



**A G E N D A**  
Carlsbad City Council  
**Regular Meeting**  
Municipal Building, 101 North Halagueno  
Carlsbad, New Mexico  
March 25, 2014 at 6:00 p.m.

Invocation – Pledge of Allegiance

1. Approval of Agenda
2. Budget Review
3. Routine and Regular Business

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

- A. **Minutes of the Organizational City Council Meeting held on March 11, 2014**
- B. **Minutes of the Regular City Council Meeting held on March 11, 2014**
- C. **Personnel Report**
- D. **Check Register, Bills and Petty Cash**
- E. **Purchasing:**
  - 1) Consider approval to Advertise Invitation for Bid for one, (1) Spectrum Analyzer for the Electric Department
  - 2) Consider approval to Award RFP No. 2014-13, to Charles H. Jurva for Tennis Professional Services
  - 3) Consider approval to Advertise Invitation for Request for Proposal for Annual Audit Services
  - 4) Consider approval to Advertise Invitation for Request for Proposal for Waterline Extension and Replacement
- F. **Contracts and Agreements:**
  - 1) Consider approval of Agreement between the City of Carlsbad and the Carlsbad Little Girls Softball League for Sports Services at the Bob Forrest Youth Sports Complex
  - 2) Consider approval of Agreement between the City of Carlsbad and the Carlsbad American Little League for Sports Services at the Bob Forrest Youth Sports Complex
  - 3) Consider approval of Agreement between the City of Carlsbad and the NM Department of Transportation for Title VI Program for the Carlsbad Municipal Transit System
  - 4) Consider approval of Agreement between the City of Carlsbad and Gregory Rockhouse Ranch, Inc. regarding the use of 10,000 barrel reservoir
  - 5) Consider approval of Second Renewal of Agreement between the City of Carlsbad and Carlsbad Community Anti-Drug / Gang Coalition, Inc. for the provision of Teen Court Services

**G. Monthly Department Reports:**

- 1) Culture, Recreation and Community Services Monthly Report for February 2014
  - 2) Carlsbad Fire Department Monthly Report for February 2014
  - 3) Planning, Engineering, & Regulations Department Monthly Report for February 2014
  - 4) Transportation and Facilities Department Monthly Report for February 2014
4. Consider approval of State Liquor License, Application #901034, to LOAP Management, Scott Goodale, Lucky Bull Grill located at 222 W. Fox Street, Carlsbad, NM for a Restaurant Liquor License
  5. Council Committee Reports
  6. Adjourn

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INFORMATION ONLY

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**NEXT REGULAR CITY COUNCIL MEETINGS**

- Regular City Council Meeting on Tuesday, April 8, 2014 at 6:00 p.m.
- Regular City Council Meeting on Tuesday, April 22, 2014 at 6:00 p.m.

<p>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.</p>
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# Budget Review 2/28/2014

	As of 2/28/2014	Current Budget	% to Date	TARGET = <u>67%</u>	
<u>Revenues</u>					
Gross Receipts Tax	24,073,224	30,400,000	79%		
Property Tax	1,630,847	2,212,924	74%		
Franchise Tax	522,284	700,100	75%		
Other	<u>1,749,731</u>	<u>2,903,914</u>	<u>60%</u>		
TOTAL	27,976,086	36,216,938	77%		
<u>Tranfers</u>					
IN	3,276,746	4,926,955	67%		
OUT	3,229,725	6,128,982	53%		
<u>General Fund Expenditures</u>					
Executive	1,534,338	2,886,990	53%	<u>Salaries*</u> 55%	<u>Notes</u>
Personnel	134,588	232,479	58%	67%	Health Insurance
Judicial	296,772	565,010	53%	65%	Rebate
Riverwalk Recreation	289,157	587,901	49%	62%	
Information Technology	239,033	799,120	30%	42%	
Finance	1,068,308	1,778,836	60%	66%	Overtime
Public Safety	6,520,425	11,731,667	56%	60%	
Fire	4,523,089	7,753,175	58%	63%	
Street	1,286,754	2,377,913	54%	53%	
Garage	834,475	1,666,266	50%	62%	
Electrical	577,105	1,141,669	51%	55%	
Construction	659,071	1,233,685	53%	52%	
Community Service	199,211	321,213	62%	66%	Health Insurance
Golf	573,900	1,293,367	44%	57%	
Parks	1,261,080	2,766,089	46%	66%	Health Insurance
Airport	257,889	622,995	41%	60%	Rebate
Library	556,478	972,245	57%	61%	
Museum	189,447	408,468	46%	64%	
Planning, Engineering & Regulations	795,742	1,742,235	46%	59%	
Culture, Recreation & Community Svc	556,644	1,242,635	45%	51%	
San Jose SC	107,128	225,849	47%	63%	
North Mesa SC	<u>110,131</u>	<u>200,041</u>	<u>55%</u>	59%	
TOTAL	22,570,764	42,549,848	53%		

\* 17 of 26 pay periods = 65%

**Budget Review**  
**2/28/2014**  
*other than GF*

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	As of 2/28/2014	Current Budget	% to Date	<b>TARGET = <u>67%</u></b>
<u>Revenues</u>				
Transit	262,996	509,973	52%	
Civic Center	8,975			
Lodgers Tax	1,169,238	1,300,000	90%	
Solid Waste	3,575,764	5,061,893	71%	
Water & Sewer	11,425,044	13,468,000	85%	
Water & Sewer Loan/Grant	0	20,200,000	0%	
Total Joint W & S Revenues	11,425,044	33,668,000	34%	
RSVP	10,500	12,302	85%	

				<u>*Salaries</u>	<u>Notes</u>
<u>Expenditures</u>					
Transit	635,922	1,067,492	60%	63%	
Civic Center	58,832	336,275	17%	n/a	
Lodgers Tax	499,302	1,679,153	30%	n/a	
Solid Waste	2,043,807	3,512,017	58%	66%	Health Insurance Rebate
Water	2,954,256	5,645,148	52%	66%	Health Insurance Rebate
Sewer	935,263	1,557,345	60%	67%	Overtime
Double Eagle	1,130,790	29,516,421	4%	44%	
Lab Environmental Services	199,879	334,214	60%	64%	
Collection System	506,255	3,196,002	16%	66%	Health Insurance Rebate
Total Joint W & S	5,726,442	40,249,130	14%		
RSVP	29,054	83,844	35%	40%	

\* 17 of 26 pay periods = 65%

**LINKED MINUTES OF ORGANIZATIONAL MEETING OF THE CITY COUNCIL  
OF THE CITY OF CARLSBAD, NEW MEXICO, HELD IN THE MUNICIPAL  
BUILDING ON MARCH 11, 2014 AT 6:00 P.M.**

Present:	Dale Janway	Mayor
	Lisa A. Anaya Flores	Councilor
	Nick G. Salcido	Councilor
	Sandra K. Nunley	Councilor
	J. R. Doporto	Councilor
	Wesley A. Carter	Councilor
	Jason Shirley	Councilor
	Richard Doss	Councilor
	Janell E. Whitlock	Councilor
Absent:	None	
Also Present:	Steve McCutcheon	City Administrator
	Eileen P. Riordan	City Attorney
	Annette Barrick	City Clerk
	Monica Harris	Finance Director
	Stephanie Shumsky	Planning, Eng., & Reg. Director
	Luis Camero	Public Works Utilities Director
	Thomas Carlson	Public Works Director
	Richard Lopez	Fire Chief
	Kent D. Waller	Police Chief
	Patsy Jackson-Christopher	Director of CRC

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**

0:00:02      Invocation - Pledge of Allegiance

0:00:42      **1. APPROVAL OF AGENDA**

0:00:45      **Motion**

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

0:00:50      **Vote**

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

0:01:06      **2. ELECT MAYOR PRO TEM**

0:01:12      **Motion**

The motion was made by Councilor Whitlock and seconded by Councilor Doporto to nominate Councilor Doss as the Mayor Pro Tem.

0:01:20      **Vote**

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

0:01:41      **3. DETERMINE TIME AND PLACE OF COUNCIL MEETINGS**

0:01:45      **Motion**

The motion was made by Councilor Doss and seconded by Councilor Doporto to set Council meetings the second and fourth Tuesday of each month at 6:00 p.m. at City Hall in Council Chambers.

0:02:00      **Vote**

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

0:02:16      **4. DETERMINE RULES OF PROCEEDINGS**

0:02:18      **Motion**

The motion was made by Councilor Anaya Flores and seconded by Councilor Whitlock to approve Robert's Rules of Order as the Rules of Proceedings.

0:02:31      **Vote**

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

0:02:56      **5. CONSIDER APPROVAL OF RESOLUTION NO. 2014-14, A RESOLUTION CONFIRMING THE NAMES OF PERSONS WHO SHALL FILL THE EMPLOYMENT AND APPOINTIVE OFFICES OF THE MUNICIPALITY**

0:03:15      **Motion**

The motion was made by Councilor Carter and seconded by Councilor Salcido to approve Resolution No. 2014-14, a Resolution confirming the names of persons who shall fill the employment and appointive offices of the municipality

0:03:19      **Vote**

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

0:03:35      **6. ADJOURN**

0:03:37      **Motion**

The motion was made by Councilor Shirley and seconded by Councilor Doporto to adjourn.

0:03:43      **Vote**

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

0:04:05      **Adjourn**

There being no further business, the meeting was adjourned at 6:13 p.m.

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Mayor

ATTEST:

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City Clerk

**LINKED MINUTES OF REGULAR MEETING OF THE CITY COUNCIL OF THE  
CITY OF CARLSBAD, NEW MEXICO, HELD IN THE MUNICIPAL BUILDING  
ON MARCH 11, 2014 AT 6:00 P.M.**

Present:	Dale Janway	Mayor
	Lisa A. Anaya Flores	Councilor
	Nick G. Salcido	Councilor
	Sandra K. Nunley	Councilor
	J. R. Doporto	Councilor
	Wesley A. Carter	Councilor
	Jason Shirley	Councilor
	Richard Doss	Councilor
	Janell E. Whitlock	Councilor

Absent: None

Also Present:	Steve McCutcheon	City Administrator
	Eileen P. Riordan	City Attorney
	Annette Barrick	City Clerk
	Monica Harris	Finance Director
	Stephanie Shumsky	Planning, Eng., & Reg. Director
	Luis Camero	Public Works Utilities Director
	Thomas Carlson	Public Works Director
	Richard Lopez	Fire Chief
	Kent Waller	Police Chief
	Patsy Jackson-Christopher	Director of CRC

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

0:00:05      Mayor Janway presented employee service awards

0:03:28      **1. APPROVAL OF AGENDA**

0:03:31      **Motion**

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

0:03:35      **Vote**

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



0:03:50        **2.        BUDGET REVIEW**

**Ms. Harris** reviewed the revenues and expenditures as of January 31, 2014, for the General Fund, Selected Enterprise and Special Funds contained within the City Budget.

0:07:37        **Motion**

The motion was made by Councilor Nunley and seconded by Councilor Carter to approve the Budget Review as of January 31, 2014.

0:07:43        **Vote**

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

0:07:56        **3.        CONSIDER APPROVAL OF RESOLUTION NO. 2014-11, BUDGET ADJUSTMENTS**

**Ms. Harris** reviewed the revenue and expenditures making certain Budgetary Adjustments to the 2013-2014 Fiscal Year Budget highlighting the General Fund, the Municipal Transit Fund, the Solid Waste Fund, the Water and Sewer Fund, the Street Improvement Fund, and the CIEP Fund.

0:12:13        **Motion**

The motion was made by Councilor Doss and seconded by Councilor Nunley to approve Resolution No. 2014-11, Budget Adjustments.

0:12:20        **Vote**

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

0:12:33        **4.        PRESENTATION AND APPROVAL OF THE CITY OF CARLSBAD ANNUAL AUDIT**

**Mr. McCutcheon** explained the City's audit is very clean. He said in all instances except for a couple of small exceptions the City is generally following accepted accounting principles.

0:13:23        **Mr. Fierro, with Fierro & Fierro explained the Audit has been approved by the State Auditor's office and is a matter of public record.**

**Mr. Fierro** said the Council's action tonight is simply to accept the audit and stated the audit can be found on the State Auditor's website. He explained the auditor's report is broken up into various components. He said the notes to the financial statements present additional financial information to the reader. He added the notes bring a lot of detail as far as cash, receivables, and capital assets.

0:19:12        **Motion**

The motion was made by Councilor Nunley and seconded by Councilor Carter to approve the Annual Audit.

0:19:19        **Vote**

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

0:19:33        **Mayor Janway thanked Mr. Fierro for the presentation.**

**Councilor Doss** added that it has been a pleasure having Fierro & Fierro for the last few years. **Mr. Fierro** said thank you and added the State Auditor has a requirement that after 6 years there has to be a rotation. He said there has been quite a bit of work with Council and staff. He said the City is fortunate to have a really good accounting staff on board. He explained the City needs to look at ways to make the audit process go faster because the audit report is due in Santa Fe on December 1, and for larger entities that is a short time frame. He said given that scenario the City needs to work on getting quicker on the process.

0:21:11        **5. FILE ELECTION CERTIFICATE**

**Mayor Janway** stated for the record the Election Certificate has been filed.

0:21:18        **6. ROUTINE AND REGULAR BUSINESS**

- A. Minutes of the Regular City Council Meeting held on February 25, 2014
- B. Personnel Report
- C. Purchasing:
  - 1) Consider approval to Award Bid No. 2014-02, Alternate No. 1, for the rehabilitation of Taxiway D, to Constructors Inc. in the amount of \$885,473.01
- D. Contracts and Agreements:
  - 1) Consider approval of Agreement between the City of Carlsbad and the National Little League for Grounds Keeping Services at the McClenahan Park Fields
  - 2) Consider approval of Renewal of Memorandum of Understanding between the City of Carlsbad and New Mexico State University for Sound and Lighting Equipment
  - 3) Consider approval of Renewal of Agreement between the City of Carlsbad and Becky Thompson for Concession Services at the Bob Forrest Youth Sports Complex
  - 4) Consider approval of Grant Application to New Mexico Aviation Division for Fencing at Cavern City Air Terminal
  - 5) Consider approval of the Second Amendment to the Memorandum of Agreement between NM Department of Transportation and Safe Routes to School Phase 2 Non-Infrastructure Funds
  - 6) Consider approval of Sale of Property to Boys and Girls Club of Carlsbad, Inc.
  - 7) Consider approval of Infrastructure Reimbursement Agreements:

- a) Ken Thurston- Consider approval of an application and recommendation to the City Council regarding the Infrastructure Reimbursement for Spring Hollow Subdivision – Phase 5
- b) Ken Thurston- Consider approval of an application and recommendation to the City Council regarding the Infrastructure Reimbursement for Spring Hollow Subdivision – Phase 6
- c) Mesa Properties of Carlsbad LLC- Consider approval of an application and recommendation to the City Council regarding the Infrastructure Reimbursement for Petroleum Park Subdivision – Unit 1
- d) Desert Sky Construction, LLC - Consider approval of an application and recommendation to the City Council regarding the Infrastructure Reimbursement for Valley View Heights Block 17 Subdivision.
- E. Monthly Department Reports:
  - 1) Municipal Court Monthly Report for March 2014
  - 2) Personnel Department Monthly Report for February 2014
- F. Board Appointments:
  - 1) Carlsbad Golf Course Advisory Board: John Majerus, 4 year term

0:21:39      **Mayor Janway asked Mr. McCutcheon to discuss Item D.6 Consider approval of sale of Property to Boys and Girls Club of Carlsbad, Inc.**

**Mr. McCutcheon** explained some time ago it was noted that the City of Carlsbad owned the land underneath the Boys and Girls Club. He said the land was appraised about 1 year ago and the Boys and Girls Club Board was able to raise the money and are now able to execute the final documents to own the land. He explained the land represents a latent liability to the City and is in the best interest of the City to sell it and in the best interest of the Boys and Girls Club to own the property.

0:23:02      **Councilor Doporto asked regarding Item D.1 the agreement with National Little League, if the City is allowed to ask for financials.**

**Mr. McCutcheon** explained as he has reviewed the files. He has not seen financials asked for in the past. **Ms. Riordan** said that she is not aware that the City has asked any particular entity to turn over financials. She explained when the City is procuring services from an entity and they are offering to do the grounds services at McClenahan Park. She said typically by law and under the anti-donation clause to the constitution the City has to pay a fair rate for the services provided. She explained the contract does not call for them to disclose their financials. She added the City has entered into similar agreements for a number of years dating back for 10 or more years for grounds keeping services and she is not aware that financials have ever been requested. She explained she is not saying that the City could not ask and the entity could agree to provide financials.

**Ms. Harris** said there are some entities the City has contracts with that are required to have an audit completed and turned into the City for review.

**Councilor Shirley** asked who monitors the fields on the off season. **Mr. McCutcheon** said that he has noted to remind the leagues to keep the fields maintained in the off season as well as in the regular season.

0:27:18 **Councilor Doss** asked who was being appointed to the Golf Advisory Board. **Mayor Janway** explained Mr. Majerus was a recommendation from the Golf Advisory Board. **Councilor Carter** added that he is a fireman.

0:27:45 **Motion**

The motion was made by Councilor Shirley and seconded by Councilor Doporto to approve Routine and Regular Business.

0:27:54 **Vote**

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

0:28:13 **7. CONSIDER APPROVAL OF RENEWAL OF A BUSINESS LICENSE FOR COURTESY SPORTING AND PAWN**

**Mr. McCutcheon** explained this is an annual renewal that is required by City Ordinance because of the pawn brokerage business. He added Mr. Shawn Mitchell has been very cooperative and followed all of the rules for many years.

0:28:55 **Motion**

The motion was made by Councilor Doss and seconded by Councilor Doporto to approve Renewal of a Business License for Courtesy Sporting and Pawn.

0:29:00 **Vote**

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

0:29:15 **8. CONSIDER APPROVAL OF RESOLUTION NO. 2014-12, A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FINANCIAL ASSISTANCE FOR PLANNING AND PRELIMINARY ENGINEERING SERVICES TO THE NEW MEXICO FINANCE AUTHORITY FOR THE COLONIAS INFRASTRUCTURE FUND AND COMMITTING THE CITY TO THE REQUIRED MATCHING FUNDS**

**Ms. Shumsky** explained this is an application to the Colonias Fund to provide some engineering services and preliminary planning services to extend water lines to the Standpipe Road area. She said the application is due on Friday and is ready to go with the approval of Council. She added the City is required to provide a 10% match which will be budgeted for in the next budget cycle.

**Mayor Janway** added that Councilor Salcido has been working very hard on this project.

0:30:29        **Motion**

The motion was made by Councilor Salcido and seconded by Councilor Doss to approve Resolution No. 2014-12, a Resolution authorizing the submission of an application for Financial Assistance for Planning and Preliminary Engineering Services to the New Mexico Finance Authority for the Colonias Infrastructure Fund and committing the City to the required Matching Funds

0:30:33        **Vote**

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

0:30:48        **9.        CONSIDER APPROVAL OF RESOLUTION NO. 2014-13, A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION TO THE NEW MEXICO WATER TRUST BOARD**

**Mr. McCutcheon** explained that Mr. Camero put together an application for a grant to the New Mexico Water Trust Board. He explained the City attempted to be part of the Governor's package, although the City was not included in the package. He said the Water Trust Board contacted the City and asked the City to submit the application on the chance that there may be some funding and the City may perhaps qualify for the grant.

0:32:00        **Motion**

The motion was made by Councilor Nunley and seconded by Councilor Doporto to approve Resolution No. 2014-13, a Resolution authorizing the filing of an Application to the New Mexico Water Trust Board.

0:32:05        **Vote**

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

0:32:20        **10.        REVIEW AND CONSIDER THE STATUS OF 2410A WESTERNWAY WHICH, UNDER RESOLUTION NO. 2012-68 WAS REQUIRED TO HAVE THE BUILDING AND DEBRIS REMOVED**

**Ms. Riordan** explained this building has been in front of Council several times. She explained an electrical service has been installed, the exterior of the property has been cleaned, a chain link fence has been put around the property, and new windows have been put in. She said the status of the interior remains unknown because no inspections have been performed and none have been asked for at this time. She said with the property being secure and the exterior being cleaned the property is no longer a public risk, although the property is not habitable at this time.

**KC Cass**, Building Inspector, said the western portion of the building remains unsafe and unrepairable. **Mr. West**, Code Enforcement Officer, agrees with Mr. Cass regarding removing the western portion of the property.

0:38:44      **Motion**

The motion was made by Councilor Whitlock and seconded by Councilor Doporto remove the back portion of the property and bring the property into compliance.

0:40:48      **Vote**

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

0:41:20      **11. CONSIDER APPROVAL OF ALLOWING TEMPORARY HOUSING AS A TEMPORARY USE AT 2700 E. GREENE STREET, LEGALLY DESCRIBED AS NEAL LINE ADJUSTMENT RE-DIVISION, TRACT A, ZONED "C2" COMMERCIAL ZONING DISTRICT, IN ACCORDANCE WITH SEC. 56-80 AND AS APPROVED BY THE CITY COUNCIL 10/22/13**

**Ms. Shumsky** gave a quick overview for the new Council members. She explained in October, Council approved allowing as a temporary use, Temporary Housing because of the housing crisis in Carlsbad. She explained that Council approved the provision of allowing temporary housing in certain areas of the City with certain criteria and perimeters. She said there are 4 applications to be heard for consideration tonight.

0:42:46      **Ms. Shumsky** explained Mr. Moore's property was previously zoned Industrial. She explained Mr. Moore has gone through the zoning change process before the property could be considered Commercial and allowed to have temporary housing. She said the zoning change has taken place and has been filed and completed. She explained the issue at hand is allowing Mr. Moore to have temporary housing on his property. She said the size of his property is much greater than the two acres that is required for temporary housing and is zoned commercial. She added the site plan exceeds all the requirements for temporary housing. She explained his goal is to develop a full RV park over time with all of the RV park improvements that are required. She said staff and planning and zoning recommended approval. **Mr. Moore** explained plans for fire suppression, stored and fresh water, proper emergency turn around, and the site plan.

**Councilor Nunley** asked if there would be a dog park placed in the area. **Mr. Moore** said he is adding a dog park and recreational facility. He said he will add a playground facility and walking path with plenty of landscaping. **Councilor Whitlock** said Carlsbad is in need of a place like this. She said retirees want a place to exercise their pets and a lot of Hotels do not allow pets.

0:49:26      **Motion**

The motion was made by Councilor Whitlock and seconded by Councilor Doporto to approve allowing Temporary Housing as a Temporary Use at 2700 E. Greene Street, legally described as Neal Line Adjustment Re-division, Tract A, Zoned "C2" Commercial Zoning District, in accordance with Sec. 56-80 and as approved by the City 10/22/13

0:49:30      **Vote**

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

0:49:55      **12.      CONSIDER RECOMMENDATION REGARDING TEMPORARY HOUSING AS A TEMPORARY USE AT 908 N MAIN ST., LEGALLY DESCRIBED AS NORTH CARLSBAD SUBDIVISION, BLOCK 109, LOTS 9 AND 11, ZONED "C-2" COMMERCIAL ZONING DISTRICT AND "I" INDUSTRIAL DISTRICT, IN ACCORDANCE WITH SEC. 56-80 AND AS APPROVED BY THE CITY COUNCIL 10/22/13**

**Ms. Shumsky** explained this is an application for a temporary use permit for temporary housing. She said the Planning and Zoning Commission considered the item on March 3, 2014. She explained Planning and Zoning modified some of the conditions because Staff originally denied the request because it does not meet the 2 acre minimum requirement or the Commercial zoning requirement. She explained part of the property is zoned Industrial and the other half is zoned Commercial. She said the adjacent uses surrounding the property are all Commercial and are all developed. She said in terms of the lot size, the size is 1.7 acres. **Ms. Shumsky** explained the Planning and Zoning Commission did recommend approval with conditions. She said that Mr. Northcutt has since worked with the water department and the fire marshal and has met all the criteria for fire suppression, water, sewer, and utilities that will be attached to City facilities. She said the applicant is in the process of purchasing one of the final parcels to combine into one property. She said in lieu of the zoning because half on the property is in Industrial, the Planning Commission voted to allow him to proceed with the condition that he place a 6 foot fence around the housing area instead of a 4 foot fence as a buffer area.

**Councilor Whitlock** asked if the additional property acquired would exceed the 2 acres. **Ms. Shumsky** said the acquired property would bring the property to 1.7 acres.

**Councilor Carter** asked where the 2 acre requirement came from. **Ms. Shumsky** said when the City was confronted with the housing dilemma, she was asked to provide a temporary solution and she decided about 2 acres because an RV park requires 3 acres. She explained if the applicant has the zoning they are going to limit themselves with the number of units they can have, so 2 acres is not necessary, it is up to the Council to consider. She explained as these items come before Council and changes are needed the Ordinance can be changed.

**Councilor Whitlock** said there is a policy that states 2 acres and gives a zone requirement and now the Council wants to ignore the policy that has been adopted. She said why have policies if they are not going to be followed. **Councilor Carter** said he does not disagree the area is not the ideal place and it does not meet the 2 acre criteria but it could be rezoned. He explained the 1.7 acres will limit the number of units the applicant can place on the property, but he will be filling the need the City has for temporary housing.

**Councilor Shirley** asked what the housing that he will place on the property will look like. **Mr. Northcutt** showed a picture of a demo that he has completed on the property.

**Councilor Doss** asked how many units will go onto the property. **Mr. Northcutt** answered 24 units, 11 on each side and 2 in the back.

1:03:43 **Mr. McCutcheon explained that one of the reasons the Mayor asked staff to look into the issue of temporary housing is because there were many RV's parked in places where Staff did not feel they could get emergency services to. Mr. McCutcheon explained RV's were parked on the river with no addresses, and with temporary housing they would have an address.**

1:05:52 **Motion**  
The motion was made by Councilor Carter and seconded by Councilor Nunley to approve recommendation regarding Temporary Housing as a Temporary Use at 908 N. Main St., legally described as North Carlsbad Subdivision, Block 109, lots 9 and 11, Zoned "C-2" Commercial Zoning District and "I" Industrial District, in accordance with Sec. 56-80 and as approved by the City Council 10/22/13

1:06:33 **Vote**  
The vote was as follows: Yes - Shirley, Carter, Nunley; No - Whitlock, Anaya Flores, Doporto, Doss, Salcido; Absent - None; The motion was denied.

1:07:09 **13. CONSIDER RECOMMENDATION REGARDING TEMPORARY HOUSING AS A TEMPORARY USE AT 1012 AIRPORT ROAD, LEGALLY DESCRIBED AS JOEL SUBDIVISION, BLOCK B, LOT 31, ZONED "C-2" COMMERCIAL ZONING DISTRICT, IN ACCORDANCE WITH SEC. 56-80 AND AS APPROVED BY THE CITY COUNCIL 10/22/13**

**Ms. Shumsky** explained Staff reviewed the application and recommended denial because the subject site does not meet the minimum lot size criteria. She explained Planning and Zoning recommended approval with conditions and the applicant adopted the conditions.

**Mr. Taylor** explained he feels each application will be different; he is only planning on placing 5 units in the area. He said the site has water, sewer, a fire hydrant right in front of the property, and the site has the 4 foot fence.



**Councilor Doporto** said the problem he had with the Item 12 is that it was more in a residential area, although it was zoned commercial and industrial.

1:11:48      **Motion**

The motion was made by Councilor Doporto and seconded by Councilor Shirley to approve recommendation regarding Temporary Housing as a Temporary Use at 1012 Airport Road, legally described as Joel Subdivision, Block B, Lot 31, Zoned "C-2" Commercial Zoning District, in accordance with Sec. 56-80 and as approved by the City Council 10/22/13

1:11:58      **Vote**

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

1:12:22      **Councilor Carter commented that he feels the previous vote represents the people that live on Airport Road in the same density neighborhood are less important than the people who reside on Main Street.**

**Councilor Whitlock** said Mr. Taylor wants to put in 5 units on Airport Road compared to the 25 units Mr. Northcutt is proposing on Main St. She added you have to look at the size of the site as well as the location.

1:13:25      **14. CONSIDER RECOMMENDATION REGARDING TEMPORARY HOUSING AS A TEMPORARY USE AT 4219 BOYD DRIVE, LEGALLY DESCRIBED AS TOWNSHIP 22S RANGE 26E SECTION 25 NE (LESS APPROX. 55.46 AC & LESS SUNWEST SUBD. UNIT 1, UNIT 2, UNIT 3, UNIT 4, UNIT 6 & LESS KNOTT LAND DIV. #2), ZONED "R-R" RURAL RESIDENTIAL ZONING DISTRICT, IN ACCORDANCE WITH SEC. 56-80 AND AS APPROVED BY THE CITY COUNCIL ON 10/22/13**

**Ms. Shumsky** explained Staff recommended approval and Planning and Zoning Commission also reviewed the application and recommended approval with conditions. She explained the property exceeds the 2 acre requirement and is zoned Rural Residential which is one of the areas which was an area approved for temporary housing.

**Mr. Knott** said he is proposing to use 11 acres of land place 81 spaces in three phases. He said he trying to provide the need for temporary housing in the area.

**Discussion regarding consideration from the City regarding types of reimbursement for water meter and extension of water line.**

**Councilor Whitlock** said she has been trying to get Mr. Knott to put in a RV Park for a long time but not a temporary housing one. **Mr. Knott** said currently to put in this

temporary one will cost approximately \$400,000 and he would love to put in a permanent one.

1:21:22        **Mr. Camero added that the size and the location of the utilities need to be added to each request.**

1:22:49        **Discussion regarding water and sewer lines and tying into City utilities.**

1:27:25        **Motion**

The motion was made by Councilor Doss and seconded by Councilor Nunley to approve recommendation regarding Temporary Housing as a Temporary Use at 4219 Boyd Drive, legally described as Township 22S Range 26E Section 25NE (less approx. 55.46 AC & less Sunwest Subd. Unit 1, Unit 2, Unit 3, Unit 4, Unit 6 & less Knott Land Div #2), Zones "R-R" Rural Residential Zoning District, in accordance with Sec. 56-80 and as approved by the City Council on 10/22/13

1:28:38        **Vote**

The vote was as follows: Yes - Shirley, Carter, Doss, Nunley; No - Whitlock, Anaya Flores, Doporto, Salcido; Absent - None; There being a tie, Mayor Janway voted "Yes" and the motion carried.

1:29:17        **Councilor Shirley** commented after reviewing the four requests he would like to consider bringing recommendations back to Council to consider amending the Ordinance for Temporary Housing.

1:30:21        **15. CONSIDER APPROVAL OF ORDINANCE NO. 2014-07, AN ORDINANCE AMENDING ORDINANCE NO. 2013-06 TO EXTEND THE EFFECTIVE DATE OF REPEAL OF CHAPTER 56, ARTICLES XX AND XXI, OF THE CODE OF ORDINANCES, CITY OF CARLSBAD, NEW MEXICO ENTITLED "EXTRATERRITORIAL COMMISSION" AND "EXTRATERRITORIAL ZONING" WITH SUCH EXTENSION TO BE MARCH 1, 2015**

1:30:53        **A. Public Hearing**

**Councilor Shirley** explained the committee has been working for quite some time on a new proposal for the Extraterritorial Zone. He explained originally Council set the sunset date for the middle of April 2014. He said the State Statute allows for 364 days from the time that the Extraterritorial Zoning Commission is formed to write an Ordinance and it be passed by the Extraterritorial Authority. He explained the March 1st date will give the Extraterritorial Zoning Commission the full 364 days the time to write the Ordinance and time to get the Ordinance approved.

1:32:43        **Mayor Janway asked if anyone would like to speak regarding this issue. No one appeared and the Mayor declared the public hearing closed and reconvened the Council in regular session.**

1:32:58      **B.      Consider Ordinance No. 2014-07**

1:33:03      **Motion**

The motion was made by Councilor Whitlock and seconded by Councilor Shirley to approve Ordinance No. 2014-07, an Ordinance Amending Ordinance No. 2013-06 to Extend the effective date of Repeal of Chapter 56, Articles XX and XXI, of the Code of Ordinances, City of Carlsbad, New Mexico Entitled "Extraterritorial Commission" and "Extraterritorial Zoning" with such extension to be March 1, 2015

1:33:08      **Vote**

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

1:33:23      **16.      CONSIDER APPROVAL OF ORDINANCE NO. 2014-08, AN ORDINANCE AMENDING ORDINANCE NO. 2012-13 REGARDING THE AUTOMATIC RESIGNATION OF CITY BOARD, COMMISSION AND COMMITTEE MEMBERS FOR ABSENCES**

1:33:44      **A.      Public Hearing**

1:33:47      **Mayor Janway asked if anyone would like to speak for or against the Ordinance.**

**Councilor Doss** said as the Ordinance was previously written was harsh. He explained when a member had extenuating circumstances and missed a number of meeting they were removed. He said when you have people who cannot make all of the meeting due to health issues or travel you kill the volunteer spirit that is used to get these people to work on these boards. He said there is plenty of opportunity to keep people engaged in the City and allow some flexibility with their personal situations.

1:35:38      **B.      Consider Ordinance No. 2014-08**

1:35:44      **Motion**

The motion was made by Councilor Doss and seconded by Councilor Doporto to approve Ordinance No. 2014-08, an Ordinance Amending Ordinance No. 2012-13 Regarding the Automatic Resignation of City Board, Commission and Committee Members for Absences

1:35:50      **Vote**

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

1:36:04      **17.      COUNCIL COMMITTEE REPORTS**

**Mayor Janway** welcomed Ms. Anaya Flores and welcomed back Mr. Carter.

1:36:47      **18. ADJOURN**

1:36:48      **Motion**

The motion was made by Councilor Doss and seconded by Councilor Shirley to Adjourn.

1:36:55      **Vote**

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

1:37:20      **Adjourn**

There being no further business, the meeting was adjourned at 7:52 p.m.

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Mayor

ATTEST:

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City Clerk

CITY OF CARLSBAD  
**PERSONNEL REPORT**

March 25, 2014

**APPOINTMENTS:**

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
Jeffrey Acosta	03/31/14	Street	Laborer
Mary Lane	03/31/14	Solid Waste	ARC Driver
Susan Lopez	03/31/14	IT	IT Technician
Ricky Dean Smith	03/31/14	Double Eagle	Heavy Equipment Operator 1

**TERMINATIONS:**

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

**INTERNAL TRANSFERS AND PROMOTIONS:**

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
Troy Hatch	03/24/14	Street	Foreman
Jessie Rodriguez	03/10/14	Police	Lieutenant
Andrew Swanson	03/10/14	Police	Sergeant

# CITY OF CARLSBAD

## RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Steven McCutcheon, City Administrator

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

**FROM:** Tom Carlson, Director of Public Works

**SUBJECT:** Recommendation for Employment

**DATE:** \_\_\_\_\_

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: Jeffery Acosta Classification/Position: Laborer  
Department: Street

<input checked="" type="checkbox"/> Regular	<input checked="" type="checkbox"/> Full-time	<input checked="" type="checkbox"/> Hourly \$ <u>12.82</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: Bob Cat Auto & Detail  
From May 2012 to Present Classification: Paint Tech  
Duties: Paint automobiles

Related Experience: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

# CITY OF CARLSBAD

## RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Steven McCutcheon, City Administrator

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

**FROM:** Mike Hernandez, Deputy Director of Utilities *MH*

**SUBJECT:** Recommendation for Employment

**DATE:** March 13, 2014

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: Mary Lane Classification/Position: ARC Driver  
Department: Solid Waste

<input checked="" type="checkbox"/> Regular	<input checked="" type="checkbox"/> Full-time	<input checked="" type="checkbox"/> Hourly \$ <u>16.39</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: Valley Transportation  
From 8/1997 to Present Classification: Bus Driver  
Duties: Inspect and maintain the maintenance and operation of passenger bus.

Related Experience: CDL License inspect vehicle  
\_\_\_\_\_  
\_\_\_\_\_

Comment: Mary Lane meets the minimum requirements per job description  
\_\_\_\_\_  
\_\_\_\_\_

# CITY OF CARLSBAD

## RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Steve McCutcheon, City Administrator

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

FROM: Sam Plumlee, IT Director

S.P.

SUBJECT: Recommendation for Employment

DATE: March 19, 2014

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: Susan M. Lopez Classification/Position: IT Technician  
Department: IT

☒ Regular ☒ Full-time ☒ Hourly \$ 24.66 per hour  
☐ Seasonal ☐ Part-time ☐ Salary \$ \_\_\_\_\_ per annum  
☐ Temporary ☐ On call

### Education Level:

☐ High School Diploma ☒ GED or equivalent  
☒ Associates Degree NMSU-Carlsbad Undesignated  
☐ Bachelors Degree \_\_\_\_\_  
☐ Masters Degree \_\_\_\_\_  
☐ Other \_\_\_\_\_

### Employment:

Present or last Employer: Carlsbad Municipal Schools  
From 09-11 to Present Classification: IT Technician Associate Lead  
Duties: Maintain, upgrade and install computer systems, including Desktop support, networking, application install, Active Directory and wireless.

Related Experience: 12 previous years as computer tech and systems analyst

Comments: Strong work ethic and know performance as a Tech under my prior supervision.



# CITY OF CARLSBAD

## RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

Steven McCutcheon, City Administrator

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

**FROM:** Mike Hernandez, Deputy Director of Utilities *MH*

**SUBJECT:** Recommendation for Employment

**DATE:** March 17, 2014

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: Ricky Dean Smith Classification/Position: Heavy Equipment Operator 1  
Department: Double Eagle

<input checked="" type="checkbox"/> Regular	<input checked="" type="checkbox"/> Full-time	<input checked="" type="checkbox"/> Hourly \$ <u>20.79</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:

☒ High School Diploma ☐ 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: Intrepid Potash  
From March 2005 to January 2014 Classification: Lead Man Utility Crew

Duties: Supervise crew, operate heavy equipment, monitor ponds and maintain dikes as needed. Operate job in mill when needed.

Related Experience: Backhoe, Loader and Trac Hoe.

Comment: Reliable, knows 811. Has taken and excelled on the Backhoe Excavation Test.

3/20/14 08:58 AM

CITY OF CARLSBAD  
GENERAL OPERATING-CASH  
AS OF 03/10/14

PAGE 1

NUMBER	NAME	FUND OR DEPT	ITEM OR SERVICE DESCRIPTION	AMOUNT
1	3DECALS REFLECTIVE DECALS	FIRE	REPLACEMENT CHECK - ID STICKERS FOR SCBA	148.00
2	ROBOTEX INC	PUBLIC SAFETY	REPLACEMENT CHECK - AVATAR II ROBOT	14,339.55
3	MESA PROPERTIES OFCARLSBD	COLLECTION SYSTEM	REPLACEMENT CHECK - WATER/SEWER LINES AT DEL RIO ST AND KIRCHER	40,299.81
4	ADMIN OFFICE OF THE COURT	GENERAL FUND	FEES COLLECTED IN FEBRUARY, 2014	4,876.00
5	UNM-JUDICIAL EDUC. CENTER	GENERAL FUND	JUDICIAL EDUCATION FEES - FEBRUARY 2014	1,735.00
				61,398.36

NUMBER	NAME	FUND OR DEPT	ITEM OR SERVICE DESCRIPTION	AMOUNT
1	ACE LOCK & KEY LLC	FIRE	PORTABLE KEY SAFE	43.50
2	ALANS AUTO SUPPLY	PUBLIC SAFETY	WINCH FOR CAR HAULER TRAILER	399.95
3	AMERIPRIDE, INC.	PLANNING ENGINEERING &	REGRUGS AT CITY HALL AND RED SHOP RAG SERVICE AT PFA	175.94
4	ARTESIA FIRE EQUIPMT, INC	FIRE	COLLAR BRASS	497.60
5	AUTOZONE INC	VARIOUS	FUEL PUMP, BRAKE PADS, SPARK PLUGS, TRAILER BALL HITCH & LOCK, BRAKE ROTOR	742.05
6	BAKER UTILITY SUPPLY CORP	WATER AND SEWER	HYMAX COUPLINGS	2,113.98
7	BENCHMARK SUPPLY CO., INC.	WATER AND SEWER	FLANGE TEES	320.00
8	BLAINE INDUSTRIAL SUPPLY	VARIOUS	GRAY TRIGGER SPRAYERS AND BOTTLES, STICKY PAD MOUSE TRAPS, ABSORBENT	7.22
9	BRININSTOOL EQUIPMENT	VARIOUS	HOSE CLAMPS, WD-40, SLEDGEHAMMER, SAW BLADES, SEAL KITS, SHOVELS, HYD HOSES	2,048.60
10	BROWNING GARAGE DOORS LLC	TRANSIT SERVICE	REPAIR & SERVICE NW AND SW DOORS AT TRANSIT FACILITY	440.49
11	BROWNELLS, INC	PUBLIC SAFETY	SWAT EQUIPMENT	275.33
12	TOTAL SAFETY US, INC. CO.	DOUBLE EAGLE	H2S MONITOR	937.12
13	B C AUTO RESTORATION	TRANSIT SERVICE	TURN SIGNAL SWITCH ASSEMBLY	421.91
14	CLARK TRUCK EQUIPMENT	SOLID WASTE DISPOSAL	HOIST CYLINDER ENDS	512.10
15	BIG 5 SPORTING GOODS	RIVERWALK RECREATION	BASKETBALLS	151.88
16	CARLSBAD AUTO SUPPLY	VARIOUS	FILTERS, BATTERIES, HUB CAB OILER, LAMPS	797.79
17	CARLSBAD BLOCK & SUPPLY	VARIOUS	WALKING GROOVERS & EDGERS, ADAPTERS, HAND EDGERS, HOLLOW METAL DOOR	1,389.47
18	CARLSBAD DEPT/DEVELOPMENT	EXECUTIVE & LEGISLATIVE	ECONOMIC DEVELOPMENT CONTRACT FOR DECEMBER, 2013	25,416.67
19	CARLSBAD MAINSTREET CORP	EXECUTIVE & LEGISLATIVE	DOWNTOWN REVITALIZATION SERVICES FOR JANUARY, 2014	5,000.00
20	CED	VARIOUS	20 AMP IVORY 3-WAY SWITCH	38.75
21	CARLSBAD QUALITY AUTOBODY	SOLID WASTE DISPOSAL	GRAPPLE TRUCK FIBERGLASS REPAIRS	316.40
22	CARLSBAD CHEVROLET	FIRE	DELCO FILTERS	261.20
23	CARROT TOP INDUSTRIES	PUBLIC SAFETY	FLAGS - USA, NM & CPD	387.68
24	CARQUEST AUTO PARTS	VARIOUS	BATTERY CLEANER, FILTERS, WINDSHIELD WASH, BRAKE PADS	973.43
25	CHAMBER OF COMMERCE CORP.	VARIOUS	CHRISTMAS ON THE PECOS 11/27-12/31/13 PAUL AGUILAR REIMBURSEMENT 1/26-28/14	25,150.00
26	CONNELLS OFFICE SUPPLY	VARIOUS	PAPER SHREDDER, WORK STOOLS, OFFICE CHAIRS, LAMINATOR & SUPPLIES, FOLDERS	2,940.19
27	CONSTRUCTOR'S INC.	PARKS	INSTALLATION OF BLODGETT ST. RESTROOM LIFT STATION THRU 11/30/13	33,896.53
28	CUMMINS ROCKY MOUNTAIN	SOLID WASTE DISPOSAL	SEAL, RECTANGULAR RING, SHUT OFF VALVE COVER	17.97
29	DARDANELLE TIMBER CO INC	VARIOUS	LOPPERS ANVIL COMPOUND, SANDPAPER, PICK, BRUSH, MINIWAX, SHELF, NIFTY NABBER	315.20
30	DANA KEPNER CO.	VARIOUS	COMPRESSION ADAPTER FOR CTS PIPE, CHECK VALVE, FIBER RING GASKETS	1,248.00
31	DEMCO, INC.	LIBRARY	LIBRARY QUIET BOOK TRUCK	324.11
32	DITCH WITCH OF EL PASO	PARKS	HYDRAULIC HOSE CLAMPS	32.62
33	DESERT HILLS ELECTRIC	WATER AND SEWER	SYMCOM MODEL 355 MOTOR SAVER	351.36
34	E-Z RENTALS & SALES, INC.	VARIOUS	OIL FILTERS, STIHL GAS BLOWER, FUEL, OIL AND AIR FILTERS	466.26
35	HD SUPPLY WATERWORKS, LTD	VARIOUS	COMPRESSION STOPS, METER COUPLINGS, WATER PIPE, NEPTUNE METERS	10,962.95
36	ELECTRIC SUPPLY CO., INC.	VARIOUS	SPLIT BOLTS, LED LIGHT FIXTURE, NEC CODE BOOK AND TABS, BEAM CLAMPS	3,902.44

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CITY OF CARLSBAD  
GENERAL OPERATING-CASH  
AS OF 03/10/14

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NUMBER	NAME	FUND OR DEPT	ITEM OR SERVICE DESCRIPTION	AMOUNT
37	CARLSBAD CURRENT-ARGUS	PERSONNEL	ANNUAL SUBSCRIPTION THRU 01/08/15	192.00
38	ENCYCLOPAEDIA BRITANNICA	LIBRARY	ONLINE SUBSCRIPTION RENEWAL FOR 2/14/14 - 1/31/15	1,080.00
39	FEDERAL EXPRESS CORP.	FIRE	OVERNIGHT MAIL SERVICE	37.49
40	FLEETPRIDE	SOLID WASTE DISPOSAL	PURGE VALVE KIT	145.02
41	FORREST TIRE CO., INC.	VARIOUS	NEW TIRES AND FLATS REPAIRED	760.48
42	GRAINGER	FIRE	RECHARGEABLE BATTERIES	140.08
43	GUADALUPE PEST CONTROL	SPORTS COMPLEX	PEST CONTROL IN CONCESSION BUILDING AT THE SPORTS COMPLEX	118.18
44	HDR ENGINEERING INC.	DISASTER PREPAREDNESS	DAMS EMERGENCY ACTION PLAN ENGINEERING DECEMBER 2013	1,208.65
45	ORLANDO GARZA	PARKS	MAINTENANCE SERVICES FOR 1ST ST. FIELDS AND WILL MERCHANT COMPLEX FOR JAN 2014	3,883.37
46	HACH COMPANY	LAB ENVIRONMENTAL SERVICES	FLUORIDE & SULFUR & AMPULE ACCUVOC, PIPIT TIP	500.77
47	HI LINE CO	VARIOUS	HOSE/AIR FITTINGS, LIGHT BULBS, TIES, FASTENERS, BATTERIES, SCREWS, WASHERS	891.72
48	I B M CORPORATION	PUBLIC SAFETY	AS 400 LEASE FOR FEBRUARY, 2014	688.57
49	FIRE PROTECTION PUBLICATI	FIRE	"ESSENTIALS OF FIREFIGHTING" 6TH EDITION CURRICULUM	1,824.00
50	INGRAM LIBRARY SERVICES	LIBRARY	BOOKS FOR NONFICTION COLLECTION	634.92
51	INTERSTATE BATTERY SYS	FIRE	LEAD ACID BATTERY	114.85
52	IMSA-NEW MEXICO SECTION	STREET	WORKZONE TRAFFIC CONTROL/SIGNS & MARKING LEVEL ONE 3/18-21/14 ABQ NM O VILLEGAS	900.00
53	CARLSBAD FORD	VARIOUS	BEARING ASY OUTER, INNER TIE ROD, VACUUM HUB LOCK, PARKING BRAKE KIT	1,339.89
54	J & J PIPE & SUPPLY	VARIOUS	REPAIR CLAMP, RAPID SEAL TAPE, SEWER 90 DEGREE	62.87
55	LOWE'S	VARIOUS	BAG OF RAGS, PAINT BRUSH, FIBERGLASS EXTENSION LADDER, PAD LOCK SET	1,354.06
56	A K SALES & CONSULTING	SPORTS COMPLEX	DEBOURGH LOCKERS 72" PERMANANT MOUNT	4,702.37
57	BELNICK, INC	GOLF	30"X72" WHITE PLASTIC FOLDING TABLES, HERCULES SERIES FOLDING CHAIRS	3,142.40
58	LABRIE PARTS CORP	SOLID WASTE DISPOSAL	GRABBER ASSEMBLY COMPLETE	4,782.22
59	LEAF FUNDING CORPORATION	COMPUTER LEASE EQUIPMENT	DELL COMPUTER LEASE - FIRE DEPARTMENT FOR MARCH, 2014	1,523.24
60	MWI VETERINARY SUPPLY	PUBLIC SAFETY	VETERINARY MEDICATIONS	571.98
61	M & B MUFFLER SHOP	PUBLIC SAFETY	CATALYTIC CONVERTER	402.97
62	MAIL SERVICE CENTER	PUBLIC SAFETY	SHIPPING COST FOR IR 8000 BI ANNUAL INSPECTION	102.68
63	MCCOYS LUMBER	VARIOUS	TAPE MEASURE, 4 PACK PAD LOCK SET, CHAINLINK, TIES, LINE POSTS	438.64
64	THE MINE SUPPLY CO. INC.	WATER	STEEL TOE STEEL SHANK HIP BOOTS	224.84
65	MORRISON SUPPLY	VARIOUS	WAX RING WITH FLANGE, ADA COMMODE, 3 POLE CONTRACTOR 24 VOLT COIL	301.61
66	MESA EQUIPMENT & SUPPLY	GOLF	SIMMONS SAW BLADES	174.40
67	MILLER ENGINEERS INC	STREET	DRAINAGE MASTERPLAN STUDY THRU 1/29/14	29,426.03
68	NORTHEAST WISCONSIN TEC	PUBLIC SAFETY	RECERTIFICATION FOR TASER INSTRUCTOR 02/5-6/14 LAS CRUCES, NM ADRIAN RIVERA	350.00
69	VIDACARE CORP	FIRE	EMS SUPPLIES AND EQUIPMENT	2,626.86
70	NEVES UNIFORMS, INC.	FIRE	SHIRTS WITH EMBLEM SILK SCREEN	18,324.60
71	PINNACLE PEAK HOLDING COR	FIRE	12V POWER CORD	47.49
72	NICHOLS PRINTING, INC.	VARIOUS	DBL WINDOW PRIVACY ENVELOPE W-2, METER CARDS, BUSINESS CARDS	426.00

NUMBER	NAME	FUND OR DEPT	ITEM OR SERVICE DESCRIPTION	AMOUNT
73	NORTHERN TOOL & EQUIPMENT	DOUBLE EAGLE	3-IN-1 DIGITAL SECURITY CAMERA	156.54
74	OFFICE DEPOT, INC	VARIOUS	PENS, LAMINATING SUPPLIES, PHONE CARD, TAPE, GLUE STICKS, COPY PAPER, CLIPS	1,208.04
75	ONE FIFTYS LLC	TRANSIT SERVICE	OIL CHANGES ON 1/24 AND 1/27	70.00
76	NEW MEXICO GAS CO. INC.	VARIOUS	GAS SERVICE FOR JANUARY 2014	15,915.57
77	PECOS VALLEY OF NM, INC	VARIOUS	PRE-EMPLOYMNET PHYSICALS AND POST ACCIDENT DRUG SCREENS	573.12
78	PETES EQUIPMENT REPAIR,	STREET	WATER VALVE ASSEMBLY, WATER PUMP SPRAY SYSTEM	1,091.23
79	PERMIAN BASIN REGIONAL	FIRE	WATER USAGE FEE FOR D/O TRAINING ON 1/18/14	150.00
80	PLAINS WELDING SUPPLY, INC	VARIOUS	FLAPPER DISC, WELDING WIRE, HOOD LENSES, CUTTING OIL, ACELENE, OXYGEN & CO2	830.21
81	PVT	VARIOUS	HIGH SPEED INTERNET & EQUIPMENT FEBRUARY, 2014	758.64
82	QUESTA FERTILIZER	RIVERWALK RECREATION	ROUND UP	94.33
83	RW INDUSTRIAL PROD INC.	SOLID WASTE DISPOSAL	MEAN GREEN DEGREASER	887.34
84	RECORDED BOOKS, LLC	LIBRARY	AUDIO BOOKS SUBSCRIPTION FOR PHYSICAL & DIGITAL	455.88
85	ELECTRICAL SOLUTIONS, LLC	INSURANCE	DAMAGE TO PROPERTY - 1102 ALVARADO ST	2,256.19
86	VULCAN INC	STREET	ALUMINUM BLANKS, STREET MARKER BLANKS	1,075.92
87	ROTO-ROOTER INC.	FIRE	PLUMBING & DRAIN SERVICE - 1/20/14 KITCHEN / WASHER	91.32
88	RUSH TRUCK CENTERS	SOLID WASTE DISPOSAL	SERVICE MANUAL ISC/L, CYLINDER - CAB TILT, GASKETS, SEALS, CRANK SHAFT SEAL	3,199.71
89	WESTERN PLANNING RESOURCE	PLANNING ENGINEERING & REG	SUBSCRIPTION TO THE WESTERN PLANNER FOR 2014	30.00
90	MALORY ANAYA	PLANNING ENGINEERING & REG	PROCESSOR SERVER	42.98
91	SETON IDENTIFICATION	FINANCIAL ADMINISTRATION	TAMPER EVIDENT BAR CODE LABELS	1,841.45
92	SHARP ELECTRONICS CORP	VARIOUS	SHARP COPIER LEASES FOR FEBRUARY 2014	4,112.57
93	SHERWIN-WILLIAMS	VARIOUS	PAINT AND PAINT SUPPLIES	708.82
94	FUEGO WIRELESS, LLC	VARIOUS	INTERNET SERVICE FOR FEBRUARY 2014	303.14
95	BRADY INDUSTRIES OF NM	VARIOUS	JANITORIAL SUPPLIES	707.85
96	SOUTHWEST LP GAS CO	SEWER	PROPANE	980.00
97	TATE BRANCH AUTO PLEX	PUBLIC SAFETY	STRUT TENSIONERS, AC LOWER ARM	938.24
98	SPORT CENTER	PUBLIC SAFETY	T-SHIRTS - BLACK	1,444.00
99	THE SM STOLLER CORP	DISASTER PREPAREDNESS	CONSTRUCTION OBSERVATION SAN JOSE FOR 8/26-9/30, 10/1-27 AND 10/28-11/24/13	10,071.68
100	TESSCO, INC	FIRE	CABLE - COAX, STRAIGHT CLAMP, OFFSET GAIN DI POLE	1,357.64
101	TEXAS STREET LUMBER	VARIOUS	HOSE CLAMPS, TURN BUCKLE, STAKES, EXPANSION JOINTS, SCREWS, CLIPS, NAILS	236.59
102	THERMAL SCIENTIFIC, INC	VARIOUS	MERCURIC NITRATE, GLASS BOILER FILLER TUBE	143.50
103	TIGER DIRECT, INC	VARIOUS	CAT5E CABLE, LENOVO TABLET WITH CASE	571.16
104	4 RIVERS EQUIPMENT	STREET	STARTER MOTOR REMAN	228.18
105	VIRTUAL GRAFFITI, INC	FIRE	ANNUAL FIREWALL RENEWAL	370.00
106	WINDSTREAM CORPORATION	VARIOUS	TELEPHONE SERVICE FOR JANUARY 2014	6,300.29
107	VERIZON	VARIOUS	AIR CARDS, CELL PHONE SERVICE 12/26/13 THRU 1/25/14	1,162.04
108	WASTE SYSTEMS	SOLID WASTE DISPOSAL	UPPER LINK, ROLLER TAILGATE LATCH, AUTO DRAIN AIR VALVE, PINS, BUSHINGS	722.72
109	WATER INVENTORY	VARIOUS	RUBBER DRESSER BOOT, HYMAX COUPLINGS, METERS, COLLARS, HYDRANTS, FC CLAMPS	9,829.34

NUMBER	NAME	FUND OR DEPT	ITEM OR SERVICE DESCRIPTION	AMOUNT
110	THINK TREES NEW MEXICO	GOLF	REGISTER "THINK TREE" CONFERENCE FOR R CASTILLO 1/30-31/14 ALBUQUERQUE NM	145.00
111	SCOT D BENDIXSEN	PERSONNEL	RECRUITMENT - JOB FAIR - KILLEEN TX 1/14-16/14 MILEAGE	805.31
112	SCOTT NAYLOR	PUBLIC SAFETY	CRISIS RESPONSE TRAINING - ABQ NM 1/26-31/14	437.00
113	MOLZEN-CORBIN & ASSOC, INC	DOUBLE EAGLE	DOUBLE EAGLE WATERLINE ENGINEERING THRU 12/31/13	48,883.53
114	BRIAN K. MENDOZA	FIRE	POLICIES & PROCEDURE CLASS / REPAIR UNIT ABQ 1/13-15/14	282.75
115	CITRIX ONLINE LLC	FIRE	GO TO ASSIST LICENSE 01/23/14 - 02/22/14	62.02
116	CAMCO PLUMBING INC.	VARIOUS	PLUMBING - PREFAB RESTROOMS FOR MLK PARK AND CEMETERY - COMPLETE	24,667.65
117	QUALITY JANITORIAL	VARIOUS	JANITORIAL SUPPLIES	946.15
118	BES PROPERTIES LLC	WATER AND SEWER	TAP FEE REFUND - 1503 COMMERCE	71.92
119	METAL SHOP LIVE	PERFORMING ARTS CENTER	WGPAC MANAGEMENT FOR JANUARY 2014	8,000.00
120	NMWWA, CT SECTION	DOUBLE EAGLE	REGISTRATION FOR GEORGE PETERSON CT WORKSHOP 3/5-6/14 - ABQ, NM	100.00
121	EXCEL CONSTRUCTION	DOUBLE EAGLE	NEW LOCO HILLS SEPTIC SYSTEM	3,648.38
122	PARKER BOATS & MOTORS INC	GOLF	LOWE JOHN BOAT	2,730.00
123	GOVERNMENT FINANCE	FINANCIAL ADMINISTRATION	GOVERNMENTAL ACCOUNTING, AUDITING AND FINANCIAL REPORTING PUBLICATION	207.00
124	SOUTHWEST CM, LLC	PARKS	RENOVATION OF THE TENNIS PROSHOP AND RAQUETBALL COURTS THRU 1/31/14	73,487.25
125	FONDRIEST ENVIRONMENTAL	WATER	MODEL 101 WATER LEVEL METER W/P7 PROBE AND CARRYING CASE	1,701.81
126	JR DOPORTO	EXECUTIVE & LEGISLATIVE	TRAVEL TO SANTA FE 1/26-28/2014 FOR BAT BRIGADE LEGISLATIVE 2014	532.27
127	ERIC MORAN	PUBLIC SAFETY	TRANSPORT JUVENILE TO CURRY COUNTY ON 1/26-27/14	12.00
128	ERIC FLORES	FIRE	PATIENT TRANSPORT TO ROSWELL, NM ON 02/09/14	12.00
129	ROBERT COLLINS	FIRE	PARAMEDIC SCHOOL IN ROSWELL 2/6-7/14	115.00
130	PATSY JACKSON-CHRISTOPHER	COMMUNITY DEVELOPMENT	CREATIVE NM BOARD MEETING - SANTA FE 1/27-28/14 MILEAGE	742.87
131	JOSE BRIONES	SEWER	OBTAIN WWI CERTIFICATION IN LAS CRUCES 1/26-31/14	437.00
132	RAYMON RODRIGUEZ	FIRE	PARAMEDIC SCHOOL IN ROSWELL 2/6-7/14 & 02/09/14	127.00
133	FRANCISCO OROZCO	SEWER	TEST FOR WW OPERATOR 1 IN LAS CRUCES 1/26-31/14	437.00
134	DICK DOSS	EXECUTIVE & LEGISLATIVE	TRAVEL TO SANTA FE ON 01/26-28/14 FOR BAT BRIGADE LEGISLATIVE 2014	290.00
135	WEX BANK	VARIOUS	VEHICLE FUEL FOR JANUARY 2014	80,495.83
136	EDDY COUNTY ROAD DEPT.	DOUBLE EAGLE	INSPECTION FEE TO CUT COUNTY RD. CR249 TO REPAIR BROKEN WATER LINE	300.00
137	AMERIPRIDE, INC.	GARAGE	LAUNDRY SERVICE - RED SHOP RAGS AT PFA	31.30
138	ARTESIA FIRE EQUIPMT, INC	FIRE	ADAPTER, BOOSTER HOSES, COUPLINGS	499.38
139	AT&T CORPORATION	VARIOUS	LONG DISTANCE SERVICE FOR FEBRUARY 2014	1,720.92
140	BLAINE INDUSTRIAL SUPPLY	GARAGE	FLOOR OIL ABSORBENT	271.50
141	BOND ICE COMPANY	FIRE	BAGGED ICE DELIVERED	116.00
142	C.A.R.C. FARM, INC.	SOLID WASTE DISPOSAL	RECYCLING CONTRACT FOR JANUARY, 2014	7,916.67
143	CARLSBAD DEPT/DEVELOPMENT	LODGERS TAX	CDOD NUCLEAR FUEL SUMMIT - AUGUST 2013	6,367.72
144	CHAPARRAL CLAIMS, LLC	INSURANCE	3RD PARTY ADMIN FOR LIABILITY CLAIMS JANUARY, 2014	3,213.75

NUMBER	NAME	FUND OR DEPT	ITEM OR SERVICE DESCRIPTION	AMOUNT
145	CARLSBAD CHEVROLET	PUBLIC SAFETY	VEHICLE TOWING AFTER HOURS - 1/28/14	123.55
146	CHAMBER OF COMMERCE CORP.	LODGERS TAX	PROMOTIONAL EXPENSE - JANUARY, 2014	43,334.00
147	CREWS GLASS & MIRROR INC.	COMMUNITY DEVELOPMENT	FIX FRONT DOOR PANIC BARS AT CITY HALL	266.09
148	DANA KEPNER CO.	WATER	EPOXY COATED SWING TYPE LEVER & WT/ SPRING CHECK VALVES	3,830.00
149	E-Z RENTALS & SALES, INC.	FIRE	SPARK PLUGS FOR F-5 BRUSH HOG	31.80
150	HD SUPPLY WATERWORKS, LTD	VARIOUS	SERVICE SADDLES, BALL VALVE CORPORATIONS	1,184.93
151	FASTENAL COMPANY	FIRE	AG JOBBER 5/16 AND SB5-2 DRILL BITS	18.89
152	GENESIS LAMP CORPORATION	AIRPORT	TRANSFORMER	202.01
153	FRED PRYOR SEMINARS	FIRE	2-DAY EXCEL WORKSHOP 2/11/14 HOLIDAY INN EXPRESS CARLSBAD - BRIAN MENDOZA	256.00
154	GALLS	FIRE	LIGHT BLUE ROOKIE SCHOOL UNIFORM SHIRTS	98.99
155	GREER CONSTRUCTION, INC.	WATER AND SEWER	TAP FEE REFUND ON 1502 CORRALES	123.78
156	HINKLE HENSLEY SHANOR	EXECUTIVE & LEGISLATIVE	LEGAL FILE FEES FOR EEOC CASES FILED AGAINST THE CITY OF CARLSBAD 1/16-24/14	1,376.64
157	INGRAM LIBRARY SERVICES	LIBRARY	BOOKS	942.82
158	CARLSBAD FORD	TRANSIT SERVICE	REPLACE SUN VISOR DRIVER'S SIDE - VAN 42	99.38
159	MCCOYS LUMBER	VARIOUS	TOILET HANDLE FLUSHER, DRILL BITS, PVC COMPRESSION COUPLING, LAVATORY FAUCET	218.06
160	MICROBAC LABORATORIES, INC	LAB ENVIRONMENTAL SERVICES	ANNUAL NMED/EPA COMPLIANCE FOR DRINKING WATER LAB CERTIFICATION	208.00
161	THE MINE SUPPLY CO. INC.	VARIOUS	STEEL TOE STEEL SHANK HIP BOOTS	213.75
162	MORRISON SUPPLY	VARIOUS	COMMODE TANK, HOT WATER HEATER, COMMODE SEAT AND BOWL, COMBUSTION MOTOR	559.48
163	MILLER ENGINEERS INC	PLANNING ENGINEERING & REG	CALLAWAY DR LOMR STUDY DESIGN FEE AS OF 11/21/13	12,687.21
164	NM RURAL WATER ASSOC	WATER	ANNUAL DUES TO THE NM RURAL WATER ASSOCIATION 7/1/13 - 6/30/14	1,124.00
165	PECOS VALLEY BROADCASTING	MUSEUM	RADIO ADS FOR BRACERO EXHIBIT	182.65
166	PLAINS WELDING SUPPLY, INC	FIRE	MEDICAL OXYGEN	44.90
167	POSTAL PROS, INC	VARIOUS	POSTAGE TO MAIL WATER BILLS/PAST DUE NOTICES FOR JANUARY 2014	7,247.01
168	QUEST DIAGNOSTICS	VARIOUS	PRE-EMPLOYMENT & POST ACCIDENT DRUG SCREENS	421.48
169	RECORDED BOOKS, LLC	LIBRARY	AUDIO BOOKS SUBSCRIPTION FOR PHYSICAL & DIGITAL	29.95
170	ROTO-ROOTER INC.	WATER	UNPLUG BATHROOMS AT 1502 W STEVENS	96.69
171	RUSH TRUCK CENTERS	SOLID WASTE DISPOSAL	SWITCH - TEMP, FUEL SOLENOID, DISC ACTUATOR, WINDOW REGULATOR, CRANK HANDLE	758.82
172	ALLEN SANCHEZ	PUBLIC SAFETY	ATTEND FEDERAL DEBRIEFING W/FBI IN LAS CRUCES ON 1/23/14	12.00
173	STAPLES	VARIOUS	JANITORIAL SUPPLIES, BATTERIES, BUSINESS CARD FILE	233.86
174	MAX SAFETY	PUBLIC SAFETY	FIRE EXTINGUISHER INSPECTIONS, REPLACE DAMAGED EXTINGUISHERS	1,955.08
175	DAVE MORGAN	MUSEUM	REVIEW/ASSESS EXHIBIT - RUIDOSO 2/7/14	135.60
176	SOUTHEAST READY MIX, INC.	PARKS	CONCRETE	146.38
177	SOUTHWEST LP GAS CO	SEWER	PROPANE	8,131.70
178	SPARKS OFFICE SUPPLY, INC	VARIOUS	WASTE TONER BOX, COPIER USAGE FEES FOR JANUARY, 2014	1,391.81
179	SPORT CENTER	PUBLIC SAFETY	ACADEMY UNIFORM SHORTS AND SHIRTS	360.00
180	THE SUPPLY STORE, INC.	DOUBLE EAGLE	PVC ADAPTER & THREADED PLUG	13.32
181	TAXATION & REVENUE DEPT.	WATER	WATER CONSERVATION FEE - JANUARY, 2014	3,795.99
182	TEXAS STREET LUMBER	VARIOUS	WOOD STAKES, PLEXIGLASS, PIPE WRAP, BRICK HAMMER, PORTLAND CEMENT	265.03

CITY OF CARLSBAD  
GENERAL OPERATING-CASH  
AS OF 03/10/14

NUMBER	NAME	FUND OR DEPT	ITEM OR SERVICE DESCRIPTION	AMOUNT
183	THERMAL SCIENTIFIC, INC	LAB ENVIRONMENTAL SERVICES	BENCHTOP CONDUCTIVITY METER AND DISPOSABLE BOD BOTTLES	1,477.50
184	SEW WHAT] THOMPSON ENTERP	FIRE	UNIFORM ALTERATIONS AND SEW ON PATCHES	160.62
185	WASTE SYSTEMS	SOLID WASTE DISPOSAL	SEAL KIT AIR SHIFT, MAJOR KIT CONTROLLER SINGLE	166.80
186	XCEL ENERGY SERVICES, INC	VARIOUS	ELECTRIC SERVICE FOR JANUARY 2014	80,110.85
187	GENERAL OPERATING FUND	WATER	COMPENSATING TAX DUE FOR THE MONTH OF FEBRUARY, 2014	117.88
188	EDILBERTO MORENO	WATER	NMWWA ANNUAL SCHOOL FOR RECERTIFICATION LAS CRUCES 1/26-30/14	524.57
189	DALE JANWAY	EXECUTIVE & LEGISLATIVE	TRAVEL TO SANTA FE 1/26-28/14 FOR BAT BRIGADE LEGISLATIVE 2014	452.01
190	PAUL C. AGUILAR-TRAVEL	EXECUTIVE & LEGISLATIVE	TRAVEL TO SANTA FE ON 01/26-28/14 FOR BAT BRIGADE LEGISLATIVE 2014	252.78
191	BRADLEY CARLSEN	FIRE	TRAINING TO OBTAIN LIFEGUARD INSTRUCTOR CERTIFICATION 2/8-9/14	202.00
192	AN EXHIBITION GROUP INC	LODGERS TAX	DEPOSIT FOR "BATS" EXHIBIT SUMMER 2014	10,000.00
193	SOCKGUY	LODGERS TAX	COOLMAX SOCKS FOR BIKE RACE	1,516.50
194	ANTHONY HERNANDEZ	WATER	NMWWA ANNUAL SCHOOL - LAS CRUCES 1/26-30/14	522.53
195	SANDRA NUNLEY	EXECUTIVE & LEGISLATIVE	TRAVEL TO SANTA FE 1/26-28/14 FOR BAT BRIGADE LEGISLATIVE 2014	247.06
196	ROBERT COLLINS	FIRE	PARAMEDIC SCHOOL IN ROSWELL 2/13-14/14	115.00
197	BRIAN BURKE	PUBLIC SAFETY	ATTEND FEDERAL DEBRIEFING W/FBI IN LAS CRUCES ON 1/23/14	12.00
198	CODY MCGONAGILL	FIRE	TRAINING TO OBTAIN LIFEGUARD INSTRUCTOR CERTIFICATION 2/8-9/14	202.00
199	STEVE MCCUTCHEON	EXECUTIVE & LEGISLATIVE	TRAVEL TO SANTA FE ON 1/26-28/14 FOR BAT BRIGADE LEGISLATIVE 2014	232.78
200	RAYMON RODRIGUEZ	FIRE	PARAMEDIC SCHOOL IN ROSWELL 2/13-14/14	115.00
201	ISAAC FLOREZ	PUBLIC SAFETY	NACAL100 LEVEL1 CLASS IN ALBUQ 2/2-7/14 ADVANCE	437.00
202	LATRISHA CALDERON	PUBLIC SAFETY	EMERGENCY MEDICAL DISPATCH TRAINING IN PORTALES 2/9-14/14	182.00
203	REBECCA KUNKEL	PUBLIC SAFETY	EMERGENCY MEDICAL DISPATCH TRAINING IN PORTALES 2/9-14/14	182.00
204	ANNETTE SILVA	PUBLIC SAFETY	EMERGENCY MEDICAL DISPATCH TRAINING IN PORTALES 2/9-12/14	182.00
205	AMERICAN LIBRARY ASSOC.	LIBRARY	LIBRARY PROMOTIONAL MATERIALS AND POSTERS	249.90
206	ACE LOCK & KEY LLC	SPORTS COMPLEX	LOCK REPAIR & MAINTENANCE FOR SPORTS COMPLEX BUILDINGS	196.28
207	AMERIPRIDE, INC.	FIRE	RED RAG LAUNDRY SERVICE FOR PFA GARAGE	35.58
208	AMERICAN PLANNING ASSOC.	PLANNING ENGINEERING & REGADM.	FEE FOR GPM PROGRAM - PLANNING & ZONING BOARD MEMBERSHIP	350.00
209	AEROFLEX WICHITA	ELECTRICAL DEPT.	RADIO TEST SET, PRECISION DTF/VSWR KIT	20,925.86
210	AUTOZONE INC	DOUBLE EAGLE	INSTALLATION KIT-PAD, REAR BRAKE PADS	53.58
211	BRININSTOOL EQUIPMENT	VARIOUS	3/8" CHAIN WITH HOOKS, SLEDGEHAMMER, PIPE WRENCH, RV ANTI FREEZE, BOOMER	861.16
212	CAIN ELECTRIC SUPPLY CORP	VARIOUS	THHN #4 BLACK WIRE, THHN #10 GREEN WIRE	813.94
213	CUSTOM LOCKSMITH	COMMUNITY DEVELOPMENT	KEY FOR FEDERAL BUILDING	14.00
214	CLARK TRUCK EQUIPMENT	SOLID WASTE DISPOSAL	CONTROL KNOB, BUSHING	97.56
215	CARLSBAD AUTO SUPPLY	VARIOUS	HEAD LAMP - HALOGEN LOW BEAM, WIPER BLADES, TAIL LAMP, 7 PIN TRAILER CONNECT	105.25



NUMBER	NAME	FUND OR DEPT	ITEM OR SERVICE DESCRIPTION	AMOUNT
216	CED	ELECTRICAL DEPT.	ALUMINUM FLEX CONDUIT	37.10
217	CARQUEST AUTO PARTS	VARIOUS	HOSE UPPER RADIATOR, BRAKE PADS, FUEL CAP, VEHICLE BACK-UP ALARM, FILTERS	447.72
218	CENTRAL VALLEY ELECTRIC	DOUBLE EAGLE	ELECTRICAL SERVICE LOCO HILLS FEB 2014	105.90
219	CENTER POINT LARGE PRINT	LIBRARY	LARGE PRINT BOOKS	258.24
220	COATS PUMP & SUPPLY INC	WATER	WELL #5 REPAIR PARTS AND SERVICE	39,594.22
221	CONNELLS OFFICE SUPPLY	VARIOUS	BINDERS, FAX TONER, DRY ERASE MARKERS, HP INK CARTRIDGES, THERMAL PAPER	542.10
222	COMPUTER AVENUE	VARIOUS	ETHERNET TESTER, USB EXTENSION CABLES, IPAD PORTFOLIO, 24" COMPUTER MONITOR	481.00
223	CONSTRUCTOR'S INC.	VARIOUS	BASE COURSE	673.74
224	COURTESY PAWN	PUBLIC SAFETY	.22 ROUND 10 BOX OF 50 PER CASE	139.00
225	DEMCO, INC.	LIBRARY	LABELS, CD CASES, LABEL PROTECTORS, BOOK JACKET TAPE	419.79
226	DURHAM & ASSOC., INC	CEMETERY	SUNSET GARDENS MAUSOLEUM RENOVATIONS DESIGN SVCS - 75% COMPLETE - 2/4/14	12,892.50
227	E-Z RENTALS & SALES, INC.	VARIOUS	LEATHER CHAPZ, SCISSOR LIFT RENTAL	348.90
228	HD SUPPLY WATERWORKS, LTD	VARIOUS	HYMAX COUPLINGS	3,557.75
229	ELECTRIC SUPPLY CO., INC.	VARIOUS	TORK MECH TIME CLOCK, CADDY 512 BOX HANGER, BUSHINGS, WASHERS, THHN #6 WIRE	875.03
230	RICH FORD	VARIOUS	3/4 TON PICKUP TRUCKS (4) AND (1) SUV	116,553.00
231	FORREST TIRE CO., INC.	PUBLIC SAFETY	ROTORS TURNED	64.46
232	GOOD EARTH PRODUCTS, INC	RIVERWALK RECREATION	ORANGE SUPREME CLEANER	463.05
233	GALLS	FIRE	CADET BLUE SHORT SLEEVE LAWPRO SHIRTS	326.36
234	GRAINGER	FIRE	AA BATTERIES	64.20
235	HERNANDEZ WELDING	SPORTS COMPLEX	FABRICATE & WELD ALUMINUM STRAP ON WHEELCHAIR RAMP	209.50
236	HALL MACHINE	WATER	SQUARE TUBING, HOLLOW PIPE, SOLID PIPE, FLAT BAR	217.55
237	HI LINE CO	VARIOUS	STORAGE BINS, FASTENERS, BULBS, FITTINGS	547.50
238	INDUSTRIAL ELEC. MOTORS	SAN JOSE SR. REC CTR	3HP ELECTRIC MOTOR, BORE SHEAVES	441.19
239	INGRAM LIBRARY SERVICES	LIBRARY	CHILDREN'S AUDIO BOOKS	952.33
240	CARLSBAD FORD	VARIOUS	OIL CHANGE, FILTERS, FUEL CAP, UNIVERSAL JOINT KIT	703.42
241	J & J PIPE & SUPPLY	WATER AND SEWER	IRRIGATION BOX, PVC BALL VALVES	383.55
242	LOWE'S	VARIOUS	EDSAL 21 1/2 UTILITY CART, WORM DRIVE SKILL SAW, QUIKRETE, GREEN METAL T POSTS	1,889.44
243	JAMES COOKE & HOBSON INC	SEWER	RELAY, SQ. BASE PLUG IN 24V W/ LEDS	104.89
244	JO ANN'S TROPHIES	EXECUTIVE & LEGISLATIVE	PLATE CHANGE FOR CARD HOLDER, NAME PLATE FOR DOOR	11.75
245	JOHNSTONE SUPPLY	RIVERWALK RECREATION	THERMOSTATS	306.02
246	KCCC RADIO INC.	TRANSIT SERVICE	TRANSIT ROUTE ADVERTISING FOR JAN 2014	214.88
247	LN CURTIS & SONS	FIRE PROTECTION	LETTERS FOR IDENTIFICATION, TURN-OUT COATS AND PANTS	7,380.00
248	LEAF FUNDING CORPORATION	COMPUTER LEASE EQUIPMENT	LEASE FOR T1120 PLOTTER SCANNER FEB 2014 AND MARCH 2014	1,663.20
249	LEA COUNTY ELEC COOP. INC	DOUBLE EAGLE	ELECTRICAL SERVICE - FEBRUARY 2014 DOUBLE EAGLE WELLFIELD	7,755.93
250	LIFE ASSIST INC	FIRE	EMS SUPPLIES AND EQUIPMENT	4,866.23
251	M & B MUFFLER SHOP	FIRE	EXHAUST PIPE	28.89
252	MCCOYS LUMBER	VARIOUS	ENTRY KNOB, EXTERIOR PAINT, PLUMBING PARTS FOR SINK	124.44
253	THE MINE SUPPLY CO. INC.	DOUBLE EAGLE	GR5 BOLTS, HH NUTS	123.56
254	MODERN COMPANY	PARKS	DL 2800 PROGRAMABLE ALARM LOCK FOR BEACH AREA RESTROOMS	4,494.00

NUMBER	NAME	FUND OR DEPT	ITEM OR SERVICE DESCRIPTION	AMOUNT
255	MORRISON SUPPLY	VARIOUS	CLOSET FLUSH VALVE, ELONGATED TOILET SEAT	239.30
256	MASIMO AMERICAS INC	FIRE	CARDIAC MONITOR CABLES	339.00
257	NEVES UNIFORMS, INC.	VARIOUS	UNIFORM SHIRTS AND PANTS	1,803.35
258	MUNICIPAL EMERGENCY SRVC	FIRE PROTECTION	SCBA EQUIPMENT	16,040.00
259	PINNACLE PEAK HOLDING COR	FIRE	IN LINE NOISE FILTER	134.19
260	NM RURAL WATER ASSOC	WATER	REGISTRATION - RON MCCORMICK NWRWA 36TH ANNUAL CONFERENCE 3/31-4/2/2014 ABQ	225.00
261	NMWWA - SE SECTION	VARIOUS	SE SECTION MEETING & TRAINING 2/05/14 LOVINGTON,NM - H NAVA	126.00
262	NICHOLS PRINTING, INC.	VARIOUS	WASTE MANIFEST BOOKS, BUSINESS CARDS, PENDAFLEX POCKET FOLDERS	774.80
263	NORTHERN SAFETY CO.,INC.	RIVERWALK RECREATION	FIRST AID SUPPLIES	188.84
264	OFFICE DEPOT, INC	VARIOUS	WALL CALENDARS, CHAIR, PENS, COPY PAPER, DATE STAMP, HP CARTRIDGES, BATTERIES	1,915.51
265	ONE FIFTYS LLC	TRANSIT SERVICE	OIL CHANGES - 2/7, 2/12, 2/13, 2/18/14	210.00
266	COOPERATIVE EDUCATIONAL	SPORTS COMPLEX	CONCRETE PADS IN DESIGNATED AREAS OF THE LITTLE LEAGUE FIELDS	1,048.10
267	PECOS VALLEY OF NM, INC	FIRE	PRE-EMPLOYMNET PHYSICALS	335.92
268	PETERSON'S WATER	VARIOUS	WATER TREATMENT FOR PD, CITY HALL & LIBRARY AND AT CAVE KARST	533.57
269	PLAINS WELDING SUPPLY,INC	FIRE	CO2 REFILLS, HYDROSTATIC TESTING, CYLINDER VALVE, MEDICAL OXYGEN	265.75
270	POLYDYNE INC	SEWER	POLYMER CE-216 55 GAL DRUMS (4)	2,245.54
271	THE FLAG MAKERS	PARKS	3' X 5' VETERANS MEMORIAL PARK FLAG	143.00
272	PROFESSIONAL AMBULANCE	FIRE	CONNECTORS	183.08
273	QA BALANCE SERVICES, INC.	LAB ENVIRONMENTAL SERVICES	EQUIPMENT CALIBRATIONS - NMED/EPA COMPLIANCE	748.00
274	RECORDED BOOKS, LLC	LIBRARY	AUDIO BOOKS SUBSCRIPTION FOR PHYSICAL & DIGITAL	359.00
275	RIO GRANDE PUMP & SUPPLY	VARIOUS	GATE VALVES, FOSTER ADAPTER KITS, MSP PLASTIC BOXES, MEG-A-LUG KITS, LID LOCKS	4,639.39
276	RAINBOW PRINTING	LIBRARY	LIBRARY PATRON CARDS - ADULT CARDS	500.00
277	AMAZON.COM LLC	LIBRARY	MICROPHONE, HD CABLE, CAD VI USB	38.64
278	RUSH TRUCK CENTERS	SOLID WASTE DISPOSAL	BLOWER MOTOR	113.08
279	SEARS	AIRPORT	WEED TRIMMER REPLACEMENT PARTS	136.50
280	SHERWIN-WILLIAMS	VARIOUS	PAINT	490.98
281	STAPLES	RIVERWALK RECREATION	COLOR INK PAPER IDEX CARDS, JANITORIAL SUPPLIES	552.74
282	SMITH ENGINEERING INC.	VARIOUS	CIVIL ENG. SERV. FOR VARIOUS PRODUCTS DECEMBER, 2013 AND JANUARY, 2014	20,610.79
283	BRADY INDUSTRIES OF NM	VARIOUS	JANITORIAL SUPPLIES	492.07
284	SOUTHEAST READY MIX, INC.	VARIOUS	CONCRETE FOR ARCADIA BASKETBALL COURTS	6,115.63
285	SOUTHWEST LP GAS CO	VARIOUS	PROPANE	143.91
286	TATE BRANCH AUTO PLEX	WATER	JEEP IGNITION KEY & KEYLESS ENTRY FOB	378.47
287	TEXAS STREET LUMBER	PARKS	BAG MORTAR MIX	49.52
288	DOLLAR TREE	EXECUTIVE & LEGISLATIVE	PLASTIC STORAGE BOXES FOR ELECTION SUPPLIES FOR NEW VCC	11.00
289	ULINE INC.	FIRE	RED REPAIR TAGS	101.17
290	TRIAD LUBRICATION LLC	SOLID WASTE DISPOSAL	KLEENOIL HEAVY DUTY FILTERS	709.00
291	WAGNER EQUIPMENT CORP.	VARIOUS	BACKHOE CAT 420F W/MULTIPURPOSE BUCKET, BACKHOE PINS, TEETH, FILTERS, VALVES	85,938.55
292	WASTE SYSTEMS	SOLID WASTE DISPOSAL	HOSE CLAMP, PINS, BUSHINGS, UPPER LINK STRUCTURE, STROBE LIGHT	487.71

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NUMBER	NAME	FUND OR DEPT	ITEM OR SERVICE DESCRIPTION	AMOUNT
293	WATER INVENTORY	VARIOUS	FC CLAMPS, SKINNER CLAMPS, METERS, COUPLINGS, HYDRANTS, GATE VALVES	5,077.96
294	THE WATER WORKS INC	VARIOUS	COOLER RENTAL/DRINKING WATER/EXCHANGE BOTTLES FOR FEBRUARY 2014	403.50
295	JOSEPH ERWIN GANT III	JUDICIAL	CITY VS BELINDA M RUBIO 2013-73541-SH 02/05/2014	107.44
296	STEVE HENDLEY	GOLF	GRANT WRITING SEMINAR 2/18-20/14 IN ESPANOLA	190.00
297	MOLZEN-CORBIN & ASSOC, INC	DOUBLE EAGLE	DOUBLE EAGLE WATERLINE ENGINEERING THRU 1/31/14	15,772.56
298	ROBBIE HARRIS	FIRE	PATIENT TRANSFER TO ALBUQUERQUE, NM ON 01/3-4/14	20.00
299	QUALITY JANITORIAL	RIVERWALK RECREATION	14' POWERFLY INDUSTRIAL VACUUM	430.00
300	BEST BUY BUSINESS	MUSEUM	APPLE IPOD NANO-DIGITAL PLAYER 16GB AND APPLE IPAD MINI 16GB	468.46
301	THE BERRY COMPANY LLC	FINANCIAL ADMINISTRATION	ANNUAL ADVERTISING OF CITY OF CARLSBAD YELLOW PAGES FEBRUARY 2014	331.88
302	DELTA AIRPORT CONSULTANTS	AIRPORT-MAINTENANCE	REHABILITATE TAXIWAY D DESIGN SERVICES	4,353.53
303	CKT INCORPORATED	VARIOUS	PREFAB RESTROOMS	91,781.58
304	KEN-MAR FURNITURE AND	FIRE	BOOK CASE	450.00
305	WATER CONTROL CORPORATION	SEWER	INTER-WIPER 90 DEGREE ELBOW FITTINGS ACT 1 CLEANING GEL	302.59
306	BRYANSMUSIC.COM	FIRE	CHAMPION MP16W MEGA-PHONE	149.80
307	MEDLEY MATERIAL HANDLING	SOLID WASTE DISPOSAL	SEAL KIT SWIVEL, HYDRAULIC HOSES AND FITTINGS	533.73
308	L/CPL ANDRES GARCIA DET.	EXECUTIVE & LEGISLATIVE	2014 CONVENTION PROGRAM FOR 30TH ANNUAL STATE CONV. FOR NM MARINE CORPS LEAGUE	120.00
309	PROFESSIONAL COMMUNICATIONS	FIRE	REPAIR VHF ANTENNA	1,602.19
310	JOHNNIE BRADFORD	GENERAL FUND	DEPOSIT REFUND FOR POWER HOUSE ROOM USED ON 02/23/2014	50.00
311	STEPHANIE BURRIS	GENERAL FUND	DEPOSIT REFUND FOR POWER HOUSE ROOM USED ON 02/15/14	50.00
312	AMBER CROW	GENERAL FUND	DEPOSIT REFUND FOR TOTTENHOFF ROOM USED ON 02/09/14	50.00
313	TANISHIA DENNISON	GENERAL FUND	DEPOSIT REFUND FOR TOTTENHOFF ROOM USED ON 02/22/14	50.00
314	MELINDA ESTRADA	GENERAL FUND	DEPOSIT REFUND FOR TOTTENHOFF ROOM USED ON 02/16/14	50.00
315	BETH GIBSON	GENERAL FUND	DEPOSIT REFUND FOR POWER HOUSE ROOM USED ON 02/16/14	50.00
316	VANESSA HERNANDEZ	GENERAL FUND	DEPOSIT REFUND FOR POWER HOUSE ROOM USED ON 02/22/14	50.00
317	NIKA PARRAZ	GENERAL FUND	DEPOSIT REFUND FOR POWER HOUSE ROOM USED 02/22/14	50.00
318	CHRISTY VALLEJOS	GENERAL FUND	DEPOSIT REFUND FOR POWER HOUSE ROOM USED ON 02/15/14	50.00
319	CHRISTA WOLVEN	GENERAL FUND	DEPOSIT REFUND FOR POWER HOUSE ROOM USED ON 02/14/14	50.00
320	RIKKA YTURRALDE	GENERAL FUND	DEPOSIT REFUND FOR POWER HOUSE ROOM USED ON 02/16/14	50.00
321	MARISSA DORADO	GENERAL FUND	DEPOSIT REFUND FOR POWER HOUSE ROOM USED ON 02/08/14	50.00
322	JASON SHIRLEY	EXECUTIVE & LEGISLATIVE	TRAVEL TO SANTA FE, NM ON 1/26-28/14 FOR BAT BRIGADE LEGISLATIVE 2014	532.27

NUMBER	NAME	FUND OR DEPT	ITEM OR SERVICE DESCRIPTION	AMOUNT
323	SASHA JORDAN	GENERAL FUND	DEPOSIT REFUND FOR POWER HOUSE ROOM USED ON 02/08/14	50.00
324	JOHN LOWE	SPORTS COMPLEX	TRAVEL TO ROSWELL ON 02/22/14 TO ATTEND LITTLE LEAGUE MTG - ADVOCATE FOR TOURNY	20.00
325	ROBERT COLLINS	FIRE	PARAMEDIC SCHOOL IN ROSWELL 2/19-21/14	105.00
326	SANDRA FLORES	GENERAL FUND	DEPOSIT REFUND FOR POWER HOUSE ROOM USED ON 02/09/2014	50.00
327	RAYMON RODRIGUEZ	FIRE	PARAMEDIC SCHOOL IN ROSWELL 2/19-21/14	105.00
328	OTIS WATER USERS CO-OP	CEMETERY	WATER SERVICE FOR SUNSET GARDEN FEB 2014	34.42
329	AMERICAN LIBRARY ASSOC.	LIBRARY	2014 ANNUAL CONFERENCE REGISTRATION FOR C ARNOLD 6/26-7/1/14 LAS VEGAS, NV	395.00
330	ADVANCED PEST MANAGEMENT	VARIOUS	PEST CONTROL SERVICES FOR FEBRUARY 2014	768.18
331	AGC SIGN CENTRE	WATER	12" CITY LOGO MAGNETS	116.63
332	ALBERTSONS	EXECUTIVE & LEGISLATIVE	DRINKS FOR MAYORS OFFICE	56.35
333	AMERIPRIDE, INC.	FIRE	RED RAG LAUNDRY SERVICE FOR PFA GARAGE AND RUGS AT CITY HALL	177.90
334	ARTESIA FIRE EQUIPMT, INC	FIRE	"FD" COLLAR INSIGNIA FOR UNIFORMS	450.00
335	AUDIO EDITIONS CORP.	LIBRARY	AUDIO BOOKS	45.58
336	BENCHMARK SUPPLY CO., INC.	WATER	C-900 MEG-A-LUG KITS, TEES, CAPS, PLUGS	1,186.00
337	BLAINE INDUSTRIAL SUPPLY	VARIOUS	JANITORIAL SUPPLIES	71.81
338	BRININSTOOL EQUIPMENT	VARIOUS	BOX OF RAGS, SAFETY SUPPLIES	266.82
339	BOX CRANE & RIGGING, INC	WATER	150 TON CRANE RENTAL FOR TWO WEEKS TO INSTALL WELL #5	33,755.40
340	BEAR PAW EMBROIDERY CORP.	PUBLIC SAFETY	UNIFORM EMBROIDERY	144.00
341	CAIN ELECTRIC SUPPLY CORP	VARIOUS	1/2" GALVANIZED COUPLING, EMT CONDUIT	181.30
342	AT&T MOBILITY LLC	VARIOUS	WIRELESS INTERNET SERVICE - 1/16 - 2/15	408.08
343	BIG 5 SPORTING GOODS	RIVERWALK RECREATION	PING PONG BALLS, STATIC HELMET, YOGA MATS, POOL STICKS, CHALK AND TIPS	308.23
344	CARLSBAD AUTO SUPPLY	VARIOUS	BATTERIES	217.99
345	CARQUEST AUTO PARTS	VARIOUS	SPARK PLUGS, FILTERS, WINDSHIELD WASH, ROTOR, DISTRIBUTOR CAP, UPHOLSTERY CLEAN	135.95
346	CHIEF SUPPLY, INC.	PUBLIC SAFETY	716PC BADGE HOLDER - RECESSED	14.99
347	CONNELLS OFFICE SUPPLY	VARIOUS	PENS, MESH TRAYS, DRY ERASE MARKERS, FILE BOXES W/LIDS, NAME BADGE HOLDERS	158.50
348	CONSTRUCTOR'S INC.	VARIOUS	ELGIN ROAD CONSTRUCTION FINAL - 2/28/14, SAN JOSE PHASE II THRU 1/31/14	368,756.40
349	DANA KEPNER CO.	VARIOUS	TRANSITION GASKETS, SERVICE SADDLES, PIPE MEASURE TAPE, METER BOX PUMP	1,562.60
350	E-Z RENTALS & SALES, INC.	VARIOUS	HT 101-Z BAR OIL - CHAIN SAW	465.42
351	HD SUPPLY WATERWORKS, LTD	VARIOUS	2" MUNICIPEX PIPE BLUE REHAU	6,773.97
352	ELECTRIC SUPPLY CO., INC.	VARIOUS	SEALING LOCKNUTS, EMERGENCY LIGHTS, EXIT SIGNS, THHN GREEN WIRE, EMT CONDUIT	765.87
353	FORREST TIRE CO., INC.	PUBLIC SAFETY	FLAT REPAIR - MOUNT AND DISMOUNT	32.23
354	THE GARDEN MART, INC.	VARIOUS	MEDIAN LANDSCAPE UPKEEP AND CEMETERY MAINT AT SUNSET & CBAD FOR JAN & FEB2014	56,832.66
355	JESSIE GATES	EXECUTIVE & LEGISLATIVE	ELECTION WORKER 03/04/14	150.00
356	GALLS	PUBLIC SAFETY	UNIFORM SHIRTS & PANTS - TRAINING UNIFORMS, BDU PANTS PD PERSONNEL	4,494.00
357	GRAINGER	FIRE	SUNBEAM TOASTERS (2)	82.72
358	ORLANDO GARZA	PARKS	MAINTENANCE SERVICES FOR 1ST ST. FIELDS AND WILL MERCHANT COMPLEX - FEB 2014	3,883.37
359	SARAH S. HADFIELD	EXECUTIVE & LEGISLATIVE	WORKED THE MUNICIPAL ELECTION ON 3/4/14	200.00
360	I B M CORPORATION	VARIOUS	AS 400 LEASE FOR MARCH, 2014	1,121.27
361	CARLSBAD FORD	PARKS	WHEEL HUB NUTS AND HUB ASSEMBLY	454.90

NUMBER	NAME	FUND OR DEPT	ITEM OR SERVICE DESCRIPTION	AMOUNT
362	DEERE CREDIT INC.	VARIOUS	LEASED GATORS, MOWERS, SPREAD, JD RAKE, TRACTORS FOR MARCH 2014	15,417.12
363	LOWE'S	VARIOUS	SHELF BRACKETS, VCT TILE & ADHESIVE, KITCHEN FAUCET, CAULK, SHOWER HEAD	1,243.00
364	A K SALES & CONSULTING	SPORTS COMPLEX	PICNIC TABLES	4,614.74
365	JOHNSTONE SUPPLY	FIRE	OPEN VENTILATED MOTOR	75.29
366	KAUFMAN'S WEST INC	PUBLIC SAFETY	CS SMOKE, TRI-CHAMBER, LIQUID BARRICADE, FOR SWAT TEAM	2,971.82
367	LAWSON PRODUCTS INC	ELECTRICAL DEPT.	NUTSETTERS, CABLE SHEAR, SOCKET WRENCH SET	454.10
368	LOVELL CO	RIVERWALK RECREATION	POOL TABLE BED AND RAIL CLOTH	315.00
369	MAIL SERVICE CENTER	PUBLIC SAFETY	MAIL PKG TO CHARLOTTE, NC TO CHIEF SUPPLY GROUND	31.22
370	MCCOYS LUMBER	VARIOUS	CHAIN LINK 12-1 GAUGE 50" ROLL, PAINT, BRUSHES, TILE GLUE, IND ENTRANCE DOOR	732.25
371	MCGEE CO	VARIOUS	1R REAMER, METAL SEALANT PUMP, SEALANT, VALVE STEMS	244.30
372	MODERN COMPANY	VARIOUS	ALARM MONITORING FOR MARCH 2014	214.88
373	MELLOY DODGE	PUBLIC SAFETY	2013 DODGE CHARGER POLICE VEHICLES (7)	168,245.00
374	NATIONAL REGISTRY OF EMTS	FIRE	NATIONAL REGISTRY - EMT PARAMEDIC LICENSE RENEWAL FEES	180.00
375	NM FLOODPLAIN MANAGERS	PLANNING ENGINEERING & REGNMFMA	SPRING 2014 WORKSHOP 4/15-18/14	275.00
376	NOAH'S ARK, INC.	PUBLIC SAFETY	CTY ENGR ERIC NAVARRETE CLOVIS, NM SPAY AND NEUTER PROGRAM, SHELTER MAINTENANCE & MANAGEMENT - JANUARY 2014	18,333.33
377	NICHOLS PRINTING, INC.	JUDICIAL	CITY LETTERHEAD	75.00
378	OCLC, INC	LIBRARY	ANNUAL ICL FEES FOR FY 2013/2014	450.27
379	OFFICE DEPOT, INC	VARIOUS	BROTHER TONER CARTRIDGE, GRAY DESK, COMPUTER DESK & CHAIR, GUEST CHAIRS	2,368.96
380	PAPER DIRECT	FIRE	RED CERTIFICATES W/RED JACKETS, MINI AWARDS & JACKETS, CREAM & GOLD CERT.	238.33
381	H & M GOPHER CONTROL	PARKS	BEARING RACE, BEARING HUB, SEAL - AXLE	35.40
382	COOPERATIVE EDUCATIONAL	DISASTER PREPAREDNESS	CALLAWAY DR LOW WATER CROSS/FLOOD REPAIR 3/03/14	167,171.13
383	NEW MEXICO GAS CO. INC.	VARIOUS	GAS USAGE FOR FEBRUARY 2014	16,221.06
384	PECOS VALLEY OF NM, INC	VARIOUS	PRE-EMPLOYMENT PHYSICALS AND ONE POLICE ACADEMY PHYSICAL	493.87
385	PITNEY BOWES LLC	FINANCIAL ADMINISTRATION	SEALING SOLUTION AND RED INK CARTRIDGES FOR POSTAGE METER	215.87
386	PLAINS WELDING SUPPLY, INC	RIVERWALK RECREATION	HELIUM TANK	63.00
387	PHYSIO CONTROL INC	EMERGENCY MEDICAL SERVICE	MULTITECH 3G GATEWAY ATT KORE DATA PLAN	849.15
388	PRINT ON	WATER	TRUCK DECALS UNIT NUMBER W14133	15.75
389	PROFESSIONAL GLASS	EXECUTIVE & LEGISLATIVE	CUSTOM ETCHED NAMEPLATE - K WALLER	80.16
390	RADIO SHACK	RIVERWALK RECREATION	PORTABLE STEREO MP3 FOR EXERCISE ROOM	149.00
391	RECORDED BOOKS, LLC	LIBRARY	AUDIO BOOKS SUBSCRIPTION FOR PHYSICAL & DIGITAL	34.99
392	RIO GRANDE PUMP & SUPPLY	DOUBLE EAGLE	FLANGE SPOOLS	717.97
393	VULCAN INC	STREET	STOP SIGN FACES, STREET MARKERS, RADIUS CORNERS, REFLECTIVE LETTERS, SPEED BLANK	2,409.46
394	ROADRUNNER SEWER & DRAIN	PARKS	UNCLOG SEWER LINE IN RESTROOM ACROSS FROM THE TENNIS COURTS	85.00
395	RUSH TRUCK CENTERS	SOLID WASTE DISPOSAL	WIPER CONTROL KNOB, CORD, BLOWER MOTOR REGISTER, HYDRAULIC PUMP GASKET	227.33
396	CARTER'S AIR CONDITIONING	MUSEUM	REFRIGERATED AIR UNIT W/GAS HEAT PACKAGE	4,549.63

NUMBER	NAME	FUND OR DEPT	ITEM OR SERVICE DESCRIPTION	AMOUNT
397	WESTERN PETRO/PILOT LOGIS	VARIOUS	DYED DIESEL FOR EQUIPMENT AT GOLF COURSE AND WWTP	1,316.76
398	SHARNET CORP.	FINANCIAL ADMINISTRATION	PROGRAMMING UPGRADES FOR 1/09-2/26/14	7,306.01
399	SHARP ELECTRONICS CORP	SPORTS COMPLEX	COPIER MAINT./USAGE SERVICE AGREEMENT DEC 11-31, 2013	41.49
400	SIERRA MACHINERY	DISASTER PREPAREDNESS	EXCAVATOR RENTAL FOR 2/12/14 - 3/11/14 TO REMOVE DEBRIS	7,565.00
401	STAPLES	VARIOUS	JANITORIAL SUPPLIES	640.70
402	BRADY INDUSTRIES OF NM	VARIOUS	JANITORIAL SUPPLIES	1,033.14
403	SOUTHEAST READY MIX, INC.	VARIOUS	CONCRETE	943.07
404	SOUTHWESTERN EQUIPMENT CO	SOLID WASTE DISPOSAL	GRABBER CYLINDER	812.25
405	SOUTHWEST PHARMACY	VARIOUS	HEPATITIS A & B VACCINE FOR EMPLOYEES	4,824.00
406	SPARKS OFFICE SUPPLY, INC	VARIOUS	WORKSTATION DESK 3/4 RIGHT PED, PEDESTAL DESK, COPIER USAGE FOR FEBRUARY 2014	3,965.11
407	STEEL DEPOT	PARKS	FLAT BAR, ANGLE IRON, C-CHANNEL IRON, WF BEAM IRON, SQ TUBE PAINTED	4,512.86
408	THE SM STOLLER CORP	DISASTER PREPAREDNESS	CONSTRUCTION OBSERVATION - CALLAWAY LOW WATER AND SAN JOSE REHAB PRJ 11/25-12/31	8,271.52
409	TORO NATIONAL SUPPORT	GOLF	TORO SITE PRO WARRANTY & TECH SUPPORT FOR FEBRUARY AND MARCH 2014	268.00
410	TREASURE CHEST BOOKS	MUSEUM	GIFT SHOP BOOKS	278.04
411	U.S. CAVALRY STORE	PUBLIC SAFETY	12 INCH SNAP LIGHT GREEN	103.00
412	UNICRAFT PRODUCTS	GARAGE	END CAP TOOL	200.00
413	US CALVARY STORE	PUBLIC SAFETY	ACADIA UNIFORM BOOTS	649.14
414	WAGNER EQUIPMENT CORP.	VARIOUS	NUTS, HOSE ASSEMBLY, BOLT, MANIFOLD, GASKET, SEAL ELBOW	293.43
415	WASTE SYSTEMS	SOLID WASTE DISPOSAL	SUCTION STRAINER	91.33
416	WATER DEPARTMENT	VARIOUS	WATER USAGE FOR FEBRUARY, 2014	20,230.62
417	WATSON TRUCK & SUPPLY	STREET	SEAT BELT ASSEMBLY	241.28
418	WATER INVENTORY	VARIOUS	IRRIGATION BOXES, FC CLAMPS, METERS, HYDRANTS, SKINNER CLAMPS, COUPLINGS	9,770.68
419	SHERRY HARPER-WOOLF	EXECUTIVE & LEGISLATIVE	FOR WORKING THE MUNICIPAL ELECTION ON 03/04/14	150.00
420	ANNA BEASON	EXECUTIVE & LEGISLATIVE	NMDOT REPORTING REQUIREMENTS - ROSWELL 2/27/14	68.70
421	JOHN A. HEATON, JR.	GOLF	GOLF PROFESSIONAL SERVICES FOR FEB 2014	6,000.00
422	CHARLES H. JURVA	PARKS	TENNIS PROFESSIONAL SERVICES FEB. 2014	1,000.00
423	MOLZEN-CORBIN & ASSOC, INC	VARIOUS	CALLAWAY DRIVE REPAIR DESIGN SERVICES THRU JANUARY 31, 2014	80,055.01
424	MOLLY NAVARRETTE	EXECUTIVE & LEGISLATIVE	FOR WORKING THE MUNICIPAL ELECTION ON 03/04/14	150.00
425	GOLDEN EQUIPMENT COMPANY	WATER	185 CFM AIR COMPRESSOR/ADD PARTS BOOK STANDARD COLAR/90LB HAMMER/3 POS HITCH	34,529.00
426	METAL SHOP LIVE	PERFORMING ARTS CENTER	WGPAC MANAGEMENT FOR FEBRUARY 2014	8,000.00
427	KULLY SUPPLY INC	AIRPORT	OASIS DRINKING FOUNTAIN WASTE GASKET	23.37
428	BAJA BROADBAND	VARIOUS	PHONE, FAX, & DATA SERVICE AT 3213 W LEA 2/19-3/18/2014	435.09
429	OKLAHOMA STATE UNIVERSITY	PLANNING ENGINEERING & REG	APPLIED SURVEY COMPUTATIONS TUITION & FEES FOR ERIC NAVARRETTE	1,228.60
430	SOUTHWEST CM, LLC	PARKS	RENOVATION OF THE TENNIS PROSHOP AND RAQUETBALL COURTS TO 2/28/14	63,603.00
431	KIMBERLY D. BUNCH	PLANNING ENGINEERING & REG	PROCESS SERVER - 2/11 & 2/12/14	85.96
432	JOSHUA HERBERT	FIRE	LIFEGUARD INSTRUCTOR CLASS IN ABQ 2/2/14 AND 2/9/14	870.00

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NUMBER	NAME	FUND OR DEPT	ITEM OR SERVICE DESCRIPTION	AMOUNT
433	CROWD CONTROL WAREHOUSE	MUSEUM	6' HEAVY DUTY VELOUR ROPE, ANTIQUE GOLD W/ SATIN CHROME ENDS	1,099.00
434	INOUTBOARD.COM	LIBRARY	INOUTBOARD.COM 25 USER LICENSE FEE 02/01/2014-08/31/2014	167.65
435	MEDLEY MATERIAL HANDLING	VARIOUS	MEGA FITTINGS, HYDRAULIC HOSES & CLAMPS	194.64
436	REALLY GOOD STUFF INC	RIVERWALK RECREATION	DR SEUSS WEEK SUPPLIES	75.69
437	DINA NAVARRETTE	EXECUTIVE & LEGISLATIVE	WORKING THE MUNICIPAL ELECTION ON 3/4/14	200.00
438	JANET BOOKER	EXECUTIVE & LEGISLATIVE	WORKING THE MUNICIPAL ELECTION ON 3/4/14	200.00
439	MARGARET BUNCH	EXECUTIVE & LEGISLATIVE	WORKING THE MUNICIPAL ELECTION ON 3/4/14	150.00
440	TARA THOMPSON	EXECUTIVE & LEGISLATIVE	WORKING THE MUNICIPAL ELECTION ON 3/4/14	150.00
441	CLEMENTE URQUIDEZ	EXECUTIVE & LEGISLATIVE	WORKING THE MUNICIPAL ELECTION ON 3/4/14	150.00
442	LISA KOSTEDT	EXECUTIVE & LEGISLATIVE	WORKING THE MUNICIPAL ELECTION ON 3/4/14	150.00
443	JAMES BENEFIELD	EXECUTIVE & LEGISLATIVE	WORKING THE MUNICIPAL ELECTION ON 3/4/14	150.00
444	CHRISTY THOMAS	EXECUTIVE & LEGISLATIVE	EARLY VOTING PRECINCT 2/12-21/14 AND MUNICIPAL ELECTION ON 03/04/14	790.00
445	IRENE RUNNELS	EXECUTIVE & LEGISLATIVE	EARLY VOTING PRECINCT 2/12-28/14 AND MUNICIPAL ELECTION ON 3/4/14	1,240.00
446	CAROLYN M. BRIGHT	EXECUTIVE & LEGISLATIVE	EARLY VOTING PRECINCT 2/12-28/14 AND MUNICIPAL ELECTION ON 03/04/14	1,190.00
447	JOSHUA RODRIGUEZ	PUBLIC SAFETY	TRANSPORT JUVENILE TO CURRY CO DETENTION CENTER ON 1/26-27/14 IN CLOVIS NM	12.00
448	ROBERT COLLINS	FIRE	PARAMEDIC SCHOOL - ROSWELL - 2/27-28/14	105.00
449	ADRIAN RIVERA	PUBLIC SAFETY	RECERTIFICATION FOR TASER INSTRUCTOR LAS CRUCES 2/5-6/13	105.00
450	GUY BAKER	SOLID WASTE DISPOSAL	PICK UP A REPAIRED ROLL-OFF TRUCK ALBUQ 2/25/14	12.00
451	ALBERT MOISA	SOLID WASTE DISPOSAL	PICK UP REPAIRED ROLL-OFF TRUCK ALBUQ 2/25/14	12.00
452	CODY MARRS	FIRE	TRAVEL TO ARTESIA, NM - 2/24-28/14 TO OBTAIN TRAIN THE TRAINER ON ROPE RESCUE	100.00
453	ELIZABETH FERRALES	PUBLIC SAFETY	TRAINING ON CHILD DEATH INVESTIGATIONS RIO RANCHO 2/10-14/14	360.00
454	BOBBE K. YOUNG	EXECUTIVE & LEGISLATIVE	WORKING MUNICIPAL ELECTION ON 03/04/14	150.00
				2,414,460.77

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1	OFFICE DEPOT, INC	BEAUTIFICATION	COPY PAPER	28.43
2	ENOCH MECHANICAL INC	CIEP	HVAC REPLACEMENT AT NOAH'S ARK ANIMAL SHELTER THRU 1/31/14	2,500.00
3	THE SM STOLLER CORP	OLD CARLSBAD LANDFILL CLOS	PROVIDE VEGETATION INSPECTION & METHANE MONITORING THRU 12/31/13	324.97
4	TEXAS STREET LUMBER	CIEP	EXPANSION JOINT	417.93
5	WINDSTREAM CORPORATION	BEAUTIFICATION	TELEPHONE SERVICE FOR JANUARY 2014	111.95
6	CD GENERAL CONTRACTORS	CIEP	RE-ROOFING OF RIVERWALK REC CENTER THRU 1/31/14	48,439.58
7	JIMMY DALE STOKEM	BEAUTIFICATION	YOUTH CLEAN UP	405.00
8	JOHN H HERNANDEZ	CIEP	SRTS COORDINATOR SERVICES 1/13/14-2/7/14	1,525.00
9	MILLER ENGINEERS INC	STREET IMPROVEMENT	SAN JOSE PHASE II ROAD IMPROVEMENTS 10/8/13	4,285.00
10	XCEL ENERGY SERVICES, INC	BEAUTIFICATION	ELECTRIC SERVICE FOR JANUARY 2014	238.73
11	ASSOCIATED CONTRACTORS OF	CIEP	TRAFFIC CONTROL LOG BOOKS	280.25
12	GWC CONSTRUCTION, INC.	CIEP	LOAD, TRANSPORT & DISPOSE OF ASBESTOS CONTAINING TRANSIT PIPE - ELGIN RD PRJT	10,206.56
13	KEEP AMERICA BEAUTIFUL	BEAUTIFICATION	COMMUNITY COLOR BOOKS	861.66
14	MODERN COMPANY	BEAUTIFICATION	MONTHLY WIRELESS MONITORING 6 MOS. JAN '14 - JUN '14	210.00
15	SMITH ENGINEERING INC.	VARIOUS	SAN JOSE BLVD PH II MATERIALS TESTING SRTS MATERIALS TESTING 1/1/14 - 1/31/14	5,396.91
16	SOUTHEAST READY MIX, INC.	CIEP	CONCRETE	1,803.22
17	THE SM STOLLER CORP	OLD CARLSBAD LANDFILL CLOS	PROVIDE VEGETATION INSPECTION & METHANE MONITORING 1/1-26/14	580.30
18	JENNIFER MCCARTY	BEAUTIFICATION	YOUTH CLEAN UP	500.00
19	SHELLY OWEN	BEAUTIFICATION	YOUTH CLEAN UP	500.00
20	CONNELLS OFFICE SUPPLY	BEAUTIFICATION	HP COLOR TONER CARTRIDGE	79.96
21	CONSTRUCTOR'S INC.	CIEP	ROAD REPAIRS ELGIN FROM OLD CAVERN TO EAST END THRU 2/28/14	69,005.17
22	KEEP AMERICA BEAUTIFUL	BEAUTIFICATION	TRICK OR TREAT BAGS	666.66
23	ARC MATE	BEAUTIFICATION	36" TRASH GRABBERS (223)	2,159.95
24	NEW MEXICO GAS CO. INC.	BEAUTIFICATION	GAS SERVICE FOR FEBRUARY 2014	146.38
25	ENOCH MECHANICAL INC	CIEP	HVAC REPLACEMENT AT THE NOAH'S ARK ANIMAL SHELTER THRU 2/28/14	60,713.66
26	SOUTHEAST READY MIX, INC.	CIEP	CONCRETE	808.34
27	THE SM STOLLER CORP	STREET IMPROVEMENT	CONST OBSERVATION/CANYON ST 11/25-1/26 SAN JOSE PHASE II 11/25-1/26/14	23,046.90
28	DEANNA TAYLOR	BEAUTIFICATION	KAB NATIONAL CONFERENCE 2/3-7/13 CHARLOTTE NC	783.02
29	WANDA WELCH	BEAUTIFICATION	KAB NATIONAL CONFERENCE CHARLOTTE NC 2/3-7/14	64.50
30	CD GENERAL CONTRACTORS	CIEP	RE-ROOFING OF RIVERWALK REC CENTER FINAL PAYMENT 2/28/14	38,853.42
				274,943.45



3/20/14 08:59 AM

CITY OF CARLSBAD  
FEDERAL PROJECTS-CASH  
AS OF 03/10/14

PAGE 1

NUMBER	NAME	FUND OR DEPT	ITEM OR SERVICE DESCRIPTION	AMOUNT
1	HDR ENGINEERING INC.	FEDERAL PROJECTS	PROFESSIONAL ENGINEERING SERV WASTEWATER EFFLUENT REUSE PROJECT DEC. 2013	34,141.03
2	PARKHILL, SMITH & COOPER	2010-12 WIPP ACCELERATION	OBSERVATION FOR DE REPLACEMENT WELLS NOV/DEC 2013	19,079.10
3	MOLZEN-CORBIN & ASSOC,INC	2010-12 WIPP ACCELERATION	DOUBLE EAGLE WATERLINE ENGINEERING THRU 11/30/13 AND 12/31/13	645,350.69
4	MILLER ENGINEERS INC	FEDERAL PROJECTS	SAN JOSE BLVD-DIAZ TO HARPER DESIGN THRU 8/16/13	9,131.38
5	RMCI INC.	2010-12 WIPP ACCELERATION	DOUBLE EAGLE WELLS REPLACEMENT PROJECT, PHASE II - 1/24/14	346,378.50
6	MOLZEN-CORBIN & ASSOC,INC	2010-12 WIPP ACCELERATION	DOUBLE EAGLE WATERLINE ENGINEERING AND SCADA IMPROVEMENTS THRU JAN 31, 2014	120,472.31
				1,174,553.01

## CITY OF CARLSBAD

# **AGENDA BRIEFING MEMORANDUM PURCHASING RECOMMENDATION**

Council Meeting Date: 3/25/14

<b>Department:</b> Electric	<b>BY:</b> Matt Fletcher, Purchasing Mgr.	<b>Date:</b> 3/19/14
--------------------------------	--	-------------------------

**SUBJECT:** Equipment  
**Description:**  
Spectrum Analyzer

<b>SYNOPSIS:</b>	Qty <u>1</u>	Total Est. Cost	<u>\$ 31,124.14</u>	Total Actual Cost	<u>                    </u>
	Budgeted Yes	Est. City Share	<u>\$ 31,124.14</u>	Actual City Share	<u>                    </u>
	Account # <u>01-062-80015</u>		<u>\$ 31,124.14</u>		
	Account # <u>                    </u>		<u>                    </u>		
	Account # <u>                    </u>		<u>                    </u>		
	Account # <u>                    </u>		<u>                    </u>		
		<b>TOTAL</b>	<u>\$ 31,124.14</u>		

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

The City of Carlsbad desires to solicit bids for a Spectrum Analyzer to be utilized by the Electric Department. The Spectrum Analyzer is used to analyze radio signals or frequencies to identify sources of interference and identify stronger and more reliable frequencies.

This equipment will be used to improve our radio signal performance throughout the City, affecting Police and Fire communications as well as communication of data via the City's computer network infrastructure.

The Spectrum Analyzer has been budgeted this current fiscal year and the City currently has a little over \$31,000 for this purchase.

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

Reviewed by City Administrator: /s/ Steve McCutcheon

3-20-2014

**POST BID/RFP RECOMMENDATION**

Council Meeting Date:

02/25/2014

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

**ADDITIONAL INFORMATION:**

If it please the Council, it is recommended to advertise an invitation to bid for One (1) Spectrum Analyzer.

Reviewed by City Administrator:

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



## **3252/2 Bid Spec Sheet**

### **Unit versions:**

#### **3252/2 Spectrum Analyzer (1 kHz ~ 13.2 GHz) incl. 8 GHz Tracking Gen**

- phase noise -115 dBc/Hz, DANL -145 dBm/Hz
- Remote control via LAN, GPIB, RS-232C
- 7" wide touch panel display
- Standard removable hard disk
- FREQUENCY SPAN Range: - 0 Hz, 10 Hz~3 GHz /8 GHz/13.2 GHz/26.5 GHz
- Resolution – 1 HZ
- FREQUENCY SWEEP - Zero Span - 1 us to 2000 sec, +/-0.5%
- SPECTRAL PURITY - SPECTRAL PURITY
  - 1 kHz offset -92 (-95 typical)
  - 10 kHz offset -112 (-118 typical)
  - 100 kHz offset -112 (-115 typical)
  - 1 MHz offset (-134 typical)
  - 10 MHz offset (-138 typical)
- DISPLAYED AVERAGE NOISE LEVEL (DANL) [dBm/Hz]
  - 20-30oC 0-55oC
  - 100 kHz to 10 MHz -135 -132
  - 10 MHz to 2 GHz -143, -145 typical -140, -142 typical
  - 2 GHz to 2.9 GHz -141, -145 typical -138, -142 typical
  - 2.9 GHz to 3 GHz -139, -141 typical -136, -140 typical
  - 3 GHz to 13.2 GHz -141, -145 typical -138, -142 typical
- AM/FM DEMODULATION
  - Input Power Range -60 dBm to +30 dBm, preamp OFF
  - 80 dBm to +30 dBm, preamp ON
- TRACES
  - Number - 3 traces
  - Trace Detectors - Normal, peak, sample, negative peak, log power average, RMS average, and voltage average
  - Trace Functions - Clear/write, max
- Dynamic Range - 85 dB
- 8 GHZ TRACKING GENERATOR- 325X/2
  - Output Level: 0 dBm to -20 dBm (in 0.5 dB steps)

# AEROFLEX

A passion for performance.



## Spectrum Analyzers



# Spectrum Analyzers



Introducing a comprehensive range of Spectrum Analyzers that deliver advanced performance and exceptional capabilities at affordable pricing.

*Designed for the professional the easy to operate, compact design and affordably priced Aeroflex range offers versatile solutions for performance focussed, cost concious users working in the development, production, installation and servicing of RF systems.*

# 2390 Series



## 2399C 1 kHz to 3 GHz

- Lightweight, portable and rugged construction at 9.4 kg (20.7 lbs.)
- Excellent TFT color display
- Comprehensive marker facility
- Wide input signal range +30 dBm to -110 dBm
- Optional tracking generator
- Semi-automated measurements
- USB 2.0 interface
- User friendly MMI reduces risk of operator error
- Auto-Tune facility
- GPIB as standard
- AM/FM demodulation
- Optional internal pre-amplifier

### **Advanced performance, exceptional price and available in a portable instrument.**

The 2399C is the latest model in a range of cost focussed entry level spectrum analyzers from Aeroflex. Employing a lightweight, portable rugged construction, a weight of only 9.4kg (20.7 lbs.) is achieved making the 2399C one of the lightest spectrum analyzers available on the market.

Available with a multitude of software and hardware options to ensure comprehensive measurement capability the 2399C offers exceptional value for money.

### **Semi-Automated Measurements**

The MMI on the 2399C has been designed to simplify many of the measurements required for the evaluation of today's sophisticated communications systems. These include Adjacent Channel Power, X dB Down, Occupied Bandwidth, Channel Power and Harmonic Distortion.

### **Signal Demodulation**

Demodulation of both AM and FM signals allows full testing on a wide range of communications systems. The demodulated signal can be viewed on the screen and is also available on the internal loudspeaker and on headphones via a connector on the front panel. The FM peak deviation and AM modulation depth can be measured using the markers provided in the 2399C.

### **Distance to Fault Software Option**

The 2399C spectrum analyzer is widely used by field installation and maintenance engineers for monitoring the spectral output from cell site transmitters. The new Distance to Fault (DTF) option allows measurement of VSWR of the RF feed cables and, in the event of failing test limits, will then perform a DTF (TDR) measurement to identify the faulty part of the feed system.

### **Extended range of operation**

The 2394A and 2395A models extend the operation range of the 2390 Series to provide 13.2 GHz and 26.5 GHz operation.



# 3250 Series



3251 1 KHz to 3 GHz

3252 1 KHz to 8 GHz

3253 1 KHz to 13.2 GHz

3254 1 KHz to 26.5 GHz

## 1 kHz to 26.5 GHz Spectrum Analyzers

- 1 kHz - 3 GHz/8 GHz/13.2 GHz/26.5 GHz frequency range
- Powerful RF performance, phase noise -115 dBc/Hz, DANL -145 dBm/Hz
- Standard 30 MHz I/Q demodulation bandwidth
- Measurement personality options including GSMEDGE, UMTS, CDMA2000/1xEVDO, WLAN and WiMAX<sup>1</sup>
- Remote control via LAN, GPIB, RS-232C
- S/W extension based on Windows® XP OS
- 7" wide touch panel display
- Standard removable hard disk
- Optional battery
- Optional 3 GHz tracking generator - all models
- Portability based on light and compact design

<sup>1</sup> Available Q2/2009





## Outstanding performance, exceptional price and innovative design

The NEW 3250 Series has been developed to provide market leading performance at a low cost. The innovative compact design 3250 spectrum analyzer employs the latest digital processing and RF technology, providing accomplished accuracy, stability and measurement speed.

To support the constantly evolving wireless communication market, the 3250 incorporates a standard 30 MHz bandwidth digitizer and basic digital modulation analysis S/W. The instrument has been optimized for various mobile and wireless communication measurements such as GSM/EDGE, UMTS, WiMAX and WiBro.

With its powerful RF performance and advanced applications the 3250 Series is ideally suited for RF development, design analysis and testing. All models have a Windows® XP operating system, remote control capabilities via LAN, GPIB and RS-232C as well as a 7" touch panel screen, ensuring ease of operation and exceptional connectivity.

Optional measurement personality libraries for leading wireless communication technologies provide the 3250 Series exceptional measurement and demodulation capability for development and manufacturing engineers to optimize designs, improve throughput or examine signals.

### Optional Tracking Generator

A tracking generator option is available for all three frequency models. The tracking generator has a specified frequency range of 9 kHz to 3 GHz and a level range from 0 dBm down to -70 dBm with 0.1 dB resolution. The tracking generator can be used to make high dynamic range measurements on components and devices, particularly filters. A normalize function is available to allow the markers to display relative flatness/frequency response.





# 3280A Series



3281A 3 Hz to 3 GHz

3282A 3 Hz to 13.2 GHz

3283A 3 Hz to 26.5 GHz

## 3 Hz to 26.5 GHz Spectrum Analyzers

- 3 Hz to 26.5 GHz frequency range
- High level accuracy  $\pm 0.15$  dB up to 3 GHz
- Digital IF offers resolution bandwidths from 5 MHz to 1 Hz
- Standard 30 MHz I/Q demodulation bandwidth
- Low DANL of  $< -150$  dBm/Hz
- + 18 dBm third order intermodulation performance
- Excellent LO phase noise  $< -115$  dBc/Hz, 1 GHz/10 kHz offset
- Digital demodulation option with 36 MHz analysis bandwidth
- Large TFT, 10.4" color display
- Marker readout via up to 9 selectable markers
- Windows® XP operating system
- Comprehensive data interfaces - CD ROM, USB, LAN
- Optional 3 GHz tracking generator - all models
- Measurement personality options including GSM/EDGE, UMTS, CDMA2000/1xEVDO, WLAN and WiMAX<sup>1</sup>





## Exceptional performance at an outstanding price

The 3280A Series has been designed to deliver the highest performance while retaining its outstanding price. Its RF and microwave performance incorporates the very latest digital signal processing technology enabling a superb level accuracy and a wide choice of resolution bandwidths.

Ideally suited to design and manufacturing of cellular and wireless communications, general purpose, aerospace and defence applications. The 3280A Series uses Windows® XP operating system and a large color TFT LCD screen, ensuring the 3280A is extremely easy to operate and has exceptional connectivity.

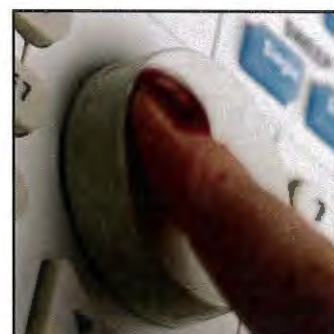
The introduction of optional measurement personality libraries has enabled the 3280A to offer exceptional measurement and demodulation capability, ensuring that all existing cellular technologies and emerging wireless communications are supported at the touch of a button.

### Signal Demodulation

In addition to the standard demodulation feature of AM and FM, the 3280A Series also supports digital modulation standards through the use of an internal option module with appropriate software suites. A streaming LVDS (digital IQ) output is available for the digital demodulator as an additional option.

### Optional Tracking Generator

A tracking generator option is available for all three frequency models. The tracking generator has a specified frequency range of 9 kHz to 3 GHz and a level range from 0 dBm down to -70 dBm with 0.1 dB resolution. The tracking generator can be used to make high dynamic range measurements on components and devices, particularly filters. A normalize function is available to allow the markers to display relative flatness/frequency response.



# Contact Us

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HONG KONG	Tel: [+852] 2832 7988 • Fax: [+852] 2834 5364
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UK Cambridge	Tel: [+44] (0) 1763 262277 • Fax: [+44] (0) 1763 285353
UK Stevenage	Tel: [+44] (0) 1438 742200 • Fax: [+44] (0) 1438 727601 Freephone: 0800 282388 (UK only)
USA	Tel: [+1] (316) 522 4981 • Fax: [+1] (316) 522 1360 Toll Free: 800 835 2352 (US only)



Our passion for performance is defined by three attributes represented by these three icons: solution-minded, performance-driven and customer-focused.

[www.aeroflex.com](http://www.aeroflex.com)  
[info-test@aeroflex.com](mailto:info-test@aeroflex.com)

Part No. 46891/586

Issue 1

03/09

## CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM  
PURCHASING RECOMMENDATION

Council Meeting Date: 3/25/14

Department: Parks	BY: Matt Fletcher, Purchasing Mgr.	Date: 3/19/14
<b>SUBJECT:</b> Services <b>Description:</b> Tennis Professional Services		
<b>SYNOPSIS:</b> Qty <u>1</u> Total Est. Cost <u>\$ 12,000.00</u> Total Actual Cost <u>\$ 12,000.00</u> Budgeted Yes Est. City Share <u>\$ 12,000.00</u> Actual City Share <u>\$ 12,000.00</u> Account # <u>01-070-60040</u> <u>\$ 12,000.00</u> Account # _____ Account # _____ Account # _____ <div style="text-align: right;">TOTAL <u>\$ 12,000.00</u></div>		

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

The City has solicited proposals for Tennis Professional services to manage the City Tennis Complex as well as the Rio Pecos Tennis Tennis shop.

The City received one proposal from Charles Jurva, our current Tennis Professional. My Jurva's proposal meets all the requirements of the RFP and have provided ample evidence of his qualifications as a Tennis Professional.

Mr. Jurva is not asking for any changes to his current contract or increase in compensation for his services. The City's compensation to Mr. Jurva would be \$12,000 annually for the duration of the contract, including participation in the City's health insurance plan.

Given Mr. Jurva's experience, qualifications and longevity as Tennis Professional for the City of Carlsbad, it is the recommendation of the City to award RFP 2014-13 to Charles H. Jurva and proceed immediately to the contract negotiation phase.

Requested action to be taken by Council:

Council Action Taken:

Date:

Other:

Select one

Reviewed by City Administrator:

<b>POST BID/RFP RECOMMENDATION</b>	<b>Council Meeting Date:</b>	3-25-14
<b>Requested action to be taken by Council:</b> Award RFP Number 2014-13 Award to Charles H. Jurva	<b>Council Action Taken:</b> Select one	<b>Date:</b>
<b>ADDITIONAL INFORMATION:</b> If it please the Council, it is recommended to award RFP # 2014-13 to Charles H. Jurva pending successful negotiation of a contract.		
Reviewed by City Administrator:		

ATTACHMENT(S): ☐ Specifications ☐ Bid/RFP Summary ☒ Other: Proposal for Services

**RFP No. 2014-13 TENNIS PROFESSIONAL SERVICES**

**SUBMITTED**

**MARCH 17, 2014**

**BY**

**CHARLES H. JURVA  
6301 PORTER ROAD  
CARLSBAD, NM 88220**

**575-236-6597 (H)**

**575-361-3728 (C)**

**575-887-1980 (W)**

# **PROPOSAL**

## **Section I. Qualifications and Experience**

**A. I have served the City of Carlsbad, NM for the last 40 years as a tennis instructor. For the first two years, I ran the Summer Recreation Tennis Program at P.R. Leyva Middle School, then with help from the local tennis community, persuaded the City to expand the Beach tennis facility and add a tennis pro shop, where I have been contracted to perform the duties of City Tennis Professional. During this period I have overseen the instruction of tennis to at least 5000 youngsters and 1000 adults. I also taught several hundred individuals the basics of racquetball.**

**I began playing tennis when I was 11 years old in a city recreation program in Anaheim, CA. I played in Junior High, Senior High, Junior College and at Division 1 Arizona State University. I was an all league high school player and junior college All-American at Fullerton Junior College in California. I also played while serving in the U.S. Army, winning division and regional titles. During my adult career, I have maintained a top 3 ranking in the USTA-Southwest age group singles, doubles and mixed doubles for the last 33 years. I won the inaugural Senior Olympic national 50 singles tennis title in 1997, while finishing 3<sup>rd</sup> in badminton, and in the top 8 in racquetball. In 2001 I made it to the semi-finals of the USTA National 55 Indoor singles championships in Boise, ID. I have achieved a national age group singles ranking of Number 22 and Number 3 in the national doubles rankings.**

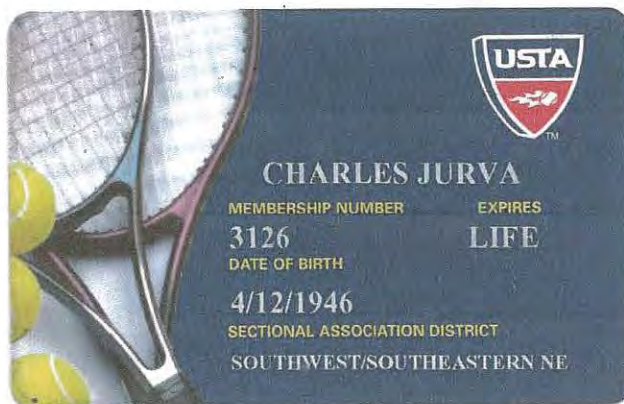
**During the last 40 years, I have served as Vice-president and president of the USTA-Southeastern New Mexico Tennis Association, as a member of the USTA-Southwest Board of Directors, as a certified USTA official for 15 years, and as chairman and member of various USTA-Southwest committees (ranking, adult competitive, by-laws, diversity, grants, nominating and awards).**

**I have been a sanctioned USTA Tournament Director and Referee for 35 years, participating in over 75 adult and junior competitions. I am qualified to use the USTA Tournament Data Management computer system. I was also a certified NTRP (National Tennis Ranking Program) sectional ranker. And I have been a sectional adviser to the national adult competitive committee.**



SECTION I

B



# **PROPOSAL**

## **Section II. Operations of the Tennis Pro Shop**

**A. As owner and operator of Rio Pecos Tennis Shop (700 Park Drive) (NM Tax & Revenue ID # 03-073779-00-6) for the last 38 years, I have and will continue to stock a full service tennis pro shop. This includes the sale of tennis and racquetball racquets, tennis balls and racquetballs, junior tennis equipment, grips, shirts, socks, shoes, bags, hats, drinks and food. I also string all types of racquets, having done approximately 9000 racquets to date. My shop inventory is over \$25,000.00 in total value presently.**

**I propose to continue the 6 week summer recreation tennis program, affiliated with the USTA sponsored National Junior Tennis and Learning criteria. The children's portion will be conducted in the mornings Monday through Friday, while an adult class will be offered in the evenings on Tuesday and Thursday. Cost is \$30.00 for the first player and \$20.00 for all other family members. I will also offer private tennis and racquetball lessons to individuals or small groups at a reasonable rate. During the school year, an after-school elementary program has been held free of charge to keep the youngsters in touch with the sport for a lifetime.**

**During the year, sanctioned adult and sanctioned junior tennis tournaments will be held. Other events include a United Way Mixed Doubles fund raiser, a regional NJTL Kids Rally, an Oldtimers versus Upstarts competition (kicking off the yearly high school tennis season), and various High School tournaments and dual matches.**

**The shop will be manned at least 25 hours per week during the period September through May, and 40 hours per week in June, July and August. Workers needed to fulfill contractual requirements will be employees of Rio Pecos Tennis Shop. Adequate liability and workman's compensation insurance will be maintained (see attached certificate).**

**B. I qualify for a New Mexico Resident Business Preference (see attached info) and a Veterans Preference (see attached DD 214)**

**I have attached a recent bank statement from Carlsbad National Bank, and copies of invoices from suppliers Dunlop Sports, Head/Penn Racquet Sports, Prince/Ektelon and Wilson Sporting Goods.**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Montgomery Agency, Inc. 101 S. Canyon Street P.O. Box 1568 Carlsbad NM 88220		<b>CONTACT</b> NAME: Patricia Macaluso PHONE (A/C No. Ext): (575)885-4131 FAX (A/C No.): (575)887-1069 E-MAIL ADDRESS: PatMacaluso@maincnn.com	
<b>INSURED</b> CHARLES JURVA 700 PARK DR CARLSBAD NM 88220		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: American States NAIC # 19704 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 2013-14 liab master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			01CH55345870	8/3/2013	8/3/2014	EACH OCCURRENCE \$ 500,00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,00
							PERSONAL & ADV INJURY \$ 500,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 1,000,00
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,00
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder is named as additional insured.

**CERTIFICATE HOLDER****CANCELLATION**

City of Carlsbad  
Jeanne Thompson  
P.O. Box 1569  
Carlsbad, NM 88220

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

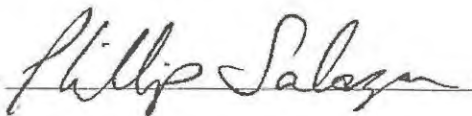
Kathy Hedin/PAT

**STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT  
REGISTRATION CERTIFICATE**

Date ID Issued <b>22-May-2006</b>	IDENTIFICATION NUMBER <b>03-073779-00-6</b>	Business Start Date <b>25-Mar-2005</b>
Business Location <b>700 PARK DR</b>		Business End Date
City and State <b>CARLSBAD, NM</b>		Zip Code <b>88220</b>
Taxpayer Name <b>CARLSBAD HIGH SCHOOL TENNIS BOOSTER</b>		Taxpayer Type <b>NONPROFIT</b>
Firm Name <b>CARLSBAD HIGH SCHOOL TENNIS BOOSTER</b>		Filing Frequency <b>SEASONAL</b>
Mailing Address <b>700 PARK DR</b>		
City and State <b>CARLSBAD, NM</b>		Zip Code <b>88220</b>

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Audit and Compliance Division Director

By 

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

**THIS CERTIFICATE IS NOT TRANSFERABLE**

NM 01-829070001

	<b>City of Carlsbad BUSINESS REGISTRATION</b>	<b>Nº 0099</b>
	<b>2014 ANNUAL</b>	<b>BUS. ID: 1428</b>
<b>Business Name:</b> Rio Pecos Tennis Shop		<b>FEE:</b> \$35 1/16/2014
<b>Contact:</b> Charles Jurva, Owner		<div style="border: 1px solid black; padding: 5px;"> <b>REMARKS</b>            Applicable Only to Listed Location.         </div>
<b>Location:</b> 700 Park Drive		
<b>Nature of Business:</b> Retail Sporting Goods		
		
This is to certify that this business conforms with the Provisions of Ordinance No. 857, City of Carlsbad, New Mexico, and may conduct business for the particular purpose prescribed above.		
SUBJECT TO ALL FEDERAL, STATE AND MUNICIPAL REGULATIONS. MUST BE DISPLAYED IN A PROMINENT LOCATION. RENEWABLE BY MARCH 16TH		

# **PROPOSAL**

## **Section III. Management of Court Play**

**A. Assignment of tennis courts will be limited to 90 minutes of play when all courts are full. Racquetball courts are limited to 60 minutes of play when others are waiting. Personnel manning the pro shop will monitor all play, ensuring that play limitations, court etiquette, court protection, abusive language prohibition and player safety are upheld.**

**B. As City Tennis Pro, I have organized, sanctioned, publicized, computerized, scheduled, refereed and finalized over 75 local tournaments. I have also assisted in the running of many other events outside of the Carlsbad area. I am adept at garnering sponsorships for the competitions, and maintaining decades-long relationships with local businesses. When called upon, I have organized tennis competitions for local entities as fundraisers or simply employee appreciation events. I have provided equipment and training for various schools, youth groups and churches in providing activities free of charge.**

**C. Summer recreation programs will be publicized by advertisements in the local newspaper, radio announcements, flyers to all of the schools and website submissions (i.e. WIPP, potash mines, churches). Social media will be employed for all events whenever possible. Tournament publicity is distributed to many newspapers and television stations within a 300 mile radius. Competition results are forwarded promptly to the Carlsbad Current-Argus and placed on the USTA-Southwest's website. Information on the City of Carlsbad website is updated and enhanced whenever possible to lure new players to our unsurpassed municipal tennis facility. Listings in many tennis related websites are regularly submitted and reviewed to ensure national exposure for potential visitors. Lastly, tennis matches are gladly arranged for out-of-towners against local players whenever asked.**

## **PROPOSAL**

### **Section IV. Financial Terms and Contractual Conditions**

**A. I am content to continue my duties as City Tennis Professional for the monthly sum of \$1000.00, which has been in place since May 2010. Attempts to raise this amount might result in minor opposition. This contract would run through April 30, 2018. All proceeds from the tennis pro shop would belong to me. The public would not be charged to use the tennis or racquetball courts, except for tournaments.**

**B. Additionally, I would ask that I be allowed to continue participating in the City's health care benefits plan, as I have done for the last 22 years. Presently my payment portion takes 45% of my monthly salary.**

**I would also ask that I be granted exclusive rights for all sales, services and concessions at the Lake Carlsbad Municipal Tennis Complex. This has been in effect since my first contract with the City of Carlsbad in 1976.**

**Lastly, since I have an inventory greater than \$25,000.00, in the future if I am not awarded this contract, I would like to have an additional three (3) months period to close the shop before I am forced to vacate the premises. In lieu of this perk, the new concessionaire would agree to purchase my inventory at 50 cents on the dollar.**

## CITY OF CARLSBAD

# **AGENDA BRIEFING MEMORANDUM PURCHASING RECOMMENDATION**

Council Meeting Date: 03/25/2014

<b>Department:</b> Finance	<b>BY:</b> <i>Monica D. Harris</i> <small>Digitally signed by Monica D. Harris DN: cn=Monica D. Harris, o=City of Carlsbad, NM, ou=Finance Dept., email=mdharris@cityofcarlsbadnm.com, c=US Date: 2014.03.20 16:22:44 -06'00'</small>	<b>Date:</b> 03/20/2014
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**SUBJECT:** Services**Description:**

Annual Audit and Lodgers' Tax Audit for FY 2013-2014

<b>SYNOPSIS:</b>	Qty <u>1</u>	Total Est. Cost	<u>\$ 70,000.00</u>	Total Actual Cost	<u>                    </u>
	Budgeted No	Est. City Share	<u>\$ 70,000.00</u>	Actual City Share	<u>                    </u>
	Account # <u>01-0030-60040</u>		<u>\$ 35,000.00</u>		
	Account # <u>36-0360-60040</u>		<u>\$ 35,000.00</u>		
	Account # <u>23-0230-60040</u>		<u>\$ 4,000.00</u>		
	Account # <u>                    </u>		<u>                    </u>		
	<b>TOTAL</b>		<u>\$ 74,000.00</u>		

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

The Audit Act (12-6-1 through 12-6-14 NMSA 1978) states the financial affairs of every agency shall be thoroughly examined and audited each year by the State Auditor, personnel of his office designated by him or by independent auditors approved by him. The City is required to have an annual audit. The State Auditor requires that all audit contracts be approved by his office prior to entering into any audit contract services.

City of Carlsbad Code of Ordinances No. 48-87 states the governing body shall select for annual random audit one or more vendors to verify the amount of gross rent subject to the occupancy rate and to ensure that the full amount of occupancy tax on the rent is collected from each vendor and audited as required under Section 3-38-17.1, NMSA 1978.

A copy of the audit is filed with DFA-Local Government Division. Proposals will be for a multi-year renewable contract not to exceed three years.

The cost of the audit will be included in the Budget for FY 2014-2015 as all costs will be incurred on or after July 1, 2014.

**Requested action to be taken by Council:**

Advertise Invitation for Request for Proposal

**Council Action Taken:**

Select one

**Date:** 3-25-2014**Reviewed by City Administrator:** /s/ Steve McCutcheon

3-20-2014

<b>POST BID/RFP RECOMMENDATION</b>	<b>Council Meeting Date:</b>
<b>Requested action to be taken by Council:</b> Select one	<b>Council Action Taken:</b> Select one
<b>ADDITIONAL INFORMATION:</b>	
<b>Reviewed by City Administrator:</b>	

ATTACHMENT(S): ☐ Specifications ☒ Bid/RFP Summary ☒ Other: Sample Contract

# **RFP NO. 2014- ANNUAL AUDIT SERVICES**

## **PART I – GENERAL INFORMATION**

### **1. GENERAL PURPOSE**

The City of Carlsbad, New Mexico, has been notified by the New Mexico State Auditor that the 2013/2014 fiscal year audit is to be conducted by an independent public accountant (IPA). The term Certified Public Accountant (CPA) may be used in this proposal instead of IPA. The intended purpose of the REQUEST FOR PROPOSALS is to provide the IPA with the following:

- A) A general description of the engagement and requirements of the auditor.
- B) A general review of the financial and procedural operations of the City.
- C) Authoritative directives from the State Auditor and general criteria pertaining to audits of local public bodies.
- C) Sample of State of New Mexico Audit Contract.

### **2. GENERAL DESCRIPTION OF ENGAGEMENT AND REQUIREMENTS OF THE AUDITOR**

- A) Proposals are being requested for a single, agency-wide, comprehensive audit for the period July 1, 2013 through June 30, 2014.

The City of Carlsbad is requesting a multi-year proposal to provide services, not to exceed a term of three years. The City may recommend renewal of the contract, subject to approval by the State Auditor, on an annual basis. Negotiations will be allowed if needed, to reach an agreement acceptable to both the City of Carlsbad and the successful IPA. Negotiations would include, but not be limited to, contract price. Significant and material changes proposed by the successful IPA in the agreement terms could result in the City of Carlsbad declining to renew the agreement and soliciting competitive sealed proposals. ALL CONTRACTS ARE SUBJECT TO THE APPROVAL OF THE STATE AUDITOR.

- B) Proposals are requested from qualified Independent Public Accountants in good standing, licensed to do business in the State of New Mexico and included on the NM Office of the State Auditor 2014 Approved Firm List. Proposals must include the audit firm's most recent external quality control review report.

- C) The final authority to designate the auditor selected rests with the State Auditor. The successful IPA must agree to enter into a contract (sample contract herewith attached for reference) which is subject to approval by the State Auditor.

- D) Auditors submitting proposals are to independently ascertain the nature, scope, and depth of this engagement. IPA's must include a list of the items needed to perform the audit that the City must present including the date such items will be required. In order to assist the IPA in this process, members of the Finance Department will be pleased to provide written responses to written questions; samples of journals and ledgers used; and will conduct tours of physical premises if necessary. Any written question and the response by the City of Carlsbad will be available to all potential IPA's. IPA's should be prepared to make a presentation to the evaluation committee.



E) This request for Proposals is complete and will not be modified except in writing. Any verbal communications between the IPA, his representatives, and City of Carlsbad personnel are not to be relied upon in determination of engagement requirements. Any addenda issued must be acknowledged in writing and returned with any proposal submitted.

F) The IPA is expected to have sufficient personnel available to handle all clerical-related duties of the engagement. This means that the IPA should plan on pulling vouchers, checks, and all other documents as required. City personnel are not to be expected to perform this function. This also includes refiling, in good order, used documents by IPA clerical personnel. Many documents are available in electronic format. All file documents, ledgers and journals belonging to the City of Carlsbad must remain on site at all times.

G) Familiarity with the following is required:

- 1) OMB Circular A – 133 Audits of States, Local Governments, and Non-Profit Organizations
- 2) Federal Single Audit Act
- 3) State Auditor's requirements for contracting and conducting audits of agencies 2.2.2 NMAC, which is available on the Office of the State Auditor's website at [www.saonm.org](http://www.saonm.org)
- 4) GASB Statements published in the Codification of Governmental Accounting and Financial Reporting Standards
- 5) Any other applicable pronouncements.

All applicable criteria pertaining to audits of local public bodies and specified in the State Auditor's Rule No. 2.2.2 NMAC is considered to be a requirement of this proposal for audit services.

H) Certain supplementary schedules pertaining to federal funds are to be included within the scope of work. Examples of such funds might include the Community Development Block Grant Fund, Public Transportation Fund, and Retired Senior Volunteer Program and airport projects.

I) Audit of WIPP Fund according to 95-91 Department of Energy Organization Act and Energy and Water Appropriation Act, 2003, 2004, 2005, 2006 and 2007 will also need to be done.

J) A separate audit on Lodger's Tax will also need to be done as required under City of Carlsbad Code of Ordinances No. 48-87 and Section 3-38-17.1, NMSA 1978.

K) The IPA must provide the required number of copies of the completed audit for the State Auditor as per the audit contract, thirty (30) copies of the completed audit for the City of Carlsbad, and 1 copy in Adobe Acrobat (PDF) format for the City of Carlsbad. The City of Carlsbad will require review of the completed audit prior to printing and submission.

L) The quoted price as stated on the proposal must be firm and not subject to change. The total price should include the appropriate New Mexico Gross Receipts Tax but must be shown separately on the Proposal Form.

M) Due to the extensive requirements of local, state, and federal agencies, the IPA is advised that the comprehensive audit requires the expression of opinions and inclusion of comments which go beyond the standard opinions and comments usually presented in an audit report. See instructions from the State Auditor for specific information.

N) "Upon unjustified failure to meet delivery requirements, the IPA or agency may be liable for liquidated damages equal to .5% per annum of the total audit contract (before gross receipts tax) for each working day beyond the stipulated due date."

O) Four (4) copies of the completed Request for Proposals must be submitted in a sealed envelope to the Purchasing Department, Room 101, Municipal Building, 101 North Halagueno, Carlsbad, NM 88220, by 3:00 p.m., April 8, 2014. Proposals received after this time will be returned unopened. If unable to provide a quotation for this engagement, the IPA is requested to return the proposal packet with the term "NO QUOTE" written on the proposal form. The entire REQUEST FOR PROPOSAL is to be returned (or a complete facsimile), not just the quotation form, along with any addenda. In addition, the IPA should include any additional materials which will prove enlightening as to professional credentials. **The Proposal should be submitted in two separate binders: 1) Capability of Firm, Work Requirements and Audit Approach, Technical Experience, Firm Strengths or Weaknesses, other relevant information and 2) Audit Fees.**

(P) Proposers will be required to submit a completed and signed Campaign Contribution Disclosure Form. (Attachment A)

Q) The City of Carlsbad reserves the right to reject any or all proposals, waive technicalities, and to recommend the proposal to the State Auditor deemed to be in the best interest of the City.

### 3. GENERAL OVERVIEW OF FINANCIAL AND PROCEDURAL OPERATIONS

(A) The City of Carlsbad operates under a Mayor-Council with Manager form of government and provides the following services as authorized by ordinance: public safety (police and fire), highways and streets, water, sewer, sanitation, culture and recreation, public improvements, planning and zoning, and general administrative services.

(B) The accounting policies of the City of Carlsbad conform to generally accepted accounting principles as applicable to New Mexico governmental units.

(C) The accounts of the City are organized on the basis of funds and account groups, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures, or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The City prepares monthly financial statements based upon the budget/cash basis of accounting and prepares the entries necessary to convert to the modified accrual and full accrual basis needed for the audit report. The City prepares the financial statements, notes to the financial statements, and supplementary information required.

(D) The City of Carlsbad is legally responsible to the State of New Mexico Department of Finance and Administration Local Government Division for methods of operation. The City prepares various financial reports and other required financial data as required by that agency.

### 4. EVALUATION CRITERIA

(A) Proposals will be evaluated by a committee of 4 members comprised of City Staff and at least one Council member.

(B) Proposal will be scored upon a 100 point system to include the following categories:

1. Capability of Firm – maximum of 30 points
2. Work Requirements and Audit Approach – maximum of 15 points
3. Technical Experience – maximum of 40 points
4. Firm Strengths or Weaknesses – maximum of 5 points
5. Audit Fees – maximum of 10 points



## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:

Mayor Dale Janway

Councilman Nick Salcido

Councilman Paul C Aguilar

Councilwoman Sandra Nunly

Councilman J.R. Doporto

Councilman Judi Waters

Councilman Jason Shirley

Councilman Janell Whitlock

Councilman Dick Doss

Municipal Court Judge David Redford

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

Contract No. \_\_\_\_\_

**STATE OF NEW MEXICO  
AUDIT CONTRACT**

This CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the

\_\_\_\_\_,  
hereinafter referred to as the “Agency”, and

\_\_\_\_\_,  
hereinafter referred to as the “Contractor”, and is effective as of the date upon which it is approved by the Office of the State Auditor, hereinafter referred to as “State Auditor”.

**As required by the Audit Rule, Section 2.2.2.1 et seq., NMAC, Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to Section 2.2.2.8.E, NMAC, and whether the Contractor is eligible to enter into this contract with the restriction.**

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. SCOPE OF WORK** (Include in Paragraph 25 any expansion of scope)

- A. The Contractor shall conduct a financial and compliance audit of the following applicable statements and schedules of the Agency for the period from **July 1, 2013 through June 30, 2014:**
- (1) Basic Financial Statements consisting of the government-wide financial statements, fund financial statements, budgetary comparison statements for the general fund and major special revenue funds (GASB 34, footnote 53), and the notes to the financial statements;
  - (2) Required supplemental information (RSI), if applicable, consisting of budgetary comparison schedules for the general fund and major special revenue fund data presented on a fund, organization, or program structure basis because the budgetary information is not available on the GAAP fund structure basis for those funds (*GASB Statement No. 41, Budgetary Comparison Schedules—Perspective Differences an amendment of GASB Statement No. 34*) must be audited and included in the auditor’s opinion (AAG-SLV 14.52);

- (3) Supplemental Information (SI) that must be audited and included in the auditor's opinion (AAG-SLV 14.52), if applicable, consisting of:
  - (a) Component unit fund financial statements and related combining statements (if there are no separately issued financial statements on the component unit per AAG-SLV 3.20);
  - (b) Combining financial statements;
  - (c) Individual fund budget comparison statements for remaining funds that have an adopted budget, including proprietary funds, that did not appear as basic financial statement budget comparisons for the general fund, major special revenue funds or as RSI as described above; and
  - (d) Remaining supplemental information on schedules as required by Section 2.2.2.10.A(2)(f) NMAC.
- B. The contractor shall apply certain limited procedures to the following required supplemental information (RSI), if applicable, and report deficiencies in or the omission of required information in accordance with the requirements of AU-C 730.05 to 730.09:
  - (1) The Management Discussion and Analysis (MD&A);
  - (2) RSI data required by Statements 25, 27, 43 and 45 regarding pension plans and post employment healthcare plans administered by defined benefit pension plans; and
  - (3) Schedules derived from asset management systems (GASB 34, paragraphs 132 to 133).
- C. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, OMB Circular A-133, and *Requirements for Contracting and Conducting Governmental Audits* (Section 2.2.1, et seq., NMAC).
- D. If this contract is for a:
  - 1) hospital that does not qualify as a governmental entity under the criteria in Sections 1.01 and 1.02 of the *AICPA Audit and Accounting Guide State and Local Governments* (March 1, 2006), then another appropriate reporting model should be used; or
  - 2) school district, the audit will include the audit of any related charter schools and their respective foundations that qualify as component units of those charter schools in accordance with the provisions specified in Sections 2.2.2.10.A(1) and

2.2.2.12.C, NMAC. If a 501(c)(3) component unit organization had a gross annual income in excess of \$250,000, Section 6-5A-4, NMSA 1978 requires that entity to be audited regardless of materiality.

## **2. DELIVERY AND REPRODUCTION**

- A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the following documents to the State Auditor on or before **December 1, 2014** and in accordance with Section 2.2.2.9, NMAC:
- (1) an organized, bound and paginated hard copy of the Agency's audit report for review;
  - (2) a copy of the signed management representation letter provided to the IPA by the Agency as required by AU-C580;
  - (3) a list of the passed adjustments required by AU-C 580.14; and
  - (4) a copy of the completed State Auditor Report Review Guide available at [www.osanm.org](http://www.osanm.org);
- B. For purposes of Section 2.2.2, NMAC, reports postmarked by the Agency's due date provided in Section 2.2.2.9.A, NMAC, will be considered received by the due date provided in that section. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with Section 2.2.2.13.C, NMAC. If copies of the engagement letter, management representation letter, list of past adjustments and the completed Report Review Guide are not received by the State Auditor with the audit report or prior to submittal of the audit report, the report will not be considered submitted to the State Auditor.
- C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor. The notification shall include an explanation regarding why the audit report will be late, when the IPA expects to submit the report and a concurring signature by the Agency. The Agency's oversight agency should be notified, but confidential audit information shall be omitted from that notification.
- D. Pursuant to Section 2.2.2.8.Q, NMAC, the Contractor shall prepare a written and dated engagement letter which identifies the specific responsibilities of the Contractor and the Agency. The Contractor shall submit to the State Auditor an electronic copy of the signed and dated engagement letter and a list of client prepared documents with expected delivery dates within ten (10) days of the entrance conference.
- E. After its review of the audit report pursuant to Section 2.2.2.13, NMAC, the State Auditor will authorize the Contractor to print and submit the final audit report. Within

two business days from the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor with **TWO** copies of the report and an electronic version of the audit report, in PDF format. After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver \_\_\_\_\_ copies of the audit report to the Agency. Every member of the Agency's governing authority shall receive a copy of the report.

- F. The Agency, upon delivery of its audit report, shall submit the required copies of the data collection form, audit report and corrective action plan to the federal clearinghouse designated by the Office of Management and Budget and each federal awarding agency if the schedule of findings and questioned costs disclose audit findings directly related to federal awards.

### 3. **COMPENSATION**

- A. The total amount payable by the Agency to the Contractor under this agreement, including New Mexico gross receipts tax, shall not exceed \_\_\_\_\_.
- B. Contractor agrees not to, and shall not, perform any services in furtherance of this contract prior to approval by the State Auditor. In accordance with Section 12-6-14(A), NMSA, 1978 and Section 2.2.2.8.N(1), NMAC, Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this contract prior to approval by the State Auditor.
- C. Total Compensation will consist of the following:

SERVICES	AMOUNTS
(1) Financial statement audit	
(2) Federal single audit	
(3) Financial statement preparation	
(4) Other nonaudit services, such as depreciation schedule updates	
(5) Other (i.e., component units, specifically identified)	

Gross Receipts Tax = \_\_\_\_\_

Total Compensation = \_\_\_\_\_

- D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this agreement and invoiced by the Contractor.
- E. Pursuant to Section 12-6-14, NMSA 1978 and Section 2.2.2.8.N, NMAC, the State Auditor may authorize progress payments to the Contractor by the Agency; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. Progress payments up to 69% do not require

State Auditor approval, provided that the Agency certifies receipt of services. The Agency must monitor audit progress and make progress payments only up to the percentage that the audit is completed prior to making the 69% payment. Progress payments from 70% to 90% require State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the approved progress billings. The State Auditor may allow only the first 50% of progress payments to be made without State Auditor approval if the Contractor's previous audits were submitted after the due date. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.

4. **TERM**

- A. THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE STATE AUDITOR. Unless terminated pursuant to Paragraphs 5 or 19, infra, this Contract shall terminate one calendar year after the date on which it is signed by the State Auditor.
- B. If awarded based on a multi-year proposal, this Contract may be extended by the parties for two successive one-year terms at the same price, terms and conditions as stated in the original proposal. Each annual extension of the contract shall be executed by mutual agreement of the parties and approval of the State Auditor pursuant to Section 2.2.2.8.G(4), NMAC.

5. **TERMINATION, BREACH AND REMEDIES**

- A. This Contract may be terminated, without cause, by either of the parties upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. This Contract may be terminated immediately by either of the parties upon written notice delivered to the other party if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the audit report in accordance with Paragraph 2, supra, shall constitute a material breach of this Contract. The Agency may immediately terminate this Contract upon written notice to the Contractor pursuant to Paragraph 19, infra. Pursuant to Section 2.2.2.8.S, NMAC, the State Auditor also may immediately terminate this Contract upon written notice to the Contractor after determining that the audit has been unduly delayed, or for any other reason. By termination pursuant to this Paragraph, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS CONTRACT.**
- B. If the Agency terminates this Contract under this paragraph, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized



as provided in Paragraph 3(E), supra. If the Contractor terminates this Contract under this paragraph, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.

- C. If the Agency or the Contractor terminates this Contract pursuant to this paragraph, the party that terminates the Contract shall immediately send the State Auditor written notice of the termination.
- D. The State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

## **6. STATUS OF CONTRACTOR**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

## **7. ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract.

## **8. SUBCONTRACTING**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to Section 2.2.2.8.L, NMAC, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms pursuant to Section 2.2.2.8.B, NMAC, and that are not otherwise restricted by the Office from entering into such a contract pursuant to Section 2.2.2.8.E, NMAC.

**9. RECORDS AND AUDIT**

The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of at least five (5) years from the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor. The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

**10. RELEASE**

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, its officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

**11. CONFIDENTIALITY**

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor, except in accordance with applicable standards, without the prior written approval of the Agency and the State Auditor.

**12. PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE**

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post the audited financial statements on their respective websites once publicly released by the State Auditor.

**13. CONFLICT OF INTEREST**

The Contractor warrants that it presently has 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 Contract. The Contractor certifies that the requirements of the Governmental Conduct Act, Section 10-16-1, et seq., NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed as required by the applicable professional standards.

**14. INDEPENDENCE**

The Contractor affirms and represents its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards*

*2011 Revision*, issued by the Comptroller General of the United States, and Section 2.2.2.8.M, NMAC. The Contractor shall immediately notify the State Auditor and the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

15. **AMENDMENT**

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

16. **MERGER**

This Contract incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to Section 2.2.2.8.Q, NMAC, consistent with Generally Accepted Auditing Standards (GAGAS). **The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this contract. Conflicts between the engagement letter and this contract are governed by this contract, and shall be resolved accordingly.**

17. **APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

18. **AGENCY BOOKS AND RECORDS**

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

19. **APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A) NMSA 1978.

**20. PENALTIES FOR VIOLATION OF LAW**

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

**21. EQUAL OPPORTUNITY COMPLIANCE**

The Contractor agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations and orders, the Contractor assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or serious medical condition, spousal affiliation, sexual orientation or gender identity be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If the Contractor is found not to be in compliance with these requirements during the life of this Contract, the Contractor agrees to take appropriate steps to correct these deficiencies.

**22. WORKING PAPERS**

- A. The Contractor shall retain its working papers of the Agency's audit conducted pursuant to this Contract for a period of at least five (5) years from the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor, the Contractor shall deliver the original or clear, legible copies of all working papers to the State Auditor.
- B. The working papers of a predecessor Contractor are to be made available to a successor Contractor in accordance with AC-C and 210.12. Any costs incurred are to be borne by the requestor Contractor.

**23. DESIGNATED ON-SITE STAFF**

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is \_\_\_\_\_. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

**24. INVALID TERM OR CONDITION**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected.

**25. OTHER PROVISIONS**

If no other provisions are listed in this section, the remainder below is intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date of signature by the State Auditor.

**AGENCY**

NAME: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONTRACTOR**

NAME: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

This Contract has been approved by:

**STATE AUDITOR**

BY: \_\_\_\_\_

TITLE: DEPUTY STATE AUDITOR

DATE: \_\_\_\_\_

State Auditor Contract No. 14 - \_\_\_\_\_

## CITY OF CARLSBAD

# **AGENDA BRIEFING MEMORANDUM PURCHASING RECOMMENDATION**

Council Meeting Date: **3/25/14**

<b>Department:</b> Water	<b>BY:</b> Luis Camero	<b>Date:</b> 3/20/14
<b>SUBJECT:</b> Infrastructure <b>Description:</b> Waterline Extension and Replacement		
<b>SYNOPSIS:</b> Qty <u>One (1)</u> Total Est. Cost <u>\$ 64,500.00</u> Total Actual Cost _____ Budgeted Yes                      Est. City Share <u>\$ 64,500.00</u> Actual City Share _____ Account # <u>36-0360-85079-002</u> <u>\$ 83,238.34</u> Account # <u>36-0360-85079-003</u> <u>\$ 33,990.55</u> Account # _____ Account # _____ <div style="text-align: right;">TOTAL <u>\$ 117,228.89</u></div>		
<b>BACKGROUND, JUSTIFICATION AND IMPACT:</b> (Safety and Welfare/Financial/Personnel/Infrastructure/etc.) The Water Department budget included funds in the amount of \$200,000 to replace or extend waterlines in the Carlsbad service area and La Huerta service area. The Water Department has recently installed a 6-inch line parallel to Lea Street from Cypress Street to Maple Street and is currently working on a waterline extension along the alley between Rotary Drive and Petroleum Drive, south of Commerce Drive, to Industrial Drive. The Department has already scheduled the extension of the 12-inch waterline along Corrales Road. Although the Water Department installed the waterlines, engineering design is needed for replacement or extension of waterlines such as along Grassburg Street, Peach Street in La Huerta, 8th Street and National Parks Highway.		
<b>Requested action to be taken by Council:</b> Advertise Invitation for Request for Proposal	<b>Council Action Taken:</b> Select one	<b>Date:</b>
<b>Reviewed by City Administrator:</b> /s/Steve McCutcheon		<b>3-20-2014</b>

<b>POST BID/RFP RECOMMENDATION</b>	<b>Council Meeting Date:</b>
<b>Requested action to be taken by Council:</b> Select one	<b>Council Action Taken:</b> Select one
<b>ADDITIONAL INFORMATION:</b>    	
<b>Reviewed by City Administrator:</b>	

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

**CITY OF CARLSBAD  
AGENDA BRIEFING MEMORANDUM**

**COUNCIL MEETING DATE: 3-25-14**

<b>DEPARTMENT:</b> Sports Complex	<b>BY:</b> John Lowe, Sports Superintendent	<b>DATE:</b> 3-16-14												
<b>SUBJECT:</b> Agreement with Carlsbad Little Girls Softball for League Services at Bob Forrest Youth Sports Complex														
<b>SYNOPSIS, HISTORY and IMPACT</b> (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.):  The Bob Forrest Youth Sports Complex Advisory Board has recommended that the city enter into an agreement with the Carlsbad Little Girls Softball to provide league services at the complex. Those services include: <ul style="list-style-type: none"><li>Umpires for their games.</li><li>Chalking fields before games.</li><li>Raking fields after games.</li><li>Keeping the fields, dugouts, &amp; bleachers free of litter during practices and games.</li><li>All materials &amp; supplies needed for practice, games, and tournaments.</li></ul> The city would pay the league \$30.00 for the T-ball & Coach Pitch division games, \$40.00 for the 10U & 12U division games, \$60.00 for 14U, 16U, & 18U division games. Under the terms of this agreement the city shall pay the league no more than \$19,000.00 for services provided for regular season and tournament games.														
<b>DEPARTMENT RECOMMENDATION:</b> Approve this agreement for league services with Carlsbad Little Girls Softball														
<b>BOARD/COMMISSION/COMMITTEE ACTION:</b> <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 checked="" 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 checked="" type="checkbox"/> Sports Complex Adv. Board</td><td></td></tr></table>			<input 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 checked="" type="checkbox"/> Sports Complex Adv. Board	
<input 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 checked="" type="checkbox"/> Sports Complex Adv. Board												
<b>Reviewed by</b> <b>City Administrator:</b> /s/ Steve McCutcheon <span style="float: right;"><b>Date:</b> 3-20 2014</span>														

ATTACHMENTS: Agreement signed by Softball President Rene Martinez



**AGREEMENT BETWEEN THE CITY OF CARLSBAD  
AND THE CARLSBAD LITTLE GIRLS SOFTBALL  
FOR SPORTS SERVICES AT THE BOB FORREST SPORTS COMPLEX**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF CARLSBAD**, a municipal corporation, hereinafter referred to as the "**City**", and the **CARLSBAD LITTLE GIRLS SOFTBALL**, a New Mexico domestic nonprofit corporation, hereinafter referred to as the "**League**".

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

WHEREAS, the League organizes, manages, coordinates, and supervises a girls' softball league for Carlsbad area youth; and

WHEREAS, the League holds its softball practice, games, and related activities at the Complex; and

WHEREAS, the Bob Forrest Sports Complex Advisory Board, hereinafter referred to as the "Board", has determined that it is in the best interest of the League that the City enter into an agreement with the League regarding the provision of umpires, materials and supplies, field maintenance, and trash removal during League activities at the Complex.

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

**1. Definitions.**

- A. "**Board**" shall mean the Bob Forrest Sports Complex Advisory Board as it is now composed or as it may be amended in the future.
- B. "**Complex**" shall mean the real property and all improvements, buildings, and fixtures thereon commonly known as the Bob Forrest Sports Complex, 3001 West Lea Street, Carlsbad, New Mexico.
- C. "**League Services**" shall include, but not necessarily be limited to:
  - i. Within ten (10) days of the League's execution of this Agreement, providing the City with the League's schedule of practices, games and tournaments;
  - ii. Providing the umpires necessary for each game at the Complex in which a League team is participating;
  - iii. Providing necessary field chalking and maintenance before, during, and after each practice and each game at the Complex in which a League team is participating;
  - iv. Keeping the fields, dugouts, and stands in a safe, sanitary, orderly, and sightly manner, and free of litter, trash, and debris during and after all practices and all games at the Complex in which a League team is participating and properly disposing of all litter, trash, and debris;

- v. Keeping the fields, dugouts, and stands in a safe, sanitary, orderly, and sightly manner, and free of litter, trash, and debris during and after each tournament sponsored or hosted by the League, if any, and properly disposing of all litter, trash, and debris;
- vi. Furnishing all materials and supplies necessary for practice, games, and tournaments, if any;
- vii. Paying promptly all taxes, licenses, and fees of whatever nature that are applicable to the operations pursuant to this Agreement;
- viii. Preparing and submitting reports in a format to be agreed to by the parties;
- ix. Attending meetings as may be requested by City Council, the Board, and / or City administration or staff; and
- x. Performing such additional duties as may from time to time be mutually agreed to by the parties.

2. **League Provided Services.** The League shall provide the City with full League Services at the Complex. In addition to such services, the League shall provide:

- A. **Labor & Materials.** All labor, materials, supplies, equipment, and tools needed to perform the League Services. The League shall be solely responsible for all work performed and for the selection, operation, maintenance, and repair of all materials, supplies, equipment and tools used; and
- B. **Personnel.** All necessary personnel, appropriately selected, qualified, and supervised.

3. **Compensation.** Prior to receiving any monies from the City, the League shall submit a current IRS Form W9 to City's Finance Department. In consideration for the services provided pursuant to this Agreement, the City shall pay the League for each "Game" as described below:

- A. **Coach Pitch & T-Ball Games.** For each Coach Pitch or T-Ball game in which a League team participates and for which the League provides services, the City shall pay the League Thirty dollars (\$30.00)
- B. **10U & 12U Games.** For each 10U or 12U game in which a League team participates and for which the League provides services, the City shall pay the League Forty dollars (\$40.00)
- C. **14U, 16U, & 18U Games.** For each 14U, 16U, or 18U game in which a League team participates and for which the League provides services, the City shall pay the League Sixty dollars (\$60.00)

Such amounts include all taxes or fees that may be assessed. Under no circumstances, and regardless of the number of games played or services provided, during the term of this Agreement the City shall not pay the League more than Nineteen thousand Dollars (\$19,000.00) for services provided for regular and tournament Games.

- 1 4. **Invoices.** The League shall submit invoices to the City on the following dates:  
2 A. **First Half.** At the end of the first half of the recreational play season.  
3 B. **Second Half.** At the end of the second half of the recreational play season.  
4 C. **Tournament Play.** At the end of the tournament play season.

5 Each invoice shall state how many of each type of Games were played during the time  
6 period covered by the invoice and a breakdown of the compensation due for the services  
7 performed.

8  
9 5. **Right to Inspect and Audit.** Upon reasonable notice to the League, the City shall  
10 have the right, but not the obligation, to inspect, copy, and audit or have its representative  
11 inspect, copy, and audit all records maintained by or on behalf of the League as may be  
12 necessary to make a full, proper, and complete audit of all business transacted by the  
13 League in connection with their operations hereunder.

14  
15 6. **Prevention of Waste and Damage.** The League shall use all reasonable cautions  
16 to prevent waste, damage, or injury to property of the City in the performance of its  
17 obligations under this Agreement. The League shall be solely responsible for any damage  
18 to or destruction of City property caused by the acts, willful or otherwise, of the League, its  
19 directors, officers, employees, members, agents, or volunteers.

20  
21 7. **Reporting Damage.** Upon learning of any vandalism, damage, or destruction to  
22 the Complex, the League shall immediately report it verbally to the City. It shall also report  
23 such matters in writing within five (5) business days.

24  
25 8. **Structural Changes.** The League shall not make any structural changes to any  
26 structure, building, fixture, appurtenance, or improvement at or to the Complex.

27  
28 9. **Right to Enter and Inspect.** The City shall have the right to enter the Complex to  
29 inspect or to have its representative enter and inspect the Complex, including but not  
30 limited to all improvements, buildings, fixtures, appliances, and personal property at any  
31 time.

32  
33 10. **Compliance with Laws.** The League shall comply with all applicable local, state,  
34 and federal laws, rules, regulations, policies, and inspections and shall obtain and maintain  
35 any and all permits, licenses, or certifications that may be necessary to carry out the  
36 operations contemplated by this Agreement. In the event the League should cease to be  
37 properly permitted, licensed, or certified, it shall immediately inform the City Administrator  
38 and shall immediately cease its operations pursuant to this Agreement. Within five (5)  
39 days of ceasing to be properly permitted, licensed, or certified, the League shall also notify  
40 the City in writing of that event. The League shall require all its employees, officers, and  
41 agents, to comply with all applicable local, state, and federal laws, rules, regulations,  
42 policies, and inspections.

1 11. **Assignment of Agreement.** The League shall not sublease, assign, or transfer any  
2 interest in or right to this Agreement without the prior written approval of the City.

3  
4 12. **AS IS Condition.** Prior to the commencement of this Agreement, the League fully  
5 examined and inspected the Complex and its improvements, buildings, fixtures,  
6 appliances, and personal property therein. The League accepts the Complex and such  
7 improvements, buildings, fixtures, appliances, and personal property in their existing  
8 condition and state of repair. The League accepts them in an **AS IS CONDITION**. The  
9 League agrees that no representations, statements, or warranties, express or implied, have  
10 been made by or on behalf of the City in respect thereto, including, but not limited to their  
11 suitability for any purpose, and the City shall in no event be liable for any latent defects.

12  
13 13. **Term.** The term of this Agreement shall begin on the 1<sup>st</sup> day of April 2014 and  
14 terminate on the 31<sup>st</sup> of December 2014. Upon the mutual agreement of the parties, this  
15 Agreement may be renewed for a maximum of three (3) additional terms. Such renewals,  
16 if any, shall be upon the same terms and conditions as herein, or upon such terms and  
17 conditions as the parties may mutually agree.

18  
19 14. **Records.** For the term of this Agreement and for five (5) years after the expiration  
20 or termination of this Agreement, the League shall maintain copies of all records regarding  
21 any and all activities she conducts pursuant to this Agreement. The City shall have the  
22 right to inspect and copy or have its representative inspect and copy such records upon  
23 reasonable notice to the League.

24  
25 15. **Indemnification.** The League agrees to indemnify, save, and hold harmless the  
26 City, its officers, and employees against all liability, claims, damages, losses, or expenses  
27 of every kind, including reasonable attorneys' fees together with costs and expenses of  
28 litigation, arising out of, from, or associated in any manner with the acts or omissions of the  
29 League, its directors, officers, employees, members, agents, employees, or volunteers.  
30 The City will not be responsible for any special, indirect, or consequential damages.

31  
32 16. **Release.** The League and its directors, officers, employees, members, agents, and  
33 volunteers release and discharge the City, its officers, agents, directors, and employees  
34 from any and all claims, damages, suits, or losses sustained by the League, its directors,  
35 officers, employees, members, agents, and volunteers or their heirs which the League,  
36 directors, officers, employees, members, agents, and volunteers or their heirs may have  
37 now or hereinafter and which are associated, in any manner, with this Agreement.

38  
39 17. **Insurance.** At all times material to this Agreement and for any further time that the  
40 League may occupy any portion of the Complex:

41 A. **Public Liability Insurance.** The League shall obtain and maintain, at its  
42 own expense, public liability insurance in the sum of two million dollars  
43 (\$2,000,000.00). Such insurance shall name the City as an additional insured.  
44

1       B.     **Automobile Liability Insurance.** The League shall obtain and maintain, at  
2 its own expense, automobile liability insurance in the sum of two million dollars  
3 (\$2,000,000.00). Such insurance shall name the City as an additional insured.

4       C.     **League Property and Casualty.** The League shall be responsible for  
5 obtaining and maintaining, at its own expense, fire, property, and casualty insurance  
6 covering all improvements, fixtures, appliances, and appurtenances owned by the  
7 League or used or placed at the Complex by the League should it desire such  
8 insurance. The League knows and understands that the City shall **NOT PROVIDE**  
9 fire, property, or casualty insurance for any improvements, fixtures, appliances, and  
10 appurtenances not owned by the City. The League shall be solely responsible for  
11 obtaining and maintaining such coverage. The City assumes no responsibility for  
12 any property used or placed at the Complex. The City, its officers, employees, and  
13 agents are hereby expressly released and discharged from any responsibility  
14 whatsoever for any such property.

15       D.     **Certificates of Insurance.** All insurance shall be with a company or  
16 companies licensed and authorized to do business in the State of New Mexico. No  
17 later than the effective date of this Agreement, the League shall provide the City  
18 Administrator with a Certificate of Insurance reflecting the coverages specified  
19 herein and naming the City as loss payee as its interests may exist and as an  
20 additional insured. The League shall annually furnish to the City Administrator a  
21 Certificate of Insurance for the above required insurances. The League shall  
22 provide the City Administrator with notice of any change thereof, and furnish to the  
23 City Administrator evidence of acquirement of a substitute therefore, and payment  
24 of the premium thereof. If the League should fail to maintain such insurance  
25 coverage or coverages, then the City may, at its sole discretion, obtain such  
26 insurance to insure its interests. If the City does so, it may recover the cost of that  
27 insurance from the League. The City's acquisition of such insurance shall not relive  
28 the League of its obligation to obtain and maintain insurance as required herein.

29  
30       18.    **Default or Breach.** Each of the following events shall constitute a default or breach  
31 of this Agreement:

32       A.     **Failure to Comply.** If the League fails to perform or comply with any of the  
33 conditions of this Agreement, and if the nonperformance shall continue for a period  
34 of fifteen (15) days after notice thereof by the City to the League, or, if the  
35 performance cannot be reasonably had within the fifteen (15) day period, and the  
36 League shall not in good faith have commenced performance within the fifteen (15)  
37 day period and then diligently proceeded to completion of performance.

38       B.     **Loss of Corporate Status.** If the League ceases to be a New Mexico  
39 nonprofit corporation in good standing with the New Mexico Public Regulation  
40 Commission or the Commission's successor agency.

41       C.     **Transfer.** If this Agreement shall be transferred to or shall pass to or devolve  
42 to any other person or party, except in the manner specified herein.  
43  
44

1 19. **Effect of Default.** In the event of the League's default of any of the terms or  
2 conditions set forth in this Agreement, the City shall have the right to cancel and terminate  
3 this Agreement by giving the League not less than fifteen (15) days written notice of such  
4 cancellation and termination.

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

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

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

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

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

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

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

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

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

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

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

25 If to the City:

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

If to the League:

Carlsbad Little Girls Softball  
c/o Rene Martinez, President  
P.O. Box 1059  
Carlsbad, NM 88221-1059

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

31  
32 31. **New Mexico Law.** This Agreement shall be construed in accordance with New  
33 Mexico law, and the Agreement may not be changed except by writing executed with the  
34 same formality as with this Agreement.

35  
36 32. **ARBITRATION.** SHOULD ANY DISPUTE ARISE BETWEEN THE PARTIES IN  
37 CONNECTION WITH THE AGREEMENT AND IF SUCH DISPUTE CANNOT BE  
38 RESOLVED BY DISCUSSION BETWEEN THE PARTIES, THE PARTIES AGREE TO  
39 SUBMIT THE UNRESOLVED DISPUTE TO BINDING ARBITRATION PURSUANT TO  
40 THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN LIEU OF  
41 LITIGATION.

1 33. **Venue.** The parties agree that legal actions arising out of this Agreement, should  
2 there be any, shall be brought in the District Court of Eddy County, New Mexico for the  
3 Fifth Judicial District. The parties expressly consent to both in personam and subject  
4 matter jurisdiction of the Eddy County District Court and agree that venue shall properly  
5 lie in the Eddy County, New Mexico District Court.  
6

7 34. **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY WAIVE THE RIGHT TO A  
8 JURY TRIAL ON ANY ISSUE ARISING OUT OF OR RELATING, DIRECTLY OR  
9 INDIRECTLY, TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED  
10 HEREBY.  
11

12 35. **Captions.** The captions of any articles, paragraphs, or sections hereof are made  
13 for convenience only and shall not control or affect the meaning or construction of any of  
14 the provisions thereof.  
15

16 36. **Exhibits.** Any instrument or document made and attached to this Agreement shall  
17 constitute a part hereof as though set forth in full in the body of this Agreement, whether  
18 made a part hereof by reference or whether made a part hereof by attachment.  
19  
20

21 CITY OF CARLSBAD:

22  
23  
24  
25 \_\_\_\_\_  
DALE JANWAY, MAYOR

26 ATTEST:

27  
28  
29 \_\_\_\_\_  
CITY CLERK

30 CARLSBAD LITTLE GIRLS SOFTBALL

31  
32 \_\_\_\_\_  
33  
34 RENE MARTINEZ, PRESIDENT

35 STATE OF NEW MEXICO )  
36 ) ss.  
37 COUNTY OF EDDY )  
38

39 The foregoing instrument was signed before me this 18<sup>th</sup> day of March, 2014,  
40 by RENE MARTINEZ, as President of the Carlsbad Little Girls Softball.  
41

42 My commission expires:

43 August 25, 2015  
44  
45

46  
47 \_\_\_\_\_  
48 NOTARY PUBLIC



**CITY OF CARLSBAD  
AGENDA BRIEFING MEMORANDUM**

**COUNCIL MEETING DATE: 3-25-14**

<b>DEPARTMENT:</b> Sports Complex	<b>BY:</b> John Lowe, Sports Superintendent	<b>DATE:</b> 3-16-14												
<b>SUBJECT: Agreement with Carlsbad American Little League for League Services at Bob Forrest Youth Sports Complex</b>														
<b>SYNOPSIS, HISTORY and IMPACT</b> (SAFETY AND WELFARE/FINANCIAL/PERSONNEL/INFRASTRUCTURE/ETC.):  The Bob Forrest Youth Sports Complex Advisory Board has recommended that the city enter into an agreement with the Carlsbad American Little League to provide services at the complex. Those services include: <ul style="list-style-type: none"><li>Umpires for their games.</li><li>Chalking fields before games.</li><li>Raking fields after games.</li><li>Keeping the fields, dugouts, &amp; bleachers free of litter during practices and games.</li><li>All materials &amp; supplies needed for practice, games, and tournaments.</li></ul> The city would pay the league \$30.00 for the T-ball & Pee Wee division games, \$40.00 for the Minor & Major division games, \$60.00 for Junior League division games, and \$60.00 for All-Star games for which the league hosts and provides league services for. Under the terms of this agreement the city shall pay the league no more than \$15,000.00 for services provided for regular games and \$4000.00 for services provided for tournament games.														
<b>DEPARTMENT RECOMMENDATION: Approve this agreement for league services with American Little League.</b>														
<b>BOARD/COMMISSION/COMMITTEE ACTION:</b>  <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 checked="" 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 checked="" type="checkbox"/> Sports Complex Adv. Board</td><td></td></tr></table>			<input 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 checked="" type="checkbox"/> Sports Complex Adv. Board	
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<b>Reviewed by</b> <b>City Administrator:</b> /s/ Steve McCutcheon <b>Date:</b> Mar 20, 2014														

ATTACHMENTS: Agreement signed by American Little President Matt Castro

**AGREEMENT BETWEEN THE CITY OF CARLSBAD  
AND THE CARLSBAD AMERICAN LITTLE LEAGUE  
FOR SPORTS SERVICES AT THE BOB FORREST SPORTS COMPLEX**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF CARLSBAD**, a municipal corporation, hereinafter referred to as the "**City**", and the **CARLSBAD AMERICAN LITTLE LEAGUE**, a New Mexico domestic nonprofit corporation, hereinafter referred to as the "**League**".

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

WHEREAS, the League organizes, manages, coordinates, and supervises a baseball league for Carlsbad area youth; and

WHEREAS, the League holds its baseball practice, games, and related activities at the Complex; and

WHEREAS, the Bob Forrest Sports Complex Advisory Board, hereinafter referred to as the "Board", has determined that it is in the best interest of the League that the City enter into an agreement with the League regarding the provision of umpires, materials and supplies, field maintenance, and trash removal during League activities at the Complex.

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

**1. Definitions.**

- A. "**Board**" shall mean the Bob Forrest Sports Complex Advisory Board as it is now composed or as it may be amended in the future.
- B. "**Complex**" shall mean the real property and all improvements, buildings, and fixtures thereon commonly known as the Bob Forrest Sports Complex, 3001 West Lea Street, Carlsbad, New Mexico.
- C. "**League Services**" shall include, but not necessarily be limited to:
  - i. Within ten (10) days of the League's execution of this Agreement, providing the City with the League's schedule of practices, games and tournaments;
  - ii. Providing the umpires necessary for each game at the Complex in which a League team is participating;
  - iii. Providing necessary field chalking and maintenance before, during, and after each practice and each game at the Complex in which a League team is participating;
  - iv. Keeping the fields, dugouts, and stands in a safe, sanitary, orderly, and sightly manner, and free of litter, trash, and debris during and after all practices and all games at the Complex in which a League team is participating and properly disposing of all litter, trash, and debris;

- v. Keeping the fields, dugouts, and stands in a safe, sanitary, orderly, and sightly manner, and free of litter, trash, and debris during and after each tournament sponsored or hosted by the League, if any, and properly disposing of all litter, trash, and debris;
- vi. Furnishing all materials and supplies necessary for practice, games, and tournaments, if any;
- vii. Paying promptly all taxes, licenses, and fees of whatever nature that are applicable to the operations pursuant to this Agreement;
- viii. Preparing and submitting reports in a format to be agreed to by the parties;
- ix. Attending meetings as may be requested by City Council, the Board, and / or City administration or staff; and
- x. Performing such additional duties as may from time to time be mutually agreed to by the parties.

2. **League Provided Services.** The League shall provide the City with full League Services at the Complex. In addition to such services, the League shall provide:

A. **Labor & Materials.** All labor, materials, supplies, equipment, and tools needed to perform the League Services. The League shall be solely responsible for all work performed and for the selection, operation, maintenance, and repair of all materials, supplies, equipment and tools used; and

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

3. **Compensation.** Prior to receiving any monies from the City, the League shall submit a current IRS Form W9 to City's Finance Department. In consideration for the services provided pursuant to this Agreement, the City shall pay the League for each "Game" as described below:

A. **T-Ball & PeeWee Division Games.** For each T-Ball or PeeWee game in which a League team participates and for which the League provides services, the City shall pay the League Thirty dollars (\$30.00)

B. **Minor & Major Division Games.** For each Minor or Major League game in which a League team participates and for which the League provides services, the City shall pay the League Forty dollars (\$40.00)

C. **Junior & Senior League Games.** For each Junior or Senior League game in which a League team participates and for which the League provides services, the City shall pay the League Sixty dollars (\$60.00)

D. **All-Star Games.** For each All-Star League game for which the League provides League Services, the City shall pay the League Sixty dollars (\$60.00)

Such amounts include all taxes or fees that may be assessed. Under no circumstances, and regardless of the number of games played or services provided, during the term of this Agreement the City shall not pay the League more than Fifteen thousand Dollars (\$15,000.00) for services provided for regular games and Four thousand (\$4,000.00) for services provided for tournament games

- 1       4.     **Invoices.** The League shall submit invoices to the City on the following dates:  
2             A.     **First Half.** At the end of the first half of the recreational play season.  
3             B.     **Second Half.** At the end if the second half of the recreational play season.  
4             C.     **Tournament Play.** At the end of the tournament play season.

5     Each invoice shall state how many of each type of Games were played during the time  
6     period covered by the invoice and a breakdown of the compensation due for the services  
7     performed.  
8

9     5.     **Right to Inspect and Audit.** Upon reasonable notice to the League, the City shall  
10    have the right, but not the obligation, to inspect, copy, and audit or have its representative  
11    inspect, copy, and audit all records maintained by or on behalf of the League as may be  
12    necessary to make a full, proper, and complete audit of all business transacted by the  
13    League in connection with their operations hereunder.  
14

15    6.     **Prevention of Waste and Damage.** The League shall use all reasonable cautions  
16    to prevent waste, damage, or injury to property of the City in the performance of its  
17    obligations under this Agreement. The League shall be solely responsible for any damage  
18    to or destruction of City property caused by the acts, willful or otherwise, of the League, its  
19    directors, officers, employees, members, agents, or volunteers.  
20

21    7.     **Reporting Damage.** Upon learning of any vandalism, damage, or destruction to  
22    the Complex, the League shall immediately report it verbally to the City. It shall also report  
23    such matters in writing within five (5) business days.  
24

25    8.     **Structural Changes.** The League shall not make any structural changes to any  
26    structure, building, fixture, appurtenance, or improvement at or to the Complex.  
27

28    9.     **Right to Enter and Inspect.** The City shall have the right to enter the Complex to  
29    inspect or to have its representative enter and inspect the Complex, including but not  
30    limited to all improvements, buildings, fixtures, appliances, and personal property at any  
31    time.  
32

33    10.    **Compliance with Laws.** The League shall comply with all applicable local, state,  
34    and federal laws, rules, regulations, policies, and inspections and shall obtain and maintain  
35    any and all permits, licenses, or certifications that may be necessary to carry out the  
36    operations contemplated by this Agreement. In the event the League should cease to be  
37    properly permitted, licensed, or certified, it shall immediately inform the City Administrator  
38    and shall immediately cease its operations pursuant to this Agreement. Within five (5)  
39    days of ceasing to be properly permitted, licensed, or certified, the League shall also notify  
40    the City in writing of that event. The League shall require all its employees, officers, and  
41    agents, to comply with all applicable local, state, and federal laws, rules, regulations,  
42    policies, and inspections.  
43  
44

11. **Assignment of Agreement.** The League shall not sublease, assign, or transfer any interest in or right to this Agreement without the prior written approval of the City.

12. **AS IS Condition.** Prior to the commencement of this Agreement, the League fully examined and inspected the Complex and its improvements, buildings, fixtures, appliances, and personal property therein. The League accepts the Complex and such improvements, buildings, fixtures, appliances, and personal property in their existing condition and state of repair. The League accepts them in an **AS IS CONDITION**. The League agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of the City in respect thereto, including, but not limited to their suitability for any purpose, and the City shall in no event be liable for any latent defects.

13. **Term.** The term of this Agreement shall begin on the 7<sup>th</sup> day of April 2014 and terminate on the 1<sup>st</sup> of December 2014. Upon the mutual agreement of the parties, this Agreement may be renewed for a maximum of three (3) additional terms. Such renewals, if any, shall be upon the same terms and conditions as herein, or upon such terms and conditions as the parties may mutually agree.

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

15. **Indemnification.** The League agrees to indemnify, save, and hold harmless the City, its officers, and employees against all liability, claims, damages, losses, or expenses of every kind, including reasonable attorneys' fees together with costs and expenses of litigation, arising out of, from, or associated in any manner with the acts or omissions of the League, its directors, officers, employees, members, agents, employees, or volunteers. The City will not be responsible for any special, indirect, or consequential damages.

16. **Release.** The League and its directors, officers, employees, members, agents, and volunteers release and discharge the City, its officers, agents, directors, and employees from any and all claims, damages, suits, or losses sustained by the League, its directors, officers, employees, members, agents, and volunteers or their heirs which the League, directors, officers, employees, members, agents, and volunteers or their heirs may have now or hereinafter and which are associated, in any manner, with this Agreement.

17. **Insurance.** At all times material to this Agreement and for any further time that the League may occupy any portion of the Complex:

A. **Public Liability Insurance.** The League shall obtain and maintain, at its own expense, public liability insurance in the sum of two million dollars (\$2,000,000.00). Such insurance shall name the City as an additional insured.

1 B. **Automobile Liability Insurance.** The League shall obtain and maintain, at  
2 its own expense, automobile liability insurance in the sum of two million dollars  
3 (\$2,000,000.00). Such insurance shall name the City as an additional insured.

4 C. **League Property and Casualty.** The League shall be responsible for  
5 obtaining and maintaining, at its own expense, fire, property, and casualty insurance  
6 covering all improvements, fixtures, appliances, and appurtenances owned by the  
7 League or used or placed at the Complex by the League should it desire such  
8 insurance. The League knows and understands that the City shall **NOT PROVIDE**  
9 fire, property, or casualty insurance for any improvements, fixtures, appliances, and  
10 appurtenances not owned by the City. The League shall be solely responsible for  
11 obtaining and maintaining such coverage. The City assumes no responsibility for  
12 any property used or placed at the Complex. The City, its officers, employees, and  
13 agents are hereby expressly released and discharged from any responsibility  
14 whatsoever for any such property.

15 D. **Certificates of Insurance.** All insurance shall be with a company or  
16 companies licensed and authorized to do business in the State of New Mexico. No  
17 later than the effective date of this Agreement, the League shall provide the City  
18 Administrator with a Certificate of Insurance reflecting the coverages specified  
19 herein and naming the City as loss payee as its interests may exist and as an  
20 additional insured. The League shall annually furnish to the City Administrator a  
21 Certificate of Insurance for the above required insurances. The League shall  
22 provide the City Administrator with notice of any change thereof, and furnish to the  
23 City Administrator evidence of acquirement of a substitute therefore, and payment  
24 of the premium thereof. If the League should fail to maintain such insurance  
25 coverage or coverages, then the City may, at its sole discretion, obtain such  
26 insurance to insure its interests. If the City does so, it may recover the cost of that  
27 insurance from the League. The City's acquisition of such insurance shall not relive  
28 the League of its obligation to obtain and maintain insurance as required herein.

29  
30 18. **Default or Breach.** Each of the following events shall constitute a default or breach  
31 of this Agreement:

32 A. **Failure to Comply.** If the League fails to perform or comply with any of the  
33 conditions of this Agreement, and if the nonperformance shall continue for a period  
34 of fifteen (15) days after notice thereof by the City to the League, or, if the  
35 performance cannot be reasonably had within the fifteen (15) day period, and the  
36 League shall not in good faith have commenced performance within the fifteen (15)  
37 day period and then diligently proceeded to completion of performance.

38 B. **Loss of Corporate Status.** If the League ceases to be a New Mexico  
39 nonprofit corporation in good standing with the New Mexico Public Regulation  
40 Commission or the Commission's successor agency.

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42 to any other person or party, except in the manner specified herein.  
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19. **Effect of Default.** In the event of the League's default of any of the terms or conditions set forth in this Agreement, the City shall have the right to cancel and terminate this Agreement by giving the League not less than fifteen (15) days written notice of such cancellation and termination.

20. **Non-Waiver.** Waiver by the City of any default in performance by the League of any of the terms or conditions contained in this Agreement shall not be deemed a continuing waiver of that default or any subsequent default.

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

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

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24. **Surrender of the Complex.** The League shall, on the last day of the term of this Agreement or on earlier termination and forfeiture of this Agreement, peaceably and quietly surrender and deliver the Complex, including all buildings, additions and improvements constructed or placed thereon by the League, except movable trade fixtures, all in good condition and repair. Any trade fixtures or personal property belonging to the League, not removed within thirty (30) days after the termination of this Agreement, and if the City shall so elect, shall be deemed abandoned and become the property of the City without any payment or offset thereof.

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

1 26. **Independent Contractor.** The League, its directors, officers, employees, members,  
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4 agents, and volunteers shall not accrue leave, retirement, insurance, bonding, use of City  
5 vehicles, or any other benefits afforded to the employees of the City of Carlsbad as a result  
6 of this Agreement.

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10 limits of that authority.

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19 New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and  
20 kickbacks.

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

25 If to the City:

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

If to the League:

Carlsbad American Little League  
c/o Matt Castro, President  
P.O. Box 345  
Carlsbad, NM 88221-0345

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

31  
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33 Mexico law, and the Agreement may not be changed except by writing executed with the  
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38 RESOLVED BY DISCUSSION BETWEEN THE PARTIES, THE PARTIES AGREE TO  
39 SUBMIT THE UNRESOLVED DISPUTE TO BINDING ARBITRATION PURSUANT TO  
40 THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN LIEU OF  
41 LITIGATION.



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

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

35. **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.

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

CITY OF CARLSBAD:

DALE JANWAY, MAYOR

ATTEST:

CITY CLERK

CARLSBAD AMERICAN LITTLE LEAGUE

MATT CASTRO, PRESIDENT

STATE OF NEW MEXICO )  
COUNTY OF EDDY ) ss.

The foregoing instrument was signed before me this 18<sup>th</sup> day of March, 2014, by MATT CASTRO, as President of the Carlsbad American Little League.

My commission expires:

August 25, 2015

Olga E Ramus  
NOTARY PUBLIC

**CERTIFICATE OF LIABILITY INSURANCE**

DATE 3/03/14

Keystone Risk Managers, LLC  
1995 Point Township Drive  
Northumberland, PA 17867

CERTIFICATE # 4310601-1

9 31 06

ADDITIONAL NAMED INSURED:

CARLSBAD AMERICAN LL  
MATTHEW CASTRO  
2512 TULIP

CARLSBAD

NM 88220

**INSURERS AFFORDING COVERAGE:**

INSURER A: LEXINGTON INSURANCE COMPAN

INSURER B: NATIONAL UNION FIRE INSURANCE  
(Non-Liability) COMPANY OF PITTSBURGH, PAINSURER C: CHARTIS SPECIALTY  
INSURANCE COMPANY**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR TR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS
A	X	GENERAL LIABILITY	011225803	1/01/2014	1/01/2015	EACH OCCURRENCE \$2,000,000
		X OCCURRENCE				GENERAL AGGREGATE \$2,000,000
		X INCL. PARTICIPANTS				PRODUCTS/COMP OPS AGGREGATE \$2,000,000
		X SEXUAL ABUSE				SEXUAL ABUSE OCCURRENCE \$2,000,000
		MEDICAL PAYMENTS				SEXUAL ABUSE AGGREGATE \$2,000,000
A	X	DIRECTORS & OFFICERS	15819360	1/01/2014	1/01/2015	EACH LOSS \$1,000,000
						AGGREGATE \$1,000,000
A	X	CRIME COVERAGE	011408711	1/01/2014	1/01/2015	EACH LOSS \$35,000
						AGGREGATE NONE
B	X	SPORTS EXCESS ACCIDENT	SRG9105434	1/01/2014	1/01/2015	As in Master Policy Med. Max. \$100,000 Ded. \$50

**"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED****ADDITIONAL INSURED**

Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unless performed by the above named Little League and
2. That part of the ball field or other premises not being used by the above named Little League

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

.. CARLSBAD MUNICIPAL SCHOOL DISTRICT 2. CITY OF CARLSBAD

**INSURED**

Little League Baseball Risk Purchasing Group, Inc.  
539 U.S. RT. 15 HIGHWAY  
South Williamsport, PA 17702

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE-NAMED LITTLE LEAGUE BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NOTICE TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN ADDRESS TO US.

AUTHORIZED REPRESENTATIVE

## AGENDA BRIEFING MEMORANDUM

**Council Meeting Date: March 25, 2014**

DEPARTMENT: Transit	BY: Jo Ann Moore	DATE: March 19, 2014	
<b>SUBJECT: Approval of the Carlsbad Municipal Transit System's Title VI Program</b>			
<b>BACKGROUND, ANALYSIS AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)</b>			
<p>The New Mexico Department of Transportation (NMDOT) is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, and all related regulations and directives. NMDOT assures that no person shall on the ground of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under NMDOT program, activity, or service.</p> <p>NMDOT is also committed to assure every effort will be made to prevent the discrimination of low-income and minority populations as a result of any impact of its programs or activities in accordance with Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and in Low-Income Populations. In addition, the NMDOT also assures every effort will be made to provide meaningful access to persons that have Limited English Proficiency, in accordance with Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency.</p>			
<b>DEPARTMENT RECOMMENDATION:</b> If it is the pleasure of the City Council, it is recommended that the Title VI Program for the Carlsbad Municipal Transit System be approved.			
<b>BOARD/COMMISSION/COMMITTEE ACTION:</b>			
<input type="checkbox"/> P & Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board	} <input type="checkbox"/> 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
<b>Reviewed by:</b> <b>City Administrator: /s/ Steve McCutcheon</b>			
<b>Date: 3-20-2014</b>			

ATTACHMENT: Memorandum of Agreement, Lobbying Certification, and the NMDOT Transit and Rail Disadvantaged Business Enterprise for Federal Transit Administration Subgrantees

# **Title VI Program**

**Carlsbad Municipal Transit System**

**Adopted [date]**

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## TITLE VI PROGRAM QUESTIONNAIRE

*The Federal Transit Administration (FTA) requires all grantees of FTA financial assistance to develop a Title VI program. In the past, the New Mexico Department of Transportation (NMDOT) – Transit and Rail Division Title VI program covered the State and its grantees. Now, each grantee must have its own program; this requirement applies to both Section 5310 and 5311 grantees.*

***To help the grantee develop a Title VI program, NMDOT has developed this questionnaire, which will, once reviewed and accepted by NMDOT, become the agency's Title VI program. Once accepted by NMDOT, submit the completed questionnaire to the agency's Board or council for approval and then provide evidence of the approval to NMDOT.***

### NOTICE TO THE PUBLIC

*FTA requires that each grantee notify the public of its rights under Title VI and include the notice and where it is posted in the Title VI program. The notice must include the following:*

- *A statement that the agency operates programs without regard to race, color, and national origin*
- *A description of the procedures that members of the public should follow in order to request additional information on the grantee's nondiscrimination obligations*
- *A description of the procedures that members of the public should follow in order to file a discrimination complaint against the grantee*
- *A statement that the agency's Title VI obligations and complaint procedures will be translated into other languages as needed*

*The notice can be a separate document, such as a posted sign, a statement that is in another document, or a stand-alone document, such as a Title VI brochure.*

*Attachment A presents two notices developed by NMDOT, a longer "stand-alone" statement and a shorter statement that can be included in another document, such as a bus schedule or as a placard in the bus. Both are provided in English and Spanish. Grantee can use these notices or develop your own. If grantee has developed its own notice, it must include the four items discussed above.*

*At a minimum, a grantee must post a Title VI notice on its website and in the reception area and public meeting spaces of its offices. FTA recommends that each agency place the notice in other locations, such as on buses, on schedules or other printed materials, and at stations.*

*The NMDOT recommends placing the longer notice on the agency's website and in the required office areas in an inexpensive frame.*

1. Is the grantee using either of NMDOT's notice(s) in Attachment A? If yes, which one(s)? If no, please provide a copy of your Title VI notice(s).

**We are using the NMDOT notice.**

2. Where are the notices posted?

**In the transit building lobby, on the website, and bus shelters**

3. At a minimum, has the agency posted a Title VI notice on the agency's website, in the reception area of your office, and in the public meeting spaces of agency's office?

**Yes the long and short version are side by side in the transit lobby and website.**

## **COMPLAINT INSTRUCTIONS AND FORM**

*FTA requires each grantee to have instructions for the public to follow and a form for the public to use for filing a Title VI complaint. Attachment B presents a form and instructions for filing a Title VI complaint in English and Spanish developed by NMDOT. Grantee can use the NMDOT form and instructions or use your own.*

4. Has the grantee adopted the NMDOT-developed form and instructions for filing a Title VI complaint? If no, please attach a copy of the form and instructions that is used.

**Yes**

## **TITLE VI COMPLAINTS, INVESTIGATIONS AND LAWSUITS**

*FTA requires that the Title VI program include a list of transit-related Title VI complaints, investigations, and lawsuits. NMDOT obtains this information with grant applications. Please note that Equal Employment Opportunity (EEO) and Americans with Disabilities Act (ADA) complaints are not Title VI complaints so do not list them. If the agency is a part of a city, county, or human service agency, only list Title VI complaints, investigations, or lawsuits related to transit service.*

5. Since submitting the last grant application to NMDOT, has the agency had any Title VI complaints, investigations, or lawsuits related to your transit program? If yes, please complete the following table.

**No**

Type	Date	Summary	Status	Action(s) Taken
Complaints				
Investigations				
Lawsuits				

## PUBLIC PARTICIPATION ELEMENT

*FTA requires that the Title VI program include a public participation plan that includes an outreach plan to engage minority and Limited English Proficient (LEP) populations. The plan may include other constituencies that are traditionally underserved, such as people with disabilities, low-income populations, and others. Applicants to NMDOT for FTA assistance are required to comply with several requirements that help meet this Title VI requirement. These requirements include the published notice of intent to apply to NMDOT for FTA assistance and participation in the public transit-human services transportation coordinated plan development. Other public participation methods include open Board/council meetings, council meetings of cities and counties that provide local funding, transit/client advisory committees, public involvement efforts for Transit Development Plans (TDPs), passenger surveys, marketing efforts, such as booths at fairs, and presentations to service and other organizations.*

6. Are Board/council meetings open to the public?

**Yes**

7. How does grantee publicize the dates, times, and locations of Board/council meetings?

**City Council meetings are publicized in the local newspaper and on the city website.**

8. Where are Board/council meetings held?

**The meetings are held in the City Council Chambers in the City of Carlsbad building at 101 N. Halagueno.**

9. Is the location accessible to persons with disabilities?

**Yes**

10. Is transit service available to the location and during the hours of the Board/council meetings? If yes, please describe. If not, does grantee offer transportation to the meetings upon request?

**Yes. The council meetings are the first and third Tuesday of the month at 6:00 p.m. Our transit service operates until 9:30 p.m. Monday through Friday.**

11. What other efforts has the agency made to ensure that transit riders or clients can attend Board/council meetings?

**The information is available to everyone through the website and newspaper and through word of mouth.**

12. Does grantee rely on any counties or cities for funding? If yes, please describe how interested parties can comment on your budget and services at city and town council meetings.

**The City of Carlsbad funds the transit. We do not receive any county funding. The agenda and agenda packet for city council meetings are publicized in the city website. The announcement for city council**



meeting is publicized in the newspaper, radio stations, and website. If there is anything that transit needs approval for from the council, the agenda will note it.

13. Discuss any other outreach efforts, including transit advisory committees, procedures for soliciting comments for fare increases and service changes, passenger surveys, public involvement for transit development plans, presentations, etc.

**We just completed a survey from our passengers and several presentations are planned for this year and the coming year.**

#### **LIMITED ENGLISH PROFICIENCY (LEP) ELEMENT**

*FTA requires that the Title VI program include a plan for providing language assistance to LEP persons. An LEP person is someone “who speaks English less than very well,” as per US Census Bureau designation. To document what languages are spoken by LEP persons and to help determine what language assistance efforts the grantee should undertake, FTA requires that the grantee analyze the following four factors:*

- *the number and proportion of LEP persons served or encountered in your service area*
- *the frequency with which LEP individuals come into contact with your transit service*
- *the nature and importance of your transit service*
- *the language assistance resources potentially available to assist LEP persons*

*By completing this questionnaire, the grantee will have completed the required four-factor analysis.*

*The primary source data on LEP populations is the U.S. Census. We have provided a table for each grantee to fill with Census data. To look up the 2010 Census data:*

- Go to [US Census Fact Finder](#)
- Search each county or city in the service area
- Select American Community Survey “Education, Marital Status, Relationships, Fertility,.....”
- Scroll down to “language spoken at home”

*Please add columns, if needed.*

<b>Table 1</b> <b>2010 Census Numbers for LEP Persons Residing within the Service Area</b>					
<b>Population 5 Years and Over by Language Spoken at Home and Ability to Speak English</b>	<b>City/County 1</b>	<b>City/County 2</b>	<b>City/County 3</b>	<b>Total</b>	<b>Percentage of Population 5 Years and Older</b>
<b>Population 5 Years and Over</b>	31,822	49,878			
Speak English less than “very well”	1,591	2,983			
<b>Spanish</b>	8,219	14,797			
Speak English less than “very well”	1,569	2,961			
<b>Other Indo-European</b>	150	162			
Speak English less than “very well”	9	9			
<b>Asian and Pacific Island</b>	0	0			
Speak English less than “very well”	0	0			
<b>All Other</b>	85	159			
Speak English less than “very well”	13	13			

*Survey staff members, including bus drivers, reservationists/dispatchers, customer service agents, and office personnel, to determine the frequency of contact with LEP persons, what languages are spoken by these persons, and the languages they speak and/or understand. Attachment C presents a sample survey form. After conducting the survey, please complete the following table. (All 5311 providers need to complete the survey. 5310 providers not conducting the survey should not complete the table and answer question 14.)*

<b>Table 2</b> <b>Frequency of Contact with LEP Persons</b>	
<b>Frequency</b>	<b>Languages Spoken by LEP Persons</b>
Daily	<b>Spanish 43%</b>
Weekly	<b>Spanish 29%</b>
Monthly	<b>Spanish 12%</b>
Less frequently than monthly	<b>Spanish 16%</b>

14. If grantee has not completed Table 2, discuss the frequency of contact with LEP persons and the languages spoken by these persons. (5310 only)

**N/A**

15. Provide a description of your service (type, days and hours) and list the major activity centers served (communities, employers, Rail Runner stations, park and ride lots, government and human service agencies, medical facilities, shopping centers, and recreational facilities). This information can be found in your most recent grant application.

**Carlsbad Transit provides fixed route service-Monday through Friday 7:00 a.m. to 6:00 p.m./ Demand response service Monday through Friday 5:00 a.m. to 9:30 p.m./ADA complementary paratransit service Monday through Friday 5:00 a.m. to 9:30 p.m. The demand response and ADA services are provided in the Village of Loving, the City of Carlsbad and up to seven miles outside of the Carlsbad city limits. These two services provide transportation to any location including the medical facilities, shopping centers, mall, grocery stores, human service agencies, and all other government agencies. The fixed route also provides transportation to all the above mentioned activity centers because the route goes by most of these locations every hour. The fare for the demand response is \$2.00 with a one day prior reservation and \$5.00 for same day service when available. The fare for the fixed route is \$.50 cents per ride. The fare for the ADA paratransit service is \$1.00 per ride with a one day prior reservation and requires documentation to determine eligibility. Reservations can be made by phone at (575) 887-2121 or via email at [transit@cityofcarlsbadnm.com](mailto:transit@cityofcarlsbadnm.com).**

16. Discuss trip purpose from passenger surveys or transit development plans, if conducted.

**The trips were for medical appointments, shopping, school, recreational facilities, human service agencies, and employment.**

17. Does staff speak languages other than English? If so, what languages? What percentage of staff speaks another language? Does grantee utilize staff to translate?

**Yes. 85% of the drivers, one dispatcher and the transit manager speak Spanish.**

18. Has grantee translated documents into Spanish or another language? If yes, please list the documents and the languages they are translated into.

**The documents translated at this time are: Title VI Notice, ADA paratransit application, customer comment form, fixed route schedule, customer service policy posted in buses, and some brochures.**

19. Does the agency use Google Translate for your web site? If yes, what languages?

**Google are partially used for Spanish translations.**

20. What other language assistance efforts is the agency undertaking?

**Non Spanish speaking staff members are provided with a cheat sheet with transportation terms or they call the transit office for assisting with translations.**

21. Has the agency made arrangements with other organizations to provide language assistance efforts?  
If yes, what organizations and what services?

**The transit has not made any arrangements with any organizations except for referrals.**

22. How are LEP persons notified of language assistance services?

**We refer passengers to the Adult Basic Education program or to the Carlsbad Literacy Center. Both agencies have language assistance programs.**

23. Discuss outreach programs, such as travel training, school presentations, and community presentations and if these efforts potentially reach LEP persons.

**Presentations have been made to the Adult Basic Education program, Carlsbad Literacy, Low Vision Support Group, Carlsbad Disability Committee, Carlsbad Mental Health which is now Turquoise Health and Wellness, the Treasure House (part of Turquoise Health and Wellness) New Mexico Human Services, the Eddy County Extension Office, and Carlsbad Battered Shelter.**

24. Describe how language assistance efforts are monitored, evaluated, and updated.

**In order to monitor language assistance, I visited and obtained signatures from several organizations to inquire as to what other languages they encountered besides Spanish. They all stated that Spanish was the only language besides English that they encounter. The organizations were: NM Human Services, City Water Department, City Police Department, Retired Senior Volunteer Program, Southeastern New Mexico Community Action, City Senior Citizens Program, Carlsbad Municipal Schools, St. Edwards Church, and San Jose Church.**

25. Describe how employees are trained in language assistance efforts.

**They are provided with a copy of Basic Spanish for Transit Employees.**

26. Please provide an estimate of what language assistance efforts cost the agency annually.

**Costs for marketing and compliance material are borne within the yearly budget and are not a cumbersome administrative budget.**

## **PLANNING AND ADVISORY BOARDS**

*FTA requires that the Title VI program present the racial make-up of all transit-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is*

*selected by the recipient, and a description of the efforts to encourage the participation of minorities on such committees.*

27. List all transit-related advisory boards and committees and the purpose of each.

**Our advisory board is the Carlsbad City Council.**

28. How are members selected?

**The city council is voted in.**

29. What is the racial makeup of each board and committee?

**The council is made up of eight members of which three are Hispanic.**

30. What efforts are undertaken to encourage participation of minorities on these committees?

**They are voted in so the public decides the participation of minorities.**

## **SUBGRANTEES**

*FTA requires the Title VI program to include procedures for monitoring subgrantees for compliance with Title VI.*

31. Does grantee provide any FTA funds to any other transit-related agency? If yes, this is a subgrantee. Please list them. How does the agency monitor subgrantees for compliance with Title VI?

**No**

## **FACILITY LOCATION EQUITY ANALYSIS**

*FTA requires the Title VI program to include procedures for ensuring an equity analysis of facility locations is conducted during the planning for a construction of a new facility. The Transit and Rail Division ensures compliance with this requirement when providing FTA funding for a new facility.*

## **FIXED-ROUTE SYSTEMWIDE SERVICE STANDARDS**

*The remaining questions only apply to operators of fixed-route service. Grantees that only provide demand-response service can stop here. Please note that all 5310-provided service and route deviation service are considered demand-response service for the purposes of Title VI.*

*FTA requires operators of fixed-route service to set system wide service standards for each fixed-route mode of service provided and include the standards in the Title VI program. The service standards must address vehicle loads, headways, on-time performance, and service availability.*

32. What types of fixed-route bus service does grantee provide (local, express, commuter)?

**It provides local service.**

#### **Vehicle Load (Capacity) Standards**

33. Has grantee adopted vehicle capacity standards? If yes, what are they?

**Yes. All of our vehicles are 13 passengers and under. Our drivers are not required to have a CDL.**

34. Does grantee allow standees on buses for each type of service provided? If no, please explain.

**No. Our policy states all passengers must be seated and wearing a seat belt.**

35. Does grantee allow standees on buses for at all times of the day (peak and off-peak)?

**Standees are not allowed.**

36. Has grantee adopted the manufacturers' capacity standards for seated and standing passengers?

**Yes**

37. Does grantee regularly have standees on buses? If yes, does grantee have plans to increase the amount of service to reduce the number of standees?

**N/A**

#### **Vehicle Headway Standards**

38. Has grantee adopted vehicle headway standards? If yes, what are they?

**Yes. They are set for an hour between each bus on the fixed route.**

39. What are the headways for each type of fixed-route service?

**The headways are for an hour because we only have a local fixed route.**

40. Are the headways the same for peak and off-peak hours? If no, discuss the differences.

**The headways are the same for peak and off peak hours.**

41. What are the headways for evening service?

**Our last pickup on the fixed route is at 6:00 p.m. We have no evening service.**

42. What are the headways for Saturday and Sunday service?

**We do not have weekend service.**

43. How has grantee set the headways?

N/A

#### On-time Performance Standards

44. What is the on-time performance standard(s)?

**Passengers on the demand response service must be ready and waiting to board the transit vehicle at least (15) minutes before scheduled pickup time and up to (15) minutes after the scheduled pick-up time. Our on time performance for the demand response service is at 98%. On the fixed route, typically the bus is no more than five minutes late unless there is an extenuating circumstance such as vehicle breakdown.**

45. Has grantee set a system wide goal for on-time performance? If yes, what is the goal?

**99%**

46. Does grantee have problems with on-time performance?

**No**

#### Service Availability Standards

47. What criteria are used to decide where to locate local fixed-route service?

**The locations were selected from the stops that our demand response passengers travel to on a daily basis. The medical center and medical offices, Walmart, With the help of the City of Carlsbad's ADA committee and the City Planner, we were able to locate the stops that the ADA committee felt would be safe and where they were able to maneuver a wheelchair.**

48. Does grantee provide general public demand responsive service in areas service by fixed routes? If no, how far from the fixed-routes does grantee provide general public demand-response service?

**Demand response service is provided in all the areas served by the fixed route but with longer hours than the fixed route.**

49. Discuss spacing of bus stops, if used.

**Most of the bus stops are spaced from 1/10<sup>th</sup> of a mile to one half mile. We have one stop that is over a mile from the last stop. That is also the last stop in the south route before the bus returns back to the transit facility for the transfer to the north route.**

50. Discuss grantee policy regarding activity centers served (employers, shopping centers, hospitals, clinics, senior housing centers, Rail Runner stations, city halls, etc.)

**Carlsbad Transit has three policies, the Demand Response Policy, the ADA Complementary Paratransit Policy, and the Fixed Route Policy. The senior housing centers and nursing homes are located on the north and south fixed route. Most, if not all, of the nursing home residents have filled out applications and are eligible for the ADA paratransit rides at the fare of \$1.00. Some of the residents from the senior housing complex residents have also applied and are eligible for the ADA paratransit rides. Other than those two locations, the policies remain the same as any other location.**

#### **FIXED-ROUTE SYSTEMWIDE POLICIES**

*FTA requires operators of fixed-route service to set system wide policies for each fixed-route mode of service provided and include the policies in the Title VI program. The policies must address distribution of service amenities, such as passenger shelters, and the assignment of buses to garages and routes.*

51. Describe the passenger amenities, such as passenger shelters, benches, and waste receptacles and where are they located?

**The only amenities we have are benches and three bus shelters. They are located next to the bus stop sign.**

52. How does grantee determine where to place each type of passenger amenity?

**It is determined by the safety of the location, the particular business where the bus stop is located, and by the logistics of the stop. We do not have amenities at every bus stop.**

53. How does grantee distribute route and schedule information?

**Schedules are posted under the bus stop signs. Schedules are also placed at the city library, income support office lobby, medical facilities, recreation centers, motels, hospital, and city website.**

54. What kind of route and schedule information, if any, is provided at bus stops?

**Route schedules, transit phone number and the transit location addresses.**

55. Discuss implementation or plans for electronic/passenger information for bus departures and arrivals, if any.

**We do not have plans for any electronic /passenger information at this time.**

56. Discuss the number of bus garages/storage locations, how buses are allocated to the different locations? If only one location, respond "N/A".

**N/A**



57. How are buses assigned to routes? **We use the vans that are ADA compatible and have a 13 passenger capacity. We are able to use the same vans for demand response and the fixed route.**

**Attachment A**  
**Title VI Notice to the Public**

**Long Title VI Notice in English and Spanish**

**Notifying the Public of Rights under Title VI - English**

- The New Mexico Department of Transportation operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with The New Mexico Department of Transportation.
- For more information on the New Mexico Department of Transportation's civil rights program, and the procedures to file a complaint, please call 1-800-554-0936 or (505) 827-1774, email: [damian.segura@state.nm.us](mailto:damian.segura@state.nm.us); or visit our administrative offices at 1596 Pacheco St., Santa Fe, NM 87505. For more information, visit [www.dot.state.nm.us](http://www.dot.state.nm.us).
- A complainant may file a complaint directly with the Federal Transit Administration (FTA), Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590. Phone: (202)366-4043.
- If information is needed in another language, please contact 1-800-554-0936 or (505) 827-1774.

**Notificación al Público de los Derechos Garantizados por Título VI - Español**

- El Departamento de Transporte del estado de Nuevo México opera sus programas y servicios, sin distinción de raza, color y origen nacional, según el Título VI de la Ley de Derechos Civiles. Cualquier persona que cree o que ha sido perjudicada por una práctica discriminatoria ilegal bajo el Título VI, puede presentar una queja con el Departamento de Transporte de Nuevo México.
- Para obtener más información sobre el programa de derechos civiles del Departamento de Transporte de Nuevo México o para obtener más información sobre los procedimientos para presentar una queja, llame al 1-800-554-0936 o al (505) 827-1774. Email: [damian.segura@state.nm.us](mailto:damian.segura@state.nm.us), o visite nuestras oficinas administrativas en 1596 Pacheco St., Santa Fe, NM 87505. Para obtener más información, visite [www.dot.state.nm.us](http://www.dot.state.nm.us)
- Un demandante puede presentar una queja directamente a la Administración Federal de Tránsito (FTA), Oficina de Derechos Civiles, Atención: Coordinador del Programa de Título VI, East Building, 5th Floor TCR, 1200 New Jersey Ave, SE, Washington. , DC 20590. Teléfono: (202) 366-4043
- Si se necesita información en otro idioma, por favor póngase en contacto con 1-800-554-0936 or (505) 827-1774.

**Attachment A**  
**Title VI Notice to the Public**

**Short Title VI Notice in English and Spanish**

NMDOT operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the 1964 Civil Rights Act. To find out more about our nondiscrimination obligations, to file a complaint, or to request this information in another language, please contact us at NMDOT Title VI Coordinator, PO Box 1149, Santa Fe, NM 87504-1149 or 1-800-554-0936 or (505) 827-1774.

El Departamento de Transporte del estado de Nuevo México opera sus programas y servicios, sin distinción de raza, color y origen nacional, según el Título VI de la Ley de Derechos Civiles. Para obtener más información sobre el programa de derechos civiles del Departamento de Transporte de Nuevo México o para obtener más información sobre los procedimientos para presentar una queja, llame al NMDOT Title VI Coordinator, PO Box 1149, Santa Fe, NM, 1-800-554-0936 o al (505) 827-1774.

**Attachment B**  
**Title VI Complaint Form and Instructions**

**Title VI Complaint Procedures**

The complaint procedures cover the following:

- Title VI of the Civil Rights Act of 1964
- Section 504 of the Rehabilitation Act of 1973
- Civil Rights Restoration Act of 1973
- Civil Rights Restoration Act of 1987
- Americans with Disabilities Act of 1990
- Executive Order 12898
- Executive Order 13166

Any person believing he or she has been excluded from, denied participation in, denied the benefits of, or otherwise has been subjected to discrimination under any NMDOT service, program or activity (whether Federally funded or not) due to that person's race, color, national origin, gender, age, disability, economic status, or limited English proficiency has the right to file a complaint.

**Title VI Complaint Reporting**

An individual, group of individuals or entity may file a formal Title VI complaint with NMDOT. Complaints shall be submitted to the NMDOT Title VI Coordinator (at the OEOP) in writing, signed and dated, within 180 days of the alleged discriminatory act (or latest occurrence). The complaint should be submitted to the following address:

Attn: Title VI Coordinator  
Office of Equal Opportunity Programs  
1596 Pacheco Street  
Suite 107  
Santa Fe, NM 87505

The complaint should include the name, address, phone number and signature of complainant. The formal complaint should describe the alleged discriminatory act that violates Title VI in detail.

Title VI complaints may also be filed directly with the United States Department of Transportation (USDOT), Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) or the Federal Railroad Administration (FRA) within the 180 day period of the alleged discriminatory act (or latest occurrence).

The Title VI Coordinator will be responsible for notifying the respondent(s) of the complaint within five working days of receipt. A copy of the complaint will also be forwarded to the alleged discriminatory sub-contractor official. The Title VI Coordinator's name and telephone number shall be included. Additionally the Title VI Coordinator will forward a copy of the complaint to the NMDOT Office of General Counsel for review.

**Attachment B**  
**Title VI Complaint Form and Instructions**

**Title VI Complaint Investigations**

An investigation by the Title VI Coordinator or an otherwise qualified investigator will be initiated within 15 working days of receipt of the complaint.

The complainant should submit any documentation he/she perceives as relevant to proving his/her complaint.

The respondent will be given the opportunity to respond to all aspects of the complainant's allegations.

The Title VI Coordinator or qualified investigator will determine, based on relevancy or duplication of evidence, which witnesses will be contacted and questioned.

Once the investigation is completed, a final report will be provided to the respondent, the complainant and the appropriate USDOT agency. The final report will include the following:

- The written complaint containing the allegations, basis, and date of filing;
- Summarized statements taken from witnesses;
- Findings of fact;
- Conclusions (based on all evidence in the record) that the complaint is substantiated or unsubstantiated;
- Action(s) the respondent must take to correct deficiencies and to ensure Title VI compliance (if applicable);
- If corrective action(s) is required the respondent will be given thirty calendar days to inform the Title VI Officer of the actions taken for compliance;
- The respondent may implement corrective actions after the initial thirty calendar days with projected time period(s) in which those actions are scheduled to be completed. All corrective actions must be implemented within sixty calendar days;
- If the corrective action(s) have not been completed within the initial thirty day time period allowed, the respondent will be found to be in noncompliance with Title VI and implementing rules and regulations, and a referral will be made to NMDOT for further action in regards to noncompliance.

The complainant and respondent shall be notified of all appeal rights pursuant to 49 CFR 21.

**Title VI Complaints Log**

The NMDOT Title VI Coordinator shall maintain a log of Title VI complaints received. The log shall include the date the complaint was filed, a summary of the allegations, the status of the complaint, and actions taken in response to the complaint.

# New Mexico Department of Transportation

## Title VI Complaint Form

<b>Section I</b>			
Name:			
Address:			
Telephone (Home/Cell):	Telephone (Work):		
Email Address:			
<b>Section II</b>			
Are you filing this complaint on your own behalf: Yes <input type="checkbox"/> No <input type="checkbox"/>			
*If you answered "yes" to this question, go to Section III.			
If you answered "no" please enter the name and relationship of the person you are filing the complaint against:	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="padding: 5px;">Name:</td></tr><tr><td style="padding: 5px;">Relationship:</td></tr></table>	Name:	Relationship:
Name:			
Relationship:			
If you are filing a complaint as a third party, please explain why in the space below:			
Have you have obtained permission of the aggrieved party if you are filing on behalf of a third party: Yes <input type="checkbox"/> No <input type="checkbox"/>			
<b>Section III</b>			
I believe the discrimination I experienced was based on (check all that apply): <input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin			
Date of Alleged Discrimination (Month, Day, Year):	Date:		
Explain, as clearly as possible, that happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as the names and contact information of any witnesses. If more space is needed please attach			

**Attachment B**  
**Title VI Complaint Form and Instructions**

additional sheets to this form:

**Section IV**

Have you previously filed a Title VI complaint with the New Mexico Department of Transportation (NMDOT)? Yes ☐ No ☐

**Section V**

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court? Yes ☐ No ☐

If yes, please check and name all that apply:

☐ Federal Agency: \_\_\_\_\_

☐ Federal Court: \_\_\_\_\_

☐ State Agency: \_\_\_\_\_

☐ State Court: \_\_\_\_\_

**Attachment B**  
**Title VI Complaint Form and Instructions**

☐ Local Agency: \_\_\_\_\_

Please provide information about a contact person at the agency/court where the complaint was filed.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Section VI**

Name of agency complaint is against:

Contact person:

Title:

Telephone number:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please submit this form in person at the address below, or mail form to:

Damian Segura, NMDOT Title VI Coordinator  
1596 Pacheco St. Suite 107  
Santa Fe, NM 87505



**Attachment B**  
**Title VI Complaint Form and Instructions**

	<b>Date (Month, Day, Year)</b>	<b>Summary (Include basis of complaint: race, color, or national origin)</b>	<b>Status</b>	<b>Actions(s) Taken</b>
<b>Investigations</b>				
1.				
2.				
3.				
4.				
<b>Lawsuits</b>				
1.				
2.				
3.				
4.				
<b>Complaints</b>				
1.				
2.				
3.				
4.				

**Attachment C**  
**Staff Survey Form**

**STAFF LEP SURVEY**

[Agency] is studying the language assistance needs of its riders so that we can better communicate with them and increase ridership. Please complete the following survey and return it to [Name of Program Manager by date].

How often do you come into contact with passengers who do not speak English or have trouble understanding you when you speak English to them? (Circle one)

Daily                  Weekly                  Monthly                  Less frequently than monthly



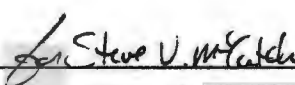
What languages do these passengers speak? Please list.

What languages other than English do you understand or speak?

Would you be willing to serve as a translator when needed?

**CITY OF CARLSBAD**  
**AGENDA BRIEFING MEMORANDUM**

Council Meeting Date: 25 March 2014

<b>DEPARTMENT:</b> Legal	<b>BY:</b> E. Riordan 	<b>DATE:</b> 20 March 2014				
<b>SUBJECT:</b> Consider Approval of Agreement Between the City and Gregory Rockhouse Ranch, Inc. Regarding Use of a 10,000 Barrel Reservoir.						
<b>BACKGROUND, ANALYSIS AND IMPACT:</b> (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)  Within the City's Double Eagle water system is a 10,000 barrel water tank. It is older and in poor shape. The City does not use the tank. It needs extensive work before it could be put to use. Gregory Rockhouse Ranch, Inc. has proposed to lease the tank from the City to store its water. The water would not be from the Double Eagle system but from other sources.  Under the terms of the proposed agreement, Gregory would be responsible for applying for and obtaining the State Land Office's permission to use the reservoir. It would also have to repair the tank to American Water Works Association standards. The repairs, construction, improvements, and additions to the tank would become the City's property. Gregory would pay the City \$500 / year and any costs or fees due to the State Land Office for the tank and Gregory's use of it. The agreement is for five years.						
<b>DEPARTMENT RECOMMENDATION:</b>  Approve the proposed agreement.						
<b>BOARD/COMMISSION/COMMITTEE ACTION:</b> <table style="width: 100%; border: none;"><tr><td style="width: 33%; vertical-align: top;"><input type="checkbox"/> P &amp; Z <input type="checkbox"/> Museum Board <input type="checkbox"/> Library Board</td><td style="width: 33%; vertical-align: top;"><input type="checkbox"/> Lodgers Tax Board <input type="checkbox"/> San Jose Board <input type="checkbox"/> North Mesa Board</td><td style="width: 33%; vertical-align: top;"><input type="checkbox"/> Cemetery Board <input type="checkbox"/> Water Board <input type="checkbox"/> _____ Committee</td><td style="width: 10%; vertical-align: top; text-align: right;">} <input type="checkbox"/> APPROVED } } <input type="checkbox"/> DISAPPROVED</td></tr></table>			<input type="checkbox"/> P & Z <input type="checkbox"/> Museum Board <input type="checkbox"/> Library Board	<input type="checkbox"/> Lodgers Tax Board <input type="checkbox"/> San Jose Board <input type="checkbox"/> North Mesa Board	<input type="checkbox"/> Cemetery Board <input type="checkbox"/> Water Board <input type="checkbox"/> _____ Committee	} <input type="checkbox"/> APPROVED } } <input type="checkbox"/> DISAPPROVED
<input type="checkbox"/> P & Z <input type="checkbox"/> Museum Board <input type="checkbox"/> Library Board	<input type="checkbox"/> Lodgers Tax Board <input type="checkbox"/> San Jose Board <input type="checkbox"/> North Mesa Board	<input type="checkbox"/> Cemetery Board <input type="checkbox"/> Water Board <input type="checkbox"/> _____ Committee	} <input type="checkbox"/> APPROVED } } <input type="checkbox"/> DISAPPROVED			
<b>Reviewed by:</b> <b>City Administrator:</b>   <b>Date:</b> <u>20 March 2014</u>						

**ATTACHMENT(S):**

Agreement Between the City and Gregory Rockhouse Ranch, Inc. Regarding Use of a 10,000 Barrel Reservoir

**AGREEMENT BETWEEN THE CITY OF CARLSBAD AND  
GREGORY ROCKHOUSE RANCH, INC. REGARDING  
USE OF A 10,000 BARREL RESERVOIR**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the CITY OF CARLSBAD, New Mexico, a municipal corporation (hereinafter referred to as "City") and the GREGORY ROCKHOUSE RANCH, INC., a New Mexico corporation, (hereinafter referred to as "Gregory").

WHEREAS, the City of Carlsbad owns and operates an industrial water system commonly known as the Double Eagle Water System; and

WHEREAS, the Double Eagle Water System includes a water tank commonly known as the 10,000 barrel reservoir in Eddy County, NE1/4, NE1/4 Section 12, Township 27 South, Range 28 East, and more particularly shown on Exhibit "A" attached hereto and incorporated herein, (hereinafter referred to as "the Reservoir"); and

WHEREAS, the City does not currently use the Reservoir for water storage;

WHEREAS, Gregory Rockhouse Ranch, Inc. wishes to use the Reservoir for the storage of water for resale to oil and gas operations in the area.

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

1. **Use of the Reservoir.** Upon Gregory's performance of the terms and covenants of this Agreement, the City hereby agrees to permit Gregory to use the Reservoir to store water for resale by Gregory to oil and gas operations in the area. This Agreement includes only the Reservoir itself. It does not include the use of any pipes or valves currently at the Reservoir site.

2. **AS IS Condition of the Reservoir.** Prior to the commencement of this Agreement, Gregory has fully examined and inspected the Reservoir to its satisfaction, and all fixtures, improvements, and appurtenances to it, if any. Gregory accepts the Reservoir and such fixtures, improvements, and appurtenances in their existing condition and state of repair. Gregory accepts them in an **AS IS CONDITION**. Gregory agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of the City in any respect thereto, including, but not limited to their suitability for any purpose, and the City shall in no event be liable for any latent defects.

3. **Requirements Prior to Use of the Reservoir.** Before Gregory may make any use of the Reservoir:

A. **SLO Approval.** Prior to any use of the Reservoir, Gregory shall apply for and obtain the written approval of the New Mexico State Land Office of its use of the Reservoir pursuant to this Agreement. Gregory shall provide the City with a copy of its application to the State Land Office and the written approval or other response of State Land Office. If the State Land Office does not grant its approval, this Agreement shall terminate without penalty to either party.

1 B. **Repair to Reservoir.** Gregory shall repair the Reservoir to its satisfaction. Such  
2 repairs shall be done in complete accordance with all applicable standards of the American  
3 Water Works Association ("AWWA").

4 C. **Pipeline Installation.** Gregory shall install any and all pipelines into or out of the  
5 Reservoir in compliance with the lease held by the City from the State Land Office.

6 D. **Cut Off Valve and Back Flow Preventer.** Gregory shall verify that the existing cut  
7 off valve and a back flow preventer on its side of the water meter are of the proper size and  
8 in proper working condition to meet City standards. Gregory shall maintain the cut off valve  
9 and back flow preventer in proper working order.

10 E. **Air Gaps.** Gregory shall install an air gap at the Reservoir and shall require all those  
11 taking water from the Reservoir to install air gaps at the water's point of discharge at all  
12 storage reservoirs. Gregory shall maintain all air gaps in proper working order and shall  
13 require those taking water from the Reservoir to also so maintain all air gaps.

14  
15 4. **Use of the Reservoir.**

16 A. **Permitted Uses.** Gregory shall have the use of the Reservoir solely for the storage  
17 of water for resale to oil and gas operations in the area. Gregory shall not deliver water at  
18 the Reservoir. Gregory shall transport the water stored in the Reservoir to another site or  
19 sites for delivery. Gregory shall not engage in any use of the Reservoir which is not directly  
20 related to that permitted use without obtaining the prior written approval of the City  
21 Administrator. Such additional authorized uses, if any, shall be subject to those terms and  
22 conditions as may be set forth in the written approval. All activities at the Reservoir shall  
23 be done in compliance with the lease agreement between the City and the State Land Office  
24 and in compliance with all requirements set by the State Land Office in its written approval  
25 of Gregory's use of the Reservoir.

26 B. **Standards.** Gregory shall ensure that the use, operation, and maintenance of the  
27 Reservoir shall conform at all times with all applicable laws, ordinances, rules, regulations,  
28 and policies, including but not limited to the AWWA and the lease agreement between the  
29 City and the State Land Office, as they are now and as they may be made or amended from  
30 time to time. In the event this covenant is breached in any manner, Gregory shall  
31 immediately notify the City in writing and Gregory shall cease all use of the Reservoir.

32 C. **Hazards and Interference.** No use of the Reservoir shall in any manner interfere  
33 with the operations of or constitute a hazard to the Double Eagle Water System. In the event  
34 this covenant is breached, Gregory shall cease all use of the Reservoir and the CITY shall  
35 have the right to enter upon the Reservoir and cause the abatement of such interference or  
36 hazard at the expense of Gregory.

37 D. **Inspection.** Gregory shall allow representatives of the City to inspect the Reservoir  
38 and all improvements and appurtenances, including, but not limited to, the cut off valve(s),  
39 back flow preventer(s), air gaps, water system and storage facilities to assure compliance  
40 with this Agreement.

41  
42 5. **Term.** The term of this Contract shall be for five (5) years beginning the \_\_\_\_ day of \_\_\_\_  
43 \_\_\_\_\_, 2014 and terminating on the \_\_\_\_ day of \_\_\_\_\_, 2019.

1       **6.       Payment and Compensation.**

2       **A.       SLO Rent.** Gregory shall be solely responsible for the timely payment of any and  
3       all rent, taxes, fees, or other amounts, if any, which may be assessed by the State Land Office  
4       against the Reservoir, or any equipment or other property belonging to Gregory related to the  
5       Reservoir, or which arise in any manner from this Agreement. Gregory shall present the City  
6       with written proof of the amount or amounts due the State Land Office, the due date of the  
7       amount or amounts, and payment thereof. Gregory shall provide such written proof to the  
8       City within five (5) days of due date of the amount or amounts.

9       **B.       Annual Rent.** As compensation for this Agreement, Gregory shall pay the City Five  
10       Hundred Dollars (\$500.00) each year. That compensation shall hereinafter referred to as  
11       “Rent”. The Rent shall be due on the day of the execution of this Agreement, and then on  
12       the same day of each year thereafter.

13       **C.       Due in Advance and Without Notice.** All rental payments shall be due and payable  
14       in advance and without notice. Rent shall be paid to P.O. Box 1569, Carlsbad, NM 88221-  
15       1569, Attention City Finance Director, or such other place as the City may direct in writing.

16       **D.       Late Fee.** On any rental payment made ten (10) or more days after the payment due  
17       date, Gregory shall, in addition to the Rent, pay a late charge of ten percent (10%) of the Rent  
18       for each month or part of a month that the rental payment is late.

19       **E.       No Refunds.** Gregory may terminate this Agreement pursuant to the requirements  
20       of Paragraph 23, below, however, in that event, Gregory shall not be entitled to a refund of  
21       any rent or fees of any kind paid.

22       **F.       Holding Over.** In the event Gregory shall continue to occupy the Reservoir, or any  
23       portion thereof beyond the term of this Agreement, such holding over shall not constitute a  
24       renewal of this Agreement but shall be a month-to-month tenancy only. The amount of Rent  
25       to be paid during this hold over period shall equal two (2) times the normal rent chargeable  
26       at the termination of the lease.

27  
28       **7.       Maintenance.**

29       **A.       Gregory to Maintain.** Gregory shall keep the Reservoir in good order and repair at  
30       all times and shall use all reasonable cautions to prevent waste, damage, or injury to the  
31       Reservoir and all fixtures, improvements, and appurtenances thereto. At its sole expense,  
32       Gregory shall keep, repair, maintain, improve, and operate the Reservoir and any and all  
33       fixtures, improvements, and appurtenances in a safe, sanitary, orderly, and workmanlike  
34       manner in accordance with all applicable laws, ordinances, codes, rules, regulations, and  
35       policies, including but not limited to the standards described in Paragraph 4(B), above, as  
36       such standards may be amended or superceded from time to time.

37       **B.       Right to Correct Deficiencies.** The City shall have the right to require reasonable  
38       maintenance of and repairs to the Reservoir and all fixtures, improvements, and  
39       appurtenances as required by this Agreement. Should Gregory fail to make the required  
40       corrections, the City shall have the right to terminate this Agreement without incurring any  
41       penalty or further liability.  
42  
43  
44

1       8.     **Title to Improvements.** All alterations, additions, improvements, construction, repairs, and  
2 installations on or to the Reservoir at the commencement of this Agreement and that may be erected  
3 or installed during the term of this Agreement shall become a part of the Reservoir and the sole  
4 property of the City. Gregory waives all claims for payment or offset thereof.

5  
6       9.     **Additions, Alterations, and Improvements.** No alteration, addition, improvement,  
7 construction, repair, installation, or demolition on or to the Reservoir shall be done without the prior  
8 written consent of the City Administrator. All such activity shall be performed in a workmanlike  
9 manner. Other conditions with respect to additions, alterations, improvements, construction, repairs,  
10 installations, or demolitions are as follows:

11         A.     **City Approval.** The plans and specifications for any such activity shall be submitted  
12 to the City Administrator for written approval prior to commencing such activity;

13         B.     **Filing.** Before commencement of any such activity, all plans and specifications shall  
14 be filed with, approved by, and permitted by all governmental departments and authorities  
15 having jurisdiction;

16         C.     **Licensed Contractor.** All such activity shall be done by appropriately licensed  
17 contractors and shall be done in accordance with all applicable laws, ordinances, codes, rules,  
18 regulations, and policies;

19         D.     **Standards.** All plans, additions, alterations, improvements, construction, repairs,  
20 installation, or demolition shall be done in accordance with the standards described in  
21 Paragraph 4(B), above, as such standards may be amended or superceded from time to time.

22  
23       10.    **Damage or Destruction.** If the Reservoir is damage or destroyed such that repairs cannot  
24 be commenced within six (6) months and completed within six (6) months thereafter, and if such  
25 damage or destruction was not caused in whole or in part by the acts or omissions of Gregory or its  
26 officers, directors, employees, or agents, then this Agreement may be terminated without penalty to  
27 either party. Such termination shall be effective as of the date of the occurrence of the damage or  
28 destruction, and made effective by either party hereto by serving written notice upon the other.

29  
30       11.    **Taxes, Licenses, and Permits.** Gregory shall be solely responsible for:

31         A.     **Taxes.** The timely payment of any and all taxes, if any, which may be assessed  
32 against the Reservoir or any equipment or other property belonging to Gregory related to the  
33 Reservoir, or which arise in any manner from this agreement. In the event any real estate  
34 taxes are assessed against the Reservoir during the term of this Agreement, such taxes shall  
35 be paid by Gregory.

36         B.     **Licenses and Permits.** Obtaining and paying for all licenses, permits, certifications,  
37 fees, or other authorizations or charges as required under federal, state, or local laws,  
38 ordinances, codes, rules, regulations, or policies insofar as they are necessary to comply with  
39 the requirements of this Agreement and the privileges extended hereunder.

40  
41       12.    **Right to Enter and Inspect.** The City shall have the right, at any reasonable time, to enter  
42 Gregory operations and to inspect or have a third party enter and inspect the Reservoir and all  
43 fixtures, improvements, and appurtenances.

13. **Insurance.** During the term of this Agreement and for any further time that Gregory shall hold the Reservoir:

A. **Public Liability Insurance.** Gregory shall obtain and maintain at its own expense general public liability insurance insuring against such claims and which insurance names the City as an additional insured. This insurance shall have an aggregate limit in the amount of one million dollars (\$1,000,000.00), or as required to meet the requirements of the New Mexico Tort Claims Act or its successor in law, whichever is greater.

B. **Property and Casualty.** Should it desire such insurance, Gregory shall be responsible for obtaining and maintaining, at its own expense, property and casualty insurance covering its interests in and to any and all property used in connection with the Reservoir or this agreement. The City assumes no responsibility for such property. The City, its officers, directors, employees, and agents are hereby expressly released and discharged from any responsibility whatsoever for any such property.

C. **Certificate(s) of Insurance.** All insurance shall be with a company or companies licensed and authorized to do business in the State of New Mexico. No later than the effective date of this Agreement, Gregory shall provide the City Administrator with a Certificate of Insurance reflecting the coverages specified herein and naming the City as an additional insured. Gregory shall annually furnish to the City Administrator a Certificate of Insurance for the above required insurances. Gregory shall provide the City Administrator with notice of any change thereof, and furnish to the City Administrator evidence of acquirement of a substitute therefore, and payment of the premium thereof. If Gregory should fail to maintain such insurance coverage or coverages, then the City may, at its sole discretion, obtain such insurance to insure its interests. If the City does so, it may recover the cost of that insurance from Gregory.

D. **Self-Insurance.** Gregory may self-insure by filing with the City a letter of credit in the amounts listed above and in the form approved by the City, or by filing another approved promissory or escrowed monetary instrument.

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

F. **Proceeds of City Insurance.** Gregory shall have no right or claim to any insurance benefits or proceeds from any insurance policy purchased or maintained by the City.

14. **Indemnification of City.** Gregory shall indemnify, save, and hold harmless the City, its officers, directors, employees, and agents, and shall provide such assistance as the City may require with respect to any and all claims, liabilities, obligations, governmental penalties, fines, causes of action, damages, losses, and expenses of every kind, together with any attorney's fees and litigation costs, made arising out of, or from, or associated in any manner with this Agreement.

15. **Release of Liability.** The City shall not be responsible for any personal injury, death, or property damage to Gregory, its agents, employees, officers, representatives, assigns, or invitees nor shall the City be liable to Gregory for any loss or damage to Gregory's personal property, equipment,



furniture, or fixtures arising from any cause or causes whatsoever during the term of this Agreement, or during any further time that Gregory shall use the Reservoir.

16. **Force Majeure.** The City shall not be responsible for or liable to Gregory for any loss, claim, or damage due to force majeure, acts of God, strikes, lockouts or industrial disturbances, civil disturbances, arrests and restraints, interruptions by government or court orders, present and future valid orders of any regulatory body having proper jurisdiction, acts of the public enemy, wars, riots, blockades, insurrections, inability to secure labor or materials, including inability to secure materials as a result of allocations promulgated by authorized governmental agencies, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, explosions, breakage or accident to machinery or equipment, or any other cause, whether of the kind herein enumerated or otherwise, not reasonably within the control of the City.

17. **Loss of Easement or Rights of Way.** In the event the easement or right of way for the Reservoir or any portion thereof ceases to be in effect and, if such cessation was not caused in whole or in part by the acts or omissions of Gregory or its officers, directors, employees, or agents, then this Agreement shall terminate without penalty to either party.

18. **Compliance with Laws.** Gregory shall comply with all applicable local, state, and federal laws, ordinances, codes, rules, regulations, and policies and shall obtain and maintain any and all permits, licenses, or certifications that may be necessary to carry out the operations contemplated by this Agreement. Gregory shall require all its agents, employees, officers, representatives, assigns, and invitees to comply with all applicable local, state, and federal laws, ordinances, codes, rules, regulations, and policies. Any penalties and costs levied as a result of a breach of any of applicable local, state, and federal laws, ordinances, codes, rules, regulations, and policies shall be borne solely by Gregory.

19. **Assignment, Mortgage, or Sublease.** Gregory may not assign, rent, or sublease the Reservoir or permit the Reservoir to be used or occupied by others without the prior written permission of the City. Neither Gregory nor its successors or assigns, if any, shall assign, mortgage, pledge, or encumber this Agreement in whole or in part, nor shall this Agreement be assigned or transferred by operation of law without the prior written consent of the City in each instance. If there is an approved assignment, mortgage, pledge, or encumbrance, Gregory shall continue to be liable hereunder in accordance with the terms and conditions of this Agreement and Gregory shall not be released from the performance of the terms and conditions hereof. The consent by the City to an assignment, mortgage, pledge, encumbrance, sublease, or transfer shall not be construed to relieve Gregory from obtaining the express written consent of the City to any future transfer of interest.

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

A. **Bankruptcy Filing.** If Gregory shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

1       B.     **Involuntary Proceedings.** If involuntary proceedings under any bankruptcy law or  
2     insolvency act shall be instituted against Gregory, or if a receiver or trustee shall be  
3     appointed for all or substantially all of the property of Gregory and such proceedings shall  
4     not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the  
5     institution or appointment.

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

12    D.     **Vacation of Premises.** If Gregory shall vacate or abandon the Reservoir.

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

15  
16    21.    **Effect of Default.** In the event of default hereunder as set forth in this Agreement, the rights  
17    of the City be as follows:

18       A.     **Termination of Agreement.** The City shall have the right to cancel and terminate  
19     this Agreement. On expiration of the time fixed in the notice, this Agreement and all rights,  
20     title, and interest of Gregory hereunder shall terminate in the same manner and with the  
21     same force and effect, except as to Gregory's liability, as if the date fixed in the notice of  
22     cancellation and termination were the end of the term herein originally determined.

23       B.     **Correction by City.** The City may elect, but shall not be obligated, to make any  
24     payment required of Gregory herein or comply with any agreement, term, or condition  
25     required hereby to be performed by Gregory, and the City shall have the right to enter  
26     Gregory Rockhouse Ranch and the Reservoir for the purpose of directing or remedying any  
27     such default and to remain until the default has been corrected or remedied; but any  
28     expenditure for correction by the City shall not be deemed to waive or release the default of  
29     Gregory or the right of the City to take any action as may be otherwise permissible or to seek  
30     other remedy under the law. If the City does so, it may recover the cost of such payment,  
31     compliance, or correction from Gregory and charge interest thereon at the rate of fifteen  
32     percent (15%) per annum from the time of payment.

33       C.     **Other Remedies.** The City may pursue any other remedy available at law or in  
34     equity. No right or remedy is exclusive of any other provided herein or permitted by law or  
35     equity. All such rights and remedies shall be cumulative and may be enforced concurrently  
36     or individually.

37  
38    22.    **Waiver.** Failure of the City to insist upon strict performance of any of the terms and  
39    conditions hereof shall be deemed a waiver of the rights or remedies that the City may have  
40    regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or  
41    default in any term or condition.

23. **Termination.** Either party may terminate this Agreement without cause by providing the other party with written notice of its intention to terminate this Agreement at least one hundred eighty (180) days prior to the termination date.

24. **Surrender of Possession.** On the last day of the term of this Agreement or upon the earlier termination or forfeiture of this Agreement, Gregory shall promptly, peaceably, and quietly vacate, quit, surrender, and deliver the Reservoir to the City free of subtenancies, and the City shall have the right to re-enter upon, possess, and use the Reservoir as if this Agreement had not been undertaken by the parties. Gregory shall surrender the Reservoir in at least as good order and condition as it was at the commencement of this Agreement, reasonable wear and tear excepted. Prior to the last day of the term of this Agreement or upon the earlier termination or forfeiture of this Agreement, Gregory shall clean and disinfect the Reservoir as per AWWA standards.

25. **Independent Contractor.** Gregory and its employees, officers, and agents are independent contractors and are not employees of the City. Gregory and its employees, officers, and agents shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to the employees of the City of Carlsbad as a result of this Agreement.

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

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

Gregory Rockhouse Ranch, Inc.  
c/o Larry Gregory, Vice President  
1108 West Pierce  
Carlsbad, NM 88220

The parties shall notify each other in writing of any change in the above names or addresses.

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

28. **Workers' Compensation.** Gregory agrees to comply with any and all applicable state laws, rules, and regulations regarding workers' compensation benefits for its employees. Should Gregory fail to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

29. **Successors and Assigns.** All of the terms, covenants, conditions, and agreements contained herein shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

1 30. **ARBITRATION.** SHOULD ANY DISPUTE ARISE BETWEEN THE PARTIES IN  
2 CONNECTION WITH THE AGREEMENT AND IF SUCH DISPUTE CANNOT BE RESOLVED  
3 BY DISCUSSION BETWEEN THE PARTIES, THE PARTIES AGREE TO SUBMIT THE  
4 UNRESOLVED DISPUTE TO BINDING ARBITRATION IN LIEU OF LITIGATION.  
5

6 31. **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY WAIVE THE RIGHT TO A  
7 JURY TRIAL ON ANY ISSUE ARISING OUT OF OR RELATING, DIRECTLY OR  
8 INDIRECTLY, TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED  
9 HEREBY.  
10

11 32. **New Mexico Law and Venue.** The parties agree this Agreement shall be construed and  
12 controlled by the laws of New Mexico. The parties further agree that any legal action arising out of  
13 this Agreement shall be brought in the District Court of Eddy County, New Mexico for the Fifth  
14 Judicial District. The parties expressly consent to both in personam and subject matter jurisdiction  
15 of the Eddy County District Court and agree that venue shall properly lie in the Eddy County, New  
16 Mexico District Court.  
17

18 33. **Captions.** The captions of any articles, paragraphs or sections hereof are made for  
19 convenience only and shall not control or affect the meaning or construction of any of the provisions  
20 thereof.  
21

22 34. **Exhibits.** Any instrument or document made and attached to this Agreement shall constitute  
23 a part hereof as though set forth in full in the body of this Agreement, whether made a part hereof  
24 by reference or whether made a part hereof by attachment.  
25

26  
27 **CITY OF CARLSBAD, NEW MEXICO:**  
28  
29

30  
31 \_\_\_\_\_  
32 DALE JANWAY, MAYOR  
33

34  
35 ATTESTED:  
36  
37

38  
39 \_\_\_\_\_  
40 CITY CLERK  
41  
42  
43

1  
2 **GREGORY ROCKHOUSE RANCH, INC.**


3  
4  
5   
6 LARRY GREGORY, VICE PRESIDENT

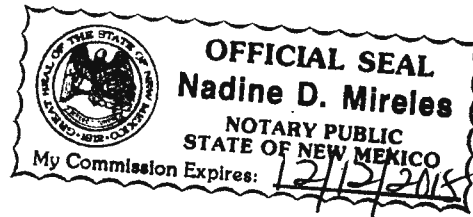
7  
8  
9  
10 STATE OF NEW MEXICO )  
11 ) ss.  
12 COUNTY OF EDDY )

13 The forgoing instrument was signed and acknowledged before me this 20<sup>th</sup> day of March, 2014, by LARRY GREGORY, Vice President, Gregory Rockhouse Ranch, Inc.

16 My Commission Expires:


17  
18 December 12, 2015

19   
20 NOTARY PUBLIC



**CITY OF CARLSBAD**  
**AGENDA BRIEFING MEMORANDUM**

Council Meeting Date: 25 March 2014

<b>DEPARTMENT:</b> Legal	<b>BY:</b> E. Riordan 	<b>DATE:</b> 19 March 2014											
<b>SUBJECT:</b> Consider approval of Second Renewal of Agreement Between the City and Carlsbad Community Anti-Drug / Gang Coalition, Inc. for the Provision of Teen Court Services													
<b>BACKGROUND, ANALYSIS AND IMPACT:</b> (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)  In 2011, the City and the Carlsbad Community Anti-Drug / Gang Coalition, Inc. entered into an agreement for the development and implementation of a Teen Court program. The agreement was renewed in 2012. The Coalition has a program coordinator who works with District, Magistrate, and Municipal Courts and Juvenile Probation and Parole to select appropriate teen defendants for participation in the program. Youth also act as prosecutors, defense counsel, and jurors. The goal is that, through the program, its alternative sentencing, and its education about the criminal justice system, juvenile crime and recidivism is reduced.  The Coalition requested \$37,000 in funding as part of the City's FY 2013-2014 budget process. Although, the City budgeted that amount, a contract was not executed by the parties. Attached is a proposed Second Renewal for FY 2013-2014 in the amount of \$37,000. As drafted, the renewal is under the same terms and conditions as the prior two terms.													
<b>DEPARTMENT RECOMMENDATION:</b>  Adopt the proposed agreement.													
<b>BOARD/COMMISSION/COMMITTEE ACTION:</b> N/A <table style="width:100%"><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">} <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
<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										
<table style="width:100%"><tr><td style="width:60%"><b>Reviewed by:</b> <b>City Administrator</b> </td><td style="width:40%"><b>Date:</b> <u>20 March 2014</u></td></tr></table> <p style="text-align:center"><i>Steve V. McCutcheon</i></p>			<b>Reviewed by:</b> <b>City Administrator</b> 	<b>Date:</b> <u>20 March 2014</u>									
<b>Reviewed by:</b> <b>City Administrator</b> 	<b>Date:</b> <u>20 March 2014</u>												

**ATTACHMENT(S):**

Second Renewal of the Agreement Between the City of Carlsbad and Carlsbad Community Anti-Drug / Gang Coalition, Inc. for the Provision of Teen Court Services

**SECOND RENEWAL OF  
THE AGREEMENT BETWEEN THE CITY OF CARLSBAD AND  
CARLSBAD COMMUNITY ANTI-DRUG / GANG COALITION, INC.  
FOR THE PROVISION OF TEEN COURT SERVICES**

THIS AGREEMENT is entered into at Carlsbad, New Mexico, this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF CARLSBAD, New Mexico, a municipal corporation, hereinafter referred to as "City" and CARLSBAD COMMUNITY ANTI-DRUG / GANG COALITION, INC., a New Mexico domestic nonprofit corporation, hereinafter referred to as the "Coalition".

WHEREAS, the goal of the teen court program is to reduce juvenile crime and recidivism rates and to educate teens about the criminal justice system; and

WHEREAS, on 26 May 2011, the City and the Carlsbad Community anti-Drug / Gang coalition, Inc. entered into an agreement pursuant to which the Coalition agreed to provide the City with complete Teen Court Services for the year beginning on 1 July 2011; and

WHEREAS, the parties renewed that agreement for the year beginning on 1 July 2012; and

WHEREAS, the Coalition requested \$37,000 in funding its teen court program as part of the City's FY 2013-2014 budget process; and

WHEREAS, the City budgeted that amount for the teen court program in its FY 2013-2014 budget; and

WHEREAS, although budgeted, the parties did not execute a contract regarding the provision of teen court services for FY 2013-2014.

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

1. The Agreement Between the City of Carlsbad and the Carlsbad Community Anti-Drug / Gang Coalition, Inc. for the Provision of Teen Court Services dated 26 May 2011, is attached and is incorporated herein and made a part of this Renewal Agreement.

2. The parties agree to renew the Agreement dated 26 May 2011, for the year beginning 1 July 2013, and ending 30 June 2014.

4. 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 except that Paragraph 2 shall be amended to state:

2. **Compensation.** In consideration for the services rendered by the Coalition to the City pursuant to this Agreement, the City shall pay the Coalition Thirty-seven thousand dollars (\$37,000.00). That sum includes all applicable taxes. Payment by

the City to the Coalition shall be made only upon receipt of an invoice from the Coalition. Each invoice shall be properly documented and supported by a report detailing the services provided by the Coalition which invoice shall be in a form approved by the City and contain at a minimum the type and quantity of activities performed, the number of participants involved, the number of trials held, and the sentencing activities imposed. Prior to receiving any compensation from the City, the Coalition shall provide the CITY with a current IRS Form W-9.


**CITY OF CARLSBAD:**

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

ATTEST:

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

**CARLSBAD COMMUNITY ANTI-  
DRUG /GANG COALITION, INC.:**

  
\_\_\_\_\_  
EVE FLANIGAN,  
PROGRAM MANAGER

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

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 2014, by Eve Flanigan, Program Manager, Carlsbad Community Anti-Drug / Gang Coalition, Inc.

My Commission Expires:

Jan 22, 2017

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



# **CULTURE, RECREATION &**



# **COMMUNITY SERVICES**

**TOTAL PATRONS SERVED:**

**45,176**

**February 2014**

# MONTHLY WORK REPORT

DEPARTMENT: GOLF COURSE	MONTH: FEBRUARY
NO. OF EMPLOYEES: 5 (ONE OFF WC 80 HRS)	NO. OF DAYS IN MONTH: 28
HOLIDAYS THIS MONTH: 0	NO. OF WORK DAYS THIS MONTH: 20

**ROUNDS PLAYED:** FEBRUARY 2014: 2,026 UP BY 301 OVER FEB 2013  
**TOTAL ROUNDS FISCAL YEAR 2013/2014:** 24,100 UP BY 1,690 OVER FY2012/2013

ROUTINE TASKS		NON-ROUTINE TASKS	
TASK	HOURS	TASK	HOURS
Mowing Fairways	8	Construction of nursery	8
Mowing Greens	12	Sweep, spray, clean Riverwalk	4
Mowing Tees	16	Gopher Control with PERC unit	28
Mowing Fringes	4	Construct fence on Muscatel Ave	394
Mowing Roughs	16	Aerify, topdress, overseed, fertilize big course greens	134
Setting Up	11		
Mower Maint. and Minor Repair	4		
Watering Trees	4		
Irrigation System Maintenance	19		
Manual Watering			
Shop Housekeeping	8		
Hand Mowing and Trimming	5		
Roll Greens	9		
Blow debris off greens, pick up branches	4		
Clean bathrooms, empty trash, move tee markers, fill water cans, check ball washers	7		
<b>TOTAL HOURS SPENT ON ROUTINE TASKS</b>	<b>127</b>	<b>TOTAL HOURS SPENT ON NON-ROUTINE TASKS</b>	<b>568</b>
<b>TOTAL GOLF COURSE HOURS</b>	<b>695</b>		

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

Steve Hendley, Golf Course Superintendent

## Monthly Report –February, 2014

Department-Airport

No. of Patron Incidents/Complaints: 0

Date of Airport Advisory Committee Meeting: February, 27

Cavern City Airport attendance --560 approx.

<b>Projects/Maintenance/F.A.A. compliance</b>	
Daylight and night-time daily inspections-perimeter check of all gates and intrusion of animals. After installation of electric fence we still have had intrusion of deer on the airport and have had to herd them off the premises. We have signs of badgers and gofers. We had to shoe off sand hill cranes and hawks to prevent air strikes.	ok
We have been hauling dirt to the front lawn to level out low areas.	ok
We have sprayed herbicide on the front entrance lawn as an annual maintenance practice.	
Now working on identified areas to keep in compliance.	ok
We are mowing airfield area to remove brush that may become habitat for wildlife.	ok
Continuing with annual Part 139 training	ok
Weekly maintenance including: cleaning of terminal, fueling and checking fluids on vehicles, running and servicing generators.	ok
Communications-(2)NOTAM issued and (1) standing NOTAM, monitoring aviation radio.	ok
Weekly cleaning of the terminal building.	ok

<b>Airport Advisory Committee Reports</b>
PAC (Planning and Advisory Committee) met on Feb. 27 with Molzen Corbin and Coffman Associates for a progress report on the Airport Master Plan. Delta Engineers are moving forwards with the bid process for the rehabilitation of Taxiway Delta.

<b>Complaint Resolution</b>
None

<b>Significant Weather Event</b>
None

<b>NM Airlines-Landing Report</b>
159- inbound      158-outbound

<b>Personnel</b>
As of February 17 we are fully staffed.

<b>Building Improvements</b>
Continuing to paint terminal building inside and out.

# CARLSBAD PUBLIC LIBRARY

## FEBRUARY 2014

### LIBRARY USAGE

#### NUMBER OF USES

Visitors (averaged)	9,312
Computer Sessions	1,870
Annex Use	24
ILL Loan items Received	66
ILL Loan Items Sent	22
Catalog Searches	3,044
Reserves Placed	264
Youth Information Requests	53
Adult Information Requests	703
Total Information Requests	756

### REVENUE & FEES

#### MONTHLY TOTALS

Fines & Fees Collected	\$1,067.00
Auto Call Fees Used	\$42.70
Overdue Postage Used	\$51.30
ILL Postage Used	\$257.76
Printing	\$672.00

### CATALOGING

#### NUMBER OF ITEMS

Items Added to Collection	290
Items Withdrawn	1,048
Items Missing	66
Total Carlsbad Items	66,942
Materials Requests Fulfilled	42

### DATABASES

#### NUMBER OF USES

A to Z Maps	2
A to Z USA	33
A to Z World Travel	0
Britannica Online	0
Gale Databases - NMSL	92
Gale Testing & Education Resource	12
Global Road Warrior	0
Atomic Training	n/a
Chilton's Auto Repair	7
Cypress Resume	6
Mango Language	13
TOTAL DATABASE USAGE	165

### ACTIVITIES

#### NUMBER SESSIONS / EVENTS

Preschool Story Time	6
Toddler Time	3
Summer Reading - Children	0
Summer Reading - Teen	0

### CIRCULATION

#### NUMBER OF ITEMS

Books	3,652
Large Print Books	327
Graphic Novels	172
E-Books	211
Audio Books	451
E-Audio Books	107
Software	11
Music	9
Videos	666
Magazines	86
E-Magazines	29
Paperbacks	949
Reference	0
Nook eReader	2
TOTAL ITEMS CIRCULATED	6,672
Adult Items Circulated	3,299
Teen Items Circulated	242
Children's Items Circulated	3,130

### PATRONS

#### NUMBER OF PERSONS

New Patrons This Month	243
Total Patrons Registered	10,486
Adult Patrons This Month	4,211
Juvenile Patrons This Month	1,879
Unresolved Member Problems	56
Incidents	0
Axis 360 Users This Month	3
New One Click Digital Users	7
Dear Reader Subscribers	160

### OTHER SERVICES

#### NUMBER OF SERVICES

Archival Requests	2
NFTR Videos	9
Tests Proctored	4
Newspaper Features	4
Television features	0
Radio features	0
Facebook posts	8

### ATTENDANCE

#### NUMBER OF PERSONS

Preschool Story Time	119
Toddler Time	99
Summer Reading - Children	0
Summer Reading - Teen	0

Tours	1
Outreach	3
Teen Programs	0
Adult Programs- Library Lovers	2
Book Fair - Friends Annual Sale	0
Special Activities - Lego Club	1
Technology Classes	7
<b>TOTAL</b>	<b>23</b>

Tours	7
Outreach	86
Teen Programs	0
Adult Programs	42
Book Fair (est)	0
Special Activities	12
Technology Classes	48
<b>TOTAL</b>	<b>413</b>

## LIBRARY NEWS

New LED lights were installed in the Library Annex this month, phasing out the T-12 florescents. A safety inspection was conducted at the library by the City Safety Committee. Few problems were found and were quickly corrected. Three metal cabinets were donated to CPL by the Artesia Public Library, as they ready for the grand opening of their new library building.

### Board Directives and Committee Reports

The Board approved an update to the library circulation policy and the placement of FAAV approved artwork on the building near the library entrance at a future date.

### Special Programs, Events, Outreach

Our holiday technology classes were a success! We had 48 participants in February! We also had two special activities for adults in honor of Library Lovers Month. Library visitors got to participate in our "Red Hot" guessing game, where the winner won a Valentine's Day gift basket. We also had "Blind Date With a Book." All participants won a prize, but the grand prize winner won a special gift basket. Beth attended a literacy workshop this month to get ideas for having an informal weekly "reading lab" as part of our summer programs for children.

### Incidents/Complaints and Resolution

None

**Monthly Report  
for  
February, 2014**

<b>Department:</b>	Carlsbad Museum & Art Center
<b>No. of Patrons Served:</b>	469
<b>No. of Incidents / Complaints:</b>	0
<b>Date of Next Board Meeting:</b>	Wednesday, March 19, 2014, 1:30 PM
<b>Activities / Projects / Attendance</b>	
An exhibit entitled Impromptu! opened on February 3 <sup>rd</sup> . This exhibit featured recycled, upcycled, repurposed works from various artists across New Mexico. This was a community generated exhibit. We asked the community to submit their own art. It was very well received by patrons.	
Dave Morgan attended the CAAA Board meeting to discuss exhibit schedule on February 4 <sup>th</sup> .	
Dave Morgan and Cassie Parks were interviewed by Bob Scholl for the <i>Faces of Carlsbad</i> local television show February 5 <sup>th</sup> .	
Dave Morgan, Zuzana Cartwright and Cassie Parks visited the Hubbard Museum in Ruidoso Downs to look at the <i>Time Exposures: Picturing History of the Isleta Pueblo during the 19<sup>th</sup> Century</i> exhibit and determine if appropriate for the CMAC.	
Dave Morgan, Zuzana Cartwright and Cassie Parks visited the Carlsbad Caverns to tour behind the scenes at the installation of the new visitor center exhibit and meet with Superintendent Dennis Vasquez.	
Carlsbad High School Advanced Placement Art students' work was on exhibit February 17 <sup>th</sup> -28 <sup>th</sup> .	
The Museum continued the call to the community to bring in information, photos and/or personal items pertaining to women of Carlsbad and Eddy County for the Women's History Month community generated exhibit.	
The Museum hosted a P.E.O. meeting February 24 <sup>th</sup> .	
Dave Morgan attended the NMAM 2015 planning meeting at NICKRI on February 26 <sup>th</sup> .	
Site Watch held its monthly meeting on February 26 <sup>th</sup> at the Museum.	
The Museum hired two new employees; one part time and one for Saturdays.	
February 27 <sup>th</sup> , the Museum held an Amigo Meet & Greet which was open to the community. Kevin Baggerly and Myron Soliz came down from Artesia from the Ocotillo Performing Arts Center performed background music for this event. The turnout was less than expected but there is promising progress to reorganize the Amigos.	
The Old Carlsbad Model exhibit volunteers continued to make progress.	
<b>Board / Committee Reports or Directives</b>	
The Museum Board Meeting for February 19 <sup>th</sup> was cancelled. The next meeting will be held Wednesday, March 19 <sup>th</sup> .	
<b>Problem / Complaint Resolution</b>	

Minutes Attached: Yes \_\_\_\_\_ No \_\_\_\_\_

Signed: \_\_\_\_\_ Dave Morgan, Museum Director

# San Jose Senior Recreation Center

## Monthly Report

February 2014

No. of Patrons served: 3,335

No. Of Incidents/Complaints: 0

Nutritional Program: 1,301

*Date of next board meeting*

*March 5, 2014*

Activities/Project	
Amateur Hour	18
Arts & Crafts	27
Bingo	160
Bunco	6
Cards	0
	0
Exercise Equipment	87
FLU Shots	0
Line Dancing	84
Commission for deaf	0
Mexican BINGO	161
NM State Tax Filing	65
Party	141
Pool	77
Quilters	11
Sing - Along	4
Low Impact Exercise Class	7
Vitals (BP/Sugar/Oxygen)	64
NMLong Term (MCR)	0
	0

Meetings	
Training Classes	0
Coalition Wise Eye	0
Foster Grandparents	0
Lawyer Referral	0
Leadership Carlsbad	0
Public Meeting	1
RSVP Advisory Board	0
SENMCA Adv./Project	0
SJ Adv.	5

Services	
Announcements	37
Copies	0
Forms	10
In-coming calls	1,005
Notaries	0
Referrals (Walk-Ins)	5
Transportation	0

### Board/Committee Reports or Directives


### Problems/Complaints/Resolutions

N/A

<b>Signed:</b> _____ <div style="text-align: right;">Date _____</div>
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## San Jose Senior Center

[illegible][illegible][illegible]

## San Jose Senior Center

[illegible][illegible]

San Jose Recreation Center  
Bingo  
***FEBRUARY 2014***

<b>Date</b>	<b>Number of players</b>	<b>Money received \$3,208.00</b>	<b>Expenses</b>	<b>Expense Item</b>	<b>Total after expenses \$3,128.00</b>
1st					
2nd					
3rd					
4th	42	\$855.00	\$20.00		\$835.00
5th					
6th					
7th					
8th					
9th					
10th					
11th	38	\$767.00	\$20.00		\$747.00
12th					
13th					
14th					
15th					
16th					
17th					
18th	41	\$844.00	\$20.00		\$824.00
19th					
20th					
21st					
22nd					
23rd					
24th					
25th	39	\$742.00	\$20.00		\$722.00
26th					
27th					
28th					
29th					
30th					
31st					

**Monthly Report  
February 2014  
NORTH MESA SENIOR RECREATION CENTER**

**Number of Patrons Served: 4353**

**New Members: 20**

**Number of Incidents/Complaints:**

**Date of Next Board Meeting: April 9, 2014**

**Activities/Projects/Attendance**

AARP held their Driver Safety Class on the 7<sup>th</sup> of February. LaVerne Meyer taught this class using the new program that AARP approved. There were 15 members that took advantage of this class to save money on their insurance.

Our ACBL Bridge group held a luncheon before playing bridge on the 11<sup>th</sup>, with 36 attending. They enjoyed the good food and time in playing bridge.

Valentine's Day, February 14<sup>th</sup>, was also our regular dance night at the Center. Everyone came dressed for Valentine and for a good time. Elvis made a surprised appearance and thrilled the audience with love songs. A King and Queen were crowned. There were 71 attending and enjoying the evening.

Yoga is now being taught 3 times a week and the classes are growing. Our classes are averaging 12-15 per class.

February 17<sup>th</sup>, AARP held their monthly meeting and the speaker was Colleen Rogers from Carlsbad National Bank. Ms. Rogers spoke about frauds and scams. She gave simple ways to protect against identity theft and precaution in avoiding internet scams. There were 28 attending this informational meeting.

Aerobics held their Birthday breakfast on the 21<sup>st</sup>, acknowledging those having a birthday in December, January and February. Everyone exercised hard before eating and putting back on the calories. There were 18 attending.

Our month ended with our Senior Social Club potluck luncheon. There were 21 enjoying the food and fellowship.

**Incidents/Complaints: Attached**

Minutes Attached:

Signed: \_\_\_\_\_ Pat Beason, Manager

## NORTH MESA SENIOR RECREATION CENTER

February 2014

<u>Activity</u>	<u>Participation</u>
-----------------	----------------------

Dance	367
Line Dance	558
Health/Inquires	450
Exercise/Fitness	1030
Bridge, Cards, Games	592
Arts/Crafts/Lapidary	176
Bingo/ Library	232
Pool	601
Social/Potluck	71
Organizations	156
Western Jammers	77
Visitors/Guests	43

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<b>TOTAL</b>	<b>4353</b>
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### Dues

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February 3, 2014	\$ 75.00	Cash
February 3, 2014	\$ 15.00	Checks
February 6, 2014	\$ 84.50	Cash
February 6, 2014	\$ 45.00	Checks
February 10, 2014	\$ 75.00	Cash
February 10, 2014	\$ 15.00	Checks
February 14, 2014	\$ 127.50	Cash
February 14, 2014	\$ 67.50	Checks
February 17, 2014	\$ 37.50	Cash
February 19, 2014	\$ 67.50	Cash
February 19, 2013	\$ 15.00	Checks
February 24, 2014	\$ 52.50	Cash
February 24, 2014	\$ 22.50	Checks

TOTAL	\$ 699.50
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**New Members: 20**

Pat Beason, Manager



## Monthly Report

For  
February 2014

Department: **Carlsbad Municipal Transit System**

No. of Patrons Served: **4559-5311 Fixed Routes -620**

No. of Incidents/Complaints: One accident

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### Activities / Projects / Attendance

Seven transit staff members attended the Passenger Sensitivity and Assistance and Crisis Management training that was held at the San Jose Senior Center on February 7<sup>th</sup> and 8<sup>th</sup>. This is tri-annual mandatory training for all staff. The rest of the staff will have their training in the summer.

Patsy Jackson and I met with Jim Grantner and Cindy Sharif from the DWI program on February 13<sup>th</sup> to discuss the possibility of the transit providing rides (a cantina run) for individuals that are intoxicated and cannot drive home. Cindy and Jim will be looking into funding for the program.

Two on call transit drivers were hired and were in training during February.

A mechanic from Creative Bus Sales from Albuquerque came worked on seven vehicles that had wheelchair lift problems. He told us that he travels around the state repairing lifts and had never seen wheelchair lifts used as much as ours. This is due to the fact that we pick up the majority of residents from Lakeview and Landsun and deliver them to their daily appointments.

Jo Ann Moore, Transit Manager

03/18/2014

# Report

## February Rentals

Romance on the Pecos - \$500.00

Mike Martinez - \$1000.00

WIPP – February 24, 25, 26, 27 & March 3, 4, 5, 6, 7, 10, 11, 12, 13 - \$5500.00

WIPP's payment will happen in March for the entire amount so this income will show on next month's report. February's rental income was \$3500.00 of which \$1000.00 will be paid in March via PO by WIPP.

85% to the City of Carlsbad - \$1275.00

15% to MSL Productions - \$225.00

I have attached the calendar for February and upcoming events in March.

## Upcoming March events:

Western Frontier Gun show

Saving Abel concert

WIPP Training

Robert Espinoza

We have received the auditorium stage curtains and plan to have them installed by March 7<sup>th</sup> before the Saving Abel concert.

Our calendar is showing only 6 open weekend dates until the end of July and only 13 open weekend dates left until January 2015. We have made a strong push to rent the facility weekends to capacity through the end of the year.



Sun	Mon	Tue	Wed	Thu	Fri	Sat
26 Silver Spur Gun	27 Damian Lubbock PA	28	29	30	31	1
2	3	4	5	6	7 Romance on the Pecos	8
9	10	11	12	13	14 Mike Martinez (wedding) Valentine's Day	15
16 Mike Martinez	17 Presidents' Day	18	19	20	21	22
23	24 WIPP	25	26	27	28	1
					Western Fronteer Gunshow	

Sun	Mon	Tue	Wed	Thu	Fri	Sat
23	24	25	26	27	28	1
	WIPP				Western Fronteer Gunshow	
2	3	4	5	6	7	8
WIPP						
Western Fronteer						Saving Abel Concert
9	10	11	12	13	14	15
WIPP						
Daylight Saving				Curtis in Austin @ Austin		
16	17	18	19	20	21	22
Curtis in Austin @						12pm - Family
23	24	25	26	27	28	29
						Robert Esiponza
30	31	1	2	3	4	5

**Metal Shop Live Productions, LLC**

2110 Tower Drive  
Carlsbad, New Mexico 88220  
United States  
Tel: 575-302-6722  
www.crankeduplive.com

**Invoice**

Metal Shop Live Productions, LLC

**BILL TO**

City of Carlsbad  
P.O. Box 1569  
Carlsbad, 88220  
United States

INVOICE NUMBER	0154
INVOICE DATE	February 28, 2014
DUE DATE	February 28, 2014
YOUR P.O./S.O.	146912
AMOUNT DUE	\$8,000.00

**PRODUCT****QTY****PRICE****AMOUNT****Management of WGPAC**

For Management Services of the Walter Gerrells Performing Arts Center.

1

\$8000.00

\$8,000.00

**NOTES**

Thank you for your business!  
Please make checks payable to:  
Metal Shop Live Productions, LLC

<b>Total</b>	<b>\$8,000.00</b>
<b>Amount due</b>	<b>\$8,000.00</b>

Metal Shop Live Productions, LLC



Metal Shop Live Productions, LLC  
2110 Tower Drive  
Carlsbad, New Mexico 88220  
United States  
Tel: 575-302-6722  
www.crankeduplive.com

# Invoice

Metal Shop Live Productions, LLC

**BILL TO**

City of Carlsbad  
P.O. Box 1569  
Carlsbad, 88220  
United States

INVOICE NUMBER	0155
INVOICE DATE	February 28, 2014
DUE DATE	February 28, 2014
AMOUNT DUE	\$(1,275.00)

PRODUCT	QTY	PRICE	AMOUNT
<b>85% Return to City of Carlsbad</b>			
85% of \$500.00 Rental of the Walter Gerrells PAC.	1	\$-1275.00	\$(1,275.00)

**NOTES**

Thank you for your business!  
Please make checks payable to:  
Metal Shop Live Productions, LLC

<b>Total</b>	<b>\$(1,275.00)</b>
<b>Amount due</b>	<b>\$(1,275.00)</b>

Metal Shop Live Productions, LLC

# MONTHLY REPORT FOR FEBRUARY 2014

**Department:** Carlsbad Department of Culture, Recreation & Community Services  
Riverwalk Recreation Complex

**No. of Rental Events:** 19

**No. of Incidents/Complaints:**

Activities	No. of Events	No. of Patrons	Total
Cheerleading	6	20	160
Basketball	63	15	945
Packs For Hunger	4	15	60
Loving School	1	20	20
Dance Battle	1	100	100
Fitness Class	39	20	780
Crafts	11	15	165
RRC Board Meeting	1	5	5
Coffee Drinkers	20	12	240
Hockey Park	2	15	30
Cheer Meeting	1	30	30
Church Meeting	2	30	60
CARC	20	8	160
Skate Park	28	100	2,800
Racquet Ball Players	28	28	784
LULAC	5	12	60
Mental Health	28	8	224
Pickle Ball	15	10	150
NA Meeting	8	10	80
Men Volleyball	4	30	120
<b>Daily Attendance</b>	28	300	8,400
<b>Rentals:</b>			
Wedding	1	60	60
Birthday Parties	16	60	960
Baby Shower	2	60	120
<b>Attendance for the month was</b>			<b>16,673</b>
<b>Average for the day was</b>			<b>595</b>

**Problem/Complaint Resolution:**

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

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

# CEMETERY MONTHLY REPORT

## February, 2014

	Carlsbad Cemetery	Santa Catarina	Sunset Gardens	Total
<b>Number of Interments:</b>	<b>13</b>	<b>2</b>	<b>4</b>	<b>19</b>
Cremations (Columbaria, included)	<b>3(1)</b>	<b>1</b>	<b>1</b>	<b>5 (1)</b>
Babyland	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Indigent	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>
Saturday	<b>2</b>	<b>0</b>	<b>2</b>	<b>4</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>
Disinterment:	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Sale of Lots: (Columbaria, included)</b>	<b>10(1)</b>	<b>0</b>	<b>0</b>	<b>10(1)</b>
On Payment Plan:	<b>2</b>	<b>0</b>	<b>0</b>	<b>2</b>
Pre-Need: (Columbaria, included)	<b>6 (1)</b>		<b>0</b>	<b>6(1)</b>
<b>Meetings:</b>	<b>1</b>			<b>1</b>
<b>Monument Permits:</b>	<b>0 (0)</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Complaint/Incident Reports:</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>2</b>
Vandalism				
Damaged Stone				
Sunken Grave				
Sunken Marker	<b>1</b>		<b>1</b>	<b>2</b>
Theft				
Flowers				
Maintenance				
Other				
<b>Correspondence:</b>				

# MONTHLY WORK REPORT

DEPARTMENT: Sports Complex	<b>BFYSC</b>	MONTH: February 2014	
NO. OF EMPLOYEES: 6		NO. OF DAYS IN THE MONTH: 28	
HOLIDAYS THIS MONTH: 0	Estimated Attendance 7,000	NO. OF WORK DAYS THIS MONTH: 20	

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

Four employees cleaned equipment, shops, and vehicles due to inclement weather on the playing fields. One employee assisted the parks irrigation crew with irrigation improvements in the softball common areas. Four employees removed valve boxes in softball common areas and removed rock and debris from valve and re-set the valve box. Four employees operated 4320 tractors, bunker rake, and hand tools to remove rock, add topsoil, and level the common areas in softball for sod installation. One employee performed litter control throughout the facility and along the Lea Street landscape. Two employees prepared baseball fields/area for the weekend softball/baseball practices.

## **Week of February 10<sup>th</sup> through 14<sup>th</sup>**

Four employees operated 4320 tractors, bunker rake, and hand equipment to remove rock, add topsoil, and level the common areas in softball for sod installation. One employee assisted irrigation crew with irrigation improvements in the softball common areas and repair of water leaks in baseball. Three employees applied new infield mix to the warning tracks & infields of Jr/Sr league fields.

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

Four employees operated 4320 tractors, bunker rake, and hand equipment to remove rock, add topsoil, and level the common areas in softball for sod installation. One employee assisted the parks irrigation crew with irrigation improvements in the softball common areas. Two employees prepared baseball fields/area for the weekend softball/baseball practices. Two employees prepared (mow, trim, clean) the soccer fields/area for the start of the 2014 spring soccer season.

## **Week of February 24<sup>th</sup> through 28<sup>th</sup>**

One employee performed ARC litter control in the soccer area and prepared the same area for spring soccer games. Two employees prepared the baseball fields for the American Little League tryouts and weekend baseball/softball practices. Four employees attended the pipeline safety seminar held at the Pecos River Village Conference Center. Three employees operated 4320 tractors, bunker rake, and hand equipment to remove rock, add topsoil, and level the common areas in softball for sod installation. One employee assisted parks irrigation crew with irrigation improvements in softball common areas.

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John Lowe, Sports Superintendent

**MONTHLY REPORT**

**FOR**

**February 2014**

**Department: RSVP (Retired & Senior Volunteer Program)**

**No. of Registered Volunteers:** 350

**No. of Active Volunteers:** 256

**No. of Work Stations:** 28

**No. of Volunteer Hours for February 2014:** 3000

**Special Events and Activities:**

**Submitted By: Yanira Gonzales  
RSVP Coordinator**



**Monthly Report  
For  
February, 2014**

**Department: Beautification**

**No. of Events: 2**

**No. of Incidents/Complaints: 0**

**Date of Next Board Meeting:** March 20, 2014

<b>Activities / Projects / Attendance:</b>
Attended training at City Hall for Purchasing
Prepared donation letters for water and Gatorade for Albertsons, La Tienda & Lowes
Requested Facilities Request Form be updated
Met with Colonial Insurance
Signed up six youth groups with youth employment contracts to clean up litter
Attended Know Your Numbers Senior Workshop
Attended Fundraising bake sale for Relay for Life
Continued training with Deanna Taylor on writing Grant for Keep Carlsbad Beautiful
Attended Science Fair at Puckett Elementary School, demonstrated composting
Ordered 9233 items for upcoming Keep Carlsbad Beautiful events
Continued training with John Lowe for Special Events

<b>Board / Committee Reports or Directives:</b>

<b>Problem / Complaint Resolution: None</b>
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Minutes Attached: Yes \_\_\_\_\_ No ☒

Signed: 

Cheri L Luzik, Beautification Coordinator

# **CARLSBAD FIRE/EMS DEPARTMENT**

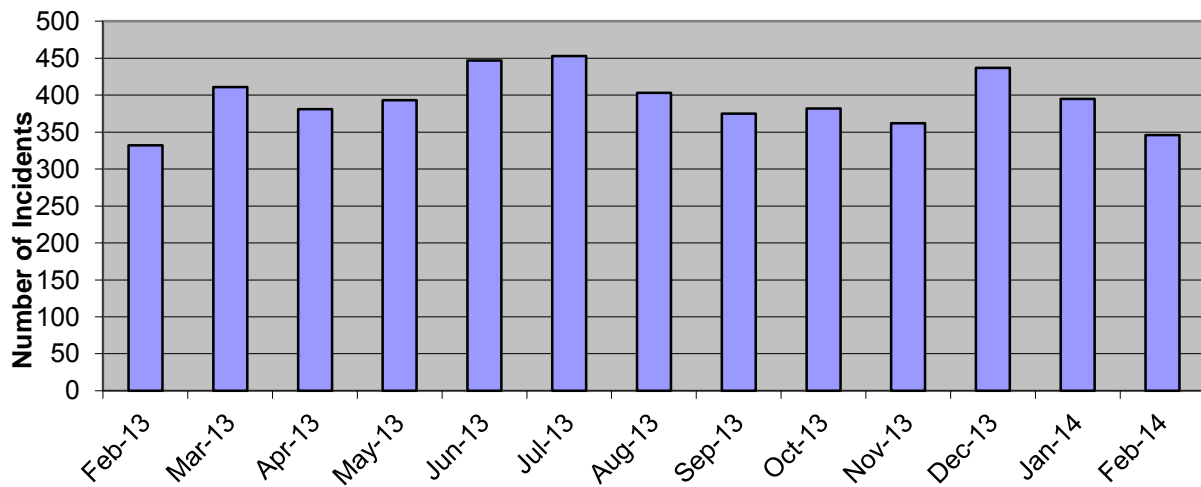
**Monthly Statistical Report  
February 2014**

## **MISSION STATEMENT**

**“To provide with Excellence and Compassion,  
to the Citizens of Carlsbad,  
Fire and Emergency Medical Services  
of the Highest Quality”**

**Submitted By:  
Richard D. Lopez  
Fire Chief**

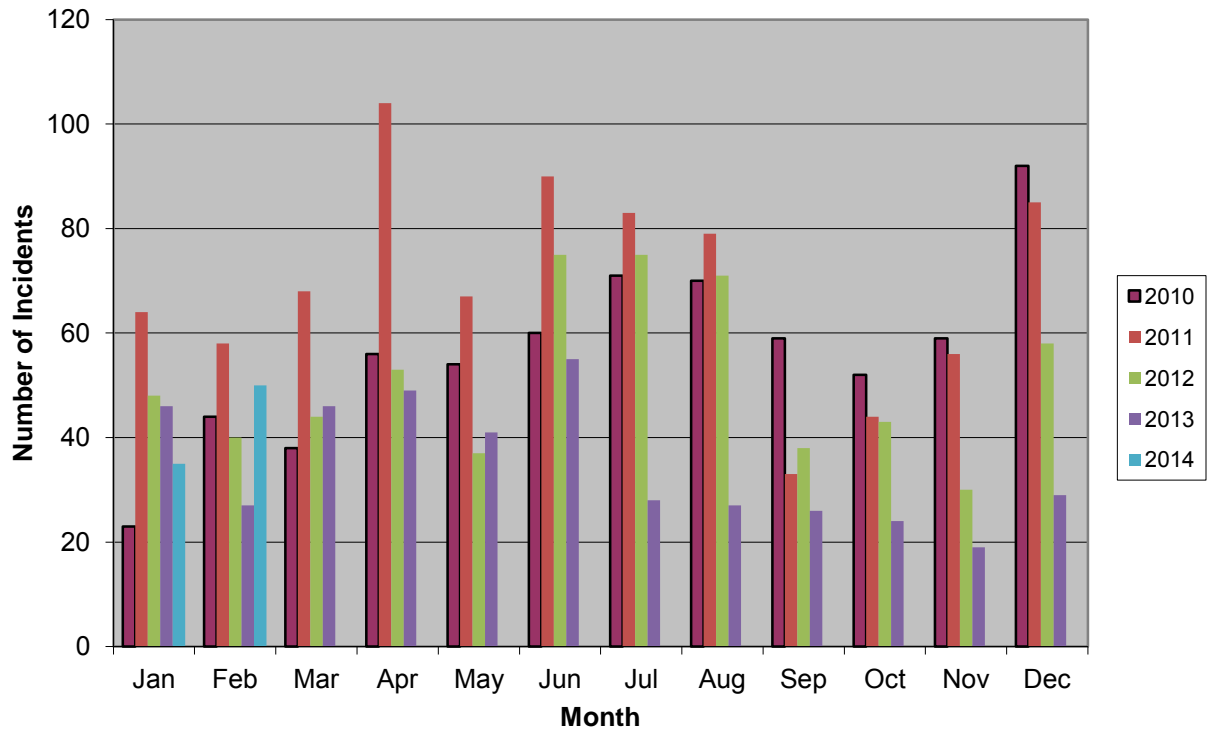
### EMS Call Volume February 2013 - February 2014



### EMS Calls for February 2014

Response Code	#
No Lights and Sirens	107
Lights and Sirens	239
<b>Total</b>	<b>346</b>
Transport Code	#
Not Applicable	105
No Lights or Sirens	239
Lights and Sirens	2
<b>Total</b>	<b>346</b>
Response Disposition	#
Treated, Transported by EMS	235
Treated, Transferred Care	2
Treated and Refused Transport	5
Patient Refused Care	84
No Patient Found	6
Dead at Scene	4
Cancelled	10
<b>Total</b>	<b>346</b>
Response Request	#
Standby	1
Interfacility Transfer (Unscheduled)	27
911 Response (Scene)	318
<b>Total</b>	<b>346</b>

**CFD Fire Incidents Monthly Totals - CY10 - CY14**



### Fire Incidents for February 2014

Type Class	#
Alarm system sounded due to malfunction	1
Brush, or brush and grass mixture fire	1
Building fires	3
Carbon monoxide detector activation, no CO	1
Cooking fire, confined to container	1
Detector activation, no fire - unintentional	1
Dispatched & canceled en route	6
Dumpster or other outside trash receptacle fire	2
Extrication of victim(s) from vehicle	2
False alarm or false call, other	3
Fires in structures other than in a building	1
Gas leak (natural gas or LPG)	2
Grass fire	5
Outside rubbish, trash or waste fire	1
Overheated motor	2
Public service assistance, other	1
Smoke detector activation due to malfunction	1
Smoke detector activation, no fire - unintentional	2
Smoke or odor removal	7
Special type of incident, other	1
Unauthorized burning	1
Vehicle accident with injuries	1
Vehicle accident, general cleanup	1
Fire in portable building, fixed location	1
Threat to burn	2
<b>Grand Total</b>	<b>50</b>

# CARLSBAD FIRE DEPARTMENT

INSPECTIONS/FOLLOW-UP INSPECTIONS JANUARY 2014

CATEGORY	CURRENT YEAR-MONTH		PREVIOUS YEAR-MONTH		2014 CURRENT YTD		2013 PREVIOUS YTD	
PLACES OF ASSEMBLY	2	0	1	0	2	0	1	0
HEALTH CARE FACILITIES	27	12	1	0	27	12	1	0
INDUSTRIAL	4	0	2	0	4	0	2	0
BAR/LOUNGES	0	0	0	0	0	0	0	0
HOTELS/MOTELS	2	0	4	1	2	0	4	1
RETAIL STORES	73	15	4	2	73	15	4	2
RESTAURANTS	17	5	3	0	17	5	3	0
SCHOOLS	4	0	2	0	4	0	2	0
FUEL STORAGE TANKS	0	0	0	0	0	0	0	0
CONSTRUCTION SITES	26	9	14	2	26	9	14	2
FIRE SPRINKLER SYSTEMS	7	2	11	1	7	2	11	1
OTHER	23	0	3	0	23	0	3	0
TOTAL	185	43	45	6	185	43	45	6

MISCELLANEOUS				
CATEGORY	CURRENT YEAR-MONTH	PREVIOUS YEAR-MONTH	2014 CURRENT YTD	2013 PREVIOUS YTD
FIRE EXTINGUISHER CLASSES	0	0	0	0
FIRE SAFETY PRESENTATIONS	1	2	1	2
FIRE DRILLS	3	2	3	2
PERMITS ISSUED	1	1	1	1
VIOLATION NOTICES	0	3	0	3
GENERAL INFORMATION	13	15	13	15
FIREWORKS/BURN LAW INFO	1	11	1	11
PLAN REVIEWS	8	5	8	5
CONDEMNATIONS	2	3	2	3

# CARLSBAD FIRE DEPARTMENT

INSPECTIONS/FOLLOW-UP INSPECTIONS FEBRUARY 2014

CATEGORY	CURRENT YEAR-MONTH		PREVIOUS YEAR-MONTH		2014 CURRENT YTD		2013 PREVIOUS YTD	
PLACES OF ASSEMBLY	3	6	2	0	3	6	3	0
HEALTH CARE FACILITIES	4	24	1	0	31	36	2	0
INDUSTRIAL	0	0	0	0	4	0	2	0
BARS/LOUNGES	1	1	0	0	1	1	0	0
HOTELS/MOTELS	2	3	4	0	4	3	8	1
RETAIL STORES	24	72	9	3	97	87	13	5
RESTAURANTS	3	7	5	1	20	12	8	1
SCHOOLS	1	0	2	2	5	0	4	2
FUEL STORAGE TANKS	1	0	1	0	1	0	1	0
CONSTRUCTION SITES	21	11	12	2	47	20	26	4
FIRE SPRINKLER SYSTEMS	5	2	22	2	12	4	33	3
OTHER	13	4	0	0	36	4	3	0
<b>TOTAL</b>	<b>78</b>	<b>130</b>	<b>58</b>	<b>10</b>	<b>263</b>	<b>173</b>	<b>103</b>	<b>16</b>

MISCELLANEOUS				
CATEGORY	CURRENT YEAR-MONTH	PREVIOUS YEAR-MONTH	2014 CURRENT YTD	2013 PREVIOUS YTD
FIRE EXTINGUISHER CLASSES	0	0	0	0
FIRE SAFETY PRESENTATIONS	1	2	1	2
FIRE DRILLS	3	2	3	2
PERMITS ISSUED	1	1	1	1
VIOLATION NOTICES	0	3	0	3
GENERAL INFORMATION	13	15	13	15
FIREWORKS/BURN LAW INFO	1	11	1	11
PLAN REVIEWS	8	5	8	5
CONDEMNATIONS	2	3	2	3

**MONTHLY ACTIVITY REPORT**  
**Planning, Engineering, & Regulation Department**  
**February 2014**

**ACTIVITY SUMMARY**

**1. Business Activity:**

New Businesses: 39

Temporary Businesses: 7

Business Renewals: 356

**2. Miscellaneous Permits:**

Dances: 0

Parades: 0

Other: 0

**3. Building Permits & Inspections:**

Permits Issued: 220

Permit Revenue: \$28,865.25

Inspections Completed: 402

63—Building Permits

145 —Building

54—Plumbing/Mechanical

77—Plumbing/Mechanical

103—Electrical Permits

180—Electrical

**4. Code Enforcement:**

Total Cases: 144

Closed: 30

Open: 114

**5. Planning & Engineering activities for the month of February 2014:**

**NEW**

- Ten Planning & Zoning Applications received for February meeting
- Infrastructure Standards Document —1<sup>st</sup> Meeting with Consultant
- City Hall Parking Lot Improvements—Project 50% Complete
- Pecos River Erosion Control Project —Project 50% Complete
- Preparation for Move to Federal Building—Project 80% Complete
- FEMA LOMR—Submitted to FEMA
- Long-Range Roadway Plan—Contract Signed

**ONGOING**

- Infrastructure Mapping (GIS)
- Development Review
- Subdivision Review and Approvals
- Leased Properties Inspections
- Department Budget Started

**PLANNING AND ZONING COMMISSION**

Meets the first Monday of each month at 5 p.m. in the City Hall Planning Room.

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

  
Planning Director



# **CITY OF CARLSBAD**



## **TRANSPORTATION AND FACILITIES**

**Monthly Reports from:**

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

**February 2014**  
**Director of Public Works: Tom Carlson**

# **MONTHLY WORK REPORT**

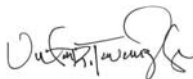
DEPARTMENT: COMMUNITY SERVICE	MONTH: February 2014
NO. OF EMPLOYEES: 3	NO. OF DAYS IN MONTH: 28
HOLIDAYS THIS MONTH: 0	NO. OF WORK DAYS THIS MONTH: 20

No. of Community Service workers 4

Hours of Work Performed by Community Service Workers: 100.5

1. The Community Service Department, are scheduled to go out every Monday and Fridays, to do Litter Control at Ocotillo Trail, Eddy house, and Spring Park, and also service trash receptacles downtown and Canal Street.
2. The Community Service Department performs a variety of tasks on a weekly base:
  - Trim and remove litter from Canal Street Medians, Pierce Street, Mermod Street and National Parks Highway.
  - Trim and removed weeds and debris from drain at the end of East Tansill Street.
  - Remove and or cover Graffiti from various locations.
  - Trim and remove overgrowth and weeds from Loving Avenue and Tenth Street.
  - Trim and remove weeds and debris from San Jose Underpass.
  - Begin cleaning and weed trimming on drain across from Walmart on South Canal Street.
  - Upkeep and maintenance of vehicles and machinery as necessary.

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



Victor Tavarez, Street Superintendent

Digitally signed by Victor Tavarez  
DN: cn=Victor Tavarez, o=City of Carlsbad,  
ou=Public works,  
email=vrtavarez@cityofcarlsbadnm.com, c=US  
Date: 2014.03.19 14:04:32 -06'00'

# ***MONTHLY WORK REPORT***

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DEPARTMENT: <b>Construction</b>	MONTH: February
NO. OF EMPLOYEES: 11	NO. OF DAYS IN MONTH: 28
HOLIDAYS THIS MONTH: 0	NO. OF WORK DAYS THIS MONTH: 20

1. Placed new sidewalk on S. Cypress St for Safe Route to School Project
2. Vandalism repairs at Playground on the Pecos
3. Door repair at Community Service Building
4. Installed Monument at Ray Anaya San Jose Park
5. Boat Dock repairs at Upper Lake
6. Piers for new foot bridge to Island at Upper Lake
7. Sidewalk repairs at Bob Forrest Sports Complex
8. Shooting Restroom repairs

Prepared by



Digitally signed by Pat Cass  
DN: cn=Pat Cass, o=City of Carlsbad,  
ou=Public Works,  
email=pjcass@cityofcarlsbadnm.com, c=US  
Date: 2014.03.18 15:18:02 -06'00'

Patrick Cass, Field Maintenance Superintendent

## MONTHLY WORK REPORT

DEPARTMENT: <b>GARAGE</b>	MONTH: <b>FEBRUARY 2014</b>
NO.OF EMPLOYEES: 16	NO. OF DAYS IN MONTH: 28
HOLIDAYS THIS MONTH: 0	<sup>p</sup> NO. OF WORK DAYS THIS MONTH: 20

### VEHICLE AND EQUIPMENT REPAIR SUMMARY

**TOTAL LABOR HOURS**  
**1,244.50**

**TOTAL LABOR COST**  
**\$34,752.61**

**TOTAL MATERIAL COST**  
**\$23,357.01**

### Summary of Work Performed

#### **Garage Department Master Mechanics and Mechanics**

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

#### **Lubrication**

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

#### **Tire Repair Shop**

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

#### **Welding Shop**

Performed various repairs for the following departments:

##### **AIRPORT**

Repair airport gate

##### **BFYSC**

Repair infield drag

##### **GOLF**

Fabricate and install fence

##### **STREET**

Repair storm drain grating  
Weld pipe for sign

##### **CONSTRUCTION**

Fabricate box

##### **DOUBLE EAGLE**

Repair door latch on Unit# 3004

## **PARKS**

Fabricate walk bridge @ Carlsbad Recreation Area

## **WWTP**

Repair ladder

## **WATER**

Cut meter bolts  
Fabricate bracket  
Patch water line  
Cut bolts on water line  
Cut lock on water meter  
Fabricate water cut off wrenches  
Fabricate water key  
Repair thrust block  
Weld cracks in fuel tank  
Repair hydraulic pump  
Fabricate truss and blocks

## **SOLID WASTE**

Repair container lids and bottoms  
Cut and weld side mast timing blocks on Unit# 10823  
Repair tank, roller guide and compactor blade and weld cylinder cover plates on Unit# 12332  
Replace hose mounting bolt on Unit# 9092  
Repair lift structure and side mast lift on Unit# 10781  
Repair tailgate on Unit# 10789  
Weld timing blocks and repair side mast structure on unite # 10783  
Trim battery cover box on Unit# 1796  
Weld timing blocks on Unit# 1795  
Repair side step on Unit# 1796  
Repair tarp bracket on Unit# 6272

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



Digitally signed by Terry Mathis  
DN: cn=Terry Mathis, o, ou,  
email=tmmathis@cityofcarlsbadn  
m.com, c=US  
Date: 2014.03.07 14:23:49 -07'00'

Terry Mathis, Maintenance Superintendent

# **MONTHLY WORK REPORT**

DEPARTMENT: **PARKS**

MONTH: **February 2014**

NO. OF EMPLOYEES: 12

NO. OF DAYS IN MONTH: 28

HOLIDAYS THIS MONTH: 0

NO. OF WORK DAYS THIS MONTH: 20

---

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

Six employees removed litter and debris at Lake Carlsbad. Four employees replaced the trash can liners at the beach area, Riverview Park and the Lower Tansill Area. Two employees repaired irrigation systems at the Bob Forrest Youth Sports Complex (BFYSC), Lake Carlsbad Recreation Area and winterized restrooms at the beach area. Two employees did gopher control at the lower Tansill Area and Riverview Park. Four employees mowed and trimmed the Ray Anaya Plaza De San Jose.

## **Week of February 10<sup>th</sup> through February 14<sup>th</sup>**

Eight employees trimmed trees and bushes at the old campground parking lot landscaping. Four employees replaced the trash can liners at the beach area, Riverview Park and the Lower Tansill Area. Two employees repaired irrigation systems at the BFYSC. Four employees installed an irrigation system for tree installation at the Dr. Martin Luther King Jr. Park. Two employees did gopher control at Riverview Park, and Heritage Park. Six employees removed litter and debris at Lake Carlsbad. Eight employees mowed, trimmed and litter control at the Carlsbad Municipal Shooting Range. Two employees unclogged a sewer line at the restrooms across the Tennis Courts.

## **Week of February 17 through February 12<sup>th</sup>**

Two employees mowed and trimmed the Lake Carlsbad Recreation Area. Four employees replaced the trash can liners at the beach area, Riverview Park, and the Lower Tansill Area. Two employees repaired irrigation systems at the BFYSC. Four employees installed an irrigation system for tree installation at Dr. Martin Luther King Jr. Park. Two employees removed litter and trimmed the Carlsbad Municipal Tennis Courts. Two employees did gopher control at the Heritage Park. Six employees removed litter and debris at Lake Carlsbad. Two employees sandblasted the pontoon walk-bridge at Lake Carlsbad for painting.

## **Week of February 24<sup>th</sup> through February 28<sup>th</sup>**

Five employees mowed and trimmed the beach area. Four employees replaced the trash can liners at the beach area, Riverview Park, and the Lower Tansill Area. Two employees repaired irrigation system at the BFYSC and repaired back flow preventers at Davis Park, and the Riverwalk Recreation Center. Four employees removed the insulation from the palm trees at Park Drive and The Cascades. Six employees removed rocks and spread dirt at Dr. Martin Luther King Jr. Park. Two employees installed an irrigation system for tree installation at Dr. Martin Luther Jr. Park. Four employees painted the pontoon walk-bridge at Lake Carlsbad. Four employees removed litter and debris at Lake Carlsbad.

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



Digitally signed by Luis  
DN: cn=Luis, o, ou,  
email=lcenteria@cityofcarlsbadnm.com, c=US  
Date: 2014.03.19 09:48:47 -06'00'

Luis Renteria, Parks Superintendent

# **MONTHLY WORK REPORT**

DEPARTMENT: STREET DEPARTMENT	MONTH: February 2014
NO. OF EMPLOYEES: 17	NO. OF DAYS IN MONTH: 28
HOLIDAYS THIS MONTH: 0	NO. OF WORK DAYS THIS MONTH: 20

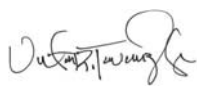
## **Signs and Marking Maintained signs and repainted striping as necessary**

Type of Sign	Repaired	Stripped	Replaced	Installed	Constructed
Stop Signs	3	11	11		11
Warning Signs		3	1	2	4
Guide Signs					8
Street Marker Signs	6		52	1	104
Regulatory Signs	2	5	15	1	13

### *Other Work Performed Signs and Markings Division of the Street Department*

- Set up work zones for Water, Street, and Construction Department at various locations.
1. Sweepers cleaned streets according to scheduled routes throughout the City.
  2. Repaired several utility cuts with Hot Mix using Thermo-Lay Patching Truck.
  3. Loaded salt Spreader Box on dump truck for ice control purposes.
  4. Dressed up area around new restroom facilities at Martin Luther King Jr. Park.
  5. Hauled Debris from Sports Complex to Landfill.
  6. Removed weeds and debris from railroad right of way from Greene Street south, to Lower Tansill Area.
  7. Removed and hauled weeds and debris from drain at the end of East Tansill Street to Landfill.
  8. Haul fill material to Cascades from Dark Canyon, and fill areas.
  9. Removed debris from beach area with Track Hoe and Dump Trucks.
  10. Spread Blow sand on fuel spill at Pilot Truck Stop, using approximately twelve (12) yards of sand.
  11. Removed and hauled weeds and debris from Loving Avenue to the Landfill.
  12. Used Rotary Broom to Sweep gravel from the bike path between Blodgett Street and the Flumes.
  13. Saw cut parking lot across from City Hall for future repair.
  14. Litter control on all major streets.
  15. Cold Patch several pot holes around town.
  16. Upkeep and maintenance all vehicles and equipment as needed.

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



Victor Tavaréz, Street Supervisor

Digitally signed by Victor Tavaréz  
 DN: cn=Victor Tavaréz, o=City of Carlsbad,  
 ou=Public works,  
 email=vtavaréz@cityofcarlsbadnm.com, c=US  
 Date: 2014.03.19.14:02:24 -0500

**MINUTES OF A PUBLIC HEARING IN THE MUNICIPAL BUILDING  
ON MARCH 13, 2014 AT 2:00 P.M.**

IN THE MATTER OF:      STATE LIQUOR LICENSE APPLICATION #901034

Proposed Owner & Location:

Mr. Scott Goodale, President

LOAP Management

Lucky Bull Grill

222 W. Fox Street

Carlsbad, NM 88220

Present:

Mr. Scott Goodale, President

LOAP Management

Steve McCutcheon, Hearing Officer

Annette Barrick, Exec. Assistant

Mr. McCutcheon convened the hearing at 2:00 p.m. to consider a liquor license; State Liquor License Application No. 901034, located at 222 W. Fox Street, Carlsbad, NM. The purpose of the hearing was to approve/disapprove a Restaurant Liquor License.

The matter was received by the City of Carlsbad on February 24, 2014. The hearing was conducted in accordance with Section 60-6B-4 NMSA of the Liquor Control Act.

For the record, public notice was properly made on March 4, 2014 and March 11, 2014, in accordance with the applicable statutes and persons representing the applicant were present. The proposed location is within an area where the sale of alcoholic beverages is allowed by the laws of New Mexico.

Mr. Goodale will operate the business with a Restaurant Liquor License similarly to the previous use of the stated location.

Mr. McCutcheon asked if there was anyone present who would like to speak against the Liquor License Transfer. There were none.

There being no further business, the hearing was adjourned at 2:21 p.m.

Steve McCutcheon  
Hearing Officer





## New Mexico Regulation and Licensing Department ALCOHOL AND GAMING DIVISION

Toney Anaya Building • PO Box 25101 • Santa Fe, New Mexico 87505-5101  
(505) 476-4875 • Fax (505) 476-4595 • [www.rld.state.nm.us/alcoholandgaming](http://www.rld.state.nm.us/alcoholandgaming)

January 16, 2014

Susana Martinez  
GOVERNOR

Robert "Mike" Unthank  
SUPERINTENDENT

James C. McKay  
GENERAL COUNSEL

Mary Kay Root  
DIRECTOR

Certified Mail No: 7009 2920 0002 2238 9986

City of Carlsbad  
Annette Barrick, City Clerk  
PO Box 1569  
Carlsbad, NM 88221-1569

Re: Lic. No./App. No. 901034  
Applicant Name: LOAP Management, Inc.  
Doing Business As: Lucky Bull Grill  
Proposed Location: 222 W. Fox, Carlsbad, NM 88220

ATTENTION: Department or person responsible for conducting or preparing the public hearing for liquor license transfers or issuance of new liquor licenses. **\*(Please review the revised instructions for approval or disapproval below.)**

Greetings:

The Director of the Alcohol and Gaming Division has granted Preliminary Approval for the referenced application and is being forwarded to you in accordance with Section 60-6B-4 NMSA of the Liquor Control Act.

Within forty-five days after receipt of a notice of preliminary approval from the Alcohol and Gaming Division, the governing body shall hold a public hearing in the question of whether the department should approve the proposed issuance or transfer. Notice of the public hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time and place of the hearing at least once a week for two consecutive weeks in a newspaper of general circulation within the territorial limits of the governing body, **which requires that two weeks of publication must be satisfied before a hearing can be conducted.** The notice shall include: (A) Name and address of the Applicant/Licensee; (B) The action proposed to be taken by the Alcohol and Gaming Division; (C) The location of the licensed premises. The governing body is required to send notice by certified mail to the applicant of the date, time and place of the public hearing. The governing body may designate a hearing officer to conduct the hearing. A record shall be made of the hearing.

**The applicant is requesting a Restaurant Liquor License:**

The governing body may disapprove the issuance or transfer of the license if:

The proposed location is within an area where the sale of alcoholic beverages is prohibited by the laws of New Mexico. (The governing body may disapprove if the proposed location is within 300 feet of a church or school unless the license has been located at this location prior to 1981 or unless the applicant/licensee has obtained a waiver from the local option district governing body for the proposed licensed premises.)

Alcohol and Gaming Division  
(505) 476-4875

Boards and Commissions Division  
(505) 476-4600

Construction Industries Division  
(505) 476-4700

Financial Institutions Division  
(505) 476-4885

Manufactured Housing Division  
(505) 476-4770

Securities Division  
(505) 476-4580

Administrative Services Division  
(505) 476-4800

The issuance or transfer would be in violation of a zoning or other ordinance of the governing body. The governing body may disapprove if the proposed location is not properly zoned. Because this office is in receipt of a zoning statement from the governing body, this is not a basis for disapproval.

The issuance would be detrimental to the public health, safety or morals of the residents of the local option district. Disapproval by the governing body on public health, safety or morals must be based on and supported by substantial evidence pertaining to the specific prospective transferee or location and a copy of the record must be submitted to the Alcohol and Gaming Division.

**\*Within thirty (30) days after the public hearing, the governing body shall notify the Alcohol and Gaming Division *in writing* as to whether the local governing body has approved or disapproved the issuance of transfer of the license and by signing the enclosed original Page 1 of the application. *The letter of approval/disapproval and the Page 1 must be returned together with the notice of publication(s).* If the governing body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the public hearing, the director *will* give final approval to the issuance or transfer of the license.**

If the governing body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the minutes of the public hearing shall be submitted to the Alcohol and Gaming Division with the notice of disapproval (page 1 of the application page noting disapproval).

Sincerely,

  
Annette R. Brumley  
Hearing Officer

ENCLOSURES: Original Page 1 of Liquor License Application  
Copy of page 2 Premises, Location, Ownership & Description of Premises  
SID Posting Certificate





# LIQUOR LICENSE APPLICATION

Application fee - \$200.00 Fees are non-refundable.

**PAID**  
R# 1558754  
\$200.00 # 1028

State Liquor License #  
Application Number 901034  
Local option (AGD use)

Record Owner of Existing License  
Current D/B/A Name  
Current Premises Address

Application is for: Change of Stock \_\_\_\_\_ Change of Officers/Directors \_\_\_\_\_ Transfer Ownership of Existing License \_\_\_\_\_ Transfer Ownership and Location \_\_\_\_\_ Transfer Location \_\_\_\_\_ Other \_\_\_\_\_  
Issue New License ☒ Type of License being applied for biw

Applicant is: Individual \_\_\_\_\_ Corporation ☒ Partnership (General or Limited) \_\_\_\_\_ Limited Liability Company \_\_\_\_\_

NAME OF APPLICANT (company or individual) LOAP MANAGEMENT, INC ADDRESS (including city, state, zip) 1838 TROY STREET, CARLSBAD, NM 88220 TELEPHONE NUMBER (575) 302-3114

D/B/A name to be used: LUCKY BULL GRILL Phone number for licensed premises: (575) 302-3114

Physical location where license is to be used: 222 W. FOX, CARLSBAD, NM 88220  
(Include street number / highway number / state road, city and county, state, and zip code)

Mailing address: 1838 TROY ST, CARLSBAD, NM 88220

Are alcoholic beverages currently being dispensed at the proposed location? Yes ☒ No \_\_\_\_\_ If yes, give license number and type KIP CATERING / STOCK EXCHANGE - RESTAURANT (BEER: WINE)

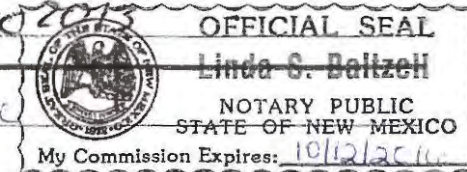
I, (print name) SCOTT GOODALE, as (title) PRESIDENT being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that any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

You must sign and date this form in the presence of a notary public.

Signature of Applicant [Signature] Date 17-DEC-2013

SUBSCRIBED AND SWORN TO before me this 17 day of December, 20 13 by Scott Goodale

Notary Public Linda S. Balizeh My Commission Expires October 12, 2016

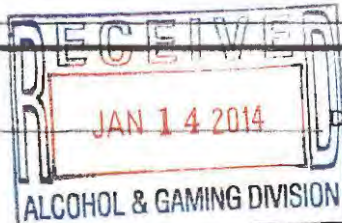


Local Governing Body of: \_\_\_\_\_ (City or County). Hearing held on \_\_\_\_\_ 20 \_\_\_\_\_

Check one: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ City/County Official \_\_\_\_\_ (Signature & Title)

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Director Approval \_\_\_\_\_ Date \_\_\_\_\_

For Alcohol and Gaming Division Use Only





COPY

### PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

SS-60-6B-10

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

Owned by Applicant \_\_\_\_\_ Leased by Applicant (attach copy of deed or lease) ☒ Other (provide details) \_\_\_\_\_

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

A. Owner(s) WILLIAM McCANLEY

B. Date and term of lease 16-DEC-2013 TERMS: JAN 2, 2014 → DEC 31, 2016

3. Premises location is zoned (example C-1) C-1 SUB 2/3/14 PM  
If the premises is zoned, attach zoning statement from local government giving location address and type of zone, stating whether alcoholic beverages are allowed at proposed location. If there is no zoning, attach confirmation from local government indicating there is no zoning.

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

Miles/feet 0.3 mi / 1600 ft Name of church FIRST BAPTIST CHURCH Address/location of church 112 N. ALAMEDA ST, CARLSBAD, NM 88220

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

Miles/feet 0.5 mi / 2640 ft Name of school CRAFT ELEMENTARY Address/location of school 406 W. LEA ST, CARLSBAD, NM 88220

6. Distance from military installation \*(Property line of military installation to licensed premises—shortest distance.)

Miles 157 Name of Military Installation, circle one: Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces),  
Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis).

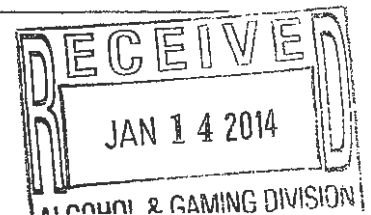
7. Attach, on a separate sheet, the detailed floor plan for each level (floor) where alcoholic beverages will be sold or consumed. Show exterior walls, doors, and interior walls. This will be the licensed premises. The floor plan should be no larger than 8 1/2 x 11 inches, and must include the total square footage of premises.

\*If the distance is beyond 300 feet, but less than 400 feet, a registered engineer or licensed surveyor must complete a Survey Certificate showing the exact distance.

8. Type of Operation:

Lounge \_\_\_\_\_ Restaurant ☒ Package Grocery \_\_\_\_\_ Racetrack \_\_\_\_\_ Hotel \_\_\_\_\_ Other (specify) \_\_\_\_\_

Return this form to the Alcohol and Gaming Division, 2550 Cerrillos Road, Santa Fe, New Mexico 87505.



ALCOHOL & GAMING DIVISION  
2550 CERRILLOS ROAD 87505  
P.O. BOX 25101  
SANTA FE, NEW MEXICO 87504-5101



**POSTING CERTIFICATE  
(ISSUANCE OF NEW LIQUOR LICENSES)**

☒ RESTAURANT (BEER/WINE ONLY)      ☐ WHOLESALE:  
☐ MASTER WINEGROWER      ☐ WINEGROWER OFF-SITE: 1 2 3 (Circle)  
☐ MASTER SMALL BREWER      ☐ SMALL BREWER OFF-SITE: 1 2 (Circle)  
☐ OTHER: \_\_\_\_\_

APPLICATION NUMBER: A-901034

APPLICANT NAME: LOAP MANAGEMENT, INC.

PROPOSED NAME: LUCKY BULL GRILL

PROPOSED LOCATION: 222 W. FOX, CARLSBAD, NM

I CERTIFY THAT I HAVE POSTED THE REQUIRED NOTICE OF LIQUOR LICENSE PURSUANT TO SECTION 60-6B-2, NMSA, AND FURTHER CERTIFY AS FOLLOWS:

1. LOCATION POSTED IS WITHIN CORPORATE LIMITS OF: City of Carlsbad
2. LOCATION POSTED IS IN UNINCORPORATED LIMITS OF: N 10
3. DISTANCE FROM NEAREST CHURCH IS APPROXIMATELY: 476 ft.  
NAME OF CHURCH IS: River of Life Church
4. DISTANCE FROM NEAREST SCHOOL IS APPROXIMATELY: 0.15 miles  
NAME OF SCHOOL IS: PJ's Child Care ctr.
5. DISTANCE FROM NEAREST MILITARY INSTALLATION IS: 160 miles  
MILES

NAME OF INSTALLATION IS:

☐ KIRTLAND AIR FORCE BASE (ALBUQUERQUE)  
☐ WHITE SANDS MISSILE RANGE (LAS CRUCES)  
☒ HOLLOMAN AIR FORCE BASE (ALAMOGORDO)  
☐ CANNON AIR FORCE BASE (CLOVIS)

NOTICE POSTED ON: BUILDING BILLBOARD OTHER:

DATE POSTED: 1/17/14

EXPIRATION DATE: 2/6/14

[Signature]  
APPLICANT'S SIGNATURE

[Signature]  
S.I.D. SPECIAL AGENT

**No document for this  
Agenda Item**

**No document for this  
Agenda Item**



## Workers' Compensation Report for January 2014

[illegible]



# Workers' Compensation Injury Frequency for January 2014

Injury Type	Occurrence This Month	Occurrence FYTD 13/14	Occurrence FYTD 12/13
Back		3	5
Hand/Wrist		3	1
Knee		3	3
Arm/Shoulder		5	3
Finger		2	1
Elbow		1	1
Neck		1	2
Body	1	3	3
Head		0	4
Legs/Feet	1	7	3
Ankle		3	1
Eye/Nose		9	3
Teeth		0	0
Other (lungs)		1	0

## Employees on Workers' Compensation Total Temporary Disability at End of Month

### Employees Expected to Return to Work:

Employee	Expected Return	Loss Hours This Month	Loss Hours FYTD
#460	Unknown	168	1072
#1182	Unknown	174	1174
#267	Unknown	174	500

### Employees Not Expected to Return to Work:

Employee	Loss Hours This Month	Loss Hours FYTD

### Employees Working But on Light Duty:

Employee	Light Duty This Month	Light Duty FYTD

### Workers' Compensation Paid:

	This Month	FYTD 13/14	FYTD 12/13
Medical	\$7,689.03	\$125,400.90	\$119,284.29
Expense	\$0.00	\$1,417.78	\$4,962.60
Weekly Benefits	\$10,657.78	\$69,066.14	\$68,928.30
<b>Total Paid</b>	<b>\$18,346.81</b>	<b>\$195,884.82</b>	<b>\$193,175.19</b>



P.O.Box 302•124 N. Canyon•  
Carlsbad, NM•88220

Office: 575-628-3768•  
Fax: 575-628-3778

March 10, 2014

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

Dear Mr. McCutcheon:

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 February 2014 of the Downtown Revitalization Services Contract. With this report MainStreet is enclosing an invoice requesting the February monthly allocation from the City of Carlsbad in the amount of \$5,000, from the total annual services contract of \$60,000.

#### **Carlsbad MainStreet Activities**

- Carlsbad MainStreet 4-point committees are meeting and actively working toward workplan goals.
  - **The Farmers' Market Committee**
    - Has updated and revised its 2014 policy and procedure and is focusing on educational programming sessions to offer to public during market season.
    - Procuring new tents for vendors courtesy of tile sponsor Mosaic Potash.
    - Established music committee to assist with vetting musicians for market days.
  - **The Economic Positioning Committee** sponsored its first lunch and learn session in January and is now planning its next session for April 28.
  - **The Organization Committee** is creating a quarterly newsletter that will be shared with partners and the public.
  - **The Promotions Committee** is working to develop a marketing plan and new business packet for downtown businesses.

- **The Design Committee** conducted two presentations on adaptive reuse and historical preservation. The presentations were made to Carlsbad Rotary Club and the Carlsbad Lions' Club.
- Informed \$75,000 in capital outlay funds were appropriated by the State for the City of Carlsbad's Halagueno Arts Park. In 2012, Carlsbad MainStreet received \$80,000 in capital outlay funding for the park. Phase II of Construction is expected to occur this year. The park will provide a central venue for the downtown arts and cultural district.

### **Executive Director Activities**

In addition to MainStreet activities, the Carlsbad MainStreet Executive Director serves on the following boards and committees related to downtown promotion and development and attends weekly and monthly meetings in support of their priorities and activities.

1. Carlsbad Chamber of Commerce Governmental Affairs Council and Board of Directors
2. Carlsbad Mural Project
3. Keep Carlsbad Beautiful
4. Mayor's Fine Art and Acquisition Committee
5. Carlsbad Nuclear Taskforce Committee
6. Carlsbad Rotary Club
7. Carlsbad Downtown Merchant Planning Committee

Additionally the Executive Director participated in the following February events and activities:

- Feb 5-7: New Mexico MainStreet Winter Quarter Leadership networking Meeting, Santa Fe, NM
- Feb 14: Attended Smart Growth Conference, Denver, CO
- Feb 27: Attended United Way Victory Lunch

Respectfully,

Amanda Melvin, *Executive Director*  
Carlsbad MainStreet