@ENMU-R/FD	10/27/2023
1700	WILLIAM KUPKUFKE			ANDREWS	TX		315214	40.00	Intermediate Class @ ENMU-R/FD	10/27/2023
7860	WINDSTREAM COMMUNICATIONS			LOUISVILLE	KY	22400027	314949	158.51	account#1011047706	10/6/2023
7860	WINDSTREAM COMMUNICATIONS			LOUISVILLE	KY	22400444	314949	6,583.86	account#1011047706	10/6/2023
7860	WINDSTREAM COMMUNICATIONS			LOUISVILLE	KY	22400234	315053	532.26	accounts 101220419 &101194423	10/13/2023

City of Carlsbad  
Check Register  
October 2023

VENDOR	NAME	NAME2	DBA	CITY	STATE	P.O.	CHECK NO	INVOICE NET	INVOICE DESCRIPTION	CHECK DATE
7860	WINDSTREAM COMMUNICATIONS			LOUISVILLE	KY	22400027	315136	356.91	101200731 &101136604	10/20/2023
7860	WINDSTREAM COMMUNICATIONS			LOUISVILLE	KY	22400165	315215	312.38	account#217415045	10/27/2023
361	WINSUPPLY NE ABQ NM CO			ALBUQUERQUE	NM	22401660	1002234	1,472.72	k line irrigation pods	10/6/2023
12513	WITTEK GOLF SUPPLY			ELK GRV VILL	IL	22402286	1002343	4,999.99	Picker Attachment for New Picker Cart	10/20/2023
12513	WITTEK GOLF SUPPLY			ELK GRV VILL	IL	22401616	1002343	59.98	Pro Shop Supplies	10/20/2023
10241	WREN STUDIO			CARLSBAD	NM	22401228	315216	14,318.55	Charles B. Eddy Bust (Exempt Art Work)	10/27/2023
8375	XCEL ENERGY SERVICES, INC			DENVER	CO	22400402	314950	40,316.86	account#54-1530269-7	10/6/2023
8375	XCEL ENERGY SERVICES, INC			DENVER	CO	22400402	314950	75.90	account#54-1530269-7	10/6/2023
8375	XCEL ENERGY SERVICES, INC			DENVER	CO	22400402	315137	419.95	54-1874689-3	10/20/2023
12652	YAMAHA MOTOR FINANCE CORP			CHICAGO	IL	22400861	314951	4,417.34	Yamaha Cart Rental for July 2023-June 2024	10/6/2023
434	YSIDRO MOLINAR			CARLSBAD	NM	22402632	29307	500.00	trash clean up Keep Carlsbad Beautiful	10/20/2023
11590	ZACHARY SMITH			EUNICE	NM		314952	20.00	ARFF Live Burn Training/Clovis, NM/FD	10/6/2023
327	ZADOC CAMPBELL			HOBBS	NM		315054	15.00	Background check refund/FD	10/13/2023
327	ZADOC CAMPBELL			HOBBS	NM		315217	20.00	Anatomy Lab, Lubbock, Texas/FD	10/27/2023
								3,457,087.64		

## **14. Vendor Fiscal Year Summary**

City of Carlsbad  
YTD Vendor Summary  
July 2023 - October 2023

Vendor Number	Vendor Name	City	State	YTD Purchases	YTD Payments
12830	4 ELEMENTS AUTOMOTIVE	CARLSBAD	NM	30,119.60	28,141.33
7558	4 RIVERS EQUIPMENT	GREELEY	CO	15,366.78	15,366.78
1637	49ER COMMUNICATIONS, INC	NEVADA CITY	CA	347.35	347.35
1256	4ALLPROMOS LLC	ESSEX	CT	1,807.90	1,807.90
2358	4IMPRINT INC.	CHICAGO	IL	4,009.21	4,009.21
1265	5280 PUBLISHING, INC	DENVER	CO	4,630.00	4,630.00
835	535 GROUP LLC	MCLEAN	VA	20,000.00	20,000.00
417	90 DEGREE BENEFITS	LUBBOCK	TX	546,121.87	546,121.87
148	A & S ENTERPRISES INC	ALBUQUERQUE	NM	26,270.00	24,750.00
687	AAL FIRE & SAFETY LLC	CARLSBAD	NM	2,823.11	2,823.11
1642	A-B AUTOMOTIVE EQUIPMENT, LLC	LUBBOCK	TX	1,624.95	1,624.95
1255	ABAE PARTNERS LLC	CARLSBAD	NM	75.00	75.00
11874	ACME ENVIRONMENTAL, INC	ALBUQUERQUE	NM	533.36	533.36
1566	ACTIVITY ADVISORS, INC	PHOENIX	AZ	2,392.48	2,392.48
1001	ACUSHNET COMPANY	BOSTON	MA	40,760.18	39,673.68
223	AD VENTURE MARKETING	BROWNFIELD	TX	3,484.92	3,484.92
1401	ADAM V WEIS	PETALUMA	CA	400.00	400.00
13169	ADB SAFEGATE AMERICAS LLC	COLUMBUS	OH	573.13	573.13
1005	ADIDAS AMERICA, INC.	PORTLAND	OR	3,627.03	2,248.04
64	ADMIN OFFICE OF THE COURTS	SANTA FE	NM	26,319.00	26,319.00
1033	ADMIRAL BEVERAGE CORP	ALBUQUERQUE	NM	16,774.02	16,774.02
11959	ADRIAN GONZALES	CARLSBAD	NM	20.00	20.00
14039	ADRIAN R RODRIGUEZ	CARLSBAD	NM	273.97	273.97
11317	ADVANCE AUTO PARTS	RALEIGH	NC	28,141.11	37,321.00
5276	ADVANCED CHEMICAL TRANSPORT INC.	SAN JOSE	CA	22,088.62	22,088.62
11012	ADVANCED PEST AND WEED	OKLAHOMA CITY	OK	10,184.17	9,958.63
6539	AERZEN USA CORP	COATESVILLE	PA	17,439.93	5,850.00
1568	AFC, LLC	ALBUQUERQUE	NM	130,875.36	130,875.36
11144	AFFIRMING HEART VICTIM SERVICES	CARLSBAD	NM	5,000.00	5,000.00
15719	ALBERT CASTILLO	CARLSBAD	NM	61.11	61.11
15713	ALBERT MOISA	CARLSBAD	NM	1,479.00	1,479.00
78	ALBERTSON'S #907	AMARILLO	TX	9,116.68	8,180.44
82	ALBUQUERQUE JOURNAL	ALBUQUERQUE	NM	4,525.50	4,525.50
228	ALERT ALL CORP	NEW HOLLAND	PA	3,848.00	3,848.00
9833	ALEX LUNA	CARLSBAD	NM	222.43	222.43
873	ALI M MORALES	ALBUQUERQUE	NM	11,694.32	11,694.32
10	ALL CITY MANAGEMENT SERVICES INC	LOS ANGELES	CA	669.42	669.42
12158	ALONZO NAJERA JR	CARLSBAD	NM	2,148.13	2,148.13
948	ALPHA-PURE SERVICES	CARLSBAD	NM	19,583.30	19,583.30
99	ALTEC INDUSTRIES INC	BIRMINGHAM	AL	2,291.40	2,291.40

City of Carlsbad  
YTD Vendor Summary  
July 2023 - October 2023

Vendor Number	Vendor Name	City	State	YTD Purchases	YTD Payments
1667	ALTITUDE RECREATION, INC	ERIE	CO	12,975.00	12,975.00
684	AMANDA LEE	LUBBOCK	TX	500.00	-
117	AMERICAN ALLIANCE OF MUSEUMS	ATLANTA	GA	295.00	295.00
1465	AMERICAN ASSOCIATION OF AIRPORT EXECUTIVES, INC	ALEXANDRIA		1,795.00	1,795.00
871	AMERICAN LIBRARY ASSOC	CHICAGO	IL	292.00	292.00
10052	AMERICAN MEDICAL GROUP	HOBBS	NM	1,768.95	1,768.95
10987	AMERICAN SIGNAL CORP	MILWAUKEE	WI	2,350.21	2,350.21
1160	AMIGO MACHINERY LLC	ROSWELL	NM	161.93	161.93
15789	AMPARO VASQUEZ	CARLSBAD	NM	20.00	20.00
1691	ANA MUNOZ	CARLSBAD	NM	500.00	500.00
15744	ANDRES RUIZ	CARLSBAD	NM	1,511.77	1,511.77
15965	ANDREW MATTA	CARLABAD	NM	586.34	586.34
901	ANDREWS BROADCASTING COMPANY INC.	ANDREWS	TX	799.50	799.50
850	ANDY DELFIN	CARLSBAD	NM	522.00	522.00
224	ANGEL ARMOR LLC	FORT COLLINS	CO	10,870.47	10,870.47
11863	ANGELICA BARRIOS-TESTA	CARLSBAD	NM	207.20	207.20
195	ANIMAL CARE EQUIPMENT & SERVICES LLC	BROOMFIELD	CO	1,098.77	1,098.77
1676	ANTHONY CERVANTES	CARLSBAD	NM	500.00	500.00
9692	ANTONIO BACA	CARLSBAD	NM	447.17	447.17
14	APCO, AFC INC.	DAYTONA BEACH	FL	2,398.00	2,398.00
725	APPLIED CONCEPTS INC	RICHARDSON	TX	5,028.00	4,744.50
251	APSCO INC	ALAMOGORDO	NM	499.69	499.69
303	AQUATIC CONSULTANTS, INC	ALBUQUERQUE	NM	64,041.89	64,041.89
544	ARAMARK UNIFORM & CAREER APPAREL GROUP	PASADENA	CA	4,809.46	4,517.84
12927	ARCHIVESOCIAL LLC	DALLAS	TX	4,788.00	4,788.00
320	ARISTATEK, INC.	LARAMIE	WY	1,490.00	1,490.00
11924	ART OF THE WEST	MINNETONKA	MN	30.00	30.00
358	ARTESIA DAILY PRESS	ARTESIA	NM	75.00	75.00
360	ARTESIA FIRE EQUIPMT, INC	ARTESIA	NM	5,305.70	5,305.70
1438	ARTESIA FORD SALES, INC	ARTESIA	NM	81.38	81.38
1221	ARTESIA METALS INC	ARTESIA	NM	442.14	442.14
3639	ASCEND LEARNING HOLDINGS, LLC	LEAWOOD	KS	2,378.86	2,378.86
1728	ASHLEY WEST	CARLSBAD	NM	500.00	500.00
693	ASKART INC.	TONGANOXIE	KS	395.00	395.00
391	AT&T CORPORATION	ATLANTA	GA	5,079.51	5,079.51
1622	AUSTIN NAYLOR	CARLSBAD	NM	74.76	74.76
396	AUSTIN TURF & TRACTOR INC	MARBLE FALLS	TX	943.58	943.58
405	AUTOZONE	CARLSBAD	NM	12.86	12.86
323	AXON ENTERPRISE INC	SCOTTSDALE	AZ	116,794.14	116,794.14
231	BADGE FRAME INC	CAMDEN	TN	2,419.63	2,419.63

City of Carlsbad  
YTD Vendor Summary  
July 2023 - October 2023

Vendor Number	Vendor Name	City	State	YTD Purchases	YTD Payments
438	BAKER UTILITY SUPPLY CORP	ALBUQUERQUE	NM	108,398.99	106,720.65
440	BALLEAU GROUNDWATER INC.	ALBUQUERQUE	NM	10,420.78	10,420.78
1412	BEAR PAW EMBROIDERY & SAFETY LLC	CARLSBAD	NM	10,978.51	10,858.51
13188	BEDFORD GALLERY	WALNUT CREEK	CA	2,000.00	2,000.00
1503	BEN E. KEITH COMPANY	FORT WORTH	TX	7,960.05	7,960.05
458	BENMARK SUPPLY CO., INC.	MIDLAND	TX	70,141.32	70,141.32
1723	BIBLIONIX, LLC	AUSTIN	TX	3,360.00	3,360.00
10229	BIBLIOTHECA, LLC	ATLANTA	GA	2,951.60	2,951.60
1644	BIDDLE CONSULTING GROUP, INC	FOLSOM	CA	3,950.00	3,950.00
910	BIG 5 SPORTING GOODS	EL SEGUNDO	CA	808.90	808.90
462	BIG STATE INDUSTRIAL SUPPLY INC	RIVERSIDE	CA	8,416.41	8,416.41
701	BIO AQUATIC TESTING INC	CARROLLTON	TX	3,380.00	3,380.00
531	BLACKSTONE AUDIO	PHILADELPHIA	PA	67.43	67.43
510	BLAINE INDUSTRIAL SUPPLY	LUBBOCK	TX	7,235.00	7,235.00
1610	BLAZESTACK INC	AUSTIN	TX	2,300.00	2,300.00
1509	BLICK ART MATERIALS LLC	GALESBURG	IL	2,277.45	2,277.45
12719	BLUE 360 MEDIA LLC	PARK CITY	UT	1,443.24	1,443.24
367	BLUE PEAK LOGIC INC	MISSION VIEJO	CA	3,100.00	3,100.00
1385	BLUE TEES ENTERPRISES LLC	WALNUT CREEK	CA	5,518.56	5,518.56
780	BLUEGLOBES LLC	EATONTON	GA	8,816.80	8,816.80
661	BNSF RAILWAY COMPANY CORP	FT WORTH	TX	1,139.76	1,139.76
412	BOARDTRONICS INC	ROSEVILLE	CA	2,343.50	2,343.50
545	BOB TURNER'S FORD COUNTRY	ALBUQUERQUE	NM	341,563.00	287,558.00
10074	BOBCAT AUTO AND DETAIL	CARLSBAD	NM	978.69	978.69
12014	BOBCAT COLLISION CENTER	CARLSBAD	NM	2,270.84	2,270.84
638	BOHANNAN HUSTON INC.	ALBUQUERQUE	NM	14,577.63	14,577.63
954	BOND EQUIPMENT CO INC	DALLAS	TX	3,346.93	3,346.93
1358	BPOE LODGE #1558	CARLSBAD	NM	1,500.00	1,500.00
9831	BRADLEY CARLSEN	CARLSBAD	NM	527.00	527.00
11694	BRADLEY WOOTTON	CARLSBAD	NM	776.51	776.51
580	BRANDON INDUSTRIES, INC.	MCKINNEY	TX	27,818.50	27,818.50
1666	BRANDON VASEY	CARLSBAD	NM	600.00	600.00
610	BREWER OIL CO.	ARTESIA	NM	3,810.40	3,810.40
13382	BRIAN MCCARTY	WHITES CITY	NM	605.32	605.32
1619	BRIAN TENCZA	FRANKFORT	IL	333.81	333.81
742	BRIDGEPAY NETWORK SOLUTIONS	MAITLAND	FL	1,487.00	1,178.50
616	BRININSTOOL EQUIPMENT SALES INC	CARLSBAD	NM	15,728.70	15,551.75
777	BRITTANY L MADRID	CARLSBAD	NM	500.00	500.00
635	BRODART CO.	COLUMBUS	OH	7,068.60	7,068.60
652	BROWNING GARAGE DOORS LLC	CARLSBAD	NM	9,190.04	9,190.04



City of Carlsbad  
YTD Vendor Summary  
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Vendor Number	Vendor Name	City	State	YTD Purchases	YTD Payments
10865	BRUCKNER TRUCK SALES INC	BIRMINGHAM	AL	4,909.65	4,909.65
10683	BSK ASSOCIATES	FRESNO	CA	1,106.00	1,106.00
662	BSN SPORTS LLC	DALLAS	TX	1,983.78	1,983.78
1508	BSTK LLC	CARLSBAD	NM	4,917.39	4,917.39
13343	BTE BODY COMPANY	IRVING	TX	2,840.82	2,840.82
12895	BUSINESS NOTIONS INC	ROSWELL	NM	187.38	187.38
11251	C & R DISTRIBUTING, LLC	EL PASO	TX	1,975.50	1,975.50
787	CAIN ELECTRIC SUPPLY CORP	DALLAS	TX	7,139.56	7,139.56
1003	CALLAWAY GOLF SALES CO.	CARLSBAD	CA	13,924.18	13,924.18
1604	CAMBIAR CONSULTING LLC	ALTO	NM	20,643.84	20,643.84
507	CANDOR TIRES LLC	CARLSBAD	NM	2,890.93	2,890.93
11294	CANNON COCHRAN MANAGEMENT	INDIANAPOLIS	IN	11,866.34	11,866.34
881	CAPROCK WATER COMPANY INC	ARTESIA	NM	128.51	128.51
890	CARC FARM, INC.	CARLSBAD	NM	1,573.45	1,348.45
1668	CARDIO PARTNERS INC	CHICAGO	IL	1,450.00	1,450.00
900	CARLSBAD ANIMAL CLINIC INC	CARLSBAD	NM	665.00	665.00
10517	CARLSBAD AREA ART ASSOC.	CARLSBAD	NM	9,031.35	9,031.35
915	CARLSBAD AUTO SUPPLY	CARLSBAD	NM	25,259.06	24,938.88
11181	CARLSBAD AUTOMOTIVE	CARLSBAD	NM	10,699.13	10,699.13
1738	CARLSBAD COLLABORATIVE CORP	CARLSBAD	NM	500.00	500.00
12203	CARLSBAD COMMUNITY	CARLSBAD	NM	30,240.00	30,240.00
944	CARLSBAD COMMUNITY ANTI-DRUG/GANG COALITION	CARLSBAD	NM	6,000.00	6,000.00
12859	CARLSBAD COMMUNITY THEATRE	CARLSBAD	NM	9,040.26	9,040.26
930	CARLSBAD CURRENT ARGUS	MCLEAN	VA	91.00	91.00
933	CARLSBAD DEPT OF DEVELOPMENT CORP	CARLSBAD	NM	2,000.00	2,000.00
934	CARLSBAD DOWNTOWN LIONS	CARLSBAD	NM	50.00	50.00
945	CARLSBAD FOUNDATION INC.	CARLSBAD	NM	500.00	500.00
285	CARLSBAD GEM & MINERAL SOCIETY INC	CARLSBAD	NM	5,283.15	5,283.15
1683	CARLSBAD LIVE, LLC	CARLSBAD	NM	27,792.00	27,792.00
941	CARLSBAD MAINSTREET CORP	CARLSBAD	NM	132,175.21	129,023.35
983	CARLSBAD MUNICIPAL SCHOOL	CARLSBAD	NM	3,750.00	3,750.00
5206	CARLSBAD NATIONAL LITTLE LEAGUE	CARLSBAD	NM	8,670.00	8,670.00
12061	CARLSBAD PRINTING/DESIGN	CARLSBAD	NM	1,082.46	1,082.46
998	CARLSBAD QUALITY AUTOBODY	CARLSBAD	NM	9,141.65	9,141.65
1388	CARLSBAD QUALITY JANITORIAL	HAGERMAN	NM	42,877.76	37,125.25
902	CARLSBAD RADIO INC.	CARLSBAD	NM	5,155.79	5,155.79
1040	CARLSBAD SHEET METAL, LLC	CARLSBAD	NM	234.61	234.61
12923	CARLSBAD SMALL ENGINE LLC	CARLSBAD	NM	283.97	283.97
11122	CARLSBAD SOCCER LEAGUE	CARLSBAD	NM	19,000.00	19,000.00
11662	CARLSBAD TRANSITIONAL HOUSING AND HOMELESS SHELTER	CARLSBAD	NM	40,000.00	40,000.00

City of Carlsbad  
YTD Vendor Summary  
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Vendor Number	Vendor Name	City	State	YTD Purchases	YTD Payments
1085	CARROT TOP INDUSTRIES	HILLSBOROUGH	NC	519.39	519.39
992	CED	DALLAS	TX	34,025.73	32,425.73
2624	CENGAGE LEARNING, INC	CHICAGO	IL	3,628.95	3,628.95
1135	CENTER POINT LARGE PRINT	THORNDIKE	ME	22.17	22.17
1552	CENTERLINE SUPPLY, INC	GRAND PRAIRIE	TX	1,400.00	1,400.00
1120	CENTRAL VALLEY ELECTRIC COOP	ARTESIA	NM	490.16	490.16
1206	CHAMBER OF COMMERCE CORP.	CARLSBAD	NM	201,872.00	184,372.00
1213	CHAPARRAL SAND & GRAVEL	CHAPARRAL	NM	3,994.92	3,994.92
7539	CHARLES G TRACY	HOUSTON	TX	2,630.24	2,630.24
9382	CHARLES H. JURVA	CARLSBAD	NM	8,059.68	8,059.68
9505	CHARLES JURVA-INS REBATE	CARLSBAD	NM	2,558.84	2,558.84
14037	CHRISTOPHER AUSTIN	CARLSBAD	NM	142.00	142.00
11778	CHRISTOPHER CORDOVA	CARLSBAD	NM	24.69	24.69
276	CHRISTOPHER MORALES	ARTESIA	NM	663.04	663.04
659	CI TECHNOLOGIES INC	ST AUGUSTINE	FL	2,424.03	2,424.03
12871	CIELO VISTA MALL	EL PASO	TX	3,600.00	3,600.00
9166	CITY OF CARLSBAD			817.00	817.00
1692	CITY OF RIO RANCHO	RIO RANCHO	NM	29.00	29.00
1342	CIVICPLUS, LLC	MANHATTAN	KS	450.00	450.00
1237	CLARK EQUIPMENT CO INC.	ALBUQUERQUE	NM	170.00	170.00
1491	CLARK TRUCK EQUIPMENT COMPANY INC	ALBUQUERQUE	NM	3,145.36	3,145.36
6002	CLEARSTREAM RECYCLING INC	PALOS HEIGHTS	IL	905.00	905.00
12653	CLUB PROPHET SYSTEMS	CHESWICK	PA	2,006.08	2,006.08
1202	COATS PUMP & SUPPLY INC	DEXTER	NM	311,230.48	311,230.48
13302	CODE 3 SERVICE LLC	ALBUQUERQUE	NM	19,600.31	19,600.31
15742	CODY MARRS	CARLSBAD	NM	15.00	15.00
9287	COLLIS JOHNSON	CARLSBAD	NM	1,015.10	1,015.10
8918	COLONIAL LIFE & ACCIDENT	COLUMBIA	SC	192,769.87	192,769.87
1629	COMMERCIAL ENERGY SPECIALISTS, LLC	TEMPE	AZ	10,545.51	10,545.51
1660	COMMERCIAL FOOD SERVICE & EQUIPMENT CO. INC.	ODESSA	TX	11,673.48	11,673.48
1725	COMPLETE CANINE (K9) TRAINING	BRIGHTON	CO	140.00	140.00
1270	CONNELLS OFFICE SUPPLY	CARLSBAD	NM	17,208.93	17,039.43
1290	CONSTRUCTOR'S INC.	CARLSBAD	NM	2,891,383.21	2,126,002.43
743	CONSULTRX LLC	CARLSBAD	NM	200.00	200.00
1613	CONVERSIGHT .AI INC	INDIANAPOLIS	IN	2,925.00	2,925.00
1293	CONVERUS, INC	LEHI	UT	3,200.00	3,200.00
5857	CONWAY SHIELD INC	NEW BERLIN	WI	273.60	273.60
1317	COOPER ENTERPRISES LLC	CARLSBAD	NM	1,194.91	1,194.91
5775	COOPERATIVE EDUCATIONAL SERVICES	ALBUQUERQUE	NM	2,297,048.69	2,146,694.57
12318	CORE & MAIN LP	ST LOUIS	MO	506,201.04	506,201.04

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1377	COUFAL- PRATER EQUIPMENT LLC	WACO	TX	9,242.40	7,758.03
1356	COURTESY PAWN	CARLSBAD	NM	8,552.48	8,552.48
3946	CREATIVE BUS SALES INC.	CHINO	CA	538.55	538.55
10204	CREED INC	LOVING	NM	968.81	-
1367	CREWS GLASS & MIRROR INC.	CARLSBAD	NM	457.42	457.42
6393	CROWN AWARDS	HAWTHORNE	NY	639.63	639.63
12240	CUMMINS SALES & SERVICE	DENVER	CO	4,581.88	4,581.88
10066	CXT INCORPORATED	PITTSBURGH	PA	142,163.62	142,163.62
11513	CYCLE STOP VALVES, INC	LUBBOCK	TX	2,659.25	2,659.25
219	D & D AUTOMATION & ELECTRIC LLC	HOBBS	NM	13,409.60	13,409.60
1408	DANA KEPNER CO.	DENVER	CO	21,108.00	21,108.00
1402	DARDANELLE TIMBER CO INC	CARLSBAD	NM	3,553.65	3,553.65
1308	DATA BUSINESS EQUIPMENT	DES MOINES	IA	438.00	438.00
1249	DATAPILOT INC	IRVINE	CA	2,795.00	2,795.00
1461	DECOR OF CARLSBAD, INC.	CARLSBAD	NM	1,709.89	1,709.89
3622	DEERE CREDIT INC.	JOHNSTON	IA	103,862.15	103,862.15
1746	DELISH HEFT	CARLSBAD	NM	42.00	42.00
1463	DEMCO, INC.	MILWAUKEE	WI	2,600.56	2,600.56
15971	DENNIS CONTRERAS	CARLSBAD	NM	20.00	20.00
12956	DESERT FOX SOLUTIONS	CARLSBAD	NM	3,759.19	3,759.19
1768	DESERT HILLS ELECTRIC SUPPLY INC	ARTESIA	NM	1,514.14	1,514.14
11958	DESERT SNOW	LIBBY	MT	1,947.00	1,947.00
11471	DEVON STINSON	CARLSBAD	NM	544.00	544.00
1649	DFND TECHNOLOGIES INC	EL SEGUNDO	CA	1,556.00	1,556.00
106	DIAMOND SPEED PRODUCTS	FRANKLIN PARK	IL	822.21	822.21
648	DISH DBS CORP	ENGLEWOOD	CO	710.81	568.64
12442	DITCH WITCH SOUTHWEST	MIDLAND	TX	60,300.04	60,300.04
1041	DIVOTS SPORTSWEAR COMPANY INC	PEACHTREE CORNERS	GA	6,912.58	6,912.58
1742	DOCUMENT SOLUTIONS INC.	ALBUQUERQUE	NM	9,890.01	9,890.01
1592	DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC	HOUSTON	TX	6,403.13	6,403.13
1378	DOMONIC ORNELAS	CARLSBAD	NM	180.00	180.00
1605	DON CHALMERS FORD	RIO RANCHO	NM	86,849.00	86,849.00
1226	DONA CASSINGHAM	CARLSBAD	NM	730.50	730.50
1634	DOUGLAS E SWARTZ	SEMINOLE	FL	1,250.00	1,250.00
1530	DPC INDUSTRIES, INC.	DALLAS	TX	10,615.80	10,615.80
1505	DUNAGAN ASSOCIATES	CARLSBAD	NM	80.00	80.00
298	DUNGAREES LLC	COLUMBIA	MO	2,831.43	2,831.43
1699	DYLAN MUNOZ	CARLSBAD	NM	35.00	35.00
269	EAGLE ENGRAVING INC	SAINT CHARLES	IL	2,522.65	2,522.65
1795	EBSCO SUBSCRIPTION SERV	DALLAS	TX	17,464.00	17,464.00

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1837	EDDY COUNTY	CARLSBAD	NM	176,288.51	176,288.51
1792	EDDY COUNTY CLERK	CARLSBAD	NM	1,450.00	1,450.00
1809	EDDY COUNTY DETENTION CENTER	CARLSBAD	NM	119,415.00	83,885.00
1831	EDDY LEA ENERGY ALLIANCE	CARLSBAD	NM	25,000.00	25,000.00
189	EDEN K9 CONSULTING & TRAINING CORP	CHESTEMERE, ALBERTA		696.00	696.00
13443	EDGAR JARAMILLO	CARLSBAD	NM	59.00	59.00
8950	EDILBERTO MORENO	CARLSBAD	NM	20.00	20.00
12882	EDISPATCHES	KINNELON	NJ	2,338.07	2,338.07
1517	EDMO DISTRIBUTORS, INC	SPOKANE VALLEY	WA	2,086.45	2,086.45
938	EDUARDO BUSTAMANTE	CARLSBAD	NM	500.00	500.00
10614	EDWARD VANSBOTTER	CARLSBAD	NM	20.00	20.00
13162	EH WACHS	LINCOLNSHIRE	IL	64.86	64.86
1283	ELECTRO-MATIC PRODUCTS, INC	FARMINGTON HILLS	MI	866,081.11	866,081.11
11174	ELIAS LARA	CARLSBAD	NM	40.00	40.00
805	ELITE MEDIA GROUP LLC	NORMAN	OK	6,008.36	-
15961	ELIZABETH FERRALES	CARLSBAD	NM	42.00	42.00
730	ELM USA INC	BUFFALO GROVE	IL	623.99	623.99
1926	EMBLEM ENTERPRISES, INC.	VAN NUYS	CA	1,166.30	1,166.30
1577	EMERGENCY TECHNOLOGY INC	HUDSONVILLE	MI	4,787.17	4,446.72
1931	EMS REGION III CORP	CLOVIS	NM	1,214.00	1,214.00
11475	EMSRX	WAXAHACHIE	TX	8,400.00	8,400.00
12816	ENCHANTED TECHNOLOGY SOLUTIONS	ALBUQUERQUE	NM	117,687.39	117,687.39
1933	ENCYCLOPAEDIA BRITANNICA	CHICAGO	IL	1,350.00	1,350.00
6321	ENMU-ROSWELL	ROSWELL	NM	14,772.65	14,772.65
1963	ENVIRONMENTAL RESOURCE ASSOCIATION	GOLDEN	CO	383.87	383.87
13358	EQUIPMENTSHARE.COM INC	FULTON	MO	681.49	681.49
11980	ERIC FLORES	CARLSBAD	NM	507.00	507.00
1318	ERIC FLORES	CARLSBAD	NM	136.50	115.08
1697	ERIC HERNANDEZ			60.00	60.00
876	ERNESTO B MARTINEZ	ROSWELL	NM	5,391.65	5,391.65
9196	ERNIE DOMINGUEZ	CARLSBAD	NM	394.00	394.00
1677	ESUBSTANCE LTD	LONDON		15,000.00	15,000.00
1306	EVAN LARA	CARLSBAD	NM	507.00	507.00
1690	EYENID MANZO	CARLSBAD	NM	500.00	500.00
797	EZ DOCK OF TEXAS L.P.	HURST	TX	3,755.63	3,755.63
1801	E-Z RENTALS & SALES, INC.	CARLSBAD	NM	10,180.87	10,180.87
2255	FASTENAL COMPANY	WINONA	MN	954.74	954.74
2284	FEDERAL EXPRESS CORP.	PITTSBURGH	PA	309.86	309.86
2359	FERGUSON WATERWORKS #3083	LOS ANGELES	CA	36,970.44	36,970.44
3422	FIRE PROTECTION PUBLICATIONS	STILLWATER	OK	1,863.00	1,863.00

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13110	FIREHOSEDIRECT	MOORESVILLE	NC	896.42	896.42
1639	FIRST METHODIST CHURCH CARLSBAD	CARLSBAD	NM	37,757.50	37,757.50
2384	FLEETPRIDE	DALLAS	TX	2,243.58	2,243.58
1347	FLOCK GROUP INC	ATLANTA	GA	500.00	500.00
2467	FORESTRY SUPPLIERS INC	JACKSON	MS	170.21	170.21
2480	FORREST TIRE CO., INC.	CARLSBAD	NM	22,238.76	21,972.35
2502	FOX SCIENTIFIC, INC.	ALVARADO	TX	1,605.72	1,605.72
15786	FRANCISCO OROZCO	CARLSBAD	NM	662.00	662.00
1730	FRANK J MORBILLO	TESUQUE	NM	3,490.37	3,490.37
1612	FRIENDS OF THE CARLSBAD PUBLIC LIBRARY	CARLSBAD	NM	300.00	300.00
12896	FRIENDS OF THE LIVING DESERT	CARLSBAD	NM	11,649.49	11,649.49
2486	FULL SOURCE, LLC	JACKSONVILLE	FL	2,097.28	2,097.28
2597	FUSON INDUSTRIAL MAINTENANCE LLC	CARLSBAD	NM	600.00	600.00
11919	FUSON PROPERTIES	CARLSBAD	NM	500.00	500.00
12395	G. ALLEN PEREZ	CARLSBAD	NM	42.00	42.00
2639	GALE CENGAGE LEARNING	ATLANTA	GA	2,796.40	2,796.40
12960	GALLS LLC	CHICAGO	IL	27,036.79	26,501.66
10862	GAMETIME INC	FT PAYNE	AL	15,015.55	15,015.55
12504	GARNER'S YAMAHA LLC	HOBBS	NM	1,604.85	1,604.85
8928	GENERAL OPERATING FUND			418,248.47	418,248.47
14298	GEORGE PETERSON	ROSWELL	NM	40.00	40.00
1455	GEORGE U CASTRO	CARLSBAD	NM	9,295.10	9,031.98
14690	GERARD JAQUEZ	CARLSBAD	NM	4,456.00	4,456.00
1694	GINA STYRING	CARLSBAD	NM	314.66	314.66
11242	GOLDEN WEST INDUSTRIAL	SIMI VALLEY	CA	1,529.71	-
343	GOOD TIMES TSHIRT ORGANIZATION LLC	ALBUQUERQUE	NM	222.85	222.85
2925	GOSERCO, INC.	MESA	AZ	7,495.35	7,495.35
2933	GRAINGER	KANSAS CITY	MO	37,059.19	36,992.87
331	GRAY MEDIA GROUP INC	ATLANTA	GA	2,440.00	2,440.00
2546	GREEN CLEAN WINDOW CLEANING	CARLSBAD	NM	269.11	269.11
1537	GREY HOUSE PUBLISHING	AMENIA	NY	148.50	-
3021	GUY LUTMAN ENTERPRISES LLC	CARLSBAD	NM	1,874.30	1,874.30
3030	HACH COMPANY	CHICAGO	IL	685.50	685.50
1556	HALEY M JONES	CARLSBAD	NM	343.67	343.67
10957	HALL ENVIRONMENTAL	ALBUQUERQUE	NM	3,015.28	3,015.28
3050	HALL MACHINE	CARLSBAD	NM	12,713.11	12,713.11
3060	HAMILTON ROOFING CO. INC.	CARLSBAD	NM	54,899.59	54,899.59
567	HARRELL'S LLC	LAKELAND	FL	11,595.34	11,595.34
548	HBSS CONNECT CORP	LOWELL	MA	18,984.33	18,984.33
4806	HEARST NEWSPAPER II, LLC	PRESCOTT	AZ	2,800.00	2,800.00

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11080	HEARST PROPERTIES	ALBUQUERQUE	NM	3,583.91	2,247.54
11079	HEIL OF TEXAS	IRVING	TX	15,469.23	15,469.23
3140	HELENA AGRI-ENTERPRISES	DALLAS	TX	2,258.00	2,258.00
15753	HENRY J CASTANEDA	CARLSBAD	NM	749.00	749.00
10412	HENRY MORGAN	CARLSBAD	NM	59.00	59.00
3159	HI LINE CO	DALLAS	TX	9,078.30	9,078.30
3174	HINKLE SHANOR LLP	ROSWELL	NM	5,708.01	5,708.01
10838	HISTORICAL SOCIETY OF NM	SANTA FE	NM	50.00	50.00
491	HOLTZ INDUSTRIES INC	NEWARK	OH	1,333.60	1,333.60
258	HORTON LAW FIRM LLC	CARLSBAD	NM	5,374.80	5,374.80
13373	HOT SHOT SUPPLY	DENVER	CO	1,900.00	1,900.00
10726	HUB INTL INS SVCS INC	DALLAS	TX	7,680.00	7,680.00
799	HUTTON BROADCASTING LLC	SANTA FE	NM	3,890.25	3,890.25
3404	IACP	BALTIMORE	MD	875.00	875.00
8937	IBEW, LOCAL UNION #611	ALBUQUERQUE	NM	6,932.37	6,932.37
810	ICA RADIO LTD	DALLAS	TX	1,000.00	1,000.00
3408	IDEXX DISTRIBUTION INC.	ATLANTA	GA	2,789.89	2,789.89
10059	IMAGE PERMANENCE INST	ROCHESTER	NY	300.00	300.00
1527	IMPRONTA LLC	ALBUQUERQUE	NM	44,126.25	44,126.25
3451	INDUSTRIAL ELECTRIC MOTORS INC	CARLSBAD	NM	96.00	96.00
351	INFORMATION PROTECTION SERVICES INC	ROSWELL	NM	3,091.94	3,091.94
3465	INGRAM LIBRARY SERVICES	ATLANTA	GA	3,279.63	3,279.63
10158	INOUTBOARD.COM LLC	CHULA VISTA	CA	360.00	360.00
532	INSIGHT DIRECT USA INC	TEMPE	AZ	133.50	133.50
735	INSIGHT PUBLIC SECTOR	TEMPE	AZ	160,973.82	159,565.21
12685	INTAPOL INDUSTRIES INC	NEW YORK	NY	483.96	483.96
10145	INTERNATIONAL BRONZE	FT MYERS	FL	4,994.00	4,994.00
3407	INTERNATIONAL CRITICAL INCIDENT STRESS	ELLCOTT CITY	MD	2,181.20	2,181.20
3508	INTERNATIONAL INSTITUTE OF	RANCHO CUCAMONGA	CA	350.00	350.00
1489	INTERVIEW NOW, INC	ALAMEDA	CA	4,500.00	4,500.00
15634	ISAAC FLOREZ	CARLSBAD	NM	214.48	214.48
3601	J & J PIPE & SUPPLY	CARLSBAD	NM	3,278.79	3,035.64
541	J WAYNE BEVERS	ROSWELL	NM	9,140.08	9,140.08
1327	JACKSON SUPPLY LLC	DENTON	TX	975.59	975.59
10533	JACOB DORADO	CARLSBAD	NM	965.00	965.00
13101	JACOB MARQUEZ	CARLSBAD	NM	20.00	20.00
1703	JAIME RENE AGUILERA	CARLSBAD	NM	500.00	500.00
5770	JAIME'S WELDING LLC	CARLSBAD	NM	833.66	833.66
3665	JAMES COOKE & HOBSON INC	ALBUQUERQUE	NM	18,527.40	6,866.40
1892	JAMES DEREK NEELD	CARLSBAD	NM	336.00	336.00

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3058	JAMES HAMILTON CONST. CO	SILVER CITY	NM	17,073.46	16,454.89
10361	JAMES LOGSDON	ARTESIA	NM	300.14	300.14
1589	JAVIS GRIEGO	RIO RANCHO	NM	66,078.26	66,078.26
3626	JD CREATIONS	CARLSBAD	NM	360.00	360.00
1686	JED PEACOCK	CARLSBAD	NM	61.00	61.00
11976	JEFFREY BISHOP	CARLSBAD	NM	60.00	60.00
3675	JENKINS FURNITURE	CARLSBAD	NM	2,357.00	2,357.00
1036	JENKINS MARKETING CO LLC	ENGLEWOOD	CO	9,746.90	9,746.90
14024	JESSIE RODRIGUEZ	CARLSBAD	NM	596.81	596.81
1047	JESUS MIGUEL URTEAGA	EL PASO	TX	4,784.16	4,784.16
1682	JET AUTO GLASS	ROSWELL	NM	250.00	250.00
11585	JIM MYERS & SONS INC	CHARLOTTE	NC	25,590.00	25,590.00
10498	JK AUTO & DIESEL LLC	CARLSBAD	NM	850.03	850.03
13449	JOANNE JAURE	CARLSBAD	NM	94.65	94.65
11689	JOE J MONAHAN	ALBUQUERQUE	NM	548.27	548.27
10941	JOEL'S HEAVY DUTY TOWING AND RECOVERY	ARTESIA	NM	1,242.07	1,242.07
12028	JOHN BONNELL	CARLSBAD	NM	199.08	199.08
846	JOHN J PENNELL	ROSWELL	NM	41,722.08	41,722.08
15410	JOHN MAJERUS	CARLSBAD	NM	400.80	400.80
14047	JOHN RIDDLE	CARLSBAD	NM	175.00	175.00
15966	JOHN SNEATHEN	CARLSBAD	NM	544.00	544.00
3767	JOHNSTONE SUPPLY	ALBUQUERQUE	NM	1,193.39	1,193.39
8338	JONATHAN ALEXANDER MEZA	LOVINGTON	NM	423.36	423.36
828	JONATHAN CHANDLER	CARLSBAD	NM	2,524.00	2,524.00
13176	JORDAN REYES	EL PASO	TX	507.00	507.00
1661	JORGE R. MARTINEZ	CARLSBAD	NM	275.00	275.00
566	JOSE E BENAVIDEZ	LOVING	NM	9,623.74	9,623.74
329	JOSEPH HOUSER	CARLSBAD	NM	5,203.00	5,203.00
1021	JOSEPH ORTIZ	CARLSBAD	NM	859.41	859.41
12501	JR DOPORTO	CARLSBAD	NM	4,325.79	4,325.79
976	JUAN COELLO	EL PASO	TX	507.00	507.00
12710	JUDY BRAKEMAN	CARLSBAD	NM	401.51	401.51
569	JULIE CHESTER	LITHIA	FL	19,440.00	19,440.00
10448	JUST FOR CONCRETE	ARTESIA	NM	1,549.82	1,549.82
1664	JUSTIN L LOMPREY	HENDERSON	NV	2,050.00	2,050.00
11349	JUSTIN NORTHCUTT	CARLSBAD	NM	8,518.86	8,518.86
10764	JWC ENVIRONMENTAL LLC	LOS ANGELES	CA	11,535.08	8,490.04
3813	K W FUELS, INC.	HOBBS	NM	2,767.74	2,767.74
1741	KADEN MIRELES	CARLSBAD	NM	40.00	40.00
3818	KAM SECURITY & SOUND, INC	CARLSBAD	NM	2,282.37	2,282.37

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3541	KARS LLC	ROSWELL	NM	17,856.39	17,053.50
14153	KATHRYN PRELL	CARLSBAD	NM	79.00	79.00
1609	KATRINA SMITH	CARLSBAD	NM	500.00	500.00
12615	KELLY SMYER	CARLSBAD	NM	544.00	544.00
14257	KENNETH AHRENS	CARLSBAD	NM	1,901.90	1,901.90
304	KEYMAKE SOLUTIONS LLC	CARLSBAD	NM	105.67	105.67
1584	K-LOG INC.	ZION	IL	1,169.09	1,169.09
315	KNOX ASSOCIATES INC	PHOENIX	AZ	721.00	721.00
3945	KRISTINA B HILLMER	CARLSBAD	NM	1,740.48	1,740.48
11075	KRQE TV, KASA TV, KBIM TV	DALLAS	TX	3,400.95	2,206.31
13387	KWES TELEVISION LLC	ODESSA	TX	3,000.00	3,000.00
11038	KYLE MARKSTEINER	CARLSBAD	NM	810.00	810.00
1027	L & F DISTRIBUTORS LLC	CORPUS CHRISTI	TX	7,981.20	7,981.20
11867	LA CUEVA PET CARE CENTER	CARLSBAD	NM	606.08	606.08
4011	LA TIENDA	CARLSBAD	NM	749.74	749.74
6867	LAKESIDE MEATS INC.	CARLSBAD	NM	474.50	474.50
14250	LARRY YTURREALDE	CARLSBAD	NM	507.00	507.00
1564	LATRICIA ASH	HOBBS	NM	257.78	257.78
1512	LAUREL ANNE CARRIER FEILMEIER	BAY ST LOUIS	MS	6,000.00	6,000.00
4310	LAWSON PRODUCTS INC	CHICAGO	IL	569.58	569.58
12885	LD SUPPLY LLC	ALBUQUERQUE	NM	1,447.79	1,447.79
4340	LEA COUNTY ELEC COOP. INC	LOVINGTON	NM	28,903.48	28,903.48
1606	LEADERSHIP NEW MEXICO	ALBUQUERQUE	NM	2,500.00	2,500.00
10770	LEADSONLINE LLC	PLANO	TX	6,212.00	6,212.00
10975	LEAGUE/HISTORIC AMERICAN	FOREST HILL	MD	325.00	325.00
11518	LEATHAM FAMILY LLC	OGDEN	UT	5,987.00	5,987.00
10578	LEE WILSON & ASSOCIATES INC	SANTA FE	NM	2,114.53	2,114.53
12902	LESLIE WINFIELD	HOBBS	NM	20.00	20.00
1280	LEVEL 3 FINANCING, INC	BROOMFIELD	CO	5,412.01	5,412.01
1614	LEXIPOL, LLC	FRISCO	TX	6,200.00	6,200.00
1454	LEXISNEXIS RISK SOLUTIONS FL INC	ALPHARETTA	GA	1,161.75	1,161.75
11185	LEXJET LLC	ATLANTA	GA	4,174.05	4,174.05
4359	LIFE ASSIST INC	RANCHO CORDOVA	CA	24,932.47	24,580.66
1638	LIFE TECHNOLOGIES CORPORATION	PITTSBURGH	PA	170,545.68	-
1689	LINDA CANDELARIA- DODD	CARLSBAD	NM	500.00	500.00
3875	LN CURTIS & SONS	WALNUT CREEK	CA	11,284.76	11,284.76
15960	LOGAN RAMIREZ	CARLSBAD	NM	530.00	530.00
3406	LOGIN/IACP NET	BALTIMORE	MD	875.00	875.00
1617	LOIS M MANNO	ALBUQUERQUE	NM	459.80	459.80
12977	LONNIE SALAZAR	ROSWELL	NM	974.35	974.35



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10593	LORRAINE MONTOYA	CARLSBAD	NM	20.00	20.00
11815	LOWE'S	ATLANTA	GA	27,048.86	28,490.95
563	L-TRON CORPORATION	VICTOR	NY	8,954.00	8,954.00
1648	LUMIVERO LLC	DENVER	CO	998.00	998.00
14032	LUPE ORNELAS	CARLSBAD	NM	20.00	20.00
4731	MAIL SERVICE CENTER	CARLSBAD	NM	5,445.25	4,015.65
346	MALLORY SAFETY & SUPPLY LLC	LONGVIEW	WA	4,714.96	4,714.96
364	MARCELA G PINON	EL PASO	TX	3,422.05	-
1583	MARGARET BARRERAS	CLOUDCROFT	NM	40.00	40.00
1538	MARIA M. LOPEZ	CARLSBAD	NM	2,499.86	2,499.86
3521	MARIE A JOHNSON	CARLSBAD	NM	8.01	8.01
1698	MARIE E BLEA	CARLSBAD	NM	2,499.10	2,499.10
1046	MARIO GONZALEZ SANTILLAN	CARLSBAD	NM	200.00	200.00
861	MARJANOVIC LAW LLC	ALBUQUERQUE	NM	13,991.25	11,838.75
10532	MARK JOHNSON	CARLSBAD	NM	20.00	20.00
9474	MARK MORENO	CARLSBAD	NM	1,884.29	1,884.29
1493	MARRS GRIEBEL LAW, LTD.	ALBUQUERQUE	NM	43,712.81	43,712.81
12649	MASEK ROCKY MTN GOLF CARS	ALBUQUERQUE	NM	29,277.86	29,277.86
4779	MASTER LUBE INC	CARLSBAD	NM	3,616.29	3,462.35
10390	MATT LANGLITZ	CARLSBAD	NM	69.97	69.97
12270	MATTHEW FLORES	CARLSBAD	NM	20.00	20.00
4759	MCCOYS LUMBER	CARLSBAD	NM	6,800.18	4,340.54
4764	MCGEE CO	DENVER	CO	840.32	840.32
1616	MCWANE INC	OSKALOOSA	IA	885.00	885.00
3033	MD SOLUTIONS INC	PLAIN CITY	OH	1,802.26	1,802.26
1309	MEDICAL AIR SERVICES ASSOCIATION, INC	PLANTATION	FL	16,821.50	16,821.50
340	MELISSA PHILLIPS	CARLSBAD	NM	88.72	88.72
5249	MELLOY DODGE	ALBUQUERQUE	NM	44,240.00	44,240.00
11928	MERCURY MEDICAL	CLEARWATER	FL	1,211.36	1,211.36
1658	MERCY VETERINARY HOSPITAL	LEANDER	TX	147.34	147.34
893	MH5500 LLC	CARLSBAD	NM	20,882.64	16,284.14
13448	MICAH ROBERTS	ARTESIA	NM	6,670.00	6,670.00
11978	MICHAEL (BRAD) HENSON	CARLSBAD	NM	215.00	215.00
931	MICHAEL GREEN	CHATTANOOGA	TN	3,542.86	3,542.86
15755	MICHAEL SHOTT	CARLSBAD	NM	20.00	20.00
11851	MICHAEL TRUJILLO	CARLSBAD	NM	2,736.00	2,736.00
1303	MICHAEL W WOOD	CARLSBAD	NM	100.87	100.87
264	MICHEAL A MUNOZ	LOVING	NM	371.39	371.39
5274	MIDCO DIVING & MARINE SERVICES, INC	RAPID CITY	SD	5,013.24	5,013.24
1733	MIDLAND TRAILER SALES & SERVICE, LLC	MIDLAND	TX	7,262.00	7,262.00

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1720	MIDWEST FINANCE CORPORATION	ANTHONY	TX	1,838.12	1,838.12
4869	MIDWEST TAPE	CINCINNATI	OH	124.99	124.99
1534	MIGHTY WASH	LUBBOCK	TX	420.00	420.00
1670	MILE HIGH SHOOTING ACCESSORIES LLC	FREDERICK	CO	13,369.80	13,369.80
5218	MILLER ENGINEERS INC	ALBUQUERQUE	NM	119,356.94	119,356.94
11897	MINDY A RODRIGUEZ	CARLSBAD	NM	500.00	500.00
4872	MINE SUPPLY	DALLAS	TX	6,334.51	5,723.79
388	MISSION COMMUNICATIONS LLC	NORCROSS	GA	4,913.40	4,913.40
10246	MITCHELL & CRUSE	CARLSBAD	NM	67,122.38	67,122.38
10647	MOBILE SAFETY & CONSULT	CARLSBAD	NM	322.19	322.19
4905	MODRALL SPERLING, ROEHL	ALBUQUERQUE	NM	14,762.58	14,762.58
9450	MOLZEN-CORBIN & ASSOC, INC	ALBUQUERQUE	NM	248,385.50	248,385.50
11555	MOON DOG PUBLISHING LLC	ALBUQUERQUE	NM	4,580.32	4,580.32
4917	MORALES UPHOLSTERY	CARLSBAD	NM	1,262.18	1,262.18
4935	MORRISON SUPPLY	DALLAS	TX	11,867.17	11,713.65
5009	MORROW, REARDON, MILLER,	ALBUQUERQUE	NM	17,650.51	17,650.51
4949	MOTOROLA INC	CHICAGO	IL	3,954.44	6,397.10
5036	MOUNTAIN-PLAINS MUSEUMS	LINCOLN	NE	200.00	200.00
4925	MSC INDUSTRIAL SUPPLY CO.	ST. LOUIS	MO	3,174.44	3,174.44
1365	MT LIBRARY SERVICES INC	PLAIN CITY	OH	1,322.35	1,322.35
4862	MTD INC-THE KID	LOVINGTON	NM	6,214.10	6,214.10
818	MUNISSION LLC	SAN JUAN	PR	11,727.50	11,727.50
4587	MWI VETERINARY SUPPLY	DALLAS	TX	739.38	739.38
5757	MY-LOR, INC	DALLAS	GA	113.80	113.80
4997	MYRON CORP	BALTIMORE	MD	1,365.15	1,365.15
12913	N7 TACTICAL TRAINING LLC	CARLSBAD	NM	1,500.00	1,500.00
12340	NADINE MIRELES	CARLSBAD	NM	915.42	915.42
411	NANCY HARTMAN- BROWN	CARLSBAD	NM	160.00	160.00
5120	NASRO INC.	HOOVER	AL	475.00	475.00
5137	NATIONAL BUSINESS FURNITURE	MILWAUKEE	WI	406.00	406.00
13366	NATIONAL INDUSTRIAL & SAFETY SUPPLY LLC	OLYMPIA	WA	9,592.28	9,592.28
11969	NATIONAL PEN CO LLC	SAN DIEGO	CA	248.56	248.56
5259	NATIONAL RESTAURANT SUPPLY CO INC	EL PASO	TX	9,217.92	9,217.92
5286	NATIONAL SAFETY COUNCIL	ITASCA	IL	2,732.06	2,732.06
10718	NAVIGATE360 LLC	CLEVELAND	OH	749.00	749.00
5191	NCH CORPORATION	IRVING	TX	395.95	395.95
5376	NEUMARK IRRIGATION	ALBUQUERQUE	NM	7,018.91	7,018.91
1331	NEW MEXICO ASSOCIATION OF COUNTIES 911	CARLSBAD	NM	150.00	150.00
5491	NEW MEXICO FIRE CHIEFS ASSOCIATION	SANTA FE	NM	350.00	350.00
5810	NEW MEXICO GAS CO. INC.	ALBUQUERQUE	NM	7,537.08	6,163.40

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5483	NEW MEXICO MAGAZINE	SANTA FE	NM	14,880.95	14,880.95
6722	NEW MEXICO SECRETARY OF STATE	SANTA FE	NM	30.00	30.00
1215	NEW MEXICO TAP MASTER INC	CONCORD	CA	8,963.25	8,963.25
11750	NEW TRAVERTINE, INC.	BELEN	NM	4,125.75	4,125.75
71	NEXTREQUEST LLC	DALLAS	TX	20,631.09	20,631.09
2349	NFPA	AVON	MA	72.00	72.00
12419	NICHE ACADEMY LLC	LEHI	UT	4,500.00	4,500.00
1669	NICHOLAS MOISA	CARLSBAD	NM	20.00	20.00
5551	NICHOLS PRINTING, INC.	CARLSBAD	NM	1,925.00	1,925.00
11650	NM ASSOC OF CHIEFS OF	SANTA FE	NM	250.00	250.00
8953	NM CHILD SUPPORT	DALLAS	TX	9,976.99	9,976.99
5459	NM DEPT OF WORKFORCE SOL	ALBUQUERQUE	NM	7,122.23	7,122.23
5471	NM FLOODPLAIN MANAGERS ASSOC	ROSWELL	NM	250.00	250.00
5467	NM JUNIOR COLLEGE	HOBBS	NM	22,473.00	22,473.00
5484	NM LIBRARY ASSOCIATION	ALBUQUERQUE	NM	60.00	60.00
5493	NM MUNICIPAL COURT CLERKS	SANTA FE	NM	240.00	240.00
5494	NM MUNICIPAL JUDGES ASSN.	SANTA FE	NM	150.00	150.00
5488	NM MUNICIPAL LEAGUE	SANTA FE	NM	100.00	100.00
5499	NM MUNICIPAL LIBRARIANS ASSOCIATION	SANTA FE	NM	50.00	50.00
5536	NM ONE CALL SYSTEMS INC	ALBUQUERQUE	NM	4,528.00	4,528.00
5502	NM RECYCLING COALITION	SANTA FE	NM	3,347.00	3,347.00
8955	NM RETIREE HEALTH CARE	DALLAS	TX	338,993.02	338,993.02
5584	NM SELF INSURERS FUND	SANTA FE	NM	1,101,097.71	1,101,097.71
5497	NMML	SANTA FE	NM	1,395.00	1,395.00
5108	NMPTA	RIO RANCHO	NM	400.00	400.00
5555	NMWWA	ESPANOLA	NM	1,320.00	1,320.00
5533	NMWWA - SE SECTION	ESPANOLA	NM	120.00	120.00
5546	NOAH'S ARK, INC.	CARLSBAD	NM	116,120.55	116,120.55
11266	NOALMARK BROADCASTING COR	HOBBS	NM	3,450.09	3,450.09
5572	NORTHERN SAFETY CO.,INC.	UTICA	NY	93.66	93.66
13398	NORTHERN TOOL & EQUIPMENT	BURNSVILLE	MN	5,460.26	5,460.26
1532	NOTHERN GIFTS INC	BLAINE	WA	563.01	563.01
5602	OCLC, INC	DENVER	CO	7,480.27	7,480.27
11090	ODESSA AMERICAN	MCALLEN	TX	8,098.00	8,098.00
5639	OFFICE DEPOT INC.	DALLAS	TX	8,338.41	8,257.45
9998	ONE TIME			5,677.44	5,677.44
9999	ONE TIME			51,258.02	50,758.02
218	OPPORTUNITYSPACE INC	BOSTON	MA	13,000.00	13,000.00
5668	OREILLY AUTO/FIRST CALL	SPRINGFIELD	MO	996.55	996.55
5693	ORIENTAL TRADING CO	OMAHA	NE	1,622.99	1,188.46

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3017	ORLANDO GARZA	CARLSBAD	NM	175,098.04	175,098.04
11886	OTC BRANDS, INC.	DES MOINES	IA	1,104.29	1,104.29
1486	OTHRAM INC	THE WOODLANDS	TX	15.63	15.63
16080	OTIS WATER USERS CO-OP	CARLSBAD	NM	378.67	378.67
5715	OTTO ENVIRONMENTAL	CHARLOTTE	NC	31,736.00	-
10025	OVERDRIVE INC	CLEVELAND	OH	3,000.00	3,000.00
349	OXI FRESH OF SE NM LLC	ROSWELL	NM	2,087.18	2,087.18
488	P & M SOLUTIONS LLC	NORCROSS	GA	2,059.45	2,059.45
12623	PACESETTER K9 LLC	LIBERTY HILL	TX	1,800.00	1,800.00
5761	PAPER DIRECT	MINNEAPOLIS	MN	877.16	877.16
1404	PAR WEST TURF SERVICES, INC	HUNTINGTON BEACH	CA	14,659.75	14,659.75
935	PATHSOLUTIONS INC	SUNNYVALE	CA	6,065.32	6,065.32
471	PATRICIA ORTIZ	CARLSBAD	NM	471.16	471.16
5848	PATS PARTS & SVC, INC.	CARLSBAD	NM	811.37	811.37
1414	PAULA LEE	CARLSBAD	NM	445.89	445.89
5729	PECOS VALLEY BROADCASTING CORP	ARTESIA	NM	8,651.06	5,421.69
158	PELICANS LLC	FREDERICK	CO	24,230.00	24,230.00
5877	PENWORTHY	MILWAUKEE	WI	598.96	598.96
6924	PERFECT DESIGNS, LLC	CARLSBAD	NM	1,788.00	1,788.00
5889	PETERSON'S WATER TREATMENT LLC	ALBUQUERQUE	NM	3,601.95	3,601.95
5882	PETES EQUIPMENT REPAIR, INC	ALBUQUERQUE	NM	3,303.31	3,303.31
68	PETSENSE	CARLSBAD	NM	712.87	712.87
9005	PETTY CASH	CARLSBAD	NM	583.56	583.56
1350	PHIL LONG FORD OF RATON LLC	RATON	NM	392,920.00	392,920.00
5924	PHIL'S LANDSCAPING	CARLSBAD	NM	1,584.55	1,584.55
5954	PHOENIX PUMPS, INC	EL PASO	TX	740.00	740.00
1193	PICKLEBALL HOLDINGS LLC	KENT	WA	2,098.94	2,098.94
6541	PILOT THOMAS LOGISTICS, LLC	DALLAS	TX	3,649.55	3,649.55
10935	PIPESTONE EQUIPMENT LLC	GOLDEN	CO	3,655.63	3,655.63
5938	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	PITTSBURGH	PA	7,043.36	7,043.36
5950	PLAINS WELDING SUPPLY, INC	CARLSBAD	NM	4,282.21	4,282.21
5960	PLATEAU WIRELESS INC.	CLOVIS	NM	5,436.04	5,436.04
13189	PLATINUM AUTO SERVICES INC	CARLSBAD	NM	171.84	171.84
916	POSITIVE CONCEPTS INC.	ORANGE	CA	1,050.00	1,050.00
5996	POSITIVE PROMOTIONS	HAUPPAUGE	NY	927.39	927.39
5972	POSTAL PROS, INC	CALDWELL	ID	51,516.55	51,516.55
11997	POWERDMS, INC	ORLANDO	FL	21,814.97	21,814.97
62	PROFESSIONAL AMBULANCE SALES & SERVICE LLC	COMANCHE	TX	3,590.28	3,590.28
5981	PROFORCE LAW ENFORCEMENT	PRESCOTT	AZ	32,977.78	32,977.78
6114	PROQUEST INFORMATION	CHICAGO	IL	1,360.91	1,360.91

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8964	PROVIDENT LIFE & ACCIDENT	ALTANTA	GA	891.44	891.44
11421	PRYOR LEARNING SOLUTIONS	MISSION	KS	199.00	199.00
11077	PUBLIC SAFETY PSYCHOLOGICAL SERVICES	DEMING	NM	3,652.70	3,652.70
12603	PUBLIC SAFETY PSYCHOLOGY	ALBUQUERQUE	NM	5,424.30	5,424.30
12174	PULLTARPS MFG	EL CAJON	CA	1,299.35	1,299.35
5032	PURE OPERATIONS, LLC	LAS CRUCES	NM	1,958.75	1,958.75
6097	PVT	ARTESIA	NM	14,884.16	14,884.16
6164	QUEST DIAGNOSTICS	ATLANTA	GA	2,930.35	2,930.35
6168	QUILL OFFICE PRODUCTS	FRAMINGHAM	MA	14,333.15	13,948.88
6198	R & R PRODUCTS, INC.	TUCSON	AZ	1,002.62	1,002.62
14489	RANDY GALINDO	CARLSBAD	NM	65.00	65.00
914	RANDY M AUTIO	ALBUQUERQUE	NM	2,905.47	2,711.74
11291	RAPID MARINE FUELS LLC	DEER PARK	TX	-	150.00
6319	RAY ALLEN MANUFACTURING LLC	COLORADO SPRINGS	CO	1,412.78	1,412.78
6228	RED BUD SUPPLY INC	BELMONT	MS	507.36	507.36
12797	RED ROCKET MEDIA LLC	LAS VEGAS	NV	17,858.71	15,131.44
12204	RELIANCE STANDARD	CAROL STREAM	IL	52,935.09	52,935.09
1029	REPUBLIC NATIONAL DISTRIBUTING CO	ALBUQUERQUE	NM	4,012.26	4,012.26
1715	REVENGE OF LANDS, LLC	CONROE	TX	250.00	250.00
1672	RICARDO LARA JR.	CARLSBAD	NM	500.00	500.00
2472	RICH FORD	ALBUQUERQUE	NM	5,172.12	5,172.12
9580	RICHARD AGUILAR	CARLSBAD	NM	20.00	20.00
11146	RICHARD CAGE	CARLSBAD	NM	141.00	141.00
820	RICHARD G FLEMING	CARLSBAD	NM	2,000.00	2,000.00
12053	RNY ENTERPRISES, LLC	CARLSBAD	NM	343.13	343.13
12573	ROADRUNNER TOOLS LLC	LAKE ARTHUR	NM	393.00	393.00
9168	ROBERT CASTILLO	CARLSBAD	NM	235.00	235.00
11977	ROBERT COLLINS	CARLSBAD	NM	60.00	60.00
12766	ROBERT TRAUTNER	CARLSBAD	NM	4,850.00	4,850.00
1625	ROBIN DAVID WILSON	ALBUQUERQUE	NM	9,412.00	7,524.00
1662	ROBOTRONICS INC	SPRINGVILLE	UT	1,734.25	1,734.25
12600	ROCIO ESPINO MARTINEZ	CARLSBAD	NM	500.00	500.00
6447	ROCKY MOUNTAIN INFORMATION NETWORK INC	PHOENIX	AZ	250.00	250.00
1002	ROGER CLEVELAND GOLF CO. INC.	HUNTINGTON BEACH	CA	42,359.64	32,639.64
10705	ROGUE FITNESS	COLUMBUS	OH	8,813.73	8,813.73
246	ROLFSON OIL LLC	GRAPEVINE	TX	15,033.25	15,033.25
15718	RORY CASTANEDA	CARLSBAD	NM	183.00	183.00
1297	ROTARY INTERNATIONAL- CARLSBAD ROTARY CLUB	CARLSBAD	NM	510.00	510.00
9563	RUDY ORDUNEZ	CARLSBAD	NM	20.00	20.00
6510	RUSH TRUCK CENTERS	DECATUR	AL	41,405.42	41,405.42

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6116	RUTH L DOBBINS	SANTA FE	NM	156.70	156.70
12784	RYADD LLC	EDMOND	OK	2,481.60	2,481.60
1286	RYAN CAPPS	LOVINGTON	NM	4,614.00	4,614.00
6853	SAFARILAND, LLC	JACKSONVILLE	FL	1,375.00	1,375.00
6620	SAFETY KLEEN CORP.	NORWELL	MA	1,756.26	1,756.26
1548	SALVADOR MARTINEZ	CARLSBAD	NM	500.00	500.00
1693	SAMANTHA LUNA	CARLSBAD	NM	177.26	177.26
946	SAMBA HOLDINGS INC	PASADENA	CA	54.64	54.64
14297	SAMUEL A RIVERA	CARLSBAD	NM	689.23	689.23
12976	SAMUEL M SOTO III	CARLSBAD	NM	197.00	197.00
987	SAN ANTONIO TURF LLC	EL PASO	TX	995.00	995.00
6642	SAN BAR CONSTRUCTION CORP	ALBUQUERQUE	NM	17,059.00	-
212	SANDIA OFFICE SUPPLY INC	ALBUQUERQUE	NM	1,055.11	1,055.11
12400	SARAH JONES	CARLSBAD	NM	2,434.71	2,434.71
277	SAUL MEDINA	EL PASO	TX	397.11	397.11
6680	SCIENTIFIC LABORATORY DIV	ALBUQUERQUE	NM	65.00	65.00
11469	SERGIO MALDONADO	ARTESIA	NM	202.00	202.00
13444	SERGIO RODRIGUEZ	EL PASO	TX	20.00	20.00
12084	SHALOM TRAILERS, INC	CARLSBAD	NM	473.90	473.90
1684	SHANNON R HAMMETT	ARTESIA	NM	5,477.20	5,477.20
1671	SHA-RAY LARA	CARLSBAD	NM	500.00	500.00
6742	SHARP ELECTRONICS CORP	MONTVALE	NJ	19,538.55	15,630.84
1294	SHAWN MARTIN	CARLSBAD	NM	20.00	20.00
1370	SHAWN MCCARTY	CARLSBAD	NM	1,200.00	1,200.00
1407	SHAY GREGORY	CARLSBAD	NM	36,997.95	36,997.95
6760	SHERWIN-WILLIAMS	CARLSBAD	NM	2,144.17	2,144.17
12070	SHI INTERNATIONAL CORP	DALLAS	TX	39,970.40	39,387.38
6533	SHIFT CALENDARS, INC	COVINA	CA	504.80	504.80
6794	SHORTHORN LITTLE LEAGE	CARLSBAD	NM	11,900.00	11,900.00
234	SHORT'S WRECKER SERVICES LLC	CARLSBAD	NM	1,580.71	1,580.71
1688	SHYANNE HYDE	CARLSBAD	NM	500.00	500.00
5252	SIDDONS-MARTIN EMERGENCY GROUP	DALLAS	TX	2,252.13	2,252.13
1526	SIGN SOLUTIONS USA, LLC	FARGO	ND	2,097.50	2,097.50
12881	SIGNALSCAPE INC	CARY	NC	2,572.96	2,572.96
6785	SIMPSON NORTON CORP.	GOODYEAR	AZ	5,548.40	5,548.40
6696	SITES SOUTHWEST LTD., CO	ALBUQUERQUE	NM	28,376.52	-
6822	SKILLPATH SEMINARS INC.	MISSION	KS	349.00	349.00
10531	SLATE GROUP	LUBBOCK	TX	843.56	843.56
13280	SMITH & PHELPS ENTERPRISES	CARLSBAD	NM	3,794.65	3,794.65
6873	SMITH ENGINEERING INC.	ROSWELL	NM	56,169.91	53,912.45

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639	SNO YO KING & CREAM INC	CARLSBAD	NM	834.21	834.21
6981	SOCIETY FOR HUMAN	BALTIMORE	MD	244.00	244.00
11793	SOLARWINDS INC	AUSTIN	TX	489.72	489.72
7323	SONICLEAR TRIO SYSTEMS LLC	PASADENA	CA	1,995.00	1,995.00
951	SONJA DURAN	CARLSBAD	NM	1,559.92	1,559.92
1732	SOUTHEAST NEW MEXICO COLLEGE	CARLSBAD	NM	40.00	40.00
6990	SOUTHEAST READY MIX, INC.	CARLSBAD	NM	13,894.08	13,894.08
7000	SOUTHEASTERN NM ECONOMIC	ROSWELL	NM	7,641.00	7,641.00
997	SOUTHERN GLAZER'S WINE & SPIRITS	ALBUQUERQUE	NM	8,654.62	8,654.62
366	SOUTHERN TIRE MART LLC	COLUMBIA	MS	25,588.37	25,588.37
7060	SOUTHWEST BODY & TOWING INC	ARTESIA	NM	2,752.60	2,752.60
60	SOUTHWEST ENVIRONMENTAL LLC	CARLSBAD	NM	208,011.07	208,011.07
7088	SOUTHWEST LP GAS CO	CARLSBAD	NM	83.29	83.29
7093	SOUTHWEST PHARMACY	CARLSBAD	NM	10,963.34	10,963.34
11429	SOUTHWEST TRAINING CONSULTANTS LLC	ALGODONES	NM	24,466.25	24,466.25
7082	SOUTHWESTERN EQUIPMENT CO	JUSTIN	TX	14,164.30	14,164.30
7145	SPARKS OFFICE SUPPLY, INC	CARLSBAD	NM	32,137.09	31,872.88
7162	SPECIALTY COMMUNICATIONS	ALBUQUERQUE	NM	4,937.11	4,937.11
13133	SPECIALTY MAINTENANCE PRODUCTS	HOUSTON	TX	408.44	408.44
899	SPECIALTY PUBLICATIONS OF MICHIGAN LLC	WALLED LAKE	MI	6,800.00	6,800.00
7164	SPORT CENTER	CARLSBAD	NM	2,597.56	2,597.56
7168	SPRINGTIME CLEANING SVCS	CARLSBAD	NM	3,211.34	3,211.34
1729	SS ELECTRIC INC.	EL PASO	TX	7,065.95	-
4534	STANDARD SIGNS INC	MACEDONIA	OH	664.33	-
1718	STANLEY W LIGHT REVOCABLE TRUST	CARLSBAD	NM	250.00	250.00
734	STAPLES INC	FRAMINGHAM	MA	215.03	215.03
13370	STATE DISBURSEMENT UNIT	CAROL STREAM	IL	1,837.98	1,837.98
10184	STELLAR INC	CARLSBAD	NM	1,338.79	1,338.79
7220	STERICYCLE, INC.	CAROL STREAM	IL	699.44	524.58
577	STEVEN G RENNIE	LOVING	NM	485.00	485.00
13145	STEVEN V MCCUTCHEON	CARLSBAD	NM	2,558.84	2,558.84
7229	STONYS PAINT & BODY	CARLSBAD	NM	4,352.95	4,352.95
10651	STREET CRIMES	CHICAGO	IL	450.00	450.00
1015	SUN COUNTRY AMATEUR GOLF ASSOC	RIO RANCHO	NM	330.00	330.00
1650	SUNRISE PUBLISHING	HOBBS	NM	1,263.89	1,263.89
1481	SUPER VACUUM MANUFACTURING CO, INC	FORT COLLINS	CO	563.59	563.59
1633	SWEETWATER SOUND HOLDINGS, LLC	FORT WAYNE	IN	2,499.53	2,499.53
485	SYSAID TECHNOLOGIES INC	NEWTON	MA	5,891.00	5,891.00
11267	TADDY HEALTHCARE SVCS LLC	CARLSBAD	NM	5,739.02	5,739.02
1615	TAMARA L CARRIGAN	CARLSBAD	NM	300.00	300.00

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Vendor Number	Vendor Name	City	State	YTD Purchases	YTD Payments
176	TASCOSA OFFICE MACHINES INC	HOBBS	NM	105.00	105.00
7135	TATE BRANCH	CARLSBAD	NM	11,351.50	11,351.50
8983	TAXATION & REVENUE DEPT.			2,076.90	2,076.90
885	TAXATION & REVENUE NM	ALBUQUERQUE	NM	1,970.52	1,970.52
813	TAYLOR MADE GOLF COMPANY	CARLSBAD	CA	20,513.24	19,911.87
10981	TDS	PALATINE	IL	14,277.93	14,277.93
11806	TECHSMITH CORPORATION	EAST LANSING	MI	491.67	491.67
570	TELECURVE LLC	LAKEWOOD	NJ	735.00	735.00
13375	TELEFLEX LLC	ATLANTA	GA	2,750.00	2,750.00
1291	TEOFILO LEON LEYVA	CARLSBAD	NM	500.00	500.00
1624	TEXAS BOOK COMPANY	GREENVILLE	TX	4,001.45	4,001.45
1704	TEXAS-NEW MEXICO NEWSPAPERS LLC	MCLEAN	VA	10,395.45	10,395.45
1383	THE ASSOCIATION FOR RURAL & SMALL LIBRARIES	SEATTLE	WA	500.00	500.00
2625	THE GARDEN MART, INC.	CARLSBAD	NM	67,153.64	67,153.64
803	THE GRANT PLANT INC	ALBUQUERQUE	NM	27,724.22	27,724.22
54	THE HEIL CO	ATLANTA	GA	1,082.82	1,082.82
2550	THE LOCAL PAGES INC	SALT LAKE CITY	UT	696.00	696.00
1482	THE MANITOWOC COMPANY, INC.	MILWAUKEE	WI	333.00	333.00
515	THE NATIONAL GUITAR MUSEUM LLC	NEW YORK	NY	24,000.00	24,000.00
6651	THE NEW MEXICAN INC	SANTA FE	NM	6,178.26	6,178.26
1017	THE PARTY PLACE NM LLC	CARLSBAD	NM	1,349.00	1,349.00
5935	THE PIN CENTER	LAS VEGAS	NV	505.00	505.00
1608	THE STRIPING COMPANY LLC	LOVINGTON	NM	3,767.61	3,767.61
8089	THE WATER WORKS INC	CARLSBAD	NM	6,210.56	6,150.56
7482	THERMAL SCIENTIFIC, INC	MANSFIELD	TX	1,387.74	1,387.74
1702	THERMO- FLUIDS, INC	NORWELL	MA	5,842.65	5,842.65
1392	THIRD GEN LLC	EL PASO	TX	2,751.46	2,751.46
7345	THIRTEEN TWENTY LLC	ARTESIA	NM	11,627.61	11,627.61
7533	THOMSON-WEST	CAROL STREAM	IL	11,120.00	11,120.00
1618	THROAT PUNCH PERFORMANCE LLC	MESILLA PARK	NM	683.02	683.02
1581	THRYV INC	DFW AIRPORT	TX	1,910.24	1,910.24
7500	TK ELEVATOR CORPORATION	CAROL STREAM	IL	112,870.96	112,870.96
1032	TK, LLC	CARLSBAD	NM	466.58	466.58
1208	T-MOBILE USA INC	CINCINNATTI	OH	2,251.97	2,251.97
7442	TNT REFRIGERATION LLC	CARLSBAD	NM	7,242.40	7,242.40
14856	TODD VANNATTER	CARLSBAD	NM	189.53	189.53
6910	TONY HERNANDEZ	CARLSBAD	NM	197.00	197.00
7311	TORO NATIONAL SUPPORT	ABILENE	TX	876.00	876.00
10230	TRANSUNION RISK &	DALLAS	TX	983.96	983.96
732	TRAVIS J BRUNS	CARLSBAD	NM	194.96	194.96



City of Carlsbad  
YTD Vendor Summary  
July 2023 - October 2023

Vendor Number	Vendor Name	City	State	YTD Purchases	YTD Payments
11927	TRESP MAGAZINE LLC	SANTA FE	NM	5,604.11	5,604.11
1179	TREVOR FRAY	CARLSBAD	NM	1,000.00	1,000.00
9869	TREY THOMPSON	CARLSBAD	NM	42.00	42.00
847	TROJAN TECHNOLOGIES GROUP ULC	LONDON, ONTARIO		9,438.25	9,438.25
1469	TRUELITE TRACE INC	SAN JOSE	CA	2,904.00	2,904.00
12506	TURNER BURKE HEADRICK	ARTESIA	NM	240.00	240.00
12393	TYLER TECHNOLOGIES INC	DALLAS	TX	438,634.11	428,634.11
1621	TYSON CISNEROS	CARLSBAD	NM	42.00	42.00
7607	ULINE INC.	PLEASANT PRAIRIE	WI	14,925.82	13,589.35
7610	ULTRA CLEAN CARPET &	CARLSBAD	NM	47,483.73	47,483.73
1346	UNITED STATES LIABILITY INSURANCE COMPANY	WAYNE	PA	2,280.00	2,280.00
8939	UNITED STEEL WORKERS	PITTSBURGH	PA	40,038.17	40,038.17
8987	UNITED WAY	CARLSBAD	NM	5,380.19	2,074.50
7705	UNIVERSAL BEARING & CHAIN	CARLSBAD	NM	340.36	146.24
1561	UNIVERSAL INVESTIGATION SERVICES LLC	ALBUQUERQUE	NM	966.56	966.56
1563	US LBM OPERATING CO. 3009, LLC	BUFFALO GROVE	IL	4,427.32	4,427.32
7624	USA BLUE BOOK	WAUKEGAN	IL	7,173.30	5,942.85
7671	USPS-NEOPOST POC	CAROL STREAM	IL	4,730.00	4,730.00
186	VAST DATA CONCEPTS LLC	KUTZTOWN	PA	5,988.00	5,988.00
300	VENDNOVATION LLC	RICHMOND	WA	1,300.00	1,300.00
1678	VERBAL JUDO INSTITUTE, INC	AUBURN	NY	1,895.00	1,895.00
11901	VERIZON WIRELESS	DALLAS	TX	44,333.45	42,931.34
7937	VERMEER MOUNTAIN WEST, INC	CHANDLER	AZ	2,272.75	2,272.75
1620	VIVIEN CHEN	LOS ALAMOS	NM	5,000.00	5,000.00
8027	WAGNER EQUIPMENT CORP.	DENVER	CO	3,619.13	3,479.74
11526	WANDA AGUILAR	CARLSBAD	NM	118.28	118.28
10487	WARRIOR KIT INC	PUEBLO WEST	CO	54,990.00	54,990.00
8063	WASTEQUIP MANUFACTURING CO LLC	CHARLOTTE	NC	29,890.37	29,890.37
8070	WATER DEPARTMENT	CARLSBAD	NM	424,264.85	424,264.85
8077	WATERMASTER IRRIGATION SUPPLY	LUBBOCK	TX	1,027.90	1,027.90
8072	WATSON TRUCK & SUPPLY	HOBBS	NM	677.78	468.78
312	WELLS FARGO FINANCIAL LEASING INC	DES MOINES	IA	8,103.45	6,482.76
11648	WENDY D AUSTIN	CARLSBAD	NM	42.00	-
8364	WEX BANK	CAROL STREAM	IL	592,408.16	592,408.16
12060	WILLIAM ANDERSON	HAGERMAN	NM	544.00	544.00
1700	WILLIAM KUPKUFKE	ANDREWS	TX	280.00	280.00
7860	WINDSTREAM COMMUNICATIONS	LOUISVILLE	KY	40,263.38	32,379.04
361	WINSUPPLY NE ABQ NM CO	ALBUQUERQUE	NM	5,212.79	5,212.79
7457	WITMER PUBLIC SAFETY	COATESVILLE	PA	3,060.16	2,403.38
12513	WITTEK GOLF SUPPLY	ELK GRV VILL	IL	10,078.45	10,034.45

City of Carlsbad  
YTD Vendor Summary  
July 2023 - October 2023

Vendor Number	Vendor Name	City	State	YTD Purchases	YTD Payments
8166	WORLD TRADE PRESS	TRAVERSE CITY	MI	1,305.60	1,305.60
10241	WREN STUDIO	CARLSBAD	NM	39,379.36	39,379.36
6932	WSP USA ENVIRONMENTAL & INFRASTRUCTURE INC	KENNESAW	GA	5,865.56	5,865.56
8332	WT COX INFORMATION SVCS	SHALLOTTE	NC	2,693.12	2,693.12
1269	XAVIER MELENDEZ	ROSWELL	NM	4,441.00	4,441.00
8375	XCEL ENERGY SERVICES, INC	DENVER	CO	746,071.45	734,709.06
12652	YAMAHA MOTOR FINANCE CORP	CHICAGO	IL	22,091.96	22,091.96
434	YSIDRO MOLINAR	CARLSBAD	NM	500.00	500.00
415	ZACH PIFER	LUBBOCK	TX	699.00	699.00
11590	ZACHARY SMITH	EUNICE	NM	20.00	20.00
327	ZADOC CAMPBELL	HOBBS	NM	35.00	35.00
1335	ZIP'S TRUCK EQUIPMENT INC.	NEW HAMPTON	IA	3,808.60	3,808.60
				19,943,994.36	18,530,473.00

**RESOLUTION NO. 2023-74**

**A RESOLUTION MAKING CERTAIN BUDGETARY  
ADJUSTMENTS TO THE 2023-24 FISCAL YEAR BUDGET**

WHEREAS, it is necessary to amend the 2023-24 fiscal year budget to adjust revenues, transfers and expenditures as reflected on the attached pages, and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CARLSBAD that the 2023-24 fiscal year budget be amended as attached.

INTRODUCED, PASSED, ADOPTED AND APPROVED this 12<sup>th</sup> day of December 2023.

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Mayor

ATTEST:

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City Clerk

Description		Revenues & Transfers		Costs		Approvals		
Fund / Department	Item	Increase (Decrease) to Fund		Labor, Operating, Capital Increase (Decrease) to Fund		Dates		
		Amount	R or T	Amount	L, O, C	Budget Com	Council	DFA
<b>August 2023</b>								
General Fund - Public Safety	Donation from Carlsbad Community Anti-Drug & Gang Coalition will be used to purchase police supplies	10,000.00	R	(10,000.00)	O	8/25/2023	9/12/2023	9/21/2023
General Fund - Parks	Additional cost of installation of equipment at the Splash Pad at Friendship Park			(325,000.00)	C	8/25/2023	9/12/2023	9/21/2023
Lodgers' Tax - Promotional	Red Rocket - Local event promotion and social ad buy - Advertising			(60,000.00)	O	8/25/2023	9/12/2023	9/21/2023
Lodgers' Tax - Promotional	Carlsbad Mainstreet - Hutton Broadcasting - Advertising			(15,000.00)	O	8/25/2023	9/12/2023	9/21/2023
Lodgers' Tax - Non-Promotional	Additional cost of installation and equipment at the golf course driving range			(300,000.00)	C	8/25/2023	9/12/2023	9/21/2023
Lodgers' Tax - Discretionary	Additional cost of installation and equipment at the golf course driving range			(350,000.00)	C	8/25/2023	9/12/2023	9/21/2023
<b>September 2023</b>								
GRT Capital Outlay	Transfer out funds to Water & Sewer for Old Cavern Highway project	(1,200,000.00)	T			9/22/2023	10/10/2023	10/23/2023
Water & Sewer	Transfer in funds from GRT Capital Outlay for the Old Cavern Highway project	1,200,000.00	T	(1,200,000.00)	C	9/22/2023	10/10/2023	10/23/2023
General Fund - Fire	Donation from Crestwood Operations LLC for the purchase of EMS supplies	10,000.00	R	(10,000.00)	O	9/22/2023	10/10/2023	10/23/2023
General Fund	Increase revenue to match PSA Agreement for Eddy County contribution	50,000.00	R			9/22/2023	10/10/2023	10/23/2023
Health Insurance	Transfer Out to General, Municipal Transit, Solid Waste, Sports Complex, and Water & Sewer Funds fro employee health insurance rebate	(826,848.22)	T			9/22/2023	10/10/2023	10/23/2023
General Fund	Employee health insurance rebate	658,576.15	T	(658,576.15)	L	9/22/2023	10/10/2023	10/23/2023
Sports Complex	Employee health insurance rebate	13,306.92	T	(13,306.92)	L	9/22/2023	10/10/2023	10/23/2023
Municipal Transit	Employee health insurance rebate	20,331.18	T	(20,331.18)	L	9/22/2023	10/10/2023	10/23/2023
Water & Sewer	Employee health insurance rebate	97,067.50	T	(97,067.50)	L	9/22/2023	10/10/2023	10/23/2023
Solid Waste	Employee health insurance rebate	32,290.31	T	(32,290.31)	L	9/22/2023	10/10/2023	10/23/2023
Golf Pro Shop	Employee health insurance rebate	5,276.16	T	(5,276.16)	L	9/22/2023	10/10/2023	10/23/2023
Lodgers' Tax - Promotional	Christmas on the Pecos - Advertising			(92,000.00)	O	9/22/2023	10/10/2023	10/23/2023
Lodgers' Tax - Promotional	Carlsbad Community Theatre - Advertising			(20,000.00)	O	9/22/2023	10/10/2023	10/23/2023
Lodgers' Tax - Non-Promotional	Carlsbad Chamber of Commerce - Pecos River Conference Center Holiday Lighting			(30,000.00)	O	9/22/2023	10/10/2023	10/23/2023
Capital Projects	RAISE grant awarded to the City of Carlsbad for the preliminary plan of the Dark Canyon Bridge and Bikeway Project	1,100,008.00	R	(1,375,010.00)	C	9/22/2023	10/10/2023	10/23/2023
Airport Improvements	NMDOT-Aviation grant for the replacement of the terminal apron from asphalt to PCCP	5,000,000.00	R	(5,000,000.00)	C	9/22/2023	10/10/2023	10/23/2023
Water & Sewer - Water	Replenish funds for the Well 8 Rehab project that were borrowed for another project			(195,000.00)	C	9/22/2023	10/10/2023	10/23/2023
Capital Projects	Transfer grant related projects to the Water & Sewer fund	(2,410,000.00)	R	2,410,000.00	C	-	10/10/2023	10/23/2023

Description		Revenues & Transfers		Costs		Approvals		
Fund / Department	Item	Increase (Decrease) to Fund		Labor, Operating, Capital Increase (Decrease) to Fund		Dates		
		Amount	R or T	Amount	L, O, C	Budget Com	Council	DFA
Water & Sewer - Water	Transfer grant related projects from the Capital Projects fund	2,410,000.00	R	(2,410,000.00)	C	-	10/10/2023	10/23/2023
Law Enforcement Recruitment & Retention	Reallocate the second distribution of \$300,000 of fy23 LERR funds to new DFA account for state tracking purposes					-	10/10/2023	10/23/2023
Law Enforcement Retention	Grant for \$1,050,000 from NM DFA for the recruitment of commissioned law enforcement officers and civilian support personnel, first distribution	600,000.00	R			-	10/10/2023	10/23/2023
Law Enforcement Retention	Transfer Out to General Fund	(600,000.00)	T			-	10/10/2023	10/23/2023
General Fund - Public Safety	Transfer In from Law Enforcement Retention Fund	600,000.00	T			-	10/10/2023	10/23/2023
<b>October</b>								
General Fund - Finance	Replenish funds for the Cashier Remodel project that were borrowed for the C-Hill Improvement project			(185,000.00)	C	10/27/2023	11/1/2023	11/8/2023
General Fund - Public Safety	Reclassify executive secretary position to a patrol senior position			(55,380.00)	L	10/27/2023	11/1/2023	11/8/2023
General Fund - Public Safety	DOJ Edward Byrne Memorial Justice Assistance Grant to support body worn camera equipment for police officers	14,734.00	R	(14,734.00)	O	10/27/2023	11/1/2023	11/8/2023
General Fund - Community Development	Halagueno Arts Park improvements			(100,000.00)	C	10/27/2023	11/1/2023	11/8/2023
General Fund - Golf	Golf course sewer remediation project			(600,000.00)	C	10/27/2023	11/1/2023	11/8/2023
General Fund - Facility Maintenance	Roof and miscellaneous repairs due to rain damage			(250,000.00)	C	10/27/2023	11/1/2023	11/8/2023
General Fund - Cemetery	Purchase 5 - 24" aluminum military emblems for the Veteran's Cemetery			(13,014.00)	O	10/27/2023	11/1/2023	11/8/2023
Airport Improvements	NMDOT-Aviation grant for airfield marking, this grant has a City match of \$15,000	135,000.00	R	(150,000.00)	C	10/27/2023	11/1/2023	11/8/2023
Landfill-Construction	Increase funds for the City's portion of projected costs associated with the Cell 6 Construction, Sandpoint Waterline, Transfer Station and BLM expansion at the Sandpoint Landfill			(645,000.00)	C	10/27/2023	11/1/2023	11/8/2023
Sports Complex	Grant from the Department of Justice for LED lighting for the sports complex	76,000.00	R	(300,000.00)	C	10/27/2023	11/1/2023	11/8/2023
<b>November</b>								
Lodgers' Tax - Promotional	Creative Carlsbad Arts Council - Advertising			(6,000.00)	O	11/17/2023		
Capital Projects	NM DFA grant to offset the City's match requirement with state funding for the recently accepted RAISE grant	275,000.00	R			11/17/2023		
Capital Projects	NM DFA grant awarded to the City to be used to replace the HVAC system at the Riverwalk Recreation Center. These funds are part of the Regional Recreation Centers/Quality of Life Grant.	1,621,051.00	R	(1,621,051.00)	C			
Capital Projects	NM DFA grant awarded to the City to supplement the cost to replace the HVAC system at the Riverwalk Recreation Center. These funds are part of the Local Government Outlay Project Overruns Grant.	450,000.00	R	(450,000.00)	C			
General Fund - Community Development	Increase downtown restrooms project due to quote coming in higher than budget			(30,000.00)	C			

Description			Revenues & Transfers		Costs	
			Increase (Decrease)		Personnel, Operating, Capital Increase (Decrease)	
Fund / Department	Increase/Decrease	Item	Amount	R or T	Amount	L, O, C
<b>August 2023</b>						
General Fund - Planning & Regulation	Increase Capital	Transfer operating funds to Camaras project due to an increase in the cost of the camaras	274.63			C
General Fund - Planning & Regulation	Decrease Operating		(274.63)			O
General Fund - Community Development	Increase Capital	Transfer funds from the closed Museum HVAC Controls project to the Hall of Fame project	25,000.00			C
General Fund - Museum	Decrease Capital		(25,000.00)			C
General Fund - Riverwalk	Increase Capital	Transfer funds from the Riverwalk elevator project to the Facility Maintenance elevator project	542.11			C
General Fund - Facility Maintenance	Decrease Capital		(542.11)			C
<b>September 2023</b>						
General Fund - Alejandro Ruiz Senior Center	Increase Capital	Transfer operating funds to project# 100532, this project will be used as City match for ARSC grant	2,324.01			C
General Fund - Alejandro Ruiz Senior Center	Decrease Operating		(2,324.01)			O
Water & Sewer - Collections	Increase Capital	Transfer funds from the Well 8 Rehab project to the Bataan Lift Station project due to an increase in costs for equipment/installation since the original budget was developed	195,000.00			C
Water & Sewer - Water	Decrease Capital		(195,000.00)			C
<b>October 2023</b>						
General Fund - Parks	Increase Capital	Transfer operating funds to cover the price increase on pat traps for the shooting range	130.00			C
General Fund - Parks	Decrease Operating		(130.00)			O
General Fund - Parks	Increase Capital	Transfer leftover funds from the Toro Equipment project to a new project to purchase a Toro GrandStand Mower	18,242.34			C
General Fund - Parks	Decrease Capital		(18,242.34)			C
General Fund - Parks	Increase Capital	Transfer funds from the Cashier Remodel and Land Acquisition projects to the C-Hill Remediation project	335,000.00			C
General Fund - Finance/Executive	Decrease Capital		(335,000.00)			C
General Fund - ARSC	Increase Capital	Transfer allocated gym equipment operating funds to a capital project for a multi-gym set that will need to be capitalized	6,797.25			C
General Fund - ARSC	Decrease Operating		(6,797.25)			O
Solid Waste Fund	Increase Capital	Transfer funds from the ARC trucks project to the Grappler truck project to cover the steel price increase	13,000.00			C
Solid Waste Fund	Decrease Capital		(13,000.00)			C
GRT Capital Outlay	Increase Capital	Transfer funds from the ARSC roof replacement project to the ARSC renovations project	375,000.00			C
GRT Capital Outlay	Decrease Capital		(375,000.00)			C
Water & Sewer - Water		Project# 100955 was for the of purchase 3 service trucks, a 4th truck will be purchased with the leftover funds				
Water & Sewer - Water						
<b>November 2023</b>						
General Fund - Airport	Increase Capital	Transfer operating funds to the Terminal rekey project due to quote coming in higher than budget	1,000.00			C
General Fund - Airport	Decrease Operating		(1,000.00)			O
General Fund - Library	Increase Operating	Transfer capital funds from the 2020 GO Bond Grant project to operating to purchase small furniture and shelving	5,000.00			O
General Fund - Library	Decrease Capital		(5,000.00)			C
General Fund - Finance	Increase Labor	Reclassify Director of Municipal Services to Director of Grant Programs, transfer the remaining salary to the finance department	103,380.00			C
General Fund - Community Development	Decrease Labor		(103,380.00)			O
Water & Sewer - Waste Water	Increase Capital	Transfer equipment maintenance operating funds to a capital project to purchase a lift station pump	12,000.00			C
Water & Sewer - Waste Water	Decrease Operating		(12,000.00)			O

**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 NOVEMBER 14, 2023 AT 6:00 P.M.**

Present:	Dale Janway	Mayor
	Lisa A. Anaya Flores	Councilor
	Edward T. Rodriguez	Councilor
	Jason O. Chavez	Councilor <i>via phone</i>
	Wesley A. Carter	Councilor
	Mark C. Walterscheid	Councilor
	Jeff Forrest	Councilor
	Karla Niemeier	Councilor
	Judith E. Waters	Councilor
Absent:		
Also Present:	John Lowe	City Administrator
	K.C. Cass	Deputy City Administrator
	Ted Cordova	Deputy City Administrator
	Wendy Austin	Deputy City Administrator
	Denise Madrid-Boyea	City Attorney
	Nadine Mireles	City Clerk
	Angie Barrios-Testa	Director of Municipal Services
	Mike Abell	Director of Utilities
	Wayne Hatfield	IT Director
	Allan Henriksen	IT Technician
	Melissa Salcido	Finance Director
	Ken Ahrens	Fire Chief
	Jeff Patterson	Planning Director
	Shane Skinner	Police Chief
	Patrick Cass	Public Works Director
	Charlie Garcia	Police Officer
	Ken Britt	Citizen
	Mason Dunnan	Citizen
	Sarah Carnero	Citizen

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

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

0:00:05      Invocation - Pledge of Allegiance

0:00:38 **1. APPROVAL OF AGENDA**

0:00:40 Mayor Janway announced he would like to pull Agenda item 4, Consider Approval of Resolution 2023-70, a Resolution requiring the removal of the rubbish, trash, and debris at 118 S Fourth Street Owner: Alan C Fernandez.

0:00:42 **MOTION**

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

0:00:47 **VOTE**

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

0:01:04 **2. CONSIDER APPROVAL OF RESOLUTION 2023-69, A RESOLUTION CERTIFYING THE ANNUAL FIXED ASSET INVENTORY OF THE CITY OF CARLSBAD AS OF JUNE 30, 2023**

Mrs. Salcido explained this inventory is required by the New Mexico State Auditor, per the State Audit Rule, and NMSA 12-6-10 Annual Inventory of fixed assets costing \$5,000.00 or more. She is requesting approval of this resolution, certifying the Annual Fixed Asset review for Fiscal Year 2023.

0:01:57 **MOTION**

The motion was made by Councilor Forrest and seconded by Councilor Walterscheid to approve of Resolution 2023-69, a Resolution certifying the Annual Fixed Asset Inventory of the City of Carlsbad as of June 30, 2023.

0:02:03 **VOTE**

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

0:02:17 **3. ROUTINE AND REGULAR BUSINESS**

- A. Minutes of the Regular City Council Meeting held on October 24, 2023
- B. Minutes of the Special City Council Meeting held on November 1, 2023
- C. City Personnel Report
- D. Purchasing
  - 1) Consider Approval to Award Bid 2023-13 to J & B Pavelka Inc. for Air-tow Drop Deck Trailer for Facility Maintenance Department
  - 2) Consider Approval to Award Bid 2023-15 to Hamilton Roofing for the reroofing of the Carlsbad Public Library and Carlsbad Museum
- E. Contracts and Agreements
  - 1) Consider Approval of Mutual Aid Agreement between the City of Carlsbad, Carlsbad Fire Department, the County of Eddy and Eddy County Fire and Rescue



- F. Monthly Reports
  - 1) Community Development Department October 2023
  - 2) Human Resources Department October 2023
  - 3) Municipal Court Department October 2023
- G. Set the Date: December 12, 2023
  - 1) Ordinance rezoning part of "I" Industrial District to "C-2" Commercial 2 District for an approximately 1.46 acre property located at 609 South Canyon Street
  - 2) Ordinance rezoning part of "R-1" Residential 1 District to "C-1" Commercial 1 District for an approximately 0.94 acre property located at 2908 San Jose Blvd
  - 3) Ordinance rezoning part of "R-1" Residential 1 District to "C-2" Commercial 2 District for an approximately 0.30 acre property located at 2609 Prospect Avenue
  - 4) Ordinance establishing a Historic Preservation Overlay Zone

0:02:35 **Mayor Janway asked Chief Ahrens to briefly discuss Agenda item E1, Consider Approval of Mutual Aid Agreement between the City of Carlsbad, Carlsbad Fire Department, the County of Eddy and Eddy County Fire and Rescue.** Chief Ahrens said this is a request to renew the automatic and mutual aid agreement with Eddy County Fire and Rescue. He said it was renewed last year, however they are requesting another renewal to reflect more full-time personnel being added, therefore it decreases the City's responsibility within the automatic mutual aid. He said the agreement allows to pull our resources and pool across jurisdictional boundaries.

0:03:28 **Mayor Janway asked Chief Ahrens about the agreement with WIPP.** Chief Ahrens said that agreement is at a stand-still and nothing has changed. He said he believes SIMCO is dealing with internal agreements.

0:05:30 **MOTION**  
The motion was made by Councilor Rodriguez and seconded by Councilor Forrest to approve Routine and Regular Business.

0:05:36 **VOTE**  
The vote was as follows: Yes - Rodriguez, Forrest, Niemeier, Walterscheid, Anaya-Flores, Chavez, Waters, Carter; No - None; Absent - None; the motion carried.

0:05:50 **5. CONSIDER APPROVAL OF RESOLUTION 2023-71, A RESOLUTION REQUIRING THE REMOVAL OF THE WEEDS AND DEBRIS AND SECURING ONE STRUCTURE AT 413 S ASH, 1004 W BRONSON AND 1006 W BRONSON OWNER: EVELYN H. WIECHERT C/O JEREMY AND TRACY BOLDUC**  
**Mrs. Madrid-Boyea** said these three structures are on one lot. She said there are overgrown weeds and debris on the property and tree branches dumped in the alley. She said one structure at 1006 W Bronson is unoccupied and unsecured. **Mrs. Madrid-Boyea** said the Eddy County Assessor's office lists Evelyn Wiechert c/o Jeremy and Tracy Buldoc as owning or having an interest in the property. She said the property has

a structure at each one of the addresses but only two structures are occupied. She said the 1006 W Bronson structure has not been maintained, has broken windows, and needs to be secured. **Mrs. Madrid-Boyea** said a complaint was received on July 18, 2023. She said Code Enforcement has been to the property, a Notice of Violation was sent on September 7, 2023 which went unclaimed. She said the property has been inspected by the Code Enforcement officer and the Fire Chief, and they found that the property remains out of compliance with applicable codes and the damaged and unsecured structure, weed, and debris remain on the property. She said the Fire Chief found that the property presents an extreme fire hazard for responding firefighters and emergency personnel. **Mrs. Madrid-Boyea** said a Resolution has been prepared for review, which if adopted it would require the property owner to secure the ruined structure and remove the debris and weeds from the property within 30 days of service of the Resolution.

**Councilor Walterscheid** said the front of the property does not look any different from others.

0:10:12      **MOTION**

The motion was made by Councilor Carter and seconded by Councilor Niemeier to approve of of Resolution 2023-71, a Resolution requiring the removal of the weeds and debris and securing one structure at 413 S Ash, 1004 W Bronson and 1006 W Bronson Owner: Evelyn H. Wiechert c/o Jeremy and Tracy Bolduc.

0:10:19      **VOTE**

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

0:10:36      **6. CONSIDER APPROVAL OF RESOLUTION 2023-72, A RESOLUTION REQUIRING THE REMOVAL OF THE JUNK, TRASH, DEBRIS AND WEEDS AT 807 ALVARADO STREET OWNER: WESTERN COMMERCE BANK AND MARTINIANO AND FELISA PEREZ**

**Mrs. Madrid-Boyea** said there appears to be an occupied structure on the property along with junk, trash, debris, and excessive animal feces. **Mrs. Madrid-Boyea** said the Eddy County Assessor's office lists Western Commerce Bank and Martiniano and Felisa Perez as owning or having an interest in the property. She said Code Enforcement has been to the property and they have made contact with people at the property. She said a Notice of Violation was mailed April 24, 2023 and August 25, 2023. She said the property has been inspected by the Code Enforcement officer and the Fire Chief, and they found that the property remains out of compliance with applicable codes. She said the Fire Chief found that the property presents an extreme fire hazard for responding firefighters and emergency personnel and recommends the property be cleaned and the weeds be removed. **Mrs. Madrid-Boyea** said a Resolution has been prepared for review, which if adopted it would require the property owner to remove all ruins,

wreckage, junk, debris, and weeds from the property within 30 days of service of the Resolution.

0:13:44        **MOTION**

The motion was made by Councilor Forrest and seconded by Councilor Niemeier to approve of Resolution 2023-72, a Resolution requiring the removal of the junk, trash, debris and weeds at 807 Alvarado Street Owner: Western Commerce Bank and Martiniano and Felisa Perez.

0:13:51        **VOTE**

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

0:14:09        **7. CONSIDER APPROVAL OF RESOLUTION 2023-73, A RESOLUTION REQUIRING THE REMOVAL OF THE JUNK, TRASH, DEBRIS AND GRAFFITI AT 812 ALVARADO STREET OWNER: NORA YANEZ**

**Mrs. Madrid-Boyea** said there appears to be an occupied structure on the property along with junk, trash, debris, and graffiti on the wall in the backyard. **Mrs. Madrid-Boyea** said the Eddy County Assessor's office lists Nora Yanez as owning or having an interest in the property. She said Code Enforcement has been to the property and they have made contact with people at the property. She said a Notice of Violation was mailed May 24, 2022 and August 15, 2022. She said a verbal warning was given on May 24, 2022, August 15, 2022 and August 21, 2023. She said the property has been inspected by Code Enforcement and the Fire Chief, and they found that the property remains out of compliance with applicable codes. She said the Fire Chief found that the property presents an extreme fire hazard for responding firefighters and emergency personnel and recommends the property be cleaned and the debris and weeds be removed. **Mrs. Madrid-Boyea** said a Resolution has been prepared for review, which if adopted it would require the property owner to remove all ruins, wreckage, junk, debris, and weeds from the property within 30 days of service of the Resolution.

0:17:05        **MOTION**

The motion was made by Councilor Niemeier and seconded by Councilor Rodriguez to approve of Resolution 2023-73, a Resolution requiring the removal of the junk, trash, debris and graffiti at 812 Alvarado Street Owner: Nora Yanez.

0:17:12        **VOTE**

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

0:17:26        **8. CONSIDER APPROVAL OF ORDINANCE 2023-24, AN ORDINANCE CREATING A HISTORIC PRESERVATION ADVISORY BOARD; PROVIDING THE MEMBERSHIP OF SAID BOARD; DEFINING ITS DUTIES AND**

**RESPONSIBILITIES; AND REPEALING OTHER ORDINANCES IN CONFLICT WITH THIS ORDINANCE**

0:17:49      **A.      Public Hearing**

**Mr. Britt** said this is an opportunity for the City of Carlsbad to take charge of its history by preserving buildings and other things that made Carlsbad what it is today. He said by creating this board, it will allow Carlsbad to decide its future. He said once we become a certified local government, this board will act as an advisory capacity to landowners that meet criteria for historic buildings and rehabilitation and renovation of those buildings. **Mr. Britt** said this board will provide the City of Carlsbad with many opportunities for a variety of grants at the State level and National Parks Service level.

**Mr. Patterson** said the City of Carlsbad, in its interest to preserve all prehistoric and historic ruins, sites, trails, primitive, historic roads, and buildings, has undertaken the task of becoming a Historic Preservation Certified Local Government (CLG). He said taking the step of becoming a CLG will make the City eligible for specially earmarked grants from the State Historic Preservation Office as well as the National Park Service and will make the City eligible to receive technical assistance and training to assist in the goal of pursuing the City's preservation goals and its plan for development. **Mr. Patterson** said part of this process is for the City to recognize local citizens that have demonstrated a positive interest, competence, or knowledge in the historical, architectural, and cultural traditions of the City of Carlsbad, or in their area of expertise can advise on future historic preservation landmarks, sites, and structures. He said the Mayor will appoint five members to constitute the Historic Preservation Advisory Board, with the City Council approving the appointees. **Mr. Patterson** said the five-member Board will serve in an advisory capacity to the City Council on matters of historic preservation as it pertains to the Historic Protection Overlay Zone District. He said this District will allow for the preservation, protection, and enhancement of archaeological and historical sites and objects within the City. **Mr. Patterson** said the Historic Preservation Advisory Board will meet on a regular basis that will be established at the initial Board meeting. He said this board will review all applications by local property owners that wish to be included in the Historic Protection Overlay Zone District, and then advise the City Council as to the appropriateness of those applications. He said the board will also advise the Mayor's office and the City Council regarding grant opportunities and funding avenues that promote historic preservation. **Mr. Patterson** said the board will also advise the Mayor's office and City Council regarding proposed demolitions or alterations to designated historic properties.

**Councilor Chavez** said the Agenda states that Ordinances that conflict with this Ordinance will be repealed. **Councilor Chavez** asked what Ordinances does Mr. Patterson plan on repealing. **Mr. Patterson** said he does not know for certain that there is any to be repealed. He said when the City adopts an Ordinance of this nature, this language is included in case there is pre-existing Ordinances that would be replaced.

0:22:55 Mayor Janway asked if anyone would like to speak regarding the Ordinance. No one appeared and the Mayor declared the public hearing closed and reconvened the Council into regular session.

0:23:07 B. Approval of Ordinance

0:23:12 MOTION

The motion was made by Councilor Niemeier and seconded by Councilor Carter to approve of Ordinance 2023-24, an Ordinance creating a Historic Preservation Advisory Board; providing the membership of said Board; defining its duties and responsibilities; and repealing other Ordinances in conflict with this Ordinance.

0:24:10 VOTE

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

0:24:24 **9. CONSIDER APPROVAL OF ORDINANCE 2023-25, AN ORDINANCE REZONING PART OF "C-2" COMMERCIAL 2 DISTRICT TO "I" INDUSTRIAL DISTRICT FOR AN APPROXIMATELY 80.00 ACRE PROPERTY LOCATED AT 3627 BOYD DRIVE APPLICANT: DAVID AND LAVERN MALEY**

**Mr. Patterson** said the properties to the north, south, and east are zoned "R-R" Rural Residential District and the properties to the west are outside of Carlsbad city limits, therefore this request would create a spot-zone. He said the applicant brought this request before the Planning and Zoning Commission at their special meeting on October 12, 2023, and the commission considered the item, and voted to recommend approval of this request with a vote of four in favor of approval, none against, and one absent.

0:24:46 A. Public Hearing

**Councilor Walterscheid** asked how this creates a spot-zone. **Mr. Patterson** said by looking at the zoning map and the zoning applied to the surrounding properties. He said if a request is for a zone-change that does not fit with the surrounding zonings, so it is not connected or adjacent to that type of zoning upon the request, we would classify that as a spot-zone. **Councilor Walterscheid** asked what is around the property. **Mr. Patterson** said the properties around it are undeveloped.

**Councilor Forrest** asked what the applicant plans on doing with the property. **Mr. Patterson** said he believes the plan is to place an industrial subdivision on the property.

0:27:17 Mayor Janway asked if anyone would like to speak regarding the Ordinance. No one appeared and the Mayor declared the public hearing closed and reconvened the Council into regular session.

0:27:30      **B.      Approval of Ordinance**

0:27:34      **MOTION**

The motion was made by Councilor Carter and seconded by Councilor Niemeier to approve of Ordinance 2023-25, an Ordinance rezoning part of "C-2" Commercial 2 District to "I" Industrial District for an approximately 80.00 acre property located at 3627 Boyd Drive Applicant: David and Lavern Maley.

0:27:39      **VOTE**

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

0:27:52      **10.      CONSIDER APPROVAL OF ORDINANCE 2023-26, AN ORDINANCE REZONING PART OF "C-1" COMMERCIAL 1 DISTRICT TO "C-2" COMMERCIAL 2 DISTRICT FOR AN APPROXIMATELY 0.85 ACRE PROPERTY LOCATED AT 319 KIRCHER STREET APPLICANT: MELQUIADES RIVAS CARDENAS**

0:28:28      **A.      Public Hearing**

**Mr. Patterson** said the properties to the north, south, & west are zoned "R-1" Residential 1 District and the properties to the east are zoned "C-1" Commercial 1 District and "R-1" Residential 1 District, therefore this request would create a spot-zone. He said the applicant brought this request before the Planning and Zoning Commission at their special meeting on October 12, 2023, and the commission considered the item, and voted to recommend approval of this request with a vote of four in favor of approval, none against, and one absent.

**Councilor Walterscheid** asked how does a property go from a "C-1" to a "C-2". He asked why the applicant was "C-2" since it is all residential around. **Mr. Patterson** said the current zoning is "C-1" and there are other "C-1" properties at the location that are adjacent to this property. He said he believes that the owner has a welding business and "C-1" does not allow for that use, therefore the property owner had to request a zone change or cease his activity.

**Councilor Carter** said he thought "C-2" was more restrictive as far as what you can do. **Mr. Patterson** said no, "C-1" is designed to have commercial activity that is within a residential neighborhood. He said "C-1" is a lower scale than what is allowed in "C-2".

**Councilor Niemeier** said she believes the business already exists. She asked how long the business has been there and if it is the same owner. **Mr. Patterson** said after review of the permitting information, the building that is currently there was permitted in 2017. He said he believes the activity began shortly after that. He said the City became aware and contacted the property owner to comply.

**Councilor Niemeier** said there was an item brought before Council where there was a property across the street from another property that wanted to have a food truck. She said we denied it because it did not fit into the neighborhood. She said this is a similar situation as an oil company wanting to do business in City limits without coming before City Council. **Mr. Patterson** said recommendations of City staff were presented to the Planning and Zoning Commission, however the Planning and Zoning Commission recommends approval.

**Councilor Rodriguez** said there are a lot of houses in this area. He said after reviewing the Planning and Zoning Commission minutes, he noticed there were no residents present during the meeting. **Councilor Rodriguez** asked if Mr. Patterson's office received any calls from anyone. **Mr. Patterson** said not that he is aware of.

**Councilor Forrest** asked if Chief Ahrens has been able to look at the property due to possible fire hazards with houses so close to the property. **Mr. Patterson** said he does not know that Chief Ahrens has been able to inspect the property. He said welding is limited to "C-2" or an industrial zoning because of fumes, the type of materials kept on site, traffic, and flammable and explosive materials.

**Councilor Walterscheid** said he would like to table this item until the next meeting so Council members can get more information.

0:35:05 **Mayor Janway asked if anyone would like to speak regarding the Ordinance. No one appeared and the Mayor declared the public hearing closed and reconvened the Council into regular session.**

0:35:24 **B. Approval of Ordinance**

0:35:25 **MOTION**

The motion was made by Councilor Walterscheid and seconded by Councilor Forrest to table Ordinance 2023-26, an Ordinance rezoning part of "C-1" Commercial 1 District to "C-2" Commercial 2 District for an approximately 0.85 acre property located at 319 Kircher Street Applicant: Melquiades Rivas Cardenas, until the December 12, 2023 regular meeting.

0:36:14 **VOTE**

The vote was as follows: Yes - Forrest, Walterscheid, Chavez, Carter; No - Rodriguez, Niemeier, Anaya-Flores, Waters; Absent - None; There being a tie, Mayor Janway voted "Yes" and the motion carried.

0:37:41 **11. COUNCIL COMMITTEE REPORTS**

No reports.

0:37:48        **Mayor Janway asked if anyone in the audience would like to address the Council.**

0:37:58        **Mayor Janway introduced Mason Dunnan. Mr. Dunnan said he is a Life Scout and he is inspiring to be an Eagle Scout.**

**Sarah Carnero**, owner of Sarah's Jerky, asked if there is a possibility to consider to allow her to set up her trailer at the Bob Forrest Youth Sports Complex. **Mr. Lowe** said under the terms of Becky's contract, Becky Thompson has exclusive rights to all concession services at the Bob Forrest Youth Sports Complex, therefore no outside vending is allowed in this facility. **Ms. Carnero** asked when her contract expires. **Mr. Lowe** said he believes in one year. **Mayor Janway** said we cannot consider her vending until the present contract is up.

0:40:30        **12. ADJOURN**

0:40:31        **MOTION**

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

0:40:38        **VOTE**

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

0:40:51        **Adjourn**

There being no further business, the meeting was adjourned at 6:40 p.m.

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Dale Janway, Mayor

ATTEST:

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Nadine Mireles, City Clerk



**CITY OF CARLSBAD**  
**PERSONNEL REPORT**

December 12, 2023

**APPOINTMENTS:**

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
Tyler Barker	12/13/23	Police	Corporal
Ildebrando Da Silva	12/13/23	Planning & Regulation	Code Enforcement Officer
Francisco Fierro III	12/13/23	Projects	Infrastructure Construction Inspector
Peyton Hightower	12/13/23	Police	Patrolman 1, uncertified
Wanda Smith	12/13/23	Transit	Transit Driver, on-call
Amairani Valles	12/13/23	Police	Telecommunicator 1, uncertified

**TERMINATIONS:**

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>	<u>REASON</u>
Antonio Baca	11/30/23	Police	Corporal	Retired
Bryan Cabriaes	11/10/23	Fire	Firefighter Rookie/EMT-B	Resigned
Scott Smith	11/04/23	Waste Water	WW Operator Apprentice	Discharged

**INTERNAL TRANSFERS AND PROMOTIONS:**

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
Angelica Barrios-Testa	11/13/23	Finance	Director of Grant Programs
Caleb Kinnikin	12/02/23	Police	Patrolman 2 Senior
Evan Lara	12/02/23	Police	Patrolman 2 Senior

**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 11/30/2023

**SUBJECT:** Recommendation for Employment

**DATE:** December 4, 2023

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: Tyler Barker

Classification/Position: Police Corporal

Department: Police

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Regular | <input checked="" type="checkbox"/> Full-time | <input checked="" type="checkbox"/> Hourly \$ <u>39.86</u> per hour |
| <input type="checkbox"/> Seasonal           | <input type="checkbox"/> Part-time            | <input type="checkbox"/> Salary \$_____ per annum                   |
| <input type="checkbox"/> Temporary          | <input type="checkbox"/> On call              |   |

**Education Level:**

- |   |  |
|---|--|
| <input type="checkbox"/> High School Diploma  | <input type="checkbox"/> GED or equivalent |
| <input type="checkbox"/> Associates Degree _____  |  |
| <input checked="" type="checkbox"/> Bachelors Degree <u>Criminal Justice from Eastern New Mexico University</u> |  |
| <input type="checkbox"/> Masters Degree _____   |  |
| <input checked="" type="checkbox"/> Other <u>New Mexico Law Enforcement Academy Certified Officer</u>           |  |

**Employment:**

Present or last Employer: Eddy County Sheriffs Office

From 10/24/2022 to Present Classification: Patrol Deputy

Duties: Respond to calls within Eddy County, along with special assignments within the patrol division

Related Experience: CPD Employee from December 18, 2018 to October 22, 2022. Patrol Officer and responded to calls for service within the City of Carlsbad.

Comments: Specialties and/or incentives include: Academy Certified Instructor, Field Training Officer Certified, Hostage Negotiator Certified, FARO machine certified

# CITY OF CARLSBAD

## RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Steve McCutcheon, City Administrator

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

**FROM:** Jeff Patterson 

**SUBJECT:** Recommendation for Employment

**DATE:** 11/17/2023

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: Ildebrando Da Silva Classification/Position: Code Enforcement Officer  
Department: Planning & Regulation

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Regular | <input checked="" type="checkbox"/> Full-time | <input checked="" type="checkbox"/> Hourly \$ <u>27.34</u> per hour |
| <input type="checkbox"/> Seasonal           | <input type="checkbox"/> Part-time            | <input type="checkbox"/> Salary \$ _____ per annum                  |
| <input type="checkbox"/> Temporary          | <input type="checkbox"/> On call              |   |

### Education Level:

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

### Employment:

Present or last Employer: City of Casa Grande, AZ  
From 8/2022 to present Classification: Plans Examiner  
Duties: Review residential building plans. Assist Building Inspections and Code Enforcement.

Related Experience: Store manager for PepBoys Automotive stores and Harbor Freight Tools. United States Naval Service Veteran.

Comments: Applicant has experience with customer service and team professional atmosphere. The applicant shows well rounded skills in organization and documentation. The applicant is self motivated and personable.

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Steve McCutcheon, City Administrator

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

FROM: K.C. Cass

SUBJECT: Recommendation for Employment

DATE: 12-1-2023

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: Francisco G Fierro III Classification/Position: Infrastructure Construction Inspector

Department: Projects

- Regular, Seasonal, Temporary, Full-time, Part-time, On call, Hourly \$38.65 per hour, Salary per annum

Education Level:

- High School Diploma, GED or equivalent, Associates Degree Architectural drafting and Graphic Design, Bachelors Degree, Masters Degree, Other

Employment:

Present or last Employer: Jaimes Welding From 2014 to present Classification: shop supervisor Duties:

Related Experience: see resume

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 Shane Skinner

*[Signature]* # A137  
11/30/2023

SUBJECT: Recommendation for Employment

DATE: 11/30/2023

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: Peyton Hightower

Classification/Position: Police Officer (uncertifi

Department: Police

- Regular
- Seasonal
- Temporary
- Full-time
- Part-time
- On call
- Hourly \$26.76 per hour
- Salary \$\_\_\_\_\_ per annum

Education Level:

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

Employment:

Present or last Employer: Halliburton Corporation

From 04/2023 to Present Classification: Fracking

Duties: \_\_\_\_\_

Related Experience: None

Comments: \_\_\_\_\_

# CITY OF CARLSBAD

## RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

John Lowe, City Administrator

**TO:** The Honorable Mayor Dale Janway and members of the City Council

**FROM:** Patrick Cass, Director of Public Works *PC*

**SUBJECT:** Recommendation for Employment

**DATE:** December 6, 2023

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

### General Information:

Name: Wanda Joyce Smith Classification/Position: On-Call Driver

Department: Transit

- |                                    |   |   |
|------------------------------------|---|---|
| <input type="checkbox"/> Regular   | <input type="checkbox"/> Full-time          | <input checked="" type="checkbox"/> Hourly \$ <u>19.93</u> per hour |
| <input type="checkbox"/> Seasonal  | <input type="checkbox"/> Part-time          | <input type="checkbox"/> Salary \$ _____ per hour                   |
| <input type="checkbox"/> Temporary | <input checked="" type="checkbox"/> On call |   |

### Education Level:

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

### Employment:

Present or Last Employer: L A Services

From April 2023 to October 2023 Classification: Driver

Duties: Driving employees to the WIPP Site and back.

Related Experience: Driving and transporting customers in the City of Carlsbad and Bus Driver.

Comment: \_\_\_\_\_

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]* #A137  
11/30/2023

SUBJECT: Recommendation for Employment

DATE: 11/30/2023

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: Amairani Valles

Classification/Position: Dispatcher (Uncertified)

Department: Police

- Regular
- Seasonal
- Temporary
- Full-time
- Part-time
- On call
- Hourly \$25.26 per hour
- Salary \$\_\_\_\_\_ per annum

**Education Level:**

- High School Diploma
- Associates Degree \_\_\_\_\_
- Bachelors Degree Science of Criminal Justice from Texas State University
- Masters Degree \_\_\_\_\_
- Other \_\_\_\_\_
- GED or equivalent

**Employment:**

Present or last Employer: Kech Inc.

From July 2023 to Present Classification: Customer Service

Duties: Collect, process and handle protected health information for the company.

Related Experience: No prior experience.

Comments: \_\_\_\_\_

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM  
PURCHASING RECOMMENDATION

Council Meeting Date: 12/12/2023

Department: <b>Riverwalk</b>	BY: <b>Matt Fletcher, CPO</b>	Date: <b>11/17/23</b>
SUBJECT: Equipment and Services Description: <b>Award Bid for Riverwalk Recreation Center HVAC Replacement Project</b>		

*Resolved  
11/29/23*

<b>SYNOPSIS:</b>	Qty <u>1</u>	Total Est. Cost	<u>\$ 1,464,151.00</u>	Total Actual Cost	<u>\$ 1,464,151.00</u>
Budgeted Yes		Est. City Share	<u>\$ 68,419.00</u>	Actual City Share	<u>\$ 1,464,151.00</u>
Account #	<u>100936</u>		<u>\$ 742,500.00</u>		
Account #	<u>100752</u>		<u>\$ 653,231.28</u>		
Account #	<u>100367</u>		<u>\$ 68,419.72</u>		
Account #	_____		_____		
		<b>TOTAL</b>	<u>\$ 1,464,151.00</u>		

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

The City solicited bids to upgrade the HVAC system at the Riverwalk Recreation Center. The project includes removal and replacement of HVAC systems of select areas of the ground floor and upgrading the electrical service.

The City received two bids, with Greer Construction having the low base bid of \$1,464,151 including NMGR.

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

<b>POST BID/RFP RECOMMENDATION</b>	<b>Council Meeting Date:</b>
Requested action to be taken by Council: Award Bid Number                      2023-08	Council Action Taken:                      Date: Select one
<b>ADDITIONAL INFORMATION:</b>	
Reviewed by City Administrator: /s/John Lowe	12/06/2023





**RE-BID: Replacement of the HVAC Systems at the Riverwalk Recreation Center**

City Bid: 2023-08      Project: 23.04

City of Carlsbad      Carlsbad NM

November 7, 2023, 2:00 p.m.

Contractor	Bid Bond	Completion Days	Base Bid Ground Floor	Alternate #1 Second Floor	Alternate #2 Power House	Alternate #3 Mezzanine/ Second Floor	Alternate #4 Fire Alarm	Unit Price Large Windows	Unit Price Small Windows	Andenda Ack.
Greer Construction	United Fire and Casualty	240	\$1,464,151.00	\$582,299.00	\$319,697.00	\$267,046.00	\$403,181.00	\$1,383.00	\$821.00	Y
CD General Contractor	Granite RE	200	\$1,738,714.46	\$448,381.76	\$222,894.61	\$297,672.16	\$171,833.28	\$1,300.00	\$690.00	Y

November 13, 2023

K.C. Cass  
City of Carlsbad  
101 N. Halagueno St.  
Carlsbad, NM 88220

**RE:** Replacement of the HVAC Systems at the Riverwalk Recreation Center (Re-bid)  
City Bid Number: 2023-08; Project Number: 23.04

Mr. Cass,

There were two bidders who turned in a Form of Proposal on this project, C.D. General Construction and Greer Construction. The scope of work as per the base bid and alternates is replacing the existing Heating, ventilation, and Air Conditioning (HVAC) Systems, installing a new Fire Alarm, and upgrading the electrical service in the Riverwalk Recreation Center and is listed as follows:

Base Bid: Install new HVAC systems in the ground floor gym; upgrade of the existing electrical service; architectural work in the Second Floor.

Alternate #1: Install new HVAC systems in the Second Floor Gymnasium

Alternate #2 Install new HVAC systems in the Power House

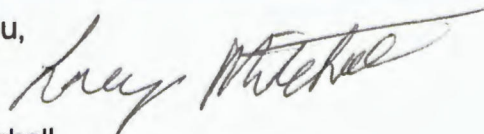
Alternate #3: Install new HVAC systems in the Mezzanine and Second Floor

Alternate #4: Install new Fire Alarm throughout the building

Unit Prices: Replace select storefront windows per large or small units

Greer's base bid was \$1,464,151.00 (including tax of \$100,828.60). Alternate #1 bid was \$582,299.00, Alternate #2 bid was \$319,697.00, Alternate #3 bid was 267,046.00, and Alternate #4 bid was \$403,181.00. These numbers combined (base bid and all alternates) are considered out of the budget. However, we recommend that the proposal for Base Bid of Greer Construction Company, Inc. be accepted. The contract amount will be a total of **\$1,464,151.00**. If you have any questions, please call.

Thank you,



Larry Mitchell  
Mitchell and Cruse Architecture, LLC

Enclosure:

Bid Tabulation  
Form of Proposal

c.c.: Angie Barrios-Testa  
Matthew Fletcher



CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM  
PURCHASING RECOMMENDATION

Council Meeting Date: 12/12/2023

Department: <b>Lodgers Tax</b>	BY: <b>Matt Fletcher, CPO</b>	<i>Samuel</i>	Date: <b>12/6/2023</b>
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SUBJECT: Services  
Description:

Award RFP for Carlsbad's Annual Fourth of July Fireworks Show

<b>SYNOPSIS:</b>	Qty <u>1</u>	Total Est. Cost	<u>\$ 120,000.00</u>	Total Actual Cost	<u>\$ 120,000.00</u>
Budgeted Yes		Est. City Share	<u>\$ 65,000.00</u>	Actual City Share	<u>\$ 65,000.00</u>
Account #	<u>101012</u>		<u>\$ 65,000.00</u>		
Account #	_____		_____		
Account #	_____		_____		
Account #	_____		_____		
		<b>TOTAL</b>	<u>\$ 65,000.00</u>		

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

The City of Carlsbad contracts with a professional pyrotechnic firm to design, produce and execute our annual fourth of July fireworks show at Lake Carlsbad.

The City solicited proposals from qualified pyrotechnic firms and received one proposal from Precision Fireworks LLC in the amount of \$120,000. Precision Fireworks has successfully produced Carlsbad's fourth of July fireworks show for the previous three years.

The City is seeking to enter into an agreement with Precision Fireworks to produce and perform the fireworks show every fourth of July for the next four years. The total proposed contract amount is \$480,000 over the four year term.

The City recommends awarding the RFP to Precision Fireworks and authorizing the City Administrator and Mayor to enter contract negotiations on behalf of the City and enter into the agreement upon successful completion of the negotiations.

<b>Requested action to be taken by Council:</b>	<b>Council Action Taken:</b>	<b>Date:</b>
Select one	Select one	

Reviewed by City Administrator:

<b>POST BID/RFP RECOMMENDATION</b>	<b>Council Meeting Date:</b>
------------------------------------	------------------------------

<b>Requested action to be taken by Council:</b>	<b>Council Action Taken:</b>	<b>Date:</b>
Award RFP Number 2023-14	Select one	

**ADDITIONAL INFORMATION:**

Reviewed by City Administrator: /s/John Lowe

12/06/2023

ATTACHMENT(S):  Specifications  Bid/RFP Summary  Other: Precision Fireworks Proposal

Precision Fireworks, LLC.  
PO Box 71  
Era, TX



Kickapoo Lucky Eagle Casino NYE 2023

Precision Fireworks, LLC. was formed on 9/6/2016 and is a Texas based Fireworks company providing High-Quality Commercial Fireworks Displays for cities, weddings & private events in Texas, Oklahoma & New Mexico. Precision Fireworks has produced hundreds of fireworks displays. Safety is our number 1 priority, followed by quality. We will always operate with honesty and integrity. Applying love and passion into all fireworks displays from small town weddings to large cities. The company's goal is to provide the highest quality fireworks displays possible, bringing inspiration and innovation to every single show.





**PRECISION FIREWORKS, LLC.**  
**PYROTECHNIC DISPLAY PROPOSAL**  
 \$120,000.00 display per year = \$480,000.00 Total Contract  
 City of Carlsbad, NM 88221  
 on  
 July 4<sup>th</sup>, 2024, 2025, 2026, 2027

This proposal is for a RADIO BROADCASTED CHOREOGRAPHED “AERIAL” display, with “LOW-LEVEL” special effects included. The duration of the display will be approximately 20-23 minutes. The colors displayed in the show will vary and include Gold, Gold Glitter, Silver, Silver Glitter, Red, White, Blue, Coral, Yellow, Pink, Green, Purple, Aqua Blue, Orange, and effects such as Whistles, Crackling Dragon Eggs, Comets, Mines and Spinners. The shell count is as follows:

	<u>SHOW</u>	<u>FINALE CHAINS</u>
2.5"	<b>288</b> each	<b>780</b>
3"	<b>600</b> each	
4"	<b>180</b> each	
5"	<b>168</b> each	
6"	<b>90</b> each	
8"	<b>20</b> each	
10"	<b>20</b> each	
12"	<b>20</b> each	
16"	<b>10</b> each	
<b>TOTAL</b>	----- <b>1596 SHELLS</b>	----- <b>(20-23 minutes)</b>

LOW-LEVEL EFFECT CAKES will be used in a multiple position front facing the spectators, and shot simultaneous:

- 80 each Class B cakes – 2 positions = Approx. 4500 shots**
- Water Cakes 25 each Class C – 5 positions = 300 shots**
- Finale Cakes 44 each Class B cakes = 11 positions 2200 shots**

**Total cakes 149**

11 Frontage positions **1950** devices of assorted comets, mines, slices, wheels, fuel mines (flames) with ground salutes.

**Total Shot Count 10,546**

Note: Effect of shells & cakes may vary due to availability. This Pyrotechnic proposal is subject to New Mexico State Regulations governing Pyrotechnic Displays, NFPA 1123 guidelines, and approval of the Authority Having Jurisdiction of the proposed Pyrotechnic Display location. The information contained in this proposal is intended for the individual or entity named above. Any dissemination, distribution or copying of this communication is strictly prohibited





Precision Fireworks, LLC.  
PO Box 71  
Era, TX 76238

901 Muscatel Ave, Carlsbad, NM 88220  
City of Carlsbad July 4<sup>th</sup> Celebration  
Site Plan – July 4th



**\*\* No Churches, Hospitals, Health Care Facilities, or Detention\Correctional Facilities within 2240ft.**

**\*\* Wind generally from South & East ranging between 8-12 mph in July**

<https://weatherspark.com/m/3672/7/Average-Weather-in-July-in-Carlsbad-New-Mexico-United-States>

**\*\* NO HAZMAT within 2240ft.**

**\*\* Fireworks Display personnel will be monitoring perimeter of display site to prevent unauthorized persons from entering**

**Max Shell Size: 16"**



## Client Reference list

**100% Perfect safety record**

City of Wilburton, OK

City of Elgin, OK

City of Wilson, OK

City of Healdton, OK

City of McAlester, OK

Apache Casino Hotel- Lawton, OK

Osage Nation - Pawhuska, OK

Ponca Tribe - Ponca, OK

Dornick Hills Country Club-Ardmore, OK

Edmond Memorial High School Edmond, OK

Falconhead Resort Country Club Burneyville, OK

Texas A&M University- San Antonio, TX

City of Crowley, Crowley, TX

City of Eagle Pass, TX

City of Del Rio, TX

City of Gainesville, TX



Moss Lake Gainesville, TX  
The Barn at Wolf Ridge Farm Gainesville, TX  
City of Runaway Bay Lake, TX  
City of Breckenridge Lake, TX  
City of Melissa, TX  
City of Prosper, TX  
City of El Paso, TX  
El Paso County Public Works, El Paso, TX  
Kickapoo Lucky Eagle Casino, Eagle Pass, TX  
Abundant Living Faith Center East-El Paso, TX  
Abundant Living Faith Center West-El Paso, TX  
Abundant Living Faith Center - Lockhart, TX  
Lockhart High School - Lockhart, TX  
Destiny Family Christian Center- El Paso, TX  
Eagle Mountain International Church- Newark, TX  
Sherman ISD, Sherman, TX  
Era, ISD, Era, TX  
Stephen Yacktman - Austin, TX  
High Pointe Estates - Georgetown, TX  
Golden Boy Boxing - San Antonio, TX  
Cevents, LLC - Fort Worth, TX  
B.O.O.M Adventures - Amarillo, TX  
Lost Creek Country Club - Austin, TX  
City of Socorro - Socorro, TX  
City of Lago Vista - Lago Vista, TX  
Starlight Ranch Event Center - Amarillo, TX  
Inspiration HOA - Wylie, TX  
Savannah HOA - Savannah, TX



City of Cotulla - Cotulla, TX  
Providence HOA - Providence, TX  
Military Base NAS JRB Fort Worth, TX  
GECU Fabens, TX  
Painted Dunes Desert Golf Course El Paso, TX  
Southlake Diwali Fest City of Southlake, TX  
Radha Krishna Temple of Dallas  
Diwali Mela 2023 Cotton Bowl Stadium

City of Carlsbad, NM  
Calvary Church with Skip Heitzig, Albuquerque, NM  
La Union Maze -Anthony, NM  
Southern New Mexico Speedway, Las Cruces, NM  
Vado Speedway, Vado, NM  
Elephant Butte Lake, NM  
City of Clayton, NM  
Blame Her Ranch - Ribera, NM  
Eddy County - Carlsbad, NM  
Carlsbad Chamber of Commerce - Carlsbad, NM

City of Las Vegas, Las Vegas, NM  
Ballon Fiesta Park Albuquerque, NM

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date December 12, 2023

DEPARTMENT: Municipal Court

By: *Judge Collis Johnson*  
Judge Collis Johnson

DATE: 11/28/2023

**SUBJECT: Contract between the City of Carlsbad and Perdue, Brandon, Fielder, Collins & Mott for Court Fines and Fees Collection Services**

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

The City of Carlsbad Municipal Court would like to enter into a Contract with Perdue, Brandon, Fielder, Collins & Mott for Collection Services of Municipal Court Fines and Fees. If the court will pay, the one-thousand (\$1000.00) for the Full Court module Perdue will pay the ten-thousand (\$10,000) for set up and activation.

The City will refer all delinquent accounts to Perdue for Collection. Accounts will be considered delinquent after 60 days of the scheduled appearance date, from any granted extension date, or other court specified due date. Perdue will use its best efforts to collect any delinquent accounts received from the City. Perdue reserves the right to return any accounts not collected within one year of referral by the City. Neither party will have any obligation to the other with regard to returned accounts.

City agrees to pay to Perdue as compensation for services twenty (20%) of the total amount collected. This contract will remain in effect until either party desires to terminate this contract.

**DEPARTMENT RECOMMENDATION: If it is the will of the Council, staff recommends approving Contract with Perdue.**

**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: 12/06/2023

Attachments: Contract

# CONTRACT FOR COURT FINES AND FEES COLLECTION SERVICES

STATE OF NEW MEXICO       §  
  §  
COUNTY OF EDDY           §

## SECTION I. PARTIES TO THE CONTRACT

THIS CONTRACT, hereinafter called "Contract", is made and entered into by and between the **City of Carlsbad, New Mexico**, acting herein by and through its governing body, hereinafter called "the City" and **Perdue, Brandon, Fielder, Collins & Mott, L.L.P.**, hereinafter called "Perdue".

THIS CONTRACT supersedes all prior oral and written agreements between the parties and can only be amended if done so in writing and signed by all parties. Furthermore, this Contract cannot be transferred or assigned by either party without the written consent of all parties.

The City agrees to employ and does hereby employ Perdue to enforce the collection of delinquent court fines, fees, and court costs pursuant to the terms and conditions described in this Contract.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, the adequacy of which is hereby acknowledged, the City and Perdue agree as follows:

## SECTION II. CITY'S COLLECTION OBLIGATIONS

A. The City agrees to refer all delinquent accounts, as defined below, to Perdue for collection on or about the first (1<sup>st</sup>) or the fifteenth (15<sup>th</sup>) of each month. The City shall refer all delinquent accounts by electronic or magnetic medium, if available, or in any other way that is most favorable to the City. All delinquent accounts should be in a specified format that will allow Perdue to process the account data.

B. An account is considered delinquent when not paid within sixty (60) days of the scheduled appearance date (if the defendant failed to appear), or from any granted extension, or from the date of conviction or judgment, or other court specified due date.

C. The City will provide Perdue with copies of, or access to, the information and documentation necessary to collect the fines, fees, and court costs that are subject to this Contract.

### **SECTION III. PERDUE'S COLLECTION OBLIGATIONS**

A. Perdue agrees to refer all payments and correspondence directly to the court that has assessed or levied the fines, fees, and court costs being collected pursuant to this Contract. Perdue reserves the right to return any accounts not collected within one (1) year of referral by the City. Neither party will have any obligation to the other with regard to returned accounts.

B. Perdue agrees to use its best efforts to collect the delinquent accounts received from the City.

C. Perdue shall comply with all provisions of state and federal law and regulations promulgated pursuant thereto in the rendition of collection services contemplated by this Contract.

D. In the event the City upgrades or changes to software which incorporates a collection module, Perdue shall pay for the collection module at a cost not to exceed \$1,500. If the cost for said module exceeds \$1,500.00, the City and Perdue may negotiate purchase by way of an amendment to this Contract or a separate stand-alone contract specific to the purchase of said collection module.

### **SECTION IV. COLLECTION FEE**

City agrees to pay to Perdue as compensation for services required hereunder twenty percent (20%) of the total amount actually collected and paid to the City on the accounts turned over to Perdue. The 20% fee provided for herein shall be based on the net amount after subtracting the \$29.00 fee provided for in N. M. S. A. 1978, § 35-14-11.

N. M. S. A. 1978, § 35-14-11 will be repealed on July 1, 2024. Accordingly, on July 1, 2024, and thereafter, Perdue's compensation shall be twenty percent (20%) of the total amount actually collected and paid to the City on all accounts turned over to Perdue.

It is expressly understood that Perdue is not entitled to receive payment on any delinquent account subsequently paid but that was not turned over to Perdue. All compensation shall become the property of Perdue at the time of payment. City shall pay over said funds on a monthly basis by check. Perdue shall not be entitled to any fees for amounts collected from accounts returned to the City pursuant to Section III (A) of this Contract.

### **SECTION V. METHOD OF PAYMENT**

Absent an agreement otherwise, the City shall calculate and receive the amount of any collection fee due to Perdue. Said fee shall be paid to Perdue by check on a monthly basis. All compensation shall become the property of Perdue at the time of payment.

## **SECTION VI. COMMENCEMENT AND TERMINATION OF CONTRACT**

This Contract shall commence on \_\_\_\_\_, and continue in force and effect for a period of four (4) years until \_\_\_\_\_, except that either party to this agreement may terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this agreement. Upon termination, Perdue shall have an additional six (6) months to complete work on all delinquent accounts referred from the City prior to the notice of termination and will be entitled to compensation on such accounts if collected.

## **SECTION VII. NOTICES**

For purposes of sending notice under the terms of this Contract, all notices from the City shall be sent to Perdue by certified United States mail, or delivered by hand or courier, and addressed as follows:

Perdue Brandon Fielder Collins & Mott, LLP  
Attn: Adam J. Walker, Partner  
**BY U.S. MAIL OR BY COURIER DELIVERY:**  
P.O. Box 817  
Lubbock, Texas 79408  
Telephone Number: 806-744-5091

All notices from Perdue shall be sent to the City by certified United States mail, or delivered by hand or courier, and addressed as follows:

City of Carlsbad, New Mexico  
Attn: City Administrator  
101 N. Halagueno St.  
Carlsbad, New Mexico 88220  
Telephone Number: 575-887-1191

## **SECTION VIII. VENUE AND CONTROLLING LAW**

This Contract is made and is to be interpreted under the laws of the State of New Mexico. Venue for any disputes involving this Contract shall be in the appropriate courts in Eddy County, New Mexico.

## **SECTION IX. INDEPENDENT CONTRACTOR**

Perdue is and at all times shall remain an independent contractor and nothing in this Contract shall be construed to create an employment relationship between the Parties nor shall this Contract be construed to create a partnership or joint venture between Perdue and the City.

**SECTION X. HOLD HARMLESS**

Perdue shall hold harmless and defend City against claims of liability or loss incurred by City to the extent caused by Perdue’s acts or omissions in the performance of this Contract. Such acts or omissions are expressly limited to those that constitute negligent failure or willful malfeasance.

**SECTION XI. SEVERABILITY**

Every provision of this Contract is intended to be severable. If any term or provision hereof is hereafter deemed by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

This Contract is executed on behalf of the City by the presiding officer of its governing body who is authorized to execute this instrument by Ordinance heretofore passed and recorded in its minutes. This Contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles or electronically signed Contracts executed on behalf of the City by the presiding officer of its governing body authorized to execute this instrument shall be binding and enforceable.

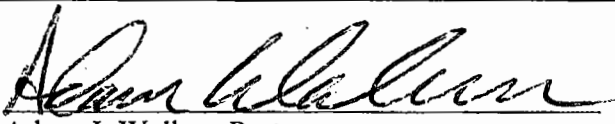
WITNESS the signature of all parties hereto this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**City of Carlsbad, New Mexico**

By: \_\_\_\_\_  
Dale W. Janway, Mayor

ATTEST: \_\_\_\_\_  
Nadine Mireles, City Clerk

**PERDUE BRANDON FIELDER COLLINS & MOTT, L.L.P.**

By:   
Adam J. Walker, Partner  
For the Firm

**City of Carlsbad  
Personnel Department**

**Action Report  
Month of November 2023**



City of Carlsbad  
 Personnel Department Action Report  
 Month of November 2023

<b>EMPLOYEE REPORT</b>	Beginning of Month	New Hires	Terminations	Transfers In	Transfers Out	End of Month
Full-Time Employees	428	4	3	0	0	429
Part-Time/Temp Employees	43	1	1	0	0	43
<b>Total Employees</b>	<b>471</b>	<b>5</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>472</b>
Administrative	19	0	0	0	0	19
Judicial	8	0	1	0	0	7
Finance	18	0	0	1	0	19
Police	104	0	1	0	0	103
Fire	64	3	1	0	0	66
Community Development	87	1	0	0	1	87
Planning & Regulation	13	0	0	0	0	13
Utilities	76	1	1	0	0	76
Transportation & Facilities	82	0	0	0	0	82
<b>TOTAL</b>	<b>471</b>	<b>5</b>	<b>4</b>	<b>1</b>	<b>1</b>	<b>472</b>

<b>WEEKLY INDEMNITY</b>	Beginning of Month	New Claims	Released To Work	Terminated	End of Month
Employees on WI	5	5	2	1	7

<b>UNEMPLOYMENT CLAIMS</b>	Claims Received	Claims Returned	Claims Denied	Claims Approved	Claims Pending	Claims Appealed
Current Month	0	0	0	0	0	0

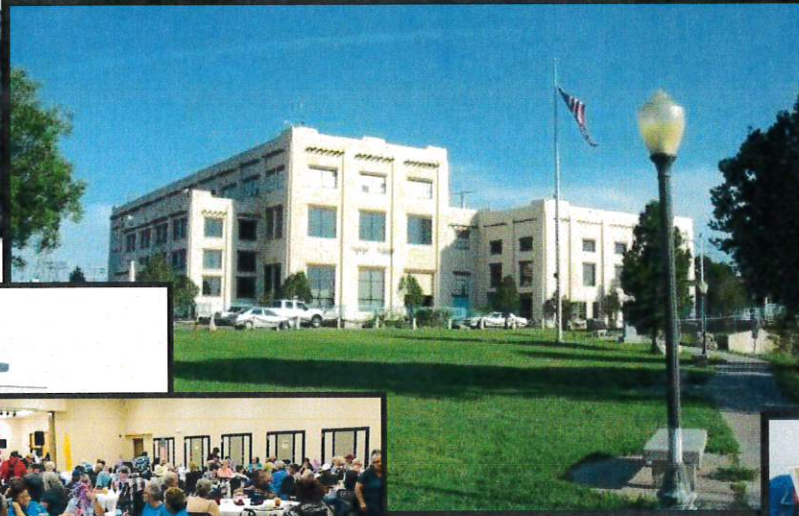
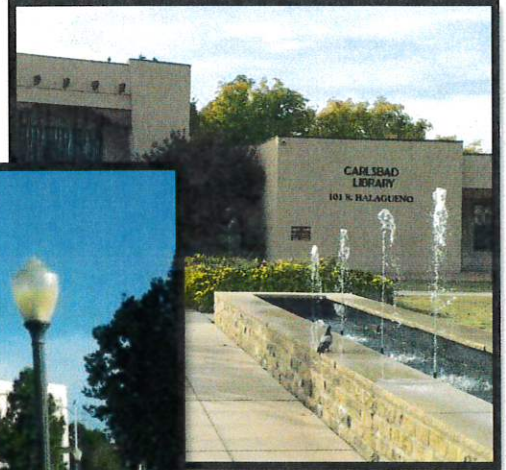
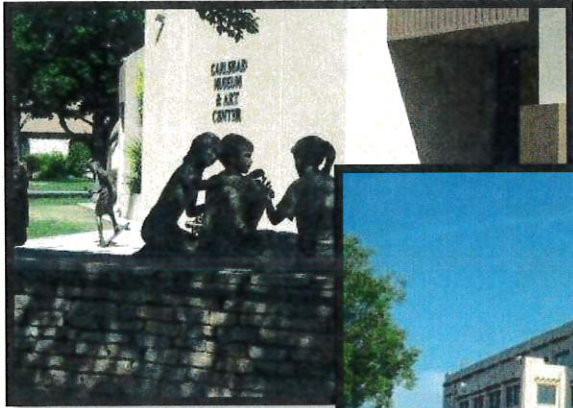
<b>DRUG TESTS</b>	<b>Number Given</b>
Pre-employment	1
Probationary	0
Post Accident	12
Random	7
Periodic	0
Probable Cause	0

<b>PHYSICAL EXAMINATIONS</b>	<b>Number Given</b>
Pre-employment	1
Return to Work Evaluation	0
Functional Capacity Evaluation	0

<b>TESTING</b>	<b>Number Given</b>
None	

<b>VACANCIES BID</b>	<b>Department</b>
None	

<b>VACANCIES ADVERTISED</b>	<b>Applications Received</b>
Code Enforcement Officer	15
Electrician	Pending
Heavy Equipment Operator	Pending
Infrastructure Inspector	4
Master Mechanic	Pending
Patrolman	Pending
Transit Driver, on-call	Pending



**MUNICIPAL SERVICES**  
Monthly Report: October  
2023

**Ted Cordova— Director**  
**Total Patrons served: 24,895**

*T. Cordova*



October 2023			
Library Usage		Circulation	
Number of Uses		Number of Items	
Visitors	13,489	Books	3,339
Computer sessions	895	Large print books	173
AWE computer use	164	Graphic novels	296
Wireless sessions	658	E-books	480
Catalog searches	2,113	Audio books	62
Pages printed	5,767	E-audio books	757
ILL Loan items received	32	Music	0
ILL Loan items sent	40	E-music	17
Youth Information requests	179	Videos	624
Adult Information requests	1,192	E-videos	45
<b>Total Info requests</b>	<b>1,371</b>	Magazines	1
<b>Total Computer Use</b>	<b>1,059</b>	E-magazines	191
<b>Databases- Number of Uses</b>		Paperbacks	47
A to Z Databases (travel)	151	Reference	0
AtoZdatabases	115	Databases	17,593
Brainfuse	1	Unique items	48
Britannica online	0		
Chilton's auto repair	4	<b>Total items</b>	<b>23,673</b>
EBSCO databases	16,549	<b>Total digital</b>	<b>19,083</b>
Gale Databases	159	<b>Total physical</b>	<b>4,590</b>
HeritageQuest	1	<b>Total adult</b>	<b>1,666</b>
Hoopla	423	<b>Total teen</b>	<b>208</b>
Learning express library	1	<b>Total children</b>	<b>2,612</b>
Niche Academy	126	<b>Collection</b>	
Universal class	10	<b>Number of Items</b>	
Mango Languages	53	Items added	578
		Items withdrawn	224
		Items missing	72
		Total items	59,011
		Materials requests fulfilled	44
<b>Total</b>	<b>17,593</b>	Reserves placed	166
<b>Patrons</b>		<b>Other Services</b>	
<b>Number of persons</b>		<b>Number of services</b>	
New patrons (regular & digital)	116	Archival requests	3
Total digital patrons	459	Tests proctored	0
Total all patrons	10,697	Technology help	118
NMLTG users	191	Social network posts	88
Self-Check users	395	Gabbie requests	30
Mobile printing users	1,646	Newspaper & radio features	5
Unresolved member problems	71	ILL postage cost	\$246.07
Incidents	1		
Damage/Lost fees outstanding	\$1,820.50		
<b>Library News</b>			

The library held storytimes, events, and worked on building community partnerships. Sarah and Laura attended NMLA 100th year conference in Albuquerque. Sarah met with the NMLA committee to talk about holding a conference in Carlsbad. They are looking into having it here in 2024. This would allow many librarians from the southern part of the state to attend the conference including our staff.

Library Board of Trustees			
Board Meetings	Number sessions/events	People in Attendance	Type (in person/virtual/offsite)
<b>Total</b>	<b>0</b>	<b>0</b>	

The Library Board of Trustees were not scheduled to meet this month.

Programs			
Programs Sessions Targeted at Children 0-5			
Programs	Number sessions/events	People in Attendance	Type (in person/virtual/offsite)

Toddler Time	9	360	in person
Preschool Storytime	4	120	in person
Baby Time	4	51	in person
Family Storytime	4	16	in person
<b>Total</b>	<b>21</b>	<b>547</b>	

Programs Sessions Targeted at Children 6-11			
Lego Time	4	75	in person
<b>Total</b>	<b>4</b>	<b>75</b>	

Programs Sessions Targeted at Young Adults 12-18			
<b>Total</b>	<b>0</b>	<b>0</b>	

Programs Sessions Targeted at Adults 19-older			
Brews & Books	1	4	offsite
Stitchers Anonymous	2	4	in person
<b>Total</b>	<b>3</b>	<b>8</b>	

Programs General Interest Library Program Sessions (countal total attendance regardless of age)			
ASL	2	18	in person
D&D	1	7	in person
Seeds and Sprouts Swap	1	1	in person
<b>Total</b>	<b>4</b>	<b>26</b>	

Children's program's are continuing to grow. We held a Halloween party during Toddler Time for the storytime families.

Events			
Programs	Number sessions/events	People in Attendance	Type (in person/virtual/offsite)
Solar Eclipse Party	1	425	offsite
<b>Total</b>	<b>1</b>	<b>425</b>	

We partnered with Inspired By Science to offer a Solar Eclipse Party. We offered a UV bracelet making craft and a chalk eclipse craft. The families enjoyed our table and being able to view the eclipse. There was a telescope, glasses, and food trucks.

Outreach			
Programs	Number sessions/events	People in Attendance	Type (in person/virtual/offsite)
San Jose Daycare	4	47	in person
CCM	1	31	in person
Homeschool Co-op	1	20	in person
<b>Total</b>	<b>6</b>	<b>98</b>	

Local daycares and preschools continued regular storytimes.

Incidents, Complaints and Resolutions			
Total Number	EMS	CTW	POLICE
		0	1
<b>Total</b>	<b>0</b>	<b>1</b>	<b>1</b>

A patron was seen urinating outside the library on the sidewalk. A CTW was issued due to the nature of the incident.

Other Services			
	Number sessions/events	People in Attendance	Type (in person/virtual/offsite)
Volunteers	2	4	in person



Curb Side Delivery	1	1 in person
Dial a Story	4	4 offsite
<b>Total</b>	<b>7</b>	<b>9</b>

# Monthly Report October 2023



## **Total Patrons Served:**

- In-Person: 662
- Social Media / Online Engagements: 278

## **Programming, Events, and Outreach:**

- October 2 – Historical Society monthly meeting.
- October 3, 4, 5 – Ocotillo Elementary School 4<sup>th</sup> Graders toured the museum.
- October 17, 18, 19 – Cottonwood Elementary School 4<sup>th</sup> Graders toured the museum.
- October 18 – Sonny Throckmorton presented at the museum for a group of students.
- October 24 – The museum hosted SIMCO Grant Award Ceremony.

## **Exhibits:**

- October 5 – The museum met with Glen Castleberry concerning his father's display case
- The exhibit *One Drip at a Time: A Centennial Celebration*, NPS Caverns exhibit on view. The last day of exhibit was October 25.
- October 26 – Caverns exhibit was uninstalled.
- October 30 – Guitar exhibit crates arrived and all display cases were assembled.
- Planning is underway for the upcoming guitar exhibit. Installation began Oct 30.
- The staff prepared for the Robert Wertheim Hall of Fame induction.

## **Collections:**

- The database corrections needed to convert to the cloud version is underway.

## **Facility / Staff / Board**

- Jameson Lucas – Ads were created for New Mexico Magazine December, USA Today Travel Guide, Focus Regional.
- Jeff Pangburn and Francene Hoffman watched the front desk during some rounds of school tours.
- October 18 – Monthly Advisory Board Meeting was cancelled.
- October 24 – Edward VanScotter attended the bid meeting for museum roof.
- October 27 – The Museum staff had plans to screen the New Mexico movie, *Gargoyles*, in the Halagueno Arts Park. The movie has been delayed and will be shown later.

**Monthly Report**  
**October 2023**  
**NORTH MESA SENIOR RECREATION CENTER**

**Number of Patrons Served: 2792**

**New Members:**

**Number of Incidents/Complaints: 0**

**Date of Next Board Meeting: November 8, 2023**

<b>Activities/Projects/Attendance</b>	
October 11 October 25	Member and volunteer Deloris Hutchenson held two paper crafting classes. They made fall greeting cards with there were 4 in attendance.
October 14	The Fall Garage Sale was a success. Members and the public enjoyed browsing a large selection of items for sale from twelve different vendors.
October 27	Member and volunteer Barbara Brown taught Defensive Driving and had 4 people in attendance.
***	Enhabit Health Care visits the center once a week. For October a total of <b>53</b> members stopped in for a blood pressure/oxygen check
***	J&J Health Care visits the center once a week. For October a total of <b>40</b> members stopped in for a blood pressure/oxygen check/blood sugar



**NORTH MESA SENIOR RECREATION CENTER**

**October 2023**

<b><u>Activity</u></b>	<b><u>Participation</u></b>
Fitness	1012
Pickleball	6
Library/Lapidary	19
Arts/Crafts	165
Pool	334
Games	226
Bingo	118
Line Dance	651
Music	87
Events	16
ACBL Bridge	87
Health/Wellness	71
Visitors/Guests	-0-
<b>Total</b>	<b>2792</b>

**Deposits**

<b><u>Date</u></b>	<b><u>Cash</u></b>	<b><u>Checks</u></b>	<b><u>Total</u></b>
10/06/2023	37.56	0	37.56
10/10/2023	65.00	0	65.00
10/11/2023	0	9.39	9.39
10/12/2023	9.39	0	9.39
10/13/2023	15.00	0	15.00
10/18/2023	9.39	0	9.39
10/24/2023	9.39	0	9.39
10/25/2023	18.78	0	18.78
10/30/2023	9.39	0	9.39
<b>Total</b>	<b>173.90</b>	<b>9.39</b>	<b>183.29</b>

**MONTHLY REPORT  
OCTOBER 2023  
ALEJANDRO RUIZ SENIOR CENTER**

**Number of Patrons Served: 3,783**

**New Members: 10**

**Number of Incidents/Complaints: None**

**Date of Next Board Meeting: November 1, 2023**

**Activities/Projects:**

CCVN Advisory Board Meeting – October 2, 2023

ARSC Advisory Board Meeting – October 4, 2023

Age Friendly Committee Meeting – October 4, 2023

Medicare Representative – October 10, 2023

Medicare SHIPP Coordinator – October 23, 2023

Halloween Dance/Costume Contest – October 27, 2023

Halloween Party/Costume Contest – October 30, 2023

**Up-Coming Events:**

Craft and Bake Sale -8:AM to 1 PM – November 4, 2023

Ashley with APEX MED SOLUTIONS – November 7, 2023

Veteran's Day Memorial Celebration – November 9, 2023

Veteran's Day – Center Closed – November 10, 2023

Thanksgiving Dinner Served – November 16, 2023

David Lujan, Medicare Health Advisor – November 20, 2023

David Lujan, Medicare Health Advisor – November 21, 2023

Thanksgiving Holiday – Center Closed – November 23-24, 2023

November Birthdays Celebration – November 30, 2023



Lawyer Referral	2	2	0	5	5	2	3	4	3	4	0	0	30
Leadership Carlsbad	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Meeting	30	0	0	3	0	0	0	0	0	50	0	0	83
CCVN Advisory Board	0	5	6	5	6	5	5	5	0	0	0	0	37
SENMCA Meetings	0	5	0	0	0	0	0	0	5	8	0	0	18
ARSC Advis Brd	4	14	22	8	2	8	5	7	8	2	0	0	80
<b>Meetings Total =</b>	<b>44</b>	<b>34</b>	<b>28</b>	<b>29</b>	<b>25</b>	<b>27</b>	<b>25</b>	<b>28</b>	<b>43</b>	<b>76</b>	<b>0</b>	<b>0</b>	<b>359</b>
Nutritional (Meals)	1,507	1,521	1,946	1,522	1,653	1,660	1,660	1,851	1,446	1,715	0	0	16,481
<b>Total Patrons served</b>	<b>1,992</b>	<b>2,104</b>	<b>2,505</b>	<b>2,028</b>	<b>3,324</b>	<b>3,447</b>	<b>3,211</b>	<b>3,928</b>	<b>3,415</b>	<b>3,783</b>	<b>0</b>	<b>0</b>	<b>29,737</b>
<b>Out of city limits served</b>	<b>290</b>	<b>275</b>	<b>351</b>	<b>337</b>	<b>299</b>	<b>291</b>	<b>254</b>	<b>346</b>	<b>282</b>	<b>273</b>	<b>0</b>	<b>0</b>	<b>2,998</b>
Incidents/Complaints	0	0	0	0	0	0	0	0	0	0	0	0	0

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## RIVERWALK RECREATION COMPLEX Monthly Report October 2023

<b>Open Recreation</b>		<b>Patrons</b>
Hockey Rink		4
Skate Park		104
Racquetball		179
Pickleball		14
Basketball		1190
Gym		333
Pool Table & Arcade		633
<b>Organized Activities &amp; Events</b>	<b>No. of Events</b>	<b>Patrons</b>
Dance It Off Club	9	90
English Class	14	168
NA Meetings	10	100
Yoga	4	24
Trick or Trunk	1	150
Taekwondo	8	80
Quince Practice	1	20
Breast Cancer Event	1	250
<b>Walk In Attendance</b>		<b>3339</b>
<a href="#">Patrons Signed In and Hockey &amp; Skate Park use</a>		
<b>Rentals:</b>	<b>No. of Events</b>	<b>Patrons</b>
Birthday Parties	6	300
Baby Shower	3	150
Home School Halloween Party	1	50
<b>Total for the Month</b>		<b>3839</b>
<a href="#">Includes Walk-In &amp; Rental Attendance</a>		
<b>Daily Average for the Month</b>	31	<b>123</b>

### Incidents Reported: 0

Hours are 8 a.m.-8 p.m. Monday through Friday, 10 a.m.-8 p.m. Saturday and Sunday 10 a.m.-6 p.m.

Staff continues to supervise the use of the Skate Park to enforce the rules and ensure patron safety. Staff also oversee daily recreation activities, checking out equipment, assisting patrons, and maintaining the facility.

On October 4, 2023, we held a Breast Cancer Awareness Kick-Off event and it was a success. On October 17, 2023, three staff started to help with the setup at the Pecos Conference Center. On October 18, 2023, six staff continued to help with the setup at the Pecos Conference Center and also assisted with the teardown after the event. Then five staff continued to help with the setup at the Walter Gerrells Performing Arts and Exhibition Center. On October 19, 2023, seven staff assisted with the event at Walter Gerrells Performing Arts and Exhibition Center and also with the teardown. On October 23, 2023, we held a Trick or Trunk event and it was a success. Staff then continued to get things ready for our next event on November 2, 2023, Dia de los Muertos.

## MONTHLY REPORT

October 2023

Department: CCVN (Carlsbad Community Volunteer Network)

<b>No. of New Registered Volunteers:</b>	<b>2</b>
<b>No. of Registered Volunteers:</b>	<b>330</b>
<b>No. of Work Stations:</b>	<b>31</b>
<b>No. of Volunteer Hours</b>	<b>3280</b>

The regular CCVN Advisory will be held on November 6, 2023.

- CCVN Coordinator signed up two (2) new volunteers.
- CCVN Coordinator continues with ongoing recruiting and outreach for new volunteers.

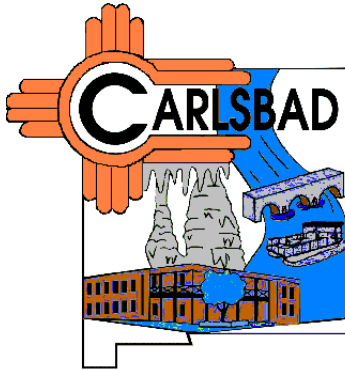
### UPCOMING ACTIVITIES AND EVENTS:

- Ongoing Outreach and Recruitment for new volunteers
- CCVN regular Advisory Board Meeting, November 6, 2023

**CCVN Volunteer Hours  
2023 Year to Date  
Summary Sheet**

Row Labels	January	February	March	April	May	June	July	August	September	October	November	December	Current Total
Carlsbad Outreach	132	70	124	109	137	104	98	122	83	135			1,114
Cat's Meow	168	168	168	168	152	136	144	144	152	152			1,416
CCVN Board Members	0	10	8	10	10	10	8	8	0	8			72
Christmas Anonymous	0	0	0	0	0	0	0	0	0	0			0
Community - General	10	29	44	59	91	84	77	82	75	82			633
Community Kitchen	399	335	541	565	477	438	445	521	413	481			4,615
Hope Center	0	0	0	115	105	120	100	100	100	100			740
Income Tax	0	15	20	12	4	0	0	0	0	0			51
Jonah's House	212	286	330	257	312	259	129	255	223	229			2,492
Legion of Mary	0	333	318	316	289	300	310	305	348	335			2,854
Line Dancers	16	24	24	0	0	0	2	0	0	0			66
Living Desert State Park	301	286	193	336	311	366	560	259	214	235			3,061
Meal site & Senior Center	327	192	304	327	265	274	233	240	248	228			2,638
Mormon Volunteers	0	8	30	16	6	4	27	16	0	26			133
North Mesa Center	0	0	184	184	223	147	153	220	214	181			1,506
Oldtimers Jammers	40	40	40	40	32	36	20	40	40	32			360
San Jose Caring Hands	136	0	294	252	63	392	259	267	259	196			2,118
Tran. Housing	199	162	143	208	239	203	177	141	130	155			1,757
Literacy Program	0	80	77	131	40	82	63	52	94	14			424
Quilts For Seniors	4	4	8	8	8	5	8	8	8	0			61
Loving Outreach	0	0	53	67	52	78	38	41	45	54			428
Carlsbad Honor Guard	92	132	92	196	76	64	40	124	68	100			984
Abundant Harvest/OF	84	143	169	180	158	256	186	232	346	189			1,802
Homeless Bridge Outreach	95	95	50	55	80	60	55	60	60	60			670
Hospital Chaplain	0	0	0	0	0	50	50	50	50	0			200
DJ Services	0	0	0	0	0	8	4	5	4	5			26
Enhabit Hospice	0	0	0	0	0	0	8	8	8	195			219
Toys for Tots	0	0	0	0	0	0	0	0	16	88			104
<b>Grand Total</b>	<b>2,215</b>	<b>2,412</b>	<b>3,214</b>	<b>3,611</b>	<b>3,130</b>	<b>3,476</b>	<b>3,194</b>	<b>3,300</b>	<b>3,198</b>	<b>3,280</b>			<b>30,544</b>

# CITY OF CARLSBAD



## TRANSPORTATION AND FACILITIES OCTOBER 2023

### Monthly Reports from:

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

A handwritten signature in blue ink, appearing to read 'Patrick Cass', is located to the left of the digital signature information.

Digitally signed by Pat Cass  
DN: cn=Pat Cass, o=City of Carlsbad, ou=Public Works,  
email=pjcass@cityofcarlsbadnm.com, c=US  
Date: 2023.11.09 07:46:58 -07'00'

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**Reviewed and approved by: Patrick Cass, Director of Public Works**



# COMMUNITY SERVICE DEPARTMENT

## Monthly Work Report

### October 2023

<b>Number of Employees</b> <b>06</b>	<b>No. of days in the Month</b> <b>31</b>
<b>Holidays</b> <b>0</b>	<b>No. of days worked in this month</b> <b>22</b>

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, Canyon St. Six Mile Dam Area, Medians on Greene & Eight St. and around the Cascades. The crew power-washed sidewalks, benches curbs, and gutters on Canyon St. between Greene and Stevens St. clean the Cotton Patch property, and sprayed bird stop on Canyon St.

**Week of October 2<sup>nd</sup> through October 6<sup>th</sup>**

The crew cleaned up after a flood, cleaned drains, swept gravel from roadways, and trimmed damaged trees, the crew weeded on Cherry Lane and Callaway, Church Street, and cotton patch.

**Week of October 9<sup>th</sup> through October 13<sup>th</sup>**

The crew cut weeds and did litter control on Pierce and Pate Streets, Legion Rd. little Mckitrick crossing and drain, Curry, Standpipe, San Jose underpass, Cascade surrounding areas.

**Week of October 16<sup>th</sup> through October 20<sup>th</sup>**

The crew cut weeds and did litter control on San Jose, from the underpass to National Parks, SWLP Gas drains, S. Canal, Muscatel, and Farmview drain.

**Week of October 23<sup>d</sup> through October 31<sup>st</sup>**

The crew cut weeds and did litter control on, San Jose Blvd. Iris lot, Irvin lot, Ortega lot, Walnut lot. Clean up weeds and trash in the Public Works yard.



Digitally signed by Justin Ramos  
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 ou=Public Works,  
 email=jramos@cityofcarlsbadnm.com, c=US  
 Date: 2023.11.08 15:01:16 -0700

Prepared by: \_\_\_\_\_

Justin Ramos, Streets Superintendent

# CONSTRUCTION DEPARTMENT

## Monthly Work Report

### October 2023

<b>Number of Employees</b> 10	<b>No. of days in the Month</b> 31
<b>Holidays</b> 0	<b>No. of days worked in this month</b> 22

1. Installed Pedestal at the intersection of Canyon and Canal St.
2. Installed bench at the beach area.
3. Concrete sidewalk, curb, and gutter repair at Mesquite St and Stevens St.
4. Installed flag poles at the Alex Ruiz Center.
5. Repaired stucco at the Fire Station #6.
6. Repaired sidewalk at Mermod and First St.
7. Installed parking block at Fire Station #3.
8. Repaired sidewalk at 1306 Irvin St.
9. Installed the Wanda Welch bench at Millennium Park.

Prepared by: \_\_\_\_\_

Patrick Cass, Public Works Director



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Works, email=pjcass@cityofcarlsbadnm.com,  
c=US  
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# ELECTRICAL DEPARTMENT

## Monthly Work Report

### October 2023

<b>Number of Employees</b> 08	<b>No. of days in the Month</b> 31
<b>Holidays</b> 0	<b>No. of days worked in this month</b> 22

### Number of Jobs Performed for Individual Departments

<b>1.</b>	Airport	27
<b>2.</b>	Golf Course	15
<b>3.</b>	Parks	36

#### **4. Waste Water**

a.	Treatment Plant	15		b.	Primary Lift	04
c.	Lift Station	15		d.	Other	0

#### **5. Water**

a.	Water Wells	19		b.	Double Eagle	12
c.	Yard	05		d.	Other	0

#### **6. Public Building and Yards**

a.	City Hall	11		b.	Library	10
c.	Museum	05		d.	Mesa Senior Rec.	03
e.	Alejandro Ruiz Sr. Center	18		f.	Riverwalk Rec.	10
g.	Rifle Range	03		h.	Community Soup Kitchen	01
i.	Antique Lights	28		j.	Pecos River Village	08
k.	Convention Center	08		l.	Civic Center	22
m.	Avalon Building	01		n.	Literacy Building	0
o.	Public Works Yard	15		p.	Bob Forrest Sports Complex	16
q.	Sign Shop	0		r.	Solid Waste	15
s.	Janel Whitlock Building	06				

<b>7.</b>	Traffic	23
<b>8.</b>	Streets	20
<b>9.</b>	School Crossing Lights	09
<b>10.</b>	Transportation	10
<b>11.</b>	Cascades	06
<b>12.</b>	Sunnyview Catch Basin	01
<b>13.</b>	Underground Line Locates	96



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Prepared by: \_\_\_\_\_  
**Patrick Cass, Director of Public Works**

# GARAGE

## Monthly Work Report

### October 2023

<b>Number of Employees</b> 12	<b>No. of Days In the Month</b> 31
<b>Holidays</b> 0	<b>No. of Day Worked In The Month</b> 22

Mechanics performed necessary repairs and adjustments to keep the Public Works 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 stem 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 go Purchase Orders for tire repairs and tire purchase for all departments. Delivered tires to different locations. Mae 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.

Prepared by: 



Benjamin Madrid Jr., Garage Superintendent

# PARKS DEPARTMENT

## Monthly Work Report

October 2023

<b>Number of Employees</b> 13		<b>No. of days in the Month</b> 31
<b>Holidays</b> 0		<b>No. of days worked in this month</b> 22

### **Week of October 2<sup>nd</sup> through October 6<sup>th</sup>**

Five employees did litter control at Lake Carlsbad Municipal Park, Riverview Park, Lower Tansill Area, Martin Luther King Park, Davis Park, Hall Addition Park, Troy Young Park, Nick Salcido Fitness Park, and Ray Anaya Plaza. Two employees mowed Sawyer Park, Riverside Park, Desert Willow Park, Spring Park, Smith Park, Lamont St. Park, McLenathen Park, Ira Stockwell Park, 5<sup>th</sup> St. Park, Ray Anaya Plaza, Nick Salcido Fitness Park, Hall Addition Park, Davis Park, Cass Park, Troy Young Park, Veterans Memorial Park, Lower Tansill Area, Veterans Memorial Park, Ray Anaya Plaza, Nick Salcido Fitness Park, and Lamont St. Park. Four employees removed a dead tree from the Lower Tansill Area. Three employees planted a tree at Spring Park. Three employees did irrigation repairs and adjustments at the Will Merchant Sports Complex. Three employees relocated irrigation around the Carlsbad Pickleball Courts.

### **Week of October 09<sup>th</sup> through October 13<sup>th</sup>**

Five employees did litter control at Lake Carlsbad Municipal Park, Riverview Park, Lower Tansill Area, Martin Luther King Jr., Park, Ray Anaya Plaza, Nick Salcido Fitness Park, Cruz Fernandez Park, and Arcadia Park, 8<sup>th</sup> St. Park, 5<sup>th</sup> St. Park, Lamont St. Park, and Smith Park. One employee mowed 5<sup>th</sup> St, 8<sup>th</sup> St. Park, Lamont St. Park, Smith Park, Riverside Park, Desert Willow Park, Spring Park, Sawyer Park, Cruz Fernandez Park, Riverview Park, Nick Salcido Fitness Park, Ray Anaya Plaza, Riverview Park and Lake Carlsbad Municipal Park. Four employees trimmed Smith Park, 5<sup>th</sup> St. Park, Lamont St. Park, 8<sup>th</sup> St. Park, and Freedom Tree Park. Three employees trimmed trees at Lower Tansill Park. Two employees power washed Riverview Park Pavilions, Martin Luther King Pavilion, Bandshell Pavilion, and Ray Anaya Plaza Pavilion. One employee broomed the Riverwalk sidewalks. Two employees continued irrigation at the Carlsbad Pickleball Courts. Two employees removed debris off Martin Luther King Jr. Park sidewalks and did dirt work around the Carlsbad Disc Golf Course launch pads.

### **Week of October 16<sup>th</sup> through October 20<sup>th</sup>**

Five employees did litter control at Lake Carlsbad Municipal Park, Riverview Park, Lower Tansill Area, Martin Luther King Park, Nick Salcido Fitness Park, Ray Anaya Plaza, McLenathen Park, Sunset Park, and Ira Stockwell Park. One employee mowed Hall Addition Park, Davis Park, Cass Park, Troy Young Park, and Playground on the Pecos, James St. Park, and Lamont St. Park, 5<sup>th</sup> St. Park, Smith Park, Ira Stockwell Park, and McLenathen Park. Six employees trimmed Park Drive and around the Pickleball Courts. Two employees power washed the Lake Carlsbad new walk bridge. Three employees installed new irrigation around the Lake Carlsbad Pickleball Courts. Three employees repaired a main water line and replaced a damaged trash receptacle at the Carlsbad Dog Park. Two employees replaced flush valves at Martin Luther King Jr. Park.

### **Week of October 23<sup>rd</sup> through October 27<sup>th</sup>**

Five employees did litter control at Lake Carlsbad Municipal Park, Riverview Park, Lower Tansill Area, Martin Luther King Jr. Park, Ray Anaya Plaza, and Nick Salcido Fitness Park. One employee mowed Lamont St. Park, Ira Stockwell Park, McLenathen Park, and Sunset Park, 8<sup>th</sup> St. Park, Veterans Memorial Park, and Lake Carlsbad Municipal Park. Six employees trimmed Heritage Park, Veterans Memorial Park, McLenathen Park, Ira Stockwell Park, Sunset Park, and Lake Carlsbad Municipal Park. One employee spot-sprayed herbicide at Lake Carlsbad Municipal Park. Three employees did irrigation repairs at Ray Anaya Plaza. Three employees winterized backflow perverts and all public park restroom

plumbing chases.

**Week of October 30<sup>th</sup> through October 31<sup>st</sup>**

Six employees did litter control at The Lake Carlsbad Municipal Park, Riverview Park, Lower Tansill Area, Martin Luther King Park, Ray Anaya Plaza, Nick Salcido Fitness Park, Cruz Fernandez, Arcadia Park, 8<sup>th</sup> St. Park, and 5<sup>th</sup> St. Park. One employee mowed Arcadia Park, Cruz Fernandez Park, Sawyers Park, Desert Willow Park, Riverside Park, Lamont St. Park, and 5<sup>th</sup> St. Park. Six employees trimmed Sawyers Park, Desert Willow Park, Spring Park, Riverside Park, Lamont St. Park, and 5<sup>th</sup> St. Park. And 8<sup>th</sup> St. Park. Two employees checked all park public restrooms for damages and repairs. Two employees repaired and adjusted irrigation on medians at the South Y intersection.



Digitally signed by Michael Hernandez  
DN: cn=Michael Hernandez, o=City of Carlsbad,  
ou=Parks Department,  
email=mrhernandez@cityofcarlsbadnm.com, c=US  
Date: 2023.11.01 10:32:21 -06'00'

Prepared by: \_\_\_\_\_

Michael Hernandez, Parks Superintendent

# Street Monthly Work Report October 2023

<b>Number of Employees</b> 08	<b>No. of days in the Month</b> 31
<b>Holidays</b> 1	<b>No. of days worked in this month</b> 22

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

**Week of October 2<sup>nd</sup> through October 6<sup>th</sup>**

This week the crew worked on cleaning drains to prepare for flood, the crew cleaned up and washed out material from street intersections, picking up trash and tree branches.

**Week of October 09<sup>th</sup> through October 13<sup>th</sup>**

The crew worked on hauling trash to the landfill, cleaning at the sports complex up at C-Hill painting the rocks white, and did litter control on the Hobbs highway.

**Week of October 16<sup>th</sup> through October 20<sup>th</sup>**

The crew did saw cuts for pothole repair on Mesa St, cleaned up gravel in the roadway on Radio Blvd and Boyd Dr. The crew worked with the sign shop to stripe Chapman Road from National Parks Highway to Thomason, Old Cavern Hwy, Hidalgo, 6<sup>th</sup> from Lea to Church, did litter control on Boyd.

**Week of October 23<sup>rd</sup> through October 31<sup>st</sup>**

The crew painted on Mermod from Happy Valley bypass to Canal, crew cleaned up in the yard for the student council meeting, and lowboy to Albuquerque to pick up stone.

## 2023 Signs and Markings Division of the Street Department

Type of Sign	Repaired	Stripped	Replaced	Installed	Constructed
Stop Sig	06			10	
Warning Signs	01			02	02
Guide Signs				04	04
Street Marker Signs	03			10	
Regulatory Signs					06

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

- The Crew painted crosswalks on Guadalupe and Church Street.
- The Crew painted double yellow on Chapman from National Parks Highway to Thomason, Hidalgo from Standpipe to Boyd, 6<sup>th</sup> from Lea to Church, Mermod from Happy Valley to Canal.
- The Crew set up work zones for events at various locations.

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: 2023.11.08 13:55:03 -07'00'

Justin Ramos, Street Superintendent



## CEMETERY MONTHLY REPORT

October, 2023

	Carlsbad Cemetery(VA)	Santa Catarina	Sunset Gardens	Total
<b>Number of Interments:</b>	<b>11(1)</b>	<b>0</b>	<b>3</b>	<b>15</b>
Cremations (Columbarium, included)	4(1)	0	2(0)	6(1)
Babyland	1	0	0	1
Indigent	0	0	0	0
Saturday	1	0	2	3
Double Depth	1	0	0	1
<b>SUNDAY/Holiday</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Disinterment:	0	0	0	0
<b>Sale of Lots: (Columbaria, included)</b>	<b>19(0)</b>	<b>0</b>	<b>0</b>	<b>19(0)</b>
On Payment Plan:	0	0	0	0
Pre-Need: (Columbaria, included)	13(0)	0	0	13(0)
<b>Meetings:</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>Monument Permits:</b>	<b>0(0)</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Complaint/Incident Reports:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Vandalism				
Damaged Stone				
Sunken Grave				
Sunken Marker				
Theft				
Flowers				
Maintenance				
Other				
<b>Correspondence:</b>				



# **CITY OF CARLSBAD**

**FY 2023 - 2024**

## **DEPARTMENT OF UTILITIES**

**OCTOBER 2023**

*Ivan M. Abell, Director of Utilities*

# ENVIRONMENTAL SERVICES REPORT

## OCTOBER 2023

<b>Environmental Services:</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Calendar Year to Date</b>
State and Federal Environmental Violations by City	0	0	0
Environmental Assessments (CDBG, P&Z, Drilling)	0	0	0
Environmental Compliance Inspections	0	0	0
Criminal Complaints Filed	0	0	0
Environmental Projects or Programs	0	1	2
Grease Interceptors Inspections	0	0	0

<b>Laboratory:</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Calendar Year to Date</b>
<b>Municipal Water Sampling/Analysis:</b>			
Wellfield Chemical Characteristic Analysis	49	40	435
Partial Wellfield Chemical Characteristics	38	30	334
Monitoring Wells Chemical Analysis	5	5	35
Total Coliform Analysis	40	40	400
Fecal Coliform Analysis	0	0	0
Chlorine Residual Tests (DE)	22	21	216
Special Chemicals (BTEX, Ammonia, Nitrite)	0	0	0

<b>Municipal Wastewater Sampling/Analysis (Reads):</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Calendar Year to Date</b>
Chemical Oxygen Demand Tests	0	0	0
Biochemical Oxygen Demand	15	12	132
Total Suspended Solids Tests	15	12	132
Volatile Alkalinity Tests	0	0	0
E-Coli on Effluent	15	12	132
Metals/TCLP/PCB/M2 Sampling on Sludge	0	0	0
Fecal Coliform Analysis on Sludge (Compost)	0	2	5
Effluent Chemical Characteristic Analysis	1	1	10

<b>DMR Bench Sheet:</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Calendar Year to Date</b>
Influent BOD Avg. (Lbs.)	6,150	5,546	64,733
Effluent BOD Avg. (Lbs.)	47.05	22	977
BOD Removal (%)	99.30	100	985
Influent TSS Avg. (Lbs.)	8,872	5,900	74,956
Effluent TSS Avg. (Lbs.)	69.74	27	757
TSS Removal (%)	99.21	100	988

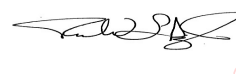
# ENVIRONMENTAL SERVICES REPORT OCTOBER 2023

<b>Private Well Analysis:</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Calendar Year to Date</b>
Total Coliform Analysis	54	43	443
Total Coliform Analysis (Construction)	4	0	10
Number of Positives for Confirmation	5	2	20
Chemical Characteristics Analysis	0	0	2
Environment Department Mediated Tests	0	0	0
Lake Carlsbad E-Coli Analysis Performed	0	0	95
Lake Carlsbad Beach Closures Due to Bacterial Count	0	0	0

<b>Golf Course (Reclaimed) Water Analysis (NMED Groundwater Discharge Permit):</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Calendar Year to Date</b>
Nitrate	4	4	43
Total Kjeldahl Nitrogen	0	0	0
Total Dissolved Solids	1	1	10
E-Coli Analysis	13	12	127
Chemical Characteristics	0	0	0
Other NMED-Required Testing (Chlorides, etc.)	1	1	10

**Remarks:**

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Digitally signed by Richard Aguilar  
 DN: cn=Richard Aguilar, o=City of Carlsbad,  
 ou=Env Services Lab,  
 email=rlaguilar@cityofcarlsbadnm.com, c=US  
 Date: 2023.11.08 09:03:46 -0700

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**Richard Aguilar,  
Environmental Srvs. Superintendent**

**Solid Waste Department Summary**

October 2023

	<u>This Month</u>	<u>Previous Month</u>	<u>Last Year</u>	<u>Calendar Year to Date</u>
<b>Garbage Collection (ARC)</b>				
Number of ARC Trucks in Operation	15 Of 25	18 of 25	17 of 18	
Tons Collected and Delivered to Landfill	2,253.97	2,124.74	1935.55	21,725.22
Number of Trips to Landfill	297	284	290	3012

<b>Residential and Commercial Services</b>				
Number of Residential Services	10,242	10187	10242	
Number of Commercial Services	1,003	990	1003	
Number of New Residential Services	10	24	10	245
Number of New Commercial Services	15	4	15	63

\*No Data Available

<b>Container Maintenance</b>				
Number of 3 CuYard Containers Repaired	34	26	189	295
Number of 3 CuYard Containers Replaced	1	1	42	66
Number of 1.5 CuYard Containers Repaired	0	0	11	2
Number of 1.5 CuYard Containers Replaced	0	0	2	2
Number of 96 gallon Containers Repaired	120	110	176	946
Number of Existing 96 gallon replaced	17	9	129	313
Number of 96 gallon Lids Replaced	25	25	172	325
Number of 96 gallon Wheels Replaced	95	85	110	621
Number of 1.5 CuYard Lids Repaired	0	0	6	4
Number of 3 CuYard Lids Repaired	7	0	46	39
Number of New 96 Gallon Roll-Out provided for new service	73	39	115	112

<b>Trash/Yard Waste Residential Collection (Grappler)</b>				
Number of Trucks in Operation	6 Of 6	5 of 5	4 of 5	
Tons of Trash Delivered to Landfill	205.28	166.57	229.14	1,794.47
Number of Trips to Landfill	72	60	62	604
Green Waste Collected and Delivered to WWTP (TONS)	0.00	0.00	0	0.00
Number of trips to WWTP	0	0	0	0



**Solid Waste Department Summary**

October 2023

	<u>This Month</u>	<u>Previous Month</u>	<u>Last Year</u>	<u>Calendar</u>
<b>Sandpoint Landfill Operation</b>				
Waste Received from Carlsbad (Tons)	4,531.54	3,984.55	4,158.16	45,145.98
Waste Received from Artesia (Tons)	1,948.71	1,921.67	1,818.62	21,923.47
Waste Received from Eddy County (Tons)	3,954.96	3,384.38	2,909.65	35,213.55
Waste Received from Others (Tons)	69.49	112.20	65.93	1,260.23
Tipping Fees received at Gate	\$6,275.26	\$4,037.77	7,872.86	\$58,770.63
Tipping fees Billed	\$118,754.50	\$104,718.27	97,660.23	\$1,153,453.88
Solid Waste Facility Permit Violations	0	0	0.00	0


<b>Convenience Station</b>				
Tons of Trash Collected and Delivered to Landfill	495.23	485.18	548.82	4,972.79
CuYards of Glass	0.00	0.00	0.00	0.00
Tons of Metal *No data available	25.24	14.70	11.34	161.52
Green Waste Collected and Delivered to WWTP (TONS)	0.00	0.00	0.00	0.00
Number of trips to WWTP	0	0	0.00	0

<b>Roll Off Rentals</b>				
Fees Billed	\$41,419.00	\$34,937.00	32,652.09	\$340,809.83
Tons of Refuse Collected and Delivered to Landfill	275.86	205.49	191.47	2,344.88
No. of 36 CuYard Containers Rented	5	0	0.00	5.00
No. of 30 CuYard Containers Rented	54	56	35.00	537.00
No. of 25 CuYard Containers Rented	0	0	0.00	0.00
No. of 15 CuYard Containers Rented	0	0	0.00	1.00

REMARKS: \* No Data Available



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 Albert Moisa, Solid Waste Superintendent  
  
 Date

# Carlsbad Municipal Water System Report

**Oct-23**

**Acres Ft.**

**Production Figures:**

**This Month**    **Previous Month**    **Year to Date**

Pumped from Sheep's Draw (Ac. Ft.)	621.07	819.91	7845.85
Water Imported from Double Eagle (Ac. Ft.)	23.82	15.61	565.10
Water delivered to Livestock (Ac. Ft.)	0.13	0.32	3.86
Water Sold to Apartments (Ac. Ft.)	15.97	18.21	137.46
Water Sold to Commercial Accounts (Ac. Ft.)	442.96	185.93	1847.73
Water Sold to Government Accounts (Ac. Ft.)	45.12	63.87	484.85
Water Sold to Industrial Accounts (Ac.Ft.)	0.13	0.09	1.17
Water Sold to Residential Accounts (Ac.Ft.)	507.34	662.04	5169.38
Record Only Accounts (Ac.Ft.)	1.78	2.69	15.43
Water Sold to Semi-Commercial Accounts (Ac.Ft.)	16.52	23.12	169.19
Safe Drinking Water Act Violations	0	0	0

**Wells:**

Number in Operation (Sheep's Draw) **	9/9	9/9	
KWH Consumed	490,960	653,200	6,286,040
Capitan Aquifer Level (Ft. from Surface @ #6)	391.00	393.50	
Number of New Water Services Installed	16	7	109

**Meters:**


Total in Service	12,736	12,723	
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**Fire Hydrants:**

In Service	879	879	
Out of Service	0	0	
Repaired	0	0	14

**Remarks:**

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Digitally signed by Ron Myers  
 DN: cn=RonMyers, o=City of Carlsbad,  
 ou=City Water Department, email=ronmyers@  
 cityofcarlsbad.com, c=US  
 Reason: I have reviewed this document  
 Location:  
 Date: 2023.11.09 07:14:40-0700  
 PowerPDF Editor Version: 12.0.1

Ron Myers, Superintendent

**CARLSBAD WATER SYSTEM WELL OPERATION  
Oct-23**

WELL	POWER CONSUMPTION X 400			WATER PRODUCTION X 1000				ENGINE HOUR CLOCK			WATER LEVELS			
	CURRENT MONTH	LAST MONTH	KWH CONSUMED	CURRENT MONTH	LAST MONTH	GALLONS PUMPED	ACRE FEET	CURRENT MONTH	LAST MONTH	HOURS RUN	GPM	STATIC	PUMPED per Hour Meter (gal)	gal/kwh
1	6264	6262	800	75,062	74,843	219,000	0.67	769.9	767.6	2.3	1,700		234,600	525
2	2399	2399	0	37,110	37,098	12,000	0.04	12519	12518.6	0.4	1,200		28,800	420
3	6670	6659	4,400	614,275	612,724	1,551,000	4.76	39543	39526.2	16.8	1,600		1,612,800	375
4	<b>23323</b>	23273	20,000	<b>842,082</b>	834,545	7,537,000	23.13	<b>54326.3</b>	54252.9	73.4	<b>1,700</b>		7,486,800	257
5	<b>22004</b>	21693	124,400	<b>1,549,532</b>	1,492,810	56,722,000	174.07	<b>65313.5</b>	64885.1	428.4	<b>2,000</b>		51,408,000	348
6	40997	40726	43,360	1,212,609	1,196,212	16,397,000	50.32		0	202.1	1,400		16,976,400	421
7	38253	37838	166,000	869,423	798,737	70,686,000	216.93	8048.4	7436.5	611.9	1,900		69,756,600	424
8	35716	35714	800	639,842	639,638	204,000	0.63	15820	15817.4	2.6	1,300		202,800	389
9	13361	13033	131,200	684,840	635,791	49,049,000	150.53		0	517.6	1,300		40,372,800	324
10														
TOTAL KWH CONSUMED			490,960	TOTAL PUMPED		202,377,000	621.07	TOTAL HOURS RUN		1,855.5	OIL		TOTAL CHLORINE USED	
											37.5		1,380	
Reservoir No. 4 Meter				Total Gallons Pumped Comparison				Total Rainfall			Notes			
Inlet This Month X 1000		5,477,879		THIS MONTH		202,377,000	621.07				Wells #4 and #5 on State Trust Land			
				LAST YEAR, SAME MONTH		160,745,000	493.31							
Inlet Last Month X 1000		5,276,498		DIFFERENCE		41,632,000	127.77							
Total Inlet		201,381,000		* corrected										



**MUNICIPAL WATER SYSTEM  
WATER RIGHTS PUMPED (C-76)  
ACRE FEET**

(9867 Acre Ft. Available Per Year)

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2002	297.16	268.70	440.91	704.96	958.06	1,066.88	1,341.56	1,074.79	774.52	485.05	280.99	155.99	7849.57
2003	270.84	203.99	505.94	1,064.03	1,206.94	1,122.78	1,343.98	1,076.39	775.41	685.53	305.27	409.57	8970.67
2004	385.42	439.36	489.06	680.19	948.71	1,063.84	1,068.05	798.52	772.40	451.14	364.15	414.64	7875.48
2005	332.30	318.24	425.71	655.91	878.61	1,123.12	1,338.81	773.36	830.12	609.54	478.07	445.90	8209.69
2006	395.24	416.50	606.61	799.07	1,145.49	1,165.26	1,141.96	699.68	536.40	574.84	453.79	372.30	8307.14
2007	386.96	350.66	480.44	665.57	629.51	1,062.65	841.31	964.52	740.42	672.37	485.02	446.90	7726.33
2008	452.24	668.55	705.92	934.92	1,060.06	1,454.74	1,040.96	900.29	768.43	684.45	505.09	456.16	9631.81
2009	458.70	519.36	694.55	871.85	1,095.02	1,202.19	951.06	980.82	809.14	666.16	529.67	420.61	9199.13
2010	422.56	352.26	539.69	327.39	1,150.19	1,219.15	848.31	1,057.28	738.68	677.68	503.09	461.84	8298.12
2011	474.73	536.44	800.88	973.90	1,238.89	1,355.98	1,423.54	1,226.62	886.11	776.71	540.43	454.95	10689.18
2012	466.85	431.44	701.69	810.10	828.11	1,185.27	901.47	1,013.28	806.85	652.17	480.34	461.15	8738.72
2013	423.91	412.36	633.53	822.91	947.12	1,047.09	800.86	925.05	727.29	611.46	451.84	377.93	8,181.35
2014	388.31	383.82	557.69	701.51	872.84	1,031.98	1,122.07	893.82	552.90	541.69	414.16	391.00	7,851.79
2015	428.54	369.38	490.96	711.13	732.60	903.17	919.01	994.43	789.98	522.56	432.59	418.96	7,713.31
2016	408.24	364.58	449.03	573.56	672.93	921.77	1,157.49	791.59	541.42	587.72	443.39	442.94	7,354.66
2017	394.41	415.24	615.73	768.14	921.14	883.20	1,007.00	726.66	715.10	536.59	482.95	484.39	7,950.55
2018	484.78	402.92	640.20	750.65	991.56	1,023.15	954.69	853.04	684.90	530.89	386.73	404.76	8,108.27
2019	392.03	408.30	501.88	712.74	920.31	919.36	931.82	860.57	880.60	570.04	425.02	400.18	7,922.85
2020	424.96	402.62	508.41	896.76	983.81	1,161.49	1,242.85	1,055.78	1,045.26	625.06	411.27	463.48	9,221.75
2021	368.52	418.64	712.43	726.13	809.60	837.98	793.40	764.24	715.36	652.05	455.84	403.35	7,657.54
2022	336.78	376.58	515.94	882.91	973.98	975.97	1,147.87	848.51	773.62	493.31	404.67	435.85	8,165.99
2023	330.74	313.20	484.97	823.91	916.36	1,079.94	1,232.41	1,223.34	819.91	621.07			7,845.85

Sheep Draw Water Pumped - Acre Feet 9867 Acre Feet Available Per Year

Difference

	January	February	March	April	May	June	July	August	September	October	November	December	Total	
													9867	
1999	259.97	275.11	485.12	694.64	798.54	839.80	903.86	1,102.11	751.40	534.43	395.59	253.70	7,294.27	2,572.73
Total		535.08	1,020.20	1,714.84	2,513.38	3,353.18	4,257.04	5,359.15	6,110.55	6,644.98	7,040.57	7,294.27		
2000	303.85	377.05	592.71	710.82	1,063.12	1,168.66	1,072.41	1,134.64	886.90	487.13	260.33	278.46	8,336.08	1,530.92
Total		680.90	1,273.61	1,984.43	3,047.55	4,216.21	5,288.62	6,423.26	7,310.16	7,797.29	8,057.62	8,336.08		
2001	379.10	340.60	389.50	714.80	1,129.68	1,083.53	1,341.71	1,074.96	612.54	662.35	356.80	276.27	8,361.84	1,505.16
Total		719.70	1,109.20	1,824.00	2,953.68	4,037.21	5,378.92	6,453.88	7,066.42	7,728.77	8,085.57	8,361.84		
2002	297.16	268.70	440.91	704.96	958.06	1,066.88	1,341.56	1,074.79	774.52	485.05	280.99	155.99	7,849.57	2,017.43
Total		565.86	1,006.77	1,711.73	2,669.79	3,736.67	5,078.23	6,153.02	6,927.54	7,412.59	7,693.58	7,849.57		
2003	270.84	203.99	505.94	1,064.03	1,206.94	1,122.78	1,343.98	1,076.39	775.41	685.53	305.27	409.57	8,970.67	896.33
Total		474.83	980.77	2,044.80	3,251.74	4,374.52	5,718.50	6,794.89	7,570.30	8,255.83	8,561.10	8,970.67		
2004	385.42	439.36	489.06	680.19	948.71	1,063.84	1,068.05	798.52	772.40	451.14	364.15	414.64	7,875.48	1,991.52
Total		824.78	1,313.84	1,994.03	2,942.74	4,006.58	5,074.63	5,873.15	6,645.55	7,096.69	7,460.84	7,875.48		
2005	332.30	318.24	425.71	655.91	878.61	1,123.12	1,338.81	773.36	830.12	609.54	478.07	445.90	8,209.69	1,657.31
Total		650.54	1,076.25	1,732.16	2,610.77	3,733.89	5,072.70	5,846.06	6,676.18	7,285.72	7,763.79	8,209.69		
2006	395.24	416.50	606.61	799.07	1,145.49	1,165.26	1,141.96	699.68	536.40	574.84	453.79	372.30	8,307.14	1,559.86
Total		811.74	1,418.35	2,217.42	3,362.91	4,528.17	5,670.13	6,369.81	6,906.21	7,481.05	7,934.84	8,307.14		
2007	386.96	350.66	480.44	665.57	629.51	1,062.65	841.31	964.52	740.42	672.37	485.02	446.90	7,726.33	2,140.67
Total		737.62	1,218.06	1,883.63	2,513.14	3,575.79	4,417.10	5,381.62	6,122.04	6,794.41	7,279.43	7,726.33		
2008	452.24	668.55	705.91	934.92	1,060.06	1,454.74	1,040.96	900.29	768.43	684.45	505.09	456.16	9,631.80	235.20
Total		1,120.79	1,826.70	2,761.62	3,821.68	5,276.42	6,317.38	7,217.67	7,986.10	8,670.55	9,175.64	9,631.80		
2009	458.70	519.36	694.55	871.85	1,095.02	1,202.19	951.06	980.82	809.14	666.16	529.67	420.61	9,199.13	667.87
Total		978.06	1,672.61	2,544.46	3,639.48	4,841.67	5,792.73	6,773.55	7,582.69	8,248.85	8,778.52	9,199.13		

Sheep Draw Water Pumped - Acre Feet 9867 Acre Feet Available Per Year

Difference

	January	February	March	April	May	June	July	August	September	October	November	December	Total	
														9,867.00
2011	474.73	536.44	800.88	973.90	1,238.89	1,355.98	1,423.54	1,226.62	886.11	776.71	540.43	454.95	10,689.18	-822.18
Total		1,011.17	1,812.05	2,785.95	4,024.84	5,380.82	6,804.36	8,030.98	8,917.09	9,693.80	10,234.23	10,689.18		
2012	466.85	431.44	701.69	810.10	828.11	1,185.27	901.47	1,013.28	806.85	652.17	480.34	461.15	8,738.72	1,128.28
Total		898.29	1,599.98	2,410.08	3,238.19	4,423.46	5,324.93	6,338.21	7,145.06	7,797.23	8,277.57	8,738.72		
2013	423.91	412.36	633.53	822.91	947.12	1,047.09	800.86	925.05	727.29	611.46	451.84	377.93	8,181.35	1,685.65
Total		836.27	1,469.80	2,292.71	3,239.83	4,286.92	5,087.78	6,012.83	6,740.12	7,351.58	7,803.42	8,181.35		
2014	388.31	383.82	557.69	701.51	872.84	1,031.98	1,122.07	893.82	552.90	541.69	414.16	391.00	7,851.79	2,015.21
Total		772.13	1,329.82	2,031.33	2,904.17	3,936.15	5,058.22	5,952.04	6,504.94	7,046.63	7,460.79	7,851.79		
2015	482.54	369.38	490.96	711.13	732.60	903.17	919.01	994.43	789.98	522.56	432.59	418.96	7,767.31	2,099.69
Total		851.92	1,342.88	2,054.01	2,786.61	3,689.78	4,608.79	5,603.22	6,393.20	6,915.76	7,348.35	7,767.31		
2016	408.24	364.58	449.03	573.56	672.93	921.77	1,157.49	791.59	541.42	587.72	443.39	442.94	7,354.66	2,512.34
Total		772.82	1,221.85	1,795.41	2,468.34	3,390.11	4,547.60	5,339.19	5,880.61	6,468.33	6,911.72	7,354.66		
2017	394.41	415.24	615.73	768.14	921.14	883.20	1,007.00	726.66	715.10	536.59	482.95	484.39	7,950.55	1,916.45
Total		809.65	1,425.38	2,193.52	3,114.66	3,997.86	5,004.86	5,731.52	6,446.62	6,983.21	7,466.16	7,950.55		
2018	484.78	402.92	640.20	750.65	991.56	1,023.15	954.69	853.04	684.90	530.89	386.73	404.76	8,108.27	1,758.73
Total		887.70	1,527.90	2,278.55	3,270.11	4,293.26	5,247.95	6,100.99	6,785.89	7,316.78	7,703.51	8,108.27		
2019	392.03	408.30	501.88	712.74	920.31	919.37	931.82	860.57	880.60	570.04	425.02	400.18	7,922.86	1,944.14
Total		800.33	1,302.21	2,014.95	2,935.26	3,854.63	4,786.45	5,647.02	6,527.62	7,097.66	7,522.68	7,922.86		
2020	438.73	387.20	523.69	928.40	1,015.17	1,177.81	1,120.57	1,062.19	1,066.47	539.88	430.40	463.48	9,153.99	713.01
Total		825.93	1,349.62	2,278.02	3,293.19	4,471.00	5,591.57	6,653.76	7,720.23	8,260.11	8,690.51	9,153.99		
2021	368.01	418.64	712.43	726.13	809.60	837.98	793.40	764.24	715.36	652.05	455.84	403.35	7,657.03	2,209.97
Total		786.65	1,499.08	2,225.21	3,034.81	3,872.79	4,666.19	5,430.43	6,145.79	6,797.84	7,253.68	7,657.03		
2022	336.78	376.58	515.94	882.91	973.98	975.97	1,147.87	848.51	773.62	493.31	404.67	435.85	8,165.99	1,701.01
Total		713.36	1,229.30	2,112.21	3,086.19	4,062.16	5,210.03	6,058.54	6,832.16	7,325.47	7,730.14	8,165.99		
2023	330.74	313.20	484.97	823.91	916.36	1,079.94	1,232.41	1,223.34	819.91	621.07			7,845.85	2,021.15
Total		643.94	1,128.91	1,952.82	2,869.18	3,949.12	5,181.53	6,404.87	7,224.78	7,845.85	7,845.85	7,845.85		

**MUNICIPAL WATER SYSTEM  
WATER SOLD  
ACRE FEET**

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2002	361.07	373.67	374.24	527.03	956.91	1164.77	996.81	977.93	1153.18	607.92	431.21	301.17	8225.93
2003	391.07	304.91	404.05	598.44	999.69	1030.55	1061.59	1169.02	1046.52	731.67	559.33	342.90	8639.75
2004	418.82	310.23	337.47	479.72	685.58	983.31	984.35	814.65	763.90	475.02	413.97	302.17	6969.19
2005	368.27	275.02	299.95	503.81	693.61	840.97	1296.63	886.95	754.89	658.48	468.42	377.74	7424.74
2006	414.11	677.07	450.26	678.99	725.58	1280.61	1083.09	705.47	564.79	572.49	430.08	334.08	7916.62
2007	354.13	318.22	380.07	437.50	653.63	756.31	899.69	774.47	896.99	541.76	530.36	344.60	6887.72
2008	326.32	375.13	413.71	627.22	842.55	1025.43	943.54	855.66	605.32	559.79	494.03	0.00	7068.68
2009	439.03	352.25	614.56	2321.13	1268.55	1211.80	1099.85	927.66	1030.30	765.46	976.92	564.86	11572.39
2010	567.77	471.98	547.89	757.41	1272.59	1066.67	1081.09	913.03	1105.63	1031.30	950.35	786.38	10552.09
2011	444.27	760.40	774.56	1233.94	1338.54	1352.52	1717.55	1405.40	1347.32	924.66	874.25	677.51	12850.91
2012	565.38	642.97	581.75	926.04	848.01	1000.31	1440.24	1151.94	1237.78	866.01	865.02	670.56	10796.01
2013	616.99	671.05	645.27	975.32	1,049.04	1,249.35	944.16	951.65	1,058.15	785.76	592.98	469.93	10009.65
2014	475.55	470.88	507.96	653.04	920.21	1,041.43	1,157.15	978.54	953.20	558.14	550.55	417.07	8683.72
2015	554.03	282.77	520.21	624.18	758.14	800.23	985.58	863.21	1,068.91	639.91	478.42	448.68	8024.27
2016	456.11	302.09	482.13	615.67	708.66	828.42	1,071.60	820.33	623.25	460.13	368.12	305.64	7042.15
2017	389.78	306.60	440.10	639.30	654.47	838.50	1,049.46	698.97	675.47	504.34	369.98	684.50	7251.47
2018	422.34	332.74	345.80	670.09	971.05	975.33	966.38	858.30	871.28	451.67	438.60	355.77	7659.35
2019	393.08	359.27	350.49	565.35	639.70	890.80	994.24	830.84	887.72	711.06	476.89	347.64	7447.08
2020	336.09	374.53	311.89	657.80	838.33	1,080.68	1,158.21	1,069.16	1,120.70	917.05	479.84	350.70	8694.98
2021	414.83	317.62	365.17	767.91	768.47	825.78	709.15	954.68	597.34	740.70	354.75	355.25	7171.65
2022	367.25	360.67	349.75	693.40	752.88	1,174.27	944.39	940.34	746.92	652.02	422.08	417.17	7821.14
2023	415.22	425.35	388.23	673.31	718.62	934.58	1,252.39	1,033.06	956.03	1,031.98			7828.77

\* No info available due to transition of new billing system.

## MUNICIPAL WATER SYSTEM METERS IN SERVICE

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2002	10,385	10,398	10,360	10,396	10,485	10,486	10,492	10,479	10,512	10,468	10,448	10,534
2003	10,453	10,420	10,550	10,505	10,549	10,682	10,604	10,670	10,688	10,631	10,586	10,606
2004	10,608	10,541	10,617	10,624	10,627	10,678	10,700	10,730	10,671	10,672	10,684	10,597
2005	10,581	10,552	10,635	10,618	10,645	10,733	10,757	10,747	10,725	10,695	10,692	10,669
2006	10,676	10,669	10,663	10,704	10,687	10,759	10,720	10,746	10,739	10,711	10,670	10,645
2007	10,633	10,661	10,679	10,717	10,726	10,814	10,801	10,786	10,740	10,735	10,761	10,753
2008	10,804	10,784	10,809	10,826	10,836	10,880	10,861	10,875	10,820	10,758	10,713	
2009	10,747	10,881	11,126	11,179	11,156	11,232	11,160	11,184	11,158	11,169	11,182	11,107
2010	11,132	11,105	11,201	11,157	11,208	11,221	11,216	11,225	11,201	11,205	11,184	11,165
2011	11,271	11,292	11,256	11,270	11,281	11,349	11,331	11,333	11,327	11,300	11,267	11,224
2012	11,249	11,229	11,277	11,305	11,333	11,353	11,368	11,370	11,319	11,332	11,344	11,321
2013	11,290	11,361	11,415	11,405	11,412	11,450	11,488	11,527	11,507	11,478	11,482	11,442
2014	11,501	11,709	11,803	11,807	11,848	11,893	11,919	11,988	12,001	12,022	11,892	11,993
2015	11,865	11,871	11,916	12,014	11,957	12,153	12,062	12,087	12,020	11,968	11,825	11,978
2016	11,854	12,116	12,166	12,125	12,143	12,224	12,170	12,219	12,162	12,076	11,979	11,948
2017	12,053	12,014	12,173	12,213	12,173	12,223	12,205	12,376	12,213	12,300	12,204	12,288
2018	12,315	12,307	12,329	12,384	12,452	12,531	12,472	12,479	12,467	12,408	12,577	12,352
2019	12,440	12,386	12,556	12,508	12,653	12,656	12,698	12,827	12,644	12,804	12,708	12,653
2020	12,769	12,731	12,859	12,827	12,844	12,926	12,912	13,057	12,996	13,265	12,812	12,799
2021	12,830	12,920	12,945	13,205	13,026	13,162		*	*	*	*	*
2022	*	*	*	*	*	*	*	*	*	*	*	12,980
2023	12,572	12,604	12,610	12,646	12,627	12,676	12,706	12,717	12,723	12,736		

\* No info available due to transition of new billing system.

**AIRPORT WELLS  
WATER RIGHTS PUMPED  
ACRE FEET**

(61.24 Acre Ft. Available Per Year)

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2012	0.59	0.62	1.08	0.83	1.83	3.64	2.31	3.67	2.27	2.01	1.67	1.87	22.41
2013	0.89	2.32	2.26	1.18	1.28	1.73	1.9	3.69	2.01	2.62	1.99	1.06	22.93
2014	1.86	0.73	1.04	1.55	0.66	0.20	3.17	0.96	0.37	1.89	0.80	0.61	13.84
2015	0.03	0.07	0.03	1.02	1.59	2.47	2.57	2.96	2.13	1.35	2.46	1.57	18.25
2016	1.14	2.21	3.25	3.48	2.43	1.45	0.064	0.031	0.002	0.016	0.00	0.058	14.13
2017	0.07	0	0.16	0.31	0	0.51	0.55	0.022	0.00	0	0.18	0.14	1.94
2018	0.00	0.07	0.06	0.082	0.303	0.00	0.002	0.002	0.002	0.002	0.001	0.002	0.53
2019	0.00	0.023	0.36	0.56	1.17	2.72	2.13	2.67	2.60	2.60	1.33	1.99	18.15
2020	0.48	1.04	0.49	1.47	0.61	1.37	0	0.99	1.55	2.03	0.46	0.35	10.84
2021	0.77	0.34	0.45	0.71	0.94	2.01	1	1.56	0.92	0.83	1.21	0.61	11.35
2022	0.89	0.62	0.95	0.27	0.21	0.33	0.9	0.08	0.12	0.01	0.03	0	4.41
2023	0.00	0.00	0.00	0.40	0.52	3.75	3.61	1.76	0.09	0.08			10.21

**AIRPORT WELLS  
WATER SOLD  
ACRE FEET**

2011	1.18	1.09	3.76	3.87	3.32	3.91	3.32	1.69	3.5	3.25	3.99	0.81	33.69
2012	2.36	2.65	3.77	3.84	1.27	3.02	2.66	4.22	2.62	2.3	2.65	1.28	32.64
2013	1.32	1.11	0.88	0.49	0.64	1.67	1.78	2.70	1.22	0.97	1.20	0.95	14.93
2014	1.15	0.05	1.51	0.82	0.07	0	0.44	0.27	0.01	0.02	0.01	0.01	4.36
2015	0.01	0	0	0	0	1.04	1.78	3.12	1.12	1.60	2.07	1.25	11.99
2016	1.4	2.14	2.86	3.35	2.18	1.22	0.04	0.03	0	0.02	0	0	13.235
2017	0	0	0.15	0	0	0.48	0.53	0.00	0	0.00	0.00	0	1.16
2018	0	0	0	0	0	0	0	0.00	0	0.00	0.00	0	0
2019	0	0	0.33	0.052	0	0.031	0.031	0.00	0.37	0.29	0.51	0.08	1.694
2020	0.04	6.27	0.38	1.21	0.58	1.17	0.31	0.00	1.5	1.75	0.40	0.29	13.9
2021	0.84	0.17	0.42	0.73	0.92	1.9	1.36	1.26	1.17	0.64	0.95	0.79	11.15
2022	*	*	*	*	*	*	*	*	*	*	*	*	0
2023	0	0	0	0	0.73	0.55	1.35	3.70	0.95	0.15			7.43

Note: Water Sold Report is always one month behind.

\*no info available

**WATER CUTOFFS**

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2012		227	231	299	198	270	216	274	219	504	293	408	3139
2013	260	309	321	438	267	362	267	315	236	254	362	291	3682
2014	343	360	433	239	353	185	363	399	288	373	484	307	4127
2015	397	254	252	355	256	273	299	303	266	307		535	3497
2016	414	440	298	297	360	239	345	163	177	212	240	172	3357
2017	268	210	265	279	158	231	170	195	166	228	221	177	2568
2018	241	301	120	139	235	153	227	152	206	216	368	199	2557
2019	257	270	334	143	238	147	222	251	235	256	341	217	2911
2020	172	172	235	0	0	0	0	0	0	643	0	0	1222
2021	0	0	0	428	341	255	0	0	0	0	0	0	1024
2022	0	0	797	324	394	345	457	285	276	0	0	0	2878
2023	506	275	291	318	305	277	319	232	223	248			2994

**SHOOTING RANGE WELL  
WATER RIGHTS PUMPED  
ACRE FEET**

(3 Acre Ft. Available Per Year)

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2013	0.05	0.03	0.12	0.16	0.18	0.28	0.21	0.32	0.16	0.20	0.08	0.05	1.84
2014	0.07	0.10	0.16	0.10	0.13	0.29	0.34	0.31	0.17	0.18	0.11	0.10	2.06
2015	0.08	0.07	0.12	0.12	0.11	0.12	0.12	0.26	0.21	0.12	0.08	0.09	1.50
2016	0.07	0.08	0.10	0.07	0.10	0.22	0.16	0.09	0.04	0.04	0.037	0.031	1.04
2017	0.009	0.01	0.03	0.02	0.04	0.10	0.04	0.055	0.046	0.05	0.03	0.034	0.47
2018	0.04	0.02	0.04	0.02	0.02	0.03	0.02	0.03	0.025	0.025	0.034	0.058	0.37
2019	0.061	0.05	0.06	0.05	0.03	0.03	0.01	0.02	0.02	0.02	0.086	0.080	0.51
2020	0.003	0.00	0	0	0.00	0.00	0.05	0.06	0.06	0.043	0.043	0.000	0.26
2021	0	0	0	0	0.00	0.03	0.02	0.02	0.09	0.03	0.02	0.04	0.25
2022	0.01	0.01	0.02	0.02	0.02	0.01	0.2	0.01	0.02	0.02	0.02	0.02	0.38
2023	0.01	0.02	0.02	0.02	0.06	0.02	0.02	0.02	0.02	0.02			0.23

**SUNSET GARDEN WELL  
WATER RIGHTS PUMPED  
ACRE FEET**

(28.2 Acre Ft. Available Per Year)

2012											10.75	0	10.75
2013	0.00	0.00	0.00	1.51	4.53	4.47	2.98	5.09	1.73	0.51	0.00	0.00	20.82
2014	0.00	0.00	0.00	0.00	0.00	0.00	6.81	2.58	0.53	0.00	0.00	0.00	9.92
2015	0.00	0.00	0.07	2.68	2.84	1.93	1.13	2.72	4.71	1.47	2.17	0.26	19.98
2016	0.13	1.89	3.37	4.30	4.49	4.11	4.66	0.82	0.00	0.00	0.00	0.00	23.77
2017	0.00	0.00	2.60	3.92	3.87	3.63	4.18	2.97	0.33	0.00	0.00	1.38	22.88
2018	0.00	0.07	0.00	1.48	3.53	3.74	1.57	3.46	2.79	1.00	0.00	0.00	17.64
2019	0.00	0.00	0.04	2.56	4.36	4.57	2.72	4.60	3.06	1.04	0.28	0.00	23.23
2020	0.13	0.55	1.06	2.53	3.77	1.58	3.97	3.97	3.81	2.46	0.78	0.29	24.90
2021	0.0045	0.00	1.06	2.23	3.09	3.29	3.36	2.23	2.60	1.07	1.49	1.41	21.84
2022	0.03	0.00	0.31	1.88	3.20	3.74	3.45	2.60	2.30	0.64	0.47	0.70	19.32
2023	0.00	0.02	0.73	2.40	3.43	3.49	0.83	3.03	2.09	0.81			16.83

**WOOD FARM WELLS**

1,000,000 325850

\*1,000,000 /325850 Formula do not delete

2011	0.08	0.90	11.80	9.78	22.64	22.54	18.60	19.88	37.60	8.30	2.20	0.02	154.34
2012	0.00	4.81	9.11	11.16	11.79	18.76	10.00	11.69	15.24	1.89	0.05	0.64	95.13
2013	0.35	0.61	7.29	12.51	16.04	16.64	10.62	16.57	8.61	4.90	2.34	0.27	96.75
2014	1.36	1.79	6.64	10.62	16.04	22.07	21.01	13.50	3.31	4.42	0.12	0.25	101.13
2015	0.29	1.31	4.58	13.01	37.20	2.17	11.54	20.96	8.74	1.62	0.44	0.55	102.41
2016	0.27	2.67	14.42	13.03	22.09	30.57	33.17	15.94	8.18	15.31	1.38	1.44	158.47
2017	1.62	0.93	11.50	17.68	24.58	29.33	29.59	11.05	14.91	8.18	1.56	1.43	152.36
2018	5.02	3.40	12.61	15.47	26.22	28.31	27.69	24.12	34.65	5.79	11.50	1.96	196.74
2019	4.11	2.42	0.01	14.42	49.65	0.70	25.05	21.72	26.74	13.96	7.00	7.03	172.81
2020	1.14	3.17	12.31	28.72	29.58	30.38	32.01	27.83	27.48	11.13	10.67	5.49	219.91
2021	6.43	4.67	13.65	12.36	10.29	18.34	18.00	12.59	17.68	14.25	9.66	0.00	137.92
2022	1.30	2.77	10.51	18.12	17.91	21.45	25.31	19.20	11.97	11.94	10.19	5.43	156.10
2023	10.89	6.93	13.21	15.06	19.29	27.86	35.38	30.59	17.55	10.27			187.03

# Water Department Summary

## Double Eagle Water System

### Oct-23

**Acre Ft.**

**Production Figures:** This Month Previous Month Year to Date

Water:

	<u>This Month</u>	<u>Previous Month</u>	<u>Year to Date</u>
Pumped from Double Eagle (Ac. Ft.)	73.24	55.22	1,045.92
<b>Water Exported to Carlsbad Municipal System</b>	<b>23.82</b>	<b>15.61</b>	<b>565.10</b>
Water delivered to "Paying Livestock Water" Customers (Ac. Ft.)	0.40	0.32	4.63
Water delivered to "Free Livestock Water" Customers (Ac. Ft.)	0.97	0.72	10.66
Water sold to "Governmental Domestic Water" Customers (Ac. Ft.)	0.45	0.35	4.47
Water sold "Commercial Domestic Water" Customers (Ac. Ft.)	0.02	0.03	0.62
Water sold to "Industrial Water" customers (Ac. Ft.)	4.33	5.78	58.19
Water delivered to WIPP (Ac. Ft.)	1.33	2.45	15.00
Water Used by CSW - New Well Const.	0	0	0.00
Safe Drinking Water Act Violations	0	0	0.00

Wells:

Wells in Operation	22	21	
KWH consumed*	71,331	54,437	993,675
Total No. of Wells	23	23	
Ogallala Aquifer Level at Hudson 1	127.06	124.70	
Tatum Aquifer Level	118.29	118.85	
Meters in Service	66	66	

**Distribution Figures:**

Transmission Lines:

Line Extension (feet)	0	0	0
Line Replacement (feet)	0	0	80
Leaks (Main Lines)	5	5	63
Leaks (Service Lines)	0	0	0
Number of Isolating Valves Operated	0	2	28
Number of Isolating Valves Serviced	0	0	0
Number of Pressure Reducing Valves Serviced	2	4	8
Number of Air Relief Valves Serviced	0	0	0
		0	0

Remarks:

Wells Down - C-3, AMB-1, AMB-3, CR-16, CR-17, C2
* Not available
** No info available due to billing transitioning to new system.

*Ron Myers*

Ron Myers, Water Superintendent



**Double Eagle Well Operation  
Oct-23**

Well	Status	Water Production				Power Consumption			Motor Hours			Well Information		
		Present Read	Previous Read	Water Pumped		Present Read	Previous Read	KWH	Current	Previous	Hours Run	Avg GPM	Static Water Elevation	Pumping Elevation
				Gallons	Acre Ft.									
AMBASSADOR # 1	Neptune/ Trident											off		
AMBASSADOR # 4	Well Inoperable													
AMBASSADOR # 3	Well Inoperable					7,919	7,719	200				off		
C-11	McCrometer	46,458,365	46,001,376	456,989	1.40	162,669	160,636	2,033						
C-10	McCrometer	43,126,051	42,489,797	636,254	1.95	200,012	197,166	2,846						
C-6	Mc Crometer	50,971,380	49,332,824	1,638,556	5.03	554,550	550,101	4,449	21,888.4	21,736.9	151.5	140		
CAPROCK # 19	Mc Crometer Mag	34,281,545	34,281,454	91	0.00	32,250	32,186	64	16,557.7	16,557.6	0.1	25		
CAPROCK # 13	Mc Crometer	104,506,205	98,206,023	6,300,182	19.33	220,925	207,973	12,952	21,753.3	21,047.1	706.2	140		
C-9	McCrometer	37,046,548	34,914,744	2,131,804	6.54	150,270	145,779	4,491		0.0				
CAPROCK # 20	Sensus/ Omni	100,067,504	96,721,654	3,345,850	10.27	224,666	217,415	7,251	12,050.7	11,661.2	389.5	150		
CAPROCK # 10	Mc Crometer	2,024,220	560,214	1,464,006	4.49	120,581	116,445	4,136	315.8	84.4	231.4	90		
C-8	McCrometer	48,924,502	48,400,950	523,552	1.61	143,423	141,748	1,675		0.0				
C-7	McCrometer	28,285,778	28,001,291	284,487	0.87	104,191	103,278	913		0.0				
CAPROCK # 18	Sensus/ Omni	1,242,148	810,908	431,240	1.32	53,157	51,815	1,342	12,016.1	11,917.4	98.7	90		
CAPROCK # 6	Neptune/ Trident	144,134,052	144,133,437	615	0.00	84,615	84,499	116	29,178.7	29,178.7	0	105		
CAPROCK # 4	McCrometer	37,863,674	37,570,662	293,012	0.90	60,028	58,989	1,039	16,098.7	15,973.0	125.7	45		
CAPROCK # 1	Mc Crometer	39,094,920	38,730,022	364,898	1.12	149,177	148,055	1,122	19,516.1	19,336.9	179.2	30		
Frontier # 2	Mc Crometer	43,928,608	43,094,025	834,583	2.56	7,440	5,365	2,075	18,871.9	18,528.8	343.1	30		
Frontier # 1	Sensus/ Omni	44,295,593	44,285,348	10,245	0.03	1,683	1,597	86	27,273.7	27,271.2	2.5	50		
FRONTIER # 3	Mc Crometer	191	0	191	0.00	1	0	1	14,863.2	14,863.2	0	140		
C-2	Mc Crometer	18,122,436	18,083,631	38,805	0.12	36,916	36,916	0	0.0	0.0	0	160		
HUDSON # 1	Octave	22,302,722	20,551,517	1,751,205	5.37	246,704	242,863	3,841	11,647.1	11,345.3	301.8	130		
CAPROCK # 14	Mc Crometer	58,546,134	57,392,107	1,154,027	3.54	49,440	49,440	0	9,822.9	9,681.2	141.7	110		
CAPROCK # 15A	Mc Crometer	1,063	0	1,063	0.00	2,166	2,076	90	10,018.6	10,018.6	0	130		
CAPROCK # 21	Mc Crometer	77,568,858	75,366,288	2,202,570	6.76	201,741	195,553	6,188	14,797.8	14,377.5	420.3	65		
C-1	Mc Crometer	55,200,653	55,200,653	0	0.00	115,019	113,639	1,380	17,484.3	17,412.4	71.9	110		
CAPROCK # 2	Well Inoperable													
CAPROCK # 3	Well Inoperable													
CAPROCK # 5	Well Inoperable													
C-5	Well Inoperable													
C-4	Mc Crometer													
C-3	Mc Crometer													
CAPROCK # 17	Mc Crometer											80		
CAPROCK # 16	Mc Crometer											off		
Boosters		9,866,615	9,866,615	0	0.00	228,608	215,609	12,999	10999.9	10999.9	0			
2 MG RESERVOIR						1,281	1,239	42						
Totals				23,864,225	73.24			71,331			3163.60			

Meter Reads in Barrels  
 Ambassadors #1 & #3 - Wells Inoperable  
 C-3, & Caprock #16 - Wells Inoperable  
 Meter Changed Out  
 Meter removed.

**DOUBLE EAGLE WATER SYSTEM  
WATER RIGHTS PUMPED  
ACRE FEET**

7648 Acre Ft. Available Per Year

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2003	122.27	104.02	106.63	131.16	131.94	108.31	137.27	122.89	129.50	122.80	83.40	125.20	1,425.39
2004	94.10	99.14	108.96	88.59	85.29	104.91	80.47	96.62	108.99	99.07	84.00	132.98	1,183.12
2005	81.06	73.83	91.00	90.00	110.71	129.71	103.80	125.81	89.55	91.54	92.55	103.75	1,183.31
2006	99.66	92.01	109.29	75.35	137.85	132.18	86.22	98.53	96.51	96.88	103.45	82.69	1,210.62
2007	73.12	78.65	99.85	73.60	97.46	93.25	114.77	141.58	113.26	111.06	98.79	109.92	1,205.31
2008	108.28	117.41	93.89	110.54	91.87	107.59	103.60	134.80	114.37	126.79	119.45	139.80	1,368.39
2009	115.53	83.87	105.70	112.09	109.80	124.02	128.01	105.62	101.64	134.59	96.48	98.93	1,316.28
2010	98.23	113.03	134.55	139.75	121.56	152.79	139.33	180.08	160.27	158.58	167.75	151.88	1,717.80
2011	171.89	131.01	144.73	160.28	185.57	170.30	157.83	137.34	139.25	135.26	137.58	117.98	1,789.02
2012	112.77	108.16	110.15	110.62	111.76	186.92	141.80	163.02	72.61	134.45	161.72	175.64	1,589.62
2013	164.38	146.44	142.20	145.50	142.80	124.28	97.54	94.88	109.18	103.89	93.63	85.58	1,450.30
2014	85.93	86.42	87.69	97.98	125.16	108.77	144.13	120.58	98.47	114.24	102.38	107.72	1,279.47
2015	89.83	63.29	89.61	87.98	64.58	50.44	70.24	51.81	37.52	33.59	30.08	30.07	699.04
2016	30.64	38.22	36.18	26.75	28.85	34.75	32.22	33.35	23.61	26.72	29.06	31.03	371.38
2017	25.7	35.61	28.01	23.74	32.89	38.88	31.35	39.17	34.97	35.18	35.9	30.94	392.34
2018	40.13	23.75	34.02	35.14	39.33	42.3	31.46	43.72	38.41	37.23	35.01	31.7	432.20
2019	38.5	31.43	38.88	47.10	47.95	27.52	54.21	65.54	52.22	48.53	47.46	38.97	538.31
2020	33.11	23.96	37.75	38.84	68.02	54.59	77.21	59.61	62.09	51.36	93.76	34.66	634.96
2021	62.14	65.22	46.43	96.87	69.61	96.94	91.63	56.41	120.17	121.64	87.7	85.52	1,000.28
2022	68.37	81.29	92.93	110.89	112.75	115	78.14	79.49	131.9	119.22	93.76	138.36	1,222.10
2023	108.02	142.18	195.09	128.58	88.51	93.44	86.57	75.07	55.22	73.24			1,045.92

**DOUBLE EAGLE WATER SYSTEM  
WATER SOLD/PROVIDED  
ACRE FEET**

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2003	103.16	118.81	92.16	100.16	106.02	121.98	117.48	118.48	96.98	96.27	117.92	65.14	1,255
2004	77.06	132.54	98.28	113.37	95.77	156.29	95.71	102.28	75.52	133.76	82.88	78.70	1,242
2005	95.53	53.68	62.88	76.56	70.95	68.86	107.91	88.42	76.59	66.83	88.31	60.69	917
2006	68.06	68.09	64.04	74.07	54.60	73.13	70.56	65.77	63.28	71.94	70.15	67.72	811
2007	63.47	71.20	43.33	64.06	81.36	83.03	80.18	72.46	89.35	38.88	49.77	115.89	853
2008	73.31	54.99	170.85	58.17	113.89	87.58	112.17	93.30	54.07	113.46	87.57	0.00	1,019
2009	133.68	134.89	193.91	128.57	124.42	147.29	149.87	144.41	403.39	204.34	216.64	205.47	2,187
2010	166.20	147.23	156.74	206.90	262.81	159.74	235.21	209.27	261.26	289.04	249.98	202.71	2,547
2011	273.88	296.83	197.17	305.62	293.17	356.46	306.39	341.59	373.96	299.28	332.79	115.34	3,492
2012	70.53	108.07	365.95	127.64	147.59	169.53	110.81	151.82	168.33	94.88	158.73	145.76	1,820
2013	304.62	105.90	114.03	89.49	91.59	72.45	66.60	67.58	58.66	52.40	62.94	49.32	1,136
2014	60.02	54.78	73.24	66.94	80.62	76.05	68.73	80.55	75.86	58.67	67.36	63.32	826
2015	59.07	47.81	31.75	28.16	38.17	18.94	17.79	19.48	17.51	11.21	9.04	8.54	307
2016	11.61	8.13	9.02	7.07	5.58	4.20	7.95	6.37	7.11	4.21	3.57	3.61	78
2017	4.28	4.14	3.55	4.95	3.85	8.38	7.79	4.46	4.83	3.69	4.76	7.98	63
2018	6.59	9.34	3.65	6.59	7.74	7.76	11.90	10.94	10.64	4.89	8.53	4.29	93
2019	8.82	6.04	3.21	5.81	9.53	6.98	9.20	9.01	13.52	11.29	9.57	11.67	105
2020	8.15	8.88	6.63	7.80	8.57	11.79	12.75	11.66	9.38	8.64	8.64	11.87	115
2021	4.34	2.25	8.89	9.73	16.09	8.99	13.45	7.96	8.14	6.35	18.20	7.44	111.83
2022	4.86	4.86	7.35	8.99	11.39	11.67	13.44	12.63	11.79	7.41	8.69	5.88	108.96
2023	9.35	7.06	7.84	10.60	8.74	9.70	13.87	13.02	14.00	10.60			104.78

Note: Free Stock Included

\*\* Number includes Paying Livestock/Free Livestock/Gov Domestic/Comm Domestic/Industrial/WIPP

# WASTEWATER TREATMENT PLANT REPORT OCTOBER 2023

<b>Wastewater:</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Calendar Year to Date</b>
Total Effluent Discharge to Pecos River (Acre Ft.)	215.46	64.63	1,502.99
Treated Reuse Delivered to Mun. Golf Course (Acre Ft.)	33.72	70.76	632.83
Treated Reuse Sold to Rockhouse Ranch (Acre Ft.)	0.00	67.06	241.11
WWTP Irrigation Meter (Acre Ft.)	9.00	2.90	24.99
<b>Total Reuse Pumped</b>	<b>1.90</b>	<b>140.72</b>	<b>858.11</b>
After Hours Control Panel Alarms	0	11.00	28
KWH Consumed	160,800	1,040.00	1,746,966
NPDES Permit Violations	0	0.00	10
Sodium Hydrochloride for Reuse (Gallons)	55	55.00	1,718


<b>Septage Disposal Report:</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Calendar Year to Date</b>
Total Number of Loads	129	121	1,533
Taxed Gallons	160178 x \$.10	\$16,017.80	\$16,478.00
Taxed Manifest Books / \$30.00	2 x \$30.00	\$60.00	\$60.00
Subtotal	\$16,077.80	\$16,538.00	\$483,786.82
5% Tax	\$803.89	\$826.90	\$24,189.37
Taxed Billing	\$16,881.69	\$17,364.90	\$507,976.19
Tax Exempt Gallons	27425 x \$.10	\$2,742.50	\$3,920.00
Tax Exempt Manifest Books / \$30.00	1 x \$30.00	\$30.00	\$0.00
Taxed Exempt Billing	\$2,772.50	\$3,920.00	\$123,779.99
Total Billing	\$19,654.19	\$21,284.90	\$631,756.18

<b>Biosolids:</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Calendar Year to Date</b>
Total Compost Produced (Cu. Yds.)	131.00	0.00	2,448.00
Amount of Sludge Sent to Compost Operation (Cu. Yds)	1327.00	783.02	13,057.10

<b>Wastewater Discharge Characteristics:</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Permit Limit</b>
Average Biochemical Oxygen Demand (Lbs./Day)	47.05	0.00	293.00
Average Total Suspended Solids (Lbs./Day)	69.74	0.00	1,051.00
Average Flow (Million Gallons/Day)	2.15	0.00	NA
E.Coli (30 Day Avg.)	2.21	0.00	126.00

**Remarks:**

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**Matthew E. Warner, WW Superintendent**

# SEWER COLLECTIONS REPORT

## Oct 23

Calendar

This Month   Previous Month   Year to Date

**Collection Lines:**

<b>Total Mileage of Main Line in System</b>			<b>139</b>
Line Extension (Ft.)	0	0	0
Line Replacement (Ft.)	0	0	109
Repairs on Main Lines	0	0	13
Main Line Stoppages	0	3	12
Number of Manholes and Cleanouts	0	0	0
Manholes Flushed	0	0	0
Manholes Repaired	0	0	7
Customer Service Repairs	0	0	6
Customer Complaints, All Other	6	11	75
Carlsbad Line Location Service	0	0	0
Double Eagle Line Location Service	0	0	0
Ft. Sewer Liner Cleaned/Rodded	2,480	3,200	29,110
Sewer Tap Inspections	0	0	0
Total No. of Customer Services	0	0	0
Total No. of New Cust. Services Installed	0	0	0

**Lift Stations:**

<b>Total in Service</b>			
Number of After-Hour Control Panel Alarms	0	0	16
Number of Repairs	0	0	0
KWH Consumed, Primary Lift Station	61280	56,960	548,960
KWH Consumed, All Other Lift Stations	12795	16,516	123,590


*John P. ... 11-23*



**EFFLUENT DISCHARGE TO PECOS RIVER  
ACRE / FEET**

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2000	275.31	248.42	260.88	233.80	316.16	282.37	276.77	278.69	311.94	258.03	349.52	325.73	3,417.62
2001	272.21	204.60	217.67	191.40	142.09	236.98	244.68	224.77	225.64	195.79	254.84	265.78	2,676.45
2002	266.35	232.01	263.62	256.99	225.81	190.74	250.02	214.79	206.30	244.07	207.28	239.84	2,797.82
2003	195.98	143.44	168.79	155.94	169.64	151.16	185.64	183.40	174.65	209.24	209.88	236.34	2,184.10
2004	232.32	213.56	223.88	291.51	274.82	213.81	209.05	186.17	199.53	241.73	280.59	208.26	2,775.23
2005	184.13	164.12	178.11	168.66	206.41	168.17	167.37	181.58	157.77	173.60	147.12	169.92	2,066.96
2006	141.87	127.02	172.99	140.40	140.92	169.70	174.86	188.76	197.39	185.97	178.88	182.23	2,000.99
2007	175.29	153.32	169.55	166.88	207.94	153.26	271.96	303.14	316.00	351.48	364.76	305.84	2,939.42
2008	259.44	239.22	252.53	246.40	228.69	180.08	206.35	210.09	240.35	261.89	258.89	171.21	2,755.14
2009	358.99	231.11	189.22	175.11	196.47	196.37	167.43	158.99	147.30	182.56	165.29	186.18	2,355.02
2010	179.80	164.40	171.85	172.47	136.28	138.37	220.04	174.07	196.08	190.49	192.02	181.35	2,117.22
2011	177.75	161.00	153.44	128.22	131.87	132.52	140.71	144.86	149.98	149.77	158.14	176.47	1,804.73
2012	177.26	133.35	158.96	132.17	197.54	139.17	163.09	149.43	143.97	124.39	140.86	183.20	1,843.39
2013	174.54	155.21	161.36	131.65	121.07	133.60	175.46	164.14	177.28	206.07	240.30	209.81	2,050.49
2014	210.63	150.47	156.04	153.06	160.67	157.52	218.21	280.09	284.34	255.76	244.57	224.53	2,495.89
2015	251.82	212.71	212.94	169.98	208.69	201.13	216.44	237.77	198.80	221.07	202.61	233.28	2,567.24
2016	250.84	215.81	203.86	199.36	220.94	213.33	202.97	238.61	251.05	230.03	217.11	202.17	2,646.08
2017	226.02	195.23	190.92	172.18	121.62	114.39	132.83	166.44	166.80	172.02	164.66	171.59	1,994.70
2018	180.72	134.33	132.78	116.31	115.83	119.59	129.91	152.77	160.73	184.72	166.96	175.48	1,770.13
2019	187.77	147.18	151.39	141.14	122.93	147.25	156.34	163.47	171.70	196.57	190.31	181.66	1,957.71
2020	171.87	152.55	144.74	108.70	129.17	128.14	127.36	133.91	137.49	147.44	150.85	168.11	1,700.33
2021	176.88	166.70	155.81	141.66	147.77	138.68	213.38	233.23	213.59	229.06	205.63	201.46	2,223.85
2022	215.85	180.58	165.29	88.93	133.36	132.40	154.29	155.42	159.82	200.87	194.49	193.65	1,974.95
2023	195.33	175.90	127.53	162.53	166.59	105.31	32.91	101.38	64.63	215.46			1,347.57

**EFFLUENT REUSE  
ACRE / FEET**

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2003	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2004	18.94	15.45	17.52	25.36	40.46	43.55	50.58	38.81	31.31	20.14	7.82	8.08	318.02
2005	6.96	5.99	14.35	35.49	31.91	43.54	45.14	30.45	37.52	25.95	25.12	20.74	323.16
2006	22.68	22.17	23.21	37.40	49.95	99.47	207.81	72.92	23.20	34.28	20.50	17.75	631.34
2007	13.63	13.91	24.14	31.79	27.52	49.34	36.59	38.53	32.68	25.42	12.77	13.64	319.96
2008	15.06	20.54	21.83	41.29	46.49	48.50	35.56	40.95	22.85	38.63	26.92	7.18	365.80
2009	16.77	20.71	26.54	40.51	39.84	41.08	44.08	51.38	49.33	43.70	27.62	11.71	413.27
2010	16.58	8.89	23.08	31.79	62.07	61.63	15.10	49.33	28.02	29.55	21.36	18.51	365.91
2011	14.69	8.13	38.05	54.54	56.44	52.72	55.45	50.42	49.73	44.67	23.78	7.38	456.00
2012	5.82	10.40	24.91	46.25	37.18	50.67	42.51	59.86	50.03	26.67	15.56	8.15	378.01
2013	8.68	7.48	21.68	38.81	58.76	53.68	37.15	36.50	21.42	29.52	12.20	14.36	340.24
2014	19.88	23.44	34.05	32.20	47.27	54.26	67.18	45.85	21.00	32.05	19.69	28.04	424.91
2015	7.33	13.31	21.93	47.89	49.49	75.50	63.51	46.70	44.23	16.48	17.41	12.08	415.86
2016	7.43	17.65	41.85	42.00	37.41	34.82	53.26	35.94	29.90	29.75	21.56	18.97	370.54
2017	10.85	15.78	32.93	38.92	58.76	70.39	69.88	42.35	41.26	32.46	17.40	10.48	441.46
2018	25.29	45.73	62.15	81.04	88.81	83.84	93.81	74.15	55.54	42.74	34.22	15.62	702.94
2019	18.09	35.37	50.54	63.17	87.76	78.14	89.60	85.06	68.66	48.29	26.89	27.94	679.51
2020	28.16	29.07	40.67	66.70	70.90	67.84	77.07	74.77	58.73	42.58	23.60	10.88	590.97
2021	7.76	6.75	44.46	41.16	47.64	63.50	37.20	40.37	10.15	33.27	30.33	13.21	375.80
2022	6.81	14.04	38.29	48.19	67.72	82.38	70.77	77.47	75.39	27.51	15.31	14.71	538.59
2023	12.63	10.61	83.36	56.85	58.04	127.63	177.03	111.88	140.74	1.90			780.67

# CITY OF CARLSBAD

## INTER-OFFICE MEMORANDUM

Dale Janway, Mayor

John N. Lowe, City Administrator

November 30, 2023

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

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

### **Halagueno Arts Park Advisory Board**

Appoint: Julia Heaton  
Appoint: Carla Dungan  
Appoint: Therese Rodriguez  
Appoint: Judy Murray  
Appoint: Cindy Elkins  
Appoint: Wren Prather-Stroud  
Appoint: Linda Pruit

### **Historic Preservation Advisory Board**

Appoint: Larry Mitchell  
Appoint: Ken Britt  
Appoint: Larry Coalson  
Appoint: Mannie Bemis  
Appoint: David McIntosh

Thank you  
DJ/WCA



ORDINANCE NO. 2024-\_\_\_\_

AN ORDINANCE REZONING PART OF "R-R" RURAL RESIDENTIAL DISTRICT TO "R-2" RESIDENTIAL 2 DISTRICT FOR AN APPROXIMATELY 8.74 ACRE PROPERTY, LEGALLY DESCRIBED AS TRACT B, ALBRIGHT REPLAT #3; 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-R" Rural Residential District to "R-2" Residential 2 District, for an approximately 8.74 acre property, legally described as:

TRACT B, ALBRIGHT REPLAT #3

INTRODUCED, PASSED, ADOPTED AND APPROVED this 9<sup>th</sup> day of January, 2024.

---

RICHARD LOPEZ, MAYOR

ATTEST:

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CITY CLERK

ORDINANCE NO. 2024-\_\_\_\_

AN ORDINANCE REZONING PART OF "R-1" RESIDENTIAL 1 DISTRICT TO "R-2" RESIDENTIAL 2 DISTRICT FOR AN APPROXIMATELY 0.14 ACRE PROPERTY, LOCATED AT 602 PRESIDIO ST., LEGALLY DESCRIBED AS LOT 2 BLOCK 18, SAN JOSE 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-1" Residential 1 District to "R-2" Residential 2 District, for an approximately 0.14 acre property, located at 602 Presidio St., legally described as:

LOT 2 BLOCK 18, SAN JOSE SUBDIVISION

INTRODUCED, PASSED, ADOPTED AND APPROVED this 9<sup>th</sup> day of January, 2024.

---

RICHARD LOPEZ, MAYOR

ATTEST:

---

CITY CLERK

ORDINANCE NO. 2024-\_\_

AN ORDINANCE ANNEXING A PORTION OF LAND CONTAINING +/-67.72 ACRES MORE OR LESS, CONTIGUOUS TO THE CITY OF CARLSBAD, NEW MEXICO, LOCATED NORTH & SOUTH OF DONA ANA ST, LEGALLY DESCRIBED AS TRACT A2, KLEIN LAND DIVISION REPLAT #1 AMENDED; TRACT D1, EDWARD AND TILLIE KLEIN LAND DIVISION #2 LINE ADJUSTENT; & THAT PART OF E2SENW OF SAID SECTION 14, PURSUANT TO THE PETITION METHOD PROVIDED FOR IN SECTION 3-7-1 ET. SEQ., NMSA 1978.

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

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

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

Section 1. Subject to the proviso contained in Section 2 hereof, the City of Carlsbad hereby consents to the annexation of 67.72 acres, more or less, of contiguous territory situated in Eddy County, New Mexico, located north and south of Dona Ana St., legally described as follows:

TRACT A2, KLEIN LAND DIVISION REPLAT #1 AMENDED;  
TRACT D1, EDWARD AND TILLIE KLEIN LAND DIVISION #2  
LINE ADJUSTENT; & THAT PART OF E2SENW OF SAID  
SECTION 14

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

INTRODUCED, PASSED, ADOPTED, AND APPROVED THIS 9<sup>TH</sup> DAY OF JANUARY, 2024.

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RICHARD LOPEZ, MAYOR

ATTEST:

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CITY CLERK

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ORDINANCE NO. 2024-\_\_\_\_

AN ORDINANCE APPLYING "R-R" RURAL RESIDENTIAL DISTRICT TO AN APPROXIMATELY 67.72 ACRE PROPERTY, LOCATED NORTH & SOUTH OF DONA ANA ST., LEGALLY DESCRIBED AS TRACT A2, KLEIN LAND DIVISION REPLAT #1 AMENDED; TRACT D1, EDWARD AND TILLIE KLEIN LAND DIVISION #2 LINE ADJUSTMENT; & THAT PART OF E2SEW OF SAID SECTION 14 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 apply zoning district "R-R" Rural Residential District to an approximately 67.72 acre property, located at north and south of Dona Ana St., legally described as:

Tract A2, Klein Land Division Replat #1 Amended, Tract D1, Edward and Tillie Klein Land Division #2 Line Adjustment, and that part of the E2SEW of said Section 14

INTRODUCED, PASSED, ADOPTED AND APPROVED this 9<sup>th</sup> day of January, 2024.

---

RICHARD LOPEZ, MAYOR

ATTEST:

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CITY CLERK

ORDINANCE NO. 2024-\_\_\_\_\_

AN ORDINANCE REZONING PART OF “R-R” RURAL RESIDENTIAL DISTRICT TO “C-2” COMMERCIAL 2 DISTRICT FOR AN APPROXIMATELY 1.5 ACRE PROPERTY, LOCATED AT 4412 NATIONAL PARKS HIGHWAY, LEGALLY DESCRIBED AS THAT PART OF REPLAT A, ALLSUP LAND DIVISION, A REPLAT OF TRACT A, ALLSUP LAND DIVISION IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 27 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CARLSBAD, EDDY COUNTY, NEW MEXICO, AS THE SAME APPEARS ON THE OFFICIAL PLAT FILED IN CABINET 7, PAGE 475 IN THE OFFICE OF THE COUNTY CLERK OF EDDY COUNTY, NEW MEXICO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET 5/8” IRON ROD WITH A CAP STAMPED “ATWELL” FOR THE SOUTHWEST CORNER OF TRACT B OF REPLAT A, ALLSUP LAND DIVISION PER DEED IN BOOK 1072, PAGE 232; THENCE NORTH 29°50’23” EAST 502.19 FEET ALONG THE EAST RIGHT OF WAY LINE OF NATIONAL PARKS HIGHWAY TO A SET 5/8” IRON ROD WITH A CAP STAMPED “ATWELL”, ALSO BEING THE WEST LINE OF SAID TRACT B; THENCE SOUTH 54°25’51” EAST 346.83 FEET ALONG THE NORTH LINE OF SAID TRACT B TO A SET 5/8” IRON ROD WITH A CAP STAMPED “ATWELL” FOR THE NORTHEAST CORNER OF SAID TRACT B; THENCE NORTH 87°55’42” EAST 304.64 FEET TO A SET 5/8” IRON ROD WITH A CAP STAMPED “ATWELL”; THENCE SOUTH 02°21’12” EAST 214.48 FEET TO A SET 5/8” IRON ROD WITH A CAP STAMPED “ATWELL” ON THE NORTH RIGHT OF WAY LINE OF WEST CHAPMAN ROAD; THENCE SOUTH 87°55’42” WEST 304.64 FEET ALONG SAID NORTH RIGHT OF WAY LINE TO A SET 5/8” IRON ROD WITH A CAP STAMPED “ATWELL” FOR THE SOUTHEAST CORNER OF

SAID TRACT B; THENCE CONTINUING SOUTH 87°55'42" WEST 541.15 FEET ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING 4.821 ACRES OF LAND MORE OR LESS, 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-R" Rural Residential District to "C-2" Commercial 2 District, for an approximately 1.5 acre property, located at 4412 National Parks Hwy., legally described as:

THAT PART OF REPLAT A, ALLSUP LAND DIVISION, A REPLAT OF TRACT A, ALLSUP LAND DIVISION IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 27 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, CARLSBAD, EDDY COUNTY, NEW MEXICO, AS THE SAME APPEARS ON THE OFFICIAL PLAT FILED IN CABINET 7, PAGE 475 IN THE OFFICE OF THE COUNTY CLERK OF EDDY COUNTY, NEW MEXICO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET 5/8" IRON ROD WITH A CAP STAMPED "ATWELL" FOR THE SOUTHWEST CORNER OF TRACT B OF REPLAT A, ALLSUP LAND DIVISION PER DEED IN BOOK 1072, PAGE 232; THENCE NORTH 29°50'23" EAST 502.19 FEET ALONG THE EAST RIGHT OF WAY LINE OF NATIONAL PARKS HIGHWAY TO A SET 5/8" IRON ROD WITH A CAP STAMPED

“ATWELL”, ALSO BEING THE WEST LINE OF SAID TRACT B; THENCE SOUTH 54°25’51” EAST 346.83 FEET ALONG THE NORTH LINE OF SAID TRACT B TO A SET 5/8” IRON ROD WITH A CAP STAMPED “ATWELL” FOR THE NORTHEAST CORNER OF SAID TRACT B; THENCE NORTH 87°55’42” EAST 304.64 FEET TO A SET 5/8” IRON ROD WITH A CAP STAMPED “ATWELL”; THENCE SOUTH 02°21’12” EAST 214.48 FEET TO A SET 5/8” IRON ROD WITH A CAP STAMPED “ATWELL” ON THE NORTH RIGHT OF WAY LINE OF WEST CHAPMAN ROAD; THENCE SOUTH 87°55’42” WEST 304.64 FEET ALONG SAID NORTH RIGHT OF WAY LINE TO A SET 5/8” IRON ROD WITH A CAP STAMPED “ATWELL” FOR THE SOUTHEAST CORNER OF SAID TRACT B; THENCE CONTINUING SOUTH 87°55’42” WEST 541.15 FEET ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING 4.821 ACRES OF LAND MORE OR LESS.

INTRODUCED, PASSED, ADOPTED AND APPROVED this 9<sup>th</sup> day of January, 2024.

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RICHARD LOPEZ, MAYOR

ATTEST:

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CITY CLERK



**CITY OF CARLSBAD**

**AGENDA BRIEFING MEMORANDUM**

Council Meeting Date: 12-12-2023

<b>DEPARTMENT:</b> Executive	<b>By:</b> John Lowe, City Administrator	<b>DATE:</b> 11-29-2023
<b>SUBJECT:</b> Approval of Application for a Club Non-Profit Liquor License and a Distance Waiver for VFW Post 8703		
<b>BACKGROUND, ANALYSIS AND IMPACT:</b> (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)		
<p>VFW Post 8703 is a non-profit organization located at 1914 San Jose Blvd. Applicant is requesting approval for a Club Non-Profit Liquor License and a Distance Waiver of the required 300-foot radius from a Church or School.</p> <p>The nearest Church to the VFW is San Jose Catholic Church located at 1002 Debaca Street, which is a little over a mile. The nearest school to the VFW is Southeast New Mexico Community Action Corporation located at 1915 San Jose Blvd, which is approximately 92 feet. This is within the required 300-foot radius of a Church or School. A license may be granted for a proposed location, if a waiver has been obtained from the local option district governing body. If approved the VFW will serve alcohol to members only.</p> <p>The City received notice of the Liquor License application on October 25, 2023. Public notice was properly made on November 10 and December 3, 2023. The proposed location is zoned C2 Commercial 2. The sale of alcohol is an allowed use within the C2 Commercial 2 zoning district.</p>		
<b>DEPARTMENT RECOMMENDATION:</b> If it is the pleasure of the City Council, it is recommended that the Liquor License and Distance Waiver be approved.		
<b>BOARD/COMMISSION/COMMITTEE ACTION:</b>		
<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"/> N. Mesa Board	<input type="checkbox"/> _____ Committee
<b>Reviewed by:</b> <b>City Administrator:</b> /s/John Lowe		<b>Date:</b> 12/06/2023

Attachments: Application and notice of publications



**NMRLD**

NEW MEXICO  
REGULATION &  
LICENSING DEPARTMENT

STATE OF NEW MEXICO  
MICHELLE LUJAN GRISHAM, GOVERNOR  
Linda M. Trujillo, Superintendent  
Phillip A. Sanchez, Director

October 19, 2023

Certified Mail No.: 7021 2720 0001 2205 1532

**City of Carlsbad**

Attn: Nadine Mireles, Clerk  
PO Box 1569  
Carlsbad, NM 88221-1569

Name of Applicant: Dwight Lee, P.R. Lucas Memorial VFW Post 8703  
Doing Business As: Boots on the Ground  
Proposed Location: 1914 San Jose Blvd., Carlsbad, NM 88220

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

**Notice of the Public Hearing** required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

- 1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
- 2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;



ABC has no preference in the option you choose.

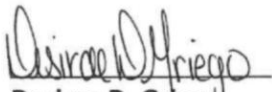
The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

**The Applicant is seeking a Club Non-Profit Liquor License.**

**Within thirty (30) days** after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,



**Desirae D. Griego**

Admin Law Judge | Hearing Officer  
NM Regulation & Licensing Department  
Alcoholic Beverage Control Division  
Phone: (505) 476-4552 | (505) 795-4091  
Email: Desirae.Griego@rld.nm.gov

**Enclosures:**

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of the Zoning Statement







NMRLD

NEW MEXICO  
REGULATION &  
LICENSING DEPARTMENT

STATE OF NEW MEXICO  
MICHELLE LUJAN GRISHAM, GOVERNOR  
Linda M. Trujillo, Superintendent  
Andrew Vallejos, Director

**CLUB Non-Profit Organization Application | \$200.00 Application Fee, non-refundable**

ABC USE ONLY: Application Fee \$ \_\_\_\_\_ Received on: \_\_\_\_\_ Receipt No. \_\_\_\_\_  
License Fee \$ \_\_\_\_\_ Received on: \_\_\_\_\_ Receipt No. \_\_\_\_\_  
Application Number: \_\_\_\_\_ Local Option District: \_\_\_\_\_

Applicant is a Non-Profit Organization, Corporation No.: 1054063 Formed on: 04/07/1980

NAME OF APPLICANT: Dwight Lee, P.R. Lucas Memorial VFW Post 8703

D/B/A Name to be used: Boots on the Ground Business Phone #: 575-877-2698

Mailing Address: PO Box 3136 Carlsbad, NM 88220

Email (required): VFWBingo@outlook.com

Physical location where license is to be used: 1914 San Jose Blvd. Carlsbad, NM 88220  
County: Eddy (Include street number / highway number / state road, city, state, and zip code)

Contact Person: D. Scheuerman Phone #: 575-557-6040 Email: VFWBingo@outlook.com

Are alcoholic beverages currently being dispensed at the proposed location?  No  Yes If Yes, License # / Type: \_\_\_\_\_

**NON-PROFIT INFORMATION:**

Name of club and chapter, lodge number, etc.: Dwight Lee, P.R. Lucas VFW Post 8703

Is Club Affiliated with National or International Organization?  Yes  No

Name of parent organization: Veterans of Foreign Wars Phone: 816-756-3390

Address: 406 W. 34th St. Kansas City, MO 64111

Club has been in existence for: 43 number of years and was Chartered on: April 7, 1980

Club is to be operated for non-profit to members:  Yes  No

Club has fifty (50) or more current members:  Yes, with Membership List attached  No

Club is tax exempt from payment of income tax to IRS, per Section 501-A IRS CODE.  Yes  No

(Attach current copy of Certificate or Letter of Exemption, issued within last two (2) years)

Organization which this club supports or donates to: \_\_\_\_\_ Direct Veterans Aid, NM Department of veterans of Foreign wars, Local Aid for Homeless, Other organizations as approved by member vote



**CORPORATE INFORMATION:**

New Mexico Non-Profit Corporations must be in good standing with the Office of the Secretary of State Business Services Division (SOSBSD), and should have the names of the principal Officers/Directors as listed below. Principal Officers are the positions equivalent to the President, Vice President, Secretary and Treasurer, of your organization. List the names of any Directors listed at SOSBSD, and identify the Resident Agent. Include a signed copy of the Meeting Minutes reflecting the Officers/Directors elected. **List Name and Title of the Officers and Directors below:**

OFFICERS: Name | Title

DIRECTORS: Name | Title

Donald E. Scheuerman: Commander  
Neal Twaddle: Sr. Vice Commander  
Robert Melendrez: Jr. Vice Commander  
Leonard Iredale: Quartermaster

Has Corporation ever had a liquor license in which it held any interest in any State suspended or revoked?  No  
Yes, if so, provide details: \_\_\_\_\_

List every liquor license in which the Corporation holds any interest, direct or indirect:  None See Attached As follows: \_\_\_\_\_

Has any principal Officer, Director of this Corporation ever been convicted of a felony?  No Yes, detailed as follows: \_\_\_\_\_

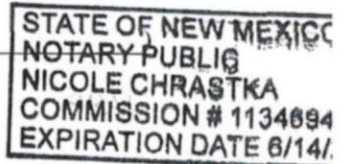
Note: All managing members must also be Server Certified and for each Officer/Director of Corporation, complete the Personal Data Affidavit Page 5

I, (print name) Donald E. Scheuerman, as (title) Commander being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form before a Notary Public.

Signature of Applicant: [Signature] Date: 7-14-23

Notary Public Use Only: (State of New Mexico, County of Eddy  
SUBSCRIBED AND SWORN TO before me this 14th day of July, 2023  
By: Donald Scheuerman Notary Public: Nicole Chastka  
Date my Commission Expires: 6-14-2025



Local Option District Use Only: Local Governing Body of \_\_\_\_\_ City, County, Village

Public Hearing held on \_\_\_\_\_ 20\_\_\_\_ Please check one:  Approved  Disapproved

Signature of City/County Official: \_\_\_\_\_ Title: \_\_\_\_\_

Alcoholic Beverage Control Division Use Only:  Approved  Disapproved, \_\_\_\_\_

Signed by Director: \_\_\_\_\_ Date: \_\_\_\_\_



Premises Location, Ownership, and Description | NMSA §60-6B-10 | Page 2

1. The land and building which is proposed to be the licensed premises is: (check one)

Owned by Applicant, copy of deed/document attached

Leased by Applicant, copy of lease/document attached

Other (provide details): \_\_\_\_\_

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): N/A

B. Date and Term of Lease: \_\_\_\_\_

3. Premises location is Zoned (example C-1, see Zoning Statement): \_\_\_\_\_

Zoning Statement attached,  Yes  No Must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance\* from nearest Church: (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: San Jose Catholic Church Miles/feet: 1.6 mile

Address/location of Church: 1002 Debaca St. Carlsbad, NM 88220

5. Distance\* from nearest School: (Property line of school to closest point of licensed premises—shortest distance)

Name of School: Community Headstart Miles/feet: 600 feet

Address/location of School: 1915 San Jose Blvd, Carlsbad, NM 88220

6. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8 1/2 x 11 inches and must be labeled with designated areas highlighted, which will reflect the proposed Licensed Premises.

7. Type of Operation:  Hotel  Lounge  Package Grocery  Racetrack

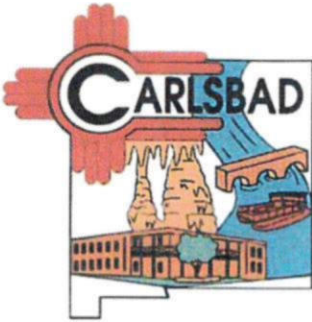
Restaurant  Craft Distiller  Small Brewer  Winery  Wholesaler

Other (specify): VFW Post 8703

\*NOTE: If the distance is beyond 300 feet, but less than 400 feet, and the Applicant does not admit that the location is within 300 feet and requests a waiver from the LOD, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.







DALE JANWAY  
Mayor

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

JOHN LOWE  
City Administrator

January 27, 2023,

To Whom It May Concern,

## ZONING DISTRICT DETERMINATION

**Property Address:** 1914 San Jose Blvd. Carlsbad, NM 88220  
**Legal Description:** Bradley Light Tracts Subdivision, Tract B  
**Property Owner:** Veterans of Foreign Wars Post 8703  
**Zoning District:** "C-2" Commercial 2

According to Sec. 56-40(e) of the Carlsbad Zoning Ordinance, the "C-2" Commercial 2 District is intended to accommodate community and regional-scale retail and commercial uses. An establishment that sells alcohol for on-site consumption is an allowed use within the "C-2" Commercial 2 zoning district.

The Carlsbad Code of Ordinances may found by visiting the City of Carlsbad's website at [www.cityofcarlsbadnm.com](http://www.cityofcarlsbadnm.com) and then by clicking on the Planning, Engineering, and Regulation Department's tab.

Please reach out to my office at (575) 885-1185 if you need any further assistance.

Thank you,

Jeff Patterson  
Director of Planning and Regulation

### COUNCILORS

Ward 1  
LISA A. ANAYA-FLORES  
EDWARD T. RODRIGUEZ

Ward 2  
J.J. CHAVEZ  
JEFF FORREST

Ward 3  
KARLA NIEMEIER  
JUDITH WATERS

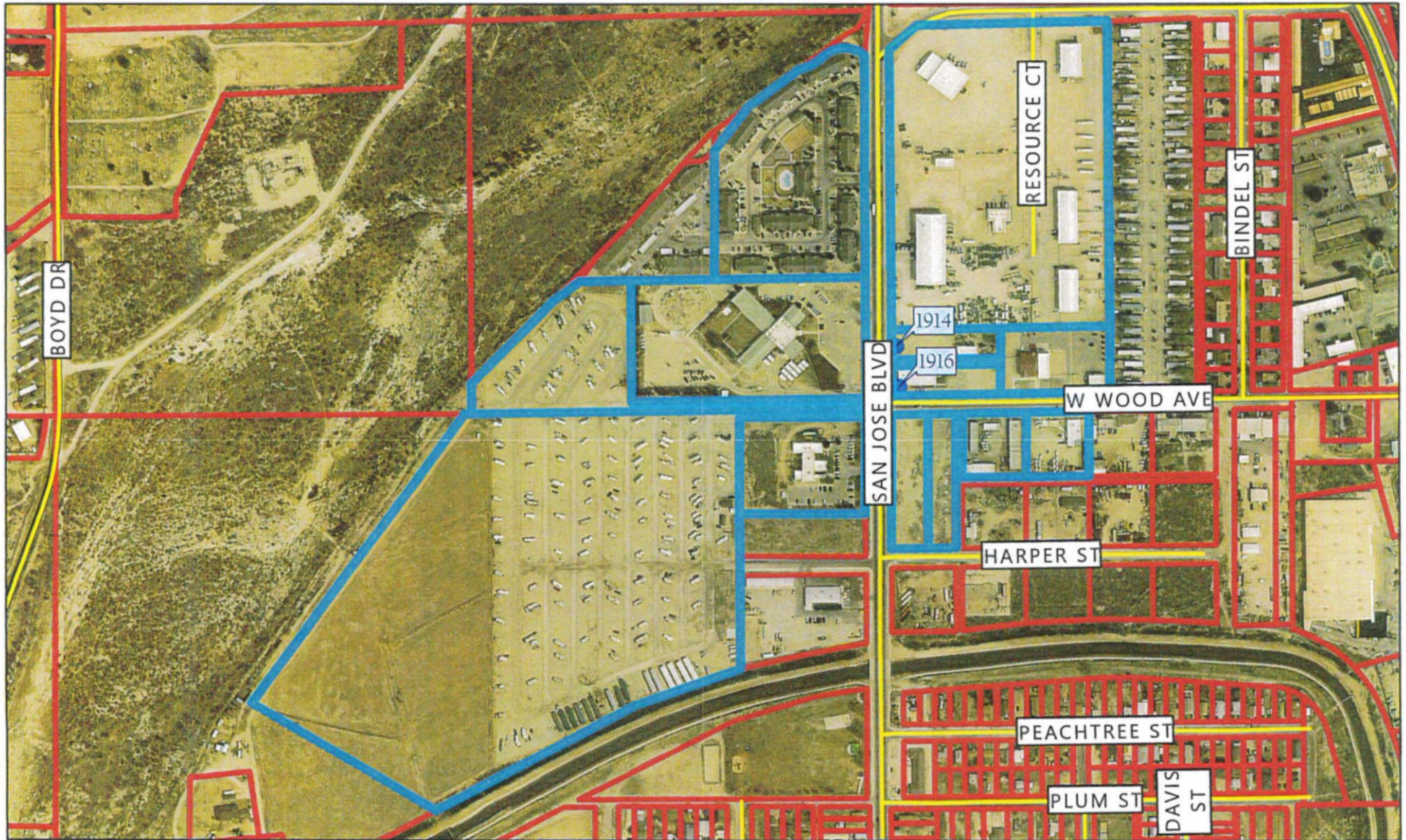
Ward 4  
WESLEY CARTER  
MARK WALTERSHEID



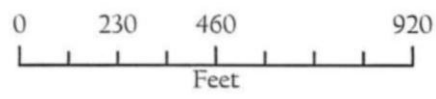
Scale: 1:5,400  
1 inch = 450 Feet

# 300 Foot Radius

Map # 2911\_ed01  
Date: 11/7/2023



- Carlsbad Address
- Roads
- ▭ Parcel



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





# Carlsbad Current Argus.

PART OF THE PUBLICATION

## Affidavit of Publication

Ad # 0005856390

This is not an invoice

CITY OF CARLSBAD  
POBOX 1569

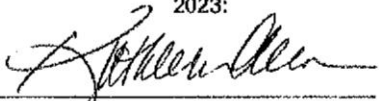
CARLSBAD, NM 88221

I, a legal clerk of the Carlsbad Current Argus, a newspaper published daily at the City of Carlsbad, in said county of Eddy, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof in editions dated as follows:

11/10/2023, 12/03/2023

  
Legal Clerk

Subscribed and sworn before me this December 3,  
2023:



State of WI, County of Brown  
NOTARY PUBLIC

1-2-25

My commission expires

### NOTICE OF HEARING REGARDING APPLICATION FOR A CLUB NON-PROFIT LIQUOR LICENSE AND A DISTANT WAIVER

Notice is hereby given that a public hearing will be held by the City of Carlsbad, New Mexico in the Council Chambers of the Janell Whitlock Municipal Complex, 114 South Halagueno Street, Carlsbad, NM at 6:00 p.m. on Tuesday, December 12, 2023.

The purpose of the hearing will be to accept public comment on whether the City Council should approve or disapprove an application for a Club Non-Profit Liquor License and a Distant Waiver.

Applicant: Dwight Lee, P.R. Lucas Memorial VFW Post 8703  
D/B/A: Boots on the Ground  
Address: 1914 San Jose Blvd  
Carlsbad, NM 88220

Only questions relating to the Liquor License will be considered.

Written comments regarding this matter maybe directed to the office of the City Administrator, City of Carlsbad, 101 N. Halagueno Street, PO Box 1569, Carlsbad, New Mexico, 88220, or by email to oeramirez@cityofcarlsbadnm.com and will be accepted until 5:00 p.m. on December 6, 2023.

/s/John N Lowe  
City Administrator

#5856390, Current Argus, November 10, December 3, 2023

KATHLEEN ALLEN  
Notary Public  
State of Wisconsin

Ad # 0005856390  
PO #:  
# of Affidavits 1

This is not an invoice

**NOTICE OF HEARING REGARDING APPLICATION FOR A CLUB  
NON-PROFIT LIQUOR LICENSE AND A DISTANT WAIVER**

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/s/John N Lowe  
City Administrator

#5856390, Current Argus, November 10, December 3, 2023

Legal Notices

Legal Notices

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NON-PROFIT LIQUOR LICENSE AND A DISTANT WAIVER**

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/s/John N Lowe  
City Administrator

#5856390, Current Argus, November 10, December 3, 2023

**CITY OF CARLSBAD**

**AGENDA BRIEFING MEMORANDUM**

Council Meeting Date: 12-12-2023

<b>DEPARTMENT:</b> Executive	<b>By:</b> John Lowe, City Administrator 	<b>DATE:</b> 11-29-2023
------------------------------	--	-------------------------

**SUBJECT:** Approval of Application for a Restaurant B – Beer, Wine and Spirits Liquor License with on Premises consumption only with Patio Service for El Diamante Restaurant

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

Applicant is requesting approval for a Restaurant B – Beer, Wine and Spirits Liquor License with on premises consumption only with Patio Service for El Diamante Restaurant located 106 W Bonbright.

The nearest Church to the Restaurant is The Potter's House Christian Fellowship located at 514 N Canal, which is approximately 1056 feet from El Diamante. The nearest school is the Carlsbad Enrichment Center (formerly Edison School), which is approximately 4224 feet. The proposed location is zoned C1 Commercial 1. The sale of alcohol is an allowed use within the C1 Commercial 1 zoning district.

The City received notice of the Liquor License application on October 12, 2023. Public notice was properly made on October 17 and October 29, 2023.

**DEPARTMENT RECOMMENDATION:** If it is the pleasure of the City Council, it is recommended that the Liquor License be approved

**BOARD/COMMISSION/COMMITTEE ACTION:**

- |  |  |  |  |
|--|--|--|--|
| <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:** 12/06/2023

Attachments: Application and Notice of Publications



**NMRLD**

NEW MEXICO  
REGULATION &  
LICENSING DEPARTMENT

STATE OF NEW MEXICO  
MICHELLE LUJAN GRISHAM, GOVERNOR  
Linda M. Trujillo, Superintendent  
Phillip A. Sanchez, Director

October 4, 2023

**Certified Mail No.: 7022 1670 0002 1180 6782**

**City of Carlsbad**

Nadine Mireles, CMC

City Clerk

101 North Halagueno

Carlsbad, New Mexico 88220

**Lic. No. /Appl. No.:**

Name of Applicant: El Diamante Restaurant, LLC

Doing Business As: El Diamante Restaurant, LLC

Proposed Location: 106 W. Bonbright Street, Carlsbad, New Mexico 88220

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

**Notice of the Public Hearing** required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that “within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer”, we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

- 1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
- 2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and





regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;  
ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

**THE APPLICANT IS SEEKING RESTAURANT B – BEER, WINE AND SPIRITS LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY WITH PATIO SERVICE**

**Within thirty (30) days** after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,



**Charmaine Martinez**  
Admin Law Judge | Hearing Officer  
NM Regulation & Licensing Department  
Alcoholic Beverage Control Division  
Phone: (505) 476-4804 Fax: (505) 476-4595  
Email: [Charmaine.Martinez2@rld.nm.gov](mailto:Charmaine.Martinez2@rld.nm.gov)

**Enclosures:**

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of the Zoning Statement
4. Copy of Floor Plan





**NMRLD**  
NEW MEXICO  
REGULATION &  
LICENSING DEPARTMENT

**RECEIVED**  
AUG 29 2023  
ALCOHOL & GAMING DIVISION

STATE OF NEW MEXICO  
MICHELLE LUJAN GRISHAM, GOVERNOR  
Linda M. Trujillo, Superintendent  
Andrew Vallejos, Director

**Restaurant Liquor License Application | \$200.00** Application Fee, non-refundable

ABC USE ONLY: Application Fee \$200.00 Received on: 8/29/23 Receipt No. \_\_\_\_\_  
License Fee \$ \_\_\_\_\_ Received on: \_\_\_\_\_ Receipt No. \_\_\_\_\_

Application Number: \_\_\_\_\_ Local Option District: \_\_\_\_\_

**TYPE of APPLICATION:** Check appropriate box

- Restaurant A | Beer & Wine only | License Fee, pro-rated, due at final: \$1,050.00
- Restaurant B | Beer, Wine & Spirits | License Fee, pro-rated, due at final: \$10,000.00

**Applicant is:**  Individual  Limited Liability Company  Corporation  Partnership (General/Limited)

Applicant /Company Name: El Diamante Restaurant LLC

D/B/A Name: \_\_\_\_\_

Email: (required) arturo10152@hotmail.com Business Phone No: 575 266-2156

Mailing Address: 2805 Carver St. Carlsbad NM 88220

Physical location, if different: 106 W Bonbright St. Carlsbad, NM 88220  
(Include Street number / Hwy number / State Road, City, State, and Zip Code)

County: Eddy

Are alcoholic beverages currently being dispensed at the proposed location?  Yes  No If Yes, License #/Type: \_\_\_\_\_

As defined in §60-3A-3. V. "Restaurant", means an establishment having a New Mexico resident as a proprietor or manager ... as a place where food is prepared and served primarily for on-premises consumption to the general public in consideration of payment and that has a dining room, a kitchen and the employees necessary for preparing, cooking and serving food; ... does not include establishments as defined in rules promulgated by the director serving only hamburgers, sandwiches, salads and other fast foods:

I qualify as a "Restaurant"?  Yes  No

Is food service the primary source of revenue and accounts for 60% or more of the total gross receipts at current licensed premises?  Yes  No

Is Food Service Permit current?  Yes, attached  No

I have attached photos of the Dining Room and Kitchen and included a copy of the Menu.  Yes  No

Days and Hours of Operation? Monday - Sunday 10:00am to 9:00pm

I understand that a restaurant license requires that the establishment is not a bar-like setting and the hours for sales and/or service of alcoholic beverages are only from 7:00am to 11:00pm or until food sale and service ceases, whichever is earlier?  Yes  No

Contact Person: Yolanda Machuca Phone #: 575-746-4820 Email: yolanda.machuca@scmtax.net  
Alessia Rodriguez



Application No. \_\_\_\_\_

You must sign before a Notary Public.

I, (print name) Jose D de Leon Macias, as (Title) Member  
being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

Signature of Applicant: [Signature] Date: 7/27/23

Notary Public Use Only: (State of New Mexico, County of Eddy)

SUBSCRIBED AND SWORN TO before me this 27<sup>th</sup> day of July, 2023

By Affiant: Jose D de Leon Macias

Notary Public: Yolanda Machuca

My Commission Expires on: April 6, 2024



~~Local Option-District Use Only:~~

Local Governing Body of \_\_\_\_\_ City, County, Town, Village

Public Hearing held on \_\_\_\_\_ 20\_\_\_\_ Decision:  Approved  Disapproved

Signature of Official: \_\_\_\_\_ Title: \_\_\_\_\_

ABC USE ONLY:

APPROVED  DISAPPROVED, \_\_\_\_\_

Done this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

SIGNED BY DIRECTOR: \_\_\_\_\_

ASSIGNED LICENSE NO. \_\_\_\_\_ EXPIRES ON: \_\_\_\_\_

Reviewed, with copy sent to Licensee via  Email,  Fax,  1<sup>st</sup> class mail

By: \_\_\_\_\_ Date: \_\_\_\_\_



RECEIVED  
AUG 9 2023  
ALCOHOL & GAMING DIVISION

Premises Location, Ownership, and Description | NMSA 880-6B-10 | Page 2

1. The land and building which is proposed to be the licensed premises is: (check one)

Owned by Applicant, copy of deed/document attached

Leased by Applicant, copy of lease/document attached

Other (provide details): recently purchased - see attached documents

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): \_\_\_\_\_

B. Date and Term of Lease: 5yr Term

3. Premises location is Zoned (example C-1, see Zoning Statement): \_\_\_\_\_

Zoning Statement attached,  Yes  No Must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance\* from nearest Church: (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: The Potter's House Christian Fellowship Miles/feet: .20 miles

Address/location of Church: 514 N Canal St. Carlsbad NM 88220  
1056 ft.

5. Distance\* from nearest School: (Property line of school to closest point of licensed premises—shortest distance)

Name of School: Edison School Miles/feet: .8 miles

Address/location of School: 406 N Alameda St. Carlsbad NM 88220  
4224 ft.

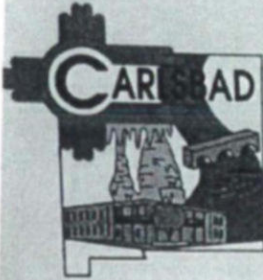
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7. Type of Operation:  Hotel  Lounge  Package Grocery  Racetrack

Restaurant  Craft Distiller  Small Brewer  Winery  Wholesaler

Other (specify): \_\_\_\_\_

\*NOTE: If the distance is beyond 300 feet, but less than 400 feet, and the Applicant does not admit that the location is within 300 feet and requests a waiver from the LOD, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.



DALE JANWAY  
Mayor

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

JOHN LOWE  
City Administrator

August 16, 2023

### ZONING DISTRICT DETERMINATION

Property Address: 106 W. Bonbright St., Carlsbad, NM 88220  
Legal Description: Tract 1, Robin & Martha Chapman  
Property Owner: Jose De Leon Macias  
Owner Address: 2805 Carver St, Carlsbad NM 88220  
Zoning District: C-1 Commercial 1 District

The property located at 106 W. Bonbright, Carlsbad, NM 88220 (Tract 1, Robin & Martha Chapman Subdivision) is zoned "C-1" Commercial 1 District.

A restaurant, including alcohol sales, is an allowed use within the C-1 Commercial zoning district. For additional uses allowed in this zoning district and development restrictions please refer to Carlsbad Code of Ordinances, Chapter 56. The Code of Ordinances can be found by visiting the City's webpage at [www.cityofcarlsbadnm.com](http://www.cityofcarlsbadnm.com) and then by clicking on the Planning and Regulation Department's link.

Trysha Ortiz  
Deputy Director of Planning and Regulation

#### 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

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AUG 29 2023

ALCOHOL & GAMING DIVISION

~~3770~~ total sq. feet  
4660

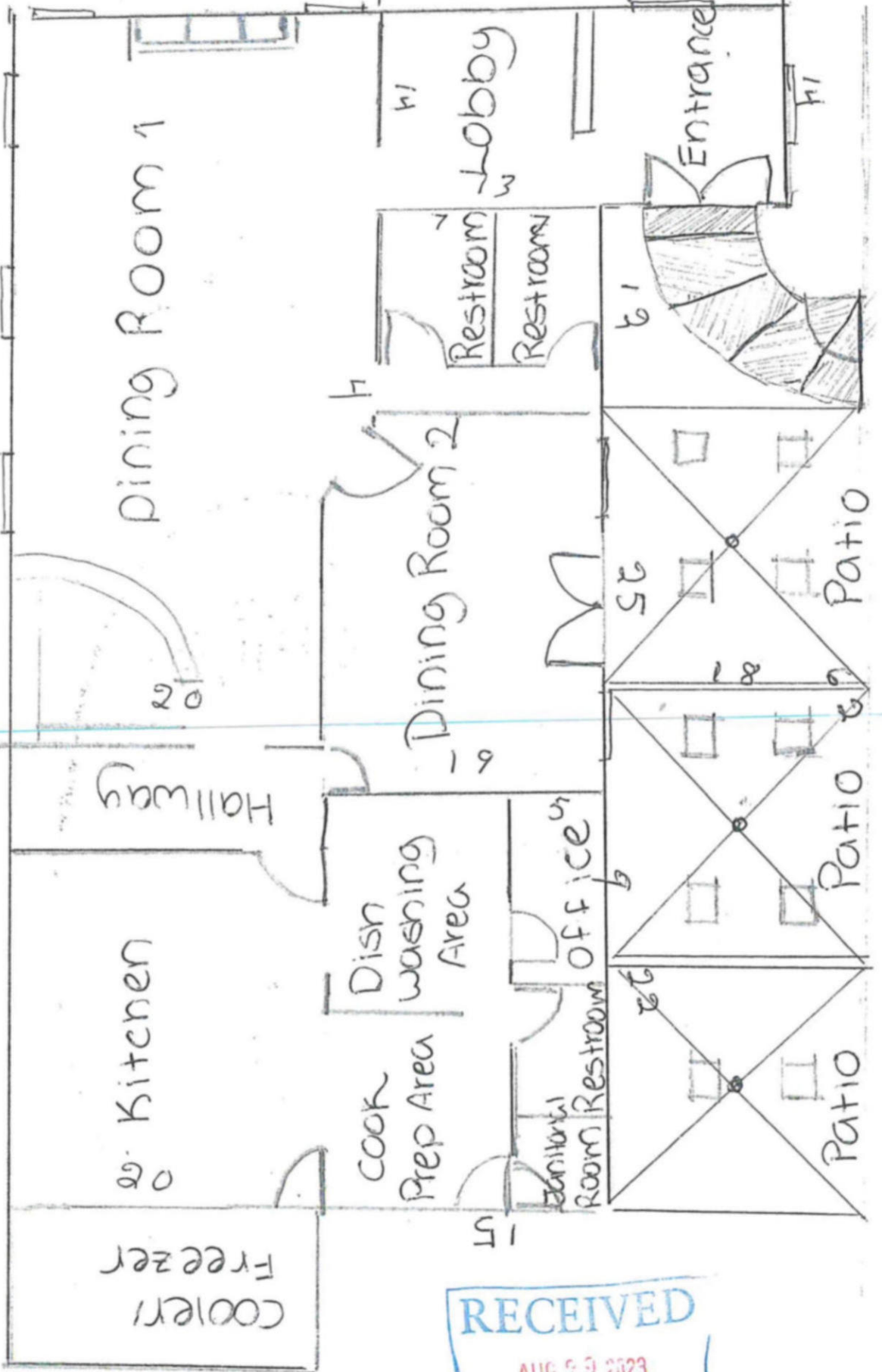
N  
S

20

6

14

33



Cooler/Freezer

Kitchen

Cook Prep Area  
Dish Washing Area

Hallway

Dining Room 1

Dining Room 2

Restroom  
Office

Restroom  
Restroom

Lobby

Entrance

Patio

Patio

Patio

RECEIVED

AUG 29 2023

ALCOHOL & GAMING DIVISION

Bonbright st



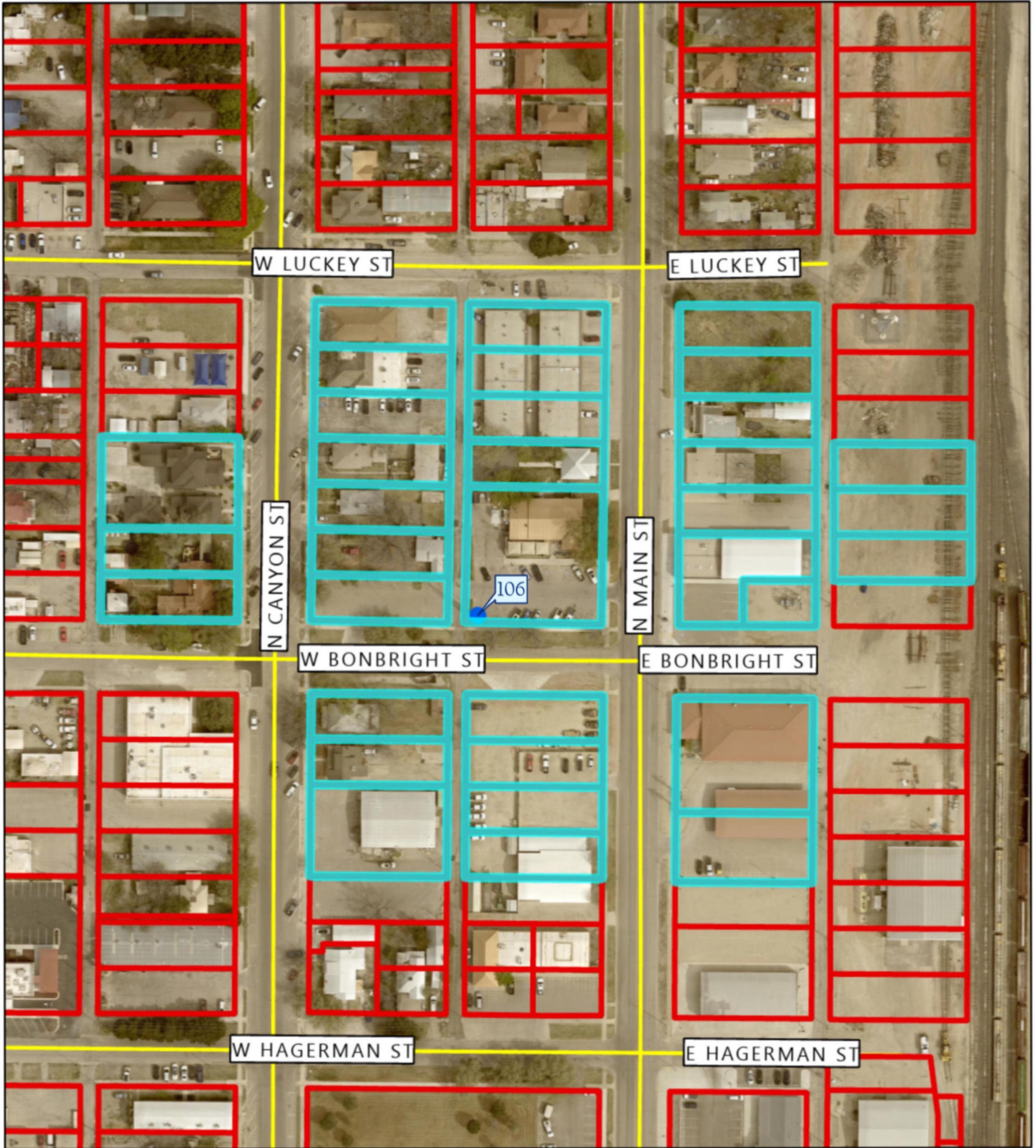
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300 Foot Radius

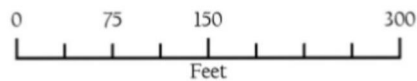
Map # 2897\_ed01

1 inch = 150 Feet

Date: 10/13/2023



-  Carlsbad Address
-  Roads
-  Parcel



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



# Carlsbad Current Argus.

PART OF THE CARLSBAD CURRENT ARGUS

## Affidavit of Publication

Ad # 0005845414

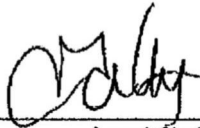
This is not an invoice

CITY OF CARLSBAD  
POBOX 1569

CARLSBAD, NM 88221

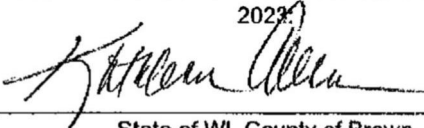
I, a legal clerk of the **Carlsbad Current Argus**, a newspaper published daily at the City of Carlsbad, in said county of Eddy, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof in editions dated as follows:

10/17/2023, 10/29/2023

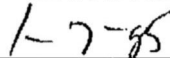


Legal Clerk

Subscribed and sworn before me this October 29,  
2023



State of WI, County of Brown  
NOTARY PUBLIC



My commission expires

### NOTICE OF HEARING REGARDING APPLICATION FOR A RESTAURANT B - BEER, WINE, AND SPIRITS LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY WITH PATIO SERVICE

Notice is hereby given that a public hearing will be held by the City of Carlsbad, New Mexico in the Planning Room of the Municipal Building, 101 North Halagueno Street, Carlsbad, NM at 6:00 p.m. on December 12, 2023.

The purpose of the hearing will be to accept public comment on whether the City Council should approve or disapprove an application for a Restaurant B -Beer, Wine, and Spirits Liquor License with on premises consumption only with patio Service

Applicant: El Diamante Restaurant, LLC  
D/B/A: El Diamante Restaurant, LLC  
Address: 106 W Bonbright Street  
Carlsbad, NM 88220

Only questions relating to the Liquor License will be considered.

Written comments regarding this matter maybe directed to the office of the City Administrator, City of Carlsbad, 101 N. Halagueno Street, PO Box 1569, Carlsbad, New Mexico, 88220, or by email to oeramirez@cityofcarlsbadnm.com and will be accepted until 5:00 p.m. on December 6, 2023.


/s/John N Lowe  
City Administrator  
#5845414, Current Argus,  
October 17, 29, 2023

KATHLEEN ALLEN  
Notary Public  
State of Wisconsin

Ad # 0005845414

PO #: El Diamante Restaurant, LLC  
# of Affidavits 1

This is not an invoice

 Legal Notices

**NOTICE OF HEARING  
REGARDING APPLICATION  
FOR A RESTAURANT B –  
BEER, WINE, AND SPIRITS  
LIQUOR LICENSE WITH ON  
PREMISES CONSUMPTION  
ONLY WITH PATIO SERVICE**

Notice is hereby given that a public hearing will be held by the City of Carlsbad, New Mexico in the Planning Room of the Municipal Building, 101 North Halagueno Street, Carlsbad, NM at 6:00 p.m. on December 12, 2023.

The purpose of the hearing will be to accept public comment on whether the City Council should approve or disapprove an application for a Restaurant B –Beer, Wine, and Spirits Liquor License with on premises consumption only with patio Service


Applicant: El Diamante Restaurant, LLC  
D/B/A: El Diamante Restaurant, LLC  
Address: 106 W Bonbright Street  
Carlsbad, NM 88220

Only questions relating to the Liquor License will be considered.

Written comments regarding this matter maybe directed to the office of the City Administrator, City of Carlsbad, 101 N. Halagueno Street, PO Box 1569, Carlsbad, New Mexico, 88220, or by email to oeramirez@cityofcarlsbadnm.com and will be accepted until 5:00 p.m. on December 6, 2023.

/s/John N Lowe  
City Administrator  
#5845414, Current Argus,  
October 17, 29, 2023



 **Legal Notices**

**NOTICE OF HEARING  
REGARDING APPLICATION  
FOR A RESTAURANT B –  
BEER, WINE, AND SPIRITS  
LIQUOR LICENSE WITH ON  
PREMISES CONSUMPTION  
ONLY WITH PATIO SERVICE**

Notice is hereby given that a public hearing will be held by the City of Carlsbad, New Mexico in the Planning Room of the Municipal Building, 101 North Halagueno Street, Carlsbad, NM at 6:00 p.m. on December 12, 2023.

The purpose of the hearing will be to accept public comment on whether the City Council should approve or disapprove an application for a Restaurant B –Beer, Wine, and Spirits Liquor License with on premises consumption only with patio Service

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Only questions relating to the Liquor License will be considered.

Written comments regarding this matter maybe directed to the office of the City Administrator, City of Carlsbad, 101 N. Halagueno Street, PO Box 1569, Carlsbad, New Mexico, 88220, or by email to oeramirez@cityofcarlsbadnm.com and will be accepted until 5:00 p.m. on December 6, 2023.

/s/John N Lowe  
City Administrator  
#5845414, Current Argus,  
October 17, 29, 2023

**CITY OF CARLSBAD**

**AGENDA BRIEFING MEMORANDUM**

Council Meeting Date: 12-12-2023

<b>DEPARTMENT:</b> Executive	<b>By:</b> John Lowe, City Administrator	<b>DATE:</b> 12-5-2023
<b>SUBJECT:</b> Pipeline Easement and Right-of-Way Agreement between the City of Carlsbad and SPC Resources, LLC (Santo Operations)		
<b>BACKGROUND, ANALYSIS AND IMPACT:</b> (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)		
<p>SPC Resources, LLC is requesting a pipeline easement and Right-of-Way agreement from the City of Carlsbad to cross city-owned property. The subject city-owned property is located at what is commonly known as the Lower Tansil area. The legal description of the property the easement will cross is Sections 7 and 8 of township 22 South, range 27 East. The proposed easement will be a total of 70' feet wide with a 50' wide permanent easement, and 20' wide being a temporary construction easement. The length of the easement will run a total of 1,846.35 linear feet (or 111.9 rods) across the city owned property.</p> <p>Compensation for this easement is as follows:</p> <ol style="list-style-type: none"> <li>1) Sections 7 and 8 T22SR27E = 111.9 rods</li> <li>2) 111.9 rods @ \$497.00 per rod = \$55,614.30</li> </ol>		
<b>DEPARTMENT RECOMMENDATION:</b> City Administration recommends approval of the proposed easement agreement between the City of Carlsbad and SPC Resources, LLC		
<b>BOARD/COMMISSION/COMMITTEE ACTION:</b>		
<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"/> N. Mesa Board	<input type="checkbox"/> _____ Committee
		} <input type="checkbox"/> APPROVED } <input type="checkbox"/> DISAPPROVED
<b>Reviewed by:</b> City Administrator: /s/John Lowe		<b>Date:</b> 12/06/2023

Attachments: Pipeline Easement Agreement  
Map



## PIPELINE EASEMENT AGREEMENT

This *Pipeline Easement Agreement* (“**Agreement**”) is entered into as of the dates written next to each signatory further below but made effective for all purposes as of the 1<sup>st</sup> day of December, 2023 (“**Effective Date**”), by and between **The City of Carlsbad, New Mexico**, a municipal corporation (“**Grantor**”), whose address is 101 North Halagueno Carlsbad, NM 88221, and **SPC Resources LLC**, a New Mexico limited liability company (“**Grantee**”), whose address is P.O. Box 1020, Artesia, New Mexico 88211-1020. Grantor and Grantee are sometimes collectively referred to herein as the “**Parties.**”

### RECITALS:

A. Grantor owns an interest in the following described land located in Sections 7 and 8 of Township 22 South, Range 27 East in Eddy County, New Mexico (the “**Subject Land**”):

B. Grantee desires to place a pipeline and/or pipelines on, over, under and across said lands, the location of which is more particularly described along the centerline as shown on the attached **Exhibit “A”** (the “**Pipeline Easement**”).

Now therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grantor grants, bargains, sells, and conveys to Grantee, its successors and assigns, an *exclusive* right-of-way and easement, fifty feet (50’) in width, on, over, under and across the Subject Lands along the Pipeline Easement and the right to occupy and use the surface and subsurface of the Pipeline Easement for the purpose of installing, laying, constructing, inspecting, maintaining, operating, using, altering, replacing and repairing pipelines and other appurtenances and associated equipment thereon (“**Easement Purpose**”). Grantee shall have, among other rights needed for such purposes, the right to transport gas, fluids, and other substances through the pipelines, import material to construct improvements and modifications, to place meters, lines, equipment, and any and all appurtenant facilities necessary for the operation and maintenance of the Pipeline Easement. During the construction and any maintenance periods, Grantee shall have the right to use and occupy an additional twenty feet (20’) of workspace, contiguous to the Pipeline Easement.

2. Grantor further grants, bargains, sells, and conveys to Grantee, its successors and assigns, a non-exclusive right of ingress and egress to the Pipeline Easement, including the right to use all existing roads on, over and across the Subject Land for such ingress and egress. Grantee shall have the right to maintain, improve, and widen all such roadways.

3. Grantee agrees that the consideration paid hereunder constitutes reasonable compensation for all damages related to the construction and the use of the Pipeline Easement.

4. Grantee shall have the right at any time to terminate this Agreement and may remove equipment and other personal property from the Subject Land at any time during the term of this Agreement. Grantee shall not be required to remove the pipelines, and other

subsurface equipment installed by Grantee or to take any other action with regard to such pipelines, except as may be required by governmental laws or regulations.

5. Grantee agrees to hold harmless and indemnify Grantor against any and all loss, cost, expense, claims, damage, demands and suits arising from Grantee, or its agents, employees, and contractors, through its or their activities conducted on the Pipeline Easement granted in this Agreement, excluding any loss, cost, expense, claims, damage, demands and suits arising from the gross negligence or willful misconduct of Grantor.

6. Subject to the terms of this Agreement, Grantee shall have all other perpetual rights and benefits necessary or useful for the full and complete enjoyment and use of the rights-of-way and easements granted herein for the purposes stated. This Agreement sets forth the terms and conditions mutually agreed to by the Parties, and there are no other oral or written agreements between Grantor and Grantee which modify, alter, or amend this Agreement.

7. Grantee may freely assign any of its rights under this Agreement, whether by sale, merger or otherwise, or through a participation agreement, operating agreement or any other type of assignment or agreement to assign and to grant co-easements, subeasements, licenses or similar rights to one or more assignees; however, any assignee shall be bound by and subject to the terms and provisions of this Agreement. The Pipeline Easement and other rights granted herein may also be exercised and utilized by Grantee's contractors, subcontractors, agents, employees, partners, and other parties contractually associated with Grantee. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. With the exception of Grantee's use of the Pipeline Easement for temporary above-ground lines as set forth below in Section 9., Grantee shall bury all pipelines within the Pipeline Easement below a minimum depth of three feet (3') unless otherwise agreed to by the Parties.

9. Grantee shall have the right to place temporary aboveground freshwater or recycled effluent water lines ("**Aboveground Lines**") upon the Pipeline Easement to provide such water to any contiguous oil and gas drilling or completion operation on one or more oil and gas wells in the vicinity of the Subject Land that occurs without a cessation of greater than forty five (45) days in such drilling or completion operation between wells (each such contiguous operation being a "**Well Batch**"). Grantee's placement of Aboveground Lines on the Pipeline Easement shall expire sixty (60) days after completion of each such Well Batch, at which point in time Grantee must promptly remove any temporary aboveground line(s).

10. This Easement Agreement and all rights granted will terminate on the earlier to occur of: (1) Grantee's failure to commence actual construction of a pipeline within the Pipeline Easement within 10 years of the Effective Date ("**Construction Period**") or (2) Grantee's failure to use the Pipeline for the Easement Purpose for any period exceeding 2 consecutive years after the Construction Period, excepting any time that Grantee is prevented from fulfilling the Easement Purpose by an event or circumstance of force majeure, if such event or circumstance is beyond the reasonable control of Grantee (including delays or non-shipments by any shippers) and Grantee has been unable to overcome such event or circumstance by the

exercise of reasonable diligence, limited to any of the following events or circumstances: war, pandemic, epidemic, lightning, earthquake, fire, landslide, avalanche, hurricanes, named storms, floods, wash-outs, tornadoes, other weather conditions that prevent transportation of natural gas, explosion, civil disturbance, act of God or the public enemy, the failure of federal, state or local governmental agencies to timely issue required permits or authorizations for which Grantee has made proper and timely application and the inability to retain or obtain replacements for any labor or materials necessary to allow the placement into service or repair of the pipeline for which pipeline has entered into firm contracts which are not honored by Grantee's counterparty for reasons other than a breach by Grantee.

11. Upon final termination of Operator's rights under this Agreement, Grantee shall (1) decommission any pipelines in the Pipeline Easement in place by purging them with inert gas and (2) reseed the surface of the Subject Land, to the extent and only to the extent it was disturbed by Grantee's operations thereon, using a seed mix recommended for the general area of the Subject Lands by the United States' Bureau of Land Management, the New Mexico State Land Office, or the Eddy County Extension Agent.

12. The terms, provisions, and conditions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, legal representatives, successors and/or assigns of the Parties and shall burden and be covenants running with the Subject Land.

[signature pages follow]

This Agreement is entered into as of the dates written next to each signatory below but made effective for all purposes as of the Effective Date.

**GRANTOR:**  
**City of Carlsbad**

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
: ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by  
\_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**GRANTEE:**

**SPC Resources LLC**

  
 \_\_\_\_\_  
 Hanson Yates  
 President

STATE OF Texas )  
 : ss.  
 COUNTY OF Harris )

This instrument was acknowledged before me on December 5, 2023, by Hanson Yates.

My commission expires:  
9/14/25

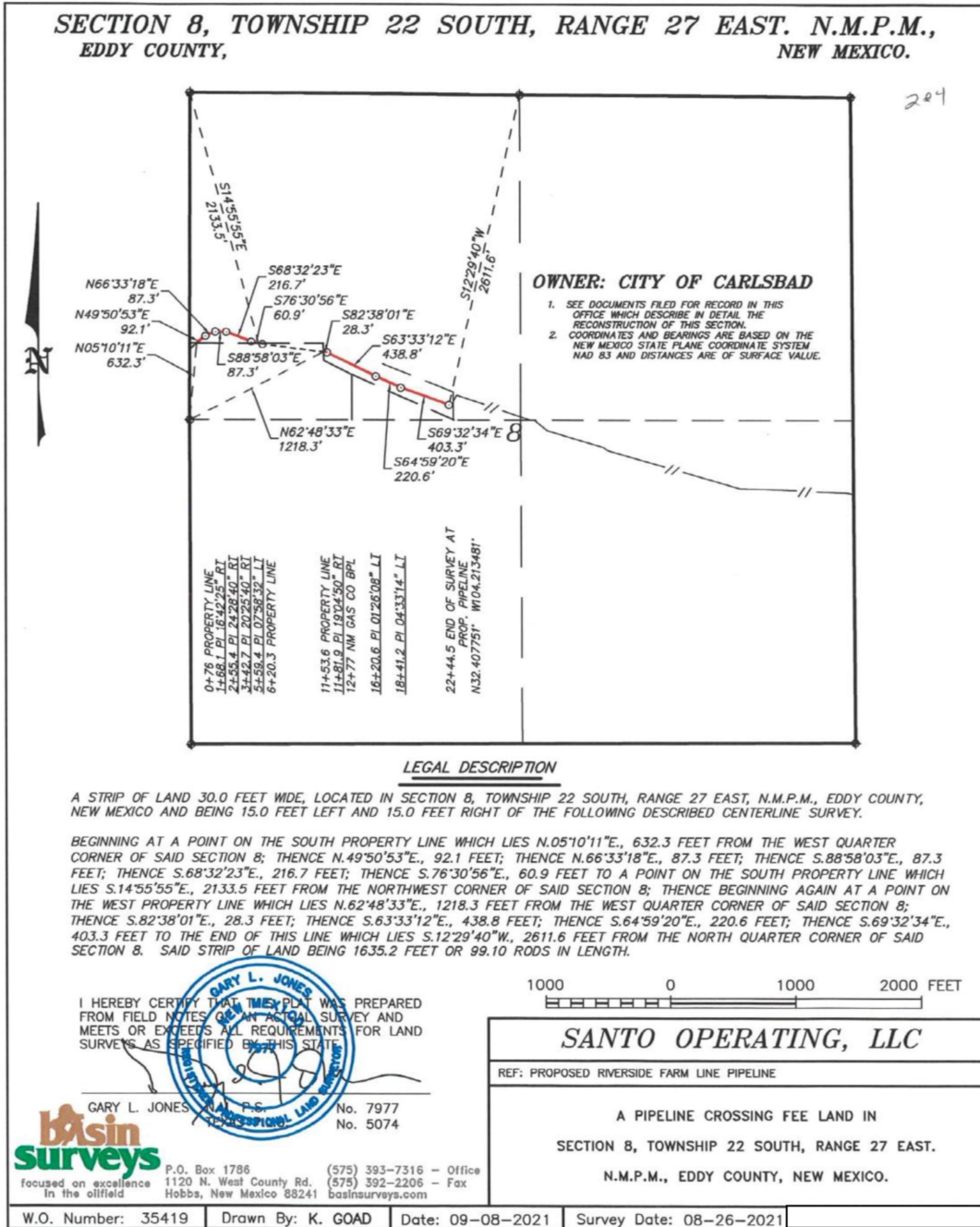
  
 \_\_\_\_\_  
 Notary Public



# EXHIBIT "A"

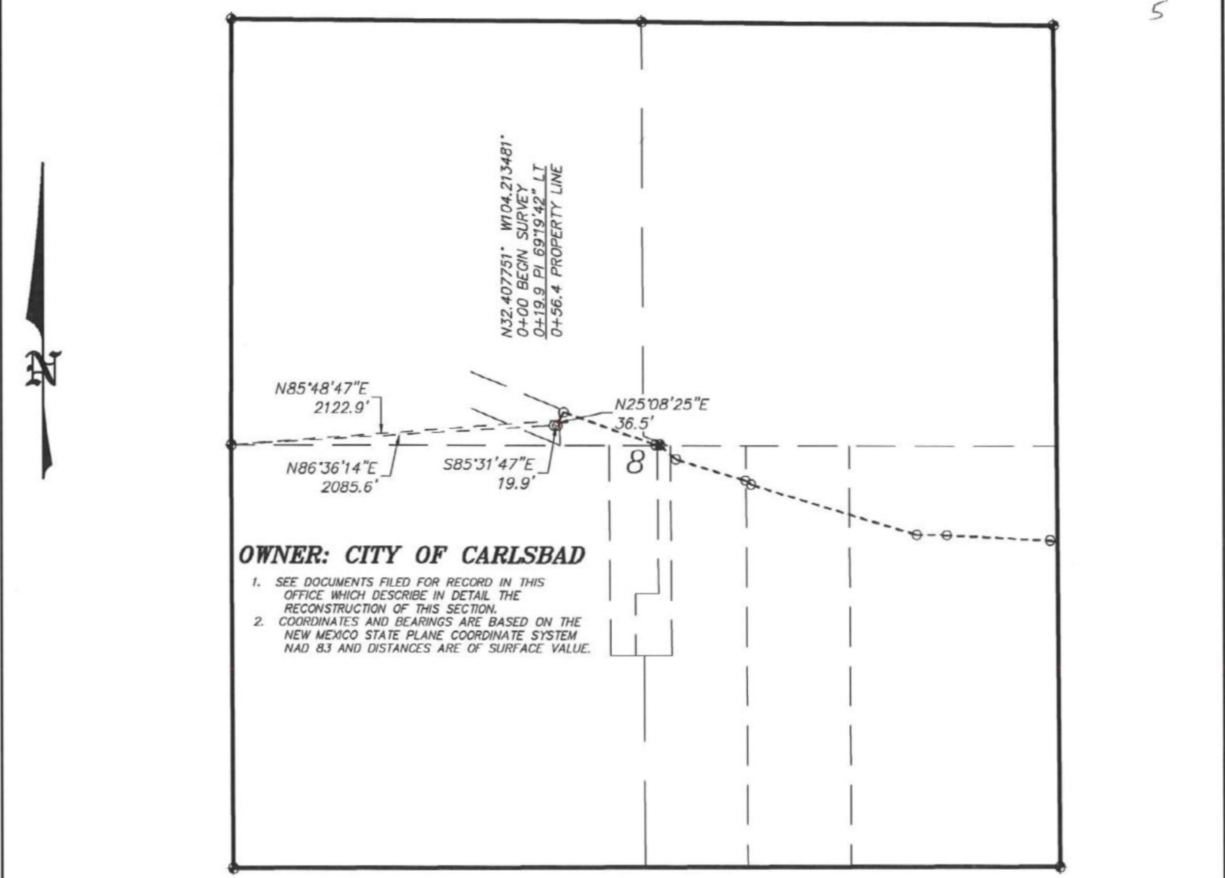
ATTACHED HERETO AND MADE A PART OF THAT CERTAIN PIPELINE EASEMENT AGREEMENT, BY AND BETWEEN THE CITY OF CARLSBAD, NEW MEXICO, AS GRANTOR AND SPC RESOURCES LLC, AS GRANTEE, EFFECTIVE AS OF DECEMBER 1, 2023.

## Easement Segment 1



**Easement Segment 2**

**SECTION 8, TOWNSHIP 22 SOUTH, RANGE 27 EAST. N.M.P.M.,  
EDDY COUNTY, NEW MEXICO.**



**OWNER: CITY OF CARLSBAD**

1. SEE DOCUMENTS FILED FOR RECORD IN THIS OFFICE WHICH DESCRIBE IN DETAIL THE RECONSTRUCTION OF THIS SECTION.
2. COORDINATES AND BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM NAD 83 AND DISTANCES ARE OF SURFACE VALUE.

**LEGAL DESCRIPTION**

A STRIP OF LAND 30.0 FEET WIDE, LOCATED IN SECTION 8, TOWNSHIP 22 SOUTH, RANGE 27 EAST, N.M.P.M., EDDY COUNTY, NEW MEXICO AND BEING 15.0 FEET LEFT AND 15.0 FEET RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY.

BEGINNING AT A POINT WHICH LIES N86°36'14"E., 2085.6 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 8; THENCE S85°31'47"E., 19.9 FEET; THENCE N.25°08'25"E., 36.5 FEET TO A POINT ON THE EAST PROPERTY LINE WHICH LIES N85°48'47"E., 2122.9 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 8. SAID STRIP OF LAND BEING 56.4 FEET OR 3.42 RODS IN LENGTH.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY AND MEETS OR EXCEEDS ALL REQUIREMENTS FOR LAND SURVEYS AS SPECIFIED BY THIS STATE.

GARY L. JONES, P.S. No. 7977  
No. 5074

**basin surveys**  
focused on excellence in the oilfield

P.O. Box 1786  
1120 N. West County Rd.  
Hobbs, New Mexico 88241

(575) 393-7316 - Office  
(575) 392-2206 - Fax  
basinsurveys.com

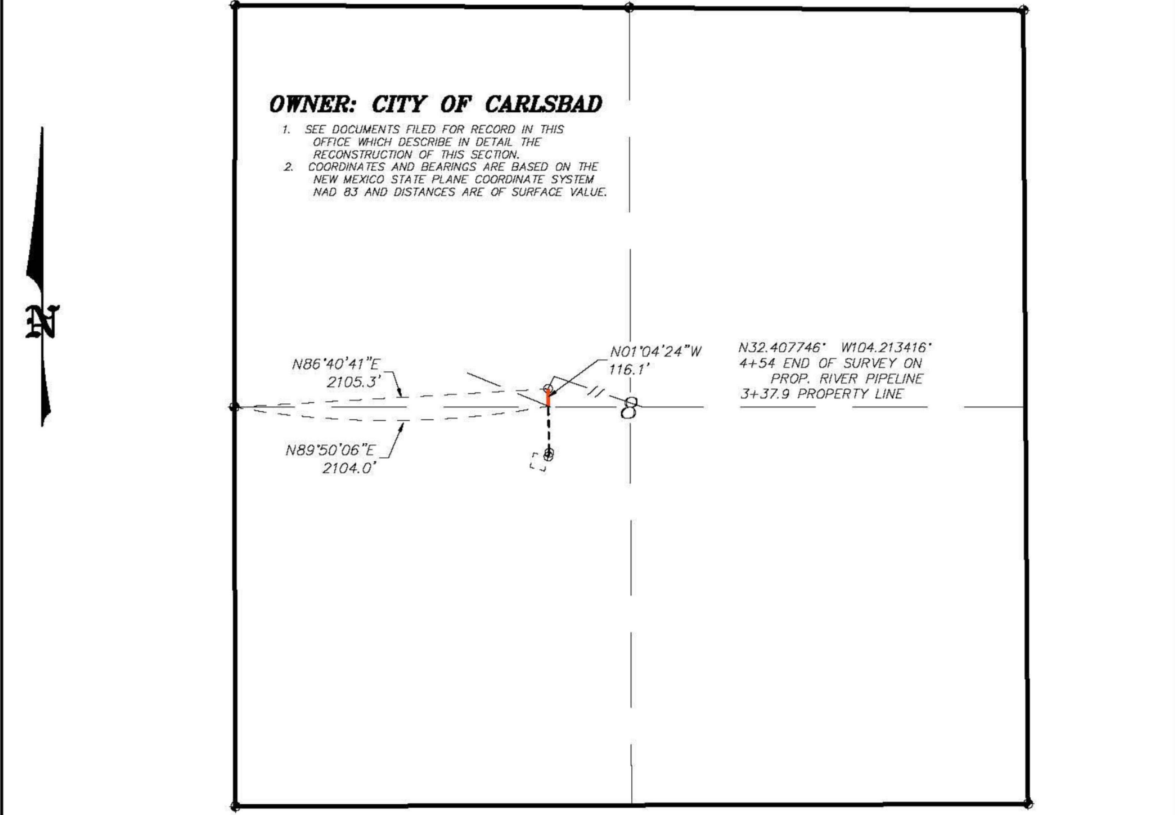


<b>SANTO OPERATING, LLC</b>
REF: PROPOSED RIVER PIPELINE
A PIPELINE CROSSING FEE LAND IN SECTION 8, TOWNSHIP 22 SOUTH, RANGE 27 EAST. N.M.P.M., EDDY COUNTY, NEW MEXICO.

W.O. Number: 35396	Drawn By: K. GOAD	Date: 06-25-2021	Survey Date: 06-11-2021
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**Easement Segment 3**

**SECTION 8, TOWNSHIP 22 SOUTH, RANGE 27 EAST. N.M.P.M.,  
EDDY COUNTY, NEW MEXICO.**



**OWNER: CITY OF CARLSBAD**

1. SEE DOCUMENTS FILED FOR RECORD IN THIS OFFICE WHICH DESCRIBE IN DETAIL THE RECONSTRUCTION OF THIS SECTION.
2. COORDINATES AND BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM NAD 83 AND DISTANCES ARE OF SURFACE VALUE.

**LEGAL DESCRIPTION**

A STRIP OF LAND 30.0 FEET WIDE, LOCATED IN SECTION 8, TOWNSHIP 22 SOUTH, RANGE 27 EAST, N.M.P.M., EDDY COUNTY, NEW MEXICO AND BEING 15.0 FEET LEFT AND 15.0 FEET RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY.

BEGINNING AT A POINT ON THE SOUTH PROPERTY LINE WHICH LIES N.89°50'06\"E., 2104.0 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 8; THENCE N.01°04'24\"W., 116.1 FEET TO THE END OF THIS LINE WHICH LIES N.86°40'41\"E., 2105.3 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 8. SAID STRIP OF LAND BEING 116.1 FEET OR 7.04 RODS IN LENGTH.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED FROM FIELD NOTES OF A REAL SURVEY AND MEETS OR EXCEEDS ALL REQUIREMENTS FOR LAND SURVEYS AS SPECIFIED BY THIS STATE.

GARY L. JONES, P.L.S. No. 7977  
 GARY L. JONES, P.L.S. No. 5074



<b>SANTO OPERATING, LLC</b>
REF: PROPOSED PIPELINE FROM THE RIVER PIPELINE TO A PROPOSED TRACT
A PIPELINE CROSSING FEE LAND IN SECTION 8, TOWNSHIP 22 SOUTH, RANGE 27 EAST. N.M.P.M., EDDY COUNTY, NEW MEXICO.

**basin surveys**  
 focused on excellence in the oilfield

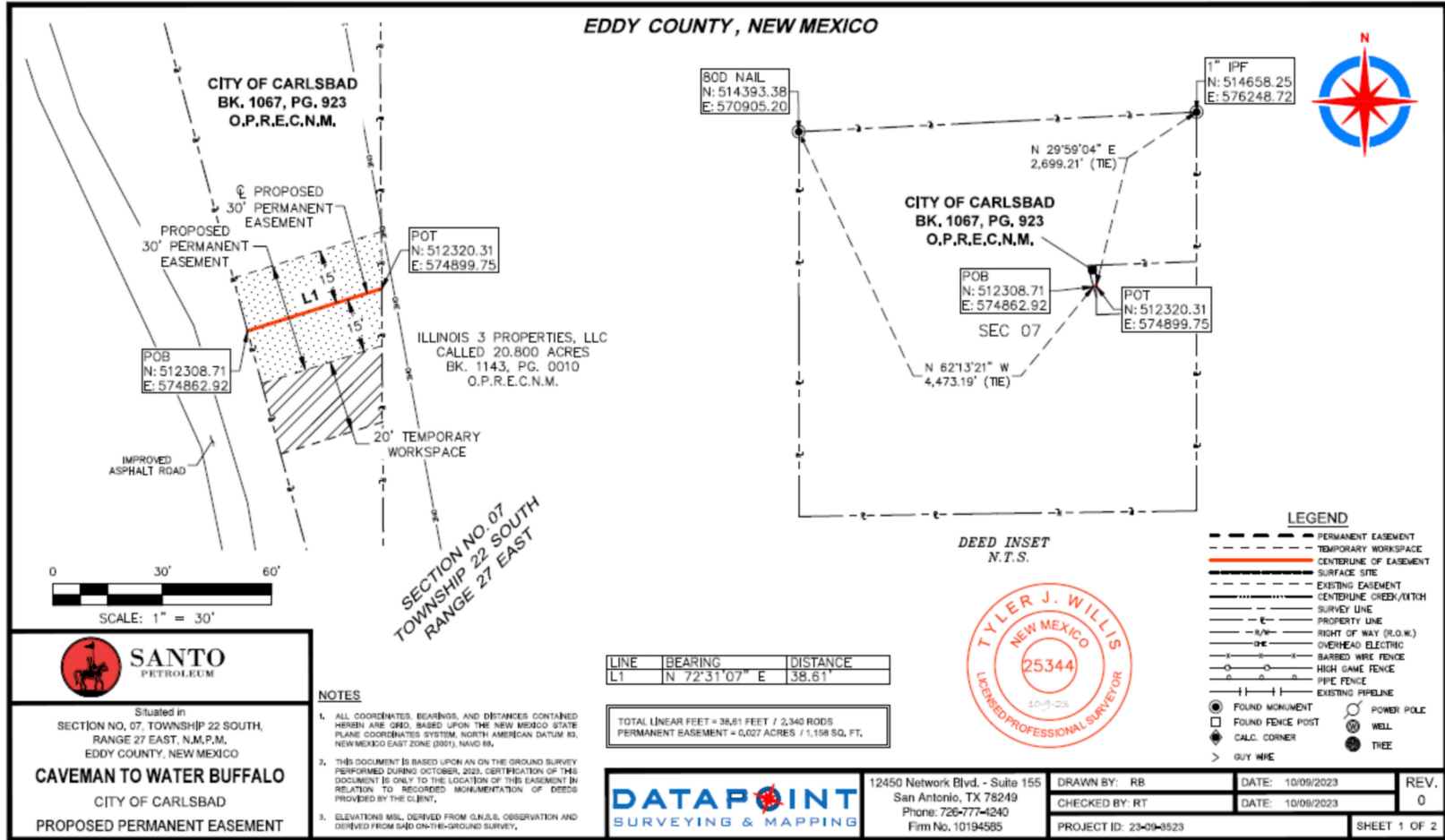
P.O. Box 1786  
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(575) 393-7316 - Office  
 (575) 392-2206 - Fax  
 basinsurveys.com

W.O. Number: 35396	Drawn By: <b>K. GOAD</b>	Date: 06-25-2021	Survey Date: 06-11-2021
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Easement Segment 4



2:12023\SANTO\RETOLD\M33-09-3523-CAVEMAN TO BUFFALO\PLATS\2023\009\WIP-EDY-CARLSBAD TO BUFFALO.dwg 10/9/2023 10:32 AM R#2141452

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**Easement Segment 4 (cont)**


**30 FEET-WIDE  
PERMANENT EASEMENT**

Being a Centerline description of a 30 feet-wide permanent easement, located in Section No. 07, Township 22 South, Range 27 East, N.M.P.M., Lea County, New Mexico; being part of a tract of land described in Deed to the City of Carlsbad, as recorded in Book 1067, Page 923, of the Official Public Records of Eddy County, New Mexico; said easement being described by a centerline which is bound by lines 15 feet each side and parallel to said centerline and being more particularly described as follows:

**BEGINNING** at a point in said tract of land, from which an 80D Nail found for the Northwest corner of said Section 07, bears N 62°13'21" W, a distance of 4,473.19 feet;

**THENCE N 72°31'07" E**, a distance of **38.61** feet to the **POINT OF TERMINATION**, from which a 1-inch iron pipe found for the Northeast corner of said Section No. 07, bears N 29°59'04" E, a distance of 2,699.21 feet, said easement containing 1,158 square feet or 0.027 of an acre of land, more or less, said easement having a centerline length of 38.61 feet or 2.340 rods.

I, Tyler J. Willis, New Mexico Professional Surveyor No. 25344, do hereby certify that this plat and the actual survey on the ground upon which it is based were performed by me or under my direct supervision; that it meets or exceeds the minimum standards for surveying in New Mexico; and that it is true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
TYLER J. WILLIS

Date of Signature: October 09, 2023

PROFESSIONAL LAND SURVEYOR NO. 25344  
FIRM REGISTRATION/LICENSE NO. 10194585  
FOR DATAPOINT SURVEYING AND MAPPING  
12450 NETWORK BLVD, SUITE 155  
SAN ANTONIO, TX. 78249  
(726) 777-4240 OFFICE  
(726) 777-4241 FAX






Map of Proposed Pipeline Easement – Near Pecos River/North of Fiesta Drive



**CITY OF CARLSBAD**

**AGENDA BRIEFING MEMORANDUM**

Council Meeting Date: 12/12/2023

<b>DEPARTMENT:</b> Municipal Services	<b>BY:</b> Ted Cordova, Director 	<b>DATE:</b> 11/14/2023
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**SUBJECT:** Authorize the Submission of a National Library of Medicine Health Information Outreach Grant

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

The mission of the Network of the National Library of Medicine (NNLM) is to advance the progress of medicine and improve the public's health by providing U.S. researchers, healthcare professionals, public health workforce, educators, and the public with equal access to biomedical and health information resources and data. NNLM's main goals are to work through libraries and other members to support a highly trained workforce for biomedical and health information resources and data, improve health literacy, and increase health equity through information.

The NNLM Regional Medical Libraries (RMLs) and Offices rely upon partnerships. The award's primary aims are to widen access to and awareness of health information resources, with a focus on those resources provided by the NLM. The programs are intended to help a variety of users:

- With a focus on minority and other underrepresented populations and the healthcare professionals who serve them
- Make the most effective use of information and decision-support resources to promote healthy behaviors
- Prevent costly and debilitating illness
- Improve health outcomes when disease occurs

If selected we would receive \$25,000 to advance their community health efforts. The grant period is July1, 2024- April 30, 2025

The grant application is due March 1, 2024.

**DEPARTMENT RECOMMENDATION:** City Council authorize the submission of a National Library of Medicine Health Information Outreach grant application and designate the Mayor or designee as the Authorized Representative to sign the grant application and any related documents.

**BOARD/COMMISSION/COMMITTEE ACTION:**

P & Z	Lodgers Tax Board	Riverwalk Rec Center Board	APPROVED
Museum Board	San Jose Board	Water Board	
Library Board	N. Mesa Board	Beautification Committee	DISAPPROVED

<b>Reviewed by:</b> City Administrator:/s/John Lowe	<b>Date:</b> 12/06/2023
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[Home](#) / [Funding](#) / [Funding Opportunities](#) / Health Information Outreach Award

# Health Information Outreach Award

## Funding

**Period of Performance:** July 1, 2024 - April 30, 2025

**Amount:** \$25,000

**Application Deadline:** March 1, 2024, 6:00 pm EST

### Additional Funding Information

Subaward activities may start earlier (no earlier than May 1, 2024) or may be delayed depending on how quickly each institution is able to process paperwork.

## Description of Award

The mission of the Network of the National Library of Medicine (NNLM) is to advance the progress of medicine and improve the public's health by providing U.S. researchers, healthcare professionals, public health workforce, educators, and the public with equal access to biomedical and health information resources and data. NNLM's main goals are to work through libraries and other members to support a highly trained workforce for biomedical and health information resources and data, improve health literacy, and increase health equity through information.

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- With a focus on minority and other [underrepresented populations](#) and the healthcare professionals who serve them
- Make the most effective use of information and decision-support resources to promote healthy behaviors
- Prevent costly and debilitating illness
- Improve health outcomes when disease occurs

### Background/Purpose



The purpose of the Health Information Outreach Award is to ensure that healthcare professionals, patients, and the general public are introduced to authoritative health information. This award provides support for projects that improve health information literacy and increase the ability of consumers, caregivers, students, and other members of the public to find and use health information. Funds can also be used to improve healthcare professionals' access to, awareness of, and skills for locating high-quality biomedical and health information. Awards should focus on building partnerships, collaborating with local community groups, and other key groups to provide health information outreach projects to underrepresented populations in the region.

### **Proposal Requirements and Preferences**

All projects must incorporate one or more National Library of Medicine resources like [PubMed](#), [ClinicalTrials.gov](#), or [MedlinePlus](#). You can refer to the [NLM list of Databases, Resources, and APIs](#) for a complete overview of resources by topic.

Preference will be given to projects that increase information access for current and future audiences, with priority for underrepresented populations experiencing health disparities relating to:

- race and ethnicity;
- biological sex, gender identity or expression, and sexual orientation;
- cognitive and physical abilities;
- religious background or identification;
- socio-economic status (past and current);
- education level, health literacy, and linguistic needs;
- geographic location including underrepresented populations from [medically underserved areas](#);
- and other factors or demographics that create unequal access to the highest level of health (please refer to the [special supplement by the American Journal of Public Health about health disparities research](#)).

### **Potential Project Ideas**

Potential projects may include but are not limited to (this list is not meant to be all-inclusive):

- Training underrepresented healthcare professionals or professionals that work with underrepresented

populations in the effective use of electronic health information resources for evidence-based practice with an emphasis on NLM databases and NNLM resources.

- Placing web-accessible devices in locations where they can be used to research health information needs by unaffiliated healthcare professionals such as free clinics, community health centers, etc.
- Improving access to health information and technology for those groups without adequate access to information services.
- Exhibiting or presenting at local meetings or organizational events to share completed outreach projects and promote NLM products and services.
- Evaluating health information and training needs of a target audience and implementing a training plan for that audience.
- Programs on locating and evaluating authoritative consumer health information.
- Incorporating NLM health and science information resources into new or existing health programs. See [National Health Observances](#) for some ideas.
- Development of supplemental educational materials using NLM resources.
- Train-the-Trainer projects that enhance the skills of the service-providing staff and other consumer health information intermediaries to train participants on locating and evaluating health information.

RML/Office staff are available for consultation on applicable NLM resources. Learn more about more past funded projects: [NNLM Past Funded Projects webpage](#).

### **Eligibility**

- Your institution or organization must be must be a Network Member of the NNLM. Not a member yet? [Join now for free!](#)
- Organizations, in most cases, are only eligible to apply for awards from the Regional Medical Library that serves the state in which they operate in. Please contact the RML/Office for further clarification.

### **University of North Texas Health Science Center (HSC) RCOI Requirement**

Successful applicants will be required to submit a Research Conflict of Interest (RCOI) disclosure. From the HSC website:

"All individuals, both internal and external, involved in research are required to complete the new UNTHSC COI eDisclosure. For external individuals, please email [compliance@unthsc.edu](mailto:compliance@unthsc.edu) the following information: name of individual, email address, department at UNTHSC they will be affiliated with and state that they are an external individual. An account will be setup so they can complete the UNTHSC COI eDisclosure."

For more information, visit: <https://www.unthsc.edu/research/office-of-research-compliance/research-conflict-of-interest/>

### **Disallowance of Human Subjects Research**

Projects containing [Human Subjects Research](#) components will not be reviewed or considered for funding. Applicants that can generate a determination letter from their IRB stating that their project does not meet regulatory definitions should submit documentation as soon as possible. The letter from the IRB provides an official determination that the project is not human subjects research or does not meet the definition of human subjects research. Typically, quality improvement activities are not considered human subjects research and would still be eligible to apply for funding.

## **Application Instructions**

### **Online Application Overview**

Your application will be comprised of the following items:

1. Full Project Proposal (Project Information, Project Narrative, Budget Justification)
2. Direct Beneficiaries / Populations Served checklist
3. CVs/Resumes
4. F&A rate agreement (if applicable)
5. IRB determination letter (if applicable)
6. Letters of support (optional)

Please do not combine all six (6) items into a single PDF package. Send as separate attachments in a single email. Instructions for each item below.

### **Project Proposal**

#### **1. Full Project Proposal**

Please include the following sections (Project Information, Project Narrative, and Budget Justification) and fields in your proposal. Follow the page limits and formatting standards below to ensure readability and fairness.



- Text size: 12 point
- Text color: Black
- Recommended fonts:
  - Arial,
  - Georgia,
  - Helvetica, or
  - Times New Roman
- 1" margins
- DOCX or PDF file format is acceptable
- Clearly formatted headings and labels for each section of your application

### **Project Information (do not exceed 1 page)**

- **Lead Organization:** List the institution that will lead and receive funding to conduct the proposed project.
- **Project Lead:** Enter the name of the person coordinating this project.
- **Institution Tax ID:** Enter the 9-digit tax identification number for your institution.
- **Institution Unique Entity Identifier:** Please confirm your organization's Unique Entity Identifier (via SAM.gov). If you do not have a UEI SAM number, [apply for one](#) as soon as possible. *By April of 2022, the federal government stopped using the DUNS number to uniquely identify entities. At that point, entities doing business with the federal government use a Unique Entity Identifier (SAM) created in SAM.gov.*
- **Have you/your institution previously received NNLM funding in the current grant cycle?** Yes, No, or I don't know.
- **Amount Requested:** The amount specified should not exceed the limit established by the RML/Office. Direct Costs and Indirect Costs (F&A) combined should not exceed the maximum amount established per award. Contact your RML/Office if you have questions about the funding amount.

### **Project Narrative (do not exceed 10 pages; page limit does not include supporting documentation such as a bibliography or appendix)**

- **Project Narrative** (do not exceed 10 pages; page limit does not include supporting documentation such as a bibliography or appendix)
- **Project Title:** Describe the project with an external

audience in mind.

- **Project Summary:** Provide a one-paragraph description that summarizes the proposed project. Funded projects are displayed on the NNLM website and are provided by NLM in response to requests from NIH, HHS, OMB, Congress, and the White House.
- **Partner Organizations:** If applicable, use the [NNLM Network Directory](#) to find existing records for up to three (3) organizations that will partner with the Lead Organization to conduct/complete the project. List them here. If listing organizations external to your own as partners, please include documentation to show the partner organization's commitment to participating if funded. This can take the form of providing a letter of commitment or other documented confirmation. *If a record does not exist for a partner organization, provide the institution name, address, and contact information.*
- **Training to be Provided as Part of this Award:** State yes or no.
- **Proposed Start and End Dates for the Project:** List the appropriate dates. Contact your RML/Office before applying if your project will extend more than one year.
- **Evidence of Need:** Provide a statement of how the project proposed will support the mission of NNLM, explain the need for the project, and describe the audience or population that will be reached through this project. Please clearly document if this project will engage underrepresented populations and/or involve medically underserved areas. When possible, support the stated need using data such as known needs assessments or statistics.
- **Project goals and objectives:** State the goal(s) and specific objectives(s) of the proposed project. Goals should align to RML Specific Aims, [NNLM Goals and Objectives](#), and/or the [NLM Strategic Plan](#). Include one or more NLM resources.
- **Implementation:** Describe what will be done to meet project objectives and its rationale. Include tasks to be performed and who will perform them.
- **Schedule/Timeline:** Include a timeline for implementing the plan to meet objectives.
- **Evaluation Plan:** Describe how the project will measure success. Include data collection frequency, type of data to be collected, tools, and how data will be used or disseminated.

- **Publicity/Promotion:** Briefly describe how you intend to promote your project to the target audience. Please specify which NLM resources or NNLM national initiatives will be utilized, how they will be promoted, and how they will be utilized throughout the project.
- **Continuity/Sustainability Plan:** Describe the activities that will sustain project services and/or communication to the targeted community beyond the award project period.
- **Personnel Qualifications:** If applicable, list the project personnel who will be involved in the project and include their role(s) and applicable experience. Submit resumes or CVs for personnel listed in the proposal.
- **Finally, how did you hear about this funding opportunity?** (choose the single "best" answer)
  - NNLM Website (i.e. [www.nlm.gov](http://www.nlm.gov))
  - Regional Medical Library communication (i.e. email, newsletter, listserv, conference presentation, etc.)
  - NNLM Podcast (i.e. <https://www.nlm.gov/podcast>)
  - Word of mouth (i.e. a friend or colleague recommended it to you)
  - Other, please specify

### **Budget and Budget Justification (do not exceed 5 pages)**

Awards are cost-reimbursable and are issued to the institution, not the individual.

For each budget item, include a narrative justification for the purchase that explains its purpose for the project.

If a budget line is not applicable for your project, you may leave it blank. The budget estimate should be categorized by the following, as they apply:

- **Personnel:** Include (% time X annual salary) or (hourly rate X estimated hours). Check with your RML/Office for specifics on personnel.
- **Consultant Costs:** Estimate expenses from consultants, such as marketing firms or other agencies. Submit the following information to the RML/Office: name of consultant, description of work, hourly rate, total amount/not to exceed amount, and period of performance.
- **Equipment:** Quotes for items required such as computers and other equipment. Include quotes received or other pricing information as a separate attachment.



- **Supplies:** Quotes for printing and other materials. Include description and any quotes as a separate attachment.
- **Communications:** Media, publicity or other communication costs. Include description and any quotes as a separate attachment.
- **Reproduction:** Printing materials or other reproduction costs.
- **Travel:** Estimates for travel. Include description and any quotes as a separate attachment.
- **Other:** Include description and any quotes as a separate attachment.
- **Indirect Costs (IDC) or Facilities and Administrative (F&A) Costs:** Apply at your institution's non-research rate (typically "Other Sponsored Research"). If your institution has no negotiated rate, a 10% Modified Total Direct Cost (MTDC) can be applied if you wish to claim it. *Indirect Costs included in your overall budget. Your direct costs plus your IDC should not exceed the total award amount.*
- **SF424 R&R Budget Sheet:** Please complete the accompanying SF424 R&R Budget Sheet. Detailed instructions on completing this form can be found on page 92 of [General Instructions for NIH and other PHS Agencies](#).

Funding restrictions: Food, promotional items and furniture are not allowable expenses. Promotional items include but are not limited to: Clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags that are sometimes provided to visitors, employees, grantees, or conference attendees. Refer to the [NIH Grants Policy Statement](#).

## 2. Direct Beneficiaries / Populations Served Checklist

Please complete the accompanying **Direct Beneficiaries / Populations Served Checklist** with the following information:

- **Populations Served:** Select up to three (3). These should be the primary populations targeted in your project. If not explicitly identified in the proposal section, please do not select it here.
- **Participant's Roles:** Select all that apply. These are the primary roles of the participants of your project. These should be explicitly identified in the proposal section.

## 3. CVs/Resumes

Please include the CVs or resumes of any key personnel or contributors to the project.

#### **4. F&A Rate Agreement (if applicable)**

If your institution has a negotiated rate, your Office of Sponsored Programs or equivalent department can provide the rate agreement.

If your organization does not have a negotiated rate and choosing to receive the "de minimus" rate of 10%, no documentation is needed.

#### **5. IRB Determination Letter (if applicable)**

The RML does not fund projects that involve human subjects research. Some organizations may have an Institutional Review Board that can generate a determination letter that shows that your project does not meet regulatory definitions. Inquire within your organization if you're unsure.

If selected, the RML will submit your proposal to the North Texas Regional Institutional Review Board for review if a letter is not available from your organization. Consulting with the RML prior to submitting your application is highly recommended.

#### **6. Letters of Support or Commitment (optional)**

If you are partnering with another organization that is contributing effort or resources to your project, you may include any letters that demonstrate that commitment. This is optional.

#### **Acknowledgements**

When you submit application documents, you are agreeing to the following:

- You will share the information gained with colleagues in your institution/RML/Office, as required by the Request for Proposal.
- You will submit regular, interim & final reports, as requested by the funding agency & stipulated in the Request for Proposal.
- Any web-based resources developed for this project will ensure accessibility to the greatest possible number of people.
- Additional documentations will need to be completed

should your project be awarded. Please consult with your RML/Office for details.

**Proposal Submission**

The full application should be emailed to: [nnlmregion3@unthsc.edu](mailto:nnlmregion3@unthsc.edu). If you do not receive an email confirming your submission within one (1) business day, please email Executive Director Brian Leaf at [brian.leaf@unthsc.edu](mailto:brian.leaf@unthsc.edu)

**Application Files**

[Direct Beneficiaries Checklist](#)

[Budget Form](#)

**Additional Information**

**Grant Writing Resources**

For support in grant writing, please see the [NNLM Grants and Proposal Writing Course](#) for tips on award applications.

**508 Compliance**

Section 508 requires that all website content be accessible to people with disabilities. This applies to Web applications, Web pages and all attached files on the intranet, as well as, internet. The National Library of Medicine is a part of the National Institutes of Health, U.S. Department of Health and Human Services. Recipients of National Library of Medicine funding through the NNLM must meet all requirements under Section 508. [Information on 508 Compliance.](#)

**Reporting Requirements**

Technical/progress reports on the project may be required in order to satisfy its reporting obligations to the Federal Awarding Agency.

A Final Report will be submitted within 15 days after the end of the Project Period or 30 days after termination of this award, whichever comes first.

Reporting Requirement	Access	Timeline
Activities and Participants –Submitted through the NNLM Data Reporting System (DRS)	Subawardees must add reports on their individual project page or submitted manually (if the website is not available).	Within 10 days of the activity.

Final Report – Submitted through the NNLM DRS	Same as above.	Within 30 days of project completion or 15 days after the end of the Project Period.
<b>Required if Applicable</b>		
If offering Medical Library Association (MLA) Continuing Education (CE), contact the RMI for training evaluation form.		
If technology is purchased or provided: NNLM Technology Report	<a href="#">NNLM Technology Report</a>	Submit before the final report
If funds are included for librarian professional development: NNLM Professional Development Award Report	<a href="#">NNLM Professional Development Award Report</a>	Within 30 days after the last day completed
If programming is provided to patrons or community members: Project Outcome	<a href="#">PLA Project Outcome</a>	Immediately following program completion- be sure to check the box to ensure NNLM has access the data.

**NIH Public Access Policy**

Recipients of NNLM funding are required to deposit any peer-reviewed manuscript upon acceptance for publication in PubMed Central in accordance with the [NIH Public Access Policy](#).

**Data Sharing and Development of Training Materials**

To facilitate the dissemination of knowledge and information associated with the NNLM Cooperative Agreement Award, all subawardees are required to share any data or training material resulting from funding. This information must be submitted to the following collection sites as applicable:

- [Network of the National Library of Medicine](#) (NNLM)



website;

- Other websites specifically designated by the NLM as part of the Network of the National Library of Medicine (considering changes in the project and data repositories required to maintain sharing within the Network).

In addition, recipients of funding are expected to use or adapt existing training materials before developing new materials. Consult with your RML/Office and the NNLM Training Office (NTO) prior to developing materials.

### **Publication and Copyrighting**

Per Section 8.2.1. - [Right in Data \(Publication and Copyrighting\) of the NIH Grants Policy Statement](#). The NIH must be given a royalty-free, nonexclusive, and irrevocable license for the Federal government to reproduce, publish, or otherwise use any materials developed as a result of funding and to authorize others to do so for Federal purposes, i.e. the ongoing development of the Network of the National Library of Medicine. Data developed by a subawardees/consortium participants and consultants are also subject to this policy.

### **NIH Acknowledgement**

Any resources developed with project funds must include an acknowledgment of NIH grant support and a disclaimer. Please consult with your RML/Office for the specific acknowledgement statement to be used for your project award.

## **Application Review and Scoring Criteria**

Review and selection of proposals - reviewers selected by the RML/Office. The Review Committee may include staff as well as Network members from the region, such as public health professionals, academic health science librarians, and community organizations. The Review Committee will make final recommendations for funding to the Associate/Executive Director of the RML/Office. Applicants will receive a copy of reviewer comments along with a final decision regarding funding.

Scored Review Criteria: Scale: 1-100

The application will be scored in the following areas:

- **Significance (15 points max):** Does the proposed program make a significant contribution to the mission of



NNLM. Is there information on the target population provided? Are there estimates of the potential population and the portion expected to be reached? Is the target group or population described and the actual or perceived need for the proposed program is discussed?

- **Methodology/Approach (40 points max):** Does the statement show the logic and feasibility of the technical approach to reaching the target group or community? Are the types of outreach services provided for the target population appropriate, creative and cost-effective? Does the project plan demonstrate sustainability or the ability to provide lessons learned for future programs? Does the proposed project add value to other initiatives? Does the project use local partners? Does the proposal include a timeline or implementation schedule for major events and activities? Does the program specify what NLM resources or NNLM national initiatives will be promoted and how they will be utilized throughout the project?
- **Evaluation (15 points max):** Is there an evaluation plan? Does the plan make sense given the goals and objectives? Is there a timeline and are individuals assigned responsibility for milestones or tasks? Are there other forms of evaluation that the project should consider or add? Is the plan thorough enough or feasible for the project?
- **Project Staff (15 points max):** Does the proposed personnel have experience in developing and conducting outreach and/or training programs in health information for patients, the public or healthcare professionals. Do the proposed personnel have prior experience working with the target group? Is there evidence of institutional facilities and resources adequate to support the proposed programs. If applicable, do project partners bring experience to the project team?
- **Budget (10 points max):** Is the proposed budget within funding limits? Is the budget justification sound? Could budget items be eliminated or reduced without jeopardizing the project? Does it include money within allowable line items? Do they have line items that account for all the requested money?
- **Diversity, Equity, and Inclusion (5 points max):** Does the application identify inequities and disparities or target underserved populations? Is the organization using an inclusive, community-engaged process for planning and implementation if they are proposing community-based

programming?

- NIH-designated U.S. health disparity populations include Blacks/African Americans, Hispanics/Latinos, American Indians/Alaska Natives, Asian Americans, Native Hawaiians and other Pacific Islanders, socioeconomically disadvantaged populations, underserved rural populations, individuals with a physical or mental disability, sexual and gender minorities, individuals under 18 or over 65, and individuals with less than a high school degree.
- RML/Office staff and Network members will review and score applications using a standardized RFP scorecard.
- Reviewer score sheets and comments will be shared with the applicant. If further clarification is needed, the applicant will be given 1 week to submit more information.
- The RML/Office will provide a subaward agreement for all approved projects. All sub-awards are cost reimbursement. Line item invoices must be submitted for reimbursement of expenditures. Invoices may be sent monthly.

#### ON THIS PAGE

- [Funding](#)
- [Description of Award](#)
- [Application Instructions](#)
- [Additional Information](#)
- [Application Review and Scoring Criteria](#)

LAST UPDATED: 11/02/23 12:11

**CITY OF CARLSBAD**

**AGENDA BRIEFING MEMORANDUM**

Council Meeting Date: 12/12/2023

<b>DEPARTMENT:</b> Municipal Services	<b>BY:</b> Ted Cordova, Director 	<b>DATE:</b> 11/09/2023
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**SUBJECT: Accept FY22 State Grant-in-aid to Public Libraries Agreement**

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

The New Mexico State Library allocated \$10,352.38 to support Carlsbad Public Library's collections, staff salaries, staff professional development, equipment, and other operational expenditures associated with the delivery of library services.

This Grant Agreement is between the New Mexico State Library (NMSL) and the Carlsbad Public Library (CPL). If accepted, funds in an amount not to exceed \$10,352.38 must be spent in compliance with 4.5.2 NMAC by June 30, 2024.

Staff seeks City Council's consideration for acceptance and approval of the grant agreement, and to designate the Mayor and/or City Administrator as the City of Carlsbad's Authorized Representative to sign the grant agreement and any related documents.

**DEPARTMENT RECOMMENDATION:** City Council accept and approve FY24 Grant-in-aid to Public Libraries Agreement between the New Mexico State Library and the City of Carlsbad for the Carlsbad Public Library.

**BOARD/COMMISSION/COMMITTEE ACTION:**

- |  |  |   |                                      |
|--|--|---|--------------------------------------|
| <input type="checkbox"/> P & Z         | <input type="checkbox"/> Lodgers Tax Board | <input type="checkbox"/> Riverwalk Rec Center Board | <input type="checkbox"/> APPROVED    |
| <input type="checkbox"/> Museum Board  | <input type="checkbox"/> San Jose Board    | <input type="checkbox"/> Water Board                | <input type="checkbox"/> DISAPPROVED |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> N. Mesa Board     | <input type="checkbox"/> Beautification Committee   |                                      |

<b>Reviewed by:</b> <b>City Administrator:</b> /s/John Lowe	<b>Date:</b> 12/06/2023
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## FY24 State Grants-in-Aid Checklist and Instructions

This DocuSign Email Contains the Following Documents	What To Do with The Documents
<b>Grant Allocation Notification</b>	<ul style="list-style-type: none"> <li>- Review that all information is correct.</li> </ul>
<b>FY24 State Aid Grant Agreement</b>	<ul style="list-style-type: none"> <li>- Have authorized agent with authority to enter into a legal contract with the State of New Mexico electronically sign the FY24 Grant Agreement via DocuSign.</li> <li>- <i>Grant agreements</i> must be electronically signed via DocuSign by <b>January 10, 2024</b>.</li> </ul>
<b>4.5.2 New Mexico Administrative Code (NMAC) - Revised June 1, 2016</b>	<ul style="list-style-type: none"> <li>- <b>SAVE</b> and <b>PRINT</b> a copy for your records.</li> <li>- Ensure compliance with <i>all</i> requirements this year, to remain eligible for FY25 funding.</li> </ul>
<b>State Grants-in-Aid Expenditures Guidance Sheet - Revised October 2023</b>	<ul style="list-style-type: none"> <li>- <b>SAVE</b> and <b>PRINT</b> a copy for your records.</li> <li>- Refer to this document for how state aid funds can be spent.</li> </ul>
<b>State Aid Expenditures Tracking Sheet - <i>This will arrive in a separate email labeled as such</i></b>	<ul style="list-style-type: none"> <li>- When received, <b>SAVE</b> the spreadsheet, and use it to track/maintain accurate records for FY24 state aid expenditures.</li> <li>- This spreadsheet <i>is required and must</i> be completed in its entirety and returned via email (<i>in Excel format</i>) to the Development Bureau by June 30, 2024.</li> </ul>
<p><b>What Happens Next?</b></p> <p>Email <a href="mailto:Carmelita.Aragon@dca.nm.gov">Carmelita.Aragon@dca.nm.gov</a> with questions</p>	<ul style="list-style-type: none"> <li>- Once the grant agreement is signed by the library's authorized agent, the State Librarian will electronically sign. A complete copy will be emailed <i>via DocuSign</i> to the library director.</li> <li>- <b>SAVE</b> and <b>PRINT</b> a copy of the complete grant agreement packet for your records and provide a copy to finance and other interested persons.</li> <li>- Once the grant agreement is fully executed, a request for payment will be made. The library's financial agent will receive a check <i>or</i> ACH payment.</li> <li>- <b>Spend ALL</b> FY24 state aid funds in compliance with the 4.5.2 NMAC by <b>June 30, 2024</b>.</li> </ul>

# NEW MEXICO STATE LIBRARY

1209 Camino Carlos Rey • Santa Fe, NM 87507

## FY2024 STATE GRANTS-IN-AID ALLOCATION NOTIFICATION

1.	<b>Recipient Name</b>	Carlsbad Public Library
2.	<b>Remit to Name and Address</b>	City of Carlsbad, Carlsbad Public Library PO Box 1569 Carlsbad, NM 88221
3.	<b>State of NM Vendor #</b>	54314
4.	<b>Project Title and Legal and Fiscal Data</b>	State Grants-in-Aid to Public Library Statute/Administrative Code NMSA 1978 Section 18-2-4 B, 4.5.2 NMAC
5.	<b>State Library Contact</b>	Carmelita Aragon New Mexico State Library Carmelita.Aragon@dca.nm.gov
6.	<b>Source of Funding</b>	<i>State of N.M. Legislature - General Appropriation Act of 2024</i>
7.	<b>Grant Type and Amount Received</b>	Library Type Grant: Public Library Total Grant Amount: \$ 10,352.38 <i>(Total grant amount includes share(s) for any eligible library branch(es))</i>
8.	<b>Allocation Period</b>	Fiscal Year 2024 <b><u>ALL STATE GRANTS-IN-AID FUNDS MUST BE SPENT BY JUNE 30, 2024.</u></b>
9.	<b>Terms and Conditions of Allocation</b>	<p>The state aid program is intended to supplement and encourage local effort in providing local library service. A library's local budget <b><i>shall not</i></b> be reduced by its governing body because of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred.</p> <p>State Aid funds <b><i>may be used</i></b> for:</p> <ol style="list-style-type: none"> <li>1) library collections;</li> <li>2) library staff salaries;</li> <li>3) library staff professional development;</li> <li>4) library equipment; or</li> <li>5) other operational expenditures associated with delivery of library services.</li> </ol> <p>Libraries must report how all FY24 state grants-in-aid funds were spent in the FY24 Annual Report.</p>
10.	<b>Date</b>	November 9, 2023

**State Grants-in-Aid to Public Libraries Agreement**  
**For FY2024**

This Agreement is entered into on the date of last signature, below, by and between the **New Mexico State Library**, hereinafter called **NMSL**, and Carlsbad Public Library, located in Carlsbad, NM, hereinafter called the **Recipient**.

**WHEREAS, the State Librarian, the division director of NMSL, is required to administer grants-in-aid and encourage local library service and generally promote an effective statewide library system under NMSA 1978, Section 18-2-4;**

**WHEREAS, Section 18-2-4 also requires the State Librarian to make rules and regulations necessary to administer NMSL statutory provisions and the State Librarian has adopted such rules for distributing state grants-in-aid to public libraries, codified as 4.5.2 NMAC; and**

**WHEREAS, NMSL has determined that Recipient qualifies for a state grant-in-aid under 4.5.2 NMAC.**

THEREFORE, the Parties agree to the following terms and conditions:

- I. NMSL agrees to pay the Recipient a grant in an amount not to exceed Ten Thousand Three Hundred Fifty Two Dollars and Thirty Eight Cents (\$ 10,352.38 ) to support Recipient's library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services* as defined in Section 4.5.2.7(B) NMAC.
- II. The Recipient agrees to:
1. Use the grant only for library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services*, as those services are defined in 4.5.2.7(B) NMAC;
  2. Continue to comply with 4.5.2 NMAC and other statutes and rules applicable to developing libraries or public libraries;
  3. Engage in good communication and the exchange of information with NMSL regarding library activities and the grant's use;
  4. Expend the grant according to the rules outlined in 4.5.2 NMAC, attached hereto as Attachment A;
  5. Expend *all* grant funds before June 30, 2024;
  6. No later than August 12, 2024, provide NMSL with a report on how the grant was expended as part of the Recipient's annual report for the fiscal year; and
  7. Sign and return this Agreement to NMSL ***within 60*** days from receipt of the Agreement, which shall be calculated from the date of postmark or electronic postmark. **If Recipient does not submit this Agreement within the required time period, Recipient forfeits the grant allocation.**

III. If the parties dispute the terms of this Agreement, the Recipient and NMSL hereby agree to and consent to New Mexico state court jurisdiction to address the dispute.

IV. The Laws of New Mexico shall govern this Agreement.

V. Termination for Lack of Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by NMSL to the Recipient. NMSL's decision as to whether sufficient appropriations are available shall be accepted by the Recipient and shall be final.

**The Recipient by its signature below certifies that the Recipient will use the grant money only for the uses specified in this Agreement and will comply with all other applicable requirements of this Agreement.**

**Recipient Signature**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_ Authorized Agent of Recipient

My signature above verifies that I am an authorized agent who has authority to enter into a legal contract with the State of New Mexico.

**NMSL Signature**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name and Title:** Eli Guinnee, New Mexico State Librarian Authorized Agent of NMSL

*Administrative code is subject to change. Please always check for the most up-to-date version online.*

## STATE GRANTS-IN-AID TO PUBLIC LIBRARIES

### TITLE 4 CULTURAL RESOURCES

#### CHAPTER 5 STATE LIBRARY

#### PART 2 STATE GRANTS IN AID TO PUBLIC LIBRARIES

**4.5.2.1 ISSUING AGENCY:** Department of Cultural Affairs, New Mexico State Library Division.

[4.5.2.1 NMAC - Rp, 4.5.2.1 NMAC, 6/1/2016]

**4.5.2.2 SCOPE:** Public libraries and developing public libraries.

[4.5.2.2 NMAC - Rp, 4.5.2.2 NMAC, 6/1/2016]

**4.5.2.3 STATUTORY AUTHORITY:** Subsection I of Section 18-2-4 NMSA 1978 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Subsection B of Section 18-2-4 NMSA 1978 directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system.

[4.5.2.3 NMAC - Rp, 4.5.2.3 NMAC, 6/1/2016]

**4.5.2.4 DURATION:** Permanent.

[4.5.2.4 NMAC - Rp, 4.5.2.4 NMAC, 6/1/2016]

**4.5.2.5 EFFECTIVE DATE:** June 1, 2016 unless a later date is cited at the end of a section.

[4.5.2.5 NMAC - Rp, 4.5.2.5 NMAC, 6/1/2016]

**4.5.2.6 OBJECTIVE:** The objective of this rule is to describe the state grants in aid to public libraries program (hereinafter “the state aid program”) and to establish criteria for reviewing and awarding the grants. The purpose of the state aid program is to provide financial assistance that encourages and supports public library service by public libraries and developing public libraries. The state aid program is intended to supplement and encourage local effort in providing local library service. The state aid program consists of developing library grants and public library grants that may be used for: library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of library services.

[4.5.2.6 NMAC - Rp, 4.5.2.6 NMAC, 6/1/2016]

#### 4.5.2.7 DEFINITIONS:

**A. “Annual report”** means a report sent once a year from a public library or developing library to the state library. An annual report shall at least accomplish the following tasks:

- (1) provide information in the time, manner, and form prescribed by the state library;
- (2) describe prior fiscal year’s activities, including income, expenditures, statistics on collections and services, and compliance with state aid program criteria;
- (3) be certified by the library as to the accuracy, completeness, and truthfulness of the information provided; and
- (4) be approved by and on file at the state library.

**B. “Basic library services”** means free services provided in a library’s legal service area, including library collections with circulating materials; reference services; a catalog of library holdings accessible by the public; educational programs; interlibrary loan services; public access computers connected to the internet; and internet connectivity for patrons and staff. Basic library service may include any technology or service that relates to the access to information for patron use.

**C. “Bookmobile”** means a mobile branch that offers basic library services with the exception of computers and internet connectivity.

**D. “Branch”** means an auxiliary service administered by a public or developing library that provides the following public services:

- (1) separate quarters from the main library;
- (2) a permanent library collection and reference services;
- (3) offers basic library services;
- (4) staff present during open hours; and
- (5) at least 20 hours of public access to physical quarters per week on an annual basis.



**E. “Circulating materials”** means items from library collections that are checked out by patrons for use outside of the library.

**F. “Collection development policy”** means guidelines used by library staff for making decisions about the budget for and selection, management, and preservation of library collections.

**G. “Community analysis and needs assessment”** means an evaluation of a library’s legal service area, its current and future needs, and the library’s role in meeting those needs.

**H. “Developing library”** means a New Mexico organization that has initiated and is progressively implementing basic library services within its legal service area.

- (1) A developing library is established through one of the following mechanisms:
  - (a) through an ordinance or legal resolution of a subdivision of state government;
  - (b) by a contract between a private entity and a subdivision of state government;
  - (c) by an Indian nation; or
  - (d) as a non-profit corporation.
- (2) A developing library provides the following public services:
  - (a) staff present during open hours;
  - (b) at least 15 hours of public access to physical quarters per week on an annual basis;
  - (c) at least two days of public access to physical quarters per week on an annual basis; and
  - (d) hours of operation posted on or near the library.

**I. “Fiscal year”** means July 1 through June 30.

**J. “Legal service area”** means the geographic area for which a library has been established to offer services and from which, or on behalf of which, the library derives income. The legal service area may be defined by a written agreement with a political subdivision of the state for which the library is the primary service provider. The most recent United States or tribal census determines the population of the legal service area if the population figures are given separately for that area. If the census does not report a discreet population figure for the legal service area, then the state library in its sole discretion shall determine the population for the library’s legal service area.

**K. “Library board”** means an administrative or advisory group comprised of representative members of the library’s community.

**L. “Library collections”** means library items for public use. Library collections may include such items as books, videos, sound recordings, licensed databases, and equipment. A portion of the collections must be circulating materials.

**M. “Library equipment”** means equipment associated with the delivery of library services.

**N. “Library staff”** means salaried employees or volunteers whose time is regularly dedicated to delivery of library services.

**O. “Matching funds”** means the amount expended in a fiscal year for library collections from any source other than the state. Sources for matching funds may include municipal funds, county funds, tribal funds, or money acquired through donations, fund-raising, or grants. In-kind contributions are not matching funds. Matching funds do not include funds used for operating costs, administrative costs, or regular staff salaries.

**P. “Public library”** means a New Mexico organization that offers basic library services within its legal service area.

- (1) A public library is established through one of the following mechanisms:
  - (a) through an ordinance or legal resolution adopted by a subdivision of state government;
  - (b) by a contract between a private entity and a subdivision of state government;
  - (c) by an Indian nation; or
  - (d) as a non-profit corporation.
- (2) A public library provides the following public services:
  - (a) staff dedicated to the library
  - (b) year-round public access to the physical location at least 25 hours per week;
  - (c) at least two days of public access to physical quarters per week on an annual basis; and
  - (d) hours of operation posted on or near the library.

**Q. “Reference services”** means the provision of library staff to answer reference questions during all the hours the library is open.

**R. “Strategic plan”** means a detailed program to ensure that library services meet the current and future needs of the library’s legal service area. The strategic plan shall include a vision and mission statement as well as goals and objectives, and it shall cover a period of at least the next three years and not exceed five years.

[4.5.2.7 NMAC - Rp, 4.5.2.7 NMAC, 6/1/2016]

#### 4.5.2.8 DEVELOPING LIBRARY GRANT:

**A. Purpose:** To supplement an eligible developing library's budget for up to five years until it meets the minimum requirements for a public library grant.

**B. Description:** The developing library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

**C. Criteria for reviewing and awarding developing library grants:** The state library shall award developing library grants to developing libraries that meet or exceed the following criteria.

(1) timely submission of an annual report with the state library;

(2) receipt of no more than five, consecutive, awards of developing library grants;

(3) continuous operation for at least nine months;

(4) demonstration of receipt of financial support from sources other than the state. In particular, matching funds in relation to the population of the library's legal service shall be at least \$0.25 per person in its first year and any non-consecutive years of developing library grant application participation; \$0.50 per person in its second consecutive year; \$0.75 per person in its third consecutive year; \$1.00 per person in its fourth consecutive year; and \$1.25 per person in its fifth consecutive year;

(5) maintenance of adequate financial and other records to support the library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;

(6) compliance with all state statutes and rules;

(7) compliance with requirements for developing library grants;

(8) employment of a designated director;

(9) creation of a library board that meets at least two times a year and adheres to the state's open meetings law; and

(10) successful expenditure of all developing library grant funds during the prior fiscal year, if applicable.

[4.5.2.8 NMAC - Rp, 4.5.2.8 NMAC, 6/1/2016]

#### 4.5.2.9 PUBLIC LIBRARY GRANT:

**A. Purpose:** To supplement eligible public libraries' budgets.

**B. Description:** The public library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

**C. Criteria for reviewing and awarding public library grants:** The state library shall review and award public library grants to public libraries that have met the following criteria:

(1) timely submission of an annual report with the state library for the current year and a minimum of two years prior;

(2) continuous operation for at least one year;

(3) receipt of a minimum of three consecutive developing library grants;

(4) demonstration of receipt of financial support from sources other than the state; in particular, matching funds in relation to the population of the library's legal service area shall be at least \$1.50 per person;

(5) maintenance of adequate financial and other records to support the public library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;

(6) compliance with all state statutes and rules;

(7) compliance with all requirements for public library grants;

(8) Formation of a strategic plan that the public library reviews, updates, and files with the state library every three years, and a community analysis and needs assessment, and a collection development policy that the public library reviews, updates, and files with the state library every five years;

(9) maintain a library board that meets at least two times a year and adheres to the state open meetings law;

(10) employment of a designated director; and

(11) successful expenditure of all public library grant funds during the prior fiscal year.

[4.5.2.9 NMAC - Rp, 4.5.2.9 NMAC, 6/1/2016]

**4.5.2.10 DISTRIBUTION OF FUNDS:** The library division shall distribute state grants in aid in the following manner:

**A. Application:** The annual report submitted for the immediate prior year shall serve as the developing or public library's application for state grants-in-aid.

**B. Allocation:** For state grants-in-aid, the state library shall award at least a quarter of a share (0.25) of the annual allocation to developing libraries, one (1) share of the allocation to each public library, and one half (.50) of a share of the allocation to each branch and bookmobile.

**C. Notification:** Following the end of the application period, the state library shall calculate the grant award for each library. The state library shall notify all eligible public libraries informing them of the amount of their grant.

**D. Request for payment:** Each library shall return the signed grant agreement to the state library within 60 days of receipt of the agreement measured from the postmark or electronic postmark. Upon timely receipt of the grant agreement, the state library shall process a payment request form. If a library does not submit the grant agreement within the required time period, it forfeits the grant award.

**E. Maintenance of effort:** A library's local budget shall not be reduced by its governing body as a result of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred.

[4.5.2.10 NMAC - Rp, 4.5.2.11 NMAC, 6/1/2016]

**4.5.2.11 LIMITATION ON FUNDS:**

**A.** The grant amounts may vary by year, depending on the amount of the appropriation to the state library by the state legislature and the state library's other budgeted expenses.

**B.** Libraries shall not use grant funds for administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, and legal services

**C.** Public and developing libraries shall expend all grant funds during the fiscal year in which they are awarded.

**D.** Should a library cease providing basic library services prior to or within thirty days of funding; grant funds shall revert to the state library.

[4.5.2.11 NMAC - Rp, 4.5.2.12 NMAC, 6/1/2016]

**4.5.2.12 APPEAL OR VARIANCE:**

**A.** In the event that any library is denied a grant by the state library or does not meet a requirement of this rule, that library may appeal the decision of the state library or request a variance from the requirement.

**B.** Such appeal or variance shall be made in writing to the state librarian within 10 days of notification of denial of funds or within 10 days of discovery of non-compliance with a requirement. The appeal or variance shall state all relevant facts and conditions.

**C.** The state librarian shall consider each appeal or request for variance and respond in writing to the appealing or requesting party with a decision within 30 days. The state librarian's decision is the department of cultural affairs' final action on the matter.

[4.5.2.12 NMAC - Rp, 4.5.2.14 NMAC, 6/1/2016]

## **HISTORY OF 4.5.2 NMAC:**

### **Pre-NMAC History:**

NMSL 67-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised April 19, 1967, filed 5/3/67.

NMSL 67-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 8/30/67.

NMSL 68-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 12/19/68.

NMSL 69-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised May 26, 1969, filed 6/20/69.

NMSL 69-2, State Grants-In-Aid To Public Libraries, Rules and Regulations; Revised September 16, 1969, filed 10/9/69.

NMSL 70-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised February 26, 1970, filed 4/27/70.

NMSL 73-4, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 1973, filed 7/10/73.

NMSL 74-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 19, 1974, filed 8/16/74.

NMSL 75-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, 1975, filed 6/9/75.

NMSL 76-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, March 31, 1976, filed 4/27/76.

NMSL 77-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, January 21, 1977, filed 2/4/77.

NMSL Rule 79-1B, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 11, 1979, filed 6/25/79.

NMSL 79-3, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 1, 1979, filed 7/27/79.

NMSL 81-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, May 11, 1981, filed 5/12/81.

NMSL 89-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 10/23/89.

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 1/28/93.

**History of Repealed Material:**

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93), repealed 7/1/2000.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000), repealed 7/1/2009.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009), repealed 6/1/2016.

**Other History:**

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2000.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2009.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 6/1/2016.

## State Grants-in-Aid Expenditures Guidance Sheet

The state aid program is intended to supplement and encourage local effort in providing local library service and is not intended to be a main source of operating revenue.

The 4.5.2 New Mexico Administrative Code (NMAC) governs State Grants-in-Aid to public libraries. To receive state aid, recognized New Mexico public libraries must meet all eligibility requirements as outlined in the 4.5.2 NMAC. *All* state aid funds received must be expended or encumbered during the fiscal year in which they are given (i.e., before June 30 each year).

This informational guidance sheet is not an exhaustive list of all allowable and non-allowable expenditures. If there are questions as how to expend state aid funds, contact the Library Development Bureau for clarification *prior* to making purchases, 1-800-340-3890 / [SL.Development@dca.nm.gov](mailto:SL.Development@dca.nm.gov)

**Allowable Purchases** - State aid funds **can** be used for:

- Library Collections
  - Items traditionally available at the library and intended for public use, such as books, e-books, audiobooks, DVDs, CDs, electronic and digital media, licensed databases (e.g., ancestry.com, mango languages), etc.
  - Non-traditional circulating/educational items may also be allowable e.g., board games, sewing machines, cake pans, cookie cutters, etc. Contact the Development Bureau with questions.
- Library Staff Salaries
  - State aid funds can be used to pay regular library staff for their work within the library. Paying a part-time/substitute library staff member/summer intern may also be allowable.
- Library Staff Professional Development
  - State aid funds can be used for library staff to attend in-state (e.g., NMLA) and out-of-state library conferences (e.g., ALA, MPLA, ARSL, PLA, etc.), and other library related training/workshops (e.g., youth services workshops, etc.). This includes registration and travel costs (including meals & lodging).
  - Library training, in-person and/or offered online that are provided to library staff on library related services/issues, and are organized and held at the library, or held at another location, e.g., NMSL or other library, etc. may also be allowable.
- Library Equipment
  - Equipment associated with meeting the information needs of library patron's such as public computers, printers, wireless routers, scanners, software, and related peripherals, etc.
- Other Operational Expenditures Associated with Delivery of Library Services
  - Expenditures associated with the delivery of library services, such as the library's catalog, library educational program supplies, library electric bill, library phone bill, directional signage, copy paper, security costs, etc.
  - Contracts directly related to the delivery of basic library services to patrons, including educational program subject matter experts.

**See page 2 for Non-Allowable Purchases →**

**Non-Allowable Purchases** - State aid funds **cannot** be used for:

- Administrative and/or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, legal services, fringe benefits, etc.
- Food, giveaways/incentives/prizes, college classes for library staff (i.e., individual tuition reimbursement), library decorations, library staff furniture, recreational rentals/purchases (e.g., bouncy houses, party supplies, pony rentals), etc.
- Operational expenditures that do not directly relate to meeting the information needs or the delivery of basic library services to library patrons, i.e., the cost of parties, receptions, fund-raising events, other social functions, building maintenance, cleaning supplies, toilet paper, paper towels, cleaning equipment, vacuums, paint, etc.
- Capital improvements and construction.

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 12/12/2023

DEPARTMENT: Grant Programs	BY: Angie Barrios-Testa, Director <i>abt 11/16/2023</i>	DATE: 11/16/2023
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**SUBJECT: Accept Appropriation No. 23-ZH5040-2 from the Department of Finance and Administration for \$450,000 for Cost Overruns for Local Capital Outlay Project**

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

On August 30, 2023, the New Mexico Department of Finance and Administration (DFA) released a Local Government Capital Outlay Project Overruns grant opportunity available for eligible projects appropriated in 2020 and 2022. The \$8 million was made available for projects that may have been stalled due to cost overruns. The Riverwalk Recreation Center HVAC project award in 2022 had just been out to bid and came in at 50 percent more than originally estimated by the engineer. The City of Carlsbad applied for the amount of \$450,237.72 to cover the shortfall in the base bid. The City is being awarded \$450,000 in funds with a reversion date for this grant agreement as June 30, 2024. The City recently rebid the project and will be ready to begin construction once the contract is approved. These additional grant funds will allow staff to complete a significant phase.

The City of Carlsbad will be required to budget and incur the expenditures upfront and submit reimbursement request(s) to DFA as the funds are spent. Staff seeks the City Council's consideration for acceptance and approval of the enclosed grant agreement, and to designate the Mayor to sign the grant agreement and any related documents.

**DEPARTMENT RECOMMENDATION:** City Council consideration to accept and approve the Grant Agreement from the New Mexico Department of Finance and Administration.

**BOARD/COMMISSION/COMMITTEE ACTION:**

- |  |  |   |                                      |
|--|--|---|--------------------------------------|
| <input type="checkbox"/> P & Z         | <input type="checkbox"/> Lodgers Tax Board | <input type="checkbox"/> Riverwalk Rec Center Board | <input type="checkbox"/> APPROVED    |
| <input type="checkbox"/> Museum Board  | <input type="checkbox"/> San Jose Board    | <input type="checkbox"/> Water Board                | <input type="checkbox"/> DISAPPROVED |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> N. Mesa Board     | <input type="checkbox"/> Beautification Committee   |                                      |

Reviewed by: City Administrator: /s/John Lowe	Date: 12/06/2023
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APPROPRIATION RECIPIENT:

**City of Carlsbad**

APPROPRIATION NUMBER:      APPROPRIATION AMOUNT:      REVERSION DATE:

**23-ZH5040-2**                              **\$ 450,000**                              **June 30, 2024**

APPROPRIATION LANGUAGE

**Four Hundred Fifty Thousand Dollars (\$450,000) for cost overruns for local capital outlay projects. Funds unexpended by June 30<sup>th</sup>, 2024, will be reverted to the State of New Mexico's general fund.**

APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Reimbursing Agency the Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Reimbursing Agency will review these documents to ensure all expenses to be reimbursed reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is July 15<sup>th</sup>, 2024. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

APPROPRIATION NOTICE OF OBLIGATION

Upon the effective date of this agreement, for permissible projects within the appropriation language, the Appropriation Recipient shall only be reimbursed monies for which the Department has issued, and the Appropriation Recipient has received a Notice of Department's Obligation to Reimburse<sup>2</sup> (hereinafter referred to as "Notice of Obligation"). This agreement and the disbursement of any and all amounts of the above referenced Appropriation Amount are expressly conditioned upon the following:

1. Irrespective of any Notice of Obligation, the Appropriation Recipient's expenditures shall be made on or before the Reversion Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Appropriation Recipient and/or the services have been rendered for the Appropriation Recipient); and
2. The total amount received by the Appropriation Recipient shall not exceed the lesser of: (a) the Appropriation Amount or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Reimbursing Agency has received and accepted the Appropriation Recipient's Third-Party Obligation(s); and
3. The Appropriation Recipient's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
4. The Appropriation Recipient shall submit to the Reimbursing Agency one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party; and
5. Appropriation Recipient acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
6. The Reimbursing Agency may, in its sole and absolute discretion, issue to Appropriation Recipient a Notice of Obligation for the amount of that Third Party Obligation that only obligates the Reimbursing

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<sup>2</sup> "Reimburse" as used throughout this Agreement includes Department payments to the Appropriation Recipient for invoices received, but not yet paid, by the Appropriation Recipient from a third-party contractor or vendor if the invoices comply with the provisions of this Agreement and are a valid liability of the Appropriation Recipient.



Agency to reimburse Appropriation Recipient's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit C.

7. The date the Reimbursing Agency signs the Notice of Obligation is the date that the Notice of Obligation is effective. After that date, the Appropriation Recipient is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third-Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Appropriation Recipient.

CERTIFICATION

I hereby certify that **City of Carlsbad**

1. Will only use the appropriation funds to carry out and/or perform activities described in appropriation language.
2. Will comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Will follow the procedure described in "Appropriation Reimbursement" for reimbursement of appropriated funds.

\_\_\_\_\_  
Appropriation Recipient Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Appropriation Recipient CFO

\_\_\_\_\_  
Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number **23-ZH5040-2** in the amount of **\$450,000**.

\_\_\_\_\_  
Wesley Billingsley  
Director, Local Government Division

\_\_\_\_\_  
Date

**STATE OF NEW MEXICO**  
**HB2 Cost Overruns Appropriation**  
**Request for Payment Form**  
**Exhibit A**

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)  
\_\_\_\_\_  
City, State, Zip
- C. Contact Name/Phone #: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_
- B. Grant Amount: \_\_\_\_\_
- C. AIPP Amount *(If Applicable)*: \_\_\_\_\_
- D. Funds Requested to Date: \_\_\_\_\_
- E. Amount Requested this Payment: \_\_\_\_\_
- F. Reversion Amount *(If Applicable)*: \_\_\_\_\_
- G. Grant Balance: \_\_\_\_\_
- H.  GF       GOB       STB *(attach wire if first draw)*
- I.  Final Request for Payment *(if Applicable)*

**III. Fiscal Year :** \_\_\_\_\_

*(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)*

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

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

\_\_\_\_\_  
**Grantee Representative**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

I certify that the State Agency financial and vendor file information agree with the above submitted information.

\_\_\_\_\_  
Division Fiscal Officer                      Date

\_\_\_\_\_  
Division Project Manager                      Date

**STATE OF NEW MEXICO  
 HB2 Cost Overruns  
 Appropriation  
 Final Report Form  
 Exhibit B**

**Appropriation Recipient:** \_\_\_\_\_

**Appropriation Number:** \_\_\_\_\_

<b>Use of Appropriation Funds</b>	<b>Amount</b>
Original Project Estimate	
Final Project Estimate	
Amount of Cost Overruns for this Project	
_____	
<b>Total Amount of Appropriation Funds Expended</b>	

<p><b>Narrative</b>  <i>Describe what attributed to the increase from the original estimate for this project:</i></p>

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT C**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 12/12/2023

DEPARTMENT: Grant Programs	BY: Angie Barrios-Testa, Director <i>ABT</i> 11/28/2023	DATE: 11/28/2023
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**SUBJECT: Accept Grant Agreement No. 23-ZH5053-6 Regional Recreation Centers and Quality of Life Program under the Department of Finance and Administration for \$1,621,054 for the Riverwalk Recreation HVAC Project**

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

On August 23, 2023, the New Mexico Department of Finance and Administration (DFA) released the 2023 Regional Recreation Centers/Quality of Life Grant Application eligible projects. The City of Carlsbad submitted an application for the Riverwalk Recreation Center HVAC project as we were facing a significant shortfall to complete the full project. The project had gone out to bid once and came in at 50 percent more than originally estimated by the engineer. The City of Carlsbad submitted the funding request in the amount of \$1,621,051 based on the \$3 million-plus estimate. Although the plan was to scale down and rebid to at least complete a viable phase, this award will now allow the City to complete the full project.

DFA will be the pass-through agency on the federal funding associated with this award. The City will be required to follow all rules and regulations as included in the enclosed grant agreement. The period of performance is July 1, 2023, through June 30, 2024.

Once accepted and approved, the City of Carlsbad will be required to budget and incur the expenditures upfront and submit reimbursement request(s) to DFA as the funds are spent. Staff seeks the City Council's consideration for acceptance and approval of the enclosed grant agreement, and to designate the Mayor to sign the grant agreement and any related documents.

**DEPARTMENT RECOMMENDATION:** City Council consideration to accept and approve the Grant Agreement from the New Mexico Department of Finance and Administration.

**BOARD/COMMISSION/COMMITTEE ACTION:**

- |  |   |   |                                      |
|--|---|---|--------------------------------------|
| <input type="checkbox"/> P & Z         | <input type="checkbox"/> Lodgers Tax Board    | <input type="checkbox"/> Riverwalk Rec Center Board | <input type="checkbox"/> APPROVED    |
| <input type="checkbox"/> Museum Board  | <input type="checkbox"/> Alejandro Ruiz Board | <input type="checkbox"/> Water Board                | <input type="checkbox"/> DISAPPROVED |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> N. Mesa Board        | <input type="checkbox"/> Beautification Committee   |                                      |

<b>Reviewed by:</b> <b>City Administrator:</b> /s/John Lowe	<b>Date:</b> 12/06/2023
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**New Mexico**  
**Department of Finance**  
**and Administration**

407 Galisteo St,  
Santa Fe, NM 87501  
(505) 827- 4985

**Michelle Lujan Grisham, Governor**  
**Wayne Propst, Cabinet Secretary**

**Local Government Division**  
**Wesley Billingsley, Division Director**

November 27, 2023

To: Dale W. Janway  
City of Carlsbad

From: Wesley Billingsley, Director  
DFA Local Government Division

Re: HB2 – 2023 Regional Recreation Centers/Quality of Life Grant Award

Congratulations! On behalf of the DFA Local Government Division (DFA/LGD), it is our pleasure to inform you that City of Carlsbad has been awarded \$1,621,051.00 for the 2023 Regional Recreation Centers/Quality of Life Grant.

The HB2 – 2023 Regional Recreation Centers/Quality of Life Grant is funded with Federal funds, therefore will require specific reporting of which will be included with your grant agreement. Grant agreements will be issued within the next few days and some additional information may be requested to execute the grant agreement. Please note the term of these grant agreements are July 1, 2023, to June 30, 2024. Please be aware grantees cannot expend or incur costs against the grant agreement with DFA/LGD prior to July 1, 2023.

We look forward to working with you on this exciting project. If you have any questions, please contact Maureen Ayers CDB Project Manager on the CDB Team at [maureen.ayers@dfa.nm.gov](mailto:maureen.ayers@dfa.nm.gov); 505-470-0977.

Respectfully,

DocuSigned by:  
  
D891C24BB85B4E9  
Wesley Billingsley, Director  
Local Government Division

xc: Carmen Morin, Community Development Bureau (CDB), Bureau Chief  
Maureen Ayers CDB Project Manager

**STATE OF NEW MEXICO SUBRECIPIENT AGREEMENT**  
**FOR**  
**THE REGIONAL RECREATION CENTERS QUALITY OF LIFE PROGRAM**

**COVER PAGE**

<b>State Agency</b> Department of Finance and Administration	<b>Agreement Number</b> <u>23-ZH5053-6</u>														
<b>Subrecipient Name</b> City of Carlsbad  <b>Subrecipient Unique Entity Identifier (UEI)</b> LKCDUTRJHFY6	<b>Subaward Period of Performance</b> Start Date <i>July 1, 2023</i>  End Date <i>June 30, 2024</i>														
<b>Subaward Amount</b> \$ 1,621,051.00  (This amount reflects the amount of federal funds obligated by this action and the current financial obligation)	<b>Subaward Budget Period</b> Start Date <i>July 1, 2023</i> End Date <i>June 30, 2024</i>														
<b>Subaward Project Description (Purpose)</b> Grant of Coronavirus State and Local Fiscal Recovery Funds to plan, design, construct the recreation center facility in Carlsbad in Eddy County.															
<b>Exhibits</b> The following are Exhibit and Attachments are included within this Agreement: <ol style="list-style-type: none"> <li>1. Exhibit A, Federal Award Information</li> <li>2. Exhibit B, Scope of Work and Budget</li> <li>3. Exhibit C, Federal Provisions</li> <li>4. Exhibit D, Assurances of Compliance with Civil Rights Requirements</li> <li>5. Exhibit E, Davis-Bacon Act Requirements (If Applicable)</li> <li>6. Exhibit F, Eligible and Restricted Uses of CSFRF Funds</li> <li>7. Exhibit G, CSFRF Quarterly Reports</li> </ol>															
<b>Contact Information</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><u>Pass-Through Entity (State):</u></td> <td style="width: 50%; border: none;"><u>Subrecipient:</u></td> </tr> <tr> <td style="border: none;">Agency Name: Local Government Division of Department of Finance and Administration</td> <td style="border: none;">Name: City of Carlsbad</td> </tr> <tr> <td style="border: none;">Representative: Maureen Ayers</td> <td style="border: none;">Representative: Dale W. Janway</td> </tr> <tr> <td style="border: none;">Address: 407 Galisteo Street</td> <td style="border: none;">Title: Mayor</td> </tr> <tr> <td style="border: none;">Address: Room 202</td> <td style="border: none;">Address: 101 N. Halagueno St.</td> </tr> <tr> <td style="border: none;">City, State Zip: Santa Fe, NM 87501</td> <td style="border: none;">Carlsbad NM, 88220</td> </tr> <tr> <td style="border: none;">Email: <a href="mailto:maureen.ayers@dfa.nm.gov">maureen.ayers@dfa.nm.gov</a></td> <td style="border: none;">Email: <a href="mailto:mayor.office@cityofcarlsbadnm.com">mayor.office@cityofcarlsbadnm.com</a></td> </tr> </table>		<u>Pass-Through Entity (State):</u>	<u>Subrecipient:</u>	Agency Name: Local Government Division of Department of Finance and Administration	Name: City of Carlsbad	Representative: Maureen Ayers	Representative: Dale W. Janway	Address: 407 Galisteo Street	Title: Mayor	Address: Room 202	Address: 101 N. Halagueno St.	City, State Zip: Santa Fe, NM 87501	Carlsbad NM, 88220	Email: <a href="mailto:maureen.ayers@dfa.nm.gov">maureen.ayers@dfa.nm.gov</a>	Email: <a href="mailto:mayor.office@cityofcarlsbadnm.com">mayor.office@cityofcarlsbadnm.com</a>
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## FEDERAL AWARD IDENTIFICATION

In accordance with the Code of Federal Regulations (C.F.R.), 2 C.F.R. Part 200.332 requires that the following information be provided to any Subrecipient of a federal award:

Federal Awarding Office	United States Department of the Treasury
Grant Program	Coronavirus Local Fiscal Recovery Fund
Assistance Listing Number	21.027
Federal Award Date	June 9, 2021
Award End Date	October 31, 2026
Indirect Cost Rate	
Research and Development Award?	No
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount in Federal Award (this is not the amount in the grant agreement)	\$1,751,542,935.00



**SUBRECIPIENT AGREEMENT BETWEEN  
THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION  
AND  
City of Carlsbad**

THIS SUBRECIPIENT AGREEMENT is hereby made and entered into this 20th day of November 2023, by and between the New Mexico Department of Finance and Administration (“DFA”) (hereinafter referred to as “**STATE**”), and City of Carlsbad (hereinafter referred to as “**SUBRECIPIENT**”).

WHEREAS, the U.S. Department of Treasury (hereinafter referred to as “Treasury” or “GRANTOR”) has made federal funds available to the STATE under the Coronavirus State and Local Fiscal Recovery Fund (“CSLFRF”) Program (Assistance Listing Number (“ALN”) 21.027);

WHEREAS, Recipients under the CSLFRF Program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 that receive a CSLFRF award. Subrecipients under the CSLFRF Program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the CSLFRF award on behalf of the recipient;

WHEREAS, Recipients are accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the CSLFRF statute, CSLFRF Award Terms and Conditions, Treasury’s Interim Final Rule, and reporting requirements, as applicable; and,

WHEREAS, this Agreement addresses the flow of funds from the Treasury above to the STATE who will then provide the same referenced subaward funds to the SUBRECIPIENT, as legally allowed by the relevant law and regulations, for any approved scope of work as further discussed in Section 1 of this agreement;

NOW THEREFORE, the STATE and the SUBRECIPIENT do mutually agree to the following terms and conditions of this agreement:

**1. Definitions**

- a. “**Agreement Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- b. “**Agreement**” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- c. “**Award**” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- d. “**Breach of Agreement**” means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner.

The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against State, or the appointment of a receiver or similar officer for State or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

- e. **“Budget”** means the budget for the Work described in Exhibit B.
- f. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the legal public holidays.
- g. **“Effective Date”** means the date on which this Agreement is approved and signed by the New Mexico agency, as shown on the Signature for this Agreement.
- h. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- i. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement Agreement, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to an Agreement or payments to an individual that is a beneficiary of a Federal program.
- j. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which is the subject of this Agreement.
- k. **“Goods”** means any movable material acquired, produced, or delivered by State as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by the State in connection with the Services.
- l. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- m. **“STATE”** means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- n. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system

hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.

- o. “**Initial Term**” means the time period defined in the agreement.
- p. “**IPRA**” means the Inspection of Public Records Act, a New Mexico state law that provides the public and media access to public information. The law requires open access to almost all public records in state and local government, with few exceptions
- q. “**Matching Funds**” means the funds provided the State as a match required to receive the Grant Funds.
- r. “**Party**” means the State or STATE, and “**Parties**” means both the State and Subrecipient.
- s. “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by state or federal law.
- t. “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- u. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- v. “**Services**” means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.
- w. “**State Confidential Information**” means any and all State Records not subject to disclosure under IPRA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under IPRA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Subrecipient which (i) is subject to disclosure pursuant to IPRA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently

becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- x. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- y. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under IPRA.
- z. **“Subcontractor”** means third parties, if any, engaged by Subrecipients to aid in performance of the Work.
- aa. **“Tax Information”** means federal and State of New Mexico tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- bb. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- cc. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.
- dd. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- ee. Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

## 2. **Scope of Work**

The GRANTOR has provided funds, through its CSLFRF Program, to the STATE who is then providing this same funding to the SUBRECIPIENT in accordance with this Agreement. Information related to the federal award is attached as **“Exhibit A.”** The SUBRECIPIENT shall perform the services and necessary tasks required in order to accomplish the objectives of the GRANTOR’S Program which have been agreed to by the STATE, as outlined in **“Exhibit B.”** SUBRECIPIENT’S full and timely performance of Exhibit B-Scope of Work shall include strict compliance with all applicable federal, state or local laws, regulations and administrative policies

as they relate to the SUBRECIPIENT'S specific approved project including but not limited to the references above as well as the following:

- (a) SUBRECIPIENT will comply with 31 C.F.R. Part 35 Subpart A – Coronavirus State and Local Fiscal Recovery Funds.
- (b) SUBRECIPIENT will comply with 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as well as any specific federal departmental grant requirement in other sections of the C.F.R.
- (c) SUBRECIPIENT will adhere to both the Federal Procurement Laws contained in 2 C.F.R. Part 200.318 to 200.326 as well as the State Procurement Laws for Political Subdivisions contained in the New Mexico Procurement Code.
- (d) SUBRECIPIENT will adhere to the requirements of the GRANTOR'S CSLFRF Program.
- (e) SUBRECIPIENT will adhere to the Scope of Work and Budget in Exhibit B.
- (f) SUBRECIPIENT will comply with Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 where applicable.
- (g) SUBRECIPIENT will incorporate, where applicable, the contractual provision requirements outlined in 2 C.F.R. Part 200.326 which is further discussed in Section 7 of this agreement.
- (h) SUBRECIPIENT will comply, when applicable, with any applicable National Policy Requirements for federal grants which is further discussed in Section 7 of this agreement.
- (i) SUBRECIPIENT will not pay any contractor who is listed by the federal government as debarred and/or suspended which is further discussed in Section 7 of this agreement. SUBRECIPIENT agrees to alert the STATE immediately if a contractor working for the SUBRECIPIENT becomes debarred or suspended.
- (j) SUBRECIPIENT acknowledges and agrees that the STATE is a "recipient" of CSLFRF funds as such term is used in the CSLFRF regulations, and SUBRECIPIENT shall provide, upon the reasonable request of the STATE, financial and performance reports sufficient to demonstrate SUBRECIPIENT'S compliance with CSLFRF and as otherwise necessary for STATE to satisfy the subrecipient monitoring and management requirements of 2 C.F.R. Part 200.331 to 200.333.

Pursuant to information submitted to the STATE for inclusion in the GRANTOR'S CSLFRF Program, the SUBRECIPIENT shall perform the following tasks:

Properly procure and complete the project substantially as described in Exhibit B, Scope of Work and Budget. Any and all expenses associated with the project are the sole responsibility of the SUBRECIPIENT. The ownership of any property furnished hereunder will be the property of the SUBRECIPIENT. The SUBRECIPIENT shall have the sole responsibility to maintain possession of the said property, maintain the property, repair the property when needed and maintain any applicable insurance amounts. Any future costs related to these requirements remain the sole responsibility of the SUBRECIPIENT.

In compliance with the above, the SUBRECIPIENT agrees to notify the STATE and federal GRANTOR, in writing, and request the preferred method of disposition for any property or equipment purchased with federal funds if said property or equipment is no longer of use to the SUBRECIPIENT. In addition, if an annual inventory is requested by the STATE then the SUBRECIPIENT will provide prompt access to all inventory records.

### 3. **Term of Agreement**

The term of this agreement shall become effective upon execution by DFA for the period of July 1, 2023 through June 30, 2024. All funds must be obligated by the SUBRECIPIENT by June 1, 2024, and all funds must be expended by June 30, 2024, and reimbursement requested by the SUBRECIPIENT to the STATE by July 15, 2024.

### 4. **Payment Terms of Grant Funding**

- a. The maximum budget for the scope of work identified in Section 1 above:

**\$1,621,051.00** (One Million Six Hundred Twenty One Thousand Fifty One Dollars and Zero Cents)

- b. Taxes. Subaward, budget amount includes applicable New Mexico tax, including but not limited to the New Mexico Gross Receipts and Compensating Tax at N.M.S.A. (1978) §

7-9-1 *et seq.* (“NMGRT”). The SUBRECIPIENT is subject to and shall be liable for payment of all applicable New Mexico taxes, at the prevailing rate, for all work performed under Exhibit B—Scope of Work. The SUBRECIPIENT is solely responsible for the payment of all applicable New Mexico taxes.

c. Payment Procedures

- (1) The STATE shall pay the SUBRECIPIENT in the amounts and in accordance with the schedule and other conditions set forth in Exhibit B. SUBRECIPIENT segregate, on each invoice, the applicable New Mexico tax.
- (2) SUBRECIPIENT shall initiate payment requests by invoice to the STATE, in a form and manner approved by the STATE.
- (3) The STATE shall pay each invoice within forty-five (45) days following the STATE’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by the SUBRECIPIENT and previously accepted by the STATE during the term that the invoice covers. If the STATE determines that the amount of any invoice is not correct, then SUBRECIPIENT shall make all changes necessary to correct that invoice.
- (4) The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

Advancement of funds, under this Agreement, is contingent upon the SUBRECIPIENT complying with all of the requirements for allowable uses for funds under the CSLFRF Program and providing sufficient documentation to the STATE as reasonably determined by the STATE. The SUBRECIPIENT is responsible for payment to its vendors unless otherwise specifically approved by the STATE.

d. Financial Documentation

The SUBRECIPIENT will provide copies of all related financial documentation to the STATE with the first quarterly report, supplying sufficient documentation to meet the reporting requirements of the CSLFRF Program. Any questioned costs which may occur at any point in this process (including the five (5) year period after grant closeout by the federal GRANTOR) will be the sole responsibility of the SUBRECIPIENT with respect to any activity covered by this agreement.

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

## 5. Reporting, Monitoring, and Review

### a. Requirements

The SUBRECIPIENT is required to participate in monitoring and review activities necessary to assess the work performed under the Subaward and determine whether the Subrecipient has timely achieved the Scope of Work stated in Exhibit B to this Subaward. The ongoing monitoring of the SUBRECIPIENT will reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

### b. Risk Assessment

The risk assessment may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight.

### c. Monitoring

Monitoring and review activities will be detailed in a Monitoring Plan based on the STATE'S risk assessment of the SUBRECIPIENT and will be provided to the SUBRECIPIENT. The Monitoring Plan may include, but not be limited to, the SUBRECIPIENT'S technical progress compared to the intended milestones and deliverables; the SUBRECIPIENT'S actual expenditures compared to the approved budget, review of SUBRECIPIENT'S reimbursement requests including detailed backup documentation, or other subject matter specified by the STATE.

### d. Performance and Final Status

SUBRECIPIENT shall submit all financial, performance and other reports to the STATE no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the STATE, containing an evaluation and review of SUBRECIPIENT'S performance and the final status of SUBRECIPIENT'S obligations hereunder.

### e. Violations Reporting

SUBRECIPIENT shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The STATE or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 C.F.R. Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

### f. Inspection

SUBRECIPIENT shall permit the STATE, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and



transcribe SUBRECIPIENT Records during the Record Retention Period. SUBRECIPIENT shall make SUBRECIPIENT Records available during normal business hours at SUBRECIPIENT's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the STATE, unless the STATE determines that a shorter period of notice, or no notice, is necessary to protect the interests of the STATE.

g. Final Audit Report

SUBRECIPIENT shall promptly submit to the STATE a copy of any final audit report of an audit performed on SUBRECIPIENT's records that relates to or affects this Agreement or the Work, whether the audit is conducted by SUBRECIPIENT or a third party. Additionally, if SUBRECIPIENT is required to perform a single audit under 2 C.F.R. Part 200.501, *et seq.*, then SUBRECIPIENT shall submit a copy of the results of that audit to the STATE within the same timelines as the submission to the federal government.

**6. Amendments and Assignments**

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by both parties. This agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

**7. Records, Audits, and Other Grant Compliance Issues**

It is understood that this agreement may be utilized as part of the American Rescue Plan Act (Coronavirus State and Local Fiscal Relief Fund – ALN 21.027) and therefore both parties agree to maintain accounts and records, including personnel, property, and financial records, adequately to identify and account for all costs pertaining to this agreement and to ensure full compliance with the requirements of the above program. The SUBRECIPIENT will comply with all applicable federal law, regulations, executive orders, grant policies, procedures, and directives. Even though federal funding may be available, the Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the STATE, SUBRECIPIENT, or any other party pertaining to any matter resulting from the agreement.

a. Work Product Information

- (1) The SUBRECIPIENT may receive from the STATE work product information that the STATE utilizes. The SUBRECIPIENT assumes sole responsibility for verification of the accuracy of all information and for legal compliance with all rules and instructions required herein. The SUBRECIPIENT further acknowledges that the STATE makes and assumes no representations or warranties with regard to the work product information. Work product information may include, but is not limited to, procurement policies, procurement forms, contractor insurance requirements, various standard contracts, specific grant program forms or other relevant documents.

- (2) With respect to the SUBRECIPIENT'S use of any work product transmitted by or originally created by the STATE, the SUBRECIPIENT acknowledges it is the SUBRECIPIENT'S decision to act accordingly. The SUBRECIPIENT has the option to either adopt such product as the SUBRECIPIENT'S own or the SUBRECIPIENT may utilize the following other options available to the SUBRECIPIENT:
- i. Modify the STATE'S work product appropriate to the SUBRECIPIENT'S own needs;
  - ii. Create and adopt the SUBRECIPIENT'S own work product separate from the STATE'S work products; or,
  - iii. Adopt a work product created by other State or Federal agencies when applicable to the SUBRECIPIENT'S needs.
- (3) If the SUBRECIPIENT utilizes any of the STATE'S work products in any way then the SUBRECIPIENT acknowledges that the STATE makes no representations or warranties with regard to the same.

b. Audit

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be maintained and retained for five (5) years after closeout of the grant program. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

c. Records

The STATE and SUBRECIPIENT agree that all records shall be made available to either party at no additional charge for such information. The SUBRECIPIENT also agrees to provide the STATE, the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG), Pandemic Relief Accountability Committee (PRAC), or any of their authorized representatives access to any books, documents, papers, and records of the SUBRECIPIENT which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed at no additional charge.

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations, where applicable:

(a) Federally Required Contractual Provisions:

- (1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this Agreement;
- (2) **Termination Provision** requires all contracts in excess of \$10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this Agreement;
- (3) For all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts (See Exhibit C);
- (4) For all applicable contracts in excess of \$100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay (See Exhibit C);
- (5) For all contracts that meet the definition of “funding agreement” under 37 C.F.R. Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 C.F.R. Part 401 (See Exhibit C);
- (6) All contracts, subcontracts and sub-grants in excess of \$150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act** (See Exhibit C);
- (7) **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. Part 180)** which prohibit the contracting with any party listed on the “System for Award Management” (SAM), formerly identified as the “Excluded Parties List System” (EPLS.gov), which identifies all parties that have active exclusions (i.e., suspensions, debarments) imposed by a federal agency (See Exhibit C);
- (8) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding \$100,000 where federal funds are used must file the required certification stating that the parties will not and have not

used federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352 (*See Exhibit C*);

- (9) For all construction contracts in excess of \$2,000 and required by federal grant regulations, the **Davis Bacon Act** which requires payments of wages for laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly (*See Exhibit E*);
- (10) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** wherein 2 C.F.R. Part 200.216 prohibits use of federal grant or loan funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (11) **Domestic Preferences for Procurements** for when federal funds are utilized, and where appropriate and to the extent consistent with other laws and regulations, 2 C.F.R. Part 200.322 allows a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products); and,
- (12) **Procurement of Recovered Materials** as required by 2 C.F.R. Part 200.323 which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

(b) National Policy Requirements:

- (1) **Civil Rights Act of 1964**, including Title VI, which states that no person shall on the grounds of race, color or national origin shall be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance;
- (2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance;
- (3) **Americans with Disabilities Act of 1990**, with respect to building construction or alteration, prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity;

- (4) **Section 504 of the Rehabilitation Act of 1973**, if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency);
- (5) For all construction or repair contracts, **Copeland “Anti-Kickback” Act** which requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a contractor or sub-contractor from inducing, by any means, any person employed in the construction, completion or repairs of public work to give up any part of the compensation to which he is otherwise entitled;
- (6) **Energy Policy and Conservation Act** which require the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan;
- (7) **Reporting Provision** requires that all contracts should include a requirement that the SUBRECIPIENT assist the STATE, when applicable, with any awarding agency requirements and regulations pertaining to reporting;
- (8) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the STATE formally closes out each federal program (STATE and SUBRECIPIENT grant managers should verify the three-year record retention period with each respective grant agency to ensure that a longer period is not required);
- (9) **2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection)** subjects any subawards and contracts over the federal simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections;
- (10) **National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973** which require recipients of federal grants that are acquiring, constructing or repairing property in a special flood hazard area, and with an estimated cost in excess of \$10,000, to purchase flood insurance;
- (11) **Wild and Scenic Rivers Act of 1968** which protects components or potential components of the national wild and scenic rivers system;
- (12) **Resource Conservation and Recovery Act** which requires proper handling and disposal of solid waste;

- (13) **Toxic Substance Control Act** which places restrictions on chemicals that pose unreasonable risks, such as surfaces that could be covered with lead-based paint;
- (14) **Federal Agency Seal(s), Logos, Crests, or Reproductions of Flags or Likeness of Federal Agency Officials** are prohibited from being utilized without specific federal agency pre-approval;
- (15) **False Claims Act and 32 U.S.C. Chapter 38 (Administrative Remedies)** which prohibits the submission of false or fraudulent claims for payment to the federal government identifying administrative remedies for false claims and statements made which the CONTRACTOR herein acknowledges; and,
- (16) **Section 603 Title VI of the Social Security Act** which establishes the Coronavirus State and Local Fiscal Recovery Fund and identifies eligible and ineligible uses for the Fund monies (See Exhibit E).

In compliance with Section 7(a)(7) above, the SUBRECIPIENT agrees to verify that all contractors or subcontractors employed are not parties listed as active exclusions (i.e., suspensions, debarments) on the “System for Award Management” (SAM) for parties debarred, suspended or otherwise excluded from contracting on any projects involving federal funds. SUBRECIPIENT agrees to require the contractor to provide immediate notice, but in no case later than three (3) business days, after being notified that the contractor, or any subcontractor, has been added to the SAM or otherwise been debarred from contracting on any projects involving federal funds.

In no event shall the SUBRECIPIENT allow any contractor to utilize a subcontractor at any time during the duration of this agreement who has been debarred from contracting on any projects involving federal funds. If the contractor is prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement, then both the SUBRECIPIENT and STATE must be notified. STATE may, at its sole discretion, immediately implement the termination provisions discussed in Section 12 below if the SUBRECIPIENT decides to continue with the project using a “debarred” or “active exclusion” contractor or subcontractor.

## 8. **Liability and Indemnity**

### a. **Liability**

This Agreement is intended for the benefit of the STATE and the SUBRECIPIENT and does not confer any rights upon any other third parties. All rights by and between the STATE and the SUBRECIPIENT are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

### b. **Indemnity**

The SUBRECIPIENT will indemnify, defend, and hold harmless the STATE, including the STATE'S employees and agents, from and against any and all claims or liabilities arising from the fault of the SUBRECIPIENT, its employees or agents in carrying out the SUB RECIPIENT'S duties and obligations under the terms of this agreement. The STATE will indemnify, defend, and hold harmless the SUBRECIPIENT, including the SUBRECIPIENT'S employees and agents, from and against any and all claims or liabilities arising from the fault of the STATE, its employees or agents in carrying out the STATE'S duties and obligations under the terms of this agreement. Notwithstanding the forgoing, in no event shall SUBRECIPIENT be liable for, and shall not indemnify, defend or hold harmless STATE for, any loss or liability resulting from the gross negligence or willful misconduct of STATE. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

## 9. Insurance

SUBRECIPIENT shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the STATE.

### A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all SUBRECIPIENT or Subcontractor employees acting within the course and scope of their employment.

### B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

### C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- v. \$1,000,000 each occurrence; and
- vi. \$2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- vii. \$1,000,000 each occurrence; and
- viii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- ix. \$1,000,000 each occurrence; and
- x. \$1,000,000 general aggregate.

B. Additional Insured

The STATE shall be named as additional insured on all commercial general liability policies (leases and construction Agreements require additional insured coverage for completed operations) required of SUBRECIPIENT and Subcontractors. This means the certificate of insurance shall explicitly state: "The State of New Mexico is an additional insured."

C. Primacy of Coverage

Coverage required of SUBRECIPIENT and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by SUBRECIPIENT or the STATE.

D. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to SUBRECIPIENT.



E. Subrogation Waiver

All commercial insurance policies secured or maintained by SUBRECIPIENT or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against SUBRECIPIENT or the STATE, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

F. Certificates

For each commercial insurance plan provided by SUBRECIPIENT under this Agreement, SUBRECIPIENT shall provide to the STATE certificates evidencing SUBRECIPIENT's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. SUBRECIPIENT shall provide to the STATE certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if SUBRECIPIENT's Subcontractor is not in effect as of the Effective Date, SUBRECIPIENT shall provide to the STATE certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following SUBRECIPIENT's execution of the Subcontractor. No later than fifteen (15) days before the expiration date of SUBRECIPIENT's or any Subcontractor's coverage, SUBRECIPIENT shall deliver to the STATE certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the STATE, SUBRECIPIENT shall, within seven (7) Business Days following the request by the STATE, supply to the STATE evidence satisfactory to the STATE of compliance with the provisions of this section.

**10. Breach**

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §11 for that Party. Notwithstanding any provision of this Agreement to the contrary, the STATE, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the STATE.

**11. Remedies**

a. STATE's Remedies

If SUBRECIPIENT is in breach under any provision of this Agreement and fails to cure such breach, the STATE, following the notice and cure period set forth in §10, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The STATE may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of SUBRECIPIENT's uncured breach, the STATE may terminate this entire Agreement or any part of this Agreement. Additionally, if SUBRECIPIENT fails to comply with any terms of the Federal Award, then the STATE may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. SUBRECIPIENT shall continue performance of this Agreement to the extent not terminated, if any.

1. Obligations and Rights

To the extent specified in any termination notice, SUBRECIPIENT shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and Subcontractors with third parties. However, SUBRECIPIENT shall complete and deliver to the STATE all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the STATE, SUBRECIPIENT shall assign to the STATE all of SUBRECIPIENT's rights, title, and interest in and to such terminated orders or Subcontractors. Upon termination, SUBRECIPIENT shall take timely, reasonable and necessary action to protect and preserve property in the possession of SUBRECIPIENT but in which the STATE has an interest. At the STATE's request, SUBRECIPIENT shall return materials owned by the STATE in SUBRECIPIENT's possession at the time of any termination. SUBRECIPIENT shall deliver all completed Work Product and all Work Product that was in the process of completion to the STATE at the STATE's request.

2. Payments

Notwithstanding anything to the contrary, the STATE shall only pay SUBRECIPIENT for accepted Work received as of the date of termination. If, after termination by the STATE, the STATE agrees that SUBRECIPIENT was not in breach or that SUBRECIPIENT's action or inaction was excusable.

3. Damages and Withholding

Notwithstanding any other remedial action by the STATE, SUBRECIPIENT shall remain liable to the STATE for any damages sustained by the STATE in connection with any breach by SUBRECIPIENT, and the STATE may withhold payment to SUBRECIPIENT for the purpose of mitigating the STATE's damages until such time as the exact amount of damages due to the STATE from SUBRECIPIENT is determined. The STATE may withhold any amount that may be due SUBRECIPIENT as the STATE deems necessary to protect the STATE against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the STATE in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The STATE, in its discretion, may exercise one or more of the following additional remedies:

1. Suspend Performance

Suspend SUBRECIPIENT's performance with respect to all or any portion of the Work pending corrective action as specified by the STATE without entitling SUBRECIPIENT to an adjustment in price or cost or an adjustment in the performance schedule. SUBRECIPIENT shall promptly cease performing Work and incurring costs in accordance with the STATE's directive, and the STATE shall not be liable for costs incurred by SUBRECIPIENT after the suspension of performance.

2. Withhold Payment

Withhold payment to SUBRECIPIENT until SUBRECIPIENT corrects its Work.

3. Deny Payment

Deny payment for Work not performed, or that due to SUBRECIPIENT's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

4. Removal

Demand immediate removal of any of SUBRECIPIENT's employees, agents, or Subcontractors from the Work whom the STATE deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the STATE to be contrary to the public interest or the STATE's best interest.

5. Intellectual Property

If any Work infringes, or if the STATE in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, SUBRECIPIENT shall, as approved by the STATE (i) secure that right to use such Work for the STATE and SUBRECIPIENT; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the STATE.

b. SUBRECIPIENT's Remedies

If the STATE is in breach of any provision of this Agreement and does not cure such breach, SUBRECIPIENT, following the notice and cure period in §10 and the dispute resolution process in §12, shall have all remedies available at law and equity.

## 12. Termination of Agreement and Dispute Resolution

While both parties agree to negotiate all contractual disputes in good faith, the STATE reserves the right to terminate this Agreement at any time upon written notice of termination or if the SUBRECIPIENT has failed to comply with the terms of this Agreement, the grant itself or any applicable law and regulation. All questioned costs are the sole responsibility of the SUBRECIPIENT.

If the parties are unable to independently and satisfactorily resolve any disagreement, then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the State of New Mexico. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

## 13. Conflicts of Interest

### a. Actual Conflicts of Interest

SUBRECIPIENT shall not engage in any business or activities, or maintain any relationships, that conflict in any way with the full performance of the obligations of SUBRECIPIENT under this Agreement. Such a conflict of interest would arise when a SUBRECIPIENT or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the STATE, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

### b. Apparent Conflicts of Interest

SUBRECIPIENT acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the STATE's interests. Absent the STATE's prior written approval, SUBRECIPIENT shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of SUBRECIPIENT's obligations under this Agreement.

### c. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if SUBRECIPIENT is uncertain whether a conflict or the appearance of a conflict has arisen, SUBRECIPIENT shall submit to the STATE a disclosure statement setting forth the relevant details for the STATE's consideration. Failure to promptly submit a disclosure statement or to follow the STATE's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

#### **14. Notices and Representatives**

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered:

- a. by hand with receipt required;
- b. by certified or registered mail to such Party's principal representative at the address set forth below; or
- c. as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement.

If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

#### **15. Rights in Work Product and Other Information**

- a. Work Product
  - i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, SUBRECIPIENT hereby assigns to the STATE, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that SUBRECIPIENT cannot make any of the assignments required by this section, SUBRECIPIENT hereby grants to the STATE a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The STATE may assign and license its rights under this license.

ii. Patents

In addition, SUBRECIPIENT grants to the STATE (and to recipients of Work Product distributed by or on behalf of the STATE) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by SUBRECIPIENT that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the STATE.

iii. Assignments and Assistance

Whether or not SUBRECIPIENT is under Agreement with the STATE at the time, SUBRECIPIENT shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the STATE, to enable the STATE to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. SUBRECIPIENT assigns to the STATE and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

b. Exclusive Property of the STATE

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing STATE Records, STATE software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the STATE (collectively, "STATE Materials"). SUBRECIPIENT shall not use, willingly allow, cause or permit Work Product or STATE Materials to be used for any purpose other than the performance of SUBRECIPIENT's obligations in this Agreement without the prior written consent of the STATE. Upon termination of this Agreement for any reason, SUBRECIPIENT shall provide all Work Product and STATE Materials to the STATE in a form and manner as directed by the STATE.

c. Exclusive Property of SUBRECIPIENT

SUBRECIPIENT retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to SUBRECIPIENT including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by SUBRECIPIENT under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "SUBRECIPIENT Property"). SUBRECIPIENT Property shall be licensed to the STATE as set forth in this Agreement or a STATE approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the STATE from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

## 16. General Provisions

### a. Assignment

SUBRECIPIENT's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the STATE. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of SUBRECIPIENT's rights and obligations approved by the STATE shall be subject to the provisions of this Agreement.

### b. Subcontractors

SUBRECIPIENT shall not enter into any subgrant or Subcontract in connection with its obligations under this Agreement without the prior, written approval of the STATE. SUBRECIPIENT shall submit to the STATE a copy of each such subgrant or Subcontract upon request by the STATE. All subgrants and Subcontracts entered into by SUBRECIPIENT in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of New Mexico, and shall be subject to all provisions of this Agreement. If the entity with whom SUBRECIPIENT enters into a Subcontract or subgrant would also be considered a SUBRECIPIENT, then the Subcontract or subgrant entered into by SUBRECIPIENT shall also contain provisions permitting both SUBRECIPIENT and the STATE to perform all monitoring of that Subcontract in accordance with the Uniform Guidance.

### c. Binding Effect

Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

### d. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

### e. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

### f. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

g. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

h. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the STATE Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

i. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable New Mexico law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the STATE.

j. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

k. External Terms and Conditions

Notwithstanding anything to the contrary herein, the STATE shall not be subject to any provision included in any terms, conditions, or agreements appearing on SUBRECIPIENT's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

l. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

m. Survival of Certain Agreement Terms



Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

n. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in this Agreement, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

o. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

p. Standard and Manner of Performance

SUBRECIPIENT shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in SUBRECIPIENT's industry, trade, or profession.

q. Licenses, Permits, and Other Authorizations

SUBRECIPIENT shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

r. Compliance with State and Federal Law, Regulations, and Executive Orders

SUBRECIPIENT shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

## 17. Severability, Entire Agreement and Captions

This Agreement shall be governed by and construed in accordance with the laws of the State New Mexico. If any provision of this Agreement is held invalid, void, or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a

manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this Agreement. This Agreement, any CSLRF Grant Program documentation, any attached documents, and any referenced documents represent the entire agreement between the STATE and the SUBRECIPIENT and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this Agreement and other documents, the terms of this Agreement shall control.

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

**IN WITNESS WHEREOF**, the STATE and the SUBRECIPIENT do hereby execute this Agreement as of the date of signature by the STATE below.

**THIS GRANT AGREEMENT** has been approved by:

**City of Carlsbad:**

\_\_\_\_\_  
**Dale W. Janway, Mayor**

\_\_\_\_\_  
Date

**NEW MEXICO DEPARTMENT OF DEPARTMENT OF FINANCE AND  
ADMINISTRATION:**

\_\_\_\_\_  
**Wesley Billingsley, Local Government Division  
Director**

\_\_\_\_\_  
Date

**EXHIBIT A**

**FEDERAL AWARD INFORMATION**

In accordance with the Code of Federal Regulations (CFR), 2 CFR Section 200.332 requires that the following information be provided to any Subrecipient of a federal award:

Federal Award Identification: Coronavirus State and Local Fiscal Recovery Funds

Subrecipient Name: **City of Carlsbad**

Subrecipient Unique Identification (ID) Number: **LKCDUTRJHFY6**

Federal Award Identification Number: Coronavirus State and Local Fiscal Recovery Funds

Subaward Period of Performance (Start and End Date): July 1, 2023 through June 30, 2024

Amount of Federal Funds Obligated to Subrecipient: **\$1,621,051.00**

Federal Award Project Description (in accordance with Federal Funding Accountability and Transparency Act (FFATA): Coronavirus State and Local Fiscal Recovery Funds

Name of Federal Awarding Agency: U.S. Department of the Treasury

Name of Pass-Through Entity and Contact Information:

**Department of Finance and Administration**

407 Galisteo Street  
Santa Fe, NM 87501  
(505) 827-4985

Assistance Listing Number (ALN): 21.027

## **EXHIBIT B**

### **SCOPE OF WORK AND BUDGET**

SUBRECIPIENT will use CSLFRF funds to provide full performance of all tasks listed below. CSLFRF funds will be requested monthly according to the Request for Payment procedures specified in this Agreement. All funds shall be obligated and expended by SUBRECIPIENT in accordance with this Agreement. The period of performance to execute work and/or incur costs against the \$1,621,051.00 subaward funding for this project is July 1, 2023 – June 30, 2024, unless extended by the New Mexico legislature. Monthly reports shall be provided to the STATE showing costs incurred to the \$1,621,051.00 subaward funding.

**To plan, design, construct the recreation center facility in Carlsbad in Eddy County.**

#### **I. Significant Changes to Scope of Work**

The SUB RECIPIENT is required to notify and seek written approval of the STATE in advance of any proposed material changes to the scope of work under this Subaward (i.e., significant changes to the statement of project objectives or the schedule of technical milestones and deliverables). Such changes may require the STATE to re-evaluate the eligibility of the work under this Subaward.

## EXHIBIT C

### FEDERAL PROVISIONS

#### 1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of New Mexico is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the CSFRF statute, CSFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2<sup>nd</sup> tier subrecipient), must hold the 2<sup>nd</sup> tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of New Mexico agency or institutions of higher education.

#### 2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
  - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
  - 2.1.2. "Entity" means:
    - 2.1.2.1. a Non-Federal Entity;
    - 2.1.2.2. a foreign public entity;
    - 2.1.2.3. a foreign organization;
    - 2.1.2.4. a non-profit organization;
    - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
    - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
    - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
    - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
  - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

- 2.1.4. “Expenditure Category (EC)” means the category of eligible uses as defined by the US Department of Treasury in “Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds” report available at [www.treasury.gov](http://www.treasury.gov).
- 2.1.5. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.7. “Grantee” means the state identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
  - 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
  - 2.1.9.2. Is not organized primarily for profit; and
  - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the New Mexico State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
  - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
  - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID Number” means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity. Information on UEIs can be found at: [sam.gov/content/duns-uei](http://sam.gov/content/duns-uei)

**3. COMPLIANCE.**

- 3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of New Mexico, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, State programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

**4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS.**

- 4.1. SAM. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. UEI. Subrecipient shall provide its UEI number to its State, and shall update Subrecipient's information in SAM at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

**5. TOTAL COMPENSATION.**

- 5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
  - 5.1.2. In the preceding fiscal year, Subrecipient received:
    - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.



**6. REPORTING.**

6.1. Subrecipient shall report data elements to SAM and to the State as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

**7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.**

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above CSFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by the State as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

**8. SUBRECIPIENT REPORTING REQUIREMENTS.**

- 8.1. Subrecipient shall report as set forth below.
- 8.1.1. Subrecipient shall use the CSFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit F to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the CSFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov).

**EC 1 – Public Health**

**All Public Health Projects**

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
  - i. Presence of capital expenditure in project
  - ii. Total projected capital expenditure
  - iii. Type of capital expenditure
  - iv. Written justification
  - v. Labor reporting

**COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)**

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

**COVID-19 Small Business Economic Assistance (1.8)**

- a) Number of small businesses served

**COVID-19 Assistance to Non-Profits (1.9)**

- a) Number of non-profits served

**COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)**

- a) Sector of employer
- b) Purpose of funds

**EC 2 – Negative Economic Impacts**

**All Negative Economic Impacts Projects**

- a) Description of project structure and objectives
- b) Description of project’s response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
  - i. Presence of capital expenditure in project
  - ii. Total projected capital expenditure
  - iii. Type of capital expenditure
  - iv. Written justification
  - v. Labor reporting

**Household Assistance (2.1-2.8)**

- a) Number of households served
- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) (*Federal guidance may change this requirement in July 2022*)
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) (*Federal guidance may change this requirement in July 2022*)

**Healthy Childhood Environments (2.11-2.13)**

- a) Number of children served by childcare and early learning (*Federal guidance may change this requirement in July 2022*)
- b) Number of families served by home visiting (*Federal guidance may change this requirement in July 2022*)

**Education Assistance (2.14, 2.24-2.27)**

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

**Housing Support (2.15, 2.16, 2.18)**

- a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
- b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

**Small Business Economic Assistance (2.29-2.33)**

- a) Number of small businesses served

**Assistance to Non-Profits (2.34)**

- a) Number of non-profits served

**Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)**

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

**EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity**

**Payroll for Public Health and Safety Employees (EC 3.1)**

- a) Number of government FTEs responding to COVID-19

**Rehiring Public Sector Staff (EC 3.2)**

- a) Number of FTEs rehired by governments

**EC 4 – Premium Pay**

**All Premium Pay Projects**

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

## **EC 5 – Infrastructure Projects**

### **All Infrastructure Projects**

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
  - i. Prevailing wage certification or detailed project employment and local impact report
  - ii. Project labor agreement certification or project workforce continuity plan
  - iii. Prioritization of local hires
  - iv. Community benefit agreement description, if applicable

### **Water and sewer projects (EC 5.1-5.18)**

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

### **Broadband projects (EC 5.19-5.21)**

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
  - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
  - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
  - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload

- ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
- iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

**All Expenditure Categories**

- a) Program income earned and expended to cover eligible project costs

- 8.1.2. A Subrecipient shall report the following data elements to the State no later than five (5) days after the end of the month following the month in which the Subaward was made.
- 8.1.2.1. Subrecipient UEI Number;
  - 8.1.2.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;
  - 8.1.2.3. Subrecipient parent's organization UEI Number;
  - 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
  - 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
  - 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.3. To Prime Recipient. A Subrecipient shall report to its State, the following data elements:
- 8.1.3.1. Subrecipient's UEI Number as registered in SAM.
  - 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
  - 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov). This requirement is applicable to all projects in Expenditure Categories 1 and 2.
  - 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov). See section 8.1.1 for relevant Expenditure Categories.
  - 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
  - 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent

applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

8.1.3.7.1. For projects over \$10 million:

8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient

must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and the applicable State agency. The State of New Mexico may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit G – CSFRF Reporting Modification Form.

## **9. PROCUREMENT STANDARDS.**

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.



- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **10. ACCESS TO RECORDS.**

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

#### **11. SINGLE AUDIT REQUIREMENTS.**

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

## 12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the State, Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] **Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] **Davis-Bacon Act**. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). See Exhibit E.

12.1.3. **Rights to Inventions Made Under a grant or agreement**. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.

- 12.1.4. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension** (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. **Never Agreement with the enemy** (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. **Prohibition on certain telecommunications and video surveillance services or equipment** (2 CFR 200.216). The State is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. **Title VI of the Civil Rights Act.** The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

### **13. CERTIFICATIONS.**

- 13.1. Subrecipient Certification. Subrecipient shall sign a “State of New Mexico Agreement with Recipient of Federal Recovery Funds” Certification Form in Exhibit E and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, the State may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

### **14. EXEMPTIONS.**

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Subrecipient with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

### **EVENT OF DEFAULT AND TERMINATION.**

- 14.3. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of New Mexico may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of New Mexico under the Grant, at law or in equity.
- 14.4. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
  - 14.4.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

- 14.4.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 14.4.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 14.4.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 14.4.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

#### CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

**Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 19641965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR section 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**Clean Air Act and the Federal Water Pollution Control Act.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Debarment and Suspension** (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**EXHIBIT D**

**AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS**

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of New Mexico has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State’s separate agreement with Treasury, apply to your organization. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the Legislature and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization’s obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Organization Name: City of Carlsbad

Subrecipient Organization Representative: Dale W. Janway

Title: Mayor

Signature \_\_\_\_\_

Date: \_\_\_\_\_

**Agreement with Subrecipient of Federal Recovery Funds  
Terms And Conditions**

1. Use of Funds.
  - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
  - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
  
2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.
  
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and State Agency. The State will provide notice of such additional reporting requirements via Exhibit G – Reporting Modification Form.
  
4. Maintenance of and Access to Records
  - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
  
  - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
  
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
  
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and State agency.



7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The State of New Mexico understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Agency or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Agency shall disclose such conflict to Treasury.
9. Compliance with Applicable Law and Regulations.
  - a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.

- v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of

10. the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: “This project is being supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of New Mexico by the U.S. Department of the Treasury.”
14. Debts Owed the Federal Government.
  - a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.
  - a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons

resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for Agreement or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and

Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

## **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

*The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42*

*U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.*

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and

implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

## **EXHIBIT E**

### **DAVIS-BACON ACT REQUIREMENTS (IF APPLICABLE)**

#### **Overview**

Section 1606 of the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. No. 111-5, 123 Stat. 115 (Feb. 17, 2009) (the "Recovery Act"), requires grant award recipients, subrecipients, contractors, and subcontractors to comply with the wage requirements of the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) and related acts, stating:

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Scope of the Davis-Bacon Act The Davis-Bacon Act prevailing wage requirements apply to laborers and mechanics employed under contracts or subcontracts in excess of \$2,000 for construction, alteration, or repair activities (including but not limited to painting and decorating) that are funded, in whole or in part, under BTOP grant awards. In general:

- Laborers and mechanics – Are workers whose duties are manual or physical in nature, including apprentices, trainees and helpers, but do not include workers whose duties are primarily managerial, administrative, executive, or clerical. See 29 C.F.R. section 5.2(m).
- The \$2,000 threshold – Pertains to the amount of the prime construction contract, not to the amount of individual subcontracts. Accordingly, if the prime construction contract exceeds \$2,000, all construction work on the project (including subcontracts) is covered by the Davis-Bacon Act. See 29 C.F.R. section 5.5(a)(6).
- Construction, alteration, or repair activities – Are those occurring at the “site of the work” that involve the alteration, remodeling, or installation of items fabricated off-site; painting and decorating; manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work; and, in certain cases, transportation between the site of the work and other points. See 29 C.F.R. section 5.2(j).
- Site of the work – Is the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project, and includes job headquarters, tool yards, batch plants, borrow pits, etc., if they are dedicated exclusively, or nearly so, to performance of the contract or project, and are adjacent or virtually adjacent to the site of the work. The site of the work does not include permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continued operation are determined wholly without regard to a particular Federal or Federally assisted contract or project. See 29 C.F.R. section 5.2(l).
- Application to Governmental Agencies - Governmental agencies, such as states or their political subdivisions, are not subject to the Davis Bacon Act requirements when construction work is being performed by their own employees on a “force account” basis. See 29 C.F.R. section 5.2(h).

Davis-Bacon Act prevailing wage requirements are likely to apply to construction and related activities undertaken in connection with Infrastructure Round 1 and Comprehensive Community Infrastructure (CCI) Round 2 projects. In many cases, Davis-Bacon Act prevailing wage requirements will also apply to activities under BTOP grants for Sustainable Broadband Adoption (SBA) and Public Computer Centers (PCC), when construction and related activities (including minor renovation of facilities) can be segregated from the other work contemplated by the grant. See 29 C.F.R. section 4.116; F.A.R. section 22.402(b).



## **Davis-Bacon Act Requirements**

Required contract provisions (appearing at 29 C.F.R. section 5.5) and the applicable wage determination(s) for the activities contemplated by a construction project must be included in any contract or subcontract to which the Davis-Bacon Act applies providing, among other items, that:

- Laborers and mechanics must be paid the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at least once a week;
- No paycheck deductions or rebates are permitted, except as permitted under Department of Labor (DOL) regulations (29 C.F.R. sections 3.5-3.6);
- Wage and fringe benefit rates must be no less than those contained in DOL wage determination for the labor classification for the work actually performed.

The recipient is responsible for ensuring that the required contract provisions appear in all contracts and subcontracts entered into by recipients, subrecipients, contractors, and subcontractors for construction, alteration and repair activities covered by the Davis-Bacon Act and related acts. Applicable wage determinations included in the contract must be verified by the recipient within 10 days of the contract date.

In cases where state wage rates (determined under state statutes often called “Mini-Davis-Bacon Acts”) are higher than the Federal wage rates, the state wage rates take precedence and should be included in contracts in lieu of the lower, Federal wage rates. In cases of construction projects on tribal lands, the recipient should contact its assigned Federal Program Officer (FPO) for guidance on the interplay among the Davis-Bacon Act, state Mini-Davis-Bacon acts, and the Tribal Employment Rights Ordinance (TERO).

Contracts for amounts over \$100,000 that are covered by the Davis-Bacon Act must include additional standard clauses (also appearing in 29 C.F.R. section 5.5) providing, among other things, that overtime for laborers and mechanics must be paid at a rate 1.5 times the basic rate of pay for time worked in excess of 40 hours per week.

In addition, the DOL Davis-Bacon poster (WH-1321) must be prominently posted at the site of the work. Refer to: ([www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf](http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf) 1321).

## **Davis-Bacon Wage Rate Determinations**

DOL conducts statewide surveys seeking payment data on wage and fringe benefit rates from construction contractors and other interested parties, such as labor unions. Wage determinations are issued by locality, typically on a county-by-county basis. Davis-Bacon Act wage determinations are published on DOL’s Wage Determinations OnLine (WDOL) website accessible at: [www.wdol.gov](http://www.wdol.gov). The Davis-Bacon Act prevailing wages are determined by DOL based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area.

If DOL has not published a wage determination for work that is needed to complete a BTOP construction project, the recipient may seek a Conformance. The recipient must submit a Conformance request using Standard Form (SF) 1444. Please go to [www.wdol.gov/library.aspx](http://www.wdol.gov/library.aspx) to obtain a copy of the form and instructions.

To complete the form, the recipient must describe the work to be done (identified with a classification that is used in the subject area in the construction industry) and propose a wage rate that bears a reasonable relationship to existing wage determinations. Typically, the rate must not be less than the wage determination for an unskilled laborer and, for a skilled craft, must be at least equal to the lowest wage determination for any other skilled craft.

Infrastructure and CCI recipients should submit the completed SF-1444 through Grants Online as an “Other Action Request.” The SF1444 will be routed to the National Oceanic and Atmospheric Administration (NOAA) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

SBA and PCC recipients should submit completed SF-1444 Conformance requests through the Post-Award Monitoring (PAM) System. To do so, the recipient should create a report package of the type “POR: PAM Other Request.” After filling out and attaching the Request Template, recipient should attach the completed SF-1444 form using the “Add File” button. The SF-1444 will be routed to the National Institute of Standards and Technology (NIST) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

### **Recordkeeping and Monitoring Obligations**

Recipients, subrecipients, contractors, and subcontractors must prepare weekly certified payroll documentation using Form WH347 (available at: [www.dol.gov/whd/forms/wh347.pdf](http://www.dol.gov/whd/forms/wh347.pdf)), properly completed for laborers and mechanics performing activities covered by the Davis-Bacon Act requirements of the Recovery Act. Subrecipients, contractors, and subcontractors must submit this information to the BTOP grant award recipient on a weekly basis within seven days of the regular payment date of the subrecipient’s, contractor’s or subcontractor’s payroll period.

A recipient must review the weekly certified payroll documentation it receives from its subrecipients, contractors and subcontractors on an ongoing basis. See 29 C.F.R. sections 3.3-3.4. If a subrecipient receives the original payroll documents, the subrecipient should review these documents and forward the original documents to the recipient on a weekly basis within the time period described above.

The recipient must maintain in its files the original Davis-Bacon Act payroll records it prepares for itself, as well as those prepared by subrecipients, contractors, and subcontractors. The recipient is not required to submit any of the payroll documents to the BTOP Grants Office unless the assigned Grants Officer makes a request for such records. The payroll records must be maintained so as to be easily accessed by BTOP Grants Officers and by other duly authorized officials. The

recipient must retain these records as provided in the Department of Commerce (DOC) Uniform Administrative Requirements for Grants and Cooperative Agreements, 15 C.F.R. section 14.53 or 24.42, as applicable, generally for the later of three years after closeout of the award, or until any litigation, claim, or audit is resolved.

### **Enforcement and Penalties**

Violation of the requirements of Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts is a serious offense. Compliance is subject to audit during OMB Circular A-133 audits (including program-specific audits) of BTOP grant recipients and subrecipients, as well as audits and investigations by the DOC Office of Inspector General, the Government Accountability Office (GAO), the DOL Wage and Hour Division, and other duly authorized officials. A violation of the Davis-Bacon Act wage requirements may lead NTIA to impose appropriate enforcement action in connection with a BTOP grant award, up to and including suspension or termination of the award. In addition, contracting parties are subject to payment of back wages, and suspension or debarment from future contracts for a period of up to three years. Monetary damages may also apply. Falsification of certified payroll records or the required kickback of wages may subject a violator to civil or criminal prosecution, the penalty for which may include fines and/or imprisonment.

## EXHIBIT F

### **ELIGIBLE AND RESTRICTED USES OF CSLFRF FUNDS**

As described in the CSLFRF statute and summarized above, there are four enumerated eligible uses of CSLFRF award funds. As a recipient of an award under the CSLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of CSLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury's Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the CSLFRF program, including some helpful definitions. For example, Treasury's Interim Final Rule establishes:

- A framework for determining whether a project “responds to” a “negative economic impact” caused by the COVID-19 public health emergency;
- Definitions of “eligible employers”, “essential work,” “eligible workers”, and “premium pay” for cases where premium pay is an eligible use;
- A definition of “general revenue” and a formula for calculating revenue lost due to the COVID-19 public health emergency;
- A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean Water State Revolving Funds; and,
- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth.

Treasury's Interim Final Rule also provides more information on four important restrictions on use of CSLFRF award funds: recipients may not deposit CSLFRF funds into a pension fund; recipients that are States or territories may not use CSLFRF funds to offset a reduction in net tax revenue caused by the recipient's change in law, regulation, or administrative interpretation; and, recipients may not use CSLFRF funds as non-Federal match where prohibited. In addition, the Interim Final Rule clarifies certain uses of CSLFRF funds outside the scope of eligible uses, including that recipients generally may not use CSLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a “rainy day” fund. Recipients should refer to Treasury's Interim Final Rule for more information on these restrictions.

**EXHIBIT G**

**CSFRF SUBRECIPIENT QUARTERLY REPORT**

**1. CSFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK**

- 1.1 The CSFRF Subrecipient Quarterly Report Workbook must be submitted to the STATE within ten (10) calendar days following each quarter ended September, December, March and June.

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 12/12/2023

DEPARTMENT: Grant Programs	BY: Angie Barrios-Testa, Director <i>AMB</i> 11/16/2023	DATE: 11/16/2023
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**SUBJECT: Accept an Outdoor Recreation Trails+ Grant Award from the State of New Mexico Economic Development Department’s Outdoor Recreation Division**

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

The State of New Mexico Economic Development Department (EDD) established the Outdoor Recreation Trails+ Grant to invest in conservation-minded shovel-ready projects that are open to the public, increase access to outdoor opportunities, and demonstrate a clear economic benefit to the community through improved quality of life, better public health outcomes, and/or increased eco-tourism. The EDD opened up the 2023 grant program on a rolling basis but made the first round of applications due August 31, 2023. The City of Carlsbad submitted a grant application for the Lower Tansill Dam Boating and Recreation Area for \$499,927.45. The City has budgeted \$500,000 in FY24 regular budget which will cover the 50/50 funding match component. It was announced on September 26, 2023, that 20 organizations throughout New Mexico were awarded. We were pleased to find that the City of Carlsbad was awarded this competitive grant for the largest amount out of the \$2,360,289 awarded during this first cycle.

This proposed project entails the renovation of the south-western shore and enhancements to recreational opportunities, encompassing the addition of new trees, picnic tables, launch dock, crosswalk, shade and picnic pavilions, expanded concrete trails and parking lot, enhancement of existing designated hiking/walk trails, and a widened road with a bike lane. This grant funding will allow the City to complete a larger phase.

Staff seeks City Council’s consideration for acceptance and approval of the enclosed grant agreement, and to designate the Mayor to sign the grant agreement and any related documents. Acceptance of this award the City agrees to all of the terms and conditions in the grant agreement.

**DEPARTMENT RECOMMENDATION:** City Council consideration to accept and approve the Grant Agreement from the New Mexico Economic Development Department – Outdoor Recreation Division

**BOARD/COMMISSION/COMMITTEE ACTION:**

- |  |  |   |                                      |
|--|--|---|--------------------------------------|
| <input type="checkbox"/> P & Z         | <input type="checkbox"/> Lodgers Tax Board | <input type="checkbox"/> Riverwalk Rec Center Board | <input type="checkbox"/> APPROVED    |
| <input type="checkbox"/> Museum Board  | <input type="checkbox"/> San Jose Board    | <input type="checkbox"/> Water Board                | <input type="checkbox"/> DISAPPROVED |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> N. Mesa Board     | <input type="checkbox"/> Beautification Committee   |                                      |

Reviewed by: City Administrator: /s/John Lowe	Date: 12/06/2023
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**SUBAWARD BETWEEN  
THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT  
AND  
THE CITY OF CARLSBAD**

THIS AGREEMENT is hereby made and entered into this **8th** day of **November, 2023**, by and between the New Mexico Economic Development Department (“**EDD**”), hereinafter referred to as **GRANTEE**, and **the City of Carlsbad** hereinafter referred to as “**SUB RECIPIENT**.”

WHEREAS, the U.S. Department of Treasury (hereinafter referred to as “**GRANTOR**”) has made federal funds available to the **GRANTEE** under the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) Program (Assistance Listing Number (ALN) 21.027);

WHEREAS, Recipients under the CSLFRF Program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 that receive a CSLFRF award. Subrecipients under the CSLFRF Program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the CSLFRF award on behalf of the recipient;

WHEREAS, Recipients are accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the CSLFRF statute, CSLFRF Award Terms and Conditions, Treasury’s Interim Final Rule, and reporting requirements, as applicable; and,

WHEREAS, this agreement addresses the flow of funds from the **GRANTOR** above to the **GRANTEE** who will then provide the same referenced subaward funds to the **SUB RECIPIENT**, as legally allowed by the relevant law and regulations, for any approved scope of work as further discussed in Section 1 of this agreement;

NOW THEREFORE, the **GRANTEE** and the **SUB RECIPIENT** do mutually agree to the following terms and conditions of this agreement:

**1. Scope of Work**

The **GRANTOR** has provided funds, through its CSLFRF Program, to the **GRANTEE** who is then providing this same funding to the **SUB RECIPIENT**. Information related to the federal award is attached as Exhibit A. The **SUB RECIPIENT** shall perform the necessary tasks required in order to accomplish the objectives of the **GRANTOR**’S Program which have been agreed to by the **GRANTEE**. This includes complying with all applicable federal, state or local laws, regulations and administrative policies as they relate to the **SUB RECIPIENT**’S specific approved project including but are not limited to the references above as well as the following:

- (a) SUB RECIPIENT will comply with 31 CFR Part 35 Subpart A – Coronavirus State and Local Fiscal Recovery Funds.
- (b) SUB RECIPIENT will comply with Title 2, Subtitle A, Chapter II, Part 200- Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as well as any specific federal departmental grant requirement in other sections of the CFR.
- (c) SUB RECIPIENT will adhere to both the Federal Procurement Laws contained in 2 CFR Part 200.317 to 200.326 as well as the State Procurement Laws for Political Subdivisions contained in ENTER STATUTES.
- (d) SUB RECIPIENT will adhere to the requirements of the GRANTOR’S CSLFRF Program.
- (e) SUB RECIPIENT will adhere to the Scope of Work and Budget in Exhibit B.
- (f) SUB RECIPIENT will comply with the Assurances for Non-Construction Programs as outlined in Standard Form 424B (Rev. 7-97) where applicable.
- (g) SUB RECIPIENT will comply with the Assurances for Construction Programs as outlined in Standard Form 424D (Rev. 7-97) where applicable.
- (h) SUB RECIPIENT will incorporate, where applicable, the contractual provision requirements outlined in 2 CFR Part 200.326 which is further discussed in Section 6 of this agreement.
- (i) SUB RECIPIENT will comply, when applicable, with any applicable National Policy Requirements for federal grants which is further discussed in Section 6 of this agreement.
- (j) SUB RECIPIENT will not pay any contractor who is listed by the federal government as debarred and/or suspended which is further discussed in Section 6 of this agreement. SUB RECIPIENT agrees to alert the GRANTEE immediately if a contractor working for the SUB RECIPIENT becomes debarred or suspended.
- (k) SUB RECIPIENT will fully cooperate at all times with the GRANTEE as the project manager who is ultimately accountable to the GRANTOR for all funds related to this project.

Pursuant to information submitted to the GRANTEE for inclusion in the GRANTOR’S CSLFRF Program, the SUB RECIPIENT shall perform the following tasks:

Properly procure and complete the project as described in Exhibit B, Scope of Work and Budget. Any and all expenses associated with the project are the sole responsibility of the SUB RECIPIENT. The ownership of any property furnished hereunder will be the property of the SUB RECIPIENT. The SUB RECIPIENT shall have the sole responsibility to maintain possession of the said property, maintain the property, repair the property when needed and maintain any applicable insurance amounts. Any future costs related to these requirements remain the sole responsibility of the SUB RECIPIENT.

In compliance with the above, the SUB RECIPIENT agrees to notify the GRANTEE and GRANTOR, in writing, and request the preferred method of disposition for any property or equipment purchased with federal funds if said property or equipment is no longer of use to



the SUB RECIPIENT. In addition, if an annual inventory is requested by the GRANTEE then the SUB RECIPIENT will provide prompt access to all inventory records.

## **2. Term of Agreement**

The terms of this agreement shall become effective upon execution of this agreement and shall continue for a period of five (5) years after closeout of the grant program. All funds must be obligated by the SUB RECIPIENT by **June 30, 2024**, and all funds must be expended by the GRANTEE by **24 months from date of agreement ratification by signature**.

## **3. Payment Terms of Grant Funding**

The maximum budget for the scope of work identified in Section 1 above:

**\$499,927.45**

Advancement of funds, under this agreement, is contingent upon the SUB RECIPIENT complying with all of the requirements for allowable uses for funds under the CSLFRF Program and providing sufficient documentation to the GRANTEE as determined by the GRANTEE. The SUB RECIPIENT is responsible for payment to its vendors unless otherwise specifically approved by the GRANTEE. The SUB RECIPIENT will provide copies of all related financial documentation to the GRANTEE with the first quarterly report, supplying sufficient documentation to meet the reporting requirements of the CSLFRF Program.

Any questioned costs which may occur at any point in this process (including the five-year period after grant closeout by the federal GRANTOR) will be the sole responsibility of the SUB RECIPIENT with respect to any activity covered by this agreement.

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

## **4. Monitoring and Review**

The SUB RECIPIENT is required to participate in monitoring and review activities necessary to assess the work performed under the Subaward and determine whether the SUB RECIPIENT has timely achieved the Scope of Work stated in Exhibit B to this Subaward. The ongoing monitoring of the SUB RECIPIENT will reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

The risk assessment may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. Monitoring and review activities will be detailed in a Monitoring Plan based on the GRANTEE'S risk assessment of the SUB RECIPIENT and will be provided to the SUB RECIPIENT. The Monitoring Plan may include, but not be limited to, the SUB RECIPIENT'S technical progress compared to the intended milestones and deliverables; the SUB RECIPIENT'S actual expenditures compared to the approved budget, review of SUB RECIPIENT'S reimbursement requests including detailed backup documentation, or other subject matter specified by the GRANTEE.

## **5. Amendments and Assignments**

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by both parties. This agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

## **6. Records, Audits, and Other Grant Compliance Issues**

It is understood that this agreement may be utilized as part of the American Rescue Plan Act (Coronavirus State and Local Fiscal Relief Fund – ALN 21.027) and therefore both parties agree to maintain accounts and records, including personnel, property, and financial records, adequately to identify and account for all costs pertaining to this agreement and to ensure full compliance with the requirements of the above program. The SUB RECIPIENT will comply with all applicable federal law, regulations, executive orders, grant policies, procedures, and directives. Even though federal funding may be available, the Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the GRANTEE, SUB RECIPIENT, or any other party pertaining to any matter resulting from the agreement.

The SUB RECIPIENT may receive from the GRANTEE work product information that the GRANTEE utilizes. The SUB RECIPIENT assumes sole responsibility for verification of the accuracy of all information and for legal compliance with all rules and instructions required herein. The SUB RECIPIENT further acknowledges that the GRANTEE makes and assumes no representations or warranties with regard to the work product information. Work product information may include, but is not limited to, procurement policies, procurement forms, contractor insurance requirements, various standard contracts, specific grant program forms or other relevant documents.

With respect to the SUB RECIPIENT'S use of any work product transmitted by or originally created by the GRANTEE, the SUB RECIPIENT acknowledges it is the SUB RECIPIENT'S decision to act accordingly. The SUB RECIPIENT has the option to either adopt such product as the SUB RECIPIENT'S own or the SUB RECIPIENT may utilize the following other options available to the SUB RECIPIENT:

- (1) modify the GRANTEE'S work product appropriate to the SUB RECIPIENT'S own needs;
- (2) create and adopt the SUB RECIPIENT'S own work product separate from the GRANTEE'S work products; or,
- (3) adopt a work product created by other State or Federal agencies when applicable to the SUB RECIPIENT'S needs.

If the SUB RECIPIENT utilizes any of the GRANTEE'S work products in any way then the SUB RECIPIENT acknowledges that the GRANTEE makes no representations or warranties with regard to the same.

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be maintained and retained for five (5) years after closeout of the grant program. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

The GRANTEE and SUB RECIPIENT agree that all records shall be made available to either party at no additional charge for such information. The SUB RECIPIENT also agrees to provide the GRANTEE, the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG), Pandemic Relief Accountability Committee (PRAC), or any of their authorized representatives access to any books, documents, papers, and records of the SUB RECIPIENT which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The SUB RECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed at no additional charge.

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations, where applicable:

(a) Federally Required Contractual Provisions:

- (1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this agreement;
- (2) **Termination Provision** requires all contracts in excess of \$10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this agreement;
- (3) For all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive Order 11246 which was further amended by Executive Order 11375, which requires

equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts (See Exhibit C);

- (4) For all applicable contracts in excess of \$100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay (See Exhibit C);
- (5) For all contracts that meet the definition of “funding agreement” under 37 CFR Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 CFR Part 401 (See Exhibit C);
- (6) All contracts, subcontracts and sub-grants in excess of \$150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act** (See Exhibit C);
- (7) **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 CFR Part 180)** which prohibit the contracting with any party listed on the “System for Award Management” (SAM), formerly identified as the “Excluded Parties List System” (EPLS.gov), which identifies all parties that have active exclusions (i.e., suspensions, debarments) imposed by a federal agency (See Exhibit C);
- (8) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding \$100,000 where federal funds are used must file the required certification stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352 (See Exhibit C);
- (9) For all construction contracts in excess of \$2,000 and required by federal grant regulations, the **Davis Bacon Act** which requires payments of wages for laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly (See Exhibit D);
- (10) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** wherein 2 CFR Part 200.216 prohibits use of federal grant or loan funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by

Huawei Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

- (11) **Domestic Preferences for Procurements** for when federal funds are utilized, and where appropriate and to the extent consistent with other laws and regulations, 2 CFR Part 200.322 allows a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products); and,
- (12) **Procurement of Recovered Materials** as required by 2 CFR Part 200.323 which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

(b) National Policy Requirements:

- (1) **Civil Rights Act of 1964**, including Title VI, which states that no person shall on the grounds of race, color or national origin shall be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance;
- (2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance;
- (3) **Americans with Disabilities Act of 1990**, with respect to building construction or alteration, prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity;
- (4) **Section 504 of the Rehabilitation Act of 1973**, if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency);
- (5) For all construction or repair contracts, **Copeland “Anti-Kickback” Act** which requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a contractor or sub-contractor from inducing, by any means, any person employed in the construction, completion or repairs of public work to give up any part of the compensation to which he is otherwise entitled;
- (6) **National Environmental Policy Act and National Historic Preservation Act** which prohibit any activities that will have an adverse impact on the environment and regulate activity on property or structures that are deemed historic;
- (7) **Energy Policy and Conservation Act** which require the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan;
- (8) **Reporting Provision** requires that all contracts should include a requirement that the SUB RECIPIENT assist the GRANTEE, when applicable, with any awarding agency requirements and regulations pertaining to reporting;

- (9) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the GRANTEE formally closes out each federal program (GRANTEE and SUB RECIPIENT grant managers should verify the three-year record retention period with each respective grant agency to ensure that a longer period is not required);
- (10) **2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection)** subjects any subawards and contracts over the federal simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections;
- (11) **National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973** which require recipients of federal grants that are acquiring, constructing or repairing property in a special flood hazard area, and with an estimated cost in excess of \$10,000, to purchase flood insurance;
- (12) **Wild and Scenic Rivers Act of 1968** which protects components or potential components of the national wild and scenic rivers system;
- (13) **Resource Conservation and Recovery Act** which requires proper handling and disposal of solid waste;
- (14) **Toxic Substance Control Act** which places restrictions on chemicals that pose unreasonable risks, such as surfaces that could be covered with lead-based paint;
- (15) **Federal Agency Seal(s), Logos, Crests, or Reproductions of Flags or Likeness of Federal Agency Officials** are prohibited from being utilized without specific federal agency pre-approval;
- (16) **False Claims Act and 32 U.S.C. Chapter 38 (Administrative Remedies)** which prohibits the submission of false or fraudulent claims for payment to the federal government identifying administrative remedies for false claims and statements made which the CONTRACTOR herein acknowledges; and,
- (17) **Section 603 Title VI of the Social Security Act** which establishes the Coronavirus State and Local Fiscal Recovery Fund and identifies eligible and ineligible uses for the Fund monies (See Exhibit E).

In compliance with Section 6(a)(8) above, the SUB RECIPIENT agrees to verify that all contractors or subcontractors employed are not parties listed as active exclusions (i.e., suspensions, debarments) on the "System for Award Management" (SAM) for parties debarred, suspended or otherwise excluded from contracting on any projects involving federal funds. SUB RECIPIENT agrees to require the contractor to provide immediate notice, but in no case later than three (3) business days, after being notified that the contractor, or any subcontractor, has been added to the SAM or otherwise been debarred from contracting on any projects involving federal funds.

In no event shall the SUB RECIPIENT allow any contractor to utilize a subcontractor at any time during the duration of this agreement who has been debarred from contracting on any projects involving federal funds. If the contractor is prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement, then

both the SUB RECIPIENT and GRANTEE must be notified. GRANTEE may, at its sole discretion, immediately implement the termination provisions discussed in Section 8 below if the SUB RECIPIENT decides to continue with the project using a “debarred” or “active exclusion” contractor or subcontractor.

## **7. Liability, Indemnity, and Insurance**

The SUB RECIPIENT is responsible for the maintenance, upkeep and insurance requirements related to the scope of work. All related costs associated with this requirement are the sole responsibility of the SUB RECIPIENT.

This agreement is intended for the benefit of the GRANTEE and the SUB RECIPIENT and does not confer any rights upon any other third parties. All rights by and between the GRANTEE and the SUB RECIPIENT are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

The SUB RECIPIENT will indemnify, defend, and hold harmless the GRANTEE, including the GRANTEE’S employees and agents, from and against any and all claims or liabilities arising from the fault of the SUB RECIPIENT, its employees or agents in carrying out the SUB RECIPIENT’S duties and obligations under the terms of this agreement. The GRANTEE will indemnify, defend, and hold harmless the SUB RECIPIENT, including the SUB RECIPIENT’S employees and agents, from and against any and all claims or liabilities arising from the fault of the GRANTEE, its employees or agents in carrying out the GRANTEE’S duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney’s fees and costs arising as a result thereof.

## **8. Termination of Agreement and Dispute Resolution**

While both parties agree to negotiate all contractual disputes in good faith, the GRANTEE reserves the right to terminate this agreement at any time upon written notice of termination or if the SUB RECIPIENT has failed to comply with the terms of this agreement, the grant itself or any applicable law and regulation. All questioned costs are the sole responsibility of the SUB RECIPIENT.

If the parties are unable to independently and satisfactorily resolve any disagreement, then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the State of New Mexico. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney’s fees and costs as fixed by the Court.

## **9. Severability, Entire Agreement and Captions**

This agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. If any provision of this agreement is held invalid, void or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this agreement. This agreement, any CSLRF Grant Program documentation, any attached documents, and any referenced documents represent the entire agreement between the GRANTEE and the SUB RECIPIENT and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this agreement and other documents, the terms of this agreement shall control.

Each paragraph of this agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.



**IN WITNESS WHEREOF**, the Grantee and the Grantor do hereby execute this Agreement as of the date of signature by the Grantor below.

**THIS GRANT AGREEMENT** has been approved by:

\_\_\_\_\_  
**Dale W. Janway**, Mayor, City of Carlsbad

\_\_\_\_\_  
Date

**NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT**

\_\_\_\_\_  
**Karina Armijo**, Cabinet Secretary designee

\_\_\_\_\_  
Date

EXHIBIT A

## FEDERAL AWARD INFORMATION

In accordance with the Code of Federal Regulations (CFR), 2 CFR Section 200.331 requires that the following information be provided to any Subrecipient of a federal award:

Federal Award Identification: Coronavirus State and Local Fiscal Recovery Funds

Subrecipient Name: **City of Carlsbad**

Subrecipient Unique Identification (ID) Number: LKCDUTRJHFY6

Federal Award Identification Number: Coronavirus State and Local Fiscal Recovery Funds

Subaward Period of Performance (Start and End Date): Effective Date of this Agreement and October 31, 2026

Amount of Federal Funds Obligated to Subrecipient: **\$499,927.45**

Federal Award Project Description (in accordance with Federal Funding Accountability and Transparency Act (FFATA): Coronavirus State and Local Fiscal Recovery Funds

Name of Federal Awarding Agency: U.S. Department of the Treasury

Name of Pass-Through Entity and Contact Information:

**Name: Carl Colonius**

**Entity: New Mexico Economic Development Department, Outdoor Recreation Division**

**Phone: [505-570-7846](tel:505-570-7846)**

**Email: [Carl.Colonius@edd.nm.gov](mailto:Carl.Colonius@edd.nm.gov)**

**Address: NMEDD, P.O. BOX 20003, Santa Fe NM 87504-5003**

Assistance Listing Number (ALN): 21.027

## SCOPE OF WORK AND BUDGET

The City of Carlsbad will renovate the Lower Tansill Reservoir to improve ADA accessibility, increase public safety and expand recreational opportunities including: new trees, updated parking areas, new sidewalks, new crosswalks, an additional bike lane, lighting, curbs, gutters, a boat ramp turn-around, enhanced launch dock, a kayak boat launch, a pavilion, picnic tables, benches and trash receptacles.

Outdoor Recreation Trails+ Grant Request Budget		
Item/ Description/ Source	Trails+ Grant	
<b>Match</b>		
Stormwater Pollution Prevention Plan (SWPPP) (x 1)	\$ 2,500.00	\$ 2,500.00
Layout & Staking (x 1)	\$ 1,250.00	\$ 1,250.00
Grading/Earthwork (includes short haul for spoils) (x	\$ 37,500.00	\$ 37,500.00
Asphalt Paving (x 4,050)	\$ 60,750.00	\$ 60,750.00
Large Group Pavilion (x 1)	\$ 60,000.00	\$ 60,000.00
Mid-Size Pavilion (x 2)	\$ 85,000.00	\$ 85,000.00
Concrete Walk 4" thick (x 15,000)	\$ 56,250.00	\$ 56,250.00
Standard Concrete Curb & gutter 6" x 24" (x 1,400)	\$ 17,500.00	\$ 17,500.00
Mooring Dock (x 1)	\$ 37,500.00	\$ 37,500.00
Kayak Launch Docks (x 2)	\$ 55,000.00	\$ 55,000.00
Benches (x 6)	\$ 3,600.00	\$ 3,600.00
Picnic Table (x 11)	\$ 8,250.00	\$ 8,250.00
Trash Receptacles (x 7)	\$ 2,625.00	\$ 2,625.00
6' Parking Bumper (x 18)	\$ 2,250.00	\$ 2,250.00
Design Fees	\$ 35,525.00	\$ 35,525.00
7.3958% NMGRT	\$ 34,427.45	\$ 34,427.45
<b>Total</b>	<b>\$ 499,927.45</b>	<b>\$ 499,927.45</b>

### Significant Changes to Scope of Work

The SUB RECIPIENT is required to notify and seek written approval of the GRANTEE in advance of any proposed changes to the scope of work under this Subaward (i.e., significant changes to the statement of project objectives or the schedule of technical milestones and deliverables). Such changes may require the GRANTEE to re-evaluate the eligibility of the work under this Subaward.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS  
UNDER FEDERAL AWARDS

**Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 19641965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR section 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**Clean Air Act and the Federal Water Pollution Control Act.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Debarment and Suspension** (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

DAVIS-BACON ACT REQUIREMENTS  
(IF APPLICABLE)

**Overview**

Section 1606 of the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. No. 111-5, 123 Stat. 115 (Feb. 17, 2009) (the “Recovery Act”), requires grant award recipients, subrecipients, contractors, and subcontractors to comply with the wage requirements of the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) and related acts, stating:

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Scope of the Davis-Bacon Act The Davis-Bacon Act prevailing wage requirements apply to laborers and mechanics employed under contracts or subcontracts in excess of \$2,000 for construction, alteration, or repair activities (including but not limited to painting and decorating) that are funded, in whole or in part, under BTOP grant awards. In general:

- Laborers and mechanics – Are workers whose duties are manual or physical in nature, including apprentices, trainees and helpers, but do not include workers whose duties are primarily managerial, administrative, executive, or clerical. See 29 C.F.R. section 5.2(m).
- The \$2,000 threshold – Pertains to the amount of the prime construction contract, not to the amount of individual subcontracts. Accordingly, if the prime construction contract exceeds \$2,000, all construction work on the project (including subcontracts) is covered by the Davis-Bacon Act. See 29 C.F.R. section 5.5(a)(6).
- Construction, alteration, or repair activities – Are those occurring at the “site of the work” that involve the alteration, remodeling, or installation of items fabricated off-site; painting and decorating; manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work; and, in certain cases, transportation between the site of the work and other points. See 29 C.F.R. section 5.2(j).

- Site of the work – Is the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project, and includes job headquarters, tool yards, batch plants, borrow pits, etc., if they are dedicated exclusively, or nearly so, to performance of the contract or project, and are adjacent or virtually adjacent to the site of the work. The site of the work does not include permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continued operation are determined wholly without regard to a particular Federal or Federally assisted contract or project. See 29 C.F.R. section 5.2(l).
- Application to Governmental Agencies - Governmental agencies, such as states or their political subdivisions, are not subject to the Davis Bacon Act requirements when construction work is being performed by their own employees on a “force account” basis. See 29 C.F.R. section 5.2(h).

Davis-Bacon Act prevailing wage requirements are likely to apply to construction and related activities undertaken in connection with Infrastructure Round 1 and Comprehensive Community Infrastructure (CCI) Round 2 projects. In many cases, Davis-Bacon Act prevailing wage requirements will also apply to activities under BTOP grants for Sustainable Broadband Adoption (SBA) and Public Computer Centers (PCC), when construction and related activities (including minor renovation of facilities) can be segregated from the other work contemplated by the grant. See 29 C.F.R. section 4.116; F.A.R. section 22.402(b).

### **Davis-Bacon Act Requirements**

Required contract provisions (appearing at 29 C.F.R. section 5.5) and the applicable wage determination(s) for the activities contemplated by a construction project must be included in any contract or subcontract to which the Davis-Bacon Act applies providing, among other items, that:

- Laborers and mechanics must be paid the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at least once a week;
- No paycheck deductions or rebates are permitted, except as permitted under Department of Labor (DOL) regulations (29 C.F.R. sections 3.5-3.6);
- Wage and fringe benefit rates must be no less than those contained in DOL wage determination for the labor classification for the work actually performed.

The recipient is responsible for ensuring that the required contract provisions appear in all contracts and subcontracts entered into by recipients, subrecipients, contractors, and subcontractors for construction, alteration and repair activities covered by the Davis-Bacon

Act and related acts. Applicable wage determinations included in the contract must be verified by the recipient within 10 days of the contract date.

In cases where state wage rates (determined under state statutes often called “Mini-Davis-Bacon Acts”) are higher than the Federal wage rates, the state wage rates take precedence and should be included in contracts in lieu of the lower, Federal wage rates. In cases of construction projects on tribal lands, the recipient should contact its assigned Federal Program Officer (FPO) for guidance on the interplay among the Davis-Bacon Act, state Mini-Davis-Bacon acts, and the Tribal Employment Rights Ordinance (TERO).

Contracts for amounts over \$100,000 that are covered by the Davis-Bacon Act must include additional standard clauses (also appearing in 29 C.F.R. section 5.5) providing, among other things, that overtime for laborers and mechanics must be paid at a rate 1.5 times the basic rate of pay for time worked in excess of 40 hours per week.

In addition, the DOL Davis-Bacon poster (WH-1321) must be prominently posted at the site of the work. Refer to: ([www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf](http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf) 1321).

### **Davis-Bacon Wage Rate Determinations**

DOL conducts statewide surveys seeking payment data on wage and fringe benefit rates from construction contractors and other interested parties, such as labor unions. Wage determinations are issued by locality, typically on a county-by-county basis. Davis-Bacon Act wage determinations are published on DOL’s Wage Determinations OnLine (WDOL) website accessible at: [www.wdol.gov](http://www.wdol.gov). The Davis-Bacon Act prevailing wages are determined by DOL based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area.

If DOL has not published a wage determination for work that is needed to complete a BTOP construction project, the recipient may seek a Conformance. The recipient must submit a Conformance request using Standard Form (SF) 1444. Please go to [www.wdol.gov/library.aspx](http://www.wdol.gov/library.aspx) to obtain a copy of the form and instructions.

To complete the form, the recipient must describe the work to be done (identified with a classification that is used in the subject area in the construction industry) and propose a wage rate that bears a reasonable relationship to existing wage determinations. Typically, the rate must not be less than the wage determination for an unskilled laborer and, for a skilled craft, must be at least equal to the lowest wage determination for any other skilled craft.

Infrastructure and CCI recipients should submit the completed SF-1444 through Grants Online as an “Other Action Request.” The SF1444 will be routed to the National Oceanic and Atmospheric Administration (NOAA) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.



SBA and PCC recipients should submit completed SF-1444 Conformance requests through the Post-Award Monitoring (PAM) System. To do so, the recipient should create a report package of the type “POR: PAM Other Request.” After filling out and attaching the Request Template, recipient should attach the completed SF-1444 form using the “Add File” button. The SF-1444 will be routed to the National Institute of Standards and Technology (NIST) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

### **Recordkeeping and Monitoring Obligations**

Recipients, subrecipients, contractors, and subcontractors must prepare weekly certified payroll documentation using Form WH347 (available at: [www.dol.gov/whd/forms/wh347.pdf](http://www.dol.gov/whd/forms/wh347.pdf)), properly completed for laborers and mechanics performing activities covered by the Davis-Bacon Act requirements of the Recovery Act. Subrecipients, contractors, and subcontractors must submit this information to the BTOP grant award recipient on a weekly basis within seven days of the regular payment date of the subrecipient’s, contractor’s or subcontractor’s payroll period.

A recipient must review the weekly certified payroll documentation it receives from its subrecipients, contractors and subcontractors on an ongoing basis. See 29 C.F.R. sections 3.3-3.4. If a subrecipient receives the original payroll documents, the subrecipient should review these documents and forward the original documents to the recipient on a weekly basis within the time period described above.

The recipient must maintain in its files the original Davis-Bacon Act payroll records it prepares for itself, as well as those prepared by subrecipients, contractors, and subcontractors. The recipient is not required to submit any of the payroll documents to the BTOP Grants Office unless the assigned Grants Officer makes a request for such records. The payroll records must be maintained so as to be easily accessed by BTOP Grants Officers and by other duly authorized officials. The recipient must retain these records as provided in the Department of Commerce (DOC) Uniform Administrative Requirements for Grants and Cooperative Agreements, 15 C.F.R. section 14.53 or 24.42, as applicable, generally for the later of three years after closeout of the award, or until any litigation, claim, or audit is resolved.

### **Enforcement and Penalties**

Violation of the requirements of Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts is a serious offense. Compliance is subject to audit during OMB Circular A-133 audits (including program-specific audits) of BTOP grant recipients and subrecipients, as well as audits and investigations by the DOC Office of Inspector General, the Government Accountability Office (GAO), the DOL Wage and Hour Division, and other duly authorized officials. A violation of the Davis-Bacon Act wage requirements may lead NTIA to impose appropriate enforcement action in connection with a BTOP grant award, up to and including suspension or termination of the award. In addition, contracting parties are subject to payment of back wages, and suspension or debarment from future contracts for a period of up to three

years. Monetary damages may also apply. Falsification of certified payroll records or the required kickback of wages may subject a violator to civil or criminal prosecution, the penalty for which may include fines and/or imprisonment.

## ELIGIBLE AND RESTRICTED USES OF CSLFRF FUNDS

As described in the CSLFRF statute and summarized above, there are four enumerated eligible uses of CSLFRF award funds. As a recipient of an award under the CSLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of CSLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury's Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the CSLFRF program, including some helpful definitions. For example, Treasury's Interim Final Rule establishes:

- A framework for determining whether a project “responds to” a “negative economic impact” caused by the COVID-19 public health emergency;
- Definitions of “eligible employers”, “essential work,” “eligible workers”, and “premium pay” for cases where premium pay is an eligible use;
- A definition of “general revenue” and a formula for calculating revenue lost due to the COVID-19 public health emergency;
- A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean Water State Revolving Funds; and,
- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth.

Treasury's Interim Final Rule also provides more information on four important restrictions on use of CSLFRF award funds: recipients may not deposit CSLFRF funds into a pension fund; recipients that are States or territories may not use CSLFRF funds to offset a reduction in net tax revenue caused by the recipient's change in law, regulation, or administrative interpretation; and, recipients may not use CSLFRF funds as non-Federal match where prohibited. In addition, the Interim Final Rule clarifies certain uses of CSLFRF funds outside the scope of eligible uses, including that recipients generally may not use CSLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a “rainy day” fund. Recipients should refer to Treasury's Interim Final Rule for more information on these restrictions.

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 12/12/2023

DEPARTMENT: Grant Programs	BY: Angie Barrios-Testa, Director <i>Atesta</i> 12/1/2023	DATE: 12/1/2023
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**SUBJECT: Accept a 2022 NM Aging and Long-Term Services Department Award No. A22G-5318 for the Renovations of the Alejandro Ruiz Senior Center**

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

In May of 2021, the City of Carlsbad submitted a 2022 General Obligation Grant Application to the State of New Mexico Aging and Long Term Services Department (ALTSD) for a phase of renovations at the Alejandro Ruiz Senior Center. All capital outlay requests for senior programs follow an application process. In even years (2022), the ALTSD Capital Outlay funding source is General Obligations funding and goes to the voters before the funds are allocated in the following legislative session which is why it is typically a two-year process.

The funding is set aside for code compliance improvements, renovations, meal equipment, and other critical needs. The City of Carlsbad is being awarded \$1,352,442 minus the Arts in Public Places (AIPP) of \$13,525, for a total of \$1,338,917 to fund Phase III of the Alejandro Ruiz Senior Center. Phase III includes renovations of existing rooms to be converted to support and expand senior programs. The plan is also to provide additional ADA and unisex/ambulatory restrooms, fire sprinkler systems, and fire detection systems for patron and staff safety.

The City is also using these funds to leverage CDBG funds that are still pending. The project has been budgeted under Project No. 100754. Once the award is accepted the City will incur the expenditures upfront and will submit reimbursement request(s) to ALTSD as the funds are spent.

Staff seeks the City Council's consideration for acceptance and approval of the enclosed grant agreement, and to designate the Mayor to sign the grant agreement and any related documents.

**DEPARTMENT RECOMMENDATION:** City Council consideration to accept and approve the Grant Agreement from New Mexico Aging and Long Term Services Department.

**BOARD/COMMISSION/COMMITTEE ACTION:**

- |  |   |   |                                      |
|--|---|---|--------------------------------------|
| <input type="checkbox"/> P & Z         | <input type="checkbox"/> Lodgers Tax Board    | <input type="checkbox"/> Riverwalk Rec Center Board | <input type="checkbox"/> APPROVED    |
| <input type="checkbox"/> Museum Board  | <input type="checkbox"/> Alejandro Ruiz Board | <input type="checkbox"/> Water Board                | <input type="checkbox"/> DISAPPROVED |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> N. Mesa Board        | <input type="checkbox"/> Beautification Committee   |                                      |

**Reviewed by:**

**City Administrator:** /s/John Lowe

**Date:** 12/06/2023

**STATE OF NEW MEXICO  
AGING AND LONG-TERM SERVICES DEPARTMENT  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Aging and Long-Term Services Department, hereinafter called the “Department” or abbreviation such as “ALTSD”, and City of Carlsbad, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

WHEREAS, in the Laws of 2022, Chapter 55, Section 10, Paragraph 19, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

**AGREEMENT**

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

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

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

A22G-5318 \$1,352,442.00 APPROPRIATION REVERSION DATE: 30-JUN-2026  
Laws of 2022, Chapter 55, Section 10, Paragraph 19, one million, three hundred fifty two thousand, four hundred forty two dollars, (\$1,352,442.00), for renovations to the Alejandro Ruiz senior center in Carlsbad in Eddy county;

The Grantee’s total reimbursements shall not exceed one million, three hundred fifty two thousand, four hundred forty two dollars (\$1,352,442.00) (the “Appropriation Amount”) minus the allocation for Art in Public Places (\$13,525.00)<sup>1</sup>, thirteen thousand, five hundred twenty five dollars, which equals, one million, three hundred thirty eight thousand, nine hundred seventeen dollars (\$1,338,917.00) (the "Adjusted Appropriation Amount").

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

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

This project is referred to throughout the remainder of this Agreement as the “Project”; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the “Project Description.” Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT’S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

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

- (i) Irrespective of any Notice of Obligation, the Grantee’s expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee’s Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee’s expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as “Third Party Obligations”; and
- (iv) The Grantee’s submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

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

- (vi) The Grantee’s submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department’s issuance and the Grantee’s receiving of

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

a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

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

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

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

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

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

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Carlsbad  
Name: Dale W. Janway  
Title: Mayor  
Address: P.O. Box 1569, Carlsbad, NM 88221-1569  
Email: mayor.office@cityofcarlsbadnm.com  
Telephone: 575-887-3798

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Carlsbad  
Name: Angie Barrios-Testa  
Title: Director of Capital Programs  
Address: P.O. Box 1569, Carlsbad, NM 88221-1569,  
Email: [abarrios@cityofcarlsbadnm.com](mailto:abarrios@cityofcarlsbadnm.com)  
Telephone: 575-887-1191

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Aging and Long-Term Services Department  
Name: Monica Cordova/Elizabeth Chavez  
Title: Project Coordinator/Capital Outlay Bureau Chief  
Address: 2550 Cerrillos Road, Santa Fe, NM 87505  
Email: [monica.cordova@altsd.nm.gov](mailto:monica.cordova@altsd.nm.gov) / [elizabeth.chavez@altsd.nm.gov](mailto:elizabeth.chavez@altsd.nm.gov)  
Telephone: 505-709-7982 / 505-365-3804

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

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2026, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

#### **ARTICLE V. EARLY TERMINATION**



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

Early Termination includes:

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

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

**B. Early Termination Before Reversion Date Due to Non-appropriation**

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

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

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

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

**D. Corrective Action Plan in the Event of Suspension**

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

**ARTICLE VII. AMENDMENT**

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

**ARTICLE VIII. REPORTS**

**A. Database Reporting**

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

**B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

**ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

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

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

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

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
  - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
  - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
  - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
  - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

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

**ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

**ARTICLE XIV. SCOPE OF AGREEMENT**

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

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

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

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Carlsbad may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Carlsbad’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Carlsbad or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Carlsbad or the Department.”

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

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

“This contract is funded in whole or in part by funds made available under an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the City of Carlsbad may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Carlsbad] only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

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

#### **ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

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

- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
  2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
  3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
  4. terminate this Agreement pursuant to Article V(A) of this Agreement.

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

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

SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]



**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date of execution by the Department.

**GRANTEE**

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

\_\_\_\_\_  
Entity Name

By: \_\_\_\_\_  
(Type or Print Name)

Its: \_\_\_\_\_  
(Type or Print Title)

\_\_\_\_\_  
Date

**AGING AND LONG-TERM SERVICES DEPARTMENT**

\_\_\_\_\_  
By:

Its: Cabinet Secretary or Designee

\_\_\_\_\_  
Date



**EXHIBIT 1**  
**ALTSD CAPITAL OUTLAY GRANT**  
**MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT**

MONTHLY REPORT  PROJECT TITLE: \_\_\_\_\_ PAY REQUEST NO. \_\_\_\_\_  
(Due on the last day of the month)

Grantee: \_\_\_\_\_ Grant Number: \_\_\_\_\_ Reporting Period: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Grant Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Preparer's Name & Phone Number: \_\_\_\_\_

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold  Plan / Design  Bid Documents  Construction/Improvements/Renovation in Process   
 Purchase in Process  Substantial Completion  Project Complete  Other (Please specify in narrative section)

Provide a project update and the anticipated timeline for commencement and completion for each phase. (Attach extra sheet if needed)

**REQUEST FOR PAYMENT**

Grant Amount: \_\_\_\_\_  
 AIPP Amount (if applicable) \_\_\_\_\_  
 Funds Requested to Date: \_\_\_\_\_  
 Amount Requested This Payment: \_\_\_\_\_  
 Grant Balance: \_\_\_\_\_

**VENDOR INVOICE DETAIL** (Attach extra sheet if needed)

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
<b>Amount Requested This Payment:</b>			

FINAL REPORT

Fiscal Year Expenditure Period Ending  
 (check one)  
 (Jan-Jun)  (Jul-Dec)   
 Fiscal Year \_\_\_\_\_

- MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.
- FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.
- PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

**CERTIFICATION:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMISA 13-1-21 through 13-1-199; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

\_\_\_\_\_  
 Grantee Fiscal Officer Signature & Printed Name

\_\_\_\_\_  
 Grantee Representative Signature & Printed Name (Preparer)

**STATE AGENCY USE ONLY**

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

ALTSD Fiscal \_\_\_\_\_ Date \_\_\_\_\_ ALTSD Capital Projects Bureau \_\_\_\_\_ Date \_\_\_\_\_

1 of 1

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # \_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_

FROM: Grantee: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

**OPTIONAL ATTACHMENT A  
SPECIAL CONDITIONS**

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Attachment A** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY2022 audit. The Special Conditions identified below apply to the authorized agent, City of Carlsbad.

**Procurement** - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

**Budget** - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

**Capital Assets** - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

**Travel and Per Diem** - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

**Timely Audits** – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

**Cash Management** – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the City of Carlsbad's 2022 Audit file. Therefore, the criteria to enter into this agreement have been met.

**SCOPE OF WORK**

**PROJECT DESCRIPTION FORM  
 SCOPE OF WORK (SOW)**

- 1. **Name of Grantee/ Fiscal Agent:** City of Carlsbad
- 2. **Project Title:** Alejandro Ruiz Senior Center Phase III Renovations
- 3. **Grant Agreement Number:** G5318

**4. Background Narrative:**

The City of Carlsbad requested funding for Phase III renovations to the Alejandro Ruiz Senior Center located at 120 Kircher St. in Carlsbad, NM. Phase III construction includes renovations to the old library, computer lab, and storage rooms which are planned to be converted to multi-purpose program and media rooms which will continue to support and expand senior programs. The planned renovations also east parking lot, entry vestibule, and shade canopy. The larger facility requires more ADA restrooms and unisex/ambulatory restrooms. The plan is to add a fire sprinkler system in conjunction with a modern fire detection system as well as a public address system to augment safety for senior patrons and staff.

**5. Work Plan:**

Once the funding is in place the City will work with Molzen Corbin, who is the on-call engineering firm working on renovation phases at Alejandro Ruiz Senior Center. This will take 5-6 months, and then we anticipate going out to bid for the construction phase. The City’s Municipal Services Department will manage the project, with oversight from the project inspectors/administrators.

**6. Budget Detail:**

<b>Project Cost Activities</b> <i>(These are only examples. Insert activities specific to the proposed project.)</i>	<b>Other Funds</b>	<b>State Funds</b>
Architect/Engineer	\$75,000	\$13,890
Construction		
Renovation	\$138,524	\$1,325,028
Improvements for Code Compliance		
Equipment <i>*NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.</i>		
Meals Equipment <i>*NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.</i>		
Vehicle Purchase		
Other Costs (specify)		
AIPP (if applicable)	(\$13,524)	
<b>Totals</b>	\$213,524	\$1,338,918

**7. Performance Measures:**

The City will ensure that all grant agreement requirements are met.

**8. Results Expected:**

The goal for Phase III is to provide additional features which will help facilitate the expansion of services while incorporating safety and energy-efficiency building components. Phase I and Phase II provided renovations so the entire operation and program which we were successful in doing. Phase III will provide additional needed activity spaces, additional accessible ADA restrooms, and safety equipment essential for a senior recreation facility. The fire suppression system and intercom equipment will be beneficial for the safety of the patrons, while the intercom will be a critical aid for patrons and staff to communicate in an event of an emergency. One of the new services planned in Phase III is to provide equipment, fixtures, and furnishing to improve upon the functionality of senior activities including an outdoor patio and physical fitness activity area. Neither senior recreation center within the City of Carlsbad currently have space for outdoor activities. Completion of Phase III will provide an inviting and low-impact outdoor exercise space in a fun and unthreatening environment especially made for seniors.

**9.**

**Time Frame/ Milestones:** Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones. *(These are only examples. Insert milestones specific to the proposed project.)*

On-Call Engineering Task Order	October 2023
Design Phase	April 2023
Bid Phase	May 2023
<b><u>Choose the appropriate project-type from below:</u></b>	<b><u>Type the number of months appropriate to the project-type:</u></b>
Meals Equipment – Purchase and Install	N/A
Equipment - Purchase and Install	N/A
Construction	N/A
Renovation	June 2025
Code Compliance projects	N/A
Vehicles – Purchase and Equip	June 2025
Project Completion & Review	June 2025
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	July 2025

**10. Responsible Staff** *(include Project Manager and Fiscal Contact):*

Name: Angie Barrios-Testa,  
Title: Director of Municipal Services & Capital Programs  
Address: 101 N. Halagueno St., Carlsbad, NM 88220  
Email: abtesta@cityofcarlsbadnm.com Phone: 575-887-1191  
Ext. 7957

Name: Melissa Salcido  
Title: Director of Finance  
Address: 101 N. Halagueno St., Carlsbad, NM 88220  
Email: mmsalcido@cityofcarlsbadnm.com  
Phone: 575-887-1191

**NOTICE:** The Grant Application, if approved for funding by the Aging and Long Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 12/12/2023

DEPARTMENT: Grant Programs	BY: Angie Barrios-Testa, Director <i>Angie Barrios-Testa</i> 12/1/2023	DATE: 12/1/2023
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**SUBJECT: Accept a 2022 NM Aging and Long-Term Services Department Award No. A22G-5319 for the Alejandro Ruiz Senior Center Food Transportation Vehicles**

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

In May of 2021, the City of Carlsbad submitted a 2022 General Obligation Grant Application to the State of New Mexico Aging and Long Term Services Department (ALTSD) for the purchase of Food Transportation Vehicles and Equipment for the Alejandro Ruiz Senior Center Nutritional Meals Program operated by Southeast New Mexico Community Corporation. All capital outlay requests for senior programs follow an application process. In even years (2022), the ALTSD Capital Outlay funding source is General Obligations funding and goes to the voters before the funds are allocated in the following legislative session which is why it is typically a two-year process.

The funding is set aside for code compliance improvements, renovations, meal equipment, and other critical needs. The City of Carlsbad is being awarded \$162,024 to purchase the vehicles and associated equipment for the Alejandro Ruiz Senior Center Nutritional Meals Program. The new equipment will allow SNMCAC to deliver food in hot and cold compartments to ensure proper temperature regulation for food transported to homebound residents in Carlsbad and Eddy County. The equipment will be added to the lease schedule of equipment under the existing agreement between the City and SNMCAC for the program.

The project has been budgeted under Project No. 100755. Once the award is accepted the City will incur the expenditures upfront and will submit reimbursement request(s) to ALTSD as the funds are spent.

Staff seeks the City Council's consideration for acceptance and approval of the enclosed grant agreement, and to designate the Mayor to sign the grant agreement and any related documents.

**DEPARTMENT RECOMMENDATION:** City Council consideration to accept and approve the Grant Agreement from the New Mexico Aging and Long Term Services Department.

**BOARD/COMMISSION/COMMITTEE ACTION:**

- |  |   |   |                                      |
|--|---|---|--------------------------------------|
| <input type="checkbox"/> P & Z         | <input type="checkbox"/> Lodgers Tax Board    | <input type="checkbox"/> Riverwalk Rec Center Board | <input type="checkbox"/> APPROVED    |
| <input type="checkbox"/> Museum Board  | <input type="checkbox"/> Alejandro Ruiz Board | <input type="checkbox"/> Water Board                | <input type="checkbox"/> DISAPPROVED |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> N. Mesa Board        | <input type="checkbox"/> Beautification Committee   |                                      |

**Reviewed by:**

**City Administrator:** /s/John Lowe

**Date:** 12/06/2023



**STATE OF NEW MEXICO  
AGING AND LONG-TERM SERVICES DEPARTMENT  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Aging and Long-Term Services Department, hereinafter called the “Department” or abbreviation such as “ALTSD”, and City of Carlsbad, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

WHEREAS, in the Laws of 2022, Chapter 55, Section 10, Paragraph 20, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

**AGREEMENT**

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

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

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

A22G-5319 \$162,024.00 APPROPRIATION REVERSION DATE: 30-JUN-2026  
Laws of 2022, Chapter 55, Section 10, Paragraph 20, one hundred sixty two thousand and twenty four dollars, (\$162,024.00), to purchase and equip vehicles for the Alejandro Ruiz senior center in Carlsbad in Eddy county.

The Grantee’s total reimbursements shall not exceed one hundred sixty two thousand and twenty four dollars (\$162,024.00) (the “Appropriation Amount”) minus the allocation for Art in Public Places (\$ 0.00)<sup>1</sup>, zero dollars, if applicable, which equals, one hundred sixty two thousand, and twenty four dollars (\$162,024.00) the "Adjusted Appropriation Amount".

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

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

This project is referred to throughout the remainder of this Agreement as the “Project”; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the “Project Description.” Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT’S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

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

- (i) Irrespective of any Notice of Obligation, the Grantee’s expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee’s Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee’s expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as “Third Party Obligations”; and
- (iv) The Grantee’s submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

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

- (vi) The Grantee’s submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department’s issuance and the Grantee’s receiving of a

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

Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

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

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

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

**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

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

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Carlsbad  
Name: Dale W. Janway  
Title: Mayor  
Address: P.O. Box 1569, Carlsbad, NM 88221-1569  
Email: mayor.office@cityofcarlsbadnm.com  
Telephone: 575-887-3798

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Carlsbad  
Name: Angie Barrios-Testa  
Title: Director of Capital Programs  
Address: P.O. Box 1569, Carlsbad, NM 88221-1569,  
Email: [abarrios@cityofcarlsbadnm.com](mailto:abarrios@cityofcarlsbadnm.com)  
Telephone: 575-887-1191

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Aging and Long-Term Services Department  
Name: Monica Cordova/Elizabeth Chavez  
Title: Project Coordinator/Capital Outlay Bureau Chief  
Address: 2550 Cerrillos Road, Santa Fe, NM 87505  
Email: [monica.cordova@altsd.nm.gov](mailto:monica.cordova@altsd.nm.gov) / [elizabeth.chavez@altsd.nm.gov](mailto:elizabeth.chavez@altsd.nm.gov)  
Telephone: 505-709-7982 / 505-365-3804

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

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2026, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

#### **ARTICLE V. EARLY TERMINATION**

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

Early Termination includes:

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

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

**B. Early Termination Before Reversion Date Due to Non-appropriation**

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

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

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

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

**D. Corrective Action Plan in the Event of Suspension**

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

**ARTICLE VII. AMENDMENT**

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

**ARTICLE VIII. REPORTS**

**A. Database Reporting**

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

**B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

**ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

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

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
  - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
  - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
  - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
  - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
  - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.



- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

**ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

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

**ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

**ARTICLE XIV. SCOPE OF AGREEMENT**

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

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

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

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Carlsbad may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Carlsbad’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Carlsbad or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Carlsbad or the Department.”

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

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

“This contract is funded in whole or in part by funds made available under an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the City of Carlsbad may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Carlsbad] only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

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

**ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

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

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

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

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

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

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

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date of execution by the Department.

**GRANTEE**

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

\_\_\_\_\_  
Entity Name

By: \_\_\_\_\_  
(Type or Print Name)

Its: \_\_\_\_\_  
(Type or Print Title)

\_\_\_\_\_  
Date

**AGING AND LONG-TERM SERVICES DEPARTMENT**

\_\_\_\_\_  
By:

Its: Cabinet Secretary or Designee

\_\_\_\_\_  
Date



**EXHIBIT 1**  
**ALTSD CAPITAL OUTLAY GRANT**  
**MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT**

MONTHLY REPORT  PROJECT TITLE: \_\_\_\_\_ PAY REQUEST NO. \_\_\_\_\_  
(Due on the last day of the month)

Grantee: \_\_\_\_\_ Grant Number: \_\_\_\_\_ Reporting Period: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Grant Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Preparer's Name & Phone Number: \_\_\_\_\_

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold  Plan / Design  Bid Documents  Construction/Improvements/Renovation in Process   
 Purchase in Process  Substantial Completion  Project Complete  Other (Please specify in narrative section)

Provide a project update and the anticipated timeline for commencement and completion for each phase. (Attach extra sheet if needed)

**REQUEST FOR PAYMENT**

Grant Amount: \_\_\_\_\_  
 AIPP Amount (if applicable) \_\_\_\_\_  
 Funds Requested to Date: \_\_\_\_\_  
 Amount Requested This Payment: \_\_\_\_\_  
 Grant Balance: \_\_\_\_\_

**VENDOR INVOICE DETAIL** (Attach extra sheet if needed)

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
<b>Amount Requested This Payment:</b>			

**FINAL REPORT**   
 Fiscal Year Expenditure Period Ending  
 (check one)  
 (Jan-Jun)  (Jul-Dec)   
 Fiscal Year \_\_\_\_\_

- MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.
- FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.
- PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

**CERTIFICATION:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

\_\_\_\_\_  
 Grantee Fiscal Officer Signature & Printed Name

\_\_\_\_\_  
 Grantee Representative Signature & Printed Name (Preparer)

**STATE AGENCY USE ONLY**

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

ALTSD Fiscal \_\_\_\_\_ Date \_\_\_\_\_ ALTSD Capital Projects Bureau \_\_\_\_\_ Date \_\_\_\_\_

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**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_

FROM: Grantee: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

## OPTIONAL ATTACHMENT A SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Attachment A** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY2022 audit. The Special Conditions identified below apply to the authorized agent, City of Carlsbad.

**Procurement** - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

**Budget** - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

**Capital Assets** - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

**Travel and Per Diem** - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

**Timely Audits** – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

**Cash Management** – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the City of Carlsbad's 2022 Audit file. Therefore, the criteria to enter into this agreement have been met.

**SCOPE OF WORK**

**PROJECT DESCRIPTION FORM  
 SCOPE OF WORK (SOW)**

1. **Name of Grantee/ Fiscal Agent:** City of Carlsbad
2. **Project Title:** Alejandro Ruiz Senior Center Meals Program Vehicles and Equipment
3. **Grant Agreement Number:** G5319
4. **Background Narrative:**

The City of Carlsbad requested funding to purchase, install, and equip ADA-accessible vehicles and food transportation units for the Alejandro Ruiz Senior Center. The current fleet is owned and operated by Southeast NM Community Action Agency (SNMCAC) which is the non-profit organization that runs the meals program for the City of Carlsbad and Eddy County. The equipment is aging and is insufficient to meet the needs of the program demands. It was determined that the units require replacement due to continuing high repair costs and obsolete parts to keep them running properly.

5. **Work Plan:**

Once the funding is in place the City will work with SNMCAC, to purchase the units from a vendor using a state pricing agreement. There will be some lead time in building the units therefore we anticipate it to be a 12-18 month process. The City has already established a lease agreement for other equipment being leased by SNMCAC, and any new equipment and vehicles will be added as they are put into service. The City’s Municipal Services Department and the Alejandro Ruiz Senior Center Manager will manage the project and the future lease of the equipment.

6. **Budget Detail:**

<b>Project Cost Activities</b> <i>(These are only examples. Insert activities specific to the proposed project.)</i>	<b>Other Funds</b>	<b>State Funds</b>
Architect/Engineer		
Construction		
Renovation		
Improvements for Code Compliance		
Equipment <i>*NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.</i>		
Meals Equipment <i>*NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.</i>		
Vehicle Purchase		\$162,024
Other Costs (specify)		
AIPP (if applicable)		
<b>Totals</b>		<b>\$162,024</b>



**7. Performance Measures:**

The City will ensure that all grant agreement and lease agreement requirements are met.

**8. Results Expected:**

The goal for this project and funding is to ensure that the City of Carlsbad Nutritional Meals Program has the equipment resources necessary to provide nutritious meals to its homebound residents throughout the City and the surrounding County it serves. The new equipment will allow SNMCAC to deliver food in hot and cold compartments to ensure proper temperature regulation for food transported to residents.

**9.**

**Time Frame/ Milestones:** Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones. *(These are only examples. Insert milestones specific to the proposed project.)*

On-Call Engineering Task Order	N/A
Design Phase	N/A
Bid Phase	N/A
<b><i>Choose the appropriate project-type from below:</i></b>	<b><i>Type the number of months appropriate to the project-type:</i></b>
Meals Equipment – Purchase and Install	May 2024
Equipment - Purchase and Install	N/A
Construction	N/A
Renovation	N/A
Code Compliance projects	N/A
Vehicles – Purchase and Equip	May 2024
Project Completion & Review	November 2024
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	November 2024

**10. Responsible Staff (include Project Manager and Fiscal Contact):**

Name: Angie Barrios-Testa,  
 Title: Director of Municipal Services & Capital Programs  
 Address: 101 N. Halagueno St., Carlsbad, NM 88220  
 Email: abtesta@cityofcarlsbadnm.com  
 Phone: 575-887-1191 Ext. 7957

Name: Melissa Salcido  
Title: Director of Finance  
Address: 101 N. Halagueno St., Carlsbad, NM 88220  
Email: mmsalcido@cityofcarlsbadnm.com  
Phone: 575-887-1191

**NOTICE:** The Grant Application, if approved for funding by the Aging and Long Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 12/12/2023

DEPARTMENT: Grant Programs	BY: Angie Barrios-Testa, Director <i>AB Testa 11/28/2023</i>	DATE: 11/28/2023
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**SUBJECT: Accept the Department of Justice Office of Community Oriented Policing Services Grant Award**

The City Council approved the submission of an FY2023 Community Oriented Policing Services (COPS) Hiring Program Grant Application to the U.S. Department of Justice submitted in May of 2023. The City was approached by the Carlsbad Municipal Schools (CMS) to build upon its partnership with the City of Carlsbad, specifically with the Carlsbad Police Department to help enhance the School Resource Officer (SRO) Initiative. The City of Carlsbad has now been awarded the \$625,000 in 2023 COPS funding to implement this project.

The purpose of the COPS Hiring Program (CHP) program is to advance the practice of community policing through the hire or rehire of additional career law enforcement officers. Local law enforcement agencies will utilize funding under this award program to hire and rehire career law enforcement officers necessary to increase the jurisdiction's community policing capacity to prevent and disrupt crime and violence.

The grant requires a five-year hiring commitment and thus the officers' salary for the duration of the five years was estimated to be \$3,265,562 for five senior-level officers. The COPS grant would cover \$625,000 (max of \$125,000 per officer for the life of the grant), and the remainder will require local funds. CMS had agreed to budget the funding over five years to cover the local fund portion. Now that it has been awarded, the City will work to negotiate the MOU with CMS to outline the partnership parameters and designate the local fund match requirement. The final MOU draft will be brought forth for City Council approval by January 23, 2024.

All funds will be spent in advance and will submit reimbursement requests for allowable expenditures. If accepted, the City will be required to follow all the terms, conditions, and limitations outlined in the Award Offer but also comply with assurances and certifications related to conduct during the performance period for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on the use of funds). The performance period starts October 1, 2023, and ends September 30, 2028.

**DEPARTMENT RECOMMENDATION:** Staff requests the City Council accept the 2023 COPS CHP grant agreement from the U.S. Department of Justice, and designate the Mayor or his designee authority to sign the grant agreement and associated documents.

**BOARD/COMMISSION/COMMITTEE ACTION:**

- |  |   |   |                                      |
|--|---|---|--------------------------------------|
| <input type="checkbox"/> P & Z         | <input type="checkbox"/> Lodgers Tax Board    | <input type="checkbox"/> Riverwalk Rec Center Board | <input type="checkbox"/> APPROVED    |
| <input type="checkbox"/> Museum Board  | <input type="checkbox"/> Alejandro Ruiz Board | <input type="checkbox"/> Water Board                | <input type="checkbox"/> DISAPPROVED |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> N. Mesa Board        | <input type="checkbox"/> Beautification Committee   |                                      |

**Reviewed by:**  
**City Administrator:** /s/John Lowe **Date:** 12/06/2023



# Department of Justice (DOJ)

## Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

<b>Name and Address of Recipient:</b>	CITY OF CARLSBAD 101 N HALAGUENO ST	
<b>City, State and Zip:</b>	CARLSBAD, NM 88220	
<b>Recipient UEI:</b>	LKCDUTRJHFY6	
<b>Project Title:</b> FY23 COPS Hiring Program (CHP)	<b>Award Number:</b> 15JCOPS-23-GG-04610-UHPX	
<b>Solicitation Title:</b> FY23 COPS Hiring Program		
<b>Federal Award Amount:</b> \$625,000.00	<b>Federal Award Date:</b> 11/2/23	
<b>Awarding Agency:</b>	Office of Community Oriented Policing Services	
<b>Funding Instrument Type:</b>	Grant	
<b>Opportunity Category:</b> D		
<b>Assistance Listing:</b> 16.710 - Public Safety Partnership and Community Policing Grants		
<b>Project Period Start Date:</b> 10/1/23	<b>Project Period End Date:</b> 9/30/28	
<b>Budget Period Start Date:</b> 10/1/23	<b>Budget Period End Date:</b> 9/30/28	
<b>Project Description:</b>  The purpose of the COPS Hiring Program (CHP) program is to advance the practice of community policing through the hire or rehire of additional career law enforcement officers. Funding under this award program will be utilized by local law enforcement agencies to hire and rehire career law enforcement officers necessary to increase the jurisdiction's community policing capacity to prevent and disrupt crime and violence.		

## Award Letter

November 2, 2023

Dear Brandon Skinner,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF CARLSBAD for an award under the funding opportunity entitled 2023 FY23 COPS Hiring Program. The approved award amount is \$625,000. Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

HUGH CLEMENTS

COPS Director

**Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department

are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov).

## Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

## Recipient Information

### Recipient Name

CITY OF CARLSBAD

### UEI

LKCDUTRJHFY6

### ORI Number

### Street 1

101 N HALAGUENO ST

### Street 2

### City

CARLSBAD

### State/U.S. Territory

New Mexico

### Zip/Postal Code

88220

### Country

United States

### County/Parish

### Province

## Award Details

### Federal Award Date

11/2/23

### Award Type

Initial

### Award Number

15JCOPS-23-GG-04610-UHPX

### Supplement Number

00

### Federal Award Amount

\$625,000.00

### Funding Instrument Type

Grant

**Assistance Listing Number**

**Assistance Listings Program Title**

16.710

Public Safety Partnership and Community Policing Grants

**Statutory Authority**

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq.

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Project Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Solicitation Title**

**Awarding Agency**

2023 FY23 COPS Hiring Program

COPS

**Application Number**

GRANT13873031

**Grant Manager Name**

ANNIE BEAMON

**Phone Number**

[202-305-5263](tel:202-305-5263)

**E-mail Address**

ANNE.BEAMON@USDOJ.GOV

**Project Title**

FY23 COPS Hiring Program (CHP)

**Performance Period Start**

**Date**

10/01/2023

**Performance Period End Date**

09/30/2028

**Budget Period Start Date**

10/01/2023

**Budget Period End Date**

09/30/2028

**Project Description**

The purpose of the COPS Hiring Program (CHP) program is to advance the practice of community policing through the hire or rehire of additional career law enforcement officers. Funding under this award program will be utilized by local law enforcement agencies to hire and rehire career law enforcement officers necessary to increase the jurisdiction's community policing capacity to prevent and disrupt crime and violence.

[ ]

I have read and understand the information presented in this section of the Federal Award Instrument.

## Financial Information

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 9/18/23 10:31 AM

### Comments

No items

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions:	\$1,692,269	\$1	\$1,692,270	
Civilian or Non-Sworn Personnel:	\$0	\$0	\$0	
Travel:	\$0	\$0	\$0	
Equipment:	\$0	\$0	\$0	
Supplies:	\$0	\$0	\$0	
SubAwards:	\$0	\$0	\$0	
Procurement Contracts:	\$0	\$0	\$0	
Other Costs:	\$0	\$0	\$0	
Total Direct Costs:	\$1,692,269	\$1	\$1,692,270	
Indirect Costs:	\$0	\$0	\$0	
Total Project Costs:	\$1,692,269	\$1	\$1,692,270	
Federal Funds:	\$625,000	\$0	\$625,000	36.93%
Match Amount:	\$1,067,270	\$0	\$1,067,270	63.07%
Program Income:	\$0	\$0	\$0	0.00%



## Budget Category

Sworn Officer

Civilian Personnel

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## Other Award Documents

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## Award Conditions

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

1

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

- I. Reporting Subawards and Executive Compensation
  - a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

- i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsr.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

2

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2023, Public Law 117-328, Division E, Title VII, Section 742.

3

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the requirements in 2 C.F.R. § 175.15(b) – Award Term:

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by DOJ at 2 C.F.R. Part 2867.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by DOJ at 2 C.F.R. Part 2867.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended 22 U.S.C. 7104(g), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

## 5

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
  - (2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.
  - (3) When the recipient agrees to the termination and termination conditions.
  - (4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
  - (5) Pursuant to any other termination provisions included in the award.
2. C.F.R. § 200.340.

## 6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2023 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

## 7

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

## 8

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

## 9

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

## 10

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

## 11

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

## 12

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

## 13

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

## 14

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

## 15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

## 16

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

## 17

Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;



c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

## 18

**Mandatory Disclosure:** Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

## 19

**Reports/Performance Goals:** To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

## 20

**Recipient Integrity and Performance Matters:** For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

### A. Reporting of Matters Related to Recipient Integrity and Performance

#### 1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

#### 2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty,

reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### 3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

### 4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### 5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

## 21

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

### I. System for Award Management and Universal Identifier Requirements

#### A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.



## B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

## C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.
3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:
  - a. A foreign organization;
  - b. A foreign public entity;
  - c. A domestic for-profit organization; and
  - d. A Federal agency.
4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

## 22

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

## 23

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

## 24

Background Investigations: Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.208

If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until the agency can demonstrate the background investigation has been completed.

## 25

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The

recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

## 26

Modifications: Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308. For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

During the CHP award period, it may become necessary for an agency to modify its CHP award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP funding for 10 new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all 10 positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application. Award modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

## 27

Retention: At the time of award application, your agency committed to retaining all sworn officer positions awarded under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

## 28

Local Match: COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

## 29

School Resource Officer (SRO) Training Requirement: COPS Office-funded SRO(s) are required to complete an SRO 40-hour basic training course from a list of COPS Office approved provider(s). Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the SRO hire date; whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a 40 hour basic training

course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed 40-hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officers to retake the course. The agency must coordinate with the training provider if they want funds to cover registration and travel costs.

### 30

Extensions: Your agency may request an extension of the 60-month award performance period to receive additional time to implement your award program. Such extensions do not provide additional funding. Any request for an extension will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36-month funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. Extension requests must be received prior to the end date of the award.

### 31

Contracts and/or MOUs with other Jurisdictions: Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

### 32

Community Policing: Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. Your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency’s plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency’s proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.

The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency’s approved community policing plan, which you described in your award application.

### 33

Career Law Enforcement Officer: Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time “career law enforcement officers” for 36 months. The COPS Office’s statute defines a “career law enforcement officer” as “a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws.” 34 U.S.C. §10389(1). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become “career law enforcement officers” if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a “village public safety officer” defined as “an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670.” Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).

### 34

Memorandum of Understanding Requirement (for School Resource Officers only)

Recipients using award funding to hire and/or deploy School Resource Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and

the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award letter.

• Your agency's MOU must contain the following information?

o The purpose of the MOU

o Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety

o Information sharing

o Supervision responsibility and chain of command for the SRO

o Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets. Your agency's implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

## 35

**Allowable Costs Condition:** The funding under this project is for the payment of three years (36 months) of approved full-time entry-level salaries and fringe benefits during the five-year (60 months) period of performance. The maximum federal share is \$125,000 per officer position (unless a local match waiver is approved) for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds. Your agency is required to use CHP award funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions.

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category. The approved budget in the award package specifies the amount of CHP funds awarded to your agency. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories up to the amounts specified in the approved budget. Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to continue salary payments to the officers beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

## 36

**Advancing Department of Justice Priority Problem Focus Areas:** This condition applies to agencies that selected one of the following priority crime problem/focus areas to address in their COPS Hiring Program (CHP) application:

- Building Legitimacy and Trust
- Violent Crime/Gun Violence
- Combatting Hate and Domestic Extremism
- Police-based Response to Persons in Crisis

Your agency understands and agrees to the following: Your agency will implement the one specific community policing plan identified in your CHP award application?

Your agency will address its specific priority crime problem throughout the entire CHP award period?

Your agency will implement any organizational changes identified in its CHP award application;

Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## Award Acceptance

### Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

### Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Director	HUGH CLEMENTS	9/25/23 6:40 PM

### Authorized Representative

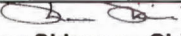




CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 12/12/2023

DEPARTMENT: Carlsbad Police Department	By:  <sup>A187</sup> Shane Skinner – Chief of Police	DATE: 12/05/2023
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**SUBJECT: Recommendation to Accept & Approve the Grant Agreement between the State of New Mexico Department of Transportation and Traffic Safety Division and the City of Carlsbad**

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

The New Mexico Department of Transportation has awarded the City of Carlsbad **\$56,336.00** in traffic grant funding in order to conduct traffic enforcement initiatives for End Driving While Impaired/DWI Enforcement, Operation Buckle-Up and Click It or Ticket and the Selective Traffic Enforcement Program. These initiatives are state-wide traffic enforcement focuses and allow our agency to be reimbursed for time worked in these particular categories. These grant initiatives have been in place for decades and the Carlsbad Police Department and the City of Carlsbad has been an active participant and grantee for a very long period of time. Again, these monies work on the concept of “reimbursement” and there is no consequence of unused funds other than consideration on future overall grant award amounts.

The Carlsbad Police Department has been recognized as one of the leading traffic grant users in the entire state and we have been commended many times over our statistical production and notable efforts in participating in these state traffic grant initiatives. Our grant funding has continued to increase over the years due to this fact and we hope to continue that trend.

I would ask that the governing body grant permission to the city attorney and the city administrator to authorize the approval and acceptance of this grant agreement in writing. Therefore, the grant agreement can then formally be put into effect and reimbursement for these traffic enforcement initiatives can begin.

The following items are the state project numbers for each initiative:

1. End Driving While Impaired (ENDWI) – Project No. 04-AL-64-013 {**\$24,640.00**}
2. Buckle Up (BKLUP)/Click It or Ticket (CIOT) – Project No. 04-OP-RF-013 {**\$9,688.00**}
3. Selective Traffic Enforcement Program (STEP) – Project No. 04-PT-RF-013 {**\$22,008.00**}

Total funding awarded per this Grant Agreement = **\$56,336.00**

**DEPARTMENT RECOMMENDATION: I recommend the City of Carlsbad approve and accept the Grant Agreement between the State of New Mexico Department of Transportation and Traffic Safety Division and the City of Carlsbad.**

**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

<b>Reviewed by:</b> City Administrator: /s/John Lowe	<b>Date:</b> 12/06/2023
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ATTACHMENT(S): Letter of Justification/Grant Agreement from the New Mexico Department of Transportation



New Mexico DEPARTMENT OF  
**TRANSPORTATION**  
MOBILITY FOR EVERYONE

## MEMORANDUM

Date: November 2, 2023

To: Ricky Serna, Cabinet Secretary

Through: Jeff Barela, Director, Traffic Safety Division 

From: Amber Montoya, Staff Manager 

Subject: Letter of Justification for Grant Agreement between the New Mexico Department of Transportation Traffic Safety Division and City of Carlsbad.

1. TSD Program Manager Amber Montoya, Phone # 505-231-5556, will oversee the project(s).
2. The Consolidated Agreement provides funding to Carlsbad Police Department to conduct the following project(s) and activities as shown below.
  - ENDWI – \$24,640.00 (Fed 164)  
The ENDWI program funds overtime enforcement for DWI checkpoint and DWI directed patrol program. Funds are used to maintain the program, as funding allows, and to expand the program in areas of the State with high rates of DWI.
  - BKLUP - \$9,688.00 (State Road Fund)  
The BKLUP program funds overtime for law enforcement agencies to conduct safety belt and child restraint/ booster seat use activities to increase in occupant protection use in New Mexico.
  - STEP – \$22,008.00 (State Road Fund)  
Provides funding for sustained enforcement program to target specific traffic problems such as speed, DWI, road rage, distracted and reckless driving, fatigue/ drowsy driving, occupant protection, and crashes involving pedestrians, primarily through the use of Safety Corridors. Participating agencies include local law enforcement.
3. The agreement will be effective from date of last signature to 9/30/2024.
4. Scopes of work, including deliverables, are provided in the applicable exhibits attached to the agreement below.
5. The agreement is Exempt from the procurement as it is with another government agency, (per NMSA 1978 Section 13-1-98, et seq.)

**Michelle Lujan Grisham**  
Governor

**Ricky Serna**  
Cabinet Secretary

**Commissioners**

**Jennifer Sandoval**  
Commissioner, Vice-Chairman  
District 1

**Gary Tonjes**  
Commissioner  
District 2

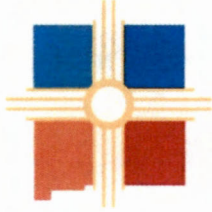
**Hilma E. Chynoweth**  
Commissioner  
District 3

**Walter G. Adams**  
Commissioner, Chairman  
District 4

**Thomas C. Taylor**  
Commissioner  
District 5

**Charles Lundstrom**  
Commissioner, Secretary  
District 6





New Mexico DEPARTMENT OF  
**TRANSPORTATION**  
MOBILITY FOR EVERYONE

November 2, 2023

Sergeant Andrew Carver  
Carlsbad Police Department  
602 West Mermod  
Carlsbad, NM 88220

RE: Project Agreement

Dear Coordinator:

Enclosed is the project agreement for the federal 2024 fiscal year. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town or Tribal agency. The following table contains the information necessary to meet these requirements.

Project Number	Funding Source	CFDA #	FAIN	Award Date	Amount
04-AL-64-013	BIL 164 Transfer Funds	20.608	69A37523300001640NMA	11/30/2022	\$24,640.00
04-OP-RF-013	State Road Fund				\$9,688.00
04-PT-RF-013	State Road Fund				\$22,008.00

**2 CFR Subpart F 200.500-521**

(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

**Michelle Lujan  
Grisham**  
Governor

**Ricky Serna**  
Cabinet Secretary

**Commissioners**

**Jennifer Sandoval**  
Commissioner, Vice-Chairman  
District 1

**Gary Tonjes**  
Commissioner  
District 2

**Hilma E. Chynoweth**  
Commissioner  
District 3

**Walter G. Adams**  
Commissioner, Chairman  
District 4

**Thomas C. Taylor**  
Commissioner  
District 5

**Charles Lundstrom**  
Commissioner, Secretary  
District 6



*(d) Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503.

Records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If expenditures are less than \$750,000 during your agency's fiscal year 2024, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY {24}."

Your agency must submit copies of audits and review reports associated with this grant agreement to the Department for informational purposes if requested regardless of whether the criteria for audit or review are met.

#### **Operational Plan**

Your agency is required to develop an operational plan to include a jurisdiction-specific performance goal, problem statement, problem identification, and basic crash data upon which the project is based. Performance goals should be specific, measurable, action-oriented, realistic, and time-bound.

#### **Performance Indicators**

The Department has implemented performance indicators on Department funded law enforcement projects. The performance indicators are as follows:

ENDWI Small Agency (Populations below 50,000) - 1 DWI in 36 hours

BKLUP 1 seat belt or child restraint citation for every 2 hours of enforcement worked.

STEP 2 citations or warnings for every hour of enforcement worked.

***At no time does the New Mexico Department of Transportation require an individual officer to issue a specific number of citations during an enforcement period.***

We look forward to working with you to prevent injuries and fatalities. Thank you for your cooperation.

Sincerely,

A small, stylized signature of Jeff Barela in black ink, enclosed in a rectangular box with the text "Developed by" above and "ENFORCEMENT" below.

Jeff Barela, Director  
Traffic Safety Division

Enclosure

CONTRACT NUMBER: \_\_\_\_\_  
UNIQUE ENTITY IDENTIFIER: LKCDUTRJHFY6  
SUPPLIER: 0000054314

### GRANT AGREEMENT

This Grant Agreement (**Agreement**) is between the New Mexico Department of Transportation (**Department**) and City of Carlsbad (**Grantee**), collectively referred to as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below. The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following projects:
  - a. End Driving While Impaired (**ENDWI**), Project No. 04-AL-64-013, \$24,640.00;
  - b. Buckle Up (**BKLUP**)/Click It or Ticket (**CIOT**), Project No. 04-OP-RF-013, \$9,688.00;
  - c. Selective Traffic Enforcement Program (**STEP**), Project No. 04-PT-RF-013, \$22,008.00;
  - d. Total Funding awarded per this Agreement \$56,336.00.
  
2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibit(s): **Exhibit A** - ENDWI; **Exhibit B** - BKLUP/CIOT; **Exhibit C** - STEP.
  
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely and properly prepared reimbursement requests as provided in the Department’s Electronic Grant Management System or the Traffic Safety Division Financial Management Manual 2019, as directed by the Department. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than forty-five (45) calendar days after termination of this Agreement, unless otherwise approved by the Department.
  
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered, and payment received. The Grantee shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee’s principal office during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) calendar days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project or were used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) calendar days of written notice.



5. **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.
6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) calendar days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving the Department thirty (30) calendar days' written notice. The parties acknowledge that termination will not nullify obligations incurred prior to termination and any obligations intended to survive termination of the Agreement, including but not limited to Section 4 and Section 11.
7. **Appropriations.** The Grantee acknowledges that:
  - a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
  - b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
  - c. the Department will not expend any funds until approved for expenditure, and the Department's determination as to whether approval has been granted will be final.
8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:
  - a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
  - b. all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15, and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age, disability, or other protected class will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement; if the Grantee is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation, subject to Section 6 above;
  - c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related rules;
  - d. 2 C.F.R. 200, Subpart F - Audit Requirements, Sections 200.500 - 200.521; and
  - e. those sections in Appendix A to Part 1300 labeled "applies to subrecipients as well as states."
9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail postage prepaid, fax or email; and be addressed as follows:

to the Department at:  
New Mexico Dept. of Transportation  
Attn: Traffic Safety Division  
P.O. Box 1149  
Santa Fe, NM 87504

to the Grantee at:  
Carlsbad Police Department  
Attn: Sergeant Andrew Carver  
602 West Mermod  
Carlsbad, NM 88220

10. **Severability.** The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.
11. **Liability.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended, and any other applicable law. This section is intended only to define the liabilities between the parties and it is not intended to modify in any way, the parties' liabilities as governed by law.
12. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.
13. **Term.** This Agreement takes effect as of the date the last party to sign it on the signature page below. The grantee may not start work until directed to by the Department. The Agreement terminates at 11:59 p.m. on September 30, 2024, unless earlier terminated as provided in Section 6 or Section 7.
14. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law provisions, govern all adversarial proceedings arising out of this Agreement.
15. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
16. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on anyone other than the parties.
17. **Scope of Agreement and Merger.** This Agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter of this Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents will be valid unless included in this Agreement.
18. **Disadvantaged Business Enterprise.** The following provision applies to a USDOT-assisted federally funded agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted

contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

19. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the parties.

**The remainder of this page is intentionally left blank.**

Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

Date: \_\_\_\_\_


**CITY OF CARLSBAD**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form and legal sufficiency.

By:  \_\_\_\_\_  
Assistant General Counsel  
Department of Transportation

Date: 11/9/2023  
\_\_\_\_\_

Approved as to form and legal sufficiency.

By: \_\_\_\_\_  
Counsel for City of Carlsbad

Date: \_\_\_\_\_

**Exhibit A: Scope of Work, Training, Reimbursement and Reporting**

**END DRIVING WHILE IMPAIRED (ENDWI) Project Number: 04-AL-64-013**

1. **Scope of Work.** The Grantee shall conduct sobriety checkpoints (SCs) and DWI directed enforcement patrols (DDEPs) in high crash locations, identified in data compiled by local, state, or federal government agencies, included in the Grantee's Operational Plan, and as negotiated between the Department and the Grantee. The Department encourages the Grantee to accompany SCs and DDEPs with public information, media, and educational activities. SCs must be scheduled to be staffed by at least five (5) officers as required by *City of Las Cruces v. Bentancourt, 1987-NMAC-039*, and must last a minimum of four (4) hours. The number of officers staffing an SC must meet the amount required by *Bentancourt* but not exceed the number detailed in the Grantee's Operational Plan. If the SC is not staffed with the minimum number of officers or was not conducted for the minimum number of hours, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for SCs based on the justification. DDEPs must deploy officers in high crash locations consistent with the enforcement plan. If the DDEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for DDEPs based on the justification. The Grantee is encouraged to schedule SCs and DDEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, and National DWI Mobilizations as identified below.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

**"Agency Coordinator"** means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

**"Directed Enforcement Patrols"** means activities that enforce traffic laws in areas consistent with the agency's operational plan.

**"Operational Plan"** means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

**"Winter Superblitz Period"** means November 17, 2023 to January 1, 2024.

**"St. Patrick's Day Mini Superblitz Period"** means March 9 to March 17, 2024.

**"Cinco de Mayo May Mini Superblitz Period"** means May 1 to May 7, 2024.

**"National Occupant Protection Mobilization Click It Or Ticket Period"** means May 20 to June 2, 2024.

**"Fourth of July Mini Superblitz Period"** means July 1 to July 8, 2024.

**"National DWI Mobilization Period"** means August 16 to September 2, 2024.



3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.
  
4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit quarterly claims no later than January 30<sup>th</sup>, April 30<sup>th</sup>, and July 30<sup>th</sup> during this Agreement period. The final claim shall be submitted no later than October 31, 2024. If the final claim is submitted after October 31, 2024, the claim must be accompanied by a justification letter. The Department may deny the claim.

Each claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
  - b. pay, including overtime, for officers attendance at administrative license revocation hearings and court hearings directly related to DWI arrests made while participating in the ENDWI program;
  - c. overtime costs for officers or authorized personnel to support activities directly related to the SCs and/or DDEPs conducted during the claim month. Authorized personnel may include dispatcher(s), transport personnel, and others as authorized by checkpoint supervisor or command staff. The Grantee can only claim up to ten percent (10%) of the total monthly claim amount;
  - d. in-state travel and related expenses for officers to attend DWI related training approved by the Department in advance to be reimbursed in accordance with 2.42.2 NMAC; and
  - e. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.
- 
5. **Reporting.** *The Grantee must submit activity reports by the 20<sup>th</sup> of each month using the activity report form provided.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding.** The Department expects the funding source to be BIL 164 Transfer Funds and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.608. However, both funding source and CFDA number are subject to change at the Department’s discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project’s itemized budget is as follows:

Personal Services	\$24,640.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$24,640.00

7. **Goals.** Projected annual and five-year average alcohol-impaired fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. The State's comprehensive set of proven countermeasure strategies and projects including ENDWI enforcement and media, law enforcement and prosecution support, supervised probation, drug courts, and court monitoring will assist the State in achieving reductions in these preventable fatalities. The State has set a 2024 annual target of 150 alcohol-impaired fatalities, with reductions each year through 2026.
8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

## Exhibit B: Scope of Work, Training, Reimbursement and Reporting

**BUCKLE UP (BKLUP) and CLICK IT OR TICKET (CIOT) Project Number: 04-OP-RF-013**

1. **Scope of Work.** The Grantee shall conduct occupant protection directed enforcement patrols (ODEPs) in high crash locations identified in data compiled by local, state or federal government agencies and contained in the Grantee's Operational Plan. The Department encourages the Grantee to accompany the ODEPs with public information, media and educational activities. ODEPs must deploy officers in high crash locations consistent with the enforcement plan for occupant protection issues. If the ODEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for ODEPs based on the justification. The Grantee is encouraged to schedule ODEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, National DWI Mobilizations and the National Click It or Ticket Mobilizations identified below.
2. **Definitions.** For purposes of this exhibit, the following definitions apply:
  - "Agency Coordinator"** means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.
  - "Directed Enforcement Patrols"** means activities that enforce traffic laws in areas consistent with the agency's operational plan.
  - "Operational Plan"** means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.
  - "Winter Superblitz Period"** means November 17, 2023 to January 1, 2024.
  - "St. Patrick's Day Mini Superblitz Period"** means March 9 to March 17, 2024.
  - "Cinco de Mayo May Mini Superblitz Period"** means May 1 to May 7, 2024.
  - "National Occupant Protection Mobilization Click It Or Ticket Period"** means May 20 to June 2, 2024.
  - "Fourth of July Mini Superblitz Period"** means July 1 to July 8, 2024.
  - "National DWI Mobilization Period"** means August 16 to September 2, 2024.
3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers’ actual hourly rate of overtime pay based on the Grantee’s overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit quarterly claims no later than January 30<sup>th</sup>, April 30<sup>th</sup>, and July 30<sup>th</sup> during this Agreement period. The final claim shall be submitted no later than October 31, 2024 on a form approved by the Department. If the final claim is submitted after October 31, 2024, the claim must be accompanied by a justification letter. The Department may deny the claim.

The Department will pay the Grantee for the following:

- a. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
  - b. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and
  - c. assistance at child safety seat clinics or car seat fitting stations.
  - d. the employer’s portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency’s written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.
5. **Reporting.** *The Grantee must submit activity reports by the 20<sup>th</sup> of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
  6. **Funding.** The Department expects the funding source to be state road fund. However, the funding source is subject to change at the Department’s discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project’s itemized budget is as follows:

Personal Services	\$9,688.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
<b>TOTAL</b>	<b>\$9,688.00</b>

7. **Goals.**
  - a. Projected annual and five-year average occupant fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. Given the State's

comprehensive set of proven countermeasure strategies and associated projects, including enforcement of primary seat belt and child restraint use laws, high-visibility media, and child safety seat distribution system, the State has set a 2024 five-year average target of 138.5 occupant fatalities, with reductions each year through 2026.

- b. The State anticipates being able to increase its seat belt use to at least 90 percent over the next three years, and although projections indicate a decline in these numbers through 2026, the State has determined to set targets of 90 percent in 2024, 2025 and 2026.

- 8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.



**Exhibit C: Scope of Work, Training, Reimbursement and Reporting**

**SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) and  
SUMMER ENFORCEMENT PERIOD** Project Number: 04-PT-RF-013

1. **Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and contained in the Grantee’s Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for DEPs based on the justification. *The Grantee is encouraged to schedule DEPS through the grant period with a focus on participating during the Summer enforcement period which runs June 19, 2024 through September 21, 2024.*
  
2. **Definitions.** For purposes of this exhibit, the following definitions apply:  
  
“**Agency Coordinator**” means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.  
  
“**Directed Enforcement Patrols**” means activities that enforce traffic laws in areas consistent with the agency’s operational plan.  
  
“**Operational Plan**” means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.
  
3. **Training and Qualifications.** The Agency Coordinator must attend the Department’s Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee’s participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.
  
4. **Reimbursement.**  
The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers’ actual hourly rate of overtime pay based on the Grantee’s overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit quarterly claims no later than January 30<sup>th</sup>, April 30<sup>th</sup>, and July 30<sup>th</sup> during this Agreement period. The final claim shall be submitted no later than October 31, 2024 on a form approved by the Department. If the final claim is submitted after October 31, 2024, the claim must be accompanied by a justification letter. The Department may deny the claim.

The Department will pay the Grantee for the following:

- a. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this **Exhibit C**; and
- b. training for officers as approved by the Department. Pay for travel and traffic safety related training
- c. the employer’s portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency’s written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.

5. **Reporting.** *The Grantee must submit activity reports by the 20<sup>th</sup> of each month using the activity report form provided unless otherwise directed by the Department. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.*

6. **Funding – STEP.** The Department expects the funding source to be State Road Fund. However, the funding source is subject to change at the Department’s discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project’s itemized budget is as follows:

Personal Services	\$22,008.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
<b>TOTAL</b>	<b>\$22,008.00</b>

7. **Goals.**

- a. Annual and five-year average speeding-related fatality data indicate increasing numbers and rates of such fatalities from 2021 through 2026. The State's Police Traffic Services program is focused on all dangerous driving behaviors, including speeding. The proven countermeasures focused on high-visibility enforcement will support the State's efforts to reduce these fatalities by prioritizing identified high-risk community streets and roadways, and by providing support and training to law enforcement officers. The State has set a 2024 annual target of 170 speeding-related fatalities, with reductions each year through 2026.
- b. Annual and five-year average alcohol-impaired fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. The State's comprehensive set of proven countermeasure strategies and projects including ENDWI enforcement and media, law enforcement and prosecution support, supervised probation, drug courts and court monitoring will assist the State in achieving reductions in these preventable fatalities. The

- State has set a 2024 annual target of 150 alcohol impaired fatalities, with reductions each year through 2026.
- c. Annual and five-year average occupant fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. Given the State's comprehensive set of proven countermeasure strategies and associated projects, including enforcement of primary seat belt and child restraint use laws, high-visibility media, and child safety seat distribution system, the State has set a 2024 five-year average target of 138.5 occupant fatalities, with reductions each year through 2026.
  - d. The State anticipates being able to increase its seat belt use to at least 90 percent over the next three years, and although projections indicate a decline in these numbers through 2026, the State has set targets of 90 percent seat belt use in 2024, 2025 and 2026.
  - e. Five-year average fatalities indicate increasing fatalities from 415.6 in 2021 to 470.4 in 2024; however the State has set a 2024 five-year target of 450.0 fatalities, with reductions in 2025 and 2026.
  - f. The methodology used to project five-year average suspected serious injuries indicate decreasing levels between 2021 to 2024, with levels more in the 2021 range in 2025 and 2026; however the State has set a 2024 five-year target of 1,018.6 serious injuries, with reductions through 2026.
  - g. Five-year average motorcyclist data indicate between 50 and 52 motorcyclist fatalities between 2021 and 2024, with slightly higher projections for 2025 and 2026. The State's Motorcycle Safety Program projects focused on Motorcyclist Rider Training, includes highlighting dangerous driving behaviors, such as impaired driving and non-helmet driving or riding. NMDOT also supports motorcycle safety awareness, communications and outreach to both motorcyclists and other vehicle drivers. The State has set a 2024 five-year average target of 49.8 motorcyclist fatalities, with reductions each year through 2026.
  - h. Projected annual data for under-21 drivers in fatal crashes indicate a reduction in these crashes from a high of 66 in 2021 to 50 (per 2022 preliminary data); however projected data indicate higher numbers of these crashes from 2023 through 2026. The State-funded Driver Education and Driver Safety Program aims to provide quality and comprehensive driver safety education throughout the State to novice drivers with the goal of reducing preventable fatalities. The State has set a 2024 annual target of 60 under -21 fatal crashes, with reductions each year through 2026.
  - i. 2021 pedestrian fatalities were at their highest level in over a decade at 102 in 2021, rising from 79 in 2020. 2022 preliminary data indicate a slight decrease to 94, but projections for 2024-2026 are indicating higher numbers of these fatalities. To assist the State with responding to these projected rises in fatalities, the NMDOT plans to work with NHTSA to facilitate a pedestrian program assessment in 2024. The State has set a 2024 annual target of 95 pedestrian fatalities, with reductions each year through 2026.
  - j. 2021 five-year bicyclist fatalities were at their highest level in the last five years. Although the five-year average is expected to go up slightly in 2022, projections indicate a downward trend and given this, the State has set a 2024 five-year average target of 6.0 bicyclist fatalities, with reductions each year through 2026.
8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.



## **Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants**

*[Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.]*

State: NEW MEXICO

Fiscal Year: 2024

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**By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:**

### **GENERAL REQUIREMENTS**

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

### **INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

### **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, ([https://www.fsr.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsr.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSR.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;

- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
  - Unique entity identifier (generated by **SAM.gov**);
- The names and total compensation of the five most highly compensated officers of the entity if:
  - (i) the entity in the preceding fiscal year received—
    - (I) 80 percent or more of its annual gross revenues in Federal awards;
    - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
  - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\)](#), [78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

### **NONDISCRIMINATION**

**(applies to subrecipients as well as States)**

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (*23 U.S.C. 324 et seq.*), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794 et seq.](#)), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101 et seq.](#)), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the



Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- *Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)* (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and *49 CFR parts 37 and 38*;
- *Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

### **GENERAL ASSURANCES**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

## SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:  
*“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) <sup>[1]</sup> in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or



structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

**THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace;
  2. The grantee's policy of maintaining a drug-free workplace;

1. Any available drug counseling, rehabilitation, and employee assistance programs;
2. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
3. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  1. Abide by the terms of the statement;
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
  1. Taking appropriate personnel action against such an employee, up to and including termination;
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**POLITICAL ACTIVITY (HATCH ACT)**  
**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
**(applies to subrecipients as well as States)**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a



Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

1. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **RESTRICTION ON STATE LOBBYING**

**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(applies to subrecipients as well as States)**

### **INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)**

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an

erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

1. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
2. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
3. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
4. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.



## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

1. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
2. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
3. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
4. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
5. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



**BUY AMERICA**

**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](#)) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**CERTIFICATION ON CONFLICT OF INTEREST**

**(applies to subrecipients as well as States) GENERAL**

**REQUIREMENTS**

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
  - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
  - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

**DISCLOSURE REQUIREMENTS**

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in

organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**  
**(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**POLICY ON SEAT BELT USE**

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.



## **POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

### **SECTION 402 REQUIREMENTS**

1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under [23 U.S.C. 402](#) is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. ([23 U.S.C. 402\(b\)\(1\)\(A\)](#))
3. At least 40 percent of all Federal funds apportioned to this State under [23 U.S.C. 402](#) for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs ([23 U.S.C. 402\(b\)\(1\)\(C\)](#)) or 95 percent by and on behalf of Indian tribes ([23 U.S.C. 402\(h\)\(2\)](#)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. ([23 U.S.C. 402\(b\)\(1\)\(D\)](#))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. ([23 U.S.C. 402\(b\)\(1\)\(E\)](#))
6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:

- Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
    - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
    - Increase use of seat belts by occupants of motor vehicles;
  - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
  - An annual statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
  - Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
  - Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a); and
  - Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands
7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4))

**I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.**

[Click here to validate form fields and permit signature](#)

DocuSigned by:  
Ricky Serna

7/31/2023

Signature Governor's Representative for Highway Safety

Date

Ricky Serna

Printed name of Governor's Representative for Highway Safety

## New Mexico Traffic Safety Division Project Information Sheet

Contract Number:					
Government Unit:		CITY OF CARLSBAD			
Contract term:		( - 09/30/2024)			
Supplier Number:		0000054314	Address ID:		
<b>Grantee Contact Info</b>					
Project Director and Title:		Sergeant Andrew Carver			
Phone:	575-885-2111	E-mail:	acarver@cityofcarlsbadnm.com		
Agency Name:		Carlsbad Police Department			
Address:		602 West Mermod			
City, State ZIP:		Carlsbad, NM 88220			
<b>TSD Contact Info</b>					
Program Manager:		Amber Montoya	Phone:	505-231-5556	
TSD Finance:		Stephanie Lopez-Porras	Phone:	505-570-7305	
<b>Budget Breakdown</b>					
Funding	Project Number	Amount	Fund	Department Code	PO Number
ENDWI	04-AL-64-013	\$24,640.00	10010	5000000000	
BKLUP	04-OP-RF-013	\$9,688.00	20100	5100000000	
STEP	04-PT-RF-013	\$22,008.00	20100	5100000000	
<b>Total</b>		<b>\$56,336.00</b>			
PO Entered by TSD Finance:					Date:
PO Approved by Contracts:					Date:
Comments					



**Certificate Of Completion**

Envelope Id: C279D2073F5643B4885EC13CCD437F03  
Subject: Carlsbad PD FY 24  
Source Envelope:  
Document Pages: 32  
Certificate Pages: 5  
AutoNav: Enabled  
EnvelopeId Stamping: Enabled  
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Sent

Envelope Originator:  
Amber Montoya  
1120 Cerrillos Rd.  
Santa Fe, NM 87505  
Amber.Montoya1@dot.nm.gov  
IP Address: 164.64.74.20

**Record Tracking**

Status: Original  
11/2/2023 7:53:55 AM  
Security Appliance Status: Connected  
Storage Appliance Status: Connected

Holder: Amber Montoya  
Amber.Montoya1@dot.nm.gov  
Pool: StateLocal  
Pool: Department of Transportation

Location: DocuSign  
  
Location: DocuSign

**Signer Events**

Amber Montoya  
amber.montoya1@dot.nm.gov  
Security Level: Email, Account Authentication  
(None)

**Signature**

DocuSigned by:  
*Amber Montoya*  
09063378A8D049E...

Signature Adoption: Pre-selected Style  
Using IP Address: 164.64.74.20

**Timestamp**

Sent: 11/2/2023 7:56:55 AM  
Viewed: 11/2/2023 7:57:17 AM  
Signed: 11/2/2023 7:57:20 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 7/29/2022 2:28:43 PM  
ID: 09b03107-9218-4bff-81dc-ef7724202e5c

Jeff Barela  
Jeff.Barela2@dot.nm.gov  
Director  
NMDOT  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
*Jeff Barela*  
E291EAE03FAF461...

Signature Adoption: Pre-selected Style  
Using IP Address: 164.64.74.20

Sent: 11/2/2023 7:57:23 AM  
Viewed: 11/2/2023 9:15:13 AM  
Signed: 11/2/2023 9:15:22 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

John P Newell  
JohnP.Newell@dot.nm.gov  
Assistant General Counsel  
State of New Mexico, Dept of Information  
Technology  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
*John P Newell*  
750CEC1625D488...

Signature Adoption: Uploaded Signature Image  
Using IP Address: 164.64.74.20

Sent: 11/2/2023 9:15:24 AM  
Viewed: 11/9/2023 1:51:28 PM  
Signed: 11/9/2023 1:54:03 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 3/24/2022 10:28:55 AM  
ID: 5ffaacc7-1a18-413c-837e-7742d33ff5ce

Denise Madrid Boyea  
dmboyea@cityofcarlsbadnm.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 11/14/2023 10:40:41 AM  
ID: 881623d0-b7f1-4894-9b4a-d5fb4d8f6a2d

Sent: 11/9/2023 1:54:05 PM  
Viewed: 11/14/2023 10:40:41 AM



Signer Events	Signature	Timestamp
<p>John Lowe  jrlowe@cityofcarlsbadnm.com  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Accepted: 10/18/2023 5:08:05 PM  ID: 8f8f1924-c903-4831-aa58-261f21cd00e9</p>		
<p>Ricky Serna  Ricky.Serna@dot.nm.gov  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		
<p>Rocio Dominguez  Rocio.Dominguez@dot.nm.gov  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Accepted: 3/17/2022 2:57:43 PM  ID: dfa1ea73-7c88-4ff8-ab54-61be008d95f2</p>		
<p>Stephanie Lopez-Porras  Stephanie.Lopez-Por3@dot.nm.gov  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		
<p>Rocio Dominguez  Rocio.Dominguez@dot.nm.gov  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Accepted: 3/17/2022 2:57:43 PM  ID: dfa1ea73-7c88-4ff8-ab54-61be008d95f2</p>		
<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	11/2/2023 7:56:55 AM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, New Mexico Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact New Mexico Department of Transportation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [daniel.garcia5@state.nm.us](mailto:daniel.garcia5@state.nm.us)

#### **To advise New Mexico Department of Transportation of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [daniel.garcia5@state.nm.us](mailto:daniel.garcia5@state.nm.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from New Mexico Department of Transportation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [daniel.garcia5@state.nm.us](mailto:daniel.garcia5@state.nm.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with New Mexico Department of Transportation**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [daniel.garcia5@state.nm.us](mailto:daniel.garcia5@state.nm.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify New Mexico Department of Transportation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by New Mexico Department of Transportation during the course of your relationship with New Mexico Department of Transportation.



CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 12/12/2023

DEPARTMENT: Grant Programs	BY: Angie Barrios-Testa, Director <i>Angie Barrios-Testa</i> 12/4/2023	DATE: 12/4/2023
----------------------------	---	-----------------

**SUBJECT: Accept an FY 2024 New Mexico Fire Protection Grant Award from the Department of Homeland Security and Emergency Management for Carlsbad Fire Department Equipment**

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

In August of 2023, the City of Carlsbad submitted an FY2024 New Mexico Fire Protection Grant Application under the New Mexico Department of Homeland Security and Emergency Management (NMDHSEM) for the Fire Department. The funding request was for \$299,483.63 to replace the department's Self-Contained Breathing Apparatus (SCBA) equipment.

The Fire Protection Grant Fund makes these funds available for four categories (1) facility construction, major facility improvements or repairs, land acquisition, and training facilities, (2) Apparatus and NFPA equipment, water supply or communications infrastructure projects, and SCBAs, (3) PPE and handled-held radio/communication equipment, (4) Stipends, recruiting, and retention. The Carlsbad Fire Department applied under category 2 to upgrade its SCBA equipment and is now being awarded the full request of \$299,483.63. Once accepted, the funds will have to be encumbered by May 31, 2024, and a final inspection by the State's Fire Marshal and the final project checklist to be submitted to NMDHSEM following the inspection.

Staff seeks the City Council's consideration for acceptance and approval of the enclosed award. The funds will be provided via an Automated Clearing House (ACH) deposit to the City's Finance Department. If approved a project will be added to the City's FY24 Budget.

**DEPARTMENT RECOMMENDATION:** The City Council accept the award from the NM DHSEM and designate the Mayor signature authority for any related documents.

**BOARD/COMMISSION/COMMITTEE ACTION:**

- |  |   |   |                                      |
|--|---|---|--------------------------------------|
| <input type="checkbox"/> P & Z         | <input type="checkbox"/> Lodgers Tax Board    | <input type="checkbox"/> Riverwalk Rec Center Board | <input type="checkbox"/> APPROVED    |
| <input type="checkbox"/> Museum Board  | <input type="checkbox"/> Alejandro Ruiz Board | <input type="checkbox"/> Water Board                | <input type="checkbox"/> DISAPPROVED |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> N. Mesa Board        | <input type="checkbox"/> Beautification Committee   |                                      |

**Reviewed by:**  
**City Administrator:** /s/John Lowe **Date:** 12/06/2023



Michelle Lujan Grisham  
Governor

Ali Rye  
Deputy Cabinet Secretary

Major General Miguel Aguilar  
Interim Cabinet Secretary

Randy Varela  
State Fire Marshal

**DEPARTMENT OF HOMELAND SECURITY  
AND EMERGENCY MANAGEMENT**

Kenneth Ahrens, Fire Chief  
Carlsbad Fire Department  
Carlsbad, New Mexico

Chief Ahrens:

The specifications you submitted on August 29, 2023, for SCBA's have been reviewed and are approved. The Carlsbad Fire Department is authorized to use **Fire Protection Fund Monies and Grant Award Monies** for the purchase of SCBA's. Please be advised the local government shall follow all local and state licensing and Permitting requirements.

**"This letter shall serve as approval to expend fire protection fund monies and Grant Award Monies to finance the cost of the SCBA's. The Carlsbad Fire Department is currently an ISO rating of 3 with a minimum yearly Fire Protection Fund Allocation of \$408,043.00.**

**If there are any changes in the specifications, or waivers presented at any time during the process, this office must approve the changes. If prior approval and authorization is not obtained from this office, the expenditure shall be rendered null and void.**

If you anticipate a loan, I recommend that you contact the New Mexico Finance Authority {NMFA} at 505-984-1454 to finance the SCBA's. A loan through NMFA will be of minimal interest. This letter shall serve as authorization for you to enter into an agreement with NMFA for the commitment of fire protection fund monies.

For future references, please be reminded that all purchases shall be accomplished in accordance with the policies and guidelines of your governing body, the provisions of the Public Purchase Act, and as approved by the New Mexico Department of Finance and Administration.

If you have any questions regarding this approval, please do not hesitate to contact me at 505-231-0962.

Sincerely,

*Harry A. Evans*

Harry A. Evans

*Fire Service Support Coordinator*

*State Fire Marshal's Division*

*Department of Homeland Security & Emergency Management*

*Cell: (505) 231-0962*

*E-Mail: [harry.evans@dhsem.nm.gov](mailto:harry.evans@dhsem.nm.gov)*

XC, Mr. Derrick Rodriguez, Deputy Fire Marshal



**Michelle Lujan Grisham**  
**Governor**

**Major General Miguel Aguliar**  
**Interim Cabinet Secretary**

**Ali Rye**  
**Deputy Cabinet Secretary**

**Randy Varela**  
**State Fire Marshal**

Wednesday, October 25, 2023

Carlsbad  
409 S Halagueno St  
Carlsbad, NM 88220

Remit To: Carlsbad  
PO Box 1569  
Carlsbad, NM 88221

**Reference: FY 2024 New Mexico Fire Protection Grant Council Notification**

Dear Chief:

Congratulations! Your grant application on behalf of the Carlsbad has been reviewed and an award has been granted.

Over 230 grant applications were submitted and over 49.4 million in needs were considered. The Fire Department has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. The equipment purchased with this grant shall meet the requirements of the latest Editions of NFPA.

A voucher or ACH deposit, in the amount of **\$299,483.63** for the purchase of the approved project request, will be sent to your local governing body Treasurer, to include **\$0.00** for Stipends after approval by this office of the submitted project specifications.

The deadline to encumber the money by contract with the vendor is May 31, 2024. If the bid amount exceeds the awarded amount plus the required matching amount, the additional cost shall be the responsibility of the local government. If the specified equipment may be purchased for less than the grant amount, the remaining money shall be returned to the grant fund. All equipment purchased with grant funds must be inspected by this office upon receipt and the attached Project Close-Out Checklist completed and submitted immediately thereafter.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council's written permission, to make changes to their projects. Project modifications must be requested in writing, and the modification shall not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact Randy Varela, State Fire Marshal at (505) 709-8150.

Sincerely,

Randy Varela  
State Fire Marshal

Sincerely,

Michael Daniels  
Grant Council Chair

FY22 NEW MEXICO FIRE PROTECTION GRANT AWARD  
PROJECT CLOSEOUT CHECKLIST

Part 1

Upon completion of the funded project, this checklist must be submitted to the State Fire Marshal's Office, Fire Services Support Bureau.

COUNTY: **Eddy**

FUNDED PROJECT: **SCBA**

EQUIPMENT FUNDED: **Harness and Regulator; Bottles**

AMOUNT AWARDED: **\$299,483.63**

**PROJECT CHECKLIST**

Benchmark	Deadline	Date	Name of SFMO Representative
Project specifications submitted to State Fire Marshal's Office for Review/Approval		Submittal Date	Submitted To:
Approval from SFMO to proceed with project specifications		Approval Date	Approved By:
Funds Encumbered by Procurement Code	May 31, 2024	Encumbrance Date	Encumbrance Method Contract/Purchase Order #
Project Completed		Goods/Services Received Date	
SFMO Inspection		Requested Date	Requested of whom:
SFMO Inspection Completed		Inspection Date	By Whom:
SFMO Check of NFIRS Compliance			



**REMOVE FROM TABLE  
NO DOCUMENT FOR THIS  
AGENDA ITEM**

**CITY OF CARLSBAD**  
**AGENDA BRIEFING MEMORANDUM**

**Meeting Date: 12/12/2023**

<b>DEPARTMENT:</b> Planning & Regulation	<b>BY:</b> Jeff Patterson, Planning Director	<b>DATE:</b> 12/5/2023
--	--	------------------------

**SUBJECT:** Request for Zone Change from "C-1" Commercial 1 District to "C-2" Commercial 2 District for a parcel totaling approximately 0.85 acres, located at 319 Kircher St., legally described as SOUTHRIDGE REPLAT #2 AMENDED Tract: 47A, pursuant to Section 3-21-1 et. Seq. NMSA 1978 and Sections 56-150(b) and 56-140(i), Carlsbad Code of Ordinances.

Applicant:  
Melquiades Rivas Cardenas  
319 Kircher St.  
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 Planning Department brought this item before the Council for consideration at the November 14, 2023, meeting. At that meeting, the current use of the property, a welding business, was discussed at length. It was noted at that meeting that the subject property is surrounded by residential properties, and the Council expressed concern over that type of use being in close proximity to residential properties. The Council requested that the Planning Department and the Fire Chief visit the property and provide information regarding the scope and scale of the applicant's business.

The Planning Director and the Fire Chief, Ken Ahrens, visited the property on Tuesday, December 5, 2023. The applicant allowed the property and shop buildings to be walked and reviewed. It was evident that the type of equipment and materials being kept at the property indicated that the scale of welding work happening at the property was more intense than what the Planning Department would consider decorative welding. The Fire Chief indicated that there were some combustible gas containers that needed to be kept secured that were kept in open storage. There was an RV on the property that was hard plumbed into the sewer, indicating that someone may be living in the RV, although the applicant denied this was the case.

After the in person review and walkthrough, the Planning Department would consider this business to be an inappropriate use per the current zoning and could present a hazard to the surrounding residential neighborhood. Fire Chief Ahrens intends to submit a report for this property as well.

The applicant has submitted a request for Zone Change from "C-1" Commercial 1 District to "C-2" Commercial 2 District for a parcel totaling approximately 0.85 acres, located at 319 Kircher St., legally described as SOUTHRIDGE REPLAT #2 AMENDED Tract: 47A.

The properties to the north, south, & west are zoned "R-1" Residential 1 District. The properties to the east are zoned "C-1" Commercial 1 District and "R-1" Residential 1 District. This request would create a spot-zone.

**Sec. 56-40(e) states:**

**(e) Commercial 2 (C-2) District.**

The Commercial 2 District is intended to accommodate community and regional-scale retail and commercial uses. Such uses are regulated in order to be compatible with surrounding uses and existing infrastructure.

Comprehensive Plan: Strategy 2040 goals and policies that are applicable to this request are:

## Chapter 5: Land Use

### Objectives:

- To meet the commercial market demand and needs of existing and future Carlsbad residents.

## Chapter 6: Economic Development

### Objectives:

- To support locally-owned, small business development and retention

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 special meeting on October 12, 2023, the Planning and Zoning Commission considered this item and recommended approval with a vote of four (4) in favor of approval, none (0) against, one (1) absent and none (0) abstain.

### DEPARTMENT RECOMMENDATION (please check):

	Approval	Denial	n/a		Approval	Denial	n/a
Public Works			X	Planning, Eng. & Reg. Dept			
Fire Department		X		Code Enforcement Division			X
Legal Department		X		Planning Division		X	
Police Department			X	Projects Department			X
Utilities Department		X		Building Division			X

### DEPARTMENT COMMENTS:

Public Works: No comment

Utilities Department: Recommend denial

Building Department: No comment

Fire Department: Recommend denial

Police Department: No comment

Code Enforcement: No comment

Legal Department: Recommend denial

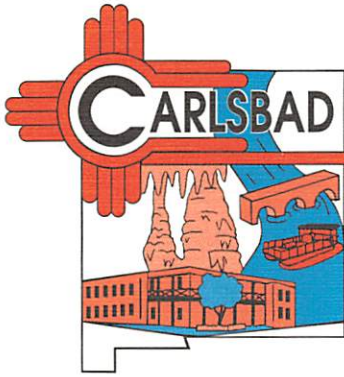
Planning Department: Recommend denial

**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: 12/06/2023

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



## Carlsbad Fire Department

401 S. Halagueno St.  
Carlsbad, NM 88220  
Phone (575) 885-3125  
Fax (575) 885-3124  
[www.cityofcarlsbadnm.com/fire.cfm](http://www.cityofcarlsbadnm.com/fire.cfm)

**DALE JANWAY**  
*MAYOR*

**JOHN N. LOWE**  
*CITY ADMINISTRATOR*

**KEN AHRENS**  
*FIRE CHIEF*

DATE: December 5, 2023  
FROM: Kenneth Ahrens, Fire Chief  
INRE: 319 Kircher St.

On December 5, 2023, I inspected the property located at 319 Kircher St, Carlsbad, NM. The Fire Marshal's Office has no record of any previous inspections being conducted at this address. According to signage on site, this property is operating as a business named "Mel's Ornamental Welding and Supply". Based upon the International Fire Code, 2015 edition (IFC) as adopted by the City of Carlsbad for use as its life safety and fire code, I believe this business, which is involved in the fabrication and/or assembly of metal products, should be classified as a Factory Industrial F-2 Low-hazard Occupancy (IFC Chapter 2). My inspection found the following life safety and fire code violations:

- The two fire extinguishers located in the building were not properly mounted in a visible and accessible location. They were both smaller than what is required for this business, and did not offer adequate fire protection for the activities being performed in the business. Their last annual inspection from a certified and qualified fire extinguisher inspector occurred in 2015.
- The electrical panel located within the area where welding occurred had no front panel, leaving energized wiring exposed. A power cord from a fabrication machine had been wired directly into this electric panel. The owner stated that this was temporary, however, it was energized at the time of inspection.
- A working residential water heater was installed within the welding/fabricating area, with flammable products leaning against the base of the water heater.
- Within the metal building, a portion of the east side of the building had been enclosed and divided into four different rooms: an office, a breakroom/kitchen, a bathroom, and a bedroom. The wall covering facing the welding/fabricating area were wood paneling, with no fire resistance rating.

### COUNCILORS

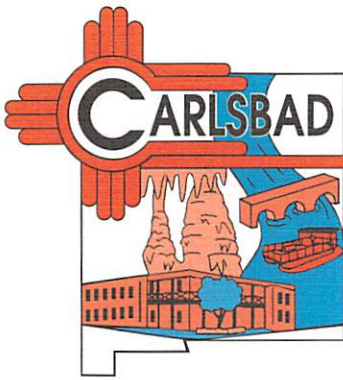
**Ward 1**  
EDDIE T. RODRIGUEZ  
LISA A. ANAYA FLORES

**Ward 2**  
JEFF FORREST  
J J CHAVEZ

**Ward 3**  
KARLA NIEMEIER  
JUDI WATERS

**Ward 4**  
MARK WALTERSCHEID  
WESLEY A. CARTER





## Carlsbad Fire Department

401 S. Halagueno St.  
Carlsbad, NM 88220  
Phone (575) 885-3125  
Fax (575) 885-3124  
[www.cityofcarlsbadnm.com/fire.cfm](http://www.cityofcarlsbadnm.com/fire.cfm)

**DALE JANWAY**  
*MAYOR*

**JOHN N. LOWE**  
*CITY ADMINISTRATOR*

**KEN AHRENS**  
*FIRE CHIEF*

- Living spaces (i.e. the bedroom) are not allowed in Factory Industrial F-2 Low-hazard Occupancies. Furthermore, the only exit available from the bedroom opened directly into the welding/fabricating area. There was no way to exit directly outside from the bedroom (i.e. a window). This is a violation of life safety code for residential sleeping rooms in non-sprinklered buildings.
- A 5 gallon plastic gasoline container and a 5 gallon metal diesel container were found stored on the welding/fabricating floor. Flammable and combustible liquids are not allowed to be stored within business outside of approved cabinets.
- Multiple pressurized cylinders, containing gases commonly used in the cutting and welding of metals, were located within the business. Any pressurized cylinder located within a business is required to be chained or otherwise secured to prevent falling or tipping of the cylinder. Only one of the cylinder seen was noted to be properly secured.
- A metal addition, still under construction, is being added to the outside of the east side of the building. Access into this addition is through one of two sliding doors or an inward swinging 36" wide commercial metal door. This addition had no approved emergency exit door, as neither sliding doors nor inward opening doors can be used as emergency exits.

Respectfully,

Ken Ahrens  
Fire Chief  
Carlsbad Fire Department

### 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

ORDINANCE NO. 2023-26

AN ORDINANCE REZONING PART OF "C-1" COMMERCIAL 1 DISTRICT TO "C-2" COMMERCIAL 2 DISTRICT FOR AN APPROXIMATELY 0.85 ACRE PROPERTY, LOCATED AT 319 KIRCHER ST., LEGALLY DESCRIBED AS TRACT 47A, SOUTHRIDGE REPLAT #2 AMENDED 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 "C-1" Commercial 1 District to "C-2" Commercial 2 District, for an approximately 0.85 acre property, located at 319 Kircher St., legally described as:

TRACT 47A, SOUTHRIDGE REPLAT #2 AMENDED SUBDIVISION

INTRODUCED, PASSED, ADOPTED AND APPROVED this 12<sup>th</sup> day of December, 2023.

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DALE JANWAY, MAYOR

ATTEST:

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CITY CLERK

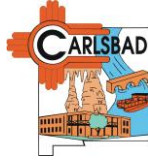
**MINUTES OF THE REGULAR MEETING OF THE**

**City of Carlsbad  
Planning & Zoning Commission**

**Thursday, October 12, 2023 at 4:00 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  
SPECIAL MEETING**

Thursday, October 12, 2023 at 4:00 PM  
Janell Whitlock Municipal Complex Council Chambers  
114 S. Halagueno Street  
GoToMeeting ID: 288-392-285  
US Phone: +1 (872) 240-3312 Access Code: 288-392-285  
<https://meet.goto.com/288392285>

1. Roll call of voting members and determination of quorum
2. Approval of Agenda
3. Approval of Minutes from the Meeting held September 11, 2023
4. Consider a request for a Variance from Sec. 56-90(b) of the Carlsbad Zoning Ordinance to reduce the required side property setback from 5' to 0' and to reduce the required rear setback from 10' to 0' at 411 Carlgo St., zoned "C-2" Commercial 2 District.
5. Consider a request for a Conditional Use Permit to allow Employee Housing, to operate at the property located at 411 Carlgo St., zoned "C-2" Commercial 2 District.
6. Consider a request for a Variance from Sec. 56-100, table 7(1)(j) of the Zoning Ordinance to allow a reduction in the number of required parking spaces from 14 spaces to 10 spaces for the property located at 510 N. Alameda St., zoned "R-2" Residential 2 District.
7. Consider a request for a Variance from Sec. 56-90(b) of the Zoning Ordinance to allow a reduction in the side property setback from the required 5' to 0' for the property located at 1805 W. Blodgett St., zoned "R-1" Residential 1 District.
8. Consider a request for a Variance from Sec. 42-7 of the Carlsbad Sign Ordinance to allow an increase in the maximum allowable sign height from 35' to 50' for the property located at 1902 E. Greene St., zoned "I" Industrial District.
9. Consider approval of a preliminary plat for the Bhakta Business Park, creating five (5) new commercial lots for development, zoned "C-2" Commercial 2 District.
10. Consider approval of a preliminary plat for The Landings, a single family residential subdivision located within the Carlston Ranch Master Planned Development, creating

139 new residential lots for development, zoned "PUD" Planned Unit Development.

11. Consider approval of a preliminary plat for the Gonzalez Line Adjustment, creating four (4) new lots for residential development, located outside of the Carlsbad City Limits.
12. Consider approval of a preliminary plat for the Kenney and Carolyn Rayroux Family Estate Subdivision, creating five (5) new residential lots for family members, zoned "R-R" Rural Residential District.
13. Consider a recommendation to the City Council regarding a request to change the zoning at 319 Kircher St. from "C-1" Commercial 1 District to "C-2" Commercial 2 District, legally described as Southridge Replat #2 Amended Tract 47A.
14. Consider a recommendation to the City Council regarding a request to change the zoning at 3627 Boyd Dr. from "C-2" Commercial 2 District to "I" Industrial District, legally described as the S2NE of Section 24, Township 22 South, Range 26 East.
15. Consider a recommendation to the City Council regarding a request to change the zoning at 4412 National Parks Hwy. from "R-R" Rural Residential District to "C-2" Commercial 2 District, for the 1.5 acres located to the east of Tract B of Replat A, Allsup Land Division.
16. Report regarding Summary Review Subdivisions
17. Adjourn



**FOR INFORMATION ONLY**

Agendas and Planning and Zoning Commission meeting minutes are available on the City web site: [cityofcarlsbadnm.com](http://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, November 6, 2023 at 5:00 p.m.

<p>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.</p>
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**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, OCTOBER 11, 2023 AT 4:00 P.M.**

**VOTING MEMBERS PRESENT:**

**JAMES MCCORMICK  
VALERIE BRANSON  
TRENT CORNUM  
BRAD NESSER**

**CHAIRPERSON  
COMMISSIONER  
COMMISSIONER  
COMMISSIONER**

**VOTING MEMBERS ABSENT:**

**LINDA WILSON**

**COMMISSIONER**

**EX-OFFICIO MEMBERS PRESENT:**

**JEFF PATTERSON  
TRYSHA ORTIZ**

**PLANNING DIRECTOR  
DEPUTY PLANNING DIRECTOR**

**SECRETARY PRESENT:**

**JENNIFER CAMPOS**

**PLANNING AND REGULATION  
DEPARTMENT EXECUTIVE SECRETARY**

**OTHERS PRESENT:**

**GEORGE DUNAGAN  
MICHAEL BRADDOCK  
MARVIN GREEN  
RAYMOND ORTEGA  
RONALD DRUMM  
CAROLYN RAYROUX  
KENNY RAYROUX  
ORLANDO GONZALEZ  
ROSEANN GONZALEZ  
MELVIN PYEATT  
LINDA MCPHERSON  
DAVID MCPHERSON  
JASON MALEY  
COLLIS JOHNSON  
WILL WYATT  
DEBBIE WYATT  
MEL CARDENAS  
OSCAR GONZALEZ  
LETICIA GONZALEZ  
RICHARD PIGGOTT  
RICHARD MCDONALD  
JUAN GARICA  
MILAN PATEL  
BRENDAN MCARDLE**

**2200 WESTRIDGE ST  
411 CARLGO ST  
ROSWELL  
1014 N. 8TH  
1805 W BLODGETT  
2107 SANDY LANE  
2107 SANDY LANE  
1477 PORTILLO RD  
1477 PORTILLO RD  
413 HAMILTON  
502 N. ALAMEDA  
502 N. ALAMEDA  
8 CALEBAZA  
  
711 W. CHAPMAN  
711 W. CHAPMAN  
319 KIRCHER  
5401 AVITA  
5401 AVITA  
  
709 W. CHAPMAN  
510 N. ALAMEDA (Via Phone)  
1310 W. RIVERSIDE (Via Phone)  
ALLSUP'S (Via Phone)**

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

0:00:00 Start Recording [3:59:49 PM]

0:00:07 **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. Cornum, and Ms. Branson**. Absent— **Mr. Nesser and Ms. Wilson**.

0:00:22 **2. Approval of Agenda**

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

0:00:51 **3. Approval of Minutes from the Meeting held September 11, 2023**

**Mr. Cornum** made a motion to approve the Minutes from the regular meeting held on September 11, 2023; **Ms. Branson** seconded the motion. The vote was as follows: **Yes— Mr. McCormick, Mr. Cornum, and Ms. Branson**. No—None. Absent—**Mr. Nesser and Ms. Wilson**. Abstained—None. The motion carried.

0:01:25 **4. Consider a request for a Variance from Sec. 56-90(b) of the Carlsbad Zoning Ordinance to reduce the required side property setback from 5' to 0' and to reduce the required rear setback from 10' to 0' at 411 Carlgo St., zoned "C-2" Commercial 2 District.**

**Michael Braddock** approached the podium. **Mr. Patterson** explained the applicant has submitted a request to allow a reduction in the rear property setback from the required 10' to 0', and a reduction of the side property setback from 5' to 0', for the property located at 411 Carlgo St., zoned "C-2" Commercial 2 District. The business at this location has placed two modular structures at this property meant for employee housing. The structures encroach into the required property setbacks both on the rear and on the side. Based on a review of the application materials and other staff comments, the Planning Department recommends denial of this request. **Mr. Braddock** said they moved in manufactured homes for employee housing and wasn't aware if the proper procedure for placing them was followed. He stated that requesting a variance would begin the process of coming into compliance. **Mr. McCormick** asked if a variance is needed for both modular structures. **Mr. Braddock** confirmed that both structures need a variance. **Mr. Cornum** asked if there was an option to move them away from the property line. **Mr. Braddock** said that they haven't found anyone that could help them move the structures. He knows some of the plumbing has been connected. One modular already has utilities connected and the other had recently been placed when they were made aware about it being on the property line. **Mr. McCormick** asked if the modular homes are cemented or if they are raised from the ground. **Mr. Braddock** said they were not ground set. They brought in modulars from a previous branch. There were no public comments made.

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

*(Brad Nesser arrives)*

0:08:29

**5. Consider a request for a Conditional Use Permit to allow Employee Housing, to operate at the property located at 411 Carlgo St., zoned “C 2” Commercial 2 District.**

**Michael Braddock** approached the podium. **Mr. Patterson** explained the applicant is requesting a Conditional Use Permit to allow the installation of work-force housing, termed Employee Housing, to be located at 411 Carlgo St., zoned “C-2” Commercial 2 District. According to Sec. 56-42 Table 1 of the Zoning Ordinance, Employee Housing is allowed in this zoning with the approval of a Conditional Use Permit. **Mr. Patterson** said if the variance had been approved the Planning Department would’ve recommenced approval with some conditions; without the variance the City would not allow the units to stay where they are. They would have to move the units and then come back with conditional use request at that time. **Mr. McCormick** asked if they are in favor of the item if the applicant can comply with the setback requirements. **Mr. Patterson** said if the applicant moves the structures out of setbacks they would not need a variance; they could come and ask for a conditional use. If they plan to leave those units in place as they are then we cannot legally give them a conditional use while those are in violation. No other public comments were made.

**Mr. Cornum** made a motion for approval with the condition that the structures are moved to compliance; **Mr. Nesser** seconded the motion. The vote was as follows: **Yes— Mr. McCormick, Mr. Nesser, and Mr. Cornum.** No—**Ms. Branson.** Absent—**Ms. Wilson.** Abstained— None. The motion carried.

0:14:09

**6. Consider a request for a Variance from Sec. 56-100, table 7(1)(j) of the Zoning Ordinance to allow a reduction in the number of required parking spaces from 14 spaces to 10 spaces for the property located at 510 N. Alameda St., zoned “R-2” Residential 2 District.**

**Juan Garcia** is on via telephone. **Mr. Patterson** explained for a request for Variance from Ord. 56-100, table 7(1)(j) states Single-Family Attached Dwelling, including Condominiums and Duplexes – requires two parking spaces for each dwelling unit. Based on a review of the application materials and other staff comments, the Planning Department recommends denial of this request. **Mr. Garcia** said that the property is right behind his house and they only have spaces for ten parking spots and the city would require fourteen spaces. **Mr. Garcia** said that they have seven units but they were only going to fix five units and use the other two units as storage. He said that he lives in the front house and nobody is living in the back dwelling. **Mr. McCormick** asked if he owns the property at 508 N. Alameda. **Mr. Garcia** stated that property belonged to the church. **Mr. Cornum** asked where the current cars at the property are going to park. **Mr. Garcia** said that they would be parking on 510 N. Alameda, parallel to the house or close to the fence. **Mr. Cornum** asked if anyone is currently living at the residence. **Mr. Garcia** said that they are currently uninhabitable.

**Mr. McPherson** said he’s the Pastor of the church next to this property. One concern is that the property has been vacant for some time and the he believes that it was condemned a few years ago. He stated that he’s also afraid that eventually the tenants will be parking on the church property. **Mr. McPherson** had some neighbors approach him with their concerns regarding trespassers in the building and the condition of the structure; they are against the request. **Mr. Garcia** said that he is going refurbish the apartments and asphalt the parking spaces.

**Mr. Cornum** asked if a condition for a fence between the neighbors and the number of spaces can be made with a motion for approval. **Mr. Patterson** said it would give code enforcement the authority to limit how many cars that could be parked there. **Ms. Branson** asked if the building

had been condemned. **Mr. Patterson** said the previous city building inspector did red tag the building and the building was not up to code standards. The City has not taken condemnation action, but it has been red tagged. **Mr. Cornum** asked Mr. Patterson what the process is for this to be condemned. **Mr. Patterson** explained the condemnation for this structure would begin with an inspection from the current building inspector and a submission to Council for a resolution to remedy the property.

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

0:45:22                    **7. Consider a request for a Variance from Sec. 56-90(b) of the Zoning Ordinance to allow a reduction in the side property setback from the request 5' to 0' for the property located at 1805 W. Blodgett St., zoned "R-1" Residential 1 District.**

**Ronald Drumm** approached the podium. **Mr. Patterson** explained Request for Variance from Ord. 56-90(b) to allow a reduction in the side property setback from the required 5' to 0' for the property located at 1805 W. Blodgett St., zoned "R-1" Residential 1 District. Based on a review of the application materials and other staff comments, the Planning Department recommends denial of this request. **Mr. Drumm** said he would like to place a single car carport in his driveway, but it would be 5' away from the side property line. **Mr. Patterson** suggested to the applicant to keep the 5' off the property line then a variance wouldn't be required to place the carport. **Mr. Drumm** explained that he thought he needed a variance from the recorded covenants on the property. **Mr. McCormick** said the board does not have jurisdiction over recorded covenants. **Mr. McCormick** asked Mr. Drumm if would like to withdraw his application. **Mr. Drumm** agreed to withdraw his application. **Mr. Patterson** said he would get with the building department and let them know that he plans to place the carport out of the required side setback.

0:51:47                    **8. Consider a request for a Variance from Sec. 47-7 of the Carlsbad Sign Ordinance to allow an increase in the maximum allowable sign height from 35' to 50' for the property located at 1902 E. Greene St., zoned "I" Industrial District.**

**Richard Piggot** approached the podium. **Mr. Patterson** explained this item is a request for Variance from Sec. 42-7 of the Carlsbad Sign Ordinance to allow an increase in the maximum allowable sign height from 35' to 50' for the property located at 1902 E. Greene St., zoned "I" Industrial District. The applicant would like to erect a sign at the subject location which will be 50' in height in order better alert potential customers of the store location. Based on a review of the application materials and other staff comments, the Planning Dept. recommends approval of this request. **Mr. Piggot** explained that increasing the sign height would provide visibility to travelers on the highway for the convenience store. No Public comments were made.

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

0:55:53                    **9. Consider approval of a final plat for the Bhakta Business Park, creating five (5) new commercial lots for development, zoned "C-2" Commercial 2 District.**

**Milan Patel** via phone. **Mr. Patterson** explains this item is Final Plat for the Bhakta Business Park, creating 5 new commercial lots, zoned “C-2” Commercial 2 District, located west of San Jose Blvd. The lots vary from approximately .77 acres to 2.31 acres in size. The approval and acceptance of the plat will complete the creation of the Bhakta Business Park. Planning Staff recommends approval of this request. **Mr. Patel** explained that the lot has been platted into 6 commercial properties and will now be open to retail businesses, restaurants, and medical offices in addition to the hotel that is in operation. No Public comments were made.

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

0:58:39                    **10. Consider approval of a preliminary plat for The Landings, a single family residential subdivision located within the Carlston Ranch Master Planned Development, creating 139 new residential lots for development, zoned “PUD” Planned Unit Development.**

**Paul Pompeo** approached the podium and **Gary Lane** via phone. **Mr. Patterson** explained the applicant is requesting approval of a preliminary plat showing the plans for 139 new residential lots for development. The zoning for the property currently is “PUD” Planned Unit Development. The property is approximately 29.88 acres in size. The development features 45’ street frontages, 25’ front setbacks, 5’ side setbacks, and 20’ rear setbacks, all of which were approved as part of the Carlston Ranch Master Plan. The development will offer streets with 54’ of ROW, 4’ wide sidewalks, and drainage areas that will detain storm water runoff. Plans have been submitted that provide details for all infrastructure to be installed. The City has been working with Mr. Pompeo and Mr. Lane on the infrastructure plans and to be sure they are done to the City’s specifications. They have approved two previous phases to this development, phases 1A and 1B which will build the entrance roads to the development from National Parks Highway. After review, Planning Staff recommends approval with the following conditions:

1. The design engineer shall provide plans that indicate the location of fire hydrants throughout the development.
2. The developer and engineer shall continue to work with City staff as to the infrastructure installed and the design of the infrastructure.
3. The City’s Infrastructure Inspector shall monitor installation of the approved infrastructure.
4. City staff shall inspect and formally accept the infrastructure installed.

**Mr. McCormick** asked if the applicants understood the City’s conditions. **Mr. Pompeo** confirmed that he did and indicated that they have provided plans to indicate the fire hydrants. No further discussion.

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

1:04:42                    **11. Consider approval of a preliminary plat for the Gonzalez Line Adjustment, creating four (4) new lots for residential development, located outside of the Carlsbad City Limits.**

**Orlando Gonzalez** approached the podium. **Mr. Patterson** explained the item to consider a request for a Subdivision of an approximately 19.24 acres, creating 4 lots located west of Avitia

St., outside the Carlsbad City limits. A subdivision plat has been submitted showing the split of a 19.24 acre property into 4 separate lots west of Avitia St., southeast of the Carlsbad City limits. Sec. 47-44(d) of the City's Subdivision Ordinance requires that all newly created properties outside of the City limits but within the 5-mile Platting and Permitting Jurisdiction shall be a minimum of one acre in size, and shall have a minimum of 100' of street frontage. Per the subdivision plat submitted by the applicant, Tract 1 appears to be lacking any definitive street frontage or access easement. **Mr. Patterson** said the surveyor was able to find some part of an access easement along that section on Portillo Road. Based on review the Planning Department recommends approval of this request with the following conditions:

- The surveyor and property owner work toward making each new lot had adequate access.
- The surveyor and owner work to identify how water will be provided to the new lots.
- The surveyor needs to rename the plat accordingly.

**Mr. McCormick** asked Mr. Gonzalez if he understood the conditions that were made from the Planning Staff. **Mr. Gonzalez** agreed. No Public comments were made.

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

1:08:05      **12. Consider approval of a preliminary plat for Kenny and Carolyn Rayroux Family Estate Subdivision, creating five (5) new residential lots for family members, zoned "R-R" Rural Residential District.**

**Kenny Rayroux** approached the podium. **Mr. Patterson** explained the applicant is requesting approval of a plat allowing the applicant to divide the existing property into five parcels. The zoning of the property is "R-R" Rural Residential District, and water is served to the property by the City of Carlsbad. The Utilities Department will need to assess the property to determine if the water infrastructure in place is sufficient to serve the additional residential needs. Each lot to be created is approximately 3.70 acres or larger in size. Each property will utilize in ground septic systems for waste water needs. Tracts 1, 2, 3A, and 4A all hold frontage along Sandy Ln. Tract 5 does not front along Sandy Ln, and will be accessed by a new 30' access easement created by this plat. Planning Staff recommends approval with the following conditions:

1. The property owner shall surface the new 30' Access Easement with an all-weather surface to ensure sufficient access to Lot 5 moving forward.
2. The City's Utilities Dept. confirms that the water infrastructure in place is sufficient to service the additional residential development at this location.

**Mr. McCormick** asked Mr. Rayroux if he understood the recommendations. **Mr. Rayroux** said he think he does, but he would like to get a little more information on the all-weather surface of the road. **Mr. Patterson** said an all-weather surface would be some type of gravel to insure that emergency service can access all the properties. **Mr. Rayroux** said the water line that along Sandy Lane is the City's high pressure loop.

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



01:13:35 **13. Consider a recommendation to the City Council regarding the request to change the zoning at 319 Kircher St. from “C-1” Commercial 1 District to “C-2” Commercial 2 District, legally described as Southridge Replat #2 Amended Tract 47A.**

**Mel Cardenas** approached the podium. **Mr. Patterson** explained the request for Zone Change from “C-1” Commercial 1 District to “C-2” Commercial 2 District for a parcel totaling approximately 0.85 acres, located at 319 Kircher Street. The properties to the north, south, & west are zoned “R-1” Residential 1 District. The properties to the east are zoned “C-1” Commercial 1 District and “R-1” Residential 1 District. This request would create a spot zone. The applicant is running a welding business at this location and the current zoning does not allow that type of business. Based on a review of the application materials, Planning Staff recommends denial of this request. **Mr. McCormick** asked Mr. Patterson could the applicant apply for a Conditional Use Permit. **Mr. Patterson** explained that the current zoning does not allow for a Conditional Use Permit for that type of business. **Mr. McCormick** asked Mr. Patterson if the ordinance said anything about light welding. **Mr. Patterson** said the ordinance does not differentiate between heavy and light welding. **Mr. Nesser** asked if it was ok as it is for the type it is being “C-1”. **Mr. Patterson** said for the type of business to continue the applicant would have to go through with the zone changed.

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

01:21:47 **14. Consider a recommendation to the City Council regarding a request to change the zoning at 3627 Boyd Dr. from “C-2” Commercial 2 District to “I” Industrial District, legally described as the S2NE of Section 24, Township 22 South, Range 26 East.**

**Jason Maley** approached the podium. **Mr. Patterson** explains the applicant has submitted a request for Zone Change from “C-2” Commercial 2 District to “I” Industrial District for a parcel totaling approximately 80.0 acres, located at 3627 Boyd Drive. The properties to the north, south, & east are zoned “R-R” Rural Residential District. The properties to the west are out of Carlsbad city limits. This request would create a spot-zone, but not something that would be in violation with the zoning ordinance. Based on a review of the application and staff comments, planning staff recommends approval of this request. **Mr. Maley** said they wanted to develop this family land to an industrial use development. **Mr. Dunagan** said he’s working with the Maley Family to develop this area. He believes this type of development would comply with Carlsbad’s Comprehensive Plan and meet the need for industrial lots. No Public comments were made.

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

01:25:07 **15. Consider a recommendation to the City Council regarding a request to change the zoning at 4412 National Parks Hwy. from “R-R” Rural Residential District to “C-2” Commercial 2 District, for the 1.5 acres located to the east of Tract B of Replat A, Allsup Land Division.**

**Brendan Mcardle** attended online; District Manager **Dale** approached the podium. **Mr. Patterson** explains the applicant has submitted a request for Zone Change from “R-R” Rural Residential District to “C-2” Commercial 2 District for a parcel totaling approximately 1.50 acres,

located east of 4412 National Parks Highway. The properties to the north, & west are zoned “C-2” Commercial 2 District. The properties to the South & East are zoned “R-R” Rural Residential District. This request would not create a spot-zone. The applicant is requesting a zone change to accommodate a proposed truck parking area to the East. Based on a review of the application and staff comments, Planning Staff recommends approval of this request. **Mr. Patterson** stated that they did get multiple phone calls from the surrounding residents with concerns regarding activities that’s been taking place at this Allsup’s. Residents in the area are concerned about alleged illegal activity witnessed on the property, particularly in the existing truck parking area. The Planning Department recommends Allsup’s employ tighter security. **Mr. Ortega** said he’s the current manager and runs the store. He stated such illegal activity has not been brought to his attention. **Mr. McDonald** said he currently lives at 709 W. Chapman which is south from where this proposed resolution would be, he’s also retired law enforcement. He has witnessed an increase in foot traffic, trespassers on his property, and alleged solicitation and prostitution in the truck parking area of Allsup’s. **Mr. McDonald** also stated that the amount of trash that they have is outrageous and it has not been contained on the property. **Ms. Wyatt** said she lives at 711 W. Chapman. She agreed with Mr. McDonald and confirmed she has also witnessed what Mr. McDonald described. She added that trucks park down Chapman Rd., turning Allsup’s into a truck stop, not a convenience store. **Mr. Cornum** asked Mr. Patterson if the parking along Chapman has been brought up as a code violation. **Mr. Patterson** explained code enforcement has been out there a few times to address the parking and Public Works has recently placed “No Parking” signs along that area. **Mr. Wyatt** said he has reached out to City Police, the Sheriff’s Department and the Mayor about the problems at Allsup’s. He has concerns over the increased traffic in the area as well as the retention pond that has been installed and will be expanded. **Ms. Wyatt** asked if the proposed parking could be installed to the north of Allsup’s, along National Parks Hwy. **Mr. Cornum** asked if Allsup’s owns the property Northeast. **Mr. Mcardle** stated that they do not own the property to the Northeast, and installing the parking there is not an option. No further discussion.

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

01:45:34      **16. Report regarding Summary Review Subdivisions**

**Mr. Patterson** reported on the Summary Reviews. Nothing unusual was noted.

01:46:50      **17. Adjourn**

The meeting was adjourned.

01:46:53      Stop Recording [5:46:50 PM]

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Chairman

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Date



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: 9.11.23
Existing Zoning: C-1

Fee Paid (\$100.00): Pd VO
Proposed Zoning: C-2

APPLICANT INFORMATION:

Melquiades Rivas Cardenas 319 Kircher Street
NAME ADDRESS
CARLSBAD NM 88220 575-725-3064 melcardenas@yahoo.com
CITY STATE ZIP PHONE EMAIL

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

Melquiades Rivas Cardena 319 Kircher Street
NAME ADDRESS
CARLSBAD NM 88220 575-302-3064 melcardenas@yahoo.com
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):

319 Kircher Rd

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.: \_\_\_\_\_





## 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.

Mel Cardenas  
APPLICANT SIGNATURE

9-11-23  
DATE

Sign issued by: \_\_\_\_\_  
Staff Member

Date: 9-11-23

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: Mesquindes Rivas Cardenas 319 Kircher Street 575 302 - 3064  
Name Address Phone

Subject Site Location: 319 Kircher St

The proposed action is a:

Zoning Change from C-1 to C-2 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:

\_\_\_\_\_  
\_\_\_\_\_

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:** November 6, 2023

**Time:** 5:00pm

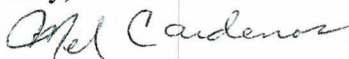
**Place:** City Annex Planning Room

114 S. Halagueno St.

Carlsbad, NM 88220

The Code of Ordinances can be found on the City's website [www.cityofcarlsbadnm.com](http://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](mailto:jepatterson@cityofcarlsbadnm.com).

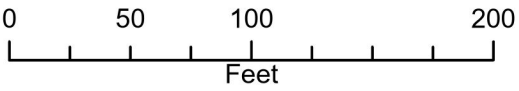
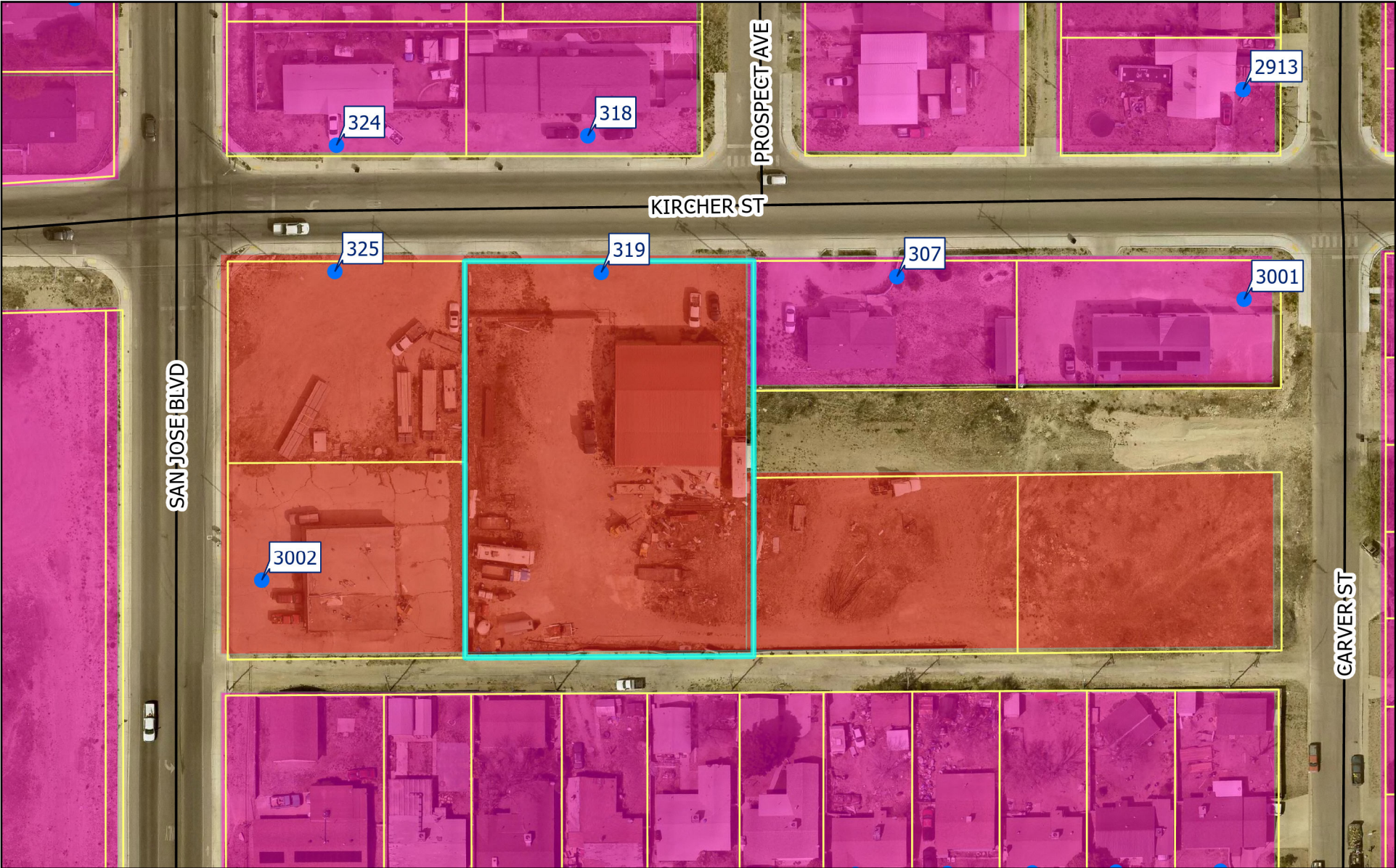
Sincerely,



Applicant/Agent



Zone Change - 319 Kircher St.  
C-1 to C-2

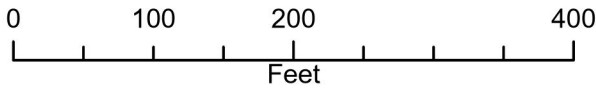
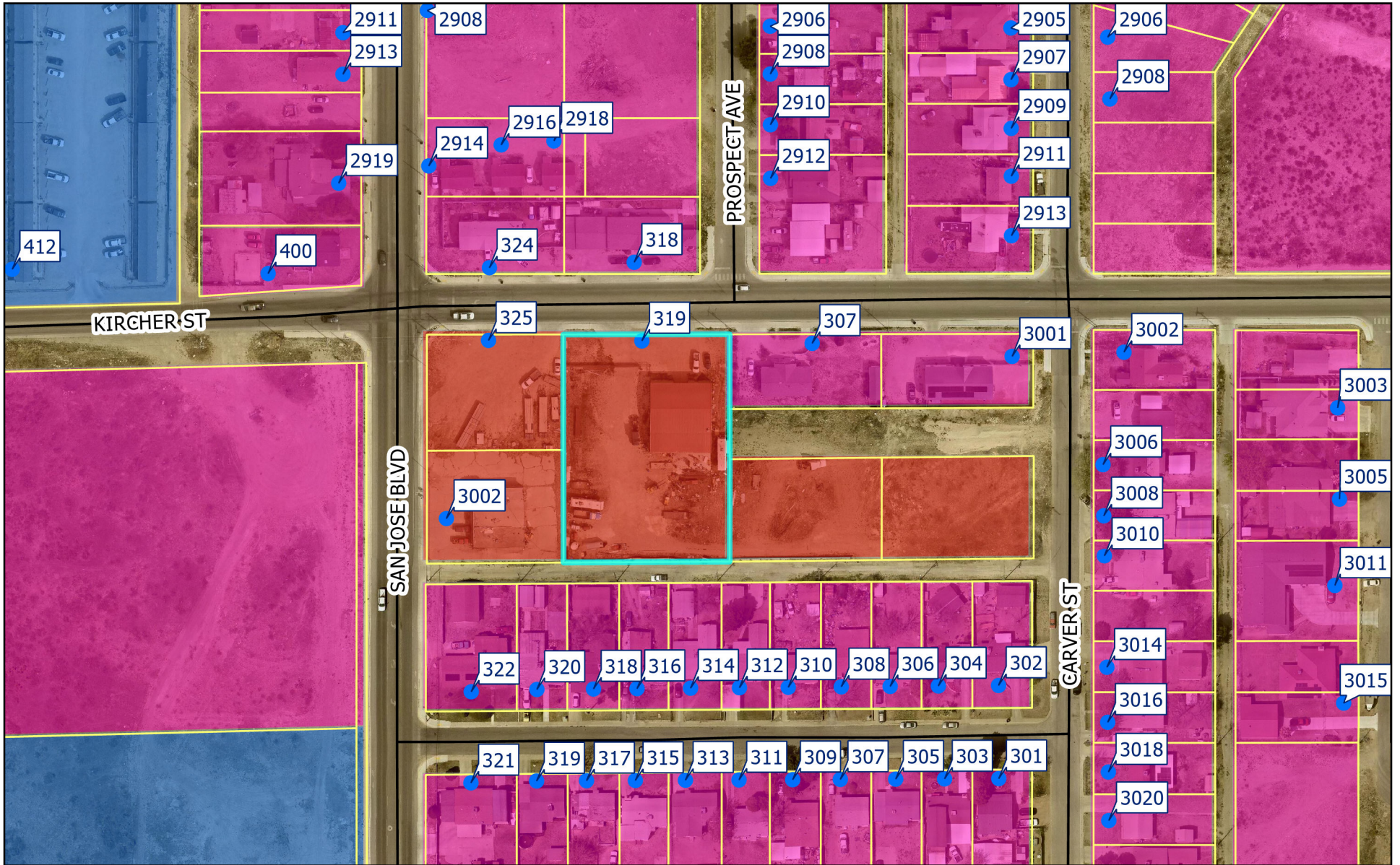


9/14/2023





# Zone Change - 319 Kircher St. C-1 to C-2



9/14/2023



# CITY OF CARLSBAD

## AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 12-12-2023

<b>DEPARTMENT:</b> Executive	<b>By:</b> John Lowe, City Administrator	<b>DATE:</b> 11-29-2023
<b>SUBJECT:</b> Granting of Oil and Gas Lease on Certain Mineral Interest owned by the City of Carlsbad		
<b>BACKGROUND, ANALYSIS AND IMPACT:</b> (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)		
<p>Alpha Energy Partners, LLC has approached the City requesting to lease 121.79 acres of the city's Oil and Gas Mineral Interest. The Mayor and City Administrator have negotiated the attached contract, which includes a lease bonus of \$1,370,137.50 and a 1/4<sup>th</sup> royalty.</p>		
<b>DEPARTMENT RECOMMENDATION:</b> Administration recommends approval		
<b>BOARD/COMMISSION/COMMITTEE ACTION:</b>		
<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"/> N. Mesa Board	<input type="checkbox"/> _____ Committee
		} <input type="checkbox"/> APPROVED
		} <input type="checkbox"/> DISAPPROVED
<b>Reviewed by:</b> City Administrator: /s/John Lowe		<b>Date:</b> 12/06/2023

Attachments: Alpha Energy Partners, LLC lease agreement  
Ordinance 2023-27



**ORDINANCE NO. 2023-27**

**AN ORDINANCE AUTHORIZING THE GRANTING OF AN OIL AND GAS LEASE ON CERTAIN MINERAL INTERESTS OWNED BY THE CITY OF CARLSBAD IN CERTAIN PORTIONS OF TOWNSHIP 22 SOUTH, RANGE 26 EAST, TO ALPHA ENERGY PARTNERS, II, LLC FOR A PER ACRE LEASE BONUS AND A 1/4<sup>TH</sup> ROYALTY**

**WHEREAS**, the City of Carlsbad owns oil and gas rights throughout the City of Carlsbad; and

**WHEREAS**, Alpha Energy Partners II, LLC, a Texas limited liability company wishes to lease the oil and gas rights the City of Carlsbad owns in:

Township 22 South, Range 26 East, N.M.P.M. Eddy County, NM

That portion of the SE/4 of Section 25, which lies west of the centerline of U.S. Highway 62/180 (121.79 mineral acres, more or less)

and as more precisely described in the Oil and Gas Lease attached hereto and made a part hereof; and

**WHEREAS**, the Governing Body of the City of Carlsbad wishes to enter into the Oil and Gas Lease for the purpose of generating revenue; and

**WHEREAS**, the City of Carlsbad would receive a per net mineral acre lease bonus and a 1/4<sup>th</sup> royalty, which is equal to or greater than the standard royalty received in oil and gas leases granted by the State of New Mexico Land Office; and

**WHEREAS**, the terms of the lease, the time and manner of payments on the lease, and the amount of the lease are more fully described in the Oil and Gas Lease attached hereto and made a part hereof.

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

**INTRODUCED, PASSED, ADOPTED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
DALE JANWAY, MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

November 27, 2023

The City of Carlsbad  
Attn: John Lowe  
P.O. Box 1569  
Carlsbad, NM 88221

Re: Oil, Gas and Mineral Lease  
SE/4 of Section 25, containing 121.79 acres, more or less  
Township 22 South, Range 26 East  
Eddy County, NM

Dear Mr. Lowe,

Please find the enclosed Oil, Gas and Mineral Lease for execution.

Per the terms of our offer, the following details apply to this transaction:

- \$1,370,137.50 in Consideration (121.79 Net Mineral Acres ("NMA") X \$11,250/NMA)
- 3 Year Primary Term
- 1/4th Royalty
- The attached form of Oil, Gas and Mineral Lease

Please return the scanned version of the instrument to my attention at the email address below and we will tender payment in the form of a check or wire for the consideration due. Upon receipt of the consideration, please return one (1) copy of the Lease to my attention.

If you should have any questions, please feel free to contact me at your convenience.

Sincerely,



Riley C. Morris  
VP of Land  
432-219-8853 – office  
936-241-2200 – cell  
[riley@alphapermian.com](mailto:riley@alphapermian.com)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made on **December 13, 2023**, between **The City of Carlsbad, New Mexico, a municipal corporation**, Lessor, whose address is **P.O. Box 1569, Carlsbad, New Mexico 88221** and **Alpha Energy Partners II, LLC**, Lessee, whose address is **P. O. Box 10701, Midland, Texas 79702**. WITNESSETH:

13. Lessor, in consideration of TEN AND NO/100 Dollars and other valuable consideration, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the Leased Premises for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on the Leased Premises, lay pipe lines, establish and utilize facilities for surface and subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses, and other structures on the Leased Premises, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the Leased Premises or any other land adjacent thereto. The land covered hereby, herein called the "Leased Premises", is located in the County of **Eddy**, State of **New Mexico**, and is described as follows:

**Township-22-South, Range-26-East, N.M.P.M.**

**Section 25: SE/4, lying west of the centerline of US Highway 62 and 180, containing 121.79 acres, more or less**

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described, limited to small tracts or strips and gores and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of the Leased Premises. For the purpose of determining the amount of any bonus or other payment hereunder, the Leased Premises shall be deemed to contain **121.79 acres, whether it actually comprises more or less**; provided, however, the inclusion of such estimated acreage amount herein shall in no way serve to limit the lands and/or acreage covered by this Lease. All such land covered by this Lease is referred to as the "Land" or "Leased Premises." Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

The Parties recognize the Leased Premises are all located within the corporate limits of the City of Carlsbad and agree this lease is a "**No Surface Occupancy**" lease. Lessee agrees that it is required to secure prior written consent from Lessor in order to locate any of its operations on the surface of the ground of the Leased Premises.

**SPECIFICALLY, LESSEE WILL NOT CONDUCT OR LOCATE ITS DRILLING, COMPLETION AND/OR PRODUCTION OPERATIONS ON THE SURFACE OF THE GROUND ON THE LEASED PREMISES IN THE ABSENCE OF PRIOR WRITTEN CONSENT OF LESSOR. NOTHING HEREIN REQUIRES LESSEE TO SECURE LESSOR'S CONSENT TO: (a) OTHERWISE CONDUCT ITS DRILLING, COMPLETION AND PRODUCTION OPERATIONS UNDERNEATH THE SURFACE OF THE GROUND OF THE LEASED PREMISES OR (b) TO GENERALLY USE THE ROADS, ALLEYS AND OTHER RIGHTS OF WAY AVAILABLE TO THE PUBLIC FOR INGRESS AND EGRESS TO LESSEE'S SURFACE LOCATIONS OR TO CONDUCT ANY PHYSICAL SURVEYING OF SAME TO OBTAIN AN ACCURATE MEASUREMENT OF THE LEASED PREMISES OR ADJACENT LANDS.**

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of three (3) years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon the Leased Premises or lands pooled therewith, with no cessation for more than ninety (90) consecutive days.

3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal (1/4) part of all oil produced and saved by Lessee from the Leased Premises, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such (1/4) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear (1/4) of the cost of treating oil to render it marketable pipe line oil; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be (1/4) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided the Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder, and (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from the Leased Premises, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be three dollars (\$3.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on the Leased Premises or on lands with which the Leased Premises or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on the Leased Premises for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separators, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on the Leased Premises, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be paid or tendered to Lessor, his successors or assigns at the address above. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownership thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to the acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals, subsurface depths, or horizons for the production of oil & gas. If units, either at the time established



or after enlargement, are prescribed or permitted under any governmental rule or order for the drilling or operation of a well at a regular location, to conform to any established well spacing or density pattern, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size so prescribed or permitted by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on the Leased Premises, or on the portion of the Leased Premises included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes except the payment of royalty, operations conducted upon the Leased Premises under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interest in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result from the inclusion of such separate tracts within this lease, nor shall this lease or any declaration of pooling hereunder be construed as an attempt or offer to pool or unitize any interest that Lessor has no right to commit to pooling or unitization, but Lessee shall nevertheless have the right to pool or unitize the interest of Lessor as provided in this paragraph 4 with the consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" means any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the Leased Premises.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file of record a release or releases of this lease as to any part or all the Leased Premises or of any mineral or horizon there under, and thereby be relieved of all obligations as to the released acreage or interest.

6. Whenever used in this lease the word "operation" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from the Leased Premises in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on the Leased Premises, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on the Leased Premises without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on the Leased Premises.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of the Leased Premises, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of the Leased Premises or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both expressed and implied, Lessor shall notify Lessee in writing, setting out specifically in what respect Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any act by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of the Leased Premises included in a pooled unit on which there are operations. Lessee shall also have such easements on the Leased Premises as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to the Leased Premises against the claims of all persons claiming by, through or under the Lessor, but not otherwise. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on the Leased Premises, but Lessor agrees that Lessee shall have the right at any time to pay or reduce the same for Lessor only if Lessor's obligations are delinquent, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalty or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of the Leased Premises than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

11. If, by reason of force majeure, Lessee is prevented from satisfying or meeting any condition of this lease, or from complying with any express or implied covenant thereof, or from conducting drilling or reworking operations on or producing oil or gas from the Leased Premises on land pooled therewith, then while so prevented and for a period of one hundred eighty (180) days thereafter, such condition shall be suspended, and Lessee shall be relieved of the obligation to comply with such covenant and shall not be liable in damages for failure to comply therewith; and this lease shall be extended and continued in force while and so long as Lessee is prevented by force majeure from conducting drilling or reworking operations on or producing oil or gas from the Leased Premises or land pooled therewith and for one hundred eighty (180) days thereafter; and the time while Lessee is so prevented, plus one hundred eighty (180) days, shall not be counted against Lessee, anything in this Lease to the contrary notwithstanding. The term "force majeure" as used in this lease shall mean and include any one or more of the following: acts of God, floods, storms, explosions, fires, labor troubles, strikes, insurrections, riots, acts of public enemy, scarcity of or inability to obtain or use labor, material, or equipment, federal, state, or local law, ordinance, rule, or regulation of any governmental authority, or inability to identify and secure the right to use a surface location of suitable size and proximity to Lessee's desired placement of any wellbore. Without limitation, force majeure includes the inability to obtain a permit for drilling or operating a well from each governmental or municipal authority having jurisdiction as may be legally required subject only to such conditions and requirements as are acceptable to Lessee, in its sole discretion, and such force majeure shall be considered to continue while and so long as any application for a permit, or for amendment or modification thereof or for a variance from any regulation or ordinance, or any similar application is pending, or at any time any such application has been rejected and so long after any such rejection as Lessee is engaged in efforts to secure a permit for operations hereunder on terms that are acceptable to Lessee. Likewise, it being recognized that some or all of the Leased Premises, and lands that may be pooled therewith, are within developed areas in which surface improvements and uses exist that may interfere with Lessee's ability to drill and operate wells and take and market oil and gas produced hereunder, force majeure includes Lessee's inability to place or locate surface facilities and equipment where Lessee considers it necessary or suitable, in Lessee's sole discretion, for the development

and operation of the Leased Premises for oil and gas production at reasonable cost and without interference from or with other surface uses or undue risk of injury or damage to persons or property.

13. By the execution of this Lease, the Lessor does hereby appoint and designate Lessee, its successors and assigns, its attorneys-in-fact, solely for the purposes of allowing the Lessee to contact the Lessor's lender or mortgagor (if any) on behalf of the Lessor to obtain a Lease Subordination Agreement of Lessor's mortgage on the Leased Premises to Lessee's Oil and Gas Leases or some other similar agreement. Lessee will mail a copy of the executed and recorded Lien Subordination Agreement or similar agreement when finalized. When the Lessee has finalized its Lien Subordination Agreement or similar agreement with the Lessor's lender or mortgagor, this limited power-of-attorney herein granted to the Lessee shall in all respects terminate and be revoked.

14. Additional Provisions.

- a. The term of this Lease may be extended by no more than two (2) consecutive years by the shut-in provision of Paragraph 3 or the force majeure provisions of Paragraph 11.
- b. Lessee may not assign its working interest under this Lease without the prior written of the Lessor. Such consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, this instrument is executed on \_\_\_\_\_, 2023, but made effective as of December 13, 2023.

**Lessor:**  
**The City of Carlsbad, New Mexico, a municipal corporation**

By: \_\_\_\_\_  
Dale Janway  
Mayor

**ACKNOWLEDGMENT**

STATE OF NEW MEXICO }  
  }  
COUNTY OF EDDY }

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by Dale Janway as Mayor of the City of Carlsbad, New Mexico, a municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**Lessee:**  
**Alpha Energy Partners II, LLC,**  
**a Texas limited liability company**

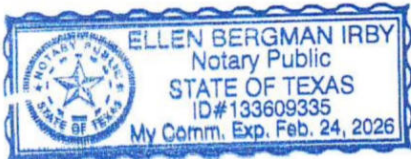
By: *P. Nick Maxwell* *rcm*  
P. Nick Maxwell  
CEO

**ACKNOWLEDGMENT**

STATE OF TEXAS §  
  §  
COUNTY OF MIDLAND §

This instrument was acknowledged before me on November 27, 2023, by P. Nick Maxwell, as CEO of Alpha Energy Partners II, LLC, a Texas limited liability company, on behalf of said limited liability company.

*Ellen Bergman Irby*  
Notary Public - State of Texas

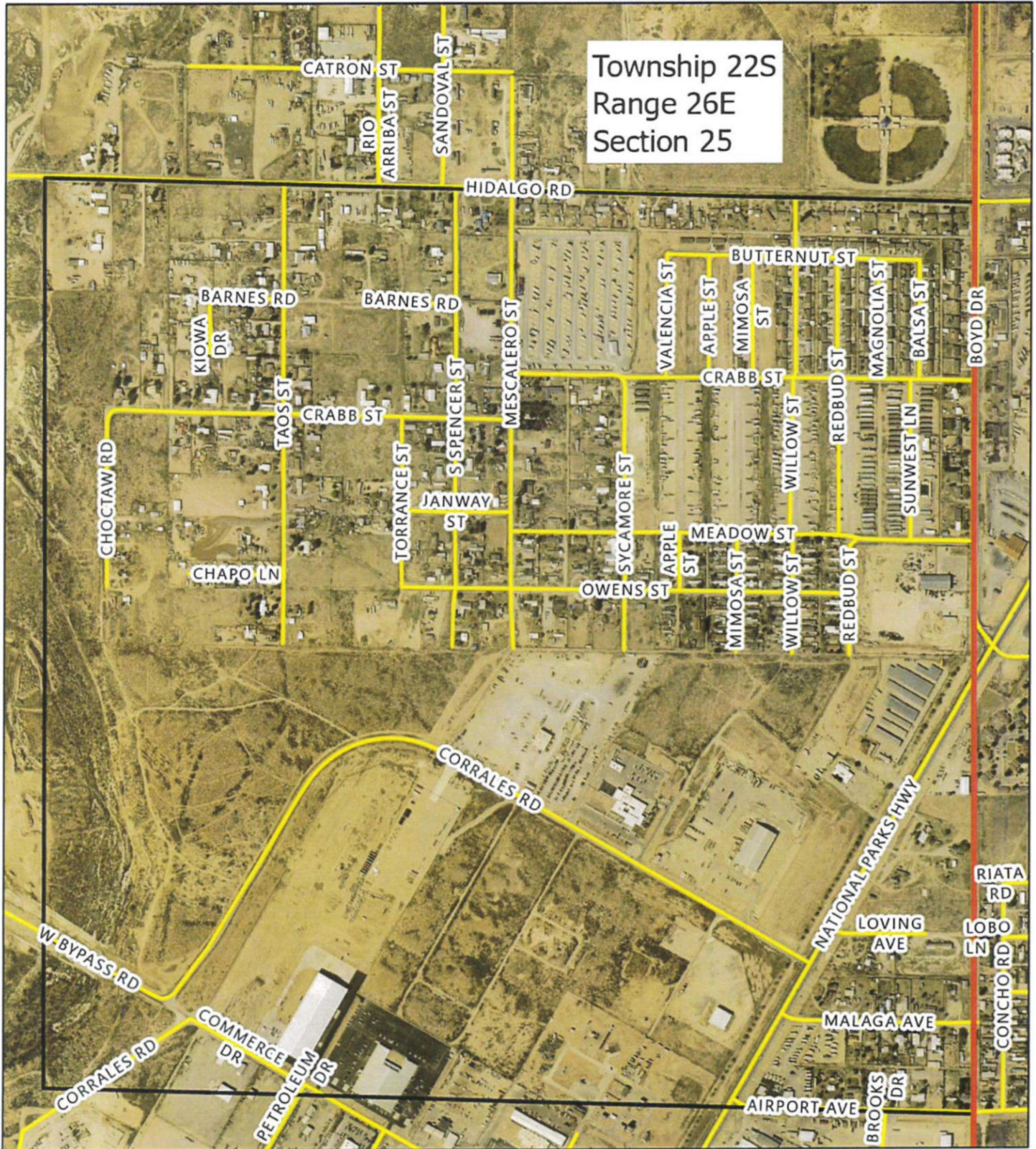




Scale: 1:9,600  
1 inch = 800 Feet

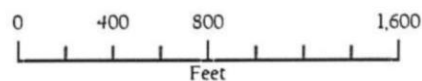
# Alpha Energy Partners, LLC Lease Proposal

Map # 2902\_ed01  
Date: 10/24/2023



Township 22S  
Range 26E  
Section 25

- Roads
- Township
- Section



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





**CITY OF CARLSBAD**  
**AGENDA BRIEFING MEMORANDUM**

Meeting Date: 12/12/2023

<b>DEPARTMENT:</b> Planning & Regulation	<b>BY:</b> Jeff Patterson, Planning Director	<b>DATE:</b> 12/1/2023
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**SUBJECT:** Request for Zone Change from "I" Industrial District to "C-2" Commercial 2 District for a property totaling approximately 1.46 acres, located at 609 S. Canyon St., legally described as Lot: 2 Block: 182 S 50'; Lot: 3 Block: 182; Lot: 4 Block: 182; Lot: 5 Block: 182; Lot: 6 Block: 182; Bock 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/Owner:  
Henry E. McDonald  
P.O. Box 597  
Loving, NM 88256

***\*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 requested a Zone Change from "I" Industrial District to "C-2" Commercial 2 District for a property totaling approximately 1.46 acres, located at 609 S. Canyon St., legally described as Lot: 2 Block: 182 S 50'; Lot: 3 Block: 182; Lot: 4 Block: 182; Lot: 5 Block: 182; Lot: 6 Block: 182; Bock Subdivision.

The applicant plans to allow a retail store to locate at this property, and in order to finalize the real estate deal, the zoning needs to be changed to commercial. The property has been operated as a retail sales establishment for the past decade plus, so this zoning change would better fit the actual use of the property.

The properties to the north are zoned "C-1" Commercial 1 District, the properties to the south and east are zoned "I" Industrial District, and the properties to the west are zoned "C-2" Commercial 2 District. This request would not create a spot-zone.

Section 56-40(e) states:

**(e) Commercial 2 (C-2) District.**

The Commercial 2 District is intended to accommodate community and regional-scale retail and commercial uses. Such uses are regulated in order to be compatible with surrounding uses and existing infrastructure.

Comprehensive Plan: Strategy 2040 goals and policies that are applicable to this request are:

**Chapter 5: Land Use**

**Objectives:**

- *To meet the commercial market demand and needs of existing and future Carlsbad residents.*
- *To identify areas of opportunity for infill and redevelopment.*
- *To encourage redevelopment of vacant or underutilized properties for residential, commercial, or mixed-use development.*

**Chapter 6: Economic Development**

**Objectives:**

- *To support locally-owned, small business development and retention*

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 November 6, 2023, the Planning and Zoning Commission considered this item and voted to recommended approval with a vote of four (4) in favor of approval, none (0) against, one (1) absent and none (0) abstain.

**DEPARTMENT RECOMMENDATION (please check):**

	Approval	Denial	n/a		Approval	Denial	n/a
Public Works			X	Planning, Eng. & Reg. Dept			
Fire Department			X	Code Enforcement Division			X
Legal Department			X	Planning Division	X		
Police Department			X	Projects Department			X
Utilities Department			X	Building Division			X

**DEPARTMENT COMMENTS:**

Public Works: No comments.

Utilities Department: No comments.

Building Department: No comments.

Fire Department: No comments.

Police Department: No comments.

Code Enforcement: No comments.

Legal Department: No comments.

Planning Department: Recommend approval.

**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: 12/06/2023

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

ORDINANCE NO. 2023-28

AN ORDINANCE REZONING PART OF "I" INDUSTRIAL DISTRICT TO "C-2" COMMERCIAL 2 DISTRICT FOR AN APPROXIMATELY 1.46 ACRE PROPERTY, LOCATED AT 609 SOUTH CANYON STREET, LEGALLY DESCRIBED AS LOT 2, BLOCK 182 S 50'; LOT 3, BLOCK 182; LOT 4, BLOCK 182; LOT 5, BLOCK 182; AND LOT 6, BLOCK 182, BOCK 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 "I" Industrial District to "C-2" Commercial 2 District, for an approximately 1.46 acre property, located at 609 S. Canyon St., legally described as:

LOT 2, BLOCK 182 S 50'; LOT 3, BLOCK 182; LOT 4, BLOCK 182; LOT 5, BLOCK 182; AND LOT 6, BLOCK 182, BOCK SUBDIVISION

INTRODUCED, PASSED, ADOPTED AND APPROVED this 12<sup>th</sup> day of December, 2023.

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DALE JANWAY, MAYOR

ATTEST:

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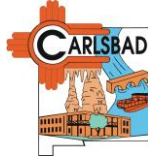
CITY CLERK

**MINUTES OF THE REGULAR MEETING OF THE**

**City of Carlsbad  
Planning & Zoning Commission**

**Monday, November 6, 2023 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, November 6, 2023 at 5:00 PM  
Janell Whitlock Municipal Complex Council Chambers  
114 S. Halagueno Street  
GoToMeeting ID: 545-099-301  
US Phone: +1 (646) 749-3122 Access Code: 545-099-301

1. Roll call of voting members and determination of quorum
2. Approval of Agenda
3. Approval of Minutes from the Meeting held October 12, 2023
4. Consider a request for a Conditional Use Permit to allow a Home Occupation – Personal Service to operate at the property located at 106 Doporto Ct., zoned “R-1” Residential 1 District
5. Consider a request for a Conditional Use Permit to allow Personal Service to operate at the property located at 502 W. Bonbright St., zoned “R-2” Residential 2 District
6. Consider a request for a Conditional Use Permit to allow a Home Occupation – Personal Service to operate at the property located at 1023 Murray Dr., zoned “R-R” Rural Residential District
7. Consider a request for a Variance from Sec. 56-90(b) of the Carlsbad Code of Ordinances to allow a reduction in the required rear setback from 10’ to 9’ for the property located at 3734 Honeysuckle Dr., zoned “R-1” Residential 1 District
8. Consider a recommendation to the City Council regarding a request to change the zoning at 609 S. Canyon St. from “I” Industrial District to “C-2” Commercial 2 District, legally described as S 50’ of Lot 2 and all Lots 3 & 4, Block 182 Bock Subdivision
9. Consider a recommendation to the City Council regarding a request to change the zoning at 2609 Prospect Ave., St. from “R-1” Residential 1 District to “C-2” Commercial 2 District, legally described as North 100 ft of Lot 3, Block 6, Southridge Subdivision
10. Consider a recommendation to the City Council regarding a request to change the zoning at 2908 San Jose Blvd. from “R-1” Residential 1 District to “R-2” Residential 2 District, legally described as the Lots 19 & 20, Block 6, Southridge Subdivision

11. Consider a recommendation to the City Council regarding a request to change the zoning from “R-R” Rural Residential District to “R-2” Residential 2 District, for the 8.74 acres legally described as Tract B, Albright Replat #3.
12. Report regarding Summary Review Subdivisions
13. Adjourn



**FOR INFORMATION ONLY**

Agendas and Planning and Zoning Commission meeting minutes are available on the City website:

[cityofcarlsbadnm.com](http://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, December 4, 2023 at 5:00 p.m.

<p>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.</p>
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**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, NOVEMBER 6, 2023 AT 5:00 P.M.**

**VOTING MEMBERS PRESENT:**

<b>BRAD NESSER</b>	<b>COMMISSIONER</b>
<b>VALERIE BRANSON</b>	<b>COMMISSIONER</b>
<b>TRENT CORNUM</b>	<b>COMMISSIONER</b>
<b>LINDA WILSON</b>	<b>COMMISSIONER</b>

**VOTING MEMBERS ABSENT:**

<b>JAMES MCCORMICK</b>	<b>CHAIRPERSON</b>
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**EX-OFFICIO MEMBERS PRESENT:**

<b>JEFF PATTERSON</b>	<b>PLANNING DIRECTOR</b>
<b>TRYSHA ORTIZ</b>	<b>DEPUTY PLANNING DIRECTOR</b>

**SECRETARY PRESENT:**

<b>VANESSA ORNELAS</b>	<b>PLANNING AND REGULATION DEPARTMENT SECRETARY</b>
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**OTHERS PRESENT:**

<b>MELISSA BRITO</b>	<b>502 W BONBRIGHT</b>
<b>JULIE RUIZ</b>	<b>502 W BONBRIGHT</b>
<b>MELVIN PYEATT</b>	<b>413 HAMILTON</b>
<b>RUBEN PARRA</b>	<b>106 DOPORTO CT</b>
<b>VANESSA PARRA</b>	<b>106 DOPORTO CT</b>
<b>CAS TABOR</b>	<b>1720 SANDY LN</b>
<b>JOE HAYS</b>	<b>3908 PAT GARRETT</b>
<b>BRIAN NAVARRETTE</b>	<b>2908 SAN JOSE BLVD</b>
<b>GLORIA RAMOS</b>	<b>2612 PROSPECT ST</b>
<b>COURTNEY MACK</b>	<b>1023 MURRAY DR</b>
<b>JOSHUA MACK</b>	<b>1023 MURRAY DR</b>
<b>RAYMOND PETERS</b>	<b>806 COLONIAL CT</b>
<b>BANI SAND HU</b>	<b>5012 NATIONAL PARKS</b>
<b>KARN SAND HU</b>	<b>5012 NATIONAL PARKS</b>
<b>GILBERT RAMOS</b>	<b>2612 PROSPECT ST</b>
<b>HANNIA CARRASCO</b>	<b>(Via Virtual Meeting)</b>

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

0:00:00      Start Recording [5:00:28 PM]

0:00:30      **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. Cornum, Ms. Branson Mr. Nesser, and Ms. Wilson.** Absent—**Mr. McCormick.**

0:01:46

**2. Approval of Agenda**

**Mr. Patterson** noted the following revisions to the agenda:

- Item number 7 states the request is to allow a reduction in the required rear setback from 10' to 9', which should read to allow a reduction in the required rear setback from 20' to 19'
- Item number 10 states the request to change the zoning at 2908 San Jose Blvd. from "R-1" Residential 1 District to "R-2" Residential 2 District, which should read to change the zoning at 2908 San Jose Blvd. from "R-1" Residential 1 District to "C-1" Commercial 1 District
- Item number 11 was pulled at the request of the applicant. The item will be reviewed at the Planning and Zoning meeting scheduled for December 4, 2023.

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

0:02:22

**3. Approval of Minutes from the Meeting held October 12, 2023**

**Mr. Cornum** made a motion to approve the Minutes from the special meeting held on October 12, 2023; **Ms. Wilson** seconded the motion. The vote was as follows: Yes— **Mr. Nesser, Mr. Cornum, Ms. Wilson, and Ms. Branson.** No—None. Absent— **Mr. McCormick.** Abstained—None. The motion carried.

0:02:31

**4. Consider a request for a Conditional Use Permit to allow a Home Occupation – Personal Service to operate at the property located at 106 Doporto Ct., zoned "R-1" Residential 1 District**

**Vanessa and Ruben Parra** approached the podium. **Mr. Patterson** explained the applicant has submitted a request to consider a Conditional Use Permit to allow a Home Occupation – Personal Service to operate at the property located at 106 Doporto Ct., zoned "R-1" Residential 1 District. Based on a review of the application materials and staff comments, the Planning Department recommends approval of this request. **Mr. Parra** explained that Ms. Parra finished cosmetology school and would like to open a salon. He also explained that the area they live in is a dead-end street and would not interfere with traffic. No public comments were made.

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

0:06:57

**5. Consider a request for a Conditional Use Permit to allow Personal Service to operate at the property located at 502 W. Bonbright St., zoned "R-2" Residential 2 District**

**Melissa Brito and Julie Ruiz** approached the podium. **Mr. Patterson** explained the applicant has submitted a request to consider a Conditional Use Permit to allow Personal Service to operate at the property located at 502 W. Bonbright St., zoned "R-2" Residential 2 District. Based on a review of the application materials and staff comments, the Planning Department recommends approval of this request. **Ms. Ruiz** explained since purchasing the property, they have placed a 7' fence around the building. **Ms. Brito** explained that on the Northwest side of the property, there is

plenty of space for parking. **Ms. Ruiz** explained the variety of services to be held at the location. She stated the parking space would allow up to 8 vehicles to be parked at the business. **Mr. Nesser** asked will plans be presented to the Building Department for the parking lot. **Ms. Brito** stated she would provide any information that is needed to move forward with her business. **Mr. Cornum** asked what the upgrade plan is for the parking lot. **Ms. Brito** mentioned wanting to place gravel down for the parking lot. **Mr. Nesser** mentioned the city may request a Handicap parking space. **Ms. Brito** agreed to follow up with the Planning Department. No public comments were made.

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

0:13:11                    **6. Consider a request for a Conditional Use Permit to allow a Home Occupation – Personal Service to operate at the property located at 1023 Murray Dr., zoned “R-R” Rural Residential District**

**Courtney and Joshua Mack** approached the podium. **Mr. Patterson** explained the applicant has submitted a request to consider a Conditional Use Permit to allow a Home Occupation – Personal Service to operate at the property located at 1023 Murray Dr., zoned “R-R” Rural Residential District. Based on a review of the application materials and staff comments, the Planning Department recommends approval of this request. **Ms. Mack** explained the business would not interfere with traffic or on-street parking. She also mentioned the clients will be seen by appointment only. No public comments were made.

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

0:17:47                    **7. Consider a request for a Variance from Sec. 56-90(b) of the Carlsbad Code of Ordinances to allow a reduction in the required rear setback from 20’ to 19’ for the property located at 3734 Honeysuckle Dr., zoned “R-1” Residential 1 District**

**Joe Hays and Melvin Pyeatt** approached the podium. **Mr. Patterson** explained the applicant has submitted a request to consider a Variance from Sec. 56-90(b) of the Carlsbad Code of Ordinances to allow a reduction in the required rear setback from 20’ to 19’ for the property located at 3734 Honeysuckle Dr., zoned “R-1” Residential 1 District. Based on a review of the application materials and staff comments, the Planning Department recommends approval of this request. **Mr. Hays** explained they built the structure before realizing the 1’ encroachment on the rear setback. No Public comments were made.

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

0:21:18                    **8. Consider a recommendation to the City Council regarding a request to change the zoning at 609 S. Canyon St. from “I” Industrial District to “C-2” Commercial 2 District, legally described as S 50’ of Lot 2 and all Lots 3 & 4, Block 182 Bock Subdivision**

**Cas Tabor** approached the podium. **Mr. Patterson** explained the applicant has submitted a request to change the zoning at 609 S. Canyon St. from “I” Industrial District to “C-2” Commercial 2 District, legally described as S 50’ of Lot 2 and all Lots 3 & 4, Block 182 Bock Subdivision. Based on a review of the application materials and staff comments, the Planning Department recommends approval of this request. **Mr. Tabor** explained the property in question was zoned Industrial because there was once a sugar beet factory at the property and it was never re-zoned. He also pointed out the surrounding properties are zoned Commercial. No public comments were made.

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

0:25:47                    **9. Consider a recommendation to the City Council regarding a request to change the zoning at 2609 Prospect Ave., St. from “R-1” Residential 1 District to “C-2” Commercial 2 District, legally described as North 100 ft. of Lot 3, Block 6, Southridge Subdivision**

**Hannia Carrasco** addressed the Commission via virtual meeting. **Mr. Patterson** explained the applicant has submitted a request to change the zoning at 2609 Prospect Ave., St. from “R-1” Residential 1 District to “C-2” Commercial 2 District, legally described as North 100 ft. of Lot 3, Block 6, Southridge Subdivision. Based on a review of the application materials and staff comments, the Planning Department recommends denial of this request. **Ms. Carrasco** explained she wants to place an 80’ x 60’ shop. She wants to open an auto mechanic shop on the property. **Mr. Nesser** opened public comment. **Gloria Ramos and Gilbert Ramos** approach the podium opposed to the zone change. **Ms. Ramos** explains that there are many children in the area as well as senior citizens who are consistently out in the neighborhood. She explained that there are no sidewalks for the residents to use, children and pedestrians are using the roadway to get around. She believes the auto mechanic shop will bring more traffic which will cause more hazards for the residents in the area. **Ms. Ramos** also mentioned the bus stop is across from the property in question. No other public comments were made. **Ms. Wilson** pointed out that the surrounding properties are residential only.

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

0:32:47                    **10. Consider a recommendation to the City Council regarding a request to change the zoning at 2908 San Jose Blvd. from “R-1” Residential 1 District to “C-1” Commercial 1 District, legally described as the Lots 19 & 20, Block 6, Southridge Subdivision**

**Brian Navarette and Raymond Peters** approached the podium. **Mr. Patterson** explained the applicant has submitted a request to change the zoning at 2908 San Jose Blvd. from “R-1” Residential 1 District to “C-1” Commercial 1 District, legally described as the Lots 19 & 20, Block 6, Southridge Subdivision. Based on a review of the application materials and staff comments, the Planning Department recommends approval of this request. **Mr. Peters** explained they would like to place affordable lodging which would consist of 6 Units and 30 rooms. **Mr.**

**Navarette** explained that the property is on a much smaller scale than the previous location on National Parks Hwy. No public comments were made. **Mr. Cornum** inquired about the cosmetic upkeep. **Mr. Peters** explained they are partnering with the current owners of the National Parks Hwy location they will be able to keep up with trash and weeds. He also mentioned they would place a fence as well as landscape the property to be more aesthetically pleasing to the neighboring residence. **Bani Sand Hu** approached the podium. **Ms. Sand Hu** explained that the property on National Parks was too large to maintain alone. She also explained it was not easy to keep up with the trash that comes from the littered highway. **Mr. Cornum** explained with approval the upkeep then becomes a Code Enforcement issue and leaves the Planning and Zoning Commission purview. **Ms. Branson** inquired as to why the Fire and Police Departments recommended denial. **Mr. Patterson** explained the Fire and Police Department did not agree to commercial zoning in the middle of residential zoning. He also explained that the hearing for this item is only to approve the zone change and stipulations could not be placed on the item to be approved.

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

0:50:00                    **11. Consider a recommendation to the City Council regarding a request to change the zoning from “R-R” Rural Residential District to “R-2” Residential 2 District, for the 8.74 acres legally described as Tract B, Albright Replat #3.**

The item was pulled at the request of the applicant. The item will be reviewed at the Planning and Zoning meeting scheduled for December 4, 2023.

0:50:10                    **12. Report regarding Summary Review Subdivisions**

**Mr. Patterson** reported on the Summary Reviews. Nothing unusual was noted.

0:51:52                    **13. Adjourn**

The meeting was adjourned.

0:51:58                    Stop Recording [5:52:27 PM]

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Chairman

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Date



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

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## **ZONING CHANGE APPLICATION**

### **Sec. 56-150(b)**

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#### **PROCESS FOR ACCEPTANCE AND REVIEW OF PLANNING AND ZONING COMMISSION MATTERS**

1. The Planning and Zoning Commission's regularly scheduled meetings are on the **FIRST MONDAY OF THE MONTH**. Applicant should obtain an Application Packet for the particular type of request (Zone Change, Subdivision, Variance, Annexation, Conditional Use, etc.) from the City of Carlsbad, Planning, Engineering, and Regulation Office.
2. **Applicant must submit a completed Application to the Planning, Engineering, and Regulation Office on, or before, the FIRST FRIDAY OF THE MONTH prior to the desired Commission meeting.** The minimum application packet submittal is one (1) copy of the Application with original signatures and all required supporting documents. A letter of explanation or clarification may also be provided. The required non-refundable application fee is due with submittal of the application.  
  
The desired maximum size for all documents is 11"x17". **However, if the applicant wishes to support his or her application with larger size documents, an original and eight (8) copies need to be provided.** Separate arrangements for copying these large documents may be possible, but will incur additional costs.
3. The Planning, Engineering, and Regulation Office will give the Application an initial cursory review. If deficiencies or questions are noted, the Applicant will be advised and provided an opportunity to supplement the Application. If the Applicant fails to complete and resubmit the application prior to the above deadline, the matter will not be heard until the next subsequent Commission meeting. The original application fee will be retained and will suffice for the specific original application for a period of 90-days from the date of the original application.
4. Applications appearing complete will be set for full evaluation by City Staff prior to the Commission meeting. The purpose of this evaluation is to develop and provide a full briefing report for the Commission. Applicants will be advised of deficiencies noted during this review and will be afforded opportunity to supplement their application during their presentation to the Commission, if they so desire.

## **ADDITIONAL PROCEDURAL REQUIREMENTS FOR ZONING CHANGES:**

- 1) **PRESENCE AT MEETING:** The Planning and Zoning Commission will vote to recommend to the City Council approval or denial of request. Applicant or his/her representative must be present to address any questions that Planning and Zoning Commissioners may have.
- 2) **CITY COUNCIL SETS A HEARING DATE:** After the Planning and Zoning Commission has made a recommendation on the request, the City Council (at their next regular meeting) will set a date for a public hearing. The date will be set for a regularly scheduled City Council meeting a minimum of 30 days from that date. A “notice of public hearing” is published in the Current Argus at least 30 days prior to the hearing.
- 3) **NOTIFICATION:** The applicant shall mail notice of the Planning and Zoning Commission meeting, via certified mail, to all property owners within one-hundred feet (100’) of the subject site. Evidence of such notification shall be provided with the application. In addition, the applicant shall post a sign, provided by the City, at the property at least 5 days prior to the public hearing. At least fifteen (15) days prior to the City Council hearing, the City will notify adjacent property owners within 100’ of the subject property via first-class mail for properties greater than one (1) block in size, or via certified mail for properties one (1) block or less in size. The notification will include a description of the request, applicant’s information, legal description of subject property, and the date of the hearing.
- 4) **PUBLIC HEARING:** The Public Hearing will be held during a regularly scheduled City Council meeting, and the applicant or his/her representative **MUST BE PRESENT** to address any questions that the Mayor or Council members may have.
- 5) **ZONING CHANGE IS FINAL:** If the City Council approves the zone change, the ordinance is published in the Current Argus. The change is considered final five (5) days after publication.



Receipt Date Stamp

**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: \_\_\_\_\_  
 Existing Zoning: \_\_\_\_\_

**Fee Paid (\$100.00):** \_\_\_\_\_  
**Proposed Zoning:** \_\_\_\_\_

**APPLICANT INFORMATION:**

NAME		ADDRESS		
CITY	STATE	ZIP	PHONE	EMAIL

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

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 (INCLUDE A MEETS AND BOUNDS DESCRIPTION FOR UNPLATTED LAND, ATTACH SEPARATE SHEET, IF NECESSARY):**

ADDRESS	LOT	BLOCK	SUBDIVISION
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**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:

ZONING CHANGE CONDITIONAL USE VARIANCE TEMPORARY USE

STATE OF NEW MEXICO
) SS
COUNTY OF EDDY )

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

ADDRESS OF PROPERTY: STREET ADDRESS

LEGAL DESSCRPTION: SUBDIVISION BLOCK LOT OR TRACT

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

AGENT: NAME PHONE 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
BY: PRINTED NAME

ACKNOWLEDGED, SUBSCRIBED, AND SWORN
to before me this day of
20, by
Notary Public
My commission expires:

(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

\_\_\_\_\_  
DATE

Sign issued by: \_\_\_\_\_  
Staff Member

Date: \_\_\_\_\_

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: \_\_\_\_\_  
Name Address Phone

Subject Site Location: \_\_\_\_\_

The proposed action is a:

Zoning Change from \_\_\_\_\_ to \_\_\_\_\_ 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:

\_\_\_\_\_  
\_\_\_\_\_

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:** \_\_\_\_\_

**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](http://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](mailto:jepatterson@cityofcarlsbadnm.com).

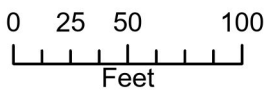
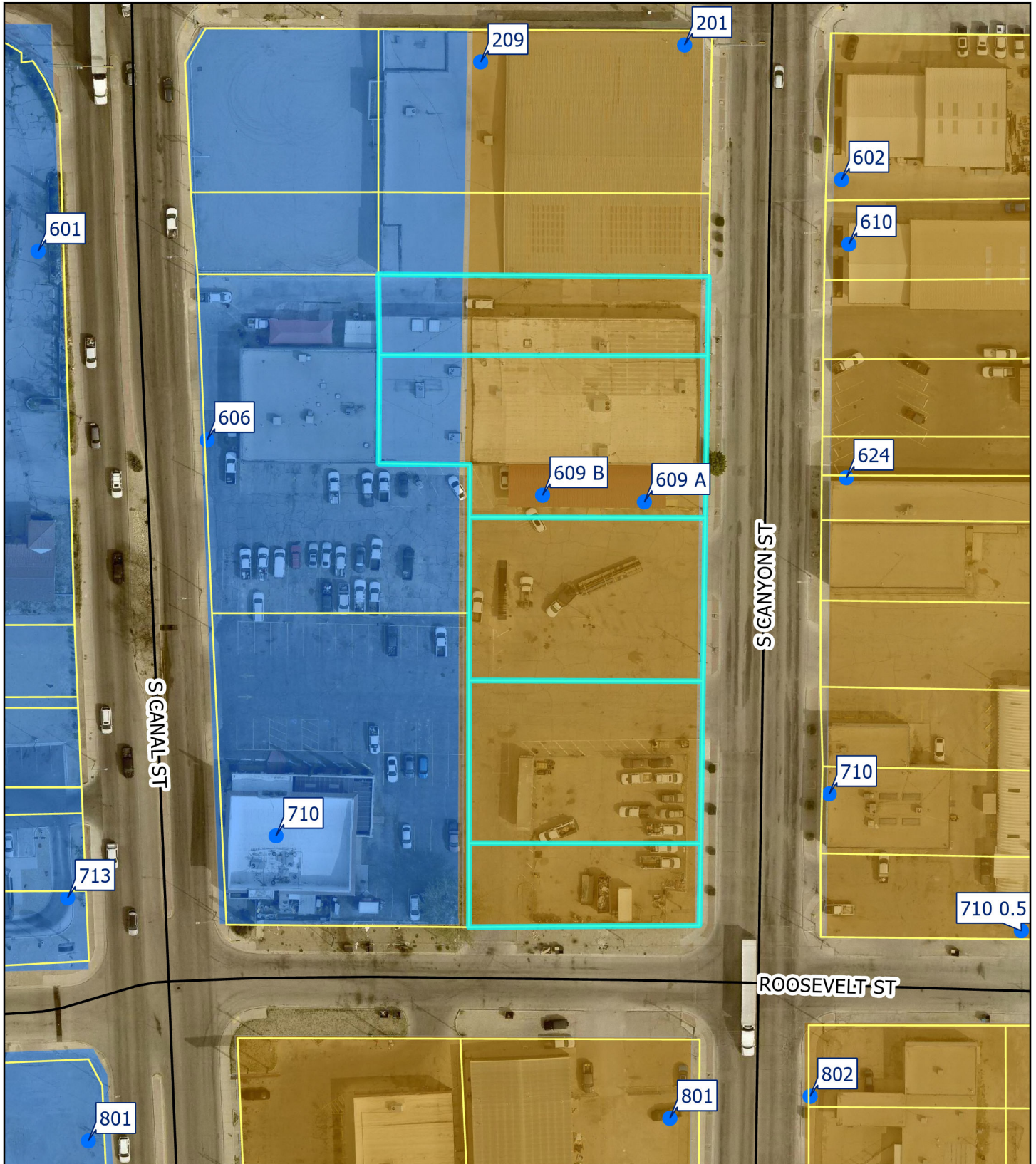
Sincerely,

Applicant/Agent



# Zone Change - 609 S. Canyon St. "I" Industrial District to "C-2" Commercial 2 District

Date: 11/3/2023



Zoning  
C-1

**Legend**  
C-2  
I  
PUD

R-1  
R-2  
R-R

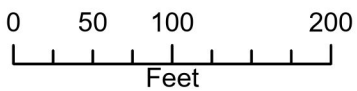






# Zone Change - 609 S. Canyon St. "I" Industrial District to "C-2" Commercial 2 District

Date: 11/3/2023



Zoning  
C-1

**Legend**  
C-2  
I  
PUD

R-1  
R-2  
R-R



**CITY OF CARLSBAD**  
**AGENDA BRIEFING MEMORANDUM**

Meeting Date: 12/12/2023

<b>DEPARTMENT:</b> Planning & Regulation	<b>BY:</b> Jeff Patterson, Planning Director	<b>DATE:</b> 12/1/2023
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**SUBJECT:** Request for Zone Change from “R-1” Residential 1 District to “C-2” Commercial 2 District for a parcel totaling approximately 0.30 acres, located at 2609 Prospect Ave., legally described as North 100 ft of Lot 3, Block 6, Southridge 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/Owner:  
Jose Rocha & Hannia Carrasco  
PO Box 339  
Carlsbad, NM 88221

***\*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-1” Residential 1 District to “C-2” Commercial 2 District for a parcel totaling approximately 0.30 acres, located at 2609 Prospect Ave., legally described as North 100 ft of Lot 3, Block 6, Southridge Subdivision.

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

Section 56-40(e) states:

**(e) Commercial 2 (C-2) District.**

The Commercial 2 District is intended to accommodate community and regional-scale retail and commercial uses. Such uses are regulated in order to be compatible with surrounding uses and existing infrastructure.

Comprehensive Plan: Strategy 2040 goals and policies that are applicable to this request are:

**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.

**Chapter 6: Economic Development**

**Objectives:**

- To support locally-owned, small business development and retention

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 November 6, 2023, the Planning and Zoning Commission considered this item and voted to recommend **denial** with a vote of four (4) in favor of denial, none (0) against, one (1) absent and none (0) abstain.

**DEPARTMENT RECOMMENDATION (please check):**

	Approval	Denial	n/a		Approval	Denial	n/a
Public Works	X		X	Planning, Eng. & Reg. Dept			
Fire Department		X		Code Enforcement Division			X
Legal Department		X		Planning Division		X	
Police Department		X		Projects Department			X
Utilities Department		X		Building Division			X

**DEPARTMENT COMMENTS:**

Public Works: Recommend approval.

Utilities Department: Recommend denial.

Fire Department: Recommend denial.

Police Department: Recommend denial.

Legal Department: Recommend denial.

Planning Department: Recommend denial.

Code Enforcement: No comment.

Building Department: No comment.



**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: 12/06/2023

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

ORDINANCE NO. 2023-29

AN ORDINANCE REZONING PART OF "R-1" RESIDENTIAL 1 DISTRICT TO "C-2" COMMERCIAL 2 DISTRICT FOR AN APPROXIMATELY 0.30 ACRE PROPERTY, LOCATED AT 2609 PROSPECT AVE., LEGALLY DESCRIBED AS NORTH 100' OF LOT 3, BLOCK 6, SOUTHRIDGE 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-1" Residential 1 District to "C-2" Commercial 2 District, for an approximately 0.30 acre property, located at 2609 Prospect Ave., legally described as:

NORTH 100' OF LOT 3, BLOCK 6, SOUTHRIDGE SUBDIVISION

INTRODUCED, PASSED, ADOPTED AND APPROVED this 12<sup>th</sup> day of December, 2023.

---

DALE JANWAY, MAYOR

ATTEST:

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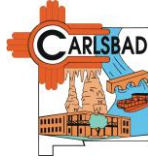
CITY CLERK

**MINUTES OF THE REGULAR MEETING OF THE**

**City of Carlsbad  
Planning & Zoning Commission**

**Monday, November 6, 2023 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, November 6, 2023 at 5:00 PM  
Janell Whitlock Municipal Complex Council Chambers  
114 S. Halagueno Street  
GoToMeeting ID: 545-099-301  
US Phone: +1 (646) 749-3122 Access Code: 545-099-301

1. Roll call of voting members and determination of quorum
2. Approval of Agenda
3. Approval of Minutes from the Meeting held October 12, 2023
4. Consider a request for a Conditional Use Permit to allow a Home Occupation – Personal Service to operate at the property located at 106 Doporto Ct., zoned “R-1” Residential 1 District
5. Consider a request for a Conditional Use Permit to allow Personal Service to operate at the property located at 502 W. Bonbright St., zoned “R-2” Residential 2 District
6. Consider a request for a Conditional Use Permit to allow a Home Occupation – Personal Service to operate at the property located at 1023 Murray Dr., zoned “R-R” Rural Residential District
7. Consider a request for a Variance from Sec. 56-90(b) of the Carlsbad Code of Ordinances to allow a reduction in the required rear setback from 10’ to 9’ for the property located at 3734 Honeysuckle Dr., zoned “R-1” Residential 1 District
8. Consider a recommendation to the City Council regarding a request to change the zoning at 609 S. Canyon St. from “I” Industrial District to “C-2” Commercial 2 District, legally described as S 50’ of Lot 2 and all Lots 3 & 4, Block 182 Bock Subdivision
9. Consider a recommendation to the City Council regarding a request to change the zoning at 2609 Prospect Ave., St. from “R-1” Residential 1 District to “C-2” Commercial 2 District, legally described as North 100 ft of Lot 3, Block 6, Southridge Subdivision
10. Consider a recommendation to the City Council regarding a request to change the zoning at 2908 San Jose Blvd. from “R-1” Residential 1 District to “R-2” Residential 2 District, legally described as the Lots 19 & 20, Block 6, Southridge Subdivision

11. Consider a recommendation to the City Council regarding a request to change the zoning from “R-R” Rural Residential District to “R-2” Residential 2 District, for the 8.74 acres legally described as Tract B, Albright Replat #3.
12. Report regarding Summary Review Subdivisions
13. Adjourn



**FOR INFORMATION ONLY**

Agendas and Planning and Zoning Commission meeting minutes are available on the City website:  
[cityofcarlsbadnm.com](http://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, December 4, 2023 at 5:00 p.m.

<p>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.</p>
---

**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, NOVEMBER 6, 2023 AT 5:00 P.M.**

**VOTING MEMBERS PRESENT:**

<b>BRAD NESSER</b>	<b>COMMISSIONER</b>
<b>VALERIE BRANSON</b>	<b>COMMISSIONER</b>
<b>TRENT CORNUM</b>	<b>COMMISSIONER</b>
<b>LINDA WILSON</b>	<b>COMMISSIONER</b>

**VOTING MEMBERS ABSENT:**

<b>JAMES MCCORMICK</b>	<b>CHAIRPERSON</b>
------------------------	--------------------

**EX-OFFICIO MEMBERS PRESENT:**

<b>JEFF PATTERSON</b>	<b>PLANNING DIRECTOR</b>
<b>TRYSHA ORTIZ</b>	<b>DEPUTY PLANNING DIRECTOR</b>

**SECRETARY PRESENT:**

<b>VANESSA ORNELAS</b>	<b>PLANNING AND REGULATION DEPARTMENT SECRETARY</b>
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**OTHERS PRESENT:**

<b>MELISSA BRITO</b>	<b>502 W BONBRIGHT</b>
<b>JULIE RUIZ</b>	<b>502 W BONBRIGHT</b>
<b>MELVIN PYEATT</b>	<b>413 HAMILTON</b>
<b>RUBEN PARRA</b>	<b>106 DOPORTO CT</b>
<b>VANESSA PARRA</b>	<b>106 DOPORTO CT</b>
<b>CAS TABOR</b>	<b>1720 SANDY LN</b>
<b>JOE HAYS</b>	<b>3908 PAT GARRETT</b>
<b>BRIAN NAVARRETTE</b>	<b>2908 SAN JOSE BLVD</b>
<b>GLORIA RAMOS</b>	<b>2612 PROSPECT ST</b>
<b>COURTNEY MACK</b>	<b>1023 MURRAY DR</b>
<b>JOSHUA MACK</b>	<b>1023 MURRAY DR</b>
<b>RAYMOND PETERS</b>	<b>806 COLONIAL CT</b>
<b>BANI SAND HU</b>	<b>5012 NATIONAL PARKS</b>
<b>KARN SAND HU</b>	<b>5012 NATIONAL PARKS</b>
<b>GILBERT RAMOS</b>	<b>2612 PROSPECT ST</b>
<b>HANNIA CARRASCO</b>	<b>(Via Virtual Meeting)</b>

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

0:00:00      Start Recording [5:00:28 PM]

0:00:30      **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. Cornum, Ms. Branson Mr. Nesser, and Ms. Wilson.** Absent—**Mr. McCormick.**

0:01:46

## 2. Approval of Agenda

**Mr. Patterson** noted the following revisions to the agenda:

- Item number 7 states the request is to allow a reduction in the required rear setback from 10' to 9', which should read to allow a reduction in the required rear setback from 20' to 19'
- Item number 10 states the request to change the zoning at 2908 San Jose Blvd. from "R-1" Residential 1 District to "R-2" Residential 2 District, which should read to change the zoning at 2908 San Jose Blvd. from "R-1" Residential 1 District to "C-1" Commercial 1 District
- Item number 11 was pulled at the request of the applicant. The item will be reviewed at the Planning and Zoning meeting scheduled for December 4, 2023.

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

0:02:22

## 3. Approval of Minutes from the Meeting held October 12, 2023

**Mr. Cornum** made a motion to approve the Minutes from the special meeting held on October 12, 2023; **Ms. Wilson** seconded the motion. The vote was as follows: Yes— **Mr. Nesser, Mr. Cornum, Ms. Wilson, and Ms. Branson**. No—None. Absent— **Mr. McCormick**. Abstained—None. The motion carried.

0:02:31

## 4. Consider a request for a Conditional Use Permit to allow a Home Occupation – Personal Service to operate at the property located at 106 Doporto Ct., zoned "R-1" Residential 1 District

**Vanessa and Ruben Parra** approached the podium. **Mr. Patterson** explained the applicant has submitted a request to consider a Conditional Use Permit to allow a Home Occupation – Personal Service to operate at the property located at 106 Doporto Ct., zoned "R-1" Residential 1 District. Based on a review of the application materials and staff comments, the Planning Department recommends approval of this request. **Mr. Parra** explained that Ms. Parra finished cosmetology school and would like to open a salon. He also explained that the area they live in is a dead-end street and would not interfere with traffic. No public comments were made.

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

0:06:57

## 5. Consider a request for a Conditional Use Permit to allow Personal Service to operate at the property located at 502 W. Bonbright St., zoned "R-2" Residential 2 District

**Melissa Brito and Julie Ruiz** approached the podium. **Mr. Patterson** explained the applicant has submitted a request to consider a Conditional Use Permit to allow Personal Service to operate at the property located at 502 W. Bonbright St., zoned "R-2" Residential 2 District. Based on a review of the application materials and staff comments, the Planning Department recommends approval of this request. **Ms. Ruiz** explained since purchasing the property, they have placed a 7' fence around the building. **Ms. Brito** explained that on the Northwest side of the property, there is

plenty of space for parking. **Ms. Ruiz** explained the variety of services to be held at the location. She stated the parking space would allow up to 8 vehicles to be parked at the business. **Mr. Nesser** asked will plans be presented to the Building Department for the parking lot. **Ms. Brito** stated she would provide any information that is needed to move forward with her business. **Mr. Cornum** asked what the upgrade plan is for the parking lot. **Ms. Brito** mentioned wanting to place gravel down for the parking lot. **Mr. Nesser** mentioned the city may request a Handicap parking space. **Ms. Brito** agreed to follow up with the Planning Department. No public comments were made.

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

0:13:11                    **6. Consider a request for a Conditional Use Permit to allow a Home Occupation – Personal Service to operate at the property located at 1023 Murray Dr., zoned “R-R” Rural Residential District**

**Courtney and Joshua Mack** approached the podium. **Mr. Patterson** explained the applicant has submitted a request to consider a Conditional Use Permit to allow a Home Occupation – Personal Service to operate at the property located at 1023 Murray Dr., zoned “R-R” Rural Residential District. Based on a review of the application materials and staff comments, the Planning Department recommends approval of this request. **Ms. Mack** explained the business would not interfere with traffic or on-street parking. She also mentioned the clients will be seen by appointment only. No public comments were made.

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

0:17:47                    **7. Consider a request for a Variance from Sec. 56-90(b) of the Carlsbad Code of Ordinances to allow a reduction in the required rear setback from 20’ to 19’ for the property located at 3734 Honeysuckle Dr., zoned “R-1” Residential 1 District**

**Joe Hays and Melvin Pyeatt** approached the podium. **Mr. Patterson** explained the applicant has submitted a request to consider a Variance from Sec. 56-90(b) of the Carlsbad Code of Ordinances to allow a reduction in the required rear setback from 20’ to 19’ for the property located at 3734 Honeysuckle Dr., zoned “R-1” Residential 1 District. Based on a review of the application materials and staff comments, the Planning Department recommends approval of this request. **Mr. Hays** explained they built the structure before realizing the 1’ encroachment on the rear setback. No Public comments were made.

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

0:21:18                    **8. Consider a recommendation to the City Council regarding a request to change the zoning at 609 S. Canyon St. from “I” Industrial District to “C-2” Commercial 2 District, legally described as S 50’ of Lot 2 and all Lots 3 & 4, Block 182 Bock Subdivision**



**Cas Tabor** approached the podium. **Mr. Patterson** explained the applicant has submitted a request to change the zoning at 609 S. Canyon St. from “I” Industrial District to “C-2” Commercial 2 District, legally described as S 50’ of Lot 2 and all Lots 3 & 4, Block 182 Bock Subdivision. Based on a review of the application materials and staff comments, the Planning Department recommends approval of this request. **Mr. Tabor** explained the property in question was zoned Industrial because there was once a sugar beet factory at the property and it was never re-zoned. He also pointed out the surrounding properties are zoned Commercial. No public comments were made.

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

0:25:47                    **9. Consider a recommendation to the City Council regarding a request to change the zoning at 2609 Prospect Ave., St. from “R-1” Residential 1 District to “C-2” Commercial 2 District, legally described as North 100 ft. of Lot 3, Block 6, Southridge Subdivision**

**Hannia Carrasco** addressed the Commission via virtual meeting. **Mr. Patterson** explained the applicant has submitted a request to change the zoning at 2609 Prospect Ave., St. from “R-1” Residential 1 District to “C-2” Commercial 2 District, legally described as North 100 ft. of Lot 3, Block 6, Southridge Subdivision. Based on a review of the application materials and staff comments, the Planning Department recommends denial of this request. **Ms. Carrasco** explained she wants to place an 80’ x 60’ shop. She wants to open an auto mechanic shop on the property. **Mr. Nesser** opened public comment. **Gloria Ramos and Gilbert Ramos** approach the podium opposed to the zone change. **Ms. Ramos** explains that there are many children in the area as well as senior citizens who are consistently out in the neighborhood. She explained that there are no sidewalks for the residents to use, children and pedestrians are using the roadway to get around. She believes the auto mechanic shop will bring more traffic which will cause more hazards for the residents in the area. **Ms. Ramos** also mentioned the bus stop is across from the property in question. No other public comments were made. **Ms. Wilson** pointed out that the surrounding properties are residential only.

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

0:32:47                    **10. Consider a recommendation to the City Council regarding a request to change the zoning at 2908 San Jose Blvd. from “R-1” Residential 1 District to “C-1” Commercial 1 District, legally described as the Lots 19 & 20, Block 6, Southridge Subdivision**

**Brian Navarette and Raymond Peters** approached the podium. **Mr. Patterson** explained the applicant has submitted a request to change the zoning at 2908 San Jose Blvd. from “R-1” Residential 1 District to “C-1” Commercial 1 District, legally described as the Lots 19 & 20, Block 6, Southridge Subdivision. Based on a review of the application materials and staff comments, the Planning Department recommends approval of this request. **Mr. Peters** explained they would like to place affordable lodging which would consist of 6 Units and 30 rooms. **Mr.**

**Navarette** explained that the property is on a much smaller scale than the previous location on National Parks Hwy. No public comments were made. **Mr. Cornum** inquired about the cosmetic upkeep. **Mr. Peters** explained they are partnering with the current owners of the National Parks Hwy location they will be able to keep up with trash and weeds. He also mentioned they would place a fence as well as landscape the property to be more aesthetically pleasing to the neighboring residence. **Bani Sand Hu** approached the podium. **Ms. Sand Hu** explained that the property on National Parks was too large to maintain alone. She also explained it was not easy to keep up with the trash that comes from the littered highway. **Mr. Cornum** explained with approval the upkeep then becomes a Code Enforcement issue and leaves the Planning and Zoning Commission purview. **Ms. Branson** inquired as to why the Fire and Police Departments recommended denial. **Mr. Patterson** explained the Fire and Police Department did not agree to commercial zoning in the middle of residential zoning. He also explained that the hearing for this item is only to approve the zone change and stipulations could not be placed on the item to be approved.

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

0:50:00                    **11. Consider a recommendation to the City Council regarding a request to change the zoning from “R-R” Rural Residential District to “R-2” Residential 2 District, for the 8.74 acres legally described as Tract B, Albright Replat #3.**

The item was pulled at the request of the applicant. The item will be reviewed at the Planning and Zoning meeting scheduled for December 4, 2023.

0:50:10                    **12. Report regarding Summary Review Subdivisions**

**Mr. Patterson** reported on the Summary Reviews. Nothing unusual was noted.

0:51:52                    **13. Adjourn**

The meeting was adjourned.

0:51:58                    Stop Recording [5:52:27 PM]

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date



CITY OF CARLSBAD

Planning, Engineering, and Regulation Department

PO Box 1569, Carlsbad, NM 88221

Phone (575) 885-1185

Fax (575) 628-8379

ZONING CHANGE APPLICATION

Sec. 56-150(b)

pd cash

Application Date: 10-6-23

Existing Zoning: R-1

Fee Paid (\$100.00): 1100.00

Proposed Zoning: C-2

APPLICANT INFORMATION:

Hannia Carrasco P.O. Box 339
NAME ADDRESS
Carlsbad NM 88221 7132969229 hanniac12@gmail.com
CITY STATE ZIP PHONE EMAIL

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

Jose Rocha, Hannia Carrasco P.O. Box 339
NAME ADDRESS
Carlsbad NM 88221 7132969229 hanniac12@gmail.com
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):

North 100 feet of Lot 3, Block 6 Southridge Subdivision
ADDRESS LOT BLOCK SUBDIVISION

UPC# 4-157-129-293-288

**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:

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

STATE OF NEW MEXICO )
) SS
COUNTY OF EDDY )

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

ADDRESS OF PROPERTY: \_\_\_\_\_
STREET ADDRESS

LEGAL DESSCRPTION: \_\_\_\_\_
SUBDIVISION BLOCK LOT OR TRACT

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

AGENT: \_\_\_\_\_
NAME PHONE
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
BY: \_\_\_\_\_
PRINTED NAME

ACKNOWLEDGED, SUBSCRIBED, AND SWORN
to before me this \_\_\_\_\_ day of \_\_\_\_\_,
20 \_\_\_\_, by \_\_\_\_\_.
Notary Public \_\_\_\_\_
My commission expires: \_\_\_\_\_

(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

10-9-23  
\_\_\_\_\_  
DATE

Sign issued by: \_\_\_\_\_  
Staff Member

Date: 10-6-2023

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: Jose Rocha P.O. Box 339 Carlsbad NM 88221 713-296-9229  
Name Address Phone

Subject Site Location: North 100ft of Lot 3, Block 6, Southridge Subdivision  
Carlsbad NM, 88220

The proposed action is a:

Zoning Change from R-1 to C-2 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:

\_\_\_\_\_  
\_\_\_\_\_

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: 11-6-2023

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](http://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](mailto:jepatterson@cityofcarlsbadnm.com).

Sincerely,



Applicant/Agent

Tracking #: 9407111206209906867015  
Certified [\$8.00]

Shipment-----

USPS First Class Mail

Ship To:  
PROPERTY OWNER  
PO BOX 3093  
LUBBOCK, TX 79452-3093

Package ID: 478426 9.40  
Tracking #: 9407111206209906883374  
Certified [\$8.00]

Shipment-----

USPS First Class Mail

Ship To:  
PROPERTY OWNER  
2601 CARVER ST  
CARLSBAD, NM 88220-4710

Package ID: 478427 9.40  
Tracking #: 9407111206209906882308  
Certified [\$8.00]

Shipment-----

USPS First Class Mail

Ship To:  
PROPERTY OWNER  
2608 PROSPECT ST  
CARLSBAD, NM 88220-4787

Package ID: 478428 9.40  
Tracking #: 9407111206209906888584  
Certified [\$8.00]

Copies 10 @ 0.18 1.80 TX

SUBTOTAL	86.40
TAX	
State Tax on 1.80	0.14
TOTAL	86.54
TEND Credit Card	86.54

Total shipments: 9  
JOSE ROCHA

#356350 10/09/2023 04:00 PM  
Workstation: 18 - Register 2

Values up to \$100 are insured at no charge on packages shipped by UPS and FedEx. Additional value must have added insurance to cover the value declared. Purchase of insurance in no way guarantees payment of that amount. Verification of value must be presented at time of claim and must be within 15 days after delivery.

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Tracking #: 9407111206209906821505  
Certified [\$8.00]

Shipment-----

USPS First Class Mail

Ship To:

PROPERTY OWNER  
2702 PROSPECT ST  
CARLSBAD, NM 88220-4760

Package ID: 478421 9.40  
Tracking #: 9407111206209906854459  
Certified [\$8.00]

Shipment-----

USPS First Class Mail

Ship To:

PROPERTY OWNER  
2009 SAN JOSE BLVD  
CARLSBAD, NM 88220-5426

Package ID: 478422 9.40  
Tracking #: 9407111206209906858839  
Certified [\$8.00]

Shipment-----

USPS First Class Mail

Ship To:

PROPERTY OWNER  
2704 SAN JOSE BLVD  
CARLSBAD, NM 88220-4756

Package ID: 478423 9.40  
Tracking #: 9407111206209906869606  
Certified [\$8.00]

Shipment-----

USPS First Class Mail

Ship To:

PROPERTY OWNER  
1208 NORMANDY ST  
CARLSBAD, NM 88220-4327

Package ID: 478424 9.40  
Tracking #: 9407111206209906862133  
Certified [\$8.00]

Shipment-----

USPS First Class Mail

Ship To:

PROPERTY OWNER  
317 ETTED ST



## CITY OF CARLSBAD

*Planning, Engineering, and Regulation Department*

PO Box 1569, Carlsbad, NM 88221

Phone (575) 885-1185

Fax (575) 628-8379

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# ZONING CHANGE APPLICATION

Sec. 56-150(b)

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## PROCESS FOR ACCEPTANCE AND REVIEW OF PLANNING AND ZONING COMMISSION MATTERS

1. The Planning and Zoning Commission's regularly scheduled meetings are on the **FIRST MONDAY OF THE MONTH**. Applicant should obtain an Application Packet for the particular type of request (Zone Change, Subdivision, Variance, Annexation, Conditional Use, etc.) from the City of Carlsbad, Planning, Engineering, and Regulation Office.
2. **Applicant must submit a completed Application to the Planning, Engineering, and Regulation Office on, or before, the FIRST FRIDAY OF THE MONTH prior to the desired Commission meeting.** The minimum application packet submittal is one (1) copy of the Application with original signatures and all required supporting documents. A letter of explanation or clarification may also be provided. The required non-refundable application fee is due with submittal of the application.  
  
The desired maximum size for all documents is 11"x17". **However, if the applicant wishes to support his or her application with larger size documents, an original and eight (8) copies need to be provided.** Separate arrangements for copying these large documents may be possible, but will incur additional costs.
3. The Planning, Engineering, and Regulation Office will give the Application an initial cursory review. If deficiencies or questions are noted, the Applicant will be advised and provided an opportunity to supplement the Application. If the Applicant fails to complete and resubmit the application prior to the above deadline, the matter will not be heard until the next subsequent Commission meeting. The original application fee will be retained and will suffice for the specific original application for a period of 90-days from the date of the original application.
4. Applications appearing complete will be set for full evaluation by City Staff prior to the Commission meeting. The purpose of this evaluation is to develop and provide a full briefing report for the Commission. Applicants will be advised of deficiencies noted during this review and will be afforded opportunity to supplement their application during their presentation to the Commission, if they so desire.

## **ADDITIONAL PROCEDURAL REQUIREMENTS FOR ZONING CHANGES:**

- 1) **PRESENCE AT MEETING:** The Planning and Zoning Commission will vote to recommend to the City Council approval or denial of request. Applicant or his/her representative must be present to address any questions that Planning and Zoning Commissioners may have.
- 2) **CITY COUNCIL SETS A HEARING DATE:** After the Planning and Zoning Commission has made a recommendation on the request, the City Council (at their next regular meeting) will set a date for a public hearing. The date will be set for a regularly scheduled City Council meeting a minimum of 30 days from that date. A “notice of public hearing” is published in the Current Argus at least 30 days prior to the hearing.
- 3) **NOTIFICATION:** The applicant shall mail notice of the Planning and Zoning Commission meeting, via certified mail, to all property owners within one-hundred feet (100’) of the subject site. Evidence of such notification shall be provided with the application. In addition, the applicant shall post a sign, provided by the City, at the property at least 5 days prior to the public hearing. At least fifteen (15) days prior to the City Council hearing, the City will notify adjacent property owners within 100’ of the subject property via first-class mail for properties greater than one (1) block in size, or via certified mail for properties one (1) block or less in size. The notification will include a description of the request, applicant’s information, legal description of subject property, and the date of the hearing.
- 4) **PUBLIC HEARING:** The Public Hearing will be held during a regularly scheduled City Council meeting, and the applicant or his/her representative **MUST BE PRESENT** to address any questions that the Mayor or Council members may have.
- 5) **ZONING CHANGE IS FINAL:** If the City Council approves the zone change, the ordinance is published in the Current Argus. The change is considered final five (5) days after publication.

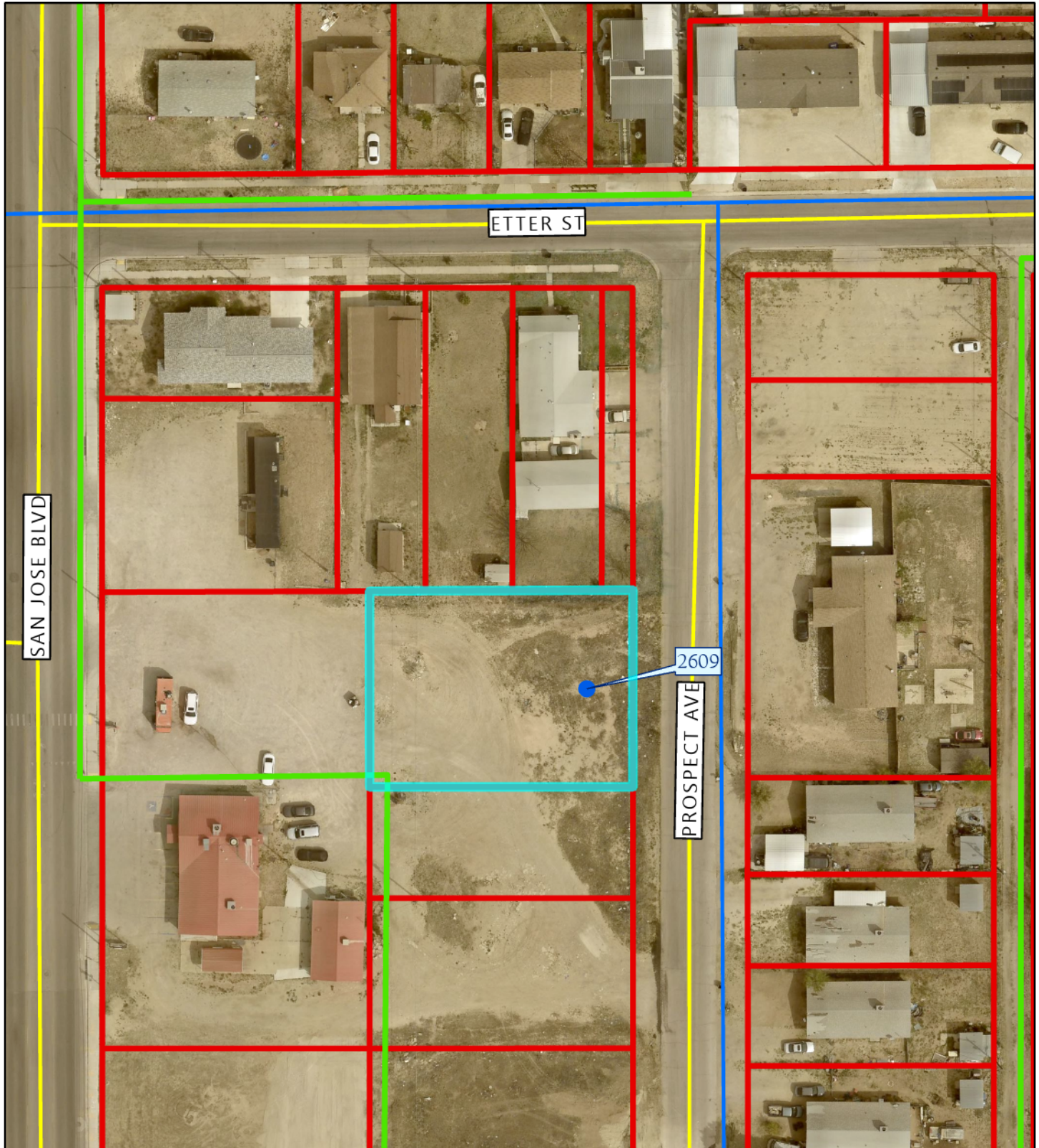


Scale: 1:840  
1 inch = 70 Feet

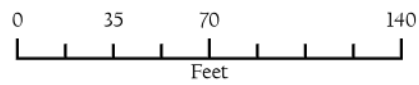
# Zone Change Carlsbad, NM

Map # 2908\_ed01

Date: 11/3/2023



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



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

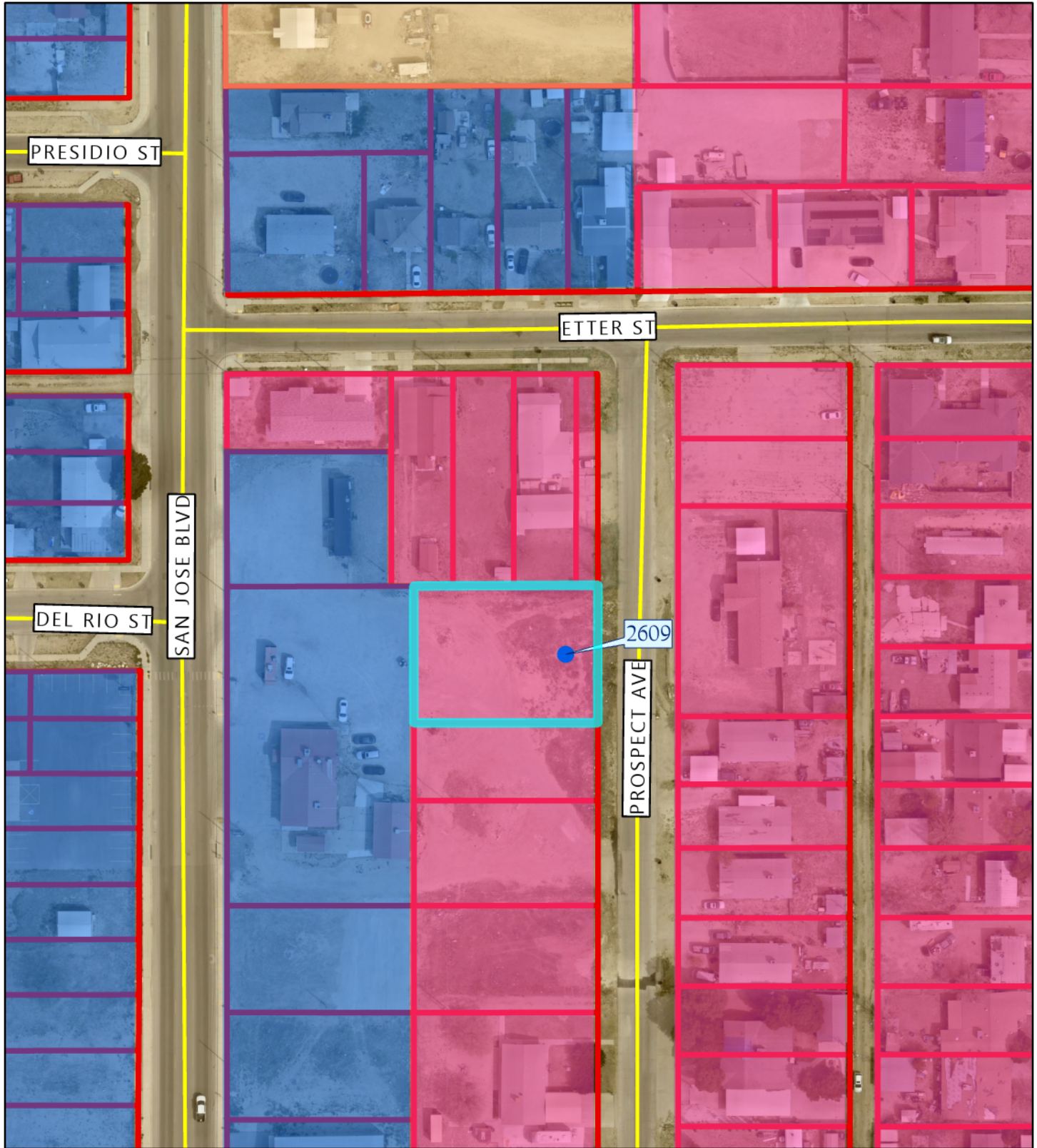




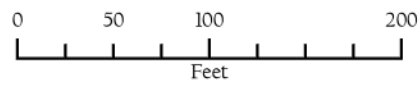
Scale: 1:1,200  
1 inch = 100 Feet

# Zone Change Carlsbad, NM

Map # 2908\_ed02  
Date: 11/3/2023



- Carlsbad Address
- Roads
- ▭ Parcel
- C-2
- R-1
- R-2



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



**CITY OF CARLSBAD**  
**AGENDA BRIEFING MEMORANDUM**

Meeting Date: 12/12/2023

<b>DEPARTMENT:</b> Planning & Regulation	<b>BY:</b> Jeff Patterson, Planning Director	<b>DATE:</b> 12/1/2023
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**SUBJECT:** Request for Zone Change from "R-1" Residential 1 District to "C-1" Commercial 1 District for a parcel totaling approximately 0.94 acres, located at 2908 San Jose Blvd., legally described as Lots 19 & 20, Block 6, Southridge 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/Owner:  
Raymond Peters  
806 Colonial Ct.  
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-1" Residential 1 District to "C-1" Commercial 1 District for a parcel totaling approximately 0.94 acres, located at 2908 San Jose Blvd., legally described as Lots 19 & 20, Block 6, Southridge Subdivision.

The properties to the north, south east & west are zoned "R-1" Residential 1 District. This request would 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.

Comprehensive Plan: Strategy 2040 goals and policies that are applicable to this request are:

**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.

**Chapter 6: Economic Development**

**Objectives:**

- To support locally-owned, small business development and retention

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 November 6, 2023, the Planning and Zoning Commission considered this item and recommended approval with a vote of four (4) in favor of approval, none (0) against, one (1) absent and none (0) abstain.

**DEPARTMENT RECOMMENDATION (please check):**

	Approval	Denial	n/a		Approval	Denial	n/a
Public Works			X	Planning, Eng. & Reg. Dept			
Fire Department		X		Code Enforcement Division			X
Legal Department	X			Planning Division		X	
Police Department		X		Projects Department			X
Utilities Department		X		Building Division			X

**DEPARTMENT COMMENTS:**

Public Works: No comment

Utilities Department: Recommend denial

Building Department: No comment

Fire Department: Recommend denial

Police Department: Recommend denial

Code Enforcement: No comment

Legal Department: Recommend approval

Planning Department: Recommend denial

**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: 12/06/2023

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



ORDINANCE NO. 2023-30\_\_

AN ORDINANCE REZONING PART OF "R-1" RESIDENTIAL 1 DISTRICT TO "C-1" COMMERCIAL 1 DISTRICT FOR AN APPROXIMATELY 0.94 ACRE PROPERTY, LOCATED AT 2908 SAN JOSE BLVD., LEGALLY DESCRIBED AS LOTS 19 & 20, BLOCK 6, SOUTHRIDGE 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-1" Residential 1 District to "C-1" Commercial 1 District, for an approximately 0.94 acre property, located at 2908 San Jose Blvd., legally described as:

LOT 19 & 20, BLOCK 6, SOUTHRIDGE SUBDIVISION

INTRODUCED, PASSED, ADOPTED AND APPROVED this 12<sup>th</sup> day of December, 2023.

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DALE JANWAY, MAYOR

ATTEST:

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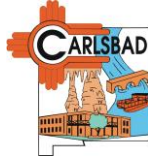
CITY CLERK

**MINUTES OF THE REGULAR MEETING OF THE**

**City of Carlsbad  
Planning & Zoning Commission**

**Monday, November 6, 2023 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, November 6, 2023 at 5:00 PM  
Janell Whitlock Municipal Complex Council Chambers  
114 S. Halagueno Street  
GoToMeeting ID: 545-099-301  
US Phone: +1 (646) 749-3122 Access Code: 545-099-301

1. Roll call of voting members and determination of quorum
2. Approval of Agenda
3. Approval of Minutes from the Meeting held October 12, 2023
4. Consider a request for a Conditional Use Permit to allow a Home Occupation – Personal Service to operate at the property located at 106 Doporto Ct., zoned “R-1” Residential 1 District
5. Consider a request for a Conditional Use Permit to allow Personal Service to operate at the property located at 502 W. Bonbright St., zoned “R-2” Residential 2 District
6. Consider a request for a Conditional Use Permit to allow a Home Occupation – Personal Service to operate at the property located at 1023 Murray Dr., zoned “R-R” Rural Residential District
7. Consider a request for a Variance from Sec. 56-90(b) of the Carlsbad Code of Ordinances to allow a reduction in the required rear setback from 10’ to 9’ for the property located at 3734 Honeysuckle Dr., zoned “R-1” Residential 1 District
8. Consider a recommendation to the City Council regarding a request to change the zoning at 609 S. Canyon St. from “I” Industrial District to “C-2” Commercial 2 District, legally described as S 50’ of Lot 2 and all Lots 3 & 4, Block 182 Bock Subdivision
9. Consider a recommendation to the City Council regarding a request to change the zoning at 2609 Prospect Ave., St. from “R-1” Residential 1 District to “C-2” Commercial 2 District, legally described as North 100 ft of Lot 3, Block 6, Southridge Subdivision
10. Consider a recommendation to the City Council regarding a request to change the zoning at 2908 San Jose Blvd. from “R-1” Residential 1 District to “R-2” Residential 2 District, legally described as the Lots 19 & 20, Block 6, Southridge Subdivision

11. Consider a recommendation to the City Council regarding a request to change the zoning from “R-R” Rural Residential District to “R-2” Residential 2 District, for the 8.74 acres legally described as Tract B, Albright Replat #3.
12. Report regarding Summary Review Subdivisions
13. Adjourn



**FOR INFORMATION ONLY**

Agendas and Planning and Zoning Commission meeting minutes are available on the City website:

[cityofcarlsbadnm.com](http://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, December 4, 2023 at 5:00 p.m.

<p>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.</p>
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**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, NOVEMBER 6, 2023 AT 5:00 P.M.**

**VOTING MEMBERS PRESENT:**

<b>BRAD NESSER</b>	<b>COMMISSIONER</b>
<b>VALERIE BRANSON</b>	<b>COMMISSIONER</b>
<b>TRENT CORNUM</b>	<b>COMMISSIONER</b>
<b>LINDA WILSON</b>	<b>COMMISSIONER</b>

**VOTING MEMBERS ABSENT:**

<b>JAMES MCCORMICK</b>	<b>CHAIRPERSON</b>
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**EX-OFFICIO MEMBERS PRESENT:**

<b>JEFF PATTERSON</b>	<b>PLANNING DIRECTOR</b>
<b>TRYSHA ORTIZ</b>	<b>DEPUTY PLANNING DIRECTOR</b>

**SECRETARY PRESENT:**

<b>VANESSA ORNELAS</b>	<b>PLANNING AND REGULATION DEPARTMENT SECRETARY</b>
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**OTHERS PRESENT:**

<b>MELISSA BRITO</b>	<b>502 W BONBRIGHT</b>
<b>JULIE RUIZ</b>	<b>502 W BONBRIGHT</b>
<b>MELVIN PYEATT</b>	<b>413 HAMILTON</b>
<b>RUBEN PARRA</b>	<b>106 DOPORTO CT</b>
<b>VANESSA PARRA</b>	<b>106 DOPORTO CT</b>
<b>CAS TABOR</b>	<b>1720 SANDY LN</b>
<b>JOE HAYS</b>	<b>3908 PAT GARRETT</b>
<b>BRIAN NAVARRETTE</b>	<b>2908 SAN JOSE BLVD</b>
<b>GLORIA RAMOS</b>	<b>2612 PROSPECT ST</b>
<b>COURTNEY MACK</b>	<b>1023 MURRAY DR</b>
<b>JOSHUA MACK</b>	<b>1023 MURRAY DR</b>
<b>RAYMOND PETERS</b>	<b>806 COLONIAL CT</b>
<b>BANI SAND HU</b>	<b>5012 NATIONAL PARKS</b>
<b>KARN SAND HU</b>	<b>5012 NATIONAL PARKS</b>
<b>GILBERT RAMOS</b>	<b>2612 PROSPECT ST</b>
<b>HANNIA CARRASCO</b>	<b>(Via Virtual Meeting)</b>

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

0:00:00      Start Recording [5:00:28 PM]

0:00:30      **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. Cornum, Ms. Branson Mr. Nesser, and Ms. Wilson.** Absent—**Mr. McCormick.**

0:01:46

**2. Approval of Agenda**

**Mr. Patterson** noted the following revisions to the agenda:

- Item number 7 states the request is to allow a reduction in the required rear setback from 10' to 9', which should read to allow a reduction in the required rear setback from 20' to 19'
- Item number 10 states the request to change the zoning at 2908 San Jose Blvd. from "R-1" Residential 1 District to "R-2" Residential 2 District, which should read to change the zoning at 2908 San Jose Blvd. from "R-1" Residential 1 District to "C-1" Commercial 1 District
- Item number 11 was pulled at the request of the applicant. The item will be reviewed at the Planning and Zoning meeting scheduled for December 4, 2023.

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

0:02:22

**3. Approval of Minutes from the Meeting held October 12, 2023**

**Mr. Cornum** made a motion to approve the Minutes from the special meeting held on October 12, 2023; **Ms. Wilson** seconded the motion. The vote was as follows: Yes— **Mr. Nesser, Mr. Cornum, Ms. Wilson, and Ms. Branson**. No—None. Absent— **Mr. McCormick**. Abstained—None. The motion carried.

0:02:31

**4. Consider a request for a Conditional Use Permit to allow a Home Occupation – Personal Service to operate at the property located at 106 Doporto Ct., zoned "R-1" Residential 1 District**

**Vanessa and Ruben Parra** approached the podium. **Mr. Patterson** explained the applicant has submitted a request to consider a Conditional Use Permit to allow a Home Occupation – Personal Service to operate at the property located at 106 Doporto Ct., zoned "R-1" Residential 1 District. Based on a review of the application materials and staff comments, the Planning Department recommends approval of this request. **Mr. Parra** explained that Ms. Parra finished cosmetology school and would like to open a salon. He also explained that the area they live in is a dead-end street and would not interfere with traffic. No public comments were made.

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

0:06:57

**5. Consider a request for a Conditional Use Permit to allow Personal Service to operate at the property located at 502 W. Bonbright St., zoned "R-2" Residential 2 District**

**Melissa Brito and Julie Ruiz** approached the podium. **Mr. Patterson** explained the applicant has submitted a request to consider a Conditional Use Permit to allow Personal Service to operate at the property located at 502 W. Bonbright St., zoned "R-2" Residential 2 District. Based on a review of the application materials and staff comments, the Planning Department recommends approval of this request. **Ms. Ruiz** explained since purchasing the property, they have placed a 7' fence around the building. **Ms. Brito** explained that on the Northwest side of the property, there is

plenty of space for parking. **Ms. Ruiz** explained the variety of services to be held at the location. She stated the parking space would allow up to 8 vehicles to be parked at the business. **Mr. Nesser** asked will plans be presented to the Building Department for the parking lot. **Ms. Brito** stated she would provide any information that is needed to move forward with her business. **Mr. Cornum** asked what the upgrade plan is for the parking lot. **Ms. Brito** mentioned wanting to place gravel down for the parking lot. **Mr. Nesser** mentioned the city may request a Handicap parking space. **Ms. Brito** agreed to follow up with the Planning Department. No public comments were made.

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

0:13:11                    **6. Consider a request for a Conditional Use Permit to allow a Home Occupation – Personal Service to operate at the property located at 1023 Murray Dr., zoned “R-R” Rural Residential District**

**Courtney and Joshua Mack** approached the podium. **Mr. Patterson** explained the applicant has submitted a request to consider a Conditional Use Permit to allow a Home Occupation – Personal Service to operate at the property located at 1023 Murray Dr., zoned “R-R” Rural Residential District. Based on a review of the application materials and staff comments, the Planning Department recommends approval of this request. **Ms. Mack** explained the business would not interfere with traffic or on-street parking. She also mentioned the clients will be seen by appointment only. No public comments were made.

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

0:17:47                    **7. Consider a request for a Variance from Sec. 56-90(b) of the Carlsbad Code of Ordinances to allow a reduction in the required rear setback from 20’ to 19’ for the property located at 3734 Honeysuckle Dr., zoned “R-1” Residential 1 District**

**Joe Hays and Melvin Pyeatt** approached the podium. **Mr. Patterson** explained the applicant has submitted a request to consider a Variance from Sec. 56-90(b) of the Carlsbad Code of Ordinances to allow a reduction in the required rear setback from 20’ to 19’ for the property located at 3734 Honeysuckle Dr., zoned “R-1” Residential 1 District. Based on a review of the application materials and staff comments, the Planning Department recommends approval of this request. **Mr. Hays** explained they built the structure before realizing the 1’ encroachment on the rear setback. No Public comments were made.

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

0:21:18                    **8. Consider a recommendation to the City Council regarding a request to change the zoning at 609 S. Canyon St. from “I” Industrial District to “C-2” Commercial 2 District, legally described as S 50’ of Lot 2 and all Lots 3 & 4, Block 182 Bock Subdivision**

**Cas Tabor** approached the podium. **Mr. Patterson** explained the applicant has submitted a request to change the zoning at 609 S. Canyon St. from “I” Industrial District to “C-2” Commercial 2 District, legally described as S 50’ of Lot 2 and all Lots 3 & 4, Block 182 Bock Subdivision. Based on a review of the application materials and staff comments, the Planning Department recommends approval of this request. **Mr. Tabor** explained the property in question was zoned Industrial because there was once a sugar beet factory at the property and it was never re-zoned. He also pointed out the surrounding properties are zoned Commercial. No public comments were made.

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

0:25:47                    **9. Consider a recommendation to the City Council regarding a request to change the zoning at 2609 Prospect Ave., St. from “R-1” Residential 1 District to “C-2” Commercial 2 District, legally described as North 100 ft. of Lot 3, Block 6, Southridge Subdivision**

**Hannia Carrasco** addressed the Commission via virtual meeting. **Mr. Patterson** explained the applicant has submitted a request to change the zoning at 2609 Prospect Ave., St. from “R-1” Residential 1 District to “C-2” Commercial 2 District, legally described as North 100 ft. of Lot 3, Block 6, Southridge Subdivision. Based on a review of the application materials and staff comments, the Planning Department recommends denial of this request. **Ms. Carrasco** explained she wants to place an 80’ x 60’ shop. She wants to open an auto mechanic shop on the property. **Mr. Nesser** opened public comment. **Gloria Ramos and Gilbert Ramos** approach the podium opposed to the zone change. **Ms. Ramos** explains that there are many children in the area as well as senior citizens who are consistently out in the neighborhood. She explained that there are no sidewalks for the residents to use, children and pedestrians are using the roadway to get around. She believes the auto mechanic shop will bring more traffic which will cause more hazards for the residents in the area. **Ms. Ramos** also mentioned the bus stop is across from the property in question. No other public comments were made. **Ms. Wilson** pointed out that the surrounding properties are residential only.

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

0:32:47                    **10. Consider a recommendation to the City Council regarding a request to change the zoning at 2908 San Jose Blvd. from “R-1” Residential 1 District to “C-1” Commercial 1 District, legally described as the Lots 19 & 20, Block 6, Southridge Subdivision**

**Brian Navarette and Raymond Peters** approached the podium. **Mr. Patterson** explained the applicant has submitted a request to change the zoning at 2908 San Jose Blvd. from “R-1” Residential 1 District to “C-1” Commercial 1 District, legally described as the Lots 19 & 20, Block 6, Southridge Subdivision. Based on a review of the application materials and staff comments, the Planning Department recommends approval of this request. **Mr. Peters** explained they would like to place affordable lodging which would consist of 6 Units and 30 rooms. **Mr.**



**Navarette** explained that the property is on a much smaller scale than the previous location on National Parks Hwy. No public comments were made. **Mr. Cornum** inquired about the cosmetic upkeep. **Mr. Peters** explained they are partnering with the current owners of the National Parks Hwy location they will be able to keep up with trash and weeds. He also mentioned they would place a fence as well as landscape the property to be more aesthetically pleasing to the neighboring residence. **Bani Sand Hu** approached the podium. **Ms. Sand Hu** explained that the property on National Parks was too large to maintain alone. She also explained it was not easy to keep up with the trash that comes from the littered highway. **Mr. Cornum** explained with approval the upkeep then becomes a Code Enforcement issue and leaves the Planning and Zoning Commission purview. **Ms. Branson** inquired as to why the Fire and Police Departments recommended denial. **Mr. Patterson** explained the Fire and Police Department did not agree to commercial zoning in the middle of residential zoning. He also explained that the hearing for this item is only to approve the zone change and stipulations could not be placed on the item to be approved.

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

0:50:00                    **11. Consider a recommendation to the City Council regarding a request to change the zoning from “R-R” Rural Residential District to “R-2” Residential 2 District, for the 8.74 acres legally described as Tract B, Albright Replat #3.**

The item was pulled at the request of the applicant. The item will be reviewed at the Planning and Zoning meeting scheduled for December 4, 2023.

0:50:10                    **12. Report regarding Summary Review Subdivisions**

**Mr. Patterson** reported on the Summary Reviews. Nothing unusual was noted.

0:51:52                    **13. Adjourn**

The meeting was adjourned.

0:51:58                    Stop Recording [5:52:27 PM]

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Chairman

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Date



Receipt Date Stamp

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: Sept 13, 2023
Existing Zoning: R1

Fee Paid (\$100.00):
Proposed Zoning: C1

APPLICANT INFORMATION:

Brian Navarrette 2804 Dona Ana
NAME ADDRESS
Carlsbad NM 88220 (575)361-9197 navarrette's electric @
CITY STATE ZIP PHONE EMAIL yahoo.com

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

Brian Navarrette 2908 San Jose Blvd
NAME ADDRESS
Carlsbad NM 88220 (575)361-9197 navarrette's electric @
CITY STATE ZIP PHONE EMAIL yahoo.com

\* 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):

2908 San Jose Blvd 19, 20 6
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.: \_\_\_\_\_



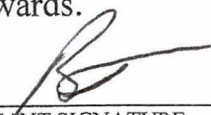


# NOTIFICATION SIGN POSTING AGREEMENT

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

Sept 12, 2023  
\_\_\_\_\_  
DATE

Sign issued by: \_\_\_\_\_  
Staff Member

Date: Sept 12, 2023

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: Brian Navarrete 2908 San Jose Blvd (575) 361-9197  
Name Address Phone

Subject Site Location: 2908 San Jose Blvd Carlsbad, nm 82220

The proposed action is a:

Zoning Change from R1 to C1 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:

\_\_\_\_\_  
\_\_\_\_\_

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: Nov 6, 2023

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](http://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](mailto:jepatterson@cityofcarlsbadnm.com).

Sincerely,



Applicant/Agent

2908 San Jose Blvd

Owners

Raymond Peters P: (575) 200-5349 806 Colonial Court

Alysha Neverette: 2804 Donna Ana Corisbad, NM 88220  
P: (575) 689-7534

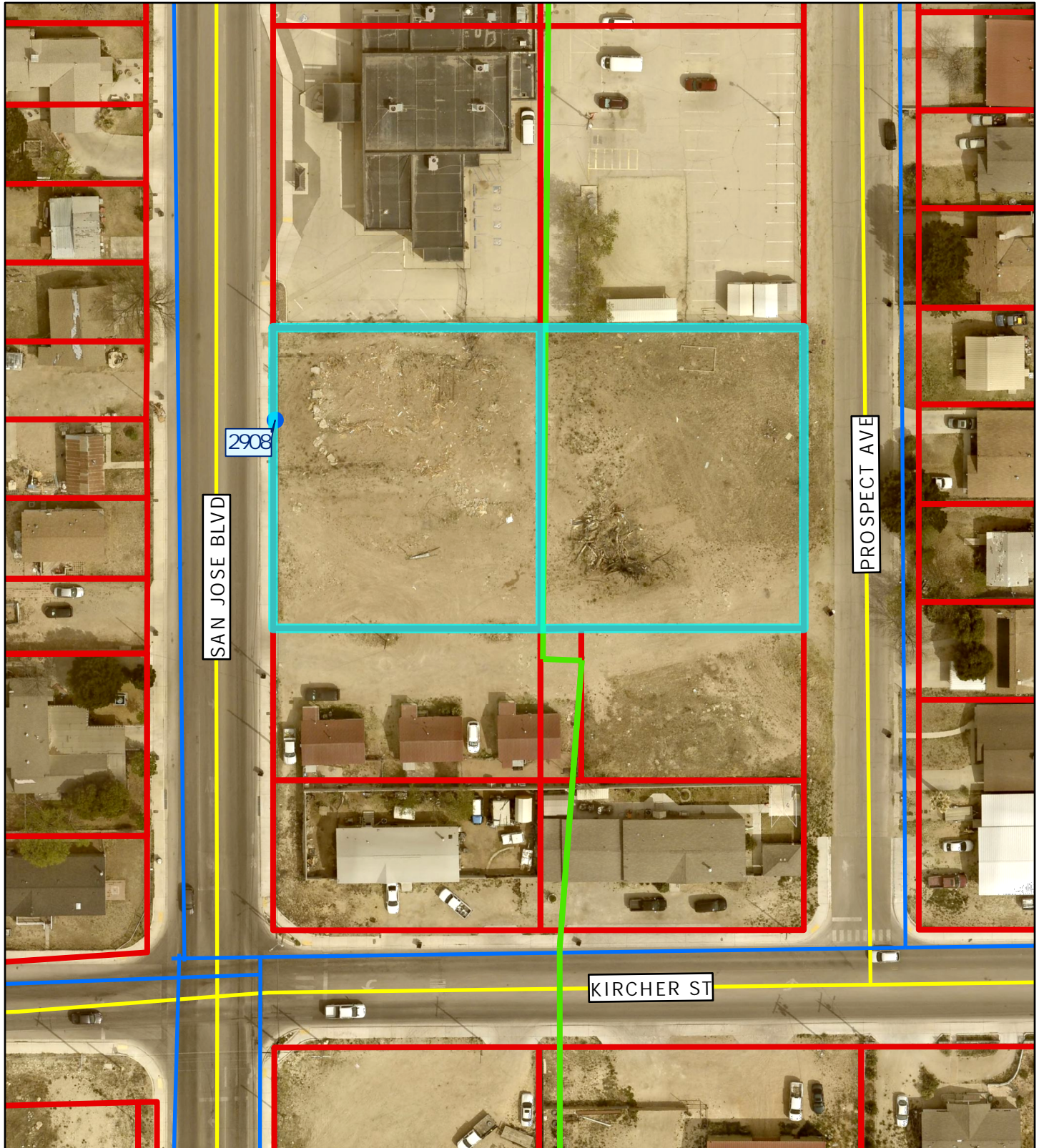


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1 inch = 70 Feet

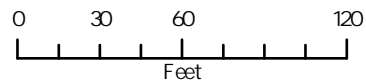
# Zone Change

Map # 2860\_ed01

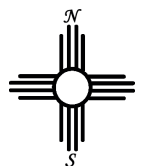
Date: 8/21/2023



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



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



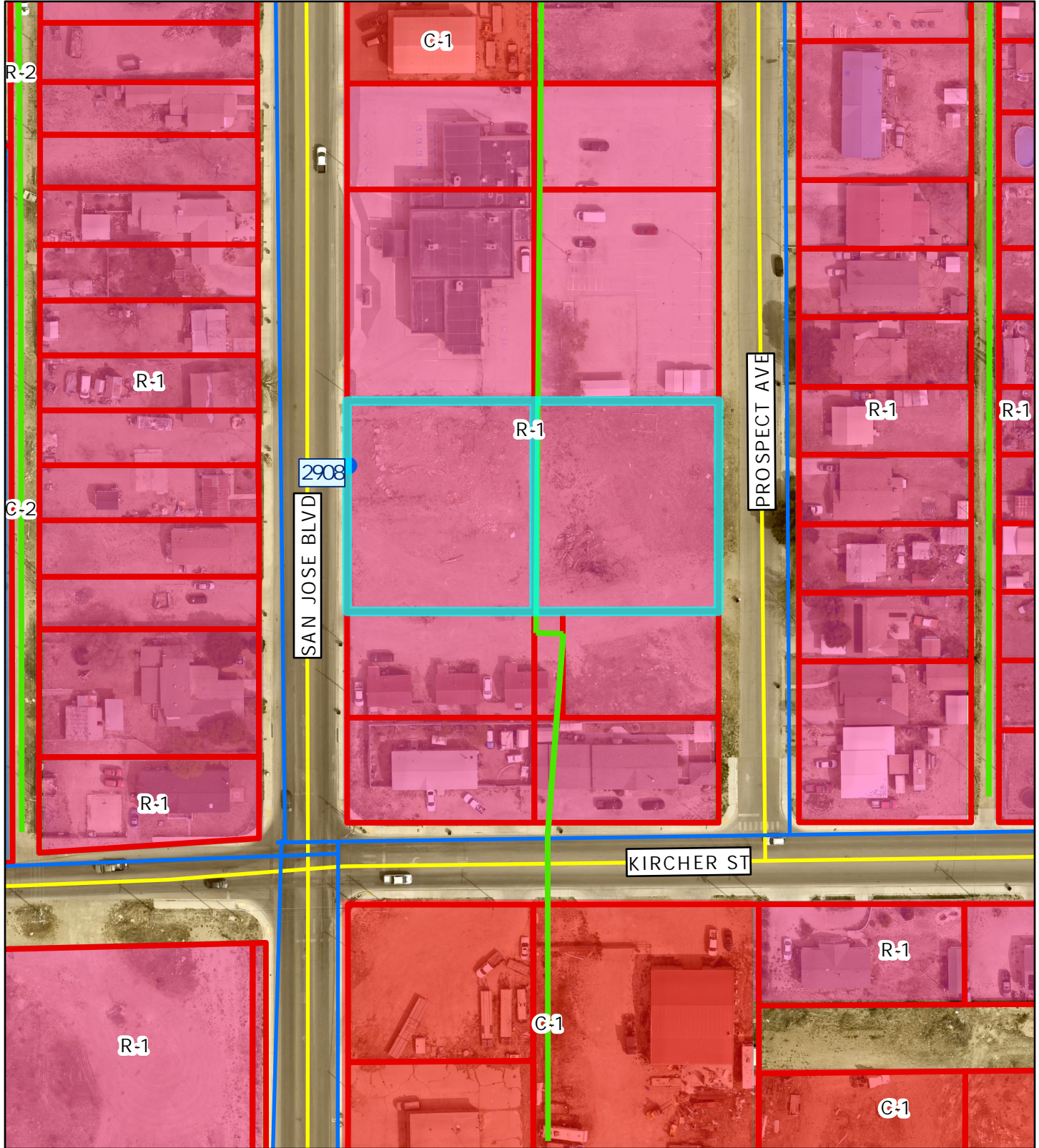


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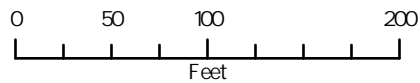
# Z one Change

Map # 2860\_ed02

Date: 8/21/2023



- Carlsbad Address
- ↗ Roads
- Water Main
- Sewer Main
- ▭ Parcel
- ▭ C-1
- ▭ C-2
- ▭ R-1
- ▭ R-2



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



CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM



COUNCIL MEETING DATE: 12/12/2023

<b>DEPARTMENT:</b> Planning & Regulation	<b>BY:</b> Jeff Patterson, Director	<b>DATE:</b> 12/5/2023
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**SUBJECT:** Consider the adoption of Ordinance #2023-31, an ordinance establishing the Historic Preservation Overlay Zone District and associated regulations to govern this district.

**SYNOPSIS, HISTORY and IMPACT** (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.):

The City of Carlsbad has, in its interest of protecting its archaeological and historical heritage and assets, decided to pursue becoming a Certified Local Government (CLG). This designation requires that the City adopt by ordinance a Historic Preservation Overlay Zone District that will designate areas of the City or singular properties or monuments that fit the City's definition of significant historical or archaeological classification. Combined with the adoption of the Historic Preservation Advisory Board, the Historic Preservation Overlay Zone District will provide the City with the required mechanisms to locally oversee historic preservation and qualify for a variety of grant monies and resources for historic preservation work.

The Historic Preservation Overlay Zone District will provide the following:

- 1) Create a reasonable balance between private property rights and the public's interest in preserving the city's historic properties;
- 2) Allow for the preservation, protection, and enhancement of archaeological and historical sites and objects within the city;
- 3) Foster civic pride in the beauty and accomplishments of our past;
- 4) Provide educational opportunities for city residents of all ages;
- 5) Enhance and promote the city's ability to attract tourists and other visitors while respecting the privacy of individual building occupants;
- 6) Promote the continued use, adaptive reuse, and maintenance of historic or architecturally significant properties;
- 7) Ensure that the exterior design and appearance of new structures and improvements within a historic district will be compatible with the established character of that district;
- 8) Provide owners of properties of historic significance with helpful information and other potential incentives for the preservation, maintenance, and improvement of their properties; and
- 9) Establish efficient and simple administrative systems to carry out the purposes of this article utilizing, wherever possible, approval procedures already in existence.

This process of creating and adding properties or monuments to the Historic Preservation Overlay Zone District will be entirely voluntary on the property owners' part. The incentive for property owners to be incorporated into this district are the grant monies and resources that will become available once the district is in place and the City secures the Certified Local Government designation. Grants and resources are available at both the State level and the Federal level for

preservation purposes.

The Historic Preservation Overlay Zone District rules and regulations will become part of the City's Zoning Ordinance and be included within that chapter of the Carlsbad Code of Ordinances.

**PLANNING AND ZONING COMMISSION RECOMMENDATION:** This item was heard by the Planning and Zoning Commission at their December 4, 2023, meeting. That Board considered this item and voted to recommend **approval for adoption** of this ordinance to the City Council with a vote of four (4) in favor of adoption, none (0) against adoption, one (1) absent, and none (0) abstain.

**BOARD/COMMISSION/COMMITTEE ACTION:**

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

**Reviewed by**

**City Administrator:** /s/John Lowe

**Date:** 12/06/2023

ATTACHMENTS:

**MINUTES OF THE REGULAR MEETING OF THE**

**City of Carlsbad  
Planning & Zoning Commission**

**Monday, December 4, 2023 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, December 4, 2023 at 5:00 PM  
Janell Whitlock Municipal Complex Council Chambers  
114 S. Halagueno Street  
GoToMeeting ID: 826-472-101  
US Phone: +1 (571) 317-3122 Access Code: 826-472-101

1. Roll call of voting members and determination of quorum
2. Approval of Agenda
3. Approval of Minutes from the Meeting held November 6, 2023
4. Consider a request for a Conditional Use Permit to allow a Business Residence at the property located at 1824 Railroad Ave., zoned "I" Industrial District
5. Consider a request for a Variance from Sec. 47-44(d) of the Carlsbad Code of Ordinances to allow a land division under the minimum lot size of one (1) acre for the property located at 308 Who Who Dr., Carlsbad-Out
6. Consider a recommendation to the City Council regarding a request to change the zoning from "R-R" Rural Residential District to "R-2" Residential 2 District, for the 8.74 acres legally described as Tract B, Albright Replat #3.
7. Consider a recommendation to the City Council regarding a request to change the zoning at 602 Presidio St. from "R-1" Residential 1 District to "R-2" Residential 2 District, legally described as Lot 2, block 18, New San Jose Subdivision
8. Consider a recommendation to Council for an Annexation of approximately 67.72 acres located north and south of Dona Ana Rd., legally described as Tract A2, Klein Land Division Replat #1 Amended, Tract D1, Edward and Tillie Klein Land Division #2 Line Adjustment, and that part of the E2SENW of said Section 14
9. Consider a recommendation to Council for an application of zoning from County to "R-R" Rural Residential District for approximately 67.72 acres located north and south of Dona Ana Rd., legally described as Tract A2, Klein Land Division Replat #1 Amended, Tract D1, Edward and Tillie Klein Land Division #2 Line Adjustment, and that part of the E2SENW of said Section 14

10. Consider a recommendation to the Council regarding the adoption of a Historic Preservation Overlay Zone District and associated regulations
11. Consider approval of 2024 Planning & Zoning Commission meeting dates
12. Report regarding Summary Review Subdivisions
13. Adjourn

  
**FOR INFORMATION ONLY**

Agendas and Planning and Zoning Commission meeting minutes are available on the City website:

[cityofcarlsbadnm.com](http://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, January 8, 2024 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, DECEMBER 4, 2023 AT 5:00 P.M.**

**VOTING MEMBERS PRESENT:**

**JAMES MCCORMICK  
BRAD NESSER  
LINDA WILSON  
VALERIE BRANSON**

**CHAIRPERSON  
COMMISSIONER  
COMMISSIONER  
COMMISSIONER**

**VOTING MEMBERS ABSENT:**

**TRENT CORNUM**

**COMMISSIONER**

**EX-OFFICIO MEMBERS PRESENT:**

**JEFF PATTERSON  
TRYSHA ORTIZ**

**PLANNING DIRECTOR  
DEPUTY PLANNING DIRECTOR**

**SECRETARY PRESENT:**

**JENNIFER CAMPOS**

**PLANNING AND REGULATION  
DEPARTMENT EXECUTIVE SECRETARY**

**OTHERS PRESENT:**

**JACKIE WEBB  
RITA DORADO  
MARTIN DORADO  
JULIE KLEIN  
DALE DAVIS  
FRANCIS F. TREVINO  
PATRICIA GARCIA  
JOSUE GARCIA  
JARRETT PAINE  
MARVIN ALBRIGHT  
CODY MAY  
DAVID KLEIN  
SAMUEL ESCARENO  
ROSEMARY WILKIE  
JAMES WILKIE**

**111 SADDLEBAG TRAIL  
2602 DONA ANA  
2602 DONA ANA  
3113 DONA ANA  
3904 BILLY THE KID  
604 W PRESIDIO  
790 W CHERRY LANE  
25 HARROUN RD  
790 W CHERRY LANE  
502 W RIVERSIDE DR  
3025 WHO WHO DR  
3113 DONA ANA  
601 MONTERRY  
2402 PANDANARAM  
2702 PANDANARAM**

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

0:00:00      Start Recording [4:59:37 PM]

0:55:39      **10. Consider a recommendation to the City Council regarding the adoption of a Historic Preservation Overlay Zone District and associated regulations**

**Mr. Patterson** explained that the City of Carlsbad is pursuing becoming a Certified Local Government. This will allow the City to have more local control over the City's historic district and the governance of that district and will allow the City to decide what properties may be included in that district. It also allows the City to decide what criteria would need to be met for a property to be included within the Historic Preservation Overlay District. Another major aspect of



obtaining the Certified Local Government status will be the City and property owners becoming eligible for grant funding and resources meant to promote historic preservation from the State and Federal governments. This a part of a two part process, the first being the creation of the Historic Preservation Advisory Board, which was created at the November 14, 2023, Council meeting. The Board will oversee the Historic Preservation Overlay Zone and will advise the City Council and Mayor's office regarding properties that want to be included within the Overlay zone. This Overlay zone will be entirely voluntary on the property owner's part. Each property owner will need to apply to be included within this Overlay zone. Inclusion would allow property owners to be eligible for grant funding and resource allocation that could assist them with rehabbing and preserving of archaeological and historic properties. This Historic Preservation Overlay Zone District ordinance will establish the rules and regulations regarding inclusion into the Overlay zone, it will keep the control over this process in local hands, and will open avenues to more grant funding and resource allocation meant for archaeological and historic preservation. The Planning Department is requesting a recommendation from the Planning and Zoning Commission to the City Council for the adoption of this ordinance.

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

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Chairman

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Date

**CITY OF CARLSBAD ORDINANCE NO. 2023-31**

**AN ORDINANCE ESTABLISHING A HISTORIC  
PRESERVATION OVERLAY ZONE**

**WHEREAS**, the City of Carlsbad is a zoning authority and has the authority to regulate and restrict land uses and structures within its jurisdiction; and

**WHEREAS**, the archeological and historical heritage of the city is one of the city's most valued and important assets; and

**WHEREAS**, the city has an interest in the preservation of all prehistoric and historic ruins, sites, trails, primitive or historic roads and buildings; and

**WHEREAS**, overlay zones provide direction for areas that may have restricted or partial uses. Parcels in one of these zones may require specially defined actions in order to fully utilize the land; and

**WHEREAS**, overlay zones are also created to allow special uses that are either not allowed elsewhere or where the owner of the parcel must petition the Planning and Zoning Commission or City Council for special permissions; and

**WHEREAS**, the provisions in any overlay zone are in addition to those contained in the basic zone where the parcel is coded.

**NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CARLSBAD, NEW MEXICO**, that the Historic Protection Overlay Zone District is established and described in the attached Exhibit "A".

**INTRODUCED, PASSED, ADOPTED, and APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Dale W. Janway, Mayor

ATTESTED:

\_\_\_\_\_  
City Clerk

**EXHIBIT "A"**

**Sec. 56-91 Historic Protection Overlay Zone District (HP-O)**

- A. **Authority.** As the preservation of historic assets within the city has been determined by the city council to be a legitimate purpose of government, this section is adopted pursuant to and furthers the purposes of NMSA 1978, § 3-21-1 *et. seq.*, (Municipal and City Zoning Regulations); NMSA § 3-22-1 *et. seq.*, (Historic Districts and Landmarks Act); and NMSA § 18-6-1 *et. seq.*, (Cultural Properties Act).
- B. **Purpose.** The city council hereby declares that the archeological and historical heritage of the city is one of the city's most valued and important assets; and that the public has an interest in the preservation of all prehistoric and historic ruins, sites, trails, primitive or historic roads—excluding existing modified thoroughfares, structures, objects, and similar places and things for their scientific and cultural information and value; that the neglect, desecration and destruction of prehistoric and historic sites and objects results in an irreplaceable loss to the public. The term "prehistoric and historic sites and objects" includes, but is not limited to, real and personal property, including structures and ruins, that have historical and/or archeological significance. Therefore, the purpose of this article is to establish a cooperative approach for the protection and enhancement of the city's unique heritage and identity through the protection of historic sites, structures, and artifacts and through the designation of districts and landmarks of historical or archeological significance. This article is further intended to:
  - 1) Create a reasonable balance between private property rights and the public's interest in preserving the city's historic properties;
  - 2) Allow for the preservation, protection, and enhancement of archaeological and historical sites and objects within the city;
  - 3) Foster civic pride in the beauty and accomplishments of our past;
  - 4) Provide educational opportunities for city residents of all ages;
  - 5) Enhance and promote the city's ability to attract tourists and other visitors while respecting the privacy of individual building occupants;
  - 6) Promote the continued use, adaptive reuse, and maintenance of historic or architecturally significant properties;

- 7) Ensure that the exterior design and appearance of new structures and improvements within a historic district will be compatible with the established character of that district;
- 8) Provide owners of properties of historic significance with helpful information and other potential incentives for the preservation, maintenance, and improvement of their properties; and
- 9) Establish efficient and simple administrative systems to carry out the purposes of this article utilizing, wherever possible, approval procedures already in existence.

**Sec. 56-92 Historic Protection Overlay Zone District (HP-O); Definitions**

For the purposes of sections 56-91 through 56-100, the following words and phrases shall be defined as follows:

- a) *Historic Preservation Advisory Board (referred to as the HPAB in this article)* means the board established by city ordinance and authorized by section \_\_\_\_\_ to make recommendations to the planning and zoning commission and to the city council on proposed historic designations and projects affecting historic properties within the city.
- b) *Historic district* means an area within the city that has been so designated by ordinance pursuant to the procedures outlined in sections \_\_\_\_\_ and mapped as an overlay district on the city's official zoning map.
- c) *Historic landmark* means an individual building, structure, or site within the city that has been so designated by ordinance pursuant to sections \_\_\_\_\_ and mapped as an overlay district on the city's official zoning map.
- d) *Historic property* means a historic landmark or any property located within a historic district, including all structures or improvements thereon.
- e) *Historic property alteration certificate* means the official form issued under section 56-100 stating that proposed work on a historic property is compatible with the historic character of the property and therefore: (1) has been recommended for approval as appropriate and may be completed as specified in the certificate subject to compliance with all local, state and federal laws, as applicable; and (2) any building permits or other construction-related permits regarding work specified in the certificate may be issued by the community development department or other regulatory departments upon satisfaction of all requirements for such permits.

**Sec. 56-93 Designation of historic districts and city landmarks.**

- 1) The city council may designate and list individual historic landmarks or historic districts within the city, pursuant to this section.
- 2) Criteria for designation. The City Council may authorize the designation of a historic landmark or historic district where the landmark or district proposed for inclusion is found to possess not less than two of the following characteristics; the landmark or district.

- a. Embodies an architectural style or method of construction dating from one or more significant historic periods;
  - b. Establishes a sense of time and place unique to the City of Carlsbad
  - c. Exemplifies or reflects the cultural, social, economic, or political history of the nation, state, or city;
  - d. Is associated with the lives of significant historical persons or events;
  - e. Has the potential to preserve, display, or yield significant historical or archaeological information; or
  - f. Exists on the registry of the State or National Register of Historic Places.
- 3) Historic landmarks and districts shall be designated on the official zoning map.
- 4) Historic designation will result in the creation of a historic protection overlay zone district which will impose regulations on the designated property or district in addition to the zoning regulations already in effect in the underlying zoning district.
- 5) *Owner consent required.* Any person or group may nominate a historic landmark or district for designation; however, written consent of the property owner(s) is required before the nomination of an individual landmark will be considered. A historic district nomination application requires the written consent of the owners of at least 66 percent of the properties within the proposed district.
- 6) *Application requirements.* Nominating applications shall be submitted to the planning and regulations department director and shall contain at a minimum:
- a. The proper application form as provided by the planning department director;
  - b. Any application fee as established by resolution of the city council;
  - c. A map showing the boundary of the proposed historic landmark or district, including all structures and property lines within the proposed landmark or district;
  - d. Written consent of the owner(s) satisfying the requirement of this section;
  - e. A statement of justification reviewing the historical or architectural significance of the proposed landmark or district and how it meets the criteria for designation in this section;
  - f. A description of the particular historic or architectural features that should be preserved. The description shall be based on a study prepared by an architectural or qualified authority on historic perseveration surveying the proposed landmark or all properties within the proposed district, as applicable. The features deemed to be significant and worthy of preservation shall be specifically listed and illustrated in the study and shall form the basis for proposed preservation regulations within the district.
- 7) Procedure
- a. Applications for adoption or amendment to a city landmark or historic district adoption may be made by any person.
  - b. Applications shall be filed with the Planning Department.

- c. The planning director shall provide public notice of hearings under this section.
- d. The historic preservation advisory board shall conduct a public hearing on the application and make a recommendation to the planning and zoning commission. The hearing shall be set within 30 days of receipt of a completed application. The HPAB may independently nominate or sponsor an application for the designation of an individual landmark or a historic district.
- e. The planning director, or their designee, shall set a date for a public hearing before the planning and zoning commission on the HPAB recommendation for a city landmark or historic district adoption or amendment request within 30 days of receipt of a report and recommendation from the HPAB.
- f. The planning and zoning commission shall conduct a public hearing on the application. The planning and zoning commission shall make a recommendation to the City Council as to whether the proposed historic landmark or district shall be officially designated on the official zoning map as an overlay district.
- g. Following receipt of the planning and zoning commission recommendation for the proposed city landmark or historic district adoption or amendment, the City Council shall conduct a public hearing to consider the recommendation of the planning and zoning commission and whether the proposed historic landmark or district shall be officially designated on the city zoning map as an overlay district.
- h. The City Council shall approve or deny the proposed zone map amendment.
- i. Final approval of the city landmark or historic district adoption shall be determined by the City Council.
- j. After the City Council has approved a city landmark or historic district adoption or amendment, the official zoning map shall be amended to note the change

**Sec. 56-94      HP-O Zone district standards.**

- 1) Within the boundaries of any HP-O zone, the exterior appearance of a structure shall not be altered; new structures shall not be constructed; and existing structures shall not be demolished until a historic property alteration certificate is approved pursuant to section 56-100.
- 2) A historic property alteration certificate shall not be required for:
  - a. Ordinary maintenance and repair where the purpose of the work is to preserve the integrity of the structure and/or materials, correct deterioration to the structure, and restore it to its condition prior to deterioration; or
  - b. Construction, alteration, or demolition involving only the structure's interior features, unless such work impacts the structure's exterior appearance.
  - c. Within the boundaries of any HP-O zone, no demolition permit shall be issued by the planning director until an HP-O demolition permit application has been reviewed by the HPAB pursuant to the procedures of sections 56-97 through 56-98.

- d. The owner of a designated historic property shall apply to the planning department director for a historic property alteration certificate using the forms and submitting the necessary documentation as prescribed by the director. The applicant also shall submit any fees as established by resolution of the city council.
  - e. *Standards for review.* No application for a historic property alteration certificate shall be approved unless the following conditions are satisfied:
    - 1. The proposed work will preserve, enhance, or restore and does not damage or destroy the significant features of the resource as identified in the nomination for designation under section 56-93 and any specific design guidelines adopted for the historic landmark or district; and
    - 2. The proposed work will be compatible with the relevant historic, cultural, or architectural qualities characteristic of the structure, site or district including, but not limited to, elements of size, scale, massing, proportions, orientation, materials, surface textures, and patterns, details, and embellishments and the relation of these elements to one another.
- 3) Review and Public Hearing. Review of the application and a public hearing shall follow the procedures established in sections 56-97 through 57-98.
  - 4) An applicant who has been denied a historic property alteration certificate may seek an exemption from all, or portions of, the requirements of this section based on economic hardship by requesting an HP-O economic hardship waiver per the procedures of section 56-95. If a request for economic hardship waiver is made, the applicant may not undertake any work on the historic property until and unless the planning and zoning commission makes a finding that economic hardship exists, and a certificate has been issued.
  - 5) No owner of a historic property shall permit such property to fall into a serious state of disrepair so as to result in the deterioration of any exterior architectural feature that would produce a detrimental effect upon the character of the district as a whole or the life and character of the property itself. Examples of such deterioration include deterioration of exterior walls or other vertical supports; deterioration of roof or other horizontal members; deterioration of exterior chimneys; deterioration or crumbling of exterior stucco or mortar; ineffective waterproofing of exterior walls, roof, or foundations, including broken windows or doors; and deterioration of any feature so as to create a hazardous condition which could lead to the claim that demolition is necessary for the public safety.
  - 6) Nothing in this section shall be construed as to prevent any repairs, construction alterations, or demolition necessary to correct or abate the unsafe or dangerous condition of any structure or site feature or part thereof, where such condition has been declared unsafe or dangerous by the city planning director, other applicable city department directors, or federal or state agencies, and where proposed measures have been declared necessary by such departments or agencies. To the maximum practical extent such repairs, alterations, or demolitions shall be carried out in accordance with the standards required by this article.

**Sec. 56-95      Historic economic hardship waivers.**



- 1) **Applicability.** This section applies to applicants who have been denied a historic property alteration certificate and seek an exemption from all, or portions of, the historic protection overlay (HP-O) requirements based on economic hardships.
- 2) **Procedures.**
  - a. Applications for an exemption to the HP-O standards based on economic hardship may be made by the owner or agent of any parcel of property to be affected.
  - b. Exemptions based on economic hardship applications shall be submitted to the planning department and shall include all information per the economic hardship exemption form including a demonstration of the following:
    1. In the case of an income-producing property, that a reasonable rate of return cannot be obtained from the property in its present condition or if improved in compliance with this article.
    2. In the case of a non-income-producing property, that the property has no beneficial use as a dwelling or for an institutional use in its present condition or if improved in compliance with this article.
    3. The consideration for economic hardship shall not include willful or negligent acts by the owner, purchase of the property for substantially more than the market value, or failure to perform normal maintenance and repairs.
    4. In addition, the applicant shall demonstrate that it has consulted with the HPAB, local preservation groups, or interested parties in an effort to seek an alternative that will result in the protection of the property.
  - c. The Planning Director, or their designee, shall set a date for a public hearing before the planning and zoning commission on the request within 30 days of receipt of a complete application.
  - d. The Planning Department shall provide public notice of the hearing.
  - e. The planning and zoning commission shall conduct a public hearing on the application. The planning and zoning commission shall employ a quasi-judicial hearing process.
  - f. The planning and zoning commission shall approve or deny the request.
  - g. The final action of the planning and zoning commission regarding any exemptions based on economic hardship may be appealed to the City Council.

**Sec. 56-96 Decision Criteria.** An application for waiver or exemption based on economic hardship shall be approved if it meets the following criteria:

- 1) The hardship does not relate to the applicant's financial status.
- 2) The impact of this ordinance is such that it denies the applicant all reasonable or beneficial use of the property.

**Sec. 56-97 Historic Demolition Permit**

- 1) Applicability. This section applies to all applications for demolition within a historic protection overlay.
- 2) Procedure
  - a. Applications for historic demolition permits may be made by the owner or agent of any parcel of property to be affected.
  - b. Historic demolition permits shall be submitted to the planning department and shall include all information per the city's demolition permit application, including:
    1. Proof of ownership.
    2. Scaled floor plan showing the scope of demolition.
    3. A written explanation demonstrating the need for the demolition.
  - c. Applications for historic demolition permits shall be filed with the planning director.
  - d. The planning director, or their designee, shall set a meeting with the planning director and two members of the historic preservation advisory board designated by the historic preservation advisory board chair to review the application within ten (10) days of receipt of a complete application.
  - e. If the committee does not issue a demolition permit (this will need to be an approval of the plan, the Planning Department will need to issue any demolition permit), then the planning and regulations director shall set a date for a public hearing before the HPAB on the demolition request within 30 days of the demolition denial by the committee.
  - f. The HPAB shall conduct a public hearing on the application. The HPAB shall make a recommendation to the planning and zoning commission.
  - g. Following receipt of the HPAB recommendation for application, the planning and zoning commission shall conduct a public hearing during their next regular or special meeting as required from the HPAB hearing date. The planning and zoning commission shall employ a quasi-judicial procedure.
  - h. The planning and zoning commission shall approve or deny the demolition request.
  - i. The final action of the planning and zoning commission regarding any demolition request may be appealed to the City Council.
  - j. If the request for a demolition permit is denied by the Planning and Zoning Commission, and upheld by the City Council, then no permit for demolition shall be issued. This request will no longer be revisited unless a new proposal is presented, thereby beginning the process as a new project.

**Sec. 56-98 Decision Criteria for Partial Demolition Permit**

- 1) Decision criteria for partial demolition. An application for a partial demolition permit in a historic protection overlay shall be approved if it meets all of the following criteria:
  - a. The partial demolition is required for renovation, restoration, or rehabilitation of the structure.
  - b. The structure is determined to have historic or architectural significance but, the structure proposed for partial demolition is not structurally sound despite evidence of the owner's efforts to maintain the structure.
  - c. The request has mitigated, to the greatest extent possible, impacts on the historic importance of the structure or structures located on the property and on the architectural integrity of the structure or structures on the property.

**Sec. 56-99      Decision Criteria for Total Demolition Permit**

- 1) Decision criteria for total demolition. An application for a demolition permit in a historic protection overlay shall be approved if it meets all of the following criteria:
  - a. The structure is of minimal historic significance because of its location, condition, modifications, or other factors, and its demolition will be inconsequential to the historic preservation needs of the area; or
  - b. The structure is determined to have historic or architectural significance but:
    1. The structure proposed for demolition is not structurally sound despite evidence of the owner's efforts to maintain the structure; and
    2. The structure cannot be rehabilitated or reused on site to provide for any reasonable beneficial use of the property; and
    3. The structure cannot be practically moved to another site in the city; and
    4. The request demonstrates that the proposal mitigates to the greatest extent practical the following:
      - i. Any impacts that occur to the visual character of the neighborhood where demolition is proposed to occur.
      - ii. Any impact on the historical importance of the structure or structures located on the property and adjacent properties.
      - iii. Any impact on the architectural integrity of the structure or structures located on the property and adjacent properties.

**56-100 Major historic property alteration certificate.**

- 1) *Applicability.* New construction over 200 square feet in gross floor area, or the relocation or demolition of a historic property within a designated historic protection overlay shall require a major historic property alteration certificate per this section.
- 2) *Procedures.*
  - a. applications for a historic property alteration certificate may be made by the owner or agent of any parcel of property.
  - b. Historic property alteration certificate applications shall include the application, site plan, architectural drawings, and other documentation that show compliance with the applicable provisions of this Code and other adopted city plans or policies as required by the city's site plan application to the planning and regulations department, including:
    1. Proof of property ownership or owner's affidavit if the property is rented or leased.
    2. Architectural drawings (by NM licensed architect) showing proposed alterations, as applicable.
    3. A written explanation of how the request conforms to the decision criteria within subsection (3) below.
    4. Any applicable requirements as required by the planning and regulations director.
  - c. The application shall be filed with the planning department.
  - d. The planning department shall provide public notice of the hearing.
  - e. The planning department shall set a date for a public hearing before the HPAB on the request within 30 days of receipt of a complete application.
  - f. The historic preservation advisory board shall conduct a public hearing on the application and forward a recommendation to the planning and zoning commission. The HPAB recommendation on the application shall take one of three forms: (i) approval as presented; (ii) approval with conditions; or (iii) denial. If the Historic Preservation Advisory Board fails to make a recommendation within the 30-day period, the request will be forwarded to the planning and zoning commission without a recommendation.
  - g. The planning and zoning commission shall hold a public hearing at the next regularly scheduled meeting or as soon as is practicable after receiving the historic preservation advisory board recommendation or, in the event that the historic preservation advisory board isn't able to reach a recommendation after the 30-day review period has passed. The planning and zoning commission shall employ a quasi-judicial procedure.
  - h. The historic property alteration certificate application shall be reviewed based on its conformity with the decision criteria of section 56-100.

- i. The final action of the planning and zoning commission regarding any historic property alteration certificate may be appealed to the City Council.
- 3) Decision criteria. An application for a major historic property alteration certificate shall be approved if it meets all of the following criteria:
- a. The proposed work will preserve, enhance, or restore significant features of the resources as identified in the criteria for designation of the nomination or any specific design guidelines adopted for the historic landmark or district.
  - b. The proposed work is compatible with the relevant historic, cultural, or architectural qualities characteristic of the structure, site, or district including, but not limited to, elements of size, scale, massing, proportions, orientation, materials, surface textures, and patterns, details, and embellishments and the relation of these elements to one another.
  - c. The proposed work will not significantly destroy, damage, or diminish significant features of the resources as identified in the criteria for designation of the nomination or within any specific design guidelines adopted for the historic landmark or district.

# Committee Reports

# Adjourn