



## **A G E N D A**

Carlsbad City Council Regular Meeting  
Municipal Annex  
114 S. Halagueno Street  
Carlsbad, New Mexico

July 23, 2019 at 6:00 p.m.

Invocation – Pledge of Allegiance

1. Approval of Agenda
2. Routine and Regular Business

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

**A. Minutes of the Regular City Council Meeting held on July 9, 2019**

**B. City Personnel Report**

**C. Contracts and Agreements**

- 1) Consider Approval of Renewal Agreement between the City of Carlsbad and Creative Carlsbad for Arts and Cultural District Management
- 2) Consider Approval of Agreement between the City of Carlsbad and All City Management Services (ACMS) for School Crossing Guard Services for FY19-20

**D. Purchasing**

- 1) Consider Approval to Award Cooperative Education Services Contract to Engie Services for the HVAC System Upgrade Project at the Carlsbad Museum & Arts Center

**E. Monthly Reports**

- 1) Community Development Department June 2019
- 2) Municipal Services Department June 2019
- 3) PER Department June 2019
- 4) Utilities Department June 2019

**F. Board Appointments**

- 1) Carlsbad Cemetery Board Appoint Richard VanDyke, 2 year term, Appoint Desiree Kicker, 2 year term
- 2) Carlsbad Library Board Appoint Beverly Carrasco, 4 year term, Re-Appoint Jo Calvani, 4 year term

**G. Set the Date: September 10, 2019**

- 1) An Ordinance rezoning part of "C-2" Commercial 2 District to "C-1" Commercial 1 District for an approximately 0.115 acre property located at 701 W Greene Street
  - 2) An Ordinance rezoning part of "C-2" Commercial 2 District to "R-2" Residential 2 District for an approximately 0.275 acre property located at 308 W Rose Street
  - 3) An Ordinance rezoning part of "R-R" Rural Residential District to "C-1" Commercial 1 District for an approximately 6.00 acre property, located at 301 W Chapman Road
  - 4) An Ordinance rezoning part of "C-2" Commercial 2 District to "C-1" Commercial 1 District for an approximately 0.43 acre property located at 513, 515, 517, 519, 521, 523, 525, 527 W Fox Street and 206 S Guadalupe
3. Consider Approval to Award RFP 2019-13 to Orlando Garza for Cemetery Groundskeeping and Grave Digging Services
  4. Infrastructure Capital Improvement Plan Preliminary List Presentation for FY 2021/2025 for Council Review and recommendations for changes
  5. Consider Approval of Resolution 2019-29, a Resolution adopting certain amendments to the City of Carlsbad's Public Infrastructure Specification Document
  6. Consider Approval of Resolution 2019-30, a Resolution requiring the removal of the trash and debris at 612 South Sixth Street Owners: Javier and Veronica Lopez
  7. Consider Approval of Ordinance 2019- 33, an Ordinance rezoning part of "R-R" Rural Residential District to "R-1" Residential 1 District for an approximately 180.88 acre property, located along the West Side of Callaway Drive Applicant: Springs Farms Subdivision
    - A. Public Hearing
    - B. Consider Approval of Ordinance 2019-33
  8. Council Committee Reports
  9. 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.

**CARLSBAD CITY COUNCIL MEETING SCHEDULE**

- Regular meeting - Tuesday, August 13, 2019 at 6:00 p.m.
- Regular meeting - Tuesday, August 27, 2019 at 6:00 p.m.

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

**LINKED MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE  
CITY OF CARLSBAD, NEW MEXICO, HELD IN THE MUNICIPAL ANNEX  
BUILDING ON JULY 9, 2019 AT 6:00 P.M.**

Present:	Dale Janway	Mayor
	Lisa A. Anaya Flores	Councilor
	Edward T. Rodriguez	Councilor
	Leo B. Estrada	Councilor
	Jason Shirley	Councilor
	Judith E. Waters	Councilor
	Wesley A. Carter	Councilor
	Mark C. Walterscheid	Councilor
Absent:	Jason O. Chavez	Councilor
Also Present:	John Lowe	Deputy City Administrator
	Eileen P. Riordan	City Attorney
	Nadine Mireles	City Clerk
	Ken Britt	Community Dev. Director
	Angie Barrios-Testa	Director of Municipal Services
	KC Cass	Director of Projects
	Ron Myers	Director of Utilities
	Wayne Hatfield	IT Director
	Wendy Austin	Finance Director
	Richard Lopez	Fire Chief
	Jeff Patterson	Planning Director
	Shane Skinner	Police Chief
	Patrick Cass	Public Works Director

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

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

0:00:01      Invocation - Pledge of Allegiance

0:00:32      **1. APPROVAL OF AGENDA**

0:00:35      **Motion**  
The motion was made by Councilor Carter and seconded by Councilor Estrada to approve the Agenda

0:00:39 **Vote**

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

0:00:58 **2. ROUTINE AND REGULAR BUSINESS**

- A. Minutes of the Regular City Council Meeting held on June 25, 2019
- B. City Personnel Report
- C. Contracts and Agreements
  - 1) Consider Approval of Agreement between the City of Carlsbad and Eddy County for Professional Services Agreement for Eddy County Residents for FY 2019-2020
  - 2) Consider Approval of Agreement between the City of Carlsbad and NMDFA Local Government Division Enhanced 911 ACT Grant Program
  - 3) Consider Approval of Agreement between the City of Carlsbad and ISC, Inc (dba Venture Technologies) to provide proactive support and maintenance for E-911 Equipment
- D. Purchasing
  - 1) Consider Approval to Advertise Request for Proposal for Professional Lobbying and Consulting Services for the City with the New Mexico State Legislature
- E. Monthly Reports
  - 1) Human Resources Department June 2019
  - 2) Municipal Court June 2019
- F. Board Appointments
  - 1) City of Carlsbad Disability Advisory Board Appoint Don Neighbors  
Remainder 4 year term

0:01:20 **Mayor Janway asked Mr. Lowe to discuss Item C.1 Consider Approval of Agreement between the City of Carlsbad and Eddy County for Professional Services Agreement for Eddy County Residents for FY 2019-2020 and Chief Skinner to discuss Item C.2 Consider Approval of Agreement between the City of Carlsbad and NMDFA Local Government Division Enhanced 911 ACT Grant Program and Item C.3 Consider Approval of Agreement between the City of Carlsbad and ISC, Inc. (dba Venture Technologies) to provide proactive support and maintenance for E-911 Equipment.**

**Mr. Lowe** explained that Item C.1 is an annual PSA agreement with Eddy County. He added the big change this year is the amount the County will pay the City has increased from \$250,000 to \$500,000.

Chief Skinner explained items C.2 and C.3 are basic essentials for our 911 Agreements with the State. He said Item C.2 the 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number to achieve a faster response time which minimizes the loss of life and property. He added the State Board of Finance awarded the City \$165,050 for FY2019-2020.

Chief Skinner explained that C.3 is a Maintenance Agreement with ISC, Inc. and Voiance to enhance 911 services. He said this is a standard agreement that continues to give fast and timely response services for 911.

0:04:09      **Motion**

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

0:04:14      **Vote**

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

0:04:35      **3. CONSIDER APPROVAL OF LIQUOR LICENSE APPLICATION FOR A RESTAURANT BEER/WINE LIQUOR LICENSE FOR MIYABI JAPANESE STEAKHOUSE & SUSHI BAR FOR PROPOSED LOCATION 1511 S CANAL ST. APPLICANT: JIN FENG YE**

0:04:56      **A. Public Hearing**

**Mr. Lowe** explained that a Liquor License Hearing was held on June 26, 2019. He said two people came in support of the License and no one appeared in opposition.

0:05:31      **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 in regular session**

0:05:45      **B. Consider Approval**

0:05:49      **Motion**

The motion was made by Councilor Shirley and seconded by Councilor Rodriguez to approve Liquor License Application for a Restaurant Beer/Wine Liquor License for Miyabi Japanese Steakhouse & Sushi Bar for proposed location 1511 S. Canal St., Applicant: Jin Feng Ye

0:05:55      **Vote**

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

0:06:12      **4. CONSIDER APPROVAL OF BUSINESS LICENSE TO CONDUCT DOOR TO DOOR SALES AND INSTALLATION OF SMART HOME AUTOMATION AND SECURITY SERVICES BY SMART HOME PROS, INC. (VIVINT) CONTACT LEXY SWINEHART**

**Mr. Patterson** explained this is a request to allow door to door sales and installation of Smart Home Automation and Security Services by Smart Home Pros Inc. (Vivint). He said Smart Home Pros Inc., has provided all of the required information to obtain the

license. He added the Police Department provided a background check with a positive review and the Planning Department recommends approval of the request for door to door solicitation.

0:07:46      **Motion**

The motion was made by Councilor Anaya Flores and seconded by Councilor Walterscheid to approve Business License to conduct Door to Door Sales and Installation of Smart Home Automation and Security Services by Smart Home Pros, Inc. (Vivint) contact Lexy Swinehart

0:07:53      **Vote**

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

0:08:11      **5. CONSIDER APPROVAL OF REQUEST FROM CARLSBAD MAINSTREET AND CREATIVE CARLSBAD TO SERVE ALCOHOL (BEER & WINE) ON CITY STREETS DURING THE STRANDED CONCERT AT THE CAVERN THEATER ON JULY 27, 2019**

**Mr. Patterson** explained this is a request by the City of Carlsbad in cooperation with Carlsbad Mainstreet and Creative Carlsbad to have a Beer Garden provided by a licensed alcohol server at the Stranded Concert at the Cavern Theatre on July 27, 2019.

**Councilor Shirley** asked who would be the server providing the alcohol. **Ms. Hammil** said they have asked Milton's because they are in the MainStreet District

0:10:24      **Motion**

The motion was made by Councilor Shirley and seconded by Councilor Anaya Flores to approve Request from Carlsbad Mainstreet and Creative Carlsbad to serve alcohol (beer & wine) on City Streets during the Stranded concert at the Cavern Theater on July 27, 2019

0:10:31      **Vote**

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

0:10:52      **6. CONSIDER APPROVAL OF RESOLUTION 2019-28, A RESOLUTION RATIFYING THE AGREEMENT BETWEEN THE CITY OF CARLSBAD AND SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT (SENMEDD) FOR 2019-2020 MEMBERSHIP**

**Mr. Lowe** explained this request is for approval of Resolution No. 2019-28, an agreement between the City and SENMEDD for 2019-2020 membership. He explained the City has an annual membership with SENMEDD for their services. He added the SENMEDD will assist the City with Infrastructure Planning, Coordinate the ICIP

process and with Capital Outlay. He said if approved the agreement begins on July 1, 2019 thru June 30, 2020 for the amount of \$7641.00.

0:11:41        **Motion**

The motion was made by Councilor Anaya Flores and seconded by Councilor Rodriguez to approve Resolution No. 2019-28, a Resolution Ratifying the Agreement between the City of Carlsbad and Southeastern New Mexico Economic Development District (SENMEDD) for 2019-2020 Membership

0:11:47        **Vote**

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

0:12:05        **7. CONSIDER APPROVAL OF ORDINANCE 2019-30, AN ORDINANCE REZONING PART OF "C-1" COMMERCIAL 1 DISTRICT TO "R-2" RESIDENTIAL 2 DISTRICT FOR AN APPROXIMATELY 0.34 ACRE PROPERTY, LOCATED AT 201 SOUTH GUADALUPE STREET APPLICANT: WINDY SHELTON COLE**

**Mr. Patterson** explained this is a request for a Zone Change from "C-1" Commercial 1 District to "R-2" Residential 2 District for an approximately 0.34 acre parcel, located at 201 S. Guadalupe St. He explained the property surrounding the property is zoned C-2 to the northeast and zoned R-2 to the south and west and the change will not create a spot zone.

0:13:19        **A. Public Hearing**

0:13:21        **Mayor Janway asked if anyone would like to speak in favor of the Ordinance.**

**Ms. Windy Cole**, property owner, said she is requesting the zone change to sale the property.

0:13:51        **Mayor Janway asked if anyone would like to speak against the Ordinance, no one appeared and the Mayor declared the public hearing closed and reconvened the Council into regular session**

0:14:00        **B. Consider Approval of Ordinance 2019-30**

0:14:05        **Motion**

The motion was made by Councilor Carter and seconded by Councilor Rodriguez to approve Ordinance No. 2019-30, an Ordinance rezoning part of "C-1" Commercial 1 District to "R-2" Residential 2 District for an approximately 0.34 acre property, located at 201 South Guadalupe Street, Applicant: Windy Shelton Cole

0:14:12 **Vote**

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

0:14:33 **8. CONSIDER APPROVAL OF ORDINANCE 2019-31, AN ORDINANCE REZONING PART OF "R-R" RURAL RESIDENTIAL DISTRICT TO "C-2" COMMERCIAL 2 DISTRICT FOR AN APPROXIMATELY 10.00 ACRE PROPERTY, LOCATED ALONG THE EAST SIDE OF CALLAWAY DRIVE APPLICANT: SPRINGS FARMS SUBDIVISION INC.**

0:15:00 **A. Public Hearing**

**Mr. Patterson** explained this item is a request for a zone change from "R-R" Industrial District to "C-2" Commercial 2 District for approximately 10.00 acres for 5 commercial lots located along the east side of Callaway Drive. He explained the surrounding properties are zoned "R-R" and this change would create a spot zone, however, the Planning Department understands the nature of the development and recommends approval.

0:16:06 **Mayor Janway asked if anyone would like to speak in favor of the Ordinance**

**Mr. Dunagan** explained this request is part of a larger scale development. He said he feels there is a need for commercial development along the river. He said there is not enough space along Pierce Street and people are looking for more commercial opportunities.

**Councilor Carter** asked if any deed restrictions or covenants would be included. **Mr. Dunagan** said there will be deed restrictions that will apply and only allow those type of uses in C-2 zone.

0:19:03 **Mayor Janway asked if anyone would like to speak against the Ordinance, no one appeared and the Mayor declared the public hearing closed and reconvened the Council into regular session**

0:19:11 **B. Consider Approval of Ordinance 2019-31**

0:19:17 **Motion**

The motion was made by Councilor Rodriguez and seconded by Councilor Carter to approve Ordinance No. 2019-31, an Ordinance rezoning part of "R-R" Rural Residential District to "C-2" Commercial 2 District for an approximately 10.00 acre property, located along the East Side of Callaway Drive, Applicant: Springs Farms Subdivision, Inc.

0:19:23 **Vote**

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



0:19:41      **9. CONSIDER APPROVAL OF ORDINANCE 2019-32, AN ORDINANCE REZONING PART OF "R-1" RESIDENTIAL 1 DISTRICT TO "C-1" COMMERCIAL 1 DISTRICT FOR AN APPROXIMATELY 0.31 ACRE PROPERTY, LOCATED AT 325 NORTH SIXTH STREET APPLICANT: SANDRA JO BALLARD**

0:20:08      **A. Public Hearing**

**Mr. Patterson** explained this a request for a zone change from "R-1" Residential 1 District to "C-1" Commercial 1 District for an approximately 0.30 acre parcel, located at 325 N. Sixth St. He explained the applicant appeared before Council on December 11, 2018 at that time Council failed to vote on a motion to approve or deny the request. He said the applicant now better understands the process and has produced a plan to not allow on street parking. He said the Planning and Zoning Commission recommend approval.

**Councilor Walterscheid** asked if the applicant feels as though the parking will be sufficient. **Mr. Patterson** said the applicant meets the parking requirements of the Ordinance and the Planning Department has asked the applicant to sign the property indicating to customers that there is no on street parking allowed for the business.

0:22:04      **Mayor Janway asked if anyone would like to speak in favor of the Ordinance**

**Ms. Sandra Ballard** explained that in December she did not have an official survey of the property. She said the concerns brought up in December were parking and the amount of traffic the business would bring. She said they are requesting to build a training center at 325 N. Sixth. She said normally they have 5 to 8 people per training class. She explained she will post signs stating that all vehicles visiting Mobile Safety must be parked inside the fence or they will be towed. She said she believes she has addressed all the previous issues and would take any questions.

**Councilor Rodriguez** asked Ms. Ballard if the smoking area could be moved as far from the school as possible. **Ms. Ballard** said she could print signs with designated smoking areas away from the school.

0:29:31      **Ms. Jessica Haser**, Manager and Trainer at Mobile Safety, said she is requesting approval of the Ordinance. She said with a new facility she will be able to do more hands on training.

**Ms. Tiffany Dominguez** said she has two children who attend Hillcrest School and she doesn't see the new training facility as a problem. She said she feels it would be better to have a business there rather than a vacant lot.

**Mr. John Ballard**, applicant's father, said his daughter will do a good job and this will be a good service for Carlsbad.

0:31:36        **Mayor Janway** asked if anyone would like to speak against the Ordinance. No one appeared and the Mayor declared the public hearing closed and reconvened the Council into regular session

0:31:45        **B.        Consider Approval of Ordinance 2019-32**

0:31:51        **Motion**

The motion was made by Councilor Carter and seconded by Councilor Shirley to approve Ordinance No. 2019-32, an Ordinance rezoning part of "R-1" Residential 1 District to "C-1" Commercial 1 District for an approximately 0.31 acre property, located at 325 North Sixth Street, Applicant: Sandra Jo Ballard

0:31:57        **Vote**

The vote was as follows: Yes - Estrada, Rodriguez, Shirley, Waters, Walterscheid, Carter; No - Anaya Flores; Absent - Chavez; the motion carried.

0:32:26        **10.        COUNCIL COMMITTEE REPORTS**

**Councilor Walterscheid** said the first Carlsbad Clean up Task Force meeting was held today. He explained that Mr. Sepich said this task force is for the citizens of Carlsbad. He said it's about the citizens taking care of the community. He said the Task Force will hold a Public Meeting on July 25th at 3:00 p.m.

**Mayor Janway** commended the Fire Department, Police Department, and the Public Works Department for the great job they all did over the 4th of July weekend.

**Mr. Lowe** also thanked the Lifeguards for the service they provide for the community. He thanked all staff and added it takes a team effort for these festivities.

**Councilor Rodriguez** called attention to the firefighters that were hurt in Roswell and encouraged all to drop any spare change into the boots around town and to pray for them.

0:36:07        **11.        ADJOURN**

0:36:12        **Motion**

The motion was made by Councilor Anaya Flores and seconded by Councilor Shirley to Adjourn

0:36:18        **Vote**

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

0:36:39

**Adjourn**

There being no further business, the meeting was adjourned at 6:37 p.m.

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Dale Janway, Mayor

ATTEST:

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Nadine Mireles, City Clerk

DRAFT

CITY OF CARLSBAD  
**PERSONNEL REPORT**  
July 23, 2019

**APPOINTMENTS:**

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
Abbi Anderson	07/24/19	Riverwalk	Recreation Attendant, on-call
Anthony Briceno	07/24/19	Fire	Firefighter Rookie/EMT-I
Amber Dugas	07/24/19	Police	Corporal
Auden Escajeda	07/24/19	Fire	Firefighter Rookie/EMT-B
Steven Jimenez	07/24/19	Solid Waste	ARC Driver
Casimiro Hernandez	07/24/19	Sports Complex	Recreation Attendant, on-call
Monica Martinez	07/24/19	Garage	Secretary
Kimberly Morrow	07/24/19	Solid Waste	ARC Driver
Zachary Pifer	07/24/19	Fire	Firefighter Rookie/EMT-B

**TERMINATIONS:**

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>	<u>REASON</u>
Jose Gamez	07/16/19	Solid Waste	ARC Driver	Declined job offer
Aldyn Hutchins	07/12/19	Fire	Firefighter Rookie/EMT-B	Resigned
Joshua Raygoza	07/16/19	Solid Waste	ARC Driver	Declined job offer
Elizabeth Sanchez	07/16/19	Transit	Transit Driver, part-time	Resigned

**INTERNAL TRANSFERS AND PROMOTIONS:**

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
Alena Lopez	07/15/19	Facility Maintenance	Facility Maintenance

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Michael A. Hernandez, City Administrator

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

FROM: Angie Barrios-Testa, Director of Municipal Services

*Angie Barrios-Testa*

Digitally signed by Angie Barrios-Testa  
DN: cn=Angie Barrios-Testa, o=City of  
Carlsbad, ou=Community Development,  
email=abarrios@cityofcarlsbadnm.com,  
c=US  
Date: 2019.07.18 10:30:09 -06'00'

SUBJECT: Recommendation for Employment

DATE: July 15, 2019

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: Abbi Andersen Classification/Position: Recreation Attendant  
Department: Riverwalk Recreation Center

- Regular  Full-time  Hourly \$ 13.37 per hour
- Seasonal  Part-time  Salary \$ \_\_\_\_\_ per annum
- Temporary  On call

Education Level:

- High School Diploma  GED or equivalent
- Associates Degree \_\_\_\_\_
- Bachelors Degree \_\_\_\_\_
- Masters Degree \_\_\_\_\_
- Other Currently working towards a degree in Journalism

Employment:

Present or last Employer: Petsense  
From June 2019 to Present Classification: Sales Associate  
Duties: Assisting customers, answering calls, cleaning, stocking and moving freight, and working the register.

Related Experience: Ms. Andersen has worked with the public in all of her previous roles.

Comments: Ms. Andersen is very enthusiastic and has a positive attitude. She will be a great addition to the Riverwalk Recreation Center.

# CITY OF CARLSBAD

## RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Michael Hernandez, City Administrator

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

**FROM:** Richard Lopez, Fire Chief

**SUBJECT:** Recommendation for Employment

**DATE:** July 16, 2019

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: Briceno, Anthony Classification/Position: Firefighter/EMT-I

Department: Fire

Regular  Full-time  Hourly \$ 18.44 per hour  
 Seasonal  Part-time  Salary \$ \_\_\_\_\_ per annum  
 Temporary  On call

### Education Level:

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

### Employment:

Present or last Employer: American Medical Response/AMR Medical Transportation

From Apr-19 present Classification: EMT-I

Duties: Responds to 911 calls providing emergency and non-emergency medical care and transport services

Related Experience: Anthony is a licensed EMT-I. He worked for the City of Clovis Fire Dept. 02/2017-01/2019.

Comments: With Anthony's experience, I believe he will be an asset to the Carlsbad Fire Dept.

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Michael Hernandez, City Administrator

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

FROM: Shane Skinner *Shane Skinner* 7/10/2019

SUBJECT: Recommendation for Employment

DATE: 07/10/2019

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: Amber Dugas Classification/Position: Corporal

Department: Carlsbad Police Department

- Regular Full-time Hourly \$34.70 per hour
Seasonal Part-time Salary per annum
Temporary On call

Education Level:

- High School Diploma GED or equivalent
Associates Degree Criminal Justice from South Plains College, Levelland, TX
Bachelors Degree
Masters Degree
Other

Employment:

Present or last Employer: Eddy County Sheriff's Office
From 1/19/2014 to Present Classification: Detective Sergeant
Duties: Direct supervision of Detective Division, ensure effectiveness of investigations, create on-call schedule, and ensure Detectives are equipped for duty each day

Related Experience: Approximatley 9 years of law enforcement experience through the Clovis Police Department, Curry County Sheriff's Office and the Eddy County Sheriff's Office

Comments: Amber Dugas has a good reputation as a law enforcement officer and she will be a great asset for the Carlsbad Police Department

# CITY OF CARLSBAD

## RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Michael Hernandez, City Administrator

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

**FROM:** Richard Lopez, Fire Chief 

**SUBJECT:** Recommendation for Employment

**DATE:** July 16, 2019

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: Escajeda, Auden A. Classification/Position: Firefighter/EMT-I

Department: Fire

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Regular | <input checked="" type="checkbox"/> Full-time | <input checked="" type="checkbox"/> Hourly \$ <u>\$ 16.88</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 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: TDS Telecom

From Nov-18 present Classification: Broadband Technician

Duties: Auden installs and troubleshoots cable and internet equipment

Related Experience: C.P.R and MSHA Safety Training

Comments: With Auden's outgoing personality and drive, I believe he will be an asset to the Carlsbad Fire Dept.



# CITY OF CARLSBAD

## RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Mike Hernandez, City Administrator

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

**FROM:** Ron Myers, Director of Utilities *Ron Myers*

Digitally signed by Ron Myers  
DN: cn=Ron Myers, o=City of Carlsbad, ou=Water Department, email=romyers@cityofcarlsbad.com, c=US  
Date: 2019.07.15 07:05:00 -0600

**SUBJECT:** Recommendation for Employment

**DATE:** 07.15.19

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

### General Information:

Name: Steven Jimenez Classification/Position: ARC Driver

Department: Solid Waste

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Regular | <input checked="" type="checkbox"/> Full-time | <input checked="" type="checkbox"/> Hourly \$ <u>22.69</u> per hour |
| <input type="checkbox"/> Seasonal           | <input type="checkbox"/> Part-time            | <input type="checkbox"/> Salary \$ _____ per hour                   |
| <input type="checkbox"/> Temporary          | <input type="checkbox"/> On call              |   |

### Education Level:

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

### Employment:

Present or last Employer: Wagner Equipment Company

From 04.09.18 to Present Classification: Field Service Technician

Duties: Troubleshoot and repair CAT equipment in the field.

Related Experience: Mr. Jimenez holds a class A Commercial Drivers License and has experience driving commercial vehicles.

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

\_\_\_\_\_

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Michael A. Hernandez, City Administrator

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

FROM: Ken Britt, Director of Community Development

Ken Britt

Digitally signed by Ken Britt
DN: cn=Ken Britt, o=City of Carlsbad, ou=Community Services, email=kdbritt@cityofcarlsbadnm.com, c=US
Date: 2019.07.12 16:50:07 -0600

SUBJECT: Recommendation for Employment

DATE: July 12, 2019

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: Casimiro Hernandez Classification/Position: Sports & Rec Attendant
Department: Sports Complex

- Regular Full-time Hourly \$18.57 per hour
Seasonal Part-time Salary per annum
Temporary On call

Education Level:

- High School Diploma GED or equivalent
Associates Degree
Bachelors Degree
Masters Degree
Other Graduated from New Mexico State University for Welding

Employment:

Present or last Employer: Riverside Transportation
From N/A to N/A Classification: Dispatcher
Duties: Dispatching trucks to oilfield jobs.

Related Experience: Mr. Hernandez is fluent in both Spanish and English.

Comments: Mr. Hernandez is capable of performing all job duties and will be an asset to the Sports Complex.

# CITY OF CARLSBAD

## RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Michael Hernandez, City Administrator

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

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

**SUBJECT:** Recommendation for Employment

**DATE:** July 17, 2019

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

### General Information:

Name: Monica N. Martinez Classification/Position: Secretary

Department: Garage

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Regular | <input checked="" type="checkbox"/> Full-time | <input checked="" type="checkbox"/> Hourly \$ <u>22.16</u> per hour |
| <input type="checkbox"/> Seasonal           | <input type="checkbox"/> Part-time            | <input type="checkbox"/> Salary \$ _____ per hour                   |
| <input type="checkbox"/> Temporary          | <input type="checkbox"/> On call              |   |

### Education Level:

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

### Employment:

Present or last Employer: Self Employed Herbalife

From August 2017 to Present Classification: Distributor

Duties: Sell product, help balance their nutrition, & maintain a healthy life style

Related Experience: Word, Excel, data entry, working with the public, answering call and directing calls, and working on month end reports.

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

\_\_\_\_\_

\_\_\_\_\_

# CITY OF CARLSBAD

## RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Mike Hernandez, City Administrator

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

**FROM:** Ron Myers, Director of Utilities *Ron Myers*

Digitally signed by Ron Myers  
DN: cn=Ron Myers, o=City of Carlsbad, ou=Water Department, email=rwmyers@cityofcarlsbad.com, c=US  
Date: 2019.07.15 07:05:00 -0600

**SUBJECT:** Recommendation for Employment

**DATE:** 07.15.19

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

### General Information:

Name: Kimberly Morrow Classification/Position: ARC Driver  
Department: Solid Waste

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Regular | <input checked="" type="checkbox"/> Full-time | <input checked="" type="checkbox"/> Hourly \$ <u>22.69</u> per hour |
| <input type="checkbox"/> Seasonal           | <input type="checkbox"/> Part-time            | <input type="checkbox"/> Salary \$ _____ per hour                   |
| <input type="checkbox"/> Temporary          | <input type="checkbox"/> On call              |   |

### Education Level:

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

### Employment:

Present or last Employer: Package Man Inc ( Contractor for FedEx )  
From 08.2010 to Present Classification: Delivery Driver  
Duties: Delivery driver for FedEx Ground.

Related Experience: Ms. Morrow holds a class B Commercial Drivers License and has 17 years of experience driving commercial vehicles.

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

# CITY OF CARLSBAD

## RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Michael Hernandez, City Administrator

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

**FROM:** Richard Lopez, Fire Chief 

**SUBJECT:** Recommendation for Employment

**DATE:** July 16, 2019

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: Pifer, Zachary R. Classification/Position: Firefighter/EMT-I

Department: Fire

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Regular | <input checked="" type="checkbox"/> Full-time | <input checked="" type="checkbox"/> Hourly \$ <u>\$ 16.88</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 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: Clean Harbors Environmental Services

From Mar-18 present Classification: Operations Manager

Duties: Oversees day to day operations, hire & train employees, operate and maintain equipment, manage projects & P&L and conduct safety meetings

Related Experience: Trained in confined space entry & rescue, first aid and C.P.R.

Comments: With Zachary's outgoing personality and drive, I believe he will be an asset to the Carlsbad Fire Dept.

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 7-23-2019

DEPARTMENT: Community Development	BY: Ken Britt	DATE: 7-17-2019
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KB

**SUBJECT:** Renew Contract with Creative Carlsbad for Arts and Cultural District Management

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

The Arts and Cultural District (ACD) is a partnership between the City of Carlsbad, Creative Carlsbad Arts Council and Carlsbad MainStreet. The ACD was designated by New Mexico MainStreet in June of 2018.

A requirement of that designation is that the city fund a minimum \$30,000 annually for the purpose of hiring an Executive Director for the Arts and Cultural District. This director is to work a minimum of 30 hours per week implementing the goals of the Arts and Cultural District partners. This commitment was approved by City Council in September 2018 which resulted in an agreement with Creative Carlsbad. That original agreement is now up for annual renewal.

This \$30,000 funding request is in the current city budget for FY20. Through the accompanying proposed contract renewal this funding will be awarded to Creative Carlsbad Arts Council, a 501c3 non-profit, and dispersed monthly. Creative Carlsbad will then be responsible for employing the Executive Director as well as meeting the terms of the proposed contract. The Executive Director of the ACD is Ms Julie Chester who is doing an outstanding job in this capacity.

**DEPARTMENT RECOMMENDATION:** If it is the pleasure of the City Council, it is recommended that this contract renewal be approved.

**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/ Michael A. Hernandez	Date: 07-18-19
--	----------------

**FIRST RENEWAL OF THE  
AGREEMENT BETWEEN THE CITY OF CARLSBAD  
AND CREATIVE CARLSBAD TO ACT AS THE ARTS COUNCIL FOR  
THE CARLSBAD ARTS AND CULTURAL DISTRICT**

This Agreement is entered into at Carlsbad, New Mexico, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **CITY OF CARLSBAD**, New Mexico, a municipal corporation, hereinafter referred to as "City" and **CREATIVE CARLSBAD**, a New Mexico non-profit corporation, hereinafter referred to as "Creative Carlsbad".

WHEREAS, in 2018, the City was approved by the New Mexico Arts Commission to form the Carlsbad Arts and Cultural District in June 2018; and

WHEREAS, in the City entered into a contract with Creative Carlsbad to have Creative Carlsbad act as the Arts Council for the Carlsbad Arts and Cultural District; and

WHEREAS, that agreement with Creative Carlsbad was for eleven (11) months commencing on 1 September 2018 and ending on 31 July 2019; and

WHEREAS, the parties wish to renew that agreement for the year beginning on 1 August 2019.

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

1. **Agreement.** The Agreement Between the City of Carlsbad and Creative Carlsbad to Act as the Arts Council for the Carlsbad Arts and Cultural District dated the 26<sup>th</sup> day of September 2018, is attached and is incorporated herein and made a part of this Renewal Agreement.
2. **Renewal.** The parties agree to renew that agreement dated September 26, 2018, for the year beginning 1 August 2019, and ending 31 July 2020.
3. **Terms and Conditions.** This renewal shall be under the same terms and conditions, and the parties shall have the same rights and responsibilities as in the attached agreement.
4. **Captions.** The captions of any articles, paragraphs, or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.
5. **Exhibits.** Any instrument or document made and attached to this Agreement shall constitute a part hereof as though set forth in full in the body of this Agreement, whether made a part hereof by reference or whether made a part hereof by attachment.

IN WITNESS WHEREOF, the City and Creative Carlsbad have signed and executed this Agreement as of the date first written above.

**CITY OF CARLSBAD:**

\_\_\_\_\_  
DALE JANWAY, MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK


**CREATIVE CARLSBAD:**

  
\_\_\_\_\_  
LARRY MITCHELL, PRESIDENT

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

The foregoing instrument was signed and acknowledged before me this 16 day of July, 2019, by, LARRY MITCHELL, President, Creative Carlsbad.

My commission expires:  
December 3, 2022

  
\_\_\_\_\_  
NOTARY PUBLIC

 OFFICIAL SEAL  
CARI PICKENS  
NOTARY PUBLIC - STATE OF NEW MEXICO  
My commission expires: 12/3/22



**AGREEMENT BETWEEN THE CITY OF CARLSBAD  
AND CREATIVE CARLSBAD  
TO ACT AS THE ARTS COUNCIL FOR  
THE CARLSBAD ARTS AND CULTURAL DISTRICT**

1 THIS AGREEMENT is entered into this 26<sup>th</sup> day of September, 2018,  
2 by and between the CITY OF CARLSBAD, NEW MEXICO, a municipal corporation,  
3 hereinafter referred to as "City", and CREATIVE CARLSBAD, a New Mexico non-profit  
4 corporation, hereinafter referred to as "Creative Carlsbad "

5  
6 WHEREAS, in January 2018, the City submitted its application seeking approval of  
7 a state-authorized arts and cultural district in Carlsbad pursuant to NMSA 1978, Sec. 15-  
8 5A-1, et seq.; and

9  
10 WHEREAS, the New Mexico MainStreet Coordinator reviewed the City's application  
11 and recommended its approval; and

12  
13 WHEREAS, the application was then reviewed by the New Mexico Arts Commission  
14 which approved the designation of the Carlsbad Arts and Cultural District in June 2018;  
15 and

16  
17 WHEREAS, the City would like Creative Carlsbad to act as the Arts Council for the  
18 Carlsbad Arts and Cultural District; and

19  
20 WHEREAS, Creative Carlsbad is willing to provide those services.

21  
22  
23 NOW, THEREFORE, for consideration specified herein, the parties agree as  
24 follows:

25  
26 1. **Creative Carlsbad Provided Services.** Creative Carlsbad shall provide the City  
27 with all services necessary or desired by the City as the Arts Council of City of Carlsbad's  
28 arts and cultural district. Such services shall include, but not be limited to, the following:

29 A. **Strategy.** Prior to September 1<sup>st</sup> of each year during which this contract is  
30 in effect, Creative Carlsbad shall submit to the City Administrator for the review and  
31 approval of the City Council an update of its three-year arts and culture  
32 development strategy for the Carlsbad Arts and Culture District and such other  
33 areas as are or may become part of the Arts and Culture District with such strategy  
34 detailing the past year's accomplishments and the goals, objectives, strategies,  
35 deadlines and methodologies proposed by Creative Carlsbad to update the three  
36 year plan.

37 B. **Executive Director.** Creative Carlsbad shall at all times employ, on at least  
38 a 30-hours per week basis, a qualified Arts and Culture District Executive Director.

39  
40

1 C. **Implementation.** Creative Carlsbad will implement the objectives identified  
2 in its three year arts and culture development strategy to:

3 i. Maintain compliance with all applicable state requirements and  
4 standards for arts and cultural districts.

5 ii. Promote the arts and culture economy of the Carlsbad Arts and  
6 Culture District.

7 iii. Create and market a positive image of the Carlsbad Arts and Culture  
8 District through special events, retail sales, advertising, and public relations.

9 iv. Coordinate the Carlsbad Arts and Cultural District program with state  
10 and national arts and culture programs.

11 v. Create an attractive and coordinated brand for the Carlsbad Arts and  
12 Culture District.

13 vi. Support MainStreet's development of a comprehensive Downtown  
14 Master Plan.

15 vii. Implement, coordinate and manage arts and cultural events in the  
16 Carlsbad Arts and Culture District.

17 viii. Develop, publish and distribute promotional literature for Carlsbad Arts  
18 and Culture District, including walking tours and business guides.

19 ix. Diversify and expand the tax and revenue base and the arts and  
20 cultural economy of the City of Carlsbad.

21 D. **Coordination and Meetings.** Creative Carlsbad shall from time to time be  
22 required to work with the City Council, City personnel, Committees, or Boards  
23 appointed by the Mayor and approved by the City Council on matters pertaining to  
24 this agreement and related matters that may arise from time to time. Creative  
25 Carlsbad shall meet with City Council, City personnel, and Committees or Boards  
26 as necessary to discuss the services performed pursuant to this Agreement.

27 E. **Reports.** As requested by the City, Creative Carlsbad shall provide written  
28 reports detailing all services rendered pursuant to this Agreement and such other  
29 information as may be required by the City from time to time.

30 F. **Materials & Supplies.** Creative Carlsbad shall provide all materials,  
31 supplies, equipment, and tools required to perform the duties required by this  
32 Agreement. Creative Carlsbad shall be solely responsible for the selection,  
33 purchase, repair, maintenance, and operational costs of such materials, supplies,  
34 equipment, or tools.

35 G. **Labor.** Creative Carlsbad shall provide all labor necessary to perform the  
36 duties required by this Agreement.

37 H. **Board of Directors.** For so long as this agreement shall remain in force, the  
38 Mayor shall have the authority to appoint an ex officio member to Creative  
39 Carlsbad's Board of Directors. The ex officio member shall represent the City's  
40 interests and shall act as a liaison between the City and Creative Carlsbad.

41 I. **Funding.** Creative Carlsbad shall diligently seek to diversify its funding base  
42 by collaborating with other community based organizations and soliciting funds and  
43 grants from County, State and Federal sources with additional funds to be raised  
44 locally through membership, corporate sponsors and donations.

1 J. **Additional Duties.** Creative Carlsbad shall perform such additional duties  
2 as may from time to time be mutually agreed to by the parties.  
3

4 2. **Term of Agreement.** The term of this Agreement shall be for one (1) year  
5 commencing on 1 September 2018 and ending on 31 July 2019. Thereafter, this  
6 Agreement may be extended for additional one (1) year periods with the written consent  
7 and approval of all parties. Each party shall have the right to cancel this agreement without  
8 penalty by giving sixty (60) days written notice to the other party. Notwithstanding any  
9 provisions to the contrary, this agreement shall remain valid only so long as the Governing  
10 Body of the City appropriates sufficient funding. If sufficient funding is not available or not  
11 appropriated by the City Council, then this Agreement is terminated and the City shall not  
12 incur any penalty or further liability.  
13

14 3. **Consideration for Services Rendered**

15 A. **Annual.** For services rendered under this agreement, the City shall pay  
16 Creative Carlsbad thirty thousand dollars per annum (\$30,000/year), payable in  
17 twelve (12) equal monthly payments. Payment by the City to Creative Carlsbad  
18 shall be made only upon invoice properly documented and supported.

19 B. **Lodgers' Tax.** The City shall make available to Creative Carlsbad, and  
20 Creative Carlsbad may expend, in a manner consistent with all applicable laws,  
21 rules, regulations, and policies, such Lodgers' Tax fund money as may be  
22 recommended by the Lodger's Tax Advisory Board and approved by the City  
23 Council. All such approved money shall be used as follows:

24 i. Such monies shall be expended only for the purpose of promoting  
25 Creative Carlsbad sponsored Arts and Cultural events, businesses, and  
26 organizations, if any.

27 ii. Such funds shall be paid to Creative Carlsbad only upon the  
28 submission of a properly documented invoice to the City Administrator.

29 iii. Any such Lodgers' Tax funds unexpended by Creative Carlsbad at the  
30 end of the City's fiscal year shall revert to the Lodgers' Tax cash reserve  
31 fund.  
32

33 4. **Corporate Status.** At all times during the term of this agreement, Creative Carlsbad  
34 shall maintain active corporate status and fulfill all requirements appertaining thereto.  
35 Creative Carlsbad shall provide the City Administrator with a current listing of officers and  
36 directors, as such may change in its corporate status.  
37

38 5. **Release of Liability and General Liability Insurance.**

39 A. **Hold Harmless.** The City will not be responsible for any personal injury,  
40 death or property damage to Creative Carlsbad, its agents, employees,  
41 representatives or assigns incurred in the performance for the services specified  
42 herein and Creative Carlsbad shall hold the City completely harmless from any and  
43 all such actions.  
44

1           **B. Public Liability Insurance.** At all times material to this Agreement, Creative  
2 Carlsbad shall obtain and maintain, at its own expense, public liability insurance in  
3 the sum of one million dollars (\$1,000,000.00). Such insurance shall name the City  
4 as an additional insured. Creative Carlsbad shall provide the City with a current  
5 Certificate of Insurance. The insurance shall be with a company or companies  
6 licensed and authorized to do business in the State of New Mexico. Creative  
7 Carlsbad shall annually furnish to the City a Certificate of Insurance for the above  
8 required insurances. Creative Carlsbad shall provide the City with notice of any  
9 change thereof, and furnish to the City evidence of acquirement of a substitute  
10 therefore, and payment of the premium thereof.

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

14           **A. Bankruptcy.** If involuntary proceedings under any bankruptcy or insolvency  
15 act shall be instituted against Creative Carlsbad or if a receiver or trustee shall be  
16 appointed of all or substantially all of the property of Creative Carlsbad and such  
17 proceedings shall not be dismissed or the receivership or trusteeship vacated within  
18 sixty (60) days after the institution or appointment.

19           **B. Failure to Comply.** If Creative Carlsbad shall fail to perform or comply with  
20 any of the conditions of this agreement and if the nonperformance shall continue  
21 for a period of 15 days after notice thereof by the City to Creative Carlsbad shall or  
22 if the performance cannot be reasonably had within the 15 day period and Creative  
23 Carlsbad shall not in good faith have commenced performance within the 15 day  
24 period and then diligently proceed to completion of performance.

25           **C. Transferral.** If this agreement shall be transferred to or shall pass to or  
26 devolve to any other person or party except in the manner specified herein.

27  
28       **7. Effect of Default.** In the event of Creative Carlsbad's default as set forth in this  
29 Agreement, the City shall have the right to cancel and terminate this agreement by giving  
30 Creative Carlsbad not less than 15 days notice of cancellation and termination. On  
31 expiration of a time fixed in the notice, this Agreement and all rights, title and interest of  
32 Creative Carlsbad hereunder shall terminate in the same manner and with the same force  
33 and effect, except as to Creative Carlsbad's liability, as if the date fixed in the notice of  
34 cancellation and termination is the end of the term herein originally determined.

35  
36       **8. Waiver.** The failure of the City to insist upon strict performance of any of the terms  
37 and conditions herein shall be deemed waiver of the right or remedies that the City may  
38 have regarding that specific instance only and shall not be deemed a waiver of any  
39 subsequent breach or default in any condition.

40  
41       **9. Notice.** All notices to be given with respect to this agreement shall be in writing,  
42 each notice shall be sent by registered or certified mail, postage pre-paid and return receipt  
43 request to the party to be notified at the addresses below or such other address as the  
44 party or parties may actually have at the time of giving notice. Every notice shall be

1 deemed to be given at the time it shall be deposited in the United States mails in the  
2 manner prescribed herein. Nothing contained herein shall be construed to preclude  
3 personal service of any notice in the manner prescribed for personal service of a summons  
4 or other legal processes.

5  
6 Except as noted above, notice shall be made as follows:

7 Notice to: City:

8 City Administrator  
9 P.O. Box 1569  
10 Carlsbad, NM 88221-1569

Notice to: Creative Carlsbad.

President, Creative Carlsbad  
102 South Canyon  
Carlsbad, NM 88220

11  
12 10. **Assignment, Mortgage or Sublease.** Creative Carlsbad shall not assign,  
13 mortgage or pledge or encumber this agreement without the prior written consent of the  
14 City.

15  
16 11. **Time of Essence.** Time is of the essence in all provisions of this agreement.

17  
18 12. **Compliance with Applicable Law.** Creative Carlsbad shall comply with all  
19 applicable State and Federal Laws, Rules Regulations and City Ordinances including any  
20 applicable provisions of the New Mexico Workers' Compensation Act.

21  
22 13. **Bribes, Gratuities and Kickbacks.** The procurement Code, Sections 13-1-28  
23 through 13-1-199, N.M.S.A., 1978, as amended, imposes civil and criminal penalties for  
24 illegal bribes, gratuities and kickbacks.

25  
26 14. **Employees and Subcontractors.** Creative Carlsbad shall be solely responsible  
27 for payment of wages, salary or benefits to any and all employees or contractors retained  
28 by Creative Carlsbad in the performance for this agreement. Creative Carlsbad agrees to  
29 indemnify, defend and hold harmless the City for any and all claims that may arise from  
30 Creative Carlsbad's relationship to its employees and contractors.

31  
32 15. **Independent Contractor.** Creative Carlsbad, its officers, employees, and agents  
33 are independent contractors performing professional services for the City and are not  
34 employees of the City. Creative Carlsbad and it's officers, employees, and agents shall  
35 not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits  
36 afforded to the employees of the City of Carlsbad as a result of this Agreement.

37  
38 16. **Workers' Compensation.** Creative Carlsbad agrees to comply with state laws and  
39 rules applicable to workers compensation benefits for its employees. If Creative Carlsbad  
40 fails to comply with the Workers' Compensation Act and applicable rules when required to  
41 do so, this agreement may be terminated by the City.

1 17. **Force Majeure.** Neither the City nor Creative Carlsbad shall be liable for any delay  
2 in the performance of this agreement nor for any other breach nor for any loss or damage  
3 arising from uncontrollable forces such as fire, theft, storm, war or any other force majeure  
4 that could not have been reasonably avoided by exercise of due diligence.  
5

6 18. **Entirety of Agreement; Modifications.** This Agreement incorporates all the  
7 agreements, covenants, and understandings between the parties hereto concerning the  
8 subject matter hereof, and all such covenants, agreements, and understandings have been  
9 merged into this written Agreement. No prior or contemporaneous agreement or  
10 understanding, verbal or otherwise, of the parties or their agents shall be valid or  
11 enforceable unless embodied in this Agreement. The parties expressly waive any other  
12 or further representations, warranties, or agreements not set forth in this document.  
13 Neither this Agreement nor any provisions hereof may be waived, modified, amended,  
14 discharged or terminated except by an instrument in writing executed with the same  
15 formality as with this Agreement and then only to the extent set forth in such instrument  
16

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

24 20. **Modifications to Agreement.** This Agreement may not be changed except by the  
25 consent of the parties in writing, executed with the same formality as with this Agreement.  
26

27 21. **Severability.** The provisions hereof shall be deemed independent and severable  
28 with each other and the invalidity or partial invalidity or unenforceability of any one  
29 provision shall not effect the validity or enforceability of any other provision hereof.  
30

31 22. **Audit, Inspection and Retention of Records.**

32 A. **Inspection.** The City shall have the right during regular office hours,  
33 preceded by reasonable notice, to inspect the financial records and other records  
34 and documents that Creative Carlsbad may have in its possession relating to the  
35 services rendered pursuant to this agreement. Creative Carlsbad shall maintain at  
36 all time during the term of this agreement and for six (6) years thereafter all records  
37 that pertain to the services rendered pursuant to this agreement.

38 B. **Annual Report.** Creative Carlsbad shall provide an annual financial report  
39 of all expenditures and revenues made and received pursuant to this agreement.  
40

41 23. **ARBITRATION.** SHOULD ANY DISPUTE ARISE BETWEEN THE PARTIES IN  
42 CONNECTION WITH THIS AGREEMENT AND IS SUCH DISPUTE CANNOT BE  
43 RESOLVED BY DISCUSSION BETWEEN THE PARTIES, THE PARTIES AGREE TO  
44 SUBMIT THE UNRESOLVED DISPUTE TO BINDING ARBITRATION IN LIEU OF  
45 LITIGATION.

1 24 **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY WAIVE THE RIGHT TO A  
2 JURY TRIAL ON ANY ISSUE ARISING OUT OF OR RELATING, DIRECTLY OR  
3 INDIRECTLY, TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED  
4 HEREBY.

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

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

14  
15 **City OF CARLSBAD:**

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19 DALE JANWAY, MAYOR

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21 ATTEST:

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25 CITY CLERK

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27 **CREATIVE CARLSBAD:**

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30 JULIE CHESTER, PRESIDENT

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33 STATE OF NEW MEXICO )  
34 ) ss.  
35 COUNTY OF EDDY )

36  
37 The foregoing instrument was signed and acknowledged before me this 17<sup>th</sup>  
38 day of September, 2018, by, JULIE CHESTER, President, Creative Carlsbad.

39  
40 My commission expires:

41 5-30-2022

42   
43 NOTARY PUBLIC

**CITY OF CARLSBAD**

**AGENDA BRIEFING MEMORANDUM**

Council Meeting Date: 07/23/19

<b>DEPARTMENT:</b> Police	<b>BY:</b> Shane Skinner	<b>DATE:</b> 07/12/19
<b>SUBJECT:</b> Consider approval of FY 19/20 annual contract with All City Management Services (ACMS) for school crossing guard services.		
<p><b>BACKGROUND, ANALYSIS AND IMPACT:</b> (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)</p> <p>For the 2019-20 School Year, the City of Carlsbad has allocated monies for outsourcing school crossing guard services. All City Management Services (ACMS) was the only professional company able to provide such services for the City of Carlsbad, therefore are to be considered a "sole source" provider. ACMS submitted a contract for services. The contract includes the definitions of terms, scope of work, responsibilities, code of conduct, compensation and agreeing to a Megan's Law compliant background check on those employed by ACMS.</p>		
<b>DEPARTMENT RECOMMENDATION:</b> Approval of the proposed contract for services.		
<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/ Michael A. Hernandez		<b>Date:</b> 07-18-19

ATTACHMENT(S):





## ALL CITY MANAGEMENT SERVICES

### Proposed Billing Rate

As a full service contractor, the billing rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the **City of Carlsbad, NM** Crossing Guard Program.

**Proposed Billing Rate:** Twenty-one Dollars and Twenty-three Cents (**\$21.23**) per crossing, per guard. This pricing is based upon 14 crossing guards compensated an average of 2 crossings per day, for 176 school days annually. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 4,928 crossings annually, we project a **Not to Exceed price of \$104,621.**

This price is before City of Carlsbad Gross Receipts Tax (currently 7.6458%) which will be added to each invoice

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. **City of Carlsbad** would only be billed for Crossing Guard services rendered on designated "school days" unless otherwise requested by the City.

The billing rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the City should desire any such additional equipment the additional cost would be billed to the City.

### ACMS Contact Information

Business Address: 10440 Pioneer Blvd, Suite 5 Santa Fe Springs, CA 90670

Phone numbers: 310.202.8284 or 800.540.9290

Fax number: 310.202.8325

Website address: [www.thecrossingguardcompany.com](http://www.thecrossingguardcompany.com)

24 Hour Emergency Dispatch: 877.363.2267

General Manager: Baron Farwell: [baron@thecrossingguardcompany.com](mailto:baron@thecrossingguardcompany.com)

Vice President of Operations: Patricia Pohl: [pat@thecrossingguardcompany.com](mailto:pat@thecrossingguardcompany.com)

Director of Marketing: Harlan Sims: [harlan@thecrossingguardcompany.com](mailto:harlan@thecrossingguardcompany.com)

Director of Finance (Acting): Noel Concha: [noel@thecrossingguardcompany.com](mailto:noel@thecrossingguardcompany.com)

This pricing is valid for a period of 90 days.



## **AGREEMENT FOR CROSSING GUARD SERVICES**

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated July \_\_, 2019 and is between the CITY OF CARLSBAD (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

### **WITNESSETH**

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on Contractors best availability and ends on June 30, 2020 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide fourteen (14) School Crossing Guards for City of Carlsbad equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such School Crossing Guards shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks, fingerprint based background checks and E-Verify on prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by the City of Carlsbad.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
  - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
  - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
  - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
  - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined

aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$9,000,000 (Nine Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-one Dollars and Twenty-three Cents (**\$21.23**) per report/crossing, per Crossing Guard during the term. Contractor shall bill a minimum of 2 reports/crossings per day, per Crossing Guard, unless Contractor fails to perform service. Crossing Guard shifts shall be a maximum of 0.75 hours in the morning and .75 hours in the afternoon, unless otherwise requested by the City.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

**[SIGNATURES FOLLOW ON NEXT PAGE]**

**CITY OF CARLSBAD**  
**SERVICES CONTRACT**

**Exhibit A**

This Agreement is made and entered into upon the date signed by the *Designee* of the City of Carlsbad and *issuance of approved issuance of approved purchase order* by and between the City of Carlsbad, hereinafter called the “City”, and All City Management Services, Inc., herein after called the “Contractor”.

**1. SCOPE OF WORK AND RESPONSIBILITIES**

That the Contractor shall render services to the City as follows:

To provide crossing guard services district wide. See Agreement for Crossing Guard Services, for details, (see page 1 of Agreement for Crossing Guard Services).

The City expects all contractors to maintain the highest professional, moral and ethical standards in their conduct with students. For the purpose of this contract, contractors also include school volunteers.

All City Contractors are expected to accept responsibility for their conduct, and to understand that their conduct may be regarded as representative of the City, and that even off-duty conduct may adversely affect the abilities of a contractor to effectively perform his/her job duties. Contractors are expected to abide by a professional standard of conduct and model good citizenship for students, parents and the community.

The interactions and relationships between contractors and students should be based upon mutual respect and trust; and understanding of the appropriate boundaries between adults and students in an educational setting; and consistent with the educational mission of the schools. Even if a student participates willingly in an activity, prohibited interactions between contractors and students (regardless of the student’s age) are a violation of this contract.

Specifically, the City expects that its contractors maintain appropriate professional relationships with students in particular, and an youth in general, and be sensitive to the appearance of impropriety in their conduct with students. Contractors are encouraged to discuss issues with their building administrator or supervisor whenever they are unsure whether particular conduct may constitute a violation of this contract.

Contractors must understand that even an appearance of inappropriate relationship will adversely impact their effectiveness in the school environment. Therefore, contractors must be diligent in maintaining the highest ethical standards when interacting with youth both inside and outside the

school environment and are strictly prohibited from forming such personal relationships with students outside the classroom.

## **PROHIBITED CONDUCT**

Contractors are prohibited from engaging in any of the following types of prohibited conduct, regardless of whether the conduct occurs on or off school property or whether the conduct occurs during or outside of school hours. The following list of prohibited conduct does not, and is not intended to, constitute the entire list of conduct for which discipline may be imposed:

- a) Engaging in any romantic or sexual relationship with students, including dating, flirting, sexual contact, inappropriate physical displays of affection, or sexually suggestive comments between contractor and students, regardless of whether contractor or student initiates the behavior, whether the relationship is consensual, or whether the student has parent permission,
- b) Fostering, encouraging, or participating in inappropriate emotionally or socially intimate relationships with students in which the relationship is outside the bounds of the reasonably, professional staff-student relationship and which the relationship could reasonably cause a student to view the contractor as more than a teacher, administrator, or advisor;
- c) Initiating or continuing communications with students for reasons unrelated to any appropriate purpose, including oral or written communications; telephone calls, electronic communications such as texting, instant messaging, email, chat rooms, Facebook, or other social networking sites; webcams; or photographs. Electronic and online communications with students, including those through personal accounts, should be accessible to supervisors and professional in content and tone;
- d) Socializing with students outside of class time for reasons unrelated to any appropriate purpose;
- e) Providing alcohol (regardless of age) or drugs – either prescription or illegal, (except for those provide in accordance with district policy on medication administration) - to students.

That the City shall provide the following services:

## **2. COMPENSATION**

That for the services rendered satisfactorily, the City agrees to pay the Contractor compensation as follows:

- a) The amount of \$104,621.00 for services, plus prevailing City of Carlsbad Gross Receipts Tax 7.6458% equals the total amount of \$112,620.11.
- b) All contracts are payable in the 45 days upon receipt by the City of signed invoice(s) detailing times and services.

### 3. MANDATORY BACKGROUND CHECKS

The contractor shall have each and every employee or agency comply with a federally recognized fingerprint, felony and sex offense records check, and provide the City proof that its employees and agents have no sex offense convictions and meet the legal requirements to work with and be unaccompanied in the presence of school age children.

This Contract shall remain in effect until *completed* but no later than June 30 of the fiscal year, unless terminated by either party upon written notice delivered to the other party at least 30 days prior to the intended date of termination.

### 4. MISCELLANEOUS TERMS:

- a) **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes any prior agreement or understandings with respect to the subject matter of this Agreement.
- b) **Records and Audit.** Both parties will maintain records for three years from the expiration or termination of this Agreement. The records shall indicate the date, length of time, and nature of services rendered. These records shall be subject to inspection and audit by the City Administrator or designee, The Department of Finance and Administration, and the State Auditor.
- c) **Liability.** As between parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of its employees or agents. The liability of the City of Carlsbad shall be subject in all cases to the immunities and limitation of the New Mexico Tort Claims Act, Section 41-4-1, et seq. NMSA 1978, as amended. (see page 2 - Item 11 of Agreement for Crossing Guard Services).
- d) **Modifications.** No changes, amendments or alterations to this Agreement will be effective unless in writing and signed by both parties.
- e) **Non-Assignability.** This Agreement will not be assigned by either party, nor will the duties imposed upon either party by this Agreement be delegated, subcontracted, or transferred by either party, in whole or in part, without prior written consent of the other party.
- f) **Governing Law.** This Agreement will be construed, interpreted, governed, and endorsed in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico.
- g) **Severability.** The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.
- h) **Marketing Materials.** Neither the City nor the Contractor will use the other's name in any publicity or advertising material without prior written consent of the other party.

- i) **Headings.** Headings and captions used in this Agreement are for convenience and ease of references only and will not be used to construe, interpret, expand or limit the terms, conditions, or other provisions of this Agreement.
- j) **Cooperation and Dispute Resolution.** The parties will meet as necessary to discuss and evaluate the progress of the program involved in this Agreement. The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performances of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.
- k) **Third parties.** Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims or interest upon a person not a party to this Agreement.
- l) **Employee status.** The Contractor and its directors, officers, agents and employees are not employees of the City and shall not accrue leave, retirement, insurance, use of state vehicles, bonding, or any other benefit afforded to employees of the City as a result of this Agreement.
- m) **Nondiscrimination.** Neither party will discriminate against program participants and employees on the basis of race, religion, national origin, sex, sexual orientation, age or handicap.
- n) **Confidentiality.** The parties in accordance with applicable federal and state laws and regulations regarding confidentiality of records of students will maintain the confidentiality of any records.
- o) **Conflict of Interest.** That the parties warrant that they have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
- p) **Appropriations.** That the terms of this Agreement are contingent on sufficient appropriations and authorization being made by the Legislature of New Mexico, City of Carlsbad, and the Federal Government for the performance of this Agreement. If, for any reason sufficient appropriations and authorizations are not made, the Agreement shall terminate upon written notice being give to the City. Such termination shall not result in any claim for damages by the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
- q) **Binding Effect.** This Agreement is binding upon, and insures to the benefit of, the parties to this Agreement and their respective successors and assigns.
- r) **Violations.** The Procurement Code, Section 12-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violations. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribe, gratuities, and kickbacks.
- s) **Notice.** Any notice required to be given pursuant to the terms and provisions of this Agreement will be in writing and will be sent by certified mail, return receipt requested, postage prepaid, as follows:



**City of Carlsbad**  
**101 N. Halagueno**  
**Carlsbad, NM 88221**  
**Phone: 575 887 1191**

**All City Management Services, Inc.**  
**10440 Pioneer Blvd., Suite 5**  
**Santa Fe Springs, CA 90670**  
**Phone: 310 202 8284**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

**CITY**

**CONTRACTOR**

**City of Carlsbad**

**All City Management Services, Inc.**

By \_\_\_\_\_  
Signature

By  \_\_\_\_\_  
D. Farwell, Corporate Secretary

\_\_\_\_\_  
Print Name and Title

Date \_\_\_\_\_

Date 7/18/19 \_\_\_\_\_

**CITY OF CARLSBAD**

**AGENDA BRIEFING MEMORANDUM**

Council Meeting Date: 7-23-2019

<b>DEPARTMENT:</b> Municipal Services	<b>BY:</b> Angie Barrios-Testa, Director	<b>DATE:</b> 7-17-2019
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**SUBJECT: Approve Cooperative Educational Services Contract for the HVAC System Upgrade Project at the Carlsbad Museum & Arts Center**

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

This request is to award a Cooperative Educational Services Contract to Engie Services U.S. for the HVAC System Upgrade Project at the Carlsbad Museum & Arts Center. The enclosed proposal from Engie Services U.S. under Cooperative Educational Services Contract#19-010B-C-101-ALL is for the amount of \$556,389. The proposed project to replace and upgrade the HVAC System includes (3) new highly efficient Rooftop Units (RTU's) with Humidification added to the (3) units. There will be (2) new Humidifiers with (5) dispersion stations to serve the areas as outlined in the enclosed proposal. The project will require a water treatment system to serve the makeup water to the steam generators of the new proposed Humidifiers. This water treatment system is a complete system with Reverse Osmosis (RO), Water Softening, and Dichlorination components. The proposed new HVAC system, as well as the existing RTU #4 (Atrium), will be controlled with a new Delta Controls™ Building Automation System. This new Delta Control™ system will tie into a citywide Facility Management System. The proposal also includes electrical upgrades to correct and address electrical deficiencies required by the HVAC upgrades.

Engie Services U.S. is a reputable vendor with experience in HVAC upgrades for museums and other art related facilities. The upgraded system will help bring the interior environment up to museum standards and thus will help to preserve art and artifacts. As part of their scope of work, Engie Services U.S. will provide training of City personnel on the maintenance of the New HVAC equipment as well as support on the Facility Management System.

**DEPARTMENT RECOMMENDATION:** If it is the pleasure of the City Council, staff recommends that this project use the Cooperative Educational Services contract with Engie Services U.S.

**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"/> Library Board | <input type="checkbox"/> N. Mesa Board     | <input type="checkbox"/> Beautification Committee   | <input type="checkbox"/> DISAPPROVED |

<p><b>Reviewed by:</b>  <b>City Administrator:</b> /s/ Michael A. Hernandez</p>	<p><b>Date:</b> 07/18/19</p>
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**ENGIE Services U.S. Proposal to City of Carlsbad  
Museum HVAC Upgrades  
Number of Pages - 7**

**Job: City of Carlsbad Museum HVAC Upgrades & Addition of Humidifiers**

**Customer Name: City of Carlsbad, NM – Attention: Angelica Barrios Testa**

**ENGIE SERVICES U.S. Contact: Patrick J. Gibson or Scott Stevens – 505-890-2888**

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Engie Services U.S. is pleased to provide the following proposal to replace and upgrade the HVAC (Heating Ventilation and Air-conditioning) System with (3) new highly efficient Rooftop Units (RTU's). Per the City's request we propose to add Humidification to the (3) new RTU's. There will be (2) new Humidifiers with (5) dispersion stations to serve the areas outlined below. We also propose a complete water treatment system to serve the makeup water to the steam generators of the new proposed Humidifiers. This water treatment system is complete system with Reverse Osmosis (RO), Water Softening, and Dichlorination components. The proposed new HVAC system as well as the existing RTU #4 (Atrium) will be controlled with a new Delta Controls™ Building Automation System. This new Delta Control™ system will tie into the City's existing district wide Facility Management System.

This Proposal by and between ENGIE SERVICES U.S. and the Customer shall become a binding contract ("Contract") when executed by ENGIE SERVICES U.S. and the Customer.

**1. TERM:** The term of the Contract shall be for the period necessary to complete the Scope of Work followed by a twelve (12) month warranty period (warranty shall start at Substantial Completion).

**2. SCOPE OF WORK:**

- (1) New Roof Top Unit (RTU#1) - York™ Millennium 25 Ton Single Package, R-410A refrigent, with Four Stage Cooling and Natural Gas Heat (533 MBH). RTU #1 serving west half of the building.
- (2) New Roof Top Units (RTU#2 & #3) – York™ 5 Ton Siple Package, R-410A refrigent, with Two Stage Cooling and Natural Gas Heat. RTU#2 & #3 serving east half of the building.
- Reclaim old refrigerant and remove old RTU's #1, #2, & #3. City has right of first refusal.
- Coordinate Crane lifts for new RTU's and removal of old HVAC equipment on roof.
- Reutilize existing (3) above mentioned RTU roof curbs to minimize roof exposure.
- Disconnect and reconnect existing gas line for above mentioned RTU's.
- General Contracting work – Demo existing kitchenette cabinet and sink in area just north of the Hall of Fame Gallery for "Water Treatment Center".
- Install new driSteem™ "Water Treatment Center" that includes Reverse Osmosis, Water Softening, and Dichlorination components. Reutilize the old kitchenette sinks water makeup and sewer line (mentioned above).
- Install and run new Polybutylene pipe for treated water makeup to (2) new driSteem™ Steam Generators. (1) to RTU#1 and the other to both RTU#2 & RTU#3.
- Install new driSteem™ Humidifier (H1) for RTU#1 and pipe to (3) Rapid-sorb™ steam dispersion stations locate in main duct distribution.
- Modify main duct to accommodate these (3) dispersion stations in Art classroom #111.
- Install new driSteem™ Humidifier (H2) for RTU#2 and RTU#3 and pipe to (2) Rapid-sorb™ steam dispersion stations locate in main duct distribution for each unit.
- General Contracting work – Remove enough ceiling in the Hall of Fame Gallery (west side of room) to accommodate installation of steam dispersion stations.

- Run new electrical conduits and add new 480VAC circuit from new proposed load center (\*see below) to the (3) new RTU's.
- Run new electrical conduits and add new 480VAC circuit from new proposed load center to the (2) new Humidifiers (H1 & H2). (\*see below).
- Locate existing 120VAC power for new "Water Treatment Center".
- Install new Delta Controls™ Building Automation System, with remote access supplied by the City's IT department.
- Project Management and coordination of different trades.
- Commissioning and testing of the overall system functionality from Engie Technicians.
- Engineering and development for permit and construction drawings, and specifications.
- Training of City personal on the Maintenance of New HVAC equipment.
- Training and support of City personal on the Facility Management System.

**CONTRACT PRICE INCLUDING NMGRT AND P&P BOND:**

Subtotal for above work..... \$472,937.58  
 New Mexico Gross Receipt Tax (7.6458%) ..... \$36,159.86

**Total for above HVAC project .....\$509,097.43\*\*\***  
 ---HVAC Renovation Preliminary Budget Estimate (presented early in March) .... \$520,000.00 ---

**Electrical Safety and Code Deficiencies Upgrades:**

Engie Services US. Is please to provide the following price to repair and fix the electrical code deficiencies to accommodate the above HVAC & Humidification Project. Please reference the Survey & Report performed by Peak Power Engineering Inc. dated June 26, 2019.

**Scope of Work to correct Electrical Deficiencies for the above HVAC project:**

- Replace existing 480V feeder to Storage Rm. 110 Electrical disconnect.
- Remove existing 480V disconnect in Storage Rm. 110.
- Supply and install new 200A 480V load center in Storage Rm 110.
- Refeed new load center from existing MCC located near front entrance of building.
- Supply and install new 75KVA 480V to 120/208V floor mount/Dry type transformer.
- Supply and install new 42 circuit lighting panel to serve existing branch circuits.

**Total for above Electrical improvements .....\$47,290.95\*\*\***



\*\*\*CES Contract: # 19-010B-C101-ALL\*\*\*

The above pricing has been established using the discounted pricing schedule through Cooperative Educational Services and is not meant for direct sale to the end user.

**Above Prices Exclude:**

- 1) Moving of items in museum. It is the City/Museums responsibility to remove such items.
- 2) The addition and or replacement of any equipment not mentioned above.
- 3) The removal of materials containing Asbestos. Any Asbestos abatement is excluded.
- 4) Temporary Heating/Cooling.
- 5) Temporary power, power conditioning and or back up power.



- 6) Backup of system configuration and profiles storage.
- 7) Existing electrical code violation repairs or replacement not mentioned above.
- 8) Utility service upgrades.
- 9) Fire alarm systems.
- 10) IT switches and or the management of the IT systems.
- 11) Repair or replacement any existing IT network cabling.
- 12) IT Network/Equipment room conditioning of temperature.

**Warranty:**

- ENGIE Services U.S. covers labor and parts for 1 year following installation. Non-Emergency warranty work shall be conducted during normal working hours Monday thru Friday, 8AM to 5:00PM, not including weekend and/or Holidays.
- Manufacturer’s warranty extends to materials installed and is included in this proposal.

**3. LIMITED WARRANTY**

a. With respect to the Scope of Work herein, ENGIE SERVICES U.S. warrants that its workmanship shall be free of material defects for a period of one (1) year from the date the Scope of Work is properly installed, operational and is being used for its intended purpose (“Substantial Completion”). During such period, ENGIE SERVICES U.S. will repair or replace any defective part of the Scope of Work without charge to Customer.

b. WHAT IS NOT INCLUDED: ENGIE SERVICES U.S. makes no other express warranty including any warranty of merchantability of the system or its fitness for any special purpose. This warranty does not cover repairs that are needed because of an accident, vandalism, Customer’s failure to properly use the system, or if someone other than ENGIE SERVICES U.S. attempts to repair or change the system, or any other reason except a defect in the equipment or our installation. ENGIE SERVICES U.S. is not liable for consequential or incidental damages. The Customer agrees that this is ENGIE SERVICES U.S.’s only warranty and ENGIE SERVICES U.S. has given no other warranty for the system.

**4. EXECUTABLE CONTRACT:** This Proposal shall create a binding Contract between ENGIE SERVICES U.S. and the Customer upon its execution by both party’s authorized representatives below.

**This proposal expires on: 08/31/19**

The Terms and Conditions set forth on the following pages and are expressly incorporated herein and form an integral part of this Contract.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe their names to this Contract by their duly authorized representatives on the date(s) set forth below.

**Accepted:**

**Submitted by: Patrick J. Gibson**

\_\_\_\_\_  
(Full legal name of Customer)

**ENGIE Services U.S.**

*Patrick J. Gibson*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature  
Director of Project Development

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date \_\_\_\_\_

Date: July 14, 2019

Address City of Carlsbad, NM  
101 N. Halagueno St.  
Carlsbad, NM 8820

ENGIE Services U.S.  
2600 American Road SE  
Rio Rancho, NM 87124  
505-890-2888



**ENGIE Services U.S.**  
**Terms and Conditions**

ENGIE SERVICES U.S. and Customer hereby agree to the following Terms and Conditions which are hereby incorporated into the Contract between ENGIE SERVICES U.S. and Customer. Customer and ENGIE SERVICES U.S. are each a “Party”, together the “Parties”. When duly executed by the Parties, the Contract, along with its exhibits and attachments, and these Terms and Conditions, shall constitute the complete, exclusive, and binding agreement between the Parties (the “Contract”). The Parties hereto agree as follows:

**ARTICLE A. IMPLEMENTATION OF THE PROJECT**

1. Upon the execution of this Contract, ENGIE SERVICES U.S. will perform the Scope of Work set forth herein.
2. The Contract Price set forth herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the Scope of Work hereunder, Customer agrees to pay ENGIE SERVICES U.S. any additional charges arising from such additional services, including but not limited to, premium pay, special freight or other fees or costs associated therewith.
3. ENGIE SERVICES U.S. reserves the right to engage others in a subcontractor status to perform the work hereunder.

**ARTICLE B. PURCHASE PRICE**

1. The total price for the Scope of Work is detailed in the Proposal at Section 2 (“Contract Price”).
2. The Customer agrees to compensate the ENGIE SERVICES U.S. in the form of progress payments as specifically set forth herein and are payable thirty (30) days after receipt of invoice.
3. Customer shall pay ENGIE SERVICES U.S., in addition to the Contract Price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other national, state or local government authority, which ENGIE SERVICES U.S. is required to pay in connection with the Scope of Work, services or materials furnished hereunder.

4. ENGIE SERVICES U.S. reserves the right to add to any account outstanding more than 30 days interest at 1% per month or the highest rate allowed by law. Customer agrees to pay all costs of collection incurred by ENGIE SERVICES U.S. including, but not limited to, collection agency fees, attorneys' fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.

**ARTICLE C. WARRANTY**

ENGIE SERVICES U.S. warrants its workmanship provided hereunder shall be free of material defects for a period of one (1) year from the date of Substantial Completion (“ENGIE SERVICES U.S. Warranty”). All warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering or construction, shall terminate one (1) year from Substantial Completion; and thereafter, ENGIE SERVICES U.S. will have no liability for breach of any warranty or for any latent or patent defect of any kind. Equipment and material warranties that exceed the one (1) year ENGIE SERVICES U.S. Warranty period shall be provided directly by the equipment and/or material manufacturers and such warranties shall be assigned directly to the Customer, after the one (1) year period. During the one (1) year ENGIE SERVICES U.S. Warranty period, ENGIE SERVICES U.S. shall be the Customer’s agent in working with the equipment and material manufacturers in resolving any equipment or material warranty issues. Other than for lamps and ballasts, any material defects that are discovered within the one (1) year ENGIE SERVICES U.S. Warranty period, ENGIE SERVICES U.S., or ENGIE SERVICES U.S.’ subcontractors, will correct its defects, and/or ENGIE SERVICES U.S. will work with the equipment or material manufacturer as the Customer’s agent to facilitate the manufacturer’s correction of the equipment or material defect. Such warranty services shall be performed in a timely manner and at the reasonable convenience of the Customer. This warranty expressly excludes any remedy for damage or defect caused by improper use, improper or inadequate maintenance, operations of the installed equipment by users other than ENGIE SERVICES U.S. or its subcontractors, corrosion, erosion, deterioration, abuse, modifications or repairs not performed by an authorized ENGIE SERVICES U.S. subcontractor, improper operation, or normal wear and tear under normal usage. If a warranty issue arises on any equipment or material installed after the one (1) year ENGIE SERVICES U.S. Warranty period, and the equipment or material has a warranty period that exceeds one (1) year, the Customer shall contact the manufacturer directly to resolve such warranty issues and Customer acknowledges that the manufacturer shall have sole responsibility for such issues. Except for the Warranty provided in Article C herein, Customer expressly agrees that ENGIE SERVICES U.S. makes no other warranties and assumes no other liabilities, whether in contract or in negligence, in connection with the sale and installation of equipment and materials provided hereunder, whether express or implied, in law or in communication between ENGIE SERVICES U.S. and Customer. ENGIE SERVICES U.S. specifically disclaims any implied warranties of merchantability or fitness for a purpose. Customer shall have no remedies against ENGIE SERVICES U.S. for any defective work installed except for the repair or replacement of such equipment in accordance with the Warranty indicated above. Specifically, ENGIE

SERVICES U.S. shall not be liable to Customer for loss of profits or for any special, indirect, incidental, consequential or punitive damages, however caused and on any theory of liability.

#### ARTICLE D. WASTE DISPOSAL/HAZARDOUS MATERIALS

The ENGIE SERVICES U.S. agrees to legally dispose of all removed fixtures, lamps and ballasts. Removed fixtures and non-PCB ballasts shall be disposed of in ENGIE SERVICES U.S.'s designated waste container. The ENGIE SERVICES U.S. shall dispose of hazardous waste such as PCB ballasts, MH lamps and fluorescent lamps by recycling through a State certified recycler. Documents of such disposal will be provided to the Customer. ENGIE SERVICES U.S. shall also dispose of any hazardous waste that it brings to the Project site.

Customer recognizes that in connection with the installation of the Scope of Work at Customer's Project site(s), ENGIE SERVICES U.S. may encounter, but is not responsible for, any work relating to (i) asbestos, materials containing asbestos, or the existence, use, detection, removal, containment or treatment thereof, (ii) fungus (any type of form of fungi, including mold or mildew, and mycotoxins, spores, scents or by-products produced or released by fungi), (iii) incomplete or damaged work or systems or code violations that may be discovered during or prior to the work of this Contract, or (iv) pollutants, hazardous wastes, hazardous materials, contaminants other than those described in this Section above (collectively "Hazardous Materials"), or the storage, handling, use, transportation, treatment, or the disposal, discharge, leakage, detection, removal, or containment thereof. The materials and activities listed in the foregoing sentence are referred to as "Excluded Materials and Activities". Customer agrees that if during the performance of the Scope of Work ENGIE SERVICES U.S. encounters any Excluded Materials and Activities, Customer will perform or arrange for the performance of such remediation work and shall bear the sole risk, cost and responsibility therefore. In the event ENGIE SERVICES U.S. discovers Hazardous or Excluded Materials, ENGIE SERVICES U.S. shall immediately cease work, remove all ENGIE SERVICES U.S. personnel or subcontractors from the affected area(s), and notify the Customer. The Customer shall be responsible to handle/remediate such Materials at its expense.

#### ARTICLE E. INDEMNIFICATION

To the full extent permitted by law, each Party shall indemnify, hold harmless, release and defend the other Party, its officers, employees, and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity in whole or in part, arising out of that Party's activities hereunder, including the activities of other persons employed or utilized by that Party in the performance of this Contract, excepting liabilities due to the negligence or willful misconduct of the indemnified Party. This indemnification obligation is not limited in any way by any limitations of any insurance held or provided by ENGIE SERVICES U.S. and shall continue to bind the parties after termination/completion of this Contract.

Under no circumstances will either Party be liable to the other Party for any special, indirect, incidental, consequential or punitive damages, however caused and on any theory of liability. "Consequential damages" includes, but is not limited to, operational losses in the performance of business including lost revenues and any increase in operating expense, and any lost profits. It is expressly understood and agreed to by both Parties that each Party's liability to the other shall be limited to reimbursement of only those Losses arising solely from a Party's breach of this Contract, negligence or willful misconduct. "Losses" means claims, actions, direct damages, liabilities, costs and/or expenses (including reasonable attorneys' fees).

#### ARTICLE F. TERMINATION/DEFAULT

Each of the following events or conditions shall constitute an "Event of Default" by the Parties:

- (i) any failure by either Party to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, and such failure continues for three (3) business days after written notice to the defaulting Party demanding that such failure to perform be cured; provided that (i) such failure to perform shall not be deemed a default hereunder if it is due to causes beyond the Party's control pursuant to Article H; and (ii) if such cure cannot be effected in three (3) business days, the Party shall be deemed to have cured the default upon the commencement of a cure within three (3) business days and diligent subsequent completion thereof; or
- (ii) any representation or warranty furnished by either Party in this Contract which was false or misleading in any material respect when made; or
- (iii) any failure by Customer to pay any amount to ENGIE SERVICES U.S. which is not paid within ten (10) calendar days of written notice from ENGIE SERVICES U.S. that the amount is past due.

If an Event of Default occurs, the non-defaulting Party will be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to Article I below including, without limitation, terminating this Contract and recovering amounts due and unpaid by Customer, and/or damages which shall include reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default; legal fees and arbitration costs; and losses and costs incurred as a result of terminating this Contract, and all costs and expenses reasonably incurred in exercising the foregoing remedies. Additionally, ENGIE SERVICES U.S. may stop the performance of its work or services herein in the event of non-payment by Customer and will resume such work or services when Customer has made full payment.



## ARTICLE G. INSURANCE

ENGIE SERVICES U.S. will maintain, or cause to be maintained, for the duration of this Contract, the insurance coverage outlined in (a) through (f) below, and all such other insurance as required by applicable law. Evidence of coverage will be provided to Customer via an insurance certificate.

(i) Workers' Compensation/Employers Liability for states in which ENGIE SERVICES U.S. is not a qualified self-insured. Limits as follows:

- \* Workers' Compensation: Statutory
- \* Employers Liability: Bodily Injury by accident \$1,000,000 each accident  
Bodily Injury by disease \$1,000,000 each employee  
Bodily Injury by disease \$1,000,000 policy limit

(ii) Commercial General Liability insurance with limits of:

- \* \$2,000,000 each occurrence for Bodily Injury and Property Damage
- \* \$4,000,000 General Aggregate - other than Products/Completed Operations
- \* \$4,000,000 Products/Completed Operations Aggregate
- \* \$2,000,000 Personal and Advertising Injury
- \* \$100,000 Damage to premises rented to ENGIE SERVICES U.S.

Coverage to be written on an occurrence form. Coverage to be at least as broad as ISO form CG 0001 (04/13) or its equivalent forms, without endorsements that limit the policy terms with respect to: (1) provisions for severability of interest or (2) explosion, collapse, underground hazard.

(iii) Auto Liability insurance for owned, hired and non-owned vehicles with limits of \$1,000,000 per accident.

Coverage to be written on an occurrence form.

(iv) Professional Liability insurance with limits of:

- \* \$1,000,000 per occurrence
- \* \$1,000,000 aggregate

Coverage to be written on a claims-made form.

(v) Umbrella/Excess Liability Insurance. Limits as follows:

- \* \$1,000,000 each occurrence
- \* \$1,000,000 aggregate

Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability and Professional Liability written on a claims made form. Coverage terms and limits also to apply in excess of those required for Employers Liability and Auto Liability written on an occurrence form.

(vi) Policy Endorsements.

\* The insurance provided for Workers' Compensation and Employers' Liability above will contain waivers of subrogation rights against Customer, but only to the extent of the indemnity obligations contained in this Contract.

\* The insurance provided for Commercial General Liability and Auto Liability above will:

- (a) include Customer as an additional insured with respect to Work performed under this Contract, but only to the extent of the indemnity obligations contained in this Contract, and
- (b) provide that the insurance is primary coverage with respect to all insureds, but only to the extent of the indemnity obligations contained in this Contract.

## ARTICLE H. FORCE MAJEURE

If a Party shall be unable to reasonably perform any of its obligations under this Contract due to a Force Majeure event (other than the obligation to make payments hereunder), this Contract shall, at the other Party's option, (i) remain in effect but said Party's obligations shall be suspended until the said events shall have ended; or, (ii) be terminated upon ten (10) days written notice to the Party, in which event neither Party shall have any further liability to the other, except that Customer shall pay ENGIE SERVICES U.S. for all work completed up to the date of termination of this Contract. "Force Majeure" shall mean those events caused beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which it has been unable to overcome, including acts of God and the public enemy; relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; work by local Utility; flood, earthquake, tornado, storm, fire; civil disobedience, labor disputes, strikes, labor or material shortages, delay in manufacturing and deliveries of equipment; sabotage; restraint by court order or public authority (whether valid or invalid), and/or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by the fault of the Party asserting the Force Majeure.

## ARTICLE I. DISPUTE RESOLUTION

In the event of a dispute, claim, or controversy arising out of or in connection with this Contract, the Parties through their designated representatives/program managers agree to confer and attempt to resolve the matter informally. If the matter cannot

be resolved, the matter shall be arbitrated and either Party may file a written demand for arbitration with the American Arbitration Association ("AAA") and shall send a copy of such demand to the other Party. The arbitration shall be conducted pursuant to the appropriate AAA Arbitration Rules in effect at the time the arbitration is commenced. The award rendered by the arbitrator shall be final and binding on the Parties and shall be deemed enforceable in any court having jurisdiction thereof and of the Parties. The arbitration shall be heard by one arbitrator, who shall have experience in the general subject matter to which the dispute relates. The arbitration shall take place at the AAA office in Albuquerque, New Mexico. The arbitrator does not have the power to award, and may not award, any punitive, indirect or consequential damages (however denominated). All arbitration fees and costs are to be shared equally by the Parties, regardless of which Party prevails. Each Party will pay its own costs of legal representation and witness expenses.

#### ARTICLE J. ENTIRE CONTRACT

This Contract, when executed, together with all Schedules attached hereto or to be attached hereto, as provided for by this Contract shall constitute the entire Contract between both Parties and this Contract may not be amended, modified, or terminated except by a written consent, signed by the Parties.

#### ARTICLE K. ASSIGNMENT

This Contract may be assigned by either Party upon written notice to the other Party. This Contract will be binding on, enforceable by, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

#### ARTICLE L. GOVERNING LAW

This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State of New Mexico, without regard to conflicts of laws principles.

#### ARTICLE M. INDEPENDENT CONTRACTOR

The Parties hereto agree that ENGIE SERVICES U.S., and any agents and employees of ENGIE SERVICES U.S., its subcontractors and/or consultants, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of Customer.



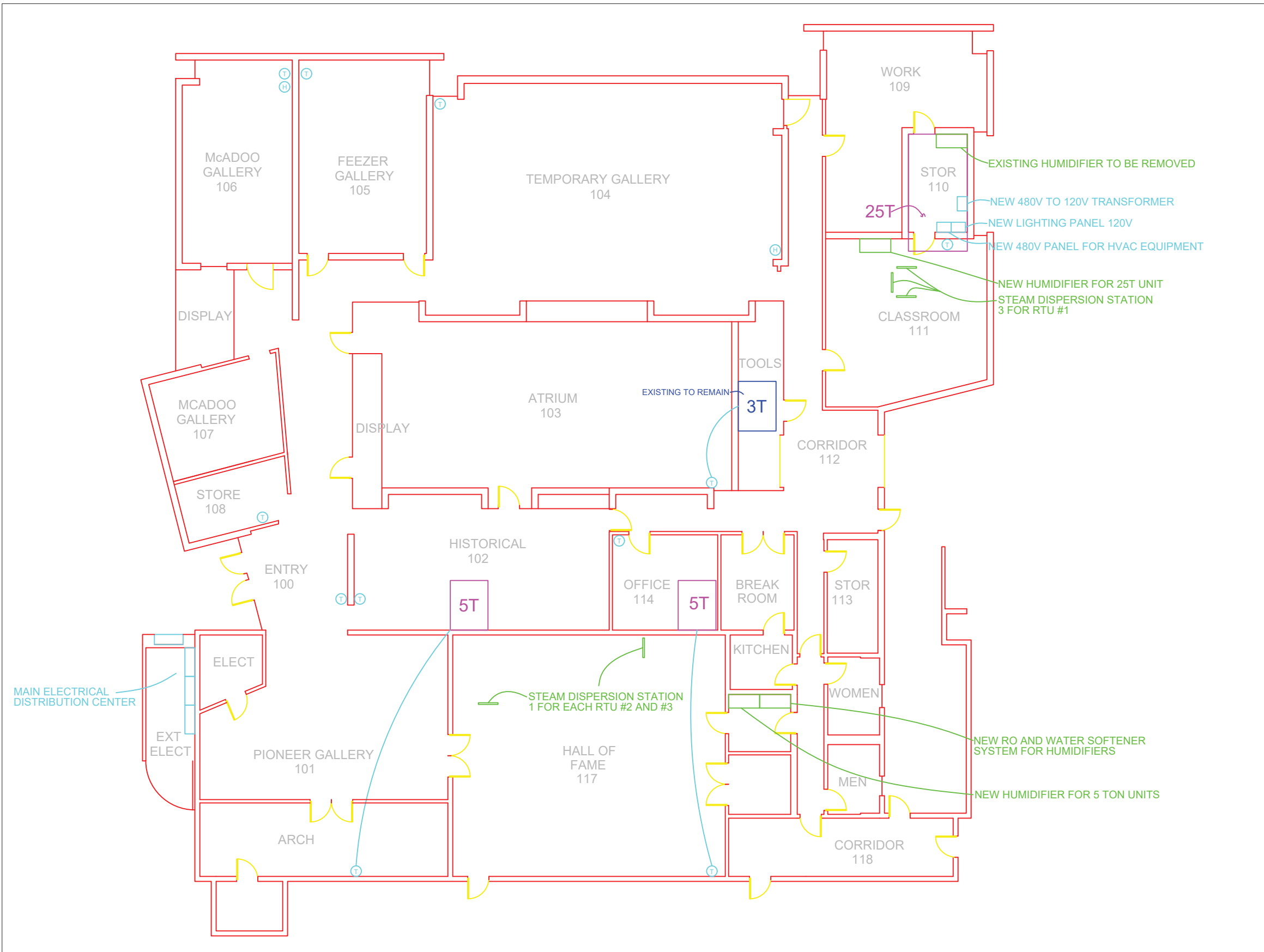
ENERGY PERFORMANCE SERVICES

2800 American Road SE Suite 380  
Albuquerque, New Mexico 87124  
Phone: (505) 890-2888  
Fax: (505) 890-1790  
www.engieservices.us



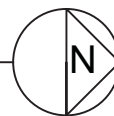
ENERGY STAR PARTNER

**CARLSBAD MUSEUM**  
418 W Fox St, Carlsbad, NM 88220



# CARLSBAD MUSEUM

1/16" = 1'



MARK	DATE	DESCRIPTION

JOB NAME	
DRAWING FILE	
DRAWN BY	
CHECK BY	
DATE	

SHEET TITLE  
**HVAC FLOOR PLAN**

SHEET NUMBER



**MONTHLY REPORT: June 2019**

**Community Development**

**Ken Britt  
Director**

**Total Patrons Served: 34,355**

# MONTHLY WORK REPORT

DEPARTMENT: GOLF COURSE	MONTH: JUNE
NO. OF EMPLOYEES: 5 FULL TIME 1 SEA	NO. OF DAYS IN MONTH: 30
HOLIDAYS THIS MONTH: 0	NO. OF WORK DAYS THIS MONTH: 20

ROUNDS PLAYED: JUNE 2019: 3,110 DOWN 9 ROUNDS OVER JUNE 2018

ROUTINE TASKS		NON-ROUTINE TASKS	
TASK	HOURS	TASK	HOURS
Mowing Fairways	109	Clean Riverwalk	16
Mowing Greens	84		
Mowing Tees	72		
Mowing Fringes	28		
Mowing Roughs	113		
Setting Up	42		
Mower Maint. and Minor Repair	22		
Watering Trees	0		
Irrigation System Maintenance	179		
Manual Watering	0		
Shop Housekeeping	12		
Hand Mowing and Trimming	105		
Roll Greens	75		
Blow debris off greens, pick up branches	32		
Clean bathrooms, empty trash, move tee markers, fill water cans, check ball washers	100		
<b>TOTAL HOURS SPENT ON ROUTINE TASKS</b>	<b>973</b>	<b>TOTAL HOURS SPENT ON NON-ROUTINE TASKS</b>	<b>16</b>
<b>TOTAL GOLF COURSE HOURS</b>	<b>989</b>		

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

Kyle Boatman, Golf Course Superintendent

# Monthly Report-June 2019

## AIRPORT

### Attendance-2000

#### Daily-Monday-Friday

Daylight and Nighttime Airfield documented inspections followed by corrective actions.

Perimeter check of all gates and for intrusion of wildlife.

Cleaning terminal daily. Restock sanitary items.

Maintain vehicles and equipment.

Removal of trash in Parking lot, Entrance and on Airfield.

Open Terminal at 5:00am and lock Terminal at 5:00pm. Monday-Friday and 5:00am-1:30pm Saturday and Sunday.

#### Weekends

Open Terminal at 5:00 am and close Terminal at 1:30 pm. Boutique Airlines will lock last doors and turn off lights when all passengers are gone.

Airfield Inspections are completed on both Saturday and Sunday by doing a nighttime and daytime Inspection.

Cleaning duties and other assigned duties on a as need basis are done.

#### Weekly

F.O.D. removal on Runways, Taxiways and Ramp.

Check generators for fuel and oil. Operate if not on weekly cycle.

Continue to weed-eat needed areas.

Continue mowing Airfield Safety areas.

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Continue raking around lights and signs.  
Continue trapping gophers.  
Fuel all vehicles, cans and diesel reserve tank.  
Water plants in Terminal building.  
Mow, edge and prune front entrance lawn.  
Clean entire Terminal

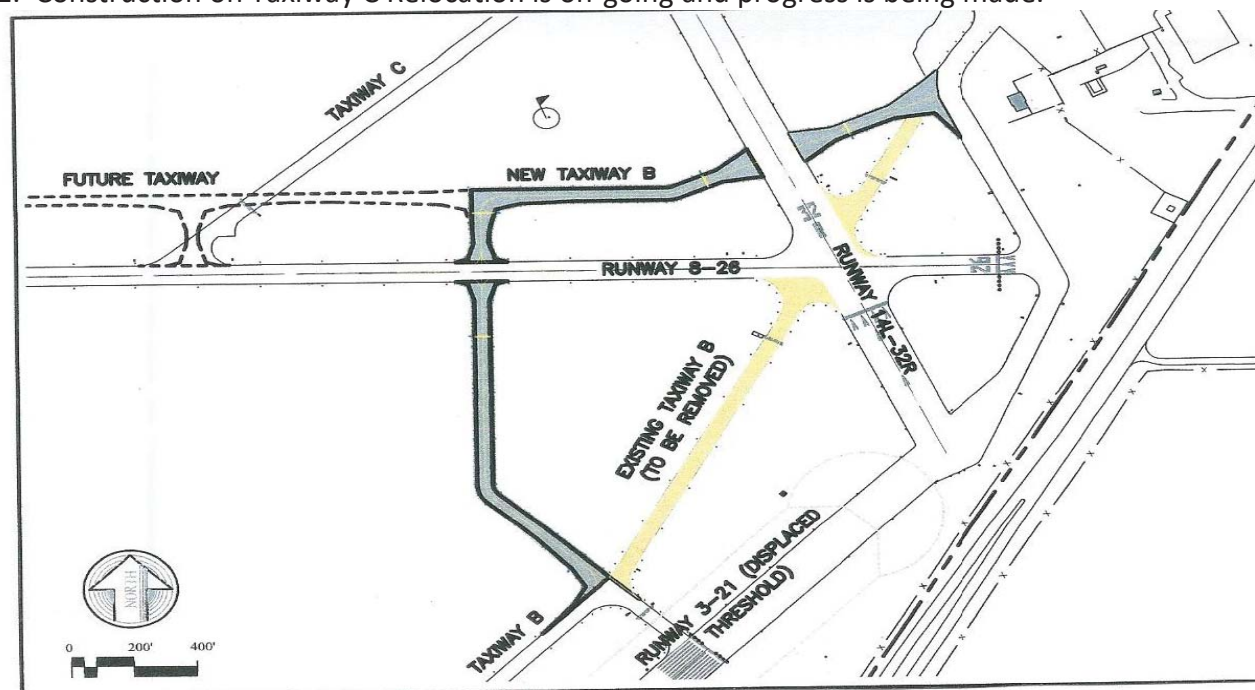
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## **Significant non-routine**

Although all weekly and daily work is ongoing, much time is being spent controlling air traffic and providing escorts to construction personal. In addition, we are providing and accomplishing a seven-day a week operation with one Airport Operations Specialist and one Foreman. Also, as of June 17 the position of Airport Operations Specialist (#2) was filled and Training has been on-going.

## **Projects**

1. The card reader controller is in full operation as of June 30, 2019.
2. Construction on Taxiway C Relocation is on-going and progress is being made.



## Boutiqueair Delays and Cancellations

DATE-2019-JUNE	651-CNM-ABQ	654-ABQ-CNM	554-CNM-DFW	553-DFW-CNM	653-CNM-ABQ	652-ABQ-CNM	WEATHER?
1-Jun							
2-Jun					30min.-delay	1hr.-delay	
3-Jun	Canceled	Canceled			canceled	canceled	yes
4-Jun	1hr.-delay	1hr.-delay					
5-Jun				1hr.-delay	1hr.-delay	1hr.-delay	
6-Jun					35min.-delay	30min.-delay	
7-Jun	2hr.-delay	2hr.-delay	2hr.-delay				
8-Jun							
9-Jun				Canceled	Canceled	Canceled	
10-Jun	Canceled	Canceled	Canceled				
11-Jun							
12-Jun							
13-Jun					40min-delay		
14-Jun							
15-Jun							
16-Jun				3hr.-delay	3hr.-delay	3hr.-delay	yes
17-Jun	3hr.-delay	3hr.-delay	3hr.-delay	1hr.-delay	1hr.-delay	13hr.-delay	
18-Jun	2hr.-delay	2hr.-delay	2hr.-delay				
19-Jun			Canceled	Canceled	Canceled		
20-Jun	Canceled	Canceled	3hr.-delay	1hr.-delay	1hr.-delay	1hr.-delay	
21-Jun							
22-Jun							
23-Jun							
24-Jun				2hr.-delay	2hr.-delay	2hr.-delay	
25-Jun							
26-Jun							
27-Jun				4hr.-delay	3hr.-delay	3hr.-delay	
28-Jun	3hr.-delay	3hr.-delay	2hr.-delay				
29-Jun							
30-Jun				Canceled	canceled	canceled	

## Boutiqueair Traffic Report:

Here's the traffic report for Boutique Air at CNM for last month:

				Flights Scheduled	Flights Flown	Cancelled Weather	Cancelled other	Revenue Passengers
June 2019	6/1 to 6/30	Enplaned CNM	ABQ	50	43	1	6	245
		Deplaned CNM	ABQ	50	43	1	6	236
		Enplaned CNM	DFW	25	24	0	1	168
		Deplaned CNM	DFW	25	22	0	3	153

FLIGHTS/Passenger Revenue	UP	DOWN
Enplaned CNM to ALB		37
Deplaned CNM to ALB		24
Enplaned CNM to DFW	3	
Deplaned CNM to DFW		16



**AIRPORT RAINFALL--2019**

<b>Month</b>	<b>Rainfall=Inches</b>
<b>January</b>	<b>.0</b>
<b>February</b>	<b>Trace</b>
<b>March</b>	<b>.7</b>
<b>April</b>	<b>.8</b>
<b>May</b>	<b>.4</b>
<b>June</b>	<b>1.8</b>
<b>July</b>	
<b>August</b>	
<b>September</b>	
<b>October</b>	
<b>November</b>	
<b>December</b>	

**TOTAL INCHES TO DATE— 3.7**

# Carlsbad Water Park

## June 2019

Tuesday -Sunday: 11am-6pm

### Facility Use Summary

	June 1-June 30
<b>Patrons Served</b>	<b>15,245</b>
Paid Admission	12,045
Under 4	691
Over 61	208
Pre-Purchased Passes Used	401
Rentals	2300
<b>Number of Rentals (50 to 100 patrons each)</b>	<b>29</b>
<b>Party Revenue</b>	<b>\$11,150.00</b>
<b>Concession Sales Gross Total</b>	<b>\$6,888.00</b>
<b>Paid Admission Total</b>	<b>\$60,225.00</b>

June 18

The Carlsbad Water Park Introduced Special Evening Hours for the first time. The Water Park was open from 11 a.m. to 9 p.m.

June 25

The Carlsbad Water Park hosted another "Stars on the Water" event with hours of operation from 11 a.m. to 9 p.m.

# MONTHLY WORK REPORT

DEPARTMENT: Sports Complex	<b>BFYSC</b>	MONTH: June 2019	
NO. OF EMPLOYEES: 5		NO. OF DAYS IN THE MONTH: 30	
HOLIDAYS THIS MONTH: 0	Attendance Approx 14,000	NO. OF WORK DAYS THIS MONTH: 20	

**Week of June 3<sup>rd</sup> through 7<sup>th</sup>**

One employee tested the splash pad water chemistry daily. Two employees prepared (mowed, trimmed, and dragged infields) at softball, little league, & Jr/Sr league. One employee performed ARC litter control at softball, baseball, & Jr/Sr. league. One employee mowed the soccer fields. One employee applied herbicide to treat weeds along Lea St landscape, softball warning tracks, & parking lot medians. One employee cleaned and greased mowing equipment. Two employees conducted water audits at soccer. One employee watered the dead spots throughout the complex. Three employees cleaned up after the rainstorms. Two employees worked on a water leak at soccer. Three employees prepared home plates at baseball damaged by rainstorms.

**Week of June 10<sup>th</sup> through 14<sup>th</sup>**

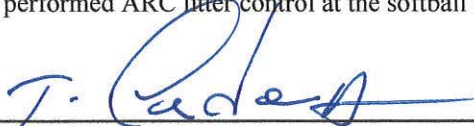
One employee tested the splash pad water chemistry daily. Two employees mowed the soccer, baseball, softball, & Jr/Sr fields. One employee performed ARC litter control in softball, baseball, & Jr/Sr. fields. Two employees trimmed baseball, soccer, and softball fields. One employee aerated Soccer 3. One employee removed support rope from evergreen trees behind softball 7. Two employees conducted bubbler audits at soccer shrubs. One employee brush hogged the area outside the playing fields. Five employees attended Safety Training. One employee sprayed herbicide to softball fields.

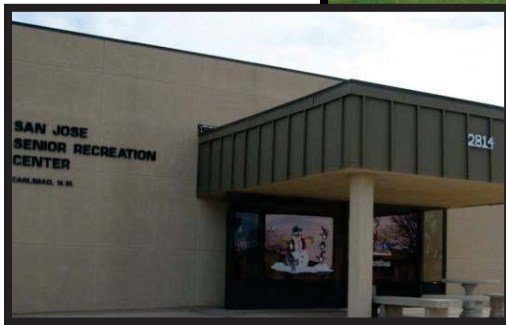
**Week of June 17<sup>th</sup> through 21<sup>st</sup>**

Two employees mowed soccer, baseball, softball, & Jr/Sr fields. One employee tested the splash pad water chemistry daily. One employee conducted maintenance repair at the splashpad. Two employees performed ARC litter control. Two employees sod cut and removed excess sod from the softball and baseball fields. Three employees cleaned out dugouts. Two employees edged and cleaned sidewalks at baseball. One employee brush hogged the open areas. Three employees prepped tarps to hang at baseball dugouts 5 & 6. Four employees sod cut baseball fields. One employee prepped Softball fields for sod cutting.

**Week of June 24<sup>th</sup> through 28<sup>th</sup>**

One employee tested the splash pad water chemistry daily. Three employees mowed the soccer, baseball, softball, & Jr/Sr fields. One employee performed ARC litter control in softball, baseball, & Jr/Sr. areas. One employee leveled the infields of softball, baseball, and Jr/Sr League. Two employees trimmed softball & baseball. Three employees added new infield mix to all softball fields. Three employees cleaned filters at the splashpad. Five employees prepared softball fields for the Swing for the Rings USSSA Softball Tournament. Three employees performed ARC litter control at the softball fields on a weekend after the 1<sup>st</sup> day of the tournament.

  
 \_\_\_\_\_  
 Ted Cordova, Sports Superintendent



## **MUNICIPAL SERVICES**

Monthly Report: **June 2019**

**Angelica Barrios Testa — Director**

Total Patrons served: **29,462**

**MONTHLY REPORT  
FOR JUNE 2019**

**Department:** Municipal Services  
Riverwalk Recreation Complex

**No. of Rental Events:** 14

**No. of Incidents/Complaints:**

Activities	No. of Events	No. of Patrons	Total
English Class	12	10	120
Dance Class	2	8	16
Loving School	4	100	400
Home School Group	4	20	80
Karate	9	8	72
Carlsbad Yoga Barre	16	15	240
Basketball Practice	16	8	128
Fitness Class	20	8	160
Coffee Drinkers	20	6	120
Hockey Park	6	20	120
Skate Park	30	50	1,500
Racquet Ball Players	30	14	420
Pickle Ball	12	8	96
Skate Night	1	50	50
Walk In Attendance	30	300	9,000
<b>Rentals:</b>			
Birthday Parties	9	65	585
Baby Shower	5	60	300
<b>Attendance for the month was</b>	<b>30</b>		<b>13,407</b>
<b>Average for the day was</b>			447

**Problem/Complaint Resolution:**

**Minutes Attached:** Yes \_\_\_ No **X**

**Signed:** \_\_\_\_\_

# CARLSBAD PUBLIC LIBRARY

JUNE 2019

LIBRARY USAGE		CIRCULATION	
NUMBER OF USES		NUMBER OF ITEMS	
Visitors	9,260	Books	3694
Computer sessions	1,126	Large print books	328
Mobile print jobs	72	Graphic novels	393
Wireless sessions	3,782	E-books	323
Catalog searches	3,329	Audio books	196
HOF use by library	0	E-audio books	381
ILL Loan items received	76	Software	2
ILL Loan items sent	19	Music	0
Youth Information requests	93	Videos	1229
Adult Information requests	651	Magazines	13
<b>Total</b>	<b>744</b>	E-magazines	48
DATABASES		Paperbacks	545
NUMBER OF USES		Reference	0
A to Z maps	81	E-readers	0
A to Z usa	0	Databases	239
A to Z world food	0	Misc	0
A to Z world travel	1	<b>Total items</b>	<b>7391</b>
Brainfuse	0	<b>Total digital</b>	<b>991</b>
Britannica online	0	<b>Total physical</b>	<b>6400</b>
Chilton's auto repair	5		
Gale	0	<b>Total adult</b>	<b>3271</b>
Global road warrior	1	<b>Total teen</b>	<b>384</b>
HeritageQuest	10	<b>Total children</b>	<b>3736</b>
Learning express library	0		
Niche academy	2	COLLECTION	
Teachables	32	NUMBER OF ITEMS	
Universal class	107	Items added	284
<b>Total</b>	<b>239</b>	Items withdrawn	25
PATRONS		Items missing	56
NUMBER OF PERSONS		Total items	64,062
New patrons (regular & digital)	223	Materials requests fulfilled	51
Total digital patrons	31	Reserves placed	207
Total all patrons	8,831		
NMLTG users	130	OTHER SERVICES	
Self-Check users	750	NUMBER OF SERVICES	
Mobile printing users	30	Archival requests	5
Unresolved member problems	69	Tests proctored	2
Incidents	0	Technology help	32

Fines outstanding	\$177.00	Social network posts	36
Damage/Lost fees outstanding	\$1,187.50	Gabbie requests	21
		Newspaper & radio features	5
<b>ACTIVITIES</b>		<b>ATTENDANCE</b>	
<b>NUMBER SESSIONS / EVENTS</b>		<b>NUMBER OF PERSONS</b>	
Preschool story time	0	Preschool story time	0
Toddler time	4	Toddler time	303
Mother goose time	0	Mother goose time	0
Summer reading- children	14	Summer reading- children	1,780
Summer reading- teen	2	Summer reading- teen	26
Summer reading- adult	1	Summer reading- adult	33
Tours	0	Tours	0
Outreach	0	Outreach	0
Teen programs	0	Teen programs	0
Teen volunteer hours	29	Teen volunteer hours	4
Adult programs	1	Adult programs	1
Promo events SRP registration	1	Promo events	827
Maker activities	0	Maker activities	0
Community partnerships	0	Community partnerships	0
Technology programs	0	Technology programs	0
<b>Total</b>	<b>52</b>	<b>Total</b>	<b>2974</b>
<b>LIBRARY NEWS</b>			
<p>The Friends' Scholastic book fair was extremely successful, selling over \$4,000.00. This is the second year in a row for hitting that high number of sales. 50% was given back to the Friends by Scholastic to purchase books to give away to the kids. Approximately 827 people attended Registration Day for the Summer Reading Program on June 4. We gave away a free book to each child, as well as book bag with reading supplies. A craft table and a "Library Riddle" game was available. Kids who completed the riddle game could enter to win a LEGO. Aunisi Ingram, age 8, was the LEGO winner. An adult summer program was available, with a tic-tac-toe or a book review option in order to win a prize.</p>			
<b>LIBRARY BOARD OF TRUSTEES</b>			
<p>The board did not meet in June. Bob Scholl retired after 40 years of service on the Library Board (1979-2019). Sally Miller also retired after serving 8 years on the Library Board (2011-2019).</p>			
<b>PROGRAMS, EVENTS, OUTREACH</b>			
<p>Children who signed up for the summer reading program during the month of June total 844. 627 of those signed up on Registration Day, with an additional 217 signing up throughout the month. Average attendance per program is 100. A new adult library-sponsored book club has been formed, with its first meeting June 27, organized by new librarian Terry Busby. He selected a work by H. P. Lovecraft for the group's first discussion. 4 teens volunteered almost 30 hours of their time this summer: Angelica G., Myah M., Sawyer G., and Jerry M.</p>			
<b>INCIDENTS, COMPLAINTS, AND RESOLUTION</b>			
None.			



## Monthly Report June 2019

Patrons Served: 761

### Public Programming & Events:

- June 2 – Movie in the Park “Moana” – Postponed due to weather
- June 3 – Historical Society monthly meeting held in the Hall of Fame
- June 8 – *Run! Super-Athletes of the Sierra Madre* exhibit opening reception
- June 9 – Adventures in the Sierra Madre presentation with *Run* exhibit curator Diana Molina
- June 9 – Movie showing and question and answer session with *Run Free* documentary director in the Hall of Fame
- June 10, 11, 12 – Creative Writing workshops held in the Hall of Fame by NM School of Arts
- June 17 – Creative Carlsbad public meeting held in the Hall of Fame
- June 27, 28, 29 – Photography Workshops held in the museum by Diana Molina

### Exhibitions:

- June 8 - *Run! Super-Athletes of the Sierra Madre* exhibit opened
- June 10 – Installation completed of Local Hangout exhibit *Tom Kubriak – My Point of View*

### Staff Activities:

- June 12 – Dave Morgan and Edward VanScotter attended city procurement training
- June 13 – Dave attended an ICIP meeting with Angie Barrios-Testa
- June 14 – Dave Morgan went to the residence of Lori Aho to receive a donated collection of paintings of Carlsbad by Lori’s husband, Dr. Aho
- June 20 – Dave Morgan met with the Engie company at the museum to discuss the upcoming HVAC project

### Collections:

- A collection of paintings of Carlsbad by Dr. Aho was donated by Lori Aho

### Facility:

### Purchasing:

- 1 PO Approved



**MONTHLY REPORT  
JUNE 2019  
SAN JOSE SENIOR CENTER**

**Number of Patrons Served: 2,959 (meals 1,195)**

**New Members: 6**

**Number of Incidents/Complaints: 0**

**Date of Next Board Meeting: July 3, 2019**

**Activities/Projects:**

June 3<sup>rd</sup> – CCVN Advisory Board Meeting

June 5<sup>th</sup> – San Jose Advisory Board Meeting

June 12<sup>th</sup> – Police Advisory Committee Presentation -10:45 am

June 13<sup>th</sup> – Father’s Day Coffee – 9:30 am

June 14<sup>th</sup> – Father’s Day Dance – 6:00 pm – 10:00 pm

June 28<sup>th</sup> – June Birthdays Celebration – 10:30 am

**Upcoming Events:**

July 1<sup>st</sup> – CCVN Advisory Board Meeting

July 3<sup>rd</sup> – Fourth of July Celebration

July 3<sup>rd</sup> – San Jose Advisory Board Meeting

July 9<sup>th</sup> – HUD Representative – 10:30 am

July 13<sup>th</sup> – Crafts, Bake, Garage Sale – 8:00 am-2:00 pm

July 19<sup>th</sup> – Dance – 6:00 pm – 10:00 pm

July 31<sup>st</sup> – Birthdays Celebration



## MONTHLY REPORT

June 2019

Department: CCVN (Carlsbad Community Volunteer Network)

<b>No. of New Registered Volunteers:</b>	<b>2</b>
<b>No. of Active Volunteers:</b>	<b>284</b>
<b>No. of Work Stations:</b>	<b><u>23</u></b>
<b>No. of Volunteer Hours for June 2019:</b>	<b>3603</b>

### Activities for the Month of June 2019

CCVN Advisory Board Meeting was scheduled for June 3, 2019. The meeting was rescheduled due to no quorum. The next regular board meeting is scheduled for July 1, 2019.

- CCVN Volunteer Program continues to provide computer classes throughout the month at the San Jose Senior Center.
- CCVN Volunteers continue to assist the community on a daily basis with distribution of commodities at Jonah's House, Outreach Center, Community Kitchen, and San Jose Senior Center.
- The CCVN Staff continues to focus on recruitment of volunteers for the various volunteer stations.
- CCVN Staff meets with volunteer station managers once a month to collect volunteer hours. The Volunteer Coordinators continues to assure that volunteers are at their assigned station and encourage them to consider volunteering at other stations.
- CCVN Staff have started making plans for the Annual Recognition Dinner.



**Monthly Report  
June 2019  
NORTH MESA SENIOR RECREATION CENTER**

**Number of Patrons Served: 2791**

**New Members: 34**

**Number of Incidents/Complaints: 0**

**Date of Next Board Meeting: July 10, 2019**

<b>Activities/Projects/Attendance</b>	
June 3 <sup>rd</sup>	AARP Board meeting. Eight members attended.
June 4 <sup>th</sup>	Hear On Earth Hearing aid care & repair assisted 7 members. Encompass Health provided blood pressure and pulse/oxygen monitoring for 19 members.
June 6 <sup>th</sup>	Member Karen Gentry began a beginner's iPhone class. This ran for 3 consecutive Thursdays and was well received with a total of 17 attending. NMSRC staff members were certified in CPR
June 7 <sup>th</sup>	The Disability group met with 5 in attendance.
June 8 <sup>th</sup>	Disability & Networking group meeting on Saturday with 4 in attendance.
June 10 <sup>th</sup>	The center began Salad Bar in a Jar. Monday 9:00 a.m. and Tuesdays at 5:15. This will be a weekly activity.
June 11 <sup>th</sup>	Encompass Health provided health check services for 21 members.
June 14 <sup>th</sup>	AARP Defensive Driving class was held with 5 people receiving certification.
June 17 <sup>th</sup>	AARP held their monthly meeting at the center. Nineteen members listened to Robert Defer, Chief Executive Officer of the Chamber of Commerce.
June 18 <sup>th</sup>	The center's ACBL club held their "Longest Day" fund raiser for Alzheimer's research. Bridge games started at 8:00 a.m. continuing to 7:30 p.m. 38 members participated in the marathon. Hear On Earth assisted 6 members and Encompass Health provided 14 members health checks.
June 22 <sup>nd</sup> , 23 <sup>rd</sup>	Sixteen Quilters enjoyed a weekend perfecting their craft.
June 24 <sup>th</sup>	Line Dancers took their quarterly break Mon., June 24 through Wed., June 26.
June 25 <sup>th</sup>	Encompass Health provided health checks for 13 members.
June 28 <sup>th</sup>	Senior Social Potluck was held with 24 enjoying ham, potatoes, cabbage along with the various items that were brought in. Hosts were Wayne & Imm Hughes. Guests also listened to a very informative talk from Police Officer Josh Calder and retired Federal Officer Mario Salinas regarding phone, mail, & e-mail scams.

Incidents/Complaints: None

**June 2019**  
**NORTH MESA SENIOR RECREATION CENTER**

<b>Activity</b>	<b>Participation</b>
Exercise	1014
Library/Lapidary	128
Arts/Crafts	158
Pool/Ping Pong	465
Card Games/Dominoes	320
Western Jam/Bingo	58
Line Dance	395
Dance	-0-
Social/Orgs/Events	89
ACBL Bridge	193
Health/Wellness	80
Visitors/Guests	0
<b>Total</b>	<b>2900</b>

<b>Deposits</b>			
<b>Date</b>	<b>Cash</b>	<b>Checks</b>	<b>Total</b>
6/4/2019	52.50	7.50	60.00
6/6/2019	63.78	22.56	86.34
6/7/2019	45.00		45.00
6/12/2019	30.00	7.50	37.50
6/14/2019	45.00		45.00
6/19/2019	60.00	15.00	75.00
6/25/2019	82.50	7.50	90.00
<b>Total</b>	<b>378.78</b>	<b>60.06</b>	<b>438.84</b>

# MONTHLY ACTIVITY REPORT

## Planning, Engineering, & Regulation Department

### June 2019

<b>ACTIVITY SUMMARY</b>		
<b>1. Business Activity:</b>		
New Businesses: 27	Temporary Businesses: 15	Business Renewals: 32
<b>2. Miscellaneous Permits:</b>		
Pavilions: 9	Facility Requests: 18	Other: 3 (Parade)
<b>3. Code Enforcement:</b>		
Letters/Door Hangers Delivered: 51	Complied: 18	Referred for Condemnation: 5
<b>4. Planning &amp; Engineering activities for the month of June 2019:</b>		
<u><b>NEW</b></u>		
<ul style="list-style-type: none"> <li>• Nine Planning &amp; Zoning Applications Received for June Meeting</li> <li>• Code Enforcement - Concentrating on Condemnations</li> <li>• Census 2020 - Underway</li> <li>• Community Housing - Under Review</li> <li>• Asset Management Plan - Phase 3 Final Stages</li> </ul>		
<u><b>ONGOING</b></u>		
<ul style="list-style-type: none"> <li>• Infrastructure Mapping (GIS)</li> <li>• Development Review</li> <li>• Subdivision Review and Approvals</li> <li>• Infrastructure Specification Document - Under Review</li> <li>• Code Enforcement - Respond to 311's and Ordinance Enforcement</li> <li>• Carlsbad Comprehensive Plan - Update Underway</li> </ul>		
<b>5. 311:</b>		
311s Submitted: 883	311s Resolved: 800	
6 - 311 Customer Service	0 – Administration (Clerk)	
11 - Code Enforcement	1 – Water Warehouse	
12 - Public Works	0 - IT	
0 - Water Department	2 - PERD	
8 - Illegal Dumping	6 - Police	
	837 - Solid Waste	
<b>PLANNING AND ZONING COMMISSION</b>		
Meets the first Monday of each month at 5 p.m. in the City Annex Planning Room, 114 S. Halagueno.		

Signed: \_\_\_\_\_  
 Trysha Carrasco, Deputy Planning Director

Digitally signed by Trysha Carrasco  
 DN: cn=Trysha Carrasco, o=City of Carlsbad, ou=Planning and Zoning, email=tcarrasco@cityofcarlsbadnm.com, c=US  
 Date: 2019.07.05 11:18:32 -06'00'

**CEMETERY MONTHLY REPORT**  
**JUNE, 2019**

	<b>Carlsbad Cemetery</b>	<b>Santa Catarina</b>	<b>Sunset Gardens</b>	<b>Total</b>
<b>Number of Interments:</b>	<b>27</b>	<b>1</b>	<b>5</b>	<b>33</b>
Cremations (Columbarium, included)	<b>10 (0 )</b>	<b>0</b>	<b>2(0)</b>	<b>12(0)</b>
Babyland	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Indigent	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Saturday	<b>6</b>	<b>0</b>	<b>2</b>	<b>8</b>
Double Depth	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>SUNDAY/Holiday</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Disinterment:	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Sale of Lots: (Columbaria, included)</b>	<b>6(0)</b>	<b>0</b>	<b>0</b>	<b>6 (0)</b>
On Payment Plan:	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>
Pre-Need: (Columbaria, included)	<b>1(0)</b>	<b>0</b>	<b>0</b>	<b>1(0)</b>
<b>Meetings:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</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>
Vandalism				
Damaged Stone				
Sunken Grave				
Sunken Marker				
Theft				
Flowers				
Maintenance				
Other	<b>4</b>		<b>3</b>	<b>7</b>
<b>Correspondence:</b>				





**CITY OF CARLSBAD**

**FY 2018-2019**

**DEPARTMENT OF UTILITIES**

**JUNE 2019**

*Ron Myers, Director of Utilities*

## ENVIRONMENTAL SERVICES REPORT JUNE 2019

<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	4
Environmental Compliance Inspections	0	0	0
Criminal Complaints Filed	0	0	0
Environmental Projects or Programs	0	0	1
Grease Interceptors Inspections	0	0	1

<b>Laboratory: Municipal Water Sampling/Analysis:</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Calendar Year to Date</b>
Wellfield Chemical Characteristic Analysis	36	36	222
Partial Wellfield Chemical Characteristics	26	29	167
Monitoring Wells Chemical Analysis	9	8	53
Total Coliform Analysis	40	40	210
Fecal Coliform Analysis	0	0	0
Chlorine Residual Tests (DE)	20	23	129
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	12	15	78
Total Suspended Solids Tests	12	15	78
Volatile Alkalinity Tests	2	5	24
E-Coli on Effluent	12	15	78
Metals/TCLP/PCB/M2 Sampling on Sludge	0	0	0
Fecal Coliform Analysis on Sludge	0	0	0
Effluent Chemical Characteristic Analysis	1	1	6

<b>DMR Bench Sheet:</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Calendar Year to Date</b>
Influent BOD Avg. (Lbs.)	5,533	5,627	33,382
Effluent BOD Avg. (Lbs.)	32.26	23.12	224.51
BOD Removal (%)	99.42	99.59	595.98
Influent TSS Avg. (Lbs.)	6,215	4,660	29,639
Effluent TSS Avg. (Lbs.)	39.97	31.37	319.32
TSS Removal (%)	99.36	99.33	593.39

# ENVIRONMENTAL SERVICES REPORT JUNE 2019

<i>Private Well Analysis:</i>	<b>Current Month</b>	<b>Previous Month</b>	<b>Calendar Year to Date</b>
Total Coliform Analysis	89	53	343
Total Coliform Analysis (Construction)	3	1	6
Number of Positives for Confirmation	3	3	12
Chemical Characteristics Analysis	1	1	10
Environment Department Mediated Tests	0	0	0
Lake Carlsbad E-Coli Analysis Performed	28	12	40
Lake Carlsbad Beach Closures Due to Bacterial Count	4	0	4

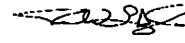
<i>Golf Course (Reclaimed) Water Analysis (NMED Groundwater Discharge Permit):</i>	<b>Current Month</b>	<b>Previous Month</b>	<b>Calendar Year to Date</b>
Nitrate	4	5	26
Total Kjeldahl Nitrogen	0	0	0
Total Dissolved Solids	1	1	6
E-Coli Analysis	12	15	78
Chemical Characteristics	0	0	0
Other NMED-Required Testing (Chlorides, etc.)	1	1	6

**Remarks:**

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Digitally signed by Richard Aguilar  
 DN: cn=Richard Aguilar, o=City of  
 Carlsbad, ou=ENV SRVS/Lab,  
 email=raguilar@cityofcarlsbadnm.com,  
 c=US  
 Date: 2019.07.10 07:34:36 -0600

**Richard Aguilar,  
Environmental Srvs. Superintendent**

## Solid Waste Department Summary Jun-19

Garbage Collection (ARC)	Calendar			
	This Month	Previous Month	Last Year	Year to Date
Number of ARC Trucks in Operation	16 of 18	17 of 18	15 of 15	
Number of Repairs on ARC Trucks*		25.00	36.00	143.00
Tons Collected and Delivered to Landfill	2,237.07	2,453.75	2,183.18	13,375.91
Number of Trips to Landfill	325.00	374.00	319.00	2,042.00

### Residential and Commercial Services

Number of Residential Services	9,978.00	9,969.00	9,840.00	9,978.00
Number of Commercial Services	1,071.00	1,073.00	1,067.00	1,071.00
Number of New Residential Services	9.00	39.00	31.00	156.00
Number of New Commercial Services	0.00	2.00	2.00	16.00

### Container Maintenance

Number of 3 CuYard Containers Repaired	28.00	38.00	47.00	282.00
Number of 3 CuYard Containers Replaced	18.00	23.00	35.00	135.00
Number of 1.5 CuYard Containers Repaired	0.00	0.00	0.00	0.00
Number of 1.5 CuYard Containers Replaced	0.00	1.00	2.00	3.00
Number of 96 gallon Containers Repaired	55.00	1.00	87.00	307.00
Number of 96 gallon Containers Replaced	24.00	49.00	59.00	303.00
Number of 96 gallon lids Replaced	30.00	0.00	36.00	130.00
Number of 96 gallon Wheels Replaced	47.00	1.00	51.00	199.00
Number of 1.5 CuYard Lids Repaired	0.00	0.00	0.00	0.00
Number of 3 CuYard Lids Repaired	0.00	31.00	13.00	87.00
Number of New 96 Gallon Roll-outs	12.00	26.00		12.00

### Trash/Yard Waste Residential Collection (Grappler)

Number of Trucks in Operation	5 of 5	5 of 5	3 of 4	#VALUE!
Number of Repairs on Trucks*		4.00	5.00	29.00
Tons of Trash Delivered to Landfill	202.12	177.88	138.89	1,206.04
Number of Trips to Landfill	57.00	61.00	44.00	420.00
Green Waste Collected and Delivered to WWTP (Tons)	0.00	0.00	0.00	360.00
Number of trips to WWTP	0.00	0.00	0.00	12.00

### Sandpoint Landfill Operation

Waste Received from Carlsbad (Tons)	4,988.57	5,227.32	4,729.71	33,746.50
Waste Received from Artesia (Tons)	2,222.78	2,272.46	2,064.85	12,442.33
Waste Received from Eddy County (Tons)	2,374.96	2,896.01	1,853.01	13,325.08
Waste Received from Others (Tons)	139.76	154.19	8.46	1,188.21
Tipping Fees received at Gate	\$15,193.09	\$13,590.62	\$13,110.57	\$99,806.91
Tipping Fees Billed	\$90,060.97	\$105,639.54	\$65,738.04	\$523,187.04
Solid Waste Facility Permit Violations	0	0	0	0.00

Convenience Station	This Month	Previous Month	Last Year	Calendar Year to Date
Tons of Trash Collected and Delivered to Landfill	426.90	278.88	0.00	1,811.86
CuYards of Glass	0.00	0.00	0.00	0.00
CuYards of Metal	17.37	21.39	0.00	87.78
Green Waste Collected and Delivered to WWTP (Tons)	0.00	0.00	0.00	0.00
Number of trips to WWTP	0.00	0.00	0.00	0.00

**Roll Off Rentals**

Fees Billed	\$18,964.62	\$22,670.62	\$20,143.08	123,816.60
Tons of Refuse Collected and Delivered to Landfill	178.48	228.34	177.61	1,168.85
No. of 40 CuYard Containers Rented	0.00	0.00	0.00	0.00
No. of 30 cuYard Containers Rented	35.00	37.00	37.00	216.00
No. of 25 CuYard Containers Rented	0.00	0.00	0.00	0.00
No. of 15 CuYard Containers Rented	0.00	0.00	0.00	0.00

**Remarks:**

\* Garage system down no information available

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Albert Moisa, Solid Waste Acting Superintendent

# Carlsbad Municipal Water System Report

**Jun-19**

**Acre Ft.**

**Production Figures:**

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

Pumped from Sheep's Draw (Ac. Ft.)	919.36	920.31	3,462.59
Water Imported from Double Eagle (Ac. Ft.)	22.33	27.43	125.57
Water Sold to Residential Customers (Ac. Ft.)	628.22	443.17	1,947.09
Water delivered to Livestock (Ac. Ft.)	0.068	0.381	0.76
Water Sold to Commercial/Semi-Comm. Customers (Ac. Ft.)	160.07	129.72	607.26
Water Sold to Industrial Customers (Ac. Ft.)	0.15	0.12	1.14
Safe Drinking Water Act Violations	0	0	0.00

**Wells:**

Number in Operation (Sheep's Draw) **	8/9	7/9	7/9
KWH Consumed	959,200	892,400	959,200
Capitan Aquifer Level (Ft. from Surface @ #6)	391.50	391.20	392

**Meters:**

Total in Service	12,656	12,653	12,656
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**Fire Hydrants:**

In Service	868	870	868
Out of Service	6	4	6
Repaired	2	3	2

**Remarks:**

<b>Well #9 is down</b>

*Wes Nichols*

Digitally signed by Wesley Nichols  
DN: cn=Wesley Nichols, o=City of  
Carlsbad, ou=Public Works,  
email=wnichols@cityofcarlsbadnm.com,  
c=US  
Date: 2019.07.09 11:16:11 -0500

Wes Nichols, Deputy Director

# CARLSBAD WATER SYSTEM WELL OPERATION

## Jun-19

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	PUMPING	DRAW DOWN
1	4540	4496	17,600	449782	441429	8,353,000	26	18678	18587	91	1650			
2	1479	1440	15,600	652086	646698	5,388,000	17	10541	10454	87	1250			
3	3356	3207	59,600	118897	96173	22,724,000	70	34310	34073	237	1600			
4	<b>11932</b>	<b>11732</b>	80,000	<b>2905286</b>	<b>2873052</b>	32,234,000	99	<b>34096</b>	<b>33666</b>	430	<b>1400</b>			
5	<b>7596</b>	<b>7180</b>	166,400	<b>4123212</b>	<b>4056615</b>	66,597,000	204	<b>41696</b>	<b>41020</b>	676	<b>1650</b>			
6	9811	8847	385,600	692502	625525	66,977,000	206			0	1750	391.5		
7	31047	30777	108,000	3941927	3894581	47,346,000	145	107750	107262	488	1650			
8	23724	23408	126,400	771410	721457	49,953,000	153	18828	18266	562	1550			
9						0	0							
10												401.40		
TOTAL KWH CONSUMED			959,200	TOTAL PUMPED		299,572,000	919.36	TOTAL HOURS RUN		2,571	OIL		TOTAL CHLORINE USED	
											70.25 Gallons		2010 lbs.	
Reservoir No. 4 Meter				Total Gallons Pumped Comparison				Total Rainfall			Notes			
Inlet This Month X 1000		7,339,838		THIS MONTH		299,572,000	919.36	0 Inches			Wells #4 and #5 on State Trust Land			
				LAST YEAR, SAME MONTH		346,112,000	1062.18							
Inlet Last Month X 1000		7,050,896		DIFFERENCE		(46,540,000)	(142.82)							
Total Inlet (x 1000)		288,942,000												

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

	January	February	March	April	May	June	July	August	September	October	November	December	Total
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
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
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
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
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
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
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
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
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
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
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
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	





**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
1998	426.17	385.79	554.45	826.67	1094.81	1420.73	1272.89	948.07	922.2	572.16	293.30	244.59	8961.83
1999	259.97	275.11	485.12	694.64	798.54	839.8	903.86	1,102.11	751.4	534.43	395.59	253.70	7294.27
2000	303.85	377.05	592.71	710.82	1,063.12	1,168.66	1,072.41	1,134.64	886.9	487.13	260.33	278.46	8336.08
2001	379.10	340.60	389.50	714.8	1,129.68	1,083.53	1,341.71	1,074.96	612.54	662.35	356.80	276.27	8361.84
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	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							3,854.62

**MUNICIPAL WATER SYSTEM  
WATER SOLD  
ACRE FEET**

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
1998	380.65	332.18	418.14	613.32	1057.78	1043.25	1511.13	1220.90	964.15	816.10	544.73	365.24	9267.57
1999	350.77	374.47	397.90	656.23	911.43	4297.85	920.96	1014.63	905.42	728.53	529.12	405.76	11493.08
2000	373.25	650.60	546.39	773.25	931.39	1142.12	887.46	1038.70	1263.06	789.03	390.59	337.31	9123.16
2001	359.22	321.33	350.51	521.39	826.57	1078.63	3129.89	1129.37	1153.48	696.13	620.56	508.76	10695.82
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							3198.69

**MUNICIPAL WATER SYSTEM  
METERS IN SERVICE**

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1998	10,356	10,389	10,391	10,433	10,468	10,485	10,519	10,509	10,481	10,487	10,410	10,396
1999	10,394	10,420	10,425	10,474	10,473	10,509	10,490	10,523	10,483	10,466	10,431	10,352
2000	10,378	10,370	10,365	10,394	10,450	10,468	10,490	10,479	10,517	10,456	10,368	10,318
2001	10,350	10,344	10,315	10,376	10,497	10,460	10,442	10,462	10,449	10,484	10,401	10,354
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						

**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
2007	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
2008	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
2009	0.00	0.00	0.00	0.00	0.03	0.01	0.00	0.00	0.00	0.15	0.03	0.02	0.26
2010	0.13	0.02	0.04	0.55	0.18	0.85	0.03	0.10	0.03	0.04	0.19	0.76	2.94
2011	2.10	0.98	0.83	0.38	0.21	1.01	0.59	0.28	0.57	0.42	1.24	0.44	9.05
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							4.83

**AIRPORT WELLS  
WATER SOLD  
ACRE FEET**

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2007	0.01	0	0	0.09	0.02	0	0	0	0	0.02	0	0	0.14
2008	0	0	0	0	0	0				0	0	0	0
2009	0	0	0	0	0	0	0	0	0	0	0	0.2	0.2
2010	0.02	0	0	0	1.2	0.08	0.03	0.11	0.04	0.04	0.2	1.53	3.25
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								0.382

Note: Water Sold Report is always one month behind.

**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							1389

**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
2008	0.16	0.14	0.07	0.12	0.10	0.14	0.26	0.06	0.09	0.07	0.08	0.06	1.34
2009	0.07	0.08	0.10	1.07	0.91	0.02	0.15	0.12	0.18	0.10	0.12	0.08	3.00
2010	0.03	0.03	0.06	0.10	0.10	0.67	0.15	0.13	0.15	0.11	0.09	0.06	1.67
2011	0.04	0.04	0.09	0.22	0.43	0.78	0.67	0.72	0.43	0.35	0.07	0.03	3.88
2012	0.05	0.04	0.08	0.17	0.17	0.31	0.22	0.19	0.09	0.10	0.09	0.03	1.54
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							0.28

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

(28.2 Acre Ft. Available Per Year)

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
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							11.53

**WOOD FARM WELLS  
WATER RIGHTS PUMPED  
ACRE FEET**

(416 Acre Ft. Available Per Year)

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2008	1.23	4.83	1.99	9.94	8.47	5.77	5.74	9.59	5.04	5.52	2.49	0.50	61.10
2009	2.19	0.66	4.03	10.91	16.08	16.77	14.51	11.66	13.44	8.40	3.00	0.14	101.79
2010	0.02	0.07	1.71	6.32	14.64	17.33	5.79	12.66	6.97	8.66	0.63	1.55	76.36
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							71.31

**Water Department Summary**  
**Double Eagle Water System**  
**Jun-19**  
**Acre Ft.**

**Production Figures:**

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

Water:

Pumped from Double Eagle (Ac. Ft.)	27.52	47.95	231.38
<b>Water Exported to Carlsbad Municipal System (Ac. Ft.)</b>	<b>22.33</b>	<b>27.43</b>	<b>147.17</b>
Water delivered to "Paying Livestock Water" Customers (Ac. Ft.)	0.29	0.22	1.30
Water delivered to "Free Livestock Water" Customers (Ac. Ft.)	1.77	1.47	8.72
Water sold to "Governmental Domestic Water" Customers (Ac. Ft.)	0.14	0.10	1.07
Water sold "Commercial Domestic Water" Customers (Ac. Ft.)	0.06	0.05	0.26
Water sold to "Industrial Water" customers (Ac. Ft.)	6.21	3.93	25.65
Water delivered to WIPP (Ac. Ft.)	0.74	0.96	5.73
Water Used by CSW - New Well Const.	0	0	0.00
Safe Drinking Water Act Violations	0	0	0.00

Wells:

Wells in Operation	19	24	
KWH consumed*	27,522	48,307	265,182
Total No. of Wells	24	22	
Ogallala Aquifer Level at Hudson 1	124.62	125.72	
Tatum Aquifer Level	119.05	119.17	
Meters in Service	62	65	

**Distribution Figures:**

Transmission Lines:

Line Extension (feet)	0	0	0
Line Replacement (feet)	0	0	464
Leaks (Main Lines)	3	3	12
Leaks (Service Lines)	0	0	1
Number of Isolating Valves Operated	2	1	5
Number of Isolating Valves Serviced	0	0	0
Number of Pressure Reducing Valves Serviced	1	0	1
Number of Air Relief Valves Serviced	1	0	1
Line Location Services	102	127	705

Remarks:

Wells Down - C-3, AMB-1, AMB-3, CR-16 and CR-17

*Wesley Nichols*  
Digitally signed by Wesley Nichols  
 DN: cn=Wesley Nichols, o=City of  
 Carlsbad, ou=Public Works,  
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 c=US  
 Date: 2019.07.09 14:27:40 -0500

Wes Nichols, Deputy Director

# Water Department Summary

## Double Eagle Water System

### May-19

### Acre Ft.

**Production Figures:**

This Month   Previous Month   Year to Date

Water:

Pumped from Double Eagle (Ac. Ft.)	47.95	47.10	203.86
<b>Water Exported to Carlsbad Municipal System (Ac. Ft.)</b>	<b>27.43</b>	<b>29.79</b>	<b>124.84</b>
Water delivered to "Paying Livestock Water" Customers (Ac. Ft.)	0.22	0.19	1.01
Water delivered to "Free Livestock Water" Customers (Ac. Ft.)	1.47	1.29	6.95
Water sold to "Governmental Domestic Water" Customers (Ac. Ft.)	0.10	0.12	0.93
Water sold "Commercial Domestic Water" Customers (Ac. Ft.)	0.05	0.04	0.20
Water sold to "Industrial Water" customers (Ac. Ft.)	3.93	6.94	19.44
Water delivered to WIPP (Ac. Ft.)	0.96	0.92	4.99
Water Used by CSW - New Well Const.	0	0	0.00
Safe Drinking Water Act Violations	0	0	0.00

Wells:

Wells in Operation	24	24	
KWH consumed*	48,307	46,057	237,660
Total Wells in Service	22	21	
Ogallala Aquifer Level at Hudson I	125.72	125.75	
Tatum Aquifer Level	119.17	119.17	
Meters in Service	65	63	

**Distribution Figures:**

Transmission Lines:

Line Extension (feet)	0	0	0
Line Replacement (feet)	0	464	464
Leaks (Main Lines)	3	2	9
Leaks (Service Lines)	0	1	1
Number of Isolating Valves Operated	1	2	3
Number of Isolating Valves Serviced	0	0	0
Number of Pressure Reducing Valves Serviced	0	0	0
Number of Air Relief Valves Serviced	0	0	0
Line Location Services	127	125	603

Remarks:

Wells Down - C-3, AMB-1, AMB-3 and CR-16
Corrected

*Ron Myers*

Digitally signed by Ron Myers  
DN: cn=Ron Myers, o=City of Carlsbad,  
ou=Water Department,  
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Ron Myers, Director



## Double Eagle Well Operation Jun-19

7/9/2019

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					5,717	5,554	163				off		
C-11	McCrometer	344	344	0	0.00	8,975	8,858	117						
C-10	McCrometer	915,326	733,457	181,869	0.56	26,295	26,234	61						
CAPROCK # 2	Well Inoperable													
CAPROCK # 3	Well Inoperable													
CAPROCK # 1	Mc Crometer	16,747,423	16,469,594	277,829	0.85	64,422	63,526	896	8,636.6	8,497.8	138.80	30		
CAPROCK # 4	McCrometer	19,060,285	18,899,716	160,569	0.49	60,244	59,653	591	8,357.2	8,291.8	65.40	45		
CAPROCK # 5	Well Inoperable			0										
CAPROCK # 6	Neptune/ Trident	970000	0/85797600	970,000	2.98	277,999	274,455	3,544	11,093.8	10,907.5	186.30	105		
C-5	Well Inoperable													
C-4	Mc Crometer													
CAPROCK # 18	Sensus/ Omni	10,617,125	10,105,521	511,604	1.57	113,552	112,162	1,390	2,170.0	2,065.4	104.60	90		
C-7	McCrometer	418,311	418,311	0	0.00	14,324	14,222	102						
C-8	McCrometer	1,323,642	1,111,488	212,154	0.65	11,200	10,582	618						
CAPROCK # 10	Mc Crometer	70,028,890	68,873,490	1,155,400	3.55	252,606	248,053	4,553	12,694.8	12,488.6	206.20	90		
C-3	Mc Crometer													
CAPROCK # 20	Sensus/ Omni	14,405,320	14,405,320	0	0.00	271,604	268,882	2,722	15,257.6	15,116.5	141.10	150		
C-9	McCrometer	1,239	1,052	187	0.00	30,413	29,819	594						
CAPROCK # 17	Mc Crometer	5,093,563	5,093,563	0	0.00	125,902	125,860	42	1,866.6	1,866.6	0.00	80		
CAPROCK # 13	Mc Crometer	103,069,800	102,249,800	820,000	2.52	184,872	183,168	1,704	3,975.7	3,890.3	85.40	140		
CAPROCK # 19	Mc Crometer Mag	22,098,158	21,958,629	139,529	0.43	26,163	25,769	394	7,588.9	7,481.0	107.90	25		
CAPROCK # 16	Mc Crometer											off		
CAPROCK # 15A	Mc Crometer	6,684,774	6,263,105	421,669	1.29	170,488	169,499	989	11,720.0	11,674.1	45.90	130		
CAPROCK # 14	Mc Crometer	68,844,150	68,844,150	0	0.00	45,186	45,115	71	9,379.3	9,379.3	0.00	110		
HUDSON # 1	Mc Crometer Mag	73,531,673	72,339,992	1,191,681	3.66	112,823	111,245	1,578	2,590.2	2,463.0	127.20	130		
CAPROCK # 21	Mc Crometer	21,253,675	20,895,341	358,334	1.10	5,621	4,654	967	4,182.5	4,121.3	61.20	65		
C-1	Mc Crometer	30,880,818	30,565,396	315,422	0.97	26,059	25,389	670	10,893.2	10,861.4	31.80	110		
C-2	Mc Crometer	81,597,200	81,586,100	11,100	0.03	31,959	31,883	76	4,051.7	4,050.7	1.00	160		
Frontier # 1	Sensus/ Omni	18,387,979	18,189,944	198,035	0.61	164,952	164,412	540	16,640.5	16,594.2	46.30	50		
Frontier # 2	Mc Crometer	9,227,455	8,932,748	294,707	0.90	44,312	43,561	751	4,253.1	4,131.0	122.10	30		
FRONTIER # 3	Mc Crometer	25,625,502	24,979,960	645,542	1.98	226,623	225,244	1,379	4,316.2	4,246.6	69.60	140		
C-6	Mc Crometer	31,880,043	30,777,845	1,102,198	3.38	339,282	336,293	2,989	14,731.2	14,628.7	102.50	140		
Boosters						272,625	272,625	0	19,329.0	19,329.0	0.00			
2 MG RESERVOIR						19,111	19,090	21						
Totals				8,967,829	27.52			27,522			1643.30			

Meter Reads In Barrells  
 Ambassadors #1 & # 3 - Wells Inoperable  
 C-3, & Caprock #16 - Wells Inoperable  
 Meter changed out by Xcel.

## Double Eagle Well Operation May-19

7/11/2019

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					5,554	5,314	240				off		
C-11	McCrometer	344	344	0	0.00	8,858	8,702	156						
C-10	McCrometer	733,457	733,457	0	0.00	26,234	25,962	272						
CAPROCK # 2	Well Inoperable													
CAPROCK # 3	Well Inoperable													
CAPROCK # 1	McCrometer	16,469,594	16,469,594	0	0.00	63,526	63,371	155	8,497.8	8,497.8	0.00	30		
CAPROCK # 4	McCrometer	18,899,716	18,007,729	891,987	2.74	59,653	56,679	2,974	8,291.8	7,922.0	369.80	45		
CAPROCK # 5	Well Inoperable			0										
CAPROCK # 6	Neptune/ Trident	85797600	85797600	0	0.00	274,455	270,241	4,214	10,907.5	10,687.3	220.20	105		
C-5	Well Inoperable													
C-4	McCrometer													
CAPROCK # 18	Sensus/ Omni	10,105,521	8,543,639	1,561,882	4.79	112,162	108,136	4,026	2,065.4	1,758.1	307.30	90		
C-7	McCrometer	418,311	418,311	0	0.00	14,222	14,048	174						
C-8	McCrometer	1,111,488	849,003	262,485	0.81	10,582	9,789	793						
CAPROCK # 10	McCrometer	68,873,490	67,712,680	1,160,810	3.56	248,053	243,590	4,463	12,488.6	12,281.8	206.80	90		
C-3	McCrometer													
CAPROCK # 20	Sensus/ Omni	14,405,320	14,398,088	7,232	0.02	268,882	265,279	3,603	15,116.5	14,931.8	184.70	150		
C-9	McCrometer	1,052	741	311	0.00	29,819	28,661	1,158						
CAPROCK # 17	McCrometer	5,093,563	5,093,563	0	0.00	125,860	125,745	115	1,866.6	1,866.6	0.00	80		
CAPROCK # 13	McCrometer	102,249,800	99,257,900	2,991,900	9.18	183,168	177,111	6,057	3,890.3	3,579.5	310.80	140		
CAPROCK # 19	McCrometer Mag	21,958,629	21,650,402	308,227	0.95	25,769	24,940	829	7,481.0	7,245.4	235.60	25		
CAPROCK # 16	McCrometer											off		
CAPROCK # 15A	McCrometer	6,263,105	5,423,606	839,499	2.58	169,499	167,562	1,937	11,674.1	11,582.1	92.00	130		
CAPROCK # 14	McCrometer	68,844,150	68,844,150	0	0.00	45,115	45,030	85	9,379.3	9,379.3	0.00	110		
HUDSON # 1	McCrometer Mag	72,339,992	71,260,329	1,079,663	3.31	111,245	109,761	1,484	2,463.0	2,347.1	115.90	130		
CAPROCK # 21	McCrometer	20,895,341	20,548,607	346,734	1.06	4,654	3,639	1,015	4,121.3	4,061.8	59.50	65		
C-1	McCrometer	30,565,396	29,929,526	635,870	1.95	25,389	24,028	1,361	10,861.4	10,794.8	66.60	110		
C-2	McCrometer	81,586,100	80,644,800	941,300	2.89	31,883	30,363	1,520	4,050.7	3,965.4	85.30	160		
Frontier # 1	Sensus/ Omni	18,189,944	17,313,718	876,226	2.69	164,412	162,219	2,193	16,594.2	16,387.9	206.30	50		
Frontier # 2	McCrometer	8,932,748	8,545,163	387,585	1.19	43,561	42,533	1,028	4,131.0	3,970.3	160.70	30		
FRONTIER # 3	McCrometer	24,979,960	23,881,559	1,098,401	3.37	225,244	222,902	2,342	4,246.6	4,127.3	119.30	140		
C-6	McCrometer	30,777,845	28,543,709	2,234,136	6.86	336,293	330,212	6,081	14,628.7	14,416.7	212.00	140		
Boosters						272,625	272,625	0	19,329.0	19,329.0	0.00			
2 MG RESERVOIR						19,090	19,058	32						
Totals				15,624,248	47.95			48,307			2952.80			

Meter Reads In Barrells  
 Ambassadors #1 & # 3 - Wells Inoperable  
 C-3, & Caprock #16 - Wells Inoperable  
 Meter changed out by Xcel.  
 Corrections

**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
1993	127.26	125.49	102.69	115.96	103.63	136.57	140.64	145.47	95.59	115.61	125.89	112.29	1,447.09
1994	124.08	119.20	113.05	145.59	105.80	110.30	94.00	149.20	112.90	111.90	146.80	78.10	1,410.92
1995	90.90	128.40	89.40	89.10	98.80	140.90	125.90	106.80	133.80	161.70	97.50	99.20	1,362.40
1996	111.80	77.60	100.00	151.20	133.20	117.70	205.40	158.80	164.10	136.10	120.70	112.20	1,588.80
1997	132.10	154.30	111.60	155.20	123.50	161.90	170.90	132.77	105.89	111.54	110.91	129.78	1,600.39
1998	130.83	155.18	113.30	131.10	152.43	119.88	130.83	112.66	116.60	121.75	95.89	118.50	1,498.95
1999	78.68	71.70	77.54	114.55	109.99	98.33	160.17	127.84	99.14	97.14	106.14	130.77	1,271.99
2000	113.29	117.02	135.80	108.22	147.45	140.18	132.03	130.61	164.64	123.90	119.08	109.78	1,542.00
2001	146.50	99.75	131.68	126.49	119.52	134.26	156.98	177.92	88.05	121.14	132.68	97.17	1,532.14
2002	110.71	96.18	114.93	131.16	117.33	107.38	108.68	108.99	171.67	130.89	132.41	115.11	1,445.44
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							231.38

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

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
1997	164.98	142.78	141.45	164.01	136.07	198.32		223.12	182.77	187.52	170.22	197.76	1,909
1998	200.04	159.87	122.00	121.08	125.87	196.82	157.93	150.40	118.47	117.29	121.67	102.30	1,694
1999	106.42	73.98	68.12	86.24	93.07	85.15	95.56	100.62	95.88	74.37	101.29	99.00	1,080
2000	137.51	122.38	127.96	110.84	90.93	110.81	111.90	82.50	89.49	45.71	60.36	45.43	1,136
2001	75.00	65.55	45.53	81.43	74.79	103.72	71.29	139.47	65.07	36.06	50.18	61.96	870
2002	43.84	82.83	80.26	161.21	93.23	113.19	96.36	119.52	105.17	96.72	77.40	111.07	1,181
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							40

Note: Free Stock Included

## WASTEWATER TREATMENT PLANT REPORT JUNE 2019

<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.)	147.25	122.93	897.66
Treated Reuse Delivered to Mun. Golf Course (Acre Ft.)	58.86	60.10	225.44
Treated Reuse Sold to Rockhouse Ranch (Acre Ft.)	18.53	26.71	105.03
WWTP Irrigation Meter (Acre Ft.)	0.75	0.95	2.60
<b>Total Reuse Pumped</b>	<b>78.14</b>	<b>87.76</b>	<b>333.07</b>
After Hours Control Panel Alarms	11	10	36
KWH Consumed                    79,201 - 78,185 = x 160 =	162,560	173,760	980,800
NPDES Permit Violations	0	0	0
Sodium Hydrochloride for Reuse (Gallons)	0	0	0

<b>Septage Disposal Report:</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Calendar Year to Date</b>
Total Number of Loads	744	835	3,960
Rejected Loads	0	0	0
Taxed Gallons                    2,125,216.75 x \$.10	\$212,521.68	\$185,184.26	\$923,561.30
Taxed Manifest Books / \$30.00                    17 x \$30.00	\$510.00	\$420.00	\$2,100.00
Subtotal	\$213,031.68	\$185,604.26	\$925,661.30
5% Tax	\$10,651.58	\$9,280.22	\$46,283.07
Taxed Billing	\$223,683.26	\$194,884.48	\$971,944.37
Tax Exempt Gallons                    231,997.50 x \$.10	\$23,199.75	\$24,034.40	\$84,049.15
Tax Exempt Manifest Books / \$30.00                    1 x \$30.00	\$30.00	\$60.00	\$330.00
Taxed Exempt Billing	\$23,229.75	\$24,094.40	\$84,379.15
Total Billing	\$246,913.01	\$218,978.88	\$1,056,323.52

<b>Biosolids:</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Calendar Year to Date</b>
Total Compost Produced (Cu. Yds.)	438.00	72.00	1,378.00
Amount of Sludge Sent to Compost Operation (Cu. Yds.)	255.00	360.00	1,797.00

<b>Wastewater Discharge Characteristics:</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Permit Limit</b>
Average Biochemical Oxygen Demand (Lbs./Day)	32.26	23.12	1,051.00
Average Total Suspended Solids (Lbs./Day)	39.97	31.37	1,051.00
Average Flow (Million Gallons/Day)	1.59	1.30	NA
E.Coli (30 Day Avg.)	1.36	1.14	126.00

**Remarks:**

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Joe Harvey, WW Superintendent

# SEWER COLLECTIONS REPORT

## June 2019

Calendar      Average  
This Month   Previous Month   Year to Date   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	8	21	
Repairs on Main Lines	0	1	3	
Main Line Stoppages	0	0	18	
Number of Manholes and Cleanouts	n/a	n/a	0	
Manholes Flushed	0	0	0	
Manholes Repaired	0	0	1	
Customer Service Repairs	0	0	1	
Customer Complaints, All Other	3	7	37	
Carlsbad Line Location Service	279	334	1,821	
Double Eagle Line Location Service	102	127	705	
Ft. Sewer Liner Cleaned/Rodded	1,568	2,840	18,953	
Sewer Tap Inspections	0	0	0	
Total No. of Customer Services	10,466	10,458	10,466	1,047
Total No. of New Cust. Services Installed	0	0	0	0

**Lift Stations:**

<b>Total in Service</b>			<b>20</b>
Number of After-Hour Control Panel Alarms	4	3	9
Number of Repairs	1	2	5
KWH Consumed, Primary Lift Station	39,840	36,160	216,640
KWH Consumed, All Other Lift Stations	12,699	13,398	82,787

Pulled pump #2 at Hall Lift Station and sent it off to JCH. Force main leak on the Bataan Lift Station fixed leak. Installed lift station at 809 E. Wood.

*Wes Nichols*

Digitally signed by Wesley Nichols  
 DN: cn=Wesley Nichols, o=City of  
 Carlsbad, ou=Public Works,  
 email=wnichols@cityofcarlsbadnm.com,  
 c=US  
 Date: 2019.07.08 13:02:23 -0600

Wes Nichols, Deputy Director of Utilities

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

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
1999	321.96	281.14	277.87	284.86	325.79	338.14	368.30	364.52	353.57	350.40	329.14	305.76	3,901.45
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							897.66

**EFFLUENT REUSE  
ACRE / FEET**

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
1999	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
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							333.07



**MUNICIPAL SEWER SYSTEM  
ACTIVE SERVICES**

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2000		9,208	9,177	9,197	9,203			9,234	9,240	9,228	9,159	9,115
2001	9,108	9,126				9,227	9,178	9,227	9,208	9,210	9,166	9,103
2002	9,111	9,123	9,132	9,156	9,207	9,202	9,202	9,179	9,210	9,162	9,170	9,142
2003	9,114	9,130	9,173	9,172	9,198	9,253	9,251	9,278	9,272	9,236		
2004	9,205	9,203	9,233	9,242		9,276	9,259	9,283	9,255	9,256	9,224	9,182
2005				9,225	9,238	9,305	9,325				9,263	9,238
2006	9,226	9,235	9,240	9,283	9,290	9,313	9,357	9,419	9,306	9,295	9,275	9,274
2007	9,265	9,282	9,298	9,302	9,366	9,400	9,389	9,356	9,343	9,379	9,340	9,343
2008		9,367	9,383	9,383	9,389	9,414	9,420	9,438		9,302	9,258	9,441
2009	9,337	9,453	9,485		9,533	9,579	9,533		9,502	9,518	9,493	9,458
2010	9,469	9,466	9,517	9,486	9,506	9,532	9,524	9,527	9,530			
2011	9,578	9,595	9,536			9,609	9,589	9,613	9,627	9,660	9,629	9,603
2012	9,650	9,626	9,669	9,680	9,694	9,706	9,714	9,710	9,674	9,695		9,672
2013	9,672	9,696	9,754	9,720	9,715	9,759	9,796	9,807	9,804	9,786	9,806	9,765
2014	9,800	9,787	9,830	9,843	9,855	9,891	9,895	9,941	9,945	9,943	9,931	9,943
2015	9,892	9,908	9,911	9,953	9,958	10,007	9,969	10,003	9,968	9,990	9,935	9,975
2016	9,924	10,026	10,054	10,061	10,033	10,062	10,054	10,063	10,020	9,982	9,954	9,966
2017	9,994	10,002	10,060	10,108	10,107	10,167	10,151	10,197	10,182	10,213	10,196	10,235
2018	10,241	10,234	10,241	10,265	10,290	10,337	10,352	10,362	10,385	10,344	10,415	10,330
2019	10,381	10,380	10,426	10,418	10,458	10,466						

# CITY OF CARLSBAD

## INTER-OFFICE MEMORANDUM

Dale Janway, Mayor

Mike Hernandez, City Administrator

July 16, 2019

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:

### **Carlsbad Cemetery Board**

Appoint: Richard VanDyke 2 year term  
Appoint: Desiree Kicker 2 year term  
Appoint: Amy Calderon Remander 2 year term

### **Carlsbad Library Board**

Appoint Beverly Carrasco 4 year term  
Reappoint: Jo Calvani 4 year term

Thank you.

DJ/cm

ORDINANCE NO. 2019-\_\_\_\_

AN ORDINANCE REZONING PART OF "C-2" COMMERCIAL 2 DISTRICT TO "C-1" COMMERCIAL 1 DISTRICT FOR AN APPROXIMATELY 0.115 ACRE PROPERTY, LOCATED AT 701 W. GREENE ST., LEGALLY DESCRIBED AS LOT B, BLOCK 164, WOODARDS SUBDIVISION REPLAT, 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-2" Commercial 2 District to "C-1" Commercial 1 District, for an approximately 0.115 acre property, located at 701 W. Greene St., Carlsbad, NM, legally described as:

LOT B, BLOCK 164, WOODARDS SUBDIVISION REPLAT

INTRODUCED, PASSED, ADOPTED AND APPROVED this 10<sup>TH</sup> day of September, 2019.

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DALE JANWAY, MAYOR

ATTEST:

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CITY CLERK

ORDINANCE NO. 2019-\_\_\_\_\_

AN ORDINANCE REZONING PART OF "C-2" COMMERCIAL 2 DISTRICT TO "R-2" RESIDENTIAL 2 DISTRICT FOR AN APPROXIMATELY 0.275 ACRE PROPERTY, LOCATED AT 308 W. ROSE ST., LEGALLY DESCRIBED AS LOT 5, BLOCK 1, MURRAY 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-2" Commercial 2 District to "R-2" Residential 2 District, for an approximately 0.275 acre property, located at 308 W. Rose St., Carlsbad, NM, legally described as:

LOT 5, BLOCK 1, MURRAY SUBDIVISION

INTRODUCED, PASSED, ADOPTED AND APPROVED this 10<sup>TH</sup> day of September, 2019.

---

DALE JANWAY, MAYOR

ATTEST:

---

CITY CLERK

ORDINANCE NO. 2019-\_\_\_\_

AN ORDINANCE REZONING PART OF "R-R" RURAL RESIDENTIAL DISTRICT TO "C-1" COMMERCIAL 1 DISTRICT FOR AN APPROXIMATELY 6.00 ACRE PROPERTY, LOCATED AT 301 W. CHAPMAN RD., LEGALLY DESCRIBED AS TRACT B, COX TRACTS 5, 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-1" Commercial 1 District, for an approximately 6.00 acre property, located at 301 W. Chapman Rd., Carlsbad, NM, legally described as:

TRACT B, COX TRACTS 5

INTRODUCED, PASSED, ADOPTED AND APPROVED this 10<sup>TH</sup> day of September, 2019.

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DALE JANWAY, MAYOR

ATTEST:

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CITY CLERK

ORDINANCE NO. 2019-\_\_\_\_\_

AN ORDINANCE REZONING PART OF "C-2" COMMERCIAL 2 DISTRICT TO "C-1" COMMERCIAL 1 DISTRICT FOR AN APPROXIMATELY 0.43 ACRE PROPERTY, LOCATED AT 513, 515, 517, 519, 521, 523, 525, 527 WEST FOX STREET AND 206 SOUTH GUADALUPE STREET, LEGALLY DESCRIBED AS SUBD: STEVENS LOT: 2 BLOCK: 45 QUARTER: SW S: 6 T: 22S R: 27E, SUBD: STEVENS LOT: 4 BLOCK: 45 LOT 4 LESS BEG SW COR LT 6 N 33.34' TO POB; E 65.2', N 60.7', W 18.07', N 2', W 47.13', S 62.7' TO POB, AND SUBD: STEVENS LOT: 6 BLOCK: 45 LOT 6 LESS BEG SW COR LT 6 N 33.34' TO POB; E 65.2', N 60.7', W 18.07', N 2', W 47.13', S 62.7' TO POB, 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-2" Commercial 2 District to "C-1" Commercial 1 District, for an approximately 0.43 acre property, located at 513, 515, 517, 519, 521, 523, 525, 527 W. Fox St. and 206 S. Guadalupe St., Carlsbad, NM, legally described as:

SUBD: STEVENS LOT: 2 BLOCK: 45 QUARTER: SW S: 6 T: 22S R: 27E,

SUBD: STEVENS LOT: 4 BLOCK: 45 LOT 4 LESS BEG SW COR LT 6 N

33.34' TO POB; E 65.2', N 60.7', W 18.07', N 2', W 47.13', S 62.7' TO POB,

AND SUBD: STEVENS LOT: 6 BLOCK: 45 LOT 6 LESS BEG SW COR LT

6 N 33.34' TO POB; E 65.2', N 60.7', W 18.07', N 2', W 47.13', S 62.7' TO POB

INTRODUCED, PASSED, ADOPTED AND APPROVED this 10<sup>TH</sup> day of September, 2019.

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DALE JANWAY, MAYOR

ATTEST:

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CITY CLERK

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM  
PURCHASING RECOMMENDATION

Council Meeting Date: 07/23/19

Department: Cemetery	BY: Matt Fletcher, CPO	Date: 07/17/19
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**SUBJECT:** Services  
**Description:**  
Cemetery Groundskeeping and Grave Digging Services

<b>SYNOPSIS:</b>	Qty <u>1</u>	Total Est. Cost	<u>\$ 388,980.00</u>	Total Actual Cost	<u>\$ 388,980.00</u>
	Budgeted Yes	Est. City Share		Actual City Share	<u>\$ 388,980.00</u>
	Account # <u>10161-61200</u>		<u>\$ 388,980.00</u>		
	Account # _____		_____		
	Account # _____		_____		
	Account # _____		_____		
		<b>TOTAL</b>	<u>\$ 388,980.00</u>		

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

The City of Carlsbad is seeking to enter into a services contract with a qualified contractor for the general maintenance, groundskeeping, grave digging and operational services associated with the City operated cemeteries, to include the Carlsbad Cemetery and adjoining Santa Catrina and Santa Theresa sections as well as the Sunset Gardens Cemetery. The City conducted an RFP for these services.

The City received three proposals from Orlando Garza, Garden Mart Inc., and Rocking WD Services. Proposals were reviewed and scored by a five member evaluation committee. The proposer receiving the highest score was Orlando Garza, with a score of 93.60 out of a possible 100 points.

The evaluation committee's recommendation is to award the contract to Orlando Garza. The City requests authorization for the City Administrator and Mayor to enter into contract negotiations on behalf of the City and upon successful negotiation of agreement, authorize the Mayor and/or City Administrator to execute the agreement for those services.

<b>Requested action to be taken by Council:</b> Advertise Invitation for Bid	<b>Council Action Taken:</b> Select one	<b>Date:</b>
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Reviewed by City Administrator:

<b>POST BID/RFP RECOMMENDATION</b>	<b>Council Meeting Date:</b>
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<b>Requested action to be taken by Council:</b> Award RFP Number 2019-13	<b>Council Action Taken:</b> Select one	<b>Date:</b>
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**ADDITIONAL INFORMATION:**

Reviewed by City Administrator: /s/ Michael A. Hernandez

07-18-19

ATTACHMENT(S):  Specifications  Bid/RFP Summary  Other: \_\_\_\_\_



**RFP Title: Groundskeeping, Maintenance and Grave Digging for Carlsbad and Sunset Gardens Cemeteries**

**RFP # 2019-13**

Staff Experience and Qualifications - ( III B )		Points Possible	Orlando Garza	Garden Mart	WD Services
1. Plan for administration and maintenance services		20	17.20	16.40	12.40
2. Qualifications of all key staff members		5	4.20	4.00	3.20
	Category Total	25	21.40	20.40	15.60
Proposer Experience - ( III C )		Points Possible	Orlando Garza	Garden Mart	WD Services
Experience of proposer in providing similar services		25	23.80	21.20	13.00
Technical Approach and Resources - ( III D )		Points Possible	Orlando Garza	Garden Mart	WD Services
1. Proposer's understanding of the scope of the work.		10	10.00	9.80	7.80
2. Plans to perform the services required in the scope of work		10	10.00	9.20	8.00
3. Specialized Problem Solving Skills		5	4.40	4.20	3.80
	Category Total	25	24.40	23.20	19.60
4. Financial Ability ( III E )		Points Possible	Orlando Garza	Garden Mart	WD Services
Financial Ability to meet the contract requirements		15	14.00	13.00	9.00
COST PROPOSAL		Points Possible	Orlando Garza	Garden Mart	WD Services
	To Be Scored by Procurement Manager	10	10	9.26	9.40
	Proposed Monthly Fee (excluding tax)		\$ 32,415.00	\$ 35,000.00	\$ 34,500.00
	<b>Total Points</b>	<b>100</b>	<b>93.60</b>	<b>87.06</b>	<b>66.60</b>

CPO Certification



**CITY OF CARLSBAD**

**AGENDA BRIEFING MEMORANDUM**

Council Meeting Date: 7-23-2019

<b>DEPARTMENT:</b> Municipal Services	<b>BY:</b> Angie Barrios-Testa, Director <i>ABT 7/14/19</i>	<b>DATE:</b> 7-15-2019
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**SUBJECT:** FY2021/2025 Infrastructure Capital Improvement Plan Preliminary List Presentation

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

The State of New Mexico's Department of Finance & Administration is required by law to develop a five-year plan for capital improvement projects and to prioritize all state-owned improvement projects. Although the local governments are not required, they are encouraged to participate in the ICIP as a planning guide. The ICIP is due to the state by September 6, 2019 for all municipalities. The ICIP for Senior Citizens Facilities is due on September 20, 2019.

The City's ICIP establishes planning priorities for capital projects not already funded through the budget process yet still critical infrastructure needs for the community. Limited funding requires phasing of larger projects and for the City to seek outside funding to leverage federal, state, and other funding programs.

To determine priority level for such a large number of projects, the City Administration along with the Department Directors went through an extensive review of last year's FY2020/2024 ICIP list of over 150 projects. During this review it was determined there were some projects on the list which were funded, completed, or considered maintenance. An updated list was then provided during the City's public input meeting series and input period. Following the public input, Department Directors participated in an internal project development (application) process which included evaluating and ranking of all remaining projects based on relevant criteria.

The City of Carlsbad is pleased to submit the enclosed FY2021/2025 Infrastructure Capital Improvement Plan (ICIP) list of 57 projects. Staff requests City Council to review the enclosed documentation and provide any additional recommendations. The final list to be approved by formal resolution will be brought before City Council during the August 13, 2019 regularly scheduled meeting.

**DEPARTMENT RECOMMENDATION:** City Council review and recommend any changes to the FY2021/2025 Infrastructure Capital Improvement Plan for the City of Carlsbad.

**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   |                                      |

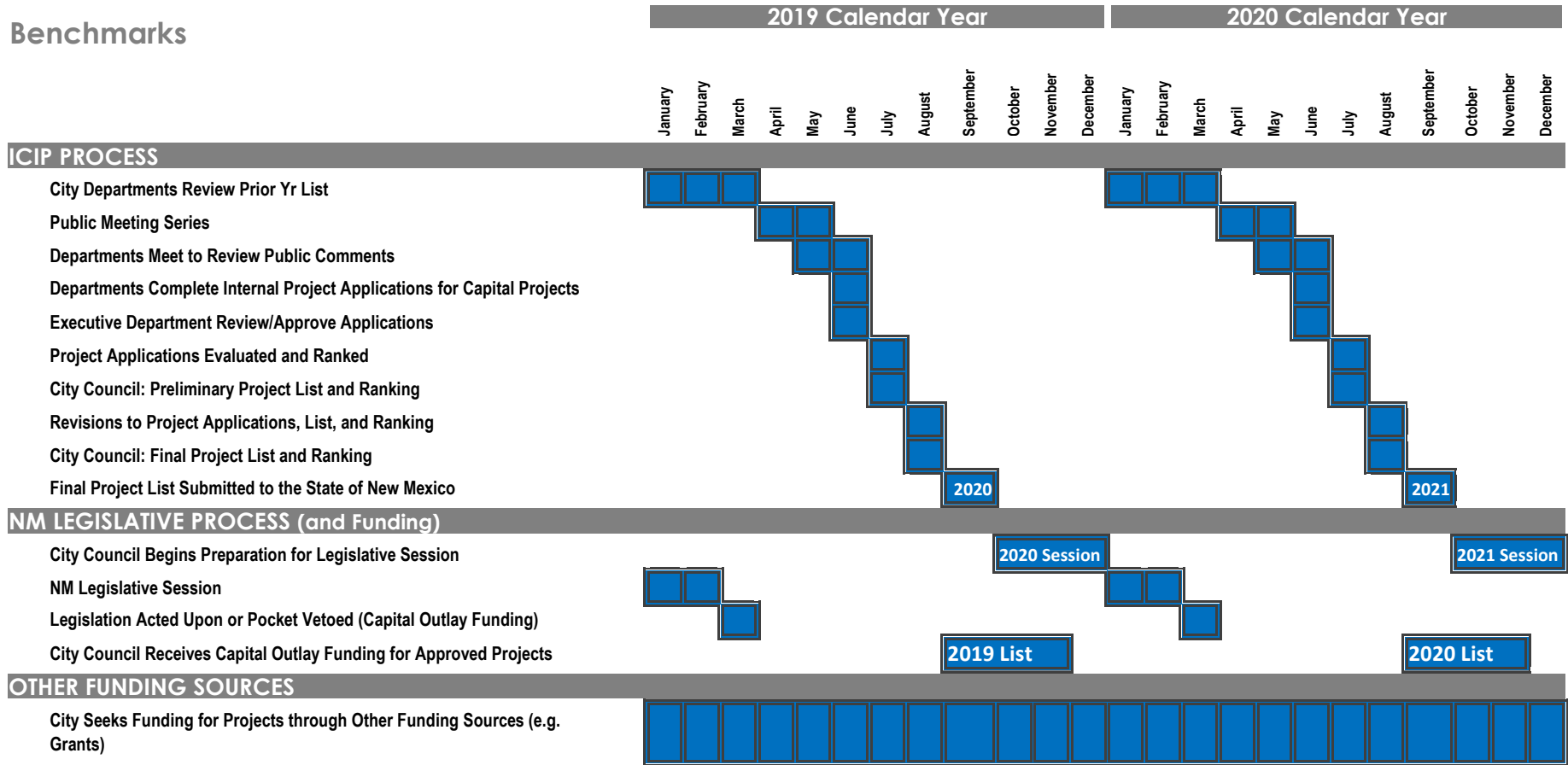
<b>Reviewed by:</b> City Administrator: /s/ Michael A. Hernandez	<b>Date:</b> 07-18-19
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**CITY OF CARLSBAD**  
**ICIP FY2021-2025**

# CITY OF CARLSBAD

## INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP) SCHEDULE/PROCESS

### Benchmarks



**City of Carlsbad**  
**Infrastructure Capital Improvement Plan (ICIP) FY2021-2025**  
**Recommended Priority List**

**ICIP FY2021-2025 (55 Projects)**

- 1. Radio Blvd.**
- 2. Airport Runway Lighting Upgrades**
- 3. Old Cavern Hwy Sewer**
- 4. Bataan Sanitary Sewer Lift Station**
- 5. Heavy Rescue Truck**
- 6. PD Evidence Holding and Processing Facility**
- 7. PD In-Car Video System**
- 8. New Fire Station - North Ph1-3**
- 9. Old Cavern Hwy Road**
- 10. Repair Riverwalk Recreation Center**
- 11. East Bypass Road**
- 12. Water System Improvements**
- 13. Double Eagle Waterline Improvements**
- 14. Cavern Theater Rehab**
- 15. Carlsbad Church Street Improvements**
- 16. Double Eagle Waterline Replacement**
- 17. Fixed Base Radios Read Water Meter System**
- 18. Sheep's Draw Reservoir 5**
- 19. Dark Canyon Bridge**
- 20. National Parks Hwy Sewer**
- 21. Standpipe Road Sewer Improv Ph1-2**
- 22. South Carlsbad Sewer Imp**
- 23. Carlsbad Sewer Improvements**
- 24. Sewer Line Rehab Program**
- 25. Traffic Signalization Improvements**
- 26. Effluent Reuse Project Ph 5-B**
- 27. Mesa Street Improvements**
- 28. PD vehicle fleet replacement**
- 29. Extend Storm Drain to Greene Street**
- 30. New Main Fire Station**
- 31. Civic Center Improvements**
- 32. Extend Storm Drain to Lea Street**
- 33. MainStreet Pedestrian Safety and Alley Connection**
- 34. MainStreet Signage**
- 35. Reconstruction Improvements for Algerita Street**
- 36. Extend Storm Drain to Stevens Street**
- 37. Emergency/Homeless Shelter**

- 38. Extend Storm Drain Mermod St.**
- 39. Carlsbad Cemetery Fencing**
- 40. Softball Complex Improvements\_Will Merchant**
- 41. Fire Station 2 Remodel**
- 42. Golf Course Irrigation**
- 43. Halagueno Arts Park**
- 44. Museum Archives/Collections Annex**
- 45. Repairs to CID Bridges**
- 46. Davis Street Reconstruction**
- 47. Library Archive Digitization**
- 48. Lazy River Expansion Water Park**
- 49. Purchase Land for Affordable Housing Project**
- 50. Potash park Train Project**
- 51. Potash Museum New Building**
- 52. Library Shelving**
- 53. Bujac Historical Museum Complex**
- 54. Recycle Program Improvements**
- 55. McMillan Dam Tenders House**

**ICIP - Senior Citizen Facilities (2 Projects)**

- 1. San Jose Senior Center - Building Renovations**
- 2. Senior Center Transportation Vehicle**

**CITY OF CARLSBAD**  
**PROJECT DEVELOPMENT**

## ICIP FY 2021-2025 (55 Projects)

### PROJECT SUMMARIES

**1. Radio Blvd - \$1,500,000**

Reconstruction of Radio Blvd. from Standpipe to city limits.

**2. Airport Runway Lighting Upgrades - \$480,000**

To repair/replace electric wiring, equip and furnish airport runway lighting system so the lights are reliable for both daytime and nighttime landing and take-off.

**3. Old Cavern Hwy Sewer - \$2,698,401**

To design and construct a sewer line along Old Cavern Highway from Farris Street to Chapman Road. Design and construct includes the extension of sewer interceptor 219 along Old Cavern Hwy., from Ferris Drive south to Chapman Road. Project also includes a sewer collector lines, and to serve adjacent streets. This area does not have any sanitary sewer and could develop very rapidly.

**4. Bataan Sanitary Sewer Lift Station & FM rehab - \$1,500,000**

To plan, design, and rebuild the Bataan Sanitary Sewer Lift Station and Force Main for the City of Carlsbad, Carlsbad, New Mexico, in Eddy County. This project will plan, design, and rebuild the Bataan Lift Station and associated sewer force main line. The City will secure engineering reports, plans, and identify a qualified contractor to rehabilitate existing facilities.

**5. Heavy Rescue Truck - \$1,200,000**

To purchase and equip a Heavy Rescue Truck for Fire & EMS Services. This truck will be equipped to handle auto extrications, structure instabilities, lifting capabilities and many other technical rescue operations. New truck for major vehicle crashes involving extrication. The current truck is a medium duty rescue truck and is over 10 years old. In 2018 we have had the truck fail on us multiple times. Considering the distances that we must travel, having the truck fail is not acceptable. Also, as we continue to grow we need a heavy rescue.

**6. PD Evidence Holding and Processing Facility - \$650,000**

To plan, design and construct a Vehicle Evidence Storage and Processing Facility for the Police Department. To plan, design and construct additional bays to house a holding facility for vehicles and offices for processing. The City plans to renovate an old fire station to become a substation located on the south portion of the City.

**7. PD In-Car Video System - \$348,000**

To purchase, furnish and equip all new vehicles with an in-car camera system and accompanying body worn cameras. The PD needs to place in-car videos and accompanying body cameras into all marked patrol units. This is not only industry wide best practice, but it also provides for crucial prosecutorial evidence as well as significant administrative assistance.

**8. New Fire Station-North Ph. 1-3 - \$1,500,000**

To acquire the land, plan, design, construct, furnish and equip a new fire station north of the Pecos River in Carlsbad, NM, Eddy County. Plan and acquire property (Ph.1), design (Ph.2), and construct, equip (Ph.3) a new 6,400 sq. foot Fire Station Facility-North of the Pecos River, including parking lot, storage and landscaping etc.



This area is secluded from the rest of the City. Floods and frequent railway traffic impede and often totally block access to this area from existing emergency facilities. The Insurance Services Organization (ISO) standards describe the need for a fire station to serve this area.

**9. Old Cavern Hwy Reconstruct - \$3,000,000**

Reconstruct Old Cavern Hwy. from National Parks Hwy. to Chapman including the intersection. Complete reconstruction of Old Cavern Hwy from Nat'l Parks Hwy to Chapman Rd.

**10. Repair Riverwalk Recreation Center – (\$1,672,000 - \$118,000 funded) \$1,554,000**

To plan, design, equip, furnish and construct improvements to the Riverwalk Recreation Center. Improvements include exterior painting and re-stucco, painting and remodeling of interior spaces, new ventilation and HVAC system, security system for doors and camera, and new plumbing fixtures.

**11. East Bypass Hobbs Hwy - \$1,000,000 (City Contribution – Joint project)**

East Bypass - Derrick Road North, Grandi across the Pecos River to Shoop Bypass on Hobbs Hwy East Bypass - This is a joint City/County project. The City has committed \$1 million in funds for Engineering. Scope of work recommended by public input: Derrick Road North, Grandi across the Pecos River to Shoop Bypass on Hobbs Hwy. Removes heavy commercial truck traffic from city streets by completing the loop relief route.

**12. Water System Improvements - \$16,474,350 (FY2021 Phase \$4,574,600)**

To plan, design and construct system wide waterline improvements. Plan, design and construct improvements to the Municipal Water System including waterline extensions as identified in projects section below, waterline replacement, minor repairs to booster and pressure reducing stations, repairs to reservoirs, fire lines and dead end lines.

**13. Double Eagle Waterline Improvements - \$10,103,587 (FY2021 \$1,431,100)**

To plan, design and construct and acquire easements and ROW for Double Eagle waterline improvements. To plan, design and construct waterline Phase 3 improvements to the Double Eagle Water System to increase water production and delivery of water to Carlsbad and adjacent communities. This secondary water source could serve approximately 40,000 residents of Southern Eddy Co. This project includes the acquisition of needed easements, ROW's, and completion of necessary environmental studies. This project will assess the existing water lines and identify those lines that need to be replaced. These water lines run mostly in the unincorporated areas to the north of Carlsbad, up to the Tatum well fields. Ph. 1 included improving the wells in the Tatum well field, and Ph. 2 included installation of a High Pressure Loop water line to the north of Carlsbad.

**14. Cavern Theater Rehabilitation - \$5,059,800 for 2021**

Plan, design, construct, equip and furnish total rehabilitation and repairs to the existing historic Cavern Theater from a movie palace to a full live performance venue and cultural facility which will also include film and live streaming capabilities. Rehabilitation will meet current live performance and video standards as well as ADA requirements. Phase 1 will include the planning and design for electric demo and new electric rough-in and rehabilitation of the marquee and blade sign. Phase 2 will consist of plan, design and construction for replacing the roof, installation of all HVAC, rehab of plumbing system, construction of an ADA restroom, installation of fire suppression and security systems. Phase 3 will include plan, design, construction, equipping and furnishing of a full live performance stage with all its standard equipment, wall and ceiling acoustics, lighting and sound

equipment, video equipment, seating, lobby and concession area rehab, an annex addition to include, public and performer restrooms, dressing rooms, green room, construction room and loading dock.

**15. Church Street Improvements - \$2,600,000**

To plan, design and construct improvements to Church Street in Carlsbad, NM, Eddy County. To plan, design, and construct improvements to Church St. from Riverside Dr. to 8th St. Improvements will include reducing the four traffic lanes to two traffic lanes, installing an internal turn lanes, and creating bicycle lanes both east and west bound. The City will issue an RFP for the design as well as construction on the job. The City's Projects Department will administer the project.

**16. Double Eagle Waterline Replacement - \$9,146,669 (\$988,361 Design, \$8,158,308 Const. Phase)**

To plan, design and construct, and replace existing water lines in the Double Eagle water well field in Carlsbad, NM, Eddy County.

**17. Fixed Base Radios Read Water Meter System - \$4,500,000**

To purchase and install a fixed base radio reading system for water meters in Carlsbad, NM, Eddy County. This project will consist of the purchasing and installation of radio read meters and collectors for a fixed base reading system for the City's water meters.

**18. Sheep's Draw Reservoir #5 - \$4,593,760**

To plan, design, and construct a new 5 million gallon reservoir tank in the Sheep's Draw water well field in Carlsbad, NM, Eddy County. To plan, design, and construct a new 5 Million Gallon Reservoir at the Sheep's Draw Wellfield. The City will issue an RFP for the design and engineering of the new reservoir.

**19. Dark Canyon Bridge - (\$10,100,000-\$100,000 funded) \$10,000,000**

To plan, design, and construct a bridge at Boyd Dr. and Radio Blvd. crossing Dark Canyon. To plan, design, and construct a new bridge at Boyd Dr. and Radio Blvd. crossing Dark Canyon. This will be a phased project, with Ph. 1 preliminary engineering, Ph. 2 will be professional design and land acquisition, and Ph. 3 construction.

**20. National Parks Hwy Sewer - \$826,655**

Design and construct a sewer line along National Parks Highway. Design and construct sewer interceptor 222 along the east side of National Parks Hwy from Chapman Road south to the city limits at Derrick Road.

**21. Standpipe Road Sewer Improvements Ph. 1-2 - \$1,780,649**

To plan, design and construct Standpipe Road sewer improvements in Carlsbad, NM, Eddy County. Design and construct a sewer interceptor along Standpipe Road south to Quay Street and sewer collector lines to serve the area east and west of Standpipe Road. This area is not currently served by city sewer and shallow wells have shown high levels of nitrate. THIS IS A JOINT CITY OF CARLSBAD/COUNTY OF EDDY PROJECT. Eddy County will secure the needed easements and rights of way.

**22. South Carlsbad Sewer Improvement - \$8,719,215 (FY2021 \$3,108,300, FY 2022 \$2,165,841, FY2023 \$3,445,074)**

To plan, design and construct new sewer improvements for south, Carlsbad, NM in Eddy County. Design and construct the expansion of sewer lines to different areas in the south half of Carlsbad where sewer service is not currently available. The first phase of the project includes an infrastructure assessment. Once the assessment is

complete, extending the sewer lines to areas such as Standpipe Road, Old Cavern Hwy., Chapman Road, Radio Blvd., Union Street and Quay will be scheduled for inclusion in the subsequent phases. Phases will be set due to need and growth patterns.

**23. Carlsbad Sewer Improvement - \$14,860,678 (FY2021 \$1,778,211)**

To design and construct new sewer line extensions. Design and construct expansion of sewer lines to different areas located north of the Pecos River where sewer service is not currently available. This project includes the unincorporated area of La Huerta. The project will eliminate the use of septic tanks in an area adjacent to the Pecos River. THIS IS A JOINT CITY OF CARLSBAD/COUNTY OF EDDY PROJECT.

**24. Sewer Line Rehab Program - \$1,349,774 (FY2021 \$349,774 for Design)**

To design a program and purchase or acquire the equipment needed to clean and video tape sewer lines. Design a sewer line rehab program consisting of cleaning and video-taping to identify problems and implementing repairs to existing clay pipe sewer lines which are more than 40 years old.

**25. Traffic Signalization Improvements - \$1,050,000 (\$350,000 each for 3 years)**

To furnish and replace existing traffic signals with new ones at 2 intersections. Several key intersections lack proper traffic signals and most existing signals are old and outdated. New signals have brighter LED lamps, video detection, and upgraded controllers.

**26. Effluent Reuse Project Ph. 5-B - \$3,706,826**

To design and construct phase 2 of the Golf Course Effluent Reuse Project in Carlsbad, NM, Eddy County. A phased project will include design and construct storage capacity, additional pumping transmission facilities and water aeration features to complete the irrigation of the 27-hole Municipal Golf Course and to provide reuse water for irrigation of other City Parks. Ph.1 designed and constructed pipeline for use in this project. Ph. 2 will consist of the design and construction of a storage tank and pipeline to hold and move water to the golf course from the treatment plant. Phases 3-5 will complete the pipelines and facilities needed to complete the effluent reuse project.

**27. Mesa Street Improvements - \$4,630,000**

To design and reconstruct Mesa Street. Widen Mesa Street from Pierce Street to Church Street to allow future four lane width or two lanes with center turning lane. Mesa/Boyd will become a major thoroughfare in the future.

**28. PD vehicle fleet replacement - \$1,200,000**

To purchase and equip new police vehicles. The need exists to continuously upgrade older marked patrol vehicles due to excessive use, wear and tear. The necessity to maintain a newer fleet is paramount regarding both officer and community safety. A continuous replacement system allows for sustainment of a newer and safer fleet.

**29. Extend Storm Drain to Greene Street - \$3,298,200**

To plan, design, and construct extensions to the Canal Street Storm Drain for the City of Carlsbad, Eddy County, NM.

**30. New Main Fire Station - \$10,350,000**

Plan, design, demolish current station, construct and furnish new Fire Station #1. Plan, design, demolish current station, construct and furnish new Fire Station #1. The Carlsbad Fire Department desperately needs a new main facility. Expansion of the Fire Department with additional personnel, vehicles, and equipment in response to a dramatically increased call volume over the last 20 years has severely impacted our dormitory occupancy, living space, training areas, vehicle parking and protection, equipment repair areas, administrative office space, storage, and all operational infrastructure.

**31. Civic Center Improvements - (\$2,550,000 - \$550,000 funded) \$2,000,000**

The City of Carlsbad is taking a phased approach to complete the improvements at the Walter Gerrells Performing Arts Center. The current phase includes a fire suppression sprinkler system to update for fire code compliance, and parking lot lighting and security improvements. The City of Carlsbad has budgeted and will complete the fire suppression sprinkler system and the parking lot improvements within the next 9-12 months. Future funding requests will include the following improvements; ADA compliant entrance lobby, ADA compliant seating upgrades, energy efficient HVAC system upgrades, RV hook-ups in the parking area, and auditorium and annex wall partitions to allow for multiple conference meeting rooms.

**32. Extend Storm Drain to Lea Street - \$2,662,400**

To extend the Canal Street Storm Drain to Lea Street. \*One of 9 extensions of the Canal St. Storm drain.

**33. MainStreet Pedestrian & Alley Connection - \$1,000,000**

To plan, Design and Construct alley connections as attractive pedestrian walkways to encourage visitors and downtown employees to use them as convenient and safe pedestrian links to downtown. Provide public restrooms for tourists and those using the downtown area. The project will include environmental studies, drainage studies, ADA compliance studies, construction of improved walkways and construct a public restroom.

**34. MainStreet Signage - \$78,000**

To plan, design and install wayfinding signage in downtown Carlsbad as well as surrounding areas.

**35. Reconstruction Improvements for Algerita Street - \$460,500**

Reconstruct existing street to include new water and sewer mainlines and services curb and gutter with drive pads, sidewalk with ADA accessibility, and asphalt paving. Provide design and construction for replacement roadway including utilities, curb and gutter, sidewalk and paving.

**36. Extend Storm Drain to Stevens Street - \$13,040,000**

To design and construct the storm drain to Stevens Street. \*One of 9 extensions of the Canal St. Storm drain.

**37. Emergency/Homeless Shelter - \$550,000**

To purchase and construct a new metal building for use as an emergency shelter and homeless facility. To plan, design, purchase and construct a new metal building to house evacuees during in-climate weather events, flooding, and other emergency situations. Also, the building will be used as a facility to serve the growing homeless population.

**38. Extend Storm Drain to Mermod Street - \$619,300**

To construct the storm drain to Mermod Street. \*One of 9 extensions of the Canal St. Storm drain.

**39. Carlsbad Cemetery Fencing - \$350,000**

To purchase and install wrought iron fencing and gates along Boyd Drive and Juarez Street at the Carlsbad Cemetery.

**40. Softball Complex Improvements (Will Merchant) - \$1,049,000**

To repair, replace and add softball fields, concession stand and restrooms at the Will Merchant Softball Complex. The complex is now over 20 years old and in need of repairs to or replacement or the addition of some of the facilities including fields.

**41. Fire Station 2 Remodel - \$615,000**

To design and construct a remodel of the existing Fire Station #2. This project will remodel the entire station, add one apparatus bay, and extend the two existing apparatus bays.

**42. Golf Course Irrigation System Replacement - \$2,000,000**

To design, replace and upgrade the entire irrigation system at Lake Carlsbad Golf Course for reliability and efficiency.

**43. Halagueno Arts Parks - \$330,000**

To plan, design and construct art exhibits, landscaping, lighting and other improvements to the Halagueno Art Park (Phase III and IV). Phase I, II and a portion of III were previously completed and funded with City funds, Lodgers Tax, Capital Outlay at a total amount of approximately \$600,000. The initial phases completed the basic infrastructure, landscape, equipment and art exhibits as they exist today. Phase IIIB was currently budgeted in the City's capital project funds. Phase IIIB design will begin early FY20 and anticipated to be complete late FY20. Phase IIIB will complete improvements to the promenade to include construction of pathways, signs, planting beds, plants, lights, irrigation, seating, and reconfigure the parking area. Phase IV requested now will complete the final phase which is to plan, design, equip, and construct an art imaginarium outdoor area which will include interactive art exhibits.

**44. Museum Archives/Collections Annex - \$500,000**

To acquire, plan, design and renovate a facility to be used as an annex to the museum for archives and art displays. This will allow the collections currently stored-away to be accessible to the public for research and viewing. The City is also exploring the possible alternative of renovating existing space in another City owned facility as a viable option.

**45. Repairs to CID Bridges - \$1,100,000**

The Carlsbad Irrigation District Southern Canal runs through Carlsbad and several major streets cross it on concrete bridges. These bridges are old and some require extensive repair including guard rails, asphalt overlay, concrete repair and new deck surface.

**46. Davis Street Reconstruction - \$1,100,000**

To design and reconstruct Davis Street with new paving, curb, gutter, sidewalk, water and sewer lines and ADA curb returns. Phase 1 - Davis Street from Plum Street to Etter Street. Phase 2 - Davis Street from Kircher south to the end.

**47. Library Archive Digitization - \$100,000**

To plan, design, purchase and install a digitized public library archives system. The plan and design phase will include hiring a consultant to determine the scope of work and the first implementation phase to digitize archives. Once established, the next phase will include digitizing additional portions of the collection.

**48. Lazy River Expansion - Water Park - \$1,800,000**

To design and construct a separate lazy river feature complete with new support facility for water treatment, water pumps, restrooms, and shade structures at the Carlsbad Water Park.

**49. Purchase Land for Affordable Housing Project - \$5,230,000**

This project will purchase land for affordable housing project, conduct all environmental studies, conduct site planning, and solicit RFPs from affordable housing developers. The selected developer and proposal will then be contracted to construct an affordable housing product. This project will have two phases. Phase 1 consists of the acquisition of property and all studies needed to build on this property. Phase 2 will consist of the RFP, design, and construction of the project.

**50. Potash Park Train Project - \$900,000 (\$30,000 in 2021 for design and \$870,000 for construction in 2022)**

This project is intended to plan, design, and construct a facility to house a miniature train attraction as well as acquiring a new train.

**51. Potash Museum New Building - \$5,000,000**

This project is to plan, design and construct a Potash Museum Building in Carlsbad, Eddy County, NM. This request will fund the planning and environmental studies, the engineering and designs, and the construction costs of building a new museum building for the Potash Industry.

**52. Library Shelving - \$555,093**

To purchase, equip, and install shelving at the public library. The current phase II includes upgrading shelving for the adult, teen and multimedia archives. Upgrading the existing shelving originally installed in 1961 will provide a more efficient and modern system.

**53. Bujac Historical Museum Complex - \$7,750,000**

To acquire property, plan, design and construct a historical complex on Bujac property fronting the Pecos River. The historic home and property will be renovated into to a historical museum with a nature trail, and boat dock area.

**54. Recycling Program Improvements - \$150,000**

To plan, design, construct and equip a receiving building for a recycling program. Improvements to the city's recycling program include the design and construction of a receiving building and purchasing and installation of

conveyance and sorting equipment. Also included is the purchase of professional services to explore the idea of program expansion and the construction of a new recycling material processing facility.

**55. McMillan Dam Tender's House - \$50,000**

To plan the relocation the McMillan Dam Tender's historical house from its current location in Eddy County to another location. This project is to plan for the relocation of the McMillan Dam Tender's historical house from its current location to another location in order to preserve its significance to the development of Eddy County. The plan will also determine the new location for the house, the cost of moving the house and any other issues related to the project.

**ICIP - Senior Citizen Facilities (2 Projects)**

**56. San Jose Senior Center - Building Renovation - \$3,000,000 (\$550,000 in 2020, \$835,000 in 2021 and, \$1,615,000 in 2022)**

To plan, design; construct renovations and improvements to the San Jose Senior Center for the City of Carlsbad in Eddy County, NM. This project is to plan, design and construct improvements to San Jose Senior Center located at 120 Kircher St. in Carlsbad in Eddy County. The City secured CDBG 2018 and local matching funds in the amount of \$550,000. Phase II includes to plan, design and construct improvements to upgrade and expand ADA compliant parking area, ADA compliant entrance to the facility and to upgrade the roof. Phase I construction is anticipated to be completed December 2020, and plan & design for Phase II will begin once ATLSO funding is secured. Phase II plan and design is anticipated to be completed within 6 months, and construction within 12-18 months. Phase III will include; renovations to the existing office areas, additional ADA restrooms and classrooms on the east side of the building.

**57. Senior Program Transportation Vehicle - \$30,000**

To purchase a new vehicle for the senior services program at San Jose Senior Center. This will allow for staff to transport seniors for various programs.

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Project ID	Previous Rank	Project Title	Current Scope of Work	City Dept	Amount Not Yet Funded	Total Project Cost	Current Status
15165	1	<b>South Carlsbad Sewer Improvements</b>	Design and construct the expansion of sewer lines to different areas in the south half of Carlsbad where sewer service is not currently available. The first phase of the project include an infrastructure assessment by an infrastructure engineering firm. Once the assessment is complete, extending the sewer lines to areas such as Standpipe Road, Old Cavern Hwy., Chapman Road, Radio Blvd., Union Street and Quay will be scheduled for inclusion in the subsequent phases. Phases will be set due to need and growth patterns. An RFP will be issued for the design, engineering, and construction.	Utilities	\$ 8,719,215.00	\$ 8,719,215.00	Priority Old Cavern, La Huerta, Standpipe, East Greene
29674	2	<b>Texas Street Reconstruction Ph.1-3</b>	Land Acquisition and Planning (Phase 1), Design (Phase 2) and Construct (Phase 3) for approx. 2 miles of a new driving surface, bike lanes, curb, gutter, sidewalks and ADA improvements on Texas Street from the CID Canal to 12th Street within the existing right-of-way and within acquired right-of-way. During Phase I the remaining needed ROW will be acquired. Once the funding is in place, the ROW will be secured, the design will be finalized, and the construction will begin.	Public Works			Project funded FY19/20
25091	3	<b>Extend Storm Drain to Green Street</b>	To plan, design, and construct extensions to the Canal Street Storm Drain for the City of Carlsbad, Eddy County, NM.	Public Works	\$ 3,298,200	\$ 3,298,200	Partially funded Capital Outlay
22549	4	<b>Church Street Improvements</b>	To plan, design, and construct improvements to Church St. from Riverside Dr. to 8th St. Improvements will include reducing the four traffic lanes to two traffic lanes, installing an internal turn lanes, and creating bicycle lanes both east and west bound.	Public Works	\$ 2,600,000	\$ 2,600,000	ICIP Updated
22568	5	<b>Sheep's Draw Reservoir</b>	To plan, design, and construct a new 5 million gallon reservoir tank in the Sheep's Draw water well field in Carlsbad, NM, Eddy County.	Utilities	\$ 4,593,760.00	\$ 4,593,760.00	ICIP Updated
35083	6	<b>Generator for Primary Lift Station</b>	To plan and purchase a new back up generator to power the City's primary lift station.	Utilities			Project Funded 2019 Capital Outlay- Pending Agreement
35084	7	<b>Bataan Sanitary Sewer Lift Station</b>	To plan, design, and rebuild the Bataan Sanitary Sewer Lift Station and Force Main for the City of Carlsbad, Carlsbad, New Mexico, in Eddy County. This project will rebuild the Bataan Lift Station and associated sewer force main line.	Utilities	\$ 1,500,000.00	\$ 1,500,000.00	ICIP Updated
30912	8	<b>San Jose Senior Center - Building Renovations</b>	Plan, design and construct improvements at the San Jose Senior Ctr located at 120 Kircher St. in Carlsbad in Eddy County. The City has secured CDBG 2018 and local match funds in the amount of \$550,000. Phase II is now being requested under ALTSD to complete plan, design and construct improvements including; upgrade and expand ADA compliant parking area, ADA compliant entrance to the facility and to upgrade the roof. Phase I construction will be completed by December 2020 and plan & design for Phase II will begin as soon as funding is secured. Phase II plan and design is anticipated to be completed within 6 months, and construction within 12-18 months.	MS	\$ 2,450,000.00	\$ 3,000,000.00	The first phase funded by CDBG is currently under design. Adding to Senior Facility ICIP
29671	9	<b>Cavern Theater Rehabilitation</b>	To plan, design, construct, equip and furnish the rehabilitation of historic Cavern Theater from a movie palace to a full live performance venue and cultural facility, which will also include film and live streaming in Carlsbad, NM, Eddy County.	CD	\$ 5,059,800.00	\$ 6,985,994.00	
30597	13	<b>Fixed Base Radios Read Water Meter System</b>	To purchase and install a fixed base radio reading system for water meters in Carlsbad, NM, Eddy County. This will be a single phase project.	Utilities	\$ 4,500,000.00	\$ 4,500,000.00	ICIP Updated
21325	15	<b>Golf Course Irrigation</b>	To design, replace and upgrade the entire irrigation system at Lake Carlsbad Golf Course for reliability and efficiency. The design and installation will be implemented by a contractor chosen through the RFP process.	CD	\$ 2,000,000.00	\$ 2,000,000.00	Phase 2 - Finish design, go to bid, compete construction
25098	17	<b>Extend Storm Drain to McKay Street</b>	The Canal Street Storm Drain is designed to be extended to cover the main part of the City. Each of the nine (9) extensions can be done without affecting the others	Public Works			Priority Change
15932	18	<b>Double Eagle Waterline Replacement</b>	To plan (including Environmental studies), design and construct, and replace existing water lines in the Double Eagle water well field in Carlsbad, NM, Eddy County. The lines to be replaced serve as gathering lines and transmission lines from the two Well Fields. This project will tie into the existing 24 inch water lines that service the Tatum well field.	Utilities	\$ 9,146,669.00	\$ 9,146,669.00	ICIP Updated
25099	19	<b>Extend Storm Drain to Hagerman</b>	This project will plan, design, and construct storm drains along Hagerman St. The Canal Street storm drain is designed to be extended to cover the main part of the City. Each nine (9) extensions can be done without affecting the others.	Public Works			Priority Change



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Project ID	Previous Rank	Project Title	Current Scope of Work	City Dept	Amount Not Yet Funded	Total Project Cost	Current Status
28164	21	<b>Library Archive Digitization</b>	To plan, design, purchase and install a digitized public library archives system. The plan and design phase will include hiring a consultant to determine the scope of work and the first implementation phase to digitize archives. Once established, the next phase will include digitizing additional portions of the collection.	MS	\$ 100,000.00	\$ 100,000.00	ICIP Updated
25090	23	<b>Extend Storm Drain to Tansill Street</b>	The Canal Street storm drain is designed to be extended to cover the main part of the city. Each of the nine (9) extensions can be done without effecting the others.	Public Works			Priority Change
15936	24	<b>Double Eagle Waterline Improvements</b>	To plan (including Environmental Studies), design and construct and acquire easements and ROW for Double Eagle waterline improvements. This project will assess the existing water lines and identify those lines that need to be replaced. These water lines run mostly in the unincorporated areas to the north of Carlsbad, up to the Tatum well fields. Ph. 1 included improving the wells in the Tatum well field, and Ph. 2 included installation of a High Pressure Loop water line to the north of Carlsbad.	Utilities	\$ 9,772,830.00	\$ 10,103,587.00	ICIP Updated
25088	25	<b>Extend Storm Drain to Lea Street</b>	To extend the Canal Street Storm Drain to Lea Street. The Canal Street storm drain is designed to be extended to cover the main part of the city. Each of the nine (9) extensions can be done without affecting the others.	Public Works	\$ 2,662,400	\$ 2,662,400	ICIP Updated
26134	28	<b>Solid Waste Roll-off Truck</b>	To purchase and equip one new roll-off truck.	Utilities			Project completed.
22550	29	<b>Mesa Street Improvements</b>	Widen Mesa Street from Pierce Street to Church Street to allow future four lane width or two lanes with center turning lane. Mesa/Boyd will become a major thoroughfare in the future.	Public Works	\$ 4,630,000	\$ 4,630,000	ICIP Updated
19674	30	<b>Carlsbad Sewer Improvements</b>	Design and construct expansion of sewer lines to different areas located north of the Pecos River where sewer service is not currently available. This project includes the unincorporated area of La Huerta. The project will eliminate the use of septic tanks in an area adjacent to the Pecos River. THIS IS A JOINT CITY OF CARLSBAD/COUNTY OF EDDY PROJECT.	Utilities	\$ 14,260,678.00	\$ 14,860,678.00	ICIP Updated
9779	32	<b>Lake Carlsbad Erosion Control</b>	Design and construct multi-phased erosion control features along the shores of Lake Carlsbad.	Public Works			Removing-Maintenance Item local budget.
15858	33	<b>South Carlsbad Street Drainage</b>	South Carlsbad has many streets that are substandard. The area needs adequate roadways, curb and gutter, sidewalks, and drainage systems.	Public Works			Priority Change
27549	34	<b>Reconstruction Improvements for Algerita Street</b>	Reconstruct existing street to include new water and sewer mainlines and services curb and gutter with drive pads, sidewalk with ADA accessibility, and asphalt paving.	Public Works	\$ 426,100	\$ 460,500	ICIP Updated
15917	35	<b>Dark Canyon/Pecos River Improvements</b>	To design and construct improvements to the confluence of the Dark Canyon Arroyo and the Pecos River.	Public Works			Priority Change
22545	36	<b>North Carlsbad Drainage Improvements</b>	The drainage system for storm water run-off must be rebuilt to increase the life and to meet current standards of clean water discharged into the Pecos River. Throughout the Carlsbad City limits and the community of La Huerta located north of Carlsbad.	Public Works			Priority Change
18516	38	<b>Halagueno Arts Park</b>	To plan, design, and construct art exhibits, landscaping, lighting and other improvements to the Halagueno Art Park (Phase III and IV). Phase I, II and a portion of III were previously completed and funded. Phase IIIB was currently budgeted in the City's capital project funds. Phase IIIB design will begin early FY20 and anticipated to be complete late FY20. Phase IV requested now will complete the final phase which is to plan, design, equip, and construct an art imaginariu outdoor area which will include interactive art exhibits.	MS	\$ 330,000.00	\$ 500,000.00	ICIP Updated
25087	40	<b>Extend Storm Drain to Normandy Addition</b>	The Canal Street storm drain is design to extended to cover the main part of the city. Each of the nine (9) extensions can be done without affecting the other.	Public Works			Priority Change
22566	45	<b>Sewer Line Rehab Program</b>	Design a sewer line rehab program consisting of cleaning and video taping to identify problems and implementing repairs to existing clay pipe sewer lines which are more than 40 years old.	Utilities	\$ 1,349,774.00	\$ 2,349,774.00	ICIP Updated
11377	46	<b>Effluent Reuse Project Ph 5-B</b>	To design and construct the next phase (phase 2) of the Golf Course Effluent Reuse Project in Carlsbad, NM, Eddy County. Ph. 2 will consist of the design and construction of a storage tank and pipeline to hold and move water to the golf course from the treatment plant. Phases 3-5 will complete the pipelines and facilities needed to complete the effluent reuse project.	Utilities	\$ 3,706,826.00	\$ 4,225,826.00	ICIP Updated
25092	48	<b>Extend Storm Drain to Mermod St.</b>	To construct the storm drain to Mermod Street. The Canal Street storm drain is designed to be extended to cover the main part of The City. Each of the nine (9) extensions can be done without affecting the other.	Public Works	\$ 619,300	\$ 619,300	ICIP Updated

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Project ID	Previous Rank	Project Title	Current Scope of Work	City Dept	Amount Not Yet Funded	Total Project Cost	Current Status
33926	52	<b>Expanded pool area - Water Park</b>	This project design and build an expanded pool area in the Carlsbad Water park.	CD			Project completed - Lazy River expansion separate next project
26011	57	<b>New Fire Station North Ph1-3</b>	Plan and acquire property (Ph.1) , design (Ph.2), and construct, equip (Ph.3) a new 6,400 sq. foot Fire Station Facility-North of the Pecos River, including parking lot, storage and landscaping etc. This area is secluded from the rest of the City. Floods and frequent railway traffic impede and often totally block access to this area from existing emergency facilities. The Insurance Services Organization (ISO) standards describe the need for a fire station to serve this area.	Fire	\$ 1,500,000.00	\$ 1,500,000.00	
15857	58	<b>Hall Addition Street &amp; Drainage Imp</b>	Plan, Design and Construct drainage improvements within the Hall Addition located in the SE portion of Carlsbad.	Public Works			Priority Change
32790	59	<b>Main Street Pedestrian Safety &amp; Alley Connection</b>	Plan, Design and Construct alley connections as attractive pedestrian walkways to encourage visitors and downtown employees to use them as convenient and safe pedestrian links to downtown. Provide public restrooms for tourists and those using the downtown area.	CD	\$ 1,000,000.00	\$ 1,000,000.00	Updated ICIP
24132	61	<b>PD Vehicle Fleet Replacement</b>	The need to continuously upgrade older marked patrol vehicles due to excessive use, wear and tear. The necessity to maintain a newer fleet is paramount regarding both officer and community safety. A continuous replacement system allows for sustainment of newer and safer fleet.	Police	\$ 1,000,000.00	\$ 1,200,000.00	ICIP Updated
24134	62	<b>PD In-Car Video Systems</b>	The PD needs to place in-car videos into all marked patrol units. This is not only industry wide best practice, but it also provides for crucial prosecutorial evidence as well as significant administrative assistance.	Police	\$ 300,000.00	\$ 348,000.00	ICIP Updated
33902	66	<b>Smart Transit Management System</b>	This project will provide for the purchase and installation of Smart Transit Systems for the City's buses and van fleet.	Public Works			Fully Funded
25093	68	<b>Extend Storm Drain to Stevens Street</b>	To design and construct the storm drain to Stevens Street. The Canal St. storm drain is designed to be extended to cover the main part of the City. Each of the nine (9) extensions can be done without affecting the other.	Public Works	\$ 13,040,000	\$ 13,040,000	ICIP Updated
10953	69	<b>New Main Fire Station</b>	Plan, design, demolish current station, construct and furnish new Fire Station #1. The Carlsbad Fire Department desperately needs a new main facility. Expansion of the Fire Department with additional personnel, vehicles, and equipment in response to a dramatically increased call volume over the last 20 years has severely impacted our dormitory occupancy, living space, training areas, vehicle parking and protection, equipment repair areas, administrative office space, storage, and all operational infrastructure.	Fire	\$ 10,350,000.00	\$ 10,350,000.00	
12981	70	<b>Dark Canyon Recreation Area</b>	Improvements to include a walk/jog trail and natural grasses and trees which will not interfere with the watercourse. The improvements will keep the area free of unwanted vegetation and eliminate eyesore.	Public Works			Priority Change
29672	73	<b>Carlsbad Cemetery Fencing</b>	To purchase and install wrought iron fencing and gates along Boyd Drive and Juarez Street at the Carlsbad Cemetery.	Plan & Reg	\$ 350,000.00	\$ 350,000.00	ICIP Updated
13822	76	<b>Trans Vehicles/Transit</b>	New transit vehicles for use by the Carlsbad Municipal Transit to replace aging fleet.	Public Works			Priority Change
14592	77	<b>Traffic Signalization Improvements</b>	To furnish and replace existing traffic signals with new ones at 2 intersections. Several key intersections lack proper traffic signals and most existing signals are old and outdated. New signals have brighter LED lamps, video detection, and upgraded controllers.	Public Works	\$ 1,050,000	\$ 1,050,000	ICIP Updated
12946	80	<b>Softball Complex Improvements</b>	To repair, replace and add softball fields, concession stand and restrooms at the Will Merchant Softball Complex.	Public Works	\$ 1,049,000	\$ 1,049,000	ICIP Updated
18561	81	<b>Repairs to CID Bridges</b>	The Carlsbad Irrigation District Southern Canal runs through Carlsbad and several major streets cross it on concrete bridges. These bridges are old and some require extensive repair including guard rails, asphalt overlay, concrete repair and new deck surface.	Public Works	\$ 1,100,000	\$ 1,100,000	ICIP Updated
32648	82	<b>Fire Station 2 Remodel</b>	This project will remodel the entire station, add one apparatus bay, and extend the two existing apparatus bays.	Fire	\$ 615,000.00	\$ 615,000.00	ICIP Updated
28178	83	<b>Kircher Street Reconstruction</b>	To acquire an additional 20' of right-of-way, design and construct Kircher Street with paving, curb, gutter and sidewalk, water line, sewer line and ADA curb ramps from Boyd Drive to Canal Street.	Public Works			Capital Outlay Funded - City - Boyd to San Jose/Design San Jose to NPH

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Project ID	Previous Rank	Project Title	Current Scope of Work	City Dept	Amount Not Yet Funded	Total Project Cost	Current Status
28179	86	<b>Davis Street Reconstruction</b>	To design and reconstruct Davis Street with new paving, curb, gutter, sidewalk, water and sewer lines and ADA curb returns.	Public Works	\$ 1,100,000	\$ 1,100,000	ICIP Updated
22529	91	<b>Recycling Program Improvements</b>	To plan, design, construct and equip a receiving building for a recycling program.	Utilities	\$ 150,000	\$ 150,000	ICIP Updated
22552	97	<b>Old Cavern Hwy Sewer</b>	To design and construct a sewer line along Old Cavern Highway from Farris Street to Chapman Road. Design and construct the extension of sewer interceptor 219 along Old Cavern Hwy., from Ferris Drive south to Chapman Road. Project also includes a sewer collector lines, and to serve adjacent streets. This area does not have any sanitary sewer and could develop very rapidly.	Utilities	\$ 2,698,401.00	\$ 2,698,401.00	ICIP Updated
12794	98	<b>Riverwalk Recreation Center Improvements</b>	Improvements and modifications to the Riverwalk Recreation Center, including exterior painting and restucco, painting and remodeling of interior spaces, new HVAC, security system for doors and camera, and new plumbing fixtures.	MS	\$ 1,554,000.00	\$ 1,672,000.00	ICIP Updated
19547	99	<b>South Carlsbad Storm Drain Improvements</b>	The existing dirt drain is inadequate to carry even routine storms. Construct a concrete storm drain parallel to the CID South Canal. From Church Street to south of Hackberry Draw.	Public Works			Priority Change
31165	103	<b>Purchase Land for Affordable Housing Project</b>	This project will purchase land for affordable housing project, conduct all environmental studies, conduct site planning, and solicit RFPs from affordable housing developers. The selected developer and proposal will then be contracted to construct an affordable housing product. This project will have two phases. Phase 1 consist of the acquisition of property and all studies needed to build on this property. Phase 2 will consist of the RFP, design, and construction of the project.	Plan & Reg	\$ 5,230,000.00	\$ 5,230,000.00	ICIP Updated
22551	109	<b>National Parks Hwy Sewer</b>	Design and construct a sewer line along National Parks Highway. Design and construct 12" diameter sewer interceptor 222 along the east side of National Parks Hwy from Chapman Road south to the city limits at Derrick Road	Utilities	\$ 826,655.00	\$ 826,655.00	ICIP Updated
31926	112	<b>Residential Treatment Facility</b>	This project will provide a residential facility offering mental health/addiction rehabilitation services for mothers, with small children, in the City of Carlsbad. The plan is to design and rehabilitate an existing facility (former reintegration center) to house this treatment facility, now to be called Avalon Ranch. Plan, design and construct the rehabilitation of the current building. Services to be provided by a separate non-profit.	CD			<b>Design completed, contractor selected via CES. Received additional Capital Outlay funds.</b>
29718	113	<b>PD Evidence Holding and Processing Facility</b>	To plan, design and construct additional bays to house a holding facility for vehicles and offices for processing. The City plans to renovate a old fire station to become a substation located on the south portion of the City.	Police	\$ 650,000.00	\$ 650,000.00	ICIP Updated
25100	114	<b>Extend Storm Drain to Church St.</b>	The canal street Storm Drain is designed to be extended to cover the main part of the City. Construction of each of the nine (9) extensions can be done without affecting the others.	Public Works			Priority Change
22553	115	<b>Standpipe Road Sewer Imprv Ph1-2</b>	To design and construct Standpipe Road sewer improvements in Carlsbad, NM, Eddy County. Design and construct a sewer interceptor along Standpipe Road south to Quay Street and sewer collector lines to serve the area east and west of Standpipe Road. This area is not currently served by city sewer and shallow wells have shown high levels of nitrate. THIS IS A JOINT CITY OF CARLSBAD/COUNTY OF EDDY PROJECT.	Utilities	\$ 1,780,659.00	\$ 1,780,659.00	ICIP Updated
12954	121	<b>Library Shelving</b>	To purchase, equip, and install shelving at the public library. The current phase II includes upgrading shelving for the adult, teen and multimedia archives. Upgrading the existing shelving originally installed in 1961 will provide a more efficient and modern system.	MS	\$ 500,000.00	\$ 555,093.00	ICIP Updated
32729	125	<b>Museum Archives/Collection Annex</b>	To acquire, plan, design and renovate a facility to be used as an annex to the museum for archives and art displays. This will allow the collections currently stored-away to be accessible to the public for research and viewing. The City is also exploring the possible alternative of renovating existing space in another City owned facility as a viable option.	MS	\$ 500,000.00	\$ 500,000.00	ICIP Updated
28158	127	<b>Bujac Historical Museum Complex</b>	To acquire property, plan, design and construct a historical complex on Bujac property fronting the Pecos River. The historic home and property will be renovated into to a historical museum with a nature trail, and boat dock area.	MS	\$7,750,000.00	\$7,750,000.00	Updated ICIP
22563	129	<b>Water System Improvements</b>	Plan, design and construct improvements to the Municipal Water System including waterline extensions as identified in projects section below, waterline replacement, minor repairs to booster and pressure reducing stations, repairs to reservoirs, fire lines and dead end lines.	Utilities	\$ 16,474,350.00	\$ 16,474,350.00	ICIP Updated

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Project ID	Previous Rank	Project Title	Current Scope of Work	City Dept	Amount Not Yet Funded	Total Project Cost	Current Status
30932	130	Potash Outdoor Equipment Park, Museum and Exhibits	Concrete pads to mount/display refurbished Potash mining equipment. Survey area, layout and construct concrete slab and metal storage/work shed building. Install fencing surrounding the equipment display area as well as rescue shaft. Design walkway path and install donated (fundraised bricks).	CD			
30934	131	Potash Park Train Project	This project is intended to plan, design, and construct a facility to house a miniature train attraction as well as acquiring a new train.	CD	\$ 900,000.00	\$ 900,000.00	Possible add as a phase to existing project
30936	132	Potash Park Train Maintenance Building/Tunnel	A new maintenance building will be designed and constructed.	CD			Possible add as a phase to existing project
33931	136	McMillan Dam Tender's House	To plan the relocation the McMillan Dam Tender's historical house from its current location in Eddy County to another location.	CD	\$ 50,000.00	\$ 50,000.00	No pertinent info on this project, no plan to date
31255	141	Emergency/Homeless Shelter	To plan, design, purchase and construct a new metal building to house evacuees during in-climate weather events, flooding, and other emergency situations. Also, the building will be used as a facility to serve the growing homeless population.	Plan & Reg	\$ 550,000.00	\$ 550,000.00	ICIP Updated
12797	142	Parking Lot Rebuild-Civic Center	Remodel and construct new covered entryway, airlock entry doors for the Auditorium and for the Annex.	MS			Priority Change- New project for more recent upgrades needed.
18723	144	MainStreet Signage	To plan, design and install wayfinding signage in downtown Carlsbad as well as surrounding areas.	CD	\$ 78,000.00	\$ 78,000.00	Updated ICIP
34354	147	Dark Canyon Bridge	To plan, design, and construct a bridge at Boyd Dr. and Radio Blvd. crossing Dark Canyon.	Public Works	\$ 10,000,000	\$ 10,100,000	ICIP Updated
32728	148	Potash Museum New Building	This project is to plan, design and construct a Potash Museum Building in Carlsbad, Eddy County, NM.	CD	\$ 5,000,000.00	\$ 5,000,000.00	Possible add as a phase to existing project
33928	2021-002	Lazy River Expansion - Water Park	To design and construct a separate lazy river feature complete with new support facility for water treatment, water pumps, restrooms, and shade structures at the Carlsbad Water Park.	CD	\$ 1,500,000.00	\$ 1,500,000.00	Design in process
35856	New	Old Cavern Hwy	Complete reconstruction of Old Cavern Hwy from Nat'l Parks Hwy to Chapman Rd including intersection	Public Works	\$ 3,000,000	\$ 3,000,000	ICIP Updated
	New	Cherry Lane - Legion/Callaway East to Park	Cherry Lane Reconstruction from Legion/Callaway East to Park. Sandy Lane to Callaway is funded.	Public Works			Sandy Lane to Callaway funded
35815	New	Heavy Rescue Truck -	New truck for major veh crashes involving extrication. The current truck is a medium duty rescue truck and is over 10 years old. In 2018 we have had the truck fail on us multiple times. Considering the distances that we must travel, having the truck fail is not acceptable. Also, as we continue to grow we need a heavy rescue.	Fire	\$ 1,200,000.00	\$ 1,200,000.00	ICIP Updated
35745	New	Airport Runway Lighting Upgrades	To repair/replace electric wiring, equip and furnish airport runway lighting system so the lights are reliable for both daytime and nighttime landing and take-off.	CD	480000	480000	ICIP Updated
35857	New	Radio Blvd.	Reconstruct Radio Blvd. from Standpipe to City Limit	Public Works	\$ 1,500,000	\$ 1,500,000	City funded Design
35843	New	Civic Center Improvements	To plan, design, equip, install, and construct improvements to the Walter Gerrells Performing Arts Center (Civic Center) in the City of Carlsbad in Eddy county. The project being phased includes; Fire Suppression Sprinkler System to update fire code compliance, ADA compliant entrance lobby and seating replacements, upgrade HVAC System, parking improvements including RV hook-ups, and auditorium and annex wall partitions.	MS	\$ 2,000,000.00	\$ 2,550,000.00	ICIP Updated
	New	Senior Program Transportation Vehicle	To purchase a new vehicle for the senior services program at San Jose Senior Center. This will allow for staff to transport seniors for various programs.	MS	\$ 30,000.00	\$ 30,000.00	ICIP Updated
35855	New	East Bypass Hobbs Hwy	East Bypass - Derrick Road North, Grandi across the Pecos River to Shoop Bypass on Hobbs Hwy	Public Works	\$ -	\$ 1,000,000	Updated ICIP - Joint Project/City Share Amt funded
<b>Totals</b>					<b>\$ 178,581,617.00</b>	<b>\$ 185,783,061.00</b>	

**CITY OF CARLSBAD**  
**EVALUATION METHOD & RESULTS**

Risk Matrix

<b>Legal &amp; Regulatory</b>	<b>Safety / Security</b>		<b>Risk of Failure</b>			<b>Strategic Growth Opportunity</b>	<b>Sustainability</b>			<b>Continuous Improvement</b>		<b>Valued Added</b>
	<b>Fatality</b>	<b>Injury</b>	<b>Immediate</b>	<b>1 -Year</b>	<b>Moderate</b>		<b>High Impact</b>	<b>Medium Impact</b>	<b>Low Impact</b>	<b>Cost Savings</b>	<b>Efficiency Effectiveness Morale</b>	<b>Points for Unique Projects</b>
<b>16</b>	<b>15</b>	<b>14</b>	<b>13</b>	<b>12</b>	<b>11</b>	<b>10</b>	<b>9</b>	<b>8</b>	<b>7</b>	<b>6</b>	<b>5</b>	<b>5</b>

**ICIP EVALUATION SCORE SHEET**  
**57 PROJECT APPLICATIONS**

				Legal & Regulatory	Safety/Security	Risk of Failure	Strategic Growth	Sustainability	Continuous Improvement	Value Added	TOTAL POINTS (74 possible)
ICIP - 55 Projects											
1	New	PW	Radio Blvd.	16	15	13	10	9	6	5	74
2	New	CD	Airport Runway Lighting Upgrades*	16	15	13	10	9	5	5	73
3	22552	Utilities	Old Cavern Hwy Sewer*	16	14	12	10	9	6	6	73
4	35084	Utilities	Bataan Sanitary Sewer Lift Station*	16	15	13	8	9	6	5	72
5	New	Fire	Heavy Rescue Truck*	16	15	13	10	8	6	5	73
6	29718	PD	PD Evidence Holding and Processing Facility*	16	14	13	10	9	6	5	73
7	24134	PD	PD In-Car Video System	16	14	13	10	8	6	5	72
8	26011	Fire	New Fire Station - North Ph1-3	16	15	11	10	9	6	5	72
9	New	PW	Old Cavern Hwy Road	14	15	12	10	9	5	5	70
10	12794	MS	Repair Riverwalk Recreation Center	16	14	11	10	9	5	5	70
11	New	PW	East Bypass Road*	16	15	13	10	9	6	5	74
12	22563	Utilities	Water System Improvements	12	12	13	10	9	6	5	67
13	15936	Utilities	Double Eagle Waterline Improvements	15	10	12	10	9	6	5	67
14	29671	CD	Cavern Theater Rehab	16	10	12	10	8	5	5	66
15	22549	PW	Carlsbad Church Street Improvements	10	15	12	10	9	5	5	66
16	15932	Utilities	Double Eagle Waterline Replacement	10	10	13	10	9	6	5	63
17	30597	Utilities	Fixed Base Radios Read Water Meter System	10	13	11	10	8	6	5	63
18	22568	Utilities	Sheeps Draw Reservoir 5	10	14	8	10	9	6	5	62
19	34354	PW	Dark Canyon Bridge	5	15	11	10	9	6	5	61
20	22551	Utilities	National Parks Hwy Sewer	14	10	5	10	9	6	5	59
21	22553	Utilities	Standpipe Road Sewer Improv Ph1-2	14	10	5	10	9	6	5	59
22	15165	Utilities	South Carlsbad Sewer Imp	14	10	5	10	9	6	5	59
23	19674	Utilities	Carlsbad Sewer Improvements	14	10	5	10	9	6	5	59
24	22566	Utilities	Sewer Line Rehab Program	14	10	5	10	9	6	5	59
25	14592	PW	Traffic Signalization Improvements	0	15	12	10	9	6	5	57
26	11377	Utilities	Effluent Reuse Project Ph 5-B	10	10	10	8	8	6	5	57
27	22550	PW	Mesa Street Improvements	0	15	11	10	9	6	5	56
28	24132	PD	PD vehicle fleet replacement	0	14	11	10	9	6	5	55
29	25091	PW	Extend Storm Drain to Greene Street	0	14	11	10	9	6	5	55
30	10953	Fire	New Main Fire Station	0	14	11	10	9	6	5	55
31	New	MS	Civic Center Improvements	0	14	11	10	9	6	5	55
32	25088	PW	Extend Storm Drain to Lea Street	0	14	11	10	8	5	5	53
33	32790	CD	MainStreet Pedestrian Safety and Alley Connection	0	10	11	10	7	5	5	48
34	18723	CD	MainStreet Signage	0	10	11	10	7	5	5	48
35	27549	PW	Reconstruction Improvements for Algerita Street	0	14	11	5	7	5	5	47
36	25093	PW	Extend Storm Drain to Stevens Street	0	5	11	10	8	5	5	44
37	31255	Plan&Reg	Emergency/Homeless Shelter	10	14	0	5	5	5	5	44
38	25092	PW	Extend Storm Drain Mermod St.	0	5	11	10	7	5	5	43
39	29672	Plan&Reg	Carlsbad Cemetery Fencing	0	14	11	0	7	6	5	43
40	12946	PW	Softball Complex Improvements_Will Merchant	0	5	11	10	7	5	5	43
41	32648	Fire	Fire Station 2 Remodel	0	0	13	10	9	5	5	42
42	21325	CD	Golf Course Irrigation	0	0	13	10	9	5	5	42
43	18516	MS	Halagueno Arts Park	0	0	11	10	7	5	5	38
44	32729	MS	Museum Archives/Collections Annex	0	0	13	5	9	5	5	37
45	18561	PW	Repairs to CID Bridges	0	7	11	0	7	5	5	35
46	28179	PW	Davis Street Reconstruction	0	0	11	5	7	5	5	33
47	28164	MS	Library Archive Digitization	0	0	11	10	7	5	0	33
48	33928	CD	Lazy River Expansion Water Park	0	0	12	10	0	5	5	32
49	31165	Plan&Reg	Purchase Land for Affordable Housing Project	0	0	0	10	9	5	5	29
50	30934	CD	Potash park Train Project	0	0	11	5	0	5	5	26
51	32728	CD	Potash Museum New Building	0	0	11	5	0	5	5	26
52	12954	MS	Library Shelving	0	0	11	5	7	0	0	23
53	28158	MS	Bujac Historical Museum Complex	0	0	0	10	7	5	0	22
54	22529	Utilities	Recycle Program Improvements	0	0	0	2	4	2	1	9
55	33931	CD	McMillan Dam Tenders House	0	0	0	0	0	0	5	5

**ICIP EVALUATION SCORE SHEET  
57 PROJECT APPLICATIONS**

ICIP - Senior Citizen Facilities - 2 Projects			Legal & Regulatory	Safety/Security	Risk of Failure	Strategic Growth	Sustainability	Continuous Improvement	Value Added	TOTAL POINTS (74 possible)
30912	MS	San Jose Senior Center - Building Renovations	16	14	13	10	9	6	5	73
New	MS	Senior Center Transportation Vehicle	0	0	11	0	9	6	0	26

Note: Priority Changes

\*East Bypass - Move out of top ten to #11/city already committed funds

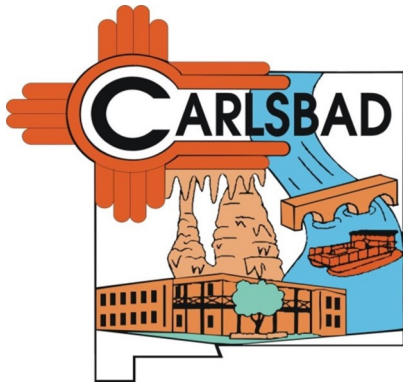
\*Airport #2

\*Heavy Rescue Truck

\*PD Evidence Holding Fac.



**CITY OF CARLSBAD**  
**PUBLIC INPUT PROCESS**



# City of Carlsbad - Infrastructure Capital Improvement Plan (ICIP)

Local ICIP is a plan that establishes planning priorities for anticipated capital projects. Limited funding requires phasing of larger projects and for the City to leverage federal, state and local funds.

## Capital Projects include:

- . **Street & Road Improvements**
- . **Water/Sewer Improvements**
- . **Public Facility Improvements (i.e. public parks, recreation, arts & culture, etc.)**
- . **Public Safety Improvements & Capital Equipment (i.e. Police, Fire & EMS)**
- . **Senior Facilities & Capital Equipment**
- . **Other Infrastructure Improvements**

## Seeking Public Input

The public is invited to attend one of two dates — Monday, 5/13/2019 at 6 p.m. or Wednesday, 5/15/2019 at 6:00 p.m.

**Location: City Hall 2nd Floor, Old Council Chambers, 101 N. Halagueno**

If unable to attend the above dates, the City of Carlsbad will hold an open comment period from May 13-17, 2019. Written comments may be submitted via email to:

[abarrios@cityofcarlsbadnm.com](mailto:abarrios@cityofcarlsbadnm.com) or a comment card

submitted: **City Hall—Attn: Angie Barrios-Testa, 101 N. Halagueno, Carlsbad, NM 88220**

If you require hearing interpreters, 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.

**For additional  
info please feel  
free to call  
(575) 887-1191  
Ext .7963**

## City of Carlsbad – Infrastructure Capital Improvement Plan

Please use this comment card to provide written input regarding future capital projects. Feel free to add additional sheets as needed. Comments must be postmarked by **May 17, 2019**; and can be submitted via mail, email or fax.

**Mail:** City Hall  
Attention: Angie Barrios-Testa  
101 N. Halagueno  
Carlsbad, NM 88220

**Email:** [abarrios@cityofcarlsbadnm.com](mailto:abarrios@cityofcarlsbadnm.com)  
**Fax:** 575-887-7191  
Attention: Angie Barrios-Testa

**Contact Information (Optional):**


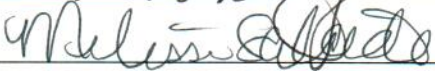
Name: \_\_\_\_\_ Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Comments:**

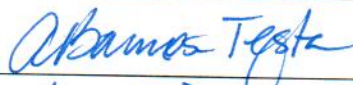

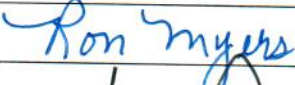
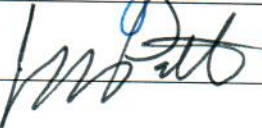








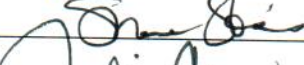
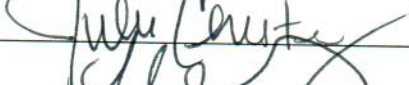



Infrastructure Capital Improvement Plan (ICIP) Public Meeting  
 May 13, 2019 at 6:00 p.m.  
 Municipal Building, City Council Chambers  
 101 N. Halagueno  
 Carlsbad, NM 88220





NAME	ORGANIZATION/DEPT.	SIGNATURE
Angie Barrios-Testa	Director of Municipal Services	<i>Angie Barrios-Testa</i>
Ken Britt	Director of Community Development	<i>Ken Britt</i>
Pat Cass	Director of Public Works	
Ron Myers	Director of Utilities	<i>Ron Myers</i>
Jeff Patterson	Director of Planning & Zoning	
KC Cass	Director of Projects	
Mike Abell	Projects Administrator	
<i>Please Print</i>	Finance Department	
<i>Please Print</i>	Police Department	
<i>Please Print</i>	Fire Department	
<i>Steve West</i>		<i>Steve West</i>
<i>Missie Currier</i>	<i>XTO Energy</i>	<i>Missie Currier</i>
<i>Sandy Gonzalez</i>	<i>Finance</i>	<i>Sandy Gonzalez</i>
<i>Kirk Lopez</i>	<i>Finance</i>	<i>Kirk Lopez</i>
<i>Pat Cass</i>	<i>Public Works</i>	<i>Pat Cass</i>
<i>Brent Griffith</i>	<i>IT</i>	<i>Brent Griffith</i>
<i>Larry Mitchell</i>	<i>Mitchell &amp; Cruise</i>	<i>Larry Mitchell</i>
<i>MIKE SMITH</i>	<i>CURRENT Angus</i>	<i>Mike Smith</i>
<i>Lavelta Jenkins</i>	<i>Finance</i>	<i>Lavelta Jenkins</i>
<i>Karla Hamel</i>	<i>Carlsbad Main Street</i>	<i>Karla Hamel</i>
<i>Mary Amundson</i>	<i>SM / Main Street KCB</i>	<i>Mary Amundson</i>

NAME	ORGANIZATION/DEPT.	SIGNATURE
EDWARD T. RODRIGUEZ	CITY COUNCIL	
Melissa Salcido	City of Carlsbad	
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Infrastructure Capital Improvement Plan (ICIP) Public Meeting  
 May 15, 2019 at 6:00 p.m.  
 Municipal Building, City Council Chambers  
 101 N. Halagueno  
 Carlsbad, NM 88220

NAME	ORGANIZATION/DEPT.	SIGNATURE
Angie Barrios-Testa	Director of Municipal Services	
Ken Britt	Director of Community Development	
Pat Cass	Director of Public Works	
Ron Myers	Director of Utilities	
Jeff Patterson	Director of Planning & Zoning	
KC Cass	Director of Projects	
Mike Abell	Projects Administrator	
MATT FLETCHER	Finance Department	
Please Print	Police Department	
Rick Lopez	Fire Department	
Cari Pickens	CD/MS	
Joanna Sieberg	SEN Hist. Society	
Carolyn Olson	SENM Hist. Society	
Jeff Patterson	Director of Planning & Reg.	
Trish Couras	Deputy Planning	
Pat Cass	Public Works	
Shane Skinner	CPD	
Julie Chester	Arts & Culture	
Henda Jaselet	SENM Hist Society	
Maurie Beavis	SENM Hist. Soc	
Brent Gribbin	IT	

NAME	ORGANIZATION/DEPT.	SIGNATURE
Brad Herndon		Brad Herndon
Ian Garza		
Suzanne R. Garza		
Cari Pickens	MS/CD	C. Pickens
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**City of Carlsbad**  
**Infrastructure Capital Improvement Plan (ICIP)**  
**FY 2021-2025**  
**Public Comments**

Project	Assigned Department	Comment/Question	Response	Action Item
9- Cavern Theater Rehab.	CD	Support the Completion of project.	Phase 2 of this project is anticipated to begin in July 2019	Finish drawings for final phase of the project and develop capital fund raising campaign
38- HAP	MS	Would like to Add an Imaginarium	Dept will adding this as a future phase to the existing ICIP. ABT	MS ICIP Update
59-MainSt. Pedestrian Safety & Alley Connection	CD	Public Restroom Development Pedestrian Foottraffic bridge in the downtown area	This project is part of MainStreet Master Plan, need funding for design	Establish location and seek design funding
144- MainStreet Signage	CD	Way Finding- Signage	This project is part of MainStreet Master Plan, need funding for design	Establish design plan and seek design funding
New- Murals Downtown	CD	Would like to add Murals to the downtown area	This is a Creative Carlsbad project supported by MainStreet	City crews are preping electrical boxes for artistis
125- Museum Archives/Collection Annex	MS	Developing climate controlled facility for historical research storage center. Bujac Historical Museum Complex as possible option. Would like a facility to archive & use as a reasearch facility. To house Jed Howards collection and others.	Dept will update ICIP project for any updates and possibly combine to one project. ABT	MS ICIP Update
New-Multi Purpose Trails	PW	Design & Implement trails along CID channels.		General
New-Child Safety on the Streets	PW	Bike trails, walking paths, park areas (add) North end- Calloway area (New developed areas and subdivisions)		General
91-Recycling Improvement Program.	PW	Would like to keep it on current list, was removed.	The City will keep on the list	Utilities will update ICIP
4- Church St. Improvements	PW	Support the Completion of project.		PW ICIP Update
New-North Fire Station	Fire	Aquire property north of the Pecos River. Plan, design, contrsuct, and equip a new fire station.	Property locaion is the first step in this project. We are waiting on new development to move forward a little more to find the proper location.	Fire Dept ICIP Update
New-Traffic Lights	PW	Accelerate the scheduled replacement of city traffice lights with a better signal light timing system.		General
New-Loop Relief Road	PW	Remove heavy truck traffic from city streets by completing loop relief road.		
134- ICIP 2020-2024	Plan&Reg	Cemetery Maint. Building. was removed from list	Director reported project was completed.	The first new storage building placement is complete. Moving forward, an additional storage building will be placed in the spot of the remaining old storage shed after that old storage shed is demolished.
103- Affordable Housing	Plan&Reg	Affordable housing for teachers, healthcare professionals		The plan for this item is to budget a certain amount of money to contribute to an affordable housing project. The City will issue an RFP and award a proposal.
New - East Bypass (Grandi Road)	PW	New bypass that starts at El Paso Hwy up Derrick North on <b>Grandi Rd</b> , across the <b>Pecos River</b> , Across the <b>Pecos River</b> to Shoop Bypass on Hobbs Hwy	Joint City/County project. City has budgeted \$1 million for design. <b>The road name and River name was corrected.</b>	PW ICIP Update



**CITY OF CARLSBAD**

**AGENDA BRIEFING MEMORANDUM**



Digitally signed by Jeff Patterson  
DN: cn=Jeff Patterson, o=City of Carlsbad, NM,  
ou=Director of Planning, Engineering, and Regulation,  
email=jpatterson@cityofcarlsbadnm.com, c=US  
Date: 2019.07.17 10:44:05 -0600

**COUNCIL MEETING DATE: 7/23/2019**

<b>DEPARTMENT:</b> Planning and Regulation	<b>BY:</b> Jeff Patterson, Director	<b>DATE:</b> 7/10/2019												
<b>SUBJECT:</b> Approval and Adoption of Resolution 2019-29, a resolution approving and adopting amendments to the City of Carlsbad’s Public Infrastructure Specification Document.														
<p><b>SYNOPSIS, HISTORY and IMPACT</b> (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.):</p> <p>In 2015, the City of Carlsbad adopted Resolution 2015-10, a resolution that adopted the City’s newly created Public Infrastructure Specification document. This document was created to centralize and organize all of the various infrastructure specifications the City used for public infrastructure to be installed within the City. Primarily, this document would be used as a specification book for developers and design professionals that were planning to install public infrastructure as part of their development projects. The City’s specifications for infrastructure were spread among the various City departments and lacked organization. This made it difficult for developers and City staff alike to find all of the specification requirements when planning and designing public infrastructure installation. The Public Infrastructure Specification document centralized these specifications into one document, which made it easier for the City and outside developers to plan and design their respective infrastructure projects and developments.</p> <p>This document was designed to be updated and amended from time to time due to the fact that infrastructure specifications change as materials improve, construction methods change, and industry standards are updated. As such, City staff has reviewed this document and has proposed certain amendments to this document in an effort to update the information contained within and remove contradictory language found in the document. Attached is the amended document.</p>														
<p><b>DEPARTMENT RECOMMENDATION:</b> If it is the will of the Council, City staff recommends approval of Resolution 2019-29.</p>														
<p><b>BOARD/COMMISSION/COMMITTEE ACTION:</b></p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> P&amp;Z</td> <td><input type="checkbox"/> Lodgers Tax Board</td> <td><input type="checkbox"/> Cemetery Board</td> <td><input type="checkbox"/> APPROVED</td> </tr> <tr> <td><input type="checkbox"/> Museum Board</td> <td><input type="checkbox"/> San Jose Board</td> <td><input type="checkbox"/> Water Board</td> <td><input type="checkbox"/> DISSAPPROVED</td> </tr> <tr> <td><input type="checkbox"/> Library Board</td> <td><input type="checkbox"/> N. Mesa Board</td> <td><input type="checkbox"/> _____ Committee</td> <td></td> </tr> </table>			<input type="checkbox"/> P&Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board	<input type="checkbox"/> APPROVED	<input type="checkbox"/> Museum Board	<input type="checkbox"/> San Jose Board	<input type="checkbox"/> Water Board	<input type="checkbox"/> DISSAPPROVED	<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> _____ Committee	
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<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> _____ Committee												
<p><b>Reviewed by</b>  <b>City Administrator:</b> <u> /s/ Michael A. Hernandez</u>                      <b>Date:</b> <u> 07-18-19</u></p>														

ATTACHMENTS: Amended Public Infrastructure Specification document; Resolution 2019-29; summary

**Resolution No. 2019-29**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CARLSBAD, NEW MEXICO, ADOPTING CERTAIN AMENDMENTS TO THE CITY OF CARLSBAD'S PUBLIC INFRASTRUCTURE SPECIFICATION DOCUMENT**

**WHEREAS**, the City of Carlsbad intended to organize and centralize standard specifications for all public infrastructure to guide public infrastructure projects occurring within Carlsbad; and

**WHEREAS**, City staff, including the Public Works, Utilities, Planning and Regulation, and Projects Administration, with the assistance of Souder Miller and Associates (consultants) produced the City of Carlsbad's Public Infrastructure Specification Document in 2015, centralizing City standards for public infrastructure installed in Carlsbad; and

**WHEREAS**, in 2015, the City of Carlsbad's Council approved Resolution 2015-10, a Resolution adopting the City of Carlsbad's Public Infrastructure Specification Document; and

**WHEREAS**, this document is meant to be reviewed and updated on a regular basis in order to keep the information included current; and

**WHEREAS**, the City's Public Works, Utilities, Projects, and Planning and Regulation departments have reviewed this document and have submitted certain amendments and updates to this document for approval.

**NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CARLSBAD, NEW MEXICO**, hereby approves and adopts certain amendments and updates to the CITY OF CARLSBAD'S PUBLIC INFRASTRUCTURE SPECIFICATION DOCUMENT.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2019.

---

Mayor Dale Janway

ATTEST:

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City Clerk, Nadine Morales

# Summary of Public Infrastructure Specification Document Update 2019

Beginning in 2017, City staff began meeting internally to discuss potential changes needed within the City's Public Infrastructure Specification Document. This document is the City's guide for the installation of all public infrastructure including streets, sidewalks, water, and sewer lines for new or existing development. This document is designed to be updated periodically, and the attached copy of the Public Infrastructure Specification Document illustrates the changes being proposed by City staff. Below are some examples of changes being proposed:

**Requirement and specification for the installation of tracing wire for any underground utility lines being placed in a development.** The tracer wire allows for the easier and more accurate location of buried water and sewer lines and equipment.

**Changes and clarification for the template for location of utilities.** This template specifies and standardizes the preferred locations for all public infrastructure to be installed in a development.

**Updated manhole specifications.** The Utilities Department has updated the requirements for new manholes being placed within a development.

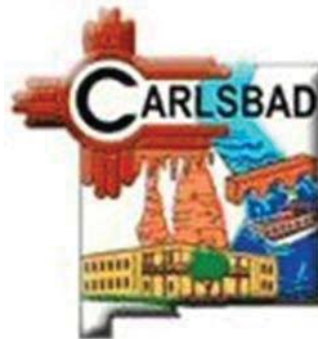
**Updated fire hydrant specifications.** The Utilities Department and the Fire Department have updated the model type and specifications for placement of new fire hydrants within a development. This change will allow more options for choosing fire hydrant materials.

**Updated water meter specifications.** The Utilities Department has proposed updates to the materials specifications for water meters and boxes as well as the placement of the meters. This change will aid developers in correctly placing water meters within developments.

**Updated backfill specifications.** This specification addresses the backfilling and repair of any sort of excavation of or within the public right-of-way (ROW) in Carlsbad. City staff has clarified the existing standards and removed contradictory language within this specification.

**Clarified and updated process related language information.** City staff worked to review processes related to infrastructure construction and development contained within this document. The result is a clarification of review and approval processes for new development within the City. The proposed changes also add clarifications for submittal of documentation from developers to the City regarding developments, and better illustrates responsible City staff as to review and approval of development.

# CITY OF CARLSBAD NEW MEXICO



## PUBLIC INFRASTRUCTURE SPECIFICATIONS

Adopted XXXX-XX

(Res. No. XXXX-XX)

Prepared For:  
City of Carlsbad  
101 N. Halagueno St.  
Carlsbad, NM 88220

Prepared By:  
City of Carlsbad  
114 S. Halagueno St.  
Carlsbad, NM 88220



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**Appendix A: City of Carlsbad Contact Information**

## ARTICLE 1

### GENERAL STATEMENT OF POLICIES AND SPECIFICATIONS

#### Purpose

The design standards in this document are to provide for the harmonious development of the City and its environs in order to establish conditions favorable to the health, safety, convenience, and general welfare of citizens of the City. More specifically, this document is designed to achieve the following objectives in newly developed areas:

- A. Adequate provisions for light and air, public rights-of-way, public open spaces, and drainage and private property utilized by the public.
- B. Safe, convenient circulation of people, goods, and vehicles.
- C. Coordination of land development in accordance with orderly physical patterns as stated in the adopted plans and polices as may have been or may be adopted by City Council.

#### 1. **General**

The policies and specifications herein contained are adopted by the City of Carlsbad (Resolution No. 2015-10).

The following documents and standards, as amended from time to time, are hereby incorporated into these specifications by reference, with the express exception of the terms, provisions, and sections indicated in this document.

- 1) City of Carlsbad Subdivision Ordinance No. 2013-05.
- 2) City of Carlsbad Zoning Ordinance No. 2011-15, **Ordinance No.2016-18 Ordinance No. 2017-19**
- 3) New Mexico State Department of Transportation, "Standard Specifications for Highway and Bridge Construction", 2014 Edition.
- 4) New Mexico Standard Specifications for Public Works Construction, 2006 Edition, NMAPWA. (NMSSPWC)
- 5) Federal Highway Administration, "Manual of Uniform Traffic Control Devices", 2009

Edition. (MUTCD)

- 6) America Association of State and Highway Transportation Officials. (AASHTO)
- 7) American Water Works Association. (AWWA)
- 8) American Concrete Institute. (ACI)
- 9) Where applicable, the technical provisions contained **shall be considered the minimum requirements to meet the purpose.** The Engineer/Developer/Applicant may submit alternative or site-specific details for approval by the City of Carlsbad.
- 10) **Local conflicts. Where provisions of any local ordinance, regulation, or covenant imposes greater restriction than those of this document, the provisions of such greater restrictions shall prevail.**
- 11) **State and Federal conflict. Any provision of the Federal or State law, which imposes a greater duty, standard, or requirement than that contained in this document, shall supersede this document.**

The **most current edition** of each of the above cited publications shall be considered in use by this document.

\*The point of contact for all documents, questions, **requests for any interpretation of this specification**, permits, etc. shall be the City of Carlsbad's Planning, Engineering & Regulation Department (P.E.R.D.) located at 114 S. Halagueno Street, Carlsbad, New Mexico 88220. The contact phone number is 575-885- 1185. Any work performed within the Public Right-Of-Way requires that all permits, fees, approvals, etc. be obtained and approved prior to construction.

## 2. **Definitions**

For the purpose of this Ordinance, the words and terms used herein shall be defined and interpreted as follows:

**Abut/Abutting/Adjacent/Adjoining/Contiguous.** Lots or parcels separated by common property lines, lot lines, or an alley, street or other public right-of-way.

**Agent.** The owner's representative who shall have express authority to act on behalf of that owner. Written consent shall be required from the legal owner of the premises.

**Applicant.** A person submitting an application in accordance with the procedures established in these specifications.

**Block.** A parcel of land entirely surrounded by streets or highways, railroad right-of-way, waterways or by a combination thereof.

**City.** The City of Carlsbad.

**City of Carlsbad.** The City of Carlsbad's representative in direct responsible charge of the work to be performed.

**Comprehensive Plan.** That document or documents adopted by the City Council as the City of Carlsbad's Comprehensive Plan or portions thereof.

**Construction Plan Drawings.** The drawings, as prepared by a New Mexico Registered Engineer, accompanying a subdivision plat or other development and showing the specific location and design of improvements to be installed in the subdivision in accordance with the requirements of this Ordinance and other ordinances.

**Controlled Access Highway.** A roadway where direct access to abutting properties is prohibited and where access is provided only at designated intersections with major arterial streets or major collector streets.

**Covenant.** A recorded condition entered into between private parties and constituting a restriction on the use of all private property within a subdivision or development for the mutual benefit of successive property owners. Covenants are private agreements and are not subject to the jurisdiction of the City.

**Curb Return.** The access radius for an intersection or driveway opening, also referred to as Radius Return.

**Detention Pond.** A pond or drainage facility designed to temporarily hold, store, or otherwise detain storm flows with the intent of releasing the storm flows at a controlled rate.

**Developer.** The legal or beneficial owner of a lot or of any land included in a proposed development, the holder of an option or contract to purchase, or any other person having enforceable proprietary interest in such land.

**Easement.** A right of use over the property of another for a specific purpose.

**Encroachment permit.** A permit required prior to the commencement of any work or construction within the City of Carlsbad's public rights-of-way.

**Engineer.** A registered professional engineer in good standing with the New Mexico Board of Registration for Engineers and Surveyors.

**Excavation.** A hole, trench, ditch or depression in a public place or right-of-way, resulting from the removal of pavement, dirt, or other material.

**Financial Guarantee.** Performance Bond or Letter of Credit.

**Floodplain.** Any land subject to a one (1) percent or greater chance of flooding in any given year as indicated on the most recent maps published by the Federal Emergency Management Agency (FEMA) and adopted by the City of Carlsbad. This area is typically called the “100 year floodplain”.

**Frontage.** The distance measured along a right-of-way, property line, or access easement.

**Grade.** The slope of a road, street, alley, utility or facility specified as a percentage.

**Improvement.** Any addition made to a piece of property intended to enhance its value, utility, or beauty, or to adapt it for new and further uses.

**Lot.** A portion of a legally platted subdivision that is shown on the records of the County Clerk as a lot, tract, or parcel of land and held in separate ownership. A portion of land that was subdivided from other land in accordance with the then existing zoning and subdivision requirements.

**Lot area, gross.** A measurement of the total area contained within the boundaries of a lot, expressed in square feet, acres or other appropriate units, prior to the deduction of area for streets, alleys, easements, or other public spaces.

**Lot area, net.** A measurement of the total area contained within the boundaries of a lot, expressed in square feet, acres or other appropriate units, after the deduction of area for streets, alley, easements or other public spaces.

**Lot, corner.** A lot situated at the intersection of two (2) streets, the interior angle of such intersection not exceeding one hundred thirty-five (135°) degrees.

**Lot depth.** The horizontal distance between the front and rear lot lines.

**Lot, double frontage.** A lot having a frontage on two (2) non-intersecting streets as distinguished from a corner.

**Lot, interior.** A lot other than a corner lot.

**Lot lines.** The property lines bounding a lot.

**Lot line, front.** The boundary of a lot abutting a street right-of-way.

**Lot line, rear.** A lot line which is most distant from and/or is approximately parallel to the front lot line.

**Lot line, side.** A lot line which is not a front lot line or a rear lot line.

**Lot width.** The horizontal distance between the side lot lines as measured along the front property line.

**Mobile home park.** A parcel or lot designed and developed for long-term residential use and intended for rent or lease where the residents live in mobile homes or manufactured homes exclusively.

**Monument.** A permanent, physical item used as a survey control point.

**Off-site.** Any premises not located within the area of the property to be developed, whether or not in the common ownership of the applicant.

**Owner.** Any person who has legal control of, or title to real property or a structure.

**Plat.** A map, survey, drawing or plan certified by a licensed land surveyor containing a description of the subdivided land with ties to permanent monuments.

**Public Works Project.** Any improvement, alteration, or repair of existing public infrastructure, including public streets, curb, gutter, sidewalk, water utility, wastewater utility, storm water utility, drainage utility, lighting, or other infrastructure owned and maintained by the City of Carlsbad, or any new development approved by the City of Carlsbad which will be dedicated as public infrastructure to be owned and maintained by the City of Carlsbad.

**Retention Pond.** A pond or drainage facility designed to permanently hold, store, or otherwise retain storm flows without the intent of releasing the storm flows.

**Right-of-way.** A strip of land opened, reserved, or dedicated for a street, sidewalk, utility, drainage, or other public purpose. A right-of-way shall be dedicated to public use by the maker of the plat on which such right-of-way is established.

**Roadway.** That portion of a street right-of-way developed for vehicular traffic.

**Setbacks.** Unobstructed, unoccupied, open areas, measured at its shortest distance as follows:

- (a) *Street or front setback.* The street or front setback shall be the distance between the front building line and the front property line or street right-of-way line, or street easement whichever is closer. If there is no street right-of-way line, then it shall be the shortest distance between the front building line and the nearest edge of the street or curb, whichever is closer.
- (b) *Side setback.* The side setback is the distance between the side building line and the side property line.
- (c) *Rear setback.* The rear setback is the distance between the rear building line and the rear property line.
- (d) The City may, at its sole discretion, designate which side of the property is the front, side, and rear.
- (e) No yard, setback, or other open space provided around any structure for the purpose of complying with provisions of this Code shall be considered as providing a yard, setback, or open space for any structure on any other lot.

**Street.** A dedicated public way for vehicular traffic, whether designated as an avenue, boulevard, thoroughfare, road, highway, expressway, lane, drive, alley or any other public way.

**Street, alley.** Alleys are minor public ways used primarily for service access to the back or side of properties otherwise abutting on a street.

**Street, arterial.** Those streets so designated and designed to carry high traffic volumes or to function as major thoroughfares.

**Street, collector.** Those streets so designated and designed to carry moderate traffic volumes and function as connections between residential streets and arterial streets.

**Street, cul-de-sac or dead end.** A street having one open end and being permanently terminated by a vehicle turnaround.

**Street, frontage.** A street adjacent to an arterial street, separated therefrom by a dividing strip and providing access to adjacent properties.

**Street jog.** A portion of a street that curves to the left or right before continuing through an intersection.

**Street, local.** Those streets which primarily permit direct access to abutting lands and connect to collector and arterial streets.

**Street, loop.** Those streets that are open at both ends and connected to only one residential street.

**Street, residential.** Those streets so designated and designed to carry low traffic volumes primarily through residential areas and neighborhoods.

**Street, rural.** Those streets designed to carry very low traffic volumes.

**Subdivider.** Any person, firm, corporation or other entity subdividing land within the jurisdiction of the City's Subdivision Ordinance.

**Subdivision.** The division of a tract, parcel or lot into two (2) or more lots or building sites, or other divisions for the purpose, whether immediate or future, of sale, legacy, or building development and includes all divisions of land involving a new street or a change in existing streets and includes a re-subdivision and, where appropriate, relates to the process of subdividing or to the land or area subdivided.

**Substantial Completion.** The stage at which a construction or building project, or portion thereof, is sufficiently complete in accordance with the construction documents and/or contract, so that the owner may occupy and/or utilize the building, facility, utility, street, etc. for its intended use or purpose, without undue interference.

**Surveyor.** A registered land surveyor in good standing with the New Mexico Board of Licensure for Professional Engineers and Surveyors.

**Tract.** The term "tract" may be used interchangeably with the term "lot", particularly in the context of subdivision, where a "tract" may be subdivided into several lots, parcels or tracts.

**Traffic Impact Analysis (TIA).** A technical study performed by a qualified engineer, which assesses the impact of a proposed facility or development on existing and proposed rights-of-way. It may analyze the impact on safety, intersections, circulation patterns, ingress/egress, traffic loads, parking and loading areas, on-site circulation and vehicles per day and may set forth mitigation measures to eliminate or substantially reduce such impacts. Also referred to as a "traffic study".

**Trustee.** An individual or firm, licensed under the escrow law of the State of New Mexico, acting as the third party in an financial guarantee.

**Vacation.** The act of rescinding (cancelling) any right-of-way, easement, public area, other public interests, or any part of a recorded subdivision in accordance with State statutes.

### 3. **Engineering Construction, Testing, and Inspection Services**

- A. General - The design of all Public Works projects **or any potential dedications** shall be performed under the supervision of a New Mexico Registered Engineer. The construction of all Public Works projects shall be performed only by Contractors appropriately licensed by the State of New Mexico.
- B. Engineering Services - Persons retained to perform engineering services for **any Public Works projects** shall provide all the engineering information required for such work as stipulated in the sections herein contained. In cases where additional data is required, it shall be provided as requested by the City of Carlsbad.
- C. Construction Services - Persons retained to perform construction services for **any Public Works projects** shall comply with all specifications regarding the type of work undertaken as contained herein. All construction work shall require the final inspection and approval of the City of Carlsbad before final acceptance. All significant changes to the design or construction must be documented and approved by the City of Carlsbad prior to the change being made.
- D. Testing Services - Quality control testing shall be performed on all **Public Works projects** by a Certified Testing Lab on all construction projects undertaken in public rights-of-way. The contractors shall be responsible for complying with all testing requirements. Lab Certifications shall include but not be limited to:
- National Institute for Certification in Engineering Technologies (NICET) - Level II certification in highway materials; or
  - State Department of Transportation (NMDOT) and Federal Highway Administration (FHWA) Certifications, as applicable; or
  - Industry certifications for sampling and testing directly related and equivalent to the sampling and testing to be performed; or
  - Western Alliance for Quality Transportation Construction (WAQTC) or other nationally accepted certification program for intended sampling and testing.
- E. Pre-Construction Conference – A pre-construction conference **shall be held prior to beginning any construction for any approved Public Works project. Attendance by the City of Carlsbad staff, Engineer, Contractor and Developer representative is mandatory.**



- F. "As Built" Drawings - The Contractor, in coordination with the project Engineer, shall prepare an accurate set of "As Built" drawings for all Public Works projects (streets, alleys, utilities, etc). The Contractor shall record thereon the locations, depths, sizes, types of material, any other pertinent data, and all changes made during construction that differ from the approved construction drawings. The Contractor shall provide to the City of Carlsbad, prior to acceptance of the project by the City, two (2) hard copies, one (1) PDF file and one (CAD) file.
- G. Final Acceptance – Prior to acceptance by the City, a letter of certification signed by the project engineer must be submitted to the City of Carlsbad upon completion of any construction performed for a Public Works project. The certifications must be accompanied by copies of testing reports, as-built drawings, infrastructure checklist, and any other information requested by the City of Carlsbad signifying that the work was completed in accordance with these Specifications.
- H. Inspection of Work - All work performed in an approved Public Works project is subject to inspections. All inspections required under each section of this document shall be the responsibility of the Contractor or Developer in the case of new development. The City shall be given a 48 hour notification before the installation of any pertinent infrastructure to be dedicated to the City. The City's Infrastructure Inspectors, or any other person identified by the City as an inspector for a specific Public Works project, shall be allowed to enter the property on which the project located, and allowed to inspect any and all work as it pertains to the portion of the project that will be dedicated to the City, as identified by the City. Lab tests and lab reports related to the work being done shall be submitted to the City. The City, as owner, reserves the right to reject any and all work that does not meet the Standard Specifications. The City also reserves the right to request additional lab or field tests for the work being inspected. This additional testing shall be at the Developers/Contractors expense. The City reserves the right to make all final inspections and require additional testing necessary to determine whether or not a project is to be accepted.

#### **4. Permits**

An Encroachment Permit is required prior to commencement of any work within the City of Carlsbad for any Public Works project. The point of contact for Encroachment Permits, documents, questions and other required permits is the City of Carlsbad's Planning, Engineering & Regulation Department, located at 114 S. Halagueno Street, Carlsbad New Mexico 88220. The contact phone number is 575-885-1185. Any work performed as part of a Public Works project requires that all permits, fees, approvals,

etc. be obtained **and approved** prior to construction.

## **5. General Technical Provisions**

The items under this section shall apply to all types of work undertaken **as part of a Public Works project**.

- A. Relocation and Protection of Existing Utilities - The applicant may not interfere with any existing utility without written consent of the owner of the utility. Any relocation of an existing utility, if deemed necessary by the applicant, is to be done by the utility owner. No utility owned by the City may be moved to accommodate the applicant, except at the applicant's expense. The cost of moving privately owned utilities also will be at the expense of the applicant unless otherwise agreed. The applicant must do everything necessary to support, sustain, and protect all utilities under, over, along, or across said work area. In the event said utilities are damaged (and for this purpose, pipe coating or other encasement or devices are to be considered as part of a substructure) the utility owner must be notified immediately. The applicant shall call for all utility locates from New Mexico State One Call a minimum of 48 hours in advance of commencement of work. In addition, the Contractor shall make every effort to contact the owners of any private individual utilities.
- B. Routing of Traffic – During the performance of all work, the applicant must take appropriate measures to maintain traffic conditions as near to normal as practicable in order to minimize inconvenience to adjacent properties and the general public. The City of Carlsbad may require **that the** applicant to notify, in writing, various public agencies and the general public of proposed work prior to issuance of a permit. A traffic control plan, following the Manual on Uniform Traffic Control Devices (MUTCD), latest edition, will be submitted to the City of Carlsbad for approval a minimum of fourteen (14) Calendar days, prior to the beginning of construction operations, **or in an emergency as practicable**.
- C. Clearance of Vital Structures - All work must be performed and conducted so as not to interfere with access to fire hydrants, fire stations, fire escapes, and all other vital structures or equipment **as deemed by the City**.
- D. Protection of Traffic - The applicant must maintain a safe crossing of two lanes of vehicle traffic at all street intersections, where possible, and safe crossings for pedestrians at intervals of not more than 300 feet. If any work is across any public street, alley or sidewalk, at least one safe crossing must be maintained when possible for vehicles and pedestrians. If the construction prohibits pedestrian sidewalk access, an approved passageway of the sidewalk width must be

provided, including appropriate signage.

- E. Road Closures - Where partial or complete road closures are necessary, public notice of such closures shall be made in local newspapers and radio stations no later than 48 hours in advance of the closure. Routing of traffic around the closure shall be as shown in the approved Traffic Control Plan (see "Routing of Traffic", paragraph B above). In addition, the applicant shall notify the City's Police Department, Fire Department, City Transit, and Eddy County **Emergency Services** if applicable. The Contractor shall provide and maintain access to private residences and businesses at all times during the project.
- F. Protection of Adjoining Property - The applicant must, at all times and at his/her own expense, preserve and protect from injury any adjoining property by taking suitable measures for this purpose. Where it is necessary to enter upon private property for the purpose of taking appropriate protective measures, the applicant must (unless otherwise provided by law) obtain permission from the property owner. The applicant must, at his/her own expense, shore up and protect all buildings, walls, fences, or other property that may be damaged during the progress of any work, and be responsible for all damages to public or private property resulting from his failure to properly protect and carry out such work. This provision shall also include any damages due to vibratory equipment. The applicant may not remove, even temporarily, any trees or shrubs which exist in any public right-of-way or public property without first obtaining the written consent of the City.
- G. Protection of Water Courses – At all times, the applicant must maintain all water courses free and unobstructed for the full depth, or provide an adequate temporary substitute **to include all federally required NPDES permits.**
- H. Cleanup – At his/her expense, applicants are responsible for the cleanup of all rubbish, excess earth, rock and other debris resulting from any approved **Public Works project**. From time to time, as may be ordered by the City of Carlsbad, and in every event immediately after completion of such work, the applicant must clean up and remove, **and properly dispose** of all refuse, dirt and unused materials of any kind resulting from said work. Failure to start the cleanup within two (2) Working Days after notification may require the work be done by the City, and the cost thereof charged to the applicant.
- I. Prompt Completion of Work - After any work is commenced, the applicant must proceed with diligence to complete all work **included in the approved Public Works project or** covered by the particular permit, and must promptly restore the public

place to pre-construction condition, or as near as possible, so as not to obstruct the public right-of-way more than reasonably necessary.

- J. Emergency Work - If determined by the City of Carlsbad that traffic conditions, public safety or convenience warrant that work be expeditiously performed, the City of Carlsbad may utilize City employees or other personnel for the purpose of completing such work as soon as possible. The City of Carlsbad may request reimbursement for such work.
  
- K. Noise, Dust, and Debris - Each applicant must conduct and carry out all work in such manner as to avoid unnecessary inconvenience and annoyance to the public and occupants of neighboring property, **as deemed by the City**. The permittee must take appropriate measures to reduce, to the fullest extent practicable, noise, dust, litter and debris.
  
- L. Preservation of Monuments - Any monument set for the purpose of locating or preserving the lines of any street, property, subdivision, survey reference point, or permanent survey benchmark within the City may not be removed or disturbed, or caused to be removed or disturbed, without first obtaining permission in writing from the City of Carlsbad and the surveyor that set the monument, if possible. Permission to remove or disturb such monuments, reference points, or bench marks will be granted only upon condition that the person applying for such permission pay all expenses incident to the proper replacement of the monument. Monuments shall be replaced only by a registered land surveyor.
  
- M. Advance Notice of Improvements - Applicants should attempt to keep themselves informed of proposed street or sidewalk improvements in order that utilities may be installed prior to, or in conjunction with, making such improvements.
  
- N. Financial Guarantees – A financial guarantee covering required improvements, may be required by the City. When required, the financial guarantee shall:
  - a. Run to the City of Carlsbad; and
  - b. Be in an amount equal to 100 percent of the cost, as estimated by the City, of any improvements which have not yet been constructed, installed and completed in compliance with City standards; and
  - c. Be with surety as approved by the City; and
  - d. Specify that all required improvements shall be completed within the period specified by the financial guarantee documents, construction contract documents or otherwise specified by the City; and
  - e. Run until, and terminate ninety (90) days after, filing certification of completion and acceptance by the City of the “As-Builts”.

In the event that any or all of the required improvements are not completed within the time specified in the financial guarantee or construction contract documents,

the City may let the contract to another contractor to complete the required work.

## 6. Infrastructure Checklist

The following check list shall be included with the test results, “as-built” drawings, (provided prior to acceptance sign-off), project certification, and the Engineers/Developers request for acceptance of the infrastructure improvements by the City:

- 1) Financial Guarantee/Bond: \_\_\_\_\_  
(DATE FILED) (DATE RECEIVED)
- 2) Preconstruction conference: \_\_\_\_\_  
(DATE)
- 3) Bacteriological analysis of water system: \_\_\_\_\_  
(PASS DATE)
- 4) Hydrostatic test of water system: \_\_\_\_\_  
(PASS DATE)
- 5) Water system inspection (lines, valves, curb stops, etc.): \_\_\_\_\_  
(DATE)
- 6) Sewer system inspection (lamping of lines, manholes, etc.): \_\_\_\_\_  
(DATE)
- 7) Street and/or alley inspection: \_\_\_\_\_  
(DATE)
- 8) Fire Hydrant Flow Test: \_\_\_\_\_ (Flow test sheet on next page)  
(PASS DATE)
- 9) Final inspection: \_\_\_\_\_  
(PASS DATE)

## STANDARD SPECIFICATIONS FOR STREETS AND STREET RELATED CONSTRUCTION

### 1. **General**

As previously noted, these specifications will be used in conjunction with the most current edition of the NMDOT Standard Specifications. Compliance with Article I - Policies and Specifications **as well as any APWA Specifications** is mandatory.

### 2. **Street Classification and Geometric Design Standards**

A. Existing streets are identified and classified on the “Functional Street Classification Map”. **Contact the Planning, Engineering, and Regulation Department for a copy of this map. The Map may also be found at [www.cityofcarlsbadnm.com/maps.cfm](http://www.cityofcarlsbadnm.com/maps.cfm) under the CARLSBAD COMMUNITY INFORMATION MAP.** New streets shall be classified and existing streets may be reclassified by the City of Carlsbad, when warranted by street design, traffic volume, multi-modality or other criteria. Minimum street right-of-way widths are established by the City of Carlsbad Subdivision Ordinance (Ord. No. 2013-05).

Minimum street widths shall be as shown on the “Roadway Typical Sections for Streets” illustration in this article for **Local, Major, Collector, Minor Arterial, Principle Arterial Streets. Examples for Local, Major Collector, Minor Arterial, Principle Arterial Streets, and Cul-de-sac street sections are available from the planning, Engineering, and Regulation Department or from the Public Works Department and must be submitted for approval by the City.**

#### **B. Cul-de-sac Geometric Standards**

1. Cul-de-sacs will be required on all roadways that do not connect to an existing dedicated roadway. Right-of-Way shall be dedicated at the time of platting. The maximum length of a cul-de-sac is 800 feet and it shall be designed so that it cannot be extended in the future. Future extension may be approved by the City of Carlsbad after review by the Fire, Police, Utilities, Engineering and Planning Departments. The length of a cul-de-sac shall be measured from the back of the nearest curb of the perpendicular street to the radius point in the middle of the cul-de-sac.
2. Minimum diameter:
  - a. Right-of-way - 100 feet with no on-street parking.

- b. Pavement (in bulb back-to-back of curb) - 80 feet
- c. Center island (if any) - 20 feet with no on-street parking.
- d. Geometry must be approved by the City Fire Marshall.

**3. Pavement Design Standards**

- A. Typical pavement sections for street construction in the City of Carlsbad shall be designed in accordance with the latest edition of the AASHTO “Guide for the Design of Pavement Structures”, except as noted below. The design shall be performed by a Licensed Professional Engineer registered in the State of New Mexico.
- B. Local streets may use the design shown in the “Roadway Typical Section for Local Streets” attached herein.
- C. Laboratory analysis of the subgrade soils underneath the street is first required for pavement design. The rest of the design process is as follows:
  - 1. For streets in the City of Carlsbad, the Pavement Design Parameters shown in Table II have been established for arterial, collector, and minor street classifications. These parameters were used to develop the Structural Numbers (SN) shown in Table III.
  - 2. Laboratory analysis of the subgrade soils at the street location will yield an “R-Value” for the soil. Using this “R-Value” and Table III, a Structural Number (SN) can then be selected for the appropriate classification of street to be designed.
  - 3. Trial pavement sections can then be analyzed, using the coefficients from Table IV, to meet the minimum SN value required by Table III, as illustrated in the following example:

Pavement Design Example:

*Design a Pavement Section for an arterial street to be constructed in a soil with R-Value of 30:*

- 1. From Table III, for an R-Value of 30, a Structural Number (SN) of 3.35 is required for the typical section.
- 2. Using the coefficients from Table IV, try the following trial section:

6" HMA (Coeff = 0.40)	= 6" x 0.40	= 2.40
8" Untreated Base Course (Coeff = 0.10)	= 8" x 0.10	= 0.80

SN= 3.20

< 3.35 N.G. (Does not meet specifications. Try increasing HMA thickness to 6½")

$$\begin{aligned} 6\frac{1}{2}" \text{ HMA} &= 6.5" \\ &\times 0.40 \\ &= 2.60 \end{aligned}$$

$$\begin{aligned} 8" \text{ Untreated Base Course} &= 8" \\ &\times 0.10 \\ &= 0.80 \end{aligned}$$

SN = 3.40 > 3.35 OK

3. In no case, however, shall the street pavement section be less than 2" HMA over 4" base course the minimum thicknesses shown on the Standard Drawings.
4. An engineering report of the soils evaluation and pavement design calculations shall accompany the construction drawings that shall be submitted to the City of Carlsbad for review.

**TABLE II: PAVEMENT DESIGN PARAMETERS**

Street Type	Traffic Load (ESAL)		Serviceability Index	Regional Factor
	HMA	Concrete		
Arterial Street	200	130	2.5	1.0
Collector Street	70	40	2.0	1.0
Residential Street	10	6	1.5	1.0



**TABLE III: STRUCTURAL NUMBER (SN) RELATIVE TO R-VALUE  
( HOT MIX ASPHALT PAVEMENT)**

R-Value*	Structural Number			
	Arterial Street	Collector Street	Minor Street	
16	3.80	3.10	2.30	* R-Values are determined per NMSHTD Bulletin No. 102 using the AASHTO soil classification, gradation, and P.I. Values. <b>Any soils with an R-value of less than 16 must be removed to a point two (2) feet below top of pavement.</b>
18	3.80	3.05	2.25	
20	3.75	3.00	2.20	
22	3.65	2.95	2.15	
24	3.55	2.85	2.10	
26	3.50	2.80	2.05	
28	3.40	2.75	2.00	
30	3.35	2.65	1.90	
32	3.25	2.60	1.90	
34	3.20	2.55	1.85	
36	3.10	2.50	1.80	
38	3.05	2.40	1.80	
40	3.00	2.35	1.80	
42	3.00	2.30	1.80	
44	3.00	2.25	1.80	
46	3.00	2.20	1.80	
48	3.00	2.20	1.80	
50	3.00	2.20	1.80	
52	3.00	2.20	1.80	
54	3.00	2.20	1.80	
56	3.00	2.20	1.80	
58	3.00	2.20	1.80	
60	3.00	2.20	1.80	
62	3.00	2.20	1.80	
64	3.00	2.20	1.80	
66	3.00	2.20	1.80	
68	3.00	2.20	1.80	
70	3.00	2.20	1.80	
72	3.00	2.20	1.80	
74	3.00	2.20	1.80	
76	3.00	2.20	1.80	
78	3.00	2.20	1.80	
80	3.00	2.20	1.80	

**TABLE IV: COEFFICIENTS (C) OF PAVEMENT MATERIALS**

MATERIAL	COEFFICIENT
Concrete Pavement	0.50
Hot Mix Asphalt Pavement	0.40*
Hot Mix Seal Coat	0
Untreated Base Course	0.10
Bituminous Treated Base Course	(See Note 1)
Cement Treated Base Course	(See Note 2)
Lime Treated Subgrade	(See Note 2)
Cement Treated Subgrade	(See Note 2)

Note 1: Coefficients vary based on Marshall Stability of design mix.

Note 2: Coefficients vary based on Compressive Strength of design mix.

\* Based on minimum Marshall Stability of 1640.

A **Pavement Mix Design** shall be used on all City roadways and shall be developed by a NMDOT approved testing Laboratory, reviewed and signed by a Professional Engineer registered in the State of New Mexico. The Mix Design shall be submitted to the City of Carlsbad for approval prior to any paving operations.

#### **4. Engineering Data**

If not previously approved by the City, plans and profiles, drainage reports and utility reports prepared by a Licensed Professional Engineer registered in the State of New Mexico, shall be submitted to and approved by the City of Carlsbad. In all cases these reports and plans shall be submitted prior to the issuance of any permit. Approval is required prior to performing any work.

- A. Grades - The grades of all streets shall be a minimum of 0.30% except where topographical conditions unquestionably justify a departure from the minimum. Crown slopes shall be a minimum of 2.0%.

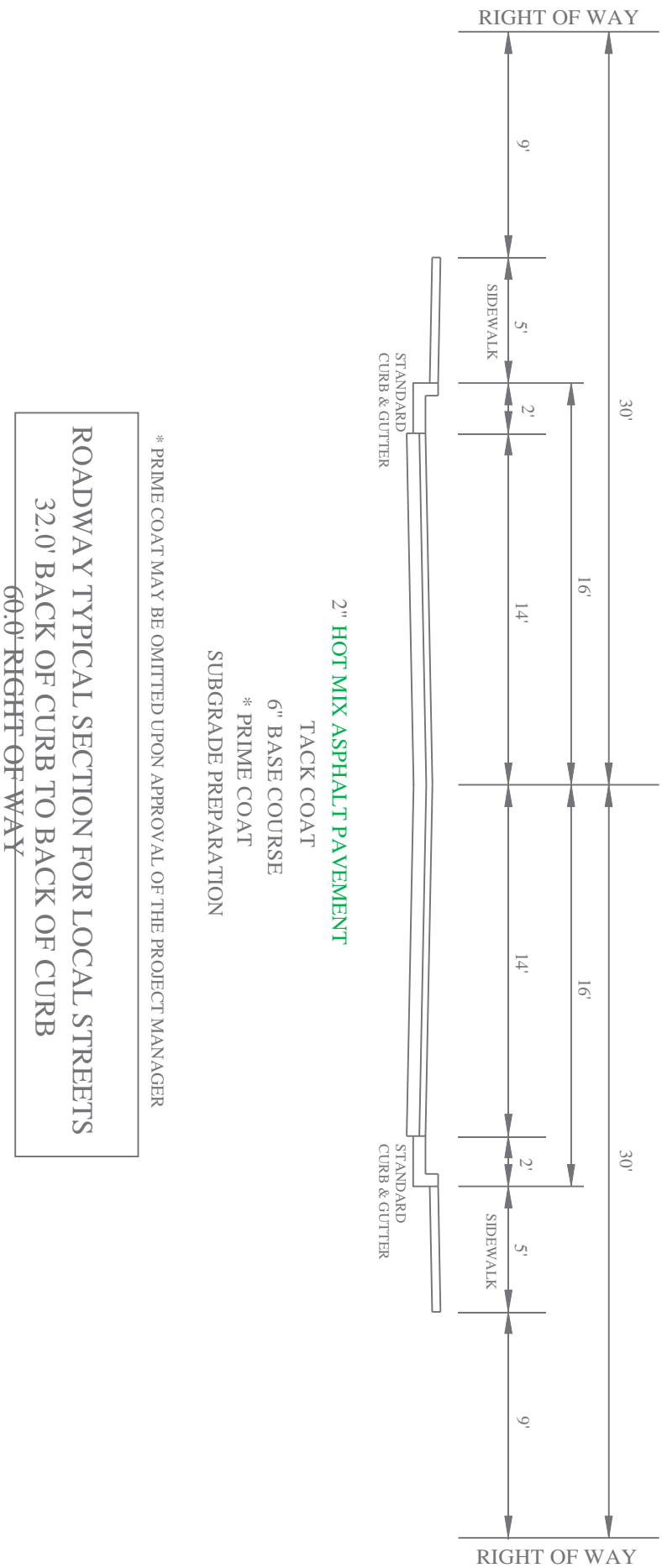
Street construction drawings shall be submitted, and shall contain a complete plan and profile exhibiting all existing grades, proposed grades, and elevations and grades of proposed connection to existing streets.

Two (2) hard copies, one (1) PDF file, and one (CAD) file reproducible as-built copy of the approved prints shall be submitted to the Planning, Engineering and Regulation Department of the City of Carlsbad upon completion of construction.

- B. Drainage Report - A storm drainage report prepared by a Licensed Professional Engineer registered in the State of New Mexico, shall be submitted to the City of Carlsbad. The report shall be prepared in accordance with Article 15 of these Specifications.
- C. Utility Report - In all cases, all existing utilities, as well as the location of all proposed utilities, shall be illustrated. For all existing utilities, locations shall be noted as well as their elevations with respect to the proposed streets. In the case of proposed utilities all locations shall be illustrated with proposed elevations and grades. All utilities in/or crossing any proposed street shall be installed prior to the preparation of the subgrade for street construction.
- D. Traffic Report – The City Engineer may require that traffic impact analyses be performed for any or all commercial and residential developments. Traffic impact analyses shall be signed by a Licensed Professional Engineer registered in the State of New Mexico. All properties fronting on State highways require separate permits from the NMDOT. A copy of the approved permit shall be submitted to the City of Carlsbad **prior to the start of any construction.**

##### **5. Roadway Construction Specifications**

All streets shall be built in accordance with the **2019** Edition or most current edition of the NMDOT Standard Specifications, or the New Mexico Standard Specifications for Public Works Construction, 2006 Edition, NMAPWA. (NMSSPWC), except as modified by these Public Infrastructure Specifications.



\* PRIME COAT MAY BE OMITTED UPON APPROVAL OF THE PROJECT MANAGER

ROADWAY TYPICAL SECTION FOR LOCAL STREETS  
 32.0' BACK OF CURB TO BACK OF CURB  
 60.0' RIGHT OF WAY

**ARTICLE 3**  
**STANDARD SPECIFICATION FOR EXCAVATION**  
**UNDER PAVED STREETS AND ALLEYS**

**1. General**

This section addresses excavation, **trenching, and backfilling under paved** streets and alleys in the City of Carlsbad. The construction and materials shall conform to the NMSSPWC Standard Specifications, Section 701, except as modified herein.

Compliance with Article 1 – General Statement of Policies and Specifications of these specifications is mandatory. As stated in Article 1, Encroachment Permits are required before any excavation can begin. Only in the case of an emergency may an excavation be made without a permit. However, the person performing the excavation will have to apply for a permit and pay the appropriate fees on the next working day following the emergency excavation. All excavation and trenching shall meet OSHA requirements. Any alley used to convey storm flows or used for commercial use, must be paved.

**2. Provisions for Excavation**

A. Engineering Data - Prior to the issuance of an Encroachment Permit, the applicant shall provide an illustration showing the exact location of the excavation, the extent of the excavation, and a traffic control plan. The Contractor shall be responsible for locating any underground utilities and for any damage resulting thereto.

**3. Specification for Excavation and Backfill**

A. Breaking through Pavement

1. Heavy duty pavement breakers may be prohibited when the use endangers existing structures or other property.
2. Saw cutting or other neat line cutting of the existing pavement is required.
3. Sections of sidewalks are to be removed to the nearest score line or saw cut edge.
4. Unstable pavement must be removed over cave-ins or over-breaks, and the subgrade is to be treated in the same manner as the main excavation.
5. Pavement edges must be trimmed to a vertical face and neatly aligned with the center line of any trench.
6. The applicant is not required to repair damage existing prior to excavation unless his cuts leave small floating sections that may be unstable, in which

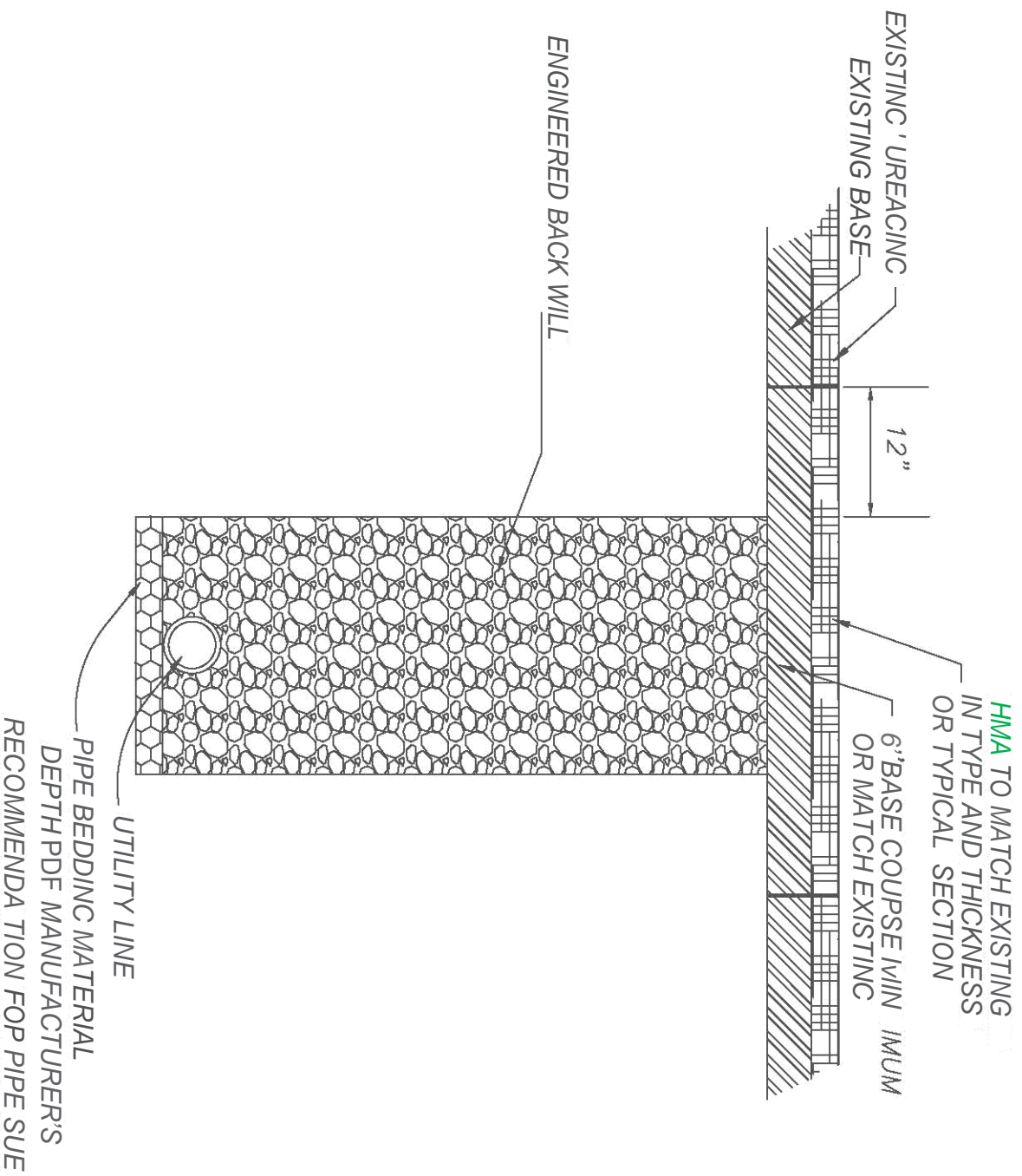
case the applicant must remove such sections and backfill such area as well as the area of the excavation.

- B. Care of Excavated Material - All material excavated and piled adjacent to the excavation or in any public place must be so piled and maintained as not to endanger the public and those working in the excavation, and as to cause as little inconvenience as reasonably possible to vehicle and pedestrian traffic. Excavated material may not be used as a barricade. In order to expedite the flow of traffic or to keep dirt and dust from spreading or flying, the applicant may be required to use guards or other devices.
- C. Backfilling - Any person who trenches or excavates on or within a public right-of-way for any purpose whatsoever is required to backfill the trench or excavation as follows:
1. Flow fill may be used in all trenches lying below a paved street or paved alley surface. The flow fill shall be from an approved commercial source. **Flow fill shall be placed in no more than a four (4) foot lifts every 24 hours.**
  2. If flow fill is not utilized, backfill material must be an "Engineered Backfill" with an approved Proctor data sheet. Each layer or lift is to be placed evenly, level, and of such a depth that the degree of compaction as required herein may be obtained throughout the entire backfill without exceeding the depth of layer or lift as recommended by the manufacturer of the compaction equipment being used for various soil types encountered or as determined by actual compaction tests of the lift or layer in place. In no case is the method of compaction being used to cause damage to the pipe line or other subsurface structures in the trench, excavation, or adjacent thereto.
  3. Each lift or layer must be sufficiently moistened to permit good compaction but not sufficient to cause the backfill material to lump or form a muddy ball when squeezed. Moistening water is to be added only in amount required to achieve optimum moisture content for the type of soil encountered, and must be thoroughly worked into the backfill material before compaction.
  4. The backfill material must be thoroughly compacted to a minimum of 100 (%) percent of maximum density throughout the entire depth of the excavation as determined by the Proctor Method, AASHTO T-99. The moisture content of the backfill material in place must not exceed the optimum nor be less than the optimum minus five percent. The obtaining of the correct moisture content is the responsibility of the person doing the trench or excavation backfill. Moisture and density requirements are governed by AASHTO Designation: T-99, including all revisions thereof.

5. When an excavation has been cut through existing pavement, the temporary pavement patch shall provide a level and safe riding surface until the permanent pavement patch can be placed.
6. Backfill and compaction inspection must be made as required by the City of Carlsbad. The City of Carlsbad is authorized to require backfill moisture density tests for the purpose of determining compliance with the compaction requirements of this section. Such tests are to be made in accordance with the procedures contained in AASHTO Designation No. T- 99, including all revisions thereof, and all costs connected with this testing will be at the expense of the person doing the actual backfill and compaction work.
7. In the event the complete backfill fails to meet the density requirements of this section when tested, or otherwise fails as evidenced by settlement of the trenches or excavation, the City of Carlsbad may order the faulty backfill material removed, replaced, and re-compacted to the required density specified herein, and order the replacement of all pavement destroyed or damaged as the result of the backfill failure settlement. The backfill warranty shall be guaranteed for five (5) years and all testing shall be submitted to the City of Carlsbad for acceptance.
8. All soil bedding materials used should be non-plastic. Backfill materials may be native soils, however, no material having a maximum individual particle size or agglomeration clod size greater than two and one-half (2 ½) inches shall be placed within twelve (12) inches of utility piping installed and no material larger than six (6) inches in the final backfill zone.
9. In the event an applicant fails to comply with the requirements of this section the City of Carlsbad may refuse to permit such applicant to thereafter engage in trenching or excavation. The warranty of asphalt pavement shall be guaranteed for one (1) year.

D. Restoration of Surface

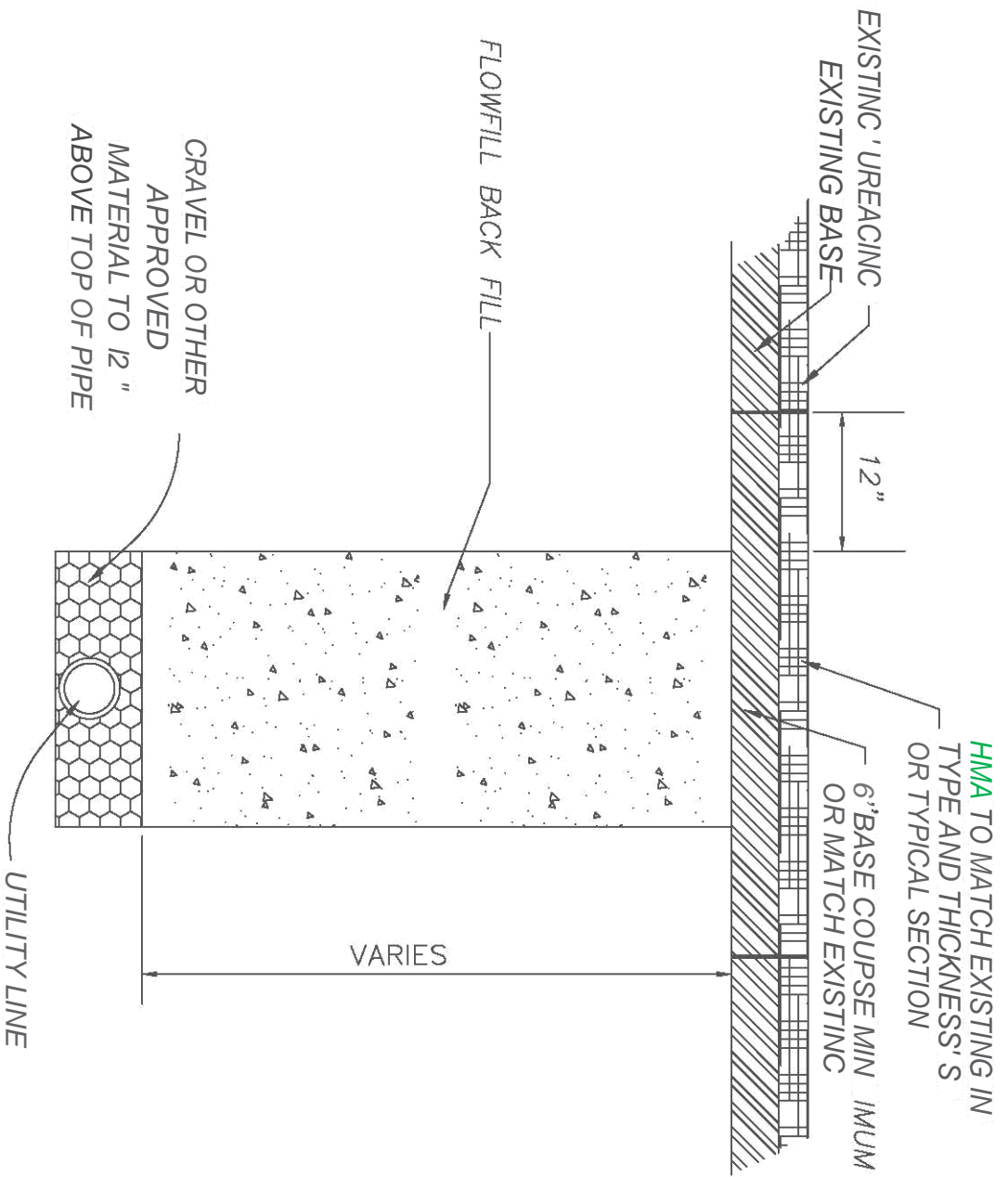
1. Upon completion of the backfilling of any excavation, and before resurfacing, the permittee must notify the City of Carlsbad. Placement and the cost of resurfacing will be borne by the applicant. The applicant must keep each excavation safe for pedestrian and vehicular traffic. Applicant will resurface the trench within 3 days of approval by the City of Carlsbad.
2. Acceptance or approval of excavation work or backfilling does not prevent the City from asserting a claim against the applicant for incomplete or defective work if discovered within one year from the completion of the project.



FINISHED MAT OF HMA TO HAVE A SMOOTHNESS OF 12 INCH  
THEN U' INC A 10 FOOT ' TRACHT LOCK IN ANY DIRECTION

# TYPICAL ENGR. FILL TRENCH DETAIL





MINI' HED MAT OF HMA TO HAVE A SMOOTHNESS OF 102 INCH WHEN  
USING A 10 FOOT STRAIGHT EDGE IN ANY DIRECTION

## TYPICAL FLOWFILL TRENCH DETAIL

**ARTICLE 4**  
**STANDARD SPECIFICATION FOR EXCAVATION**  
**NOT UNDER PAVED STREETS OR ALLEYS**

**1. General**

This section addresses excavation, trenching, and backfilling **not** under paved streets and alleys in the City of Carlsbad. The construction and materials shall conform to the NMSSPWC Standard Specifications, Section 701, except as modified herein.

Compliance with Article I – General Statement of Policies and Specifications of these specifications is mandatory. As stated in Section I, Encroachment Permits are required before any excavation can begin. Only in the case of an emergency may an excavation be made without a permit. However, the person performing the excavation will have to apply for a permit and pay the appropriate fees on the next working day following the emergency excavation. All excavation and trenching shall meet OSHA requirements.

This work shall consist of excavation of the trench and the backfilling of the trench for all pipe lines, cables, conduits and appurtenances, in substantial compliance with the specifications and drawings. The work and materials shall conform to the Standard Specifications.

**2. Provisions for Excavation**

A. Engineering Data - Prior to the issuance of an Encroachment Permit, the applicant shall provide an illustration showing the exact location of the excavation, the extent of the excavation, and a traffic control plan. The Contractor shall be responsible for locating any underground utilities and for any damage resulting thereto.

**3. Specification for Excavation and Backfill**

A. Care of Excavated Material - All material excavated and piled adjacent to the excavation or in any public place must be so piled and maintained as not to endanger the public and those working in the excavation, and as to cause as little inconvenience as reasonably possible to vehicle and pedestrian traffic. Excavated material may not be used as a barricade. In order to expedite the flow of traffic or to keep dirt and dust from spreading or flying, the applicant may

be required to use guards or other devices. All backfill material must have an approved Proctor data sheet.

B. Backfilling - Any person who trenches or excavates on or within a public right-of-way for any purpose whatsoever is required to backfill the trench or excavation as follows:

1. Flow fill may be used in all trenches lying below a paved street or paved alley surface. The flow fill shall be from an approved commercial source. Flow Fill shall be placed in no more than a four (4) foot lift every 24 hours.
2. If flow fill is not utilized, backfill material must be an "Engineered Backfill" with an approved Proctor data sheet. Each layer or lift is to be placed evenly, level, and of such a depth that the degree of compaction as required herein may be obtained throughout the entire backfill without exceeding the depth of layer or lift as recommended by the manufacturer of the compaction equipment being used for various soil types encountered or as determined by actual compaction tests of the lift or layer in place. In no case is the method of compaction being used to cause damage to the pipe line or other subsurface structures in the trench, excavation, or adjacent thereto.
3. Each lift or layer must be sufficiently moistened to permit good compaction but not sufficient to cause the backfill material to lump or form a muddy ball when squeezed. Moistening water is to be added only in amount required to achieve optimum moisture content for the type of soil encountered, and must be thoroughly worked into the backfill material before compaction.
4. The backfill material must be thoroughly compacted to a minimum of 100 (%) percent of maximum density throughout the entire depth of the excavation as determined by the Proctor Method, AASHTO T-99. The moisture content of the backfill material in place must not exceed the optimum nor be less than the optimum minus five percent. The obtaining of the correct moisture content is the responsibility of the person doing the trench or excavation backfill. Moisture and density requirements are governed by AASHTO Designation: T-99, including all revisions thereof.
5. Backfill and compaction inspection must be made as required by the City of Carlsbad. The City of Carlsbad is authorized to require backfill moisture density tests for the purpose of determining compliance with the compaction requirements of this section. Such tests are to be made in accordance with the procedures contained in AASHTO Designation No. T- 99, including all revisions thereof, and all costs connected with this testing will be at the expense of the person doing the actual backfill and compaction work.

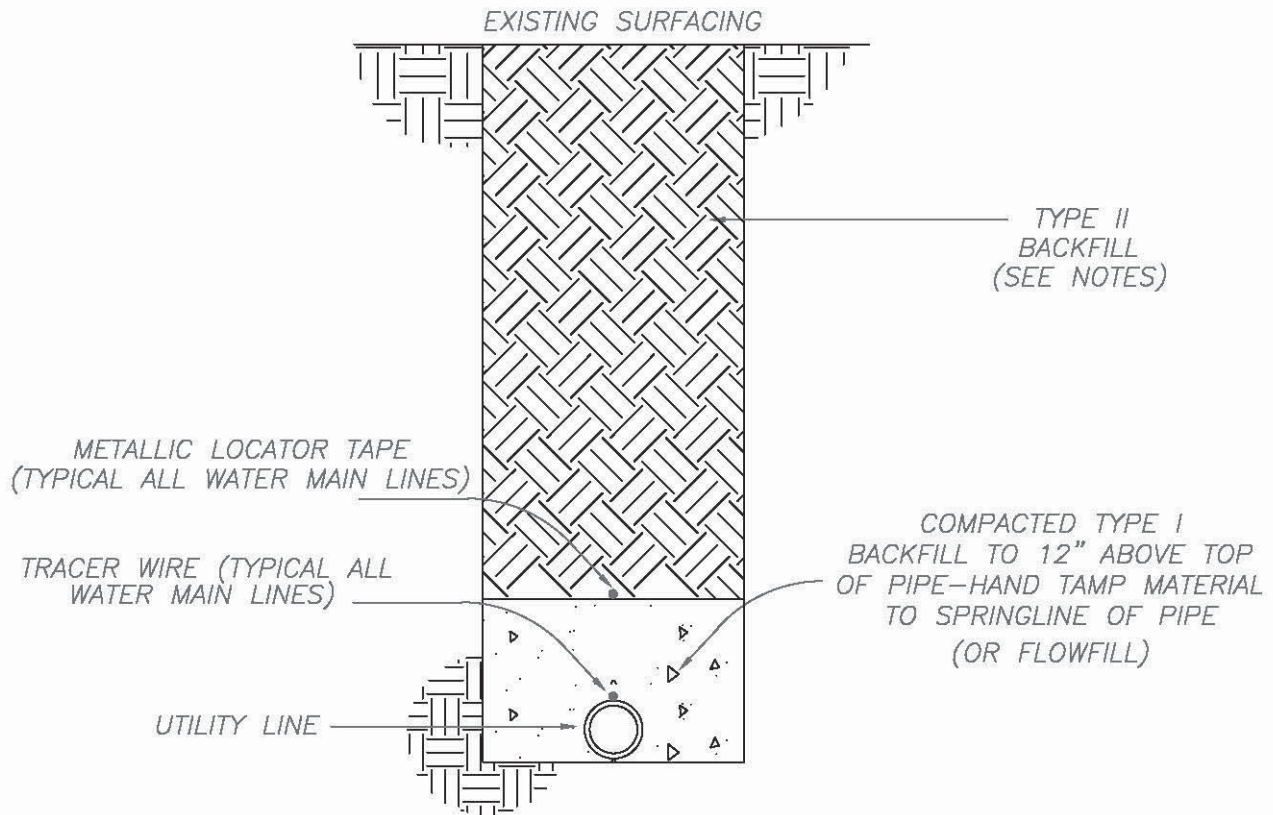
6. In the event the complete backfill fails to meet the density requirements of this section when tested, or otherwise fails as evidenced by settlement of the trenches or excavation, the City of Carlsbad may order the faulty backfill material removed, replaced, and re-compacted to the required density specified herein, and order the replacement of all pavement destroyed or damaged as the result of the backfill failure settlement. The backfill warranty shall be guaranteed for five (5) years and all testing shall be submitted to the City of Carlsbad for acceptance.
7. In the event an applicant fails to comply with the requirements of this section the City of Carlsbad may refuse to permit such applicant to thereafter engage in trenching or excavation.
8. All soil bedding materials used should be non-plastic. Backfill materials may be native soils, however, no material having a maximum individual particle size or agglomeration clod size greater than two and one-half (2 ½) inches shall be placed within twelve (12) inches of utility piping installed and no material larger than six (6) inches in the final backfill zone.

C. Restoration of Surface

1. Upon completion of the backfilling of any excavation, and before resurfacing, the permittee must notify the City of Carlsbad. Placement and the cost of resurfacing will be borne by the applicant. The applicant must keep each excavation safe for pedestrian and vehicular traffic. Applicant will resurface the trench within 3 days of approval by the City of Carlsbad.
2. Acceptance or approval of excavation work or backfilling does not prevent the City from asserting a claim against the applicant for incomplete or defective work if discovered within one year from the completion of the project.

GENERAL UTILITY CONSTRUCTION NOTES

1. BELL HOLES AT JOINTS SHALL BE HAND EXCAVATED TO PROVIDE AMPLE ROOM TO PROPERLY MAKE UP THE JOINT, BUT IN NO CASE SHALL THERE BE MORE THAN 9" OF UNSUPPORTED LENGTH AT EITHER END OF EACH LENGTH OF PIPE.
2. BOTTOM OF TRENCH IS TO BE EXCAVATED TO A SMOOTH, UNIFORM GRADE AND HAND LEVELLED, IF NECESSARY, TO SECURE AN EVEN BEARING SURFACE FOR THE PIPE.
3. TYPE I BACKFILL SHALL BE IMPORTED MATERIAL OR SOILS TAKEN FROM SPOIL BANK WHICH ARE FREE OF RUBBLE AND ORGANIC MATERIAL AND WHERE NO MATERIAL IS GREATER THAN ONE-QUARTER INCH IN DIAMETER. TYPE I BACKFILL SHALL BE COMPACTED TO 95% MAXIMUM DENSITY PER AASHTO T-99.
4. TYPE II BACKFILL SHALL BE TAKEN FROM SPOIL BANK, IF FREE OF RUBBLE AND ORGANIC MATERIAL, AND COMPACTED TO 95% MAXIMUM DENSITY PER AASHTO T-99



**TYPICAL BACKFILL & TRENCH DETAILS**

NON PAVED ROADS AND ALLEYS

**ARTICLE 5**  
**STANDARD SPECIFICATION**  
**FOR THE CONSTRUCTION OF ALLEYS**

**1. General**

Alleys are considered public rights-of-way, used primarily for public utility provision. The following specifications shall govern the construction and/or alteration of alleys within the City of Carlsbad. In addition, all definitions and requirements regarding alleys, as stipulated in the Subdivision Ordinance, shall also apply. Compliance with Article 1 – General Statement of Policies and Specifications of these specifications is mandatory.

**2. Alley Widths**

- A. The alley width shall be measured between the property lines of the abutting properties and shall be a minimum of twenty-feet (20') in width in residential, commercial and industrially-zoned areas.
- B. Minimum alley widths shall be maintained at all times. In instances where wider alleys are necessary, the full width shall be maintained at all times. The location and widths of alleys shall be illustrated on all subdivision plats.

**3. Engineering Data**

- A. Grade, Drainage, & Utility Report - All stipulations of Section IV, Article II - Engineering Data, as listed under the Standard Specifications for Streets and Street Related Construction, shall apply to this section. The following requirements shall also apply:
  - 1. Use of inverted crown - Inverted crowns will be required in all paved alleys. In cases where inverted crown construction is impossible, a regular crown section will be allowed. In no instance will drainage be designed to flow onto private property. All grades and drainage shall be designed in such a way as to insure complete drainage from private yard to alley and alley to street. In the case of unpaved alleys, a regular crown section will be required. Paved alleys with a minimum grade of less than 0.30% shall have a valley gutter.
  - 2. Paving of alleys – Alleys may have an asphalt or concrete driving surface but shall, at a minimum, have a six-inch (6") thick base course surface from edge of right-of-way to edge of right-of-way. In all cases, an alley to be

paved shall be paved for its entire block length. In no case will a part or section of an alley be paved where other sections are left unpaved.

3. All alleys in commercial and industrially-zoned areas and any alleys used for drainage ways shall be paved.

#### **4. *Standard Specifications***

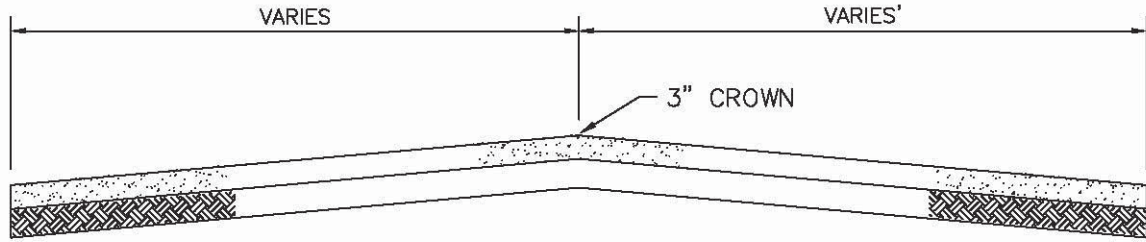
A. All alleys shall be built in accordance with the following Standard Specifications:

1. Alley Entrances - A drive entrance (alley pad) will be required at the entrance or exit of all alleys and shall conform to the typical details as illustrated. Due to difficult or unusual site conditions, the engineer or developer may submit a different detail for approval by the City Engineer. All alley pads shall be 8" thick, 3000 PSI concrete.
3. All alley pads and access across alleys shall meet all ADA accessibility requirements.
4. Where sidewalks exist or are required with new development, the sidewalk shall extend across the alley, considered part of the alley pad.
5. If a new subdivision adjoins (abuts) a previously developed alley that does not have alley pads or sidewalks, the new development shall add an alley pad or sidewalk in those adjoining alleys.

B. Typical Sections

Typical sections for alley construction shall be as illustrated in the Standard Details for Alley Construction. Other layouts may be submitted to the City of Carlsbad for approval.

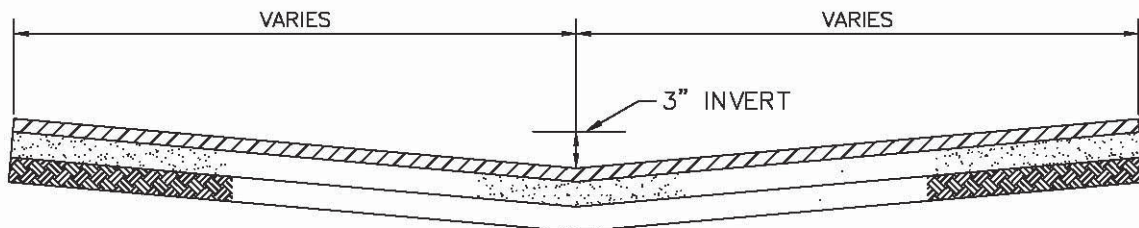
## UNPAVED ALLEY



6" II-B BASE COURSE AT 96% AASHTO T 180  
SUBGRADE PREP. AT 100% AASHTO T 99

## PAVED ALLEY (INVERT SECTION)

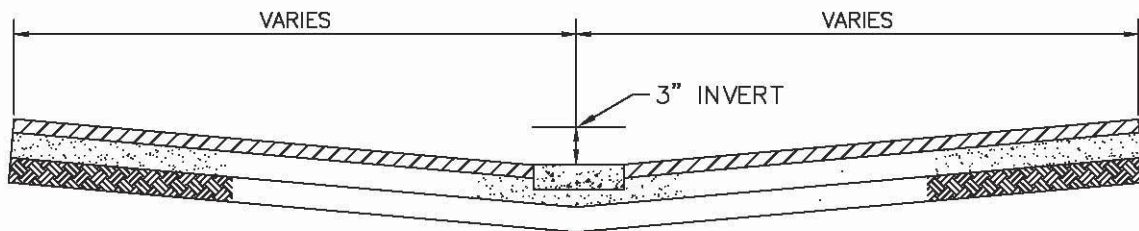
ALLEY SLOPE GREATER THAN 0.30%



2" P.M.B.P. I-B AT 92%–96% MAX. DENSITY  
6" II-B BASE COURSE AT 96% AASHTO T 180  
SUBGRADE PREP. AT 100% AASHTO T 99

## PAVED ALLEY (VALLEY GUTTER SECTION)

ALLEY SLOPE LESS THAN 0.30%



2" P.M.B.P. I-B AT 92%–96% MAX. DENSITY  
6" II-B BASE COURSE AT 96% AASHTO T 180  
SUBGRADE PREP. AT 100% AASHTO T 99  
6" x 24" VALLEY GUTTER

**ALLEY DETAILS**



**ARTICLE 6**  
**STANDARD SPECIFICATIONS**  
**FOR SIDEWALK, FILLET AND DRIVEPAD CONSTRUCTION**

**1. General**

This Section addresses the placement, replacement and/or removal of sidewalks, fillets and drivepads within the public rights-of-way of the City of Carlsbad. Subgrade preparation, placement of sidewalk, fillets and drivepads, location of sidewalks, fillets, and drivepads, and grades for sidewalks, fillets and drivepads shall be as described below. Compliance with Article I – General Statement of Policies and Specifications of these specifications is mandatory. All construction shall meet or exceed American Disabilities Act (ADA) requirements.

**2. Policies Regarding Sidewalk and Drivepad Construction**

A. Engineering Requirements - Accompanying all applications for sidewalk, fillet and drivepad construction shall be an engineering plan. The City of Carlsbad may require that the plan illustrate existing and proposed grades of the curb and gutter and streets. No permits for construction shall be issued until such information has been provided and approved by the City Engineer.

**3. Standard Specification for Placement of Sidewalk**

A. Location - All sidewalks shall be located per the Subdivision Ordinance, which states:

1. Residential lots within the city-limits regardless of size, and residential lots outside the city limits of one-half acre or less in size, shall have concrete sidewalks a minimum of **Five (5)** feet wide and four inches thick (See Illustration 10). Sidewalks shall be placed directly adjacent to the back of curb and gutter or directly adjacent to the property line within the right-of-way and the location of sidewalks shall be consistent within the proposed development. Where a variance is approved from the required provision of sidewalks, an ADA compliant, alternative route to the nearest bus stop or school is required.
2. Commercial lots shall have sidewalks a minimum of **Five (5)** feet wide and four inches thick within, or adjacent to, the right-of-way or within, or adjacent to, the property line where pedestrian activity is planned.

Corners of sidewalks shall be constructed to meet ADA standards and sidewalks at street intersections shall have ADA compliant ramps and crosswalks. Sidewalks shall be constructed at the time of development and cracked sidewalks shall be replaced prior to issuance of a Certificate of Occupancy. Where a variance is approved from the required provision of sidewalks, an ADA compliant, alternative route is required.

3. **If drive pads will not be installed because mountable curb is used then the sidewalk thickness shall be increased to six inches (6") thick for the entire length of sidewalk.**

- B. Grades for Sidewalks - All sidewalks shall slope 1/4" for each foot of width. The sidewalk shall slope toward the street. Sidewalks shall be constructed at an elevation of 1/4" (1:50 cross slope) vertically for each foot of sidewalk as illustrated on the details. This stipulation may be waived by the City of Carlsbad in areas where topographical features will not allow for such slopes.
- C. If an obstruction is located in the sidewalk, (utility pole, mailbox, etc.) a minimum 4' clearance must be maintained at the obstruction along the sidewalk and conform to all current ADA standards.
- D. All concrete sidewalks, drivepads, fillets, etc. must be protected from freezing for a minimum of four (4) days.
- E. Developments on corner lots shall be required to construct or reconstruct existing fillets and sidewalks to comply with ADA requirements.
- F. Any sidewalk or other pedestrian pathway removed for any reason, shall be replaced with an ADA approved surface within fourteen (14) calendar days, unless otherwise approved by the City of Carlsbad.
- G. During sidewalk construction or reconstruction, signage shall be provided to direct pedestrians to the nearest open sidewalk.

#### **4. *Standard Specifications for Placement of Drivepads***

- A. Location - All drivepads shall be located per the this Document, which states:
  - 1. Drivepads shall be constructed for all residential and commercial development. All drivepads shall meet ADA standards, including 1:48 cross slope and 1:20 running slope in direction of travel. The drivepad must rise to the level of the top of the curb before tying into existing grades, which forces storm water to remain in the roadway.

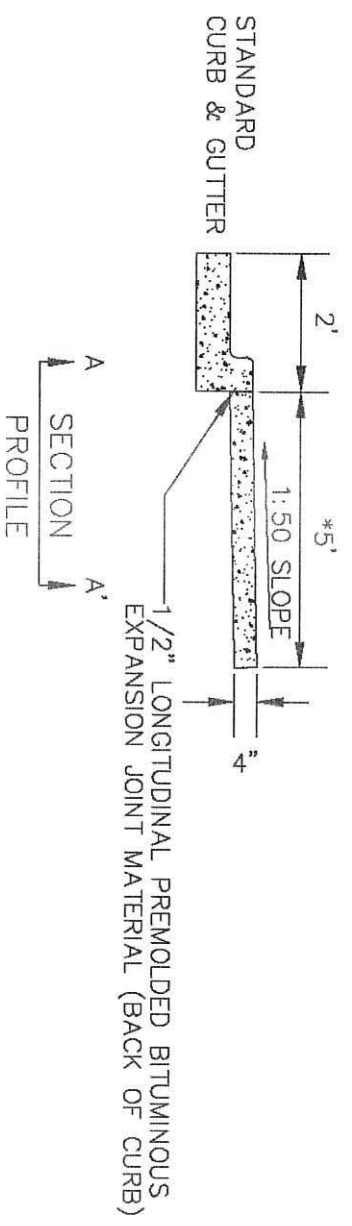
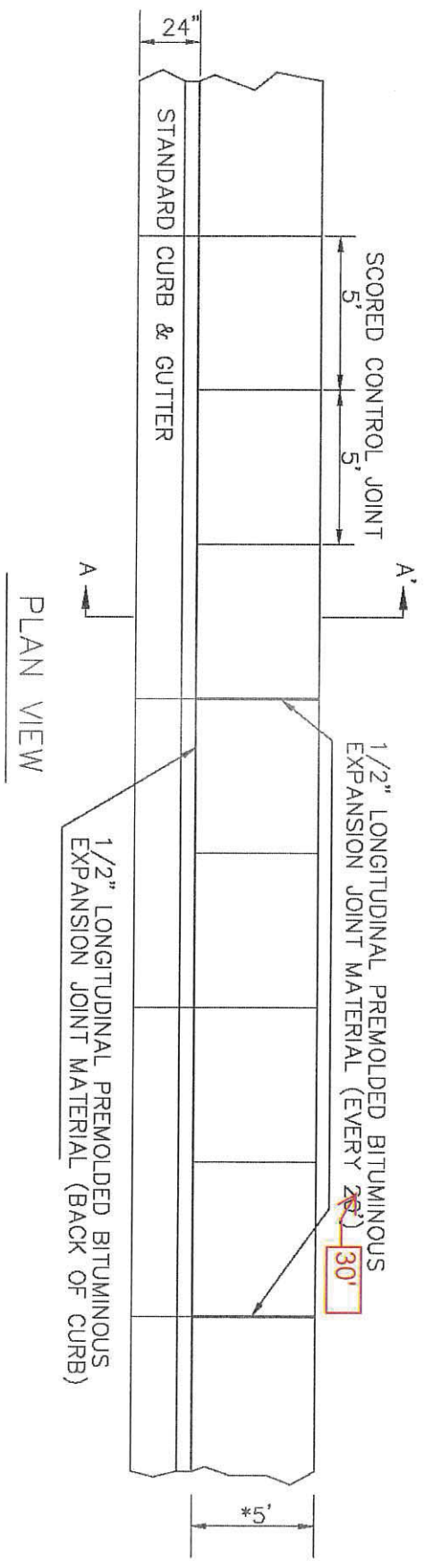
- a. Residential development – driveways shall be paved with **reinforced** concrete a minimum of six inches thick or asphalt a minimum of four inches thick and shall be a minimum of twelve (12) feet wide.
  - b. Commercial Development - driveways shall be a minimum of twenty- four (24) feet wide and a maximum of forty (40) feet long and a minimum of six inches thick for **reinforced** concrete or four inches thick for asphalt. Main access points for shopping centers shall be a minimum of thirty (30) feet in width.
2. Corner Lots - Driveways shall be located as follows:

STREET TYPE	DRIVEPAD LOCATION
Local Street	20' from the curb return
Collector Road	40' from the curb return
Minor Arterial	50' from the curb return
Major Arterial	50' from the curb return

3. Width & Section - All driveways will be constructed to the back of sidewalk or to the property line, whichever is less. Driveways shall not be wider than 40' and may not be placed closer than 20' from any curb return. Applicants may submit alternate driveway section for approval by the City Engineer. All driveways shall meet all ADA accessibility requirements. All driveways shall slope 1/4" (1:50 cross slope) for each foot of width across the pedestrian travel path.
4. **If drive pads will not be installed because mountable curb is used then the sidewalk thickness shall be increased to six inches (6") thick for the entire length of the sidewalk.**

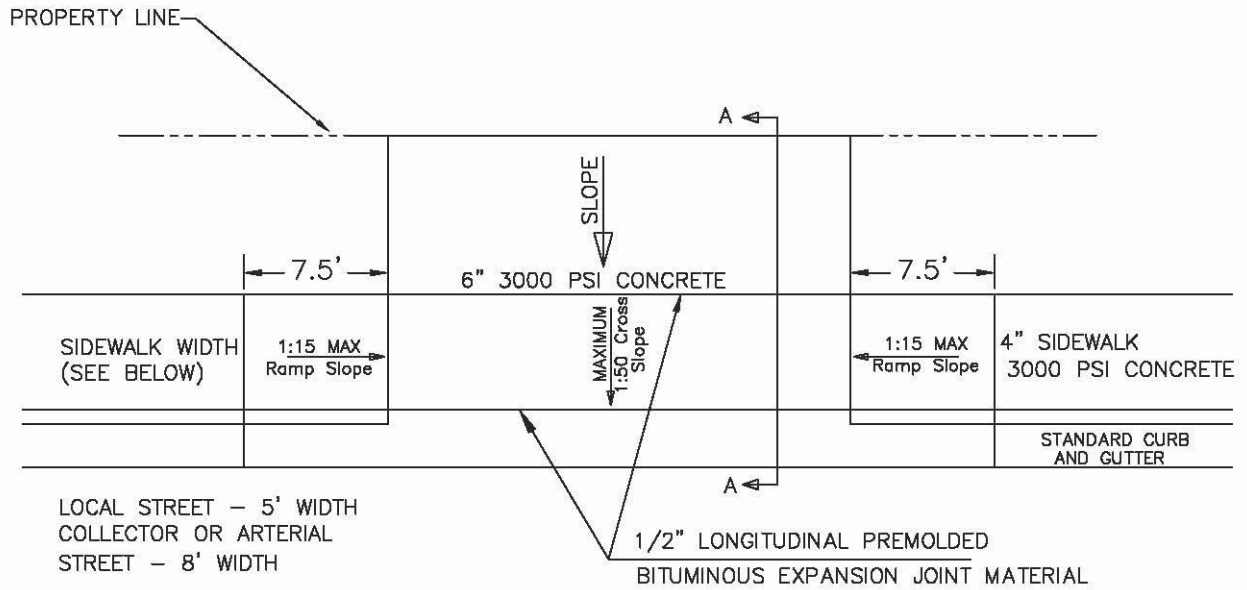
**5. Standard Specification for Placement of Concrete Fillets**

Fillets shall be a minimum of 6" thick and **reinforced** & shall meet all ADA specifications. Developments on corner lots shall be required to construct or reconstruct existing fillets and sidewalks to comply with ADA requirements.

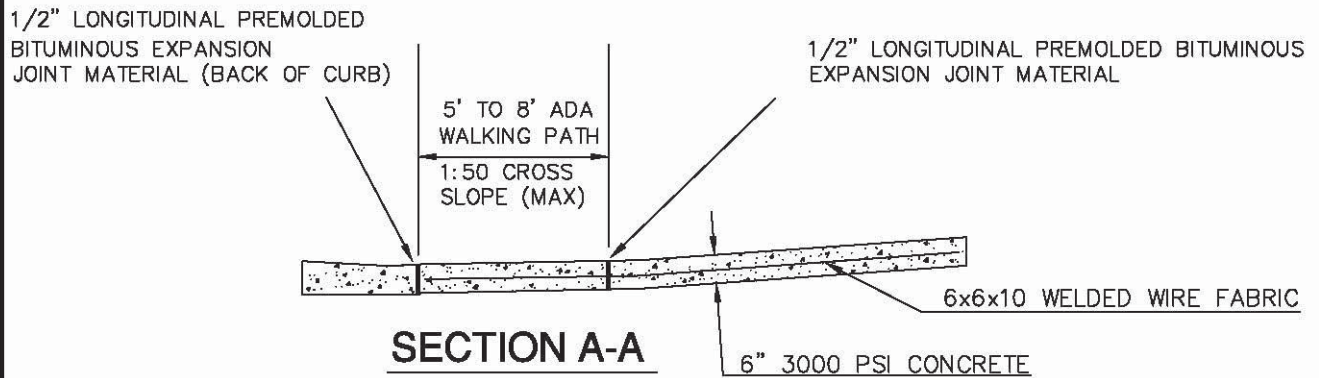


## 4" - 3000 PSI CONCRETE SIDEWALK

1:50 CROSS SLOPE IS TYPICAL OF SIDEWALK AT ANY LOCATION (MUST MEET ADA PROWAG STANDARDS)  
 \* SIDEWALK WIDTH FOR LOCAL STREETS IS 5' AND 8' FOR COLLECTOR AND ARTERIAL STREETS  
 A 5' SIDEWALK IS PERMITTED FOR COLLECTOR AND ARTERIAL STREETS IF IT IS LOCATED AT THE ROW LINE.



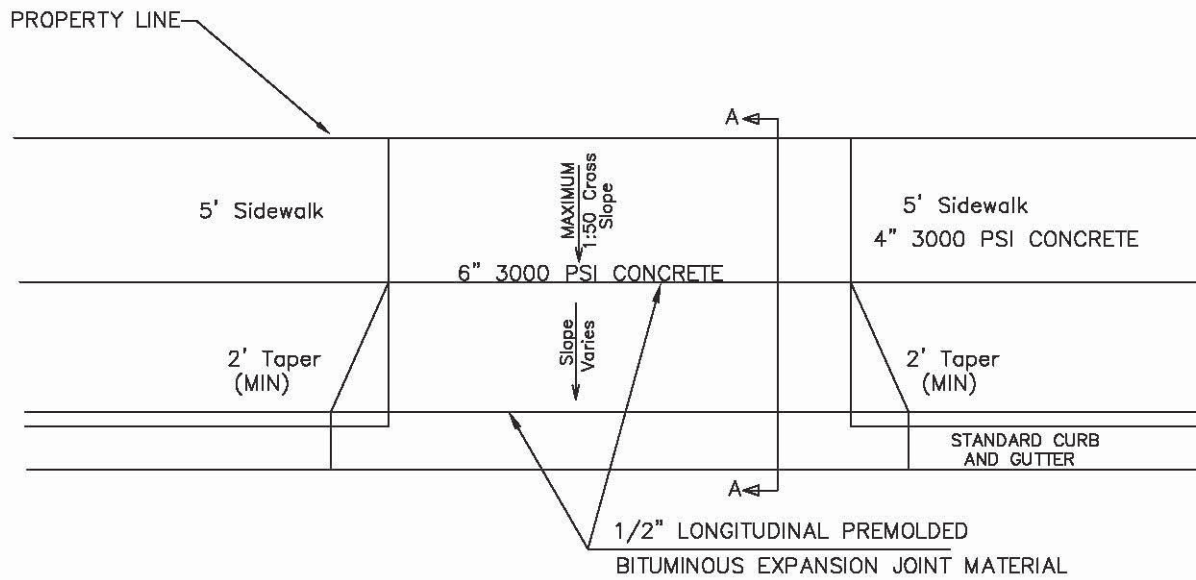
**PLAN VIEW**



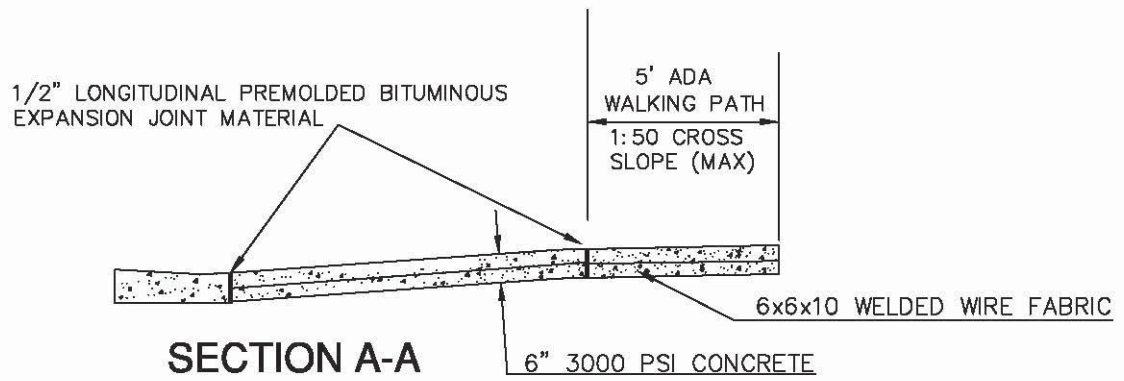
**SECTION A-A**

**DRIVE PAD DETAIL  
SIDEWALK AT THE BACK OF CURB**

6" 3000 PSI CONCRETE



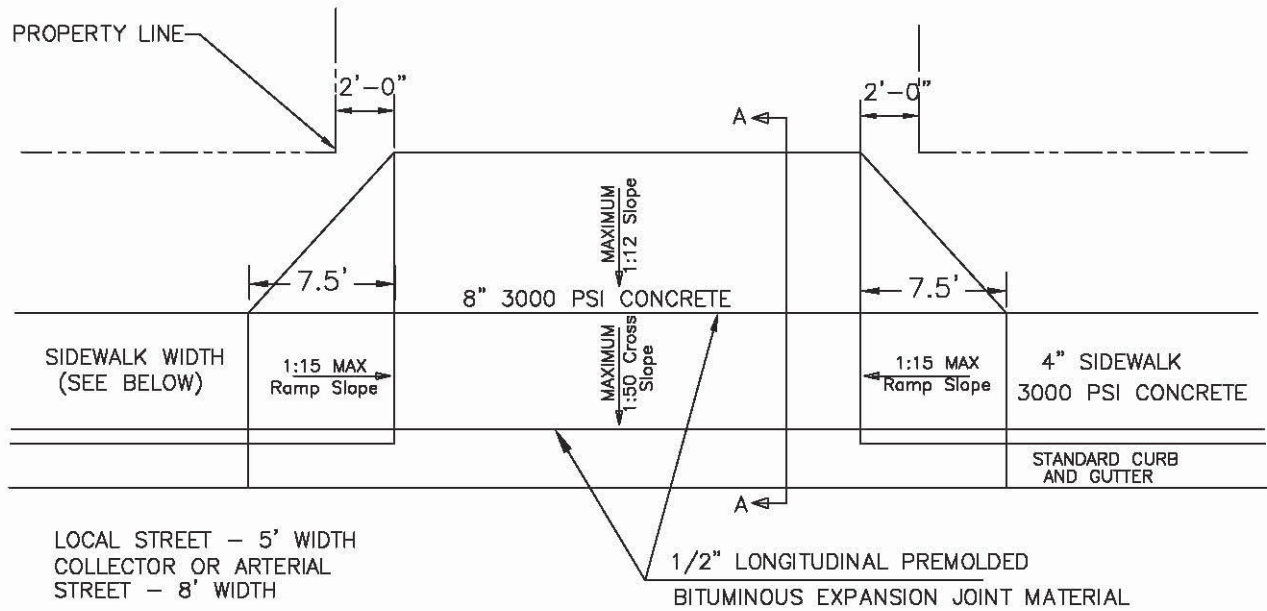
**PLAN VIEW**



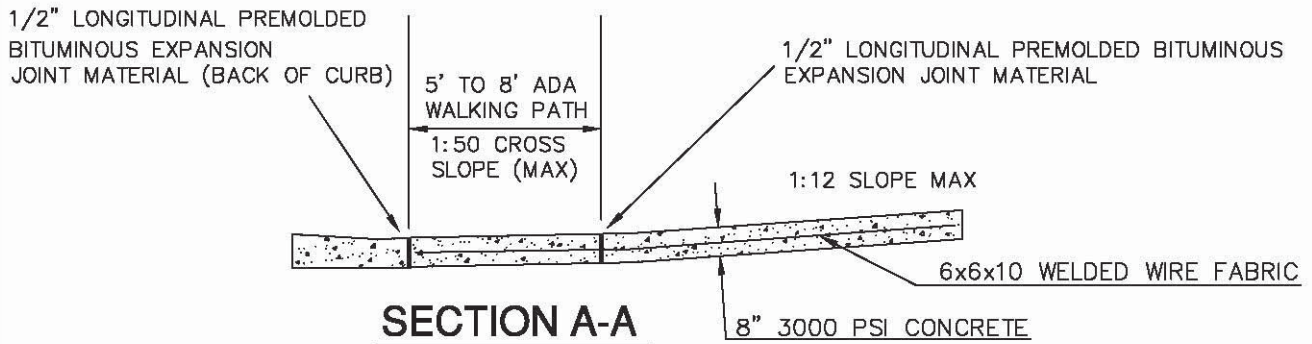
**DRIVE PAD DETAIL  
SIDEWALK AT THE RIGHT-OF-WAY LINE**

6" 3000 PSI CONCRETE

ARTICLE 6



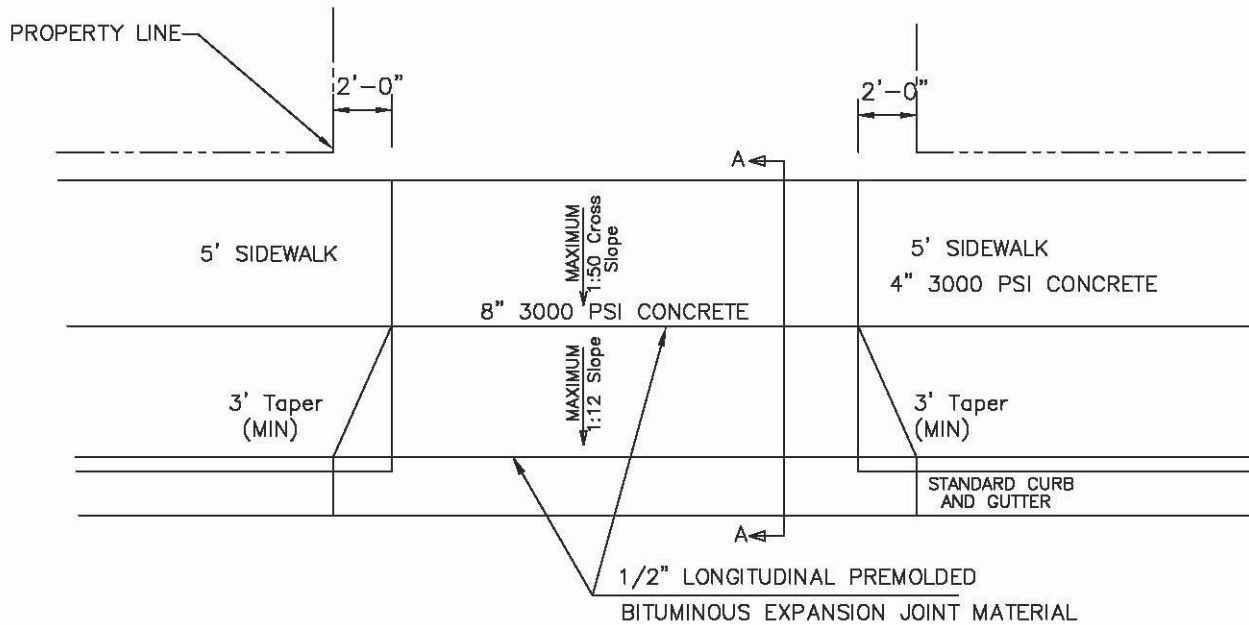
**PLAN VIEW**



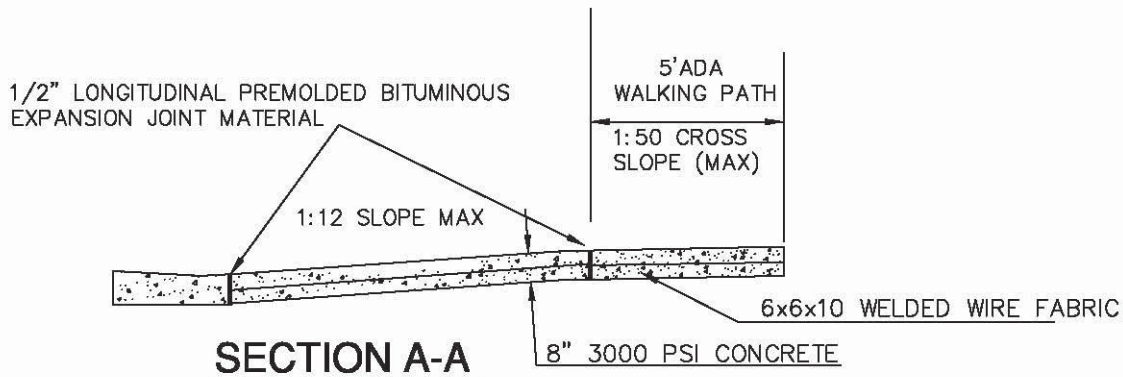
**ALLEY PAD DETAIL  
SIDEWALK AT THE BACK OF CURB**

8" 3000 PSI CONCRETE

ARTICLE 6



**PLAN VIEW**

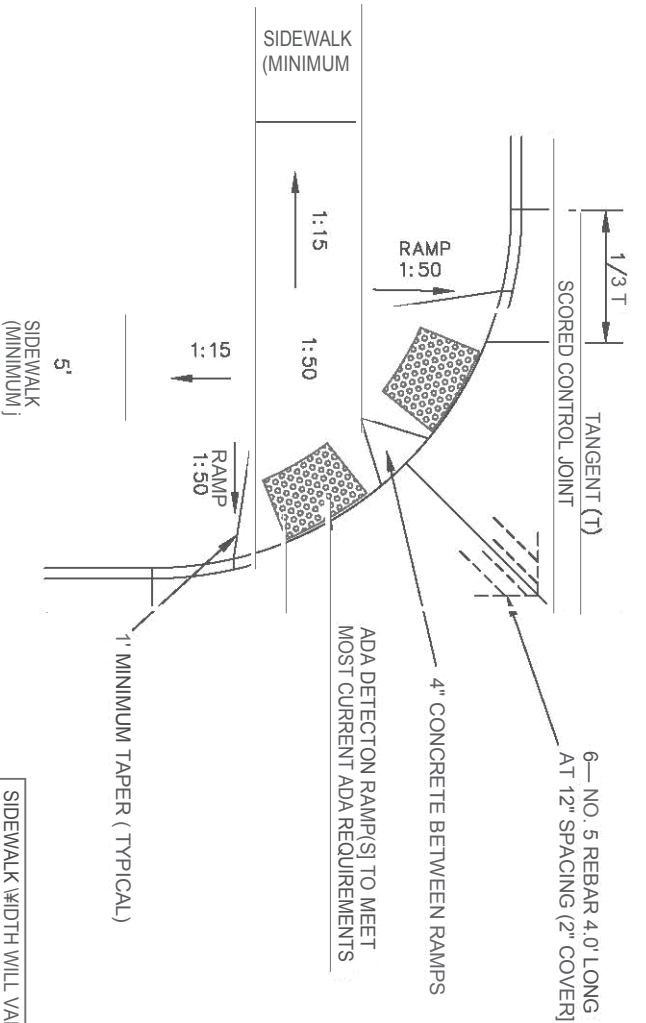


**ALLEY PAD DETAIL  
SIDEWALK AT THE RIGHT-OF-WAY LINE**

8" 3000 PSI CONCRETE

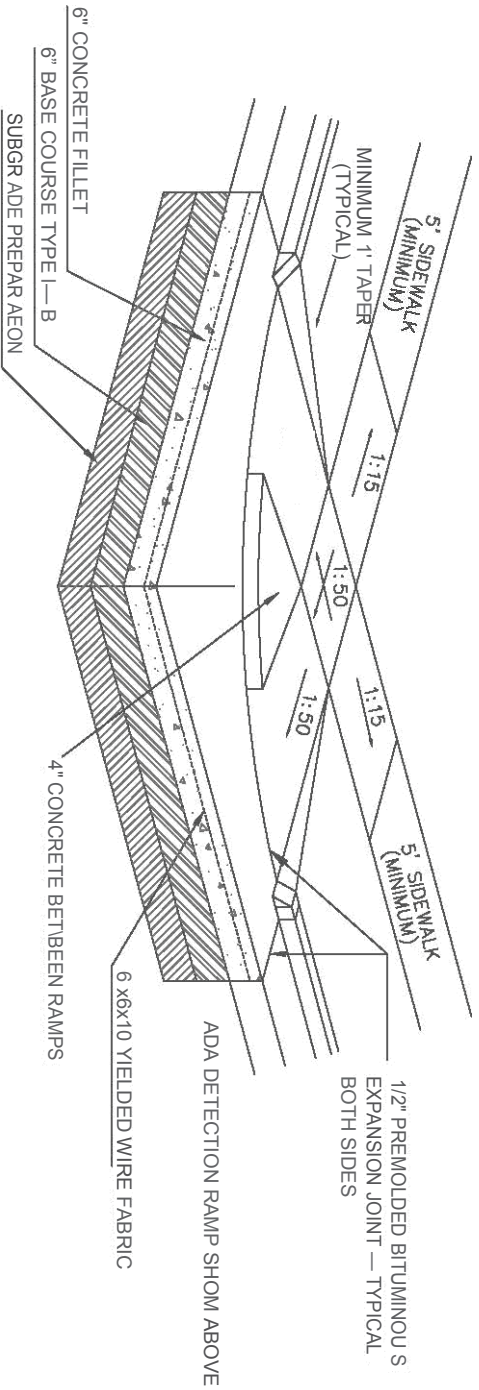
ARTICLE 6





SIDEWALK WIDTH WILL VARY DEPENDING ON THE STREET CLASSIFICATION

**TYPICAL CONCRETE FILLET DETAIL-PLAN**  
**SIDEWALKS AT THE RIGHT-OF-WAY-LINE**



**TYPICAL CONCRETE FILLET DETAIL-SECTION**  
**SIDEWALKS AT THE RIGHT-OF-WAY-LINE**

THIS IS A TYPICAL DETAIL. ENGINEER/DEVELOPER MAY SUBMIT A SITE SPECIFIC DETAIL.

**ARTICLE 7**  
**STANDARD SPECIFICATION FOR CURB CONSTRUCTION, CUTS AND**  
**REPLACEMENT**

**1. General**

This section addresses the removal and replacement of curb and gutter sections as defined below. No work or alteration to existing curbs will be allowed without compliance with Article 1 – General Statement of Policies and Specifications.

**2. Engineering Data**

A. Engineering Plan - The plan for the proposed curb construction, including cuts, shall illustrate all existing and proposed curb section elevations. The grade of the replacement section shall be such that it is continuous with the existing sections to which it is being tied. Any existing utilities in the area shall be noted on the engineering plan.

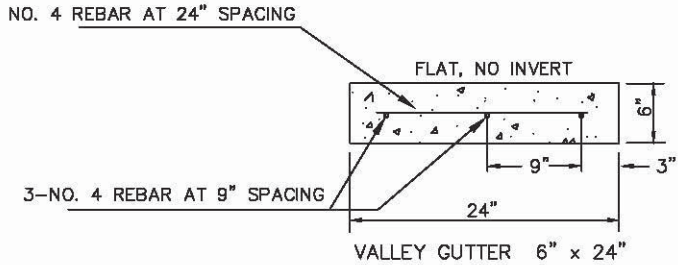
**3. Standard Specifications for Curb Cuts**

A. Curb Removal - The procedures for curb removal shall be as follows:

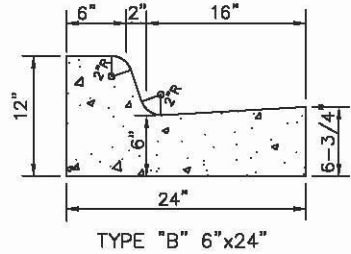
1. Refer to drivepad placement notes in Article 6 for location of drivepads and limits of respective curb removals.
2. The entire section of curb, (i.e. the standup section and gutter section) shall be removed. The breaking off of only the standup section shall not be allowed. The section that is removed shall be properly disposed of by the contractor or owner and shall not be left on the site of the construction or placed in trash bins or receptacles.

B. Replacing Curb and Gutter

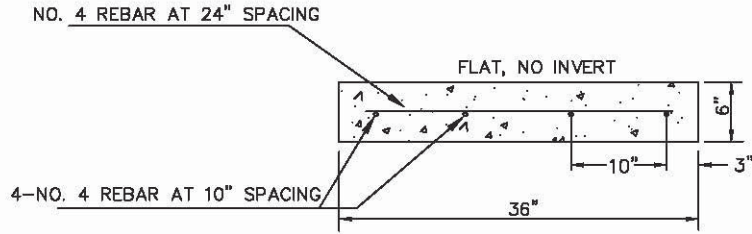
1. The section to be replaced shall be in accordance with these Standard Specifications. The replacement section shall conform to the typical sections illustrated in these specifications.
2. All concrete curb and gutter must be protected from freezing for a minimum of four (4) days.
3. Any curbing removed for any reason, shall be replaced within fourteen (14) calendar days, unless otherwise approved by the City of Carlsbad.



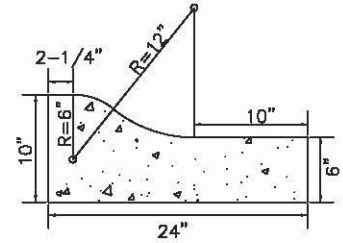
CONCRETE VALLEY GUTTER-24"  
 EXPANSION JOINT EVERY 25'  
 SCORED CONTROL JOINT EVERY 10'



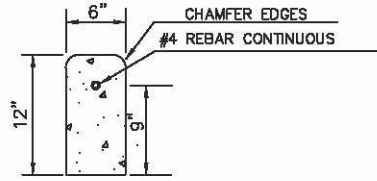
TYPE "B" 6"x24"  
STANDARD CONCRETE CURB & GUTTER-24"



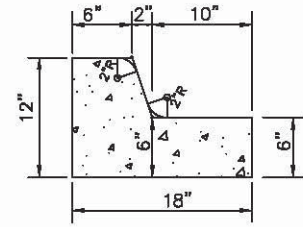
CONCRETE VALLEY GUTTER-36"  
 EXPANSION JOINT EVERY 25'  
 SCORED CONTROL JOINT EVERY 10'



MOUNTABLE CURB AND GUTTER-24"



HEADER CURB  
6" x 12"



STANDARD CONCRETE CURB & GUTTER-18"

OTHER VARIATIONS FOR CURBING SHALL BE SUBMITTED FOR APPROVAL BY THE CITY.  
 STANDARD CURB & GUTTER/VALLEY GUTTER/ HEADER CURB

**ARTICLE 8**  
**STANDARD SPECIFICATION FOR UTILITIES**

**1. *Interruption of Service and Notice***

- A. Prior to beginning any utility work, except for emergency repairs, the Contractor shall be required to obtain the appropriate permit(s) at the Planning, Engineering & Regulation Department. All work performed within the Public Right-Of-Way requires that all permits, fees and approvals be obtained prior to construction.
- B. The Utility Contractor shall be responsible for all construction permits for the work site.
- C. The Utility Contractor shall notify the City of Carlsbad and adjacent property owners at least forty-eight (48) hours in advance of the start of construction.
- D. All utility extensions to be dedicated to the City shall be designed by a Licensed Professional Engineer registered in the State of New Mexico.
- E. The City of Carlsbad may require confirmation testing at any time during the construction. This cost will be the responsibility of the Contractor.
- F. Prior to acceptance of the utility by the City, a letter of completion, signed by a Licensed Professional Engineer registered in the State of New Mexico, indicating that the Utility Contractor has met his or her obligations shall be submitted to the City.
- G. The Utility Contractor shall make himself or herself aware of current OSHA requirements concerning trench widths and depths. If the trench width requires special bedding or higher strength pipe, the Contractor shall provide these at his or her own expense.

**2. *Connection to Existing Infrastructure System(s)***

- A. Prior to starting any work involving connections to the existing infrastructure system, the Contractor shall notify the City of Carlsbad Utilities Department.
- B. Replacement of paving following backfill shall take place within three (3) days and consist of materials equal to or better than the original paving.
- C. Sewer service is considered private from the sewer main tap or stubout to the house or structure. Water service is considered private from the water meter to the house.

- D. Service lines - Upon payment to the City for the requested water service and meter, the City will tap the water main, install the service line and the water meter. The City will then charge the contractor/developer for time and materials.

**3. *Public Convenience and Access***

- A. The Contractor shall conduct and schedule work in order to minimize traffic obstructions and other inconveniences to the public. Testing, purging, transfer of service and backfill of each section of line shall immediately follow the installation.
- B. The Contractor shall provide traffic control for the duration of the project in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. The Contractor shall submit a Traffic Control Plan to the City of Carlsbad a minimum of fourteen (14) calendar days prior to beginning the project.

**4. *Source of Supply and Quality of Materials***

All materials used in the construction of the work are to be furnished by the Contractor at his own expense. These Specifications require all materials to be new and unused and utilized in such a manner as to produce completed construction that is authorized and acceptable in every detail. Only materials conforming to the requirements of these Specifications will be accepted and used in the work. Materials shall be stored to insure the preservation of their quality and fitness for the work.

**5. *Railroad and State Highway Crossings***

Railroad, NMDOT, and County (if applicable) Highway crossings or parallel installments, shall be in conformance with Railroad, Highway and County specifications. Contractors shall furnish the City of Carlsbad an approved permit application for the crossings.

**6. *Utility Stubouts***

If the utility is located under a paved surface, the utility shall be stubbed out to the property line and marked electronically for future location, at the Contractor's expense. If possible during the construction sequence, the contractor shall "stamp" the new curb & gutter at the crossing location with the appropriate symbol for the utility.

**7. *Construction Notes***

- A. Layout of Work: The Utility Contractor shall be responsible for adherence to the lines and grades of the plans and profiles as designed by the Engineer.
- B. Cleanup: The Contractor shall maintain and leave the project in a clean and neat

condition.

- C. Density Failures: The cost of all density failures and retests shall be borne by the Contractor. All density failures shall be retested and the accompanying passing density test shall be submitted to the City.
- D. "As Built/Record" Drawings: The Contractor shall prepare an accurate set of "As Built/Record" drawings **and include all testing results and reports** for all work performed in public rights-of-way and for all work to be dedicated to the City. The Contractor shall record thereon the locations, depth, size, type of material, any other pertinent data, and all changes made in the work that differ from the approved construction drawings. Prior to acceptance of the project by the City, the Contractor shall provide: two (2) hard copies, one (1) PDF file, and one (CAD) file.

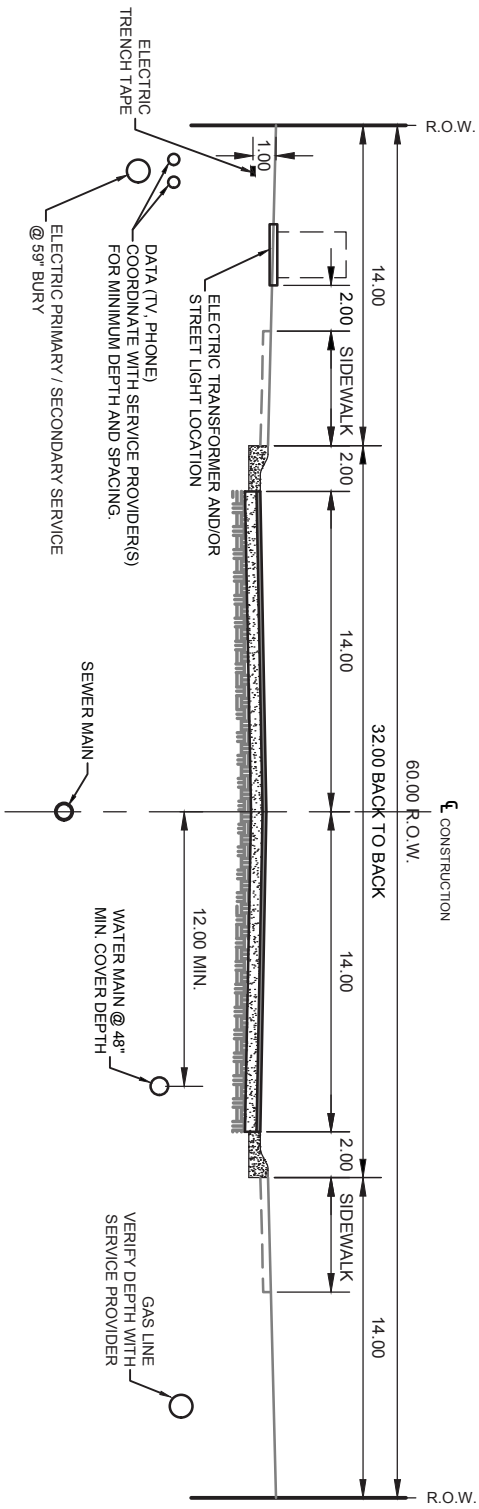
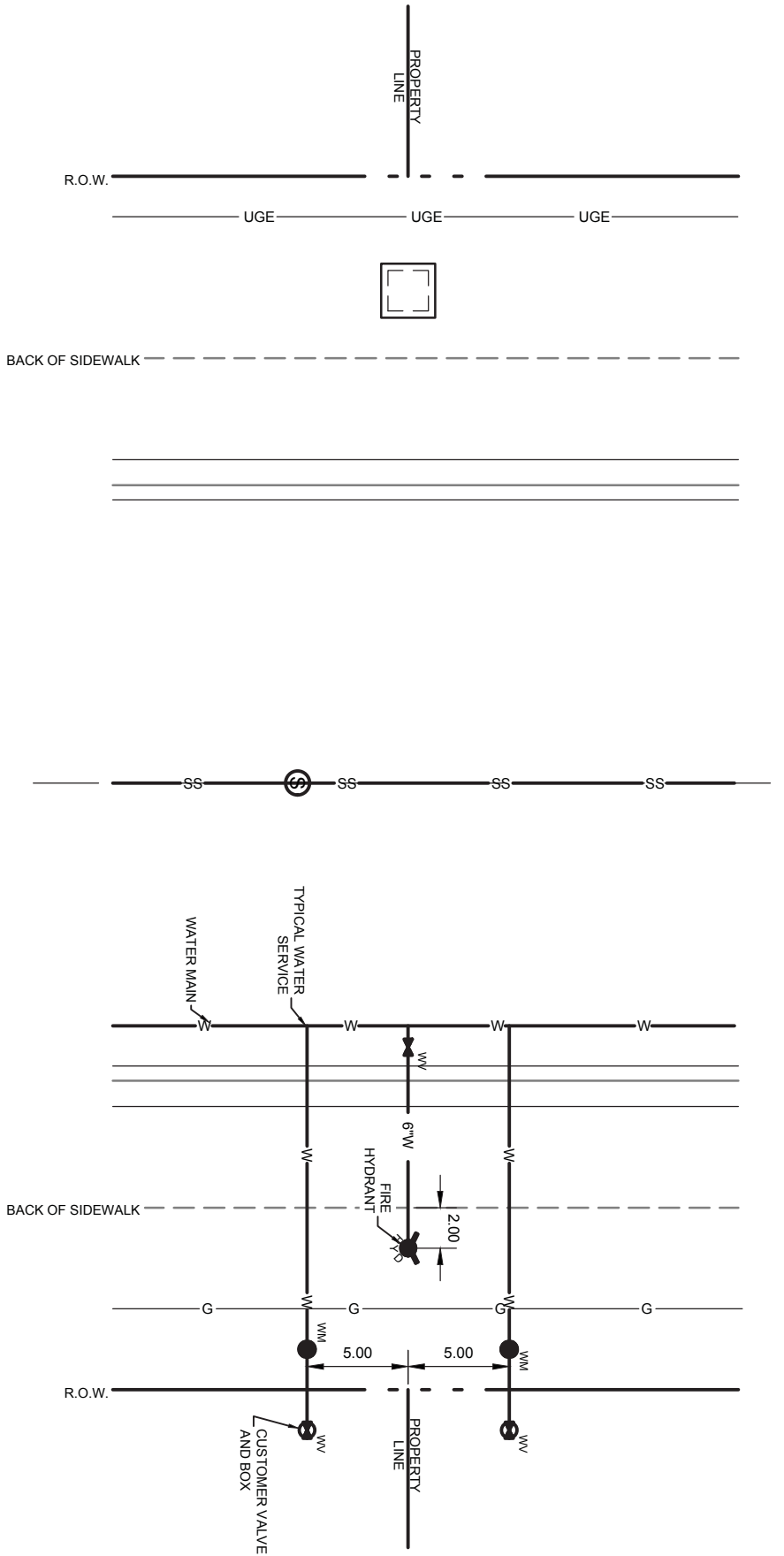
**8. Utility Service Line on Replats**

- A. When a replat of property necessitates additional utility locations, relocations or new stubouts, the City's policy is:
  - 1. The developer shall submit to the City a plan, prepared by a Licensed Professional Engineer registered in the State of New Mexico, which details the changes. The plan shall be reviewed and approved by the City prior to the changes being made.
  - 2. Fire hydrants shall be located within the public right-of-way and adjacent to new lot lines.
  - 3. The above shall be accomplished at the developer's expense.
  - 4. These provisions apply to all utilities regardless of the owner.

**9. Tracer Wire Specifications**

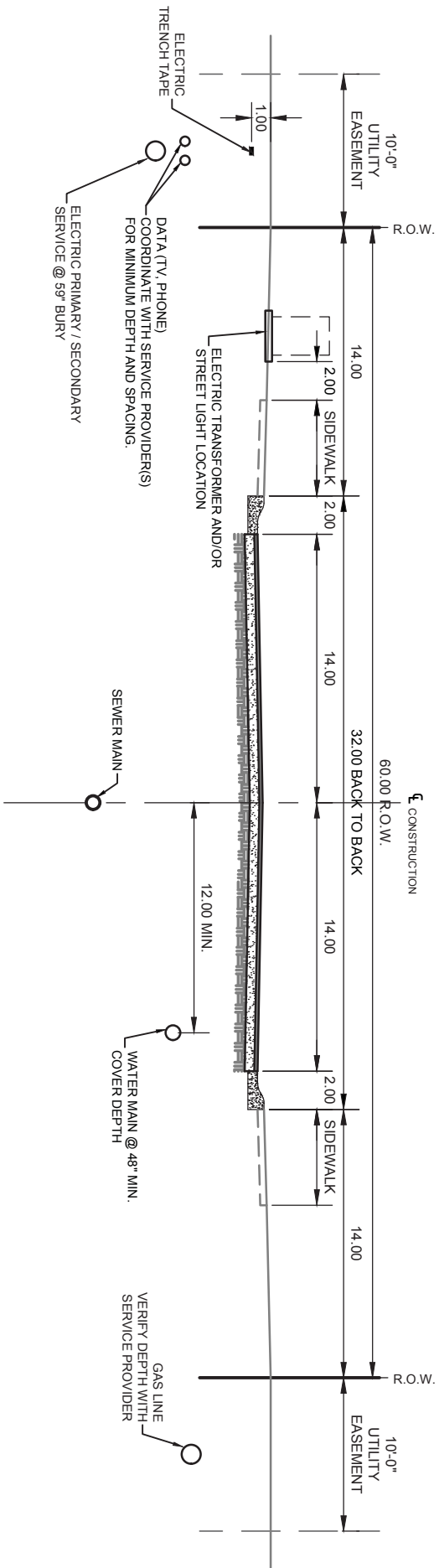
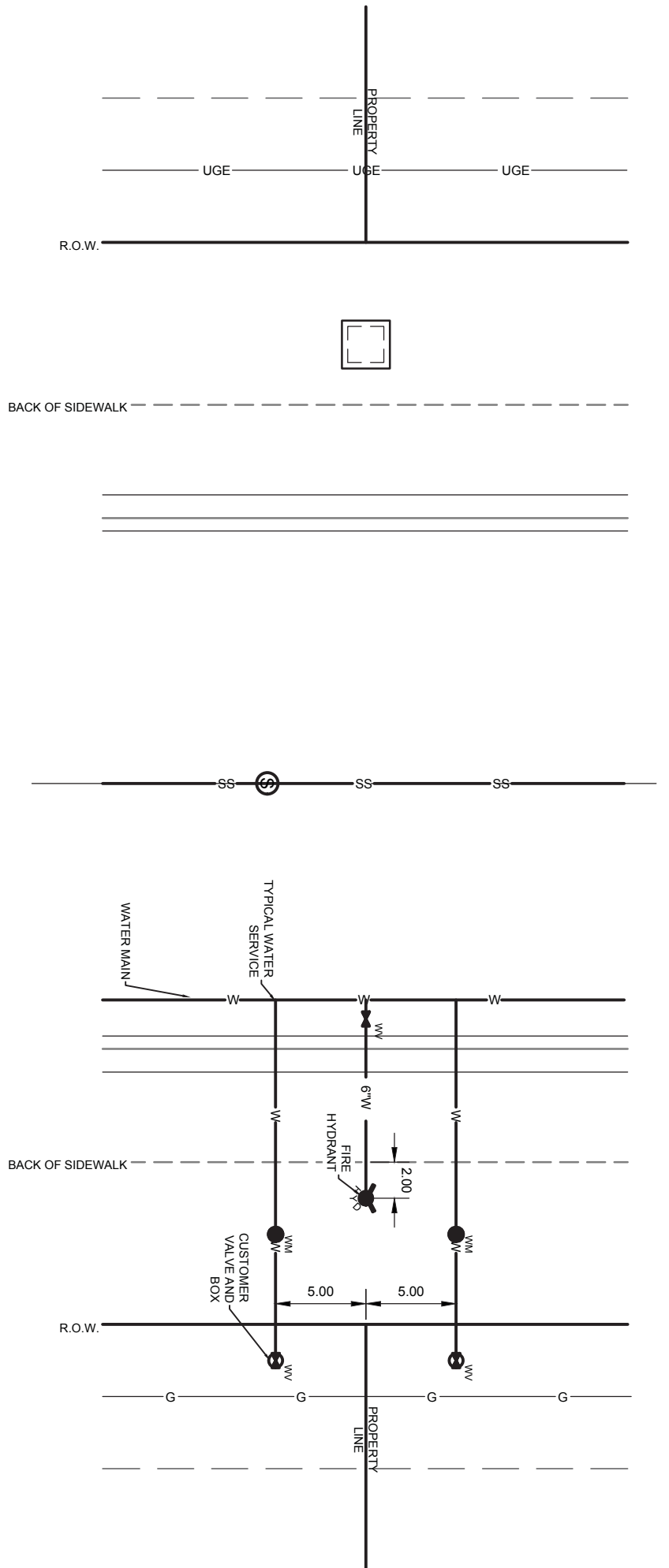
- 1. All Trace wire and Trace wire products shall be domestically manufactured in the USA.
- 2. All Trace wire shall have an HDPE insulation intended for direct bury, color coated per APWA standard for specific utility being marked.
- 3. Open Trench-Trace wire shall be #12 AWG Copper Clad Steel, High Strength with minimum 450 lb. break load, minimum 30 mil HDPE insulation thickness.
- 4. Direct bury connections- shall include 3-way lockable connectors and a mainline to lateral lug shall be dielectric silicon filled to seal out moisture and corrosion, and shall be installed in a manner so as to prevent any uninsulated wire exposure.

5. Tracer wire shall be installed on all new sewer service and main lines, regardless of size. Tracer Boxes shall be a Snake Pit Magnetized Tracer Box, Roadway Box or approved equal and shall be installed outside the street pavement but within the road right-of-way as near as possible to the manhole or as directed by the City of Carlsbad. A 6" concrete collar (same as water valve box) shall be installed at the tracer box.
6. Grounding of trace wire shall be achieved by use of drive magnesium grounding anode with a minimum of 20 ft of #12 Red HDPE insulated copper clad steel wire connected to anode (minimum 1.5lb) specifically for manufactured for this purpose and buried at the same elevation as the utility.
7. Grounding anode wire shall be connected to the identified terminal on all access boxes.
8. Testing of all new trace wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the contractor, engineer and facility owner prior to acceptance of ownership.

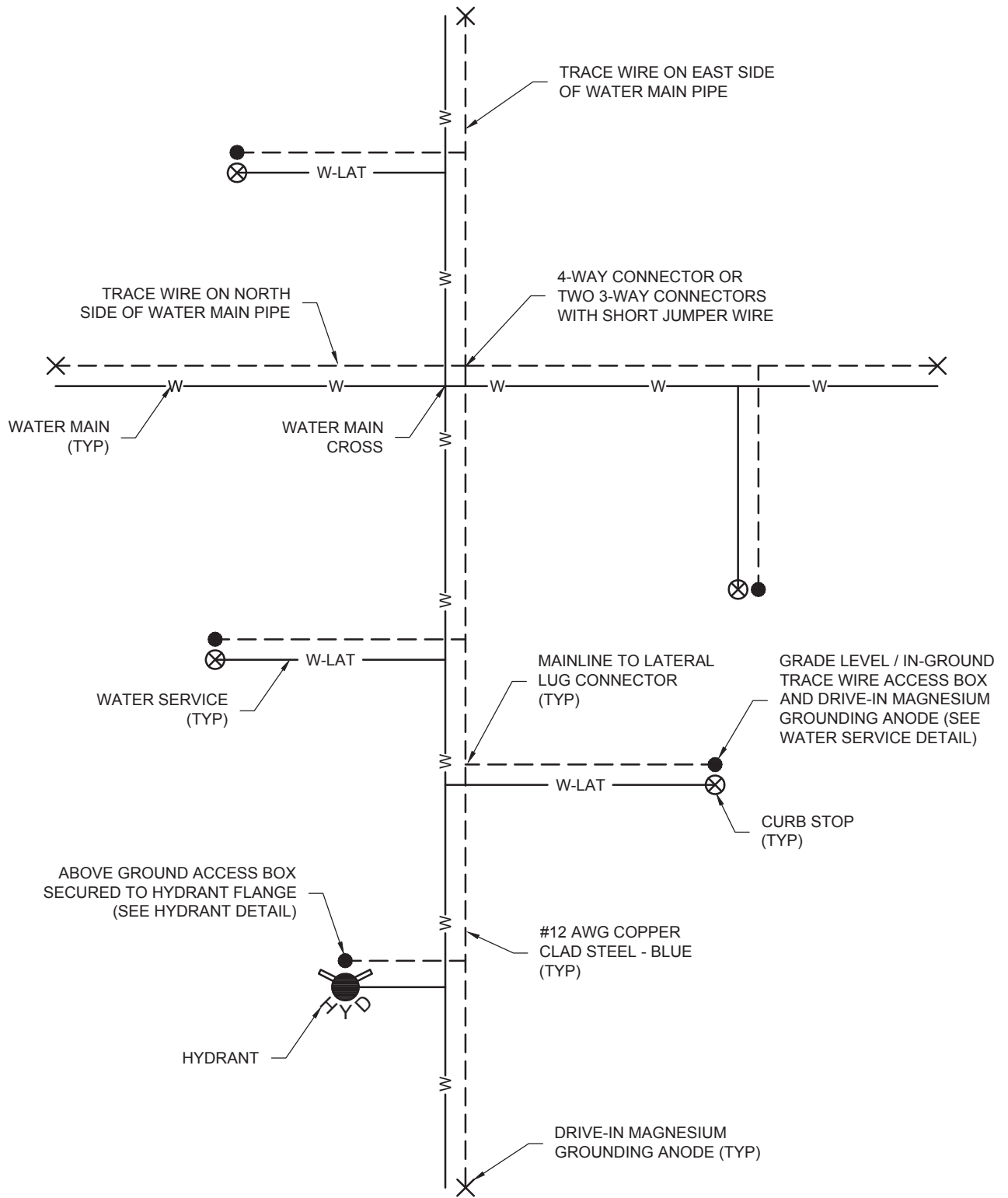


# TYPICAL UTILITY LAYOUT





# TYPICAL UTILITY LAYOUT WITH EASEMENT



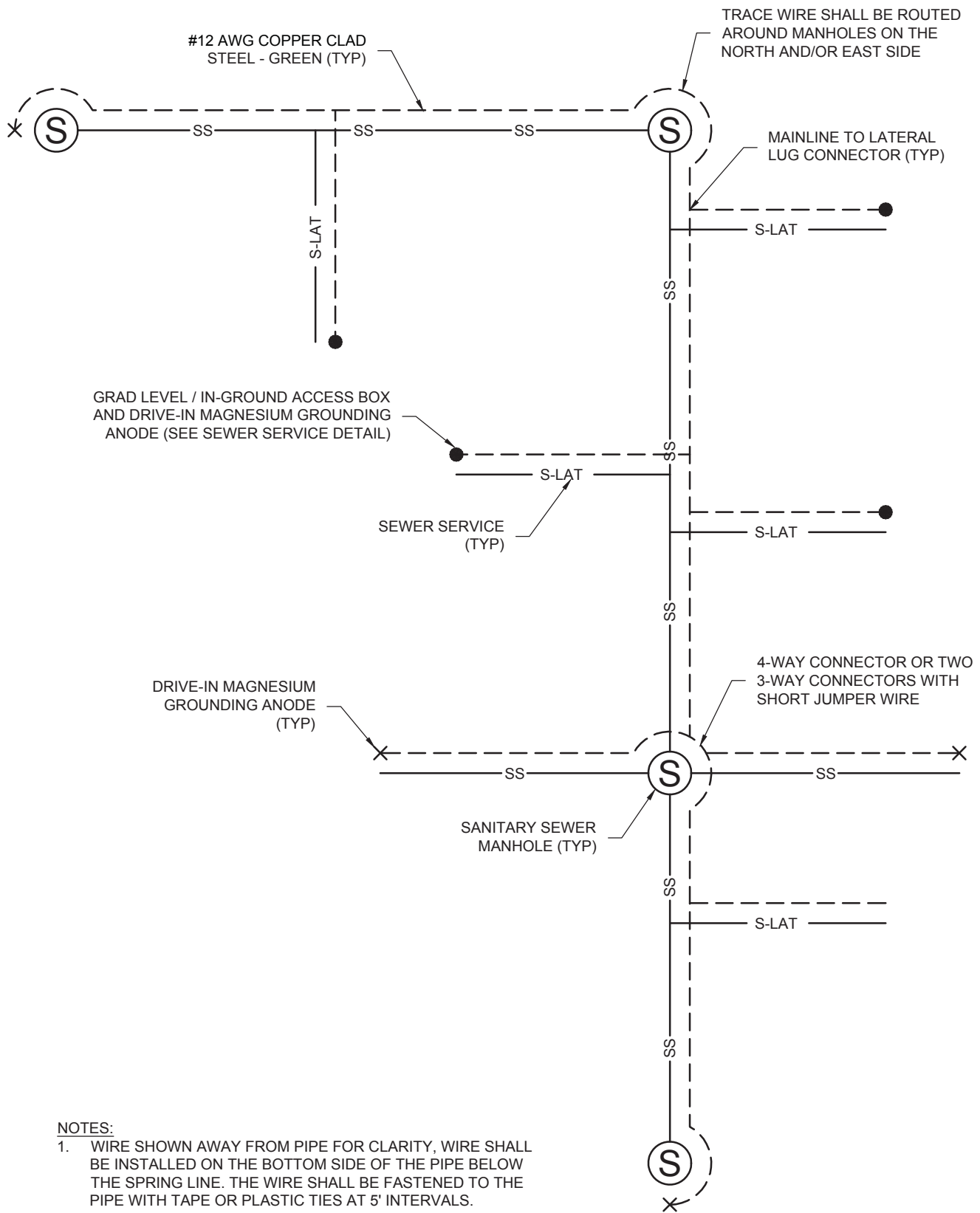
**NOTES:**

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY, WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LINE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

**TRACE WIRE PLAN (WATER)**

NOT-TO-SCALE





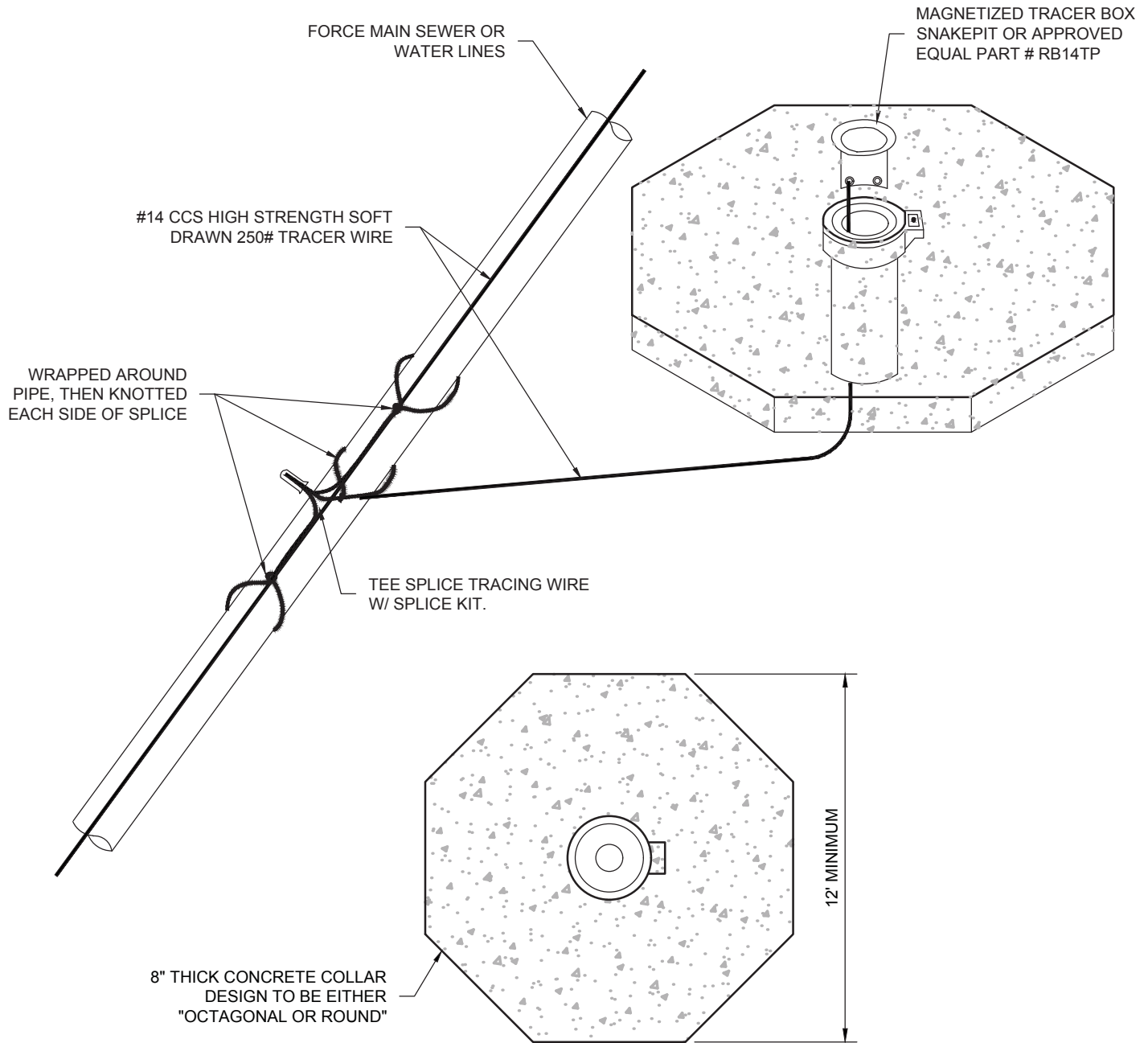
**NOTES:**

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY, WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LINE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

**TRACE WIRE PLAN (SEWER)**

NOT-TO-SCALE





CONCRETE COLLAR

NOTES:

1. A 8" THICK CONCRETE COLLAR (SAME AS WATER VALVE BOX) SHALL BE INSTALLED WITH THE TRACER BOX. SEE ARTICLE 10 AND ARTICLE 11 FOR TRACER BOX SPACING AND MATERIALS.
2. TEST BOX LOCATION MAY VARY, UP TO 50 FT. FROM FORCED MAIN LINE.
3. REFER TO STANDARDS AND MATERIALS LISTS FOR MATERIALS MATERIALS AND MANUFACTURE'S INSTALLATION INSTRUCTIONS.

TRACER BOX DETAIL



# Low Pressure Air Test for Sewer Lines

Rev: 20171019

**PROJECT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

**LOCATION OF TEST:** \_\_\_\_\_  
 \_\_\_\_\_

**PRESSURE TEST:** Test duration shall vary based on length and size of line from Table 2.  
 Test Pressure shall 3.5 PSIG and drop to 2.5 PSIG within time allowed

Start Time \_\_\_\_\_ Initial Pressure \_\_\_\_\_

End Time \_\_\_\_\_ Final Pressure \_\_\_\_\_

Test Passed \_\_\_\_\_ Test Failed \_\_\_\_\_

**TABLE 2**  
 ACCEPTANCE TESTING FOR SANITARY SEWERS  
 LOW PRESSURE AIR TEST  
 TIME ALLOWED FOR PRESSURE LOSS FROM 3.5 PSIG TO 2.5 PSIG

Pipe (In)	Specification Time for Lengths Below (Min:Sec)											Time for Longer Length (Sec)
	100 ft	150 ft	200 ft	250 ft	300 ft	350 ft	400 ft	450 ft	500 ft	550 ft	600 ft	
6	5:40	5:40	5:40	5:40	5:40	5:40	5:42	6:25	7:07	7:50	8:33	0.854 x L (ft)
8	7:33	7:33	7:33	7:33	7:36	8:52	10:08	11:24	12:40	13:56	15:12	1.519 x L (ft)
10	9:27	9:27	9:27	9:54	11:52	13:51	15:50	17:48	19:47	21:46	23:45	2.374 x L (ft)
2	11:20	11:20	11:20	14:15	17:06	19:57	22:48	25:39	28:30	31:20	34:11	3.419 x L (ft)
15	14:10	14:10	17:48	22:16	26:43	31:10	35:37	40:04	44:31	48:58	53:25	5.342 x L (ft)
18	17:00	19:14	25:39	32:03	38:28	44:52	51:17	57:42	64:06	70:31	76:56	7.692 x L (ft)
21	19:50	26:11	34:54	43:38	52:21	61:05	69:48	78:32	87:15	95:59	104:42	10.47 x L (ft)
24	22:48	34:11	45:35	56:59	68:23	79:47	91:10	102:34	113:58	125:22	136:46	13.67 x L (ft)
27	28:51	43:16	57:42	72:07	86:33	100:58	115:24	129:49	144:14	158:40	173:05	17.3 x L (ft)
30	35:37	53:25	71:14	89:02	106:51	124:39	142:28	160:16	178:05	195:53	213:41	21.36 x L (ft)
33	43:06	64:38	86:11	107:44	129:17	150:50	172:23	193:55	215:28	237:01	258:34	25.85 x L (ft)

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

\_\_\_\_\_  
**Contractor** **Date**

\_\_\_\_\_  
**Inspector** **Date**



# Deflection Testing of Sewer lines

PROJECT:

DATE:

CONTRACTOR:

DRAWING PAGE #	STATION TO STATION	APPROX. DEPTH	TEST RESULTS	
			NO RESTRICTION	RESTRICITON FOUND STA. TO STA.

\_\_\_\_\_  
INSPECTOR

\_\_\_\_\_  
CONTRACTOR



# Hydrostatic Tests (AWWA C600-93)

Rev: 20160801

**PROJECT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

**LOCATION OF TEST:** \_\_\_\_\_

**PRESSURE TEST:** Test shall be of at least a 2-hour duration. Test Pressure shall not vary by more than +/- 5 psi for the duration of the test.(150psi)

Start Time \_\_\_\_\_ Initial Pressure \_\_\_\_\_

End Time \_\_\_\_\_ Final Pressure \_\_\_\_\_

Test Passed \_\_\_\_\_ Test Failed \_\_\_\_\_

**LEAKAGE TEST:** Allowable leakage = No more than 10.00 gpd/mi/in of pipe diameter at a pressure of 100 psi

$$\text{Allowable Leakage in Gallons per Hour} = \frac{SD}{13,320}$$

S = Length of pipe tested = \_\_\_\_\_ ft

D = Pipe Diameter = \_\_\_\_\_ inches

P = Average test pressure = \_\_\_\_\_ psi

Allowable Leakage = \_\_\_\_\_ Gallon/Hour

Maintain 100 psi for One Hour = \_\_\_\_\_ Gallons

Test Passed \_\_\_\_\_ Test Failed \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Contractor** **Date**

\_\_\_\_\_  
**Inspector** **Date**

**ARTICLE 9**  
**STANDARD SPECIFICATION FOR BORING, DRILLING AND JACKING**

**1. *General***

Construction and materials related to the installation of casing, culverts, or conduits, (of the type and size called for in the contract) by boring, drilling or jacking through embankment, under roadways or railways, and at other locations, in conformance with the lines, grades, and dimensions shown on the plans, shall conform to the NMSSPWC Standard Specifications, Section 710 – Boring, Drilling and Jacking.



**ARTICLE 10**  
**STANDARD SPECIFICATION FOR WATER LINES**

**1. Description**

This section addresses the furnishing and construction of water lines complete with all appurtenances and accessories. The construction and materials shall conform to the NMSSPWC Standard Specifications, Sections 121 thru 130, and Section 800 Water Transmission, Collector, Distribution and Service Lines, except as modified herein.

**2. Materials**

- A. All materials shall be new and unused and be utilized in such a manner so as to produce completed construction that is authorized and acceptable in every detail. Only materials conforming to the requirements of these Specifications will be accepted. Materials shall be stored so as to insure the preservation of their quality and fitness for the work. The Contractor shall include shop drawings with all pertinent technical information and specifications for all items to be furnished. The Contractor shall provide the City with certification from the manufacturers for all materials, which attest compliance to appropriate specifications.
- B. Water distribution lines shall be a minimum of 8", PVC DR 18 pipe and shall conform with requirements of AWWA C-900 - Class 150 or **as required by the City of Carlsbad Utilities Director. All service mains and Transmission lines shall be buried to a minimum of 48" to top of pipe.**
- C. Gate valves shall be a bonded resilient seat, non-rising stem type, mechanical joint, fuse bonded epoxy coated inside and out, with a 2" (inch) operating nut, opens counter-clockwise. Valves used for isolation of the main lines shall be a MJ x MJ type. Valves used for fire hydrants shall be a MJ x Flange type. All brass or bronze parts shall comply with AWWA C509.
- D. Fire hydrants shall be a **four and half foot (4.5')** bury, traffic type, Mueller Super Centurion 250 or Clow Medallion Model Number 2545. A Flange x MJ gate valve shall be provided with the hydrant. Fire Hydrants shall be colored "Chrome Yellow" and be epoxy coated or have a baked on finish. Extensions will be required to maintain four **(4.5')** depth.
- E. Valve boxes shall be "Shorty valve boxes No. 70, as manufactured by Western Iron Works, with "Water" cast in the lid and must be approved by the City of Carlsbad. **If Valve box is located within Roadway the tracer box is not required, If outside of roadway tracer box to be located in valve collar.**
- F. Service saddle: See Water Service Lateral Detail.
- G. Corporation stops: See Water Service Lateral Detail.
- H. Curb stops: See Water Service Lateral Detail.
- I. Meter couplings: See Water Service Lateral Detail.

- J. Service lines installed crossing the street, shall be placed inside of 4" schedule 40, PVC conduit. The conduit shall extend a minimum of one-foot (1') beyond the curb lines. Service lines **1" or 2"** shall be blue **Rehau** municipex pipe for C.T.S. pipe (100' role) (See Water Service Lateral Detail).
- K. Mechanical joint restraining accessories shall be a Mechanical Joint Restraining Gland Kits as manufactured by EBAA Iron Co. and shall be used at every mechanical joint, tee, valve, fire hydrant, etc.
- L. **6" wide metallic** warning tape shall be placed **twenty four** inches (**24"**) above all water lines. A metallic tape or approved locator product will be used by the Contractor. Contractor will submit proposed material data to City of Carlsbad Utilities Director for approval prior to commencement of operations. The City of Carlsbad reserves the right to require a sample of product. The line locator **wire** shall be secured/**taped** to the top of all mains and service lines and not be wrapped around the pipe.
- M. Meter boxes shall be an East Jordan Iron Works 1527 C-14, product #380001527. Meter cover assembly shall be product #32131547A02 with 2" sensor hole.
- N. Fittings shall be a mechanical joint (MJ), class C-153 S.S.B. type, ductile iron pipe fittings. **All Fittings shall be fusion bonded epoxy coated or wrapped in 8 mill LLDPE pipe wrap.**

### **3. Construction Requirements**

#### **A. Flushing and Disinfecting Water Lines.**

All water lines shall be flushed and chlorinated in conformance with the following requirements:

1. Keep ends covered while lines are being laid.
2. Flush line at a rate of at least 3-5 fps until all loose foreign material is removed.
3. Fill line with chlorine solution (**NSF/ANSI 60&61 Approved & AWWA C-651**) having enough chlorine for a dosage of 250 ppm for all of the water in the line.
4. Bleed the point most remote from the point of filling as long as the chlorine residual continues to rise. In any case, the chlorine residual must rise above 100 ppm.
5. Leave the chlorine solution in the line at least 24 hours after closing bleed valve.
6. After the line has set for 24 hours, flush the line **till a 0.2 mg/L minimum** chlorine residual remains in the line. Maintain this residual in the line until bacteriological samples prove the line to be satisfactory.
7. Call the Water Department to collect one sample for bacteriological analysis **for every 1200 feet of new main installed (per NMED/AWWA).**
8. Should the results of the analysis be unsatisfactory, disinfection will be

repeated, and two additional samples will be collected and analyzed before placing the line in service again.

9. Water line may be placed in service only after successful disinfection has been completed.

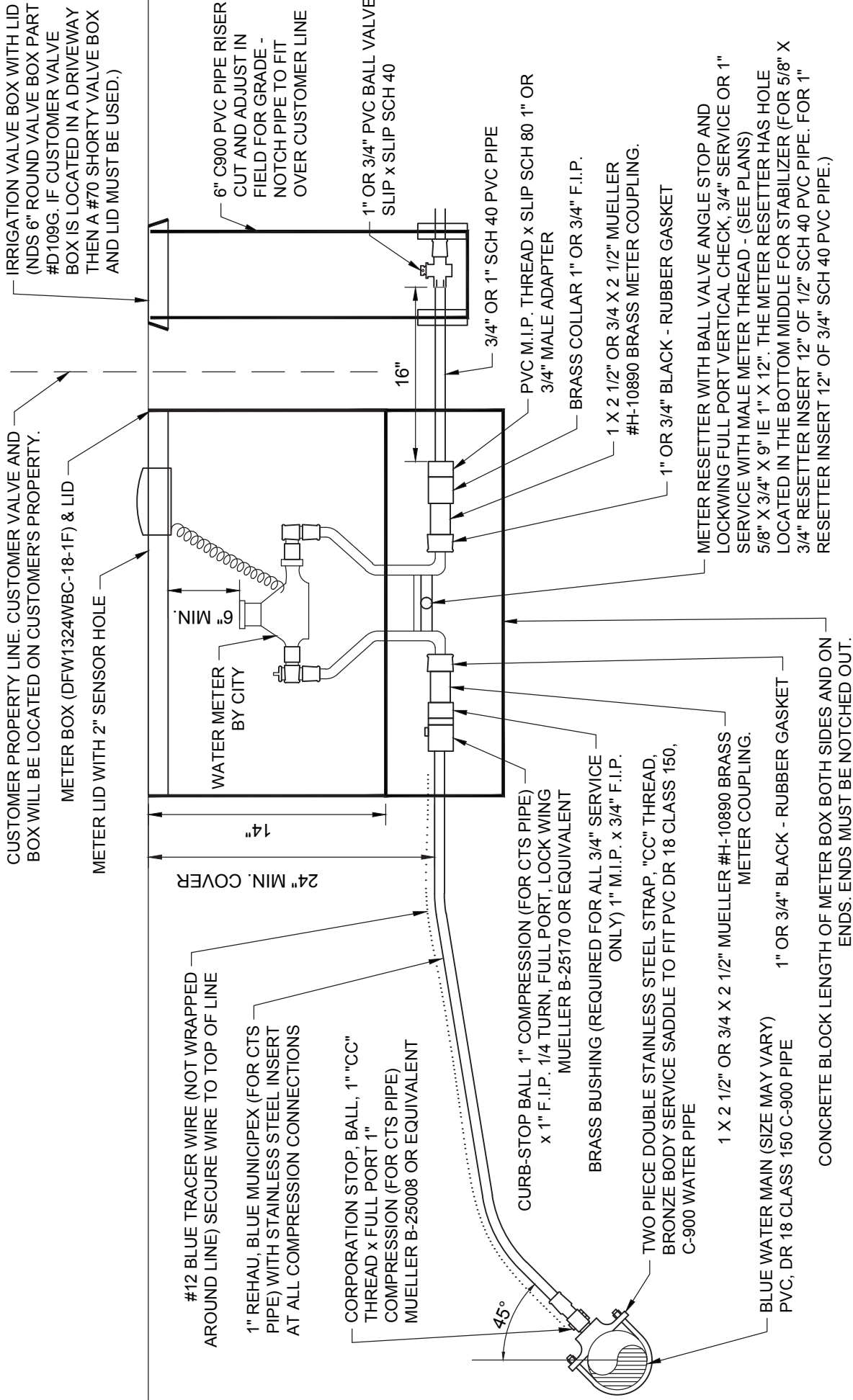
B. Hydrostatic Tests

All waterlines and appurtenances shall be tested by the Contractor after completion. A hydrostatic test pressure of one hundred fifty (150) pounds per square inch shall be applied to all lines. The test pressure shall be maintained for a period of two hours. If the line fails to hold pressure, a leakage test pressure of one hundred (100) pounds per square inch shall be applied to all lines and accurate measurement made of the volume of water required to maintain the test pressure for a period of one hour. No section of pipe line which shows a leakage in excess of 10 gallons per day per mile of pipe per inch of diameter will be accepted. Any pipe failing under hydrostatic test or exceeding the allowable leakage, shall be repaired by the Contractor and retested. Allowable leakage for the one hour period @ 100 psi can be calculated as follows:

$$\text{Allowable Leakage (Gallons)} = \frac{(\text{Pipe Length in Feet}) \times (\text{Pipe Diameter in Inches})}{13,320}$$

C. Backfill requirements

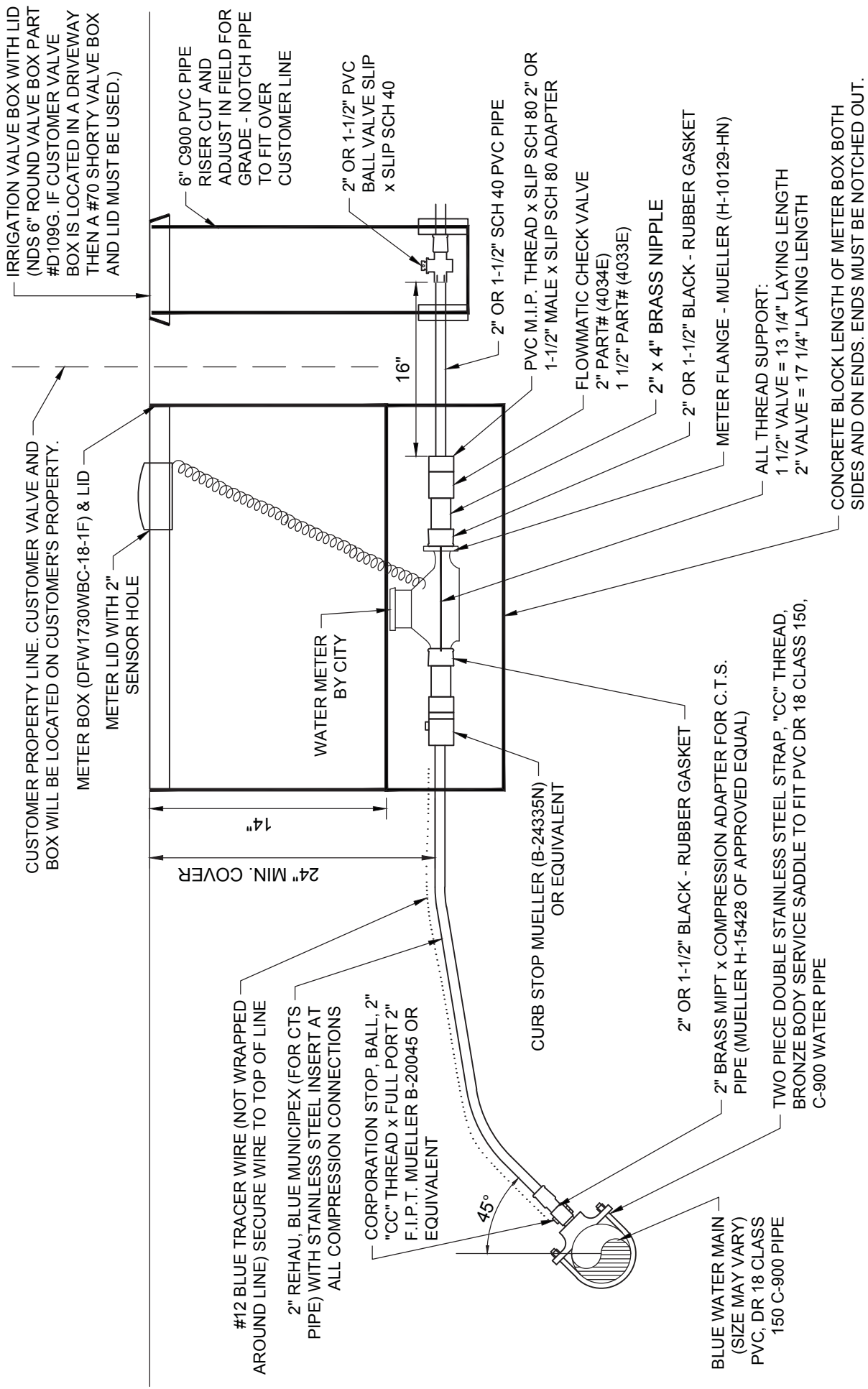
1. Water lines installed inside of the roadway prism shall meet the specifications in Article 3.
2. When flow fill backfill is used, all mechanical joints, valves, fire hydrants, restraining devices, corporation stops, etc. shall be completely wrapped in plastic prior to back filling. The plastic shall have a minimum mil thickness of 8mil.
3. Water lines installed outside of the roadway prism shall meet the specifications of Article 4.
4. If the Soil Type is unknown please use soil type "ML Soil Conditions" for restraint calculations.



**NOTES:**

1. ANY DEVIATION OF COMPONENT MODELS SHOWN SHALL BE APPROVED BY THE ENGINEER AND THE CITY OF CARLSBAD.
2. NEW WATER SERVICES TO BE INSTALLED 5'-0" FROM SIDE LOT LINE UNLESS OTHERWISE SHOWN IN THESE PLANS.
3. SERVICE LINE SHALL BE ONE CONTINUOUS PIPE. NO SPLICES WILL BE ACCEPTED. LINE SHALL BE 24" MINIMUM BURIAL.
4. ALL BRASS FITTINGS MUST BE NO LEAD/LOW LEAD.
5. ALL COMPRESSION CONNECTIONS SHALL BE MUELLER 110 CONDUCTIVE COMPRESSION CONNECTION TYPE.
6. EQUIVALENT PARTS AND MATERIALS MAY BE USED OF APPROVED BY THE CITY OF CARLSBAD.

**3/4" - 1" WATER SERVICE LATERAL**


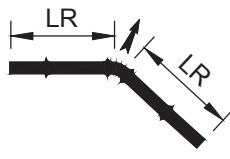
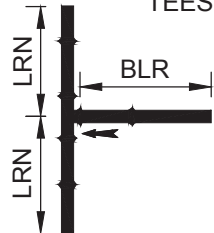
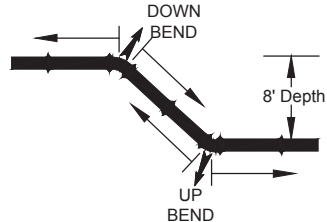


**NOTES:**

1. ANY DEVIATION OF COMPONENT MODELS SHOWN SHALL BE APPROVED BY THE ENGINEER AND THE CITY OF CARLSBAD.
2. NEW WATER SERVICES TO BE INSTALLED 5'-0" FROM SIDE LOT LINE UNLESS OTHERWISE SHOWN IN THESE PLANS.
3. SERVICE LINE SHALL BE ONE CONTINUOUS PIPE. NO SPLICES WILL BE ACCEPTED. LINE SHALL BE 24" MINIMUM BURIAL.
4. ALL BRASS FITTINGS MUST BE NO LEAD/LOW LEAD.
5. ALL COMPRESSION CONNECTIONS SHALL BE MUELLER 110 CONDUCTIVE COMPRESSION CONNECTION TYPE OR APPROVED EQUAL.
6. EQUIVALENT PARTS AND MATERIALS MAY BE USED IF APPROVED BY THE CITY OF CARLSBAD.

**TYPICAL 1 1/2" - 2" WATER SERVICE LATERAL**

**CITY OF CARLSBAD**  
**MEGALUG RESTRAINT CHART**  
**LENGTH OF RESTRAINT (LR) FOR C-900 PVC PIPE**

<p>NOMINAL PIPE SIZE</p>  <p>If Soil Type unknown, use Type ML Soil Condition</p>	<p>HORIZONTAL BENDS</p> 			<p>TEES</p> 		<p>VERTICAL OFFSETS</p> 			
	90° LR =		45° LR =		22.5° LR =		LRN = 5'		LRN = 10'
						45° BEND FITTING		22.5° BEND FITTING	
						DOWN BEND	UP BEND	DOWN BEND	UP BEND
<b>Soil Type: CL</b>									
3"	11'	5'	2'	4'	1'	13'	4'	6'	2'
4"	14'	6'	3'	8'	1'	16'	5'	8'	2'
6"	20'	8'	4'	19'	1'	23'	7'	11'	3'
8"	26'	11'	5'	32'	13'	30'	9'	14'	4'
10"	31'	13'	6'	41'	23'	36'	10'	17'	5'
12"	37'	15'	7'	53'	34'	43'	12'	21'	6'
<b>Soil Type: ML</b>									
3"	14'	6'	3'	11'	1'	14'	3'	7'	1'
4"	16'	7'	3'	18'	1'	16'	3'	8'	2'
6"	23'	10'	5'	33'	13'	23'	5'	11'	2'
8"	30'	12'	6'	51'	30'	30'	6'	15'	3'
10"	36'	15'	7'	64'	43'	37'	8'	18'	4'
12"	42'	18'	8'	79'	58'	43'	9'	21'	4'


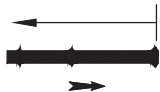
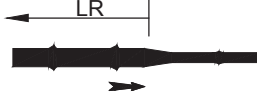
DESIGN PARAMETERS:

SOIL TYPE= CL, CLAY W/ LOW LIQUID LIMIT  
 SOIL TYPE= ML, SILT LOW W/ LOW LIQUID LIMIT  
 TRENCH TYPE= 3  
 TEST PRESSURE= 150 PSI  
 SAFETY FACTOR= 1.5  
 MINIMUM BURY DEPTH= 4'  
 VERTICAL CALCULATIONS BASED ON 8' LOW SIDE DEPTH.

LRN= SHORTEST LENGTH OF PIPE RESTRAINED TO THE RUN OF THE TEE FITTING(BOTH SIDES OF TEE).

➔ = DIRECTION OF THRUST

**CITY OF CARLSBAD**  
**MEGALUG RESTRAINT CHART**  
 LENGTH OF RESTRAINT (LR) FOR C-900 PVC PIPE

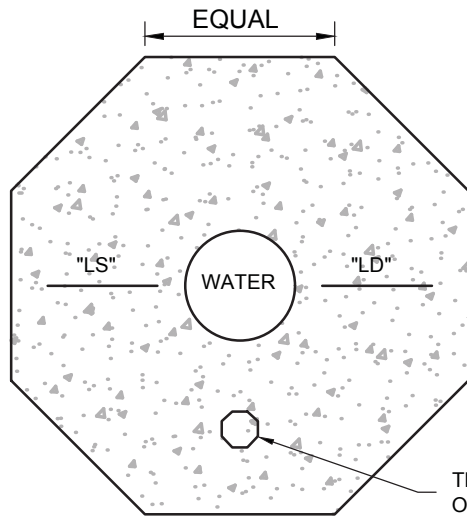
NOMINAL PIPE SIZE  	DEAD ENDS	REDUCERS				
	 (and valves each side.)		PIPE SIZE	TO	PIPE SIZE	LR=
<b>Soil Type: CL</b>						
3"	22'					
4"	27'	4"	→	3"	9'	
6"	38'	6"	→	4"	20'	
8"	50'	8"	→	6"	21'	
10"	61'	10"	→	8"	20'	
12"	72'	12"	→	10"	35'	
<b>Soil Type: ML</b>						
3"	33'					
4"	40'	4"	→	3"	13'	
6"	56'	6"	→	4"	29'	
8"	73'	8"	→	6"	31'	
10"	88'	10"	→	8"	30'	
12"	104'	12"	→	10"	51'	

DESIGN PARAMETERS:

SOIL TYPE= CL, CLAY W/ LOW LIQUID LIMIT  
 SOIL TYPE= ML, SILT LOW W/ LOW LIQUID LIMIT  
 TRENCH TYPE= 3  
 TEST PRESSURE= 150 PSI  
 SAFETY FACTOR= 1.5  
 MINIMUM BURY DEPTH= 4'  
 VERTICAL CALCULATIONS BASED ON 8' LOW SIDE DEPTH.

LRN= SHORTEST LENGTH OF PIPE RESTRAINED TO THE RUN OF THE TEE FITTING(BOTH SIDES OF TEE).

➔ = DIRECTION OF THRUST



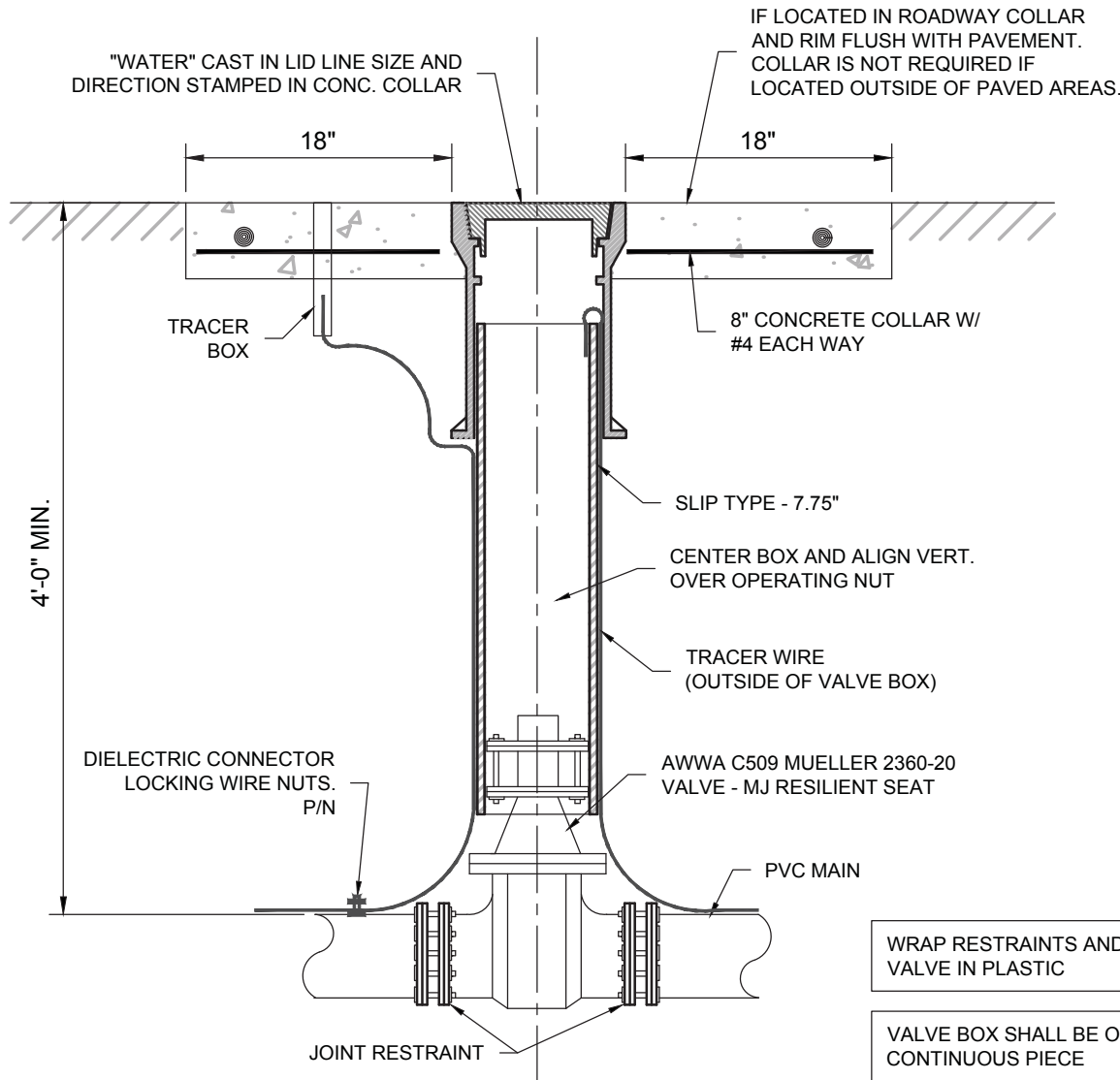
"LS" = LINE SIZE  
 "LD" = LINE DIRECTION - 6" LONG 1/2" WIDTH

TOP OF CONCRETE COLLAR SHALL BE STAMPED WITH THE LINE SIZE AND LINE DIRECTION.  
 MINIMUM LETTER SIZE SHALL BE 3" IN HEIGHT.

COLLAR DESIGN TO BE EITHER "OCTAGONAL OR ROUND" FOR VALVE BOXES & TRACER WIRE BOXES.

TRACER BOX LOCATION  
 OUTSIDE OF ROADWAY

**CONCRETE COLLAR DETAIL**



IF LOCATED IN ROADWAY COLLAR AND RIM FLUSH WITH PAVEMENT. COLLAR IS NOT REQUIRED IF LOCATED OUTSIDE OF PAVED AREAS.

"WATER" CAST IN LID LINE SIZE AND DIRECTION STAMPED IN CONC. COLLAR

18"

18"

TRACER BOX

8" CONCRETE COLLAR W/ #4 EACH WAY

4'-0" MIN.

SLIP TYPE - 7.75"

CENTER BOX AND ALIGN VERT. OVER OPERATING NUT

TRACER WIRE (OUTSIDE OF VALVE BOX)

DIELECTRIC CONNECTOR LOCKING WIRE NUTS. P/N

AWWA C509 MUELLER 2360-20 VALVE - MJ RESILIENT SEAT

PVC MAIN

JOINT RESTRAINT

WRAP RESTRAINTS AND VALVE IN PLASTIC

VALVE BOX SHALL BE ONE CONTINUOUS PIECE

SHORTY VALVE BOX NO. 70 AS MANUFACTURED BY WEST IRON WORKS, OR APPROVED EQUAL

**VALVE AND BOX DETAIL**

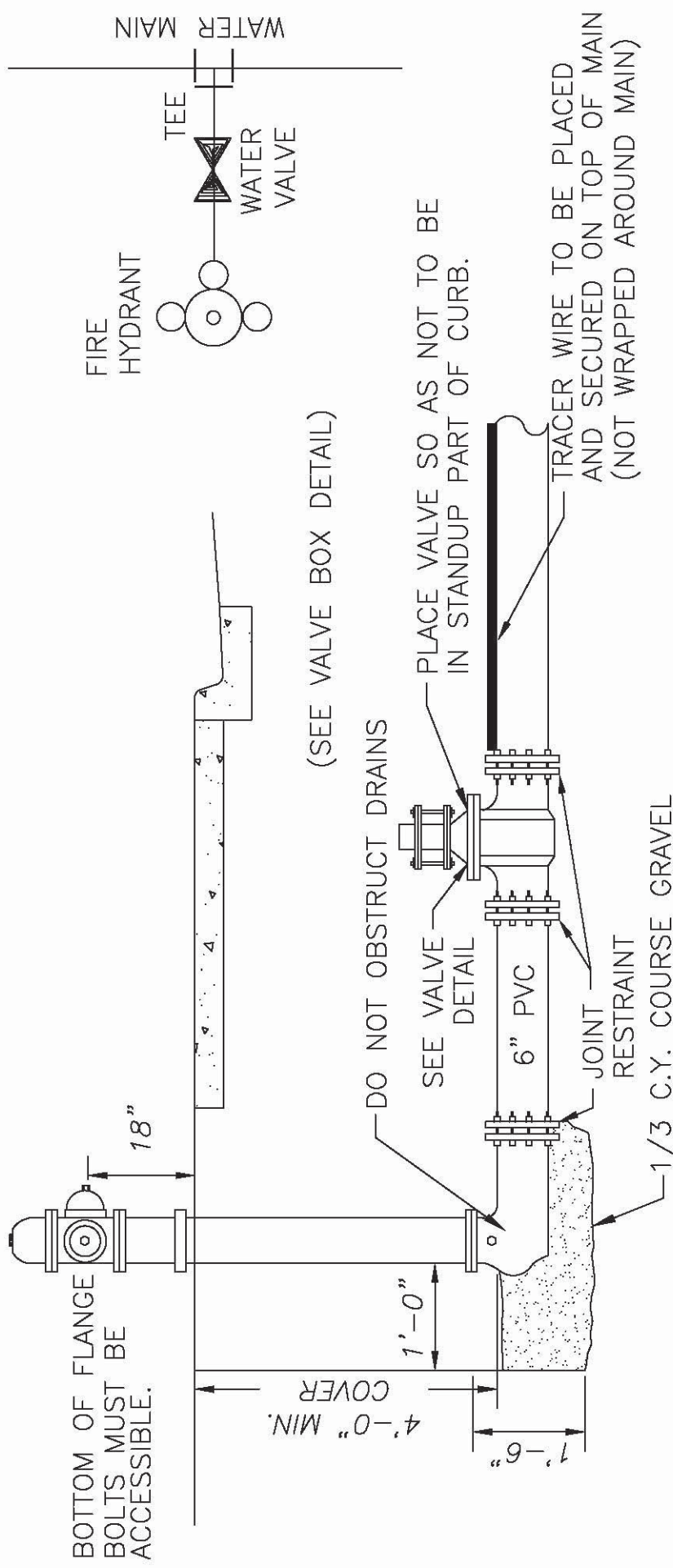
NOT TO SCALE

WHENEVER POSSIBLE LOCATE VALVES OR EXTENSIONS OF PROPERTY LINES

LOCATOR WIRE SHALL BE INSTALLED IN THE TRACER BOXES



TRAFFIC TYPE, MUELLER SUPER CENTURION 250 OR CLOW MEDALLION MODEL NUMBER 2545.  
 A FLANGE x MJ GATE VALVE SHALL BE PROVIDED WITH THE HYDRANT.



NOTE:  
 PLACE HYDRANT AS SHOWN ON PLANS  
 OR AS DIRECTED BY THE ENGINEER

JOINT RESTRAINTS TO BE WRAPPED  
 IN PLASTIC IF FLOW FILL IS USED

FIRE HYDRANT INSTALLATION

**ARTICLE 11**  
**SANITARY SEWER LINES**

**1. General**

- A. This section addresses the furnishing and installing all piping, fittings, service connections, temporary connections, bypass pumping, utility line location, flushing and cleaning the pipe, air and water testing, infiltration testing, removal and plugging of existing sewer pipeline, deflection testing, lamping, coordination with utility owners, and all other labor, material, and equipment inherent to complete construction of gravity sewer system. The construction and materials shall conform to the NMSSPWC Standard Specifications except as modified herein.
- B. All materials shall be new and unused and used in such a manner as to produce completed construction which is authorized and acceptable in every detail. Only materials conforming to the requirements of these specifications will be accepted and used in the work. Materials shall be stored so as to insure the preservation of their quality and fitness for the work.
- C. All sanitary sewer service shall be by gravity flow. Lift stations are not permitted unless approved by the City of Carlsbad Utilities Director.

**2. Materials**

- A. All materials shall be new and as specified in the contract. Contractor shall include shop drawings and include pertinent technical information and specifications for all items to be furnished. Contractor shall provide the City with certification from the manufacturers for all materials, which attest compliance with appropriate NMSSPWC Standard Specifications or as modified herein. Shop drawings and certifications must be submitted to and approved by the City of Carlsbad prior to installation.
- B. Sanitary Sewer Mains. All gravity sanitary sewer mains shall be constructed of Polyvinyl Chloride Pipe (PVC), SDR 35, push-on gasketed sewer pipe. A minimum pipe size of 8" is required.
  - 1. PVC pipe shall meet the requirements of ASTM D 3034 for pipe sizes 8 inches through 15 inches diameter. Minimum wall classifications shall be SDR 35. Only solid wall pipe will be acceptable.

2. PVC pipe shall meet the requirements of ASTM F 679 for pipe sizes 18 inches through 27 inches. Minimum pipe stiffness shall be 46 psi. Only solid wall pipe will be acceptable.
3. All PVC pipe shall be coded to eliminate future confusion and prevent accidental damage to or interruption of the water and sanitary sewer facilities.
4. All joints, gaskets, seals, and connecting devices and materials required to construct sewer lines and to connect manholes, wet wells and services shall meet or exceed requirements of the NMSSPWC Standard Specifications or as modified herein.
5. Sanitary Service Lines shall be constructed of Polyvinyl Chloride Pipe (PVC), **SCH 40**. A minimum pipe size of 4" is required.

#### **4 Construction Requirements**

- Pipe Embedment. Bottom of trench shall be over excavated for all pipes 16" in diameter and larger and the pipe shall be bedded with compacted granular bedding material. The bedding for all other pipe shall be native soils, free of all rock and debris. The bedding shall be properly graded to conform with the required slope and invert elevations. The bedding shall provide uniform support for the entire pipe barrel. The bedding shall be properly excavated to accommodate pipe bells and couplings.
- Bedding Material and Thickness. The bedding material shall be a homogeneous granular material. Contractor shall submit a sample for approval to the City of Carlsbad at least two (2) weeks prior to commencement of pipe operations. The granular bedding shall be a minimum of 4 inches in depth for pipe sizes 27 inches and smaller. The bedding depth for pipe sizes greater than 27 inches shall be a minimum 1/8th the pipe O.D.
- Upon installation of pipe, select backfill material shall be placed and compacted to an elevation of 12 inches above the top of PVC pipe before native or other backfill material operations can be utilized. For pipes 16" and larger, select backfill shall be granular bedding material. Select backfill for pipes smaller than 16" in diameter can be native soils or other backfill material, totally free of rocks or debris. See paragraph "O" for flow fill requirements.

- Installation of Pipe. Pipe, connections, and appurtenances will be placed in accordance with NMSSPWC and manufacturer's recommendations. All pipe joints shall be laid with the bells jointing pointing upstream of the flow. All pipe shall be placed and constructed to meet lines and grades shown on plans.
- Service Lines. The Contractor shall connect or maintain existing sewer services as required. Service connections shall be made in accordance with local and state plumbing codes. New connections to existing main lines shall be connected with a saddle. New service lines to new main lines shall be connected using a wye "Y" connection.
- By-pass Pumping and Fluming. The Contractor, as required, will by-pass pump or flume the sewage while laying new pipe or making new connections. By-pass pumping will be from manhole to manhole. Prior to fluming, the Contractor shall clean the downstream pipe of all debris.
- Connections. Sewer pipe connections to manholes shall be leak-proof. The connections and sealing method shall be as approved by the City of Carlsbad.
- Plugging an Abandoned (or to be abandoned) Existing Sewer Line. Contractor shall seal off pipes as shown on plans with a one foot mortared brick plug. Said plug shall be leak-proof. Exposed surfaces shall be treated for protection from gaseous environment as directed by the City of Carlsbad.
- Line Locator Placement. **Metallic tracer tape** shall be placed along the centerline of all sewer lines at a depth of 2 feet below ground surface or 1 foot below top of subgrade when constructed under a roadway. Electronic locator devices will be placed as directed by City of Carlsbad, for stub outs, clean outs, or other appurtenances.
- Air Testing. All new gravity sewer pipe 8" in diameter and larger will be leak tested in this manner. Contractor is responsible for all testing and associated costs, including corrective work, if required. This test must be performed after the pipe zone has been backfilled. All testing will be performed under the observation of City of Carlsbad (or designee). The leak test must be performed in accordance with NMSSPWC specifications.
- Deflection Testing. Gravity sewer pipe deflection testing may be required at the discretion of the City. The Contractor is responsible for all testing and

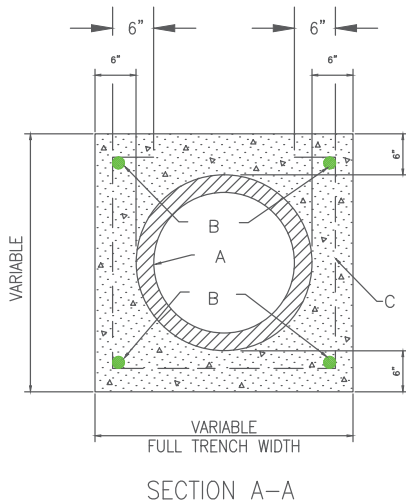
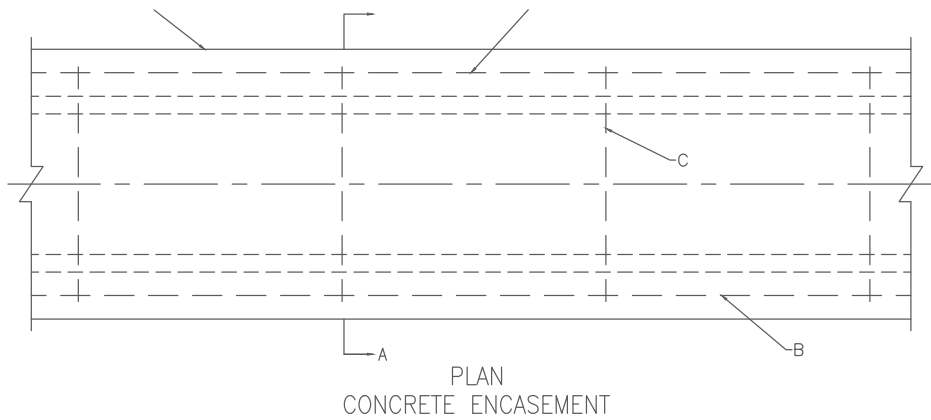
associated costs, including corrective work, if required. This test must be performed not less than 30 days after the installation and backfill of sewer line. All testing will be performed under the observation of the City of Carlsbad (or designee). Test for deflection will be performed with a mandrel (GO-NOGO device). The mandrel will be hand pulled. The pipe shall be flushed and cleaned by the Contractor prior to testing. No flow will be permitted in the pipe while testing for deflections. Deflection testing must be performed in accordance with NMSSPWC specifications.

- Infiltration Testing. The City of Carlsbad reserves the right to require infiltration testing. If required, this testing, and associated costs, shall be the Contractor's responsibility. Infiltration testing shall be performed in accordance with NMSSPWC specifications.
- TV Inspection by Owner. The City may perform an inspection of completed sewer lines prior to placement of lines into service. The Contractor shall advise the City of Carlsbad when ready for TV Inspection. Any defects found will be documented by the City. The Contractor shall be responsible for repairs and associated costs to correct any defects documented. Upon completion of corrective action, the City reserves the right to repeat TV Inspection and process.
- Lamping Completed Lines. Before any newly constructed sanitary line is permitted to carry sewage, each line shall be lamped between manholes to determine that its construction conforms to proper grade and alignment and that it is free from obstructions. Ninety percent (90%) of full circle will be considered acceptable.
- Flow Fill and Back Fill Requirements. Sanitary sewer lines installed outside of the road prism shall conform to the requirements of Article VIII and as stated above.

Sanitary sewer lines placed within the road prism shall conform to the requirements of Article VI, and the following requirements:

- Upon installation of the pipe, regardless of size, granular backfill material such as crusher fines, pea gravel, etc. shall be placed and compacted to an elevation of twelve (12") inches above the top of the pipe.
- Flow fill material shall then be placed to a minimum depth of "D/3" above the pipe.

- Back fill operations shall continue to the top of the subgrade with approved material, with a minimum of compacted eight (8) inch lifts. The Contractor or Developer may submit alternate details for consideration by the City.



GENERAL NOTES:

1. WHERE A WATER LINE PASSES BENEATH OR LESS THAN 18 IN. ABOVE AN EXIST. SEWER LINE, THE SEWER LINE SHALL BE ENCASED IN CONC. 6" THICK AS DETAILED, FOR AT LEAST 10 FT. ON EACH SIDE OF THE WATER LINE, OR THE SEWER LINE SHALL BE D.I. OR C-900 PVC PIPE WITH PRESSURE-TYPE JOINTS FOR AT LEAST 10 FT. ON EACH SIDE OF THE WATER LINE. THIS SHALL ALSO APPLY WHERE A PARALLEL WATER LINE IS LESS THAN 10 FT. HORIZONTALLY AND LESS THAN 2 FT. ABOVE THE SEWER LINE.

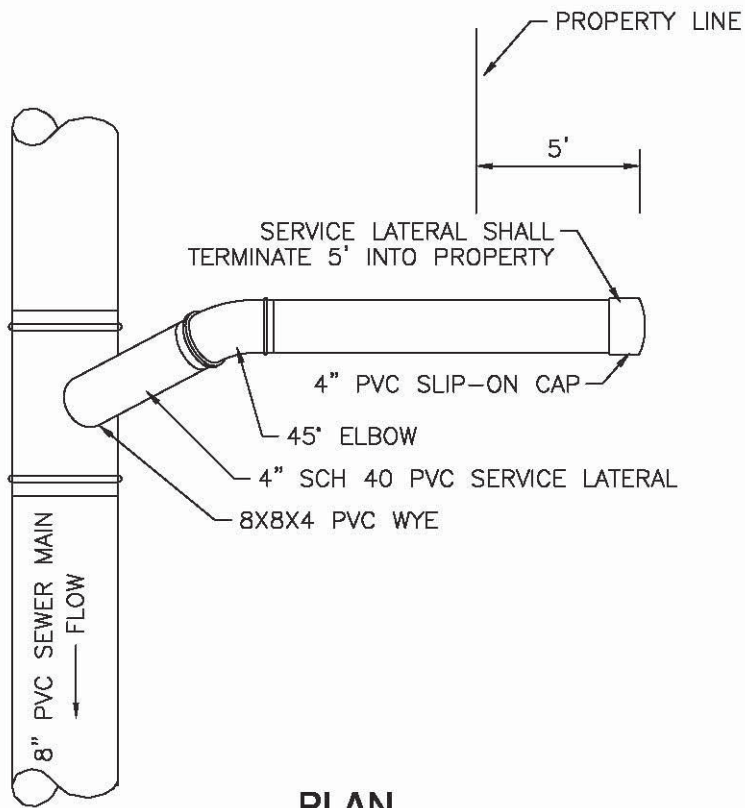
CONSTRUCTION NOTES:

- A. SANITARY SEWER LINE AS SHOWN ON PLANS.
- B. 4- NO. 4 BARS, CONT. WITH 3" CLEARANCE.
- C. NO. 4 BARS, AT 36" O.C.

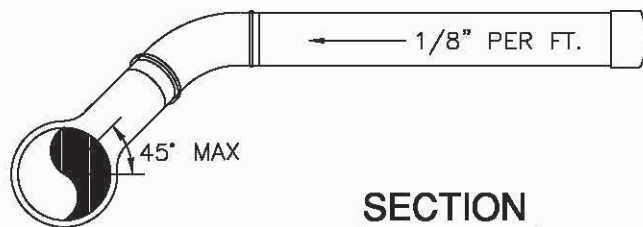
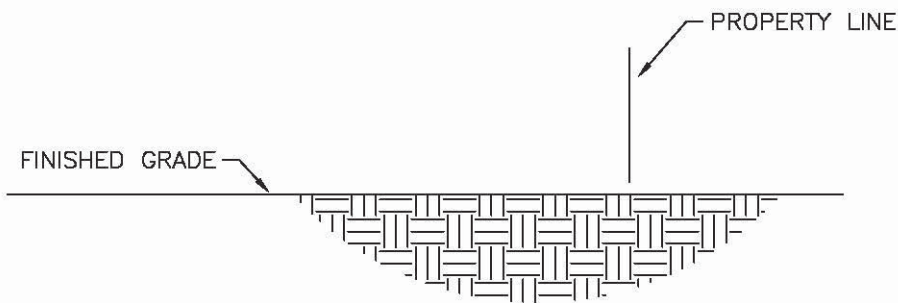
SEWER ENCASEMENT DETAILS

SCALE: NTS

# SEWER LINE DETAILS



PLAN



SECTION

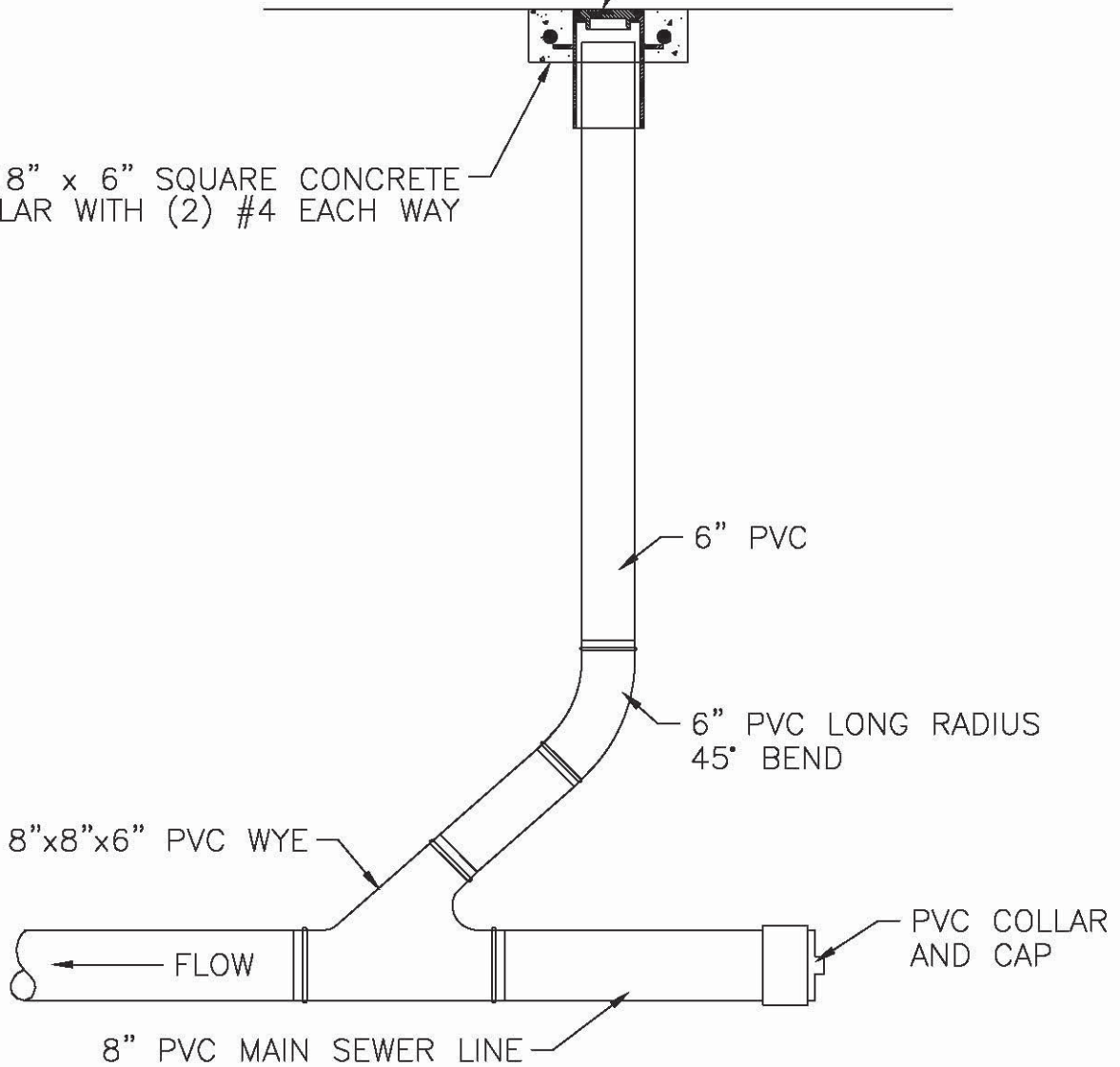
# TYPICAL SEWER SERVICE LATERAL



CLEAN OUTS MAY BE USED  
AT THE END OF A LINE IF  
APPROVED BY THE CITY ENGINEER

WESTERN IRON WORKS  
CASTING 351800 WITH LID  
STAMPED "SEWER"

18" x 6" SQUARE CONCRETE  
COLLAR WITH (2) #4 EACH WAY



## CLEANOUT DETAIL

**ARTICLE 12**  
**STANDARD SPECIFICATION FOR MANHOLES**

**1. General**

This section addresses the construction of manholes at the locations and to the lines, grades, dimensions and types as shown in the plans. Manhole construction includes excavation, flowfill, dewatering, temporary plugging of lines, by-pass pumping, concrete, manhole barrels, steel, installation of reducing cones, manhole extensions, ties to existing manholes, ties to existing sewer lines/storm drain systems, manhole adjustments, flat tops, manhole frame and covers, drop connections, protective interior coating/protective lining system, adjustment to grade with concrete collar and testing.

- A. All construction and materials shall conform to these Standard Specifications. Manholes shall be constructed complete with covers, fittings and other appurtenances, in accordance with the details and specifications shown in the City-approved plans or contract.
- B. All manholes shall be constructed of precast reinforced concrete or fiberglass barrels. Manholes shall meet or exceed H-20 load ratings. Contractor shall submit documentation from manufacturer for review and approval by the City of Carlsbad. Manholes shall be constructed complete with covers, steps if called for on plans, fittings and other appurtenances, in accordance with the details and specifications. A minimum 4' diameter, Type "E" Concentric manhole is required unless otherwise approved by the City of Carlsbad.
- C. Manhole Rims and Lids shall be standard cast iron, bottom flange, 325 Pound with a concealed pick slot and vent hole. **Western Iron Works # 00120202 or approved equal.** The word "Sewer" shall be embossed on the lid.

**2. Construction Requirements**

- A. The Contractor shall ensure that all operations conform to OSHA requirements. If the Contractor's personnel work in "confined spaces", it will be the Contractor's responsibility to conform with OSHA requirements for working in "confined spaces". Failure to do so will result in shutdown of Contractor's operations, until conformance with OSHA is met.
- B. The installation of reducing cones, manhole extensions, ties to existing manholes, ties to existing sewer lines, manhole adjustments, manhole

frame and covers, drop connections, protective interior coating/lining system and testing shall be performed in accordance with the details shown in the City-approved plans or contract and in accordance with the NMSSPWC Standards.

- C. A flexible pipe-to-manhole connector shall be employed in the connection of the sanitary and storm drain pipe to manholes. The connector shall meet or exceed A.S.T.M. C-923 requirements. The connector shall assure a flexible, watertight seal of the pipe to the manhole.
- D. Maximum spacing between manholes shall be no more than five hundred feet (500').
- E. A protective lining system or interior coating shall be required on all sanitary sewer manholes. The Protective Lining System shall be constructed as follows:

1. Concrete Barrel Construction:

Protective Lining System shall be an ultra-high build epoxy coating manufactured by Raven Lining Systems or approved equal. Any substitution will only be allowed if a written request including pertinent data and product information is supplied to the City of Carlsbad for review and approval prior to construction. Contractor will be required to supply material certifications to insure adherence to Protective Lining System called for on plans. Application of system must be performed by trained, certified and experienced personnel and in accordance to manufacturer's recommendations. Typical application thickness shall be a nominal 150 mils thickness (new manhole construction) applied after surface preparation and primer applied as per manufacturer's recommendations. All interior surface areas of the manhole shall be coated, including shelf, inverts, vertical surfaces, manhole rings, adjustment devices, flat tops, etc.

2. Fiberglass Manhole Construction:

Fiberglass manholes shall meet or exceed an H-20 load rating. Fiberglass manholes shall meet or exceed all ASTM D3753 standard specifications. The contractor shall be required to supply material certifications to insure adherence to requirements. The contractor shall construct fiberglass manholes in conformance with the manufacturer's recommendations. All non-fiberglass interior surface areas such as the manhole shelf, inverts, vertical surfaces, manhole rings, adjustment devices, flat tops, etc. shall also require application

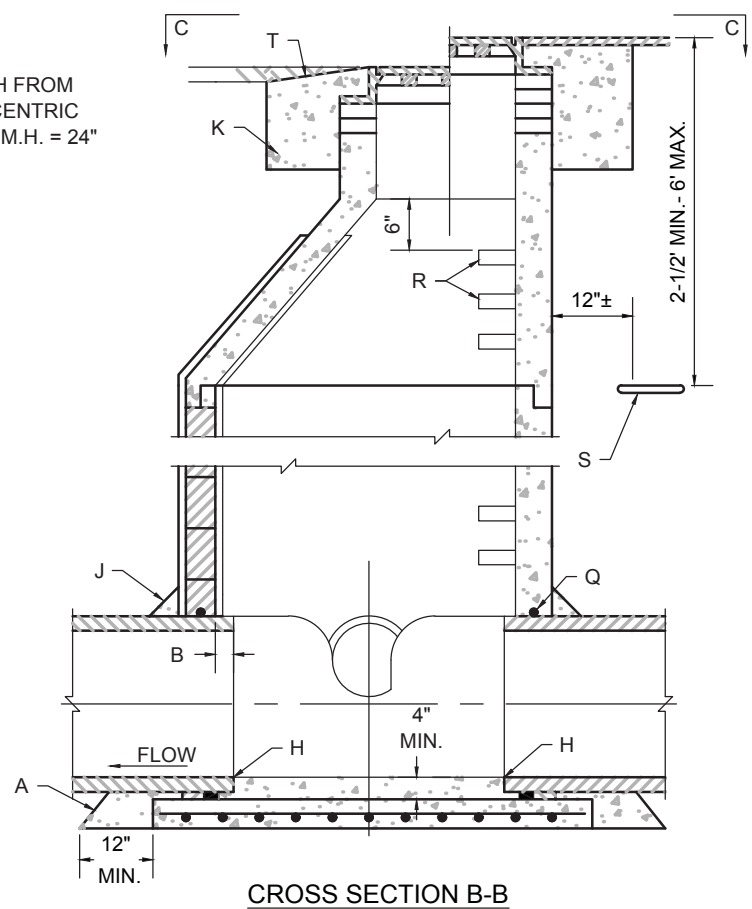
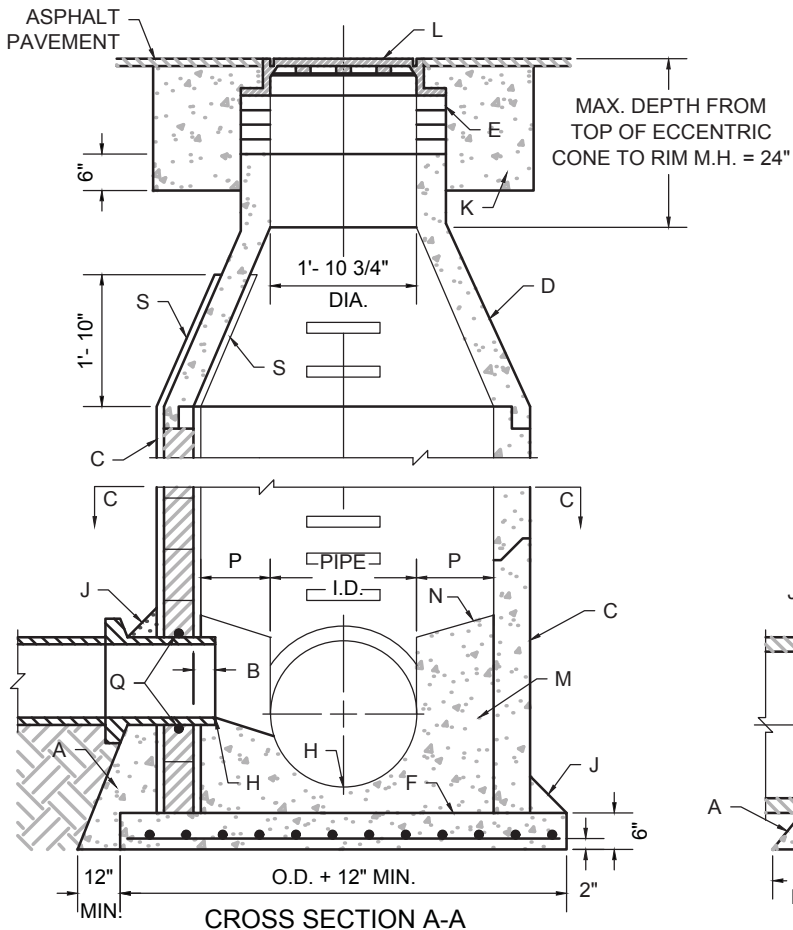
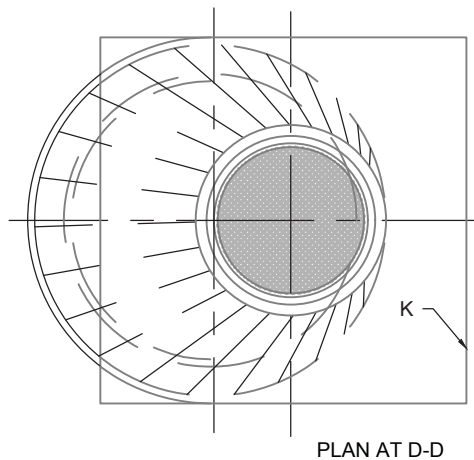
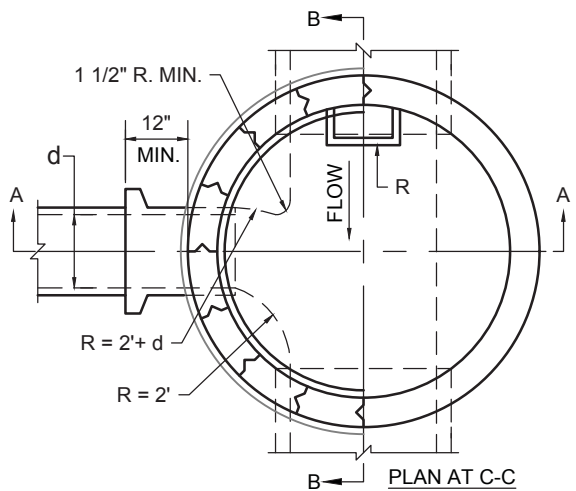
of "Raven 405", "Raven A-6", or equal. Typical application thickness shall be a **nominal 150mils** thickness applied after surface preparation and primer is applied, in conformance with the manufacturer's recommendations.

3. Manhole rings and covers shall have "Sewer" embossed on the lid, and shall be from an approved supplier. Unless specified on the plans, Contractor shall furnish new manhole rings and covers.
  4. Concrete shall be minimum Class A, 3000 psi strength, air entrained concrete. All rebar must be minimum Grade 40 or better. All above and other materials shall be new with proper certification of materials.
- F. All sanitary sewer manholes shall be tested for leakage by plugging the inlet and outlet sewer pipes with tight plugs, filling the manhole with water to a depth of four feet above the top of the pipe or two feet above the existing ground water level, whichever is greater, and allowing one hour for saturation of the manhole material. After the one-hour saturation period, the manhole shall be refilled to the original level. Two hours after the refilling, the difference in water surface elevation from original to final level shall be measured and converted into gallons per hour lost through manhole leakage. The allowable leakage for manholes shall be 0.75 gallon per hour per foot diameter of the manhole.

<b>TABLE</b>		
<b>Manhole Diameter (feet)</b>	<b>Allowable Leakage (gallons)</b>	<b>Allowable Difference in Water Surface Elevation (inches)</b>
4'	3.00	0.38"
5'	3.75	0.31"
6'	4.50	0.26"

- G. When plugging an abandoned (or to be abandoned) sewer line, the contractor shall seal off pipes as shown on City-approved plans with a one-foot mortared brick plug. Said plug shall be leak-proof. Exposed surfaces shall be treated for protection from gaseous environment as directed by the City of Carlsbad.

- H. Unless otherwise approved by the City of Carlsbad, the Contractor shall use flowfill for backfilling of all manholes for distance of 3 feet beyond the diameter of the barrel or back to undisturbed soil bank. Flowfill shall be placed in no more than 4 foot lifts every 24 hours. Flowfill shall be from an approved commercial source.
  
- I. All Manhole collars shall be poured in either a round or octagon pattern with reinforcing steel to match the detail.



**CONSTRUCTION NOTES:**

- A. CONCRETE PIPE SUPPORTS SHALL EXTEND OUTSIDE OF M.H. TO BELL OF FIRST JOINT AND SHALL CRADLE PIPE TO SPRING LINE.
- B. PIPE PENETRATION INTO MANHOLE SHALL BE FLUSH TO 2" MAX., MEASURED AT SPRINGLINE OF PIPE.
- E. USE MAX. 4 COURSES GR. MS BRICK ON UNPAVED STREET FOR FUTURE ADJ. OF FRAME TO PAVEMENT GRADE. PLASTER INSIDE WITH 1/2" MORTAR.
- F. BASE TO BE POURED IN PLACE USING NO. 4 BARS AT 6" O.C. EA. WAY FOR M.H. DEPTH OF 16' OR GREATER. NO. 4 BARS AT 12" O.C. EA. WAY FOR M.H. LESS THAN 16' DEEP.
- H. INV. ELEV. OF STUB OR LATERAL AS SHOWN ON PLANS.
- J. 6" GROUT FILLET ON UPPER HALF OF PIPE AND AROUND BASE.
- K. USE A 5' X 5' CONCRETE PAD IN ALL AREAS.
- L. M.H. FRAME AND COVER, SEE DWG. 2110.
- M. CONCRETE FILL, 3000 PSI.
- N. SLOPE 1" PER FT. FROM PIPE CROWN.
- P. SHELF TO BE 9" WIDE MIN.
- Q. APPROVED WATERSTOP TO BE WITH TYPE OF PIPE.
- R. STEPS TO BE INSTALLED AS PER SPEC. SECTION 920.4.7.
- S. EMD (IN UNPAVED AREAS).
- T. IN UNPAVED AREAS SET FRAME TO GRADE AND SLOPE TOP OF PAD.

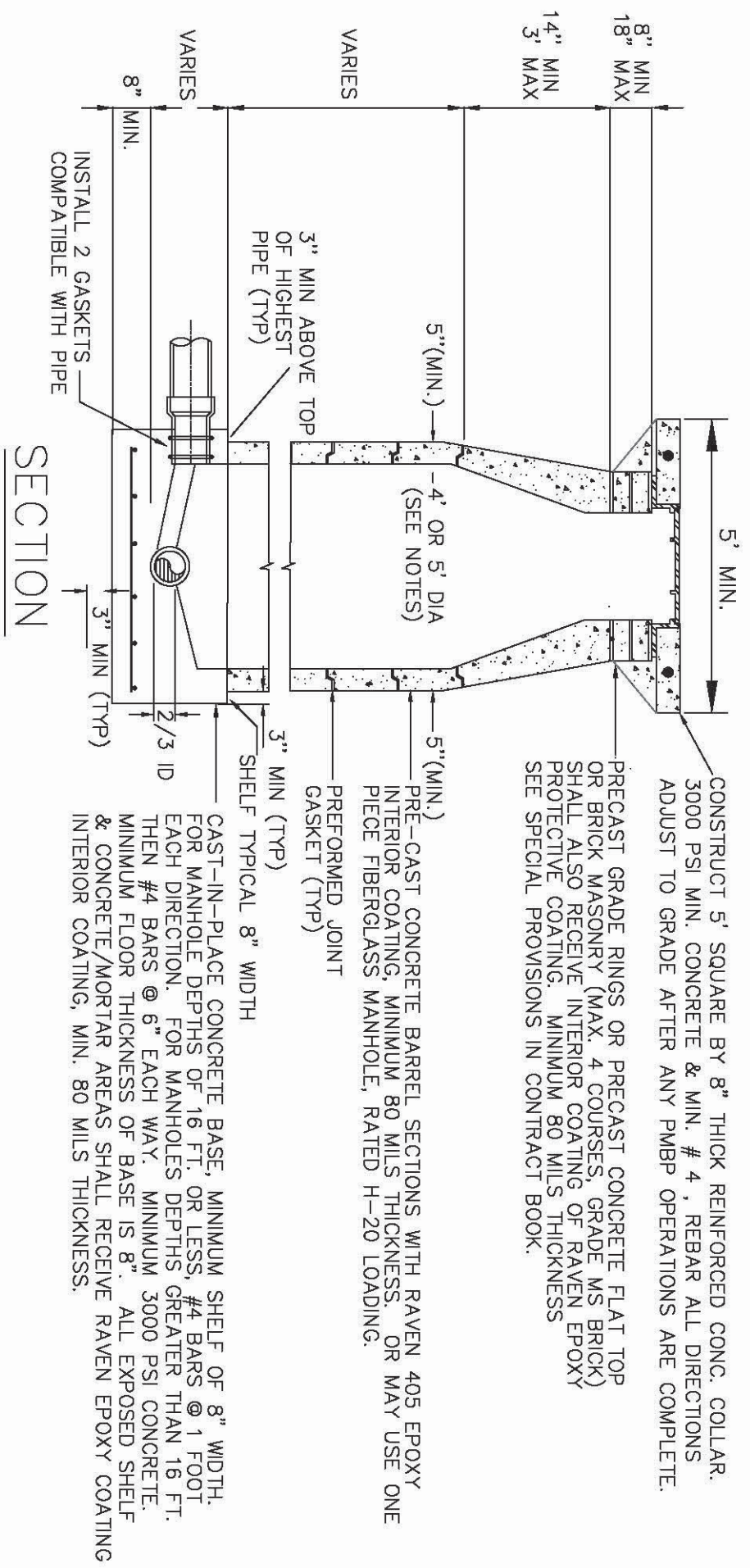
**GENERAL NOTES:**

- 1. TYPE E M.H. NOT TO BE USED FOR DEPTHS LESS THAN 6' MEASURED FROM INV. TO RIM.
- 2. M.H. GREATER THAN 18' IN DEPTH SHALL BE OF PRECAST CONC. SECTIONS ONLY.
- 3. DESIGN APPLIES TO 4' AND 6' I.D. MANHOLES.
- 4. USE NON-SHRINK GROUT FOR JOINTS, FILLETS & PIPE PENETRATIONS.
- 5. COMPACT ALL BACKFILL AROUND M.H. TO 95%.
- 6. POSITION M.H. OPENING OVER THE UPSTREAM SIDE OF MAIN LINE.

**MANHOLE DETAILS**

NOT-TO-SCALE

RIM AND LID TO BE STANDARD CAST IRON, BOTTOM FLANGE, 325 LB. WITH CONCEALED PICK SLOT AND VENT HOLE REQUIRED. WESTERN IRON WORKS MODEL 00120202. LID TO BE EMBOSSED WITH "SEWER."



CONSTRUCT 5' SQUARE BY 8" THICK REINFORCED CONC. COLLAR, 3000 PSI MIN. CONCRETE & MIN. # 4, REBAR ALL DIRECTIONS. ADJUST TO GRADE AFTER ANY PMBP OPERATIONS ARE COMPLETE.

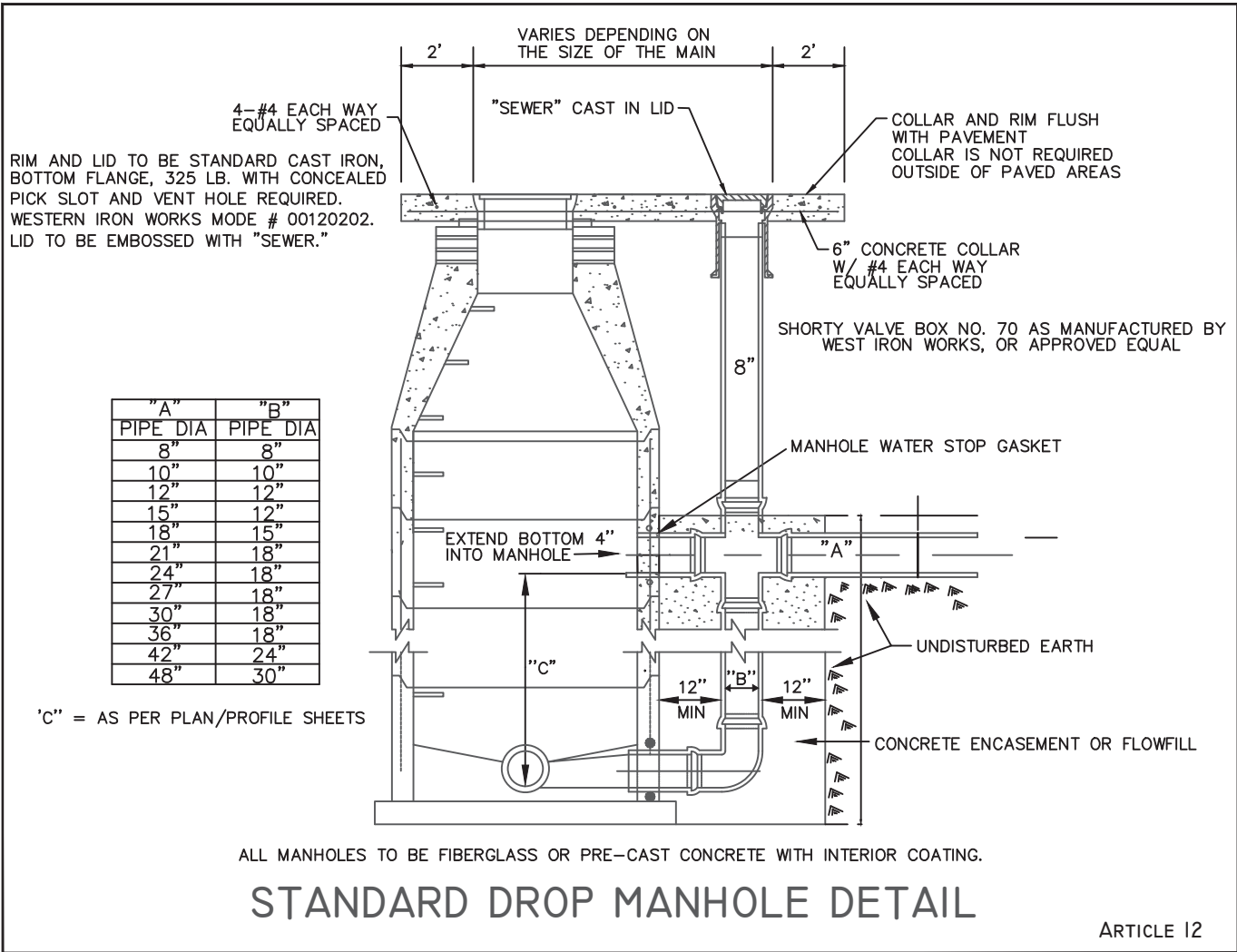
PRECAST GRADE RINGS OR PRECAST CONCRETE FLAT TOP OR BRICK MASONRY (MAX. 4 COURSES, GRADE MS BRICK) SHALL ALSO RECEIVE INTERIOR COATING OF RAVEN EPOXY PROTECTIVE COATING. MINIMUM 80 MILS THICKNESS SEE SPECIAL PROVISIONS IN CONTRACT BOOK.

5" (MIN.) PRE-CAST CONCRETE BARREL SECTIONS WITH RAVEN 405 EPOXY INTERIOR COATING, MINIMUM 80 MILS THICKNESS. OR MAY USE ONE PIECE FIBERGLASS MANHOLE, RATED H-20 LOADING.

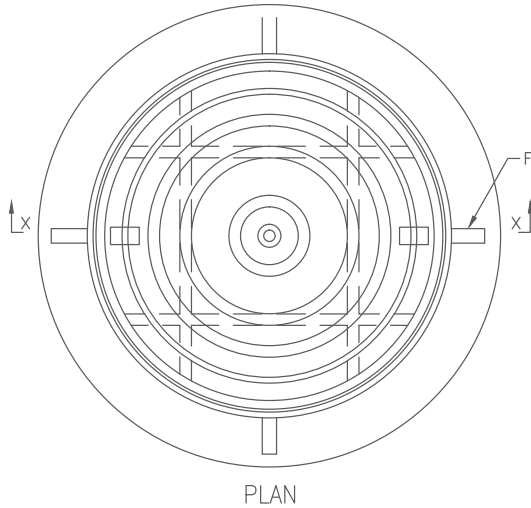
3" MIN (TYP) SHELF TYPICAL 8" WIDTH

CAST-IN-PLACE CONCRETE BASE, MINIMUM SHELF OF 8" WIDTH, FOR MANHOLE DEPTHS OF 16 FT. OR LESS, #4 BARS @ 1 FOOT EACH DIRECTION. FOR MANHOLES DEPTHS GREATER THAN 16 FT. THEN #4 BARS @ 6" EACH WAY. MINIMUM 3000 PSI CONCRETE. MINIMUM FLOOR THICKNESS OF BASE IS 8". ALL EXPOSED SHELF & CONCRETE/MORTAR AREAS SHALL RECEIVE RAVEN EPOXY COATING INTERIOR COATING, MIN. 80 MILS THICKNESS.

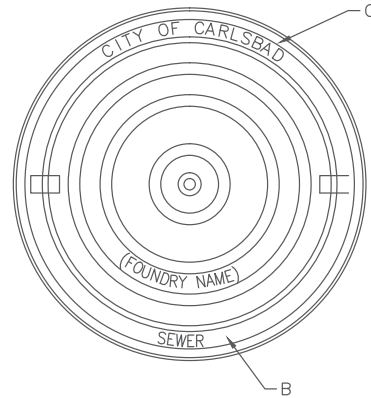
# STANDARD SEWER MANHOLE



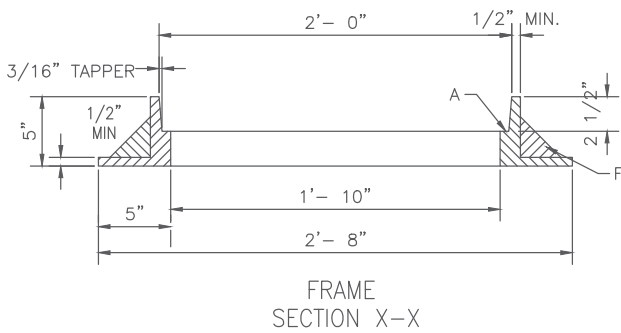
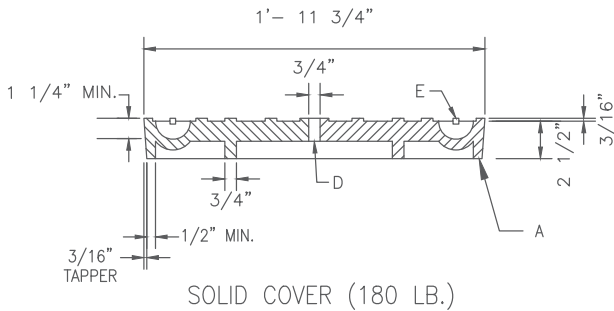




PLAN



LETTERING PLAN



GENERAL NOTES:

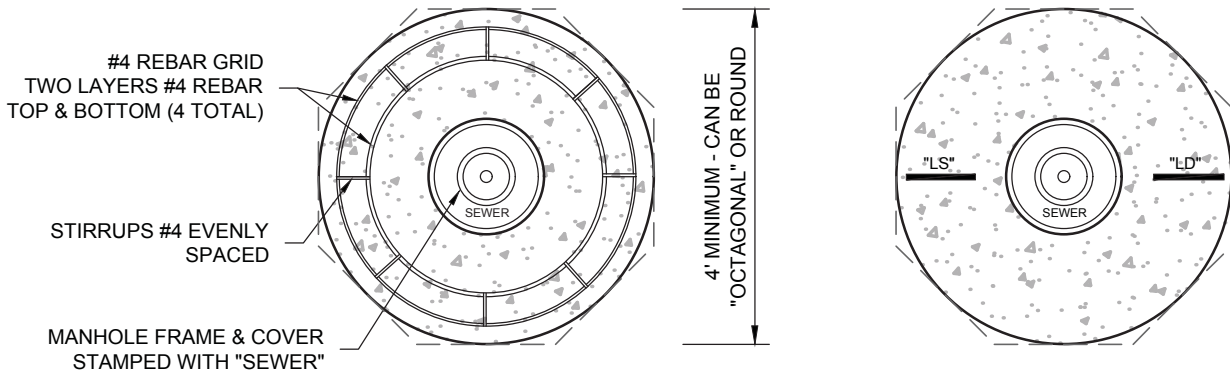
1. STANDARD CAST IRON M.H. FRAME AND COVER. WEIGHTS: COVER = 180 LBS., FRAME = 145 LBS. TOTAL = 325 LBS. (TOLERANCE = ±5%)
2. REFERENCE SPEC. SECTION 130.

CONSTRUCTION NOTES:

- A. MACHINED OR GROUND BEARING SURFACES.
- B. "SEWER", "WATER", OR "STORM" CAST ON COVER TO IDENTIFY SANITARY SEWER, WATER OR STORM DRAINAGE SYSTEMS RESPECTIVELY.
- C. LETTER SIZE TO BE 1" MIN. IN HEIGHT, TYPICAL.
- D. VENT HOLE REQUIRED.
- E. MONOLITHIC CAST IRON OR STEEL ROD INSERTS AT MANUFACTURER'S OPTION. IF INSERT IS PROVIDED IT MUST HAVE 3/16" MIN. COVER AND 3/4" END EMBEDMENT IN CASTING.
- F. GUSSETS OPTIONAL IF REQUIRED BY MANUFACTURER.

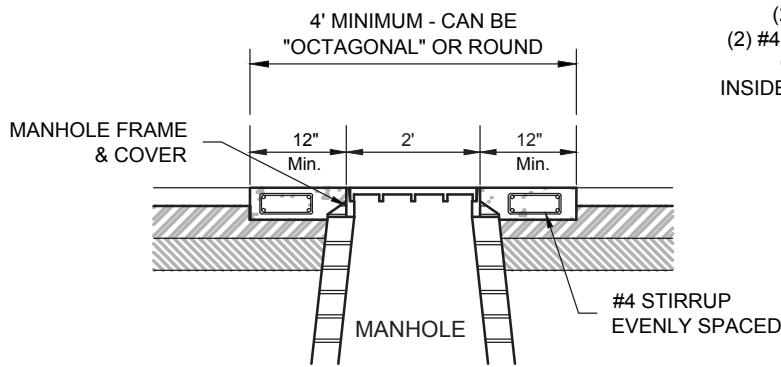
## FRAME & COVER DETAIL

4' CONCRETE WITH REBAR GRID



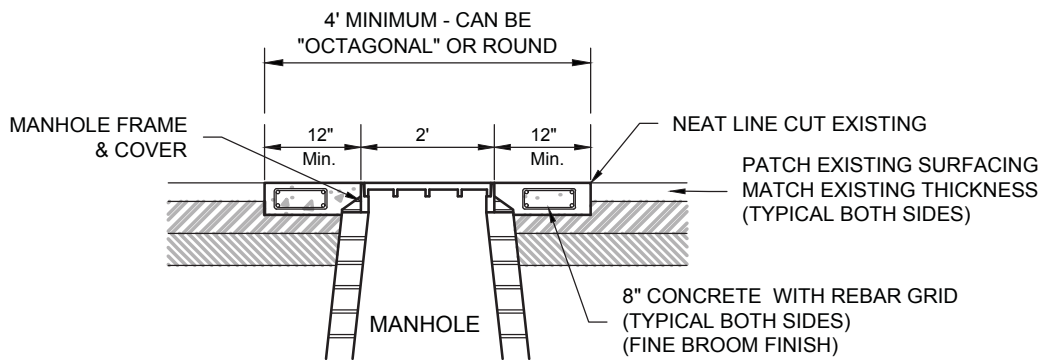
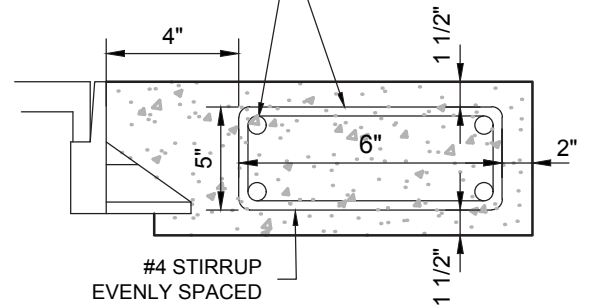
**PLAN**

"LS" = LINE SIZE  
 "LD" = LINE DIRECTION (6" LONG x 1/2" WIDE)  
 TOP OF CONCRETE COLLAR SHALL BE STAMPED  
 WITH LINE SIZE AND LINE DIRECTION.  
 MINIMUM LETTER SIZE SHALL 3" IN HEIGHT.



**REBAR SECTION**

(2) #4 REBAR TOP (1-1/2" CLEAR)  
 (2) #4 REBAR BOTTOM (1-1/2" CLEAR)  
 OUTSIDE BARS - 2" SIDE CLEAR  
 INSIDE BARS - 6" FROM OUTSIDE BAR



**PAVEMENT SECTION**

**ADJUST MANHOLE TO GRADE**

**ARTICLE 13**  
**POLICY ON FIRE LINE SYSTEMS**

**1. General**

- A. Fire line systems shall be unmetered and shall comply in all respects to the latest revision of the **International** Fire Code and the International Building Code currently being used by the City.
- B. The entire fire protection system shall belong to and be the responsibility of the property owner.
- C. Fire protection systems shall be approved by the City of Carlsbad Fire Marshall prior to the issuance of a building permit.
- D. After the Contractor secures the required permits from the City of Carlsbad, the City will tap the water main and install the fire line to the right-of-way line. The City will then charge the contractor/developer for time and materials.

**ARTICLE 14**  
**STANDARD SPECIFICATIONS FOR**  
**EXTERIOR LIGHTING**

**1. *General***

Section 56-120 of the City's Zoning Ordinance No. 2011-15 shall govern the use and requirements for exterior lighting.

The developer shall make provisions for the installation of exterior street lighting with nominal spacing of one (1) light fixture every three hundred (300) linear feet, unless an alternative lighting plan is approved by the City of Carlsbad. For local streets, less than three hundred (300) linear feet, street lighting will be installed at all intersections and at the end of a cul-de-sac.

All "new" street lighting shall be served by underground electrical lines unless otherwise approved by the City. The developer shall pay the cost for installation of a "complete" and workable lighting system. This shall include coordination with the local electrical provider and the City's Planning Director.

Upon acceptance, the City (or the City's contractor) will assume the operation and maintenance of the lighting system.

**2. *Night Sky Protection Act***

All lighting systems shall comply with the State of New Mexico's "Night Sky Protection Act", [74-12-1 NMSA 1978].

**ARTICLE 15**  
**STANDARD SPECIFICATIONS FOR**  
**STORM DRAINAGE**

**1. General**

This section addresses the guidelines and minimum standards for storm drainage systems and/or storm flow routing, design, and methodology for all projects within the City of Carlsbad. The criteria presented here is intended to be applied to local facilities only. Local facilities are those designed by and constructed by developers or local property owners, and which serve an area smaller than fifty (50) acres.

- A. A Drainage and Grading Permit is required prior to commencement of any site grading. Permits are available in the Planning, Engineering and Regulation Department or on the City's website. The City Engineer reviews and approves these permits and is the point of contact for questions related to drainage and grading within the City.
- B. All grading and drainage changes or improvements shall conform to the City's Drainage Master Plan. For sites equal to and greater than fifty (50) acres, the City shall determine design parameters for drainage facilities, on a case-by-case basis.
- C. All developments/improvements shall not increase the downstream flows and the difference between the pre and post development runoff shall be detained and released as follows:
  - 1. Retention facilities are not permitted. Storm flows and detention facilities must be designed to release all flows within a seventy two (72) hour period, following a storm event. Any water standing after the seventy two (72) hour period, shall be pumped or otherwise removed.
  - 2. Individual commercial site developments that meet the Drainage and Grading Permit requirements will have detention facilities designed for a ten (10) year storm event. Public infrastructure and subdivisions shall require detention facilities for a twenty-five (25) year storm event. *This needs to be clarified a little more to match what is stated in the City of Carlsbad Subdivision Ordinance.*
- D. In general, storm drainage systems, detention facilities, and storm flow routing for all projects shall be designed to:
  - 1. Maintain developed flow discharge rates equal to or less than pre-development rates; and

2. Minimize the increase in the rate of flow discharging from newly developed properties through the use of detention facilities; and
3. Limit point flows discharging at property lines from new developments to non-erosive velocities and controlled depths of flow; and
4. Maintain natural drainage paths unless the natural drainage path conflicts with paragraph 5.
5. Storm flows from the developed site shall be directed to public rights-of-ways or easements. Any storm flows routed to private property, off the site, shall require a private easement or other agreement. A copy of this easement or agreement shall be provided to the City Engineer.

## **2. *Drainage Analysis Criteria***

- A. Runoff Analysis Methods: Runoff shall be computed in accordance with the Rational Method. Runoff coefficients are shown in Table I and II.
- B. Design Storm Frequency: Facilities shall be designed to provide protection against both minor storms and major storms. Minor storms are defined as those with a 10-year return frequency. Major storms are defined as those with a 100-year return frequency.
- C. Design Storm Intensity: The rainfall intensity is the rainfall rate in inches per hour at a duration equal to the time of concentration. Rainfall Intensity-Duration-Frequency data shall be derived from the NOAA Atlas 14 Point Precipitation Frequency Estimates: New Mexico for the longitude and latitude for the project site.

**TABLE I**  
**Rational Method Runoff Coefficients**

Categorized by Surface	
Forested	0.059 - 0.2
Asphalt	0.80
Brick	0.75
Concrete	0.85
Shingle Roof	0.75 - 0.95
Lawns, Well Drained (Sandy Soil)	
Up to 2% Slope	0.07
2% to 7% Slope	0.12
Over 7% Slope	0.17
Lawns, Poor Drainage (Clay Soil)	
Up to 2% Slope	0.15
2% to 7% Slope	0.20
Over 7% Slope	0.30
Driveways, Walkways	0.80

**TABLE II**  
**Rational Method Runoff Coefficients**

Categorized by Use	
Farmland	0.05 - 0.3
Pasture	0.05 - 0.3
Unimproved	0.1 - 0.3
Parks	0.1 - 0.25
Cemeteries	0.1 - 0.25
Railroad Yard	0.2 - 0.4
Playgrounds (except asphalt or concrete)	0.15 - 0.30
Business Districts	
Neighborhood	0.5 - 0.7
City (Downtown)	0.7 - 0.95
Residential	
Single Family	0.3 - 0.5
Multi-plexes, detached	0.4 - 0.6
Multi-plexes, attached	0.6 - 0.75
Suburban	0.25 - 0.4
Apartments, Condominiums	0.5 - 0.7
Industrial	
Light	0.5 - 0.8
Heavy	0.6 - 0.9



**TABLE III**  
**Manning's Roughness Coefficients**

SURFACE	MANNING'S N VALUE
PVC Pipe	0.010
Smooth Concrete (Trowel Finish)	0.013
Ordinary Concrete Lining	0.014
Vitrified Clay	0.015
Brick with Cement Mortar	0.014
Cast Iron	0.015
Corrugated Metal Pipes	0.023
Cement Rubble Surface	0.024
Short Grass	0.015
Dense Grass	0.024
Bermuda Gross	0.041
Cultivated Soils (Residue Cover < 20%)	0.060
Cultivated Soils (Residue Cover > 20%)	0.170
Rangeland	0.130
Earth Channel (Straight and uniform)	0.023
Earth Channel (Coarse gravel; wav banks)	0.025
Earth Channel (Rough stony beds, irregular sections, weeds)	0.030
HDPE (smooth wall) Pipe	0.009

### **3. Hydraulic Criteria**

- A. Although the primary use of streets shall be for the conveyance of traffic, streets can be used to convey storm runoff with the following limitations:
1. Minor Storm
    - a. Arterial Streets - Two 12 foot wide driving lanes (one in each direction) shall be clear of water and The depth of flow at intersections with other streets shall be less than or equal to six (6) inches;
    - b. Local and Collector Streets - The depth of flow at the gutter flow line shall be less than or equal to six (6) inches.
  2. Major Storm
    - a. The product of the flow depth (feet) at the gutter flow line times the average flow velocity (feet per second) shall be less than or equal to eight (8)
    - b. The depth of flow at the gutter flow lines shall be less than or equal to one (1) foot
    - c. The transverse street flow depth on through traffic streets shall be less than or equal to one (1) foot.
    - d. Flows must be contained within the street right-of-way.
- B. Open Channels: Channel capacities shall be computed using the Manning Formula for uniform flow. Values of the Manning “n” coefficient are shown in Table III. All channels shall be designed with proper and adequate erosion control features.
- C. Storm Drains and Inlets: Storm drains and inlets shall be provided when flows exceed allowable street capacities and at locations where ponding of water is likely to occur if adequate facilities are in place to serve the storm drain. The Manning formula shall be used to compute capacity and velocity of flows within storm drains. The average full-flow velocity shall not be less than two feet/second. Pipes shall not be smaller than 18" diameter. Computations for storm drain and inlet design capacities shall be submitted to the City of Carlsbad.

#### 4. **Detention Facilities**

##### A. General:

1. To limit runoff rates to pre-development levels, storm water facilities shall be provided. Detention facilities can include landscaped areas, parking lots, roof top storage, constructed basins, or suitable combinations thereof.
2. Detention facilities shall be designed to accommodate any offsite runoff entering the development. Those developments immediately adjacent to specific major drainage ways, or existing storm drainage systems, if the analysis shows no major impacts on downstream flows, may have detention requirements waived, subject to the approval of the City of Carlsbad. Developments where post development rates are less than pre-development rates, may be exempt from detention requirements, subject to the approval of the City of Carlsbad.

##### B. Design Method:

1. Inflow Hydrograph - The calculated inflow hydrograph, in combination with the maximum outlet flow, determines the required detention storage volume. Using the Rational Method, a triangular inflow hydrograph can be constructed using the following assumptions:
  - a. Peak flow occurs at the "time-of-concentration" ( $t_c$ )
  - b. Flow increases linearly from  
 $Q = 0$  to  $Q = Q_{\text{peak}}$  for  $t = 0$  to  $t = t_c$
  - c. Flow decreases linearly from  
 $Q = Q_{\text{peak}}$  to  $Q = 0$  for  $t = t_c$  to  $t = 2(t_c)$
  - d. Inflow rates shall be calculated using a 24 hour, 25-year storm under developed conditions
2. Outflow Limitations - The maximum outlet capacity shall be calculated using a 24 hour, 10-year storm and existing conditions.
3. Volume Calculation - After the inflow hydrograph and outflow rating curve have been determined the required storage volume can be calculated as follows:

$$V = 60(T_c)(Q_I)(1 - Q_o / Q_I)$$

$T_c$  = Time of Concentration (min)

$Q_I$  = Peak Inflow (cfs)

$Q_o$  = Peak Outflow (cfs)

**EXAMPLE**

$T_c$  = 15.2 minutes

$Q_I$  = 29 cfs

$Q_o$  = 13 cfs

$$V = 60(15.2)(29)(1 - 13/29) \\ = 14,546 \text{ c.f.}$$

# Carlsbad, New Mexico Detention Storage Volume Example

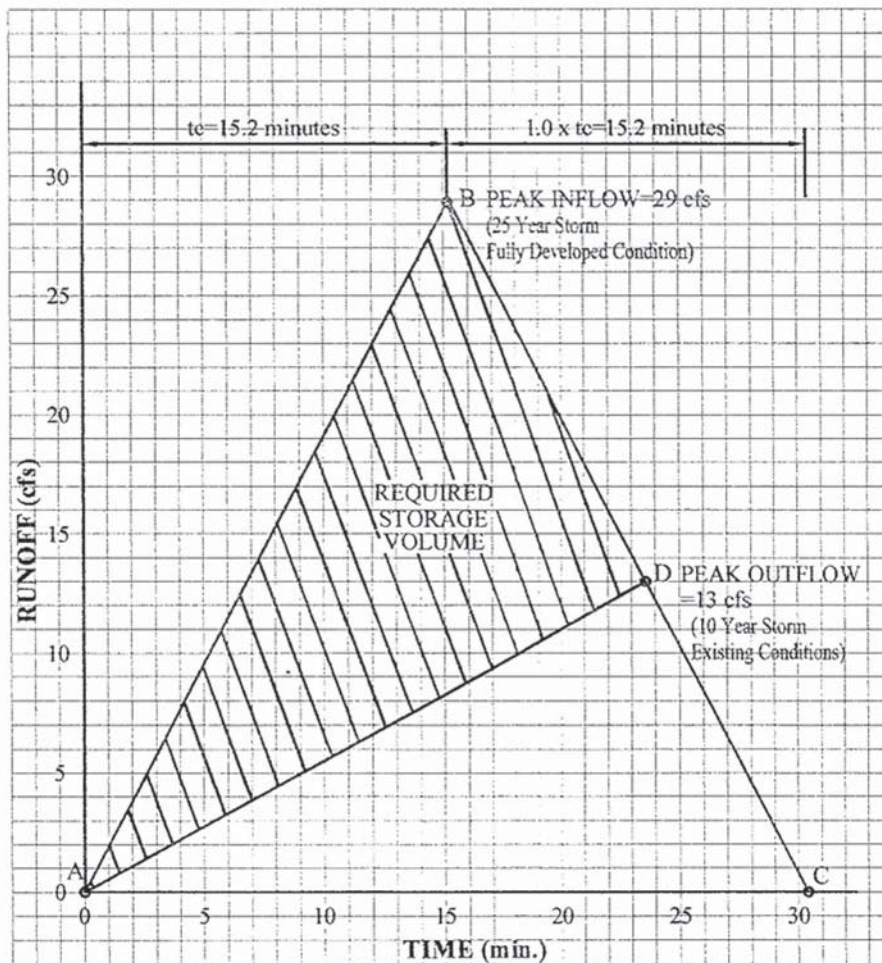


Figure II

## **5. Submittal Requirements - Residential Subdivisions**

### **A. General**

1. All drainage reports shall be prepared by a Professional Engineer Registered in the State of New Mexico.
2. The report shall include a description of the existing drainage patterns within the development as well as a discussion of the proposed storm drainage system for the development, including the detention and stormflow routing options to be used, and the effect of this drainage system on adjacent properties. If requested by the City of Carlsbad, infiltration and absorption tests shall be performed on the site, and recommendations submitted for silt and erosion control.

### **B. Preliminary Drainage Study**

1. A Preliminary Drainage Report shall accompany all applications for Preliminary Plat approval of subdivisions within the City of Carlsbad.
2. The purpose of the Preliminary Drainage Report is to identify major drainage ways, ponding areas, locations of culverts, bridges, open channels and drainage basins which are contributory to the proposed development. In addition, the ability of downstream drainage facilities to pass runoff from the proposed development must be analyzed in the Study.
3. The report shall include, but not be limited to the following information and calculations:
  - a. Calculations for peak flow from all offsite tributary drainage areas.
  - b. Calculations for peak flow within the proposed development.
  - c. Delineation of all flood boundaries delineated on the FEMA Flood Plan Maps and major drainage ways within 200 feet of the proposed development.
  - d. Discussion of stormflow routing within and through the development.
  - e. Discussion and analysis of downstream drainage facilities.
  - f. Hydraulic calculations for all stormflow routing conveyances.
  - g. Report shall be typed and bound on 8½" x 11" paper.

4. Drawings for the Preliminary Drainage Report shall include but not be limited to the following:
    - a. Any and all flood plains and floodways within 200 feet of the proposed development.
    - b. Existing topography and stormflow patterns.
    - c. Location and size of existing and proposed streets, open channels, storm drains, detention areas, and other drainage structures.
    - d. Identification of all existing and post-development drainage basins within the development and tributary to the development.
- C. Final Drainage Report - The Final Drainage Report shall be a detailed study and analysis of the drainage in the proposed development. It shall include detailed calculations for all runoff within the proposed development and detailed calculations supporting the design of all drainage structures within the development.
1. A Final Drainage Report shall accompany all applications for Final Plat approval of subdivisions within the City of Carlsbad. A Drainage Report shall also accompany construction drawings submitted for a City Building Permit for the following projects:
    - a. Commercial and industrial developments.
    - b. Multi-family developments greater than three (3) acres in area.
  2. Construction plans for all drainage structures, grading plans and street grades where applicable, shall also be considered part of the Final Drainage Report.
  3. Drawings and calculations comprising the final drainage study shall include, but not be limited to the following information:
    - a. Existing and proposed contours for the proposed development. (one (1) foot minimum contour interval).
    - b. Locations and elevations of benchmarks.
    - c. Property lines.
    - d. Streets, R-O-W limits, names and grades.
    - e. Existing drainage facilities and structures, including existing irrigation ditches, roadside ditches, drainage ways, gutter flow

directions, and culverts. All pertinent information such as size, slope, and location of existing drainage ways shall be included to facilitate review and approval of drainage plans.

- f. Proposed type of curb and gutter and gutter flow directions.
- g. Proposed storm drains, open drainage ways and right-of-way requirements, including proposed inlets, manholes, culverts, erosion control and energy dissipation devices, and any other required appurtenances necessary for drainage control.
- h. Proposed inflow and outfall point(s) for runoff from the study area.
- i. Routing and accumulative flows at various critical points for the minor (10 year) and major (100 year) storm runoff.
- j. Minimum finished floor elevation and ground site elevations at all critical building locations for protection from major storm runoff.
- k. Proposed phasing of the subdivision or development and the associated storm flow routing or detention facilities.

## **6. Submittal Requirements – Commercial and Industrial Developments or Subdivisions**

### **A. General**

- 1. All drainage reports shall be prepared by a Professional Engineer Registered in the State of New Mexico.
- 2. The report shall include a description of the existing drainage patterns within the development as well as a discussion of the proposed storm drainage system for the development, including the detention and stormflow routing options to be used, and the effect of this drainage system on adjacent properties. If requested by the City of Carlsbad, infiltration and absorption tests shall be performed on the site, and recommendations submitted for silt and erosion control.

### **B. A Preliminary Drainage Report shall accompany all applications for Final Plat approval of subdivisions within the City of Carlsbad's five-mile jurisdiction.**

- 1. The purpose of the Preliminary Drainage Report is to identify major drainage ways, ponding areas, locations of culverts, bridges, open



channels and drainage basins which are contributory to the proposed development. In addition, the ability of downstream drainage facilities to pass runoff from the proposed development must be analyzed in the Study. The report shall include, but not be limited to the following information and calculations:

- a. Calculations for peak flow from all offsite tributary drainage areas.
  - b. Calculations for peak flow within the proposed development for existing and developed conditions both off site and onsite.
  - c. Delineation of all flood boundaries and major drainage ways within 200 feet of the proposed development.
  - d. Discussion of stormflow routing within and through the development.
  - e. Discussion and analysis of downstream drainage facilities.
  - f. Hydraulic calculations for all stormflow routing conveyances.
  - g. Report shall be typed and bound on 8½" x 11" paper.
  - h. Existing topography and storm flow patterns within 300 feet of the proposed development.
2. Drawings for the Preliminary Drainage Report shall include but not be limited to the following:
- a. Any and all flood plains and floodways within 200 feet of the proposed development.
  - b. Existing topography and stormflow patterns.
  - c. Location and size of existing and proposed streets, open channels, storm drains, detention areas, and other drainage structures.
  - d. Identification of all existing and post-development drainage basins within the development and tributary to the development.
3. The Final Drainage Report shall be a detailed study and analysis of the drainage in the proposed development. It shall include detailed calculations for all runoff within the proposed development and detailed calculations supporting the design of all drainage structures within the development.

4. A Final Drainage Report shall accompany all applications for a City Building Permit.
5. Construction plans for all drainage structures, grading plans and street grades where applicable, shall also be considered part of the Final Drainage Report.
6. Drawings and calculations comprising the final drainage study shall include, but not be limited to the following information:
  - a. Existing and proposed contours for the proposed development (one (1) foot minimum contour interval); and
  - b. Locations and elevations of benchmarks; and
  - c. Property lines; and
  - d. Streets, R-O-W limits, names and grades; and
  - e. Existing drainage facilities and structures, including existing irrigation ditches, roadside ditches, drainage ways, gutter flow directions, and culverts. All pertinent information such as size, slope, and location of existing drainage ways shall be included to facilitate review and approval of drainage plans; and
  - f. Proposed type of curb and gutter and gutter flow directions.
  - g. Proposed storm drains, open drainage ways and right-of-way requirements, including proposed inlets, manholes, culverts, erosion control and energy dissipation devices, and any other required appurtenances necessary for drainage control.
  - h. Proposed inflow and outfall point(s) for runoff from the study area.
  - i. Routing and accumulative flows at various critical points for the minor (10 year) and major (100 year) storm runoff.
  - j. Minimum finished floor elevation and ground site elevations at all critical building locations for protection from major storm runoff.
  - k. Proposed phasing of the subdivision or development and the associated storm flow routing or detention facilities.
  - l. Summary calculations for inlet capacity and gutter flow depth using headwater depth for culverts and culvert capacity, to also include storm sewer HGL and capacity.

**Appendix A**  
**City of Carlsbad Contact Information**

**Mailing Address (for all Departments):**

City of Carlsbad  
P.O. Box 1569  
Carlsbad, NM 88221

**Physical Address:**

City of Carlsbad – Municipal Building  
101 N. Halagueno Street  
Carlsbad, NM 88220  
(575) 887-1191  
(800) 658-2713

Planning, Engineering and Regulation Department  
114 S. Halagueno Street  
Carlsbad, NM 88220  
(575) 885-1185

Utilities Department  
1502 W. Stevens St.  
Carlsbad, NM 88220  
(575) 234-7970

Public Works Department  
1702 W. Fox Street  
Carlsbad, NM 88220  
(575) 234-7970

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 23 July 2019

<b>DEPARTMENT:</b> Legal	<b>BY:</b> E. Riordan	<b>DATE:</b> July 12, 2019											
<b>SUBJECT:</b> Proposed Resolution requiring the removal of the trash and debris at 612 South Sixth Street													
<b>BACKGROUND, ANALYSIS AND IMPACT:</b> (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)  <p>The property commonly known as 612 South Sixth Street is in a residential area a few homes north of the intersection of Lea and Sixth Streets. The property contains a single family residence and a couple of accessory buildings.</p> <p>Code Enforcement began working on this property in May 2018. The property appeared to be unoccupied, but there were dogs in a fenced area. Junk and debris was scattered in the yards including old tires, barrels, scrap metal, wood, and other various items. Code Enforcement attempted to contact the owners or occupants both at the property and through letters, but there has been no response, although some cleaning appeared to be done. The property, however, was not brought into compliance. Code Enforcement continued to try to contact the owners/occupants about the property's condition, but the property remained in violation. Code Enforcement now recommends the property be considered by Council for cleanup.</p> <p>In May 2019, the property was reinspected by both the City Code Enforcement Officer and the Fire Marshal. They found that the property had not been cleaned. It remained in violation of a number of health and safety codes due to the junk, debris, and trash.</p> <p>A resolution has been prepared which, if adopted, would require the property owners to remove all ruins, rubbish, wreckage, debris, and/or weeds from the property within thirty days of the service of the resolution. According to the records of the Eddy County Assessor, Javier R. and Veronica R. Lopez own or have an interest in the property. On July 12, 2019, a certified letter was sent to the Lopezes at 612 South Sixth Street, the address on the Eddy County Assessor's records for them. The letter invited them to attend the meeting and speak with Council about the property.</p>													
<b>DEPARTMENT RECOMMENDATION:</b> Adopt the proposed resolution.													
<b>BOARD/COMMISSION/COMMITTEE ACTION:</b> N/A													
<table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> P &amp; Z</td> <td><input type="checkbox"/> Lodgers Tax Board</td> <td><input type="checkbox"/> Cemetery Board</td> <td rowspan="2" style="vertical-align: middle;">} <input type="checkbox"/> APPROVED }</td> </tr> <tr> <td><input type="checkbox"/> Museum Board</td> <td><input type="checkbox"/> San Jose Board</td> <td><input type="checkbox"/> Water Board</td> </tr> <tr> <td><input type="checkbox"/> Library Board</td> <td><input type="checkbox"/> North Mesa Board</td> <td><input type="checkbox"/> _____ Committee</td> <td><input type="checkbox"/> DISAPPROVED</td> </tr> </table>			<input type="checkbox"/> P & Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board	} <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"/> North Mesa Board	<input type="checkbox"/> _____ Committee	<input type="checkbox"/> DISAPPROVED
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<p><b>Reviewed by:</b>  <b>City Administrator</b> <u>/s/ Michael A. Hernandez</u> <b>Date:</b> <u>07-18-19</u></p>													

ATTACHMENT(S):

- Proposed Resolution with Attachments
- Photographs
- Letter to Javier R. and Veronica R. Lopez mailed July 12, 2019

**RESOLUTION NO. 2019- 30**

**A RESOLUTION FINDING 612 S. SIXTH St.  
TO BE COVERED WITH RUINS, RUBBISH,  
WRECKAGE, WEEDS, DEBRIS; AND  
REQUIRING THE REMOVAL OF THE RUINS,  
RUBBISH, WRECKAGE, DEBRIS, AND/OR  
WEEDS.**

WHEREAS, the records of the Eddy County Assessor's Office show Javier R. & Veronica R. Lopez to be the owner of or to have an interest in the property commonly known as 612 S. Sixth St., Carlsbad, Eddy County, New Mexico, and more particularly described as:

Lot 7, Block 1 Welshire Subdivision

hereinafter referred to as "Property", and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INTRODUCED, PASSED, ADOPTED, AND APPROVED this \_\_\_\_ day of July, 2019

\_\_\_\_\_  
DALE JANWAY, MAYOR

ATTEST:

\_\_\_\_\_  
NADINE MIRELES, CITY CLERK



**CITY OF CARLSBAD**

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

**CODE ENFORCEMENT REPORT**

<b>Case Number:</b>  CE- <u>18</u> - <u>91</u>	<b>Date of Complaint:</b> 4/15/18	<b>Complaint Taken By:</b> Harrell
	<b>Complainant Name:</b>	<b>Phone Number:</b>

**Complaint Location:**  
612 S. Sixth St.

**Details of Complaint:**  
Trash, Junk, Debris, weeds, non running vehicles, dogs not being taken care of

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

**Narrative:**  
 Upon inspection, this property looked to be unoccupied. There was trash/junk/debris/weeds, old tires, non running vehicles and a non running motorcycle. A flat bed trailer in front yard over extended on the sidewalk. Tree branches over hanging in the road and across sidewalk. Strong odor of dog feces. I knocked on the door and immediately dogs started barking from the back yard. No one answered the door. I attempted to make contact again with no answer. A letter was sent on 5/10/18 with no response. During a follow up a couple weeks later, it appeared some progress was being made. I decided at the time to give them a little longer before attempting contact. All progress stopped. Another attempt was made on 8/29/18 with no answer. A door hanger was left. A few day's later, it appeared some more progress was made. All progress has come to a stop and a final letter was sent on 5/15/19. Progress only takes place when a letter or door hanger is left. The home owner shows no sign the property will be cleaned. A condemnation will be started on this property.

**Disposition of Case:**

No Basis for Complaint: \_\_\_\_\_

Mailed Notice of Violation/Date: 5/10/18, 5/15/19

Door Hanger Notice of Violation/Date: 8/29/18

Verbal Warning/Date: \_\_\_\_\_

Referred to Other Agency: \_\_\_\_\_

Other: \_\_\_\_\_

	EHarrell	4/16/19
<b>Code Enforcement Signature</b>	<b>Printed Name</b>	<b>Date</b>

**Report Information:**  
 Entered into Database on: \_\_\_\_\_ By: \_\_\_\_\_ Page \_\_\_ of \_\_\_



**15 CITY OF CARLSBAD**

Planning, Engineering, and Regulation Department

**Code Enforcement Division**

101 N. Halagueno St., PO Box 1569

Carlsbad, New Mexico 88220

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



**NOTICE OF CODE VIOLATION**

Date: 5/10/18

Case: CE- 18 - 091

Address: 612 S. Sixth St.

Carlsbad, New Mexico 88220

Name and Address of Property Owner or Occupant\*

LOPEZ, JAVIER R & VERONICA R

612 S 6TH ST

CARLSBAD, NM 88220

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

**COMPLETION OF CORRECTIVE ACTION(S) IS REQUIRED NO LATER THAN: 5/20/18**

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

Please clean all junk/trash/debris from property and bring up to code. Any non running vehicles? Property is in bad disarray. Any questions call at 575-885-1185 ext. 2239

**CODE VIOLATED:**

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

**CODE VIOLATED:**

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

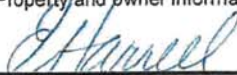
**CODE VIOLATED:**

**VEHICLE STORAGE (CCO 50-06(d)):** No person in charge or control of any property within the city, whether as owner, tenant, occupant, lessee or otherwise, shall allow any partially dismantled, non-operating, wrecked, junked or discarded vehicle to remain on such property longer than 48 hours; and no person shall leave any such vehicle on any property within the city for a longer period of time than 48 hours; except that this section shall not apply with regard to a vehicle in an enclosed building or otherwise screened from public view or a vehicle in an appropriate storage place or depository maintained in a lawful place and manner by the city.

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

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

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

  
Code Enforcement Signature

EHarrell  
Printed Name

5/10/18  
Date

ADDRESS: 612 S. 6th

DATE: 8/29/18

Page \_\_\_ of \_\_\_

CE-18-091

Door Hanger  Case Notes  Information  Persons Information



CITY OF CARLSBAD  
CODE ENFORCEMENT

(575) 885-1185

612 6th St

**NOTICE**

CODE ENFORCEMENT DIVISION  
CITY OF CARLSBAD

WHILE YOU WERE OUT A CODE ENFORCEMENT  
OFFICER INSPECTED YOUR RESIDENCE AT:

10:31 AM \_\_\_\_\_ PM

**FOR THE FOLLOWING REASON(S):**

- OVERGROWN WEEDS ON PROPERTY (CCO 22-64)
- WEEDS ON ADJACENT RIGHT OF WAY OR ALLEY
- OVERHANGING TREE OR SHRUBBERY (CCO 46-71 1,2)
- ACCUMULATION OF FECES (CCO 22-02)
- OPEN STORAGE OF TRASH/DEBRIS/JUNK (CCO 22-01)
- INOPERABLE VEHICLE(S) (CCO 50-6)
- RV/BOAT/TRAILER IN FRONT OF PROPERTY (CCO 56-70(13))
- UNAUTHORIZED RESIDENCE IN RV (CCO 56-42(S) (5) (a))
- DISCHARGE OF UNTREATED SEWAGE (CCO 52-98)
- NO BUILDING PERMIT/ NOT DISPLAYED (CCO 52-421)
- ILLEGAL SIGN ON PROPERTY (CCO 42-06)
- ADDRESSING OF BUILDING (CCO 46-139)
- NO BUSINESS REGISTRATION/NOT DISPLAYED (CCO 28-29)
- UNAUTHORIZED GRAFFITI (CCO 31-14 (4))
- ILLEGAL LIVESTOCK

OTHER Please make contact ASAP

YOU ARE HEREBY GIVEN 10 DAYS TO TAKE  
CARE OF VIOLATION BEFORE A CITATION IS ISSUED

DATE 8-29-18

CODE ENFORCEMENT OFFICER E. Harrell

PHONE Ext. 2239

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



**NOTICE OF CODE VIOLATION**

Date: 5/15/19  
Case: CE- 18 - 91  
Address: 612 S. Sixth St.  
Carlsbad, New Mexico 88220

Name and Address of Property Owner or Occupant\*  
LOPEZ, JAVIER R & VERONICA R  
612 S 6TH ST  
CARLSBAD, NM 88220

**FINAL NOTICE**

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

**COMPLETION OF CORRECTIVE ACTION(S) IS REQUIRED NO LATER THAN: 5/25/19**

**CORRECTIVE ACTION TO BE TAKEN (WHAT YOU SHOULD DO) BEFORE DEADLINE:**  
This will be your last notice before a condemnation is submitted to council. Please clean all junk/trash/debris from property including front yard and back yard. Bring all non running vehicles up to code. Cut all weeds including the alley on your side. Thank you for your compliance. Any questions call this office at 575-885-1185 ext. 2239

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

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

**CODE VIOLATED:**  
**VEHICLE STORAGE (CCO 50-06(d)):** No person in charge or control of any property within the city, whether as owner, tenant, occupant, lessee or otherwise, shall allow any partially dismantled, non-operating, wrecked, junked or discarded vehicle to remain on such property longer than 48 hours; and no person shall leave any such vehicle on any property within the city for a longer period of time than 48 hours; except that this section shall not apply with regard to a vehicle in an enclosed building or otherwise screened from public view or a vehicle in an appropriate storage place or depository maintained in a lawful place and manner by the city.

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

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

 Code Enforcement Signature  
E Harrell Printed Name  
5/15/19 Date





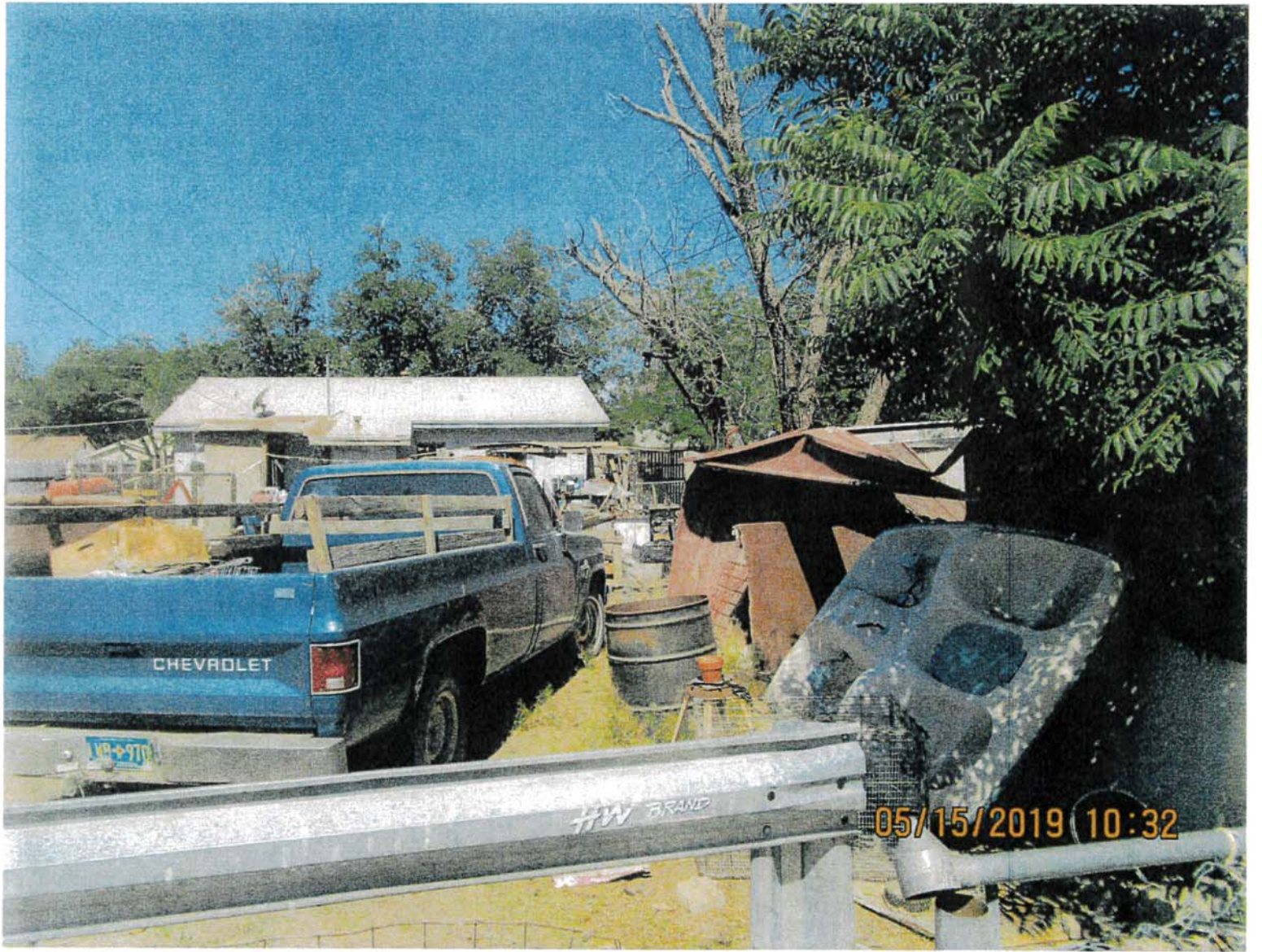


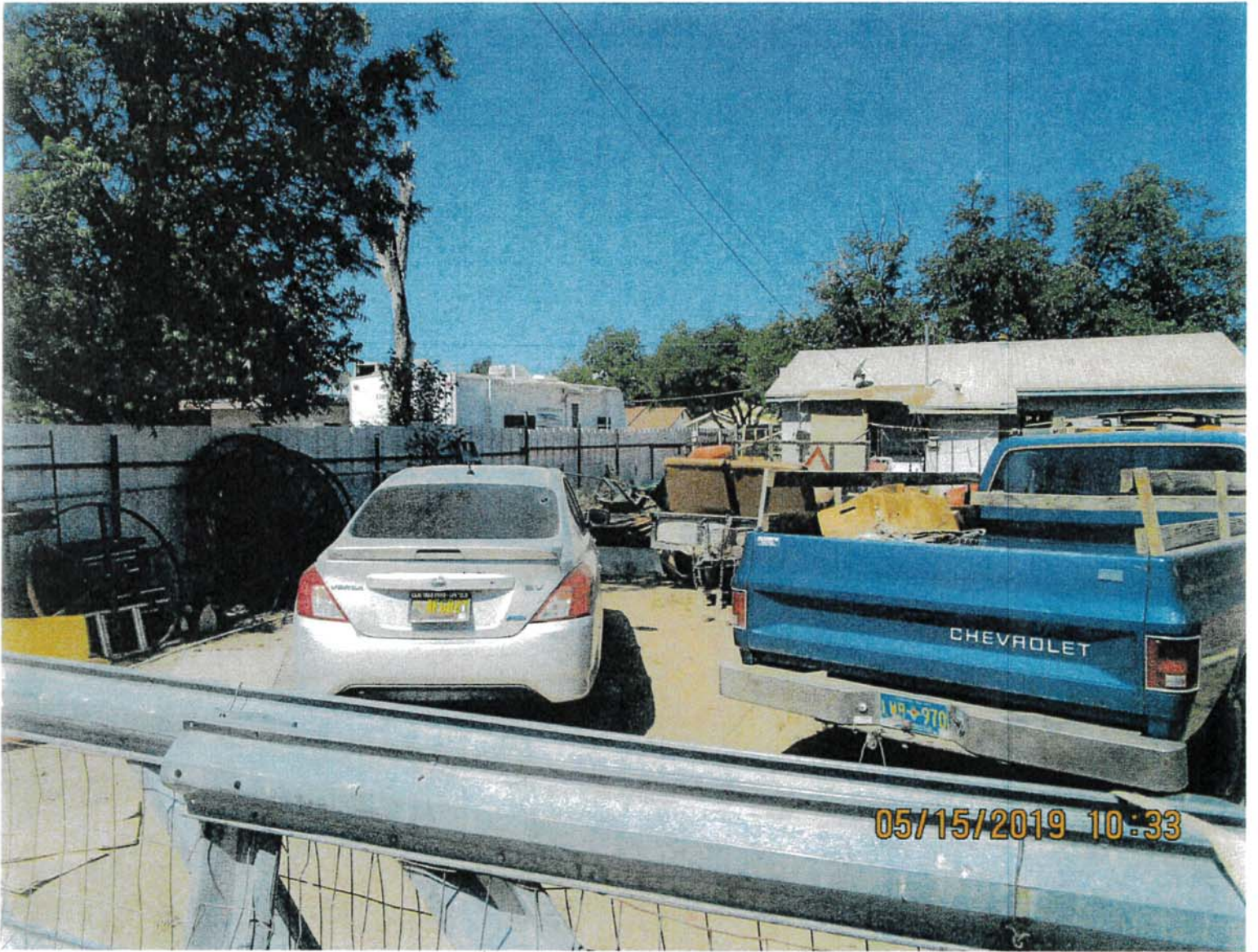
























City Of Carlsbad  
Inter-Office Memorandum

Dale Janway Mayor

Mike Hernandez, City Manager

Date: May 16, 2019

To: Eileen Riordan, City Attorney

From: Ken Ahrens, Fire Marshal

Re: 612 S. Sixth St

---

On May 16, 2019, I inspected a property located at 612 S. Sixth St. This property presents an *extreme* fire hazard for responding Firefighters and emergency personnel. I recommend that the property be cleaned up and the trash and debris removed under the following fire codes.

The International Fire Code, 2006 edition states:

**Section 110 Unsafe Buildings**

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

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

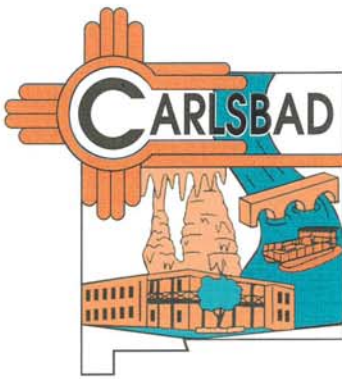
**110.1.2 Structural Hazards.** When an apparent structural hazard is caused by the faulty installation, operation or malfunction of any of the items or devices governed by this code, the fire official shall immediately notify the building official in accordance with Section 110.1

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

A handwritten signature in black ink, appearing to read 'Ken Ahrens', with a long horizontal stroke extending to the right.

Ken Ahrens, Fire Marshal

Carlsbad Fire Department



DALE JANWAY  
MAYOR

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

MICHAEL HERNANDEZ  
CITY ADMINISTRATOR

July 10, 2019

Mr. Javier R. Lopez &  
Mrs. Veronica R. Lopez  
612 S. Sixth St.  
Carlsbad, NM 88220

RE: Dangerous Premises at the property known as 612 S. Sixth St., Carlsbad, NM

Dear Mr. & Mrs. Lopez:

According to the records of the Eddy County Assessor's Office, you are the owner or have an interest in the property commonly known as 612 S. Sixth St., Carlsbad, NM. The property has been inspected by the City Code Enforcement Office and the Fire Marshal. They have found the property to be in violation of a number of health, safety, and building laws.

Because of the condition of the property, a Resolution has been prepared requiring the cleaning of the property. The Carlsbad City Council will consider passing that Resolution at its meeting on **Tuesday, July 23, 2019 at 6:00 PM**. That meeting will be held in the Council Chambers in the Municipal Annex at 114 S. Halagueno St., Carlsbad, NM. You are encouraged to come to the meeting and speak with Council about the property. A draft of the Resolution is included with this letter.

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

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

Sincerely,

A handwritten signature in cursive script that reads "Eileen P. Riordan".

Eileen P. Riordan  
City Attorney

Enclosure

COUNCILORS

Ward 1  
LISA A. ANAYA FLORES  
EDDIE T. RODRIGUEZ

Ward 2  
J J CHAVEZ  
LEO B. ESTRADA

Ward 3  
JASON G. SHIRLEY  
JUDI WATERS

Ward 4  
WESLEY A. CARTER  
MARK WALTERSCHEID

**CITY OF CARLSBAD**  
**AGENDA BRIEFING MEMORANDUM**

Digitally signed by Trysha Carrasco  
DN: cn=Trysha Carrasco, o=City of Carlsbad,  
ou=Planning and Zoning,  
email=pacarrasco@cityofcarlsbadnm.com, c=US

**Meeting Date: 7/23/2019**

<b>DEPARTMENT:</b> Planning, Engineering & Regulation	<b>BY:</b> Trysha Carrasco, Deputy Planning Director	<b>DATE:</b> 7/17/2019
--	---	------------------------

**SUBJECT:** Request for Zone Change from "R-R" Industrial District to "R-1" Residential 1 District for approximately 180.88 acres for residential lots located to the west of Callaway Dr., north of the Pecos River, (legal description attached) pursuant to Section 3-21-1 et. Seq. NMSA 1978 and Sections 56-150(b) and 56-140(i), Carlsbad Code of Ordinances.

**Applicant:**

Springs Farms Subdivision Inc.  
212 W. Stevens 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 applicant has submitted a request for change of zoning at the subject property (map and legal description attached) from "R-R" Rural Residential District to "R-1" Residential 1 District. This property is approximately 180.88 acres in size and located on the west side of Callaway Dr. and the south side of the C.I.D main canal and north of the Pecos River at this location. The applicant is planning to install residential lots at this location.

According to Sec. 56-40(a) of the Zoning Ordinance:

**(a) Residential 1 (R-1) District.**

The Residential 1 District is intended to accommodate higher density single-family residential development and to provide land-use protection for areas that develop in such a manner. There shall be a maximum of one primary residence per lot for R-1 Residential 1 District Zoning.

The properties surrounding the subject property are zoned "R-R" Rural Residential District and partially "R-1" Residential 1 District. This request would not create a spot zone.

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.

According to Zoning Ordinance Sec. 56-150(b)(4)(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.

*Comprehensive Plan: Strategy 2030* goals and policies that are applicable to this request are:

**Chapter 3: Land Use**

- Goal 1: The City of Carlsbad will adopt policies to support the Infill/Redevelopment Land Use Scenario.
- Goal 2: The City of Carlsbad will make efficient use of government resources through well-planned land use decisions.
- Goal 4: The City of Carlsbad will strive to create an aesthetically pleasing built environment.
- Goal 5: The City of Carlsbad will ensure that land use does not negatively impact the city's environmental resources.

**Chapter 5: Economic Development**

- Goal 4: Improve the appearance of Carlsbad.
- Goal 6: Support the efforts and expansion of existing major industries, such as potash mining, oil and gas drilling, and nuclear waste disposal.

**PLANNING AND ZONING COMMISSION RECOMMENDATION:** Based on review of the application and staff comments, at their meeting on June 3, 2019, the Planning and Zoning Commission considered this item and recommended approval with a vote of five (5) in favor, none (0) against, and none (0) absent.

**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	Engineering Division			x
Police Department			x	Planning Division	x		
Utilities Department			x	Building & Regulation Division			x
Culture & Rec. Dept.			x	Carlsbad Irrigation District			x

**DEPARTMENT COMMENTS:**

- Public Works: No comments.
- Utilities Department: No comments.
- Building Department: No comments.
- Fire Department: No comments.
- Code Enforcement: No comments.
- Legal Department: No comments.

Planning Department: Recommend approval.

Police Department: No comments.

Culture & Rec. Dept.: No comments.

Engineering Services: No comments.

Carlsbad Irrigation District: No comments.

City Administration: No comments.

**BOARD/COMMISSION/COMMITTEE ACTION:**

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

Reviewed by \_\_\_\_\_ /s/ Michael A. Hernandez Date: 07-18-19

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

ORDINANCE NO. 2019- 33

AN ORDINANCE REZONING PART OF "R-R" RURAL RESIDENTIAL DISTRICT TO "R-1" RESIDENTIAL 1 DISTRICT FOR AN APPROXIMATELY 180.88 ACRE PROPERTY, LOCATED ALONG THE WEST SIDE OF CALLAWAY DRIVE, LEGALLY DESCRIBED AS BEGINNING AT A POINT THAT LIES S89°20'05"W, 238.90 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 26; THEN ALONG THE WESTERLY LINE OF THE C.I.D. CANAL THROUGH A CURVE TO THE LEFT 609.15 FEET, HAVING A RADIUS OF 4284.53 FEET, WITH A CHORD THAT BEARS S28°26'51"E, FOR 608.64 FEET; THEN S35°07'59"E, CONTINUING ALONG THE WESTERLY LINE OF THE C.I.D. MAIN CANAL, FOR 1633.78 FEET; THEN CONTINUING ALONG THE WESTERLY LINE OF THE C.I.D. CANAL THROUGH A CURVE TO THE LEFT 1341.55 FEET, HAVING A RADIUS OF 1550.00 FEET, WITH A CHORD THAT BEARS S59°43'10"E, FOR 1300.07 FEET; THEN S00°01'08"E, FOR 17.80 FEET, TO THE NORTH LINE OF CALLAWAY DRIVE; THEN NN83°41'51"W, ALONG THE NORTH LINE OF CALLAWAY DRIVE, FOR 156.18 FEET; THEN ALONG THE WESTERLY LINE OF CALLAWAY DRIVE THROUGH A CURVE TO THE LEFT 957.98 FEET, HAVING A RADIUS OF 549.07 FEET, WITH A CHORD THAT BEARS S45°27'07"E, FOR 841.02 FEET; THEN S05°37'38"E, CONTINUING ALONG THE WESTERLY LINE OF CALLAWAY DRIVE, FOR 698.84 FEET, TO THE NORTH LINE OF TRACT 2, PECOS RIVER/CALLAWAY DRIVE LOW WATER CROSSING DEDICATION PLAT NO. 2; THEN S85°14'05"W, ALONG THE NORTH LINE OF SAID TRACT 2, FOR 32.64 FEET; THEN S04°45'55"E, ALONG THE WEST LINE OF CALLED TRACT 2, FOR 586.84 FEET; THEN S03°07'26"E, CONTINUING ALONG THE WESTERLY LINE OF CALLED TRACT 2, FOR 210.84 FEET TO THE NORTH LINE OF SPRING FARMS REPLAT; THEN N58°50'47"W, ALONG THE NORTH LINE OF SPRING FARMS REPLAT, FOR 853.36 FEET; THEN S53°16'21"W, CONTINUING ALONG THE NORTHERLY LINE OF THE SPRING FARMS REPLAT, FOR 150.00 FEET; THEN N50°17'47"W, FOR 357.15 FEET; THEN N69°58'00"W, FOR 313.55 FEET; THEN S89°29'00"W, FOR 265.62 FEET, TO THE INTERSECTION POINT OF THE NORTHERLY RIGHT-OF-WAY HIGHWAY 285; THEN N37°03'11"W ALONG THE HIGHWAY RIGHT-OF-WAY, FOR 1586.93 FEET TO THE INTERSECTION POINT OF THE NORTH LINE OF THE SOUTHWEST 1/4; THEN N89°58'30"E, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26, FOR 208.80 FEET, BACK TO THE POINT IN THE CENTER OF THE PECOS RIVER; THEN N23°56'38"W, ALONG THE CENTER OF THE PECOS RIVER, FOR 405.25 FEET; THEN N01°25'35"W, CONTINUING ALONG THE CENTER OF THE PECOS RIVER, FOR 954.14 FEET; THEN N01°31'43"E, CONTINUING ALONG THE CENTER OF THE PECOS RIVER, FOR 1325.35 FEET, TO THE NORTH LINE OF SAID SECTION 26; THEN N89°20'05"E, ALONG THE NORTH LINE OF SAID SECTION 26, FOR 891.33 FEET, BACK TO THE POINT OF BEGINNING.

CONTAINING ±180.88 ACRES 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:

BEGINNING AT A POINT THAT LIES S89°20'05"W, 238.90 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 26; THEN ALONG THE WESTERLY LINE OF THE C.I.D. CANAL THROUGH A CURVE TO THE LEFT 609.15 FEET, HAVING A RADIUS OF 4284.53 FEET, WITH A CHORD THAT BEARS S28°26'51"E, FOR 608.64 FEET; THEN S35°07'59"E, CONTINUING ALONG THE WESTERLY LINE OF THE C.I.D. MAIN CANAL, FOR 1633.78 FEET; THEN CONTINUING ALONG THE WESTERLY LINE OF THE C.I.D. CANAL THROUGH A CURVE TO THE LEFT 1341.55 FEET, HAVING A RADIUS OF 1550.00 FEET, WITH A CHORD THAT BEARS S59°43'10"E, FOR 1300.07 FEET; THEN S00°01'08"E, FOR 17.80 FEET, TO THE NORTH LINE OF CALLAWAY DRIVE; THEN NN83°41'51"W, ALONG THE NORTH LINE OF CALLAWAY DRIVE, FOR 156.18 FEET; THEN ALONG THE WESTERLY LINE OF CALLAWAY DRIVE THROUGH A CURVE TO THE LEFT 957.98 FEET, HAVING A RADIUS OF 549.07 FEET, WITH A CHORD THAT BEARS S45°27'07"E, FOR 841.02 FEET; THEN S05°37'38"E, CONTINUING ALONG THE WESTERLY LINE OF CALLAWAY DRIVE, FOR 698.84 FEET, TO THE NORTH LINE OF TRACT 2, PECOS RIVER/CALLAWAY DRIVE LOW WATER CROSSING DEDICATION PLAT NO. 2; THEN S85°14'05"W, ALONG THE NORTH LINE OF SAID TRACT 2, FOR 32.64 FEET; THEN S04°45'55"E, ALONG THE WEST LINE OF CALLED TRACT 2, FOR 586.84 FEET; THEN S03°07'26"E, CONTINUING ALONG THE WESTERLY LINE OF CALLED TRACT 2, FOR 210.84 FEET TO THE NORTH LINE OF SPRING FARMS REPLAT; THEN N58°50'47"W, ALONG THE NORTH LINE OF SPRING FARMS REPLAT, FOR 853.36 FEET; THEN S53°16'21"W, CONTINUING ALONG THE NORTHERLY LINE OF THE SPRING FARMS REPLAT, FOR 150.00 FEET; THEN N50°17'47"W, FOR 357.15 FEET; THEN N69°58'00"W, FOR 313.55 FEET; THEN S89°29'00"W, FOR 265.62 FEET, TO THE INTERSECTION POINT OF THE NORTHERLY RIGHT-OF-WAY HIGHWAY 285; THEN N37°03'11"W ALONG THE HIGHWAY RIGHT-OF-WAY, FOR 1586.93 FEET TO THE INTERSECTION POINT OF THE NORTH LINE OF THE SOUTHWEST 1/4; THEN N89°58'30"E, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26, FOR 208.80 FEET, BACK TO THE POINT IN THE CENTER OF THE PECOS RIVER; THEN N23°56'38"W, ALONG THE CENTER OF THE PECOS RIVER, FOR 405.25 FEET; THEN N01°25'35"W, CONTINUING ALONG THE CENTER OF THE PECOS RIVER, FOR 954.14 FEET; THEN N01°31'43"E, CONTINUING



ALONG THE CENTER OF THE PECOS RIVER, FOR 1325.35 FEET, TO THE NORTH LINE OF SAID SECTION 26; THEN N89°20'05"E, ALONG THE NORTH LINE OF SAID SECTION 26, FOR 891.33 FEET, BACK TO THE POINT OF BEGINNING. CONTAINING ±180.88 ACRES MORE OR

INTRODUCED, PASSED, ADOPTED AND APPROVED this 23<sup>rd</sup> day of July, 2019.

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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, June 3, 2019, at 5:00 p.m.**

**Meeting Held in the Annex Planning Room  
114 S. Halagueno**



CITY OF CARLSBAD  
CARLSBAD, NEW MEXICO

**PLANNING AND ZONING COMMISSION**

Monday, June 3, 2019 at 5:00 PM  
Municipal Annex 114 S. Halagueno Street  
Planning Room

1. Roll call of voting members and determination of quorum.
2. Approval of Agenda.
3. Approval of Minutes from the Meeting held May 6, 2019.
4. Remove from Table a Consideration for approval of a Variance request to allow a 6' fence in the front setback at 904 W. Fox St.
5. Consider approval of a Variance request to allow a 6' fence in the front setback at 904 W. Fox St.
6. Consider approval of a Conditional Use Permit to allow On-Site Security at 514 Center Ave.
7. Consider approval of a Conditional Use Permit to allow a Home Occupation-Sales & Services (Barbershop) at 3803 Standpipe Rd.
8. Consider approval of a Temporary Use Permit for Temporary Housing at 3221 National Parks Hwy.
9. Consider a recommendation to Council for a Zone Change request for approximately 0.34 acres located at 201 S. Guadalupe St., legally described as Lot 1-4, Block 99, Stevens Second Addition, from "C-1" Commercial 1 District to "R-2" Residential 2 District
10. Consider a recommendation to Council for a Zone Change request for approximately 0.30 acres located at 325 N. Sixth St., legally described as Quarter: NE S: 27, T: 22S, R: 26E TR: 42 from "R-1" Residential 1 District to "C-1" Commercial 1 District
11. Consider a recommendation to Council for a Zone Change request for approximately 20.23 acres located west of Callaway Dr., north of the Pecos River (see legal description) from "R-R" Rural Residential District to "R-1" Residential 1 District
12. Consider a recommendation to Council for a Zone Change request for approximately 10.00 acres located east of Callaway Dr., north of the Pecos River (see legal description) from "R-R" Rural Residential District to "C-2" Commercial 2 District

13. Consider approval of a Preliminary Plat for Spring Farm Subdivision
14. Consider approval of a Preliminary Plat for Sunwest 8 Subdivision
15. Report regarding Summary Review Subdivisions.
16. Adjourn.

## **PLANNING AND ZONING COMMISSION MEETING SCHEDULE**

- Regular meeting – Monday, July 1, 2019 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 MUNICIPAL ANNEX PLANNING ROOM, 114 S.  
HALAGUENO STREET, JUNE 3, 2019, AT 5:00 P.M.**

**VOTING MEMBERS PRESENT:**

**JAMES KNOTT  
BRAD NESSER  
LASON BARNEY  
BRIGIDO GARCIA  
JAMES McCORMICK**

**CHAIRPERSON  
COMMISSIONER  
COMMISSIONER  
COMMISSIONER  
COMMISSIONER**

**VOTING MEMBERS ABSENT:**

**NONE**

**EX-OFFICIO MEMBERS PRESENT:**

**JEFF PATTERSON  
TRYSHA CARRASCO  
RON MYERS**

**PLANNING DIRECTOR  
DEPUTY PLANNING DIRECTOR  
DIRECTOR OF UTILITIES**

**SECRETARY PRESENT:**

**JENNIFER CAMPOS**

**PLANNING AND REGULATION  
DEPARTMENT EXECUTIVE SECRETARY**

**OTHERS PRESENT:**

**SEAN DUNAGAN  
GEORGE DUNAGAN  
KERRI DUNAGAN  
KAREN SUMERS  
DENISE A. MADRID BOYEA  
JAMES GREER  
RACHEL HAND  
DAVID STOREY  
RACHAEL BALLARD  
SANDY BALLARD  
JESSICA HASER  
TANYA MOORE  
TANNER HOOT  
TARRANT BLAKE  
WINDY COLE  
WESLEY CARTER  
GARY WADDELL  
MATT BYERS  
SHANE CARPENTER  
CLAUDIA MARTINEZ**

**2112 WESTRIDGE  
212 W. STEVENS  
1411 ORCHARD LANE  
1421 DESERT WILLOW  
1906 SENTRY CIRCLE  
2103 QUAIL HOLLOW  
3803 STANDPIPE RD.  
ROSWELL, NM  
314 W. MERMOD  
314 W. MERMOD  
314 W. MERMOD  
502 CENTER AVE.  
502 CENTER AVE.  
1809 MOUNTAIN SHADOW  
201 S. GUADALUPE  
1111 N. MESA  
4203 BOYD DR.  
1405 S. COUNTRY CLUB CIRCLE  
3221 NATIONAL PARKS HWY.  
904 W. FOX ST.**

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

0:00:02      Start Recording [5:12:11 PM]

0:00:10      **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. Garcia, Mr. Barney, Mr. McCormick, Mr. Knott, Mr. Nesser**. Absent—None.

0:00:33      **2. Approval of Agenda.**

**Mr. Patterson** makes a change to Item Number 11; it should read approximately 171 acres, instead of 20.23 acres.

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

0:01:14      **3. Approval of Minutes from the Meeting held May 6, 2019.**

**Mr. Nesser** made a motion to approve; **Mr. Barney** seconded the motion. The vote was as follows: **Yes—Mr. Garcia, Mr. Barney, Mr. Knott, Mr. McCormick, Mr. Nesser**; No—None; Abstained—None; Absent—None. The motion carried.

0:02:03      **4. Remove from Table a Consideration for approval of a Variance request to allow a 6' fence in the front setback at 904 W. Fox St.**

The applicant, **Claudia Martinez**, comes to the podium.

**Mr. Nesser** made a motion to approve; **Mr. Barney** seconded the motion. The vote was as follows: **Yes—Mr. Garcia, Mr. Barney, Mr. Knott, Mr. McCormick, Mr. Nesser**; No—None; Abstained—None; Absent—None. The motion carried.

0:03:04      **5. Consider approval of a Variance request to allow a 6' fence in the front setback at 904 W. Fox St.**

The applicant, **Claudia Martinez**, comes to the podium. **Ms. Carrasco** explains the request. **Ms. Martinez** is requesting a 6' fence in her front-setback. **Ms. Martinez** said she needs the fence higher to keep her dogs in the yard. Her current fence is not high enough. She has four Mastiffs. She will apply for all permits to put up fence. The new fence will be wrought iron, as wood and other types of fence have not worked for her.

**Mr. Nesser** made a motion to approve; **Mr. McCormick** seconded the motion. The vote was as follows: **Yes—Mr. Barney, Mr. McCormick, Mr. Nesser**; No— **Mr. Garcia, Mr. Knott**; Abstained—None; Absent—None. The motion carried.

**Ms. Carrasco** informs the applicant she will have to apply for all appropriate building permits and contact Ray Benavides, the Building Official.

0:08:08      **6. Consider approval of a Conditional Use Permit to allow On-Site Security at 514 Center Ave.**

The applicant, **Tonya Moore**, comes to the podium. **Ms. Carrasco** explains the request for a conditional use permit for placement of a single wide trailer for on-site security purposes at 514 Center Avenue. Planning Staff recommends approval. **Ms. Moore** explains they would like to have someone there 24 hours a day for extra security. Floor opened for Public comment, there was none.

**Mr. Garcia** made a motion to approve; **Mr. Barney** seconded the motion. The vote was as follows: **Yes– Mr. Garcia, Mr. Barney, Mr. Knott, Mr. McCormick, Mr. Nesser**; No–None; Abstained–None; Absent–None. The motion carried.

**Ms. Carrasco** tells the applicant to work with the Building Department to get the proper permits.

0:10:41        **7. Consider approval of a Conditional Use Permit to allow a Home Occupation-Sales & Services (Barbershop) at 3803 Standpipe Rd.**

The applicant, **Rachel Hand**, comes to the podium. **Ms. Carrasco** explains the request. The Planning Department recommends approval as long as the applicant works with appropriate staff for any needs for water, sewer or solid waste; and any sort of state requirements or licenses. **Ms. Hand** explains she has been operating the barbershop since March 29, having already received a business registration. All her state licenses are in place, and her portable building is approved by the state for her purposes. No public comment.

**Mr. McCormick** made a motion to approve; **Mr. Garcia** seconded the motion. The vote was as follows: **Yes– Mr. Garcia, Mr. Barney, Mr. Knott, Mr. McCormick, Mr. Nesser**; No–None; Abstained–None; Absent–None. The motion carried.

**Ms. Carrasco** tells the applicant she will receive a letter of approval, and the conditional use permit will stay with the applicant, not the property.

0:14:48        **8. Consider approval of a Temporary Use Permit for Temporary Housing at 3221 National Parks Hwy.**

**Shane Carpenter** comes to the podium. **Mr. Carrasco** explains the request for a permit for Temporary Housing for Megapower Electric’s employees, but recommends that the request be tabled pending a better site plan. **Mr. Carpenter** is aware of that the Planning Department needs a scaled site plan.

**Mr. McCormick** made a motion to table this item and **Mr. Nesser** seconded the motion. The vote was as follows: **Yes– Mr. Garcia, Mr. Barney, Mr. Knott, Mr. McCormick, Mr. Nesser**; No–None; Abstained–None; Absent– None. The motion carried.

0:16:34        **9. Consider a recommendation to Council for a Zone Change request for approximately 0.34 acres located at 201 S. Guadalupe St., legally described as Lot 1-4, Block 99, Stevens Second Addition, from “C-1” Commercial 1 District to “R-2” Residential 2 District**

**Windy Cole** comes to the podium. **Ms. Carrasco** explains the request is to change the property from Commercial to Residential. The applicant would like the Zone Change approved so she can sell the property. There was no public comment.

**Mr. Garcia** made a motion to approve; **Mr. Nesser** seconded the motion. The vote was as follows: **Yes– Mr. Garcia, Mr. Barney, Mr. Knott, Mr. McCormick, Mr. Nesser**; No–None; Abstained–None; Absent–None. The motion carried.

**Ms. Carrasco** states this item will come before Council on July 9, 2019 and the **Ms. Cole** will receive a letter confirming this.

0:19:30        **10. Consider a recommendation to Council for a Zone Change request for approximately 0.30 acres located at 325 N. Sixth St., legally described as Quarter: NE S: 27, T: 22S, R: 26E TR: 42 from “R-1” Residential 1 District to “C-1” Commercial 1 District**

The applicant, **Sandy Ballard**, attended. **Mr. Patterson** explained the request; and that this item has been brought before Council last fall, with Council being unable to make a determination. The ordinance allows for the applicants to bring this request forward again within one year. The Planning Department recommends approval of this request, with some conditions; one of which is no on-street parking because of the proximity to a school. **Ms. Ballard** runs a training and drug testing facility at 314 W. Mermod, and are trying to move the training facility portion to 325 N. Sixth Street, which has 17 spots for parking; She has also spoken to the Superintendent of the school about placing the training facility there, and he will speak to the mayor. They will not conduct drug-testing at this facility. The people who will attend the training facility have already passed their drug test. This will alleviate some of the traffic problems at their location on Mermod Street. Floor opened for public comment. **Jessica Haser** comes to the podium; she states she is the training manager for Mobile Safety; and she could be more thorough with a quieter area for the training portion.

**Mr. McCormick** made a motion to approve the zone change and **Mr. Nesser** seconded the motion. The vote was as follows: **Yes– Mr. Garcia, Mr. Barney, Mr. Knott, Mr. McCormick, Mr. Nesser**; No–None; Abstained–None; Absent– None. The motion carried.

**Mr. Patterson** states this item will appear before City Council on July 9, 2019, and she will receive a letter as a reminder.

0:27:48      **11. Consider a recommendation to Council for a Zone Change request for approximately 171 acres located west of Callaway Dr., north of the Pecos River (see legal description) from “R-R” Rural Residential District to “R-1” Residential 1 District**

**George Dunagan** comes to the podium. **Mr. Patterson** explains this request and is the same applicant as last item. The Planning Dept. recommends approval of this request. **Mr. Dunagan** explains this is one of three items to come before the Commission at this time. The letter he wrote outlines what the plans are for the entire property, which is being called the Flumes Subdivision. He is planning on developing 171 acres, which will have about 354 homes; 145 single family homes in the first phase. The City has a planned widening for Callaway Drive from two lanes to three lanes. They will be developing commercial C-2 lots on the East side of Callaway Drive on the North portion, about 10 acres; and leaving the South portion Rural Residential. As part of the development, a nature park will be dedicated to the city on the West side of the Callaway Bridge, which will be called Carter Park. They will not allow man camps or RV parks in the commercial portion. **Mr. Dunagan** states his timeline is twelve to eighteen months. Floor is opened to public comment. **Tarrant Blake** comes to the podium. Her concern is the traffic and the speed of the drivers. She noted problems with work trucks, blowing dirt, and encroachment on wildlife; driving it into the neighborhood. She estimates 350 homes would make 600 more drivers on Callaway Drive. Her biggest concern is the traffic on Callaway Drive in the residential area, and if sidewalks would be built along with the widening of the road. **James Greer** comes to the podium. He states he is a resident of Quail Hollow from the beginning; and all construction creates dust problems. He has been in construction all his life and is in favor of the development of both sides of Callaway Road.

**Mr. Garcia** made a motion to approve the zone change and **Mr. Nesser** seconded the motion. The vote was as follows: **Yes– Mr. Garcia, Mr. Barney, Mr. Knott, Mr. McCormick Mr. Nesser**; No–None; Abstained–None; Absent–None.

**Ms. Carrasco** tells the applicant that this item will be scheduled to appear before Council on July 23, 2019.

0:45:07      **12. Consider a recommendation to Council for a Zone Change request for approximately 10.00 acres located east of Callaway Dr., north of the Pecos River (see legal description) from “R-R” Rural Residential District to “C-2” Commercial 2 District**



**Mr. Patterson** explained this request. The applicant would like to develop the property in a commercial nature, primarily to serve the surrounding residential properties. The Planning Department recommends approval of this request. **Mr. Dunagan** explains they are going to control what goes into the C-2 and have deed restrictions. He says there is a lot of need for limited commercial in this area. No public comment. **Mr. Barney** asks what is considered limited commercial. **Mr. Dunagan** states convenience stores and small retail.

**Mr. Garcia** made a motion to approve and **Mr. Barney** seconded the motion. The vote was as follows: **Yes– Mr. Garcia, Mr. Barney, Mr. Knott, Mr. McCormick, Mr. Nesser**; No–None; Abstained–None; Absent– None. The motion carried.

**Mr. Patterson** tells the applicant this item is scheduled to appear before Council on July 9, 2019.

0:49:36

**13. Consider approval of a Preliminary Plat for Spring Farm Subdivision**

**Ms. Patterson** explained this request, potentially creating 354 new single family residential lots on 171 acres, and commercially developing about 10 acres. The City has already initiated meetings with the applicant and engineer to make sure the City's needs are met. Planning Staff would recommend approval, with the conditions: the developer and engineer shall submit final construction plans for approval by City staff, a master drainage and draining plan, a traffic study and analysis on Callaway Drive and submit results to City's Planning Department, and continue to work with the City's staff on infrastructure installed and its design, and monitor installation. **Mr. Dunagan** wants to get the plans and development going, so he took the preliminary plat approach. He stated it would probably be around 18 months before the plans are finally developed. No public comment.

**Mr. Garcia** made a motion to approve and **Mr. Barney** seconded the motion. The vote was as follows: **Yes– Mr. Garcia, Mr. Barney, Mr. Knott, Mr. McCormick, Mr. Nesser**; No–None; Abstained–None; Absent–None. The motion carried.

1:00:35

**14. Consider approval of a Preliminary Plat for Sunwest 8 Subdivision**

**Mr. Knott** recuses himself. **Mr. Patterson** explains the request, which would create 150 single family residential lots. The City has already had preliminary meetings to go over the plans with the applicant. The applicant, **Mr. Knott** comes to the podium. Planning Staff would recommend approval of this request, with conditions that the engineer and developer work with the City staff as to the infrastructure and the City's infrastructure inspector monitor the installation of the infrastructure, and the City approve the infrastructure once installed. **David Storey** from Souder Miller & Associates from Roswell, comes to the podium. They are the engineering firm for **Mr. Knott**. **Mr. Knott** explains he has been in the manufactured home business for all of his life, and believes this development will be very competitive in the market. **Mr. Storey** states they are always working on and upgrading the plans, and has submitted an updated plat to the City recently. Floor opened for public comment. **Gary Waddell** comes forward to express his support.

**Mr. Garcia** made a motion to approve and **Mr. Barney** seconded the motion. The vote was as follows: **Yes– Mr. Garcia, Mr. Barney, Mr. McCormick, Mr. Nesser**; No–None; Abstained–**Mr. Knott**; Absent–None. The motion carried.

1:06:30

**15. Report regarding Summary Review Subdivisions.**

**Ms. Carrasco** presented the Summary Review plats. Nothing unusual was noted.

1:09:59      **16.    Adjourn.**

There being no other business, the meeting was adjourned.

1:10:06      Stop Recording [6:22:17 PM]

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Chairman

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Date

DRAFT



# 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: 5-10-19  
Existing Zoning: RR

Fee Paid (\$100.00): 100.00 *ju*  
Proposed Zoning: R1/C2

**APPLICANT INFORMATION:**

212 W STAUENS  
Springs Farm Subdivision Inc - ~~RR~~

NAME	ADDRESS
<u>Carlsbad NM 88220</u>	<u>575 / GEORGE E</u>
CITY	STATE
<u>706 2951</u>	<u>DUNAGAN</u>
ZIP	PHONE
	EMAIL
	<u>ASSOCIATES.COM</u>

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

SAME

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):**

TBD CALLAWAY DR, SEC 26, T21S R27E

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.: \_\_\_\_\_

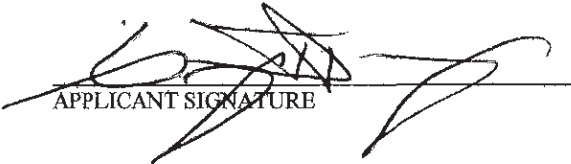


## NOTIFICATION SIGN POSTING AGREEMENT

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

5/10/19  
DATE

Sign issued by: \_\_\_\_\_  
Staff Member

**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)**

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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.



Date: 5/10/19

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: SPRINGS FARM SUBDIVISION INC 212 W CARLSBAD 575 706 2957  
Name Address Phone

Subject Site Location: SEC 27, T21S, R27E, Callaway Drive

The proposed action is a:  
 Zoning Change from RR to R1 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

*SPRINGS FARM SUBDIVISION INC*

7018 0680 0000 9318 5725

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

Return Receipt (hardcopy) \$0.00

Return Receipt (electronic) \$0.00

Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

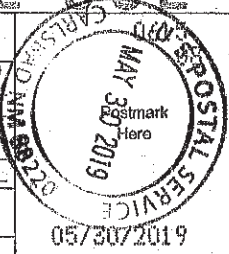
Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$4.05

Sent To  
Street and Apt. CARLSBAD PROPERTY MANAGEMENT F1 LLC  
PO BOX 1558  
City, State, ZIP ROSWELL, NM 88202-1558

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



7018 0680 0000 9318 5725

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Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

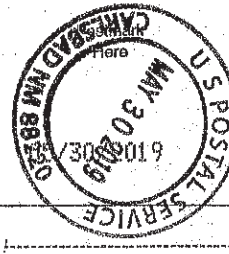
Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$4.05

Sent To  
Street and Apt. C & M DEVELOPERS LLC  
PO BOX 2549  
City, State, ZIP CARLSBAD, NM 88221-2459

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Return Receipt (hardcopy) \$0.00

Return Receipt (electronic) \$0.00

Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

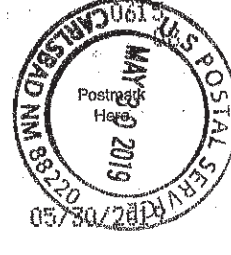
Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$4.05

Sent To  
Street 212 W STEVENS  
City, State, ZIP CARLSBAD, NM 88220

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



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Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

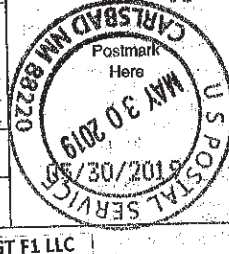
Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$4.05

Sent To  
Street and Apt. CARLSBAD PROPERTY MNGT F1 LLC  
2111 W 2ND STREET  
City, State, ZIP ROSWELL, NM 88201

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7018 0680 0000 9318 5695

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

Return Receipt (hardcopy) \$0.00

Return Receipt (electronic) \$0.00

Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

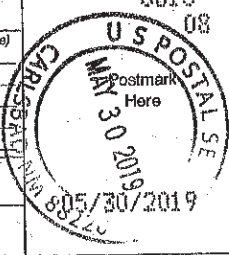
Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$4.05

Sent To  
Street and Apt. RON J HYDEN  
2110 WESTRIDGE RD  
City, State, ZIP CARLSBAD, NM 88220

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Return Receipt (electronic) \$0.00

Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

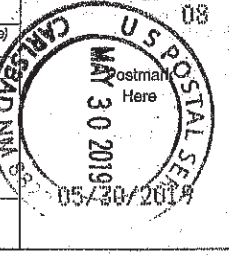
Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$4.05

Sent To  
Street 212 W STEVENS  
City, State, ZIP CARLSBAD, NM 88220

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



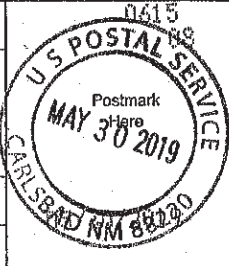
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Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.55
Total Postage and Fees	\$4.05



Sent To  
Street and Ap. BAR 5 FARM AND RANCH LLC  
2110 WESTRIDGE RD  
City, State, Zip CARLSBAD, NM 88220

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

7018 0680 0000 9318 5668

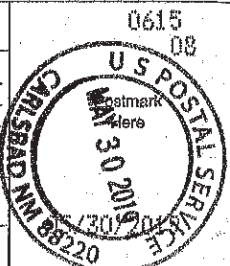
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Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.55
Total Postage and Fees	\$4.05



Sent To  
Street and Ap. JAMES R & SUZANNE C BALLARD  
2902 W PIERCE  
City, State, Zip CARLSBAD, NM 88220

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7018 0680 0000 9318 5678

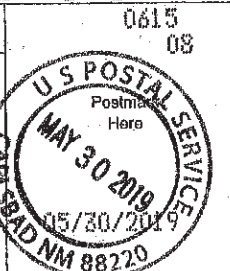
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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input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

Postage	\$0.55
Total Postage and Fees	\$4.05



Sent To  
Street RESTINE, KEITH ALAN & DERMER, SHARON BETH  
566 S TODD LOOP  
City, State, Zip LOS ALAMOS, NM 87544

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7018 0680 0000 9318 5644

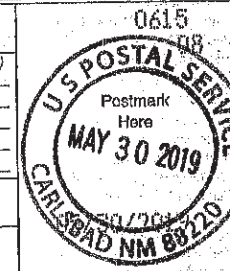
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Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
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<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.55
Total Postage and Fees	\$4.05



Sent To  
Street and Ap. SOUTHWEST ENVIRONMENTAL LLC  
3510 SEVEN RIVERS HWY  
City, State, Zip CARLSBAD, NM 88220

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

7018 0680 0000 9318 5654

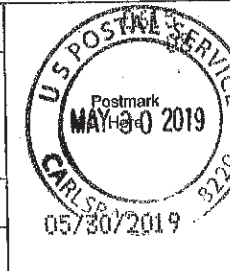
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Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.55
Total Postage and Fees	\$4.05



Sent To  
Street and Ap. CARLSBAD MUNICIPAL SCHOOLS  
PO BOX 1569  
City, State, Zip CARLSBAD, NM 88221-1569

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

7018 0680 0000 9318 5620

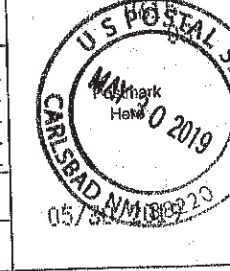
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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input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

Postage	\$0.55
Total Postage and Fees	\$4.05



Sent To  
Street and Ap. BUREAU OF LAND MANAGEMENT  
620 E GREEN STREET  
City, State, Zip CARLSBAD, NM 88220

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

7018 0680 0000 9318 5637

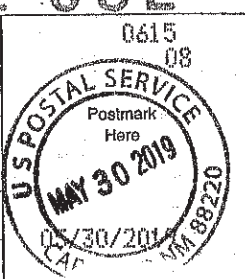
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Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55  
 Total Postage and Fees \$4.05



Sent To  
 Street and Apt. ESTES, TOMMY L & BRITTANY G  
 2122 QUAIL HOLLOW RUN  
 City, State, ZIP CARLSBAD, NM 88220

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

7018 0680 0000 0990 8102

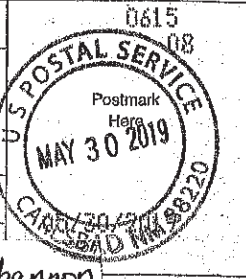
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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input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

Postage \$0.55  
 Total Postage and Fees \$4.05



Sent To Forrest, Jeffrey + Shannon  
 Street and Apt. 2120 Quail Hollow Run  
 City, State CARLSBAD, NM 88220-4182

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

8195 9166 0000 0990 8102

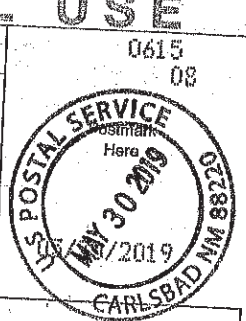
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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input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

Postage \$0.55  
 Total Postage and Fees \$4.05



Sent To  
 Street and Apt. CHRIS A BIRD & JOYCE E  
 2127 QUAIL HOLLOW RUN  
 City, State, ZIP CARLSBAD, NM 88220-4118

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

8955 9166 0000 0990 8102

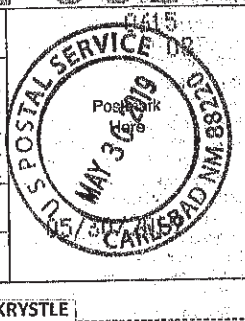
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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input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

Postage \$0.55  
 Total Postage and Fees \$4.05



Sent To LANGLITZ, MATTHEW T & KRISTLE  
 Street and Apt. 2124 QUAIL HOLLOW RUN  
 City, State, ZIP CARLSBAD, NM 88220

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

0655 9166 0000 0990 8102

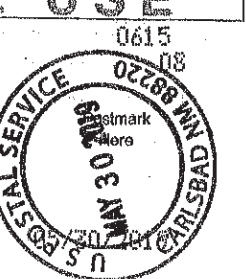
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CARLSBAD, NM 88220

Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55  
 Total Postage and Fees \$4.05



Sent To CARLSBAD IRRIGATION DISTRICT  
 Street and Apt. 5117 GRANDI RD  
 City, State, ZIP CARLSBAD, NM 88220

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

6955 9166 0000 0990 8102

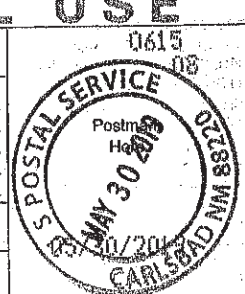
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CARLSBAD, NM 88220

Certified Mail Fee	\$3.50
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<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55  
 Total Postage and Fees \$4.05



Sent To LINDGREN, DEVAN C & RACHEL E  
 Street and Apt. 4006 COWBOY COUNTRY  
 City, State, ZIP CARLSBAD, NM 88220

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

9255 9166 0000 0990 8102



**PRELIMINARY SCHEMATIC ONLY**

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**THE FLUMES IN CARLSBAD**  
**CONCEPTUAL LAYOUT**  
 UNIT ORIELAYOUT

*Solutions for Today...  
 Vision for Tomorrow*  
 481 W. Highway 16  
 Carlsbad, CA 92008  
 Phone: 761-933-8844  
 www.williamsengineering.com



3/20/18  
 17  
 MAY 2018  
 OPT 4

1711 UNIT RESIDENTIAL LOTS  
 208 TOTAL RESIDENTIAL LOTS  
 OPEN SPACE LOT

**SPRINGS FARM SUBDIVISION, INC.**  
**212 W STEVENS**  
**CARLSBAD, NM 88220**  
**575 885 2138, 575 706 2951**  
**georged@dunaganassociates.com**

May 21, 2019

Jeff Patterson, Planning Director  
114 S Halgueno  
Carlsbad, NM  
88220

Dear Jeff,

We have submitted a Zoning Change and Preliminary Plat for The Flumes In Carlsbad Subdivision to the City of Carlsbad. Following is our plan and explanation for development.

On the east side of Callaway Drive north of the river and west of the CID Main Canal we plan to develop a portion of the property as C-2 Commercial, approximately 10 acres. There is a need in the area for commercial development both to provide services to the expanding residential developments in the area and to the businesses located on nearby West Pierce Street. We are currently wanting to leave the southern portion as RR-Rural Residential at present, but possibly come back to the city at a later time requesting a zone change to C-2 of part or all of this area also depending upon demand.

On the west side of Callaway Drive we are requesting a Zoning Change to R-1 Residential. With the attached Preliminary Plat of the Flumes Subdivision we have plans to develop approximately 348 residential lots of varying sizes, with approximately 141 lots in Unit 1 of the development. Note that in the future we hope to see a bridge installed spanning the CID Main Canal. This would provide secondary access to Ocotillo Elementary School in addition to Captain Williams Drive and the emergency access we have provided to the city through Unit 5 of Quail Hollow Subdivision. We would be interested in cost sharing this new bridge with the city depending upon several variables.

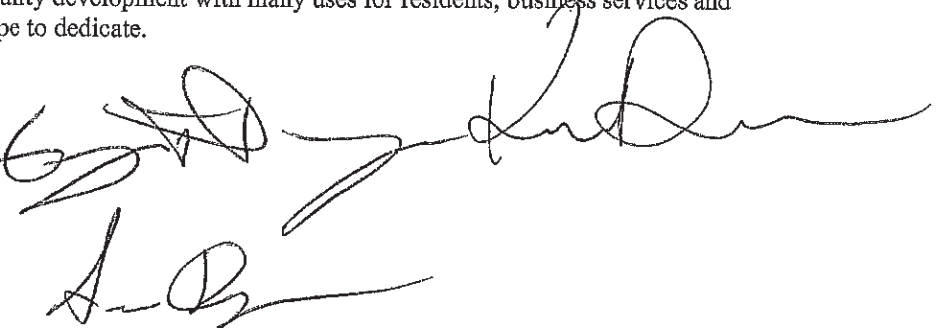
The city has plans to widen Callaway Drive from the Pierce Street intersection to the bridge over the CID Main Canal near the CID floodgates to our understanding in 2019-2020. We gave the city the necessary right-of-way to widen this street, at no cost to the city, several years ago. We will work with the city in coordinating our planned developments with the city construction on Callaway Drive.

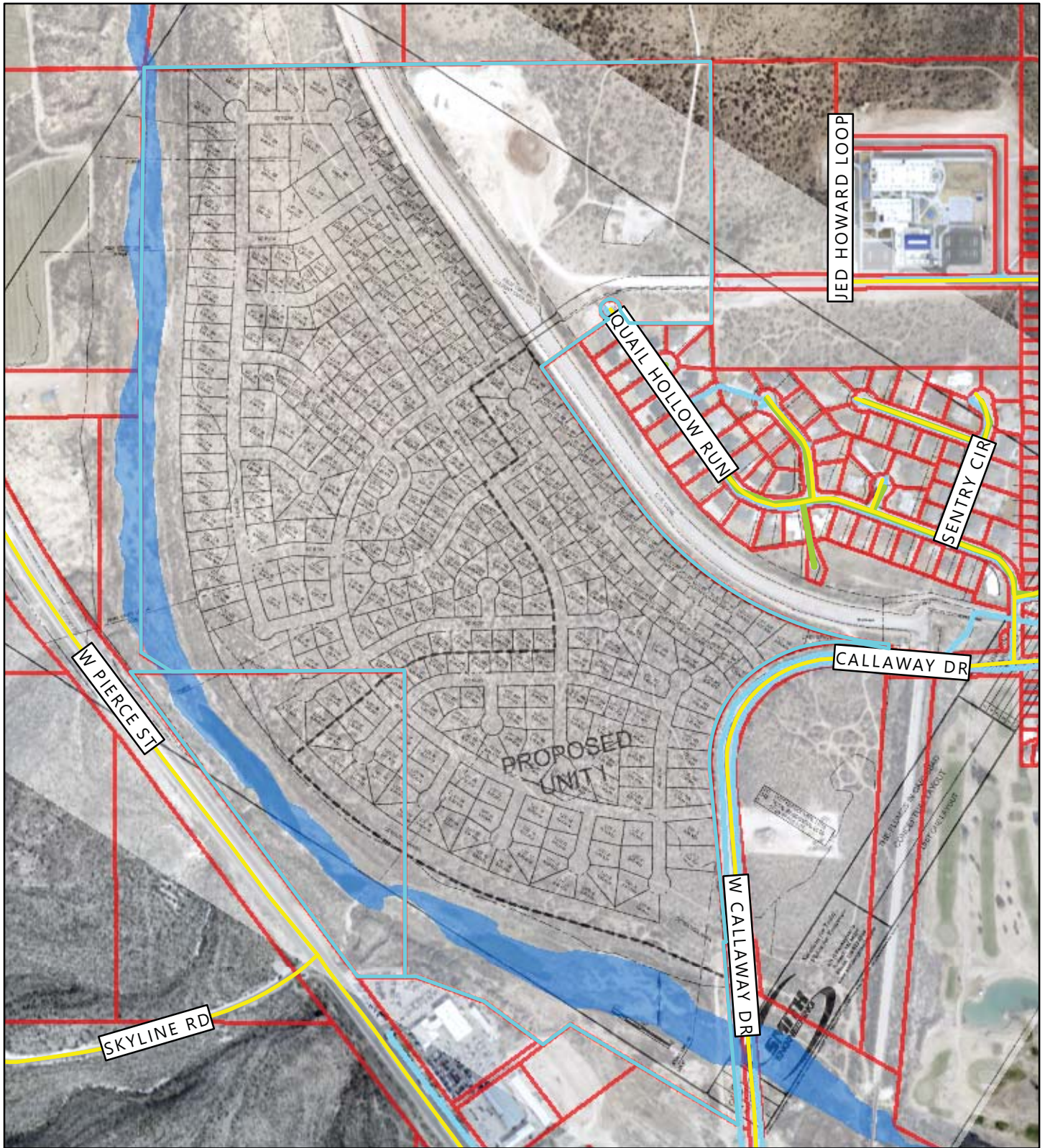
Lastly, we would like to dedicate the area in the Floodway to the city for a Nature and Wildlife park. This would be an extension of the Carlsbad Springs Park that our family dedicated to the city in the 1970s and extended further west from the Flumes again in the 1990s. We would like to see this area named Carter Nature Area if at all possible.

We believe that this development bearing the name of and next to arguably the city's most famous landmark, The Flumes, will be a quality development with many uses for residents, business services and the public with the park area we hope to dedicate.

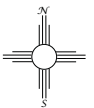
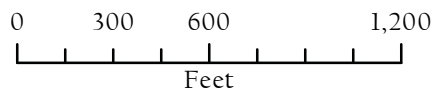
Respectfully,

George T. Dunagan, President  
Kerri Dunagan, Vice President  
Sean Dunagan, Secretary/Treasurer



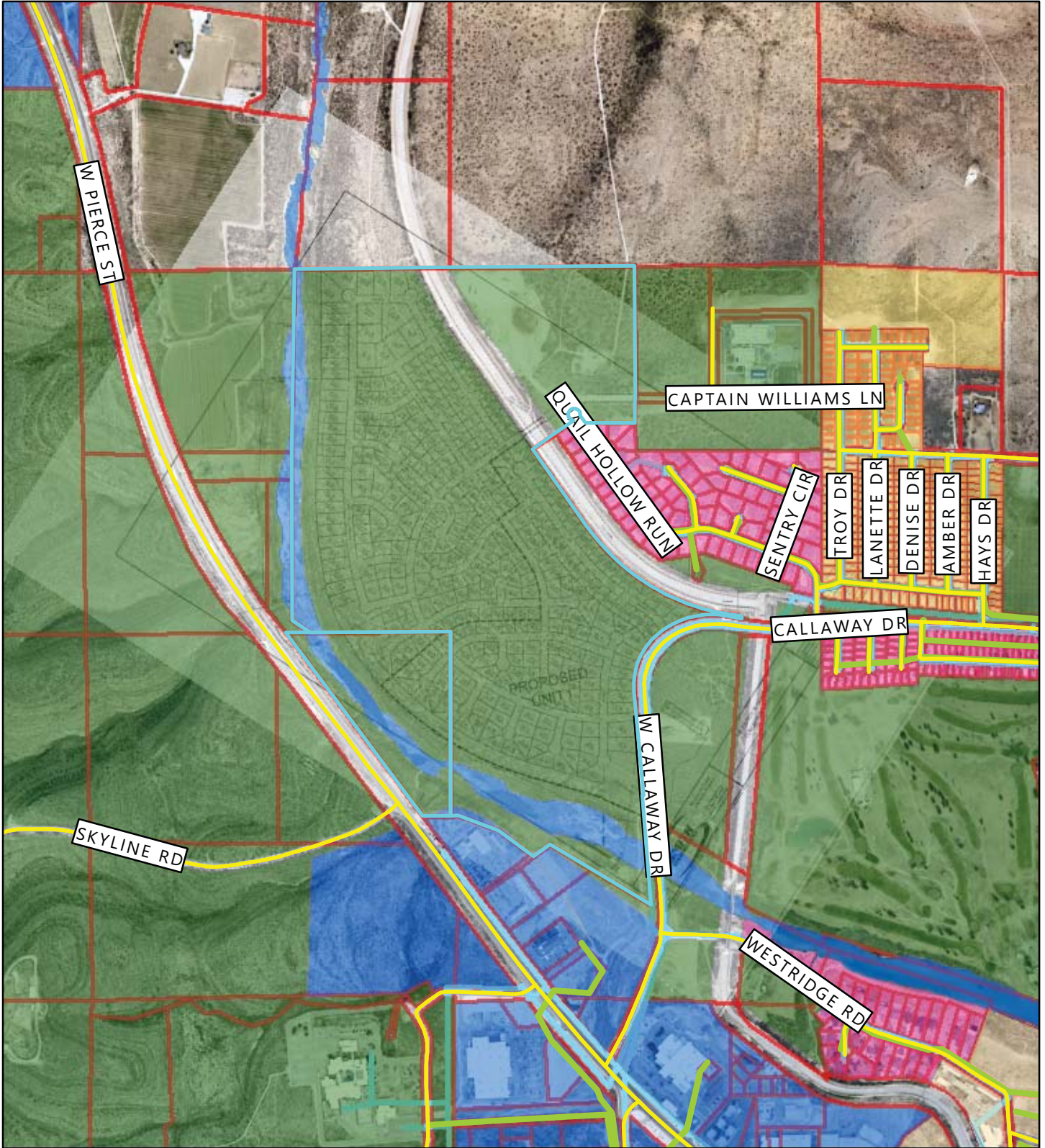







-  Roads
-  Parcel
-  Pecos River
-  Water Lines
-  Sewer Lines

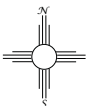
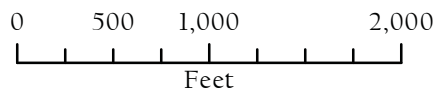


IMPORTANT: Maps, products and data are NOT surveyor quality and are only to be used as a reference.

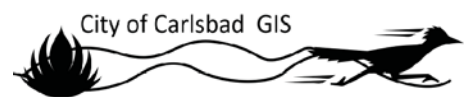




- |  |   |
|--|---|
|  Roads       | <b>Zoning</b>   |
|  Parcel      |  C-2 |
|  Pecos River |  PUD |
|  Water Lines |  R-1 |
|  Sewer Lines |  R-2 |
|  |  R-R |



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





# Committee Reports

**ADJOURN**

**ECONOMIC INDICATORS**  
**Planning, Engineering, & Regulation Department**  
**June 2019**

<b>NEW BUSINESS REGISTRATIONS</b>			
<b>MONTH</b>	<b>17-18 FISCAL YEAR</b>	<b>18-19 FISCAL YEAR</b>	<b>% CHANGE</b>
July	16	26	+63%
August	22	35	+59%
September	24	28	+17%
October	24	34	+42%
November	18	29	+61%
December	19	21	+11%
January	47	36	-23%
February	44	34	-22%
March	25	43	+72%
April	47	46	-2%
May	33	43	+30%
June	45	38	-16%
<b>Year to Date</b>	<b>364</b>	<b>413</b>	

<b>NUMBER OF BUILDING PERMITS</b>			
<b>MONTH</b>	<b>17-18 FISCAL YEAR</b>	<b>18-19 FISCAL YEAR</b>	<b>% CHANGE</b>
July	187	291	+56%
August	213	153	-28%
September	138	191	+38%
October	211	203	-38%
November	191	138	-28%
December	155	110	-29%
January	311	178	-43%
February	149	149	0%
March	138	261	+89%
April	283	373	+32%
May	221	347	+57%
June	182	238	+31%
<b>Year to Date</b>	<b>2,379</b>	<b>2,632</b>	

<b>VALUATION OF BUILDING PERMITS</b>			
<b>MONTH</b>	<b>17-18 FISCAL YEAR</b>	<b>18-19 FISCAL YEAR</b>	<b>% CHANGE</b>
July	\$5,984,202	\$12,828,389	+114%
August	5,738,135	4,311,175	-25%
September	1,761,713	3,302,166	+87%
October	4,168,024	12,470,866	+199%
November	6,451,531	5,094,448	-21%
December	3,187,442	9,763,510	206%
January	6,887,870	12,200,539	+77%
February	2,869,319	5,557,041	+93%
March	14,146,454	20,628,305	+46%
April	5,075,195	13,706,727	+170%
May	18,734,225	12,757,216	-32%
June	7,849,854	12,630,770	+61%
<b>Year to Date</b>	<b>\$82,853,964</b>	<b>\$86,156,439</b>	



Carlsbad Mainstreet  
102 S. Canyon St.  
Carlsbad NM 88220  
(575) 628-3768

carlsbadmainstreet@gmail.com

July, 2019

Mr. Mike Hernandez  
City Administrator  
City of Carlsbad  
P.O. Box 1569  
Carlsbad, NM 88221

Dear Mr. Hernandez:

The following report is submitted to the City of Carlsbad to provide an update on the progress and status of the Carlsbad MainStreet Project for June 2019, per the Downtown Revitalization Services Contract. With this report, MainStreet is enclosing an invoice requesting the June monthly allocation from the City of Carlsbad in the amount of \$5,687.50 based on the total annual services contract of \$68,250.

### **RECOGNITION**

#### ***MainStreet America and New Mexico MainStreet recognized Carlsbad MainStreet***

- Carlsbad MainStreet has met all of the requirements and are recognized as a 2019 Accredited Main Street America™ Program! (See Attachement)

### **NEW MEXICO MAIN STREET (NMMS) REQUIRED MEETINGS (MAINSTREET EXECUTIVE DIRECTOR):**

- October 17-19, NMMS Fall Leadership Network Meeting, Silver City, NM (attended)
- February 13-15, 2019, NMMS Winter Leadership Network Meeting, Santa Fe, NM(attended)
- March 25-27 MainStreet Now, National MainStreet Conference, Seattle, WA(attended)
- August 7-9, NMMS Summer Leadership Network Meeting, Albuquerque, NM (registered)

### **EXECUTIVE DIRECTOR BOARDS AND COMMITTEES:**

- In addition to MainStreet activities, the Carlsbad MainStreet Executive Director serves on the following boards and committees related to downtown promotion and economic development and attends weekly and monthly meetings in support of their priorities and activities:

*Farmers' Market, Cavern Theater, Retirement Council, Creative Carlsbad (Arts Council), Tourism Council, Mayors Fine Arts and Acquisition Committee (FAAV), Anti-Drug and Gang Coalition, Rotary, Chamber of Commerce, City Council, School Board Meeting, City Lodgers' Tax, Mayor's Downtown Security Committee, CDOD, Hotel Association, Carlsbad Community Theater*

### **ECONOMIC DEVELOPMENT-MAINSTREET STYLE**

#### ***CavernFest Saturday, June 1, 2019***

- Successful

#### ***Carlsbad Downtown Farmers' Market***

- Advertisement has begun. Opening day will be Thursday, July 18, 2019 from 6-9



- 1<sup>st</sup> meeting June 6<sup>th</sup>, 4 new produce vendors, 1 new artist
- Contacted Peggy Seskey with the Roswell Farmers Market to recruit more Farmers'

#### ***Planter Seating***

- Need to be picked up from McCoy's
- Need old pallets picked up from AR Forman

#### ***Gazebo-Need \$36,000 (\$5,000 needed to complete the project budget)***

- Promised \$1,000 from Rotary
- Mosaic \$10,000
- Raised \$6,000 at Dueling Pianos in October
- Have received \$5000 from the Elks
- Raised \$9,000 at Dueling Pianos in March

#### ***Digital Sign for Corner of Mermod and Canyon***

- Will be scheduling a meeting with committee

#### ***Closure of Businesses, opportunity***

- Payless Shoes

#### ***Christmas Decorations***

- Additional string lights have been hung

#### ***Swag/Flag Poles***

- CavernFest banner will hang until we receive the CDFM banner

#### ***MainStreet Business/Merchants Economic Vitality Chair***

- Current list for vacant and available buildings in our district

#### ***Murals on Electrical Boxes-Julie Chester, Pearl of the Pecos, ACD***

- Mike Campos is working on the electrical box on Canal and Mermod

#### ***Façade Improvements***

- Will Powell from NM MainStreet to come to Carlsbad on May 13
  - Waiting to hear from Will with Façade plans

#### ***New Businesses/Potential New Businesses in MainStreet***

- Was Old Pecos Gallery, 102 West Fox – is now Chiropractor Office
- Was Carlsbad Floral & Gifts, 908 W. Pierce – is now Ruck-Us Sign Company
- Was 32 Pearls, 114 W. Fox – is now House Developer
- Was Gossett's, 213 W. Fox – is now Leading Edge Apparel
- Was Griggs, 102 S. Canal – will be soon Pistol Packin Cowgirl
- Was an empty building 110 ½ N. Canyon – is now Brand Eye
- Was Dos Lunas 104 W. Fox – is now Borracho Tacos
- IOOF, 215 W. Mermod – things are happening soon!

#### ***Housing***

- Upstairs loft – Coming soon

#### ***Website***

- Work has been done, the website launch should be soon

#### **GRANTS/AWARDS**

- None



Carlsbad Mainstreet  
102 S. Canyon St.  
Carlsbad NM 88220  
(575) 628-3768  
carlsbadmainstreet@gmail.com

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### **HAPPENING AT THE MAINSTREET OFFICE**

- Submitted 4<sup>th</sup> quarter report to Eddy County
- Submitted monthly report to City of Carlsbad
- Submitted Quarterly report to NMMS
- Submitted Lodgers' Tax reimbursement for:
  - MS Website
  - CavernFest advertising
  - CavernFest social media and website
  - NM Magazine
  - Light Shed – Patio lighting

### **OTHER MAINSTREET ED MEETINGS:**

*Pearl of the Pecos- Arts and Culture District*  
*Creative Carlsbad*  
*Anti-Drug and Gang Coalition*  
*Beautification/Meeting for Mural Project*  
*Rotary*

### **PROMOTION FOR MAINSTREET and CARLSBAD**

#### ***Carlsbad Municipal Schools***

- Helping with the planning of the Back to School Bash

#### ***New Mexico Magazine***

- Advertisements monthly

#### ***Focus Magazine***

- Quarterly advertisements

#### ***Carlsbad Local***

- Nothing at this time

#### ***Current Argus***

- Article about CavernFest
- Article about Carlsbad Downtown Farmers Market

#### ***Photo opportunities with Beautification – Business of the Month***

- Attend presentation of award for businesses

#### ***Radio talk show KCCC 4th Thursday or Last Thursday of every month***

- Ken Britt, Julie Chester and I meet and tell the listeners about Carlsbad

#### ***Promoting MainStreet***

- Promoting/Selling MainStreet and Carlsbad every opportunity

If you have any questions, please feel free to contact me.

**Thank you for your continued support of Carlsbad MainStreet!**

Respectfully,

Karla Hamel, Executive Director  
Carlsbad MainStreet